# SUMMARY OF THE RIGHTS OF AN OWNER WHEN ADA COUNTY HIGHWAY DISTRICT SEEKS TO ACQUIRE PROPERTY THROUGH ITS POWER OF EMINENT DOMAIN.

- (1) The Ada County Highway District has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised when:
  - (a) The property is needed for a public use authorized by Idaho law;
  - (b) The taking of the property is necessary to such use;
- (c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.
- (2) The Ada County Highway District must negotiate with the property owner in good faith to purchase the property sought to be taken and/or to settle with the owner for any other damages which might result to the remainder of the owner's property.
- (3) The owner of private property to be acquired by the Ada County Highway District is entitled to be paid for any diminution in the value of the owner's remaining property which is caused by the taking and the use of the property taken proposed by the District. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code.
- (4) The value of the property to be taken is to be determined based upon the highest and best use of the property.
- (5) If the negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to assessment of damages from a court, jury, or referee as provided by Idaho law.
- (6) The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process, at the owner's cost and expense.
- (7) The Ada County Highway District shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the Ada County Highway District. Once a complaint for condemnation is filed, the Idaho Rules of Civil Procedure control the disclosure of appraisals.
- (8) The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which the Ada County Highway District condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by the Ada County Highway District by ten percent (10%) or more, the Ada County Highway District may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

- (9) The summary of rights is deemed delivered when sent by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.
- (10) If the Ada County Highway District desires to acquire property pursuant to Chapter 7, Eminent Domain, of Title 7, Idaho Code, the Ada County Highway District or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this Chapter 7, Eminent Domain, of Title 7, *Idaho Code*, null and void.
- (11) Under section 7-711(2)(b), Idaho Code, damages may be assessed for damages to a business. In order to recover for damages to a business, the property sought to be taken by the Ada County Highway District must constitute only a part of a larger parcel, the business must be owned by the person whose lands are sought to be taken or be located upon adjoining lands owned or held by such person, the business must have more than five (5) years standing, and the taking of a portion of the property and the construction of the improvement in the manner proposed by the Ada County Highway District must reasonably cause the damages. Business damages are not available if the loss can reasonably be prevented by relocation of the business or by taking steps that a reasonably prudent person would take, or for damages caused by temporary business interruption due to construction. Compensation for business damages shall not be duplicated in the compensation otherwise available to the property owner under paragraphs (2), (3) and (4) of this Summary. Section 7-711(2)(b), Idaho Code, sets forth the procedures an owner claiming business damages must take, and the timing thereof, in the event the negotiations to purchase the property and settle damages are unsuccessful and an action in condemnation is filed by the Ada County Highway District.
- (12) Nothing in this summary of rights changes the assessment of damages set forth in section 7-711, Idaho Code.



Alexis Pickering, President Miranda Gold, Vice-President Jim Hansen, Commissioner Kent Goldthorpe, Commissioner Dave McKinney, Commissioner

November 6, 2024

Tapestry Subdivision Homeowners' Association, Inc. 9551 W Chadwick Dr. Boise, ID 83704

Re: Project No. 321062 / 522038

Project Name: Linder Rd, Overland Rd to Franklin Rd

Parcel No.: 13,15,16

Subject Property Address: TBD S Linder Rd & NNA W Bayeux Dr, Meridian, ID 83642

Dear Tapestry Subdivision Homeowners' Association, Inc.,

As you are aware, Ada County Highway District (ACHD) has an improvement project planned for Linder Road and the Linder Road Overpass. Your property is located within the planned project area and it is necessary for ACHD to acquire specific rights therein. As a negotiator for the ACHD Right-of-Way Section, I am authorized to work with you to purchase the rights that are required for this project.

ACHD has had an appraisal prepared by a qualified appraiser (copy enclosed) which identifies the rights required. Market value for the property needed for the project is established at \$50,337.25, based on recent comparable land sales in the area. ACHD believes this to be Just Compensation. The offer made herein is detailed in the enclosed acquisition packet, which contains the following documents:

- Compensation Summary
- Sale and Purchase Agreement
- Warranty Deed
- Temporary Construction Easement
- Permanent Easement
- W-9 IRS Request for Taxpayer Identification Number and Certification
- Summary of Rights of an Owner
- Copy of your appraisal

The "Summary of Rights of an Owner" explains the right-of-way acquisition process and procedures and your rights as an affected property owner. The Compensation Summary provides a breakdown of the Just Compensation offered.

Please review the enclosed documents and, if they are acceptable to you, sign them as indicated and return the originals to this office in the envelope provided. Once the properly signed documents and forms have been received, normal processing takes about 30 days. Please note the <u>Warranty Deed</u> needs to be signed in front of a Notary Public.

connecting you to more

I want to allow you ample time to read and understand the enclosed documents, but please realize time is of the essence. Please don't hesitate to call or email me with any questions or concerns you may have or to set up a meeting with me. **ACHD will allow 30 days** for you to consider and respond to this offer. I will follow up if I don't hear from you within that time.

Your cooperation and prompt attention to this matter are greatly appreciated. I look forward to hearing from you.

Sincerely,

Joie Ruppert Perry Right-of-Way Agent Contract Land Staff, LLC

Joey.ruppertperry@contractlandstaff.com

Hupper Berry

Enclosures as stated

# MARKET VALUE APPRAISAL TAPESTRY HOA PROP. (PAR. NO. 13, 15, 16) SOUTH LINDER ROAD MERIDIAN, ADA COUNTY, IDAHO

# FOR

Ms. MICHELE WHITE, SR/WA SENIOR RIGHT OF WAY AGENT ADA COUNTY HIGHWAY DISTRICT 3775 ADAMS STREET GARDEN CITY, ID 83714

BY

ROBERT C. WILLIAMS, MAI RC WILLIAMS & ASSOCIATES 1509 S. DIVISION AVENUE BOISE, IDAHO 83706

# RC WILLIAMS & ASSOCIATES REAL ESTATE APPRAISING AND CONSULTING

1509 South Division Avenue Boise, ID 83706 www.appraisaloffices.com rcw@appraisaloffices.com (208) 867-0426

September 18, 2024

Ms. Michele White, SR/WA Senior Right of Way Agent Ada County Highway District 3775 Adams Street Garden City, ID 83714

RE: Market Value Appraisal Report (ITD-2288)

Tapestry Subdivision Homeowners Association Property

South Linder Road

Meridian, Ada County, Idaho

PROJECT NO:

522038.001

KEY NO .:

NA

PARCEL NO .:

13, 15 and 16

PLANS SHEET NO .:

R10 and R11 of 15

PLANS SHEET DATE: PARCEL I.D.NO.:

April 26, 2024

PROPERTY OWNER'S NAME:

 $R8618270160,\,270010\;\text{and}\;270020$ 

PROPERTY APPRECA

Tapestry Subdivision HOA

PROPERTY ADDRESS: OWNER'S ADDRESS:

South Linder Road, Meridian, ID 83642 9551 W. Chadwick Drive, Boise, ID 83704

R/W REQUIREMENT:

1,723 Sq. Ft.

PERMANENT EASEMENT:

641 Sq. Ft.

TEMPORARY EASEMENT:

105 Sq. Ft.

In accordance with our agreement, I hereby transmit my appraisal report on the above referenced parcel. This report represents my opinion of the present market value of the rights being acquired, subject to any extraordinary assumptions, limiting conditions, or legal instructions as attached.

By reason of investigation, study and analysis, my opinion of market value of the requirement as of July 28, 2024 is \$50,337.25.

Respectfully submitted,

Robert C. Williams Appraisals, Inc.

Robert C. Williams, MAI

Certified Appraiser CGA-6



# **Appraisal Report**

ITD 2288 (Rev. 11-13)

\$\_

Key Number	Project Number			Parcel Number	Parcel ID Numb	7.7-53
NA	522038.001			13, 15 and 16	R8618270160, 270020	270010 and
Property Owne	r's Name					
Tapestry Sub	division Homeow	ners Association				
Address						
9551 W. Cha	dwick Drive					
City, State, Zip						
Boise, ID 837	04		_ = = = = = = = = = = = = = = = = = = =			
Purpose and Ir at the time of the purpose will be utilized Road to Frankers Real Property	ntended Use of App he assignment) of this appraisal id by the Ada Cou	ighway District. The interraiser's Opinions and Constant to estimate the market inty Highway District to ements Project. No other aised	clusions (As et value for purchase t	identified by the appraise the right-of-way require the right-of-way in conj	er, based on communic rement and/or assocunction with the Lind	ation with the client lated easements. It ler Road, Overland
[DAVID) D .	PRIC	Investigation in the				
R/W Plans Dat		R/W Plan Sheet Number				
April 26, 2024		R10 and R11 of 15	<u>-</u>			
Purpose of F	Requirement		Require	ment		
☐ Quarry or G	ravel Site		Total Ow	nership	.225 per Assessor	☐ Ac ☐ Sq Ft
☐ Maintenand	e Site		Area Reg	uired (Fee)	1,723	☐ Ac ⊠ Sq Ft
☐ Surplus Pro	perty		Permane	nt Easement Required	641	☐ Ac ⊠ Sq Ft
	ght-of-Way		Tempora	ry Easement Required	105	☐ Ac ⊠ Sq Ft
☐ Other (Expl	ain)		Type of A	ccess Control (Before an	d After)	
			Standard	d Ada County Highway	District Policy	
Subject Proper	ty Address or Local	tion			County	
South Linder	Road, Meridian, I	daho			Ada	
Sale History	Ten Year His	story of Title 🖂 Ti	tle Precedes	10 years (Give information	on for the last recorded	sale)
Year of Sale	ŧ	Seller's Name		Buyer's Name		Sales Price
2010	Corey	Barton Homes, Inc.		Tapestry Subdivision	n HOA \$	NA

Key Number	Project Number	Parcel Number	Parcel ID Number
NA	522038.001	13, 15 and 16	R8618270160, 270010 and 270020

### Date of Inspection and Invitation

I offered the Tapestry Subdivision	<u>1 HOA</u> , who is t	he property or	wner, an or	portunity to ac	ccompany me on	my inspection of	of this
property by $\square$ personal contact	☐ telephone	□ letter on □	7/12/2024.	This invitation	was accepte	ed 🗌 declined.	The
telephone number of the owner or	representative	contacted is:	NA The	property owne	r did not respond	to the contact le	tter.
I personally inspected the subject	property on 7/2	<u>8/2024</u> .					

<u>Definition of Market Value:</u> The definition from UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions), as follows shall be used: "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."

**Description of Subject Property** (Identify and provide a summary description of the real property, personal property, or tangible items appraised, such as location, physical features, area, city and neighborhood data, legal use, economic property characteristics, zoning and flood hazard statement, if applicable. Identify any personal property, trade fixtures, or intangible items that are not real property and if they <u>are or are not</u> part of this appraisal.)

The Subject Property is located within the Meridian-Center section of the COMPASS Ada County Demographic Planning Area and within the Meridian City limits. It is a relatively large area which includes the Meridian downtown. The majority of the overall area contains residential subdivisions. The Subject is located along Linder Road, north of Interstate 84. This section of Linder Road is designated as a Principal Arterial Road. Fairview Avenue and Franklin Road are Principal Arterial Roads which run through the neighborhood in an east/west direction. Fairview Avenue is heavily developed with a variety of general commercial and service commercial uses. The majority of Franklin Road is commercial and light industrial uses. The primary north/south roads include: Ten Mile Road, Meridian Road and Eagle Road. They are classified as Principal Arterial Roads. All three include an interchange with Interstate 84 and provide access plus linkage between north Meridian and south Meridian. Meridian Road and Main Street run through the original downtown core area. The overall Meridian market area is experiencing significant growth which will likely continue, due to the availability of land and the ongoing extension of utilities.

The Subject Property is comprised of three platted lots within the overall Tapestry Subdivision and which are used as common area. The Parcels front on the west side of South Linder Road. The Parcels are generally rectangular in shape (see the plat map in the addenda) and per the Ada County Assessor contain a combined area of .225 acres. The Lots appear to have good soil bearing characteristics as evidenced by construction in the neighborhood. The Linder Road frontage is improved with detached concrete sidewalks. The Bayeux Drive frontages are improved with concrete curb, gutter and sidewalk. All utilities are available. The lots are improved with common area landscaping.

### Scope of Work

Identify the problem to be solved (extent of property identification, extent of tangible property inspection)

The appraiser viewed the Subject Property and surrounding neighborhood. The appraiser located and inspected the requirement to identify and examine the physical characteristics of the area to be acquired. The current zoning status was confirmed and the utilities availability was checked. The highest and best use of the site was determined in order to select the appropriate comparable sales. It is a hypothetical condition of this appraisal to disregard any increase or decrease in the before market value of the Property that has been caused by the Linder Road, Overland Road to Franklin Road Improvements Project. It is also a hypothetical condition of this appraisal that the Project will be constructed as designed.

Identify the type and extent of data research performed

The data collection portion of the appraisal assignment is to identify and confirm recent sales of comparable properties from the Subject neighborhood that are considered to have similar economic and physical features to that of the Subject Property. Because comparable sales from the Subject neighborhood are limited due to current market conditions, the comparables search must then be expanded to the greater Ada County market area. The sources of data included interviews with buyers and sellers, other

Key Number	Project Number	Parcel Number	Parcel ID Number
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appraisers, realtors and persons knowledgeable of the Subject Property market place. Idaho is a non-disclosure state. Reasonable efforts are made to verify the accuracy of the sale information and it is expressly assumed that the information has been factually provided by the various reporting parties. In this appraisal, sales will be compared to the Subject using a standard unit of comparison. An extensive search was conducted in an attempt to collect all relevant land sales in the market area. This market data is considered the most current and pertinent available.

Identify the type and extent of analyses applied to arrive at opinions or conclusions

In developing real estate appraisals, there are three approaches that may be used in the estimation of market value. The utilization of all three is not always required or necessary, depending on the appraisal problem. When estimating land value for partial acquisitions only a vacant land analyses is required to estimate the market value of the Subject Site. This is accomplished by using the Direct Sales Comparison Method, which compares the Subject to other similar, vacant sites, which have sold in the recent past. It provides for a credible result given the intended use, property characteristics and type of value sought. The Income Capitalization Approach and the Improved Sales Comparison Approach are not considered usual valuation approaches, are not typically developed when estimating land value and are not necessary for a credible result. Consideration for any potential severance damages was a part of the scope of this appraisal assignment. The potential contributory value of any site improvements was also determined. To the best of my knowledge and understanding, this appraisal is in accordance with the State's latest Appraisal Guide and the Uniform Standards of Professional Appraisal Practice (USPAP).

**Summarize information** analyzed, methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions. Give reason for exclusion of the sales comparison approach, cost approach, or income approach.

The appraisal process follows a logical series of steps, which allow the appraiser to develop and support a market value estimate for the Subject Property. Typically, there are three approaches used to develop and support an indication of market value. These approaches use three different types of information from the market place when available. They are the Sales Comparison Approach, the Income Capitalization Approach and the Cost Approach. Per the ITD-2288 Form Appraisal Report, only the Direct Sales Comparison Method using recent sales of similar vacant sites is required, or considered necessary to achieve a credible result for a partial acquisition.

### Description of Area to be Acquired, Remainder, Access Control Issues and Summary of Appraisal Problem

The requirements consist of small areas from Parcels 13 and 15. There are permanent easements needed on Parcels 13, 15 and 16. There is also a temporary construction easement needed on Parcel 15. Based on the legal descriptions provided to the appraiser by the Ada County Highway District, the requirements contain a combined 1,723 square feet, the permanent easements contain a combined 641 square feet and the temporary construction easement contains 105 square feet. This area is required in order to facilitate the construction of the widened Linder Road and for new curb, gutter and sidewalk to be installed. The permanent easements are located behind the requirement and are for small slopes. The temporary construction easement is needed to tie the Site back into the new road improvements. Although the permanent easements to be acquired in this case are for the aforementioned items, the permanent easement document allows for all construction, operation and maintenance of roadside improvements. It generally allows for everything but the road itself. There are compensable items located within the requirement area. The Project Plans indicate that the ground cover and sprinklers in the easement areas will be repaired/replaced. The balance of the Subject Property or remainder is left intact. There is no loss in value or damage to the remainder. The access to this property is controlled by standard Ada County Highway District policy. The access control is the same, both before and after the requirement.

**Discussion of Improvements** ITD does not require valuation of "unaffected improvements", i.e., houses, buildings, etc. not damaged

The compensable improvements include the sprinklered turf and vinyl fence.

Present analysis of physically possible, legally permissible, financially feasible, and maximally productive both as if "vacant" and as if "improved" for the larger parcel.

The Subject is located within a Medium Density Residential Zoning District (R-8) of Meridian City. The purpose of this district is to provide for housing opportunities within the urban community. Per an inspection of the Subject Site, the soil bearing ITD 2288, Appraisal Report (Rev. 11-13)

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characteristics and drainage appear adequate to support most types of the aforementioned improvements. All utilities are available. The Subject is surrounded by residential subdivisions. The Subject Property's residential zoning and recorded covenants and restrictions usually preclude other types of development. Based on recent market activity it is likely that various residential uses are financially feasible. Considering the Subject's location, land use and size, a residential use is the highest and best use of the Site as though vacant. Given the nature of the Subject real estate, the conclusion of highest and best use is inferred based primarily on logic and observed evidence.

The Subject Property is common area. It is valued using the "across the fence" method whereby the value of the Subject Parcel is reflected in the contributory value of a smaller strip of land adjacent to the individual lots in the subdivision development ("Larger Parcel"). Accordingly, the unit value for the Subject Parcels is based on the associated platted residential lots. The lot sizes in the Tapestry Subdivision range from .12 acres to .15 acres. The typical size lot is approximately .13 acres. A lot size of .13 acres will be used for comparison purposes.

The highest and best use as improved is Subdivision common area. There is no alternative use that would warrant the removal of these improvements at this time.

### **Additional Discussion**

None

Comparative Anal	ysis		
Sale No.	Sales Price	Sales Price Per ☐ Ac ☐ Sq Ft ☐ Parcel	Sales Date
19	\$250,000	\$29.43	July 2024
Discussion			
size is larger than location is consider	the Subject. The comparable's B	Wilson Street, south of West Douglas Street (12 oise location is considered superior; however, t similar. With respect to physical characteristics,	the specific neighborhood
Indicated Adjusted Ur	nit Value of <u>Subject</u>	☐ Ac ☐ Sq Ft ☐ Parcel	
Similar overall, in the	ne range of \$29.43 per square foot	t. ☐ Ac ☐ Sq Ft ☐ Parcel	
Sale No.	Sales Price	Sales Price Per ☐ Ac ☐ Sq Ft ☐ Parcel	Sales Date
20	\$179,900	\$29.93	July 2024
Discussion			
Street). The size in eighborhood local	s similar to the Subject. The co	Roosevelt Street, across from West Wood Acres C mparable's Boise location is considered superi overall location is similar. With respect to phy ar.	or; however, the specific
Indicated Adjusted Un Similar overall, in the	nit Value of <u>Subject</u> ne range of \$29.93 per square foot	t.	

NA Number	Project Number 522038.001	on the contract of the contrac			Parcel ID Number R8618270160, 270010 and 270020	
Sale No. 21		Sales Price \$185,000	Sales Price P	er □ Ac ⊠ Sq Ft	Parcel	Sales Date April 2024
The size is sillocation is con	milar to the Sub	on the east side of South A bject. The comparable's Bo r. The overall location is si hilar.	oise location is	considered superior	r; however, t	he specific neighborhood
	sted Unit Value of II, in the range o	Subject of \$31.00 per square foot.	☐ Ac ⊠	Sq Ft		
Sale No.		Sales Price	Sales Price P	er □ Ac ⊠ Sq Ft	Parcel	Sales Date
22		\$155,000	\$28.24			February 2024
size is similar is considered	to the Subject.	on the north side of West I The comparable's Boise loo overall location is similar.	cation is consid	ered superior; however	ver, the spec	ific neighborhood location
	sted Unit Value of II, in the range o	Subject of \$28.24 per square foot.	□ Ac ⊠	Sq Ft ☐ Parcel		

Key Number	Project Number	Parcel Number	Parcel ID Number
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### SUMMARY OF INDICATED UNIT VALUES

Comparable	No. 19	No. 20	No. 21	No. 22
Date of Sale	7/2024	7/2024	4/2024	2/2024
Sale Price	\$250,000	\$179,900	\$185,000	\$155,000
Size/Acres	.195	.138	.137	.126
\$ per Sq. Ft.	\$29.43	\$29.93	\$31.00	\$28.24
Financing Terms	Cash	Cash	Cash	Cash
Conditions of Sale	Typical	Typical	Typical	Typical
Time*	\$29.43	\$29.93	\$31.00	\$28.24
Size	Larger	Similar	Similar	Similar
Location	Similar	Similar	Similar	Similar
Physical Characteristics	Similar -	Similar	Similar	Similar
Zoning/Entitlements	Similar	Similar	Similar	Similar
Overall Comparability	Similar	Similar	Similar	Similar

<sup>\*</sup> Current market conditions are considered; the amount of overall land sales activity has decreased over the last 12 months. The significant price increases that had occurred through 2021 appear to have stopped the first quarter of 2022. Starting the second quarter of 2022 there appears to be a general price drop in the residential land market. General and some specific market information plus market participants report a drop in median sales prices, the number of closed sales, building permits and the purchase of development land. Based on a variety of sources (TOK Commercial, Intermountain MLS, BoiseDev, LandproData, market participants, etc.) it is estimated that there had been a market correction with a 10% drop in prices in the overall residential market. Starting in the second quarter of 2023 it appears that the decreases have leveled off. No time adjustment is applied after that time frame. With respect to the above comparables utilized in this report, they are all considered current and no adjustment is indicated. The most recent pertinent sales available are utilized.

Key Number	Project Number	Parcel Nu	mber	Parcel ID Nu	
NA	522038.001	13, 15 ar	d 16	R86182701 270020	60, 270010 and
inal Correlation	n of Value				
and zoning. A sales. All com and sales wh or current ma	parables are considered the best indicated the search of the Subject neighbor parables are located in areas which would have a courred over the latest period of the conditions and size. Based on the search concluded the indicated value nearly.	rhood and surrounding are uld compete directly or indi time is considered adequa trengths and weaknesses	a has revea ectly with the te for analy of the Subject	aled the aforer the Subject Pr sis purposes. ect Site in rela	mentioned comparable operty. The number on Consideration is given tion to the comparable to the compar
ACHD sidewa Sidewalk East permanent ea	to the proposed requirement area (1,72 alk legal description, 1,476 square feet sement (Recordation No. 106190773). assement. The remaining value of this er The remaining requirement area that is r	of the requirement area is Therefore, this section of cumbered area is conside	currently e the require ed to be 5	encumbered be ement is alrea	y a Permanent ACHI ady encumbered by
as building se	the permanent easements are paid at 9 tback purposes, density transfer, and pocquired per the standard ACHD perman	tential or calculated landso	aping area	, etc. Howeve	r, based on the overa
	t	ent easement document, ti	e remainin	g utility is limit	ed.
	y construction easement is typically value ty Highway District to perform construct	ued at 10% of the fee simp	e value. T		
he Ada Coun	y construction easement is typically val	ued at 10% of the fee simp on work over a one-year te	le value. T rm.	his area is bas	sically being rented by
the Ada Coun	y construction easement is typically value ty Highway District to perform construct	ued at 10% of the fee simp on work over a one-year te	le value. T rm. er square f	his area is bas	sically being rented by
the Ada Country For ACHD information Final Conclusion \$30.00	y construction easement is typically value ty Highway District to perform construct ormational purposes the 2024 Subject S	ued at 10% of the fee simp on work over a one-year te ites assessed value is \$0 p	le value. T rm. er square f	his area is bas	sically being rented by
he Ada Country  For ACHD infinal Conclusion  30.00  /aluation of	y construction easement is typically value ty Highway District to perform construct ormational purposes the 2024 Subject Son of Subject Unit Value	ued at 10% of the fee simp on work over a one-year te ites assessed value is \$0 p ☐ Ac ☐ Sq Ft ☐	e value. Torm. er square f Parcel Subtotal	his area is bas	sically being rented by on Common Area).
The Ada Country of ACHD informal Conclusions 30.00  Valuation of Requirement	y construction easement is typically value ty Highway District to perform construct ormational purposes the 2024 Subject Son of Subject Unit Value    Requirement or Total Parcel     247	ued at 10% of the fee simp on work over a one-year te ites assessed value is \$0 p ☐ Ac ☐ Sq Ft ☐	e value. Trm. er square f Parcel Subtotal	his area is bas	sically being rented by on Common Area).
he Ada Counter ACHD infinal Conclusions 30.00  /aluation of Requirement Encumbered	y construction easement is typically value ty Highway District to perform construct cormational purposes the 2024 Subject Son of Subject Unit Value    Requirement or Total Parcel     247	ued at 10% of the fee simp on work over a one-year te ites assessed value is \$0 p	e value. Trm. er square f Parcel Subtotal \$ 7,41	his area is based foot (Subdivision 10.00 \$	on Common Area).  Total
the Ada Country For ACHD informal Conclusion \$30.00	y construction easement is typically value  ormational purposes the 2024 Subject Son of Subject Unit Value  Requirement or Total Parcel	ued at 10% of the fee simple on work over a one-year testites assessed value is \$0 pc    ☐ Ac ☐ Sq Ft ☐  ② \$	e value. Trm. er square f Parcel  Subtotal  \$ 7,41 \$ 22,1 \$ 17,3	foot (Subdivision 10.00 \$ 07.00 \$	on Common Area).  Total
he Ada Country  For ACHD infinal Conclusion  530.00  Valuation of  Requirement  Encumbered  Perm Easement  Temp Easement	y construction easement is typically value  ormational purposes the 2024 Subject Son of Subject Unit Value  Requirement or Total Parcel	ued at 10% of the fee simp on work over a one-year te ites assessed value is \$0 p  □ Ac ☑ Sq Ft □  ② \$ 30.00/Sq.Ft. =  ② \$ 30.00/Sq.Ft. x 50% =  ② \$ 30.00/Sq.Ft x 90 % =	e value. Trm. er square f Parcel  Subtotal  \$ 7,41 \$ 22,1 \$ 17,3	foot (Subdivision 10.00 \$ 07.00	on Common Area).  Total  29,550.00
For ACHD infinal Conclusions 30.00  /aluation of Requirement Encumbered Perm Easement Temp Easement	y construction easement is typically value ty Highway District to perform construct cormational purposes the 2024 Subject Son of Subject Unit Value    Requirement or Total Parcel     247	ued at 10% of the fee simp on work over a one-year te ites assessed value is \$0 p  □ Ac □ Sq Ft □  ② \$ 30.00/Sq.Ft. =  ② \$ 30.00/Sq.Ft. x 50% =  ② \$ 30.00/Sq.Ft x 90 % =  ② \$ 30.00/Sq.Ft x 10 % =	e value. Trm. er square f Parcel  Subtotal \$ 7,41 \$ 22,1 \$ 17,3 \$ 31	foot (Subdivision 10.00 \$ 07.00	on Common Area).  Total  29,550.00
For ACHD infinal Conclusion  30.00  /aluation of Requirement Encumbered Perm Easement Temp Easement Temp Easement Sprinklered (	y construction easement is typically value ty Highway District to perform construct cormational purposes the 2024 Subject Son of Subject Unit Value    Requirement or Total Parcel     247	ued at 10% of the fee simp on work over a one-year te ites assessed value is \$0 p  □ Ac □ Sq Ft □  ② \$ 30.00/Sq.Ft. = ② \$ 30.00/Sq.Ft. × 50% = ② \$ 30.00/Sq.Ft × 10 % = ③	s	foot (Subdivision 10.00 sold 10.0	on Common Area).  Total  29,550.00
the Ada Countries of ACHD infinal Conclusions 30.00  Valuation of Requirement Encumbered Perm Easement Temp Easement Sprinklered (Sprinklered (Sprin	y construction easement is typically value ty Highway District to perform construct cormational purposes the 2024 Subject Son of Subject Unit Value    Requirement or Total Parcel	ued at 10% of the fee simp on work over a one-year te ites assessed value is \$0 p  □ Ac □ Sq Ft □  ② \$ 30.00/Sq.Ft. = ② \$ 30.00/Sq.Ft. × 50% = ② \$ 30.00/Sq.Ft × 10 % = ③	s	10.00 40.00 5.00 \$	on Common Area).  Total  29,550.00

\$ \_\_\_\_3,165.25

\*Franz Witte/Cloverdale Nursery/Farwest Landscape/Impact Excavating Marshall & Swift Valuation Services/Work Files/Contributory Value

Key Number NA	522038.001	Parcel Number 13, 15 and 16	Parcel ID Number R8618270160, 270010 and 270020
Loss in Value	e to Remainder (Severance/Mi	or Damages, Access Control Explanation	
NA			
			\$0
Cost to Cure	Items (Explain and Support)		
NA			
			\$0
		Total Fair Market	t Value \$ 50,337.25
Signature C	10001		
Signature	lia. Dtulo	Laws Signature	
Report Date September 18	3, 2024	Effective Date of Appraisal July 28, 2024	
257 27 72-45	a large many of the last value allegations are a	to the contact letter.	

Key Number	Project Number	Parcel Number	Parcel ID Number
NA	522038.001	13, 15 and 16	R8618270160, 270010 and 270020

# Other Attachments or References (As Applicable)

	In box indicates <u>required in report</u>
	Letter of transmittal
	Appraiser's certification
	R/W plans sheet or map
	Assumptions and limiting conditions
	Qualifications of appraiser
	Numbered subject photos (with project lines, location map, and labeled with date and photographer) and interior photos, if affected
5	Assessors valuation (must include category and value per category) and plat map
	Legal description
	Zoning information
	Comparable sales location map and sufficient directions
	Numbered photos of comparables (location map and labeled with date and photographer)
	Title report (if supplied)
$\boxtimes$	Supporting bids, if applicable
$\boxtimes$	Salvage value estimate of affected improvements, if applicable
$\boxtimes$	Sign identification, photograph(s), and location, if applicable
$\boxtimes$	Floor plan sketch, if applicable
$\boxtimes$	Sketch of property showing improvements, if applicable
$\boxtimes$	Fixture inventory (ITD 5204), if applicable
$\boxtimes$	Identify tenant-owned property and ownership within R/W requirement, if applicable
$\boxtimes$	Economic rent information of impacted improvements and rental history, if applicable
$\boxtimes$	Property owner advice of rights form
П	Other

Insert additional information/displays as necessary after this page

There are no additional information/displays.



# **Appraiser's Certification**

Idaho Transportation Department

ITD 1896 (Rev. 01-12) itd.idaho.gov

Key Number	Project Number	Parcel Number	Parcel ID Number
NA	522038.001	13, 15 and 16	R8618270160, 270010 and 270020

I certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions; legal instructions are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property appraised that is the subject of this report, and no personal
  interest or bias with respect to the parties involved.
- My compensation for completing this assignment is not contingent upon the analysis, opinions, or conclusions reached
  or reported or the development or reporting of a predetermined value or direction in value that favors the cause of the
  client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event
  directly related to the intended use of this appraisal.
- I have performed no (or the specified) services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Idaho Transportation Department's Appraisal Guide, the Uniform Appraisal Standards for Federal Land Acquisitions, and the appraisal Foundation's Uniform Standards for Professional Appraisal Practice, except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocations of USPAP's Jurisdictional Exception Rule as described in Section D-1 of the Uniform Appraisal Standards for Federal Land Acquisitions.
- I have \infty have not \infty made a personal inspection of the property appraised that is the subject of this report. The property owner or his/her designated representative was given the opportunity to accompany the appraiser on the property inspection as stated in the appraisal report.
- No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise stated
- I understand that this report may be used in connection with the acquisition of right-of-way for a project to be constructed by the state of Idaho.
- I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Idaho
  Transportation Department and I will not do so until so authorized by said officials, or until I am required to do so by
  due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- I have, in making said appraisal, disregarded any decrease or increase in the market value of the real property prior to the
  date of valuation caused by the subject project for which said property is being acquired, or by the likelihood that the
  property would be acquired for such a project, other than that due to physical deterioration within the reasonable control
  of the owner(s).
- Such appraisal has been made in conformity with the appropriate state laws, regulations, policies, and procedures
  applicable to appraisal of right-of-way for such purposes; and no portion of the value assigned to such property consists
  of items that are non-compensable under the established law of said state.
- My opinion of the fair market value of the rights being acquired in the property as of July 28, 2024 is
   Fifty Thousand Three Hundred Thirty Seven Dollars and Twenty Five Cents (\$50,337.25), based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature	Appraiser's License No.	Date
Robot C. Welliams	CGA-6	9/18/24
Appraiser's Signature	Appraiser's License No.	Date
800 634	V0.25	

# **CERTIFICATION OF VALUE**

Property Location:

South Linder Road

Meridian, Ada County, Idaho

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation is not contingent upon the report of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, the Code of Professional Ethics, and the Standards of Professional Practice of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this report.
- the use of this report is subject to the requirements of the Appraisal Institute and the State of Idaho relating to review by its duly authorized representatives.
- as of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute and the State of Idaho.

Robert C. Williams, MAI Certified Appraiser CGA-6

# ASSUMPTIONS AND LIMITING CONDITIONS:

This Appraisal Report is subject to the following assumptions and limiting conditions:

- The legal description furnished is assumed to be correct. No other legal matters are considered. The property is appraised assuming a clear and merchantable title.
- The sketch in this report is included to assist the reader in visualizing the property. The appraiser has not surveyed the property and no liability is assumed in connection with such matters.
- Certain information contained in this report was furnished by others. It is believed
  to be accurate and was confirmed to the best of my ability. The right is reserved
  to modify the conclusions if an error is discovered.
- Robert C. Williams is an active member of the Appraisal Institute. The Bylaws and Regulations of the Appraisal Institute require each member to control the use and distribution of each appraisal report.
- None of this appraisal, neither part nor whole, shall be disseminated to the general public by use of advertising media, public relations media, sales media, or other media for public communication, without the prior written consent of the appraiser.
- 6. Employment to perform this appraisal does not require court testimony unless satisfactory arrangements are made in advance.
- The data and conclusions found in this appraisal are a part of the whole valuation. No part of this appraisal may be used out of context, as it could be misleading.
- 8. In order to better estimate the value of the property as a whole, the value of the land and the improvements may be shown separately; however, the value shown for either may or may not be its correct market value.
- 9. It is assumed by the appraiser, and the value is contingent upon the improvements meeting all applicable building codes. It is also assumed that all applicable zoning and use regulations are being complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

- 10. The appraiser assumes there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it less valuable. No study has been made to determine whether structures may have an infestation such as termites or dry rot. The appraiser assumes no responsibility for any other hidden defects or conditions such as substandard insulation, plumbing, wiring, water leaks, defective roofs or settlement which may exist. The appraiser does not warranty the property and the client should satisfy himself that the condition of the property is acceptable.
- 11. The Subject Property will be under management that is competent and ownership that is responsible.
- 12. It is assumed that the utilization of the land and improvements is within the legal boundaries or property lines and that there is no encroachment or trespass unless noted in the report.
- 13. Subsurface rights (minerals, oil, etc.) are not classified or considered in performing this appraisal.
- 14. Unless environmental studies are made available by a registered professional environmental engineer, at the client's expense, it is assumed the site or structure has not been damaged by hazardous materials or toxic substances. The appraiser is not trained to detect or analyze the remedy for such conditions. Contamination is considered a liability to the property and the property owner. The reported value is based upon the assumption that these materials or substances do not exist in or on the Subject Property.
- 15. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I am not a Professional Architect and I have not been provided with a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the Subject Property.

- 16. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.
- 17. It is assumed that the Project will be constructed as shown on the Project Plans dated April 26, 2024.
- 18. It is a hypothetical condition of this appraisal to disregard any increase or decrease in the before market value of the Property that has been caused by the Project. The use of the hypothetical condition might have affected the assignment results.
- 19. It is also a hypothetical condition of this appraisal that the Project will be constructed as designed. The use of the hypothetical condition might have affected the assignment results.

# SUMMARY OF THE RIGHTS OF AN OWNER WHEN ADA COUNTY HIGHWAY DISTRICT SEEKS TO ACQUIRE PROPERTY THROUGH ITS POWER OF EMINENT DOMAIN.

- (1) The Ada County Highway District has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised when:
  - (a) The property is needed for a public use authorized by Idaho law;
  - (b) The taking of the property is necessary to such use;
- (c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.
- (2) The Ada County Highway District must negotiate with the property owner in good faith to purchase the property sought to be taken and/or to settle with the owner for any other damages which might result to the remainder of the owner's property.
- (3) The owner of private property to be acquired by the Ada County Highway District is entitled to be paid for any diminution in the value of the owner's remaining property which is caused by the taking and the use of the property taken proposed by the District. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code.
- (4) The value of the property to be taken is to be determined based upon the highest and best use of the property.
- (5) If the negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to assessment of damages from a court, jury, or referee as provided by Idaho law.
- (6) The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process, at the owner's cost and expense.
- (7) The Ada County Highway District shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the Ada County Highway District. Once a complaint for condemnation is filed, the Idaho Rules of Civil Procedure control the disclosure of appraisals.
- (8) The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which the Ada County Highway District condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by the Ada County Highway District by ten percent (10%) or more, the Ada County Highway District may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

- (9) The summary of rights is deemed delivered when sent by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.
- (10) If the Ada County Highway District desires to acquire property pursuant to Chapter 7, Eminent Domain, of Title 7, Idaho Code, the Ada County Highway District or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this Chapter 7, Eminent Domain, of Title 7, *Idaho Code*, null and void.
- (11) Under section 7-711(2)(b), Idaho Code, damages may be assessed for damages to a business. In order to recover for damages to a business, the property sought to be taken by the Ada County Highway District must constitute only a part of a larger parcel, the business must be owned by the person whose lands are sought to be taken or be located upon adjoining lands owned or held by such person, the business must have more than five (5) years standing, and the taking of a portion of the property and the construction of the improvement in the manner proposed by the Ada County Highway District must reasonably cause the damages. Business damages are not available if the loss can reasonably be prevented by relocation of the business or by taking steps that a reasonably prudent person would take, or for damages caused by temporary business interruption due to construction. Compensation for business damages shall not be duplicated in the compensation otherwise available to the property owner under paragraphs (2), (3) and (4) of this Summary. Section 7-711(2)(b), Idaho Code, sets forth the procedures an owner claiming business damages must take, and the timing thereof, in the event the negotiations to purchase the property and settle damages are unsuccessful and an action in condemnation is filed by the Ada County Highway District.
- (12) Nothing in this summary of rights changes the assessment of damages set forth in section 7-711, Idaho Code.



Project No. 522038, Linder Road
Parcel No. 13
Fee Acquisition Parcel 13 Tapestry Subdivision Homeowners Association Inc.
March 29, 2024

# Description for fee Acquisition – Parcel 13

A portion of Lot 1, Block 2, Plat of Tapestry Subdivision according to the Plat thereof, recorded in Book 99 of Plats, pages 12606 thru 12608, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of Section 14, Township 3 North, Range 1 West, said point being on the centerline of Linder Road Engineers Station (LRES) 62+94.78 as shown on the Right-of-Way Plan "Linder Road, Overland Road to Franklin Road" prepared by Keller Associates, from which the east 1/4 corner of said Section 14 bears, South 0°33'17" West, 2,657.40 feet; thence along the east line of said Section 14, South 0°33'17" West, 2,201.38 feet, to a point being on the centerline of (LRES) 40+93.40; thence leaving said east line North 89°26'43"West, 38.00 feet to a point on the Existing Right-of-Way line of Linder Road and the north line of said Lot 1, Block 2, said point being 38.00 feet left of (LRES) 40+93.40; said point being the POINT OF BEGINNING.

thence along said Existing Right-of-Way line, South 00°33'17" West, 116.08 feet, more or less, to the south line of said Lot 1, Block 2, being 38.00 feet left of (LRES) 39+77.31;

thence along said south line, North 89°12'59" West, 8.50 feet to the proposed new Right-of-Way line, being 46.50 feet left of (LRES) 39+77.35;

thence along said new Right-of-Way line, North 00°33'17" East, 64.11 feet, being 46.50 feet left of (LRES) 40+41.46;

thence continuing along said new Right-of-Way line, North 89°26'43" West, 1.50 feet, more or less, to the westerly boundary line of said Lot 1, Block 2, being 48.00 feet left of (LRES) 40+41.46;

thence along said new Right-of-Way line and the westerly boundary line of said Lot 1, Block 2, North 00°33'17" East, 61.94 feet, more or less, to the Existing Right-of-Way line of Bayeux Drive, being 48.00 feet left of (LRES) 41+03.40;

thence along said Existing Right-of-Way line, South 44°26'41" East, 14.14 feet to the POINT OF BEGINNING.

Containing 1,114 square feet or (0.026 acres), more or less.



Project No. 522038, Linder Road

Parcel No. 13

Permanent Easement Parcel 13 Tapestry Subdivision Homeowners Association Inc.

March 29, 2024

# Description for Permanent Easement - Parcel 13

A portion of Lot 1, Block 2, Plat of Tapestry Subdivision according to the Plat thereof, recorded in Book 99 of Plats, pages 12606 thru 12608, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of Section 14, Township 3 North, Range 1 West, said point being on the centerline of Linder Road Engineers Station (LRES) 62+94.78 as shown on the Right-of-Way Plan "Linder Road, Overland Road to Franklin Road" prepared by Keller Associates, from which the east 1/4 corner of said Section 14 bears, South 0°33'17" West, 2,657.40 feet; thence along the east line of said Section 14, South 0°33'17" West, 2,201.38 feet, to a point being on the centerline of (LRES) 40+93.40; thence leaving said east line North 89°26'43"West, 38.00 feet to a point on the Existing Right-of-Way line of Linder Road and the north line of said Lot 1, Block 2, said point being 38.00 feet left of (LRES) 40+93.40; thence along said Existing Right-of-Way line, South 00°33'17" West, 116.08 feet, more or less, to the south line of said Lot 1, Block 2, being 38.00 feet left of (LRES) 39+77.31; thence along said south line, North 89°12'59" West, 8.50 feet to the proposed new Right-of-Way line, being 46.50 feet left of (LRES) 39+77.35, said point being the POINT OF BEGINNING.

thence along said south line, North 89°12'59" West, 4.00 feet to the Permanent Easement line, being 50.50 feet left of (LRES) 39+77.36;

thence along said Permanent Easement line, North 00°33'17" East, 64.09 feet, more or less, to the boundary line of said Lot 1, Block 2, being 50.50 feet left of (LRES) 40+41.46;

thence along said boundary line, South 89°26'43" East, 2.50 feet, to the new Right-of-Way line, being 48.00 feet left of (LRES) 40+41.46;

thence continuing along said new Right-of-Way line, South 89°26'43" East, 1.50 feet, being 46.50 feet left of (LRES) 40+41.46;

thence continuing along said new Right-of-Way line, South 00°33'17" West, 64.11 feet, to the POINT OF BEGINNING.

Containing 256 square feet or (0.006 acres), more or less.

LAND



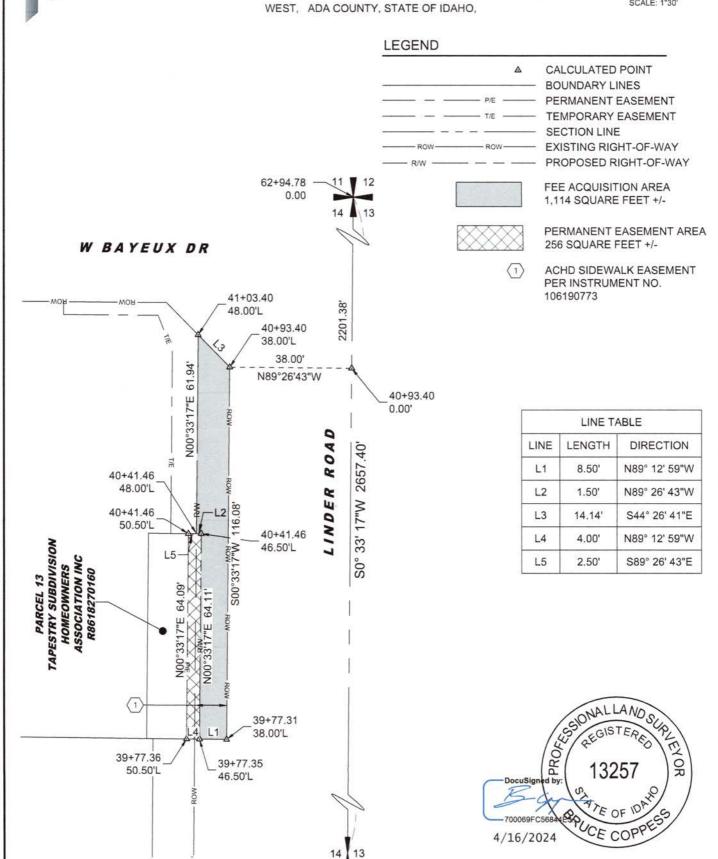
# ADA COUNTY HIGHWAY DISTRICT

# PARCEL 13 ACQUISITION EXHIBIT



LOCATED IN THE SE 1/4 OF THE NE 1/4, SECTION 13, TOWNSHIP 3 NORTH, RANGE 1





Overland Rd to Franklin Rd\CAD\LEGAL EXHIBIT\PARCEL Rd,



Project No. 522038, Linder Road
Parcel No. 15
Fee Acquisition Parcel 15 Tapestry Subdivision Homeowners Association Inc.
March 29, 2024

# Description for fee Acquisition - Parcel 15

A portion of Lot 1, Block 1, Plat of Tapestry Subdivision according to the Plat thereof, recorded in Book 99 of Plats, pages 12606 thru 12608, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of Section 14, Township 3 North, Range 1 West, said point being on the centerline of Linder Road Engineers Station (LRES) 62+94.78 as shown on the Right-of-Way Plan "Linder Road, Overland Road to Franklin Road" prepared by Keller Associates, from which the east 1/4 corner of said Section 14 bears, South 0°33'17" West, 2,657.40 feet; thence along the east line of said Section 14 South 0°33'17" West, 2,053.48 feet, to a point being on the centerline of (LRES) 42+41.30; thence leaving said east line North 89°26'43"West, 38.00 feet to a point on the Existing Right-of-Way line and the north line of said Lot 1, Block 1, said point being 38.00 feet left of (LRES) 42+41.30; said point being the POINT OF BEGINNING.

thence along said Existing Right-of-Way line, South 00°33'17" West, 57.91 feet, being 38.00 feet left of (LRES) 41+83.39;

thence continuing along said Existing Right-of-Way line, South 45°33'17" West, 27.14 feet to the proposed new Right-of-Way line, being 57.19 feet left of (LRES) 41+64.20;

thence along said new Right-of-Way line, North 23°03'17" East, 27.95 feet, being 46.50 feet left of (LRES) 41+90.02;

thence continuing along said new Right-of-Way line, North 00°33'17" East, 51.32 feet, more or less, to the north line of said Lot 1, Block 1, being 46.50 feet left of (LRES) 42+41.33;

thence along said north line, South 89°12'28" East, 8.50 feet, to the POINT OF BEGINNING.

Containing 609 square feet or (0.014 acres), more or less.





Project No. 522038, Linder Road

Parcel No. 15

Permanent Easement Parcel 15 Tapestry Subdivision Homeowners Association Inc.

March 29, 2024

# Description for Permanent Easement - Parcel 15

A portion of Lot 1, Block 1, Plat of Tapestry Subdivision according to the Plat thereof, recorded in Book 99 of Plats, pages 12606 thru 12608, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of Section 14, Township 3 North, Range 1 West, said point being on the centerline of Linder Road Engineers Station (LRES) 62+94.78 as shown on the Right-of-Way Plan "Linder Road, Overland Road to Franklin Road" prepared by Keller Associates, from which the east 1/4 corner of said Section 14 bears, South 0°33'17" West, 2,657.40 feet; thence along the east line of said Section 14 South 0°33'17" West, 2,053.48 feet, to a point being on the centerline of (LRES) 42+41.30; thence leaving said east line North 89°26'43"West, 38.00 feet to a point on the Existing Right-of-Way line and the north line of said Lot 1, Block 1, said point being 38.00 feet left of (LRES) 42+41.30; thence along said north line, North 89°12'28" West, 8.50 feet, to the proposed new Right-of-Way line, being 46.50 feet left of (LRES) 42+41.33, said point being the POINT OF BEGINNING.

thence along said new Right-of-Way line, South 00°33'17" West, 51.32 feet, being 46.50 feet left of (LRES) 41+90.02;

thence continuing along said new Right-of-Way line, South 23°03'17" West, 27.95 feet, more or less, to the Existing Right-of-Way line of Bayeux Drive, being 57.19 feet left of (LRES) 41+64.20;

thence along said Existing Right-of-Way line, South 45°33'17" West, 1.14 feet, being 58.00 feet left of (LRES) 41+63.39;

thence continuing along said Existing Right-of-Way line, North 89°26'43" West, 5.00 feet, more or less, to the west line of said Lot 1, Block 1, being 63.00 feet left of (LRES) 41+63.39;

thence along said west line, North 00°33'17" East, 3.00 feet to the Permanent Easement line, being 63.00 feet left of (LRES) 41+66.39;

thence along said Permanent Easement line the following (3) courses:

- 1. South 89°26'43" East, 3.47 feet, being 59.53 feet left of (LRES) 41+66.39;
- 2. North 23°03'17" East, 23.60 feet, being 50.50 feet left of (LRES) 41+88.20;
- 3. North 00°33'17" East, 53.15 feet, to the north line of said Lot1, Block 1, being 50.50 feet left of (LRES) 42+41.35;

thence South 89°12'28" East, 4.00 feet, to the POINT OF BEGINNING.

Containing 301 square feet or (0.007 acres), more or less.





Project No. 522038, Linder Road
Parcel No. 15
Temporary Easement Parcel 15 Tapestry Subdivision Homeowners Association Inc.
March 29, 2024

# Description for Temporary Easement - Parcel 15

A portion of Lot 1, Block 1, Plat of Tapestry Subdivision according to the Plat thereof, recorded in Book 99 of Plats, pages 12606 thru 12608, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of Section 14, Township 3 North, Range 1 West, said point being on the centerline of Linder Road Engineers Station (LRES) 62+94.68 as shown on the Right-of-Way Plan "Linder Road, Overland Road to Franklin Road" prepared by Keller Associates, from which the east 1/4 corner of said Section 14 bears, South 0°33'17" West, 2,657.40 feet; thence along the east line of said Section 14 South 0°33'17" West, 2,053.48 feet, to a point being on the centerline of (LRES) 42+41.30; thence leaving said east line North 89°26'43"West, 38.00 feet to a point on the Existing Right-of-Way line and the north line of said Lot 1, Block 1, said point being 38.00 feet left of (LRES) 42+41.30; thence along said north line, North 89°12'28" West, 12.50 feet, to the Permanent Easement line, being 50.50 feet left of (LRES) 42+41.35, said point being the POINT OF BEGINNING.

thence along said Permanent Easement line, South 00°33'17" West, 21.08 feet to the Temporary Easement line, being 50.50 feet left of (LRES) 42+20.27;

thence along said Temporary Easement line, North 89°26'43" West, 5.00 feet, being 55.50 feet left of (LRES) 42+20.27;

thence continuing along said Temporary Easement line, North 00°33'17" East, 21.10 feet, to the north line of said Lot 1, Block 1, being 55.50 feet left of (LRES) 42+41.37;

thence along said north line, South 89°12'28" East, 5.00 feet, to the POINT OF BEGINNING.

Containing 105 square feet or (0.002 acres), more or less.





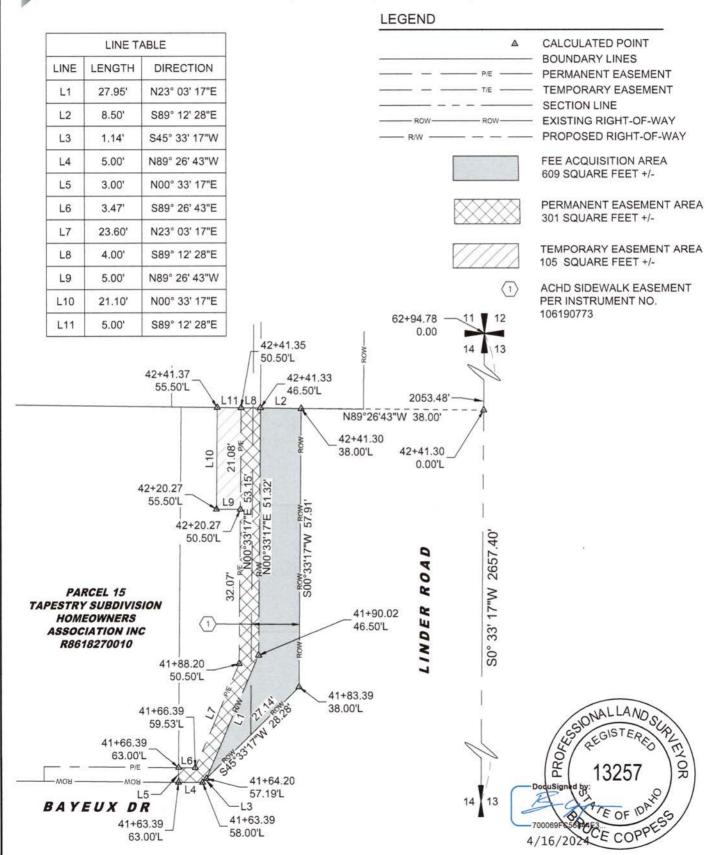
# ADA COUNTY HIGHWAY DISTRICT

# PARCEL 15 ACQUISITION EXHIBIT



LOCATED IN THE SE 1/4 OF THE NE 1/4, SECTION 14,TOWNSHIP 3 NORTH, RANGE 1 WEST, ADA COUNTY, STATE OF IDAHO,

SCALE: 1"20"



CTS\2022\222104 Linder Rd, Overland Rd to Franklin Rd\CAD\LEGAL EXHIBIT\PARCEL\_



Project No. 522038, Linder Road

Parcel No. 16

Permanent Easement Parcel 16 Tapestry Subdivision Homeowners Association Inc.

March 29, 2024

# Description for Permanent Easement - Parcel 16

A portion of Lot 2, Block 1, Plat of Tapestry Subdivision according to the Plat thereof, recorded in Book 99 of Plats, pages 12606 thru 12608, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of Section 14, Township 3 North, Range 1 West, said point being on the centerline of Linder Road Engineers Station (LRES) 62+94.78 as shown on the Right-of-Way Plan "Linder Road, Overland Road to Franklin Road" prepared by Keller Associates, from which the east 1/4 corner of said Section 14 bears, South 0°33'17" West, 2,657.40 feet; thence along the east line of said Section 14 South 0°33'17" West, 2,131.39 feet, to a point being on the centerline of (LRES) 41+63.39; thence leaving said east line North 89°26'43"West, 63.00 feet to a point on the Existing Right-of-Way line of Bayeux Drive and the southeast corner of said Lot 2, Block 1, said point being 63.00 feet left of (LRES) 41+63.39; said point being the POINT OF BEGINNING.

thence along said Existing Right-of-Way line, North 89°26'43" West, 28.00 feet to the Permanent Easement line, being 91.00 feet left of (LRES) 41+63.39;

thence along said Permanent Easement line, North 00°33'17" East, 3.00 feet, being 91.00 feet left of (LRES) 41+66.39;

thence continuing along said Permanent Easement line, South 89°26'43" East, 28.00 feet, more or less, to the east line of said Lot 2, Block 1, being 63.00 feet left of (LRES) 41+66.39;

thence along said east line, South 00°33'17" West, 3.00 feet, to the POINT OF BEGINNING.

Containing 84 square feet or (0.002 acres), more or less.





# ADA COUNTY HIGHWAY DISTRICT

# PARCEL 16 ACQUISITION EXHIBIT

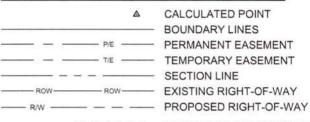


LOCATED IN THE SE 1/4 OF THE NW 1/4, SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST. ADA COUNTY, STATE OF IDAHO,

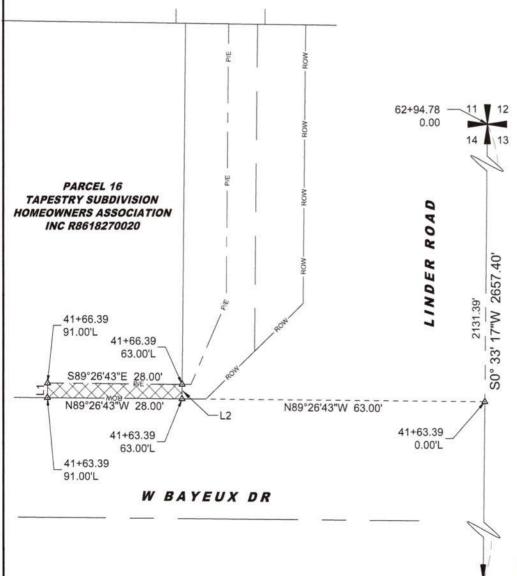
**LEGEND** 

SCALE: 1"20

### LINE TABLE LINE LENGTH DIRECTION L1 3.00 N00° 33' 17"E L2 3.00 S00° 33' 17"W



PERMANENT EASEMENT AREA 84 SQUARE FEET +/-



Overland Rd to Franklin Rd.



TAPESTRY SUBDIVISION HOMEOWNERS ASSOCIATION INC

PARCEL DESCRIPTION: LOT 01 BLK 02

9551 W CHADWICK DR

**BOISE ID 83704** 

TAPESTRY SUB

2024 ASSESSMENT NOTICE **Property Roll** 

THIS IS NOT A BILL DO NOT PAY

For any questions, please notify the Assessor's Office immediately

Assessor's Telephone Number:

(208) 287-7255

progers@adacounty.id.gov

Property Address:

S LINDER RD

MERIDIAN ID 83642

Appeals of your property value must be filed in writing, on a form provided by the County by:

June 24, 2024

Tax Code Area:

Parcel Number:

R8618270160

03

ASSESSED VALUE OF YOUR PROPERTY					
CURRENT DESCRIPTION	LOTS/ACRES	CURRENT YEAR'S VALUE			
COMMON AREA - NO VALUE	0.050	0			
TOTAL ASSESSED VALUE:		0			
LESS EXEMPTION:	0.050	0			
NET TAXABLE PROPERTY VALUE:		0			

Α	PPF	NOVE	ED E	EXE	MPTI	ONS

Not all exemptions will be listed as value deductions on this notice

Assessments reflect MARKET VALUE as of 1/1/24; tax amounts listed below do not include HTR/ATR state tax credits.

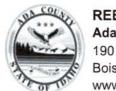
0 0 0 0 0 0 0 0 0 0 HISTORICAL ASSESSED **VALUES & TAXES** Property Roll

Black = Total Assessed Value

Gray = Taxes

2020 2021 2022 2023 2024 Current Year Tax not yet available

TAXING DISTRICT INFORMATION							
TAXING DISTRICTS	2022 Taxes	2023 Taxes	% Change	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING	PREV YEAR PROPERTY TAX BUDGET CHG	
ADA COUNTY	0.00	0.00	0%	(208) 287-7000	7-30-2024	4%	
EMERGENCY MEDICAL	0.00	0.00	0%	(208) 287-2975	7-30-2024	5%	
ADA COUNTY HIGHWAY DIST	0.00	0.00	0%	(208) 387-6100	8-28-2024	2%	
SCHOOL DISTRICT NO. 2	0.00	0.00	0%	(208) 350-5951	6-10-2024	-50%	
MERIDIAN LIBRARY	0.00	0.00	0%	(208) 888-4451	8-21-2024	4%	
MERIDIAN CITY	0.00	0.00	0%	(208) 888-4433	8-20-2024	5%	
MERIDIAN CEMETERY	0.00	0.00	0%	(208) 888-5705	8-1-2024	6%	
MOSQUITO ABATEMENT	0.00	0.00	0%	(208) 577-4646	7-30-2024	5%	
WESTERN ADA RECREATION	0.00	0.00	0%	(208) 888-4058	8-28-2024	-51%	
COLLEGE OF WESTERN IDAHO	0.00	0.00	0%	(208) 562-3291	6-13-2024	6%	



# REBECCA W. ARNOLD **Ada County Assessor**

TAPESTRY SUBDIVISION HOMEOWNERS ASSOCIATION INC

190 E. Front Street Suite 107 Boise, ID 83702-7300 www.adacounty.id.gov/assessor

PARCEL DESCRIPTION: LOT 01 BLK 01

TAPESTRY SUB

9551 W CHADWICK DR **BOISE ID 83704** 

ASSESSMENT NOTICE **Property Roll** 

THIS IS NOT A BILL DO NOT PAY

For any questions, please notify the Assessor's Office immediately

Assessor's Telephone Number:

2024

(208) 287-7255

progers@adacounty.id.gov

Property Address:

S LINDER RD

MERIDIAN ID 83642

Appeals of your property value must be filed in writing, on a form provided by the County by:

June 24, 2024

Tax Code Area:

Parcel Number:

R8618270010

03

ASSESSED VALUE OF YOUR PROPERTY						
CURRENT DESCRIPTION	LOTS/ACRES	CURRENT YEAR'S VALUE				
COMMON AREA - NO VALUE	0.041	0				
TOTAL ASSESSED VALUE:		0				
LESS EXEMPTION:	0.041	0				
NET TAXABLE PROPERTY VALUE:		0				

APPROVED EXEMPTIONS

Not all exemptions will be listed as value deductions on this notice

Assessments reflect MARKET VALUE as of 1/1/24; tax amounts listed below do not include HTR/ATR state tax credits.

0 n 0 0 0 0 0 n n 0 HISTORICAL ASSESSED **VALUES & TAXES** Property Roll

Black = Total Assessed Value

Gray = Taxes

2020 2021 2022 2023 2024

Current Year Tax not yet available

TAXING DISTRICT INFORMATION							
TAXING DISTRICTS	2022 Taxes	2023 Taxes	% Change	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING	PREV YEAR PROPERTY TAX BUDGET CHG	
ADA COUNTY	0.00	0.00	0%	(208) 287-7000	7-30-2024	4%	
EMERGENCY MEDICAL	0.00	0.00	0%	(208) 287-2975	7-30-2024	5%	
ADA COUNTY HIGHWAY DIST	0.00	0.00	0%	(208) 387-6100	8-28-2024	2%	
SCHOOL DISTRICT NO. 2	0.00	0.00	0%	(208) 350-5951	6-10-2024	-50%	
MERIDIAN LIBRARY	0.00	0.00	0%	(208) 888-4451	8-21-2024	4%	
MERIDIAN CITY	0.00	0.00	0%	(208) 888-4433	8-20-2024	5%	
MERIDIAN CEMETERY	0.00	0.00	0%	(208) 888-5705	8-1-2024	6%	
MOSQUITO ABATEMENT	0.00	0.00	0%	(208) 577-4646	7-30-2024	5%	
WESTERN ADA RECREATION	0.00	0.00	0%	(208) 888-4058	8-28-2024	-51%	
COLLEGE OF WESTERN IDAHO	0.00	0.00	0%	(208) 562-3291	6-13-2024	6%	



TAPESTRY SUBDIVISION HOMEOWNERS ASSOCIATION INC

PARCEL DESCRIPTION: LOT 02 BLK 01 TAPESTRY SUB

9551 W CHADWICK DR

**BOISE ID 83704** 

ASSESSMENT NOTICE Property Roll

THIS IS NOT A BILL DO NOT PAY

For any questions, please notify the Assessor's Office immediately

(208) 287-7255 Assessor's Telephone Number:

progers@adacounty.id.gov

Property Address: W BAYEUX DR

2024

MERIDIAN ID 83642

Appeals of your property value must be filed in writing, on a form provided by the County by:

June 24, 2024

Tax Code Area: 03

Parcel Number: R8618270020

ASSESSED VALUE OF YOUR PROPERTY						
CURRENT DESCRIPTION	LOTS/ACRES	CURRENT YEAR'S VALUE				
COMMON AREA - NO VALUE	0.134	0				
TOTAL ASSESSED VALUE:		0				
LESS EXEMPTION:	0.134	0				
NET TAXABLE PROPERTY VALUE:		0				

APPROVED EXEMPTIONS

Not all exemptions will be listed as value deductions on this notice

Assessments reflect MARKET VALUE as of 1/1/24; tax amounts listed below do not include HTR/ATR state tax credits.

**VALUES & TAXES** 0 0 0 0 Property Roll

Black = Total Assessed Value

HISTORICAL ASSESSED

Gray = Taxes

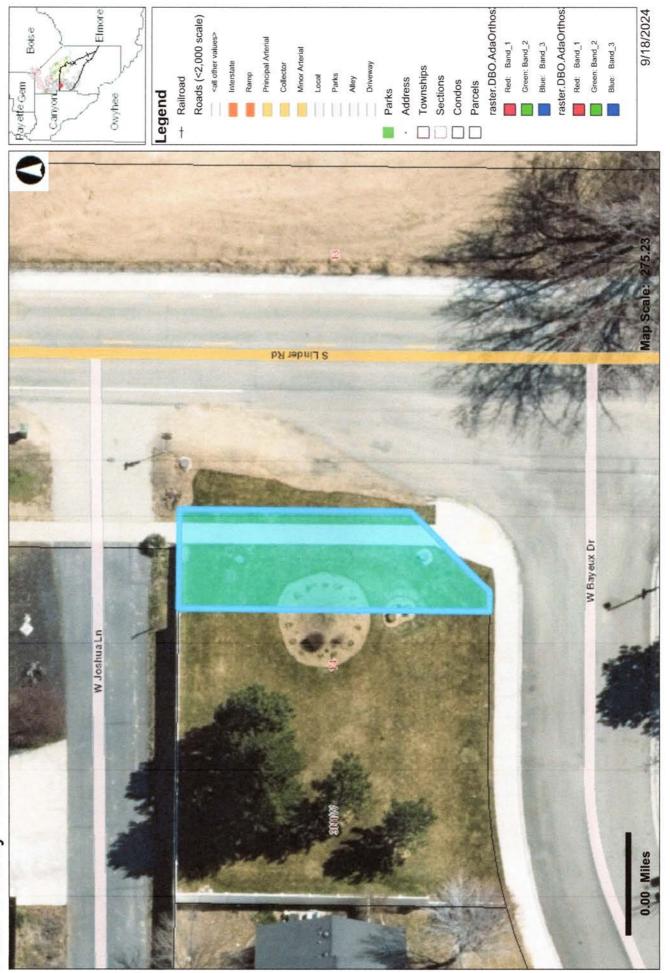
2020 2021 2022 2023 2024 Current Year Tax not yet available

TAXING DISTRICT INFORMATION							
TAXING DISTRICTS	2022 Taxes	2023 Taxes	% Change	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING	PREV YEAR PROPERTY TAX BUDGET CHG	
ADA COUNTY	0.00	0.00	0%	(208) 287-7000	7-30-2024	4%	
EMERGENCY MEDICAL	0.00	0.00	0%	(208) 287-2975	7-30-2024	5%	
ADA COUNTY HIGHWAY DIST	0.00	0.00	0%	(208) 387-6100	8-28-2024	2%	
SCHOOL DISTRICT NO. 2	0.00	0.00	0%	(208) 350-5951	6-10-2024	-50%	
MERIDIAN LIBRARY	0.00	0.00	0%	(208) 888-4451	8-21-2024	4%	
MERIDIAN CITY	0.00	0.00	0%	(208) 888-4433	8-20-2024	5%	
MERIDIAN CEMETERY	0.00	0.00	0%	(208) 888-5705	8-1-2024	6%	
MOSQUITO ABATEMENT	0.00	0.00	0%	(208) 577-4646	7-30-2024	5%	
WESTERN ADA RECREATION	0.00	0.00	0%	(208) 888-4058	8-28-2024	-51%	
COLLEGE OF WESTERN IDAHO	0.00	0.00	0%	(208) 562-3291	6-13-2024	6%	



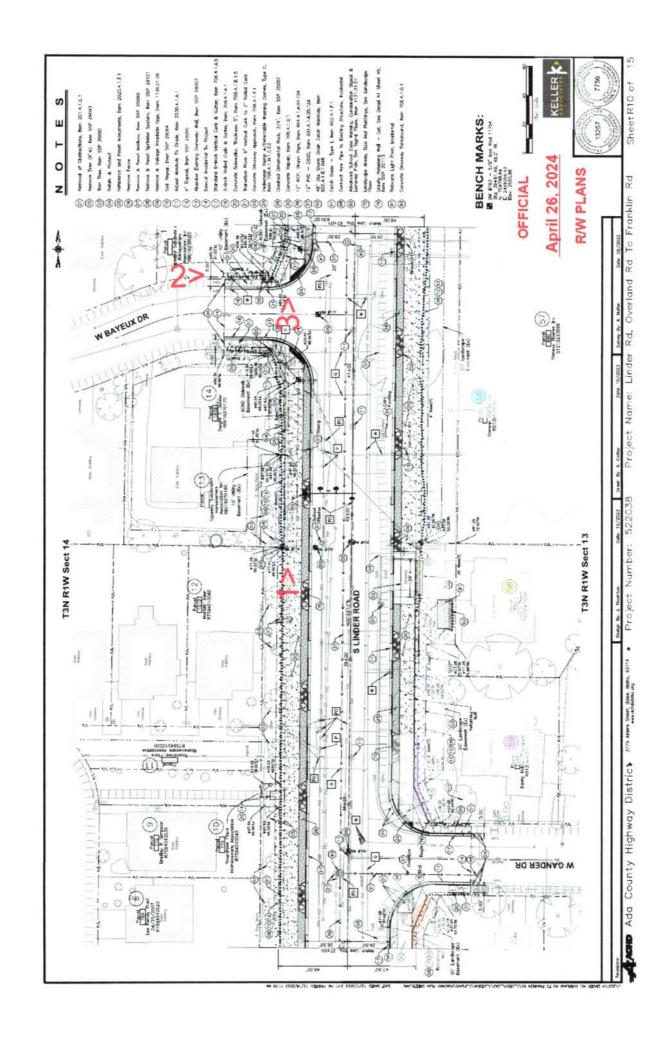
Ada County Assessor

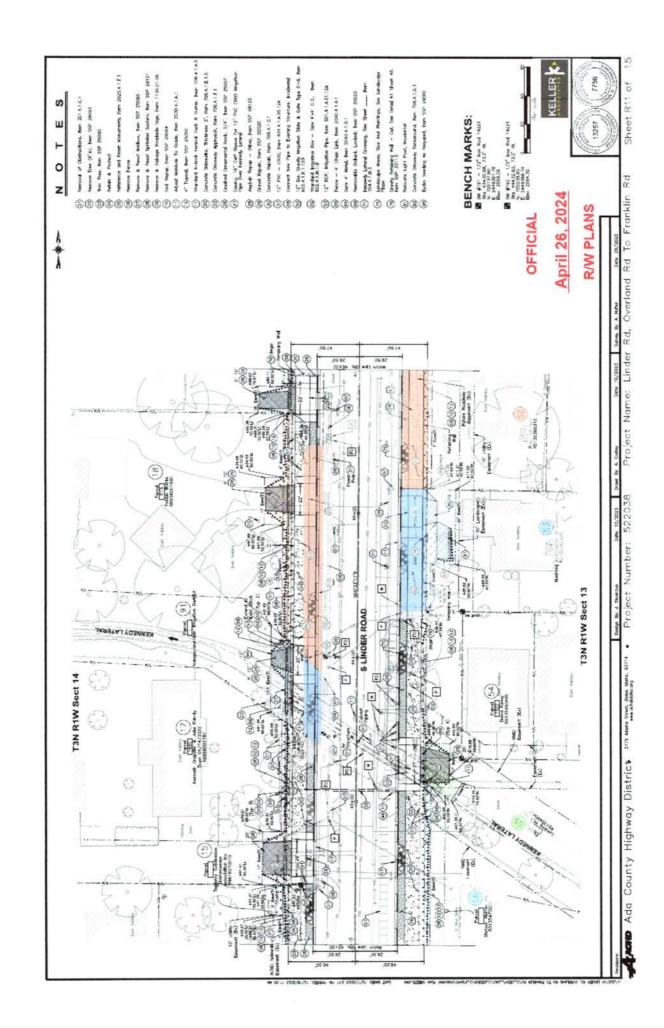
This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



# Ada County Assessor







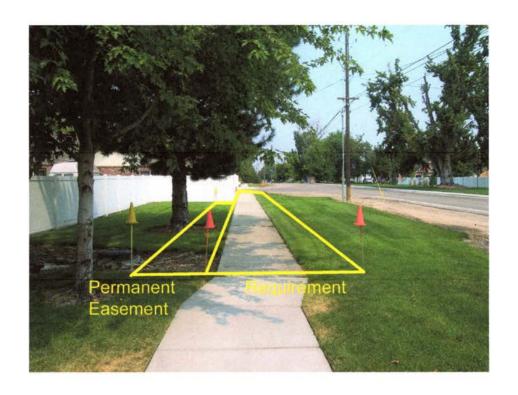


Photo No. 1 – RCW – 7/28/2024

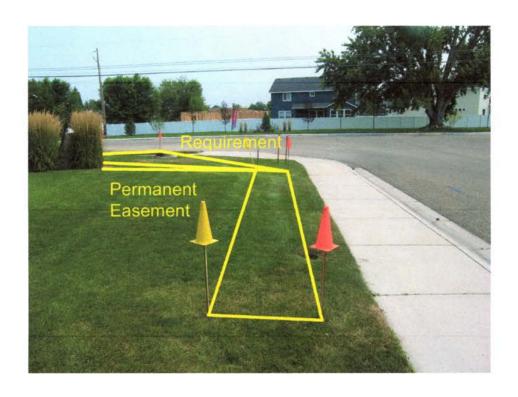


Photo No. 2 - RCW - 7/28/2024

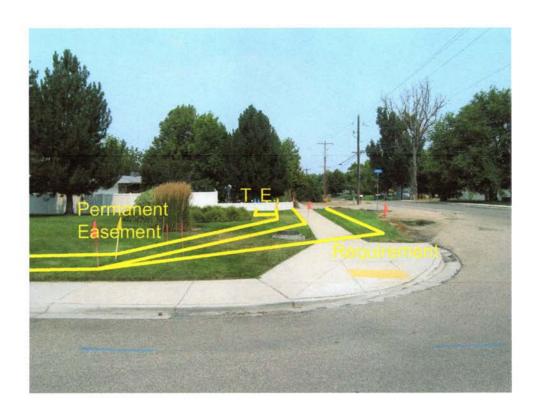
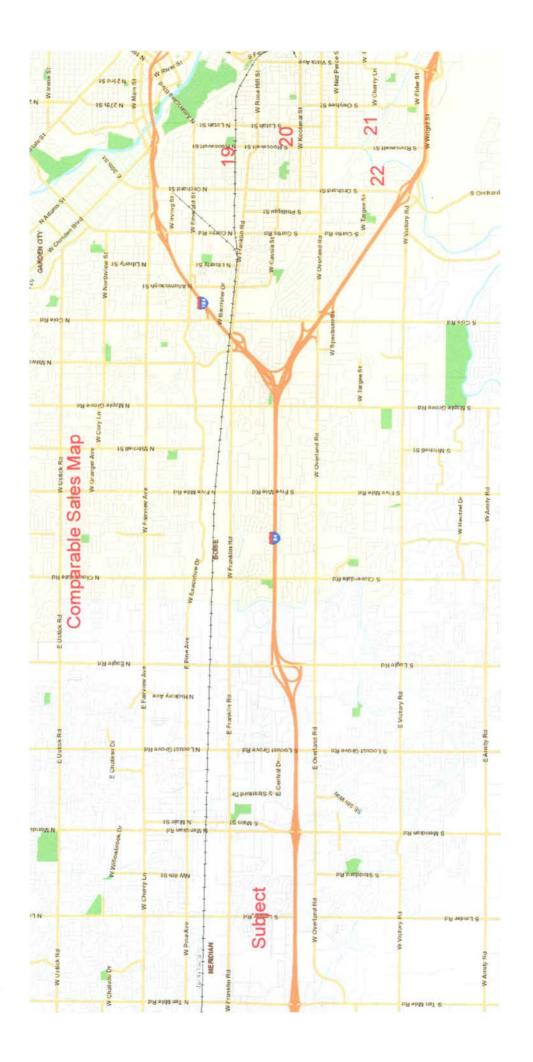


Photo No. 3 - RCW - 7/28/2024



### Comparable L-19:

Location:

12 North Wilson Street

Assessor's Parcel No.:

R7777792395

Date of Sale:

July 2024

Deed Number:

2024-038285

Seller:

Kouba Homes, LLC

Buyer:

Spooner

Sale Price:

\$250,000

Terms:

Cash

Site Size:

0.195± Acres

Dollar per Square Foot:

\$29.43

Verified With:

Listing Agent, Sheila Smith: 208-631-2248

This rectangular shaped site is located on the east side of North Wilson Street, south of West Douglas Street. The Site has approximately 62 feet of frontage on Wilson Street and extends to 136± feet in depth. This site is generally level and at road grade. The narrow street frontage is improved with concrete curb and gutter. All utilities are available to the site. The site is zoned R-1C (City of Boise – Residential District).



### Comparable L-20:

Location: 914 South Roosevelt Street

Assessor's Parcel No.: R8112005633

Date of Sale: July 2024

Deed Number: 2024-037249

Seller: Kouba Homes, LLC

Buyer: Century Interiors, Inc.

Sale Price: \$179,900

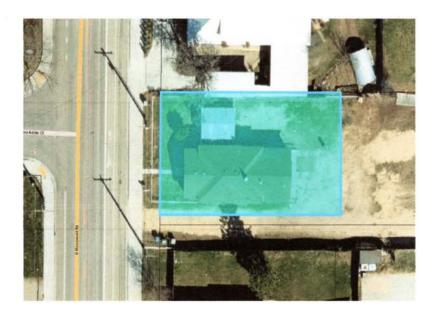
Terms: Cash

Site Size: 0.138± Acres

Dollar per Square Foot: \$29.93

Verified With: Listing Agent, Sheila Smith: 208-631-2248

This rectangular shaped site is located on the east side of South Roosevelt Street, across from West Wood Acres Court. The Site has approximately 60 feet of frontage on Roosevelt Street and extends to 100± feet in depth. This site is generally level and at road grade. The street frontage is improved with concrete curb, gutter and sidewalk plus an asphalt driveway. All utilities are available to the site. The house was removed prior to the sale. The site is zoned R-1C (City of Boise –Residential District).



### Comparable L-21:

Location: 2220 South Atlantic Street

Assessor's Parcel No.: R3719170022

Date of Sale: April 2024

Deed Number: 2024-019593

Seller: Williams

Buyer: Leaves 99 Investments, LLC

Sale Price: \$185,000

Terms: Cash

Site Size: 0.137± Acres

Dollar per Square Foot: \$31.00

Verified With: Listing Agent, Sheila Smith: 208-631-2248

This irregular shaped site is located on the east side of South Atlantic Street, south of West Targee Street. The Site has approximately 66 feet of frontage on Atlantic Street and extends to 134± feet in depth. This site is generally level and at road grade. The street frontage is improved with concrete curb, gutter and sidewalk. All utilities are available to the site. The site is zoned R-2 (City of Boise –Residential District).



### Comparable L-22:

Location: 4752 West Malad Street

Assessor's Parcel No.: R1580350378

Date of Sale: February 2024

Deed Number: 2024-010471

Seller: Ideal Property Options, LLC

Buyer: Hanson

Sale Price: \$155,000

Terms: Cash

Site Size: 0.126± Acres

Dollar per Square Foot: \$28.24

Verified With: Selling Agent, Sheila Smith: 208-631-2248

This rectangular shaped site is located on the north side of West Malad Street, east of South Pond Street. The Site has approximately 61.5 feet of frontage on Malad Street and extends to 89± feet in depth. This site is generally level and at road grade. The street frontage is improved with concrete curb, gutter and sidewalk. All utilities are available to the site. The site is zoned R-1C (City of Boise –Residential District).



ISSUED BY STEWART TITLE GUARANTY COMPANY

### Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company

Issuing Office: 1944 S. Eagle Road, Meridian, ID 83642

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 1806592 Issuing Office File Number: 1806592

Property Address: TBD S Linder Road, Meridian, ID 83642

Revision Number:

Contact: Title Officer: Whitney Neitzel Phone: (208) 373-0009 Email: Whitney.Neitzel@stewart.com

1. Commitment Date: June 11, 2024 at 8:00PM

2. Policy to be issued: Proposed Policy Amount

(a) ALTA Owner's

Proposed Insured:

(b) ALTA Loan

Proposed Insured:

Endorsements Premium: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Tapestry Subdivision Homeowners' Association, Inc., an Idaho Corporation

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 1806592

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 6



### ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

File No.: 1806592

Lot 1 in Block 2 of Tapestry Subdivision, according to the official plat thereof, filed in Book 99 of Plats at Page(s) 12606 through 12608, records of Ada County, Idaho.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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AMERICAN

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 1806592

### Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. General Property taxes for the year 2024, a lien, not yet due and payable.
- 6. General taxes for the Year 2023, which are a Lien;

Original Amount: None Shown Homeowner's Exemption: No

Code Area: 03

Tax Parcel Number: R8618270160

- 7. General Taxes which may be assessed and extended on any "subsequent" or "occupancy" Tax Roll for the current tax year and previous tax years with respect to improvements completed during current and previous years which may escape assessment of the regular Tax Roll; which are a Lien not yet due or payable.
- 8. Sewer charges and Special Assessments powers of the City of Meridian.
- Liens, levies and assessment of Nampa Meridian Irrigation District and the rights, powers, and easements of said district as provided by law.
- 10. Liens, levies and assessment of Boise Project Board of Control and the rights, powers, and easements of said district as provided by law.
- 11. Liens, levies and assessments of the Tapestry Subdivision Homeowners Association.
- 12. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
- 13. As to Tapestry Subdivision Homeowners' Association, Inc., The Company requires for its review (a) copy of the articles of incorporation and bylaws, (where applicable) (b) a satisfactory resolution of the Board of Directors authorizing the proposed transaction, Shareholders Resolution where applicable,

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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AMERICAN

ISSUED BY STEWART TITLE GUARANTY COMPANY

and (c) a Good Standing Certificate evidencing that the corporation is in good standing in the state of its incorporation. At the time the Company is furnished these items, the Company may make additional requirement or exceptions as deemed necessary.

14. Questions of survey, discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, rights of parties in possession, material or labor Liens, disposition of which will be determined by our inspection of the premises.

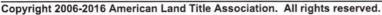
### NOTES:

NOTE: For a new Deed of Trust, the Trustee should appear as follows: Stewart Title Company

NOTE: A general index search of the county records for liens and judgments has been performed on the names of the parties and none were found other than what is shown in Schedule B herein.

NOTE: This is an accommodation and not part of this commitment, no liability is assumed by noting the following: We have provided a 24 month chain of conveyance deeds and there has not been any other recorded conveyance deeds in the last 24 months.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



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AMERICAN

ISSUED BY STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 1806592

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- Taxes or assessments which are not shown as existing liens by the records of any taxing authority
  that levies taxes or assessments on real property or by the public records. Proceedings by a public
  agency which may result in taxes or assessments, or notices of such proceedings, whether or not
  shown by the records of such agency or by public records.
- 3. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. (a) Unpatented mining claims;(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 8. Any service, installation, connection, maintenance or construction charges for Sewer, Water, Electricity, or Garbage collection or disposal or other Utilities unless shown as an existing Lien by the Public Records.
- 9. Water rights, claims or title to water.
- Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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- 11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interest. There may be leases, grants exceptions or reservations of interest that are not listed.
- 12. Easements, reservations, restrictions and dedications, if any, as shown on the official plat of said subdivision.
- 13. Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded October 18, 2007 as Instrument No. <u>107142740</u>

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. <u>108021600</u>.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. <u>110062583</u>.

Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recordedMay 4, 2009, as Instrument No. <a href="https://doi.org/10.2009/10.2009/">10.2009/</a>, as Instrument No. <a href="https://doi.org/10.2009/">10.2009/</a>, as Instrument No. <a href="https://doi.org/">10.2009/</a>, as In

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

### **END OF EXCEPTIONS**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ISSUED BY STEWART TITLE GUARANTY COMPANY

### Transaction Identification Data for reference only:

Issuing Agent:

Stewart Title Company

Issuing Office:

1944 S. Eagle Road, Meridian, ID 83642

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: Issuing Office File Number: 1806564

1806564

Property Address:

tbd S Linder Road, Meridian, ID 83642

Revision Number:

Contact:

Title Officer: Whitney Neitzel Phone: (208) 373-0009 Email: Whitney.Neitzel@stewart.com

1. Commitment Date: June 11, 2024 at 8:00PM

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's

Proposed Insured:

(b) ALTA Loan

Proposed Insured:

Endorsements Premium: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is:

**FEE SIMPLE** 

4. The Title is, at the Commitment Date, vested in:

Tapestry Subdivision Homeowners' Association, Inc., an Idaho Corporation

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 1806564

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 6



### ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

File No.: 1806564

Lot 1 in Block 1 of Tapestry Subdivision, according to the official plat thereof, filed in Book 99 of Plats at Page(s) 12606 through 12608, records of Ada County, Idaho.

THE MAP(S) CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCEL(S) SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE AND STEWART TITLE GUARANTY COMPANY ASSUME NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 1806564

### Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. General Property taxes for the year 2024, a lien, not yet due and payable.
- 6. General taxes for the Year 2023, which are a Lien;

Original Amount: None Shown Homeowner's Exemption: No

Code Area: 03

Tax Parcel Number: R8618270010

- 7. General Taxes which may be assessed and extended on any "subsequent" or "occupancy" Tax Roll for the current tax year and previous tax years with respect to improvements completed during current and previous years which may escape assessment of the regular Tax Roll; which are a Lien not yet due or payable.
- 8. Sewer charges and Special Assessments powers of the City of Meridian.
- 9. Liens, levies and assessment of Nampa Meridian Irrigation District and the rights, powers, and easements of said district as provided by law.
- 10. Liens, levies and assessment of Boise Project Board of Control and the rights, powers, and easements of said district as provided by law.
- 11. Liens, levies and assessments of the Tapestry Subdivision Homeowners Association.
- 12. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
- 13. As to Tapestry Subdivision Homeowners' Association, Inc., The Company requires for its review (a) copy of the articles of incorporation and bylaws, (where applicable) (b) a satisfactory resolution of the Board of Directors authorizing the proposed transaction, Shareholders Resolution where applicable,

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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and (c) a Good Standing Certificate evidencing that the corporation is in good standing in the state of its incorporation. At the time the Company is furnished these items, the Company may make additional requirement or exceptions as deemed necessary.

14. Questions of survey, discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, rights of parties in possession, material or labor Liens, disposition of which will be determined by our inspection of the premises.

### NOTES:

NOTE: For a new Deed of Trust, the Trustee should appear as follows: Stewart Title Company

NOTE: A general index search of the county records for liens and judgments has been performed on the names of the parties and none were found other than what is shown in Schedule B herein.

NOTE: This is an accommodation and not part of this commitment, no liability is assumed by noting the following: We have provided a 24 month chain of conveyance deeds and there has not been any other recorded conveyance deeds in the last 24 months.

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### Exceptions

File No.: 1806564

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public records.
- 3. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. (a) Unpatented mining claims;(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 8. Any service, installation, connection, maintenance or construction charges for Sewer, Water, Electricity, or Garbage collection or disposal or other Utilities unless shown as an existing Lien by the Public Records.
- 9. Water rights, claims or title to water.
- Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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- 11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interest. There may be leases, grants exceptions or reservations of interest that are not listed.
- 12. Easements, reservations, restrictions and dedications, if any, as shown on the official plat of said subdivision.
- 13. Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded October 18, 2007 as Instrument No. <u>107142740</u>

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. <u>108021600</u>.

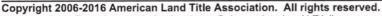
Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. <u>110062583</u>.

Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recordedMay 4, 2009, as Instrument No. 109050871

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

### **END OF EXCEPTIONS**

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ISSUED BY STEWART TITLE GUARANTY COMPANY

### Transaction Identification Data for reference only:

Issuing Agent:

Stewart Title Company

Issuing Office:

1944 S. Eagle Road, Meridian, ID 83642

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number:

2417833

Issuing Office File Number:

2417833

Property Address: Revision Number:

Contact:

NNA W Bayeux Dr, Meridian, ID 83642

Title Officer: Brian Felgenhauer Phone: (208) 287-8101 Email: brian.felgenhauer@stewart.com

1. Commitment Date: August 7, 2024 at 8:00AM

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Standard

Proposed Insured:

Standard Premium: \$0.00

(b) ALTA Loan Standard

Proposed Insured:

Endorsements Premium: \$0.00

The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Tapestry Subdivision Homeowners' Association, Inc., an Idaho Corporation

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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# ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

File No.: 2417833

Lot 2 in Block 1 of Tapestry Subdivision, according to the official plat thereof, filed in Book 99 of Plats at Page(s) 12606 through 12608, records of Ada County, Idaho.

THE MAP(S) CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCEL(S) SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE AND STEWART TITLE GUARANTY COMPANY ASSUME NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S).

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File No.: 2417833

### Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. General Property taxes for the year 2024, a lien, not yet due and payable.
- 6. General taxes for the Year 2023, which are PAID;

Original Amount: \$0.00 Homeowner's Exemption: No

Code Area: 03

Tax Parcel Number: R8618270020

- 7. General Taxes which may be assessed and extended on any "subsequent" or "occupancy" Tax Roll for the current tax year and previous tax years with respect to improvements completed during current and previous years which may escape assessment of the regular Tax Roll; which are a Lien not yet due or payable.
- 8. Sewer charges and Special Assessments powers of the City of Meridian.
- Liens, levies and assessment of Nampa Meridian Irrigation District and the rights, powers, and
  easements of said district as provided by law. Said District is a member of the Boise Project Board of
  Control.
- 10. Liens, levies and assessments of the Tapestry Subdivision Homeowners Association.
- 11. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
- 12. As to Tapestry Subdivision Homeowners Association, Inc., The Company requires for its review (a) copy of the articles of incorporation and bylaws, (where applicable) (b) a satisfactory resolution of the Board of Directors authorizing the proposed transaction, Shareholders Resolution where applicable, and (c) a Good Standing Certificate evidencing that the corporation is in good standing in the state of

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its incorporation. At the time the Company is furnished these items, the Company may make additional requirement or exceptions as deemed necessary.

13. Questions of survey, discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, rights of parties in possession, material or labor Liens, disposition of which will be determined by our inspection of the premises.

### NOTES:

NOTE: For a new Deed of Trust, the Trustee should appear as follows: Stewart Title Company

NOTE: A general index search of the county records for liens and judgments has been performed on the names of the parties and none were found other than what is shown in Schedule B herein.

NOTE: This is an accommodation and not part of this commitment, no liability is assumed by noting the following: We have provided a 24 month chain of conveyance deeds and there has not been any other recorded conveyance deeds in the last 24 months.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.





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STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 2417833

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public records.
- 3. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. (a) Unpatented mining claims;(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 7. Any lien, or right to a lien, for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 8. Any service, installation, connection, maintenance or construction charges for Sewer, Water, Electricity, or Garbage collection or disposal or other Utilities unless shown as an existing Lien by the Public Records.
- 9. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

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Paragraphs 1-9 will not appear as printed exceptions on Extended coverage Policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B, Section 2.

- 10. Water rights, claims or title to water.
- Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof.
- 12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interest. There may be leases, grants exceptions or reservations of interest that are not listed.
- 13. Easements, reservations, restrictions and dedications, if any, as shown on the official plat of said subdivision
- 14. Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded as Instrument No. 109050871.

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. <u>108021600</u>.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. 110062583.

15. Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded as Instrument No. 107142740.

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

### **END OF EXCEPTIONS**

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AMERICAN

### ROBERT C. WILLIAMS, MAI RC WILLIAMS & ASSOCIATES

### APPRAISER'S QUALIFICATIONS/CURRICULUM VITAE

### PROFESSIONAL BACKGROUND:

February, 1992 to Present

RC Williams & Associates - Robert C. Williams Appraisals, Inc., Boise, Idaho Right-of-Way and Condemnation, Commercial Property Appraisal, Consulting

January, 1991 to February, 1992

L.D. Knapp & Associates, Boise, Idaho Commercial Property Appraisal, Feasibility Analysis, Consulting, Right-of-Way/ Condemnation

April, 1988 to January, 1991

Idaho Land and Appraisal Service, Boise, Idaho Commercial Property Appraisal, Consulting, Right-of-Way/Condemnation

April, 1984 to April, 1988

Intermountain Appraisal Service, Boise, Idaho Commercial Property Appraisal, Consulting

September, 1981 to April, 1984

Ada County Assessor's Office, Boise, Idaho
Appraisals for Ad Valorem Assessment, Administrative Functions

### PROFESSIONAL EXPERIENCE:

Over 40 years experience appraising a wide variety of commercial properties, which includes: retail, office, industrial, investment and land assignments. Extensive work experience in Ada County and Canyon County. Specialized experience and acquired knowledge in right of way appraisal work including eminent domain assignments involving condemnation. Clients include: Ada County Highway District, Idaho Transportation Department, Cities of Boise, Meridian, Nampa, Caldwell, various other public agencies, many National, Regional and Community Banks, Attorneys and Certified Public Accountants. References provided upon request.

### PROFESSIONAL ORGANIZATIONS:

MAI (Appraisal Institute) – (Chapter President – 1996; Board Member – 2015 & 2016) Idaho Certified General Appraiser No. 6 International Right-of-Way Association (Chapter President – 2016/2017 & 1993) Boise Regional Realtors – Intermountain Multiple Listing Service

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### EDUCATION:

Boise State University, 1980; Bachelor of Business Administration, Real Estate & Economics

### APPRAISAL EDUCATION:

### The Appraisal Institute:

MAI Professional Designation, 1989

Comprehensive Examination, 1988

Demonstration Appraisal Report, 1987

Course 2-2, Valuation Analysis and Report Writing, 1986

Course 2-1, Case Studies in Real Estate Valuation, 1986

Course 1B-B. Capitalization Theory & Techniques, Part B, 1985

Course 1B-A. Capitalization Theory & Techniques, Part A, 1985

Exam 1A-2, Basic Valuation Procedures, 1984

Exam 1A-1, Real Estate Appraisal Principles, 1984

Course 2-3, Standards of Professional Practice, 1984

### The International Association of Assessing Officers:

Course 3, Development and Writing of Narrative Appraisal Reports, 1983

Course 2, Income Approach to Valuation, 1982

Course 1, Basic Appraisal Seminar, 1982

### Boise State University:

Course E-202, Technical Writing, 1984

Course RE-497, Property Management, 1980

Course RE-450, Brokerage Management, 1980

Course RE-360, Real Estate Finance, 1980

Course RE-331, Real Estate Appraisal, 1979

Course EC-321, Regional Economics, 1979

Course RE-220, Real Estate Law, 1979

Course RE-201, Fundamentals of Real Estate, 1977

### Seminars/Continued Education:

Complex Valuation, 2024

Valuation Overview of Accessory Dwelling Units, 2022

Business Practices and Ethics, 2022

Practical Highest and Best Use, 2021

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Supporting Your Adjustments, 2020

New Technology for Real Estate Appraisers, 2020

Data Verification Methods, 2019

Uniform Appraisal Standards for Federal Land Acquisitions, 2017

Eminent Domain and Condemnation, 2017

Water Rights Course for Idaho Appraisers, 2016

Problems in the Valuation of Partial Acquisitions, 2015

Integrating Appraisal Standards, 2015

Skills of Expert Testimony, 2013

Environmental Issues for Appraisers, 2012

Appraisal Curriculum Overview, 2010

Scope of Work, August, 2006

Analyzing Distressed Real Estate, August, 2005

Internet Search Strategies for Appraisers, January, 2003

Investment Real Estate Workshop, October, 2002

Eminent Domain/Idaho Issues, March, 2001

Attacking & Defending an Appraisal in Litigation, September, 2000

Special Purpose Properties, September, 1999

Local Retail Properties, September, 1999

Data Confirmation and Verification Methods, September, 1996

The Appraiser as Expert Witness, April, 1995

Advanced Real Estate Law in Idaho, April, 1995

Understanding limited Appraisals & Appraisal Reporting Options, October, 1994

30 Specialized Appraisal Issues, March, 1994

Understanding Environmental Contamination in Real Estate, March, 1993

Appraisal Review, August, 1992

Overview of Final FIRREA Rules and Regulations, September, 1990

Easement Valuation, August, 1990

### COURT TESTIMONY:

Qualified as an Expert Witness in United States District and Bankruptcy Courts for the District of Idaho Qualified as an Expert Witness in Idaho Fourth Judicial District Court

### CONTINUING EDUCATION FOR DESIGNATED MEMBERS:

As of the date of this report, I, Robert C. Williams, have completed the requirements under the continuing education program of the Appraisal Institute and the State of Idaho.

Project Name: Linder Rd, Overland Rd to Franklin Rd

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

### **COMPENSATION SUMMARY**

		Unit of Measu		\$ Per Unit		Acq.Rights % Paid		Compensation
Fee Acquisition: Encumbered:		SqFt SqFt	@ @	\$30.00 \$30.00	@	100% 50%	\$7,410.00 \$22,140.00 <b>Subtotal:</b>	\$29,550.00
Permanent Easement:	641	SqFt	@	\$30.00	@	90%	\$17,307.00 <b>Subtotal:</b>	\$17,307.00
Temporary Easement:	105 \$	SqFt	@	\$30.00	@	10%	\$315.00 <b>Subtotal:</b>	\$315.00
Improvements:	See Appr	raisal					\$3,165.25 Subtotal:	\$3,165.25
Total Compensation							\$ 50,337.25	

ACHD WILL PROVIDE CONSTRUCTION FEATURES AS SHOWN ON THE RIGHT-OF-WAY PLANS DATED April 26, 2024, SHEET R10 and R11 of 15 AS LISTED BELOW:

\*\*\*Access Points as depicted on the plan sheets are subject to change upon redevelopment or as traffic safety conditions warrant\*\*\*

### **Negotiated Items:**

(1) N	None	e of hazardous materials: (Seller's Initials); or closure:			
Property	/ Represen	tative Name		Phone:	
Seller	Signature:		Date:		
		Authorized Representative		<del></del>	
CLS S	Signature:	Joie Ruppert Perry, Negotiator	_ Date:		
ACHD S	ignature:	Michele White, Sr. Right-of-Way Agent	Date:		
ACHD S	ignature:	David Serdar, Right-of-Way Supervisor	Date:		

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### SALE AND PURCHASE AGREEMENT

(Partial Acquisition)

T	HIS SALE A	ND PURCHASE	AGREE	MENT (the	"Agree	ement")	is made an	d entered into this	s day of
			,	20,	bу	and	between,	<b>TAPESTRY</b>	<b>SUBDIVISION</b>
<b>HOMEO</b>	WNERS' AS	SOCIATION, INC	C., an Ida	ho Corpo	ration	(hereir	n "SELLER")	and ADA COUN	ITY HIGHWAY
DISTRIC	T, a body po	litic and corpor	rate of th	e State of	Idaho	, (herei	n "ACHD"); <sup>°</sup>		

### WITNESSETH:

### FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

- <u>SECTION 1</u>. <u>Definitions</u>. As used in this Agreement, the following terms shall have the following meanings:
  - (a) The term "Agreement" shall refer to this Sale and Purchase Agreement.
  - (b) The term "ACHD" shall refer to ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, whose address is 3775 Adams Street, Garden City, Idaho 83714-6499. *Attention: Joie Ruppert Perry whose telephone number is (208) 207- 8604.*
  - (c) The term "Closing Agent" shall refer to <u>Stewart Title Company</u>, 1944 S <u>Eagle Rd.</u>, <u>Meridian</u>, <u>ID</u>, 83642. <u>Call Beth Wilson at 208-515-3202</u>.
  - (d) The term "Closing Date" shall mean within 30 days of title clearance, but in no case later than one year past the day, month and year first above written; provided, by written addendum signed by both parties and delivered to Closing Agent, the Closing Date may be rescheduled to such date as the parties agree. The Closing Date may also be extended, and in either event the Closing Date shall then mean such rescheduled date.
  - (e) The term "Deed" shall mean the form of deed.
  - (f) The term "Easement" shall mean collectively the Permanent Easement and/or the Temporary Easement.
  - (g) The term "Easement Area" shall mean the real property described and/or depicted on Exhibit "A" to the Easements.
  - (h) The term "Exceptions to Title" shall refer to those existing exceptions to Seller's title to the Property described on Exhibit "B" to the Deed.
  - (i) The term "Hazardous Materials" shall mean any substance, material, or waste which is regulated by any local governmental authority, the State of Idaho or the United States of America, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "PCB waste,"

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or "restricted hazardous waste" under the Idaho Hazardous Waste Management Act of 1983; (ii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); or (iii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601(14).

- (j) The term "Project" shall refer to the highway improvement program being undertaken by ACHD, internally known as *Project Number 321062 & 522038* and commonly known as *Linder Rd*, *Overland Rd* to *Franklin Rd*.
- (k) The term "Property" shall refer to the real property described on Exhibit "A" to the Deed.
- (I) The term "Purchase Price" is the amount set forth in Section 5.1.
- (m) The Property is a part of a larger parcel of real property owned by Seller, and the term "Remaining Property" shall refer to the remainder of the parcel of real property which will continue to be owned by Seller after this transaction is closed and shall include the Easement Area.
- (n) The term "Seller" shall refer to the above-named Seller, whose address is <u>9551 Drive, Boise, ID</u> <u>83704.</u>

### SECTION 2. Recitals.

- 2.1. ACHD is a single county-wide highway district organized and existing under the laws of the state of Idaho, with the responsibility and jurisdiction and authority to construct and improve highways in Ada County, Idaho, and in that connection has undertaken the Project.
- 2.2. In lieu of condemnation and in furtherance of the Project and for the price and on the terms and conditions hereinafter set forth, ACHD desires to purchase the Property from Seller, acquire the rights of access and use of the Easement Area as described in the Easements, and pay for any damages which may accrue to the Remaining Property and/or any eligible business located thereon by reason of its severance from the Property and the construction of the Project, and for the price and on the terms and conditions hereinafter set forth Seller is willing to sell and grant the same to ACHD and settle such damage claims, if any.
- <u>SECTION 3</u>. <u>Agreement to Sell and Purchase the Property and Grant Easements.</u> Seller hereby agrees to sell, grant, and convey the Property and grant the rights of access and use of the Easement Area to ACHD, and ACHD hereby agrees to purchase the Property from Seller, subject to the Exceptions to Title, and acquire the rights set forth in the Easements from Seller for the purchase price and on the terms and conditions hereinafter set forth.
- <u>SECTION 4.</u> <u>Settlement of Damages to Remaining Property; Release and Survival.</u> The parties agree that the purchase price set forth in Section 5 includes reimbursement for any and all damages which may accrue to the Seller's Remaining Property and/or any eligible business located thereon by reason of: (i) its severance from the Property, (ii) the Easements thereon, and (iii) the construction of the Project on the Property and Easement Areas in the manner proposed by ACHD, and that this payment is in full settlement of all claims, demands and causes of action Seller may

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have against ACHD for such damages. Accordingly, Seller hereby forever releases, discharges and acquits ACHD from any and all actions, causes of action, claims or suits for damages, losses, expenses, attorney's fees and costs of suit which Seller shall have, or which in the future may arise, to the Seller's Remaining Property and/or any eligible business located thereon from or as a result of or by reason of or in connection with: (i) the severance of the Property from the Remaining Property, (ii) the Easements thereon, and (iii) the construction of the Project on the Property and Easement Areas in the manner proposed by ACHD. It is agreed this release will survive the closing under this Agreement.

#### SECTION 5. Purchase Price; Method of Payment.

- 5.1. The purchase price to be paid by the ACHD for the Property and for the rights of access and use of the Easement Area set forth in the Easements and for any severance or business damages to the Remaining Property of Seller is *Fifty Thousand Three Hundred Thirty-Seven Dollars and Twenty-Five Cents* (\$50,337.25).
- 5.2. The purchase price shall be paid by the ACHD through the Closing Agent for the account of Seller on or before the Closing Date, by the deposit with Closing Agent of ACHD's check made payable to the Closing Agent.
- <u>SECTION 6</u>. <u>Covenant of Peaceful Possession.</u> ACHD shall be entitled to quiet and peaceful possession of the Property and of the Easement Area as provided in the Easements on and following the date that this Agreement is executed, and upon the following terms and conditions:
  - (a) On and after possession, ACHD shall have full and unrestricted authority and right to enter upon the Property and the Easement Area and to make full use of the Property for any lawful purpose, including but not limited to, construction of the Project thereon.
  - (b) In the event that the Closing Agent is unable, for any reason, to close on the Closing Date or any date thereafter as provided in Section 7.7 of this Agreement, ACHD shall retain full and unrestricted possession and use of the Property and the Easement Area pending commencement of an action for specific performance and any final order therein or pending commencement of an action for condemnation by ACHD and issuance of an order by the court granting ACHD possession of the Property pursuant to Idaho Code § 7-721.
  - (c) Possession of the Property and the Easement Area by ACHD under this Section 6 before the date the Deed is Recorded is intended to give ACHD the right of possession pending closing of the escrow and it does not establish a Landlord-Tenant relationship between Seller and ACHD.

#### SECTION 7. Closing.

7.1. The closing under this Agreement and delivery of all cash and all executed instruments and documents contemplated herein shall take place at the offices of the Closing Agent.

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- 7.2. On or before the Closing Date, the Seller shall deposit with the Closing Agent the following instruments and documents, each duly executed, and, where appropriate, acknowledged:
  - (a) the Deed;
  - (b) the Easements; and
  - (c) such other documents as are required to affect the agreements of the Seller herein contained.
  - 7.3. On or before the Closing Date, the ACHD shall deposit with the Closing Agent the following:
  - (a) its check made payable to the order of Closing Agent for the amount of the purchase price as the same may be adjusted by Closing Agent's closing accounting reflecting the amount shown by the Closing Agent as necessary to pay ACHD's portion of closing costs and Seller's tax proration; and
  - (b) such other instruments and documents as are required to affect the agreements of the ACHD herein contained.
  - 7.4. Before the Closing Date, the Seller and ACHD shall deposit with the Closing Agent the following:
  - (a) a true copy of this Agreement, to be executed by Closing Agent; and
  - (b) such closing escrow instructions, consistent with this Agreement, as required by the Closing Agent, executed by ACHD, Seller and Closing Agent.
- 7.5. Closing Agent is authorized and directed by Seller to pay Seller's portion of the closing costs and any payments required under Section 8.1 to remove all exceptions to title to the Property which are not Exceptions to Title and by ACHD to pay ACHD's portion of the closing costs from the funds deposited with the Closing Agent by ACHD under Section 7.3.
- 7.6. When, on or before the Closing Date, the Closing Agent has received the above-described funds, instruments and documents and obtained the commitment of the title insurance company named in Section 8.1 to issue title insurance in the form described in Section 8.2, it will proceed to close by recording the Deed and obtaining the Owner's Policy of Title Insurance in the form contemplated by Section 8.2. Then the Closing Agent shall deliver its closing accounting, showing the prorations, applications and payments herein agreed to be made by the parties through the Closing Agent (the same having been submitted and approved by the parties prior to commencement of this closing process), and deliver the funds and documents related to this transaction in its possession as follows:
  - (a) To the Seller:
    - (1) the closing accounting; and

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- (2) as reflected in the closing accounting, its check for the funds to be paid to Seller on completion of closing.
- (b) To ACHD:
  - (1) the recorded Deed;
  - (2) the Easements;
  - (3) the Owner's Policy of Title Insurance;
  - (4) the closing accounting; and
  - (5) as reflected in the closing accounting, its check for the funds, if any, to be paid to ACHD on completion of closing.
- 7.7. In the event the Closing Agent is unable, for any reason, to close on the Closing Date, it shall immediately notify both parties by both (i) telephone and (ii) mail or fax of the reason. The party causing the delay shall have ten (10) days from the date of the receipt of such notification in which to cure the defect or other concern, and the Closing Date shall be extended accordingly. If the defect or other concern is cured within such period or the party not causing the delay shall waive the same by written notice delivered to the other party and Closing Agent within such period, the Closing Agent shall proceed to close. Otherwise, upon receipt of its fees the Closing Agent shall return all funds and documents in its possession to the party depositing the same and the duties of the Closing Agent shall terminate. This return of the funds and documents by the Closing Agent under this Section 7.7 shall not affect the obligations of the parties under this Agreement, and the party not in default shall have all rights and remedies for default as may be applicable including, without limitation, the remedy of specific performance.

#### SECTION 8. Title Insurance.

- 8.1. ACHD, at its sole cost, has already obtained, and made available to Seller, a Commitment for Title Insurance issued by <u>Stewart Title Company</u>, <u>dated June 11</u>, <u>2024</u>, <u>Commitment No.1806592</u>, <u>1806564 and August 7</u>, <u>2024</u>, <u>Commitment No. 2417833 (the "commitment"</u>). The commitment shows title to the Property and the Easement Area in Seller, the Property subject only to the standard general exceptions, the Exceptions to Title and such other exceptions as can be either removed by Seller through the losing process or are acceptable to ACHD under Section 8.2. Seller hereby authorizes the Closing Agent, simultaneously with closing hereunder and at Seller's sole cost and under separate escrow instructions between Seller and Closing Agent, to apply such portions of the purchase price as are necessary to obtain satisfactions and releases of encumbrances, terminations of any leases and the removal of all other exceptions to title shown on the commitment insofar as they relate to the Property.
- 8.2. On the Closing Date, the Closing Agent shall cause such title insurance company to issue an Owner's Policy of Title Insurance (upon notice to Closing Agent and Seller, at ACHD's option and at its sole cost and expense, such policy may contain extended coverage endorsements), insuring title to the Property in ACHD in the amount of that portion of the purchase price attributable to the value of the Property (exclusive of damages to the Remaining

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Property and any business located thereon, payments for the Easements), free and clear of all liens, encumbrances and other exceptions to title except the standard general exceptions, the Exceptions to Title and exceptions shown on the commitment related to the right of units of local government, irrigation, drainage and other public districts and utilities to claim levies and assessments, where no delinquencies appear of record, and any other exceptions to title ACHD has waived by written notice delivered to the Seller and Closing Agent. The premium for this policy of title insurance shall be paid by ACHD.

- 8.3 Lender's Partial Release. The parties understand that in order to enable the Closing Agent to close the purchase contemplated herein Seller is required to obtain the partial release of the Property from the encumbrance the "Lender" described as a special exception in Schedule B Section 2 to the Commitment (the "Encumbrance"). ACHD agrees to fully cooperate with Seller in Seller's efforts to obtain such partial release of the Property from the Encumbrance, and if the Lender charges an application fee to process the Seller's request for a partial release ACHD agrees to pay the same on behalf of Seller and, at no charge to Seller, otherwise make available to Lender copies of any appraisals, surveys and other information it may have with respect to the Property in its possession. Provided that the Seller proceeds in good faith to seek to obtain the partial release from the Lender and continues throughout the closing process to seek to obtain the removal of the Encumbrance as an exception to title to the Property, and complies with the terms of the Encumbrance incumbent upon Seller to perform to obtain such release, if the Lender nevertheless fails or neglects to grant the same by the Closing Date, or, prior thereto expressly refuses to grant such partial release, the Closing Agent shall so notify ACHD and Seller. This Agreement shall not thereby be terminated, nor shall Seller be in default hereunder because of Seller's inability to obtain the partial release from Lender by the Closing Date, and ACHD, at its option, on written notice delivered to the Closing Agent and Seller, shall either:
  - (a) elect to pursue any and all rights and remedies at law and in equity it may have against the Lender and/or its interest in the Property, including, without limitation, the exercise of its right of eminent domain; or
  - (b) notify the Seller and the Closing Agent that it waives the Seller's requirement to obtain such partial release and elects to purchase the Property subject to the Encumbrance.

If ACHD elects to pursue its rights and remedies against Lender (option (a), above), this Agreement shall be and remain in full force and effect, except that the Closing Date shall be extended until a final judgment in such action is entered, or other resolution of the Lender's claim against the Property is obtained. Pending such determination, the Purchase Price shall remain on deposit with the Closing Agent, or the Court if the remedy sought by ACHD against Lender requires such Court deposit. Pending resolution of ACHD's claims against Lender, Seller may cause the Closing Agent, or Court, as applicable, to place the same at interest with a national bank with offices in Ada County, Idaho, and any interest earned thereon shall belong to Seller. Payment of any attorney's fees and costs incurred by ACHD in exercising its rights and remedies against Lender under this election shall be the sole responsibility of ACHD.

If ACHD elects to purchase the Property subject to the Encumbrance (option (b) above, and subsequently the Lender demands the Purchase Price or any portion thereof from ACHD, Seller agrees to indemnify and hold ACHD harmless from and against any such claims, and associated costs and expenses ACHD may incur in defense thereof, including, without limitation, its reasonable attorney's fees, and costs of suit. This agreement to indemnify shall survive the closing under this Agreement.

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#### SECTION 9. Closing Costs.

- 9.1. ACHD shall pay the following costs and expenses in connection with the Closing:
  - (a) the costs of the recording of the Deed;
  - (b) the premium payable for the Owner's Policy of Title Insurance described in Section 8.2; and
  - (c) all of the fees of the Closing Agent required to accommodate the terms and provisions of closing under this Agreement, exclusive of those described in Section 9.2(a).
- 9.2. Seller shall pay the following costs and expenses in connection with the Closing:
  - (a) All costs and expenses related to obtaining the removal of all exceptions to Seller's title to the Property which are not Exceptions to Title, and
  - (b) Seller's portion of property taxes and assessments determined under Section 10.

<u>SECTION 10</u>. <u>Proration of Property Taxes</u>. Property taxes on the Property for the current year which are a lien but not yet due and payable shall be prorated between ACHD and Seller as of the Closing Date based on the assessed value of the Property and the assessed value of the entire parcel (the Property plus the Remaining Property), without improvements, for the year prior to closing hereunder. The Seller shall pay the Closing Agent the Seller's prorated portion of property taxes. The Closing Agent shall submit the prorated portion to the appropriate county assessor's office.

#### SECTION 11. Access for Inspection and Indemnification; Possession.

- 11.1. From and after the date of this Agreement until the date ACHD takes possession of the Property as provided in Section 11.2, Seller extends to ACHD, its Commissioners, employees, contractors and agents, access to the Property and the Easement Area during normal and customary business hours, to inspect, survey, sample and test soils and similar purposes. In exercising this right of access, ACHD will cooperate with Seller so as not to materially interfere with Seller's use of the Property or the Easement Area, or the use of the same by tenants of Seller. ACHD hereby indemnifies and holds Seller harmless from and against any and all loss, injury, death or damage caused by or arising out of the acts or omissions of ACHD, its Commissioners, employees, contractors and agents, in their exercise of this right of access, and any attorney fees and costs that might be incurred by Seller in defending any such claim.
- 11.2. ACHD shall be entitled to possession of the Property and to possession of the Easement Area from and after the date that this Agreement is executed, and upon the following terms and conditions:

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- (a) On and after possession, ACHD shall have full and unrestricted authority and right to enter upon the Property and the Easement Area and to make full use of the Property for any lawful purpose, including but not limited to, construction of the Project thereon.
- (b) In the event that the Closing Agent is unable, for any reason, to close on the Closing Date or any date thereafter as provided in Section 7.7 of this Agreement, ACHD shall retain full and unrestricted possession and use of the Property and the Easement Area pending commencement of an action for specific performance and any final order therein or pending commencement of an action for condemnation by ACHD and issuance of an order by the court granting ACHD possession of the Property pursuant to Idaho Code § 7-721.
- (c) Possession of the Property and/or the Easement Area by ACHD under this Section 11.2 before the date the Deed is recorded is intended to give ACHD the right of possession pending closing of the escrow and it does not establish a Landlord-Tenant relationship between Seller and ACHD.

#### SECTION 12. Affirmative Covenants and Warranties; Survival.

- 12.1. From and after the date of this Agreement until possession of the Property and Easement Area is delivered to ACHD, Seller covenants and agrees that Seller will: (i) refrain from creating or incurring any mortgage, lien, or other encumbrance in any way affecting the Property; (ii) sell or otherwise transfer ownership or possession of the Property or the Easement Area; (iii) not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property or the Easement Area in violation of applicable laws; (iv) not commit any waste or allow any nuisance upon the Property or the Easement Area; (v) maintain and keep the Property and the Easement Area in its present condition; and (vi) observe all laws, ordinances, regulations, and restrictions affecting the Property and its use and the Easement Area and its use.
- 12.2. Seller warrants that neither Seller, nor, to the knowledge of Seller, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any Hazardous Materials under, in, or about the Property or the Easement Area, or transported any Hazardous Materials to or from the Property or the Easement Area in violation of applicable laws.
- 12.3. In addition to the obligations required to be performed hereunder by Seller at the closing, Seller agrees to perform such other acts, and to execute, acknowledge, and/or deliver subsequent to the closing such other documents as ACHD may reasonably request in order to effectuate the complete consummation of the transaction contemplated herein.
- 12.4. These covenants and warranties by Seller shall not be merged into the Deed and shall survive the closing under this Agreement.
- <u>SECTION 13.</u> Remedies for Default. In the event of the failure or neglect by either party in the performance required under this Agreement, the other party shall have all the remedies available under the laws of the State of Idaho for breach of a contract, including the remedy of specific performance.

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

<u>SECTION 14.</u> <u>Attorneys' Fees.</u> Should either party or the Closing Agent find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, the unsuccessful party in any final judgment entered therein agrees to reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment.

SECTION 15. Notices. Any and all notices required to be given by either of the parties hereto and/or by the Closing Agent shall be in writing and deemed delivered when either (i) delivered personally, or (ii) sent by fax by a program that will confirm fax delivery to the fax telephone number set forth in Section 1 and with a copy by First Class U. S. Mail, postage prepaid, addressed to the other party, and/or the Closing Agent at the address set forth in Section 1, or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the other party and/or the Closing Agent at the address set forth in Section 1, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

<u>SECTION 16</u>. <u>Applicable Law</u>. This Agreement shall be governed by, and construed in accordance with, the law of the State of Idaho.

<u>SECTION 17.</u> <u>Incorporation of Attachments & Exhibits.</u> It is agreed that all attachments and exhibits to this Agreement are incorporated by reference and made a part of the terms, provisions, and covenants of this Agreement.

<u>SECTION 18.</u> <u>Binding Effect; Assignment.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors provided no assignment of their respective rights and obligations hereunder shall be made by either party without the written consent of the other.

<u>SECTION 19</u>. <u>Time of Essence</u>. All times provided for in this Agreement or in any other instrument or document incorporated herein or contemplated hereby for the performance of an act will be strictly construed, it being agreed that time is of the essence of this Agreement.

<u>SECTION 20.</u> <u>Entire Agreement: Modification.</u> This Agreement and the Exhibits attached hereto embody and constitute the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

SECTION 21. Warranty of Authority to Execute.

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

- 21.1. The person(s) executing this Agreement on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD, and that upon execution of this Agreement on behalf of ACHD, the same is binding upon, and shall inure to the benefit of, ACHD.
- 21.2. If Seller is not a natural person, the person(s) executing the Agreement on behalf of Seller represent(s) and warrant(s) due authorization to do so on behalf of Seller, and that upon execution of this Agreement on behalf of Seller, the same is binding upon, and shall inure to the benefit, of Seller.

<u>SECTION 22.</u> <u>Counterparts.</u> This Agreement shall be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

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

SELLER: TAPESTRY HOMEOWNERS' ASSOCIATIO INC.
Authorized Representative
CONTRACT LAND STAFF, LLC:
Joie Ruppert Perry, Negotiator
ADA COUNTY HIGHWAY DISTRICT:
Michele White, Sr. Right-of-Way Agent
David Serdar, Right-of-Way Supervisor

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

## **CLOSING AGENT AGREEMENT**

Closing Agent hereby accepts the provisions of this Agreement which relate to closing the sale and purchase herein contemplated as set forth in Sections 3, 5, 7, 8, 9, 10 and 15 and hereby agrees to perform its responsibilities thereunder, and ACHD agrees to pay its fees for such services. After closing, Closing Agent agrees to deliver to each of the parties a copy of all the documents.

Dated this day o	of, 202	
	CLOSING AGENT	
	Ву:	
	Title:	

## **ENCLOSURES AS STATED:**

Warranty Deed
Permanent Easement
Temporary Construction Easement
Compensation Summary

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

DocuSign Envelope ID: C6F35591-7522-4EDE-9D3E-4084D76BF430



131 SW 5th Ave, Suite A Meridian, ID 83642 (208) 288-1992

#### EXHIBIT 'A'

Project No. 522038, Linder Road

Parcel No. 13

Fee Acquisition Parcel 13 Tapestry Subdivision Homeowners Association Inc.

March 29, 2024

#### Description for fee Acquisition - Parcel 13

A portion of Lot 1, Block 2, Plat of Tapestry Subdivision according to the Plat thereof, recorded in Book 99 of Plats, pages 12606 thru 12608, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of Section 14, Township 3 North, Range 1 West, said point being on the centerline of Linder Road Engineers Station (LRES) 62+94.78 as shown on the Right-of-Way Plan "Linder Road, Overland Road to Franklin Road" prepared by Keller Associates, from which the east 1/4 corner of said Section 14 bears, South 0°33'17" West, 2,657.40 feet; thence along the east line of said Section 14, South 0°33'17" West, 2,201.38 feet, to a point being on the centerline of (LRES) 40+93.40; thence leaving said east line North 89°26'43"West, 38.00 feet to a point on the Existing Right-of-Way line of Linder Road and the north line of said Lot 1, Block 2, said point being 38.00 feet left of (LRES) 40+93.40; said point being the POINT OF BEGINNING.

thence along said Existing Right-of-Way line, South 00°33'17" West, 116.08 feet, more or less, to the south line of said Lot 1, Block 2, being 38.00 feet left of (LRES) 39+77.31;

thence along said south line, North 89°12'59" West, 8.50 feet to the proposed new Right-of-Way line, being 46.50 feet left of (LRES) 39+77.35;

thence along said new Right-of-Way line, North 00°33'17" East, 64.11 feet, being 46.50 feet left of (LRES) 40+41.46;

thence continuing along said new Right-of-Way line, North 89°26'43" West, 1.50 feet, more or less, to the westerly boundary line of said Lot 1, Block 2, being 48.00 feet left of (LRES) 40+41.46;

thence along said new Right-of-Way line and the westerly boundary line of said Lot 1, Block 2, North 00°33'17" East, 61.94 feet, more or less, to the Existing Right-of-Way line of Bayeux Drive, being 48.00 feet left of (LRES) 41+03.40;

thence along said Existing Right-of-Way line, South 44°26'41" East, 14.14 feet to the POINT OF BEGINNING.

Containing 1,114 square feet or (0.026 acres), more or less.



GROWING POSSIBILITIES

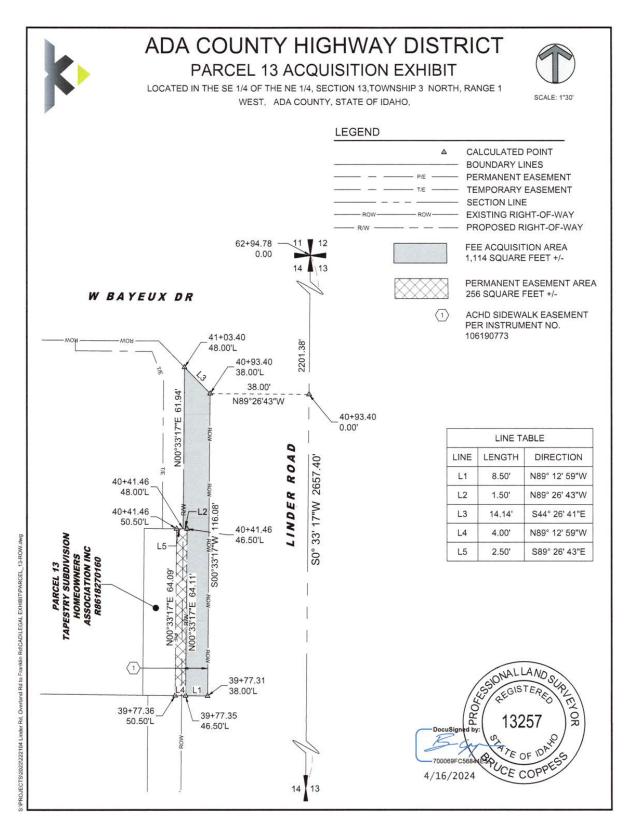
Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020



The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

(Reserved for Ada County Recorder)

# **WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between, TAPESTRY SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., an Idaho Corporation, the "GRANTOR", and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTEE";

#### WITNESSETH:

FOR VALUE RECEIVED, the GRANTOR has granted, conveyed, bargained and sold, and does hereby grant, bargain, sell, convey and confirm to the GRANTEE and its successors and assigns forever, that certain real property situated in the COUNTY OF ADA, STATE OF IDAHO, more particularly described on <u>Exhibit "A"</u> attached hereto and by this reference made a part hereof;

TOGETHER with all and singular the buildings, structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof (the "Premises").

SUBJECT TO those exceptions to title to which this conveyance is expressly made subject, more particularly described on <u>Exhibit "B"</u>, and those made, suffered or done by the GRANTEE: (a) the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Premises; and (b) GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of said Premises in fee simple and has the right and authority to convey the same to GRANTEE, and GRANTOR will defend the GRANTEE's title from all lawful claims whatsoever.

The current address of the GRANTEE is:

Ada County Highway District 3775 Adams Street Garden City, Idaho 83714-6499

Project Name: Linder Rd, Overland Rd to Franklin Rd

Project: 321062 / 522038

(SEAL)

Signature of Notary Public

My commission expires: \_\_\_\_\_

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

## **EXHIBIT B to WARRANTY DEED**

ACHD PARCEL NO: 13 Order No.: 1806592

13. Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded October 18, 2007 as Instrument No. 107142740

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. 108021600.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. 110062583.

Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded May 4, 2009, as Instrument No. 109050871

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

ACHD PARCEL NO: 15 Order No.: 1806564

13. Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded October 18, 2007 as Instrument No. 107142740

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. 108021600.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. 110062583.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Version: 5/20/08

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded May 4, 2009, as Instrument No. 109050871

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

ACHD PARCEL NO: 16 Order No.: 2417833

14. Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded as Instrument No. 109050871.

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. 108021600.

Modification(s) of said Covenants, Conditions, and Restrictions in an Instrument recorded as Instrument No. 110062583.

15. Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded as Instrument No. 107142740.

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

**EXHIBIT "B"** 

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

(Reserved for Ada County Recorder)

## PERMANENT EASEMENT

	This PERMANENT	EASEMENT (t	ne "Easement"),	is made a	nd entered	into this _	day of
		, 20, k	y and between,	<b>TAPESTR</b>	Y SUBDIVI	SION HOM	<b>EOWNERS</b>
<b>ASSOC</b>	ATION, INC., an lo	daho Corporatio	n, hereinafter re	eferred to as	"GRANTO	R," and AD	A COUNTY
HIGHW/	AY DISTRICT, a b	ody politic and	corporate of t	he State of	<b>f Idaho</b> , he	reinafter re	ferred to as
"ACHD."			-				

#### WITNESSETH:

## FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

#### SECTION 1. Recitals.

- 1.1 GRANTOR owns the real property located in Ada County, Idaho more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter "Servient Estate").
- 1.2 ACHD has jurisdiction over the public highways, including sidewalks, and public rights-of-way which adjoin and are adjacent to the Servient Estate (hereinafter the "Dominant Estate").
- 1.3 ACHD desires to obtain an easement on, over and across the Servient Estate for the purposes hereinafter described, and, for the consideration and on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such easement to ACHD.

#### SECTION 2. Grant of Easement and Authorized Uses.

GRANTOR hereby grants to ACHD a permanent exclusive easement over and across the Servient Estate for use by the public, including pedestrians and bicyclists, and the following uses and purposes:

- (a) placement of a Public Right-of-Way (as defined in Idaho Code, section 40-117);
- (b) construction, reconstruction, operation, maintenance and placement of necessary culverts, sluices, drains, ditches, waterways, embankments, retaining walls, grade separation structures, roadside improvements, pedestrian facilities, and any other structures, works or fixtures incidental to the preservation or improvement of an adjacent Highway;

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

(c) statutory rights of ACHD, utilities and irrigation districts to use the Public Right-of-Way.

#### SECTION 3. Permanent Easement; Covenants Run with the Land.

This is a permanent easement. This Easement, and the covenants contained herein shall be a burden upon the Servient Estate and shall run with the land. The Easement and the covenants and agreements made herein shall inure to the benefit of and be binding upon, ACHD and GRANTOR, and Grantor's successors and assigns to the Servient Estate.

#### SECTION 4. Appurtenant.

The Easement herein granted is appurtenant to the Dominant Estate and a burden on the Servient Estate.

#### SECTION 5. Maintenance.

ACHD shall maintain the physical integrity of any facilities constructed by ACHD on the Servient Estate in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of ACHD and sound engineering practices. The repair and maintenance of such facilities shall be at the sole cost and expense of ACHD; provided if the damage to such facilities is as a result of the activities of GRANTOR, GRANTOR'S guests, invitees, contractors or agents, the repair shall be at the sole cost and expense of GRANTOR. This Section shall not release GRANTOR'S obligation to provide routine maintenance required under any applicable state or local law, ordinance, or regulation as to any pedestrian facilities that may be placed on the Servient Estate.

#### SECTION 6. Indemnification.

ACHD shall, subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome GRANTOR from expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by the ACHD or the ACHD's officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way out of ACHD's construction, use and maintenance on the Servient Estate. Any such indemnification hereunder by the ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by the ACHD shall in no event cause the liability of the ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of GRANTOR.

### SECTION 7. Recordation.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

TO HAVE AND TO HOLD this Easement unto the ACHD forever.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate; and, GRANTOR warrants to ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day, month and year first set forth above.

	HOMEOWNERS' ASSOCIATION, INC.		
	Authorized Representative		
State of IDAHO ) ss.			
County of ADA )			
This record was acknowledged before me on thisasas			
Association, Inc.			
(SEAL)			
	Signature of Notary Public		
	My commission expires:		

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

# TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this	_ day of		20, by and between,
TAPESTRY SUBDIVISION HOMEOWNERS'	ASSOCIATION, INC.,	an Idaho (	Corporation, hereinafter
"GRANTOR" and ADA COUNTY HIGHWAY DI	ISTRICT, a body politic a	and corporat	e of the State of Idaho,
hereinafter "ACHD";		-	

#### WITNESSETH:

FOR VALUE RECEIVED, and for the term and uses and on the terms and conditions hereinafter set forth, GRANTOR does hereby grant to ACHD an easement (the "Easement") under, over, through and across that certain real property owned by GRANTOR situated in the COUNTY OF ADA, STATE OF IDAHO more particularly described/depicted on <u>Exhibit "A"</u> attached hereto and by this reference made a part hereof (the "Servient Estate").

This grant is made on the following terms:

- 1. <u>Authorized Uses By ACHD</u>. ACHD's use of the Easement granted herein shall be in connection with the construction and improvement of a highway on adjoining and abutting property owned by ACHD municipally known as <u>Linder Rd.</u>, Overland Rd., to Franklin Rd., (the "Dominant Estate"), for access and egress for equipment and vehicles, for construction, excavation, storage of earth and other materials thereon, for surveying, and for all other reasonable uses that are necessary, advisable or convenient to ACHD in connection with such highway construction and improvement project, and for ingress and egress to and from the Dominant Estate.
- 2. <u>Use by Others Under ACHD</u>. ACHD's right to so use the Servient Estate during the term of the Easement shall extend to use by ACHD's Commissioners, employees, contractors, and agents.
- 3. Term. This Easement shall be for a term commencing on the date construction activities begin on the Servient Estate and expiring one year after the date construction activities begin on the Servient Estate, provided that ACHD may elect to extend this Easement for an additional year by paying GRANTOR a sum equal to the value received for this Easement. In the event the highway construction and improvement project on the Dominant Estate is completed prior to the expiration of the term of this Easement, this Easement shall terminate automatically. On the expiration of the term of this Easement, the rights and privileges granted to ACHD hereunder shall cease and terminate and this Easement shall be null and void and of no further force and effect.
- 4. <u>Indemnification.</u> ACHD hereby agrees to indemnify and hold GRANTOR harmless from and against any and all claims for loss, injury, death and damage caused by or arising out of the use of the Servient Estate by ACHD, its Commissioners, employees, contractors and agents, hereunder, and including, without limitation, attorney's fees and costs that might be incurred by GRANTOR in defending any such claims.

Project: 321062 / 522038

Name: Tapestry Subdivision Homeowners' Association, Inc.

R/W Parcel No: 13,15,16

14T3NR1W

APN: R8618270160, R8618270010, R8618270020

- 5. <u>Restoration on Expiration of Term.</u> On the expiration of the term of this Easement, the Servient Estate shall be restored by ACHD, at its sole cost and expense, to at least as good a condition as existing on the date of this Indenture.
- 6. <u>Binding Effect.</u> This Easement, and the covenants and agreements herein contained, shall, during the entire term hereof, be binding upon and inure to the benefit of (i) ACHD AND GRANTOR, respectively, and their successors and assigns, and (ii) their respective interests in the Dominant and Servient Estates.
  - 7. <u>Appurtenant.</u> The Easement herein granted is appurtenant to the Dominant Estate.

TO HAVE AND TO HOLD this Easement unto the ACHD for the term hereinabove set forth.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and GRANTOR warrants to the ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

IN WITNESS WHEREOF, this Temporary Construction Easement has been duly executed by the parties, the day, month, and year herein first above written.

GRANTOR: TAPESTRY S ASSOCIATION, INC.	UBDIVISION	HOMEOWNERS
Authorized Representative		
CONTRACT LAND STAFF, LLC	<b>)</b> :	
Joie Ruppert Perry, Negotiator		
ADA COUNTY HIGHWAY DIST	RICT:	
David Serdar, Right-of-Way Sup	ervisor	
Michele White, Sr. Right-of-Way	Agent	

# NO ACKNOWLEDGEMENT NEEDED. THIS EASEMENT IS NOT TO BE RECORDED



#### EXHIBIT 'A'

Project No. 522038, Linder Road
Parcel No. 15
Temporary Easement Parcel 15 Tapestry Subdivision Homeowners Association Inc.
March 29, 2024

#### Description for Temporary Easement - Parcel 15

A portion of Lot 1, Block 1, Plat of Tapestry Subdivision according to the Plat thereof, recorded in Book 99 of Plats, pages 12606 thru 12608, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of Section 14, Township 3 North, Range 1 West, said point being on the centerline of Linder Road Engineers Station (LRES) 62+94.68 as shown on the Right-of-Way Plan "Linder Road, Overland Road to Franklin Road" prepared by Keller Associates, from which the east 1/4 corner of said Section 14 bears, South 0°33'17" West, 2,657.40 feet; thence along the east line of said Section 14 South 0°33'17" West, 2,053.48 feet, to a point being on the centerline of (LRES) 42+41.30; thence leaving said east line North 89°26'43"West, 38.00 feet to a point on the Existing Right-of-Way line and the north line of said Lot 1, Block 1, said point being 38.00 feet left of (LRES) 42+41.30; thence along said north line, North 89°12'28" West, 12.50 feet, to the Permanent Easement line, being 50.50 feet left of (LRES) 42+41.35, said point being the POINT OF BEGINNING.

thence along said Permanent Easement line, South 00°33'17" West, 21.08 feet to the Temporary Easement line, being 50.50 feet left of (LRES) 42+20.27;

thence along said Temporary Easement line, North 89°26'43" West, 5.00 feet, being 55.50 feet left of (LRES) 42+20.27;

thence continuing along said Temporary Easement line, North 00°33'17" East, 21.10 feet, to the north line of said Lot 1, Block 1, being 55.50 feet left of (LRES) 42+41.37;

thence along said north line, South 89°12'28" East, 5.00 feet, to the POINT OF BEGINNING.

Containing 105 square feet or (0.002 acres), more or less.





# ADA COUNTY HIGHWAY DISTRICT

# PARCEL 15 ACQUISITION EXHIBIT



LOCATED IN THE SE 1/4 OF THE NE 1/4, SECTION 14,TOWNSHIP 3 NORTH, RANGE 1 WEST, ADA COUNTY, STATE OF IDAHO,

			LEGEND
	LINE TA		CALCULATED POINT BOUNDARY LINES
LINE	LENGTH	DIRECTION	PE PERMANENT EASEMENT TE TEMPORARY EASEMENT
L1	27.95'	N23° 03' 17"E	TEMPORARY EASEMENT SECTION LINE
L2	8.50'	S89° 12' 28"E	ROW—ROW—EXISTING RIGHT-OF-WAY
L3	1.14'	S45° 33' 17"W	PROPOSED RIGHT-OF-WAY
L4	5.00'	N89° 26' 43"W	FEE ACQUISITION AREA 609 SQUARE FEET +/-
L5	3.00'	N00° 33' 17"E	PERMANENT EASEMENT ARE
L6	3.47'	S89° 26' 43"E	301 SQUARE FEET +/-
L7	23.60'	N23° 03' 17"E	TEMPORARY EASEMENT ARE
L8	4.00'	S89° 12' 28"E	105 SQUARE FEET +/-
L9	5.00'	N89° 26' 43"W	(1) ACHD SIDEWALK EASEMENT
L10	21.10'	N00° 33' 17"E	PER INSTRUMENT NO. 62+94.78 — 11 ▼ 12 106190773
L11	5.00	S89° 12' 28"E	42+41.35
TAPESTRY HOM ASSOC	RCEL 15 Y SUBDIVIS EOWNERS EIATION INC 18270010	41+88.20	KOW 33'17"E 5 ROW 33'17"E 5 NO0°33'17"E 5 NO0°33'17"E 5 NO0°33'17"E 5 SO0°33'17"W 2657.40'
	41+66.3 63.00' P/E MOS L EUX D (	L L6 L6 L4 R 13.39	41+83.39 38.00'L  41+64.20 57.19'L L3 +63.39 .00'L  41+64.20 4/16/202 CE COPPES

S:IPROJECTSI2022I222104 Linder Rd, Overland Rd to Franklin RdICADILEGAL EXHIBITIPARCEL\_15-ROW.dwg

