

## ZONING MAP AMENDMENT (REZONE) APPLICATION

Permit info: ZONFY2020-08  
 Application Date: 07/10/2020 Rec'd by: ES  
 FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921  
 ▪ [www.gardencityidaho.org](http://www.gardencityidaho.org) ▪ [planning@gardencityidaho.org](mailto:planning@gardencityidaho.org)

APPLICANT	PROPERTY OWNER
<b>Name:</b> Robert O'Dell	<b>Name:</b> Deslyn O'Dell
<b>Company:</b> Key2 Homes, LLC	<b>Company:</b> Key2 Homes, LLC
<b>Address:</b> 3313 W Cherry Lane Suite 436	<b>Address:</b> 3313 W Cherry Lane Suite 436
<b>City:</b> Meridian	<b>City:</b> Meridian
<b>State:</b> ID <b>Zip:</b> 83642	<b>State:</b> ID <b>Zip:</b> 83642
<b>Tel.:</b> 208-941-7606	<b>Tel.:</b> 208-941-7606
<b>E-mail:</b> Rob.k2h@gmail.com	<b>E-mail:</b> Rob.k2h@gmail.com

### PROPERTY INFORMATION

<b>Site Address:</b> 3801 N Adams St, Garden City, ID 83714		
<b>Subdivision Name:</b> Fairview Acres Sub No 1	<b>Lot:</b> POR Lots 16 & 17	<b>Block:</b> 8
<b>Tax Parcel Number:</b> R2734502637	<b>Zoning:</b> R-3	<b>Total Acres:</b> 0.445
<b>Proposed Use:</b> R-3	<b>Floodplain:</b> <b>yes</b> <b>no</b>	
<b>Existing Zoning:</b> R-3	<b>Proposed Zoning:</b> C-2	
<b>Existing use:</b> Residential Manufactured Homes	<b>Proposed use:</b> Single Family - live/work residential homes	
<b>Surrounding Zoning:</b> R-3 & C-2	<b>Surrounding Uses:</b> Residential, open lots, and ACHD commercial	

**Is the property proposed to be annexed into Garden City?**

YES

NO

**How does the proposed zoning map amendment comply with the applicable provisions of the Comprehensive Plan?** We are requesting a re-zone to ensure every goal of the comprehensive plan is achieved in quality and great detail.

**How does the proposed zoning map amendment comply with the regulations outlined for the proposed zoning district?** The future land use designation labels this location as mixed use Commercial. Our re-zone request brings this parcel into alignment with the future land use.

How does the proposed zoning map amendment affect the public health, safety, and welfare of the community? The requested re-zone allows us to create a project more urban in character, beautify the neighborhood and promote public transportation.

Does a zoning map amendment result in an impact upon the delivery of services including, but not limited to, school districts, utilities, fire safety, school districts, etc?

YES

NO

I consent to this application and hereby certify that information contained on this application and in the accompanying materials is correct to the best of my knowledge. I agree to be responsible for all application materials, fees and application correspondence with the City. I will hold harmless and indemnify the City of Garden City from any and all claims and/or causes of action from or an outcome of the issuance of a permit from the City.

[Signature] 6-19-2020 [Signature] 6/19/2020  
Signature of the Applicant (date) Signature of the Owner (date)

**APPLICATION INFORMATION REQUIRED**

**NOTE:**

**AN ELECTRONIC COPY OF THE ENTIRE APPLICATION SUBMITTAL REQUIRED**

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

**ONE (1) HARD COPY OF EACH CHECKLIST ITEM REQUIRED:**

- Compliance Statement and Statement of Intent
- Preliminary Title Report
- Neighborhood Map
- Master Plan
- Site Plan
- Topographic Survey
- Natural Hazard and Resources Analysis
- Dedications and Easements
- Affidavit of Legal Interest
- Waiver Request of Application Materials

## **PLEASE CHECK THE FOLLOWING:**

### **INFORMATION REQUIRED ON COMPLIANCE STATEMENT AND STATEMENT OF INTENT:**

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

- 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 REQUIRED ON NEIGHBORHOOD MAP:**

- 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 MASTER PLAN:**

- The master plan is a plan that includes narrative information and illustrations about the proposal
- The required narrative information shall be as follows:
  - a. Description of the vision for the Master Plan area, including design guidelines, land uses and phasing of development
  - b. A range of square footage, density, site coverage, and locational distribution of land uses;
  - c. Description of a circulation plan for autos, bicycles, transit, and pedestrians within the site and to other off site systems including the Boise River Greenbelt and other waterways
  - d. Description of the amenities within the site including both natural and manmade
  - e. Description of the general mass, scale, and character of the buildings
  - f. Summary of general public facility requirements to serve the development; and
  - g. Proposal for incorporation of existing structures in future development plans
- The required illustrative plans shall be as follows:
  - a. A map showing property dimensions and legal description
  - b. A map showing existing and proposed building footprints
  - c. A map showing the circulation system including streets, alleys, parking, pedestrian walkways and linkages both within and outside the district.
  - d. A diagram showing development parcels, maximum unit densities, site ingress and egress, and relationship of development to public amenities, public facilities, and/or open site areas
- A section showing the relationship of the buildings, public spaces and the street edge to adjacent properties

**INFORMATION REQUIRED ON SITE PLAN:**

- 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.
- For uses other than a drive-through, 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 FOR TOPOGRAPHIC SURVEY:**

- 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 FOR NATURAL HAZARD AND RESOURCES ANALYSIS:**

- 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: Detailed 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:**

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

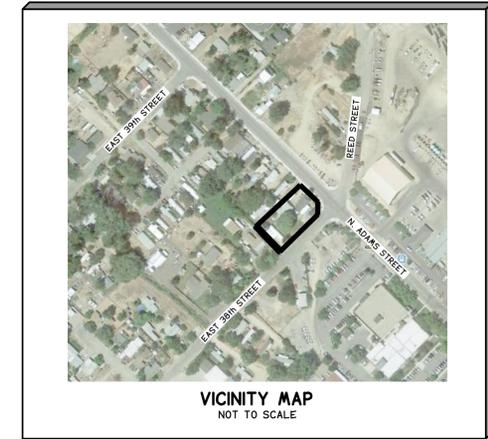
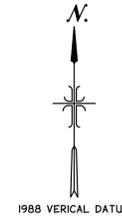
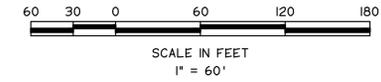
**INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS:**

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

TOPOGRAPHIC SURVEY  
KEY 2 HOMES, LLC

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



ACREAGE: 0.444 ACRES

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 16001C0188 H)

**CERTIFICATE OF SURVEYOR**  
I, PATRICK A. TEALEY, PLS NO. 4347, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS AND SURVEYS AND THE CORNER PERPETUATION AND FILING ACT.



**TEALEY'S LAND SURVEYING**  
12594 W. EXPLORER DRIVE, SUITE 150  
208-385-0636  
www.tealeys.com  
BOISE, ID. 83713

DATE: DECEMBER, 2019  
PROJECT NO.: 4558

**TOPOGRAPHIC SURVEY FOR  
KEY 2 HOMES, LLC**

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: jtc  
CHECK: jtc  
SCALE: 1" = 20'

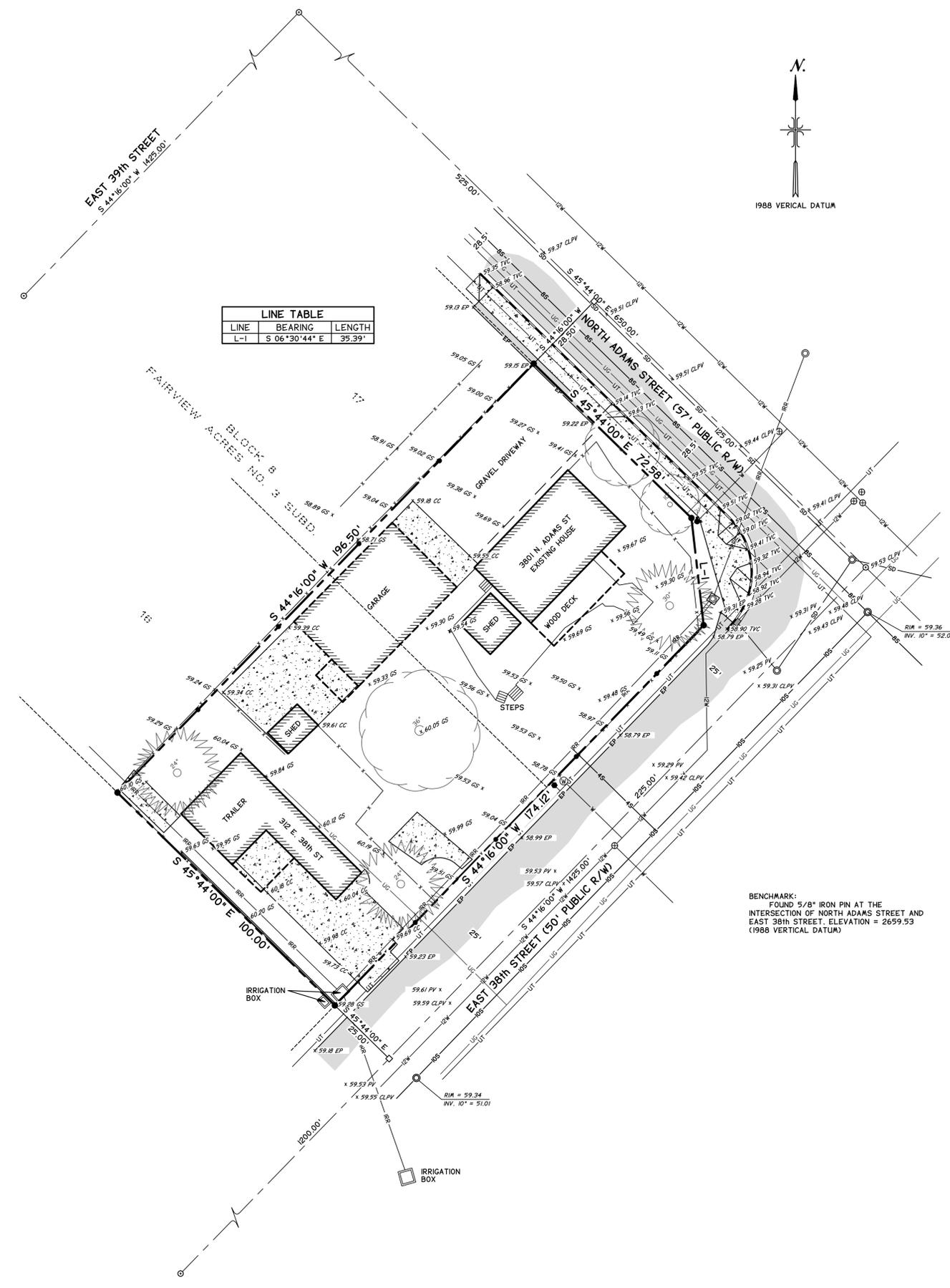
DWG\4558-TOP

**LEGEND**

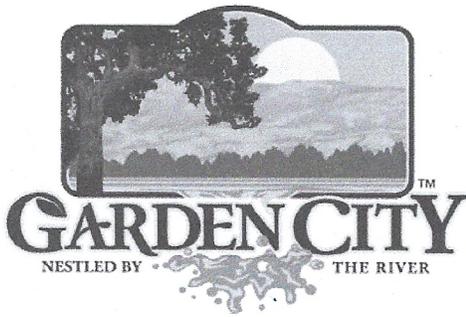
- BOUNDARY LINE
- CENTER LINE
- x- EXISTING FENCE LINE
- SANITARY SEWER LINE w/SIZE
- WATER LINE w/SIZE
- STORM DRAIN
- EP EDGE OF PAVEMENT
- UG UNDERGROUND GAS LINE
- UT UNDERGROUND TELEPHONE LINE
- IRRIGATION LINE
- VERTICAL CURB & GUTTER
- EXISTING BUILDING
- ASPHALTIC PAVEMENT
- CONCRETE
- FOUND 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
- ⊕ EXISTING ELEVATION (GROUND SHOT)
- CC TOP OF CONCRETE
- EP EDGE OF ASPHALTIC PAVEMENT
- TPV TOP OF ASPHALTIC PAVEMENT
- CLPV CENTERLINE OF ASPHALTIC PAVEMENT
- TVC TOP OF VERTICAL CURB
- DECIDUOUS TREE
- EVERGREEN TREE

**LINE TABLE**

LINE	BEARING	LENGTH
L-1	S 06°30'44" E	35.39'



**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.



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



ACHD Property

Residential

Subject Property

ACHD Property

Residential

ACHD Property

Ada County  
Highway District

Google

ESP Printing  
& Direct Mail

Stear Au

Date: June 25, 2020

RE: Neighborhood Meeting Notice for Project in your Neighborhood

To whom it may concern,

You are invited to a neighborhood meeting to discuss a project we are proposing near your property. The purpose of the meeting is to discuss the project, answer any questions, and listen to your feedback and suggestions.

**Meeting Date:** Wednesday, July 8, 2020

**Meeting Time:** 6:30 PM

**Meeting Location:** Urban Land Development Office, 215 E. 34<sup>th</sup> Street, Garden City, ID

**Project Summary:** We are proposing a re-zone of the parcel at the corner of Adams & 38<sup>th</sup> Streets for a future project that aligns with the City's goal of improving the city image by removing a mobile home and replacing the existing structures with an infill development of quality design and architecturally interesting buildings inspired by the City's urban setting.

If you would like to contact us ahead of the meeting, please feel free to reach us at **rob.k2h@gmail.com**. We look forward to hearing from you.

Thank you,

Robert & Deslyn O'Dell



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



Date: June 18, 2020

**Parcel: R2734502637**

Site Address: 3801 N Adams Street, Garden City

Current Zoning: R-3

Requested Re-Zone: C-2

Garden City Planning and Development

6015 Glenwood Street

Garden City, Idaho, 83714

## **RE-ZONE – COMPLIANCE STATEMENT & STATEMENT OF INTENT**

We are requesting a re-zone to ensure every goal of the Comprehensive Plan is achieved in quality and in great detail. The existing neighborhood is a mix of single-family and multi-family residential with industrial/commercial directly across Adams and 30<sup>th</sup> Streets. Our intent is to align with the City's goals of improving the city image and eliminating/upgrading substandard housing by removing a mobile home and manufactured home on foundation and replacing them with an infill development project of quality design, architecturally interesting buildings and higher density inspired by the City's urban setting.

In addition, the requested re-zone will allow us to create and design a project that is more urban in character with 40-60% lot coverage, aggregated open spaces that will beautify the neighborhood, street, sidewalks and gateways with landscaping, trees and public art, as well as integrate the bus stop along the Adams Street transit route to promote public transportation.

The future land use designation labels this location and the area south of Adams Street as Mixed Use Commercial. Our goal is to create a project that sets a high standard and provides a template for future projects in the same designation. Further expansion of similar product created on 36<sup>th</sup> Street would allow us to continue the quality product of live work units to our neighborhood "38<sup>th</sup> Street." We envision a mixed use commercial designation as "blending two products seamlessly and accomplishing every goal of the Comprehensive Plan."



**KEY2 HOMES, LLC**

3313 W. Cherry Lane, Suite 436, Meridian, ID 83642 Phone: 208-254-0505

[www.Key2HomesLLC.com](http://www.Key2HomesLLC.com)



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Garden City Planning and Development  
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**RE: REZONE APPLICATION – WAIVER REQUEST**

The following is the request for waiver:

1. Master Plan: we are currently in the process of developing the project plan and are requesting the re-zone to complete the design of the project to achieve the goals of the Comprehensive Plan before preparing the Master Plan for our subsequent application.
2. Site Plan: we are currently in the process of developing the project plan and are requesting the re-zone to complete the design of the project to achieve the goals of the Comprehensive Plan before preparing the Site Plan for our subsequent application.
3. Natural Hazards and Resources Analysis: at this time, we are not aware of any hazards or resources that apply.
4. Dedications and Easements: we are currently in the process of developing the project plan and are requesting the re-zone to complete the design of the project to achieve the goals of the Comprehensive Plan before preparing any Dedications or Easements that will be required for our subsequent application.

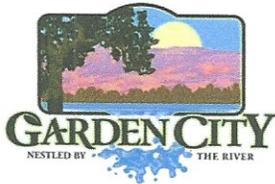
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Signature of the Applicant (date) Signature of the Owner (date)

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  - a. Description of the vision for the Master Plan area, including design guidelines, land uses and phasing of development
  - b. A range of square footage, density, site coverage, and locational distribution of land uses;
  - c. Description of a circulation plan for autos, bicycles, transit, and pedestrians within the site and to other off site systems including the Boise River Greenbelt and other waterways
  - d. Description of the amenities within the site including both natural and manmade
  - e. Description of the general mass, scale, and character of the buildings
  - f. Summary of general public facility requirements to serve the development; and
  - g. Proposal for incorporation of existing structures in future development plans
- The required illustrative plans shall be as follows:
  - a. A map showing property dimensions and legal description
  - b. A map showing existing and proposed building footprints
  - c. A map showing the circulation system including streets, alleys, parking, pedestrian walkways and linkages both within and outside the district.
  - d. A diagram showing development parcels, maximum unit densities, site ingress and egress, and relationship of development to public amenities, public facilities, and/or open site areas
- A section showing the relationship of the buildings, public spaces and the street edge to adjacent properties

**INFORMATION REQUIRED ON SITE PLAN:**

- 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.
- For uses other than a drive-through, 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 FOR TOPOGRAPHIC SURVEY:**

- 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 FOR NATURAL HAZARD AND RESOURCES ANALYSIS:**

- 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: Detailed 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:**

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

**INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS:**

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



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

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

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.