

**DRAINAGE AGREEMENT**  
by and between  
**CRAIG P. DULING**  
and  
**ADA COUNTY DRAINAGE DISTRICT NO. 3**  
for the  
**CARRIAGE CROSSING SHOPPING CENTER**  
**(S. Apple Street)**

This Drainage Agreement (“Agreement”) is entered into by and between Ada County Drainage District No. 3 of Ada County, Idaho, a quasi-municipal corporation organized under the laws of the state of Idaho, Chapter 29, Title 42, Idaho Code (“District”), and Craig P Duling, an individual, owning and operating the Carriage Crossing Shopping Center (“Developer”), hereinafter, collectively, referred to as “Parties.”

**RECITALS**

1. The District was organized to drain, reclaim, and protect lands within its boundaries in order to promote the public health, convenience, and welfare. The District owns and operates, among other facilities, Drain B in southeast Boise along with a public right-of-way easement through which Drain B passes.

2. Developer owns and/or manages certain real property located within southeast Boise, parcel number R8226820050 which contains a portion of Drain B and its associated right-of-way easement which is depicted on **Exhibit A** attached hereto.

3. In early 2025, the District was made aware of a Drain B pipe failure that had occurred on the Developer’s Property (“Property”). Pursuant to the Drainage Agreement executed between the District and the then current Property Owner, C.C.A. Limited Partnership, on October 2<sup>nd</sup> 1991, and recorded as Instrument No. 9157079, the Property owner is responsible for all maintenance and repair of the District facilities within the Property.

4. Based on the failure of the drainage pipe within the Property, Developer has hired David Evans and Associates (“Developer Engineer”) to design and engineer the drainage pipe for Drain B on the Property (“Restoration Project”).

5. The Restoration Project is located in or around the District’s drainage easement/right-of-way and Drain B. As part of the Restoration Project, Developer plans to re-pipe a portion of and modify a connection to Drain B and the associated drainage system, including piping and infrastructure (“Drainage Facilities”), as further described in the proposed plans, dated September 11, 2025 and sealed by a professional engineer, attached hereto as **Exhibit B** (“Plans”).

6. The District’s drainage easement/right-of-way traverses through the Restoration Project and Property as well as through adjacent properties.

7. As part of the Restoration Project, Developer also plans to construct and install various on-site drainage features within the Property, as more particularly described in **Exhibit B**.

8. The Board of Commissioners of the District, at their meetings over the course of May – October 2025, reviewed the proposed Restoration Project and provided preliminary feedback on the same.

9. At the meeting of the Board of Drainage Commissioners of the District (the “Board”) on September 11, 2025, the Board conceptually reviewed Developer’s proposed Plans and provided preliminary feedback on the terms and conditions that would be necessary for the District to approve the Plans and enter into a drainage agreement.

10. Developer has provided the District with updated drain repair and construction concepts and proposed Plans for the Restoration Project, along with pipe installation details.

11. Developer representatives, consultants, contractors, and subcontractors, District Counsel, and District Engineer have met on several occasions, exchanged information concerning the Plans, drainage restoration, and related activity to reach an understanding on the Restoration Project and the role of the District.

12. The District Engineer has reviewed the proposed Plans and the provided available data provided and concurs the proposed Restoration Plan for Drain B is acceptable, with the necessary terms and conditions as outlined herein.

13. The Board, at their meeting of October 9, 2025, conceptually approved Developer’s proposed Plans, subject to the execution of a drainage agreement by the Parties containing all terms and conditions agreed upon and the recommendations of the District’s Engineer as outlined in **Exhibit C**.

14. The Parties wish to execute this Agreement to set forth their respective rights and responsibilities concerning Developer’s proposed Restoration Project, proposed piping installation plan for Drain B, and ongoing operation and maintenance that Developer will be required to provide for the Drainage Facility and the District’s associated easement and right-of-way.

## **AGREEMENT**

In consideration of the above recitals, which are hereby incorporated as binding provisions in this Agreement, and the mutual promises and obligations contained herein, and other good and valuable consideration, the District and Developer hereby covenant and agree as follows:

### **A. Intent of the Parties**

The Parties agree the intent and purpose of this Agreement are to provide the following:

1. Mitigation and remediation of the current condition of Drain B as it traverses through the Property, which mitigation and remediation will benefit the Parties.

2. Developer agrees to construct the infrastructure related to the Drainage Facility consistent with the approved Plans, in a manner which will not interfere with the continued receipt of existing drainage in Drain B, including certain potential irrigation discharge and certain drainage from the Property. Developer also commits to constructing the infrastructure related to

the Drainage Facility in a manner as to avoid any impact on downstream properties currently served by Drain B.

3. Developer proposes to commence construction on or before November 15, 2025, and complete construction and improvements related to the Drainage Facility in order for Drain B to continue receiving drainage on or before March 15, 2026.

4. Developer understands and acknowledges that following said Restoration Project, Developer shall operate and maintain Drain B through the Property and shall be responsible for all upkeep and maintenance, as well as any necessary repairs or replacement in the future.

**B. District Approval of Drainage Plans**

1. The District hereby approves Developer's proposed Plans, subject to the conditions set forth and/or referenced herein. Construction, relocation, realignment, piping, operation, maintenance, and repair of the Drainage Facility at the Restoration Project location shall be Developer's sole responsibility and at Developer's sole expense. If any repair, replacement, improvement, and reconstruction of said Drainage Facility on the Property is required and the District is required to cause the same to be repaired, replaced, improved, and reconstructed because the Developer has failed to do so within thirty (30) days of written notice from the District informing the Developer that the District intends to conduct the repair, replacement, improvement, or reconstruction itself, the costs thereof shall be billed to Developer.

2. Developer shall be responsible for all operation and maintenance of the Drainage Facility at the Restoration Project location.

3. Developer has provided a final set of Plans to the District for formal review. The final set of design plans have been sealed and dated by a professional engineer, and any plans that depict property lines shall be sealed and dated by a professional land surveyor or equivalent. The final set of Plans shall include the following information:

- a. A general description of the District's drainage easement and any known or recorded right-of-way that exists for the Property.
- b. Verification that the Drainage Facility will continue to accommodate flow from irrigation discharge. Developer shall provide District with confirmation of acceptance of the Remediation Project by ACHD, as applicable.
- c. Developer shall provide a construction implementation plan which shall include a description of:
  - i. Temporary water conveyance and/or pumping plan to provide uninterrupted drainage conveyance around or through the site during construction.

- ii. An emergency mitigation plan to be initiated should a large rainfall or snowmelt event occur during construction that could overwhelm the temporary drainage conveyance works to ensure surrounding properties will not be adversely affected by an uncontrolled runoff event.
  - iii. Overall construction schedule with project milestones to ensure that Drain B can reasonably be removed from services and returned to permanent service outside of the irrigation season.
  - iv. The construction implementation plan should be presented by the Developer at a pre-construction conference to take place a minimum of 14 days prior to commencing construction activities affecting Drain B. The pre-construction conference should at a minimum include attendance by a representative of the Developer, the Developer's Engineer and the District Engineer.
- d. Developer shall provide a Stormwater Pollution Prevention Plan ("SWPPP") which will address activities related to the construction of the Restoration Project and Drain B. The SWPPP shall include Best Management Practices ("BMPs") to limit any discharge downstream from the Site and identifying Drain B as a receiving water in the SWPPP and included in the narrative of the SWPPP. Developer shall be responsible for filing the SWPPP with any other appropriate governmental entity and to comply with such governmental entity's requirements.
- e. Developer has agreed to assume maintenance and operation of the District's easement and right-of-way on the Property. Nothing shall be permitted to be placed or constructed within the easement by the Developer other than that specified in this Agreement and shown on the Plans provided by the Developer and attached as **Exhibit B**.
- f. By this Agreement, District grants Developer a license to enter upon the District's current easement and right-of-way for purposes of constructing the Restoration Project and providing temporary drainage during such construction if necessary, and any maintenance and operation obligations assumed hereunder.
- g. Developer shall submit an updated construction schedule for the Project on a weekly basis during construction.
- h. Developer and its engineer shall be responsible for the inspection of the work described in this agreement and compliance with previously submitted materials and specifications. Developer and/or Developer's Engineer shall provide progress reports to District's Engineer on a weekly basis. Should District's Engineer determine any work, or activity does not conform with previously submitted materials or specifications, District Engineer shall

notify District counsel who shall then notify Developer in writing of any needed corrected work or construction.

District's approval of this Agreement and the various portions thereof are specifically conditioned on the ongoing submissions and reporting by Developer as stated herein.

4. Developer shall provide reasonable assurances to the District with respect to the flow and quality of drainage as it leaves the Restoration Project both during construction and post-development. Should any issues arise as it relates to the flow of drainage through Drain B on the Property or downstream of the Property, Developer shall be responsible for remedying the issue to the satisfaction of the District and at the Developer's sole cost and expense.

5. Developer shall ensure that the Drainage Facility will continue to be capable of carrying the same amount of flow post-construction as it was capable of carrying pre-construction.

6. Developer guarantees that to the extent any relocation and realignment, as well as any construction by-pass, occurs outside the Property for the Restoration Project, the Developer will secure all necessary licenses and permissions from adjacent property owners.

7. Developer shall ensure that all work done to remove vegetation and construct infrastructure is done in accordance with the requirements of the Boise Public Works Department or other Boise City departments and all other applicable standards, including those standards required under the National Pollutant Discharge Elimination System (NPDES) permit to which the District is a signatory.

8. It is anticipated that the general location of the Drainage Facility and Drain B, which traverse through the Property will not be substantially changed from their current location. In order to ensure that the location of the Drainage Facility and associated easement and right-of-way as it relates to the Property is clearly delineated, Developer shall prepare as-built construction drawings showing the location of the drainage easement.

9. Developer shall ensure that the Drainage Facility is constructed and improved in accordance with the final Plans, as approved by the District and attached as **Exhibit B**, subject to any conditions imposed by the District which conditions must be satisfied in order to comply with this Agreement.

10. Upon approval of the final Plans by the District, Developer shall obtain the District's written approval prior to any modification to the Drainage Plans, which approval shall not be unreasonably withheld.

11. Developer shall, at its sole expense, comply with all laws, orders, and regulations of federal, state, and local authorities, and obtain all other licenses or permits that may be required to perform this Agreement and/or for any construction work subject to this Agreement.

12. Developer shall comply with all laws, rules, regulations, and orders of federal, state, and local authorities promulgated to provide and maintain maximum water quality for domestic, industrial, agricultural, manufacturing, municipal, and groundwater recharge purposes, to abate pollution of streams and lakes, to enhance and preserve the quality and value of the water resources

of the state of Idaho, and to assist in the prevention, control, and abatement of water pollution, to the extent the same are applicable to Developer's activities contemplated by this Agreement.

13. Developer shall, at its own expense, install, construct, modify, and/or maintain any and all facilities that may be required by local, state, or federal authorities to prevent discharges of unlawful water pollution initiating from the Property.

14. The District, at all times, reserves the right to observe the in-progress construction and improvement of the Drainage Facility to determine that such construction is performed in accordance with the Drainage Plans and the conditions referenced or contained herein.

15. Following construction of the Restoration Project, the Developer shall complete a CCTV inspection of the new Drain B facilities per District specifications and provide a digital copy to the District Engineer for review prior to returning Drain B to permanent service.

16. This Agreement is subject to all applicable permits issued by the city of Boise and the Ada County Highway District.

17. Developer shall complete the construction and installation of the new Drainage Facility on or before March 15, 2026. The time-limits contained in this provision are subject to revision upon mutual agreement of the Parties to this Agreement.

### **C. Indemnity**

1. Developer shall be solely responsible for any liability, cost, or loss incurred by the District as a result of (1) injury to person or property caused by a lack of adequate drainage facilities upon the Property or (2) injury to persons or property upon or adjacent to the Property caused by improper construction or alteration of Drain B or the portion of Drain B that the Developer is required by this Agreement to maintain.

2. Developer and District shall be responsible only for the acts, omissions or negligence of such Party's own employees and agents. Nothing in this Agreement shall extend the tort responsibility or liability of the District beyond that required by law, including for the State of Idaho the Idaho Tort Claims Act, Idaho Code § 6-901 through 6-929, inclusive. Each party shall be responsible for damage to property of the other Party caused by its employees and agents in the performance of the Agreement. If a property claim or damage is not covered by the party's insurance or other property coverage, the responsible Party shall pay the costs arising from such claim or damage to the extent funds are legally available therefor.

3. Developer shall be responsible for any liability or responsibility to the extent caused by Developer's activities that result in a violation of water quality standards imposed by federal, state, and local authorities.

### **D. Bodily Injury, Property Damage, and Workers' Compensation Insurance**

Developer shall, or through its contractor shall, at its sole cost, obtain and maintain in full force and effect prior to commencement of construction through completion and inspection of the

Restoration Project, insurance of the following types, with limits not less than those set forth below with respect to the Restoration Project, and with the following requirements:

- a. Commercial General Liability Insurance: (Occurrence Form) with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$1,000,000 and a general aggregate limit of not less than \$1,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than eighteen months following completion of the Development Project or issuance of a certificate of occupancy, whichever is later. The policy shall be endorsed to name District and Brassey Properties, including each of their officers, directors, and employees of each as additional insureds. All policies shall be occurrence form policies and not a claims-made policy. The required limits of liability may be achieved with an umbrella policy if the umbrella policy provides coverage as least as broad as the underlying Commercial General Liability policy.
- b. During the construction of the Project, Builder's Risk Insurance or equivalent upon the Restoration Project covering one hundred percent (100%) of the replacement cost of the Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit, and shall insure against at least the following perils: (i) fire; (ii) lightning ; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) aircraft or vehicles; (vii) riot or civil commotion; (viii) theft; (ix) vandalism and malicious mischief; (x) leakage from fire extinguishing equipment; (xii) sinkhole collapse; (xiii) collapse; (xiv) breakage of building glass; (xv) falling objects; (xvi) debris removal; (xvii) demolition occasioned by enforcement of laws and regulations; (xviii) weight of snow, ice, or sleet; (xx) weight of people or personal property;
- c. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance with minimum limits as required by law. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

- d. Automobile Liability Insurance covering use of all, owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$500,000 per occurrence.
- e. Developer (or Developer's contractor(s), as applicable) shall provide certificates of insurance satisfactory in form to District (ACORD form or equivalent) evidencing that the insurance required above is in force. To the extent available on commercially reasonable terms, the policy will be endorsed to provide not less than thirty (30) days' written notice will be given to District prior to any cancellation of the policies. Developer will provide evidence (by endorsement, if required) that the waivers of subrogation are in force. Developer (or Developer's contractor(s), as applicable) shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements required in this Agreement. At District's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.
- f. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to provide the identified insurance coverage in the State of Idaho.
- g. The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by District. Developer's Commercial General Liability Insurance policy shall contain a Cross-Liability or Severability of Interest clause. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

**E. Restoration Project Requirements**

The Restoration Project Requirements ("RPRs") regarding the specifics of this Agreement are set forth in this Agreement and consist of excerpts from the submitted Plans. Those requirements shall be incorporated into this Agreement. These RPR requirements may be updated as the work progresses and in the event that any amendments to the Restoration Project are needed.

**a. Warranty on Drainage Facility and Landscaping; and Record Drawings**

Upon completion of the construction and alteration of the Drainage Facility and Drain B, Developer shall file Record Drawings with the District Engineer. Developer warrants that the materials and workmanship employed in the construction of the Drainage Facility and alteration to Drain B shall be good and sound and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of

the improvements by District, provided nothing herein shall limit the time within which District may bring an action against Developer on account of Developer's failure to otherwise construct such improvements in accordance with this Agreement. The one-year warranty period does not constitute a limitation period with respect to the enforcement of Developer's other obligations under the Agreement.

**b. Covenants; Successors and Assigns**

The rights, obligations, and duties described in this Agreement constitute an encumbrance running with the land and shall inure to and bind the parties hereto together with their respective heirs, representatives, successors, and assigns. Should Developer wish to assign its rights and responsibilities under this Agreement to any successor or assignee, for the Property, Developer shall provide written notice of such assignment to the District and proof of assignment and assumption by the successor or assignee. It shall be the Developer's responsibility to ensure that such successor and assignee understands that should the Developer assign its responsibilities and obligations under the Drainage Agreement, the successor and assignee will be bound by the terms and conditions of the Drainage Agreement.

**F. Attorney and Engineering Fees**

In consideration of this Agreement, Developer agrees, upon demand from the District, to pay the District's attorney fees and costs, and engineering fees and costs, charged by the attorney for the District, or by the engineers for the District, in connection with the negotiation and preparation of this Agreement.

District acknowledges Developer has previously tendered the amount of \$2,500 as a retainer for District Attorney's Fees and Engineering Fees. District shall provide Developer with periodic invoices for fees and costs related to preparation of this Agreement and through completion of the construction related to the Drainage Facility and alteration to Drain B. The District's final invoices will be sent within thirty (30) days of completion of construction. Developer shall pay said amount within forty-five (45) days of District sending the invoice. Upon request, District shall provide Developer with its then currently accrued amount for attorney fees, engineering fees, and costs and an estimate through completion of construction of the new Drainage Facility.

In any action brought to enforce any of the terms or conditions of this Agreement, the successful or prevailing party in such action shall be entitled to receive its costs and expenses incurred, including reasonable attorney, accountant, engineering, and expert fees, whether such action be prosecuted to judgment or not.

**G. Anti-Boycott Against Israel Certification**

Developer and District hereby certify to each other that pursuant to Section 67-2346, Idaho Code, that each party, and each of its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, if any, are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

**H. Contract With A Company Owned or Operated By the Government of China Prohibited**

Developer and District hereby certify to each other that, pursuant to § 67-2359, Idaho Code, each is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

**I. Prohibition on Contracts with Companies Boycotting Certain Sectors**

Developer and District hereby certify to each other that pursuant to § 67-2347A that the participant shall not, during the course of this Agreement, engage in any boycott of any individual or company who engages in or supports:

- 1) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture;
- 2) or engages or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d).

**J. Memorandum of Agreement**

The parties shall enter into a Memorandum of Agreement which shall summarize the pertinent terms and conditions of this Agreement directing those inquiring to this full Agreement and which shall be recorded in the Ada County Recorder's Office.

**K. Recording of Agreement**

The District shall record the Memorandum of Agreement and easement in the records of Ada County, Idaho, upon execution of this Agreement and completion of the Restoration Project. The District shall provide the Developer with conformed copies of the recorded instruments. Developer shall reimburse the District for the recording fees for both the Memorandum of Agreement and the easement.

*signatures on following page*

This Agreement is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**DRAINAGE DISTRICT NO. 3**

By \_\_\_\_\_  
Steve Sweet  
Chairman, Board of Directors

**ATTEST:**

\_\_\_\_\_  
[enter]  
Secretary, Board of Directors

**CRAIG P DULING**

By: \_\_\_\_\_  
Name: Craig P. Duling  
Its: \_\_\_\_\_

This Agreement is effective as of the 13 day of November, 2025.

**DRAINAGE DISTRICT NO. 3**

By   
Steve Sweet  
Chairman, Board of Directors

**ATTEST:**

  
[enter]  
Secretary, Board of Directors

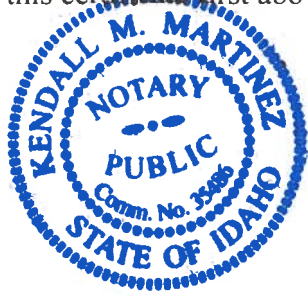
**CRAIG P DULING**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss:  
County of Ada )

On this 13 day of November, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Steve Sweet, known or identified to me to be the Chairman of the Board of Commissioners of DRAINAGE DISTRICT NO. 3, an Idaho quasi-municipal corporation that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kendall M. Martinez  
Notary Public for Idaho  
My Commission Expires: 5/4/31

STATE OF IDAHO )  
 ) ss:  
County of Ada )

On this 14 day of November, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Dave O'Day, known or identified to me to be the Acting Secretary of the Board of Commissioners respectively of DRAINAGE DISTRICT NO. 3, an Idaho quasi-municipal corporation that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kendall M. Martinez  
Notary Public for Idaho  
My Commission Expires: 5/4/31





**Exhibit B**  
Plans

# EXHIBIT A

## GRAVITY IRRIGATION IMPROVEMENT AT CARRIAGE CROSSING SUBDIVISION LOCATED IN THE NE 1/4 OF THE SE 1/4, SEC 23, T.3N., R.2E., B.M. 2025

### GENERAL

- ALL MATERIALS FURNISHED AND WORK DONE ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE LATEST EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (I.S.P.W.C.) AND THE DRAINAGE DISTRICT 3 STANDARDS. THE CONTRACTOR IS REQUIRED TO HAVE A COPY OF EACH ON THE JOB SITE AT ALL TIMES. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THE PROJECT MEET THESE REQUIREMENTS AT THE REQUEST OF THE DRAINAGE DISTRICT 3 AND/OR THE ENGINEER.
- THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE AT LEAST THREE (3) WORKING DAYS PRIOR TO THE START OF ANY WORK. ALL CONTRACTORS, SUB-CONTRACTORS, UTILITY COMPANIES, THE ENGINEER AND A REPRESENTATIVE FROM DRAINAGE DISTRICT 3 SHOULD BE PRESENT.
- ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES, AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
- ALL CONSTRUCTION TRAFFIC CONTROL IS TO MEET THE REQUIREMENTS OF THE MOST CURRENT EDITION OF THE M.U.T.C.D.
- EXISTING UTILITY LOCATIONS SHOWN ON CONSTRUCTION DRAWINGS ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR THE FIELD LOCATION AND PROTECTION OF ALL EXISTING STRUCTURES AND FACILITIES. IN THE EVENT ANY STRUCTURE OR FACILITY IS DAMAGED BY CONSTRUCTION ACTIVITIES, THE CONTRACTOR IS FULLY RESPONSIBLE AND SHALL RESTORE SAID STRUCTURE OR FACILITY TO AN EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S OWN EXPENSE.
- THE ENGINEER IS REQUIRED TO PROVIDE PART TIME ON SITE OBSERVATION DURING REGULAR WORKING HOURS (MON.-FRI., 8-5). THE ENGINEER IS AUTHORIZED TO MAKE DECISIONS CONCERNING THE SUITABILITY OF ANY MATERIAL OR WORKMANSHIP.
- ANY WORK THAT DOES NOT CONFORM TO THE APPROVED PLANS AND SPECIFICATIONS SHALL BE REJECTED. ALL COSTS TO CORRECT DEFICIENT WORK AND/OR DEFICIENT MATERIALS SHALL BE AT THE CONTRACTOR'S EXPENSE.
- WORK IS SUBJECT TO APPROVAL BY THE ENGINEER AND MUST BE APPROVED PRIOR TO: (A) BACKFILLING TRENCHES FOR PIPE; (B) PLACING OF AGGREGATE BASE; (C) PLACING OF CONCRETE; AND (D) PLACING OF ASPHALT PAVING.
- FOLLOWING ACCEPTANCE BY THE ENGINEER, THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR. WORK DONE WITHOUT SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
- ONLY PLAN SETS STAMPED "APPROVED FOR CONSTRUCTION" AND SIGNED BY THE ENGINEER SHALL BE USED.
- ALL MATERIALS FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE.
- CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THE REQUEST OF THE AGENCY AND/OR THE ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
- RETAIN AND PROTECT EXISTING IRRIGATION AND DRAINAGE PIPE CROSSINGS. EXCEPT WHERE NOTED OTHERWISE ON THE PLANS, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND ENGINEER FOR THE INSPECTION OF ANY EXPOSED IRRIGATION AND/OR DRAINAGE PIPE CROSSINGS. THE PIPE WILL BE REPLACED AS NECESSARY BY THE CONTRACTOR.
- THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR PROVIDING THE FOLLOWING: CONSTRUCTION OBSERVATIONS AT SUFFICIENT INTERVALS TO INSURE THAT ALL CONSTRUCTION HAS BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, AND THE LATEST EDITION OF THE I.S.P.W.C.
- ALL CONTRACTORS PERFORMING ANY WORK DEPICTED ON THESE PLANS SHALL HAVE IN THEIR POSSESSION AND ON THE JOB SITE AN APPROVED SET OF PLANS WHICH HAVE BEEN STAMPED AND SIGNED.
- CALL BEFORE YOU DIG: DIG LINE, INC. (800) 342-1585.

### GRAVITY IRRIGATION FLOW PIPE

- GRAVITY IRRIGATION PIPING SHALL BE 42"Ø SANITITE HDPE PIPE LABELED WITH MANUFACTURER INFORMATION AND DATE OF MANUFACTURE OR ENGINEER APPROVED EQUAL.
- PIPING SHALL BE LAID WITH UNIFORM SLOPE AND ALIGNMENT BETWEEN MANHOLES. PIPE LENGTHS ARE REQUIRED TO BE MAXIMIZED TO REDUCE THE NUMBER OF JOINTS. THIRTEEN (13) FOOT LENGTHS OR TWENTY (20) FOOT LENGTHS SHALL BE UTILIZED WHERE POSSIBLE.
- IF IT IS NECESSARY TO CONNECT TWO DISSIMILAR PIPES TOGETHER OR TWO SIMILAR PIPES WHERE FACTORY BELL AND SPIGOT ARE NOT AVAILABLE, USE POLYSEAL PIPE COUPLER (SEE DETAIL SHEET 2) BY MARMAC, WHICH PROVIDE A WATERTIGHT CONNECTION AND CONSISTENT PIPE INVERT, SHALL BE USED OR ENGINEER APPROVED EQUAL.
- PIPE BEDDING MATERIALS SHALL BE IN ACCORDANCE WITH DIVISION 300 OF THE ISPCW.
- PIPE SHALL BE PROVIDED WITH A MINIMUM COVER OF 24", IF POSSIBLE. 12" COVER IS ABSOLUTE MINIMUM ALLOWED.

### PIPE INSTALLATION

#### GENERAL

- ALL PIPE SHALL BE ASSEMBLED AND INSTALLED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S RECOMMENDATIONS AND AS SHOWN ON THE PROJECT ENGINEERING PLANS/DRAWINGS. ALL GRAVITY IRRIGATION MAINS SHALL BE INSTALLED WITH THE BELL END UPSTREAM AND SPIGOT END DOWNSTREAM.
- PIPE JOINTS SHALL BE WIPED CLEAN OF ALL DIRT, GREASE, AND FOREIGN MATTER. WHEN WORK IS HALTED, ALL OPEN ENDS OF THE INSTALLED PIPE SHALL BE SEALED TO PREVENT MATERIAL FROM ENTERING THE PIPE.
- FIELD CUT PIPE ENDS SHALL BE BEVELED TO MATCH FACTORY-FINISHED BEVELED PIPE ENDS.
- WHEN ASSEMBLING GASKETED PIPE, CLEAN AND INSPECT GASKETS, PIPE BELLS, AND SPIGOTS THOROUGHLY. USE ONLY LUBRICANT FURNISHED OR SPECIFIED BY THE PIPE MANUFACTURER AND APPLY AS SPECIFIED BY THE MANUFACTURER.

#### PIPE INSTALLATION

ALL WORK SHALL MEET BOTH THESE SPECIFICATIONS AND THE CURRENT ISPCW SPECIFICATIONS INCLUDING:

##### 1. EXCAVATION

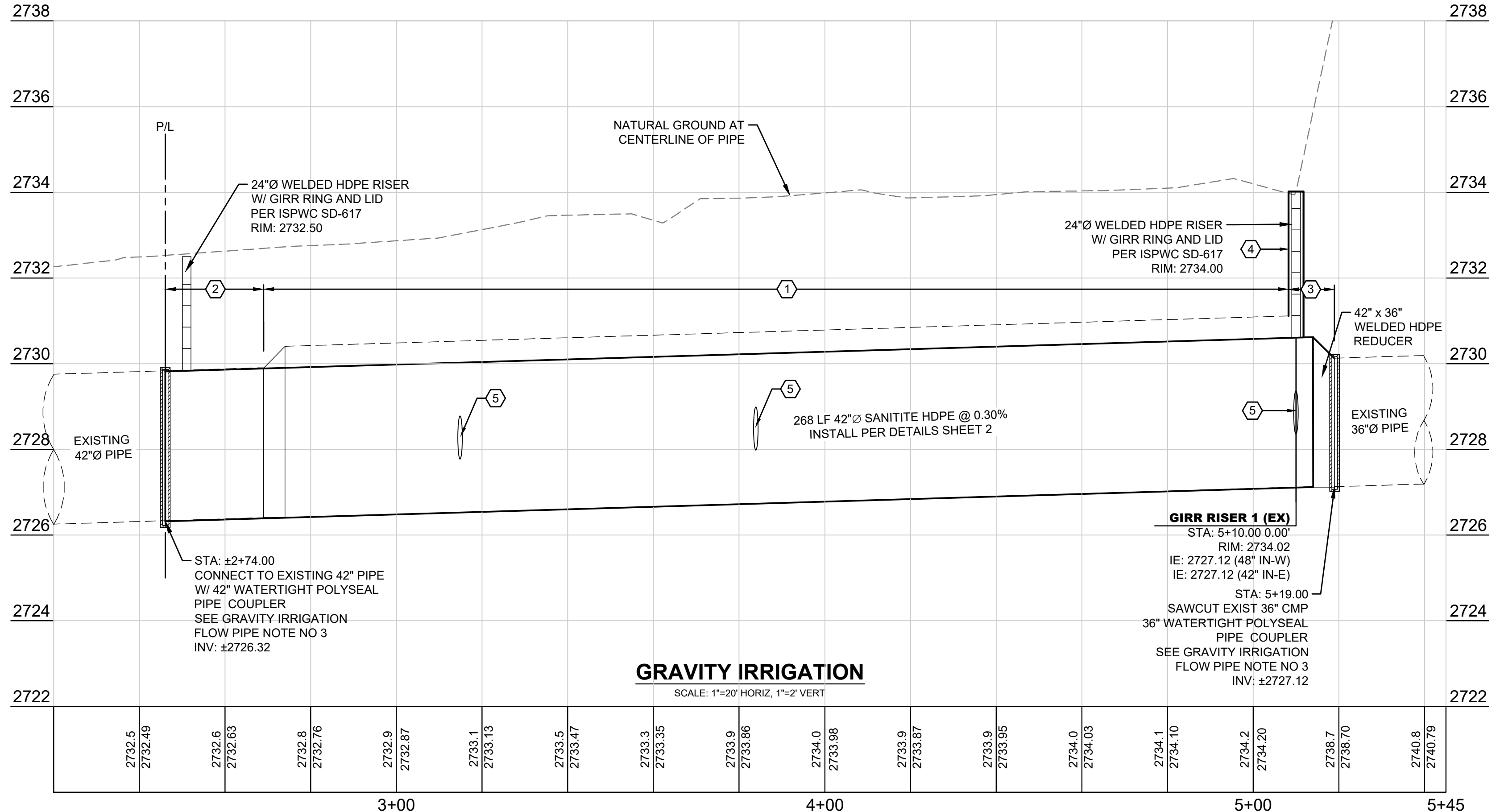
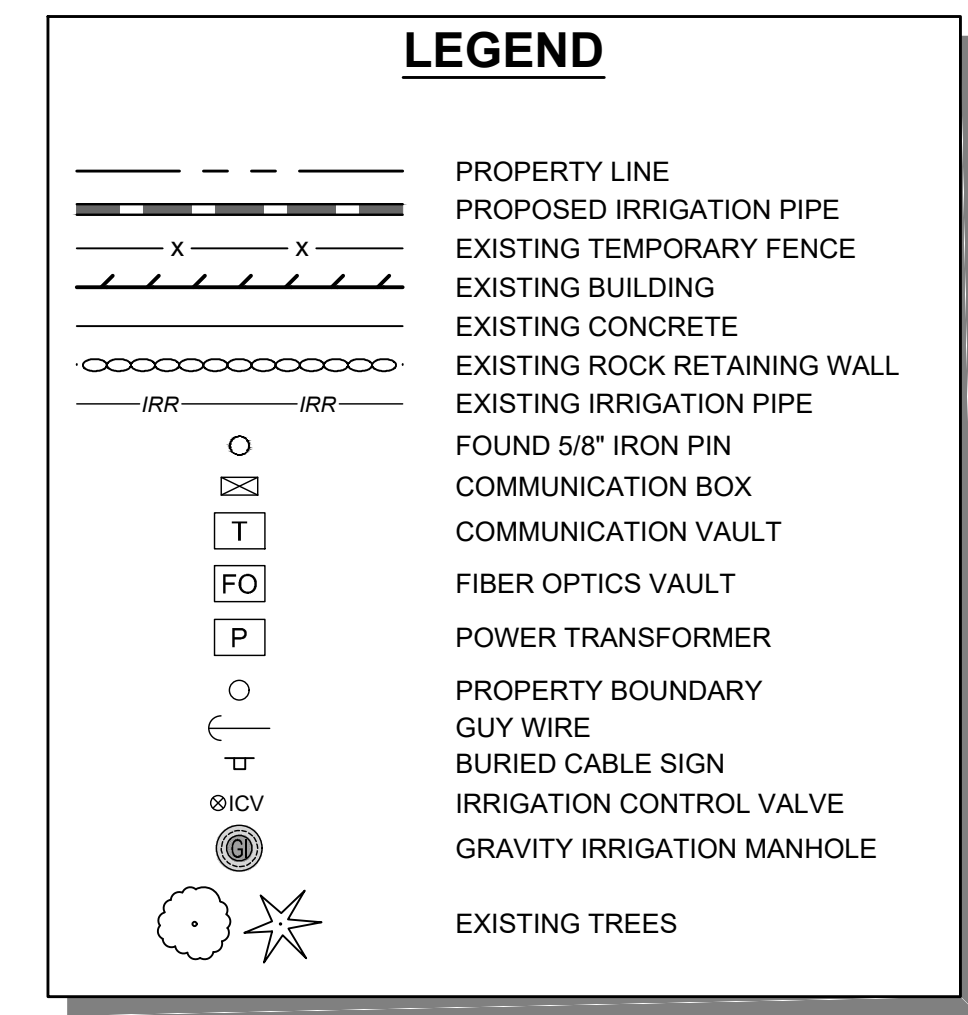
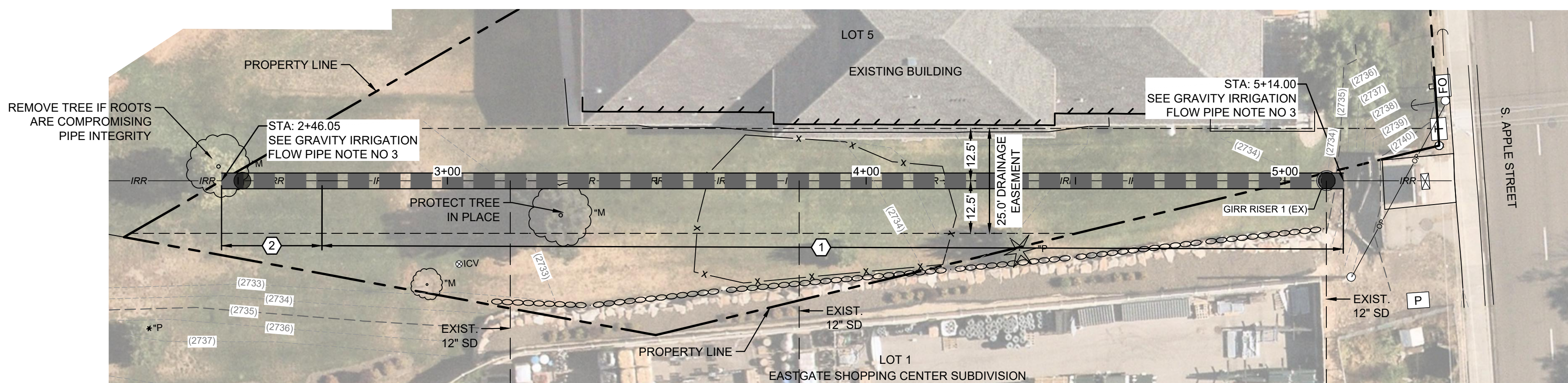
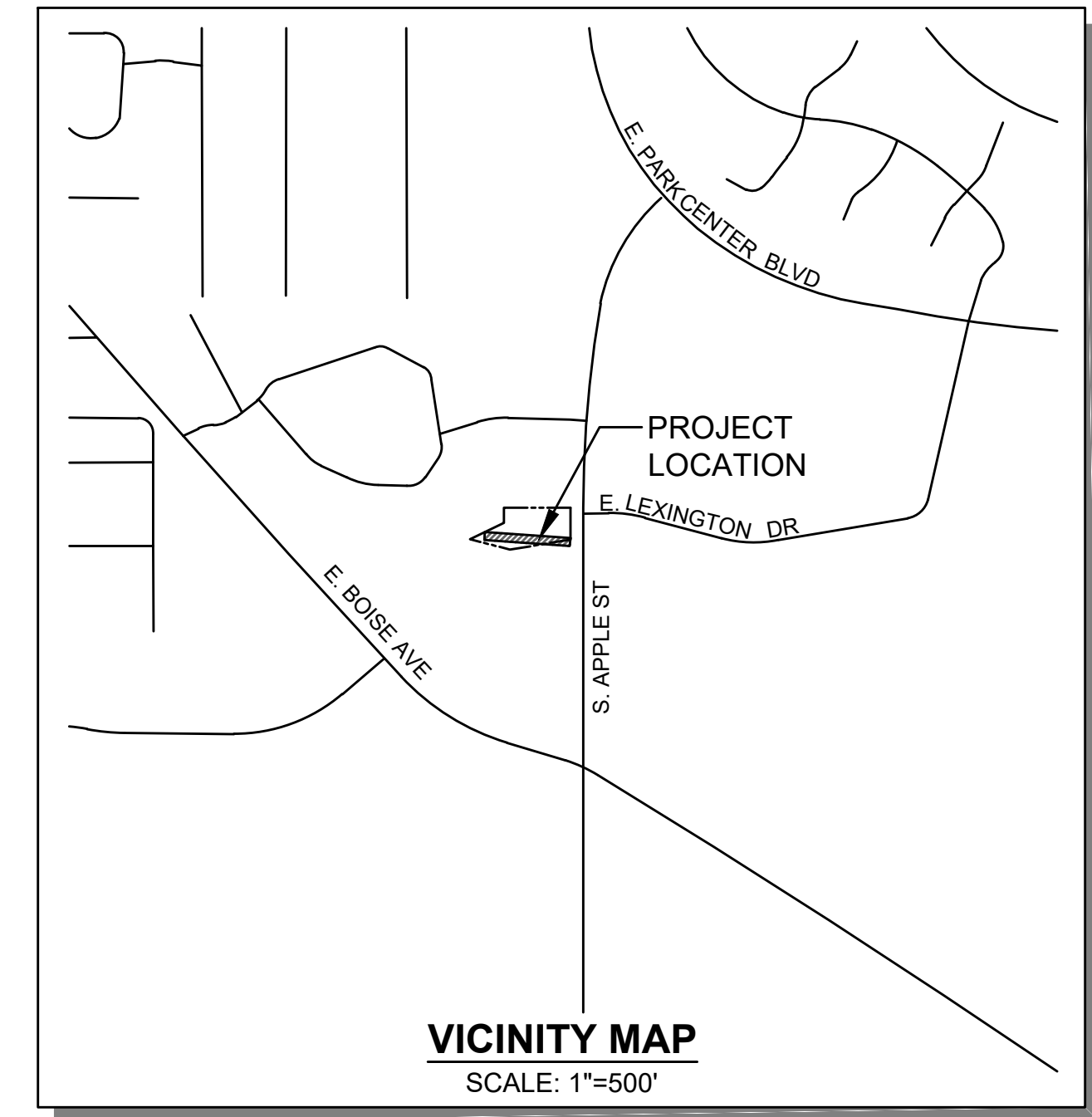
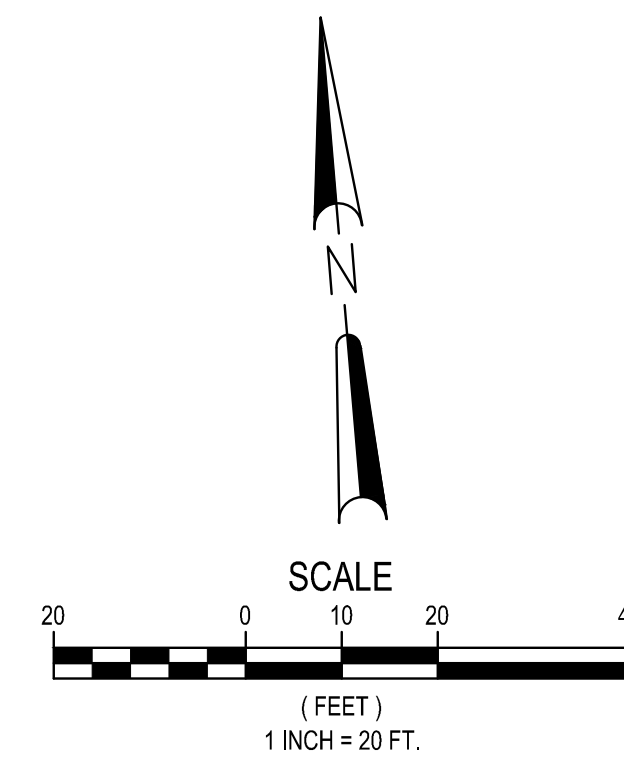
UTILITIES ENCOUNTERED WITHIN THE PIPE ZONE SHALL BE RELOCATED BELOW THE PIPE ZONE. TOPSOIL SHALL BE STOCKPILED AND USED FOR THE TOP LAYER DURING BACKFILL. THE PIPE ZONE SHALL BE DEFINED AS ANY AREA WITHIN 12 INCHES OF THE OUTSIDE EDGE OR BELL OF THE PIPE.

##### 2. PIPE BEDDING MATERIAL

PIPE BEDDING AND ZONE MATERIAL SHALL BE INCLUDED IN THE FULL WIDTH OF THE TRENCH FROM FOUR (4) INCHES BELOW THE BOTTOM OF THE PIPE TO SIX (6) INCHES ABOVE THE TOP OF THE PIPE. PIPE BEDDING SYSTEM SHALL BE CLASS A-1 WHICH INCLUDES TYPE I BEDDING MATERIALS IN THE UPPER AND LOWER BEDDING ZONES. SEE DIVISION 300 OF THE ISPCW FOR PIPE BEDDING SYSTEM REQUIREMENTS.

##### 3. TRENCH BACKFILL ABOVE PIPE ZONE

NATIVE TRENCH MATERIALS FREE FROM CINDERS, ASHES, REFUSE, ORGANIC AND FROZEN MATERIALS, COBBLES OR ROCKS NOT LARGER THAN SIX (6) INCHES MAY BE USED. TRENCH BACKFILL ABOVE THAT REQUIRED TO PROTECT THE PIPE SHALL BE PLACED IN TWO (2) LIFTS AND COMPACTED SUFFICIENTLY TO PRECLUDE SETTLEMENT. MECHANICAL COMPACTION AND/OR WATER SETTLING SHALL BE USED TO COMPACT BACKFILL. THREE (3) INCHES OF TOPSOIL SHALL THEN BE PLACED, COMPACTED AND GRADED.



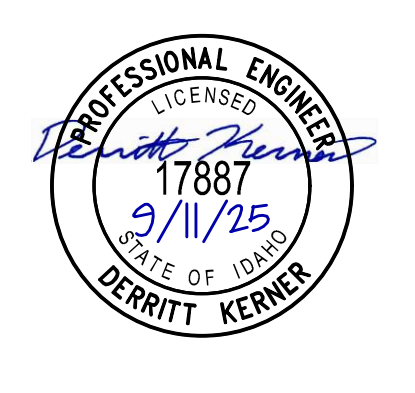
- ### KEY NOTES
- REMOVE ±240 L.F. OF EXISTING 48" ALUMINUM ULTRA FLO PIPE
  - REMOVE ±24 L.F. OF EXISTING 42" ALUMINUM ULTRA FLO PIPE
  - REMOVE ±4 L.F. OF EXISTING 48" ALUMINUM ULTRA FLO PIPE AND WELDED METAL PLATE 48" x 36" REDUCER
  - REMOVE EXISTING 32" METAL RISER
  - 42" x 12" SANITITE HDPE TEE WITH 12"Ø POLYSEAL PIPE COUPLER TO ADAPT EXISTING PIPE TO NEW HDPE STUB CONTRACTOR TO FIELD VERIFY LOCATION, INVERT, AND SIZE OF THREE KNOWN DRAINS

- ### SHEET INDEX
- SITE IMPROVEMENT PLAN
  - PIPE INSTALLATION DETAILS

**DAVID EVANS AND ASSOCIATES INC.**  
9175 W Black Eagle Dr.  
Boise, ID 83709  
208.900.9049

IRRIGATION IMPROVEMENTS AT CARRIAGE CROSSING SUBDIVISION  
 SITE IMPROVEMENT PLAN  
 2475 S. APPLE STREET BOISE, ID. 83706  
 IDAHO  
 DRAINAGE DISTRICT 3

DATE: \_\_\_\_\_ BY: CK JEO/SS  
NO. DATE REVISION: \_\_\_\_\_



CHECKED BY: SS  
DESIGNED BY: JOCO  
DRAWN BY: JOCO

FIRST SUBMITTAL DATE: \_\_\_\_\_

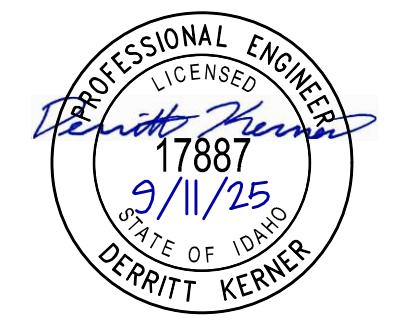
PROJECT NO.  
**COINCLPM0001**

SHEET NO.

Plot Date: 9/11/2025 1:32 PM  
 Save Date: 9/10/2025 6:39 AM  
 By: Jon Cox  
 File: P:\COINCLPM0001\04\DCAD\SHSHEETS\COINCLPM0001.dwg

NO.	DATE	REVISION	BY	CHK

REVIEWED BY: JOCO  
 DATE: 9/11/25



CHECKED BY: SS  
 DESIGNED BY: JOCO  
 DRAWN BY: JOCO  
 FIRST SUBMITTAL DATE:  
 PROJECT NO.  
**COINCLPM0001**  
 SHEET NO.

### SANITITE® HP TRENCH INSTALLATION DETAIL

**TABLE 1. RECOMMENDED MINIMUM TRENCH WIDTHS**

PIPE DIAM.	MIN. TRENCH WIDTH
12\"/>	

**TABLE 2. MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS**

PIPE DIAM.	SURFACE LIVE LOADING CONDITION	
	H-20	HEAVY CONSTRUCTION (75T AXLE LOAD)
12\"/>		

**TABLE 3. MAXIMUM COVER FOR ADS SANITITE HP PIPE, # (m)**

PIPE DIAM.	CLASS I		CLASS II	
	COMPACTED	95%	90%	90%
12\"/>				

**NOTES:**

- ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST EDITION.
- MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.
- FOUNDATION:** WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER, AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.
- BEDDING:** SUITABLE MATERIAL SHALL BE CLASS I OR II. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED, UNLESS OTHERWISE NOTED BY THE ENGINEER. MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 12"-24" DIAMETER PIPE, (300mm-600mm) # (150mm) FOR 30"-60" (750mm-1500mm) DIAMETER PIPE. THE MIDDLE 10 BENEATH THE PIPE INVERT SHALL BE LOOSELY PLACED.
- INITIAL BACKFILL:** SUITABLE MATERIAL SHALL BE CLASS I OR II IN THE PIPE ZONE EXTENDING TO THE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED.
- MINIMUM COVER:** MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" (300mm) FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOATION FOR TRAFFIC APPLICATIONS. CLASS I OR II MATERIAL COMPACTED TO 90% SPD IS REQUIRED. MINIMUM COVER, H, IS 12" (300mm) UP TO 48" (1200mm) DIAMETER PIPE AND 24" (600mm) OF COVER FOR 60" (1500mm) DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

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10	INITIAL BACKFILL	JKB	04/22/20	CHKD	JAB
REV.	DESCRIPTION	BY	DATE	CHKD	CHKD

**TRENCH INSTALLATION DETAIL (SANITITE HP)**  
 DRAWING NUMBER: STD-101F

**ADS** 4640 TRULAMAN BLVD HILLIARD, OHIO 43026  
 Advanced Drainage Systems, Inc.

**NOTES:**

- CONNECTION AND PIPE TO BE BACKFILLED PER ASTM D2321, LATEST EDITION.
- IN LIEU OF AN INTERNAL CYLINDER, AN HDPE WATERTIGHT REPAIR COUPLER CAN BE USED.
- INTERNAL CYLINDER ADAPTER IS NOT RECOMMENDED FOR DOWNSTREAM CONNECTIONS.

**SECTION "A-A"**

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2	FORMATTING UPDATES AND RENAMED	TJR	02/19/16	CHKD	KJM
REV.	DESCRIPTION	BY	DATE	CHKD	CHKD

**HDPE TO CMP CONNECTION (MARMAC)**  
 DRAWING NUMBER: STD-602

**ADS** 4640 TRULAMAN BLVD HILLIARD, OHIO 43026  
 Advanced Drainage Systems, Inc.

## MarMac® Polyseal Pipe Coupler

Polyseal is a high-strength, reinforced coupler that delivers reliable soil-tight performance. It consists of thick rubberized bonding mastic that provides a tight seal around pipe.

The coupler incorporates a shear and puncture-resistant internal fabric with a chemical-resistant, cross-laminated polyethylene outer cover. Securing straps are engineered within the coupler to perform as hose clamps, providing a seal against soil infiltration and ensuring that joints stay both soil-tight and flexible.

**Features**

- Seals bell-and-spigot and butt joints from 8"-60" (200-1500 mm) diameters
- Provides a permanent seal
- Applications include new installations or repairs
- Couples dissimilar pipe, materials and corrugations

**Benefits**

- Easy installation
- Permanent seal against soil infiltration
- Proven performance
- Quick and easy field repairs

**adspipe.com**  
800-821-6710

**Exhibit C**  
District Engineer Comments



September 26, 2025

Ada County Drainage District No. 3  
c/o Ms. Abigail R. Germaine  
Elam & Burke  
251 E. Front St., Ste. 300  
Boise, ID 83702

Re: Carriage Crossing Commercial Subdivision – Drain B Improvements

Dear Abbey:

David Evans and Associates (DEA) provided this office with stamped engineering drawings (Drawings) dated September 11, 2025, depicting proposed improvements to the existing piped Drain B facilities at the Carriage Crossing Commercial Subdivision (attached as Exhibit A).

We have reviewed the provided Drawings, and in our opinion, DEA has adequately addressed previous written comments provided by this office and verbal comments provided by the Drainage District Commissioners at the August Board meeting. Based on the information provided in the Drawings, we recommend approval of the project as designed with the following conditions:

1. Drainage District #3 should initiate the process of entering into a license agreement with the Applicant specific to this project to ensure continued protection of the District's interests and to memorialize the project Drawings for future reference.
2. Due to the potential for groundwater management/dewatering challenges that may arise during project implementation, as a part of the license agreement require that the Applicant direct their selected Contractor to provide a construction implementation plan to include the following:
  - a. Temporary water conveyance and/or pumping plan to provide uninterrupted drainage conveyance around or through the site during construction.
  - b. An emergency mitigation plan to be initiated should a large rainfall or snowmelt event occur during construction that could overwhelm the temporary drainage conveyance works to ensure surrounding properties will not be adversely affected by an uncontrolled runoff event.
  - c. Overall construction schedule with project milestones to ensure that Drain B can reasonably be removed from service and returned to permanent service outside of the irrigation season.
  - d. The construction implementation plan should be presented by the Contractor at a pre-construction conference to take place a minimum of 14 days prior to commencing construction activities affecting Drain B. The pre-construction conference should at a minimum include attendance by a representative of the Applicant, the Contractor, the Design Engineer, and the District Engineer.
3. Following construction completion, the Contractor should complete a CCTV inspection of the new Drain B facilities per District specifications and provide a digital copy to the District Engineer for review prior to returning Drain A to permanent service.

Thank you for the opportunity to provide comment on this project.

September 26, 2025  
Page 2 of 2



Sincerely,  
**QRS CONSULTING LLC**

A handwritten signature in black ink that reads 'Nicholas A. Kraus'.

Nicholas A. Kraus, PE  
Principal Water Resources Engineer

cc: Ms. Megan Everard

Attachment: Exhibit A – Carriage Crossing Subdivision Drawings dated September 11, 2025 (2 pages)