

SEVENTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HOMESTEAD SUBDIVISION
AKA
LANEWOOD SUBDIVISION
(Annexation – Lanewood Subdivision No. 8)

ELECTRONICALLY RECORDED DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

November 5, 2021

RECITALS

WHEREAS, Smith Brighton Inc., an Idaho corporation, as Declarant, recorded that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Homestead Subdivision a.k.a. Lanewood Subdivision dated February 8, 2017, recorded as Instrument No. 2017-012681 on February 10, 2017, in the records of Ada County, Idaho, as may be amended from time to time (collectively "Master Declaration");

WHEREAS, Section 12.01 of the Master Declaration allows for Declarant's annexation of additional property to the Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration; and

WHEREAS, pursuant Article XIV, Section 14.02(b), the Declarant desires to amend the Master Declaration to provide the Association the power to enforce the terms of the Master Declaration by imposing fines, consistent with Idaho Code §55-115.

WHEREAS, the purpose of this Seventh Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration with additional or different covenants and restrictions. This amendment shall be effective as to all current and future phases.

ARTICLE I.
PROPERTY COVERED

The property which shall be annexed under the Master Declaration by this Seventh Amendment is the real property owned by Smith Brighton Inc., an Idaho corporation, the Declarant, and is described as follows (hereafter "Annexed Property"):

Lots 27 through and including 37, Block 7; Lots 10 through and including 17, Block 16; Lots 18 through and including 38, Block 15; Lots 2 through and including 14, Block 19; Lots 1 through and including 18, Block 20, of LANEWOOD SUBDIVISION NO. 8, according to the official plat thereof filed in Book 121 of Plats at Pages 1908 through and including 1912, inclusive, as Instrument No. 2021-158695 on November 3rd, 2021, records of Ada County, Idaho.

ARTICLE II.
DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Seventh Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

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THE INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11/19/01 BY 60322 UCBAW/STP

THIS DOCUMENT CONTAINS
NO TECHNICAL DATA
UNLESS INDICATED OTHERWISE

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ARTICLE III.
ANNEXATION

Pursuant to Section 12.01 of the Master Declaration, the Declarant hereby declares that the Annexed Property is annexed to the Property, and brought within the provisions of the Master Declaration, and is hereby made part of the "Subdivision" and "Property", subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV.
COMMON AREA LOTS

The following provisions shall be applicable to and govern the Common Area Lots within the Annexed Property, and also shall also be applicable to and govern all existing and future Common Area Lots owned by the Association, as may be annexed into the Property from time to time:

- (a) **Ownership/Control of Common Area Lots.** At a date not later than the date that a majority of the Lots within the Annexed Property are improved with dwelling units and occupied, the Declarant shall convey fee title to Lot 37, Block 7; Lot 14, Block 16; Lots 18, 27 and 29, Block 15; Lots 2 and 14, Block 19 and Lots 1 and 10, Block 20 and all right, title and interest of the Declarant in and to such Lots ("Common Area Lots"), to Homestead Owners Association Inc. ("Association"). In addition, unless otherwise provided in the Master Declaration or by separate agreement with an applicable governmental or quasi-governmental agency, the Declarant shall transfer title to any improvement, equipment, property or system on the Common Area Lots to the Association.
- (b) **Duty to Maintain Common Area Lots.** After the conveyance by the Declarant to the Association of fee title and/or control of the Common Area Lots, except as otherwise provided in the Master Declaration or by separate agreement with an applicable governmental or quasi-governmental agency, the Association shall be responsible for maintaining the Common Area Lots and all improvements, including landscaping, thereon.
- (c) **Liability for Damage.** In the event that any maintenance, repair or replacement of all or any portion of the improvements, including landscaping, located on a Common Area Lot is performed by the Association as a result of the willful or negligent act of an Owner, an Owner's family, guests or invitees, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Association and/or the Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in the Master Declaration.
- (d) **Cost of Maintenance, Repairs and Replacement.** The cost of the maintenance, repairs and replacements of the improvements, including landscaping, located on the Common Area Lots, and the continuing operational expenses, if any, including taxes, shall be paid by the Association from the funds of the Association obtained by Regular or Special Assessments against the Lots within all Lots within Homestead (Lanewood) Subdivision which are subject to the Master Declaration. Such costs and expenses (hereafter "costs and expenses") shall be apportioned on an equal basis among the Lots within Homestead (Lanewood) Subdivision which are subject to the Master Declaration. In the event the Association does not have adequate funds to pay the costs and expenses deemed by the Association to be required with respect to the Common Area Lots, the deficiency shall be assessed to each Lot within Homestead (Lanewood) Subdivision which is subject to the Master Declaration, on an equal basis, as a Special Assessment.

The decision as to what costs and expenses are required with respect to the maintenance, repairs and replacements of the improvements, including landscaping, located on the Common Area Lots shall rest solely with the Board of the Association.

- (e) **Easement for Maintenance.** There is hereby reserved to the Declarant and the Association, and their contractors and agents, an easement to enter upon the Lots within the Annexed Property for the purpose of accomplishing all maintenance, repair and replacement rights and duties set forth in this Article.
- (f) **Reserve for Maintenance, Repair and Replacement.** The Association shall have the right to establish a reserve account for the payment of the costs and expenses as set forth herein with regard to the maintenance, repair and replacement of the Common Area Lots and for the purpose of funding the same, the Board of the Association shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment so determined for the purpose of funding the maintenance, repair and replacement reserve account shall be determined by the Board of the Association. The Board of the Association shall have the right to place all funds collected for the maintenance, repair and replacement reserve account in an insured interest-bearing account in an approved financial institution.
- (g) **Storm Drainage.** The Annexed Property contains a storm drain system which may consist of sand and grease traps, seepage beds, curb and gutters, inlets, retention ponds, storm drain manholes and pipes. The Ada County Highway District is responsible to maintain the storm drain system within the public right-of-way and easements shown on the recorded Plat (ACHD ROW Areas). The Association shall maintain the storm drain facilities located within Storm Water Area (as defined in the Master Declaration), including the storm drain pond and infiltration basins located in a Common Lot located in Lot 29, Block 15 and Lot 14, Block 16 of the Annexed Property, in accordance with the Stormwater Facility Operation and Maintenance Plan prepared by CK Engineering, P.C., dated May 28, 2021 and revised on June 10, 2021 and attached as Exhibit "A". **The primary purpose of the Storm Water Areas is for the management of storm water. All recreational, aesthetic and other uses of these areas are secondary.** Any additions to the Storm Water Areas or ACHD ROW Areas (such as benches or additional landscaping) require the prior approval and license agreement with ACHD and, if approved, should be considered temporary and will not be replaced if removed by ACHD when heavy maintenance of the Storm Water Area is required. ACHD has the right to inspect such facilities in the Storm Water Areas and/or ACHD ROW Areas which affect ACHD, and if necessary, perform any required maintenance or repairs. ACHD has the right to assess the Association for the costs of any required maintenance or repairs where the Association or Owner (pursuant to Section 5.26 of the Master Declaration) has failed to adequately maintain the ACHD ROW Areas or Storm Water Areas which affect ACHD that are part of the storm water treatment/detention area(s) within the Subdivision. Any changes or modifications to the Storm Water Areas above and beyond the improvements shown on the ACHD approved storm drain plans for the Subdivision which affect ACHD require the prior approval of ACHD. Notwithstanding the above, the Property may contain additional drainage facilities owned or managed by a governmental or quasi-governmental entity other than ACHD, as may be necessary for the development of the Property as determined by Grantor.

ARTICLE IV.
OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of the Association with all rights, privileges and obligations as all other members.

ARTICLE V.
CONFLICTS

Any conflict between the terms of the Master Declaration and the provisions of this Seventh Amendment shall be controlled by this Seventh Amendment.

ARTICLE VII.

Stormwater Facility Operation and Maintenance Plan

for

Lanewood Subdivision No. 8

May 28, 2021

Prepared for:

Brighton Development

2929 W. Navigator Drive Suite 400

Meridian, ID 83642

208-378-4000



5/28/21
Revised 6/10/21 *CSK*

Prepared by:

CK Engineering, P.C.

1300 E. State Street Ste. 102

Eagle, ID 83616

208-639-1992

INTRODUCTION:

- A. **PURPOSE OF PLAN:** The purpose of this plan is to describe the storm drain system for Lanewood Subdivision No. 8 so that all parties (Home Owners Association & Ada County Highway District) have a clear understanding of this system and the maintenance responsibilities of each party. This is the eighth phase of construction for this subdivision. This project has been reviewed and approved by the Ada County Highway District.
- B. **GENERAL SITE DESCRIPTION:** The site is generally located approximately 3000 feet north of the intersection of N. Linder Road and W. Floating Feather Road on the west side of Linder Road, Eagle Idaho. Lanewood Subdivision No. 8 will take access from existing roads in Lanewood Subdivision No. 7 and 6. The project is bound on the East by Linder Road, the south by a vacant farm ground, the West by the existing Lanewood Subdivision No. 6 and the North by existing Lanewood Subdivision #7. Lanewood Subdivision No. 8 is approximately 29.00 acres and contains 71 lots of which 62 are buildable lots. All streets will be, or have been paved and have curb, gutter and sidewalks. Each lot will and sewer services provided by Eagle Sewer District and water service provided by the City of Eagle and Suez Water. Pressure irrigation will be provided via a pressure irrigation pump station that was installed in Lanewood Sub No. 6. Roads shall be owned and maintained by Ada County Highway District (ACHD). Within this phase all the storm drain is captured in catch basins, piped in storm drain pipe and then discharges into one of two storm drain pond. The storm drain ponds are located on lots: Lot 14, Block 16, and Lot 29 Block 15. The drainage along Linder Road is contained in a borrow ditch that has a sand window in the bottom of the borrow ditch.
- C. **SITE MAP:** Please see sheet C1.0. This is the cover sheet for the construction documents. On this sheet there is a vicinity map with the required information.

DETAILED FACILITY DESCRIPTION:

- A. **DISCUSSION OF HOW FACILITY OPERATES:** (Ponds Storm Drain System and borrow ditches) Storm water is collected in the rolled curb and gutter and is directed to low points in the roadway. At these low points, there are catch basins. These catch basins were designed to have one foot sumps. These sumps are intended to catch gravels and heavy sediments. The catch basins are then piped through storm drain pipe networks which discharge into pond Forebays. These Forebays collect all the nuisance water and smaller water quality storm events. Once this forebay portion of the storm drain pond fills up, the storm water then over tops the armored spillway and the main pond begins to fill. Storm events larger than the water quality storm event also bypass the forebay and discharge directly to the main pond via a bypass manhole. All Stormwater shall be contained within the storm ponds, there is no outlet to a drain on any of the storm drain ponds contained within this phase. The storm water will then

percolate through the bottom of the forebay and the main pond. The storm drain ponds have been designed using ACHD's standard drawings and BMP 11.

The borrow ditch along Linder Road has been sized to contain the 100 year storm event. The sand windows in the bottom the borrow ditches has been sized to drain 90% of the 100 year storm event in less that 48 hours.

The overall intent behind this system (storm drain ponds and borrow ditches) is to capture as much oil, grease and other water born sediments before the storm water enters the ground water. Lanewood Subdivision No. 8 is subject to a license agreement with Ada County Highway District for the installation, maintenance and operation of landscaping, fencing and storm water drain facilities within ACHD's right of way, as further described in the License agreement dated May 24, 2021 and recorded as Instrument No. 2021-081392 in the official record of Ada County, Idaho.

B. INCLUDE DETAILED DRAWINGS FOR THE FACILITY WHICH CLEARLY DENOTES PONTS OF INFLOW AND OUTFLOW, LOCATIONS WHERE MAINTENANCE IS PERFORMED, ETC.:

Attached to this Operation and Maintenance manual are a reduced copy of the approved for construction plans for Lanewood Subdivision No. 8. Listed below are detailed areas of interest for Lanewood Subdivision No. 8:

- On sheet C3.0, Storm Drain Pond #1 and 2 are shown on the street plan and profile. These 2 storm drain ponds are shown in more detail on detail sheet C3.8. All the storm drain is collected into rolled curb and gutter. The rolled curb and gutter directs the storm water to catch basins. Several areas of the drainage areas for storm drain ponds 1 and 2 are piped to the storm drain ponds. Once the storm water starts to enter the storm drain pond the first flush storm water enters into the "Forebay" of the pond system. Once the forebay reaches it's maximum volume storm water begins to enter the "main pond". Between the forebay and the main pond these systems have been design to retain the 100 year storm event.
- On sheet C3.7 Linder Road street frontage, the storm drain is retained and treated in a borrow ditch along the west side of Linder Road. The storm water runs off the asphalt across a 7.5 foot wide gravel shoulder into a borrow ditch. The borrow ditch has been design and 3:1 side slopes and a 2 foot wide sand window in the bottom of the borrow ditch. The borrow ditch has been designed to contain the 100 year storm event.
- On sheet C3.8. This sheet shows all the storm drain details for storm drain ponds 1 and 2. Storm drain pond 1 is contained within a portion of Lot 29 Block 15. This is a large common area lot. Storm drain pond 2 in a portion of common lot 14 block 16.

C. DETAILED DESCRIPTION OF THE MAINTENANCE ACTIVITIS THAT NEED TO BE DONE:

This subdivision has two (2) storm drain pond located within Lot 14 of Block 16 and Lot 29 of Block 15. There is a borrow ditch along Linder Road as well within this phase of construction. The storm drain ponds and borrow ditches will require “light duty” and “heavy duty” maintenance. Light duty items will be performed by the Lanewood Subdivision Home Owners Association. The Heavy duty items will be performed as determined by ACHD.

LIGHT DUTY

To be performed by the Lanewood Subdivision HOA

<i>Light Maintenance Item</i>	<i>Interval</i>
Control of nuisance water from lots, common area and streets.	Daily
Control of watering within pond and borrow ditch area and surrounding common areas around pond and borrow ditches.	Daily
Mowing of grass in common areas that contain storm drain ponds and borrow ditches.	Weekly
Removal of glass clippings, leaves and other un-wanted vegetation.	Weekly
Weed control or unwanted vegetation in all areas containing storm drain systems.	Weekly
Removal of litter and debris in commons area containing storm drain systems.	Weekly
Control of rodents and burrow holes in commons areas containing storm drain systems.	Weekly
Remove cobbles or other non-draining materials from sand infiltration areas in ponds and borrow ditches.	Monthly or after a major rain event
Remove sediment accumulation from sand infiltration areas, rake/till sand for positive drainage in pond bottoms and borrow ditches.	Monthly or after a major rain event

HEAVY DUTY

To be performed by the Ada County Highway District

<i>Heavy Maintenance Item</i>	<i>Interval</i>
Inspect and or clean sumps in catch basin.	As determined by ACHD
Inspect and or clean storm drain pipe network.	As determined by ACHD
Remove and reinstall sand window in the bottom of borrow ditches along Linder Road	Total System Failure as determined by ACHD
Remove and reinstall 4” of amended topsoil in forebay and main pond	Total System Failure as determined by ACHD
Remove and reinstall sand window if applicable	Total System Failure as determined by ACHD

D. Maintenance Logs:

Attached in the appendix of this document are Inspection checklists that have been downloaded from ACHD’s web site. These inspection checklists have been added to this document as a sample of expectation of inspections required for this system.

The CC&R’s and Operation and Maintenance Manual shall include the following:

1. *Requires a due paying origination to be established if onsite facilities are in common areas.* The Lanewood Subdivision has an established Homeowner's Association.
2. *Gives Ada County Highway District the right to inspect storm facilities and if necessary, property perform any required maintenance.* The final plat of Lanewood Subdivision No. 8 specifically calls out a portion of Lot 29 and 31 Block 15 and a portion of Lots 14, 16 and 17 block 16 in note 7 of the final plat as servient to ACHD storm water drainage system.
3. *Requires ACHD concurrence with any proposed changes in the previously approved documents.* This is covered in the CC&R's.
4. *Allows ACHD to assess the costs of any required maintenance to the properties within the development.* This is covered in the CC&R's.

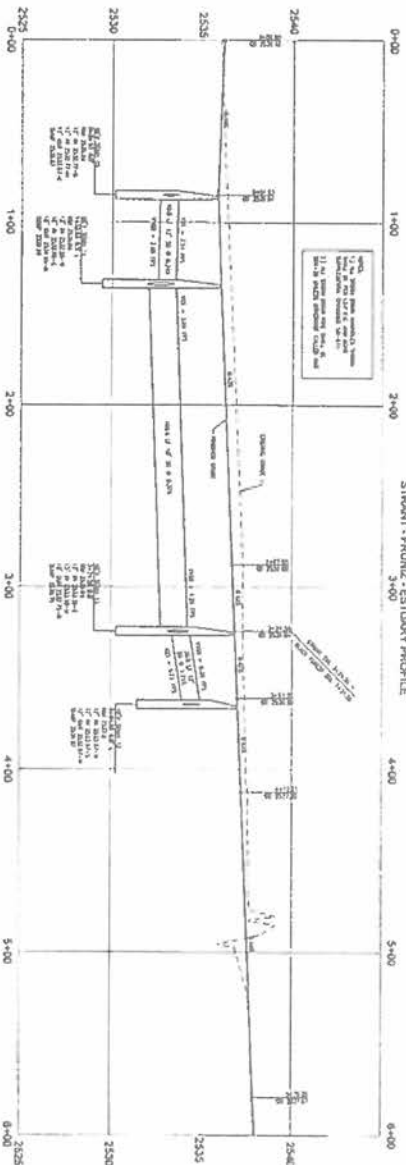
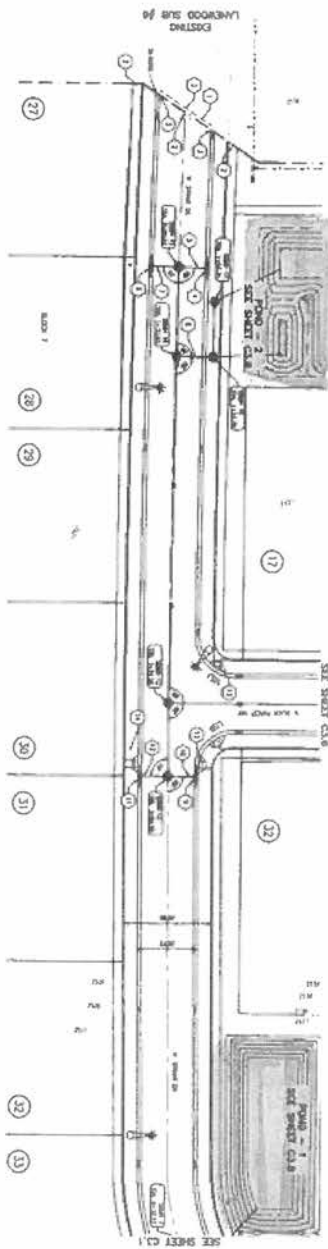
APPENDIX:

Exhibit A – Reduced approved construction plans for Lanewood Subdivision No. 8.

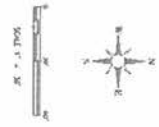
Exhibit B – ACHD's Inspection Checklist

Exhibit A

Reduced Copy of the Stamped approved for construction plans for Lanewood
Subdivision No. 8 related to the storm drain system.



STRAWN - FRUNIZ - ESTUARY PROFILE



NOTES

1. All dimensions shown shall be in feet and inches.
2. All elevations shown shall be in feet and inches.
3. All utility lines shown shall be in feet and inches.
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20. All utility lines shown shall be in feet and inches.

Plans Are Accepted For Public Street Construction

Engineering and construction of this project shall be in accordance with the provisions of the applicable laws, rules and regulations of the State of Idaho and the applicable laws, rules and regulations of the County of Ada. The engineer shall be responsible for the accuracy of the information provided in this plan and for the proper construction of the project. The contractor shall be responsible for the proper construction of the project in accordance with the provisions of the applicable laws, rules and regulations of the State of Idaho and the applicable laws, rules and regulations of the County of Ada.

City Council **City Engineer**

ADA COUNTY ENGINEERING DATE: 1/14/2013

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

LANEWOOD SUBDIVISION #6
SECTION 2, 1.4N., R.1W., B.M.,
ADA COUNTY, IDAHO

W STRAWN DR.
PLAN & PROFILE

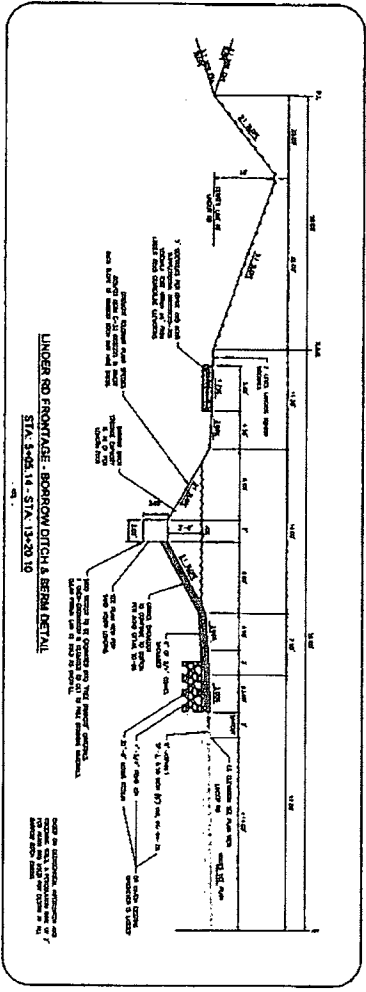
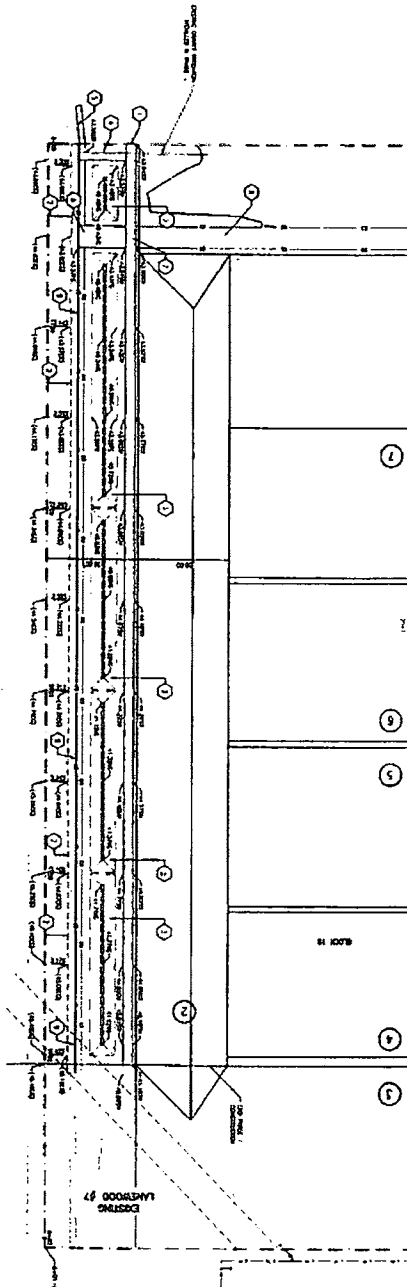
CK ENGINEERING
1801 S. 300th St., Suite 102
Coeur d'Alene, ID 83814
PHONE: 208-765-1197

Drawn by: []
Checked by: []
Date: []
Scale: []
Title: []



SHEET
C3.0

LINDER RD FRONTAGE: STA 0+00.00' - STA 6+50.00



- KEYNOTES**
1. ALL EXISTING UTILITIES TO REMAIN UNLESS INDICATED OTHERWISE.
 2. ALL EXISTING UTILITIES TO BE DELETED OR RELOCATED AS SHOWN ON THIS PLAN.
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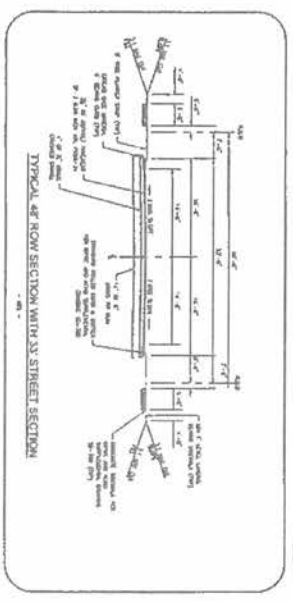
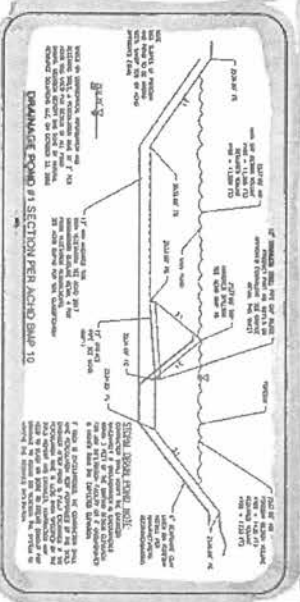
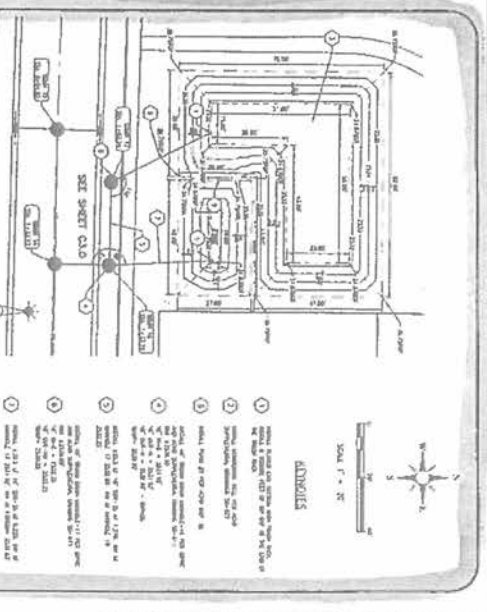
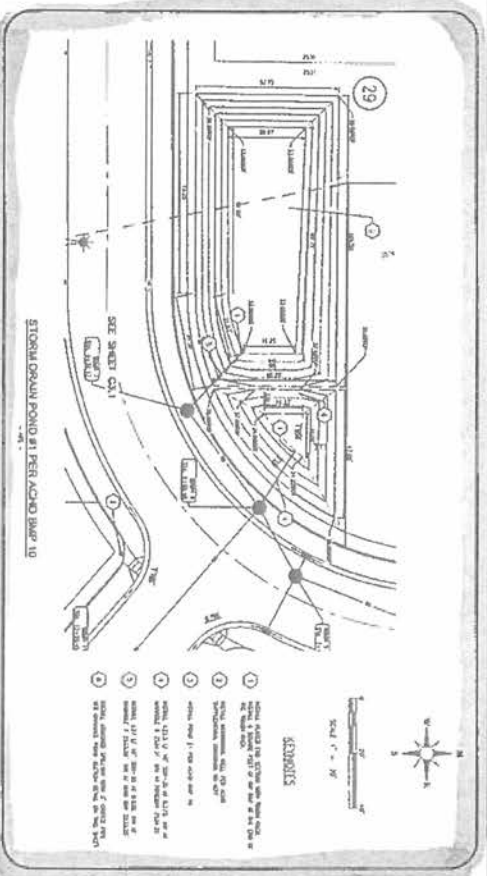
Plans Are Accepted For Public Street Construction

City Council

DATE: 11/19/2011

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1665

	CH ENGINEERING 1300 E. 10TH ST. SUITE 200 BOISE, IDAHO 83706 TEL: 208-333-1111 FAX: 208-333-1112 WWW.CHENGINEERING.COM	LINDER FRONTAGE ROAD PLAN & PROFILE	LANEWOOD SUBDIVISION #8 SECTION 2, T.4N., R.1W., B.1N., ADA COUNTY, IDAHO	REVISIONS NO. DATE BY _____ _____
	SHEET C3.7	DATE: 11/19/2011	DRAWN BY: [Name]	CHECKED BY: [Name]



BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

LANEWOOD SUBDIVISION #8
SECTION 2, T4N, R1W, B.M.,
ADA COUNTY, IDAHO

STORM DRAIN POND
DETAILS

CK ENGINEERING
1300 E. 500 S. SUITE 100
SALT LAKE CITY, UT 84119
PHONE: 801-488-1902

Drawn by: [Signature]
Checked by: [Signature]
Scale: [Signature]
Date: [Signature]

SHEET
C3.8



NO.	REVISIONS