

Moon Valley Subdivision No. 3

Notes

- 1. Lot 235 of Block 1 is designated as a private road; and Lots 171, 173, 174, 175, 182, 185, 190, 196, 199, 204, 207, 210, 216, 221, 226, 231 and 234 of Block 1, are common lots and will be owned and maintained by Riverstone Homeowner's Association, Inc.
- 2. Lot 185 of Block 1 is a common driveway lot for lot access to lots 183, 184, 186 & 187 of Block 1. Lot 190 of Block 1 is a common driveway lot for lot access to lots 188, 189, 191 & 192 of Block 1. Lot 199 of Block 1 is a common driveway lot for lot access to lots 197, 198, 200 & 201 of Block 1. Lot 204 of Block 1 is a common driveway lot for lot access to lots 202, 203, 205 & 206 of Block 1. Lot 210 of Block 1 is a common driveway lot for lot access to lots 208, 209, 211 & 212 of Block 1. Lot 216 of Block 1 is a common driveway lot for lot access to lots 214, 215, 217 & 218 of Block 1. Lot 221 of Block 1 is a common driveway lot for lot access to lots 219, 220, 222 & 223 of Block 1. Lot 226 of Block 1 is a common driveway lot for lot access to lots 224, 225, 227 & 228 of Block 1. Lot 231 of Block 1 is a common driveway lot for lot access to lots 229, 230, 232 & 233 of Block 1. These common driveway lots shall be owned and maintained by the Riverstone Homeowner's Association, Inc.
- 3. The pressurized irrigation system shall be owned and maintained by Riverstone Homeowner's Association, Inc. Irrigation water will be provided by Pioneer Ditch Company LTD. The Lots within this subdivision will be obligated for assessments from the Pioneer Ditch Company LTD.
- 4. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the re-subdivision.
- 5. 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.
- 6. This Development is subject to a Development Agreement Instrument No. 2019—099018, and amended by that First Amendment to Amended and Restated Development Agreement Instrument No. 2021—076058.
- 7. Lots shall not be reduced in size without prior approval from the Health Authority.
- 8. No additional domestic water supplies shall be installed beyond the water system approved in sanitary restriction release.
- 9. Reference is made to the public health letter on file with Ada County Recorder regarding additional restrictions.
- 10. 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."
- 11. No work shall be performed within the FEMA Floodway without a permit.
- 12. This Subdivision is located within Zone X and Special Flood Hazard Area Zone AE, as specified on FEMA Flood Insurance Rate Maps 160010130 J and 16001C0140 J, both with effective date of June 19, 2020.
- 13. A building permit shall not be issued for any lot that is located within the mapped floodplain until a Flood Plain Development Permit is obtained for the individual lot. Each lot within the mapped floodplain shall require an individual Flood Plain Development Permit. No work shall be performed within the Floodway Area without a permit. No rise certificates will be required for any work within the Floodway Area.
- 14. This subdivision is subject to Covenants, Conditions & Restrictions contained in Instrument No. 2020—095409, First Supplement Instrument No. 2020—095415, and First Amendment to First Supplement Instrument No. 2021—016388 along with any Amendments thereto.
- 15. This Development is subject to Drainage District No, 2 License Agreement Instrument No. 2020-049626.

Reference Documents

Subdivisions: R.L. Hon Subdivision (Bk. 4 Plats, Pg. 163)

Matt Subdivision (Bk. 73 Plats, Pgs. 7509-7510)

Moon Valley Subdivision No. 1 (Bk. 118 Plats. Pgs. 18219-18229

Surveys: ROSs 706, 1216, 11900.

Deeds: 97026153, 97066505, 104023529 & 104046780.

Easements: 95048768, 2019-119142 & 2020-049628

Easement Notes

- 1. Lots 171, 173, 174, 175, 182, 185, 190, 196, 199, 204, 207, 210, 216, 221, 226, 231 and 234 of Block 1 are hereby designated as having a Utility Easement co—situate with said lot.
- 2. Lot 235 of Block 1 is hereby designated as having a Private Road Easement and a Star Sewer and Water District Easement co-situate with said lot.
- 3. 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, water & sewer service, cable television/data; appurtenances thereto; and lot drainage.
- 4. Sidewalk Easements as shown hereon are non—exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for ingress & egress; the installation, maintenance, operation, and use of sidewalks; and appurtenances thereto. Riverstone Homeowner's Association, Inc. shall be responsible for maintenance of sidewalks.
- 5. The Private Road Easement designated hereon is non—exclusive, perpetual, shall run with the land, is appurtenant to the lots shown hereon, and is hereby reserved for the ingress and egress of emergency vehicles; the installation, maintenance, operation, and use of roadways, sidewalks, driveways, and landscaping; and appurtenances thereto.
- 6. See Instrument No. 2020-049628 for Drainage District No. 2 Easement.
- 7. See Instrument No. 2019-119142 for Star Sewer & Water District Utility Easement.
- 8. No easement shown or designated hereon shall preclude the construction and maintenance of hard—surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.
- 9. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
- 10.The Access Easements designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots adjoining and fronting thereon. Lots 183, 184, 186 & 187 of Block 1 front upon the easement over Lot 185 of Block 1; Lots 188, 189, 191 & 192 of Block 1 front upon the easement over Lot 190 of Block 1; Lots 197, 198, 200 & 201 of Block 1 front upon the easement over Lot 199; Lots 202, 203, 205 & 206 of Block 1 front upon the easement over Lot 204; Lots 208, 209, 211 & 212 of Block 1 front upon the easement over Lot 210; Lots 214, 215, 217 & 218 of Block 1 front upon the easement over Lot 226; Lots 224, 225, 227 & 228 of Block 1 front upon the easement over Lot 226; Lots 229, 230, 232 & 233 of Block 1 front upon the easement over Lot 231 of Block 1 and are hereby reserved for ingress & egress; the installation, maintenance, operation, and use of a common driveway; and appurtenances thereto. See the Covenants, Conditions and Restrictions referenced in Note 14 for rights, restrictions, maintenance, and assessments.

Suryeyor's Narrative

SURVEY PURPOSE: To determine the boundary of a portion of Parcel III of that land as described in that Special Warranty Deed recorded under Instrument No. 104023529, Ada County Records, Idaho and of a portion of that land as described in that Warranty Deed recorded under Instrument No. 97026153, Ada County Records, Idaho, and to include said portions of said lands within this subdivision.

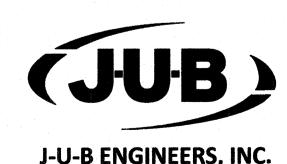
DOCUMENTS USED: See Reference Documents below left.

BOUNDARY CONTROLLED BY: The northeasterly boundary is controlled by that land as described in that Warranty Deed recorded under Instrument No. 97066505, Ada County Records and as surveyed according to said Record of Survey No. 11900.

The easterly boundary is controlled by Moon Valley Subdivision No. 1.

The southerly, westerly, and northerly boundaries and are controlled by a boundary line created by the client reflecting how portions of the lands of hereinabove described Warranty Deeds are desired to be subdivided.





2760 W. Excursion Ln., Suite 400, Meridian, ID 83642
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Moon Valley Subdivision No. 3

Certificate of Owners

Know all people by these presents: that we, the undersigned, do hereby certify that we are the owners of that real property to be known as Moon Valley Subdivision No. 3, and that we intend to include said real property, as described below, in this plat:

That portion of the Northeast Quarter of Section 16, Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County Idaho, particularly described as follows:

COMMENCING at the corner common to Sections 9, 10, 15 and 16, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, from which the north quarter corner of said Section 15 bears South 89°06'20" East, 2644.08 feet; Thence, along the line common to said Sections 15 and 16, South 00°39'42" West, 970.60 feet to the southerly right-of-way line of Moon Valley Road; Thence, along said southerly right-of-way line, North 74°38'38" West, 301.11 feet to the northeast corner of the lands of Akins as described in that Warranty Deed recorded under Instrument No. 97066505, Ada County Records, said northeast corner being the most northerly corner of Moon Valley Subdivision No. 1 according to the official plat thereof filed in

Book 118 of Plats at Pages 18219 through 18229, Ada County Records; Thence, along the westerly boundary line of said Moon Valley Subdivision No. 1, South 00'39'51" West, 957.73 feet to an angle point thereon and the POINT OF BEGINNING; Thence continuing along said westerly boundary the following eleven (11) courses: 1) S 38'09'21" E, 39.95 feet; 2) S 37"26'17" W, 86.39 feet; 3) S 32'08'47" W, 50.19 feet; 4) S 30"17'36" W, 34.28 feet; 5) S 61'15'54" E. 134.11 feet 6) S 28'44'06" W. 8.18 feet; 7) S 61°15'54" E. 37.00 feet: 8) N 28'44'06" E, 8.39 feet; 9) S 58'33'55" E. 133.65 feet 10) S 28'44'06" W, 58.23 feet; 11) S 00°39'42" W, 97.26 feet to the northwest corner of the lands of Thomas as described in that Warranty Deed recorded under Instrument No. 104046780, Ada County Records:

Thence S 00°39'42" W. 20.00 feet along the west line of said lands of Thomas; Thence N 89°20'18" W. 177.50 feet departing from said lands of Thomas; Thence N 00°39'42" E. 14.90 feet to the beginning of a curve; Thence along said curve to the left an arc length of 28.07 feet, having a radius of 81.50 feet, a central angle of 19°44'03", a chord bearing of N 09°12'20" W and a chord length of 27.93 feet: Thence S 78'39'03" W. 291.79 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 38.41 feet, having a radius of 370.50 feet, a central angle of 05°56'21", a chord bearing of S 02°22'25" W and a chord length of 38.39 feet;

Thence N 84'39'24" W, 210.48 feet; Thence N 40'51'33" W, 182.37 feet; Thence N 67'08'20" W, 157.59 feet; Thence S 84'28'35" W, 102.76 feet; Thence N 62°37'49" W, 171.31 feet: Thence N 40°30'19" W. 35.94 feet; Thence N 24°11'20" W. 52.80 feet; Thence N 60°33'26" E, 37.89 feet; Thence N 19'42'17" E, 151.32 feet; Thence N 17'30'26" W, 14.39 feet; Thence N 72°29'34" E. 29.81 feet; Thence N 63'43'59" E, 47.00 feet to the beginning of a non-tangent curve; Thence along said non-tangent curve to the right an arc length of 39.55 feet, having a radius of 168.00 feet, a central angle of 13°29'14", a chord bearing of N 19°31'24" W and a chord length of 39.46 feet; Thence N 12'46'47" W, 70.08 feet to the beginning of a curve; Thence along said curve to the right an arc length of 25.53 feet, having a radius of 283.00 feet, a central angle of 05°10'08", a chord bearing of N 10°11'43" W and a chord length of 25.52 feet: Thence S 88'14'39" E, 266.67 feet; Thence N 00'50'21" E, 106.08 feet; Thence S 89'09'39" E, 197.00 feet to the west line of said lands of Akins; Thence S 00'50'21" W, 155.45 feet along said west line;

Thence S 79'18'11" E. 508.93 feet along the south line of said lands of Akins to the POINT OF BEGINNING.

The hereinabove-described parcel contains 13.49 acres, more or less.

The private roads shown on this plat are not dedicated to the public. The easements shown on this plat are not dedicated to the public, however the right to use said private roads and 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 erected within the lines of said easements. All of the lots within this subdivision are eligible to receive water and sewer service from the Star Sewer & Water District and the Star Sewer & Water District has agreed in writing to serve all lots within the subdivision. Irrigation water has been provided from Pioneer Ditch Company, LTD., 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 the Pioneer Ditch Company, LTD.

In witness whereof, I have hereunto set my hands:

Sundance Investments, L.L.L.P. (formerly Sundance Investments Limited Partnership), an Idaho limited liability partnership By: The Sundance Company, an Idaho corporation Christopher L. Anderson, President

Acknowledgment

State of Idaho

County of On this 3th day of November a Notary Public in and for the State of Idaho personally appeared Christopher L. Anderson, known or identified to me to be President of The Sundance Company, the general partner of SUNDANCE INVESTMENTS. L.L.P. (formerly Sundance Investments Limited Partnership) the entity that executed the within instrument and acknowledged to me that said entity executed the same.

Notary public for WOMERITIAN IN My commission expires 11 917024

> Danielle Baker Commission Number 60601 NOTARY PUBLIC STATE OF IDAHO
> MY COMMISSION EXPIRES 11/09/2024

BFT KGLG Cherry Lane, LLC, an Arizona limited liability company

BFT Management, LLC, an Arizona limited liability company, Manager Its: Manager

Acknowledgment State of <u>Fdaho</u>

County of Ada On this 30 day of September, 20 21, before me, the undersigned, a Notary Public in and for the State of 10000, personally appeared William I. Brownlee, known or identified to me to be Manager of BFT Management, LLC, the limited liability company that is the Manager of BFT KGLG Cherry Lane, LLC, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the

Notary public for ACIA CO My commission expires 1:15:26

Ball Real Estate Investments, LLC. an Arizona limited liability company

4222, LLC. an Arizona limited liability company W. Scott Schirmer its: Manager

Acknowledgment

State of <u>Idaho</u> On this 30 day of September, 2021, before me, the undersigned, a Notary Public in and for the State of ______, personally appeared W. Scott Schirmer, known or identified to me to be Manager of 4222, LLC, the limited liability company that is the Manager of Ball Real Estate Investments, LLC, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that

such limited liability company executed the same.

Notary public for Ada Co My commission expires 1.15.26

Certificate of Surveyor

I. Robert L. Kazarinoff, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of Moon Valley Subdivision No. 3, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.

Robert L. Kazarinoff, PLS 16642

2760 W. Excursion Ln., Suite 400, Meridian, ID 83642 p 208 376 7330 w www.jub.com

J-U-B ENGINEERS, INC.

Moon Valley Subdivision No. 3

Approval of Central District Health

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 a certificate of disapproval.

Central District Health

REHS

ADA

COUNTY

Date

Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 19 day of 5.17, 2021.

Commission President
Ada County Highway District



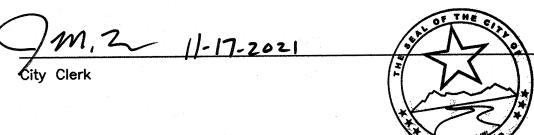
Approval of City Engineer

I, the undersigned, City Engineer in and for the City of Star, Ada County, Idaho, on this day

November 12, 2021, hereby approve this plat.

Ayunt Mary PF 11621

Approval of City Council



Certificate of County Surveyor

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

Ada County Surveyor
PLS# 13553



19 November 2021

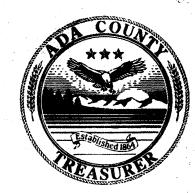
Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Ada, 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.

Elizabeth Mahn Nov. 22 2021

Ada County Treasurer

Signed by Deputy: Alwandowyyth



County Recorder's Certificate

State of Idaho
County of Ada
Ss. Instrument No. 2021-166989

I hereby certify that this instrument was filed at the request of JUB Engineers, Inc. at

21_minutes past_4_o'clockP.M.,

this 22 day of November, in my office, and was recorded in Book 22 of Plats at Pages 1916 through 1916.7

Fee:____

Mi M Grane

Ex+Officio Recorder



