

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
TRAMONTO SUBDIVISION**

February 18, 2020

NOTICE

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

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRAMONTO SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Tramonto Subdivision (this "Declaration") is made effective this 19th day of February, 2020, by Renovare Development II LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: PROPERTY AND PURPOSES

Section 1. Property Covered/Benefit of Declaration. The property subject to this Declaration is legally described on the attached Exhibit A, which is made a part hereof ("Property"). The Property is shown on the Plat, as hereinafter defined.

This Declaration is for the benefit of the Declarant, the Association and all Owners of any portion of the Property.

Section 2. Purposes of Declaration. The purposes of this Declaration are to set forth the basic Restrictions, as hereinafter defined, and uses that will apply to the Property. The Restrictions contained herein are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

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

ARTICLE III: DEFINITIONS

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

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

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

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

Section 5. "Common Driveway" shall mean Lot 10, Block I, as shown on the Plat. This Common Driveway is also a Common Lot to be owned and maintained by the Association.

Section 6. "Common Lots" shall mean all real property (including the Improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners. The Common Lots are legally described on the attached Exhibit B, which is made a part hereof.

Section 7. "Declarant" shall mean Renovare Development II LLC, an Idaho limited liability company, or its permitted assigns.

Section 8. "Dwelling Unit" shall mean each single family, detached residential home to be constructed on each Lot.

Section 9. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, landscaping, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any other exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and/or all later additions and/or alterations.

Section 10. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the costs and expenses incurred by the Association, including, without limitation, legal fees and costs, whether or not suit has been filed, for specific maintenance as detailed in this Declaration, any corrective action taken by the Association or fines levied by the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any such Owner or occupant of such Owner's Lot, or the family members, licensees, invitees, agents, contractors or employees thereof. Such costs, expenses and fines shall include, without limitation, damage to the Common Lots and/or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair.

Section 11. "Lot" shall mean any lot shown on the Plat (or any other plat of the Property) with the exception of the Common Lots.

Section 12. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 13. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 14. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers and builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 16. "Plat" shall mean the Tramonto Subdivision final plat filed in Book 118 of Plats at Pages 17990 through 17994, Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit C, which is made a part hereof.

Section 17. "Property" shall mean that certain real property shown on the Plat and legally

described on the attached Exhibit A, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 18. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Common Lots, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

Section 19. "Restrictions" shall mean the restrictions, covenants, limitations, conditions and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.

Section 20. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

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

No shack, tent, trailer house, basement only, split entry, manufactured, mobile or pre-built homes shall be allowed.

All Dwelling Units shall be designed and constructed to be compatible and consistent with a Tuscan theme architectural style with old world exterior finishes, examples of which are shown on the attached Exhibit D, which is made a part hereof.

Finally, Lots 6 through 9, Block 1, as shown on the Plat, are restricted to single-story Dwelling Units of not more the twenty-five feet (25') in height.

Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Lots including any and all Improvements located thereon. The Association shall maintain and operate these Common Lots in accordance with the Eagle City Code and in a competent and attractive manner, including the watering, mowing, fertilizing and caring for any and all lawns, shrubs and trees thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Subject to Section 3 below, every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions (and subject to all other terms contained in this Declaration):

(a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;

(b) the right of the Association to adopt rules and regulations governing the use of any recreational facility situated upon a Common Lot; and

(c) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any Assessment remains unpaid and/or for any infraction of its rules and regulations.

The Common Lots cannot be mortgaged, conveyed or encumbered without the approval of at least two-thirds (2/3) of the Class A Members. If ingress or egress to any Lot is through any portion of the Common Lots, any such conveyance or encumbrance shall be subject to an easement of the Owners for the purpose of ingress and egress.

Section 3. Common Driveway. The Common Driveway shall be used only by the Association (for any reasonable purpose) and the Owners of Lots 8, 9, 14 and 15, Block 1, as well as their family members, invitees and licensees, for ingress to, and egress from, their respective Lots. Accordingly, the Owners of Lots 8, 9, 14 and 15, Block 1, as well as their family members, invitees and licensees, shall have a perpetual, non-exclusive easement on, over, across and through the 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 the Common Driveway (including snow removal) and shall keep it in a neat, clean and well maintained condition. The Common Driveway must consist of a paved surface capable of supporting fire trucks and equipment. **The costs of such maintenance, repair and replacement shall be passed on to all Owners in the form of Regular Assessments in equal shares; 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 Declaration to the contrary, 1) the Common Driveway 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 Driveway is strictly prohibited.

Section 4. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units **provided such home occupations 1) do not increase the burdens on the public streets or the Common Driveway (including increased traffic) and/or 2) do not unreasonably interfere with any other Owner's use and enjoyment of his or her Lot.** If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on the public streets or Common Driveway and/or unreasonably interfering with any other Owner's use and enjoyment of his or her Lot, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on the public streets or Common Driveway or the use and enjoyment of an Owner's Lot.

Section 5. Vehicle and Other Storage. Unenclosed areas, which include driveways and all other unenclosed paved areas within the Property, are restricted to use for temporary parking of operative

motor vehicles of Owners and their family members, invitees and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Lot. Notwithstanding the foregoing, the parking of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the Architectural Committee. For purposes of this Section, temporary parking shall be parking for no more than twenty-four (24) hours at any one time.

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

Notwithstanding anything in this Section to the contrary, all Owners, as well as their family members, invitees and licensees, must abide by all parking and other signs posted within the Property by the Declarant and/or the Association, if any.

Section 6. Compliance With Laws, Rules and Ordinances. Neither the Association nor any Owner, or their respective family members, invitees or licensees, shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any laws, rules, regulations or ordinances.

Section 7. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5) square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 8. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Lots, whether as pets or otherwise; provided however, that this provision shall not prohibit Owners from having the following:

- (a) The Owners of Lots 1 through 4, 6 through 9 and 11 through 14, Block 1, may have two (2) or less dogs and/or cats (i.e., an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat); and
- (b) The Owner of Lot 15, Block 1, may have four (4) or less dogs and/or cats (i.e., this Owner may have a maximum of four (4) dogs, four (4) cats or a combination of dogs and cats not to exceed four (4)), and as many as four (4) horses on his or her Lot.

The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 9. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Lots or Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity thereof, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 10. Exterior Improvements, Appearance and Emergency Maintenance. No Owner shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount as determined by the Board, against said Owner for as long as the violation persists, and/or 2) enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. Any such fines and any cost incurred by the Association for repairs and maintenance shall be treated as Limited Assessments to such Owner.

In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their family members, invitees or licensees, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot to make repairs or perform maintenance. Such entry shall be repaired by the Board out of Regular or Special Assessments (unless the emergency was caused by an Owner, his family members, invitees or licensees, in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). In addition, if the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 11. Outbuildings. All outbuildings shall be pre-approved in writing by the Architectural Committee and be constructed of quality building material, completely finished and painted on the outside and shall be of quality and character that will be in harmony with the other buildings on the Property.

Section 12. Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Chain link, dog-eared cedar and vinyl fences are prohibited. Fencing adjacent to any Common Lot shall be wrought iron fencing. No fence shall be higher than six feet (6') in height. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences shall be so situated as to not unreasonably interfere with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable nuisance or noxious use.

Section 13. Antennae/Dishes. The location, type, style and color of any and all antennae and/or satellite or other dishes shall be pre-approved in writing by the Architectural Committee. All antennae and/or satellite or other dishes shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

Section 14. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lots which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.

Section 15. Storm Water Drainage. Portions of Lots 1 through 4, Block 1, as shown on the Plat, are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County, and are incorporated herein by this reference as if set forth in full ("Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 of the Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system and such system shall be maintained by ACHD. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

There shall be no interference with the established drainage pattern over any portion of these Lots, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of these Lots are completed by the Declarant, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD.

The Association shall also be responsible for certain maintenance, repair and/or replacement of storm water drainage systems located on the Property (other than storm water drainage systems located on, and serving only, individual Lots). Such maintenance, repair and/or replacement shall be done in accordance with that certain Storm Drain/Pressure Irrigation Operations & Maintenance Plan for Tramonto Subdivision, dated August, 2019, a true and correct copy of which is attached hereto as Exhibit E, which is made a part hereof ("O&M Plan"). The O&M Plan shall not be revised or otherwise amended without the prior written consent of ACHD.

ACHD shall have the right to inspect any storm water drainage systems the Association is responsible to maintain, repair and/or replace, and, if necessary, perform any maintenance, repairs or replacements. The cost of any such maintenance, repairs and/or replacements shall be promptly paid by

the Association within thirty (30) days of receiving an invoice therefore. In the event any such cost is not timely paid by the Association, ACHD shall be entitled to enforce its collection rights pursuant to all rights and remedies afforded it pursuant to applicable law, including, without limitation, the right to place a lien on the Property until such costs are paid in full.

All Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

Notwithstanding the forgoing, all Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement.

Section 16. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than two vehicles. To the extent possible, garage doors must remain closed at all times.

Section 17. Construction Commencement, Completion and Other Activities. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit and all other Lot Improvements within one year from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve months from the commencement date in which to complete construction of the Dwelling Unit and all other Lot Improvements. **In the event any Owner violates either (or both) of the construction time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. This fine is applicable to both the construction commencement and construction completion requirements.** Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

Section 18. Construction Equipment. No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.

Section 19. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Section 20. Garbage Pick-Up. Garbage and recycle containers shall be placed on the appropriate sidewalks or driveways only on garbage and recycle collection days, and such containers must be removed no later than 8:00pm that evening.

Section 21. No Further Subdivision. No Lot may be further subdivided; provided, however, that this Section is not applicable to Declarant who may further subdivide any Lot owned by it.

Section 22. Lot 15, Block 1. Lot 15, Block 1, as shown on the Plat, is an existing residence. This Lot, including all Improvements thereon, are subject to this Declaration, provided, however, that all Improvements existing on this Lot as of the recording date of this Declaration, are not subject to Architectural Committee review and approval (but rather are deemed approved Improvements). Future Improvements to this Lot and/or the exterior of the Dwelling Unit located thereon, are subject to Architectural Committee review and approval. In addition, the Owner of this Lot shall be a Member in the Association subject to the payment of all Assessments levied thereby.

Section 23. Exterior Lighting. Exterior lights are prohibited from remaining on all night. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed.

ARTICLE V: IRRIGATION

Non-potable (non-drinkable) irrigation water will be supplied to the Property via ground water and surface water from the Farmers Union Ditch Company ("Farmers Union"). This irrigation water shall be delivered to the Property by the Corrente Bello Subdivision Homeowners' Association, Inc. ("CB HOA") pursuant to that certain Water Delivery Agreement by and between CB HOA and Declarant recorded in the official records of Ada County, Idaho as Instrument Number 2019-003425. This irrigation water will then be distributed through-out the Property using a pressurized irrigation system owned, operated and maintained by the Association ("Pressurized Irrigation System"). **The Pressurized Irrigation System will be used for all irrigation, including the irrigation of the Common Lots and Lots.**

By accepting a deed to any portion of the Property, all Owners and the Association hereby agree to the following as it relates to the Pressurized Irrigation System and delivery of irrigation water:

(a) To abide by all the terms, covenants and conditions contained in the Water Delivery Agreement;

(b) To pay his/her/its proportionate share of assessments and other fees levied by Farmers Union and CB HOA;

(c) To pay all Assessments levied by the Association;

(d) That the Association shall have the absolute right to promulgate and revise any and all rules it deems advisable for the proper delivery of irrigation water and smooth operation of the Pressurized Irrigation System;

(e) That the availability of irrigation water is subject to various conditions in any given water year and that the amount of water supplied to the Property is subject to 1) action of Farmers Union, the Idaho Department of Water Resources and the Water District 63 Watermaster, 2) seasonal and annual variability in water supply and 3) other circumstances that may be beyond the control of CB HOA, the Declarant and the Association;

(f) Each Owner shall hold the Association and Declarant harmless from any and all liability for damages or injuries to themselves, and their family members, invitees and licensees, caused by the Pressurized Irrigation System; and

(g) Declarant will assign to the Association, and the Association will assume, all of Declarant's rights, duties and obligations under the Water Delivery Agreement.

ARTICLE VI: INSURANCE

Section 1. Insurance. The Association may obtain insurance from insurance companies authorized to do business in the State of Idaho, with an AM Best Rating of A or better, and maintain in effect any insurance policy the Association deems necessary or advisable, which may include, without limitation, the following policies to the extent it is possible for the Association to obtain the same:

(a) Property insurance for the Improvements, equipment and other property located within the Common Lots with special form coverage, a replacement cost valuation provision and blanket coverage. The Association may also insure for flood or earthquake if determined by the Board.

(b) Commercial General Liability (CGL) insurance insuring the Association, as well as its agents, employees, invitees and licensees, against any liability incident to the ownership, management, maintenance and/or use of the Common Lots and/or any other portion of the Property.

(c) Directors and Officers Liability (D&O) insurance insuring the Association and/or its board members and/or officers.

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

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

ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

ARTICLE VIII: ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot shall pay reasonable start-up and/or transfer fee assessments for use by the Association. These start-up and transfer fee assessments shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Declarant has no obligation to pay Assessments.**

Notwithstanding any of the foregoing, the imposition, perfection and/or foreclosure of any Association lien must also comply with any and all requirements contained in the Idaho Code.

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for any construction, maintenance and operation of the Common Lots, as well as for the proper operation of the Association.

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

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

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from that date at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Additionally, a late fee of \$50.00 shall be added to and charged on each Assessment which is not paid within this payment period. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Lots or abandonment of his or her Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu

thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE IX: AUTHORITY OF BOARD/ASSUMPTION OF RISK

Section 1. Authority of Board. The Board, for the benefit of Declarant, the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles and bylaws, shall have all powers and authority permitted to the Board under the Association's articles and bylaws and this Declaration, and shall acquire and shall pay all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Assumption of Risk; Waiver of Claims. All Owners and the Association, for themselves and their family members, invitees and licensees, shall store their property in and shall occupy and use their Lots, Dwelling Units, Common Lots and all other portions of the Property solely at their own risk. All Owners and the Association, for themselves and their family members, invitees and licensees, hereby waive any and all rights to recover claims against Declarant, and its respective members, managers, employees and agents, of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or other property, arising, directly or indirectly, out of or from or on account of the occupancy and/or use of any portion of the Property by such indemnifying Persons, or resulting from any present or future conditions or state of repair thereof, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Declarant (or its respective members, managers, employees or agents) and are not covered by insurance required to be carried by such Persons pursuant to this Declaration. Declarant, and its respective members, managers, employees and agents, shall not be responsible or liable for damages to any Owners and/or the Association, or their respective family members, invitees and licensees, for any loss of life, bodily

or personal injury, or damage to property that may be occasioned by or through the acts, omissions or negligence of any other Person.

ARTICLE X: ARCHITECTURAL COMMITTEE

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

Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

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

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

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

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

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

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

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

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

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

ARTICLE XI: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration.

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

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

Section 4. Annexation. Additional residential property not currently anticipated to be a part of the Property may be annexed into the Property by Declarant or with the consent of two-thirds (2/3) of the

Class A Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 5. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest. **Declarant shall have the absolute right, at its sole and absolute discretion, to assign any and all of Declarant's rights, duties and/or obligations under this Declaration to any third party. Any such assignment shall be in writing signed by both the assignor and assignee.**

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

Notwithstanding any other provision contained in this Declaration, the imposition and collection of any fines, as well as the award and collection of attorneys' and costs, by the Association, must comply with any and all requirements contained in the Idaho Code.

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

In the event any term or Restriction contained herein is less restrictive than any government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinance shall apply. The terms and Restrictions contained herein are subject to all rules, regulations, laws and ordinances of all applicable government bodies. In the event a governmental rule, regulation, law or ordinance would render any term or Restriction herein unlawful, then in such event that term or Restriction shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

Section 8. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made personally, the notice shall be deemed properly delivered immediately upon delivery. If delivery is made by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known address on the Association's records or to the address of the Owner's Lot if no other address for notices has been given in writing by such Owner to the Association. Such address may be changed from time to time by notice in writing to the Association given in compliance with the foregoing.

[End of Text]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands as of the date first above written.

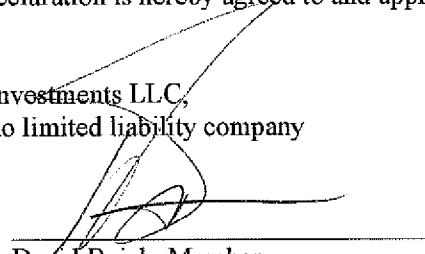
Declarant:

Renovare Development II LLC,
an Idaho limited liability company

By: 
David Buich, Authorized Agent

This Declaration is hereby agreed to and approved this 19th day of February, 2020, by:

D&N Investments LLC,
an Idaho limited liability company

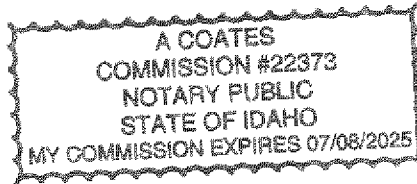
By: 
David Buich, Member

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on 2-19, 2020, by David Buich as an Authorized Agent of Renovare Development II LLC.

[Signature]
Signature of Notary Public

My commission expires: _____



STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on 2-19, 2020, by David Buich as a Member of D&N Investments LLC.

[Signature]
Signature of Notary Public

My commission expires: _____

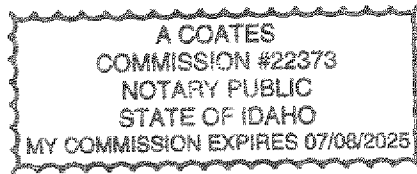


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 15, Block 1, Tramonto Subdivision, according to the official plat thereof, filed in Book 118 of Plats at Pages 17990 through 17994 Records of Ada County, Idaho.

EXHIBIT B
LEGAL DESCRIPTION OF COMMON LOTS

Lots 5 and 10, Block 1, Tramonto Subdivision, according to the official plat thereof, filed in Book 118 of Plats at Pages 17990 through 17994, Records of Ada County, Idaho.

EXHIBIT C
TRAMONTO SUBDIVISION FINAL PLAT

See attached.

BK 1187-1741

TRAMONTO SUBDIVISION

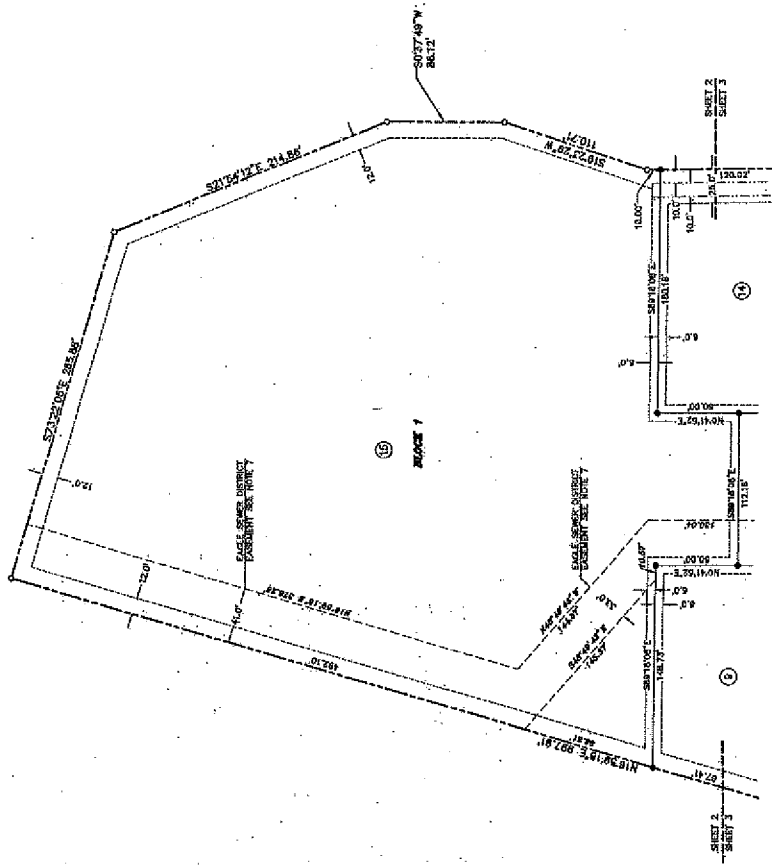


LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND IRON PIPE MONUMENT
- FOUND IRON PIPE MONUMENT
- SET 1/2" IRON PIPE WITH CAP PLS 7729
- SET 1/2" IRON PIPE WITH CAP PLS 7729
- SET 3/8" IRON PIPE WITH CAP PLS 7729
- CALCULATED POINT
- △ SUBDIVISION EXTERMINARY LINE
- LOT LINE
- SECTION LINE
- CONTIGUOUS
- EASEMENT LINE—SEE NOTE 1
- EASEMENT LINE—SEE NOTE 1
- EASEMENT LINE—SEE NOTE 1
- EASEMENT LINE—SEE NOTE 1
- EASEMENT LINE—SEE NOTE 1
- LOT NO.

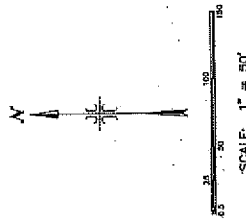
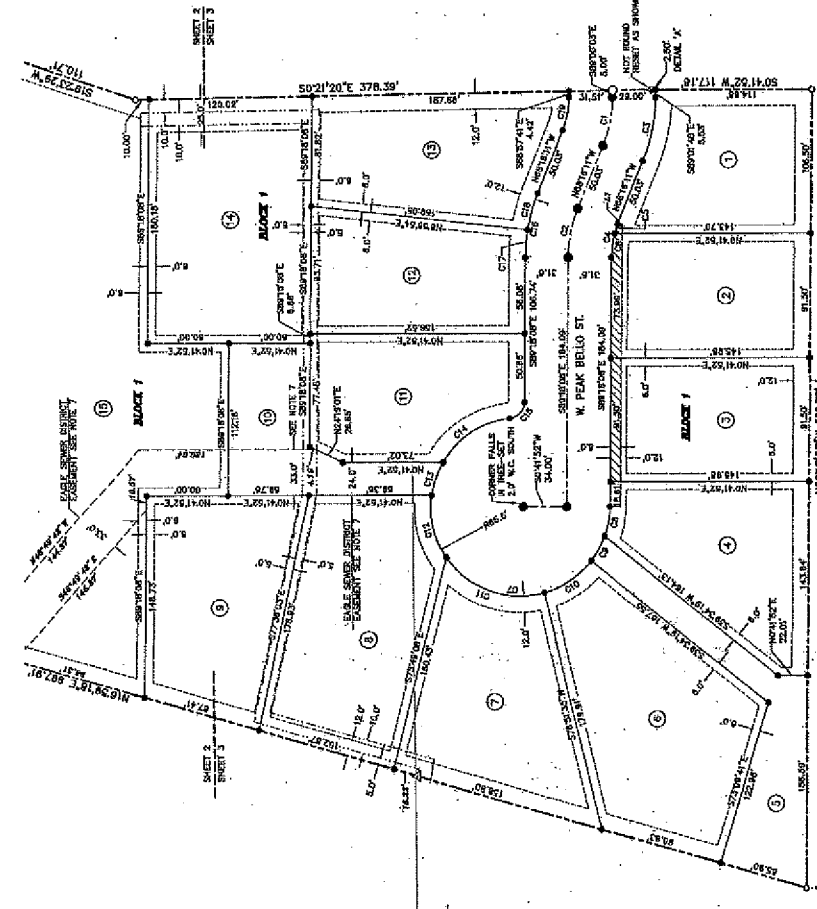


SEE SHEET 1 OF 6 FOR CURVE TABLE AND NOTES



Bk 118 Pg 174R

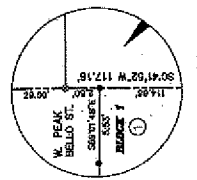
TRAMONTO SUBDIVISION



LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 1/2" IRON PIN PLS 443
- FOUND 3/8" IRON PIN PLS 776
- FOUND 5/8" IRON PIN PLS 401
- SET 1/2" IRON PIN WITH CAP PLS 779
- SET 5/8" IRON PIN WITH CAP PLS 779
- SET 1" MONUMENTALLY DETECTABLE COPPER NICKEL MONUMENT
- CALCULATED POINT
- △ SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EASEMENT LINE-SEE NOTE 1
- EASEMENT LINE-SEE NOTE 11
- EASEMENT LINE-SEE NOTE 11
- EASEMENT LINE-SEE NOTE 11
- LOT NO.
- ASH STORM DRAIN EXCISENT SEE NOTE 8
- 10.00' EASEMENT DIMENSION
- 2.0' W.C. WINDS CORNER

SEE SHEET 1 OF 6 FOR CURVE TABLE AND NOTES



LINE TABLE
LINE LENGTH: BEARING
U 344 IMPROVE

PK 18 P 1743

TRAMONTO SUBDIVISION

CERTIFICATE OF OWNERS

Know all men by these presents: D&N Investments LLC, an Idaho Limited Liability Company and James B. Avidon are the owners of the property described as follows:

A re-subdivision of Lot 20, Block 2 of Corrente Belle Subdivision No. 1 as filed in Book 85 of Plans at Pages 11,790 through 11,794, records of Ada County, Idaho located in the SW 1/4 of the SW 1/4 of Section 5, T.4N., R.1E., S.11. Eighth, Ada County, Idaho, more particularly described as follows:

Commencing at the SW corner of said Section 5 from which the S 1/4 corner said Sections 5 bears South 89°16'00" East, 254.01 feet

- thence along the South boundary line of said Section 5 South 89°16'00" East, 410.08 feet;
- thence bearing 69°15' South boundary line North 07°41'52" East, 66.32 feet to the SW corner of said Lot 20, said plat being being to the REAL POINT OF BEGINNING;
- thence along the easterly boundary line of said Lot 20 for the following courses and distances:
- thence North 15°37'15" East, 897.91 feet;
- thence South 19°22'05" East, 268.89 feet;
- thence South 21°54'12" East, 214.86 feet;
- thence South 03°31'48" West, 66.32 feet;
- thence South 18°32'25" West, 110.71 feet;
- thence South 00°21'20" East, 378.38 feet;
- thence South 00°41'52" West, 117.18 feet;
- thence North 89°16'00" West, 592.73 feet to the REAL POINT OF BEGINNING. Containing 5.88 acres, more or less.

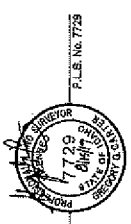
It is the intention of the undersigned to hereby dedicate the above described property to this plat and is dedicated to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. The easements are shown on this plat and are located adjacent to the subject subdivision, and SUEZ Water Utah has agreed in writing to serve all the lots in this subdivision.

D&N Investments LLC, an Idaho Limited Liability Company

James B. Avidon
James B. Avidon
Caleb B. Bennett

CERTIFICATE OF SURVEYOR

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



Gregory G. Carter
P.L.S. No. 7729

ACKNOWLEDGMENT

State of Idaho)
County of Ada) s.s.
On this 20 day of August 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Dave Bush, known and identified to me to be a member of D&N Investments LLC, an Idaho Limited Liability Company, the limited liability company that encompassed the instrument of the person who executed the instrument of said limited liability company, and acknowledged to me that said limited liability company executed the same.

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

Gregory G. Carter
Notary Public No. 16820
Residing in Idaho, U.S.A.



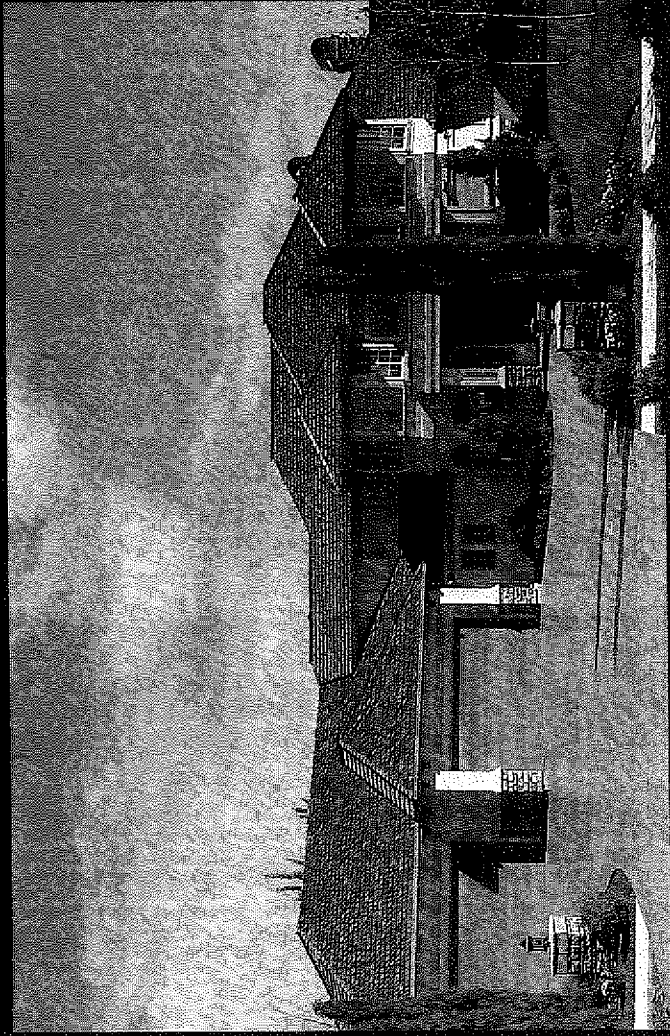
ACKNOWLEDGMENT

State of Idaho)
County of Ada) s.s.
On this 20 day of August 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared James B. Avidon, known and identified to me to be the person whose name is subscribed within and who 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.

James B. Avidon
Notary Public in and for the State of Idaho
Residing in Ada County, Idaho





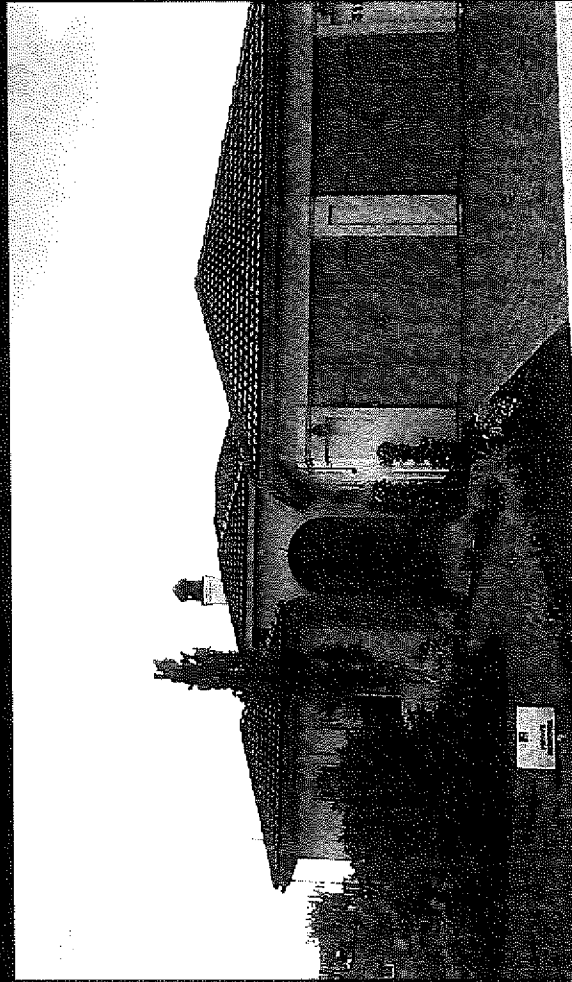
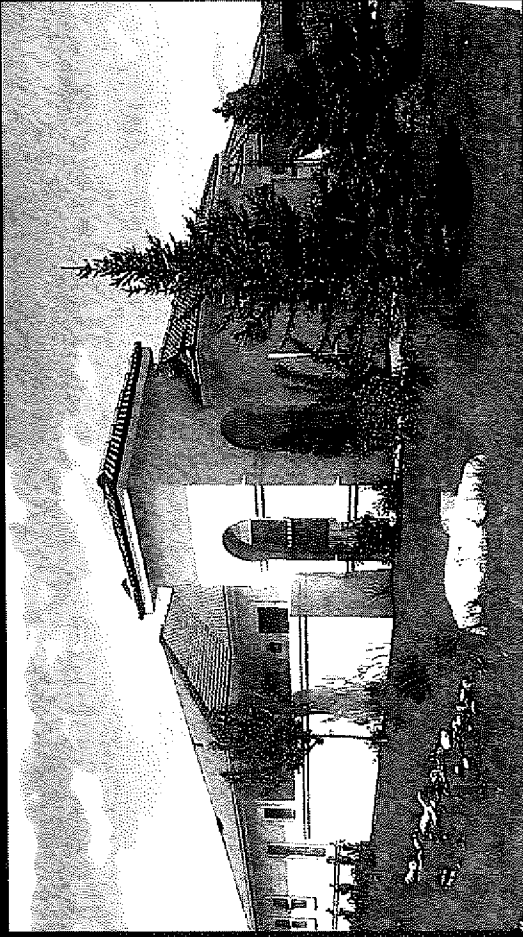
Tuscan Style: Example elevations in PUD

EXHIBIT D
TUSCAN THEME ARCHITECTURAL STYLE EXAMPLES

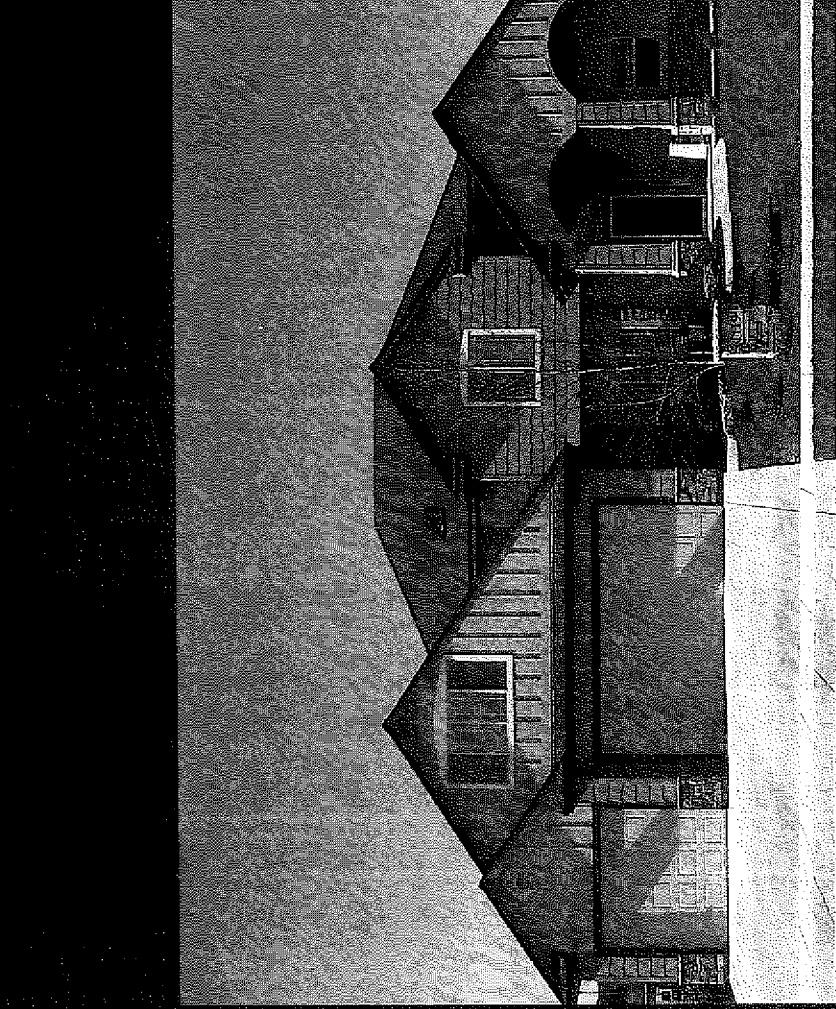
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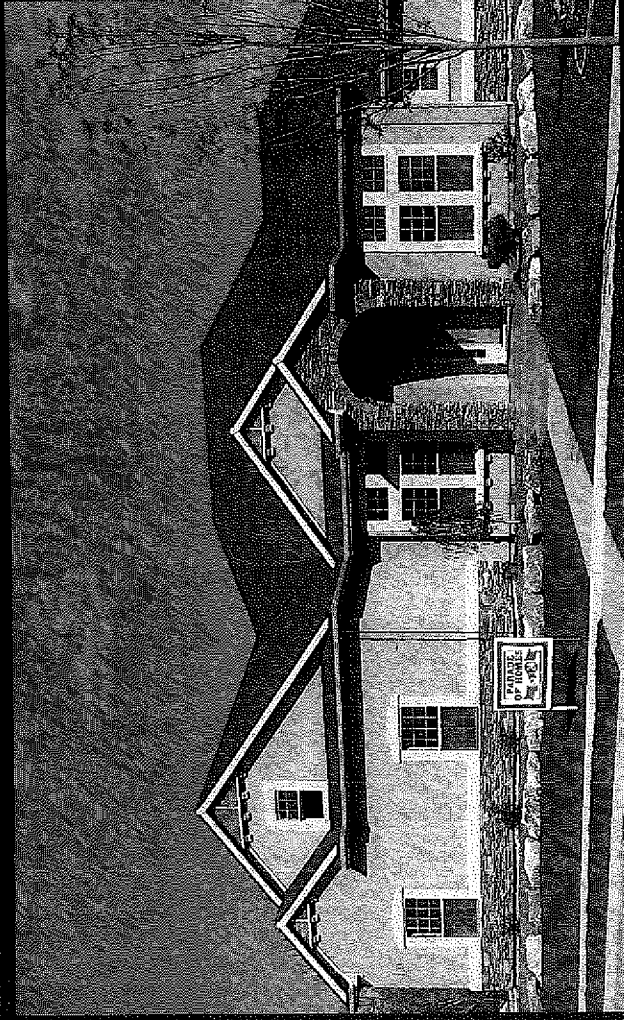
Tuscan Style: Example elevations in PUD



Tuscan Style: Example elevations in PUD



Tuscan Style: Example elevations in PUD



Tuscan Style: Example elevations in PUD

EXHIBIT E
STORM DRAIN OPERATIONS & MAINTENANCE PLAN

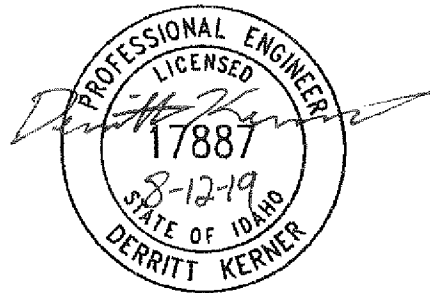
See attached.

Storm Drain / Pressure Irrigation Operations & Maintenance Plan

Tramonto Subdivision Eagle, Idaho

Prepared for:
City of Eagle
Tramonto Subdivision HOA

August 2019
Project No: 18-42



Prepared by:
Derritt Kerner, P.E.



**ROCK SOLID
CIVIL**

Civil Engineering & Land Development Consulting

TRAMONTO SUBDIVISION O&M PLAN

The O&M plan for Tramonto Subdivision consists of the following items:

- Site plans (material specifications for the storm water system are referenced in the design plans).
- Ownership & Responsibilities
- Facilities Description
- Scope of work (Inspection frequency, failure/replacement, and waste disposal)
- Safety information
- Industrial Operations Best Management Practices for the site
- Inspection and Maintenance forms
- Source Control BMPs listed in the Boise Storm Water BMP Guidebook (attachments)
- Drainage Calculations, Grading/Drainage Plans (attachments)

Ownership & Responsibilities

The Tramonto Subdivision HOA will own, operate and maintain the onsite private stormwater pond and the private pressure irrigation system. Ada County Highway District (ACHD) owns the onsite public seepage bed and is responsible for heavy maintenance of all facilities within the public right-of-way.

Facilities Description

The project site is located at 1400 W. Floating Feather Rd. in Eagle, Idaho (See Attached Vicinity Map). The 9.58 acre site is currently platted as one large estate (Lot 20, Block 2 of Corrente Bello Sub No. 1). The site experiences about 15' of elevation relief with isolated locations of slope nearing 16%. The average slope of Lot 20 as a whole is less than 10%. The project site is not located within a FEMA floodway or floodplain.

The project consists of platting 12 additional lots with a DA mod that is consistent with the comp plan. The proposed grading operations (fill/cut) on the site are not aggressive. The low area of the site on the east side of the private driveway was historically a collection point for irrigation drain waters from the northeast. With the development of Corrente Bello Sub No. 1, the drain waters draining to this area were abandoned and the low spot has since dried up. With respect to this historic drainage way, inlets will be provided to handle and unforeseen drainage waters. Additionally, some roof downspouts will be collected and drain to this existing drainage outlet. Frontage improvements along Floating Feather already exist.

Scope of Work

DRAINAGE

The Tramonto Subdivision HOA are responsible for inspecting and maintaining the onsite private stormwater facilities. The duties include:

- All inlets and drainage structures should be kept free of trash and debris. If sediment builds up to a depth of 1', cleaning with a vacuum truck (or manual method) is required to return the inlets to its original capacity. If stormwater is present at the grated inlet 48 hours after a storm event, ensure discharge pipe is not blocked (Cleaning with a drain auger or jet may be required). In the winter months, it is especially important to keep the inlets free of snow and ice to prevent blockages and flooding.
- Routine maintenance of the pond involves the regular removal of trash, debris, and sediments at least once a year or as needed based on past inspection results. Landscaping around the pond should also be well maintained and healthy. Should the infiltration ponds not drain within 48 hours then this should be considered a system failure and non-routine system maintenance would thus be called for. These non-routine maintenance activities would be contracted out in the case of a large storm event or system failure. These activities at a minimum might include drilling down into the pond via an auger to drain/unplug the pond or pumping out debris and pollutants from the pond.
- If augering or pumping does not fix the problem, and the pond is free of sediment and still will not dispose of stormwater within 48 hours after a storm event, re-excavation to free draining soils and reconstruction of the pond will be required.
- Other Light Maintenance activities may include: Raking sand windows regularly, controlling irrigation flows (not overwatering), litter control, vegetation maintenance, weed management and applying fertilizers, pesticide and insecticides according to Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) standards.

The Tramonto Subdivision HOA are also responsible for ensuring that maintenance wastes are properly disposed of in compliance with federal, state and local laws.

The Tramonto Subdivision HOA will track the time spent performing inspection and maintenance duties as well as materials and equipment rental costs so that a Storm Water O&M budget can be accurately estimated for next fiscal year. They will also keep the Storm Water O&M file including all inspection and maintenance forms onsite always. These completed forms must be retained for 5 years.

IRRIGATION

1. GRAVITY IRRIGATION:

- **OWNERSHIP & MAINTENANCE:**

This O&M Manual is intended to be used in conjunction with the construction irrigation plans (attached). All gravity irrigation delivery is handled offsite within Corrente Bello Subdivision. Farmers Union Ditch company delivers continuous water to the Corrente Bello Pump station that supports both Tramonto and Corrente Bello.

- **SURFACE WATER ALLOTMENT:**

Corrente Bello Subdivision and Tramonto Subdivision are approximately 94.9 acres in size and have 4.292 shares of the Farmers Union Ditch Company. The water rights are shared proportionately by area between the two subdivisions. The 4.292 shares (1 share = 11 miner's inches) equate to 424 gpm. In mid-summer the surface delivery is reduced to 70% or 297 gpm. Tramonto Subdivision is able to receive 58.4 gpm as it's proportionate share of the overall water right.

- **GROUND WATER ALLOTMENT:**

Corrente Bello Subdivision has a permitted well that can supply an additional 583 gpm at 80 psi to the overall system should the demand call for it when surface irrigation is low or off at the end of the irrigation season. See the Water Delivery Agreement for details.

2. PRESSURE IRRIGATION:

- **OWNERSHIP & MAINTENANCE:**

The Tramonto Subdivision Homeowners' Association will own, operate, and maintain the onsite pressure irrigation system servicing the subdivision. The Tramonto Subdivision Homeowners' Association should set aside monthly funds allocated to repair and eventual replacement the all or portions of the onsite PIRR system, as needed. Allocated funds will need to be increased appropriately as the structures age. Spring start-up and winterization of the pressure irrigation system is typically contracted out by the HOA to a licensed irrigation contractor. Corrente Bello HOA via Precision Pumping Systems will maintain the offsite pump station and auxiliary well. There exists metered closed loop system onsite. The mainlines are comprised completely of 4" PVC with a sleeved public road crossing and a sleeved shared driveway crossing. The isolation valves are typically found right behind the curb on each side of the public street.

- **SPRING START-UP**

Check the battery level of the electronic meter and replace if needed. Close the one and only drain valve located in the rear of Lot 7, Block 1. Ensure the two mainline valves at the crossing of W. Peak Bello St. are open. Pressurize the mainline system by slowly opening the master isolation valve at the Corrente Bello supply main in the SW corner of Lot 5, Block1. An air release is provided on the south side of the W. Peak Bello St. crossing should air need to be released from the system during pressurization (close the air release once pressurization is complete). Walk the entire distance of the distribution pipe loop throughout the subdivision and watch for evidence that the pressurized system may be leaking.

- **WINTERIZATION**

Close the master isolation valve at the Corrente Bello supply main in the SW corner of Lot 5, Block1. Open the one and only drain valve located in the rear of Lot 7, Block 1. Allow the mainline to drain completely. Open the air release on the south side of the W. Peak Bello St. crossing (close the air release once draining is complete). Blowing out the mainline using an air compressor is optional, however this will ensure all water is out of the system. Connect an air compressor to the winterization port collocated with the air release. Blow all remaining water (if any) out of the mainline. Disconnect the air compressor. Ensure all drain valves and isolation valves are open to protect them from freeze damage over the winter.

- **TROUBLE SHOOTING**

Should a leak of the PI main ever happen, isolate the leak and stop the flow of water by closing the necessary gate valves throughout the site. Seek out a licensed irrigation contractor to complete the necessary repairs.

- **PERTINENT SECTIONS OF CC&R's**

Reference the Pressure Irrigation Section of the Tramonto Subdivision CC&R's

- **PRESSURIZED IRRIGATION SYSTEM CONTACT INFORMATION**

ONSITE IRRIGATION SYSTEM OWNER:

Entity: Tramonto Subdivision Homeowners' Association, Inc.
Phone: 208.866.0594
Contacts: Dave Buich

IRRIGATION SYSTEM DESIGNER:

Company: Rock Solid Civil LLC
270 N. 27th St., Suite C
Boise, Idaho 83702
Phone: 208.342.3277
Contacts: Derritt Kerner, P.E.

CORRENTE BELLO IRRIGATION SYSTEM DESIGNER:

Company: SPF Water Engineering, LLC
300 E. Mallard Dr. Suite 350
Boise, Idaho 83706
Phone: 208.383.4140
Contacts: Terry Scanlan, P.E.

CORRENTE BELLO PUMP STATION SUPPLIER & INSTALLER:

Company: Precision Pumping Systems (PPS)
6515 Business Way
Boise, ID 83716
Phone: 208.323.5300
Contacts: Rob Aldinger

PIPE SYSTEM INSTALLER:

Company: Wood Brothers Trucking & Construction LLC
PO Box 1060
Meridian, ID 83680
Phone: 208.685.9639
Contacts: Brad Hymas

LANDSCAPE IRRIGATION CONTRACTOR:

Company:

Phone:
Contacts:

SURFACE IRRIGATION SUPPLIER:

Company: Farmers Union Ditch Co Ltd
175 N Clover Dr.
Boise, ID 83703
Phone: 208.870.7919
Contacts: Kendall

Safety Information

1. Inspections

The inspector should have the proper safety equipment (heavy duty gloves, steel-toed boots, and first aid kits, for example) and training before conducting any inspections. If the storm water system inspection reveals a safety problem, you may have to modify the site activities to reduce or eliminate the safety risk. The following is a list of safety precautions an inspector should be aware of when conducting storm water system inspections.

- Never enter a confined space unless you have proper Occupational Health and Safety Administration (OSHA) training. Do not enter any confined space until the atmosphere has been checked and proper safety equipment is worn or erected.
- Wear gloves if any mechanical parts or structure components are going to be handled. Wearing gloves not only reduces the risk of getting cuts and abrasions, but also reduces the exposure of pollutants to the skin.
- Check the water depth of the system before you take a step in the water. The water may be deeper than you think or there may be steep slopes below the water line.
- Be aware that nails, broken glass, or other sharp debris may be in the storm water system and can cause injury. Wearing the proper safety clothing will reduce the safety risk associated with these objects.

2. Maintenance

All maintenance work should be done in accordance with OSHA regulations. Maintenance personnel will have the proper safety equipment (heavy duty gloves, steel-toed boots, first aid kits, for example) and training before performing any maintenance on a storm water system. The following is a list of safety precautions maintenance personnel should be aware of when they perform maintenance on storm water systems.

- Operate equipment safely and in accordance with manufacturer's specifications. Equipment operators should be aware of site personnel to avoid causing injury to others.
- Contact utility companies before excavating a site. Underground utility wires may be present. Cover or clearly mark excavated areas that cannot be filled in at the end of the day to alert site employees of the potential risk. Also, be aware of overhead electrical wires that could come in contact with maintenance equipment.
- Identify where you will dispose of removed sediment or wastes prior to cleaning the storm water system. Use shovels, trowels or a high-suction vacuum to remove wastes. Do not clean out sediment or waste with bare hands. The sediment or waste may be hazardous. Place the sediment or waste in an area where it cannot be washed into a storm drain or water body.

- Wear gloves if any mechanical parts or structural components are going to be handled. Wearing gloves not only reduces the risk of getting cuts and abrasions, but also reduces the exposure of pollutants to the skin.

Industrial Operations Best Management Practices (BMPs)

The following industrial operations BMPs will keep pollutants out of the storm water runoff. These BMPs are also known as source controls and were selected from the Boise Storm Water BMP Guidebook. Ensuring the source controls are followed is the responsibility of Homeowners Association. These include the following

- The driveway/parking lot is to be kept clean and free of trash and debris. All employees/home owners have been notified that only storm water should go into the storm water system.
- Drop cloths will be used when performing maintenance work, such as painting, scraping, or sand blasting. The collected material will be disposed of daily.
- Filter fabric will be used to cover storm drain inlets and curb cuts if pollutants, such as dust, grit, or paint chips are blown outside the building maintenance area and near storm drains.

Attachments

Maintenance Report Form

Inspection Cover Sheet

Operation & Maintenance BMPs:

OM-1 Minimizing Directly Connected Impervious areas (DCIAs)

OM-2 Infiltration

OM-3 Ponds

OM-6 Sand Filters

OM-10 Pipes

Civil Plans (Applicable sheets for Irrigation & Drainage)

Private Stormwater Report

Tramonto Pressure Irrigation Report

Octave Ultrasonic Meter Specification Sheet

Inspection and Maintenance Forms

OM-1 Minimizing Directly Connected Impervious Areas (DCIAs)

Stormwater system feature	✓	Are any of these conditions present	Problem	Recommendation
Landscaped or natural area		sediment accumulation exceeds 2" in depth	sediment buildup on vegetation	Remove sediment carefully to avoid damaging the existing vegetation. Dispose of sediment properly.
		grass becomes excessively tall or weeds invade the area	tall grass or weeds	Mow vegetation regularly. Grass should be mowed to a height between 4-9" for best storm water treatment. Remove weeds, if necessary. Call the University of Idaho Cooperative Extension System for information on eradicating weeds in storm water systems.
		trash and debris are present	trash and debris accumulation	Remove waste and dispose of properly.
		offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you are unsure whether the substance is hazardous, take a sample or contact a qualified hazardous waste consultant for assistance.
		erosion or scouring is evident	excessive flows or flow channelization	Re-grade and re-seed area to eliminate high velocity or channelized flows. Overseed areas where bare spots are present.

OM-2 Infiltration

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		standing water is present 24 hours after storm event	sediment buildup on bottom or sides of infiltration system	Excavate infiltration system and remove excess sediment. Dispose of sediment properly. An engineer or geotechnical consultant should examine drainrock and filter fabric to determine if replacement is needed. Re-install infiltration system 12" into free draining material.
		standing water is present 24 hours after storm event	infiltration system incorrectly designed or sited (high ground water area)	Review options for managing storm water as described in the Boise City Storm Water Management Design Manual. Infiltration may not be allowed. Contact the Boise Public Works Department for more information.
			infiltration system incorrectly constructed	Excavate infiltration system and re-install infiltration system 12" into free draining material. If good free draining material is not accessible, contact the design engineer to see if a more appropriate drainage system can be installed.
		offensive odor, color, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you do not know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		propane, oil, or gasoline odor or puddle is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for information on proper treatment and disposal of petroleum products.
		excessive debris, sediment, and oil buildup is present	pretreatment system not working properly	Clean out accumulated debris in pretreatment system and dispose of properly
		pretreatment system not installed	Install a pretreatment system upgradient from the infiltration system. The pretreatment system should be approved by Boise City Public Works.	
Inlet/outlet pipes		standing water is present 24 hours after storm event	clogged pipes	Clean out sediment and debris from pipes. See OM-10, Pipes, for more information

OM-3 Ponds (Detention, Extended Detention, Evaporation)

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		dumped yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in pond	accumulation of trash and debris	Remove trash and debris and dispose of properly.
		undesirable vegetation is invading the pond	nuisance, poisonous, or noxious weeds	Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. of Agriculture before applying pesticides. Certain pesticides should not be used near waterbodies.
		propane, oil, or gasoline odor or surface film is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for more information.
		bare spots or sparse vegetation is evident in the pond	compaction insect infestation	Aerate and amend soils, re-seed, and mulch bare areas. Re-contour and re-seed pond to original design specifications. Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. of Agriculture regarding appropriate methods for controlling insects.
		grass is taller than 10"	overgrown vegetation	Mow grass regularly. Grass should be mowed to a height of 4-9" for best storm water control. Avoid over-applying fertilizers. Excessive fertilizer application may compound water quality problems.
		offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you don't know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		excessive mosquito population is present	mosquitos	Install predatory bird and bat nesting boxes to control insects. Mosquito fish (Gambusia) can be used and are available locally.
		water flows through holes in dam or berm; holes are present around pond	rodents	Destroy rodents and repair dam or berm. Contact the Idaho Department of Fish and Game for information on controlling rodents.
		large trees interfere with maintenance activities	overgrown trees	Remove trees that interfere with access or maintenance activities. Preserve trees that are not a problem.
Storage area		accumulated sediment exceeds 10% of the designed pond depth	excessive sediment	Clean out sediment to original shape and depth of the pond. Re-seed pond, if necessary, to control erosion. If the pond is designated as "waters of the U.S." or as a wetland by the U.S. Army Corps of Engineers (Corps), you must obtain a 404 (dredge and fill) permit. You must also obtain a Stream Channel Alteration permit from the Idaho Department of Water Resources (IDWR). Contact the Corps and IDWR for more information.
Pond dike/berm		dike or berm has settled 4" lower than design elevation	dike/berm settlement	Repair dike/berm to original design specifications. Re-seed or sod.
Overflow spillway		bare soil is visible at top of spillway or outside slope	inadequate rock layer	Add enough rock to cover up bare soil.
Trash rack		debris covers at least 25% of the bar screen or bar screen is missing	trash rack is plugged or missing	Replace screen, if necessary. Remove trash and debris. Dispose of waste properly.

OM-6 Sand Filters

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		dumped yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present on sand filter bed	accumulation of trash and debris	Remove trash and debris and dispose of properly.
		offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you don't know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		propane, oil, or gasoline odor or surface film is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for more information.
		sediment accumulation exceeds 1/2" in depth	sediment buildup on grass layer (if applicable)	Remove sediment so that no deposits remain on the grass layer of the sand filter. Dispose of sediment properly
		concentrated water flow occurs over the sand filter	clogged or damaged weir	Clean or repair weir so that water flow is uniform across the sand filter.
		grass is taller than 6"; weeds begin to invade the filter	overgrown vegetation or nuisance weeds	Mow grass regularly. Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. of Agricultural regarding methods for controlling weeds.
		standing water around sand filter is present	clogged or damaged pipes	Repair or replace parts as needed.
		bare soil beneath the rock is visible	rock pad is missing or out of place	Replace or rebuild the rock pad to design specifications.
		slope has areas where erosion is at least 2" deep and there is potential for further erosion	soil erosion	Eliminate causes of erosion, if possible. If it isn't possible, use erosion and sedimentation control best management practices (BMPs) listed in the Boise Storm Water BMP Guidebook.
Sand filter media		water drawdown through sand filter takes longer than 24 hours; waterflow bypasses sand filter; or, concentrated water flow occurs over the sand filter	clogged sand filter media	Replace the top 6"-12" of sand media. Use a flat shovel to remove the sand. May require replacement of entire sand filter section. OR Replace sand filter media so that the flow and percolation of water through and across the sand filter is uniform.
Below ground vault (if applicable)		sediment accumulation exceeds 1/2" in depth on sand media section	excessive sediment	Vactor or shovel out sediment deposits on sand filter. Dispose of sediment properly.
		sediment accumulation exceeds 6" in depth in vault	excessive sediment	Vactor or shovel out sediment deposits in the first chamber of the vault and dispose of properly.
		yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in the vault.	accumulation of trash and debris	Remove trash and debris from vault and inlet/outlet piping. Dispose of wastes properly.
Inlet/outlet pipe		drain pipes become clogged with sediment or debris	excessive sediment	Vactor or shovel out sediment or debris. You can also use a high pressure hose to clean out sediment or debris. See OM-10, Pipes, for more information.
Underdrain pipe		pipe is damaged, broken, cracked, or corroded	defective pipe	See OM-10, Pipes, for more information.
		sediment accumulation impedes water flow	excessive sediment	Remove sediment from pipe and dispose of properly. Repair or replace pipe to design specifications.
Trash rack		debris covers at least 25% of the bar screen or bar screen is missing	trash rack is plugged or missing	Replace screen, if necessary. Remove trash and debris and dispose of waste properly.
Cover crop		cover crop appears very dry or dead	cover crop lack water	Irrigate cover crop regularly during dry seasons or periods of drought.

OM-10 Pipes

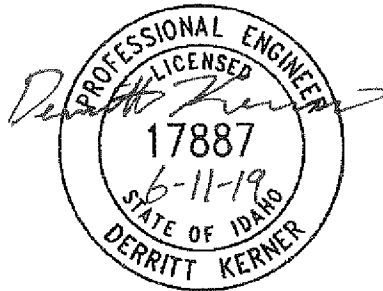
Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		accumulated sediment or trash exceeds 20% of the diameter of the pipe	excess accumulation of sediment or trash	<p>Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method.</p> <p>Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.</p>
		vegetation is impeding water flow	overgrown vegetation	<p>Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method.</p> <p>Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.</p>
		pipe is rusted; protected coating is damaged	corroded pipe	Replace or repair pipe to original design specifications.
		dent in pipe has reduced the pipe diameter by 20%; water flow is impeded; pipe is broken	defective pipe	Replace or repair pipe to original design specifications.
		water is leaking from pipe	cracked pipe	Replace or repair pipe to original design specifications.

Hydrology Report / Stormwater Drainage Calculations

**Tramonto Subdivision
(formerly named Corrente Bello Sub No. 3)
Eagle, Idaho**

**Prepared for:
City of Eagle**

June 2019
Project No: 18-42



**Prepared by:
Derritt Kerner, P.E.**



**ROCK SOLID
CIVIL**

Civil Engineering and Land Development Consulting

Stormwater Drainage Calculations

Tramonto Subdivision

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V. GRASSY BASIN CALC (EDDS FORM #4)..... FIGURE 4

VICINITY MAP

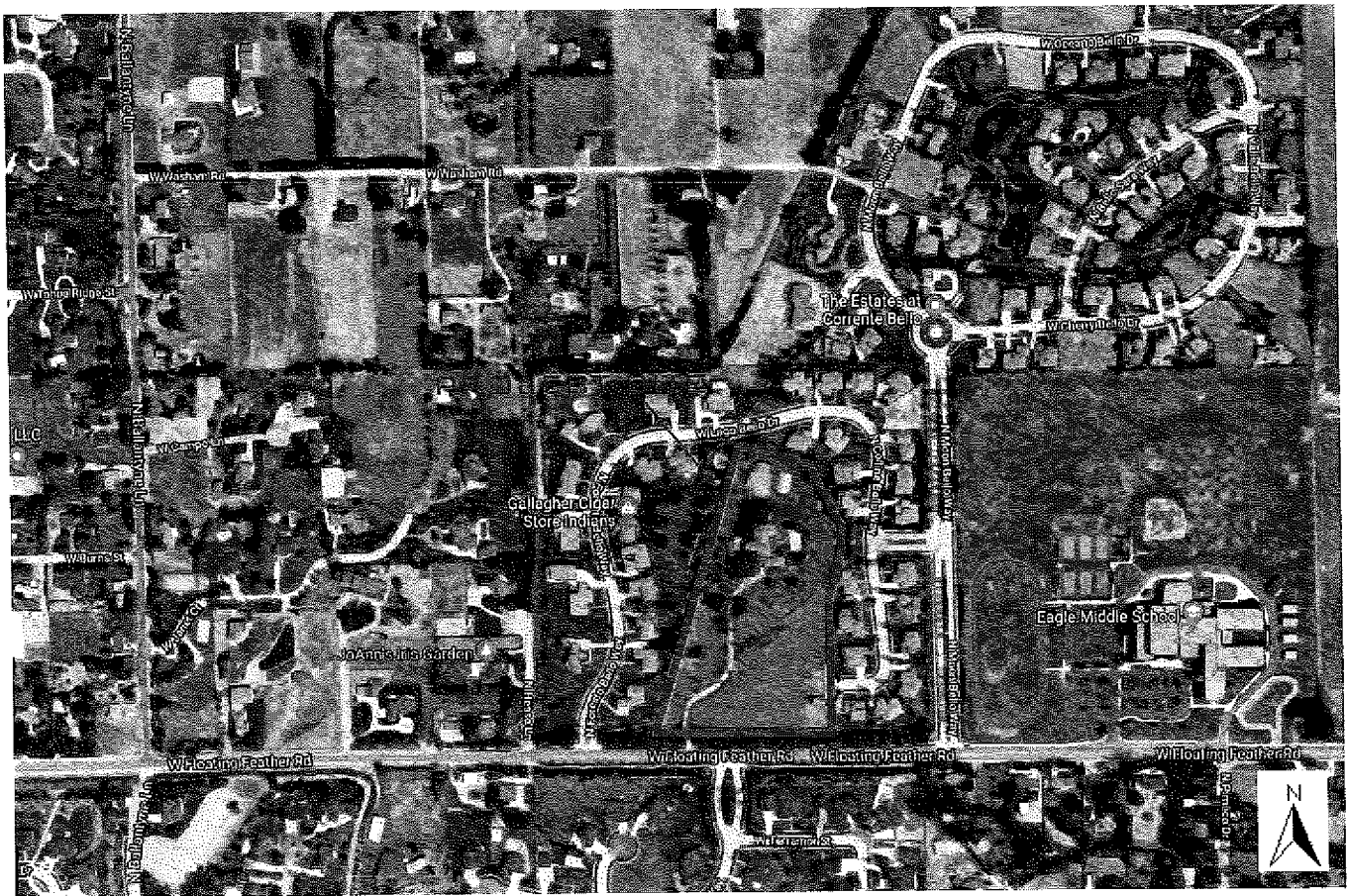
TRAMONTO SUBDIVISION

1400 W. FLOATING FEATHER RD. / EAGLE, IDAHO

PARCEL # R1573720380

(LOT 20, BLOCK 2 OF CORRENTE BELLO SUBDIVISION NO. 1)

SW 1/4, SW 1/4, SEC-5, T-4N, R-1E, B.M



ROCK SOLID CIVIL

Civil Engineering and Land Development Consulting

STORMWATER NARRATIVE

The project site is located at 1400 W. Floating Feather Rd. in Eagle, Idaho (See Attached Vicinity Map). The 9.58 acre site is currently platted as one large estate (Lot 20, Block 2 of Corrente Bello Sub No. 1). The site experiences about 15' of elevation relief with isolated locations of slope nearing 16%. The average slope of Lot 20 as a whole is less than 10%. The project site is not located within a FEMA floodway or floodplain.

The project consists of platting 12 additional lots with a DA mod that is consistent with the comp plan. The proposed grading operations (fill/cut) on the site are not aggressive. The low area of the site on the east side of the private driveway was historically a collection point for irrigation drain waters from the northeast. With the development of Corrente Bello Sub No. 1, the drain waters draining to this area were abandoned and the low spot has since dried up. With respect to this historic drainage way, inlets will be provided to handle and unforeseen drainage waters. Additionally, some roof downspouts will be collected and drain to this existing drainage outlet. Frontage improvements along Floating Feather already exist.

Two drainage basins (one public and one private) are proposed to capture and dispose of onsite impervious stormwater runoff. A public seepage bed is proposed to capture and dispose of the new roadway, cul-de-sac, and front lot drainage. The public drainage basin includes the southern end of a shared private driveway. The runoff will travel via sheet flow, concrete gutter, and PVC pipe to its point of collection and infiltration. All concentrated runoff will be pre-treated by flowing through a sand and grease trap and then treated again by passing through 18" of C-33 sand at the bottom of the central seepage bed. The northern end of the shared private driveway will travel via sheet flow and PVC pipe to a private grassy basin. The concentrated runoff will be treated by passing through 18" of C-33 sand within a 64 SF absorption bed located at the lowest point in the grassy basin. Both facilities were sized for the 100-year event within their respective drainage basin (see attached basin map).

Seasonal high groundwater was monitored within two existing ACHD seepage bed monitoring wells located in Corrente Bello Sub No. 1 (CB1) to the west (lower in elevation) and Corrente Bello Sub No. 2 (CB2) to the east (higher in elevation). This engineer made periodic site visits over the winter and spring with the latest visit on 4-17-19. Groundwater was never encountered within the upper CB2 well that had a total depth of 10-feet. The highest and only groundwater encountered was measured at 9.5-feet deep within the lower CB1 well. This elevation was 11-feet deeper than the conservative MTI estimate of groundwater remaining 15-feet bgs (2576.00) in the vicinity of our proposed onsite seepage bed. The conservative MTI value of groundwater was retained on the design plans and the monitoring proved that groundwater will not affect the proposed design and drainage facility construction. The table below shows the monitoring results.

Well ID	Rim Elevation	Well Depth	Groundwater Depth	SHGWE
CB1	2574.20	10'	9.5'	2564.70
CB2	2593.80	10'	Not Encountered	Not Encountered

FORM 1
DESIGN VOLUME AND PEAK FLOW

Project: Tramonto Sub

Engineer: Derritt Kernor, P.E.

Drainage Site: Private DA3 (Drainage Basin)

1. Drainage Area Calculation:

Equivalent Area

Surface Type	A Area (sq. ft)	C Runoff Coeff.	A x C Equivalent Area (sq. ft)
Roof		0.95	
Asphalt	6,400	0.95	6,080
Concrete		0.95	
Gravel		0.50	
Landscape		0.20	
Unimproved		0.15	
Total Equivalent Area (sq. ft), A_{eq}			6,080

2. Runoff Volume:

100-year Volume

$$V_{100} = A_{eq} \times 1.0 \times \left(\frac{1 \text{ ft}}{12 \text{ in}}\right)$$

$$V_{100} = (6,080) \times 1.0 \times \left(\frac{1 \text{ ft}}{12 \text{ in}}\right)$$

$$V_{100} = (507) \text{ Cubic Feet}$$

50-year Volume *(Only for projects in DDA or TDA Overlay District)*

$$V_{50} = A_{eq} \times 0.85 \times \left(\frac{1 \text{ ft}}{12 \text{ in}}\right)$$

$$V_{50} = () \times 0.85 \times \left(\frac{1 \text{ ft}}{12 \text{ in}}\right)$$

$$V_{50} = () \text{ Cubic Feet}$$

FORM 4
GRASSY BASIN DESIGN FORM

Project: Tramonto Sub
Engineer: Derritt Kerner, P.E.
Drainage Site: Private DA3 (Drainage Basin)

1. Design Volume (From FORM 1):

For projects within the DDA or TDA Overlay District use V_{D50} , otherwise, use V_{D100}

$$V_D = (\underline{507}) \text{ Cubic Feet}$$

2. Basin Size:

$$\text{Basin Area (mid-depth): } A_{0.5D} = (\underline{625}) \text{ square feet}$$

$$\text{Design Depth: } D = (\underline{1}) \text{ feet}$$

$$\text{Total Volume of Basin: } V_B = A_{0.5D} \times D$$

$$V_B = (\underline{625}) \text{ Cubic Feet}$$

3. Check that volume provided is greater than design volume:

Is $V_B > V_D$? If no, resize basin.

Yes : PASS

4. Check time to drain design volume:

$$\text{Infiltration Rate: } I = (\underline{8}) \text{ in/hr} \quad \text{From Geotechnical Report}$$

Effective Infiltration Rate, provide for FOS = 2.0:

$$I_E = I / 2.0 \text{ in/hr}$$

$$I_E = (\underline{8}) / 2.0$$

$$I_E = (\underline{4}) \text{ in/hr (Maximum of 8 in/hr)}$$

Infiltration Area = Basin Area at mid-depth, $A_{0.5D}$

Time to Infiltrate 90% of Design Volume, T_i

$$T_i = \frac{V_D \times 0.90}{A_{0.5D} \times I_E \times \left(\frac{1 \text{ ft}}{12 \text{ in}}\right)}$$

$$T_i = \frac{(507) \times 0.90}{(64) \times (4) \times \left(\frac{1 \text{ ft}}{12 \text{ in}}\right)} \text{ hours}$$

$$T_i = (21.4) \text{ hours}$$

Is $T_i \leq 48 \text{ hours}$; If no, resize basin

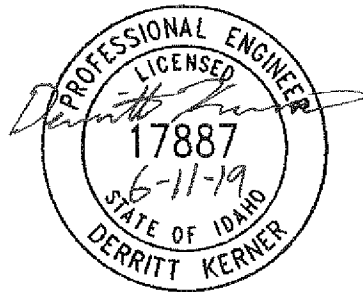
* Calculated with 64 SF
absorption bed (ie: sand
window)

Pressure Irrigation Report

Tramonto Subdivision (formerly called Corrente Bello Sub No. 3) Eagle, Idaho

Prepared for:
City of Eagle
&
Tramonto Subdivision HOA

June 2019
Project No: 18-42



Prepared by:
Derritt Kerner, P.E.



**ROCK SOLID
CIVIL**

Civil Engineering and Land Development Consulting

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Pressure Irrigation Report

Tramonto Subdivision

The following limited Pressure Irrigation Report is presented for the proposed Tramonto Subdivision, located in the SW ¼ of the SW ¼ of Section-5, T-4N, R-1E, Eagle, Idaho. This Pressure Irrigation Report was created to be in compliance with EPIS standards.

I. PROJECT INFORMATION

- A. NAME OF SUBDIVISION: Tramonto Subdivision.
- B. LOCATION OF SUBDIVISION: The project location is at 1400 W. Floating Feather Rd. in Eagle, ID. (See Figure I: Vicinity Map)
- C. LEGAL DESCRIPTION OF SUBDIVISION: Located in the SW ¼ of the SW ¼ of Section-5, T-4N, R-1E, Eagle, Idaho.
- D. OWNER'S CONTACT INFORMATION: Dave Buich (Renovare Development II LLC) address is PO Box 516 Eagle, Idaho 83616. Telephone number is 208-866-0594.
- E. ENGINEER
 - 1. ENGINEERING FIRM: Rock Solid Civil, LLC
 - 2. ENGINEER'S CONTACT INFORMATION: Address is P.O. Box 5098 in Boise, Idaho 83705-0098. Telephone number is 208-342-3277.
 - 3. ENGINEER'S LICENSED NUMBER: Derritt Kerner, P.E., Idaho Registered Professional Engineer License #17887.
- F. AREA OF SUBDIVISION
 - 1. NUMBER OF LOTS: 15 lots (13 Buildable / 2 Common)
 - 2. AREA OF LOTS: 9.58 acres
 - 3. LANDSCAPE AREA: 5.0 acres

II. OVERVIEW

This narrative accompanies the hydraulic analysis of the distribution pipe network and construction plans. The design is a private system for Hermosa Hills Subdivision that is supplied by a user ditch and will be owned and maintained by the Hermosa Hills Sub HOA.

The project site is located at 1400 W. Floating Feather Rd. in Eagle, Idaho (See Attached Vicinity Map). The 9.58 acre site is currently platted as one large estate (Lot 20, Block 2 of Corrente Bello Sub No. 1). The site experiences about 15' of elevation relief with isolated locations of slope nearing 16%. The average slope of Lot 20 as a whole is less than 10%. The project site is not located within a FEMA floodway or floodplain.

The project consists of platting 12 additional lots with a DA mod that is consistent with the comp plan. The proposed grading operations (fill/cut) on the site are not aggressive. The low area of the site on the east side of the private driveway was historically a collection point for irrigation drain waters from the northeast. With the development of Corrente Bello Sub No. 1 & 2, the drain waters draining to this area were abandoned and the low spot has since dried up. This area will be filled and the

Pressure Irrigation Report

Tramonto Subdivision

onsite private drain infrastructure removed to make way for the new lots platted within the southern half of the resubdivided Lot 20. Frontage improvements along Floating Feather already exist. Sewer main and water main will be extended to serve the newly platted lots.

The landscape area to be serviced with pressure irrigation (and for the purpose for this report) is approximated at 5.0 acres. For the proper operation and maintenance of the system, the closed loop system must be controlled by the Tramonto Subdivision. PI is provided via a larger distribution system located in the surrounding Corrente Bello Sub No. 1 & 2. An agreement is in place for the supply of PI to Tramonto Subdivision.

III. GRAVITY IRRIGATION WATER SUPPLY

Tramonto subdivision is able to receive **58.4 gpm** of pressurized irrigation (PI) water from the surrounding Corrente Bello HOA system. This will be delivered at a single metered connection.

IV. PRESSURE IRRIGATION WATER DEMAND (Q_{ave})

The established 5.0 acres of landscape area within Tramonto Subdivision was calculated as 80% of the large estate lot and 35% of the lower lots after 0.75 acres were removed as impervious roadway area. Based on the estimated total landscape area of 5.0 acres for Tramonto Subdivision, and using a conservative lawn application rate of 0.40 inches/day, we can calculate our mean irrigation flow (Q_{ave}):
 $5.0 \text{ acres} \times 0.40 \text{ in/day} = 2.0 \text{ acre-inches/day} = 0.167 \text{ acre-feet/day} = \mathbf{0.084 \text{ cfs} = 37.7 \text{ gpm}}$. *As demonstrated, the supply exceeds the demand.*

V. MINIMUM FLOW RATE REQUIREMENTS (Q_{max})

The water supply (58.4 gpm) was shown to be 1.5 times the demand (37.7 gpm) to irrigate the 5 acres of landscaping for Tramonto Subdivision. The City of Eagle Pressure Irrigation Standards require a minimum of 15 gpm at 45 psi to the most critical service line in the system. The supplying system is capable of 855 gpm @ 80 psi, however the agreement will limit the maximum flow to Tramonto Subdivision to 58.4 gpm ($Q_{max} = \mathbf{58.4 \text{ gpm}}$) as this is Tramonto Sub's proportionate share of the overall water right. Water pressure is anticipated to remain close to 80 psi.

VI. METERING

A 4" PI line will be stubbed into the existing 6" Corrente Bello HOA mainline. A 4" resilient seated gate valve will be installed for isolation prior to an electronic meter. This electronic meter shall be a 3" battery powered octave ultrasonic meter or equivalent. The meter will be contained within an at-grade irrigation box(s) with the appropriate reducers.

VII. FILTRATION

Provided by the supplying Corrente Bello HOA PI system.

VIII. WET WELL

Provided by the supplying Corrente Bello HOA PI system.

IX. PUMP STATION GRAVITY OVERFLOW

Provided by the supplying Corrente Bello HOA PI system.

X. PUMPS

Provided by the supplying Corrente Bello HOA PI system.

XI. VARIABLE FREQUENCY DRIVES (VFD)

Provided by the supplying Corrente Bello HOA PI system.

XII. PUMP CONTROL SYSTEM

Provided by the supplying Corrente Bello HOA PI system.

XIII. HARMONICS

Provided by the supplying Corrente Bello HOA PI system.

XIV. PUMP HOUSE/ECLOSURE

Provided by the supplying Corrente Bello HOA PI system..

XV. PRESSURE DISTRIBUTION SYSTEM

All lots shall be provided with irrigation water with a minimum pressure of 45 psi under design operation conditions with 1.25-inch diameter services (per EPIS). All pressure service pipe shall be Polyethylene (PE), Class 160 PSI conforming to AWWA C-901. All pressure distribution pipe shall be polyvinyl chloride (PVC), ASTM D2241 Class 200, SDR 21 with gasketed push on joints.

Pipe shall be placed a minimum of 30 inches deep, except in the right-of-way where it shall have 36 inches of cover from finished grade. The maximum cover in all cases shall be 48 inches from finished grade. Trenches shall be water settled or compacted. Direct tapping of main is not allowed; tees or saddles required. All irrigation mainlines shall be marked with warning tape as per ISPWC. The tape shall be buried 6 inches below the surface to 18 inches above the top of the pipe.

Pressure Irrigation Report

Tramonto Subdivision

Thrust blocks of joint restraints shall be installed where unequal forces exist. Thrust blocks shall be installed per SD-403 of the ISPWC. All irrigation risers and faucets shall be identified with durable tags carrying the warning "Danger-Unsafe Water" or "Non-Potable Water" or equivalent. No irrigation system shall be cross connected in any manner to any public water system unless the provisions for cross connection protection as referenced in ECC 9-4-1-9c.1a are incorporated in the design.

Ten feet of horizontal separation shall be maintained between water mains and non-potable water lines. At any location where pressure irrigation main and water main cross, the water pipe shall be centered so that both joints are located as far as possible from the crossing. A vertical separation distance of 18" shall be maintained wherever possible.

Pipe will be sloped to drain to the locations shown on the plans. Drain plugs and drain boxes to winterize the system are identified on the plan set, and on the site by a sign identifying the drain. a

Air and vacuum valves are required at all high points of the irrigation distribution piping and on all dead end lines. Valves shall be in accordance with ANSI/AWWA C 512. Air and vacuum valve to be Waterman Model CR-101, or equivalent.

All irrigation and drain boxes will be covered with expanded galvanized steel or aluminum grating or approved equivalent. All covers shall be securely fastened to the tops of concrete walls.

XVI. INDIVIDUAL ZONE DESIGN

Individual Lots and common area sprinkler zones will be designed for 15 gpm. We shall group the lots together to establish a water rotation per the following:

Group	Lots	Flow per Lot	Duration	Operating Hours
1	1-4	14.6 gpm	4	12:00 am – 4:00 am
2	6-9	14.6 gpm	4	4:00 am – 8:00 am
3	11-14	14.6 gpm	4	8:00 am – 12:00 pm
4	15	58.4 gpm	8	12:00 pm – 8:00 pm
5	All Common Area	58.4 gpm	4	8:00 pm – 12:00 am

Up to 4 lower lots can irrigate simultaneously. The Tramonto HOA has the ability to adjust the above rotation schedule to better fit their needs in the future.

Service will be Polyethylene (PE), 160 PSI, 1.25-inch diameter only per EPIS. Property owners or their contractors shall verify system pressure at each location for the purpose of verifying water demand relative to system design.

XVII. HYDRAULIC ANALYSIS

A 4" connection and 4" looped PI main is capable of supplying 140 gpm in a single direction while maintaining a velocity less than 5 fps. This is 2.4 times more capacity than is needed to support the Qmax of 58.4 gpm.

XVIII. OPERATIONS AND MAINTENANCE MANUAL

Performance specifications are outlined on the construction plans. The contractor is responsible for providing a complete as-built package for review and comment to the Engineer of Record. After review and approval, the Engineer will then submit the material to the HOA.

VICINITY MAP

TRAMONTO SUBDIVISION

1400 W. FLOATING FEATHER RD. / EAGLE, IDAHO

PARCEL # R1573720380

(LOT 20, BLOCK 2 OF CORRENTE BELLO SUBDIVISION NO. 1)

SW 1/4, SW 1/4, SEC-5, T-4N, R-1E, B.M



FIGURE II: WATER DELIVERY AGREEMENT



WATER DELIVERY AGREEMENT

This WATER DELIVERY AGREEMENT (“Agreement”) is entered into effective the 14th day of JAN, 2019, by and between CORRENTE BELLO SUBDIVISION HOMEOWNERS’ ASSOCIATION, INC., an Idaho non-profit association (“CB HOA”), and RENOVARE DEVELOPMENT II LLC, an Idaho limited liability company, and its successors and assigns (“Developer”).

RECITALS

A. Developer owns Lot 20, Block 2 (“Lot 20”) of Corrente Bello Subdivision No. 1 (“Sub No. 1”), according to the plat (“Plat”) thereof, filed by GemStar Properties, L.L.C. in July 2006 in Book 95 of Plats at Pages 11790 through 11794, records of Ada County, Idaho, consisting of 9.58 acres. The Plat also includes Corrente Bello Subdivision No. 2 (“Sub. No. 2”). Collectively Sub. No. 1 and Sub. No. 2 encompass approximately 94.9 total acres.

B. CB HOA is responsible for, among other things, operating and maintaining a pressurized irrigation system consisting of headgates, weirs, a regulating pond, a well and well house, associated pumps, meters, valves, mainlines and distribution lines that deliver irrigation water to the various residential and common area lots throughout Sub. No. 1 and Sub. No. 2 (the “System”). For the purposes of this Agreement, the System includes only those facilities heretofore installed, operated and maintained by CB HOA and depicted in **Exhibit A** attached to and made a part of this Agreement.

C. CB HOA holds 4.292 shares of Farmers Union Ditch Company (“Ditch Company”) that, subject to seasonal availability from the Ditch Company, can provide up to a maximum of

approximately 0.94 cubic feet per second (424 gallons per minute) of surface water to CB HOA's System.

D. CB HOA also holds two water right permits, 63-34366 and 63-34502, that collectively authorize diversion of up to 1.3 cubic feet per second (approximately 583.5 gallons per minute) into CB HOA's System for irrigation of up to sixty-five total acres within Sub. No. 1 and Sub. No. 2 (the "Groundwater Rights"). The Groundwater Rights are limited to a maximum combined instantaneous diversion rate of 0.02 cubic feet per second and an annual diversion volume of 4.5 acre-feet per acre per year for each actually-irrigated acre or a maximum of 292.5 acre-feet per year for 65 authorized acres.

E. According to the original Plat, all lots within Sub No. 1, including Lot 20, and within Sub. No. 2 are entitled to use of irrigation water supplied by the Ditch Company, and are obligated to pay Ditch Company assessments for such water supply. Covenants, Conditions and Restrictions for Corrente Bello Subdivision were recorded in Ada County on August 10, 2006 as Instrument No. 106127965 as amended by a First Supplement recorded February 11, 2011 as Instrument No. 11103237 ("CCRs"). The CCRs expressly exclude Lot 20 from membership in the homeowners' association and the operation of the CCRs, which otherwise require all residential lots to pay homeowner association assessments, including assessments attributable to the CB HOA's costs for delivery of irrigation water.

F. The CB HOA has heretofore provided a portion of the irrigation water delivered to it by the Ditch Company to Lot 20 via the CB HOA System.

G. Developer has applied to the City of Eagle for approval of a Rezone, Conditional Use Permit Modification and Preliminary Development Plan and Preliminary Plat for the purpose of re-designating Lot 20 of Sub. No. 1 as Corrente Bello Subdivision No. 3 ("Sub. No. 3") and allowing for subdivision of Lot 20 into 15 lots—12 buildable, one existing residential lot and two common area lots. Solely for purposes of this Agreement, the two approved common area lots are not subject to assessment

by CB HOA. Developer's application was approved with conditions by the Eagle City Council per its findings of fact and conclusions of law issued November 13, 2018.

H. Developer desires that the CB HOA now provide irrigation water from the CB HOA's System to Sub. No. 3 and the CB HOA is willing to do so subject to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated in this Agreement, and the mutual covenants, terms and conditions set forth below, the parties agree as follows:

1. To the extent that the terms of this Agreement conflict with provisions of the CCRs concerning water delivery to Lot 20 and the obligation of Lot 20 for payment of CB HOA assessments for water delivery or otherwise, the terms of this Agreement shall control and Developer shall not assert that Sub. No. 3, or any portion thereof, is exempt from this Agreement.
2. The CB HOA is, and will continue to be, the sole owner and operator of the System, and will be the record owner of the 4.292 Ditch Company shares and the Groundwater Rights.
3. The CB HOA will provide for sufficient assessments of CB HOA members to fund the System's annual operation and maintenance, and to maintain a reserve fund to pay for reasonably anticipated System repairs or replacements so as to be able to deliver water to its members and to Sub. No. 3 as provided under this Agreement.
4. The CB HOA, at the direction of an engineer hired by Developer, will provide a location where the piping, hardware, access and other facilities required by the System will connect to the pressurized irrigation system to be constructed by Developer (the "Meet Point"). The Meet Point may be relocated from time to time with the written agreement of CB HOA and the Sub. No. 3 homeowners' association to be created by Developer (the "CB3 HOA"). Subject to Sub. No. 3's obligation to pay its share of the CB HOA's costs as set forth below, the CB HOA will be solely responsible for physical

operation and maintenance of its System upstream from the Meet Point. CB HOA shall also be responsible for the maintenance of the Meet Point interconnection facilities. The CB3 HOA will be solely responsible for operation and maintenance of the pressurized irrigation system downstream from the Meet Point.

5. Developer will, at Developer's expense, install a pressurized irrigation system to serve Sub. No. 3, to be engineered by Developer's engineer, provided that the facilities interconnecting the Developer's system with CB HOA's System shall be subject to review and approval by CB HOA and its engineer. Developer shall provide for a totalizing flow meter and appropriate regulating valves at the Meet Point so that the amount of water delivered to Sub. No. 3 can be monitored, measured and regulated by the CB HOA on an ongoing basis to ensure compliance with this Agreement.

6. CB HOA will deliver a proportionate share of the irrigation water available under CB HOA's Ditch Company shares and Groundwater Rights to Sub. No. 3 at the Meet Point. Sub. No. 3's proportionate share of irrigation water shall be ten percent (10%) of the irrigation water available from the CB HOA System and is based on the ratio of total acres within Sub. No. 3 (9.58 acres) to the total acres within Sub. No. 1, Sub. No. 2 and Sub. No.3 (94.9 acres). Based on a maximum cumulative diversion rate of 0.02 cubic feet per second and 4.5 acre-feet per actually-irrigated acre per annum for a maximum of sixty-five irrigated acres under all of the CB HOA water rights, the maximum quantity of water deliverable to Developer at the Meet Point under its proportionate share is agreed to be 10% of 583.5 gallons per minute, or 58.4 gallons per minute up to a maximum of 4.5 acre-feet per year for each actually-irrigated acre within Sub. No. 3. The actual amount delivered will be subject to adjustment by CB HOA from time to time during the irrigation season, depending on physical availability of water to and in CB HOA's System, and the limits on, and conditions affecting, water diversions or availability imposed by the Ditch Company, the Idaho Department of Water Resources ("IDWR") and/or the Water District 63 Watermaster.

7. Developer will pay to the CB HOA as consideration for delivery of irrigation water by the CB HOA to Sub. No. 3 the following sums:

- a. No later than the earliest to occur of either (i) approval of final plat by Eagle City Council or, (ii) 30 days following Developer's first request for delivery of water, which request is accepted by CB HOA, Developer shall pay to CB HOA \$46,800 which sum represents a one-time assessment for 13 lots to cover Developer's agreed-upon share of the CB HOA's capital investment in its well, pump and water delivery facilities and which shall be placed by CB HOA in a separate irrigation system reserve account, to be spent by CB HOA only for operation and maintenance of CB HOA and Sub. No. 3 irrigation facilities; and
- b. An "Annual Payment" due on or before March 15 of each calendar year equal to Developer's share of the operation and maintenance costs and maintenance of the reserve account for the System and for delivery of irrigation water. Sub. No. 3's share shall be equal to the ratio of the number of lots in Sub. No. 3 (i.e., 13) divided by the total number of lots in all three subdivisions (i.e., 121), or ten and seven tenths percent (10.7%). Annual operation and maintenance costs include costs of System inspection and servicing, annual start-up and shut-down, routine and emergency maintenance, repairs and replacements of System components; power, inventory, Ditch Company and Water District assessments of water shares and ground water rights and any related engineering or legal services related to maintaining the System or CB HOA's water rights. As of the effective date of this Agreement, the Annual Payment is set at \$380 per lot per year for 13 lots, or \$4,940, regardless of whether delivered water is used on all 13 lots. The annual payment is subject to adjustment every three years to reflect changes in CB HOA operation and maintenance costs.

- c. Sub. No. 3's share of any Special Assessment levied by the CB HOA to cover unforeseen or emergency costs related to operation and maintenance of the System not otherwise provided for by Annual Payments that CB HOA may impose under the CCRs from time to time, payable to the CB HOA after written notice to Developer, its successor or assignee homeowners' association as the case may be, and within the same time frame as required of members of the CB HOA. Sub. No. 3's share of any Special Assessments related to the System shall be equal to the ratio of the number of lots in Sub. No. 3 (i.e., 13) divided by the total number of lots in all three subdivisions (i.e., 121), or ten and seven tenths percent (10.7%).
- d. One half, up to a maximum of \$4,000 (one-half of a total of \$8,000) of CB HOA's attorney and engineering fees in negotiating and preparing this Agreement and reviewing Developer's engineering plans for its pressurized irrigation system interconnection.

8. If any payment required to be made by Developer to the CB HOA under Sections 7(a)-(c) of this Agreement is not paid when due, or in the event of a breach of other Developer obligations and covenants, CB HOA's initial remedy, and without waiving its right to terminate this Agreement as provided hereinafter, shall be the curtailment of irrigation water delivery to Sub. No. 3 until all delinquent payments have been paid in full or the breach has been cured.

9. Developer shall cause the declaration of covenants, conditions and restrictions ("Declaration") for Sub. No. 3 to include provisions that, among other things:
- a. Create a homeowners' association, whose responsibilities shall include assuming all of Developer's obligations under this Agreement, operating and maintaining its pressurized irrigation system, and providing for assessments sufficient to cover all

- payments owed to the CB HOA under this Agreement and sufficient to cover the operation and maintenance costs for the Sub. No. 3 pressurized irrigation system.
- b. Provide notice to all property owners within Sub. No. 3 of the source of irrigation water and the homeowners' association's obligations under this Agreement.
 - c. Contain rules, or grant the homeowners' association authority to promulgate and amend rules, governing the use of irrigation water delivered by the CB HOA within Sub. No. 3, including appropriate requirements for internal rotation or scheduling of water use to optimize use of the available supply, prohibition of cross-connection(s) between the pressurized irrigation system and any domestic water supply system (or mandatory installation of backflow prevention devices where cross-connections are not otherwise prohibited by law or this Agreement), backflow prevention at the Meet Point, and a prohibition on the use of water delivered to Sub. No. 3 under this Agreement for any purpose other than landscape irrigation within the platted lots.
 - d. Provide notice that availability of irrigation water is subject to various conditions in any given water year, that the amount of water supplied to the Sub No. 3's pressurized irrigation system is subject to actions of the Ditch Company, the Idaho Department of Water Resources and the Water District 63 Watermaster, seasonal and annual variability in water supply, and other circumstances that may be beyond the control of the CB HOA.

10. Until the organization of CB3 HOA, Developer shall be the sole point of contact with the CB HOA concerning all matters related to this Agreement. Following the organization of CB3 HOA, CB3 HOA shall be the sole point of contact with the CB HOA concerning all matters related to this Agreement.

11. The term of this Agreement shall be for so long as Sub. No. 3 shall continue to take delivery of irrigation water from CB HOA's System and pay its share of the costs for water delivery. Developer may terminate this Agreement upon written notice to CB HOA delivered no later than December 31st and the termination shall not be effective until January 1st of the following year; provided however, that regardless of termination of the Agreement, Developer shall remain obligated for all of its accrued payment obligations to CB HOA. If Developer fails to cure a breach of this Agreement, including a breach involving non-payment of its share of costs as set out above, for a period of two full irrigation seasons ("Minimum Breach Period"), then in addition to any other available legal rights and remedies, CB HOA may terminate this Agreement following a Cure Period, as defined below. In order to terminate following any Minimum Breach Period, CB HOA must deliver notice of intent to terminate to CB3 HOA prior to cure of the breach that caused the Breach Period. If the breach that initiated the Minimum Breach Period has not been cured within 90 days following delivery of the intent to terminate (the "Cure Period"), CB HOA may terminate the contract and, following termination, CB HOA shall have no further obligation to deliver water to Sub. No. 3 under this Agreement or otherwise.

12. Developer agrees to include in the final plat recorded for Sub. No. 3 an easement in favor of CB HOA, its successors and assigns for access to all components of the System located within Sub. No. 3 sufficient to allow CB HOA to access such components with personnel and equipment reasonably adapted to the work of operating, maintaining, repairing or replacing them. Developer agrees that no permanent improvements will be constructed or permitted to be constructed on or over any portion of CB HOA's System located within Sub. No. 3.

13. Developer agrees for itself and its successors and assigns, including the homeowners' association to be created by Developer, and each lot owner within Sub. No. 3, that CB HOA shall not be liable for any claims for direct or consequential damages attributable to the unavailability of irrigation water to Sub. No. 3 that is due to any circumstances beyond the reasonable control of CB HOA.

14. This Agreement shall be binding on the parties' respective successors and assigns including but not limited to the homeowners' association to be created for Sub. No. 3.

15. This Agreement shall be recorded in the real property records of Ada County, Idaho and shall run with the land.

16. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Idaho.

17. In the event litigation is necessary to resolve any dispute arising under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs.

18. This Agreement contains the entire agreement between the parties hereto concerning the subject matter of the Agreement and there is no other promise, inducement or agreement between the parties concerning the subject matter hercof, not expressed herein.

19. Except as otherwise provided in this Agreement, no amendment, supplement, modification or waiver of this Agreement shall be binding upon the parties unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

20. The parties each agree to take such other steps and execute such other documents as may be reasonably requested or required to give full effect and validity to this Agreement.

21. The parties acknowledge that given the current stage of development of their respective Subdivisions, the inchoate nature of the Groundwater Rights, which are inherently subject to yet-to-be imposed conditions of approval by IDWR at the licensing stage, and other currently unforeseen factors that may affect the Subdivisions' irrigation needs, this Agreement represents the parties' best intent and effort to establish a reasonable and equitable process for water delivery from the CB HOA System and

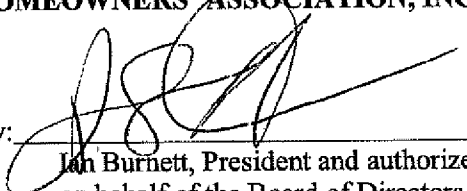
compensation to CB HOA. The parties further agree to work together in good faith in the future to give full effect to the intent in this Agreement that the management and operation of CB HOA's System, Sub. No. 3's pressurized irrigation system and the allocation of water and costs between them continue to be reasonable and equitable under the circumstances.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the
day and year first above written.

CB HOA

**CORRENTE BELLO SUBDIVISION
HOMEOWNERS' ASSOCIATION, INC.**

By: 
Ian Burnett, President and authorized signator
on behalf of the Board of Directors

DEVELOPER

RENOVARE DEVELOPMENT II LLC

By: Signed in counterpart
Shanna Axelson, Member and authorized signator

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day
and year first above written.

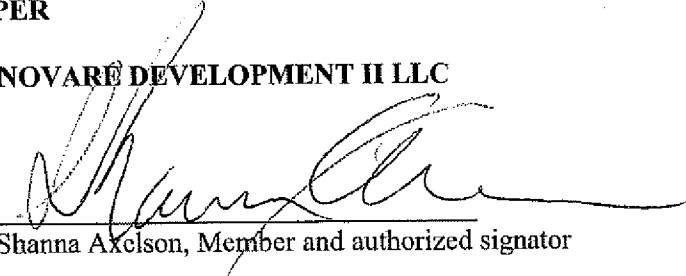
CB HOA

**CORRENTE BELLO SUBDIVISION
HOMEOWNERS' ASSOCIATION, INC.**

By: Signed in counterpart
Ian Burnett, President and authorized signator
on behalf of the Board of Directors

DEVELOPER

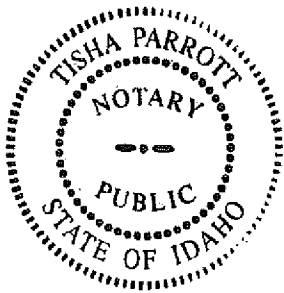
RENOVARE DEVELOPMENT II LLC

By: 
Shanna Axelson, Member and authorized signator

STATE OF IDAHO)
) ss.
County of Ada)

On this 14 day of Jan., in the year of 2019, before me, a Notary Public in and for the State of Idaho, personally appeared IAN BURNETT known or identified to me to be the president of the corporation that executed the instrument or the person who 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 first above written.

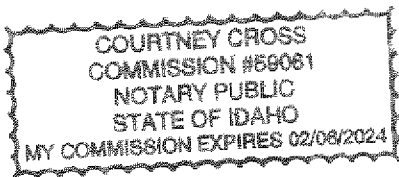


[Signature]
NOTARY PUBLIC for Idaho
Residing at Camden Cove, ID
My commission expires: 10/21/20

STATE OF IDAHO)
) ss.
County of Ada)

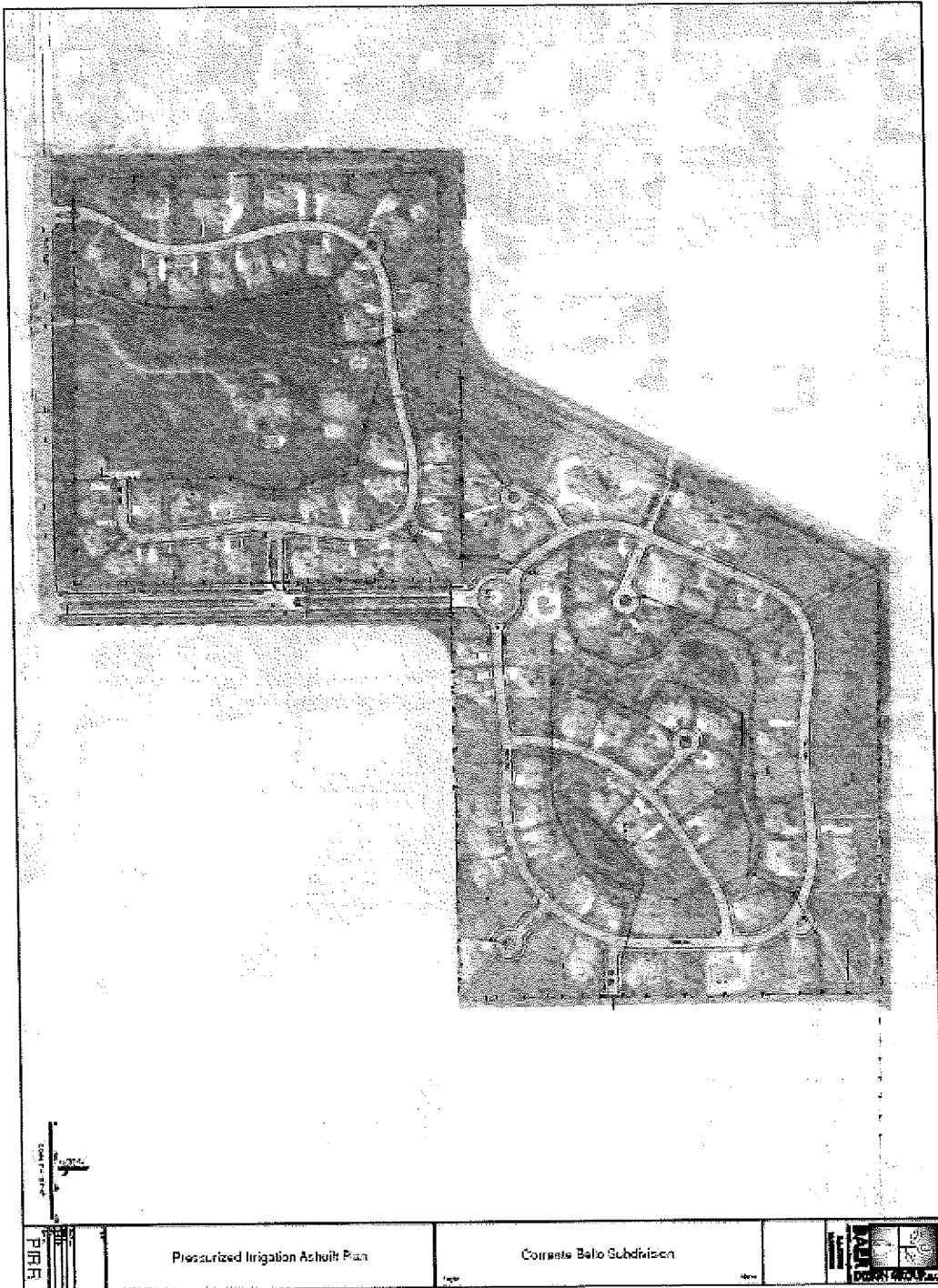
On this 14th day of January in the year 2019, before me, a Notary Public in and for the State of Idaho, personally appeared SHANNA AXELSON, known or identified to me to be the member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



[Signature]
NOTARY PUBLIC for Idaho
Residing at Meridian, Idaho
My commission expires: 2/8/2024

EXHIBIT A
(Depiction of CB HOA System)



**FIGURE III: FARMERS UNION DITCH CO.
WATER RIGHT CERTIFICATE**

11.5 AF Arrowrock
29.25 AF Anderson
CERTIFICATE

No 2838

For 4.292 Shares
Issued to
Corrente Bello Subd HOA Inc
40 Valley Property Management
P.O. Box 1090
Mendocino, Id. 93680

Dated 11-22 2006

FROM WHOM TRANSFERRED

Blake Mayes
David Buick

Dated 11-22 2006

NO. ORIGINAL CERTIFICATE	NO. ORIGINAL SHARES	NO. OF SHARES TRANSFERRED
<u>2641</u>	<u>1.68</u>	<u>1.68</u>
<u>2758</u>	<u>2.612</u>	<u>2.612</u>
		<u>4.292</u>

Received 2641
CERTIFICATE NO. 2758

For 4.292 Shares this 27th
day of November, 2006

**FIGURE IV: CORRENTE BELLO PUMP
STATION NAMEPLATE**

ENVIRONMENTAL RATINGS:

NEMA 3R

UL TYPE 1



automation • pumping systems

MANUFACTURED BY: PRECISION PUMPING SYSTEMS
6515 Business Way Boise, ID 83716 (208) 323-5300

UL 508A LISTED IOP ENCLOSURE FILE#: E210861

END USER:	CORRENTE BELLO UPGRADE		
PERFORMANCE:	855 GPM @ 80 PSI		
SERIAL #:	20160201-6199		
MODEL #:	MMC2X040-483-LA-DPP-MAC-J5V-SAF-CW-U12F-PL05E-HG50		
DATE:	02.03.16		
DUTY:	CONTINUOUS/INTERMITTENT		
VOLTS:	480	UL FLA (100%):	111
PHASE:	3	MAX NEG AMPS:	125
HZ:	60	MAX AMB °C:	40°
PONY VFD DRIVE, MOTOR, & PUMP INFO			
MODEL #:	ACS310-03U-09A7-4		
SERIAL #:	51543C8956		
VFD MAX HP:	5	VFD MAX AMPS:	97
MOTOR MAKE:	TESLA	MODEL:	60140365
HP:	3	PHASE:	3
VOLTS:	460	AMPS:	4.8
PUMP MAKE:	DAB	MODEL:	S35/30
GPM:	40	TDH:	220
MAIN VFD DRIVE, MOTOR, & PUMP INFO			
MODEL #:	ACS550-U1-069A-4		
SERIAL #:	2155201146		
VFD MAX HP:	40	VFD MAX AMPS:	59
MOTOR & PUMP #1 & #2 INFO			
MOTOR MAKE:	CENTRIPRO	MODEL:	P6M40T466AHT
HP:	40	PHASE:	3
VOLTS:	460	AMPS:	58.8
PUMP MAKE:	GOULDS	MODEL:	7CHC 2-STG
GPM:	410	TDH:	212

**FIGURE V: CORRENTE BELLO WELL
CONSTRUCTION SUMMARY**



May 7, 2018

Ian Burnett, President
Corrente Bello Subdivision Homeowners Association, Inc.
6149 N Meeker Pl., Ste 150
Boise, ID 83713
Via email to ikburnett55@gmail.com

Subject: Summary of Corrente Bello Well Construction and Testing

Dear Ian:

The supplemental irrigation well for Corrente Bello Subdivision (Corrente Bello) has been successfully constructed, tested, and equipped. This letter report provides a summary of project activities and includes pertinent data for your records.

Water Rights

The Corrente Bello supplemental irrigation well is authorized as a diversion point under water right permit 63-34366. Permit 63-34366 authorizes diversion of up to 1.0 cfs (449 gpm) from one well for supplemental irrigation of 50 acres within a 94-acre place of use. The water must be developed from a zone between 200 and 400 feet below ground surface.

Prior to construction of the well, Corrente Bello expressed concern that the 1.0 cfs diversion rate might be inadequate. In response, a second application (63-34502) was submitted seeking an additional 0.3 cfs (135 gpm) for irrigation of 15 acres within the same 94-acre place of use and diverted from the same well. The application was advertised without protest and approved on May 2, 2018.

In combination, the two permits authorize a diversion rate of 583 gpm for irrigation of 65 acres. Water right reports are provided as Attachment A.

Although proof of beneficial use for the permits will not be due until 2022 and 2023, respectively, we recommend that Corrente Bello immediately proceed with a beneficial use field examination and then submit a beneficial use field report and proof of beneficial use for licensing of permit 63-34366. Proof of beneficial use for permit 63-34502, along with a beneficial use field report, should be submitted immediately following landscaping of the final lot within the subdivision.

Well Construction

Coonse Drilling and Pump Co. was the contractor for well construction and pump system installation.

The well was drilled using the direct mud-rotary drilling method with a 12-inch diameter borehole to 297 feet below ground surface (bgs). Following drilling, a geophysical log

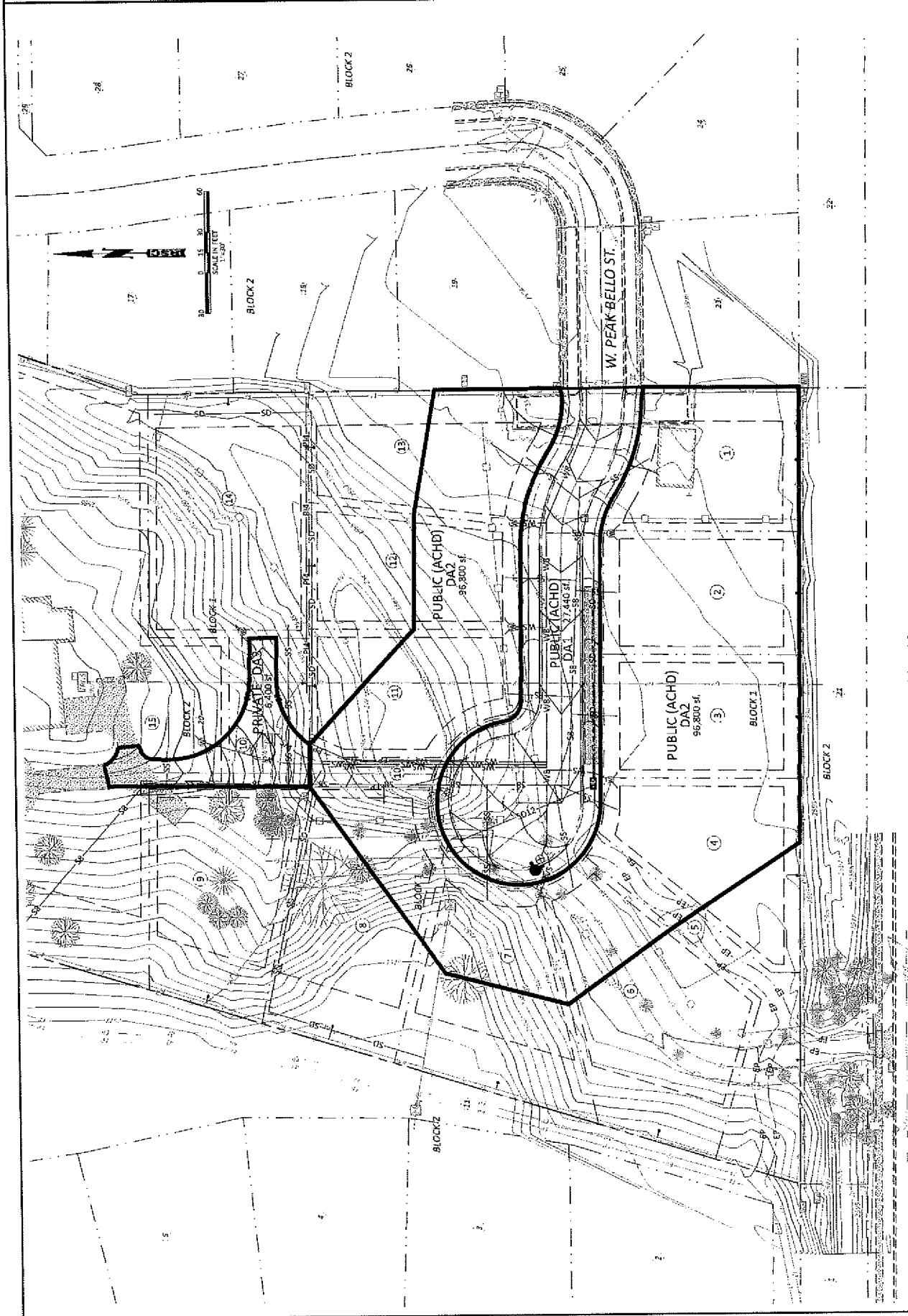
Revisions	
NO.	DESCRIPTION
1	DATE
2	DATE
3	DATE
4	DATE


ROCK SOLID CIVIL
 CIVIL ENGINEERING AND SURVEYING
 200 N. 2ND ST. SUITE 100
 BOZEMAN, MONTANA 59717
 (406) 552-3333
 www.rocksolidcivil.com

THIS DOCUMENT AND THE DEAS AND DESIGNS OF ROCK SOLID CIVIL, LLC ARE NOT TO BE USED WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF ROCK SOLID CIVIL, LLC. IN WHOLE OR PART, FOR ANY OTHER PROJECT. ROCK SOLID CIVIL, LLC AND IS NOT TO BE USED. PROFESSIONAL SERVICES ARE THE PROPERTY OF ROCK SOLID CIVIL, LLC.

PROJECT NAME: TRAMONTO SUBDIVISION
 LOCATION: EAGLE, IDAHO
 DRAWING TYPE: DRAINAGE AREA MAP

Project No. 19-02
Owner: BFLP
Date: May 03, 2019
Sheet No. 1 of 1



W. FLOATING FEATHER RD.

FIGURE I: VICINITY MAP

(Attachment B) was conducted to verify the location of water-bearing zones and confining layers. The log confirmed information from the drill log and well cuttings indicating that the entire section between 200 and 297 feet is mostly sand except for one prominent clay layer found from approximately 217 to 228 feet. Based on review of the well cuttings, drill log, and geophysical logs, a final design was developed.

The well is constructed with 8-inch diameter steel casing from +2 to 238 bgs and stainless steel screens (0.030-inch slots) from 238 feet to 290 feet. The well screen section includes a 1-foot long piece of mild steel casing from 248 to 249 feet. The annular space is filled with No. 6-9 Colorado Silica Sand filter pack from 291 feet to 220 feet bgs then filled with bentonite-cement grout from 220 feet to the ground surface. The well was developed by air-lift pumping. Construction was completed on April 5, 2018. A copy of the Well Driller's Report is provided as Attachment C.

Pumping Test

Coonse installed a test pump and piping system on April 23, 2018 and conducted a brief step-rate pumping test to check pump performance. A constant-rate pumping test was conducted for four hours on April 24, 2018. The pump, piping, and generator were removed from the site by Coonse shortly after conclusion of the constant-rate test.

The well test was conducted using a 40 hp submersible pump set at 147 feet on 4-inch drop pipe with power supplied by a Whisperwatt 6-cylinder 6.8L diesel generator. A 1-inch sounding tube was provided at the well head for water level measurements. Discharge piping was equipped with a Sitrans FM MAG5000 flow meter, pressure gauge, and gate valve for flow control. Instantaneous (gpm) and totalized (gallons) flow were regularly recorded from the meter. Pumped water was discharged to the nearby irrigation storage pond. Sand production was checked by collecting discharge water in a 5-gallon bucket and visually inspecting for sand grains. Water-levels were measured from the top of the well casing, approximately 2.5 feet above ground surface. Pumping test data are provided in Attachment D.

Step-Rate Test. Static water level was measured at 57.65 feet below the top of the well casing (btc) shortly before step-rate testing began on April 24th. The step-rate test consisted of pumping the well for periods ranging from 15 to 30 minutes at approximate rates of 102 gpm, 163 gpm, 253 gpm, 354 gpm, and 513 gpm. At the end of the test period, the well was pumped at the maximum capacity of the pump, 590 gpm. Specific capacities (i.e., gpm per foot of drawdown) were 26 gpm/ft at 102 gpm, 25 gpm/ft at 163 gpm, 24 gpm/ft at 253 gpm, 23 gpm/ft at 354 gpm, and 22 gpm/ft at 513 gpm

Constant-Rate Test. Static water level was measured at 57.9 feet below the top of the well casing (btc) shortly before constant-rate testing began on April 24th. Pumping began at 9:20 and flow was quickly adjusted to the target rate of approximately 550 gpm. The initial totalizer reading was recorded from "Totalizer 1" on the flow meter, but it was found that this total was not changing while the pump was on, so the reading from "Totalizer 2" was used instead after approximately 24 minutes. The 550 gpm pumping rate was maintained for 4 hours with water level, instantaneous flow rate, and field parameters recorded regularly. Based on starting and ending totalizer values, the average flow rate during testing was 552.8 gpm.

The final water level measurement was 84.24 feet btc taken at 13:20 which corresponds to a drawdown of 26.34 feet. The specific capacity of the well at the end of the four-hour pumping period was 21 gpm/foot.

Water level recovery in the well was monitored for 40 minutes following shutdown of the pump. At the end of the recovery period, water levels had reached 60.16 feet btc (2.26 feet below the original static water level).

Field water-quality monitoring showed average water characteristics of approximately 263 $\mu\text{S}/\text{cm}$ (electrical conductivity), 13.7° C (57° F), and 7.1 pH. These data suggest good quality water. Sand checks with the 5-gallon bucket revealed little to no visible sand in the discharged water.

Pumping Test Analysis. The specific capacity of the well, expressed as flow (gpm) per foot of drawdown, was calculated at each pumping rate, and ranged from 26 gpm/ft at 102 gpm to 22 gpm/ft at 513 gpm. These short-term specific capacities suggest that well efficiency declines slightly within increasing pumping rate. Declines in well efficiency typically suggests turbulent flow in the vicinity of the well bore. In this instance, the lower well efficiency at the higher pumping rate is expected given the high flow rate within an 8-inch well.

Transmissivity of the aquifer was estimated using constant-rate drawdown and recovery data (Figures 1 and 2). The two data sets both suggest an average transmissivity of approximately 58,000 gallons per day/foot. This calculated transmissivity is equal to the expected transmissivity based on the specific capacities at lower pumping rate. No boundary conditions¹ were indicated by the test data; significant boundary conditions are not expected for future pumping based on the geological setting in the area.

Anticipated drawdown in the well for pumping durations longer than the testing period can be predicted by extrapolating the drawdown plot from Figure 1. Assuming a pumping rate of 550 gpm, the well has an expected drawdown of approximately 28.4 feet if pumped constantly for 24 hours (Figure 3). Continuous pumping for a week or month correspond to anticipated drawdowns of 30.3 feet and 32.0 feet, respectively. Assuming no changes in static water level, the pumping water level should be between 85 and 90 feet. Allowing for 10 feet seasonal aquifer water-level fluctuation, pumping levels in late summer may approach 100 feet.

Since this well will be used for supplemental irrigation, it is not expected that the pumping interval will typically be more than a few hours per day. However, the pump may pump for more extended periods at times when ditch water is unavailable.

¹ Boundary conditions (faults, aquifer thinning, etc.), when present, can cause increased drawdown.

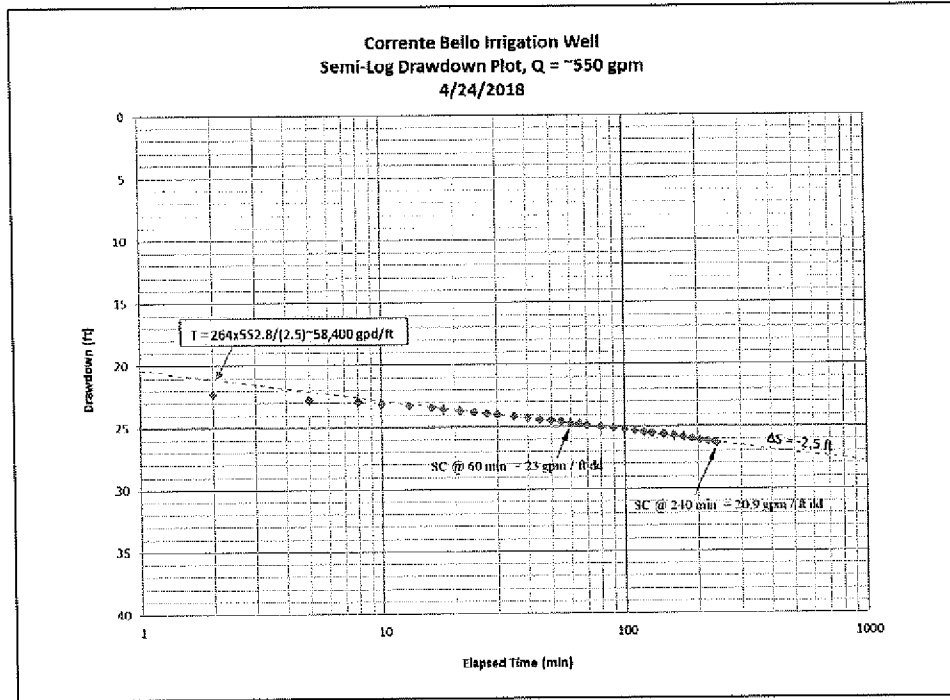


Figure 1. Constant-Rate Test Semi-Logarithmic Drawdown Plot

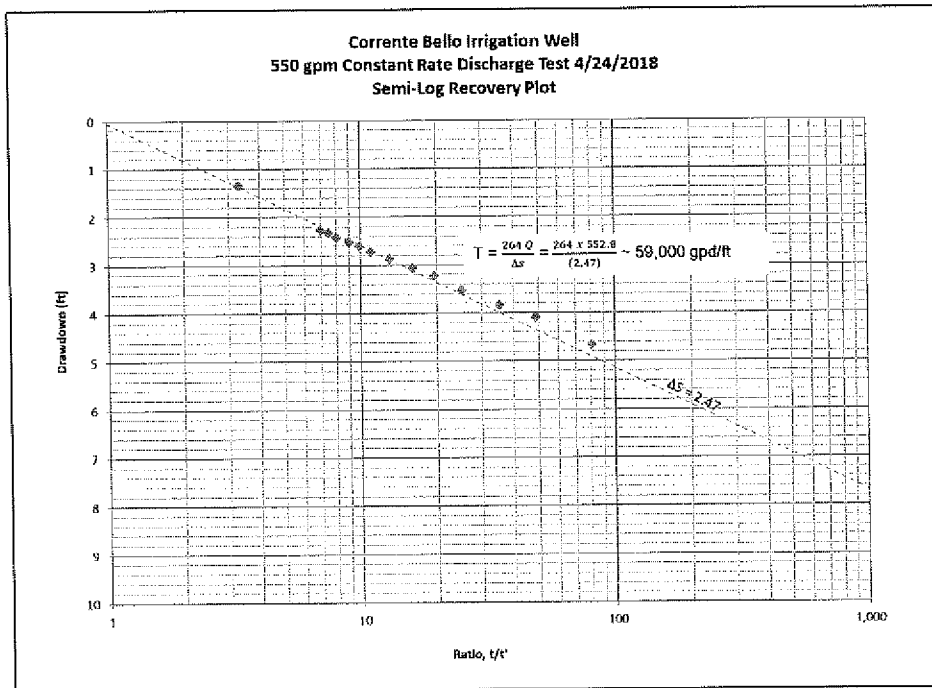


Figure 2. Constant-Rate Test Recovery Plot

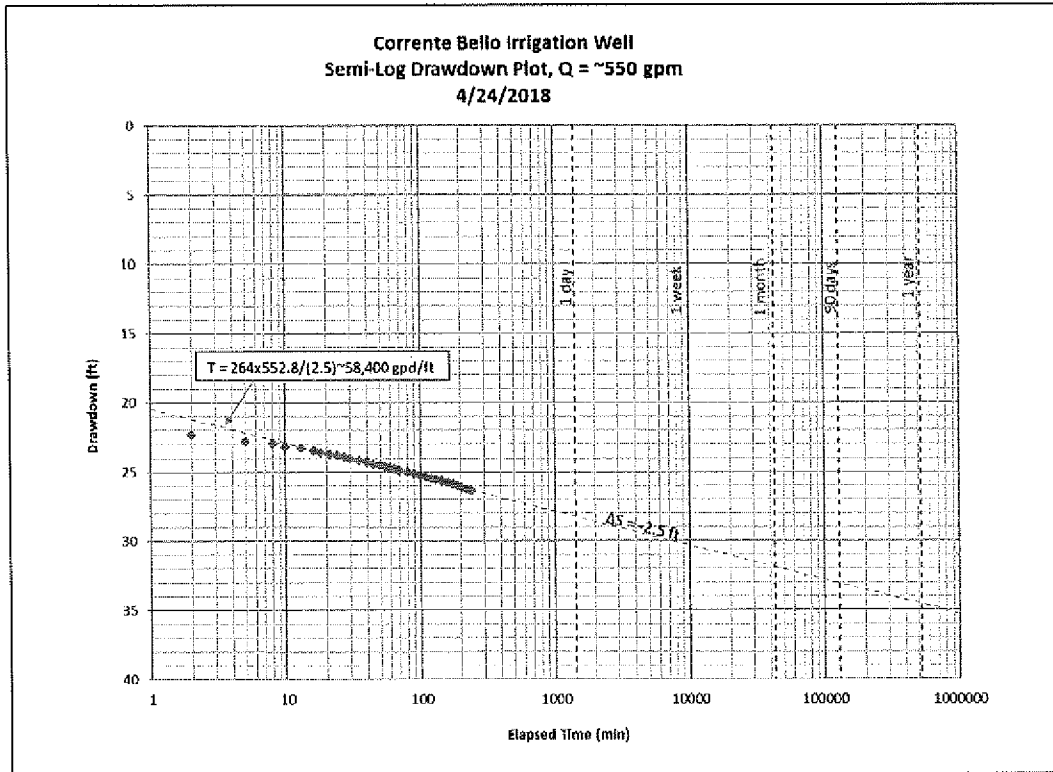


Figure 2. Extrapolated Drawdown Plot

The constant-rate pumping test demonstrated that the well can easily support a pumping rate of at least 550 gpm for an extended duration. Assuming (1) a pumping water level around 90 feet, (2) little to no discharge pressure because the water discharges to a pond, and (3) after accounting for assorted head losses, a 25-hp submersible pump is suitable for this application.

Well Pump

The specified pump for bidding purposes was a 25-hp Franklin submersible pump (500STS25D6A). A copy of the pump curve is provided as Attachment D. Based on the pump curve, a production rate of 550 to 600 gpm should be achievable with this pump.

The pump was installed on May 1 and 2, 2018. The pump was set on 147-feet of 5-inch drop pipe with a column check valve at 126 feet. The motor will be controlled with a soft-start. A pond-level sensor will send a signal to the pump to start or stop based on pond water level. Above-ground discharge piping is 6-inch diameter, and includes a 6-inch magnetic flow meter, check valve, air-release valve, butterfly valve, and pressure relief valve (Figure 4). The piping will be indoors within a pump house. Winterization of the piping should include purging of the pump drop pipe within the well to a depth of approximately 5 feet below ground surface. Purging can be accomplished by either blowing out or pumping out the column pipe through the plug on top of the discharge tee.

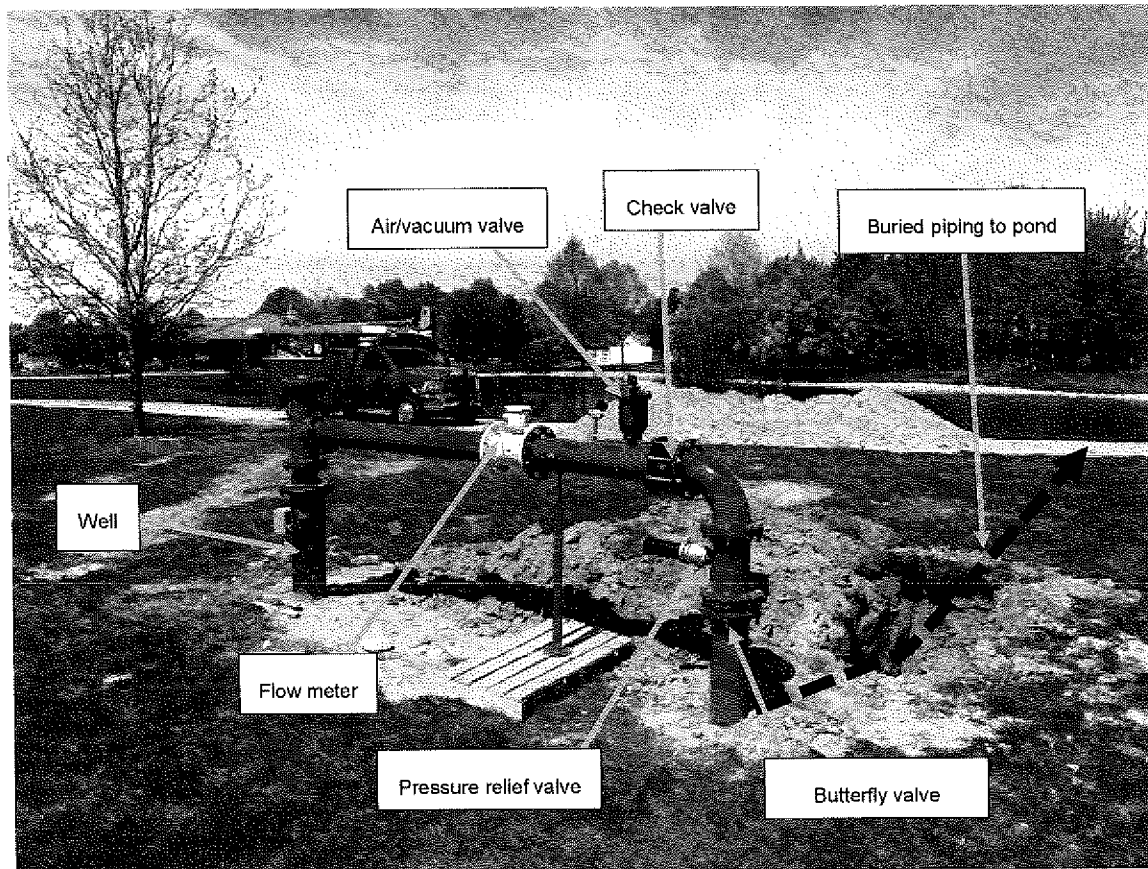


Figure 4. Discharge piping

Summary

The Corrente Bello supplemental irrigation well has been successfully constructed, tested, and equipped for providing irrigation water supply to Corrente Bello Subdivision. The pump is designed to produce the full water right of 583 gpm. Start-up and operation of the pump will occur following completion of the well house and associated electrical work at the site.

Following start-up, SPF recommends that Corrente Bello proceed with licensing of water right permit 63-34366 by authorizing SPF to conduct a beneficial use field examination and submitting a beneficial use field report. Licensing of permit 63-34502 should be deferred until the final lot is landscaped within the subdivision.

Please contact us with any questions or comments.

Sincerely,

Sean Albertson, EIT
Associate Engineer

Terry M. Scanlan, P.E., P.G.
Principal Engineer/Hydrogeologist

Attachment A – Water Right Reports

State of Idaho
 Department of Water Resources

Permit to Appropriate Water

NO. 63-34366

Priority: April 14, 2017

Maximum Diversion Rate: 1.00 CFS

This is to certify, that CORRENTE BELLO SUBDIVISION HOA INC
 6149 N MEEKER PL STE 150
 BOISE ID 83713

has applied for a permit to appropriate water from:

Source: GROUND WATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
IRRIGATION	03/01 to 11/15	1.00 CFS

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NE¼SW¼ Sec. 5, Twp 04N, Rge 01E, B.M. ADA County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N 01E 5										40.0	10.0	39.0	5.0				94.0

Total Acres: 94

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **July 01, 2022**.
2. Subject to all prior water rights.
3. This right is limited to the irrigation of 50 acres within the authorized place of use in a single irrigation season.
4. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
5. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor exceed a combined annual maximum diversion volume of 225.0 af at the field headgate for the place of use.
6. The right holder shall make full beneficial use of all surface water available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right for land with an appurtenant surface water right(s) to those times when the surface water supply is not available or reasonably sufficient to irrigate the place of use authorized under this right.

State of Idaho
Department of Water Resources

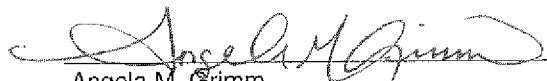
Permit to Appropriate Water

NO. 63-34366

7. If the surface water right(s) appurtenant to the place of use for this right is unavailable for any reason other than drought or curtailment by priority (for example abandoned, forfeited, sold, transferred, leased, used on another place of use, or disallowed by court decree), the right holder shall not divert ground water for irrigation purposes on the land with appurtenant surface water rights without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
8. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
9. Water bearing zone to be appropriated is 200 to 400 feet.
10. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
11. This right does not grant any right-of-way or easement across the land of another.
12. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
13. The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.

Signed this 30 day of JUNE, 2017.



Angela M. Grimm
Water Rights Supervisor

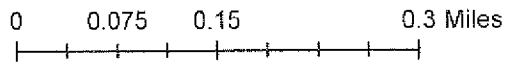
State of Idaho
Department of Water Resources


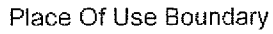


Attachment to Permit to Appropriate Water

63-34366

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections



State of Idaho
 Department of Water Resources
Permit to Appropriate Water
 NO. 63-34502

Priority: January 26, 2018

Maximum Diversion Rate: 0.30 CFS

This is to certify, that CORRENTE BELLO SUBDIVISION HOA INC
 6149 N MEEKER PL STE 150
 BOISE ID 83713

has applied for a permit to appropriate water from:

Source: GROUND WATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
IRRIGATION	03/01 to 11/15	0.30 CFS

LOCATION OF POINT OF DIVERSION:

GROUND WATER NE¼SW¼ Sec. 5, Twp 04N, Rge 01E, B.M., ADA County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N 01E 5									40	10	39	5.0					94

Total Acres: 94

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **May 01, 2023**.
2. Subject to all prior water rights.
3. This right is limited to the irrigation of 15.0 acres within the authorized place of use in a single irrigation season.
4. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
5. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor exceed a combined annual maximum diversion volume of 67.5 af at the field headgate for the place of use.
6. The right holder shall make full beneficial use of all surface water available to the right holder for irrigation of lands within the authorized place of use for this right. The right holder may divert ground water under this right to irrigate land with appurtenant surface water rights when the surface water supply is not reasonably sufficient to irrigate the place of use for this water right or is not available due to drought, curtailment by priority, or the seasonal startup and shutoff or maintenance schedule for canal company deliveries. The right holder shall not divert ground water for irrigation purposes under this right if use of the surface water supply is intentionally discontinued or reduced (for example abandoned, forfeited, sold, disallowed by court decree, or leased to the Water Supply Bank), or is not deliverable due to non-payment of annual assessments, without an approved transfer pursuant to Section 42-222, Idaho Code, or other Department approval.

State of Idaho
Department of Water Resources

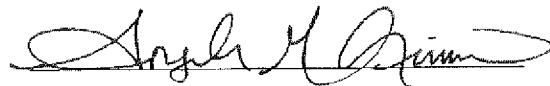
Permit to Appropriate Water

NO. 63-34502

7. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
8. Water bearing zone to be appropriated is 200 to 400 feet.
9. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
10. Place of use is located within Corrente Bello Subdivision Nos 1 and 2.
11. This right does not grant any right-of-way or easement across the land of another.
12. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
13. The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.

Signed this 2 day of MAY, 2018.



Angela M. Grimm
Water Rights Supervisor

State of Idaho
Department of Water Resources





Attachment to Permit to Appropriate Water

63-34502

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections

0 0.075 0.15 0.3 Miles



Attachment B – Geophysical Log

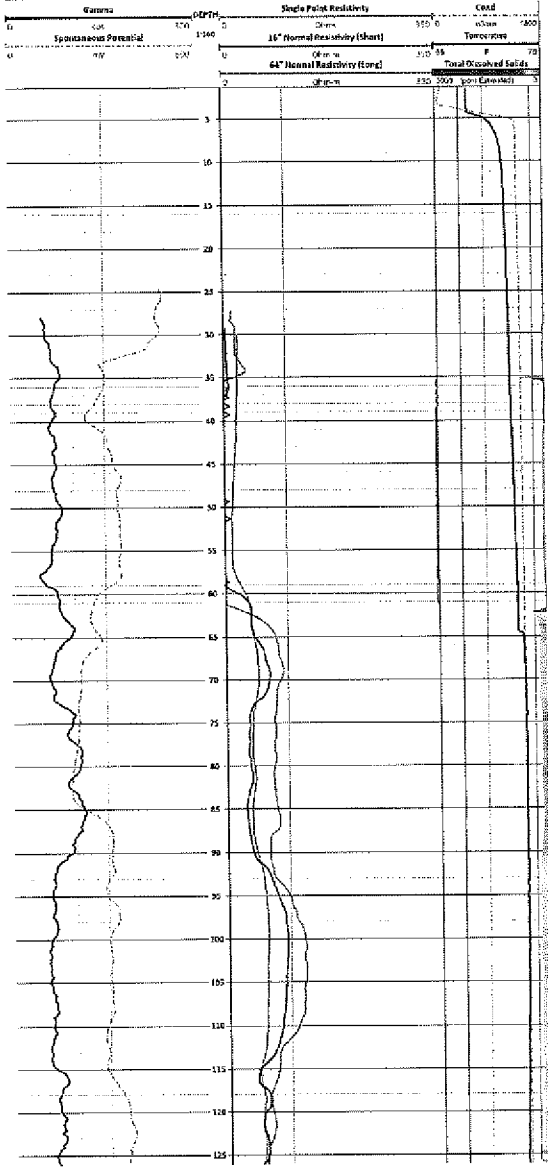
Sinkie River Wellbore LLC

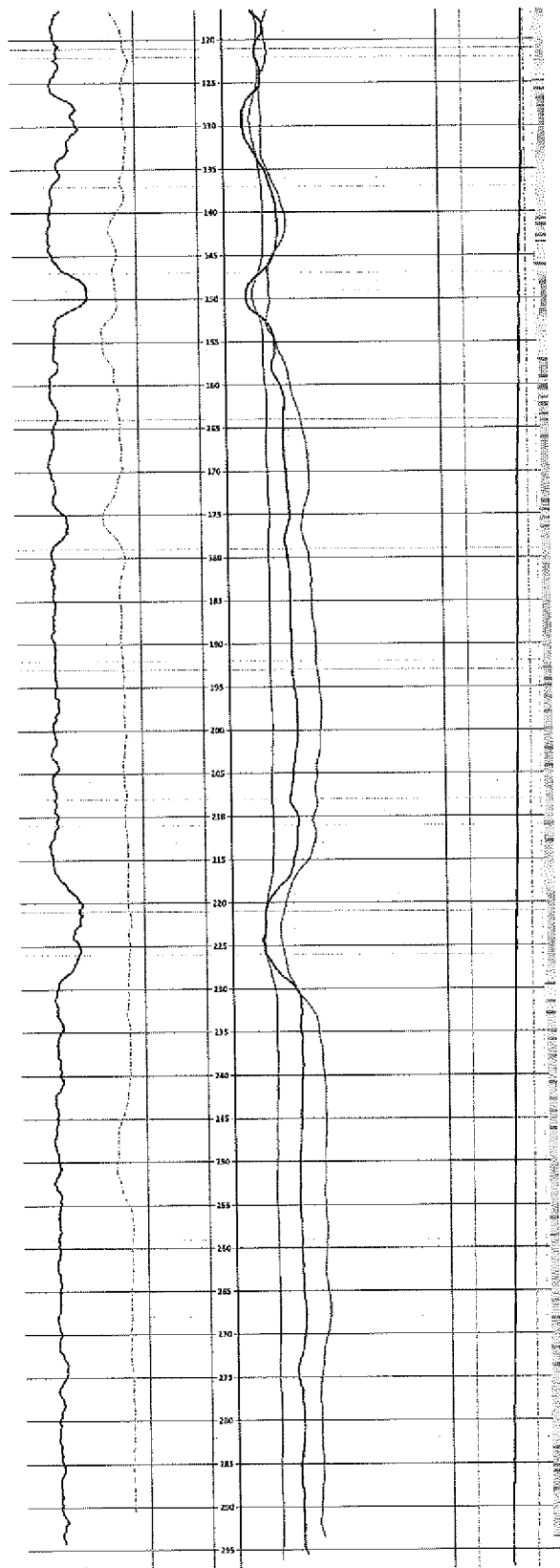
2112 N. Highway 84
Benton, MO 64702
Phone: 417-781-1111
Fax: 417-781-1112
www.sinkieriver.com

CONTRACT: COOKING WATER PRODUCTION
WELL ID: CWP-001
WELL NAME: CWP-001
WELL TYPE: WATER PRODUCTION
WELL STATUS: ACTIVE
WELL DEPTH: 125'
WELL DIAMETER: 4 1/2"

WELL LOG: 125'
WELL DEPTH: 125'
WELL DIAMETER: 4 1/2"

DEPTH (ft)	LOG DESCRIPTION	LOG TYPE	LOG DATE
0	Surface	LOG	10/10/2011
1	Wellhead	LOG	10/10/2011
2	Wellhead	LOG	10/10/2011
3	Wellhead	LOG	10/10/2011
4	Wellhead	LOG	10/10/2011
5	Wellhead	LOG	10/10/2011
6	Wellhead	LOG	10/10/2011
7	Wellhead	LOG	10/10/2011
8	Wellhead	LOG	10/10/2011
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15	Wellhead	LOG	10/10/2011
16	Wellhead	LOG	10/10/2011
17	Wellhead	LOG	10/10/2011
18	Wellhead	LOG	10/10/2011
19	Wellhead	LOG	10/10/2011
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120	Wellhead	LOG	10/10/2011
121	Wellhead	LOG	10/10/2011
122	Wellhead	LOG	10/10/2011
123	Wellhead	LOG	10/10/2011
124	Wellhead	LOG	10/10/2011
125	Wellhead	LOG	10/10/2011





Attachment C – Well Driller's Report

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D 0077459

Drilling Permit No. _____
Water right or injection well # 63-34366

2. OWNER:
Name Corrente Bello Subdivision HOA Inc.
Address 6249 N. Meeker Pl. Ste 150
City Boise State ID Zip 83713

3. WELL LOCATION:
Twp. 4 North or South Rge. 1 East or West
Sec. 5 1/4 NE 1/4 SW 1/4

Gov't Lot _____ County ADA
Lat. 43 ° 42.795 (Deg. and Decimal minutes)
Long. 116 ° 21.857 (Deg. and Decimal minutes)
Address of Well Site directly east of 928 Oceano Bello Way
City Eagle

(Give at least name of road + distance to road or landmark)
Lot. _____ Blk. _____ Sub. Name _____

4. USE:
 Domestic Municipal Monitor Irrigation Thermal Injection
 Other _____

5. TYPE OF WORK:
 New Well Replacement well Modify existing well
 Abandonment Other _____

6. DRILL METHOD:
 Air Rotary Mud Rotary Cable Other _____

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method/procedure
ben/cem	10	220	115.2cu/ft	tremie
3/4bentonite	0	10	500lbs	dry pour

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Liner	Threaded	Welded
8"	+3	238	.322	steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8"	248	249	.322	steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8"	269	270	.322	steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Was drive shoe used? Y N Shoe Depth(s) _____

9. PERFORATIONS/SCREENS:
Perforations Y N Method _____
Manufactured screen Y N Type Johnson
Method of installation placed

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule
238	248	.030	---	8"	stainless	
249	269	.030	---	8"	stainless	
270	290	.030	---	8"	stainless	

Length of Headpipe _____ Length of Tailpipe _____
Packer Y N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method
6-9 silica	220	291	2500lbs	tremie

11. FLOWING ARTESIAN:
Flowing Artesian? Y N Artesian Pressure (PSIG) _____
Describe control device _____

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 52 Static water level (ft) 52
Water temp. (°F) 58degF Bottom hole temp. (°F) _____
Describe access port well cap

Well test: _____ Test method:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)	Pump	Bailer	Air	Flowing artesian
---	500+	145	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Water quality test or comments: _____

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
12"	0	3	top soil		X
"	3	12	brown sandy clay		X
"	12	36	coarse tan sand		X
"	36	45	tan clay		X
"	45	66	gravel and sand	X	
"			terminated surface casing at 66		
"	66	92	tan clay		X
"	92	117	coarse tan sand	X	
"	117	120	tan clay		X
"	120	125	coarse tan sand	X	
"	125	132	tan clay with some sand strips	X	
"	132	148	coarse tan sand	X	
"	148	153	tan clay		X
"	153	208	coarse tan sand turning reddish towards the bottom of formation	X	
"	208	210	tan clay		X
"	210	219	coarse tan sand	X	
"	219	233	tan clay		X
"	233	296	coarse tan sand	X	
"	296	297	tan clay		X
			finished at 291		

Completed Depth (Measurable): 290
Date Started: Mar 27, 2018 Date Completed: Apr 5, 2018

14. DRILLER'S CERTIFICATION:
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Coonse Well Drilling Co. No. 409
*Principal Driller [Signature] Date Apr 5, 2018
*Driller _____ Date Apr 5, 2018
*Operator II _____ Date _____
Operator I _____ Date Apr 5, 2018

* Signature of Principal Driller and rig operator are required.

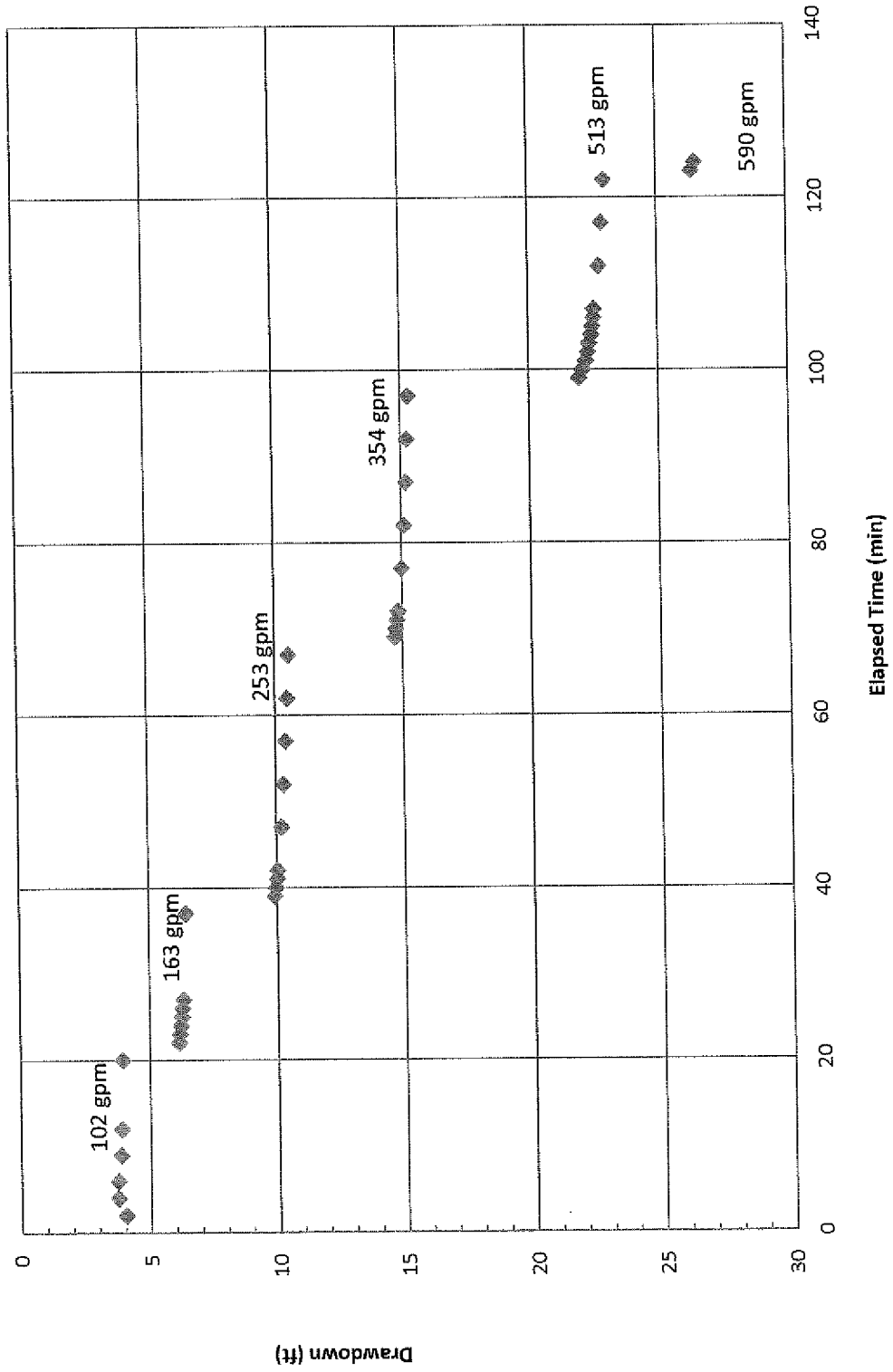
Attachment D – Test Pumping Data

Corrente Bello Step Rate Test
4/23/2018

Tested by Coonse Well Drilling & Pump Co.
 Pump type: 40 hp submersible set at 147 feet. Powered by 150 hp Whisperwatt Diesel AC generator.
 Flow and totalizer readings from Sitrans F M MAG 5000.
 Water level measured with well sounder through 1-inch PVC sounding tube.
 Measurement point top of sounding tube = 30.5 inches above ground surface

Time (MST)	t (min)	t' (min)	t/t'	DTW (ft)	Drawdown (ft)	SC (gpm/ft)	Q (gpm)	Remarks
11:15				57.65			0	Static water level
11:23	0							Start time
11:25	2			61.70	4.05		103	142 psi
11:27	4			61.41	3.76		100	
11:29	6			61.41	3.76		99	
11:32	9			61.54	3.89		102	
11:35	12			61.57	3.92		102	
11:43	20			61.63	3.98		101.5	Increased GPM @ 11:44
11:45	22			63.82	6.17		163	
11:46	23			63.85	6.20		163	
11:47	24			63.90	6.25		163	
11:48	25			63.93	6.28		162.5	
11:49	26			63.96	6.31		162.5	
11:50	27			64.00	6.35		162.5	
12:00	37			64.11	6.46		162.5	Increased GPM
12:02	39			67.59	9.94		253.5	112 psi
12:03	40			67.64	9.99		252.5	
12:04	41			67.69	10.04		252.5	
12:05	42			67.72	10.07		252.5	
12:10	47			67.88	10.23		252.5	
12:15	52			67.97	10.32		252.5	112 psi
12:20	57			68.07	10.42		252.5	
12:25	62			68.15	10.50		252.5	
12:30	67			68.20	10.55		252.5	Increased GPM
12:32	69			72.37	14.72		354	95 psi
12:33	70			72.40	14.75		354	
12:34	71			72.45	14.80		354	
12:35	72			72.50	14.85		354	
12:40	77			72.65	15.00		354	
12:45	82			72.76	15.11		354	
12:50	87			72.84	15.19		354	
12:55	92			72.92	15.27		354	
13:00	97			72.95	15.30		354	Increased GPM
13:02	99			79.61	21.96		513	50 psi
13:03	100			79.75	22.1		513	
13:04	101			79.88	22.23		513	
13:05	102			79.95	22.3		513	
13:06	103			80.00	22.35		513	
13:07	104			80.09	22.44		513	
13:08	105			80.14	22.49		513	
13:09	106			80.19	22.54		513	
13:10	107			80.20	22.55		513	
13:15	112			80.40	22.75		513	
13:20	117			80.52	22.87		513	
13:25	122			80.63	22.98		513	Increased GPM
13:26	123			84.00	26.35		590	
13:27	124			84.14	26.49		590	off

Corrente Bello Irrigation Well Step-Rate Pumping Test 4/23/2018 Test Date



Corrente Bello Constant Rate Test

4/24/2018

Tested by Coonse Well Drilling & Pump Co. Supervised by Sean Albertson (SPF Water Engineering).

Pump type: 40 hp submersible set at 147 feet. Powered by 150 hp Whisperwatt Diesel AC generator.

Flow and totalizer readings from Sitrans F M MAG 5000.

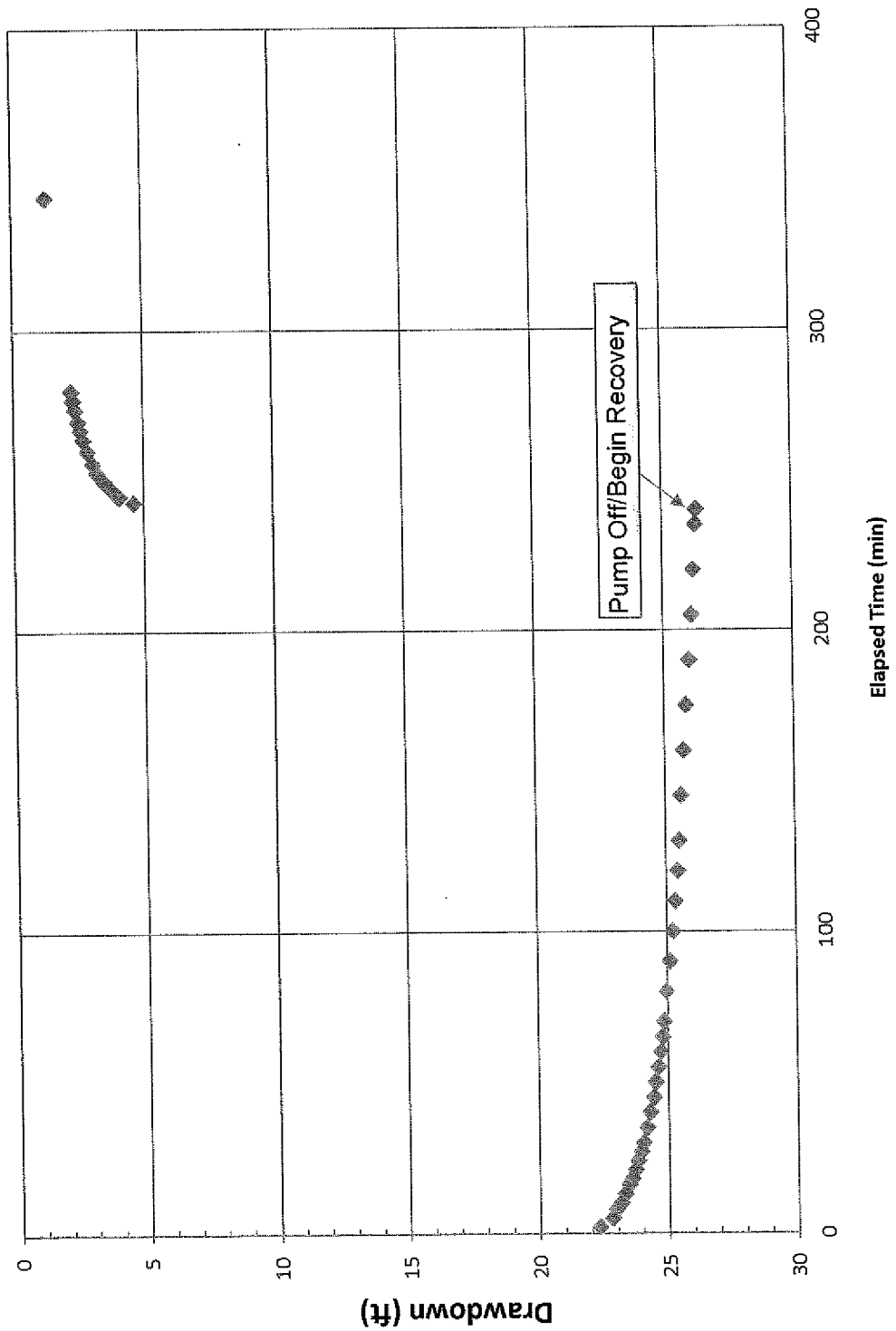
Constant-rate test: 550 gpm target

Water level measured with 300-foot non-stretch Water Line sounder. Coonse provided 1-inch PVC sounding tube.

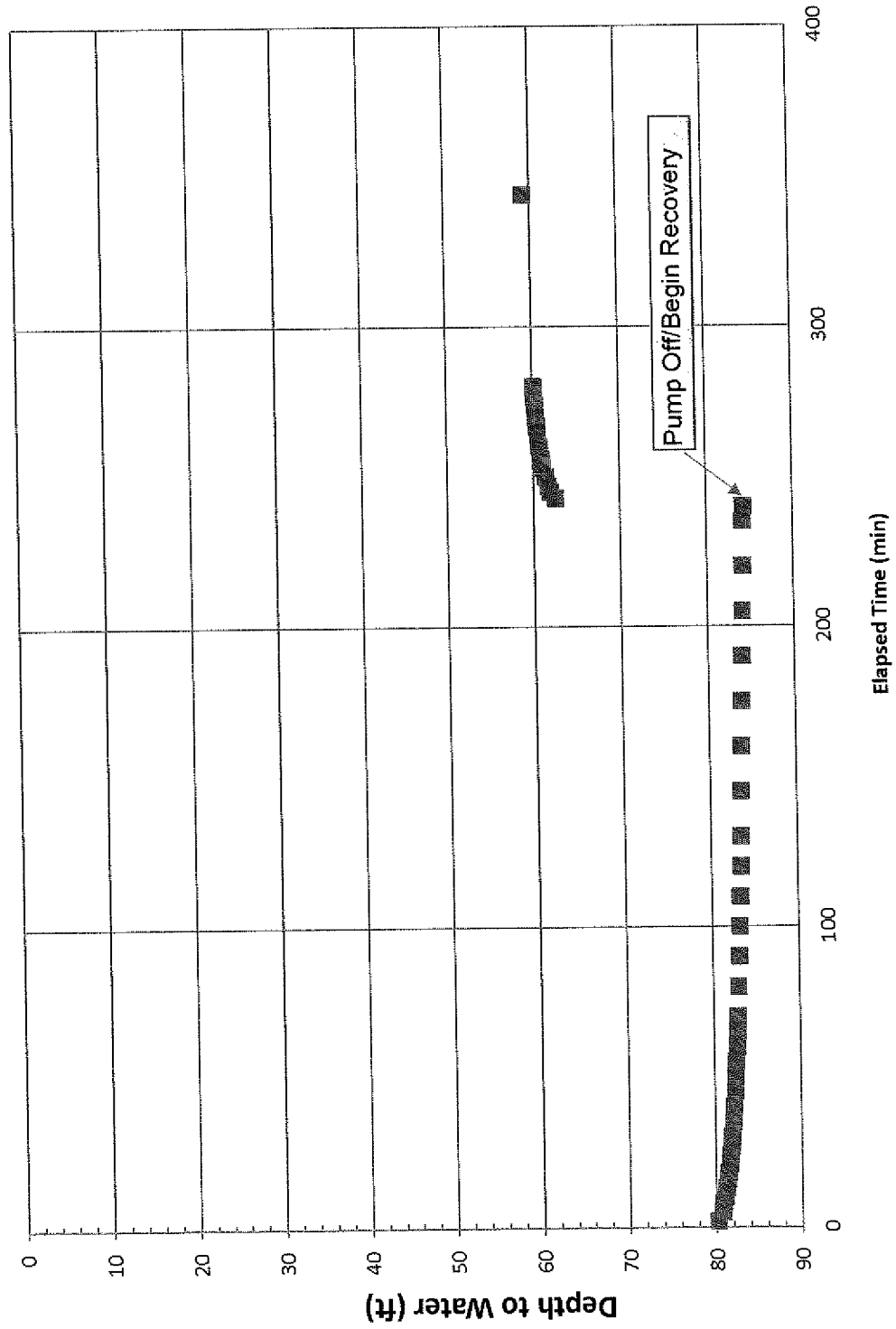
Measurement point top of sounding tube = 2.5 feet above ground surface

Time (MST)	t (min)	t' (min)	t/t'	DTW (ft)	Drawdown (ft)	SC (gpm/ft)	Q (gpm)	Remarks
9:15				57.90			0	Static water level. Generator took a while to get started.
9:20	0						~570	Pump on. Totalizer = 0.0724 MG
9:22	2			80.22	22.32		554	35 psi at discharge head
9:25	5			80.71	22.81		552	265 EC, 13.4 deg. C, 7.04 pH
9:28	8			80.85	22.95		552	
9:30	10			81.04	23.14		554	No visible sand in bucket.
9:33	13			81.19	23.29		553	
9:36	16			81.35	23.45		552	
9:38	18			81.47	23.57		552	
9:41	21			81.61	23.71		551	
9:44	24			81.71	23.81		551	First totalizer not running. Switched to totalizer 2. 0.5857 MG
9:47	27			81.84	23.94		550.5	
9:50	30			81.93	24.03	22.97	552	
9:55	35			82.07	24.17		552	
10:00	40			82.19	24.29		552	
10:05	45			82.34	24.44		551	
10:10	50			82.41	24.51		551	264 EC, 13.6 deg. C, 7.4 pH
10:15	55			82.53	24.63		552	
10:20	60			82.64	24.74	22.31	551	
10:25	65			82.70	24.80		550	
10:30	70			82.77	24.87		551	
10:40	80			82.89	24.99		552	
10:50	90			83.03	25.13		551	
11:00	100			83.15	25.25		552	
11:10	110			83.26	25.36		551	
11:20	120			83.37	25.47	21.67	552	262 EC, 13.9 deg. C, 7.2 pH
11:30	130			83.44	25.54		552	No visible sand in bucket.
11:45	145			83.53	25.63		551	
12:00	160			83.65	25.75		550	
12:15	175			83.76	25.86		549	
12:30	190			83.91	26.01		552	
12:45	205			84.02	26.12		550	262 EC, 13.9 deg. C, 6.9 pH
13:00	220			84.11	26.21		551	
13:15	235			84.20	26.30		550	
13:20	240	0		84.24	26.34	20.96	552	Pump off. Totalizer = 0.7051 MG. 552.77 gpm average flow.
13:23	243	3.00	81.00	62.55	4.65		0	
13:25	245	5.00	49.00	61.98	4.08		0	
13:27	247	7.00	35.29	61.74	3.84		0	
13:30	250	10.00	25.00	61.42	3.52		0	
13:33	253	13.00	19.46	61.12	3.22		0	
13:36	256	16.00	16.00	60.96	3.06		0	
13:40	260	20.00	13.00	60.77	2.87		0	
13:44	264	24.00	11.00	60.61	2.71		0	
13:47	267	27.00	9.89	60.50	2.60		0	
13:50	270	30.00	9.00	60.41	2.51		0	
13:54	274	34.00	8.06	60.31	2.41		0	
13:57	277	37.00	7.49	60.22	2.32		0	
14:00	280	40.00	7.00	60.16	2.26		0	
15:04	344	104.00	3.31	59.24	1.34		0	

**Corrente Bello Irrigation Well
Constant-Rate Drawdown and Recovery
4/24/2018 Test Date**



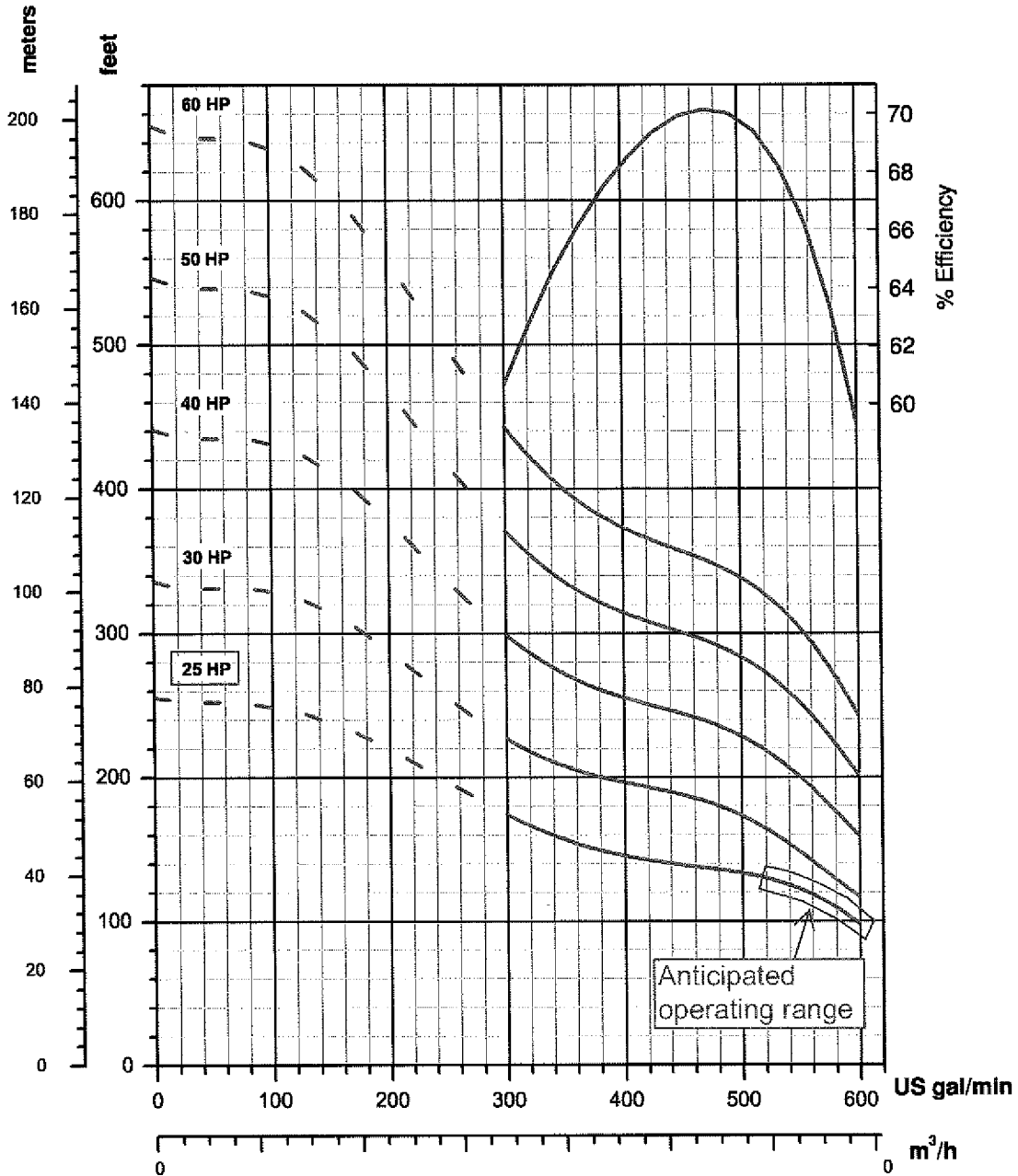
**Corrente Bello Irrigation Well
Constant-Rate Drawdown and Recovery
4/24/2018 Test Date**



Attachment E – Pump Curve

Submersible Turbine Pumps

Model 500STS6 Performance

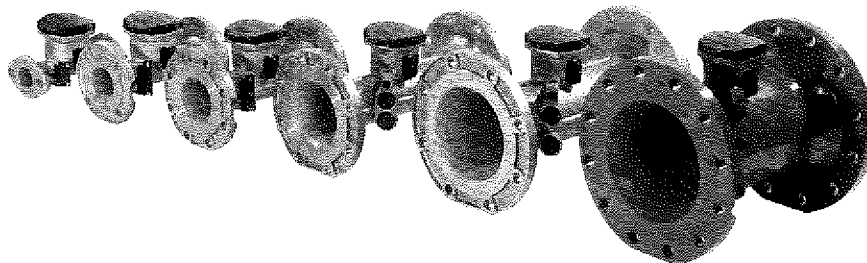
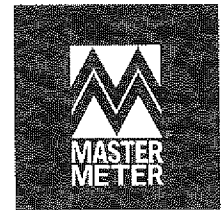


FRANKLIN MODEL F6STS5006406 CODE 2M4-1156
 25 HP HITACHI 6" 3W/460V/3PH MOTOR-S/N G25868E CODE M16
 147 FT 5-INCH BLACK DROP PIPE
 150 FT #8 SUB WIRE
 150 FT 3/8" AIR LINE TUBE
 5-INCH DUCTILE IRON CHECK VALVE

Note: Performance based on:
 -Fresh water, 68 °F
 -6" motor / 3450 rpm



■ OCTAVE™ ULTRASONIC METER



Octave brings the latest in ultrasonic metering technology to Commercial/Industrial (C&I) water meters and puts precise measurement where the real flows exist. An excellent alternative to mechanical compound, single-jet, floating ball, fire-service type and turbine meters, Octave excels at maintaining sustained accuracy for the life of the meter while providing smart AMR capabilities.

Technical Specifications:

Working Pressure - 175 PSI

Liquid Temperature - 32° - 122 °F

Metrological Characteristics - Meets ANSI/AWWA Standard C750-10, ISO 4064 rev. 2005

Configuration - Compact-Display built into unit

Power Source - 2 x D Size Lithium Thionyl Chloride batteries - 10 year warranted life time

Environmental Protection - NEMA 6P+ (IP68+), Ambient operation temp. -13 °F / +131 °F for the display

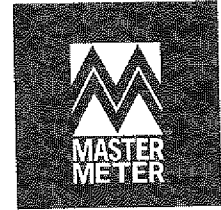
Display Units - Multi line 9 digit LCD (Programmable USG, Cubic Feet, Cubic Meters, Acre Feet for volume and GPM, Lt/s, or M³/h for rate of flow)

Output - Programmable single/dual open drain digital pulse, dry contact digital pulse, encoder OR externally powered loop 4-20 mA

Features & Benefits:

- Flow sensitivity starting as low as 1/16 GPM
- Grade 316 Stainless Steel or Epoxy Coated Ductile Iron body design provides full compliance with ANSI/NSF 372 [AB1953 or NSF61G]
- No moving parts. Minimal flow intrusion. Enduring accuracy.
- No required strainer
- Wide beam ultrasonic measurement sensors for high accuracy and reliable operation
- Industry standard communication protocol for integration with most third-party AMR/AMI systems
- Active leak, theft, backflow, meter damage/tamper, rate of flow, and battery life indication
- Detailed LCD display features immediate reporting and visual indicators for 8 critical conditions
- Ruggedized NEMA 6P/IP-68+ construction; fully submersible design
- Designed to meet standards for both North American and International C&I water meters
- Optional flow measurements; Forward Only, Net Volume or Alternating Display (Forward and Reverse Consumption displayed separately)

OCTAVE[®] ULTRASONIC METER



Performance Data

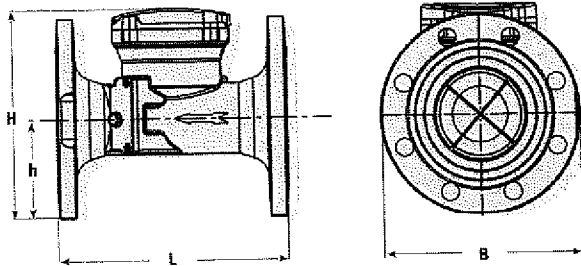
Octave Nominal Size inch (mm)	† Typical Starting Flow GPM (L/s)	Extended Low Flow 95% - 105% Accuracy GPM (L/s)	Normal Flow Range 99.5% - 101.5% Accuracy GPM (L/s)	‡ Continuous Safe Max Flow GPM (L/s)	Linearly Range ± 0.5% Maximum Deviation GPM (L/s)
2" (50mm)	1/16 (.004)	1/4 (.018)	1/2 - 250 (.032 - 15.77)	250 (15.77)	4 - 200 (.25 - 12.62)
3" (80 mm)	1/16 (.004)	1/2 (.032)	1 - 500 (.06 - 31.54)	500 (31.54)	5 - 350 (.32 - 22.08)
4" (100 mm)	1/16 (.004)	3/4 (.047)	1-1/2 - 1,000 (.09 - 63.09)	1000 (63.09)	15 - 700 (.94 - 44.16)
6" (150 mm)	3/4 (.047)	2 (.13)	3 - 1,800 (.19 - 100.94)	1,800 (100.94)	20 - 1,150 (1.26 - 72.55)
8" (200 mm)	3/4 (.047)	4 (.25)	5 - 2,800 (.32 - 176.65)	2,800 (176.65)	50 - 2,000 (3.15 - 126.18)
10" (250 mm)	2.5 (.16)	8 (.50)	14 - 5,500 (.88 - 346.99)	5,500 (346.99)	400 - 4,000 (25.24 - 252.36)
12" (300 mm)	2.5 (.16)	8 (.50)	14 - 5,500 (.88 - 346.99)	5,500 (346.99)	400 - 4,000 (25.24 - 252.36)

† Starting flows vary per meter but can go as low as the above listed flow rates.

‡ Continuous Safe Max Flow ranges listed for the Octave are for accurate flow measurement only and do not limit the Octave from meeting the Short-term Deluge Flow for fire services.

Dimensions

Model	Octave							
	2" SS (50 mm)	2" DI (50 mm)	3" (80 mm)	4" (100 mm)	6" (150 mm)	8" (200 mm)	10" (250 mm)	12" (300 mm)
Nominal Size	2" SS (50 mm)	2" DI (50 mm)	3" (80 mm)	4" (100 mm)	6" (150 mm)	8" (200 mm)	10" (250 mm)	12" (300 mm)
L - Length	10" (250 mm)	17" (432 mm)	12" (305 mm)	14" (356 mm)	18" (457 mm)	20" (508 mm)	17 3/4" (451 mm)	19 3/4" (502 mm)
B - Width	5 3/4" (146 mm)	5 3/4" (146 mm)	7 1/2" (190 mm)	9" (229 mm)	11" (280 mm)	13 1/2" (343 mm)	16" (406 mm)	19 3/4" (502 mm)
H - Height	6 3/4" (172 mm)	6 3/4" (172 mm)	8 1/2" (216 mm)	9 7/8" (250 mm)	10 7/8" (276 mm)	12 7/8" (327 mm)	16 1/2" (419 mm)	19 3/4" (502 mm)
h - Height	2 1/8" (54 mm)	2 1/8" (54 mm)	3 1/2" (90 mm)	4 1/2" (115 mm)	5 1/8" (130 mm)	6 3/8" (162 mm)	8" (203 mm)	9 7/8" (251 mm)
Weight - Ductile Iron	N/A	24 lbs. (11 kg)	36 lbs. (16 kg)	48.5 lbs. (22 kg)	76 lbs. (34 kg)	108 lbs. (49 kg)	150 lbs. (68 kg)	210 lbs. (96 kg)
Weight - Stainless Steel	15 lbs (7 kg)	N/A	26 lbs (13 kg)	40 lbs. (18 kg)	62 lbs. (28 kg)	88 lbs. (40 kg)	N/A	N/A



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NOTE - For Performance charts please see Engineering Document - Octave | Version 8.13