



LAND DIVISION	
Permit info: _____	Application Date: _____ Rec'd by: _____
FOR OFFICE USE ONLY	

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921 (tel.)
 208.472.2926 (FAX) ▪ www.gardencityidaho.org ▪ planning@gardencityidaho.org

CONTACT INFORMATION

APPLICANT

Name: Robert O'Dell Email: rob.k2h@gmail.com Phone: 208-941-7606	Address: 3313 W Cherry Lane Suite 436 Meridian, ID 83642
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OWNER

Name: Key2 Homes, LLC Email: rob.k2h@gmail.com Phone: 208-941-7606	Address: 3313 W Cherry Lane Suite 436 Meridian, ID 83642
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PROPERTY INFORMATION

Subdivision/Project Name: Riverbend Row

Site address: 3801 N Adams St, Garden City, ID 83714

Description of Existing Use(s): Single lot with a mobile home and a manufactured home on foundation

Description of Surrounding Uses: Residential houses and ACHD offices across the street

APPLICATION INFORMATION

- Minor Land Division
 Preliminary Plat
 Planned Unit Development
 Combined Preliminary/Final Plat
 Final Plat
 Condominium

If final plat have there been any changes since the preliminary plat? Y/ N No

Number of residential lots 5 Number of commercial lots 0 Number of mixed use lots 0

Number of common lots 0 Square feet of common open space 0

Are any improvements planned within the common open space area? If so, specify.

What public services and facilities are required for this development? _____ Fire Protection _____ Police Protection X Water X Sewer _____ Drainage _____ Streets _____ Schools Installing additional sewer taps and city water feeds to properties

What housing types are proposed? MARK ALL THAT APPLY

Single Family X Condos _____ Townhomes _____ Live/Work _____

Manufactured/ Mobile Homes _____ N/A _____

Is this plat a portion of a larger land holding intended for subsequent development? If yes, please explain. No

Is the project within the Floodplain? Yes

Are there any proposed uses not allowed in the zoning district where the project is located? If so, specify. If so, what is the gross land area devoted to such uses? No

What is the effect of this site development on roadways and traffic conditions? None anticipated

Are there new roads proposed/required? No

Are there new ingress/egress being proposed? Yes, each SFR will require driveway access

How has off-street parking and loading been arranged and sized to prevent traffic congestion? Yes, we have guest parking allocated

How has vehicular and pedestrian circulation been arranged with respect to adjacent facilities and internal circulation? New sidewalk and guest parking have been proposed

Has there been connection to or access provided for future connections to bicycle and pedestrian pathways or regional transit? Sidewalk planned and Bus Stop on corner

What neighborhood characteristics exist or are planned which make this development compatible with the neighborhood and adjoining properties?

The area is being updated and these houses are being build consistent with the new construction that has already been completed.

What is the effect of this site development on the adequacy of storm and surface water facilities? There is no impact on current storm and surface water facilities

How will the design create a sense of place (usable open space, public art, visual focus points)? This is a small single family sub that does not provide an opportunity to impact this.

How has landscaping been used to protect existing trees, utilize existing features, create harmony with adjacent development and prevent erosion and dust? Each lot will be fully landscaped with grass, trees, shrubs and a sprinkler system.

What type of water will be used for landscaping? _____Irrigation - Non-Potable
_____Irrigation - Potable _____X_____City Water System

Have native or drought resistant plants been utilized in the landscaping plan? If so what types and what percentage of the overall landscape is dedicated to these plants? Yes the trees and shrubs in the landscaping plan were chosen for their drought resistance characteristics. See landscape plan

What sustainable concepts have been incorporated into the design?

New residential development of 5 units meets the required points of 6 per unit for being located within 1/4 mile walking distance of established public transit and including pedestrian pathways dedicated for public use.

APPLICATION INFORMATION REQUIRED

NOTE:

AN ELECTRONIC COPY OF THE ENTIRE APPLICATION SUBMITTAL REQUIRED
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES

TWO (2) HARD COPIES OF EACH CHECKLIST ITEM REQUIRED

- | | |
|---|--|
| <input checked="" type="checkbox"/> Planning Submittal Form | <input checked="" type="checkbox"/> Compliance Statement |
| <input checked="" type="checkbox"/> Preliminary Title Report | <input checked="" type="checkbox"/> Statement of Intent |
| <input checked="" type="checkbox"/> Legal Description | <input type="checkbox"/> Approved Sketch Plat |
| <input checked="" type="checkbox"/> Neighborhood Map | |
| <input checked="" type="checkbox"/> Sketch Map (Required for subs with 4 or more proposed lots) | |
| <input checked="" type="checkbox"/> Subdivision Map | |
| <input checked="" type="checkbox"/> Site Plan | |
| <input checked="" type="checkbox"/> Landscape Plan | |
| <input checked="" type="checkbox"/> Schematic Drawings | |
| <input type="checkbox"/> Lighting Plan | |
| <input checked="" type="checkbox"/> Topographic Survey | |
| <input type="checkbox"/> Grading Plan | |
| <input type="checkbox"/> Soils Report | |
| <input type="checkbox"/> Hydrology Report | |
| <input checked="" type="checkbox"/> Engineering Drawings and Specifications | |
| <input type="checkbox"/> Natural Hazard and Resources Analysis | |
| <input checked="" type="checkbox"/> Dedications and Easements | |
| <input type="checkbox"/> Covenants and Deed Restrictions | |
| <input checked="" type="checkbox"/> Ability to Serve Letter | |
| <input checked="" type="checkbox"/> Neighborhood Meeting Verification | |
| <input checked="" type="checkbox"/> Affidavit of Legal Interest | |
| <input type="checkbox"/> Affidavit of Posting and Photos (Due 7 days before the hearing) | |
| <input checked="" type="checkbox"/> Irrigation/Ditch Company Information Form | |
| <input type="checkbox"/> Locations, elevations, and materials of proposed signage or Master Sign Plan | |
| <input checked="" type="checkbox"/> Waiver Request of Application Materials | |

FOR CONDOMINIUM SUBDIVISIONS:

IN ADDITION TO THE ABOVE REQUIRED DOCUMENTS AND INFORMATION, THE FOLLOWING MUST BE SUBMITTED:

- Diagrammatic floor plans of the building or buildings built or to be built in sufficient detail to identify each unit, its relative location and approximate dimensions, showing elevations where multi-level or multi-story structures are diagrammed
- A declaration and by-laws consistent with the provisions contained in Idaho Code 15-1505

INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS (PLEASE CHECK):

- Statement must include a list of the application materials to be waived and an explanation for the request.

INFORMATION REQUIRED ON COMPLIANCE STATEMENT (PLEASE CHECK):

- Statement explaining how the proposed structure(s) is compliant with the standards of review for the proposed application

INFORMATION FOR STATEMENT OF INTENT(PLEASE CHECK):

- Should include purpose, scope, and intent of project
- Information concerning noxious uses, noise, vibration, and any other aspects of the use or structure that may impact adjacent properties or the surrounding community

INFORMATION FOR PRELIMINARY TITLE REPORT (PLEASE CHECK):

- Document confirming property has been purchased contingent to approvals by city and other agencies
- Document should confirm if there are liens on property and if there are other issues with title
- Document typically generated by lender or title company

INFORMATION FOR LEGAL DESCRIPTION (PLEASE CHECK):

- A document legally describing the property.
- Must have Ada County instrument number or county seal inscribed.

INFORMATION FOR SKETCH PLAT (PLEASE CHECK):

- A plat preliminary to the preparation of a preliminary plat that show the basic outline of the plat, including lots, roads, and dedicated sites.
- Required for subs with 4 or more proposed lots

INFORMATION REQUIRED ON NEIGHBORHOOD MAP (PLEASE CHECK):

- 8 ½" x 11" size minimum
- Location of contiguous lots and lot(s) immediately across from any public or private street, building envelopes and/or existing buildings and structures at a scale not less than one inch equals one hundred feet (1" = 100')
- Impact of the proposed siting on existing buildings, structures, and/or building envelopes

INFORMATION REQUIRED ON PRELIMINARY SUBDIVISION MAP (PLEASE CHECK):

- 30" x 42" minimum size
- Scale no less than one inch (1") to one hundred feet (100')
- The names, addresses, and telephone numbers of the planners, engineers, surveyors or other persons who designed the subdivision and prepared the plat
- The legal description of the proposed subdivision, and a topographical map showing the proposed subdivision at a scale of not less than one inch (1") to one hundred feet (100')
- The intended use of the lot such as: residential single-family, duplex, townhouse and multiple housing, commercial, industrial or recreational;
- A proposed building envelope shall be designated and dimensioned on each lot to demonstrate that a building can comply with the required setbacks. This building footprint is not binding on future building on the lot.
- Streets and public rights of way, including proposed street names and dimensions
- Blocks, if any, building envelopes and lot lines as required by subsection 10-4-4F of this Title, showing the dimensions and numbers of each. In addition to providing this information on the plat or supporting addenda, the applicant shall stake the perimeters of each lot and the center of its building envelope sufficiently to permit the Commission to locate the same when inspecting the site of the proposed subdivision
- Contour lines, shown at two foot (2') intervals, reference to an established bench mark, including location and elevation

- Location of any proposed or existing utilities, including, but not limited to, domestic water supply, storm and sanitary sewers, irrigation laterals, ditches, drainages, bridges, culvers, water mains, fire hydrants, and their respective profiles
- Location of bicycle parking
- Location of existing and proposed street lights
- Location of existing and proposed pedestrian and bicycle pathways

INFORMATION REQUIRED ON SITE PLAN(PLEASE CHECK):

- 24" x 36" size minimum
- Scale not less than 1" = 20', legend, and north arrow.
- Property boundary, dimensions, setbacks and parcel size.
- Location of the proposed building, improvement, sign, fence or other structure, and the relationship to the platted building envelope and/or building zone
- Building envelope dimensions with the center of the envelope location established in relation to the property lines
- Adjacent public and private street right of way lines
- Total square footage of all proposed structures calculated for each floor. If the application is for an addition or alteration to an existing building or structure, then the new or altered portions shall be clearly indicated on the plans and the square footage of new or altered portion and the existing building shall be included in the calculations
- For uses classified as drive-through, the site plan shall demonstrate safe pedestrian and vehicular access and circulation on the site and between adjacent properties as required in Section 8-2C-13 of Title 8.
- The site plan shall demonstrate safe vehicular access as required in 8-4E-4
- Driveways, access to public streets, parking with stalls, loading areas.
- Sidewalks, bike and pedestrian paths.
- Berms, walls, screens, hedges and fencing.
- Location and width of easements, canals, ditches, drainage areas.
- Location, dimensions and type of signs.
- Trash storage and mechanical equipment and screening.
- Parking including noted number of regular, handicap and bike parking as well as dimensions of spaces and drive aisles depicted on plan
- Log depicting square footage of impervious surface, building and landscaping
- Location and height of fences and exterior walls
- Location and dimensions of outdoor storage areas
- Location of utilities and outdoor serviced equipment and areas
- Location of any proposed public art
- Location of any proposed exterior site furniture
- Location of any exterior lighting
- Location of any existing or proposed signage

INFORMATION REQUIRED ON LANDSCAPE PLAN (PLEASE CHECK):

- 24" x 36" size minimum
- Scale the same as the site plan.
- Type, size, and location of all existing and proposed plants, trees, and other landscape materials.
- Size, location and species of existing vegetation labeled to remain or to be removed.
- All areas to be covered by automatic irrigation, including location of proposed irrigation lines.
- Cross section through any special features, berms, and retaining walls.
- A plant list of the variety, size, and quantity of all proposed vegetation
- Log of square footage of landscaping materials corresponding to location

- Proposed storm water systems
- Locations and dimensions of open space

INFORMATION REQUIRED ON SCHEMATIC DRAWINGS (PLEASE CHECK):

- 11" x 17" size minimum
- Scale not less than 1/8 inch = 1 foot (1/8" = 1')
- Floor plans; elevations, including recorded grade lines; or cross sections that describe the highest points of all structures and/or buildings, showing relationship to recorded grade existing prior to any site preparation, grading or filing
- Decks, retaining walls, architectural screen walls, solid walls, and other existing and proposed landscape features shall be shown in elevations and sections with the details to show the completed appearance of those structures
- Overall dimensions of all proposed structures
- Specifications on exterior surface materials and color
- Sample materials (as determined by the staff)

INFORMATION REQUIRED ON LIGHTING PLAN (PLEASE CHECK):

- 11" x 17" size minimum
- Location, type, height, lumen output, and luminance levels of all exterior lighting
- Refer to Garden City Code 8-4A-6 for outdoor lighting requirements
- Location of municipal street lights

INFORMATION FOR TOPOGRAPHIC SURVEY (PLEASE CHECK):

- The topographic map is a map of the application site and adjoining parcels prepared by an engineer and/or land surveyor, and at a scale of not less than one inch (1") to twenty feet (20'). If the site has been known to have been altered over time, then the applicant shall provide evidence of the natural topography of the site.

INFORMATION REQUIRED ON GRADING PLAN (PLEASE CHECK):

- 11" x 17" size minimum
- Scale not less than one inch equals twenty feet (1" = 20')
- Two foot (2') contours for the entire proposal site
- One foot (1') contours for details, including all planimetric features
- Existing site features, including existing structures, trees, streams, canals, and floodplain hazard areas
- Existing easement and utility locations
- Approximate limiting dimensions, elevations, and finish contours to be achieved by the contemplated grading within the project, showing all proposed cut and fill slopes, drainage channels, and related construction; and finish and spot grade elevations for all wall and fence construction, and paved and recreational surfaces
- Slope and soil stabilization and re-vegetation plan, including identification of areas where existing or natural vegetation will be removed and the proposed method of re-vegetating. Show all areas of disturbance and construction fencing location; re-vegetation is required for all disturbed areas
- Proposed storm water systems

INFORMATION FOR SOILS REPORT (PLEASE CHECK):

- Prepared by a licensed engineer
- Report showing the nature, distribution, and strength of existing soil;
- Conclusions and recommendations for grading procedures

- Opinions and recommendations regarding the adequacy of the soil for the proposed development
- The design criteria for any corrective measures which are recommended

INFORMATION FOR HYDROLOGY REPORT(PLEASE CHECK):

- Prepared by a licensed engineer
- Description of the hydrological conditions existing within the proposed site, the adequacy of the existing conditions for the proposed project and the design criteria for any recommended corrective measures
- Map or drawing showing existing surface drainage patterns in the proposed site and identifying any anticipated changes in those patterns due to the project development
- For preliminary plat: Preliminary plans and approximate locations of all surface and subsurface drainage devices or other devices to be employed in controlling drainage water within the project site, including proposed, existing, and natural drainage swales, culverts, catch basins, and subsurface drain piping
- For final plat: A storm drainage plan shall be submitted showing compliance with the standards of section 8-4B-1. The storm drainage plan shall include:
 - a. A map indicating the on-site and off-site drainage applicable to the site
 - b. Detailed engineering plans of all subsurface drainage improvements to be constructed as a part of the proposed development
 - c. Location of all drainage easements, or drainage rights of way
- For a subdivision within a floodplain, documentation shall be provided that will show and explain at the following to demonstrate conformance with Chapter 3, Article B. Flood Hazard. Location of all planned improvements:
 - a. The location of the floodway and the floodway fringe per engineering practices as specified by the Army Corp of Engineers
 - b. The location of the present water channel
 - c. Any planned re-routing of waterways
 - d. All major drainage ways
 - e. Areas of frequent flooding
 - f. Means of flood proofing buildings, and means of insuring loans for improvements within the floodplain

INFORMATION FOR ENGINEERING DRAWINGS AND SPECIFICATIONS (PLEASE CHECK):

- Prepared by a licensed engineer
- The engineering drawings and specifications are for streets, water systems, sewers, and other required public improvements to support the proposal
- The plans shall contain sufficient information and detail to enable the Planning Official to make a determination as to conformance of the proposed improvements to applicable regulations, ordinances, and standards
- For a sexually oriented business: The applicant shall provide evidence certified by a professional land surveyor licensed in the State of Idaho that the proposed adult entertainment establishment conforms to the separation requirements as set forth in Section 8-2C-33 of this Title

INFORMATION FOR NATURAL HAZARD AND RESOURCES ANALYSIS (PLEASE CHECK):

- Prepared by a licensed engineer
- The natural hazards and resources analysis shall provide an inventory and recommendation regarding natural conditions existing on the site.
- The analysis shall include: significant natural resources existing on the site shall be identified including vegetation; fish and wildlife habitat; and water, including streams and riparian zones. A plan for preservation and/or

mitigation of significant resources should be prepared by a qualified professional.

- For subdivisions within a floodplain: Detained information on the nature, source, and extent of the hazard and the proposed actions to minimize or eliminate danger to public health, safety or property. The analysis shall include the following information:
 - a. The location of existing water channels and drainage ways, floodway, flood plain and base flood elevation
 - b. The location of all planned improvements including dams, dikes, and similar structures
 - c. All planned diversions, alterations or rerouting of channels and drainage ways.

INFORMATION FOR DEDICATIONS AND EASEMENTS (PLEASE CHECK):

- The statement of intent for dedications and/or easements shall include the location, size, dimensions, and purpose.

INFORMATION FOR COVENANTS AND DEED RESTRICTIONS (PLEASE CHECK):

- The draft of any proposed covenants and deed restrictions to be recorded with the plat or plat amendment.

INFORMATION FOR WILL SERVE LETTER(PLEASE CHECK):

- A document from the City Engineer certifying that a property has adequate access to city services.

INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION (PLEASE CHECK):

- Copy of notice sent to property owners within 300' of an applicable property
- List of notice recipients with names and addresses
- Sign-up sheet from meeting

INFORMATION FOR AFFIDAVIT OF LEGAL INTEREST (PLEASE CHECK):

- A signed affidavit indicating legal interest in a property and application

INFORMATION FOR AFFIDAVIT OF PROPERTY POSTING AND PHOTOS(PLEASE CHECK):

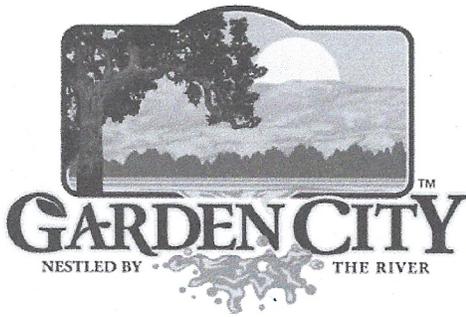
- A signed affidavit affirming that the required sign has been posting on the property ten days before the hearing
- Photos (digital or print) of posted sign

INFORMATION REQUIRED FOR IRRIGATION/DITCH INFORMATION FORM (PLEASE CHECK):

- Required if irrigation canal/irrigation ditch runs through property or along property lines

INFORMATION REQUIRED FOR MASTER SIGN PLAN (PLEASE CHECK):

- Required for commercial or mixed-use developments of two or more buildings
- Location, elevations, and materials of proposed signage



6015 Glenwood Street • Garden City, Idaho 83714
Phone 208 - 472-2921 • Fax 208 - 472-2926 •
www.gardencityidaho.org

Affidavit of Legal Interest

State of Idaho)
)SS
County of Ada)

I, Deslyn O'Dell, Key2 Homes, LLC 3313 W. Cherry Lane
Name Manager Address Suite #436
Meridian, ID 83642
City State and Zip

Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission

to Robert O'Dell, Key2 Homes, LLC - same
Name Address as above
to submit the accompanying application pertaining to that property.

2. I agree to indemnify, defend and hold the City of Garden City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

3. I hereby grant permission to City of Garden City staff to enter the subject property for the purpose of site inspections related to processing said applications.

Dated this 27th day of December, 2019

Deslyn O'Dell, Manager
Signature

Subscribed and sworn to before me the day and year first above written

Sara H. Stringham
Notary Public for Idaho

Residing at: Kuna



My Commission expires 9/22/2020

Project No:
Date 12/27/2019

Garden City Planning and Development
6015 Glenwood Street
Garden City, Idaho, 83714

RE: RIVERBEND ROW SUBDIVISION – STATEMENT OF INTENT

Purpose, scope, and intent of the project:

- The proposed Riverbend Row subdivision will remove a mobile home and a manufactured home on foundation and replace them with five single-family residences. Four of the parcels will be .08 acres and the remaining parcel will be .09 acres. The proposed residences will be two story structures approximately 1700 square feet built on slab foundations. Four lots will have single-car, attached garages and the remaining lot will have a 2-car, tandem attached garage. Each lot will have a 20-foot parking pad in front of the garages. Three additional parking spaces will be provided for additional subdivision parking. There will be no common space areas shared by the residences.

Information concerning noxious uses, noise, vibration, and any other aspects of the use or structure that may impact adjacent properties or the surrounding community:

- The proposed Subdivision is residential and may have a slight increase in the current level of noise with five single family residences compared to the current number of two at this location. The proposed use is not changing and should not impact adjacent properties or the surrounding community; instead, the new construction and landscaping will beautify and increase the value of the neighborhood and community.

Robert O'Dell
Key2 Homes, LLC
3313 W Cherry Lane suite 436
Meridian, ID 83646
208 941-7606

Project No:
Date 12/27/2019
Parcel: R2734502637
Zone R-3

Garden City Planning and Development
6015 Glenwood Street
Garden City, Idaho, 83714

RE: RIVERBEND ROW SUBDIVISION – COMPLIANCE STATEMENT

THE FOLLOWING STATEMENTS EXPLAIN HOW THE PROPOSED STRUCTURE IS COMPLIANT WITH THE STANDARDS OF REVIEW FOR THE PROPOSED APPLICATION

How does the design of the structure advance an urban form through its relationship to the street, the pedestrian and adjacent properties?

- The existing neighborhood is a mix of single family and multi-family residential with industrial/commercial directly across the street from the parcel. The proposed design of the single-family residential dwelling units along 38th will contribute to the improvement of the neighborhood and community in place of older manufactured homes. The buildings elevations at street level are in harmony with the urban form, consistent in theme yet architecturally varied for interest and appeal. The selected building materials and colors are intended to complement the surrounding neighborhood, especially the new developments that have been constructed recently.

How does the design maximize the opportunities for safe and comfortable pedestrian accessibility and minimize the effects of parking and vehicular circulation?

- The subdivision residential homes will be built in cottage or bungalow style, all front doors face 38th Street – a public street, with walkways connected to the new proposed public sidewalks. Vehicular/garage access is conveniently located in the front and the single-car garage doors and garage offsets will minimize the prominence of these features. The proposed guest parking spaces on the property will reduce congestion and on-street parking. Pedestrians have easy access across the front of the subdivision and to the public bus stop at the corner of Adams and 38th Street with new sidewalks.

What are the building materials?

- The proposed building materials are a combination of Cottage Siding, Staggered Shake Siding and Choice Trim that will be painted with a pallet of complementary colors in harmony throughout the subdivision. Each home will include architectural details for variety in the exterior front façade, including visually interesting elements in addition to

windows and doors. These traditional building materials are planned to create contemporary living spaces with appealing, aesthetic construction.

What are the existing notable site features and how does the design respect them?

- The existing lot has one older mobile home and one older manufactured home on the 0.445 acre site. Our plan is to remove these outdated structures and build five new single-family homes to increase density and provide more housing for the neighborhood. To reduce the vehicular traffic on Adams Street and in line with ACHD recommendations, the existing driveway along the property on Adams will no longer be in use and will be fenced off as part of the home on proposed Parcel 5. The existing public bus stop will be easily accessible to all pedestrian traffic, especially with the planned new sidewalks. The existing poorly placed and overgrown vegetation will be replaced with the proposed landscape improvements.

Is the building consistent with the adopted streetscape?

- The proposed subdivision incorporates appropriate street frontage setbacks and improves the neighborhood with landscaping and pedestrian sidewalks. The proposed buildings are consistent with and complementary to the existing streetscapes along 38th Street.

Bike and Pedestrian:

- A public sidewalk will be constructed the entire frontage of the subdivision along 38th Street. There is a bus stop located at the corner of the property at the intersection of Adams and East 38th Streets.

Parking and parking lot standards:

- Proposed driveways and the required number of guest parking spaces per unit are designed to reduce on-street parking and vehicular conflicts.

Community interaction:

- The original subdivision plan proposed, compliant with zoning density, was six single-family residential units. Following the neighborhood meeting, the feedback we received encouraged us to reduce the plan to five units which will promote more community acceptance of the project.

Landscaping:

- Over 40% of the area within the property boundary is dedicated to landscaping. The proposed landscaping contains 10 total trees, 2 trees per residential lot. The only existing trees that could remain are in the Right-of-Way and could interfere with pedestrian and public transit traffic. All other trees will be removed from the project

site. An automatic, underground city water sprinkler and drip system will be provided for all landscaped areas. The landscaping is compatible with the southwest Idaho climactic conditions.

Building Design:

- The proposed design of the subdivision buildings reflects the overall urban form of the existing and upcoming neighborhood and community residences. The floor to area ratio is less than 1, with front setbacks 15 feet from the new public sidewalks and 5 feet setbacks from any property line. No roof lines or facades exceed 50 feet in length and each residential unit includes exterior roof line changes and changes in façade materials to create relief and architectural interest.

Robert O'Dell

Key2 Homes, LLC

3313 W Cherry Lane suite 436

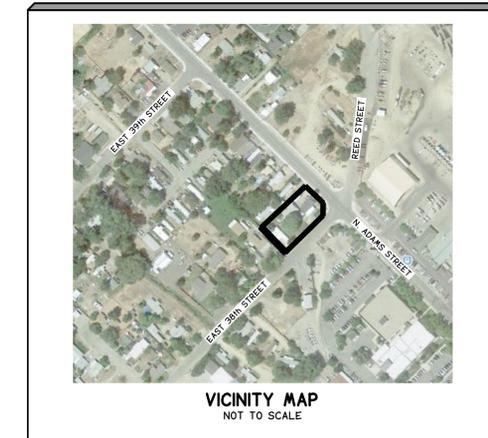
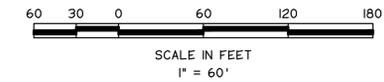
Meridian, ID 83646

208 941-7606

PRELIMINARY PLAT OF RIVERBEND ROW SUBDIVISION

PORTIONS OF LOTS 16 AND 17, BLOCK 8, FAIRVIEW ACRES NO. 3 SUBDIVISION, LYING IN THE NE 1/4, SECTION 5, T.3N., R.2E., B.M., GARDEN CITY, ADA COUNTY, IDAHO

2019



NOTES:
 1. ALL STORM DRAINAGE TO BE RETAINED ON SITE.
 2. STREET IMPROVEMENTS TO BE BUILT TO A.C.H.D. STANDARDS.

LEGEND

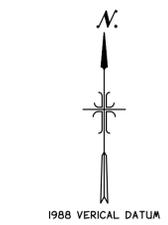
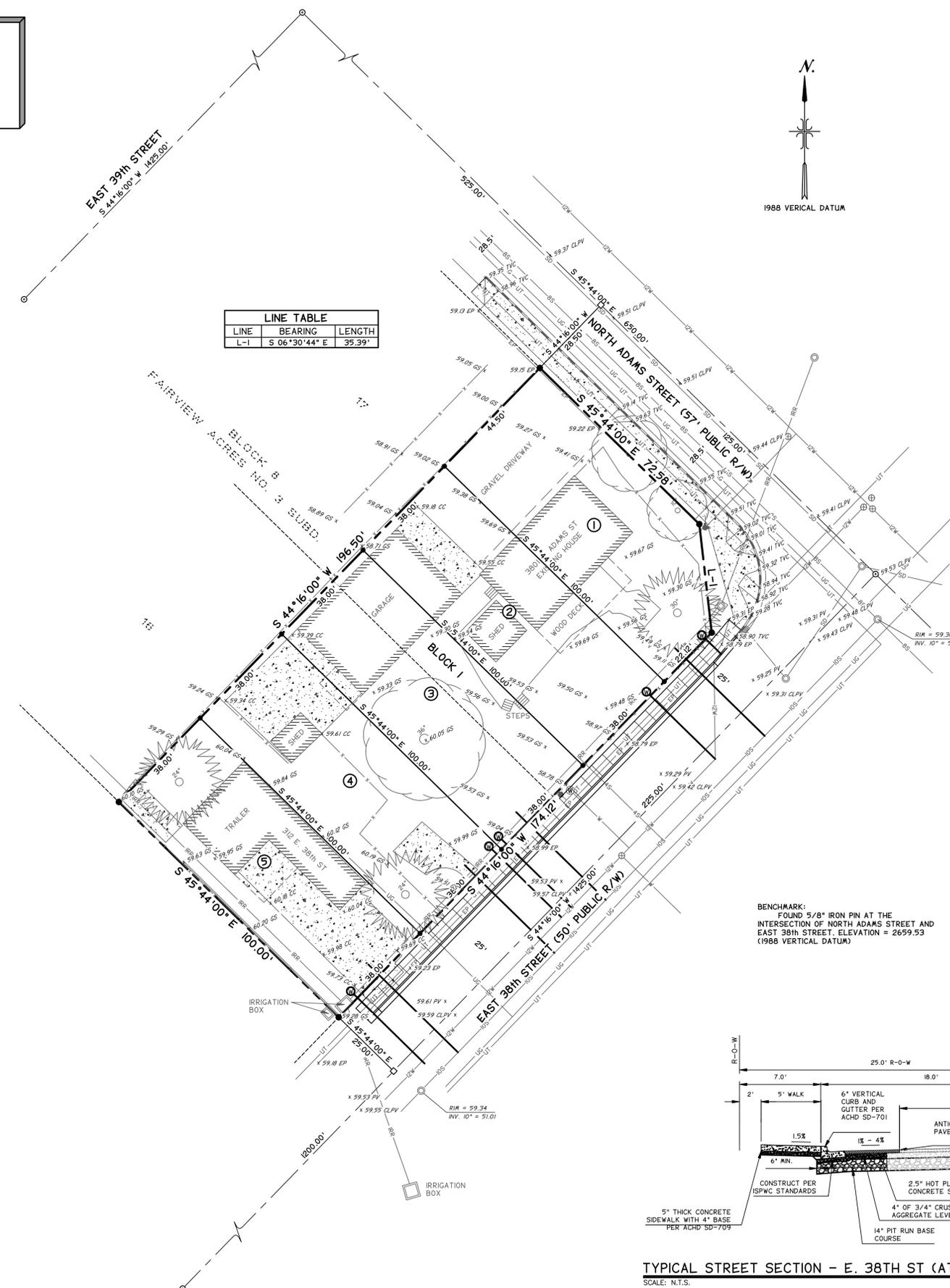
- BOUNDARY LINE
- - - CENTER LINE
- x- EXISTING FENCE LINE
- OS- SANITARY SEWER LINE w/SIZE
- ZW- WATER LINE w/SIZE
- SD- STORM DRAIN
- EP- EDGE OF PAVEMENT
- UG- UNDERGROUND GAS LINE
- UT- UNDERGROUND TELEPHONE LINE
- RR- IRRIGATION LINE
- VERTICAL CURB & GUTTER
- ▨ EXISTING BUILDING
- ▨ ASPHALTIC PAVEMENT
- ▨ CONCRETE
- FOUND 5/8" IRON PIN
- SET 5/8"x24" IRON PIN W/ CAP
- MANHOLE
- TELEPHONE RISER
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ▭ CATCH BASIN
- ▭ MAIL BOX
- x 54.32 GS EXISTING ELEVATION (GROUND SHOT)
- CC TOP OF CONCRETE
- EP EDGE OF ASPHALTIC PAVEMENT
- PV TOP OF ASPHALTIC PAVEMENT
- CLPV CENTERLINE OF ASPHALTIC PAVEMENT
- TVC TOP OF VERTICAL CURB
- DECIDUOUS TREE
- EVERGREEN TREE

LEGEND (PROPOSED)

- OS- SANITARY SEWER LINE w/SIZE
- ZW- WATER LINE w/SIZE
- WATER METER
- ▨ CONCRETE VERT. CURB AND GUTTER WITH 5' SIDEWALK

IRRIGATION DISTRICT: FAIRVIEW ACRES WATER USERS ASSOC. INC.
DRAINAGE DISTRICT: N/A
SEWAGE DISPOSAL: GARDEN CITY
WATER SUPPLY: GARDEN CITY
FLOOD ZONE: AE (FEMA MAP NUMBER 1600IC0188 H)

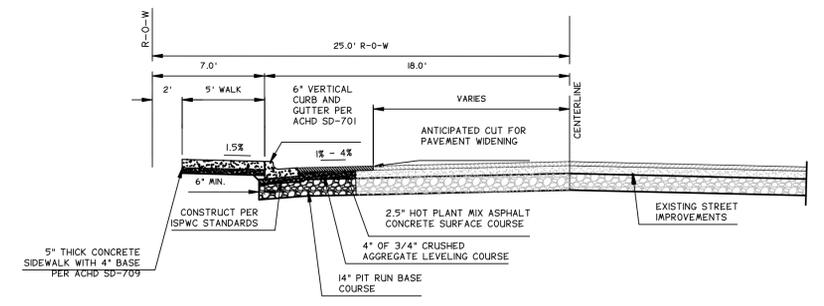
NOTE
 1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND UTILITY COMPANY MAPS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE SHOWN IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. CONTACT DIGLINE AT 1-800-252-1133 FOR EXACT UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.



DEVELOPER/OWNER:
 KEY 2 HOMES, LLC
 ATT: DESLYN O'DELL
 3313 W. CHERRY LANE SUITE 436
 MERIDIAN, IDAHO 83642-1119
 PH: 208-941-7647

ACREAGE: 0.444 ACRES

ZONING: R-3
BUILDING SETBACKS:
 FRONT = 15'1/20'
 REAR = 15'
 SIDE INTERIOR = 0'5'
 SIDE W/ STREET = 5'
MINIMUM LOT SIZE: N/A



TYPICAL STREET SECTION - E. 38TH ST (ATTACHED SIDEWALK)
 SCALE: N.T.S.

NOTES:
 1. SIDEWALK CROSS-SLOPE SHALL BE TARGETED TO BE 1.50% AND NO GREATER THAN 2.00% TO COMPLY WITH AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS. ADA DOES NOT ALLOW TOLERANCES IN EXCESS OF THIS STANDARD. ACHD MAY REQUIRE SIDEWALKS THAT EXCEED A 2.00% CROSS-SLOPE TO BE REPLACED.



TEALEY'S LAND SURVEYING
 12594 W. EXPLORER DRIVE, SUITE 150
 BOISE, ID. 83713
 208-385-0936
 www.tealeys.com

PRELIMINARY PLAT OF RIVERBEND ROW SUBDIVISION
 PORTIONS OF LOTS 16 AND 17, BLOCK 8, FAIRVIEW ACRES NO. 3 SUBDIVISION, LYING IN THE NE 1/4, SECTION 5, T.3N., R.2E., B.M., GARDEN CITY, ADA COUNTY, IDAHO

DRAFT: jdc
 CHECK: jdc
 SCALE: 1" = 20'
 DATE: DECEMBER, 2019
 PROJECT NO: 4558

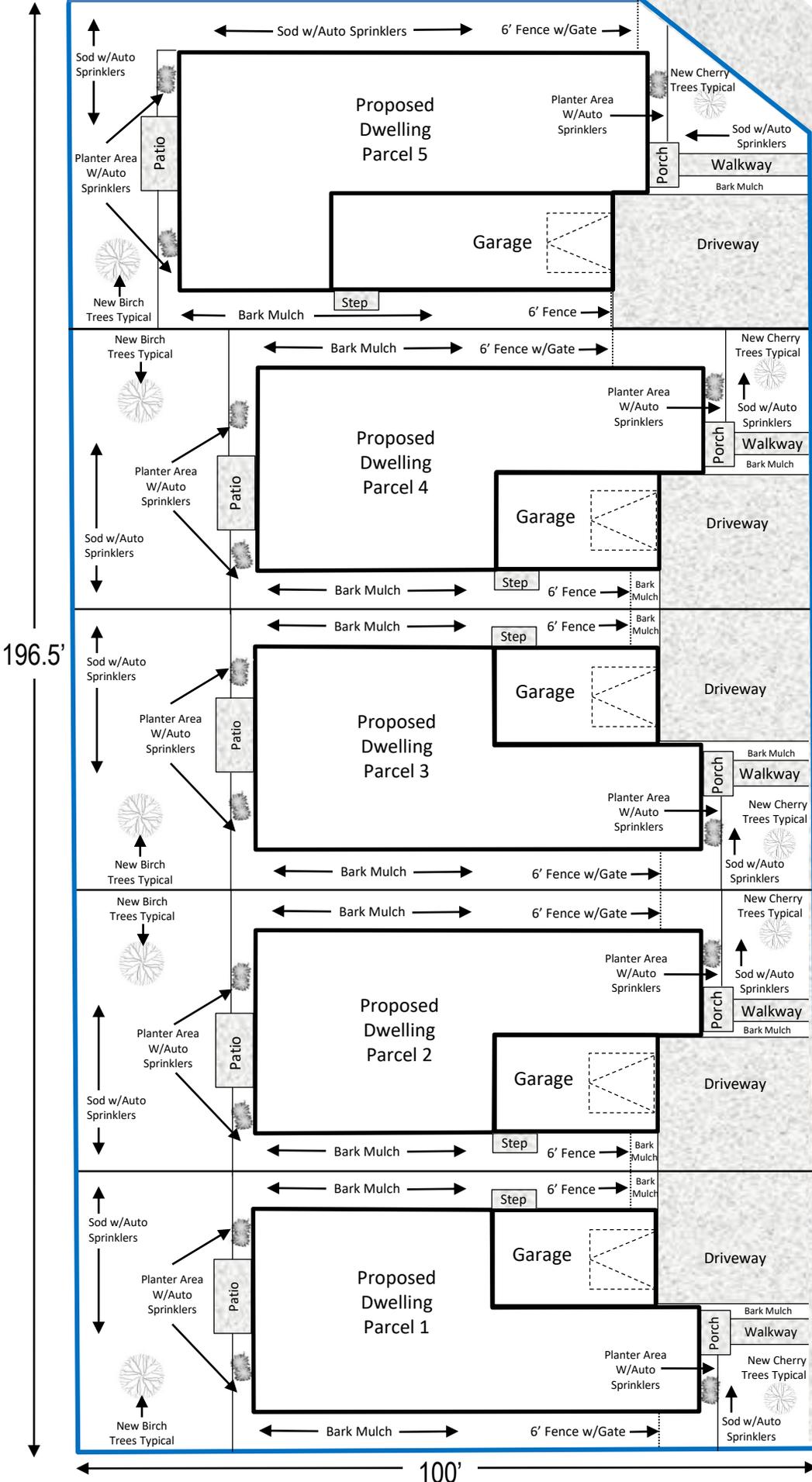
ADAMS STREET Existing Sidewalk



Existing Bus Stop

Riverbend Row Landscape Plan

1-Inch = 20 Feet



38TH STREET
New Sidewalk,
Curb & Gutter

PLAN NOTES:

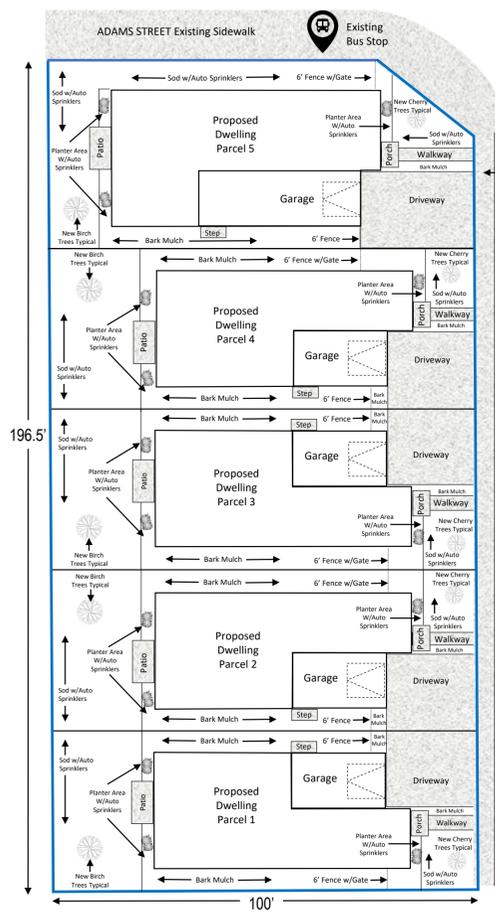
- See Topographical Map/Site Plan for Location of Existing Vegetation
- All Existing Plants, Trees & Landscape Materials to be Removed
- NO Proposed Auto Irrigation or Irrigation Lines
- See Topographical Map/Site Plan for Location of Existing Irrigation

PROPOSED LANDSCAPE PLANTS:

- Front Yard Trees 1 Per Lot – Canada Red Chokecherry 2 to 3" Caliper (Typical)
- Back Yard Trees 1 Per Lot – River Birch 3" Caliper (Typical)
- Front & Back Yard Shrubs Per Lot QTY=5 (5 Gallon) & QTY=8 (1 Gallon)
 - Red Osier Dogwood
 - Loropetalum Crimson Fire
 - Sweet Cicely
 - Boxwood (Typical/Available)

LANDSCAPE MATERIAL LOG:

- PARCEL 1
 - 925 Square Feet Sod
 - 650 Square Feet Bark Mulch
- PARCEL 2
 - 925 Square Feet Sod
 - 650 Square Feet Bark Mulch
- PARCEL 3
 - 925 Square Feet Sod
 - 650 Square Feet Bark Mulch
- PARCEL 4
 - 925 Square Feet Sod
 - 650 Square Feet Bark Mulch
- PARCEL 5
 - 1,125 Square Feet Sod
 - 495 Square Feet Bark Mulch



**Riverbend Row
Landscape Plan**
1-Inch = 20 Feet

38TH STREET
New Sidewalk,
Curb & Gutter

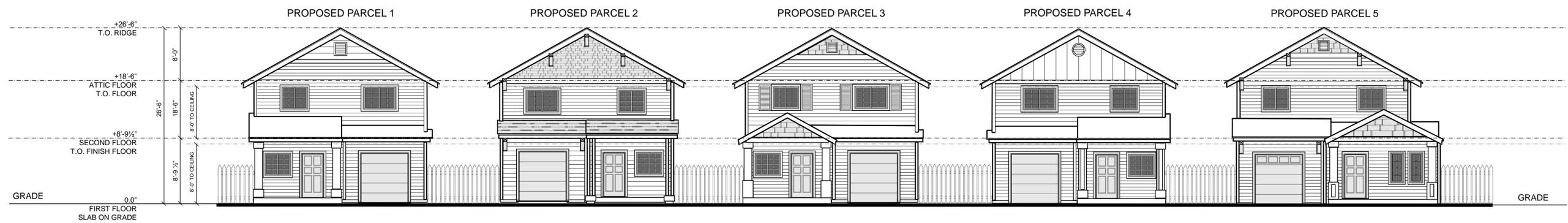
- PLAN NOTES:**
- See Topographical Map/Site Plan for Location of Existing Vegetation
 - All Existing Plants, Trees & Landscape Materials to be Removed
 - NO Proposed Auto Irrigation or Irrigation Lines
 - See Topographical Map/Site Plan for Location of Existing Irrigation

- PROPOSED LANDSCAPE PLANTS:**
- Front Yard Trees 1 Per Lot – Canada Red Chokecherry 2 to 3" Caliper (Typical)
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 - Front & Back Yard Shrubs Per Lot QTY=5 (5 Gallon) & QTY=8 (1 Gallon)
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 - 650 Square Feet Bark Mulch
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 - 925 Square Feet Sod
 - 650 Square Feet Bark Mulch
 - PARCEL 3
 - 925 Square Feet Sod
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 - PARCEL 4
 - 925 Square Feet Sod
 - 650 Square Feet Bark Mulch
 - PARCEL 5
 - 1,125 Square Feet Sod
 - 495 Square Feet Bark Mulch

RIVERBEND ROW SUBDIVISION SCHEMATIC DRAWINGS – CONCEPTUAL ELEVATIONS

SCALE: 1/8" = 1'-0"



SCHEMATIC DRAWING NOTES:

- EXTERIOR MATERIALS – TYPICAL HARDI-TYPE SIDING, SHIPLAP & SHINGLE SIDING
- COLOR SPECIFICATIONS TO BE SUBMITTED AT PLAN REVIEW
- EXTERIOR LIGHT FIXTURES PER LOT TO INCLUDE: 1 LANTERN ON EACH SIDE OF GARAGE DOOR, 1 LANTERN AT THE FRONT ENTRY DOOR, 1 LANTERN AT THE REAR SLIDER OR PATIO DOOR, 1 LANTERN OUTSIDE THE GARAGE MAN DOOR AT THE SIDE YARD
- SCHEMATIC DRAWING DOES NOT SHOW PROPOSED LANDSCAPING – SEE LANDSCAPE PLAN

**PERPETUAL INGRESS/EGRESS ACCESS
AND MAINTENANCE AGREEMENT
FOR THE COMMON DRIVEWAYS/GUEST PARKING**

Riverbend Row Subdivision, Garden City, ID 83714

This agreement is entered into, by and between the owners of the Riverbend Row Subdivision Parcels (5 Lots with Addresses TBD), Parcel 1 (38th Street Address TBD) Key2 Homes, LLC, Parcel 2 (38th Street Address TBD) Key2 Homes, LLC, Parcel 3 (38th Street Address TBD) Key2 Homes, LLC, Parcel 4 (38th Street Address TBD) Key2 Homes, LLC, Parcel 5 (38th Street Address TBD) Key2 Homes, LLC.

1. **Common Driveway and Improvements.** The owners of Riverbend Row Subdivision Parcels acknowledge that all Parcels are subject to a perpetual ingress/egress access and maintenance easement for the purpose of common driveway/guest parking spaces for the Subdivision. The easement is described as follows.

A 10-foot wide by 20-foot long common driveway/guest parking space between the private driveways of Parcel 1 and Parcel 2, originating from East 38th Street with 5 feet extending on either side of the property line; a 10-foot wide by 20-foot long common driveway/guest parking space between the private driveways of Parcel 3 and Parcel 4, originating from East 38th Street with 5 feet extending on either side of the property line; and an 8-foot wide by 26-foot long common driveway/guest parking space immediately adjacent to the private driveway of Parcel 5, originating from East 38th Street and running along the common boundary between Parcel 5 and Parcel 4.

The improvements within the described easement shall be maintained in perpetuity by the owners of all Parcels of the Riverbend Row Subdivision. Any future improvements constructed within the Subdivision shall not impair or impede pedestrian and vehicular traffic on the common driveways/guest parking spaces.

2. **Parking.** Temporary parking in the common driveways/guest parking spaces shall be restricted to the owners of the Riverbend Row Subdivision and their respective guests only for a period of seventy-two (72) consecutive hours or less. No public parking shall be allowed. Parking in the common driveways/guest parking spaces or right-of-way within the Subdivision, other than for temporary purposes, is prohibited.
3. **Maintenance.** The improvements within the easement shall be maintained by the owners of all Parcels of Riverbend Row Subdivision.

4. **Covenant Running with the Land.** This agreement, the terms of (ROS # TBD) and the rights, benefits and obligations contained herein shall be deemed a covenant running with the land and shall be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Owners caused this Perpetual Access and Easement Agreement to be executed effective as of the _____ day of _____, 2020.

OWNER SIGNATURES: PARCEL 1

Deslyn O'Dell, Manager, Key2 Homes, LLC

PARCEL 2

Deslyn O'Dell, Manager, Key2 Homes, LLC

PARCEL 3

Deslyn O'Dell, Manager, Key2 Homes, LLC

PARCEL 4

Deslyn O'Dell, Manager, Key2 Homes, LLC

PARCEL 5

Deslyn O'Dell, Manager, Key2 Homes, LLC

State of Idaho } ss
County of Ada }

On this _____ day of April, 2020, before me, _____, a Notary Public in and for said state, personally appeared Deslyn O'Dell known or identified to me to be the Managing Member in the Limited Liability Company known as Key2 Homes, LLC, who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

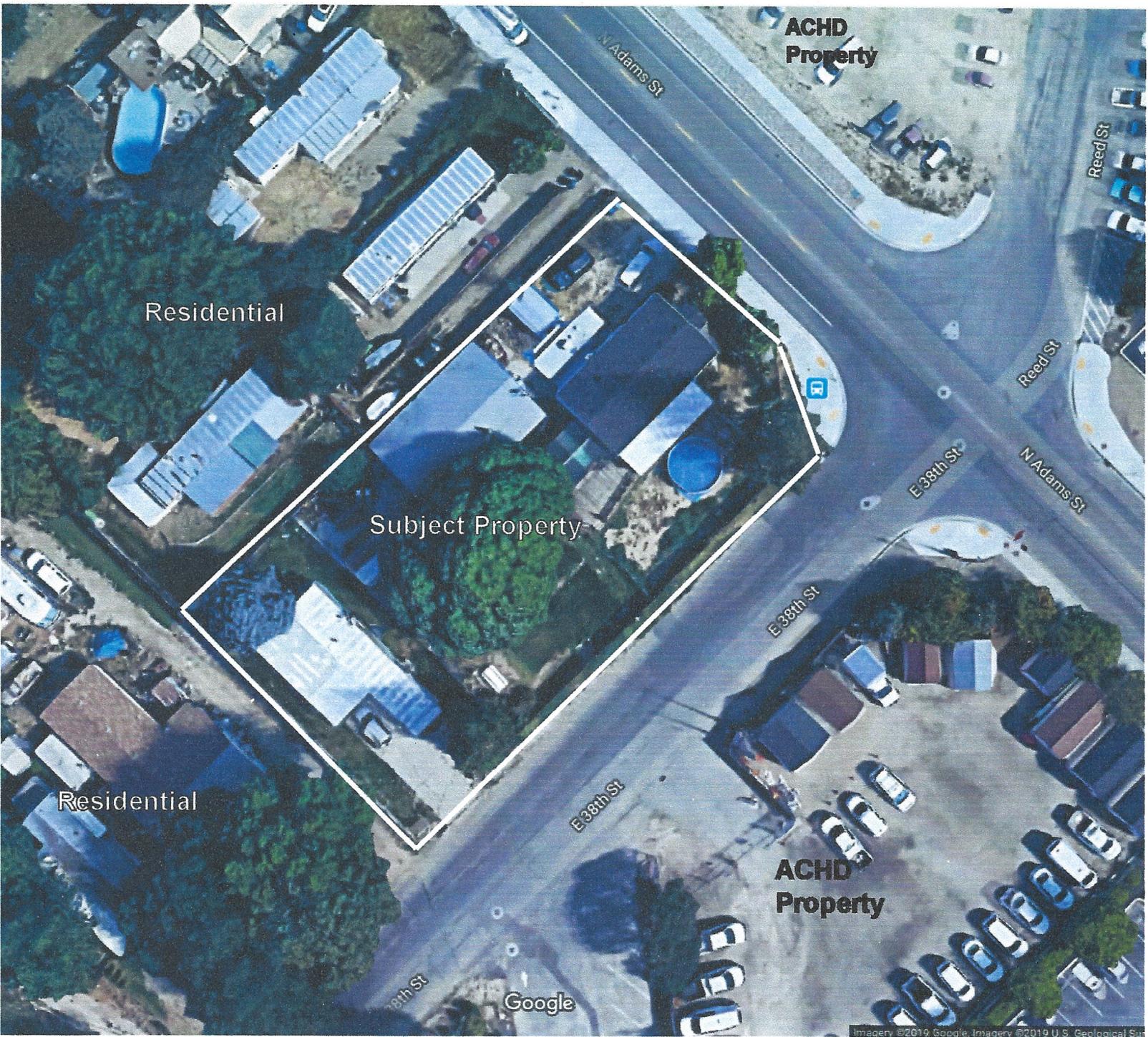
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho _____

Residing at: _____

Commission Expires: _____

After recording please return to: Key2 Homes, LLC
3313 W. Cherry Lane, Suite 436, Meridian, ID 83642



**ACHD
Property**

Residential

Subject Property

Residential

**ACHD
Property**

Google

Imagery ©2019 Google, Imagery ©2019 U.S. Geological Sur

NOTE: The County Records and/or the City Engineer's Office show the address to be:

3801 North Adams Street, Garden City, ID 83714

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

EXHIBIT A

The Southeasterly 100 feet of Lots 16 and 17 in Block 8 of Fairview Acres Subdivision No. 1, according to the plat thereof, filed in Book 10 of Plats at page(s) 532, records of Ada County, Idaho, said Plat amended in Book 11 of Plats at Page 617, records of Ada County, Idaho.

EXCEPTING THEREFROM that portion conveyed to Ada County Highway District by Warranty Deed recorded June 12, 2014 as Instrument No. 114045943 and more particularly described as follows:

A 3.50 feet wide parcel of land adjoining the northeasterly boundary of Lot 17 in Block 8 of Fairview Acres No. 1 Subdivision filed in Book 10 of Plats at Page 532 in the records of Ada County and lying in the northeast quarter (NE 1/4) of Section 5, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and also being a portion of that parcel as described in a Deed of Trust filed as Instrument Number 108123469 in the records of Ada County, more particularly described as follows:

Commencing at a 5/8" rebar marking the intersection of Adams Street and 40th Street from which a brass cap marking the intersection of Adams Street and 38th Street bears S 45°17'56" E, 1299.99 feet (formerly S 45°44' E), thence S 45°17'56" E, 1175.02 feet along the centerline of Adams Street to a point; thence S 44°16'00" W, 25.00 feet to the northerly corner of said parcel and the southerly right-of-way of Adams Street and the POINT OF BEGINNING.

Thence S 45°17'56" E, 99.97 feet (formerly S 45°44' E) along the northeasterly boundary to the east corner of said Lot 17 and westerly right-of-way of E. 38th Street

Thence S 44°16'00" W, 25.88 feet along the southeasterly boundary of said parcel and said right-of-way to a point;

Thence N 6°13'17" W, 35.50 feet to a point;

Thence N 45°17'56" W, 72.58 feet parallel with and measuring 3.50 feet from the northeasterly boundary of said parcel to the northwesterly boundary of said parcel;

Thence N 44°16'00" E, 3.50 feet along the northwesterly boundary of said parcel to the Point of Beginning.



775 S. Rivershore Ln., Ste. 120
Eagle, ID 83616

August 9, 2019

Key2Homes, LLC, an Idaho limited liability company
3313 W. Cherry Lane, Suite 436
Meridian, ID 83642

File No. 681582
Property Address: 3801 North Adams Street, Garden City, ID 83714

The closing of your purchase of the above-noted property has now been completed. Enclosed for your records is the final Title Policy. Your original recorded deed has been mailed under separate cover.

We appreciate having had this opportunity to be of service to you. If you have any questions please contact the Title Officer listed below.

Sincerely,

Paula Paulson, Title Officer
Ph: (208)373-3676
Email: ppaulson@pioneertitleco.com

Enclosures

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011400-2463563e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

For Reference:



File #: 681582

Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



Owner's Policy

Policy Issuing Agent For:
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

File No.: 681582

Policy No.: 5011400-2463563e

Date of Policy: May 31, 2019 at 10:36AM

Amount of Insurance: \$205,000.00

Address Reference: 3801 North Adams Street, Garden
City, ID 83714

Premium: \$1,012.00

Endorsement Premium: \$0.00

Schedule A

1. Name of Insured:

Key2Homes, LLC, an Idaho limited liability company

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

Key2Homes, LLC, an Idaho limited liability company

4. The land referred to in the Policy is described as follows:

See Exhibit A attached hereto and made a part hereof.

Schedule B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. 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.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (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.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions:

1. General taxes for the year 2019, which are liens and are not yet due and payable.
Parcel Nos.: 06 R2734502637
06 MBUDD691213
2. Sewer charges and special assessments, if any, for the City of Garden City.
Fax: (208) 472-2996
3. Liens and assessments of the following district and the rights and powers thereof as provided by law.
District: Fairview Acres Water Users Association
Ph: (208) 631-2017
4. Covenants, conditions, restrictions and easements as set forth on the face of the plat.
Name of Plat: Fairview Acres Subdivision No 1 and Amended Fairview Acres Subdivision No. 1

Owner's Policy

Policy No.: 5011400-2463563e

File No.: 681582

5. Reservations contained in an instrument
Document: Corporate Warranty Deed
Dated: October 19, 1960
Executed by: Home Finance Co Inc.
Recorded: October 21, 1960
Instrument No.: 489444

6. Ordinance No. 953-12 by City of Garden City upon the terms and provisions set forth therein.
Dated: October 22, 2012
Recorded: November 15, 2012
Instrument No.: 112119831

7. Ordinance No. 954-12 by City of Garden City upon the terms and provisions set forth therein.
Dated: October 22, 2012
Recorded: November 15, 2012
Instrument No.: 112119832

8. Ordinance No. 959-13 by City of Garden City upon the terms and provisions set forth therein.
Dated: August 12, 2013
Recorded: September 11, 2013
Instrument No.: 113103338

9. Statement of intent to Declare Manufactured Home as Real Property
Recorded: October 6, 2004
Instrument No.: 104128286

10. The Land described in this report or policy shall not be deemed to include any house trailer, mobile home or mobile dwelling on the subject property.

11. A Deed of Trust to secure an indebtedness \$210,000.00 as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
Dated: May 30, 2019
Grantor: Key2Homes, LLC
Trustee: Pioneer Title Company of Ada County
Beneficiary: Lori Clement
Recorded: May 31, 2019
Instrument No.: 2019-046145

END OF EXCEPTIONS

EXHIBIT A

The Southeasterly 100 feet of Lots 16 and 17 in Block 8 of Fairview Acres Subdivision No. 1, according to the plat thereof, filed in Book 10 of Plats at page(s) 532, records of Ada County, Idaho, said Plat amended in Book 11 of Plats at Page 617, records of Ada County, Idaho.

EXCEPTING THEREFROM that portion conveyed to Ada County Highway District by Warranty Deed recorded June 12, 2014 as Instrument No. 114045943 and more particularly described as follows:

A 3.50 feet wide parcel of land adjoining the northeasterly boundary of Lot 17 in Block 8 of Fairview Acres No. 1 Subdivision filed in Book 10 of Plats at Page 532 in the records of Ada County and lying in the northeast quarter (NE 1/4) of Section 5, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and also being a portion of that parcel as described in a Deed of Trust filed as Instrument Number 108123469 in the records of Ada County, more particularly described as follows:

Commencing at a 5/8" rebar marking the intersection of Adams Street and 40th Street from which a brass cap marking the intersection of Adams Street and 38th Street bears S 45°17'56" E, 1299.99 feet (formerly S 45°44' E), thence S 45°17'56" E, 1175.02 feet along the centerline of Adams Street to a point; thence S 44°16'00" W, 25.00 feet to the northerly corner of said parcel and the southerly right-of-way of Adams Street and the POINT OF BEGINNING.

Thence S 45°17'56" E, 99.97 feet (formerly S 45°44' E) along the northeasterly boundary to the east corner of said Lot 17 and westerly right-of-way of E. 38th Street

Thence S 44°16'00" W, 25.88 feet along the southeasterly boundary of said parcel and said right-of-way to a point;

Thence N 6°13'17" W, 35.50 feet to a point;

Thence N 45°17'56" W, 72.58 feet parallel with and measuring 3.50 feet from the northeasterly boundary of said parcel to the northwesterly boundary of said parcel;

Thence N 44°16'00" E, 3.50 feet along the northwesterly boundary of said parcel to the Point of Beginning.

September 23, 2019

Dear Neighbors,

We are planning to subdivide the properties at 3801 Adams Street and 312 E. 38th Street in Garden City into 6 parcels and construct 2 story single family cottages.

You are invited to a meeting on October 4th at 6:00 PM for a presentation of our plan where you will have an opportunity to ask any questions that you may have.

The meeting will be held in the mobile home trailer, located at 312 E. 38th Street in Garden City.

Sincerely,

A handwritten signature in blue ink that reads "Deslyn O'Dell". The signature is written in a cursive, flowing style.

Deslyn O'Dell

Existing Sidewalk



Existing Bus Stop

3801 N Adams
312 E 38th
Site Plan
1-Inch = 20 Feet

Existing Driveway

Proposed Parcel 6

Proposed Parcel 5

Proposed Parcel 4

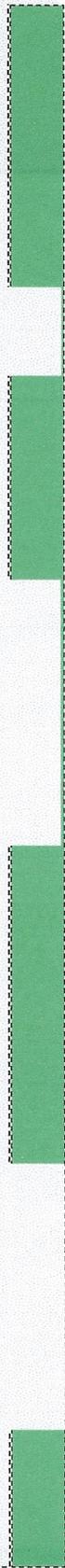
Proposed Parcel 3

Proposed Parcel 2

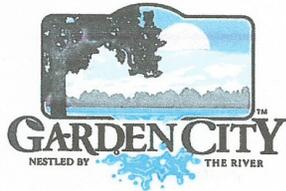
Proposed Parcel 1

200'

100'



PARCEL	PRIMOWNER	ADDCONCAT	STATCONCAT
R3459000021	ADA COUNTY HIGHWAY DISTRICT	3775 N ADAMS ST	GARDEN CITY, ID 83714-6447
R2734502610	ANDERSON STEPHEN J	310 E 38TH ST	GARDEN CITY, ID 83714-0000
MBUDD701202	ARRIAGA RIVERA MARIA DE J	309 E 39TH ST SPC 4	GARDEN CITY, ID 83714-0000
R2734502627	BOBP MARY ELLEN & WILLIAM DAVID REVOCABLE TRUST 2-18	24891 SEA AIRE	DANA POINT, CA 92629-0000
MSEQU732301	BROWNING JAMILLA	301 E 38TH ST SPC 1	BOISE, ID 83714-0000
MCHAM771405	DOTY MARK	309 E 39TH ST SPC 7	GARDEN CITY, ID 83714-0000
R2734502631	ERICKSON PATRICIA	324 DOOLEY LN	NAMPA, ID 83686-0000
MSKYL731405	EVANS LAURA	309 E 39TH ST SPC 10	GARDEN CITY, ID 83714-0000
MBROA851404	GOODMAN EVA MARIE CASTLE	12426 W EDNA DR	BOISE, ID 83713-1951
MGUER911409	GRAMS JON R	3821 REED ST	BOISE, ID 83714-6457
R2734502590	HERNANDEZ FABIE	304 E 38TH ST	GARDEN CITY, ID 83714-0000
R2734502575	HERNANDEZ RICHARD J	300 E 38TH ST	GARDEN CITY, ID 83714-0000
R2734502585	HERNANDEZ WENDY	2339 W CHERRY LN	BOISE, ID 83705-0000
R2734520441	HOFFER RANDY	PO BOX 97	EAGLE, ID 83616-0000
MPARW701202	HOLLADAY DUANE EARL	1010 N 31ST ST	BOISE, ID 83702-0000
R2734502623	HUNTER LINDA	PO BOX 834	CASCADE, ID 83611-0000
MMEDF781401	LASHER DEVELOPMENT LLC	309 E 39TH ST SPC 5	GARDEN CITY, ID 83714-0000
MTAHO961401	LEMBKE MIKE ALLEN	3825 REED ST	BOISE, ID 83714-0000
MBUDD661003	LIVERMORE ERIN DEE	309 E 39TH ST SPC 6	GARDEN CITY, ID 83714-0000
R2734502668	MAPLE WOODLAWN LLC	2640 E BARNETT RD # 141	MEDFORD, OR 97504-0000
R2734502644	MEDINA VINCE	1185 W OSPREY RIDGE DR	EAGLE, ID 83616-0000
R2734502617	MILANEZ JAVIER	3845 N ADAMS ST	GARDEN CITY, ID 83714-0000
R2734520043	PAINTER KATHLEEN R	3878 N ADAMS ST	GARDEN CITY, ID 83714-0000
MFLEE711402	RAYNOR RUSSELL WARREN	309 E 39TH ST SPC 8	GARDEN CITY, ID 83714-0000
MSUNN781401	TAYSOM DAVID CHRISTOPHER	309 E 39TH ST SPC 11	GARDEN CITY, ID 83714-0000
R2734502642	THOMAS STEPHEN EDWARD	978 S ISLAND GLENN WAY	EAGLE, ID 83618-0000
MCANY841409	WAITE TIMOTHY JOSEPH	918 W CRATER LAKE CT	MERIDIAN, ID 83646-4972
MTAMA691249	WESTON GEORGE NOBLE	3807 N ADAMS ST	GARDEN CITY, ID 83714-0000



CITY OF GARDEN CITY

6015 Glenwood Street • Garden City, Idaho 83714
Phone 208/472-2900 • Fax 208/472-2996

15 November 2019

Building Department
City of Garden City
6015 North Glenwood Street
Garden City, Idaho 83714

Subject: **38th and Adams**
312 East 38th & 3801 North Adams Street
Parcel Number R2734502637
Water and Sanitary Sewer Ability to Serve
ATSFY2020-02 / FF2020-05

I am a consultant (employed by B & A Engineers, Inc.) appointed by the city council as the engineer for the city of Garden City. The referenced project is eligible to receive water and sewer service from the city of Garden City from existing infrastructure.

The city water system in the area provided a minimum fire flow of 2,000 gallons per minute with a residual pressure of 20 pounds per square inch for two hours based upon a letter dated 4 November 2019 (fire hydrant 2090) from the Garden City Public Works Water Division. Said system is capable of providing adequate fire protection capacity to serve a proposed facility if the North Ada County Fire and Rescue District determines that the project does not require more fire protection water than what is available from the city system. Should the District require more fire protection water than the current system is capable of providing, the owner of the project may be required to modify and propose construction to comply with the District's flow requirements and/or upgrade the city's water system. The District may also require additional fire hydrants.

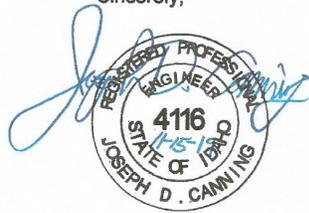
If any new water mainline extensions or water service connections are proposed, they must be coordinated, reviewed and approved by the city prior to installation. Design and installation is the responsibility of the applicant.

The existing city sanitary sewer system is capable of serving the property if flows are reasonable in volume. If new sewer mainline extensions, service connections or change of connection to the sewer system is necessary, the applicant must

verify location and available grade to the city sewer system. Any new sewer connections, changes to connections and discharges to Garden City sewer lines to serve the facility must be coordinated with Garden City Public Works. Design and installation is the responsibility of the applicant.

Special uses on the site may require pretreatment of wastewater based upon review of use by Garden City Environmental.

Sincerely,



J. D. Canning, PE/PLS
B & A Engineers, Inc.
Garden City Engineer

ec. Mr. Colin Schmidt
Public Works Director
City of Garden City

Mr. Chad Vaughn
Garden City Water Manager
City of Garden City

Mr. Troy Vaughn
Garden City Collections/Construction Manager
City of Garden City

NOTE: The County Records and/or the City Engineer's Office show the address to be:

3801 North Adams Street, Garden City, ID 83714

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

EXHIBIT A

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December 27, 2020

Garden City Planning and Development
6015 Glenwood Street
Garden City, ID 83714

RE: Riverbend Row Subdivision Application

The following is the request for waiver:

1. Lighting Plan, we have no plans for additional lighting beyond normal house lighting.
2. Grading Plan, we will provide appropriate grading plan as required.
3. Soils Report, we will provide appropriate soils report if required.
4. Hydrology Report, we will provide appropriate Hydrology Report if required.
5. Natural Hazards and Resources Analysis, we are not aware of any hazards or resources that would apply.
6. Covenants and Deed Restrictions, we do not have any common space so we are not planning on having Covenants or deed restrictions.
7. Affidavit of Posting and Photos, we have no hearing date at this time but once a time is established, we will post required signs and documentation.
8. Locations, elevations, and materials of proposed signage or Master Sign Plan, no such signage is proposed.

Robert O'Dell
Key 2 Homes, LLC
3313 W. Cherry Lane Suite 436
Meridian, ID 83642
208-941-7606