

**BITTERCREEK SEWER CONNECTION AGREEMENT
BETWEEN THE CITY OF MERIDIAN
AND THE CITY OF KUNA**

This BITTERCREEK SEWER CONNECTION AGREEMENT (“Agreement”) is made on this ____ day of _____, 2025 (“Effective Date”), by and between the City of Meridian, a municipal corporation established under the laws of the State of Idaho, whose mailing address is 33 E. Broadway Avenue, Meridian, Idaho 83642 (“Meridian”) and the City of Kuna, a municipal corporation established under the laws of the State of Idaho, whose mailing address is 751 W 4th St, Kuna, ID 83634 (“Kuna”). Kuna and Meridian may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, Meridian and the Bittercreek Meadows Subdivision Homeowners Association, Inc. (“HOA”) entered into a *Settlement and Mutual Release Agreement* on December 11, 2013 (“Settlement Agreement”), a copy of which is attached as Exhibit A, relating to provision of water and sewer services to the Bittercreek Meadows Subdivision, which is located near the intersection of Amity Avenue and Ten Mile Road, as described in Exhibit B (“Bittercreek Meadows Subdivision”);

WHEREAS, under the Settlement Agreement, Meridian agreed to connect enumerated lots in the Bittercreek Meadows Subdivision to municipal sewer service provided by the City of Kuna, at Meridian’s expense; and,

WHEREAS, HOA has agreed to connect the enumerated lots in Bittercreek Meadows Subdivision to Kuna’s municipal sewer system; and,

WHEREAS, Meridian desires to facilitate connecting Bittercreek Meadows Subdivision to the Kuna municipal sewer system, and Kuna agrees to provide certain municipal sewer services pursuant to the terms herein;

NOW, THEREFORE, based on the recitals above, which are incorporated herein, and other good and valuable consideration, the Parties agree as follows:

1. Sewer services.

- a. Kuna shall permit the connection of the Bittercreek Meadows Subdivision’s sewer infrastructure to Kuna’s municipal sewer system (the “Kuna System”). Meridian shall reimburse Kuna for sewer hookup fees for connecting Bittercreek Meadows Subdivision to the Kuna System within 30 days of receiving the invoice for same. Meridian shall reimburse Kuna for a number of sewer hookup fees equal to the total number of Bittercreek Meadows Subdivision lots enumerated in the Settlement Agreement (the “Bittercreek Lots”), identified in Exhibit B. Kuna’s present residential sewer hookup fee is \$8,080 per connection (i.e. per residential lot).

- i. Of note, it is presently planned that a developer who is constructing a subdivision located in Kuna to the south of Bittercreek Meadows Subdivision will perform the work to connect the Bittercreek Subdivision sewer infrastructure to the Kuna System. Any costs associated with this work will be borne by Meridian.
- b. Following connection of the Bittercreek Meadows Subdivision to the Kuna System, Kuna shall provide municipal sewer services to Bittercreek Meadows Subdivision. The sewer services provided by Kuna shall be limited to receiving effluent from the Bittercreek Meadows Subdivision, and treating said effluent at a Kuna System wastewater treatment facility.
- c. Kuna and Meridian agree that the terms of this Agreement do not affect the jurisdiction of the respective sewer systems that meet at the manhole located at the intersection of S. Haya Place and W. Piscina Drive at station 9+01.48 (N: 689565.16, E: 2441143.19) (the “Jurisdictional Manhole”). Namely, the Parties respective sewer systems will meet and connect at the Jurisdictional Manhole, but beyond that point each entity shall retain the obligation to maintain and operate its separate individual sewer system.
 - i. The Jurisdictional Manhole will be owned and maintained by the City of Kuna.
 - ii. Kuna shall maintain its sewer system from the Jurisdictional Manhole, downstream to the west, toward Kuna. *See* Exhibit C.
 - iii. As required by the Settlement Agreement, Meridian shall maintain the sewer system upstream of the Jurisdictional Manhole to the east, to include the portion of the sewer system that resides within Gran Prado Subdivision, up to and including the point of entry into the Bittercreek Meadows Subdivision. *See* Exhibit C.

2. Payment for sewer services.

- a. The Parties acknowledge that the HOA is responsible for use of and payment to Kuna for municipal sewer services in accordance with any and all applicable laws and Kuna ordinances.
- b. Kuna shall bill the HOA for municipal sewer services as nearly as practicable according to Kuna’s standard accounting, billing, and collections procedures. Meridian shall provide a monthly water well read to Kuna on or before the fifteenth (15th) of each month to facilitate billing. The use fee at the time this Agreement is entered shall be the “Residential Not Annexed” fee set forth in Exhibit A to Resolution R22-2025 of the City of Kuna. The monthly base rate shall be the Residential Not Annexed Monthly Base Rate Fee multiplied by twenty-four (24) for the twenty-four residential lots. The fee charged pursuant to this Agreement shall be subject to amendment in the same manner as any other use fee charged by Kuna. Stated more directly, Kuna’s use fees can and

do increase over time, and the use fee charged to the HOA will be subject to increases the same as use fees charged to Kuna residents.

- c. In the event the HOA is delinquent in paying, or fails to pay, the sewer service fees billed by Kuna, Kuna shall send copies of any delinquency notices for nonpayment by the HOA to Meridian.
 - d. If Kuna is unable to obtain payment from the HOA for municipal sewer services after two (2) months' notice of delinquency, submitted to HOA and Meridian, then Kuna shall send Meridian any invoice for payment due and owing by the HOA.
 - e. Upon receipt of Kuna's invoice detailing the HOA's delinquency, Meridian shall be responsible for reimbursing Kuna for municipal sewer services provided by Kuna to the Bittercreek Meadows Subdivision.
 - f. The Parties agree that nothing in this Agreement shall prohibit or restrict Meridian's ability to pursue legal remedies and action against the HOA for failure to pay Kuna for municipal sewer services.
- 3. Bittercreek Meadows Subdivision sewer lagoon.** Kuna shall have no responsibility, including maintenance or decommissioning, for the Bittercreek Meadows Subdivision sewer lagoon, which is located on a parcel of real property identified as Ada County Assessor's parcel number R0967660153, which parcel is also described in Ada County Recorder's office instrument number 113136896.
- 4. Condition.** Performance of this Agreement is conditioned upon Bittercreek Meadows Subdivision's continued connection to the Kuna sewer system.
- 5. Term and termination.** This Agreement shall continue indefinitely until modified or terminated by written mutual agreement of the Parties. Alternatively, if Bittercreek Meadows Subdivision is granted annexation into any municipality, and the annexing municipality is capable of, and willing to, provide sewer service to Bittercreek Meadows Subdivision, at such time the sewer effluent enters the annexing municipalities' infrastructure, this Agreement will automatically terminate.
- 6. Third-party beneficiaries.** There are no third-party beneficiaries to this Agreement, including the HOA or any individual property owner within the Bittercreek Meadows Subdivision.
- 7. Limitations.** Nothing in this Agreement shall be construed as limiting or expanding the statutory or regulatory responsibilities of either Party in performing functions granted to them by law. Each and every provision of this Agreement is subject to the laws and regulations of the State of Idaho and its political subdivisions, and to the laws and regulations of the United States.

8. Apportionment of liability. Both Parties participate in the comprehensive liability plan provided through ICRMP. If a claim or damage arises from more than one Party's performance of the Agreement or is not allocable to any Party, each Party shall bear their own costs arising from the claim or damage. If a property claim or damage is not covered by the Party's self-insurance or other property coverage, the responsible Party shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. Nothing in this Agreement shall extend the tort responsibility or liability of either Party beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 et seq.

9. Notices. Whenever any notice, approval, consent, or request is given or made pursuant to this Agreement, it shall be deemed communicated upon mailing by United States Mail, addressed as follows:

If to Kuna:

City Clerk, City of Kuna

751 W. 4th Street

Kuna, ID 83634

cityclerk@kunaid.gov

If to Meridian:

City Clerk, City of Meridian

33 E. Broadway Avenue

Meridian ID 83642

cityclerk@meridiancity.org

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

10. Assignment. No Party shall be permitted to assign this Agreement without the express, written consent of the other Parties. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

11. No agency. The Parties expressly acknowledge and agree that the Parties, including their respective employees, agents, contractors, officials, and officers, are not agents of the other Party in any manner or for any purpose. One Party under this Agreement shall have no authority to enter into contracts or agreements on behalf of the other Party. All contracts or agreements shall be entered on behalf of the executing Party or executed jointly by both Parties.

12. Non-waiver. Failure to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time a Party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.

13. Force majeure. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, epidemics, quarantine, strikes or other

natural disasters. No Party shall be liable for any failure to perform resulting from any order of any court or state or federal agency.

14. Applicable law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Idaho. Venue shall be Ada County, Idaho.

15. Miscellaneous. Time is of the essence with regard to the performance of all of the Parties' obligations under this Agreement. All exhibits to this Agreement are incorporated by reference and made a part hereof as if the exhibits were set forth in their entirety in this Agreement. This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may only be amended via a writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their signatures the day and year first herein above written.

CITY OF MERIDIAN:

By: _____
Robert E. Simison, Mayor

Attest: _____
City Clerk

CITY OF KUNA

By: _____
Joe Stear, Mayor

Attest: _____
City Clerk

EXHIBIT A

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement (“**Agreement**”) is made as of the last date written below the signatures of the parties (“**Effective Date**”) by and between Bittercreek Meadows Subdivision Homeowners Association, Inc. (“**HOA**”), Tim Kelly (“**Kelly**”), and the City of Meridian (“**City**”).

1. BACKGROUND. The HOA and Kelly commenced an action in the District Court for the Fourth Judicial District of the State of Idaho, in and for the County of Ada, case number CV-OC-12-05319 (the “**Lawsuit**”) against JLJ Enterprises, Inc. (“**JLJ**”), Bittercreek Meadows Water & Sewer Users Association, Inc. (“**BWSA**”), James L. Jewett (“**Jewett**”), Renascence Properties, LLC (“**Renascence**”), and the City. The HOA and Kelly (collectively “**Plaintiffs**”) desire to compromise and settle the Lawsuit, as between Plaintiffs and the City, to settle any and all claims and disputes existing between Plaintiffs and the City and to mutually release each other, all according to the provisions of this Agreement.

2. SEWER CONNECTION. The City, at the City’s sole cost and expense, shall connect lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, Block 1 of the Bittercreek Meadows Subdivision, according to the official plat thereof recorded on the 26th day of May, 2006, in Book 95 of Plats at pages 11674 through 11677, as instrument No. 106083883, records of Ada County, Idaho, as amended by Amended Plat of Bittercreek Meadows Subdivision, recorded on June 27, 2006 in Book 95 of Plats at pages 11732 through 11735, as Instrument No. 106102994, records of Ada County, Idaho (collectively the “**Lots**”), to municipal sewer service provided by the City of Kuna so that after connection, waste water effluent from the Lots flows to Kuna’s waste water treatment plant without further treatment, cost (other than the typical monthly service fee charged by the City of Kuna to other residential dwellings within Kuna city limits), testing, or construction by the HOA and/or the members of the HOA and the members of the HOA can receive sewer service from the City of Kuna by agreeing to pay the typical monthly service fee charged by the City of Kuna to other residential dwellings within Kuna city limits. The date when the City has completed connecting the Lots to municipal sewer service provided by the City of Kuna and the members of the HOA can receive sewer service from the City of Kuna by agreeing to pay the typical monthly service fee charged by the City of Kuna to other residential dwellings within Kuna city limits is herein referred to as the “**Connection Date**”. Connection to municipal sewer service provided by the City of Kuna includes, but is not limited to, payment of all connection fees, conveyance fees and other charges for connection, all construction work necessary to connect the Lots to Kuna’s waste water treatment plant and the restoration and repair of all improvements within the Bittercreek Meadows Subdivision disturbed by such construction. In no event shall the HOA and/or the members of the HOA be required to consent to annexation by the City of Kuna and the refusal of the HOA and/or the members of the HOA to annex into the City of Kuna shall not relieve the City from its obligations set forth in this Section. The HOA agrees that the City may, but is not obligated to, provide the sewer services to the Lots as set forth in this Section provided such sewer service is on the same terms and conditions as required to be provided by the City of Kuna.

3. SEWER MAINTENANCE AND OPERATION. From and after the Effective Date until the date the City of Kuna agrees to assume the operation, maintenance, repair, and replacement of the Sewer Lines (as hereafter defined), the City, at the City’s sole cost and expense and without reimbursement from the HOA or the members of the HOA, agrees to operate, maintain, repair, and replace the Sewer System (as hereafter defined) in accordance with applicable law. For purposes of this Agreement, the “**Sewer Lines**” mean all sewer lines serving the Lots except the portion of the sewer line within a Lot providing service just to that Lot. By way of example, within Lot 2 there is a sewer line serving both Lot 1 and Lot 2. The portion of the sewer line serving both Lot 1 and Lot 2 is a Sewer Line but the portion of the sewer

line serving just Lot 1 or just Lot 2 is not a Sewer Line. For purposes of this Agreement, the “**Sewer System**” means all Sewer Lines, the sewer lagoon pond to which the Sewer Lines connect, the sewer lagoon pond liner, the fencing surrounding the sewer lagoon pond and all other appurtenances to the Sewer Lines and/or sewer lagoon pond to which the Sewer Lines connect.

4. TITLE TO BWSA ASSETS. The City hereby quit claims to HOA any right, title or interest the City may have to any and all assets of the BWSA including, but not limited to, Lot 7, Block 1 of the Plat of Bittercreek Meadows Subdivision, the well located on Lot 7, all equipment associated with the well, and water right Permit No. 63-31957.

5. ANNUAL INSPECTION OF BIOMICROBIC UNITS. From and after the Effective Date until the Connection Date, the City, at the City’s sole cost and expense, agrees to pay for the annual inspection of each biomicrobic unit located on the Lots as required by applicable law. The City shall pay for such inspections directly to Idaho Residential Wastewater Treatment Services, Inc. on behalf of each Lot owner beginning the July 2014-June 2015 billing year. In the event the City receives any correspondence from Idaho Residential Wastewater Treatment Services, Inc. directed to the Lot owners other than billing, the City shall forward these to the HOA address identified in Paragraph 17 of this Agreement.

6. LICENSE. The HOA hereby conveys to the City a license to enter upon all lots within the Bittercreek Meadows Subdivision to perform the obligations of the City undertaken in this Agreement. The license will remain in effect for so long as the City has obligations under this Agreement.

7. ATTORNEY FEES. The City agrees the HOA and Kelly are entitled to reasonable attorney fees and costs as the prevailing party pursuant to the Water and Sewer Agreement (as defined in Section 10) in an amount to be fixed by the Court pursuant to Idaho Rule of Civil Procedure 54. The City, HOA and Kelly have been unable to reach agreement on the amount of attorney fees and costs due the HOA and Kelly. Therefore, the City, HOA and Kelly agree to submit the matter to the court as part of the resolution of the Lawsuit. The parties to this Agreement specifically authorize and hereby direct their respective counsel to promptly after the Effective Date file with the court such motions, memoranda in support or opposition of such motions and supporting affidavits and pleadings and request the court to determine the amount of attorney fees and costs the HOA and Kelly are entitled to as the prevailing party.

8. PAYMENT OF UP TO \$28,856.23. Providing the City receives adequate income from assessments to require such payment, JLJ could be owed the sum of up to \$28,856.23 from the City pursuant to the terms of that certain Cooperative Construction and Reimbursement Agreement 12-Inch Water Main from the Intersection of Overland and Linder Roads West Approximately 5000 Feet dated March 12, 2009 (the “Reimbursement Agreement”). JLJ has assigned such amount to the HOA and the City hereby consents to the assignment, and will hereafter consent to the assignment of this Reimbursement Agreement from the HOA back to JLJ at any point in the future while the Reimbursement Agreement remains valid. The City agrees to pay the HOA the sum of up to \$28,856.23 as it collects assessment fees from the South Ridge Subdivision in accordance with the Reimbursement Agreement. Such amounts shall be paid to Hawley Troxell and delivered to 877 Main St., Suite 1000, Boise, ID 83702, attention Timothy W. Tyree. The City agrees not to offset any amounts otherwise due the City from JLJ or otherwise raise any defense to the payment of up to \$28,856.23 other than the lack of receipt of assessment fees from the South Ridge Subdivision or the expiration of term of the Reimbursement Agreement. The City agrees to extend the term of the Reimbursement Agreement until March 11, 2019.

9. SETTLEMENT WITH HOMEOWNERS. HOA and Kelly agree to seek the approval and execution by all members of the HOA to the Mutual Release Agreement attached hereto as **Exhibit A**.

This Agreement is contingent on at least three-fourths of the members executing the Mutual Release Agreement. The City agrees to execute the Mutual Release Agreement attached hereto as **Exhibit A**.

10. TERMINATION OF SEWER AND WATER AGREEMENT. The Amended Bittercreek Meadows Agreement for Sewer and Water Service between the City, JLJ, Bittercreek, LLC and HOA, as amended by the Second Amended Bittercreek Meadows Agreement for Sewer and Water Service (collectively the “**Water and Sewer Agreement**”) is hereby terminated as between HOA and the City, and shall no longer be of any force or effect.

11. PLAINTIFF’S REPRESENTATIONS AND WARRANTIES. Plaintiffs represent and warrant to the City as follows:

(a) **Authority.** HOA is a corporation duly formed and validly existing under the laws of the state of Idaho. Any individuals entering into this Agreement on behalf of HOA have authority to bind HOA. Entering into this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action and do not violate HOA’s articles of incorporation, bylaws or any agreement to which HOA is a party.

(b) **Transfer.** Plaintiffs, individually and collectively, have not assigned or transferred any of its rights, claims or demands of whatsoever kind against the City related to or arising out of the Lawsuit to any other person or entity.

(c) **Independent Review.** Plaintiffs have been advised to consult counsel of their choice, that at the time of the execution of this Agreement, each was represented by counsel of his/its choice and has consulted with or had the opportunity to consult with his/its counsel and has been fully advised concerning the scope and binding, legal effect of this Agreement, the amounts of settlement, and all of the terms, conditions, covenants and other provisions of this Agreement and the fact that this is a legal and enforceable agreement. Plaintiffs acknowledge that they have relied entirely on their own counsel and their own knowledge and assessment of the Lawsuit and of all other circumstances in making this Agreement. Each person subscribing his signature hereto represents that he has personally read and understood all of the terms and provisions of this Agreement in its entirety and that he is authorized to enter into this Agreement on his personal behalf and on behalf of any entity on whose behalf he executes it.

12. THE CITY’S REPRESENTATIONS AND WARRANTIES. The City represents and warrants to Plaintiffs as follows:

(a) **Authority.** The City is a municipal corporation duly formed and validly existing under the laws of the state of Idaho. Any individuals entering into this Agreement on behalf of the City have authority to bind the City. Entering into this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not violate the City’s ordinances or any agreement to which the City is a party.

(b) **Transfer.** The City has not assigned or transferred any of its rights, claims or demands of whatsoever kind against Plaintiffs related to or arising out of the Lawsuit to any other person or entity.

(c) **Independent Review.** The City has been advised to consult counsel of its choice, that at the time of the execution of this Agreement, the City was represented by counsel of its choice and has consulted with or had the opportunity to consult with its counsel and has been fully advised concerning the scope and binding legal effect of this Agreement, the amounts of settlement, and all of the terms, conditions, covenants and other provisions of this Agreement and the fact that this is a legal and

enforceable agreement. The City acknowledges that it has relied entirely on its own counsel and its own knowledge and assessment of the Lawsuit and of all other circumstances in making this Agreement. Each person subscribing his/her signature hereto represents that he/she has personally read and understood all of the terms and provisions of this Agreement in its entirety and that he/she is authorized to enter into this Agreement on on behalf of any entity on whose behalf he/she executes it.

13. MUTUAL RELEASE. Except for performance of this Agreement, Plaintiffs and the City, on behalf of themselves and on behalf of their heirs, administrators, executors, personal representatives, successors and assigns, and on behalf of their past, present and future officers, directors, employees, agents, legal representatives and attorneys, and insurers, do hereby forever release, remise, discharge, and acquit the other (Plaintiffs and each of them release the City, and the City releases Plaintiffs and each of them) and their past, present and future officers, directors, employees, agents, legal representatives and attorneys, and insurers, of and from any and all, in all manner of, actions, causes of action, claims, suits, debts, sums of money, covenants, contracts, controversies, agreements, compromises, variances, rights, damages, losses, costs, legal or other expenses, attorneys' fees, judgments, executions, obligations, claims and demands of any kind whatsoever, whether vested or contingent, in law or in equity, foreseen or unforeseen, suggested or unsuggested, known or unknown, now asserted or not asserted, which any of the opposing parties ever had, shall or may have, as a result of or by reason of or in connection with the Water and Sewer Agreement, the Revised Nullification Agreement and/or the Lawsuit and/or claims or potential claims that each of the parties to this Agreement have or may have been obligated to assert against each other in said Lawsuit.

The parties hereto specifically waive the provisions of any law, whether imposed by statute, regulation or otherwise, that a general release does or may not extend to claims that the party does not know or suspect to exist in its favor at the time it gives a release.

14. NO ADMISSION OF LIABILITY. This Agreement made and effected hereby is a compromise and settlement of the claims by and against the opposing parties hereto, and neither this Agreement, any payments made pursuant hereto nor any provisions herein shall be construed as an admission of liability by any party hereto, the same being denied. This Agreement is intended by all parties hereto merely to avoid further litigation and to buy their peace.

15. DISMISSAL OF LAWSUIT. The parties to this Agreement specifically authorize and hereby direct their respective counsel to execute a Stipulation and Order of Dismissal with prejudice in the pending lawsuit referred to above and to file the Stipulation and Order of Dismissal in the court upon the execution of this Agreement. The parties further agree that, in the event either party claims a breach of this Agreement following its execution, the following provisions shall apply to any suit brought by the party claiming a breach of this Agreement:

(a) **Presiding Judge.** The parties consent and agree to Judge Lynn Norton, District Judge of the Fourth Judicial District of the State of Idaho, presiding over any action brought by either party for the breach of this Agreement, and that any such suit shall be filed and heard in the Fourth District Court of the State of Idaho, in and for the County of Ada.

(b) **Scheduling.** The Parties hereby agree and consent to the following time limitations being placed upon any action brought by either party for the breach of this Agreement upon the filing of any action for such breach:

(i) Upon the filing of such suit, discovery (including, but not limited to, interrogatories, requests for production, requests for admission, subpoenas, depositions, and discovery involving expert witnesses) shall be allowed for no more than four (4) months following the filing of the

answer by the defending party, with all such discovery to be concluded (including responses to written discovery) by the end of the four month period.

(ii) All dispositive motions (including motions to dismiss and motions for summary judgment) must be filed and heard no later than sixty (60) days following the conclusion of discovery.

(iii) A trial shall be scheduled so as to begin no later than ten (10) months from the date the suit is filed with the court.

(iv) No deviation from the time parameters imposed herein shall be allowed except through the stipulation of the parties or by leave of the court with good cause showing. It is the intent of the parties by agreeing to these time limitations that any action for a breach of this Agreement be heard and resolved expeditiously by the court, and that any exception to these time limits should be granted only for reasons that would cause material prejudice to the requesting party if such exception is not granted, and that the requesting party has acted in good faith and has not caused or materially contributed to the situation causing a need for an extension.

16. NO RELEASE OF JLJ, BWSA AND JEWETT. This Agreement shall not compromise, limit or affect the claims Plaintiffs have against JLJ, BWSA and Jewett and Plaintiffs reserve for themselves the full and complete rights to pursue the Lawsuit and claim any and all damages and/or remedies against JLJ, BWSA and Jewett. This Agreement does not release and shall not be construed as a release of JLJ, BWSA and Jewett.

17. NOTICES. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below.

City: City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

HOA: Bittercreek Meadows Subdivision Homeowners Association, Inc.
3891 W. Daisy Creek St
Meridian, ID 83642

Kelly: Tim Kelly
3891 W. Daisy Creek St
Meridian, ID 83642

18. ENTIRE AGREEMENT. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties. No representations, warranties or promises have been made except those set forth in this Agreement. Any agreement hereafter made shall be ineffective to change, modify or discharge the Agreement in whole or in part unless such agreement is in writing and signed by all of the parties hereto.

19. ATTORNEY FEES. In the event of any suit, act or other proceeding arising under the terms of this Agreement, or in connection with this or any of the provisions of this Agreement, the prevailing party shall be entitled to an award of and to recover reasonable attorney fees set by the court and not by a jury and to an award of and to recover other costs incurred in that suit, action or proceeding, in addition to any other relief to which it may be entitled, including any appeal thereof.

20. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic transmission of any signed original document shall be the same as delivery of the original.

21. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be controlled, governed, interpreted and construed according to the laws of the State of Idaho in all respects.

22. HEADINGS AND TITLES. It is understood and agreed that all of the headings and titles, and all of the subheadings and subtitles, are inserted as a matter of convenience and reference only, and in no way define, limit, extend or describe the scope or intent of this Agreement.

23. DRAFTING. The undersigned parties acknowledge that they and their respective counsel are responsible for the drafting of this Agreement.

24. SURVIVAL. The representations, warranties, and covenants set forth in this Agreement shall survive the closing and shall be deemed to be material and to have been relied upon by all parties.

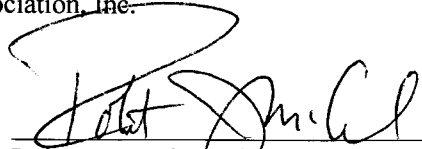
25. CONTINGENCY. Notwithstanding execution of this Agreement by Plaintiffs, Plaintiffs' obligations under this Agreement are contingent upon the JLJ, BWSA, Jewett and Renaissance, LLC agreeing to dismiss the Lawsuit on terms and conditions acceptable to Plaintiffs.

[Signature Page(s) Follow]

Bittercreek Meadows Subdivision Homeowners
Association, Inc.

Tim Kelly

By:



Rob McCarvel, President

Date: _____

Date: 12-11-13

Attest:

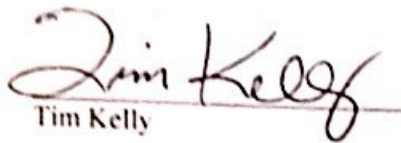
City of Meridian:

Deputy City Clerk

By:

Tammy de Weerd, Mayor

Date: _____


Tim Kelly

Date: Dec 10, 2013

Attest:

Deputy City Clerk

Bittercreek Meadows Subdivision Homeowners
Association, Inc.

By: _____
Rob McCarvel, President

Date: _____

City of Meridian:

By: _____
Tammy de Weerd, Mayor

Date: _____

EXHIBIT A MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement (“**Release Agreement**”) is made by and between the individual homeowners who execute this Agreement below and the City of Meridian (“**City**”).

1. BACKGROUND. Bittercreek Meadows Subdivision Homeowners Association, Inc. (“**HOA**”) and Tim Kelly (“**Kelly**”) commenced an action in the District Court for the Fourth Judicial District of the State of Idaho, in and for the County of Ada, case number CV-OC-12-05319 (the “**Lawsuit**”) against the City, Renascence Properties, LLC (“**Renascence**”), JLJ Enterprises, Inc. (“**JLJ**”), Bittercreek Meadows Water & Sewer Users Association, Inc. (“**BWSA**”) and James L. Jewett (“**Jewett**”). The HOA and Kelly (collectively “**Plaintiffs**”) desire to compromise and settle the Lawsuit, as between Plaintiffs and the City, to settle any and all claims and disputes existing between Plaintiffs and the City and to mutually release each other, all according to the provisions of a Settlement and Mutual Release Agreement between Plaintiffs and the City (the “**Settlement Agreement**”). The Settlement Agreement is contingent on the members of the HOA executing this Release Agreement.

2. HOMEOWNERS. Each homeowner listed below is individually referred to as a “**Homeowner**” in this Release Agreement and collectively as the “**Homeowners**”. Each Homeowner is independently entering into this Release Agreement, separate and apart from each and every other Homeowner, as though each Homeowner signed a separate agreement with the City. The liability of each Homeowner under this Release Agreement is several and no Homeowner shall be liable for any breach or alleged breach of this Release Agreement caused by or related to any other Homeowner. Any Homeowner, acting alone, may enforce the terms of this Release Agreement.

3. HOMEOWNER REPRESENTATIONS AND WARRANTIES. Each Homeowner represents and warrants to the City as follows:

(a) **Authority.** Any individuals entering into this Release Agreement on behalf of each Homeowner have authority to bind the Homeowner. Entering into this Release Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary actions and do not violate any agreement to which the Homeowner is a party.

(b) **Transfer.** Homeowner has not assigned or transferred any of its rights, claims or demands of whatsoever kind against the City related to or arising out of the Lawsuit to any other person or entity.

(c) **Independent Review.** Homeowner has been advised to consult counsel of their choice, that at the time of the execution of this Release Agreement, Homeowner was represented by counsel of her/his/its choice or has elected not to be represented and has consulted with or had the opportunity to consult with her/his/its counsel and has been fully advised concerning the scope and binding legal effect of this Release Agreement, the amounts of settlement, and all of the terms, conditions, covenants and other provisions of this Release Agreement and the fact that this is a legal and enforceable agreement. Homeowner acknowledges that he/she/it has relied entirely on his/her/its own counsel and his/her/its own knowledge and assessment of the Lawsuit and of all other circumstances in making this Release Agreement. Each person subscribing his/her signature hereto represents that he/she has personally read and understood all of the terms and provisions of this Release Agreement in its entirety and that he/she is authorized to enter into this Release Agreement on his/her personal behalf and on behalf of any entity on whose behalf he/she executes it.

4. THE CITY'S REPRESENTATIONS AND WARRANTIES. The City represents and warrants to Homeowners as follows:

(a) **Authority.** The City is a municipal corporation duly formed and validly existing under the laws of the state of Idaho. Any individuals entering into this Agreement on behalf of the City have authority to bind the City. Entering into this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not violate the City's ordinances or any agreement to which the City is a party.

(b) **Transfer.** The City has not assigned or transferred any of its rights, claims or demands of whatsoever kind against Homeowners related to or arising out of the Lawsuit to any other person or entity.

(c) **Independent Review.** The City has been advised to consult counsel of its choice, that at the time of the execution of this Agreement, the City was represented by counsel of its choice and has consulted with or had the opportunity to consult with its counsel and has been fully advised concerning the scope and binding legal effect of this Agreement, the amounts of settlement, and all of the terms, conditions, covenants and other provisions of this Agreement and the fact that this is a legal and enforceable agreement. The City acknowledges that it has relied entirely on its own counsel and its own knowledge and assessment of the Lawsuit and of all other circumstances in making this Agreement. Each person subscribing his/her signature hereto represents that he/she has personally read and understood all of the terms and provisions of this Agreement in its entirety and that he/she is authorized to enter into this Agreement on on behalf of any entity on whose behalf he/she executes it.

5. MUTUAL RELEASE. Homeowners and the City, on behalf of themselves and on behalf of their heirs, administrators, executors, personal representatives, successors and assigns, and on behalf of their past, present and future officers, directors, employees, agents, legal representatives and attorneys, affiliates, subsidiaries, partners, and insurers, do hereby forever release, remise, discharge, and acquit, the opposing parties (Homeowners and each of them release the City, and the City releases Homeowners and each of them) to this Release Agreement and their past, present and future officers, directors, employees, agents, legal representatives and attorneys, affiliates, subsidiaries, partners, and insurers, of and from any and all, in all manner of, actions, causes of action, claims, suits, debts, sums of money, covenants, contracts, controversies, agreements, compromises, variances, rights, damages, losses, costs, legal or other expenses, attorneys' fees, judgments, executions, obligations, claims and demands of any kind whatsoever, whether vested or contingent, in law or in equity, foreseen or unforeseen, suggested or unsuggested, known or unknown, now asserted or not asserted, which any of the opposing parties ever had, shall or may have, as a result of or by reason of or in connection with the Water and Sewer Agreement, the Revised Nullification Agreement and/or the Lawsuit and/or claims or potential claims that each of the parties to this Agreement have or may have been obligated to assert against each other in said Lawsuit.

The parties hereto specifically waive the provisions of any law, whether imposed by statute, regulation or otherwise, that a general release does or may not extend to claims that the party does not know or suspect to exist in its favor at the time it gives a release.

6. NO ADMISSION OF LIABILITY. This Release Agreement made and effected hereby is a compromise and settlement of the claims by and against the opposing parties hereto, and neither this Release Agreement nor any provisions herein shall be construed as an admission of liability by any party hereto, the same being denied. This Release Agreement is intended by all parties hereto merely to avoid further litigation and to buy their peace.

7. NO RELEASE OF JLJ, BWSA AND JEWETT. This Agreement shall not compromise, limit or affect the claims Homeowners have or may have against JLJ, BWSA and Jewett and Homeowners reserve for themselves the full and complete rights to pursue the Lawsuit and claim any and all damages and/or remedies against JLJ, BWSA and Jewett. This Agreement does not release and shall not be construed as a release of JLJ, BWSA and Jewett.

8. ENTIRE AGREEMENT. This Release Agreement and the exhibits attached hereto constitute the entire agreement between the parties. No representations, warranties or promises have been made except those set forth in this Release Agreement. Any agreement hereafter made shall be ineffective to change, modify or discharge this Release Agreement in whole or in part unless such agreement is in writing and signed by all of the parties hereto.

9. ATTORNEY FEES. In the event of any suit, act or other proceeding arising under the terms of this Release Agreement, or in connection with this or any of the provisions of this Release Agreement, the prevailing party shall be entitled to an award of and to recover reasonable attorney fees set by the court and not by a jury and to an award of and to recover other costs incurred in that suit, action or proceeding, in addition to any other relief to which it may be entitled, including any appeal thereof.

10. COUNTERPARTS. This Release Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic transmission of any signed original document shall be the same as delivery of the original.

11. GOVERNING LAW. This Release Agreement and the rights and obligations of the parties hereto shall be controlled, governed, interpreted and construed according to the laws of the State of Idaho in all respects.

12. HEADINGS AND TITLES. It is understood and agreed that all of the headings and titles, and all of the subheadings and subtitles, are inserted as a matter of convenience and reference only, and in no way define, limit, extend or describe the scope or intent of this Release Agreement.

13. SURVIVAL. The representations, warranties, and covenants set forth in this Release Agreement shall survive the closing and shall be deemed to be material and to have been relied upon by all parties.

City of Meridian:

By: _____
Tammy de Weerd, Mayor

Date: _____

[Homeowner Signature Page(s) Follow]

LOT 1

Lance Beeson

Donna Beeson**LOT 3**

Nathon Argon

Sonny Argon**LOT 5**

Chris Satchwell

April Satchwell**LOT 8**

Paul Orlando

Caryn Orlando**LOT 10**

Aaron Whitman

Janice Whitman**LOT 12**

Greg Gould**LOT 14****LOT 2**

Troy Larsen

Suzy Larsen**LOT 4**

John Hobson

Marianne Saunders**LOT 6**

Dan Cheney

Tonya Cheney**LOT 9**

Jenifer Brown

Tony Brown**LOT 11**

Spencer Hill

Sara Hill**LOT 13**

Kevin Wittmuss

Amy Wittmuss**LOT 16**

Amber Cullum

Mike Cullum

LOT 17

Brett Webb

Alex Webb

LOT 19

Sabrina Wilson

Shawn Wilson

LOT 21

BANK OF THE WEST

By: _____

Name: _____

Its: _____

LOT 23

Kelly Adams

Sue Adams

LOT 25

Les Oliver

Suzi Oliver

Chris Wells

Katie Wells

LOT 18

Jeff Obenchain

Jenny Obenchain

LOT 20

Jared Papa

Holly Papa

LOT 22

Erik Richardson

Maggie Richardson

LOT 24

Tim Kelly

Susan Kelly

LOT 26

Rhonda McCarvel

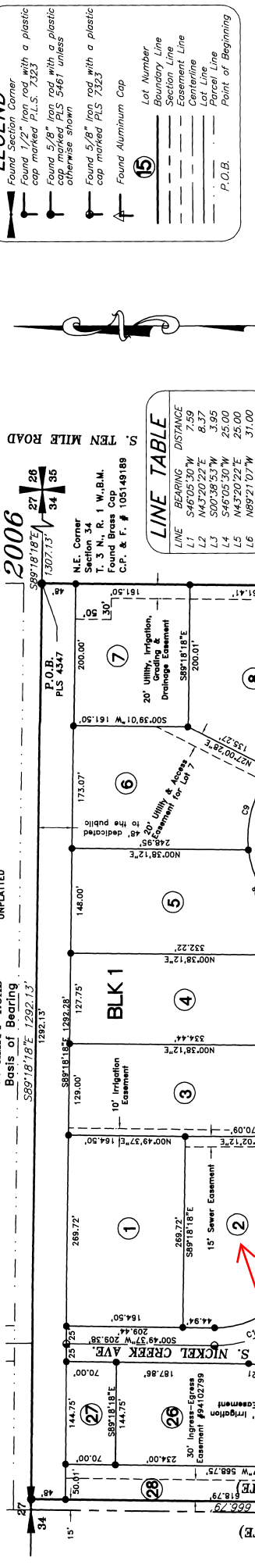
Rob McCarvel

EXHIBIT B

**RECORDED PLAT FOR
BITTERCREEK MEADOWS SUBDIVISION**

**AMENDED PLAT OF
BITTERCREEK MEADOWS SUBDIVISION**

PART OF THE W 1/2 OF THE NE 1/4 AND THE SE 1/4 OF THE NW 1/4
AND THE N 1/2 OF THE S 1/2 OF SECTION 34, T. 3 N., R. 1 W., B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO



LINE	BEARING	DISTANCE
L1	S46°05'30"W	7.59
L2	N43°20'22"E	8.37
L3	S00°38'53"W	3.95
L4	S46°05'30"W	25.00
L5	N43°20'22"E	25.00
L6	N89°21'07"W	31.00
L7	N00°49'37"E	50.00

NOTES

1. Any Re-Subdivision of this plat shall comply with the applicable regulations in effect at the time of the re-subdivision.
2. This development recognizes Section 22-4503 of the Idaho Code, Right to Farm Act, which states: "No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any intentional changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than (1) year, when the operation was not a nuisance at the time the operation began; provided that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."
3. 10' utility and drainage easement about all public right-of-way and subdivision boundaries and centered on all Lot lines.
4. Lot 1 of Block 2 and Lot 1 of Block 3 shall be designated as common area and shall be owned and maintained by Bitter Creek Meadows Subdivision Homeowner's Association, Inc.
5. Minimum building setback lines shall be in accordance with the applicable zoning and subdivision regulations at the time of issuance of the building permit or as specifically approved and/or required.
6. Irrigation water has been provided by Norma-Meridian Irrigation District to the Bitter Creek Meadows Homeowner's Association in compliance with Idaho Code Section 31-3805(B). Lots within this subdivision will be entitled to irrigation water rights, and will be obligated for assessments from Bitter Creek Meadows Subdivision Homeowner's Association.
7. Lot 28 of Block 1 is a common use lot for ingress-egress known as S. County Life Lane (a private road).
8. Lot 7 of Block 1 shall be designated as a well and irrigation lot. Lot to contain public system to be owned by the developer and operated by the City of Meridian until annexed into the City, at which time the system will be transferred to the City. The lot also contains irrigation pumping system to be owned and maintained by the Bitter Creek Meadows Subdivision Homeowner's Association, Inc.
9. Lot 15 of Block 1 is a deed restricted lot and may only be used for open space as defined in the non-farm development section of the Ada County Code, Section 8-48-7, and in the planned development provisions of the Ada County Code found in Title 8, Chapter 2.
10. Ada County Code in effect at the time of application for this plat. Said lot shall be deed restricted in the atresand manner until all the following conditions have been met: (1) receiving development and (2) the adjacent rural district that allows a minimum lot size of less than or equal to 5 acres and (3) urban services are available to the proposed development per Title #04-1-13-04-03-PR.

CURVE TABLE				CHORD			
CURVE	RADIUS	LENGTH	DELTA	DELTA	BEARING	BEARING	BEARING
C1	150.00	117.58	45°14'45"	114.42	S2°15'01.5"E	S2°15'01.5"E	S2°15'01.5"E
C2	150.00	118.54	45°16'40"	115.29	S6°00'43.3"E	S6°00'43.3"E	S6°00'43.3"E
C3	150.00	118.80	42°42'10"	109.23	S68°00'22"E	S68°00'22"E	S68°00'22"E
C4	150.00	123.65	47°18'31"	120.37	S24°16'06"E	S24°16'06"E	S24°16'06"E
C5	125.00	166.76	90°11'25"	177.07	S47°16'06"E	S47°16'06"E	S47°16'06"E
C6	100.00	20.49	11°44'30"	20.46	N84°45'57"E	N84°45'57"E	N84°45'57"E
C7	100.00	66.17	34°54'37"	64.97	N59°56'24"E	N59°56'24"E	N59°56'24"E
C8	145.00	107.24	42°22'24"	104.81	S72°10'17"E	S72°10'17"E	S72°10'17"E
C9	145.00	121.44	45°08'17"	117.92	S62°50'10"E	S62°50'10"E	S62°50'10"E
C10	145.00	105.39	41°38'26"	103.08	S27°50'10"E	S27°50'10"E	S27°50'10"E
C11	145.00	137.91	54°29'31"	132.77	S20°13'52"W	S20°13'52"W	S20°13'52"W
C12	100.00	57.16	32°45'09"	56.39	S31°06'06"W	S31°06'06"W	S31°06'06"W
C13	100.00	24.57	14°04'39"	24.51	S07°41'12"W	S07°41'12"W	S07°41'12"W
C14	56.00	165.55	68°22'52"	111.52	N40°39'31"W	N40°39'31"W	N40°39'31"W
C15	125.00	27.71	7°29'06"	28.55	N40°20'26"E	N40°20'26"E	N40°20'26"E
C16	125.00	196.37	90°00'41"	176.79	N44°21'27"W	N44°21'27"W	N44°21'27"W
C17	100.00	35.44	20°18'29"	35.26	S80°28'57"W	S80°28'57"W	S80°28'57"W
C18	75.00	42.38	32°52'33"	41.82	S86°30'55"W	S86°30'55"W	S86°30'55"W
C19	75.00	118.95	49°32'06"	106.87	N31°51'41"W	N31°51'41"W	N31°51'41"W
C20	75.00	108.90	08°15'12"	10.79	N17°41'58"E	N17°41'58"E	N17°41'58"E
C21	100.00	36.65	20°59'52"	36.45	N11°19'36"E	N11°19'36"E	N11°19'36"E
C22	25.00	48.81	98°06'29"	37.77	N44°04'38"W	N44°04'38"W	N44°04'38"W
C23	25.00	162.70	90°00'40"	188.96	S40°58'17"E	S40°58'17"E	S40°58'17"E
C24	175.00	16.97	06°12'41"	18.96	S47°09'57"E	S47°09'57"E	S47°09'57"E
C25	175.00	65.55	17°22'46"	63.17	N57°23'31"W	N57°23'31"W	N57°23'31"W
C26	20.00	45.17	24°02'48"	36.17	N03°25'03"W	N03°25'03"W	N03°25'03"W
C27	95.00	238.93	149°04'08"	180.75	S46°39'38"E	S46°39'38"E	S46°39'38"E
C28	20.00	45.17	24°02'48"	36.17	N69°54'13"W	N69°54'13"W	N69°54'13"W
C29	175.00	65.55	21°27'46"	63.17	N03°55'45"W	N03°55'45"W	N03°55'45"W

This map/plat being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

<div> <div>ARR</div> <div> </div> </div>		<div> <div> <div>ONE, SEABOARD, L-14</div> <div>1121 E. (208) 838-7125</div> </div> <div> <div>LAND SURVEYING, INC.</div> <div>(208) 838-7125, FAX (208) 838-7221</div> </div> </div>		<div> <div>ONE, SEABOARD, L-14</div> <div>1121 E. (208) 838-7125</div> </div> <div> <div>LAND SURVEYING, INC.</div> <div>(208) 838-7125, FAX (208) 838-7221</div> </div>	
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AMENDED PLAT OF BITTERCREEK MEADOWS		SEC. 34, T. 3 N., R. 1 W., B.M.		DATE 6-5-06		PROJECT 05-837		SHEET 1		OF 4	
DATE 6-5-06		PROJECT 05-837		SHEET 1		OF 4		DATE 6-5-06		PROJECT 05-837	
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DATE 6-5-06		PROJECT 05-837		SHEET 1							

1735

AMENDED PLAT OF

BITTERCREEK MEADOWS SUBDIVISION

PART OF THE W 1/2 OF THE NE 1/4 AND THE SE 1/4 OF THE NW 1/4
AND THE N 1/2 OF THE S 1/2 OF SECTION 34, T. 3 N., R. 1 W. B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO
2006

ADA COUNTY HIGHWAY
DISTRICT APPROVAL

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF
ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 19 DAY
OF October, 2006

ADA HIGHWAY DISTRICT



COUNTY TREASURER'S CERTIFICATE

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

Barbara J. Madison BY 10/20/06
COUNTY TREASURER DATE

BOARD OF COUNTY
COMMISSIONERS APPROVAL

I, THE UNDERSIGNED COUNTY COMMISSIONER FOR ADA COUNTY, IDAHO,
HEREBY CERTIFY THAT AT A REGULAR PUBLIC HEARING OF THE BOARD OF
COUNTY COMMISSIONERS HELD ON THE 19 DAY OF October
2006, THIS AMENDED PLAT OF "BITTERCREEK MEADOWS SUBDIVISION" WAS
DULY ACCEPTED AND APPROVED.

Barbara J. Madison
COUNTY COMMISSIONER

CENTRAL DISTRICT HEALTH
DEPARTMENT APPROVAL

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

Barbara J. Madison R.E.H.S. 10/20/06
DISTRICT HEALTH DEPARTMENT, EHS DATE

RECORDER'S CERTIFICATE

STATE OF IDAHO S.S.
COUNTY OF ADA

INSTRUMENT NO. 161023444
FEE \$21.00

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED FOR RECORD AT THE REQUEST OF ARROW LAND SURVEYING, INC.,
AT 02 THIRTY PAST 4 O'CLOCK P.M. ON THE 20th DAY OF
October, 2006. BOOK 15 PAGE 1735 AND 1736

David Navarro
J. DAVID NAVARRO

CPA
DEPUTY

COUNTY SURVEYOR CERTIFICATE

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

David J. Davis 10-21-06
ADA COUNTY SURVEYOR PLS 970

SURVEYOR'S CERTIFICATE

I, JEREMIAH B. FIELDING, DO HEREBY CERTIFY THAT I AM A
PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS
PLAT AS DESCRIBED IN THE OWNER'S CERTIFICATE WAS DRAWN FROM
RECORD INFORMATION AND A SURVEY MADE ON THE GROUND UNDER MY
SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED
HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE
RELATING TO PLATS AND SURVEYS.



JEREMIAH B. FIELDING, P.L.S.

IDAHO LICENSE NO. 12220

ARR & W
Land Surveying, Inc.
1121 E. 12TH STREET, SUITE 200
(208) 338-1171 FAX (208) 338-1171

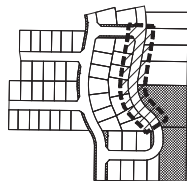
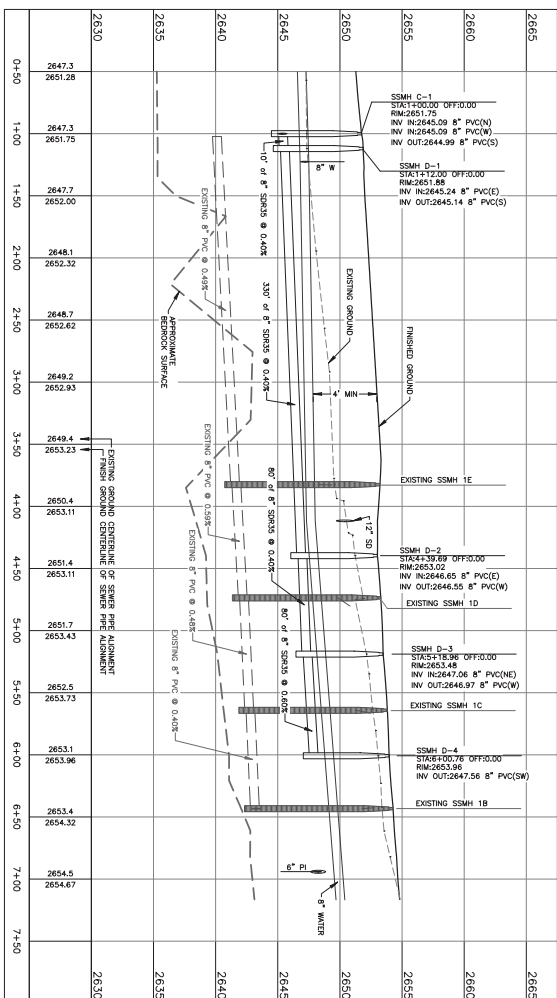
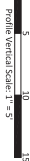
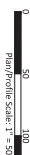
AMENDED PLAT OF BITTERCREEK MEADOWS			
SEC. 34, T. 3 N., R. 1 W. B.M.			
DATE:	6-3-05	PROJECT:	05-437
DRAWN BY:	BF	CHECKED BY:	BF
DATE:	6-3-05	PROJECT:	05-437
DRAWN BY:	BF	CHECKED BY:	BF

EXHIBIT C

**APPROXIMATE LOCATION
OF THE BITTERCREEK MEADOWS SEWER SYSTEM**



W PISCINA DR. PLAN AND PROFILE



SHEET NOTES

- A. STATIONING SHALL BE FOR THE GENERAL AND SURVEY STATION.
- B. STATIONING SHALL BE IN FEET AND INCHES.
- C. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- D. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- E. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- F. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
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- O. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- P. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- Q. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- R. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- S. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- T. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- U. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- V. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- W. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- X. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- Y. STATIONING SHALL BE IN STATION ALONG CENTERLINE.
- Z. STATIONING SHALL BE IN STATION ALONG CENTERLINE.

KEYNOTES

- UTILITY MAIN/VAIN CROSSING
MAIN/VAIN, (18" TP.) AND HORIZONTAL
(10" TP.) POTABLE/NON-POTABLE MAIN LINE
SEPARATION PER CITY OF KANSAS REQUIREMENTS.
NOTE: SEE SHEET C-12 FOR ADDITIONAL
INFORMATION.

REVISIONS		
NO.	ITEM	DATE
1	ACHD AND CITY OF KUNA COMMENTS	5/13/22
2	CITY OF KUNA COMMENTS	6/6/22
3	CITY OF KUNA AND FIRE COMMENTS	7/28/22




GRAN PRADO SUDIVISION NO. 4
KUNA, ID

SEWER IMPROVEMENT PLANS
W PISCINA DR. PLAN AND PROFILE

By: Paul A. Stevens, P.E.
Paul A. Stevens, P.E.
Kurtz City Engineer

Date: 29 March 2024

 K&M ENGINEERING 5725 ROUTE 100A0 32713 PHONE 12081 639-6939 kmenr@k.com	DESIGN BY:	EGG/NTM/
	DRAWN BY:	NTM/
CHECKED BY:	MSD	
DATE:	MARCH 2027	21-134
PROJECT:		
SHEET NO.		
C5.4		

