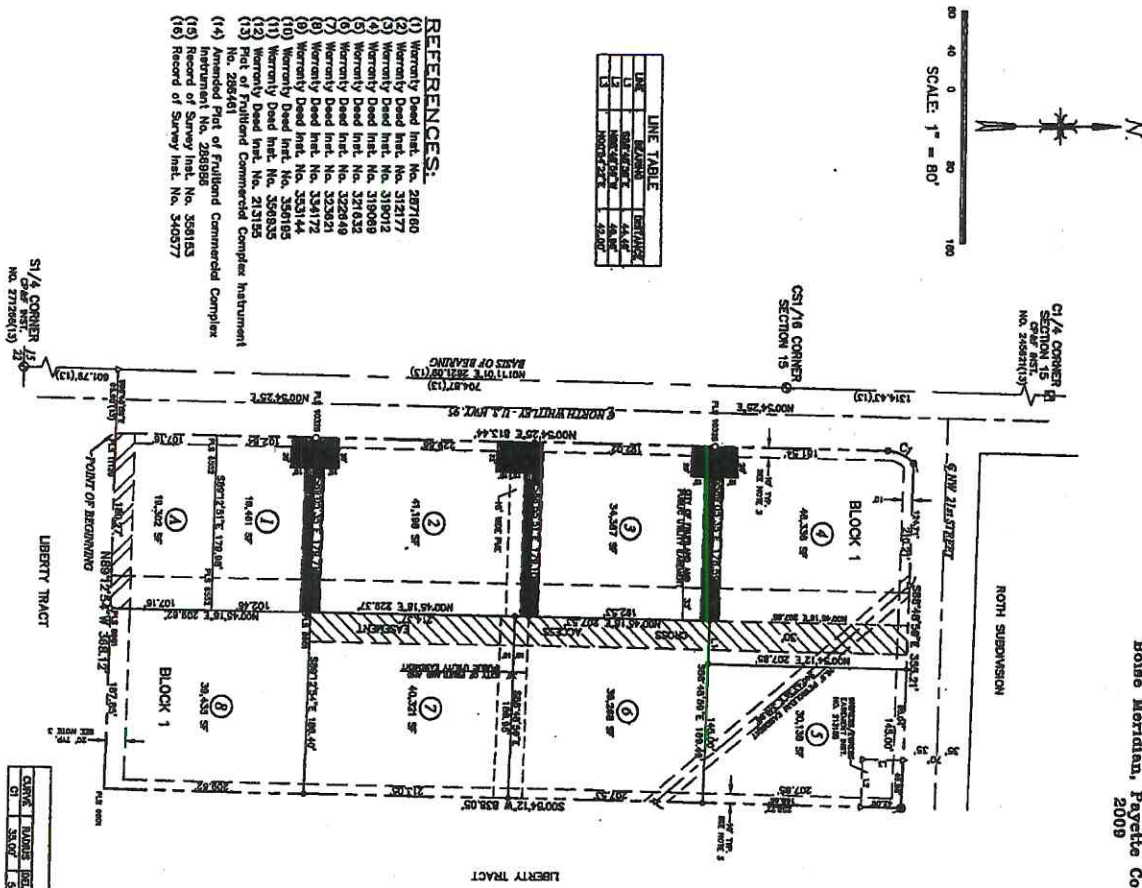


EXHIBIT "A"

REPLAT OF  
FRUITLAND COMMERCIAL COMPLEX  
A Portion of the West Half of the SE 1/4 of  
Section 16, Township 8 North, Range 6 West of the  
Boise Meridian, Payette County, Idaho  
2009

0364076

Book 1 pages 29 Sheet 1 of 3



Instrument # 364076 Book 7 Pg 29  
STATE OF IDAHO, PAYETTE COUNTY  
12-16-2009 01:08:46 No. of Pages: 3  
Recorded for : ALS LAND SURVEYING  
BETTY J DRESSEN Fee \$1.00  
Ex-Office Recorder Deputy  
Index to: SUBDIVISION PLAT

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	35.00'	50°45'46"	31.01'	16.81'	30.00'	N61°17'0"E

NOTES:

- 1) ALL SURVEYING DATA SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF SURVEY OF THE BUILDING FOR EACH LOT.
- 2) ANY RECONSTRUCTION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RECONSTRUCTION.
- 3) A 10' (10) FOOT WIDE EASEMENT, INCLUDING PUBLIC UTILITIES EASEMENT IS HEREBY RESERVATED ALONG THE NORTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 2, UNLESS OTHERWISE SPECIFIED.
- 4) A 10' (10) FOOT WIDE EASEMENT, INCLUDING PUBLIC UTILITIES EASEMENT IS HEREBY RESERVATED ALONG THE NORTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 2, UNLESS OTHERWISE SPECIFIED.
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- 20) A 10' (10) FOOT WIDE EASEMENT, INCLUDING PUBLIC UTILITIES EASEMENT IS HEREBY RESERVATED ALONG THE NORTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 2, UNLESS OTHERWISE SPECIFIED.

(N89°07'25\"/>

- LEGEND
- Boundary Line
  - Section Line
  - Lot Line
  - Easement Line
  - Existing Right-of-Way
  - Centerline
  - 30' Wide Cross Access Easement
  - Access and Public Utilities Easement
  - 20' Wide Private Access (in Favor of Lots A and B)
  - Public Utilities Easement
  - Brass Cap
  - Aluminum Cap
  - Found 5/8\"/>

Date of Record  
Public Utilities Easement



SHEET 1 OF 3  
7488-01-02 FINAL PLAT  
Land Surveying & Planning  
1103 West Main Street  
Middleton, Idaho  
208-565-5658

## EXHIBIT "A"

## CERTIFICATE OF OWNERS:

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE PARTIES LISTED BELOW ARE THE OWNERS OF THE REAL PROPERTY HERENAFTER DESCRIBED AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS PLAT.

THE FOLLOWING DESCRIBES A PORTION OF THE FRUITLAND COMMERCIAL COMPLEX (FCC) AS FILED FOR RECORD IN THE OFFICE OF THE PAYETTE COUNTY CLERK, BOOK 7 PAGE 25, SUBDIVISION PLATS UNDER INSTRUMENT NO. 288461, BEING A PORTION OF THE WEST HALF OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF FRUITLAND, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, THENCE, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 15, NORTH 101°15' E, 60.78 FEET, THENCE, SOUTHWEST, BEING THE POINT OF BEGINNING, THENCE, ALONG THE WESTERLY LINE OF SAID FCC, NORTH 24°25' E, 81.44 FEET, TO THE BEGINNING OF THENCE, 31.01 FEET, TO THE RIGHT OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 50°43'48", BEING SUBTENDED BY A CHORD HAVING A LENGTH OF 25.00 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF NORTHWEST 21ST STREET, THENCE, S60°43'48" E, 838.05 FEET, TO THE SOUTHEAST CORNER OF SAID FCC, THENCE, S00°34'12" W, 638.05 FEET, TO THE SOUTHEAST CORNER OF SAID FCC, THENCE, ALONG THE SOUTHERLY LINE OF SAID FCC, NORTH 72°34' W, 388.12 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF REAL PROPERTY CONTAINS 7.08 ACRES, MORE OR LESS.

THE EASMENTS IMPOSED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASMENTS ARE HEREBY RESERVED FOR THE USE OF THE PARTIES LISTED BELOW FOR ANY OTHER USE AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE CONSTRUCTED ON THE PARTS OF SAID EASMENTS. WE CERTIFY THAT ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE RECEIVING WATER AND SEWER SERVICE FROM THE EXISTING CITY OF FRUITLAND PUBLIC WATER AND SEWER SYSTEMS, WHO HAS AGREED TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

*Frank D. Teinissen* FRUITLAND COMMERCIAL DEVELOPMENT, LLC

*Frank D. Teinissen* BANK OF THE CASCADES

*Frank D. Teinissen* DICKINSON FROZEN FOODS, INC.

*Frank D. Teinissen* FRANK D. TEINISSEN

*Frank D. Teinissen* FRANK D. TEINISSEN

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*Frank D. Teinissen* FRANK D. TEINISSEN

# REPEAT OF FRUITLAND COMMERCIAL COMPLEX A Portion of the West Half of the SE 1/4 of Section 15, Township 6 North, Range 3 West of the Boise Meridian, Payette County, Idaho 2009

## CERTIFICATE OF PAYETTE COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR OF PAYETTE COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID COUNTY, AND THAT THE PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO RECORDS.

*David H. Hines* DISTRICT 308 DATE *11/25/09*

PAYETTE COUNTY SURVEYOR

## CERTIFICATION OF THE COUNTY TREASURER

I HEREBY CERTIFY THIS *20th* DAY OF *December*, 2009, BEFORE ME, THE COUNTY CLERK OF IDAHO, THAT THE RECORDS OF SAID COUNTY, AND THAT THE PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO RECORDS, AND THAT THE PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO RECORDS, AND THAT THE PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO RECORDS.

*Frank D. Teinissen* DATE *11/25/09*

PAYETTE COUNTY CLERK

*Frank D. Teinissen* DATE *11/25/09*

PAYETTE COUNTY CLERK

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PAYETTE COUNTY CLERK

*Frank D. Teinissen* DATE *11/25/09*

PAYETTE COUNTY CLERK

*Frank D. Teinissen* DATE *11/25/09*

PAYETTE COUNTY CLERK

## PAYETTE COUNTY APPROVALS

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS REPEAT OF FRUITLAND COMMERCIAL COMPLEX HAS BEEN ACCEPTED AND APPROVED BY EACH OF US AND THAT THE RECORDS OF SAID COUNTY, AND THAT THE PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO RECORDS, AND THAT THE PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO RECORDS, AND THAT THE PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO RECORDS.

*Frank D. Teinissen* DATE *12/18/09*

*Frank D. Teinissen* DATE *12/18/09*

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*Frank D. Teinissen* DATE *12/18/09*

*Frank D. Teinissen* DATE *12/18/09*



1103 West Main Street  
 Middleton, Idaho 83658-0058

*Walter L. Neitz* LICENSE NO. 797



**CERTIFICATE OF SURVEYOR**  
 I, WALTER L. NEITZ, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, THAT THIS REPEAT OF FRUITLAND COMMERCIAL COMPLEX HAS BEEN ACCEPTED AND APPROVED BY EACH OF US AND THAT THE RECORDS OF SAID COUNTY, AND THAT THE PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO RECORDS, AND THAT THE PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO RECORDS, AND THAT THE PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO RECORDS.

## DISTRICT HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH SECTION 50-1324, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

*Robert H. Hines* DATE *12/18/09*

DISTRICT HEALTH DEPARTMENT, BNS



## EXHIBIT "A"

REPLAY OF  
**FRUITLAND COMMERCIAL COMPLEX**  
 A Portion of the West Half of the SE 1/4 of  
 Section 15, Township 8 North, Range 5 West of the  
 Boise Meridian, Payette County, Idaho  
 2009

0364076

Book 7 Page 25 Sheet 393

**ACKNOWLEDGMENT**  
 STATE OF IDAHO  
 COUNTY OF PAYETTE ) SS

ON THIS 23rd DAY OF NOVEMBER, 2009, BEFORE ME, A  
 NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED,  
 NAME IS SUBSCRIBED TO IN THE FOREGOING INSTRUMENT, AND  
 I HAVE HERETO SET MY HAND THE DAY AND YEAR IN THIS CERTIFICATE  
 FIRST ABOVE WRITTEN.

2009-24  
 NOTARY PUBLIC  
 PAYETTE  
 RESIDING AT  
8123/2013  
 MY COMMISSION EXPIRES

**ACKNOWLEDGMENT**  
 STATE OF IDAHO  
 COUNTY OF PAYETTE ) SS

ON THIS 23rd DAY OF NOVEMBER, 2009, BEFORE ME, A  
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2009-24  
 NOTARY PUBLIC  
 PAYETTE  
 RESIDING AT  
8123/2013  
 MY COMMISSION EXPIRES

**ACKNOWLEDGMENT**  
 STATE OF IDAHO  
 COUNTY OF PAYETTE ) SS

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2009-24  
 NOTARY PUBLIC  
 PAYETTE  
 RESIDING AT  
8123/2013  
 MY COMMISSION EXPIRES

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2009-24  
 NOTARY PUBLIC  
 PAYETTE  
 RESIDING AT  
8123/2013  
 MY COMMISSION EXPIRES

**ACKNOWLEDGMENT**  
 STATE OF IDAHO  
 COUNTY OF PAYETTE ) SS

ON THIS 24th DAY OF November, 2009, BEFORE ME, A  
 NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED,  
 NAME IS SUBSCRIBED TO IN THE FOREGOING INSTRUMENT, AND  
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2009-24  
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 PAYETTE  
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 COUNTY OF PAYETTE ) SS

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2009-24  
 NOTARY PUBLIC  
 PAYETTE  
 RESIDING AT  
8123/2013  
 MY COMMISSION EXPIRES



SHEET 3 OF 3  
 7489-01-02 FINAL PLAT  
 Land Surveying &  
 Planning  
 1103 West Main Street  
 Caldwell, Idaho  
 208-588-5858

**Variance #1** Lots #6, #7, #8 will have acceptable access through the 30' common access easement and/or through the access easements to Highway 95 (Whitley Drive) dedicated along Lot A, between 1 and 2, between 2 and 3, and between 3 and 4. These lots will not have access to a city street.

- The 30' cross access easement across the east end of Lot #4, the west ends of Lots #6 and #7 as shown in Exhibit "A". The development of this common easement access area will be compliant with city ordinances for storm water, private roadway, sidewalk, curbing and lighting. In the event that this area can be used to obtain a grant for encouragement of businesses to enter the state, each property owner will agree to dedicate this ground as public right of way for development under such guidelines within the scope of the existing easement.
- Time of payment for said development will be mutually agreed upon and paid by the first developer and such costs as apportioned below will be attached to the undeveloped property and will be paid when the property is developed or sold. The financing developer will be entitled to a 5% annual return on their investment.
- Subdivision Lot #6 and #7
  - Upon improvement of said lots the respective owners will pay for the installation of necessary water service and fire protection to meet city requirements for the building lot.
  - Each of lot #6, #7 and #8 will responsible for 33.33% of the development of the private 30' cross access easement as shown within Exhibit "A".
- Subdivision Lot #8
  - This lot is responsible for 33.33% of the development of the private 30' cross access easement as shown within Exhibit "A".
  - The current owners of Lot #8 will sign over the real property of the common access easement to the current property owners or to public right of way in the event that a grant can be secured to improve this area. In simple terms (details have been prepared by the title company for property transfer) lot #4 will receive the parcel owned by FCD located between Lot #4 and Lot #5. Lot #6 will receive the property owned by the bank located between Lot #3 and Lot #6. Lot #7 will receive the property owned by FCD between Lot #2 and Lot #7. Financial terms associated with this transaction have been handled separately as payment for engineering/survey services for the replatting process.
- Subdivision Lot #1 owner at his expense agrees to develop a private ingress/egress access easement 20' in width from Highway 95 on the west to Lot #8 on the east along the southern most boundary of the subdivision and reserve this easement for access purposes for Lot #1 and Lot #8. This access easement will be maintained equally by Lot 1, Lot A and Lot 8. The private maintenance will be shared once development and occupancy occurs.



- Subdivision Lot #1 owner provides Lot #8 the right to build and maintain at their expense a business presence sign on the north west corner of Lot #1 adjacent to the access entrance between Lot #1 and Lot #2. Such signage can only be erected upon issuance of sign permits issued by the Idaho Transportation Department and the City of Fruitland, a building permit and commencement of construction for a building on Lot #8. Additionally the signage must be of equal quality and aesthetic design to the signs currently installed on Lot #1 and Lot #2. Additionally the city agrees to allow the signage for lot #8 to be located off of the property owned by lot #8 after all permits are issued.
- Subdivision Lot #1 north boundary easement will be reduced from 20' to 10'. Every lot agrees to relinquish all rights to the existing 10' easement upon which the existing building was constructed. All easement sizing has been documented on Exhibit "A".
- Subdivision Lot #2 at their expense agrees to move their lot line north 15' onto Lot #3 only while both lots continue under their ownership. All necessary easements will be vacated as necessary.
- Subdivision Lot #2 at their expense and when building permits are issued for construction to begin for any of lot #6, #7, #8 will remove 10' of landscaping from the common access easement between lot #2 and lot #1 and pave the easement as required in the preliminary plat.
- Subdivision Lot #2 at their expense agrees to remove and relocate as necessary their trash enclosure off of the existing utilities easement when the utilities companies require access to said utilities
- Each lot owner will be responsible for their own landscaping requirements and storm water collection and storage requirements.
- Each of the shared access easement coming from Whitley Drive (Highway 95) between Lots #1 and #2, #2 and #3, #3 and #4 will be developed and paid for by the owners of those lots during development of their respective lot.
- The common access area to be used for ingress/egress between Lots #1 and #2, between Lots #2 and #3, between Lots #3 and #4 and the 30' common access easement will share all maintenance costs including but not limited to snow removal, seal coating and general upkeep to maintain ingress and egress to city design standards. This will no longer apply to real property that at any time is dedicated to a public right of way. The development cost for each easement is attached to each individual lot as previously defined.

**Instrument # 364080**

STATE OF IDAHO, PAYETTE COUNTY  
12-16-2009 02:37:00 No. of Pages: 12  
Recorded for : CITY OF FRUITLAND  
BETTY J DRESSEN F: 0.00  
Ex-Officio Recorder Deputy *Betty J. Dresen*  
Index to: AGREEMENT - MISC