



This document
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of Title One

UNION COUNTY CLERK
BLACKFOOT, IDAHO

555192

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE RIDGES**

2005 JUN 30 PM 2:03

RECORDED AT THE REQUEST OF *Todd Killpack*
541 N 500 E FULTON RD 83236

Todd Killpack and Liz Killpack, husband and wife, along with Garry and Diane Killpack, husband and wife, known hereafter as "Grantor's," are the owners of certain land in Bingham County, Idaho, more particularly described as The Ridges and four adjacent Parcels, collectively known hereafter as "Property," hereby declares that the Property, and each lot, tract or parcel within the Property ("Lot," unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the covenants, conditions, restrictions, easement, reservations, limitations and equitable servitude ("Covenants and Restrictions") set forth in this Declaration.

The Covenants, Restrictions and Easements:

- A. are declared and agreed (i) to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of Lots within the Property, and (ii) to enhance the value, desirability, and attractiveness of the Property and the Lots;
- B. shall run with the land and each estate in the Property and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any Lot;
- C. shall inure to the benefit of every Lot in the Property and any interest in a Lot;
- D. shall inure to the benefit or and be binding upon the Grantor's and each Owner, and each successor in interest of each; and
- E. may be enforced by (i) the Grantor's, (ii) any party comprising the Grantor's, (iii) any Owner, (iv) the Architectural Control Committee.

No provision of this Declaration shall be construed or enforced (i) to prevent or limit the Grantor's right to complete development of the Property in accordance with the development plan for the Property as the same exists or may be modified from time to time by Grantor's, or (ii) to prevent normal construction activities during the construction of Improvements upon any Lot in the Property. No development or construction activities by the Grantor's shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently, and expeditiously pursued to completion. In the events any dispute concerning this Section shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

I. Architectural Control Committee.

The Architectural Control Committee ("ACC") shall be comprised of at least three (3) persons, all of whom shall be appointed or removed by the Grantor's so long as the Grantor's owns any Lot or Parcel within the Property. A husband and wife jointly shall not comprise a part of the ACC. A member of the ACC shall hold office until such member has resigned or has been removed, but in any event, until said member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause. Upon the Grantor's no longer owning any Lot or Parcel within the Property, all members of the ACC shall be appointed or removed yearly by majority vote of the Owners. The ACC shall have the right by resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.



Neither the ACC, any member of the ACC, the Grantor's, nor any partner, officer, employee, agent, successor or assign of the preceding persons shall be liable to any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title to the Lot or an interest in a Lot not to bring any action or suit against the ACC, any member of the ACC, the Grantor's, or any officer, partner, employee, agent, successor or assign of such persons to recover such damages.

The ACC shall have the power to promulgate ACC RULES/ACC standards relating to the planning, construction, alteration, modification, removal or destruction, or Improvements within the Property deemed necessary or desirable by the ACC to carry out the purpose of the Declaration. All ACC RULES/ACC standards shall be consistent with the provisions of the Declaration.

No construction, significant alteration or modification, removal or destruction of any Improvements of any nature, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Property without the prior express written approval of the ACC. Approvals by the ACC shall be based on the following standards or considerations:

- A. the ACC Rules/ACC standards;
- B. the adequacy of the Lot dimensions;
- C. conformity and harmony of external design, color, and texture with neighboring Improvements;
- D. the effect of location and use of Improvements on neighboring Lots;
- E. the relationship of the topography, grade, finished ground elevation, and landscaping of the Lot being improved to that of neighboring Lots;
- F. the facing of the main elevation with respect to nearby streets and;
- G. the conformity of the plans and specifications to the purpose and general plan and intent of the Declaration.

To request ACC approval for the construction, alteration, modification, removal or demolition or any Improvements with the Property, the Owner shall submit a written application, signed by the Owner, accompanied by the following information, prepared in accordance with acceptable architectural standards:

- A. Site Plan. A site plan showing the location of the Building(s) and all other structures and Improvements including fences, and walls on the Lot, Lot drainage and all set backs, driveways, parking areas and other pertinent information relating to the Improvements.
- B. Building Plan. A building plan which shall consist of preliminary or final blue prints, elevation drawing of the north, south, east, and west sides, and all detailed exterior specification which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.
- C. Landscape Plan. A general landscape plan for portions of the Lot to be landscaped which shall show the location, type and size of trees, berming and mounding, grading, drainage, fences, freestanding exterior lights, driveways, parking areas and walkways.

The ACC's approval, conditional approval, or denial as required in these covenants shall be in writing.



II. Approval of Use and Plans.

No Improvements shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan have been reviewed in advance and approved by the ACC as to quality of workmanship, material and color harmony or external design with existing structures, as to location with respect to topography and finish grade elevation, and in accordance with the provisions of this Declaration.

III. Easements and Utilities.

The Property shall be subject to easements for the installation and maintenance of public utility facilities of all kinds, including the easements designated on the recorded subdivision plat and legal descriptions for the Property, and an easement to permit the Grantor's or the ACC, or their contractors and agents, to have access to and enter upon any easement. No improvements shall be placed or permitted to remain on any easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, in any, located on such Lot. All utilities shall be underground, except as presently exist, and each lot owner shall be responsible for water and septic services, as pertinent to each Lot, all the above shall be in accordance with the State of Idaho and Bingham County laws, regulations and ordinances.

IV. Building Type and Use.

Residential dwellings created upon any of the Lots shall be one detached single family dwelling, not to exceed two stories in height, with at least a two car garage, with any and all detached buildings to follow the same architectural elements as the residential building. Only stick built homes that meet dwelling size specification shall be permitted on any Lot or parcel and multiple dwelling structures shall not be permitted.. No income and/or rental homes shall be permitted. No Lot shall be used except for residential and/or agricultural purposes. Offices for professional persons and home occupations shall be permitted provided that:

- A. the home occupation is conducted entirely within the dwelling and/or outbuilding(s);
- B. the home occupation is clearly incidental and secondary to the use of the dwelling not normally associated with residential use;
- C. the activities in connection with the home occupation do not increase traffic above that which is usual for a residential community.

V. Dwelling Size.

For a single-story dwelling (with or without basement), exclusive of open porches and garages, the ground floor shall not be less than 1,800 square feet of finished area. For a two-story home, the combined finished area of the top two levels shall be not less than 2,400 square feet. For a split level home, the combined finished area of the top and next to the top level, exclusive of open porches and garages shall not be less than 2,800 square feet. Any floor elevation that is six (6) inches below final existing grade shall be considered basement and not part of above grade square footage.

VI. Exterior Materials and Colors.

Front exteriors of the dwelling, exclusive of windows and doors, shall have a minimum of forty percent (40%) of the front elevation composed of brick, stucco, and/or stone. All buildings located on the Lot shall be harmonious in color with surrounding buildings and neighboring Lots. After completion of the initial construction of a Building and in the event



of significant reconstruction, remodeling, and/or dramatic repainting or refinishing of the same within the Property, in whole or in part, exterior materials and colors shall be subject to the written approval of the ACC prior to any work.

VII. Completion of Construction.

When construction is started on the dwelling, Owner has one year to complete construction unless an extension is approved by the ACC.

VIII. Building Location and Setbacks.

No building shall be located on any Lot nearer than seventy-five (75) feet to the front of the Lot. No building shall be nearer than twenty-five (25) feet to any other side Lot boundary. A detached building separate of the residential dwelling shall not be less than ninety (90) feet from the front property line. For the purpose of this section, said distances are to be measured from the foundation to the edge of the road.

IX. Septic Tanks and Domestic Water Wells.

Septic tanks and water wells shall be installed in compliance with the Health Department requirements and in compliance with all state, federal and county regulations. Owner(s) is responsible for testing and/or monitoring individual well systems prior to use if such is required by the Department of Environmental Quality.

X. Landscaping.

Landscaping of a Lot shall commence within one (1) year from the commencement of the construction of the dwelling and completed within two (2) years thereafter.

XI. Driveways.

Driveways leading to the dwelling, including circular driveways, shall be paved or otherwise constructed with a permanent material, not gravel or dirt, within two (2) years of completing the residential dwelling, unless an extension is approved by the ACC. Driveways and/or roadways leading to an outbuilding(s) or otherwise located on the Property, if not paved or otherwise constructed with a permanent material, shall be constructed of an all weather material (i.e. gravel).

XII. Animals.

Only approved animals and/or livestock shall be kept on any Lot, provided that approved animals not be raised, bred, kept or maintained on any Lot for any commercial purposes. Approved animals include and are limited to domestic dogs, cats or other small household pets (not exceeding three of each kind), and horses, lamas, cows, sheep and/or goats (not exceeding one collectively per acre per five acre Lot, and not exceeding two collectively per Lot/Parcel that is less than five acres), which do not unreasonably bother or constitute a nuisance to others may be kept. Elk and bison may be included as long as a proper ten (10) ft. fence is built and maintained, in addition to a white vinyl fence encasing the perimeter.

XIII. Fences.

All fences, wall, hedge, high planting, obstruction or other visual privacy barrier (collectively "fence") constructed on the Property shall be constructed, installed and maintained in a good appearance and condition and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable amount of time after said damage occurs. No fence shall be constructed of chain link, except for dog runs and recreational courts, but using only black or green chain link. Any and all perimeter fence(s) that is not



part of the landscape design of the dwelling (i.e. pasture fence) shall be constructed of 2" x 6" dimensional, white vinyl, three-rail style fence, or equal to such.

XIV. Boats, Campers, and Other Vehicles.

Trailers, mobile homes, trucks larger than standard pickups, motor homes, boats, tractors, vehicles (other than automobiles), camper and garden or maintenance equipment, when not in actual use, shall not be parked closer than ninety (90) feet to the front property line for any time period to exceed ninety (90) days. No broken down automobiles shall allowed to parked on the premises.

XV. Grading and Drainage.

Property grading shall be kept to a minimum and Buildings are to be located for preservation of existing grade(s). An area approximately sixteen (16) feet between the edge of the street pavement and the individual front line (within the street right of way) shall be expressly reserved for a planting and drainage area in accordance with the Bingham County specifications thereof. In addition each individual owner will need to comply with the Storm Water Pollution Prevention Plan (SWPPP) during their home construction. The SWPPP was put into place by the Grantor's and Harper Leavitt Engineering to control any erosion that may occur on any Lot or parcel.

XVI. Subdividing.

Unless expressly allowed in this Declaration, no Lot may be further subdivided, and no easement or other interest less than the whole may be conveyed by the Owner.

XVII. Maintenance of Property.

Each Owner of a Lot shall maintain all landscaping and Improvements located on the Lot in good and sufficient repair and shall maintain the same in a neat and aesthetically pleasing condition. Notwithstanding any contrary provision in this Declaration regarding maintenance and repair, an Owner shall immediately repair or replace all damaged Property subject to this Declaration that the ACC, in its sole discretion, determines was caused by the act or failure to act of such Owner or the invitees, guests, or family of such Owner, to the extent such Owner would be responsible for such damage under Idaho law. Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed, or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described or prohibited in this Declaration.

In the event that any Owner shall permit any Improvement which is the responsibility of such Owner to maintain, to all into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Grantor's or the ACC, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such conditions, and to enter upon said Lot and into any building or structure on the Lot, if necessary, for the purpose of correcting or repairing the same. Such Owner shall promptly reimburse the Grantor's or the ACC for such costs. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Grantor's or ACC in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore.

XVIII. Irrigation Water and Landscaped Areas.

In and for good and valuable considerations, the Owners hereto agree as follows:



- A. Common Property:** The irrigation pump, sprinklers, and other associated equipment ("Water System"), and landscaping within the north landscape easement of the Property parcels and the landscaping at the entrance of the subdivision, shall be considered common property to all Owners. The maintenance, repair, replacement, beautification, and/or otherwise shall be the responsibility of all Owners within the Property.
- B. Conveyance:** Upon conveyance of a Lot or Parcel, the Grantor's shall convey and transfer to the Owner thereof an undivided interest in the Water Rights proportionate to the number of acres each Lot or Parcel contains. Upon recordation hereof, the rights, duties, and obligations contained herein shall be binding upon any future Buyers of the above describe property in accordance herewith.
- C. Use of Water System:** Each Owner of the Water System shall have the right to and privilege of taking and facilitating water from the system to satisfy normal irrigation requirements and purpose for their respective properties. Such use shall not in any respect be extraordinary or be for commercial purposes. The Owners shall cooperate with each other in the scheduling of each Owner's use and rotation thereof of the Water System. The landscaping heretofore described in this Section 18 shall be watered through the use of the Water System.
- D. Management:** All matters pertaining to the use, management, and operation of the Water System, the easements pertaining thereto and the beautification, maintenance, replacement, and otherwise of the landscaping designating in this Section 18 shall be determined by the Grantor's until such time as the Grantor's no longer owns any Lot or Parcel within the Property. Upon the Grantor's no longer owning any Lot or Parcel within the Property a majority vote of the Owners shall determine such use, management and operation thereof.
- E. Operation:** The cost of operation of the Water System shall be paid in proportion to the acreage held or the number of inches held by the users in the Water System at the times such charge was incurred. Each Owner shall be responsible for the equipment necessary to water his/her Lot or Parcel from the main line of the Water System.
- F. Maintenance, Repair, and Replacement:** The costs and expenses of all maintenance, repairs and/or replacement to the Water System shall be paid in proportion to the acreage or number of inches which the users own in the Water System irrespective of whether an Owner is utilizing the system or not.
- G. Landscaped Areas:** The costs and expenses for the use of the Water System to water the Landscaped areas designated in this Section (18), shall be paid in proportion to the acreage or number of inches which the uses own in the Water System irrespective of whether an Owner is utilizing the system or not. The beautification, maintenance, replacement, and/or otherwise to said landscaping shall be equally paid by all Owners within the Property
- H. Expansion and/or Additional Use:** Use shall be prescribed herein, and shall only be expanded by the Grantor's and not to exceed ten (10) percent of the Property designated by this Declaration, unless agreed to in writing unanimously by all Owners.
- I. Appurtenance:** The duties, obligations, covenants, and conditions respective to the operation, maintenance and repairs of the Water System shall be an appurtenance to each property and run with the respective premises. The duties and obligations of the Owner of the respective Lot(s) to pay their share of the cost of the operation and maintenance of said Water System and the beautification, maintenance, replacement and otherwise of the landscaped areas



designated in this Section 18 shall be burden running with said land perpetually. In the event of failure of an Owner to discharge his duties and obligations to pay the above described amounts as aforesaid and at the option of the Owner(s), the other Owner(s) may pay said amounts and said amounts shall constitute a lien against the real property of the Owner not so paying. These covenants shall be perpetual in character and forever.

- J. Attorney's Fees:** If, and in the event an action is brought to enforce any of the terms and/or covenants of this agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses including, but not limited to, reasonable attorney's fees, which the prevailing party may incur in such enforcement, or in pursuance of any remedy allowed by law, whether such in incurred by the filing of suit or otherwise.
- K. Save Harmless:** Each of the Owners shall save the other Owner hereto harmless for or an account of any damage or injury to property or any person caused by the negligent act or neglect of himself, his servants, employees, and/or agents in relationship to or arising out of the use of the Water System.
- L. Default:** This agreement is made upon the express condition that time and punctuality of performance of conditions is of the essence and material part of this agreement, and in the event of failure to comply with the terms and conditions hereof, the non-defaulting party shall have any and all remedies as may be provided by law.
- M. Heirs, Assigns:** All covenants and agreements herein contained in this Section 18 shall extend to and be obligatory upon the heirs, personal representatives, successors, and assigns of the respective parties hereto.
- N. Miscellaneous:**
 - a. The paragraph caption in this Section 18 is for convenience only and shall not in anywise limit or be deemed to construe or interpret the terms and provisions hereof.
 - b. Whenever the singular number is used in this Section 18 and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word persons shall include the Grantor's, firm, partnership, or other form of associates.
 - c. This Section 18 shall be construed and enforced in accordance with the laws of the State of Idaho.

XIX. Amendment.

This Declaration may be amended as follows

- A. By Grantor's.** Until Grantor's owns less than seventy-five percent (75%) of the Property, this Declaration may be amended or terminated by the Grantor's by recordation of a written instrument signed by the Grantor's and acknowledged setting forth such amendment or termination
- B. By Owners.** Except where a greater percentage is required by an express provision in this Declaration, the provisions of this Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the Owners, including the Grantor's, owning at least sixty six and two-thirds percent (66 2/3%) of the Lots within the Property, and such amendment shall be effective upon its recordation with the Bingham County Recorder. Any amendment to this Section 19 shall require the vote or written consent of all Owners.



XX. Non-Waiver.

The failure of the Grantor's or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements, or other provisions of this Declaration or to exercise any right or option contained in this Declaration, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

XXI. Notices.

Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by 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, properly addressed.

XXII. Enforcement.

The ACC shall be authorized to commence legal or equitable proceedings or as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violated the provisions of the Declaration, the ACC Rules/ACC standards, or any applicable plans and specifications. The ACC shall not commence such legal or equitable proceedings until written notice of the deviation or violation has been appropriately prepared and given to the Owner, but subsequently the ACC shall have the sole discretion to commence such proceedings. All costs and expenses thereof, including attorney's fees, shall be paid by the defaulting party whether such is incurred by the filing, of suit or otherwise. In the event an action is brought by the ACC to enforce thereof are not recoverable from the defaulting party for any reason, said cost and expenses shall be paid equally by all Owners within the subdivision. The actions, not-actions or negligence or the members of the ACC shall not be actionable under any circumstances.

XXIII. Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate the stated purposes of the Declaration and shall be construed and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

XXIV. Acceptance.

Each Owner of a Lot, each purchaser of a Lot under contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale of agreement or option, accepts the same subject to all covenants, conditions, restrictions, easements, and other provisions set forth in this Declaration and agrees to be bound by the same.

XXV. Severability.

Notwithstanding the provisions of the preceding section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any provision.



This document
provided courtesy
of TitleOne

DATED AND SIGNED THIS 29th DAY OF June, 2005.

OWNERS:

Todd Killpack
Todd Killpack
Garry Killpack
Garry Killpack

Liz Killpack
Liz Killpack
Diane Killpack
Diane Killpack

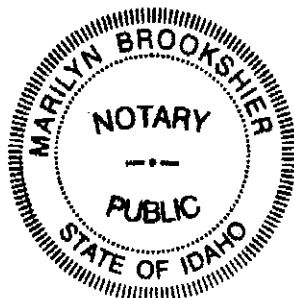
State of Idaho)

SS:

County of Bingham

On this 29th day of June, 2005, before me, the undersigned, a Notary Public in and for the State, personally appeared Todd Killpack, Liz Killpack, Garry Killpack, Diane Killpack known to me or proved to me to be the owners, the person whose name is subscribed to the foregoing instrument and acknowledge to me that they 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.



Marilyn Brookshier
Notary Public
Residing in Blackfoot, Idaho
My Commission Expires: 03/30/2006

PART OF
THE SE 1/4 OF
SECTION 6, T. 1 S., R. 38 E.B.M.
BINGHAM COUNTY, IDAHO

W 1/4 COR SEC 5
FOUND ALUM. CAP
CP&F INST. NO.
479687

CENTER SECTION
CALCULATED ONLY

5 09°33'22" W
3168.04'

1229.67'

5 09°33'22" E
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804.16'

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RECORDED'S CERTIFICATE
I, Roger D. Jolly, a Registered Professional Land Surveyor, do hereby certify that the foregoing is a true and correct copy of the survey completed under my supervision.
Signed at _____
Date _____
County Recorder _____



SURVEYORS CERTIFICATE

I, Roger D. Jolly, a Registered Professional Land Surveyor, do hereby certify that the foregoing is a true and correct copy of the survey completed under my supervision.

Signed at _____
Date _____

0 50 100 200
SCALE: 1" = 100'
0 18" X 24" ONLY

CHANCE	BEARING	LENGTH	AREA
CD	50°11'42"	16.50	1.29
CD	80°11'42"	35.00	1.29
CD	110°11'42"	35.00	1.29
CD	140°11'42"	35.00	1.29
CD	170°11'42"	35.00	1.29
CD	200°11'42"	35.00	1.29
CD	230°11'42"	35.00	1.29
CD	260°11'42"	35.00	1.29
CD	290°11'42"	35.00	1.29
CD	320°11'42"	35.00	1.29

LEGEND

- Section Corner Control
- Parcel 1/2" x 24" Iron
- Parcel 1/2" x 24" Iron
- Found 1/2" Iron Rod

RECORD OF SURVEY

ROD HILPICK
SEC. 6, T. 1 S., R. 38 E.B.M.

HAVERLY-LEWIS SURVEYING, INC.
1000 W. 10th St., Suite 100
Boise, ID 83702
Phone: (208) 333-1111
Fax: (208) 333-1112
Email: hls@hlsurveying.com
Website: www.hlsurveying.com