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RICHMOND AMERICAN HOMES

2023-002159
01/12/2023 11:34 AM
AMOUNT \$21.00



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PLAT RECORDING SHEET

Digital Plat Image Available in Separate System

BOOK

125

PAGE

20,005

Thru

20,008

SURVEYOR

Kyle A Koomler

SUBDIVISION NAME

Greiners Hope Springs Subdivision
No 6

OWNERS

Richmond American Homes of Idaho Inc

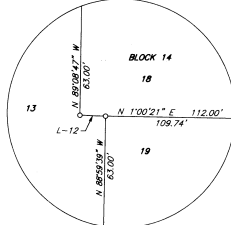
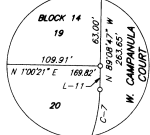
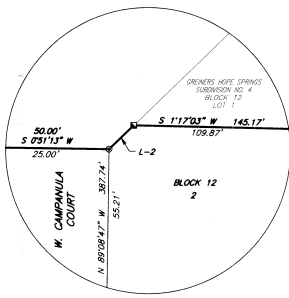
AT THE REQUEST OF

Civil Survey Consultants Inc

COMMENTS

SW ¼ NW ¼ Sec 5
T4W R1W
SE ¼ NE ¼ Sec 6
T4N R1W

GREINERS HOPE SPRINGS SUBDIVISION NO. 6



NOTES

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY FILE NO. 42-19-05/04-19-06/19-19-03.
2. ALL LOTS HAVE A 16 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, PRESSURE IRRIGATION AND STREET LIGHT PURPOSES CONTIGUOUS TO ALL PUBLIC STREETS. ALL SIDE LOT LINES HAVE A 5 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE AND PRESSURE IRRIGATION PURPOSES. ALL REAR LOT LINES HAVE A 10 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE AND PRESSURIZED IRRIGATION PURPOSES. THE PRESSURE IRRIGATION EASEMENT IS RESERVED FOR THE HOPE SPRINGS OWNERS ASSOCIATION, INC.. ALL OTHER EASEMENTS ARE AS SHOWN.
3. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
4. BUILDING AND OCCUPANCY SHALL CONFORM TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R's) RECORDED AS INSTRUMENT NO. 2020-107706, OFFICIAL RECORDS OF ADA COUNTY, AS WELL AS ANY FUTURE AMENDMENTS.
5. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
6. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE 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."
7. LOTS ABUTTING PUBLIC RIGHT-OF-WAY ARE SUBJECT TO AN EXISTING SIDEWALK EASEMENT CONTIGUOUS TO ALL STREETS AS DESCRIBED IN INSTRUMENT NO. 2022-083546.
8. LOT 9 OF BLOCK 12, LOT 14 OF BLOCK 14, AND LOT 10 OF BLOCK 15 ARE LANDSCAPE COMMON LOTS WHICH SHALL BE OWNED AND MAINTAINED BY THE HOPE SPRINGS OWNERS ASSOCIATION, INC.. SAID LOTS ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES, DRAINAGE AND PRESSURIZED IRRIGATION PURPOSES. THE PRESSURE IRRIGATION EASEMENT IS RESERVED FOR THE HOPE SPRINGS OWNERS ASSOCIATION, INC..
9. GREINERS HOPE SPRINGS SUBDIVISION NO. 6 IS SUBJECT TO A TEMPORARY LICENSE AGREEMENT WITH ACHD FOR LANDSCAPING AS DESCRIBED IN INSTRUMENT NO. 2022-083598.
10. DIRECT LOT OR PARCEL ACCESS TO W. NEW HOPE ROAD IS PROHIBITED.
11. EASEMENTS AS PLATTED BY RUSTY SPUR RANCHETTES NO. 2 THAT ARE WITHIN THE BOUNDS OF GREINERS HOPE SPRINGS SUBDIVISION NO. 6 HAVE BEEN VACATED BY THE CITY OF STAR AND BY THE RELEVANT UTILITY COMPANIES, SEE STAR VACATION FILE NO. VAC-20-01. ANY OTHER EXISTING EASEMENTS ARE AS SHOWN OR NOTED HEREON.
12. LOT 14 OF BLOCK 14 IS HEREBY SUBJECT TO A SANITARY SEWER EASEMENT AS SHOWN FOR THE BENEFIT OF LOT 13 OF BLOCK 14 FOR THE PURPOSES OF A SANITARY SEWER SERVICE. SAID EASEMENT IS FOR THE INSTALLATION, MAINTENANCE, AND REPAIR OF SAID SEWER SERVICE.
13. LOTS 15 - 20 OF BLOCK 14 AND LOT 8 OF BLOCK 12 ARE SUBJECT TO A GRAVITY IRRIGATION EASEMENT HEREBY RESERVED FOR THE HWIR LATERAL FOR THE BENEFIT OF HWIR LATERAL PIPELINE ASSOCIATION, OR ITS ASSIGNS, AND IS SHOWN HEREON. REFERENCE LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. 2022-085112.

REFERENCES

REFERENCE RECORD OF SURVEY NUMBERS:
1228, 1249, 2473, 4087, 7793, 11785, 11809,
13184, 13441

REFERENCE PLATS OF:
RUSTY SPUR RANCHETTES NO. 2
RUSTY SPUR RANCHETTES NO. 3
RUSTY SPUR RANCHETTES NO. 4
GREINERS HOPE SPRINGS NO. 3
GREINERS HOPE SPRINGS NO. 4
GREINERS HOPE SPRINGS NO. 5

SURVEYOR NARRATIVE

THE PLAT OF GREINERS HOPE SPRINGS SUBDIVISION NO. 6 IS THE FINAL PORTION OF THE CONTINUATION OF THE MASTER PLAN FOR THE GREINERS HOPE SPRINGS SUBDIVISION. THIS SUBDIVISION IS A RE-PLAT OF A PART OF LOTS 5, 7, 8, AND 9 OF BLOCK 1 OF RUSTY SPUR RANCHETTES NO. 2 AS SHOWN IN BOOK 64 OF PLATS AT PAGE 8558 IN THE OFFICE OF THE RECORDER, ADA COUNTY, IDAHO.

GREINERS HOPE SPRINGS SUBDIVISION NO. 6 IS BOUNDED TO THE SOUTH BY GREINERS HOPE SPRINGS NO. 5, BOUNDED TO THE EAST BY RUSTY SPUR RANCHETTES NO. 3 AND RUSTY SPUR SUBDIVISION, BOUNDED ON THE WEST BY GREINERS HOPE SPRINGS SUBDIVISION NO. 4 AND GREINERS HOPE SPRINGS SUBDIVISION NO. 5, AND ABUTS W. NEW HOPE ROAD RIGHT-OF-WAY ON THE NORTH.

THE MONUMENTS ALONG THE BOUNDARY OF GREINERS HOPE SPRINGS SUBDIVISION NO. 4 AND 5 WERE FOUND IN PLACE AND UNDISTURBED UNLESS OTHERWISE SHOWN. THE REMAINING PROPERTY LINES WERE DEVELOPED AS PER THE OWNER AS SHOWN HEREON.



CIVIL SURVEY CONSULTANTS, INC.

2881 SOUTH METROMAN ROAD
METROMAN, IDAHO 83842
(208) 888-4312

LINE DATA		
LINE	BEARING	DISTANCE
L-1	N 88°42'57" W	39.94
L-2	S 43°50'30" E	1.01
L-3	N 89°08'47" W	9.44
L-4	S 43°50'57" W	25.72
L-5	S 43°50'56" E	19.59
L-6	S 88°41'35" E	10.06
L-7	S 43°50'47" E	18.30
L-8	S 88°38'47" E	3.49
L-9	S 100°21' W	14.80
L-10	S 25°11' W	22.00
L-11	N 89°08'47" W	2.05
L-12	N 100°21' E	2.26
L-13	E 64°02'45" W	45.89
L-14	N 48°10'47" E	18.44
L-15	N 43°48'13" W	18.33
L-16	N 100°21' E	5.08
L-17	S 30°02'13" E	33.26

CURVE DATA				
CURVE	DELTA	RADIUS	ARC	TANGENT
C-1	77°43'	500.00	30.35	15.18
C-2	88°38'08"	175.00	271.83	174.84
C-3	225°03'	500.00	110.1	11.01
C-4	88°03'13"	250.00	38.70	19.30
C-5	61°00'04"	15.00	1.86	0.74
C-6	160°30'51"	52.00	145.88	302.85
C-7	80°15'58"	13.00	18.71	16.78
C-8	97°18'39"	52.00	88.30	59.10
C-9	63°12'17"	50.00	57.30	3.89
C-10	89°39'08"	200.00	372.94	198.79
C-11	41°07'01"	200.00	14.55	7.88
C-12	174°42'49"	200.00	61.83	31.18
C-13	132°08'44"	200.00	47.73	23.66
C-14	122°00'11"	200.00	41.08	21.63
C-15	289°09'58"	200.00	38.30	50.17
C-16	174°55'41"	100.00	36.00	23.14
C-17	89°39'08"	50.00	234.71	149.09
C-18	135°57'10"	150.00	36.48	18.33
C-19	86°21'30"	150.00	78.41	105.79
C-20	71°11'18"	150.00	18.65	9.42
C-21	171°11'17"	501.00	11.01	6.51
C-22	179°18'18"	501.00	11.01	6.51
C-23	61°13'35"	275.00	38.43	19.40
C-24	54°00'16"	225.00	37.88	19.03

GREINERS HOPE SPRINGS SUBDIVISION NO. 6

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, are the Owners of the real property described below in City of Star, Ada County, Idaho, and that we intend to include the following described property in the GREINERS HOPE SPRINGS SUBDIVISION NO. 6:

A parcel located in the SW 1/4 of the NW 1/4 of Section 5, and in the SE 1/4 of the NE 1/4 of Section 6, Township 4 North, Range 1 West, Boise Meridian, City of Star, and being a part of Lots 5, 7, 8, and 9 of Block 1 of RUSTY SPUR RANCHETTES SUBDIVISION NO. 2 as shown in Book 64 of Plats at Pages 6356 - 6357 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said SE 1/4 of the NE 1/4, from which an aluminum cap monument marking the northeasterly corner of said Section 6 bears N 056°44'E a distance of 2708.74 feet;

Thence N 056°44'E along the easterly boundary of said SE 1/4 of the NE 1/4 a distance of 1284.57 feet to a point on the southerly right-of-way of W. New Hope Road, said point being the POINT OF BEGINNING;

Thence leaving said easterly boundary N 88°42'57"W along said southerly right-of-way a distance of 38.94 feet to a point marking the northeasterly corner of GREINERS HOPE SPRINGS SUBDIVISION NO. 4 as shown in Book 122 of Plats at Pages 18327 - 18330 in said office of the Recorder;

Thence leaving said right-of-way and along the easterly boundary of said GREINERS HOPE SPRINGS SUBDIVISION NO. 4 the following described courses:

Thence S 1°17'03"W a distance of 145.17 feet to a point;

Thence S 43°55'50"E a distance of 3.01 feet to a point;

Thence S 05°11'3"W a distance of 50.00 feet to a point;

Thence N 89°08'37"W a distance of 9.44 feet to a point;

Thence S 45°55'57"W a distance of 25.72 feet to a point;

Thence S 1°17'03"W a distance of 143.00 feet to a point;

Thence S 43°51'58"E a distance of 18.58 feet to a point;

Thence S 88°41'32"E a distance of 10.08 feet to a point;

Thence S 12°11'13"W a distance of 163.00 feet to a point;

Thence N 88°38'47"W a distance of 212.00 feet to a point;

Thence S 12°11'13"W a distance of 100.16 feet to a point;

Thence S 43°38'47"E a distance of 18.38 feet to a point;

Thence S 12°11'13"W a distance of 50.02 feet to a point;

Thence a distance of 30.36 feet along the arc of a 500.00 foot radius non-tangent curve left, said curve having a radius point bearing S 0°08'15"E, a central angle of 3°28'43" and a long chord bearing S 88°07'23"W a distance of 30.35 feet to a point;

Thence S 12°11'13"W a distance of 111.12 feet to a point marking the southeasterly corner of said GREINERS HOPE SPRINGS SUBDIVISION NO. 4, said point being on the northerly boundary of GREINERS HOPE SPRINGS SUBDIVISION NO. 5 as shown in Book 122 of Plats at Pages 18331 - 18332 in said office of the Recorder;

Thence leaving said easterly boundary and along said northerly boundary the following described courses:

Thence S 88°38'47"E a distance of 3.49 feet to a point;

Thence S 12°11'13"W a distance of 115.82 feet to a point;

Thence S 02°10'08"E a distance of 50.40 feet to a point;

Thence S 1°00'21"W a distance of 14.80 feet to a point;

Thence S 88°38'47"E a distance of 458.01 feet to a point;

Thence N 73°49'01"E a distance of 52.34 feet to a point;

Thence S 88°59'39"E a distance of 112.00 feet to a point marking the northeasterly corner of said GREINERS HOPE SPRINGS SUBDIVISION NO. 5, said point being on the easterly boundary of said RUSTY SPUR RANCHETTES SUBDIVISION NO. 2;

Thence leaving said northerly boundary N 1°00'21"E along said easterly boundary a distance of 979.15 feet to a point on the southerly right-of-way of W. New Hope Road;

Thence leaving said easterly boundary N 89°08'47"W along said southerly right-of-way a distance of 349.22 feet to the POINT OF BEGINNING.

This parcel contains 11.304 acres, more or less.

CERTIFICATE OF OWNERS (CONT'D)

All the lots in this subdivision will be eligible to receive irrigation water as provided under Idaho Code 31-3805(1)(b) and lies within the Middleton Irrigation Association and Middleton Mill Ditch Company and the Farmers Union Ditch Company and are subject to assessments for said water.

All the lots in this subdivision will be eligible to receive water and sewer service from the Star Sewer and Water District. The Star Sewer and Water District has agreed in writing to serve all the lots in this subdivision.

The public streets shown on this plat are hereby dedicated to the public. Public utility, irrigation and drainage easements on this plat are not dedicated to the public, but the right of access to, and use of, these easements is hereby reserved for public utilities, irrigation and drainage and for any other uses as may be designated hereon and no permanent structures other than that for said uses are to be erected within the limits of said easements.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS 14TH DAY OF APRIL, 2022.

Richmond American Homes of Idaho, Inc.

Paul Peterson
By Paul Peterson, Regional President

ACKNOWLEDGMENT

STATE OF IDAHO } s.s.
COUNTY OF ADA }

ON THIS 14TH DAY OF APRIL 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED PAUL PETERSON, KNOWN TO ME TO BE THE REGIONAL PRESIDENT OF RICHMOND AMERICAN HOMES OF IDAHO, INC. THE PERSON WHO EXECUTED THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID CORPORATION 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.



MY COMMISSION EXPIRES FEB. 13, 2023

RESIDING AT ADA COUNTY, IDAHO

L R Moore
NOTARY PUBLIC FOR THE STATE OF IDAHO



CIVIL SURVEY CONSULTANTS, INC.

2883 SOUTH BEDFORD ROAD
METSCHAN, IDAHO 83622
(208) 888-4312

GREINERS HOPE SPRINGS SUBDIVISION NO. 6

CERTIFICATE OF SURVEYOR

I, KYLE A. KOOMLER DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A 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.

KYLE A. KOOMLER
IDAHO NO. 18780

**APPROVAL OF THE CITY ENGINEER**

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY January 4, 2023, HEREBY APPROVE THIS PLAT OF GREINERS HOPE SPRINGS SUBDIVISION NO. 6.

[Signature] PE# 11621
CITY ENGINEER ~ STAR, IDAHO

CERTIFICATE OF THE COUNTY SURVEYOR

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

DATE 11 January 2023



[Signature]
ADA COUNTY SURVEYOR
P.L.S.# 13553

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } S.S.
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Greiners Hope Springs Inc, AT 34 MINUTES PAST 11 O'CLOCK A.M. ON THIS 12th DAY OF January, 2023.

[Signature]
DEPUTY

[Signature]
EX-OFFICIO RECORDER

BOOK 125 PAGES 20005-20008

INSTRUMENT NO. 2023-002159

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF DISAPPROVAL.

DATE 4.20.2022

[Signature] - REHS
CENTRAL DISTRICT HEALTH

**ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE**

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 21st DAY OF December, 2022.



[Signature]
ADA COUNTY HIGHWAY DISTRICT
COMMISSIONER PRESIDENT

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON September 20, 2022 THIS FINAL PLAT WAS APPROVED AND ACCEPTED.



[Signature]
CITY CLERK - Treasurer

CERTIFICATE OF THE COUNTY TREASURER

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

DATE Jan 11 2023

[Signature]
COUNTY TREASURER

Signed by Deputy: [Signature]



After Recording
Return to:

Hethe Clark
Clark Wardle LLP
PO Box 639
Boise, ID 83701

FOR RECORDING INFORMATION

**FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR GREINERS HOPE SPRINGS SUBDIVISION
(Phase 6)**

This Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Greiners Hope Springs Subdivision ("**Fifth Amendment**") is made this 3rd day of November, 2022, to be effective only upon the recording hereof in the official records of Ada County, Idaho, by Green Village 2 Development, Inc., an Idaho corporation ("**Grantor**" and "**Class B Member**") and Richmond American Homes of Idaho, Inc., a Colorado corporation ("**Developer**").

RECITALS

A. On August 21, 2020, Grantor caused to be recorded in the official records of Ada County, Idaho, as Instrument No. 2020-107706, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Greiners Hope Springs Subdivision No. 1 (the "**Original Declaration**"); as amended by that certain First Amendment thereto recorded January 8, 2021, as Instrument No. 2021-004141 (the "**First Amendment**").

B. By that certain Assignment and Assumption of Grantor's Rights (Phase 3) recorded in the official records of Ada County, Idaho, on October 18, 2021, as Instrument No. 2021-150534 (the "**Phase 3 Assignment**"), Grantor assigned all grantor rights under the Original Declaration to Green Village 3 Development, LLC, an Idaho limited liability company ("**GV3**").

C. The Original Declaration was subsequently amended by that certain Second Amendment thereto recorded in the official records of Ada County, Idaho, on October 19, 2021, as Instrument No. 2021-151341 (the "**Second Amendment**").

D. A portion of Grantor's Class B Member rights regarding that portion of the Property commonly known as Greiners Hope Springs Subdivision No. 3 ("**Phase 3**") were assigned by Grantor to TH Holdings 2022, LLC, an Idaho limited liability company ("**TH Holdings**") pursuant to that certain Partial Assignment and Assumption of Class B Member Rights (Phase 3), recorded in the official records of Ada County, Idaho, December 28, 2021, as Instrument No. 2021-181259 (the "**Phase 3 Partial Assignment**").

E. By that certain Partial Assignment and Assumption of Grantor's Rights (Phase 5) recorded in the official records of Ada County, Idaho, on December 29, 2021, as Instrument No. 2021-181443 (the "**Phase 5 Partial Assignment**"), a portion of Grantor's rights pertaining to the portion of the Property commonly known as Greiners Hope Springs Subdivision No. 5 ("**Phase 5**") were assigned to Richmond American Homes of Idaho, Inc., a Colorado corporation ("**Richmond**").

F. The Original Declaration was subsequently amended by that certain Third Amendment thereto recorded in the official records of Ada County, Idaho, on February 4, 2022, as Instrument No. 2022-012794 (the "**Third Amendment**"), which Third Amendment annexed that certain property identified on the plat of Greiners Hope Subdivision No. 4, recorded in the official records of Ada County, Idaho, on

February 4, 2022, as Instrument No. 2022-012794.

G. The Original Declaration was subsequently amended by that certain Fourth Amendment thereto recorded in the official records of Ada County, Idaho, on November 3, 2022, as Instrument No. 2022-090997 (the "**Fourth Amendment**"), which Fourth Amendment annexed that certain property identified on the plat of Greiners Hope Subdivision No. 5, recorded in the official records of Ada County, Idaho, on September 20, 2022, as Instrument No. 2022-080772.

H. The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are collectively referred to herein as the "**Declaration**". All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration.

I. By that certain Partial Assignment and Assumption of Grantor's Rights (Phase 6) recorded in the official records of Ada County, Idaho, on March 24, 2022, as Instrument No. 2022-029556 (the "**Phase 6 Assignment**"), Grantor assigned certain rights of Grantor under the Declaration to Developer, which rights include, but are not limited to, the right to annex the Phase 6 Property into the Association, as defined below.

J. As noted in Article I of the Declaration, the Property is to be developed in phases, each of which shall be subject to the Declaration as amended or supplemented from time to time. Developer has caused to be recorded that certain plat identified as Greiners Hope Springs Subdivision No. 6, as filed in Book 125 of Plats at Pages 20,005 through 20,008, in Ada County, Idaho, on January 12, 2023, as Instrument No. 2023-002159 (the "**Phase 6 Plat**"), and more particularly described and depicted on **Exhibit A** attached hereto and made a part hereof. (the "**Phase 6 Property**").

K. Grantor and Developer desire to amend the Declaration, as permitted by Article XII of the Declaration, to confirm, and to declare that the Phase 6 Property and each lot, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered hypothecated, leased, used, used, occupied and improved subject to the terms of the Declaration, and subject to the following terms, covenants, conditions, easements, and restrictions as hereinafter set forth.

NOW THEREFORE, Grantor and Developer hereby declare that the Phase 6 Property and each lot, parcel, or portion thereof, is and shall be sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the Declaration, and the following terms, covenants, conditions, easements, 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 Phase 6 Property, and to enhance the value, desirability, and attractiveness of the Phase 6 Property. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Phase 6 Property and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Phase 6 Property, or any lot, parcel, or portion thereof.

In addition to the restrictions set forth in the Declaration, the Phase 6 Property shall be subject to the following:

1. **Association and Voting**. The Phase 6 Property shall be part of Greiners Hope Springs Owners Association, Inc. (the "**Association**"). The Phase 6 Property shall be governed in accordance with the Declaration, as the same may from time to time be amended, including, without limitation, the obligation for and enforcement of Assessments as further described therein:

2. **Design Review**. Any and all improvements shall be subject to review by the ACC, which review will be in accordance with the Architectural Guidelines, as the same may be amended from time to time, and all in accordance with the Declaration.

3. **Designation of Phase 4 Common Area.** The Common Area established in the Phase 6 Property consists of those lots so designated on the Phase 6 Plat, including: Lot 9 of Block 12; Lot 14 of Block 14; and Lot 10 of Block 15. Said Common Area shall be maintained by the Association in accordance with the Declaration.

4. **HRM Agreement.** Developer, as "Licensee" has entered into an Agreement dated October 7, 2022, and recorded as Instrument No. 2022-085517, records of Ada County, Idaho (the "**Drain Agreement**") with HRM Lateral Association ("**HRM**"), which permits Developer to modify and install certain irrigation drainage facilities within the Subdivision, subject to the terms and conditions stated therein (the "**Drain Facilities**"). The Drain Agreement is attached hereto as **Exhibit C** and made a part hereof. The Drain Facilities as depicted in the Drain Agreement shall be maintained in accordance with those certain requirements identified in the Drain Agreement. The Drain Facilities are hereby included within the definition of Common Area for purposes of the Declaration, and the Association shall assume and perform all such rights, duties and obligations from and after the date this Fifth Amendment. In furtherance of the foregoing, the Association shall in all ways cooperate with Grantor and Developer and execute, acknowledge, and deliver any and all such further documents and instruments and do and perform any and all other acts as may be necessary to effect and carry out the said assignment and assumption, including without limitation, executing any documents and instruments required by HRM for such purposes.

In the event that HRM determines, in its sole reasonable discretion, that the Association is not adequately maintaining the Drain Facilities, HRM shall have the right to do so in accordance with the terms of the Drain Agreement.

5. **No Additional Changes.** Except as amended by this Fifth Amendment, the Declaration shall remain unchanged and in full force and effect.

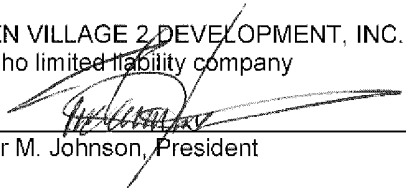
6. **Effect of Amendment.** This Fifth Amendment shall be binding upon and inure to the benefit of Grantor, Developers, all Owners of a Building Lot, and their successors and assigns. If there is any conflict between the terms of this Fifth Amendment and the Declaration, this Fifth Amendment shall control.

[remainder of page is intentionally blank—signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Greiners Hope Springs Subdivision be duly executed the day and year first above written.

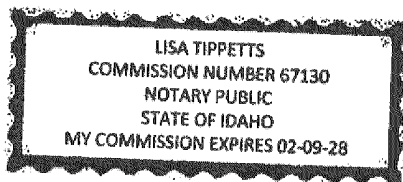
GRANTOR:

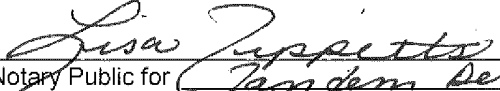
GREEN VILLAGE 2 DEVELOPMENT, INC.,
an Idaho limited liability company

By: 
Tucker M. Johnson, President

STATE OF Idaho)
County of Ada) ss.

This record was acknowledged before me on November 3, 2022 (date) by Tucker M. Johnson, the President of Green Village 2 Development, Inc.




Notary Public for Tandem Dev.
Residing at: Eagle
My Commission Expires: 2/9/28

DEVELOPER:

RICHMOND AMERICAN HOMES OF IDAHO, INC.,
a Colorado corporation

By: [Signature]
Name: ELIAN ORTMAN
Its: DIVISION PRESIDENT

STATE OF Idaho)
County of Canyon) ss.

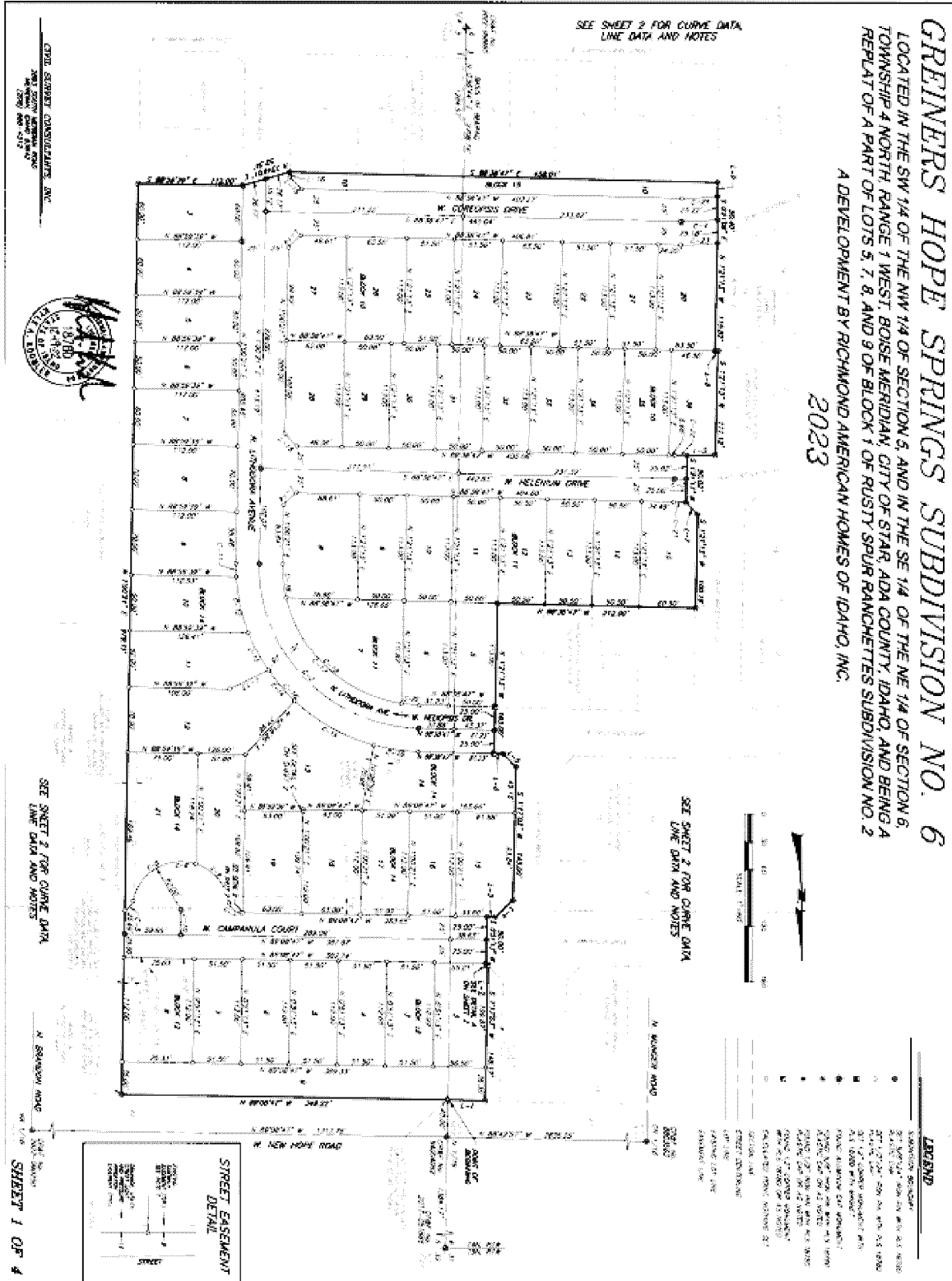
This record was acknowledged before me on 11/13/22 (date) by
Elian Ortmann, the Division Pres of Richmond American Homes of Idaho, Inc.

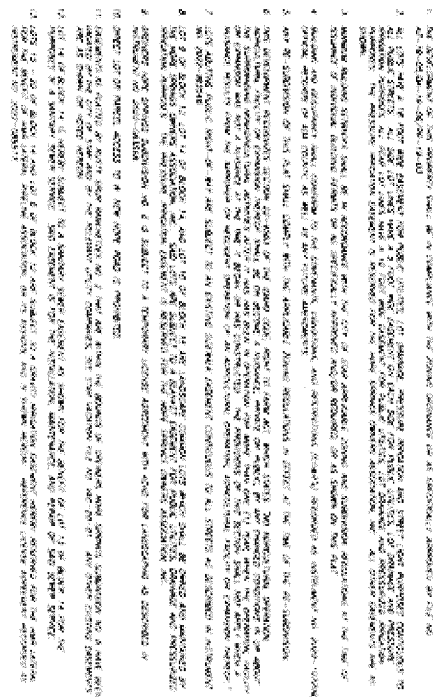


[Signature]
Notary Public for
Residing at: Idaho Co
My Commission Expires: 5/11/24

EXHIBIT A

Final Plat for Greiners Hope Springs Subdivision No. 6





REFERENCE

RESEARCH REPORT OF LARRY ALLEN
1974, THE PAIN AND THE GUILT, 1985
OF THE ISRAELI

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EXHIBIT A – 2
4877-3785-9890, v. 2

CERTIFICATES OF OWNERS (CONT'D)[illegible]

Abstract

Dr. Paul Padavano, Assistant President

ACKNOWLEDGEMENT

[illegible]

AT COMMISSION EXPENSE 76,120.22

MEASURES AT 1 Day Community: 1.0

ADDITIONAL WORK FOR THE STAFF OF BUREAU



OTHER SUPPLEMENTAL COMMENTS: JWC

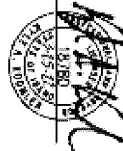
2014-2015 (cont.)
 2014-2015 (cont.)
 2014-2015 (cont.)

SHEET 3 OF 4

6-28-2006

A. FILE A NOTICE OF INTEREST CERTIFY THAT: AM A REGISTERED PROFESSIONAL LAND SURVEYOR LOCATED IN THE STATE OF IOWA, AND THAT THIS PLAT IS DESCRIBED BY MY "INTERESTED PARTY" HAS OBTAINED FROM THE REG. OFFICE OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATED THEREON AND IS IN CONFORMITY WITH THE STATE OF IOWA'S CODES RELATING TO PLATS AND SURVEYS.

APPENDIX A. REFERENCES



4. THE UNDERSIGNED CITY ENGINEER ON AND FOR THE CITY OF ST. LOUIS AGREEING TO SIGN THIS CERTIFICATE OF THE CITY ENGINEER, HEREBY APPROVE THIS PLAN OF GRADIENTS MORE SPECIALLY SUBDIVISION NO. 6

277 ENCHIRIDION - 5149, 5150

4. THE UNAPPORTIONED EXPENDITURE WAS SUBMITTED IN AND FOR AID COUNTY 1990. DO NOT CONFUSE THAT I HAVE CONCERNED THIS PLAN AND THAT IT COME WITH THE STATE OF OREGON CODE RELATING TO PLATS AND SURVEYS.

DATE: 11/20/2023
 TIME: 1:00 PM
 ALL COUNTY SUBMITTER
 2023 12/28/23



DATE OF BIRTH 1-2-34 SEX M
 ADDRESS 12345 Main St
 CITY Anytown STATE CA ZIP 90210
 PHONE 555-1234
 OCCUPATION Student
 SIGNATURE [Signature]
 PRINTED NAME John Doe
 DATE 1-2-34

BROWN 175 PAGES 2,000 INSTRUMENT NO. 2625-102159

SAFARI RESERVATIONS AS REQUESTED BY SAUDI CODE, WILL SO CHAIRMAN TO HAVE BEEN
SAVED ACCORDING TO THE LETTER TO BE READ ON THE 15TH OF JANUARY. THE SAUDI RESERVATIONS
ON 15TH JANUARY WILL BE THE CONDITIONS OF AFFAIR. SAFARI RESERVATIONS MAY BE
ON 15TH JANUARY IN ACCORDANCE WITH SECTION 36-1226. SAUDI CODE OF THE INSURANCE
OF DISASTERS.

Date 4-20-2022

CONFIDENTIAL



THE FOLLOWING ARE THE NAMES OF THE DISTRICT COMMISSIONERS OF THE DISTRICTS OF THE COUNTY OF LOS ANGELES:



400 COUNTY APPROXIMATE DISTRICT
CONFIRMATION FILE 257 OF 677

THE ABOVE-SIGNED CITY CLERK AND CITY OF SEAS, ALA COUNTY, BEING SO MEMBER CERTAIN PART OF A REGULAR MEETING OF THE CITY COUNCIL HELD ON September 24, 2020, AND FIND THAT THIS AGREEMENT WAS ACCEPTED.



Chm. 2

1. THE UNDERSIGNED COUNTY PROSECUTOR IN AND FOR THE COUNTY OF ALA. STATE OF ALABAMA HAS THE ACCOUNTS OF I.E. 36-1304 DO AGEDLY COUNTY TAX AND ALL CHARGES AND OF DELINQUENT COUNTY PROPERTY TAXES FOR THE PERIODS INCLUDED IN THIS SUBPOENA HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS ALSO FOR THE NEXT FORTH (FIVE) YEARS ONLY.

DATE 05/12/2013

Elizabeth Martin
COUNTY TREASURER
Signed by Deputy: Edward Andrew Wright

SHEET 4 OF 4

EXHIBIT B

Drain Agreement

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=18 DAN RYALLS
HRM PIPELINE

2022-085517
10/11/2022 11:23 AM
AMOUNT \$61.00



WHEN RECORDED MAIL TO:

HRM Lateral Association
C/O Jerry A. Kiser
P.O. Box 8389
Boise, Idaho 83707

AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into on the 2 day of October, 2022, by and between the HRM Lateral Pipeline Association, an Idaho unincorporated association (hereinafter referred to as "Grantor") and Richmond American Homes of Idaho, Inc., a Colorado Corporation and its respective successors and assigns (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain irrigation ditches, waste water ditches and facilities, pipes and easements and rights-of-way associated therewith known as the HRM Lateral (hereinafter the "HRM Lateral" or "Lateral"); and,

WHEREAS, Grantee proposes to develop a subdivision in Star, Idaho known as Greiner's Hope Springs Subdivision on land described in **Exhibit A** attached hereto and, as part of the development, Grantee will need to construct, reconstruct and relocate improvements on the land described on Exhibit A and on land described in Exhibit C adjacent to the land described in Exhibit A over and across the HRM Lateral and waste water facilities including replacement of part of Grantor's pipeline and placement of portions of HRM open ditch in pipe. All of the foregoing are referred to hereinafter as the, "Improvements".

NOW, THEREFORE, for and in consideration of the promises, covenants, agreements and conditions set forth herein, the parties each agree as follows:

A. Easement to Grantee.

1. Grantee shall have the right to construct the Improvements to the HRM Lateral at the locations shown on **Exhibit B** attached hereto, and to use Grantor's right-of-way for the purpose of construction of roadways across the Lateral and for relocation and Improvements to the Lateral as shown in **Exhibit B**. Grantee hereby acknowledges Grantor's perpetual easement and right-of-way pursuant to Idaho Code § 42-1102 for the purpose of conveying irrigation water to its members and irrigation waste water at the end of Grantors live irrigation ditch via a drain which is located on the property described in **Exhibit A and C**. Grantee shall place and construct the Improvements in accordance with the plans and specifications set forth in **Exhibit B** attached hereto which are plans and diagrams dated August 22, 2022, Sheet 17 of 20 and signed by James R. Money on September 16, 2022, and in accordance with the terms and conditions of this Agreement.

AGREEMENT – I

a. Grantee agrees to construct and maintain the Improvements in a safe condition so that the Lateral will not constitute a hazard to any property or person. Grantee further agrees to allow continued ingress and egress to the easement area by officers, agents or employees of Grantor as necessary for Grantor to maintain the HRM Lateral if required under this Agreement. Grantee shall defend and indemnify Grantor from all claims for damages arising out of: (1) Grantee's breach of this Agreement that continues beyond applicable notice and cure periods; and (2) Grantee's actions while on Grantor's easements.

b. Grantee agrees to ensure that its work, and the Improvements will not interrupt or interfere with (1) the flow of water in the Lateral; (2) the delivery of irrigation water by Grantor to any of its landowners; or (3) the ability of Grantor to clean, maintain, and repair open ditches on the Lateral.

c. Grantee shall obtain all permits necessary for its work and comply with all rules, regulations, and legal requirements of any governmental entity with authority or jurisdiction over the work.

d. Nothing in this Agreement shall be construed to impair the title and right-of-way of Grantor in the HRM Lateral and all uses of said Lateral, and the easement granted to Grantee herein shall remain inferior and subservient to the title and rights of Grantor to the use of the Lateral for the transmission and delivery of irrigation and irrigation waste water and to clean, maintain and repair said Lateral.

B. Replacement of the HRM Lateral pipe.

1. Grantor hereby grants to Grantee the right to relocate and replace portions of the HRM Lateral ditch, waste way and pipe as shown on **Exhibit B** attached hereto.

2. Grantee hereby acknowledges Grantor has a 30-foot easement, being 15 feet on each side of the Lateral pipe and open ditch, located on the property identified on **Exhibit C**, for the purpose of maintenance, cleaning, repair or replacement of the Lateral pipe and open ditch.

3. Grantee hereby acknowledges Grantor has a 20-foot easement, being 10 feet on each side of the Lateral pipe, located on the property identified on **Exhibit A**, for the purpose of maintenance, cleaning, repair or replacement of the Lateral pipe.

4. Grantee and its assigns may construct lawns, driveways and domestic irrigation facilities in Grantor's easement, so long as they do not interfere with the operation of the HRM Lateral or the 20-foot wide easement for maintenance, cleaning, repair and replacement of the pipe. Grantee and its assigns shall not place any trees or structures in Grantor's 20-foot easement. Nothing herein shall be deemed to be a waiver or relinquishment of the statutory right-of-way held by Grantor under Idaho Code § 42-1102.

AGREEMENT – 2

5. Subject to Section D.5 below, Grantee agrees that it, its successors and assigns shall be responsible for all cleaning, maintenance, repair, rehabilitation and replacement of the pipes and underground facilities described in in **Exhibit B** which are located on the real property described in **Exhibit A**. Grantor shall be responsible for cleaning, maintenance, repair rehabilitation and replacement of the pipe located on the real property described in **Exhibit C**. Should Grantee fail to properly clean, maintain, repair, rehabilitate or replace the pipe and underground facilities as required herein, Grantor shall be entitled to perform such work and Grantee agrees it shall be responsible for the cost of such work. Grantor shall give Grantee at least thirty (30) days notice of the need for such work unless an emergency or urgent need for the work exists.

6. Grantee agrees that Grantor shall not be liable for any damages which shall occur to any plants, structures, or any other improvements of any kind or nature whatsoever which the Grantee and its successors and assigns shall place, raise, construct, or install in said easement area caused by maintenance, cleaning, repair, rehabilitation or replacement of the Lateral.

C. Specific Requirements for The Improvements.

1. Grantor acknowledges that Grantee has commenced the installation of the Improvements.
2. Grantee shall construct the Improvements according to and consistent with the plans and diagrams attached hereto as **Exhibit B**.
3. Grantee shall install at least thirty-five (35) feet of eighteen (18) inch DR41 PVC irrigation pipe on the real property described in **Exhibit C** from the property line between the property described in **Exhibits A and C** to the trash rack. The flared pipe end with trash rack shall be constructed in a manner approved by Grantor. Grantee shall also install solid manhole covers approved by Grantor on top of each irrigation manhole.
4. Subject to Section D.5 below, if the Improvements fail or do not work as required, Grantee shall repair, replace or take such action necessary to restore water conveyance as expeditiously as possible and shall make such repairs or replacements as necessary to ensure the functionality of the Improvements.

D. General Provisions.

1. Grantor reserves the right upon written notice and after having given Grantee reasonable time to cure, to remove any impediment to the flow of water through the HRM Lateral caused by the Improvements, Grantee or its assigns, and to remove any hazards to persons or property which may arise by reason of the alteration, modification, or changes made by Grantee or its assigns under this Agreement, and Grantee agrees to pay to Grantor on demand the costs expended by Grantor for such purposes. Notice shall be given to Grantee at 1804N. Midland Blvd. Nampa, Idaho 83651 or any other address provided by Grantee in writing to Grantor. If the Grantee shall fail in any respect to properly protect, maintain and repair the HRM Lateral as described in this Agreement, Grantor at its option shall have the right to perform the necessary maintenance and repairs, and the Grantee agrees to pay Grantor on demand the cost or expense which shall be expended or incurred by Grantor for such purposes.

AGREEMENT – 3

2. The parties understand and agree that the Grantee has no right to impair the uses and purposes of the HRM Lateral by this Agreement and may not take actions that are incompatible with the uses to which the Lateral is dedicated. This Agreement shall at all times be construed according to such principles.

3. Grantee shall keep Grantor informed and provide reasonable advance notice of its construction dates and schedules and shall take all reasonable efforts to minimize the impact to Grantor as a result of its construction of the facilities as set forth herein. The Improvements shall be completed no later than March 15, 2023. Grantor acknowledges construction of the Improvements has occurred and continues to occur. Following completion of construction of the Improvements, NO CONSTRUCTION OR WORK SHALL OCCUR FROM MARCH 15 TO NOVEMBER 15 OF ANY YEAR WITHIN GRANTOR'S EASEMENT AREA without Grantors written permission, which permission shall not be unreasonably withheld. Grantee shall notify Grantor of the dates it will be constructing the road crossing portions of the Improvements.

4. Grantee shall be responsible for any increased operation or maintenance costs incurred by Grantor for maintenance, cleaning and/or repairs to the lateral. Any such costs shall be paid within 20 days of receipt of an invoice itemizing said costs.

5. Grantee acknowledges that the easement herein granted is for the benefit of Grantee and not for the benefit of Grantor and for that reason Grantee agrees to pay reasonable attorney fees or engineering fees charges to Grantor in connection with the review, negotiations, preparation, revision, onsite inspections or consultations with Grantor by attorneys or engineers hired by Grantor related to this agreement or the Improvements or any subsequent costs and fees for approvals or changes necessary after completion of the Improvements. Payment of said fees shall be made by Grantee within twenty (20) days of presentation to Grantee of a statement for such fees.

6. The covenants, conditions and agreements herein contained shall be perpetual and run with the land described in **Exhibit A** attached hereto and shall be binding on each of the parties hereto, their heirs, successors, and assigns 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.

7. The land described in **Exhibit A** shall be annexed into the Hope Springs Owners Association pursuant to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Greiners Hope Springs Subdivision No. 6 (the "HOA"). The HOA will be responsible for all duties and obligations of Grantee under this Agreement (the "Ongoing Obligations"). Upon written notice from the HOA to Grantor that the land described in **Exhibit A** has been annexed into the Hope Springs Owners Association, Grantor will thereafter look to the HOA for performance of the Ongoing Obligations. Grantee's administrators, successors and assigns shall be responsible for rehabilitation and replacement and secondarily responsible for the performance of the Ongoing Obligations in the event the HOA does not so perform the Ongoing Obligations with respect to the portion of the HRM Lateral or right-of-way located on

AGREEMENT – 4

the property described in **Exhibit A**.

8. This Agreement only applies to the Improvements shown in **Exhibit B** hereto. Future Improvements by Grantee, if any within the Grantors right-of-way on Grantees property and the adjacent property owned by Karen Dill over which some of the Improvements are located shall require separate agreement(s) and approval(s) of Grantor.

9. Grantee represents and warrants to Grantor it owns the property described in **Exhibit A** attached hereto, and the individual(s) signing below personally represents and warrants he/she is executing the Agreement with full authority to act for and on behalf of the Grantee on behalf of which they sign this Agreement.

10. Grantor represents and warrants to Grantee it owns the HRM Lateral and the individual(s) signing below personally represents and warrants he/she is executing the Agreement with full authority to act for and on behalf of the Grantor on behalf of which they sign this Agreement.

11. This Agreement, its validity and enforceability are contingent on the approval of Karen and Frank Dill. The signature of Karen and Frank Dill below shall constitute their approval of the Improvements and their consent to relocation of the easement/right-of-way held by the HRM as shown on **Exhibit D attached hereto**, which is on the Dill property described in **Exhibit C** attached hereto.

12. This Agreement constitutes Grantor's written approval of the matters identified in this Agreement pursuant to Idaho Code §§ 18-4308, 42-1207 and 42-1209.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

AGREEMENT -- 5

HRM Lateral Pipeline Association, an Idaho unincorporated
association

By: Paul Lloyd Atkins
Its: Authorized Agent

Richmond American Homes of Idaho, Inc.,
a Colorado corporation

By: [Signature]
Its: FRANK ORTMAN
DIVISION PRESIDENT

Karen Dill

Frank Dill

AGREEMENT - 6

HRM Lateral Pipeline Association, an Idaho unincorporated association

By: _____

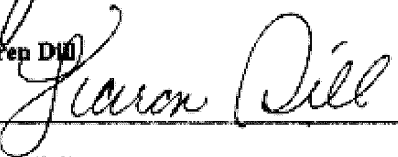
Its: _____

Richmond American Homes of Idaho, Inc.,
a Colorado corporation

By:  _____

Its: RYAN ORMAN
DIVISION PRESIDENT

Karen Dill

 _____

Frank Dill

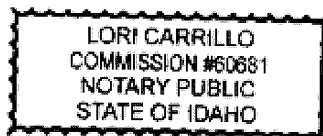
 _____

AGREEMENT - 7

STATE OF IDAHO)
)ss.
County of Ada)

On this 4 day of Oct in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen Dill known or identified to me (on the basis of satisfactory evidence), to be the persons whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

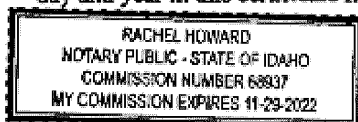



Notary Public for Idaho
Residing at Star 1 d
My Commission Expires: Dec 17 2024

STATE OF IDAHO)
)ss.
County of Ada)

On this 5th day of October in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank Dill known or identified to me (on the basis of satisfactory evidence), to be the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



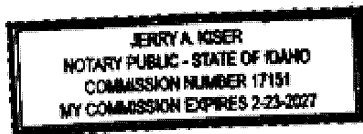

Notary Public for Idaho
Residing at Star 1 D
My Commission Expires: 11-29-2022

AGREEMENT - 8

STATE OF IDAHO)
 : ss.
County of Ada)

On this 7 day of October in the year 2022, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared Paul Lloyd Atkins known or identified to me to be the Authorized Agent of the HRM Lateral Pipeline Association, an Idaho unincorporated association that executed the instrument or the person who executed the instrument on behalf of said Association and acknowledged to me that such Association 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.

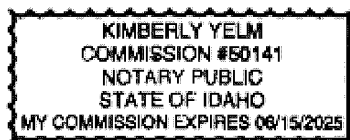


[Signature]
Notary Public for the State of Idaho
Residing in Ada County, Idaho
My Commission Expires: 02/23/2027

STATE OF IDAHO)
 : ss.
County of Ada)

On this 27 day of September in the year 2022, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared Ryan Ortman, known or identified to me to be the Division President of Richmond American Homes of Idaho, Inc. a Colorado corporation that executed the instrument on behalf of said Corporation, and acknowledged to me that such corporation 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 the State of Idaho
Residing in Ada County, Idaho
My Commission Expires: _____

AGREEMENT - 89

EXHIBIT A

Legal Description
BOUNDARY DESCRIPTION FOR

PROPOSED GREINERS HOPE SPRINGS SUBDIVISION NO. 6

A parcel located in the SW 1/4 of the NW 1/4 of Section 5, and in the SE 1/4 of the NE 1/4 of Section 6, Township 4 North, Range 1 West, Boise Meridian, City of Star, and being a part of Lots 5, 7, 8, and 9 of Block 1 of *RUSTY SPUR RANCHETTES SUBDIVISION NO. 2* as shown in Book 64 of Plats at Page 6558 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said SE 1/4 of the NE 1/4, from which an aluminum cap monument marking the northeasterly corner of said Section 6 bears N 0°56'44" E a distance of 2708.74 feet;

Thence N 0°56'44" E along the easterly boundary of said SE 1/4 of the NE 1/4 a distance of 1284.57 feet to a point on the southerly right-of-way of W New Hope Road, said point being the POINT OF BEGINNING;

Thence leaving said easterly boundary N 88°42'57" W along said southerly right-of-way a distance of 39.94 feet to a point;

Thence leaving said right-of-way S 1°17'03" W a distance of 145.17 feet to a point;

Thence S 43°55'50" E a distance of 3.01 feet to a point;

Thence S 0°51'13" W a distance of 50.00 feet to a point;

Thence N 89°08'37" W a distance of 9.44 feet to a point;

Thence S 45°55'57" W a distance of 25.72 feet to a point;

Thence S 1°17'03" W a distance of 143.00 feet to a point;

Thence S 43°51'58" E a distance of 19.59 feet to a point;

Thence S 88°41'32" E a distance of 10.06 feet to a point;

Thence S 1°21'13" W a distance of 163.00 feet to a point;

Thence N 58°38'47" W a distance of 212.00 feet to a point;

Page 1 of 2

AGREEMENT - 10

Thence S 1°21'13" W a distance of 100.16 feet to a point;

Thence S 43°38'47" E distance of 18.38 feet to a point;

Thence S 1°21'13" W a distance of 50.02 feet to a point;

Thence a distance of 30.36 feet along the arc of a 500.00 foot radius non-tangent curve left, said curve having a radius point bearing S 0°08'15" E, a central angle of 3°28'45" and a long chord bearing S 88°07'23" W a distance of 30.35 feet to a point;

Thence S 1°21'13" W a distance of 111.12 feet to a point;

Thence S 88°38'47" E a distance of 3.49 feet to a point;

Thence S 1°21'13" W a distance of 115.82 feet to a point;

Thence S 0°21'08" E a distance of 50.40 feet to a point;

Thence S 1°30'21" W a distance of 14.80 feet to a point;

Thence S 88°38'47" E a distance of 458.01 feet to a point;

Thence N 73°49'01" E a distance of 52.34 feet to a point;

Thence S 88°59'39" E distance of 112.00 feet to a point on the easterly boundary of said *RUSTY SPUR RANCHETTES SUBDIVISION NO. 2*;

Thence N 1°00'21" E along said easterly boundary a distance of 879.15 feet to a point on the southerly right-of-way of W New Hope Road;

Thence leaving said easterly boundary N 89°08'47" W along said right-of-way a distance of 349.22 feet to the POINT OF BEGINNING.

This parcel contains 11.304 acres and is subject to any easements existing or in use.

Prepared by: Kyle A. Kooslar, PLS
Civil Survey Consultants,
Incorporated August 30, 2021



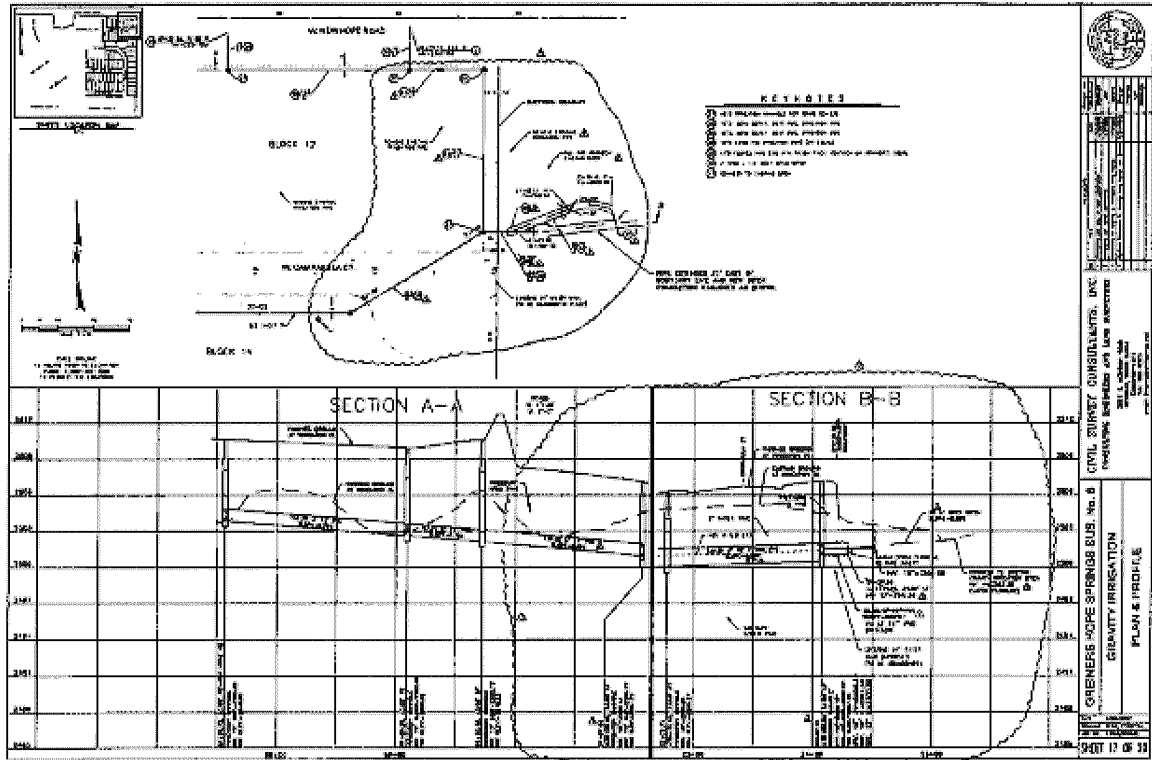
EXHIBIT A

AGREEMENT - 11

EXHIBIT B

[SEE ATTACHED]

AGREEMENT - ~~12~~ 12



13

EXHIBIT B page 2

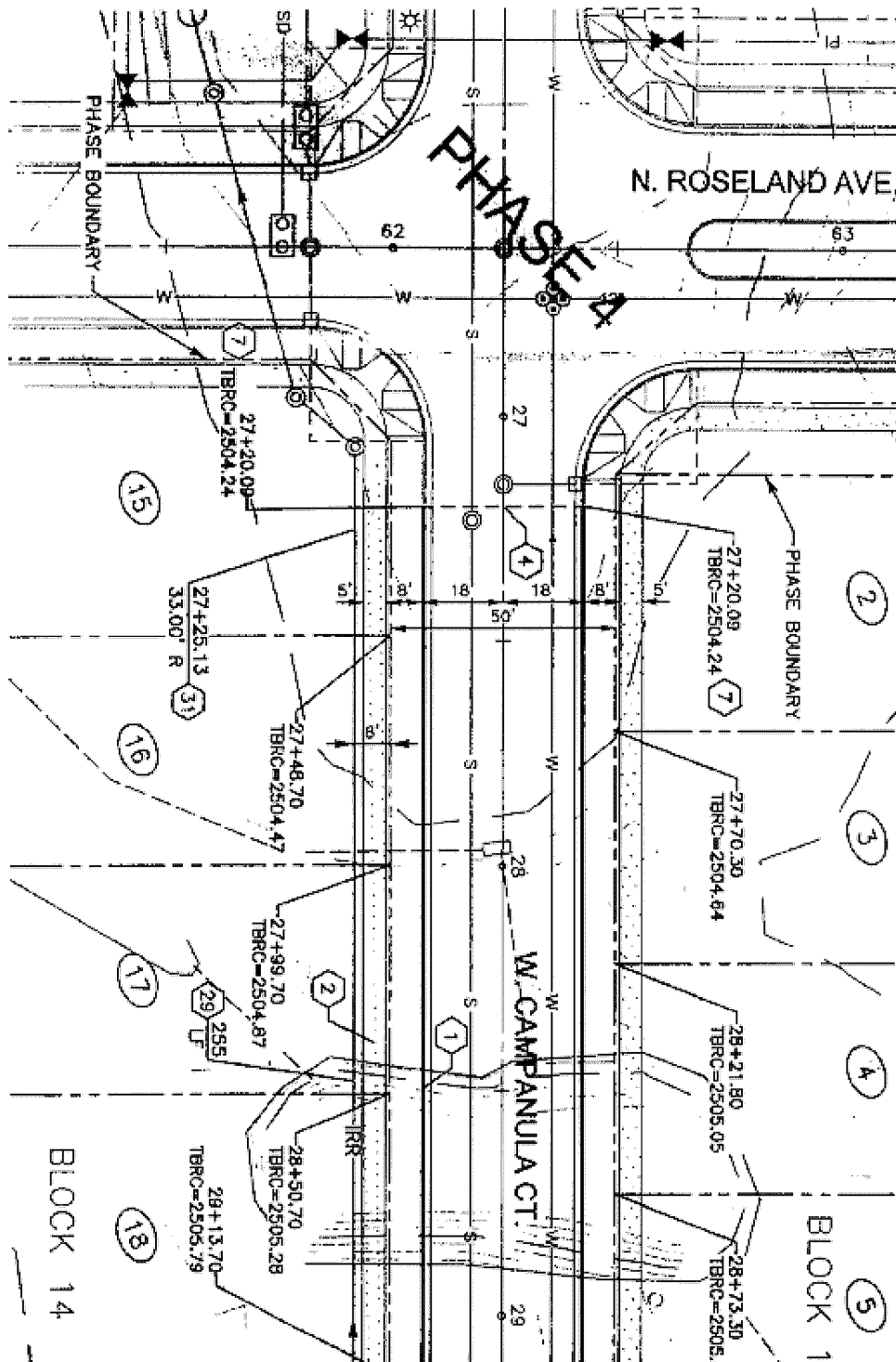


EXHIBIT C

Legal Description for Dill Property

The real property described herein is located in Ada County, State of Idaho and is more particularly described as follows:

A part of Lot 11 of Block 1 of Rusty Spur Ranchettes Subdivision No. 3, as shown in book 66 of Plats at pages 6758-6759 in the office of the Ada County Recorder, Ada County, Idaho.

AGREEMENT - *15*

EXHIBIT D
[SEE ATTACHED]

AGREEMENT – ~~16~~ 16

EXHIBIT D-1

STRIP EASEMENT

RICHMOND AMERICAN HOMES OF IDAHO INC

An easement for a new Irrigation ditch located in the SW 1/4 of the NW 1/4 of Section 5, Township 4 North, Range 1 West, Boise Meridian, and being a part of Lot 11 of Block 1 of *RUSTY SPUR RANCHETTES SUBDIVISION NO. 3* as shown in Book 66 of plats at Pages 6758 – 6759 in the office of the Recorder, Ada County, Idaho, being a strip of land 30 feet in width lying 15 feet north and 15 feet south of the following described line:

Commencing at an aluminum cap monument marking the southwesterly corner of said SW 1/4 of the NW 1/4, from which an aluminum cap monument marking the northwesterly corner of said Section 5 bears N 0°56'44" E a distance of 2708.74 feet;

Thence S 88°59'12" E along the southerly boundary of said SW 1/4 of the NW 1/4 a distance of 347.86 feet to a point marking the southwesterly corner of said *RUSTY SPUR RANCHETTES SUBDIVISION NO. 3*;

Thence leaving said southerly boundary N 1°00'21" E along the westerly boundary of said *RUSTY SPUR RANCHETTES SUBDIVISION NO. 3* a distance of 1147.54 feet to the POINT OF BEGINNING;

Thence leaving said westerly boundary S 89°08'47" E a distance of 37.70 feet to a point;

Thence N 84°28'38" E a distance of 81.08 feet to the POINT OF TERMINUS.

The sidelines of said strip should be lengthened or shortened so as to begin at the westerly boundary of said SW 1/4 of the NW 1/4 and end at the points of intersection with the existing irrigation easement.

This parcel contains 3,569 square feet (0.082 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
September 16, 2022

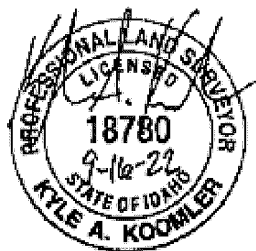
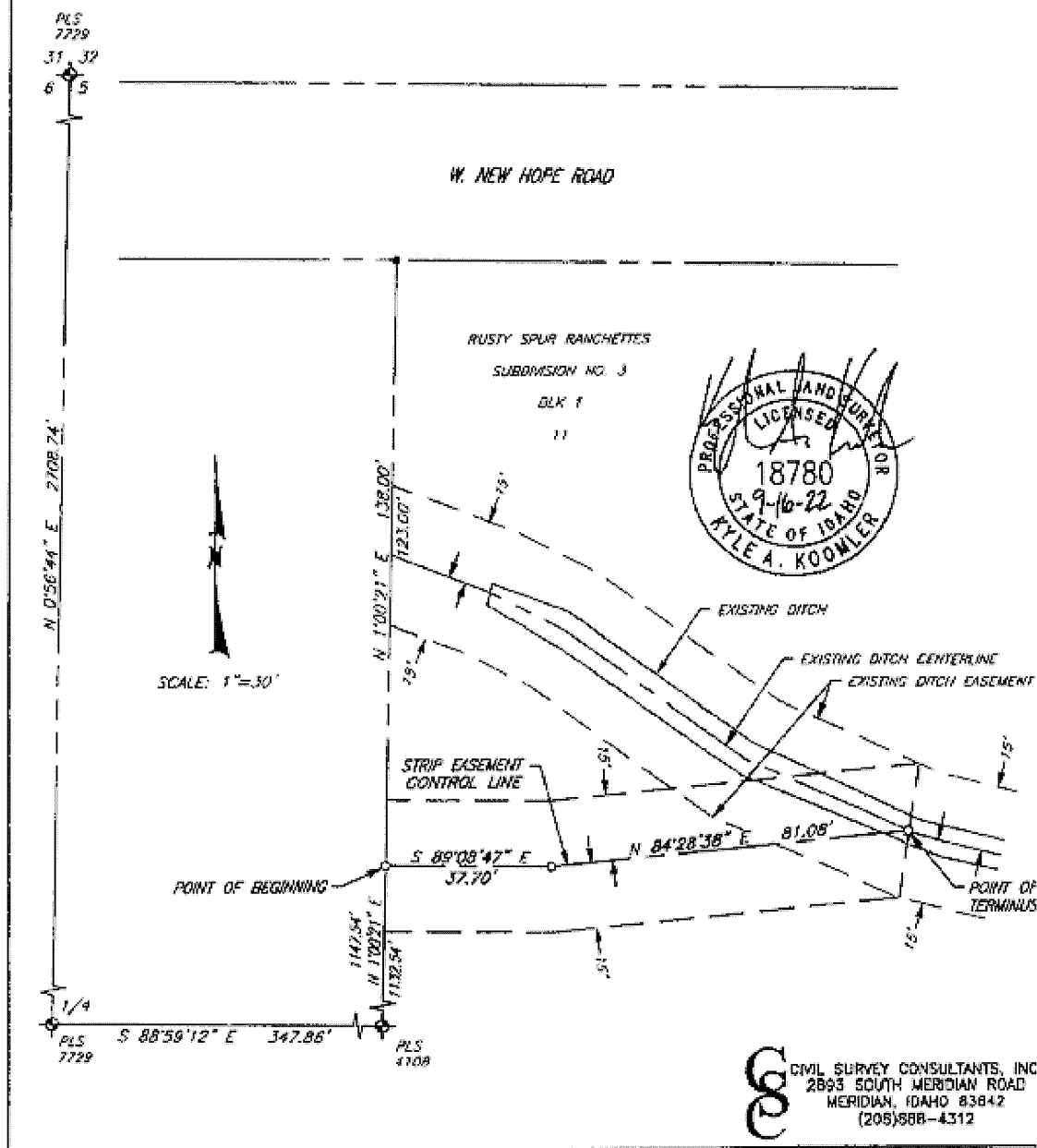


EXHIBIT D-2

SKETCH TO ACCOMPANY EASEMENT DESCRIPTION
LOCATED IN THE SW 1/4 OF THE NW 1/4 OF
SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST,
BOISE MERIDIAN, ADA COUNTY, IDAHO



18