

RENNISON

D E S I G N

December 12, 2024

Delivered via Email

Garden City

**Attn: Jenah Thornborrow, Director, and Hanna Veal, Associate Planner
Development Services Dept.**

6015 Glenwood Street

Garden City, ID 83714

hveal@gardencityidaho.org

**Re: Boise Bible College, Inc. – Garden City, Idaho
City of Garden City Case Number MLDFY2024-0001
Response to Planning Office Report #1 for the Minor Land Division Application**

Dear Hanna,

In response to your plan review report dated 9/5/2024, please find the following resubmittal documents related to Minor Land Division at Boise Bible College for City review and approval.

- Updated “Minor Land Division Record of Survey” dated 11/4/2024, as Exhibit A

The *italicized text* shown below are the plan review comments. Our responses follow each comment in **blue text**.

Code and Policy Review – Garden City Title 8 Applicable Code Sections

1. 8-1B-2 Nonconforming Structures

The trailer adjacent to Building D encroaches upon the side setback of Parcels 1 & 3, this is not code compliant. Will the trailer be removed?

- a. The Storage Shed structure between Parcel 1 & 3 is crossing proposed property boundary lines. This is not code compliant. Removal or relocation of shed will be required prior to signature of the record of survey. What is the plan with this storage shed?*

Shed will be relocated prior to signature of the record of survey.

2. 8-2B-3 Form Standards

The required setbacks are:

Front: 5'/20'

Interior Side: 0'/5'

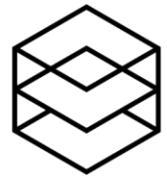
Rear: 15'

Street side: 5'

The allowable maximum height is: n/a The minimum lot size is: n/a

There are encroachments. See GCC 8-1B-2 analysis.

Shed will be relocated prior to signature of the record of survey.



3. 8-4A-8 Utilities

Refer to City Engineer's comments.

1. **How are the parcels accessed?** A reciprocal maintenance and use agreement (RMUA) allows access to all parcels. Please refer to Exhibit B.
2. N/A - Resolved
3. **US West Communications easement information?** US West Communication line was surveyed and the easement was added to the record of survey.
4. N/A - Addressed
5. **Create buildable parcels with access to services:** A reciprocal maintenance and use agreement (RMUA), allows access to utilities for all parcels, refer to Exhibit B. Sewer and water services exist within the buildable parcels. The sewer capacity issue has been addressed through a sewer license agreement currently in process with Garden City.
6. N/A - Addressed
7. **Irrigation service:** A reciprocal maintenance and use agreement (RMUA) allows irrigation service to all parcels. Please refer to Exhibit B.

4. 8-4E-3 Public Street Connections

Each new parcel within the development shall have access to a public street. The response letter indicates cross access easements will be created. Please provide copies of the proposed easements for review. Please note the city would not sign or finally approve the Record of Survey until the agreements are in place or ready to be in place. Parcel C (3) and D (4) are land locked without access to Marigold.

A reciprocal maintenance and use agreement (RMUA) was created allowing access to the public street, refer to Exhibit B.

5. 8-4E-4 Internal Circulation Standards

The application proposes utilizing the existing roads. These roads are shown on the ROS submitted, however, the width of the roadways are not shown. Please show compliance with Garden City Code 8-4E-4. Driveways, aisles, and turnaround areas, when required for fire and refuse access, shall be a minimum width of 20'.

Please refer to the updated Record of Survey - Exhibit A

6. 8-4E-5 Private Street Standards

Are there private streets on site? Google Maps shows the site as having N. Pintail Way on site, however submitted plans do not show identification.

No private streets. No private streets observed on the Ada County Assessor's Map, title report or previous surveys.

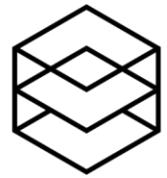
7. 8-4E-7 Pedestrian and Bicycle Accessibility Standards

A pathway system shall extend through the development site and connect the street sidewalk to all primary building entrances. The site plans do not show a pedestrian pathway system linking the primary entrance of each building to an internal system that connects to the public sidewalk.

Existing paved surfaces connect Marigold St. to each existing building.

8. 8-4I-4 Perimeter Landscaping Provisions

A minimum of five percent (5%) of the gross site area shall be landscaped areas, excluding areas for setback or perimeter landscaping.



a. **Required landscaping: 35,676sqft; Provided: 496,538sqft**

A minimum of one tree per one thousand (1,000) square feet of landscaped area and one shrub per one hundred fifty (150) square feet of landscaped area shall be planted.

b. **Trees required: 36; Trees provided: ~126**

c. **Shrubs required: 238; Shrubs provided: unknown. Please clarify. This will be addressed as part of the future improvement application for the apartments**

A minimum of one class III or class II tree shall be planted in the frontage and every adjacent streetside. An additional tree shall be planted in the corresponding setback for every increment of fifty feet (50') of linear feet of frontage.

a. **Marigold Street Trees Required (732.92LF): 16 Trees provided: 13 (Deficient 3) This will be addressed as part of the future improvement application for the apartments**

New plans shall be submitted showing the required improvements and installation of such improvements will be required prior to the city signing the survey. Or a restricted build agreement between the owner and the city may be recorded and noted on the survey.

9. 8-4I-5 Perimeter Landscaping Provisions

Perimeter landscaping is required along the common property line between an adjacent nonresidential use and a residential use. Perimeter landscaping is required along the eastern and western property boundary lines.

- a. **Landscape plans appear to show some areas containing perimeter landscaping along the western property boundary line. More information is required.**
- b. **There is no perimeter landscaping along the eastern property boundary line. However, Parcels 2, 3, & 4 consist primarily of landscaping due to the nature of the use (sports fields) and thus meet the intent of perimeter landscaping by creating a visual barrier and buffer between the residential neighborhood and the school.**
- c. **Perimeter landscaping will be required along the eastern property boundary line if multi-family dwelling units are developed on Parcels 2, 3, & 4.**
- d. **Perimeter landscaping area shall be at least ten feet (10') wide measured from the property line to the interior of the lot and contain at least one tree shall be planted for every fifteen (15) linear feet of perimeter length (or as appropriate to the selected species) to quickly establish continuous canopy coverage. If the eastern property boundary line does not currently meet this requirement, new plans shall be submitted showing the required improvements and installation of such improvements will be required prior to the city signing the survey. Or a restricted build agreement between the owner and the city may be recorded and noted on the survey.**

This will be addressed as part of the future improvement application for the apartments

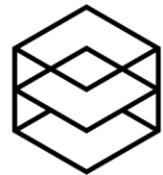
Code and Policy Review – Other Items Reviewed

10. Garden City Transportation Needs List

Multiuse Path Waterways

Goal: Create multiuse paths along irrigation ditches and drainage ditches in Garden City, specifically Settlers and Thurman Mill.

- a. **The Garden City Comprehensive Plan and the Original Old Town Network Plan speak of creating public pathways along canals and waterways. Additionally, COMPASS and other city municipalities in Ada County are starting to create this connection by providing public access easements along these waterways. To create the future connection along the Thurman Mill Canal, staff has conditioned that a public access easement is granted and shown on the survey. As the pathway will be a multi-model pathway system, the condition states "A minimum 16-foot-wide public access**



easement shall be granted along the southern property boundary line for the future pedestrian pathway along Thurman Mill Canal. The easement shall be wide enough to allow for a minimum 12-foot-wide pedestrian pathway with at least 2-foot clearance zones on each side. The easement shall be wide enough to allow for maintenance vehicles.”

An easement deed was created. Please refer to Exhibit C.

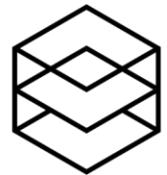
Required Findings, Conclusions of Law and Decision

- 11. 5. Existing buildings to remain shall meet all applicable requirements established in this title.**
 - a. A setback that was legally nonconforming prior to the minor land division may remain as a legal nonconforming setback provided the legal nonconforming setback is not altered by the minor land division.**
 - b. Any building not meeting the required setback shall be either remodeled to meet the setback, demolished, or moved prior to the approval of the minor land division.**
 - c. If parking is provided by means of a permanent shared parking agreement, a note on the face of the survey must list the total required and provided parking for all parcels to which the shared parking agreement applies. Parcel 1 existing parking facilities will serve existing Parcel 1 buildings only. For the development of Parcels 2 and 3 the parking will be addressed as part of the future application.**
 - d. When utilities cross land being divided a utility easement shall be provided and indicated on the record of survey. If an easement is located in a proposed permanent structure construction area, the easement shall be vacated prior to the planning official approval of the minor land division.**
There are no proposed permanent structures with this application. Future proposed structures and utility modifications will be reviewed and approved by the City. Developer will work with City to modify or grant new easements as necessary.
 - e. If the street(s) adjacent to the parcel(s) have not been improved with a sidewalk, or all adopted street improvements, they must be installed.** Marigold Street has existing sidewalks. No new streets are proposed.

For Final City Approval

- 1. Address all City Engineer comments.**
See previous. Will comply.
- 2. The existing power transformer or utility box adjacent to W. Marigold visible from the public right-of-way shall be screened from view either via a privacy fence meeting GCC 8-4A standards, or via screening landscaping.**
 - a. If screening landscaping is provided, then it shall consist of both evergreen and deciduous plantings.**
 - b. If the utility box is an Idaho Power facility, then the screening landscaping shall meet Idaho Power's screening requirements.**

Will provide code compliant landscaping as part of future improvement application.
- 3. The landscaping shall be in conformance with this approval as reviewed and approved or otherwise conditioned.**
 - a. If any trees are to be removed from the site, a tree mitigation plan must be submitted in compliance with GCC 8-4I-7 Tree Preservation provisions.**



- i. Any trees removed prior to the certified arborist's report being submitted will be considered to have been healthy, and thus, mitigation will be required.*
- b. A minimum of one class II or class III tree shall be planted in the frontage of every adjacent streetside. An additional tree shall be planted in the corresponding setback for every increment of fifty feet (50') of linear feet of frontage.*
 - i. The frontage of W. Marigold Street shall have a total of 16 class II or III trees.*
- c. Perimeter landscaping shall be installed along the western property boundary line.*
 - i. The perimeter landscaping area(s) shall be at least ten feet (10') wide measured from the property line to the interior of the lot and contain at least one tree shall be planted for every fifteen (15) linear feet of perimeter length (or as appropriate to the selected species) to quickly establish continuous canopy coverage.*

Will comply as part of future application

- 4. A pathway system shall extend through the development site and connect the street sidewalk to all primary building entrances.*
 - a. A pathway shall be a minimum width of four feet (4').*
 - b. Pedestrian amenities shall be provided along sidewalks and pathways to support defensible space, crime prevention, pedestrian comfort and accessibility.*

Will comply as part of future application.

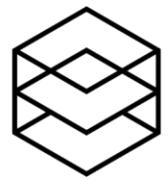
- 5. A minimum 16-foot-wide public access easement shall be granted along the southern property boundary line for a future pedestrian pathway along the Thurman Mill Canal.*
 - a. The easement shall be wide enough to allow for a minimum 12-foot-wide pedestrian pathway with at least 2-foot clearance zones on each side.*
 - b. The easement shall be wide enough to allow for maintenance vehicles.*

Will comply. See previous note. An easement deed was created. Please refer to Exhibit C.

For Final City Approval

- 1. Please provide a copy of the recorded survey to city staff.*
Will comply.
- 2. The owner must execute deeds that define the parcels per the survey and return a recorded copy of the deeds to the city staff.*
Will comply.
- 3. Obtain tax parcel numbers for the new parcels and submit evidence of such to city staff.*
Will comply.

Thank you for your assistance with this project. Please contact me with any questions.



Sincerely,

Rennison Design



Zachary Turner
Development Manager

Cc: Joe Canning, PE/PLS, Centurion Engineers

Attachments:

- Exhibit A – Updated Record of Survey
- Exhibit B – Reciprocal Maintenance and Use Agreement
- Exhibit C – Pathway Easement

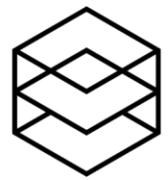


EXHIBIT A – Updated Record of Survey

Minor Land Division Record of Survey for

Boise Bible College Inc.

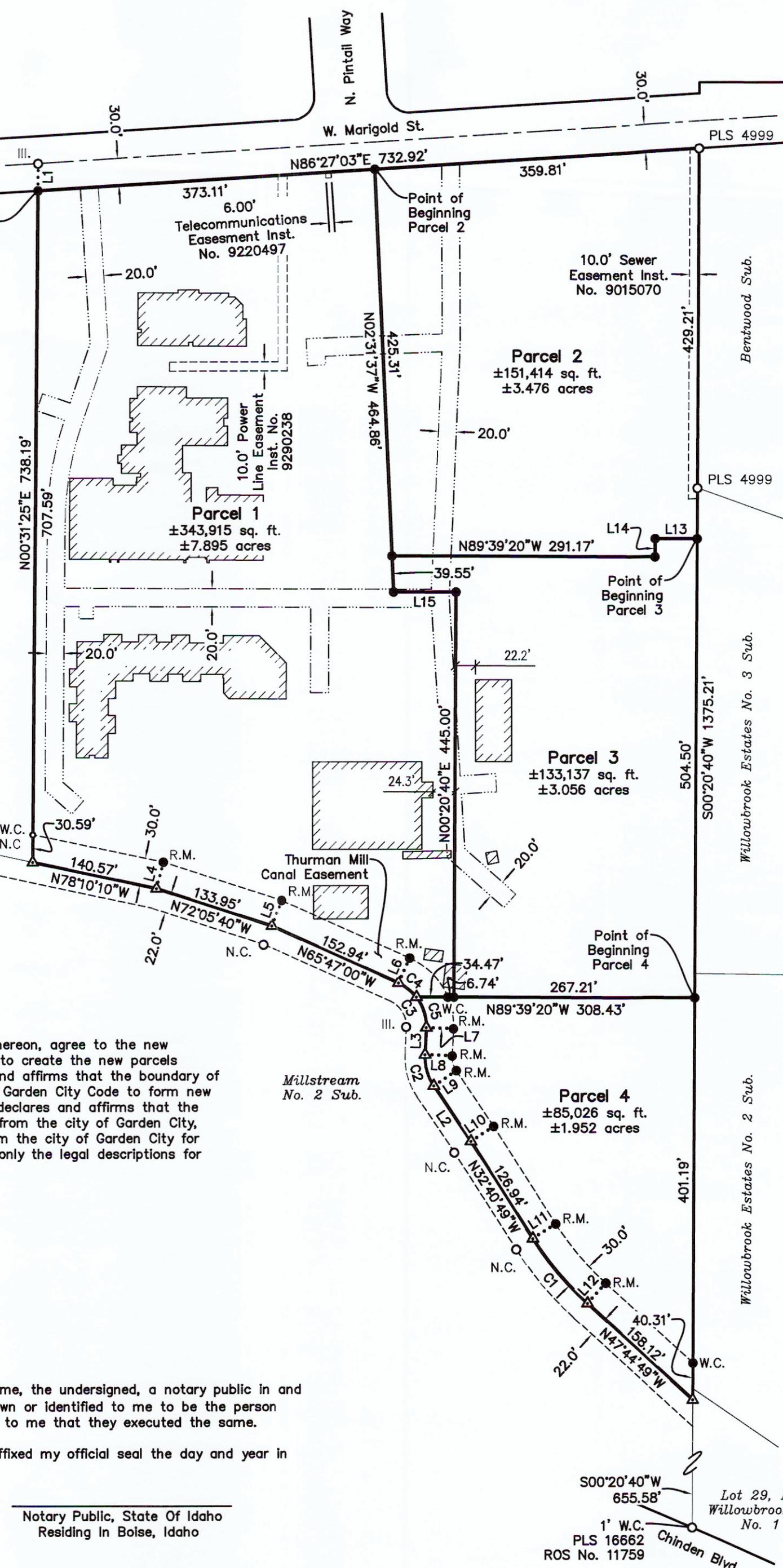
ROS No. _____



S.23 S.24
S.26 S.25
CP&F No. 98115289
104.52' R.M.
1344.23'

Situated in the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho.

2024



Legend

Property Boundary Line	○	Found 1/2" Iron Pin, as Noted
Right-of-Way Line	○	Found 5/8" Iron Pin, as Noted
Adjacent Subdivision Boundary Line	◎	Found Aluminum Cap Monument
..... Tie Line	●	Set 5/8" x 24" Iron Pin with Plastic Cap, "ISG PLS 11779"
— Centerline	△	Calculated Point, Nothing Found or Set
— Easement Line, as Noted	III.	Illegible Cap
— Sanitary Sewer and Water Main Easement- Inst. No. 106146814	N.C.	No Cap
Existing Building	W.C.	Witness Corner
	R.M.	Reference Monument

Notes:

1. This property is currently zoned R-3.
2. The recording of this Record of Survey does not enable the owners of the parcels to convey ownership based solely on this map. A written conveyance must accompany such a change in ownership.
3. Idaho Survey Group, LLC assumes no liability for present or future compliance or non-compliance with the Garden City planning and zoning ordinance restrictions as it pertains to building permits and the issuance thereof.

Reference Documents:

Deed Inst. No.: 180271, 811280, 7923556 and 9208601.
ROS No.: A007, A015, 302, 3895, 1866, 2416, 11759
Subdivisions: Strawberry Glenn (Bk. 6, Pg. 255); Marigold Park Sub. (Bk. 44, Pg. 3573-3574); Millstream No. 2 Sub. (Bk. 44, Pg. 3532-3533); R E No. 1 Sub. (Bk. 57, Pg. 5369-5370); Willowbrook Estates No. 1 Sub. (Bk. 53, Pg. 4620-4621); Willowbrook Estates No. 2 Sub. (Bk. 57-Pg. 5404-5405); R E No. 3 Sub. (Bk. 58, Pg. 5471-5472); Willowbrook Estates No. 3 Sub. (Bk. 59, Pg. 5730-5732); Bentwood Sub. (Bk. 91, Pg. 10803-10804).

Surveyor's Narrative:

The purpose of this survey is to perform a minor land division on the parcel of land conveyed by a Warranty Deed recorded as instrument No. 7923556, records of Ada County, Idaho. The monuments found on the adjacent subdivision boundary lines as shown hereon are in substantial agreement and were held as controlling corners for this survey. The West 1/4 corner established using the ties as shown on CP&F No. 109012230.

Certificate of Garden City Development Services

This signature certifies the minor land division has been reviewed and approved by the city. The parcels created through minor land division application _____ are recognized as legal lots of record by the city.

Garden City Development Services Date

Certificate of City Engineer

I do hereby certify that I am the acting City Engineer in and for the city of Garden City, Ada County, Idaho, and that this minor land division is in accordance with the provisions of Section 8-5c-1, City of Garden City Code.

Acting Garden City Engineer Date



Line Table

Line	Bearing	Length
L1	S00°31'25"W	30.08'
L2	N33°51'25"W	73.66'
L3	N02°35'20"E	29.70'
L4	N14°52'05"E	30.04'
L5	N21°03'40"E	30.05'
L6	N24°13'00"E	30.00'
L7	S87°24'40"E	30.00'
L8	S87°24'40"E	30.00'
L9	N56°08'35"E	30.00'
L10	N56°43'53"E	30.00'
L11	N57°19'11"E	30.00'
L12	N42°15'11"E	30.00'
L13	N89°39'20"W	46.50'
L14	S00°20'40"W	20.00'
L15	N89°39'20"W	68.48'

Certificate of Owner

The undersigned, as owner of the real property shown hereon, agree to the new property lines of the original parcel shown hereon, and to create the new parcels shown hereon. Additionally, the owner hereby declares and affirms that the boundary of the original parcel has been altered in accordance with Garden City Code to form new buildable parcels as shown hereon. The owner further declares and affirms that the original parcel is no longer eligible for building permits from the city of Garden City, and the owner agrees to only seek building permits from the city of Garden City for projects located within the new buildable parcels using only the legal descriptions for the new buildable parcels.

Scott Lerwick, Agent
Boise Bible College Inc.

Acknowledgment

State of Idaho ss.
County of Ada

On this _____ day of _____, 2024, before me, the undersigned, a notary public in and for said state, personally appeared (Owner's Name), known or identified to me to be the person whose name is subscribed within and who acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires

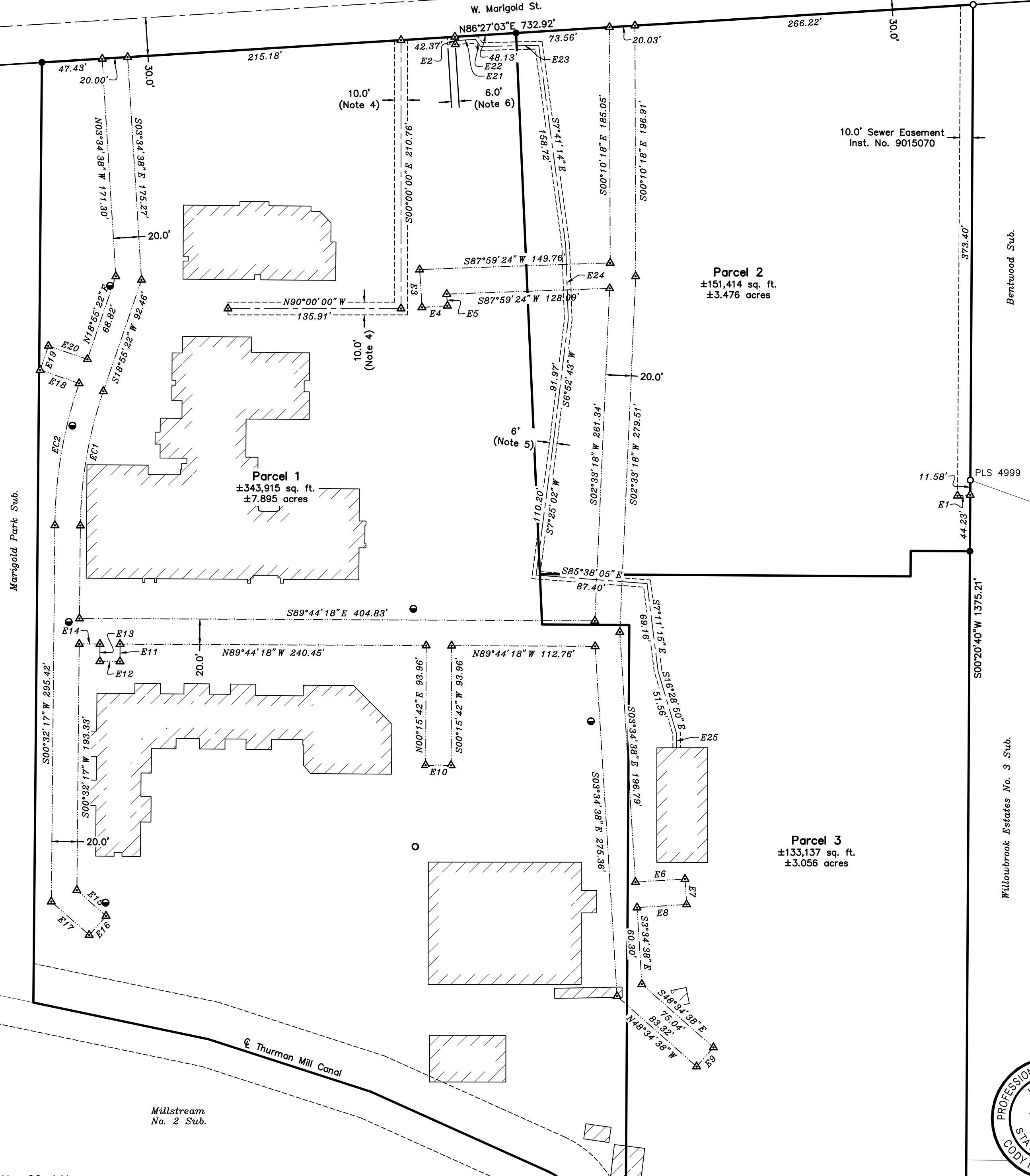
Notary Public, State of Idaho
Residing in Boise, Idaho

Job No. 22-141

P:\8695 Marigold St 22-141\dwg\22-141 ROS.dwg 4/25/2024 11:28:48 AM

Minor Land Division Record of Survey for
Boise Bible College Inc.

Situated in the Southwest 1/4 of the Northwest 1/4
and the Northwest 1/4 of the Southwest 1/4 of
Section 25, Township 4 North, Range 1 East, Boise
Meridian, Garden City, Ada County, Idaho.



Legend

Scale: 1" = 60'

Property Boundary Line

Right-of-Way Line

Adjacent Subdivision Boundary Line

Centerline

Easement Line, as Noted

Sanitary Sewer and Water Main Easement- Inst. No. 106146814

Existing Building

Found 1/2" Iron Pin, as Noted

Set 5/8" x 24" Iron Pin with Plastic Cap, "ISG PLS 11779"

Calculated Point, Nothing Found or Set

Easement Dimension

Scale: 1" = 60'

Easement Line Table		
Line	Bearing	Length
E1	S86°26'55" W	10.02'
E2	N03°32'57" W	6.00'
E3	N03°34'38" W	29.76'
E4	S86°25'22" W	20.00'
E5	S03°34'38" E	9.21'
E6	N86°25'22" E	39.00'
E7	S03°34'38" E	20.00'
E8	S86°25'22" W	39.00'
E9	S41°25'22" W	20.00'
E10	N89°44'18" W	20.00'
E11	S00°15'42" W	13.62'
E12	N89°44'18" W	15.81'
E13	N00°15'42" E	13.62'
E14	N89°44'18" W	16.30'
E15	S48°34'38" E	30.59'
E16	S41°25'22" W	20.00'
E17	N48°34'38" W	39.72'
E18	N71°04'38" W	32.36'
E19	N18°55'22" E	20.00'
E20	S71°04'38" E	32.36'
E21	N86°27'03" E	16.00'
E22	S35°33'04" E	6.93'
E23	N88°43'58" E	45.67'
E24	S01°55'48" E	58.20'
E25	S00°07'40" E	10.88'

Easement Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
EC1	107.49'	335.00'	018°23'05"	S09°43'49"W	107.03'
EC2	113.57'	355.00'	018°19'46"	S09°42'10"W	113.08'

Notes:

1. This property is currently zoned R-3.
2. The recording of this Record of Survey does not enable the owners of the parcels to convey ownership based solely on this map. a written conveyance must accompany such a change in ownership.
3. Idaho Survey Group, LLC assumes no liability for present or future compliance or non-compliance with the Garden City planning and zoning ordinance restrictions as it pertains to building permits and the issuance thereof.
4. Power Line Easement – Instrument No. 9290238. Location depicted hereon per the field located power transformers at the north and west end of the easement and record bearings.
5. Telecommunications Line Easement – Instrument No. 9288785. Location depicted hereon per the field located utility poles and record bearings.

3. Telecommunications Line Equipment

State of Idaho } ss. Instrument No. _____

I hereby certify that this instrument was filed at the request of Idaho Survey Group, LLC.,
at _____ minutes past _____ o'clock ____ M., this _____ day of _____, 20____.

Deputy _____ **Ex-Officio Recorder** _____



Recording Index Number: 414-25-3&4-0-0-00-000

Sheet 2 of 2

IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570
WWW.IDAHOSURVEY.COM

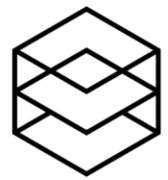


EXHIBIT B – Reciprocal Maintenance and Use Agreement

Recording requested by:

[_____],
an Idaho limited partnership

When recorded mail to:

[_____],
an Idaho Limited Partnership
430 E. State Street, Ste.100
Eagle, ID 83616
Attn: Caleb Roope

Space above this line for recorder's use

RECIPROCAL MAINTENANCE AND USE AGREEMENT

This Reciprocal Maintenance and Use Agreement is entered into as of _____, 2024 by and between Boise Bible College, Inc., an Idaho nonprofit corporation (“Grantor”), [____] Phase 1 LP] (“Phase 1 Owner”) and [____] Phase 2 LP] (“Phase 2 Owner”) (Phase 1 Owner and Phase 2 Owner are singularly referred to as “Grantee”, and collectively as “Grantees”) (Grantor and Grantees are sometimes hereinafter collectively referred to as “Owners” and individually as “Owner”) as follows:

RECITALS:

WHEREAS:

- A. Grantor is the fee simple owner of certain real estate located in Garden City, Ada County, Idaho, the legal description of which is attached hereto as Exhibit A and incorporated herein by reference (“Grantor Property”).
- B. Phase 1 Owner is the fee simple owner of certain real estate located in Garden City, Ada County, Idaho, situated adjacent to Grantor Property, the legal description of which is attached hereto as Exhibit B and incorporated herein by reference (“Phase 1 Property”).
- C. Phase 2 Owner is the fee simple owner of certain real estate located in Garden City, Ada County, Idaho, also situated adjacent to Grantor Property, the legal description of which is attached hereto as Exhibit C and incorporated herein by reference (“Phase 2 Property”) (Grantor Property, Phase 1 Property and Phase 2 Property are sometimes hereinafter collectively referred to as “Parcels” and individually as “Parcel”).
- D. Phase 1 Owner intends to develop the Phase 1 Property with a [____]-unit affordable multifamily residential development and [____] manager’s unit (the “Phase 1 Development”).

- E. Phase 2 Owner intends to develop the Phase 2 Property with a [__]-unit affordable multifamily residential development and [__] manager's unit (the "Phase 2 Development").
- F. The Parcels are intended to be operated with separate ownership as described above but with shared access and the ability to share common amenities and maintenance and operational expenses if applicable as hereinafter described and subject to the conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Recitals. The Owners agree that the Recitals stated above are true and correct and form a material part of this Agreement upon which the Owners have relied. The Recitals set forth above are hereby incorporated as if fully set forth herein.
- 2. Roadway Access Easements. Subject to the terms and conditions of this Agreement, Grantor hereby grants, for the benefit of Phase 1 Owner and Phase 2 Owner, and to be appurtenant to Phase 1 Owner Parcel and Phase 2 Owner Parcel and for the use and benefit of Phase 1 Owner's and Phase 2 Owner's respective tenants, officers, employees, agents, lessees, guests, contractors, subcontractors, licensees and invitees, a perpetual non-exclusive easement for vehicular, multimodal and pedestrian use for ingress and egress to and from the public roadways contiguous to any Parcel on, over, across and upon that portion of the Grantor Parcel on which are located paved roadways, driveways and walkways (the "Roadway Easement") attached hereto and made a part hereof by this reference. No Owner shall enter into any agreement or do or suffer any other act or permit any condition which would unreasonably interfere with the reasonable access to and use of the Roadway Easement. There is no shared parking on the Grantor Parcel, and all parking spaces on the Grantor Parcel are reserved for exclusive use by the Grantor and its tenants, guests, and invitees. In contrast, Phase 1 Property shall provide shared parking available for use by Phase 1 Owner, Phase 2 Owner, and Grantor, as well as their respective tenants, employees, agents, and invitees, subject to mutually agreed-upon terms and conditions. The shared parking on Phase 1 Property shall be managed in a manner that ensures equitable access and reasonable availability for all parties entitled to its use.
- 3. Open Space Easements. Subject to the terms and conditions of this Agreement, Grantor hereby grants, for the benefit of Phase 1 Owner and Phase 2 Owner, and to be appurtenant to Phase 1 Owner Parcel and Phase 2 Owner Parcel and for the use and benefit of Phase 1 Owner's and Phase 2 Owner's respective tenants, officers, employees, agents, lessees, guests, contractors, subcontractors, licensees and invitees, a perpetual non-exclusive easement for the open space, which includes but is not limited to a dog park, playground and BBQ/picnic areas, legally described in

Exhibit D (“Open Space Easement”) attached hereto and made a part hereof by this reference.

4. **Cross Access Easement.** A perpetual, non-exclusive easement for vehicular, multimodal, and pedestrian ingress and egress to and from public roadways contiguous to any Parcel, as well as for utility access, including but not limited to sewer, water, electric, gas, irrigation, and telecom infrastructure. This easement shall apply to, over, across, and upon the portions of the Grantor Parcel designated for such access and use, including paved roadways, driveways, walkways, and any other necessary pathways (the “Cross Access Easement Area”), as described and depicted in Exhibit E attached hereto and incorporated by reference.
 - a. The Cross Access Easement Area shall include subsurface rights for the installation, maintenance, and operation of utility services, as may be required for the benefit of the Owner Parcels. While the actual installation of certain utilities (such as sewer, water, and gas) is not planned at present, this Agreement ensures the right to do so in the future without unreasonable interference.
 - b. The Grantor acknowledges and agrees that pressure irrigation for the Owner Parcels shall be provided through the existing pump station located on the Grantor Parcel. Grantor shall maintain the pump station and associated infrastructure, invoicing the Owner Parcels proportionately for water usage and maintenance costs. Grantor further grants the Owners the right to access and tie into the existing irrigation infrastructure to irrigate their parcels, provided that such access does not unreasonably interfere with the use or operation of the pump station.
 - c. The Grantor Parcel shall include shared parking spaces as necessary to meet applicable code requirements for guest parking. A perpetual, non-exclusive easement is hereby granted for the use of designated shared parking areas by the Owners, their tenants, employees, agents, and invitees, subject to mutually agreed-upon terms and conditions to ensure equitable access and reasonable availability. These shared parking areas shall be managed collaboratively to prevent overuse or unreasonable interference by any party.
5. **Cost, Maintenance and Repair Obligations.** Subject to the terms below regarding the Shared Expenses, the Owner of each Parcel or its designee shall be responsible for operating, maintaining and repairing the landscaping, improvement and roads located on its respective Parcel. Owners shall keep their Parcels well maintained, in good repair and condition and reasonably free of trash and debris.

Notwithstanding the foregoing, each Owner shall pay its proportionate share of the cost of operating, maintaining, restoring and using the Roadway Easement and Open Space Easement, which costs shall include but are not limited to, capital repair and replacements, insurance, maintenance and restoration of the physical

facilities and utility costs and other associated costs (the "Shared Expenses"). Such proportionate share shall be allocated [__% to Grantor and __% to Phase 1 Owner and __% to Phase 2 Owner](the "Prorata Share(s)").

Each Owner may send written notice to the other Owner from time to time requesting that Owner to pay its respective Prorata Share of Shared Expenses, provided that statements therefor shall be sent no more frequently than once each month. Each Owner shall pay, within fifteen (15) days of delivery of any such written notice, its Prorata Share of such Shared Expenses. Such notice shall include an itemized statement, with supporting evidence in the form of invoices, receipts, or other evidence of the nature of the expenses incurred, of all expenses incurred by the Owner seeking payment in operating, maintaining, repairing and/or replacing the Roadway Easement and the Open Space Easement.

In the event that any Owner fails to fulfill its obligations under the terms of this Agreement (a "Non-Performing Owner"), including, without limitation, performance of maintenance and repair of the Roadway Easement and Open Space Easement, then upon ten (10) days' written notice from any Owner of any other Parcel (a "Performing Owner"), such Performing Owner may perform any such obligations of the Non-Performing Owner in accordance with the terms and standards of this Agreement at the sole cost and expense of the Non-Performing Owner. Upon delivery of written notice of the cost and expense of completing such obligations, including an itemized statement thereof with supporting evidence in the form of invoices, receipts, or other evidence of the nature of the expenses incurred, such Non-Performing Owner shall immediately pay to the Performing Owner the full amount of such costs and expenses, together with interest at the rate of 6% per annum.

Notwithstanding anything to the contrary contained herein, nothing contained herein shall obligate any Owner to (1) construct any new improvement on its own Parcel, or (2) construct any new improvement on any other Owner's Parcel (or to directly or indirectly pay to such other Owner any amount on account of any such new improvement on such other Owner's Parcel).

6. **Insurance.** Grantees shall, at such Grantees' sole cost and expense, maintain in full force and effect Commercial general liability insurance written on an occurrence basis, with limits of at least \$1,000,000 per person per accident and at least \$1,000,000 property damage, or Combined Single Limit of at least \$2,000,000 consisting of both bodily injury and property damage coverage with respect to such Grantees' parcel. Notwithstanding the foregoing, the Grantees shall not be required to carry such insurance until any of its development units are placed in service on condition that, throughout construction of any developments, their contractors shall carry comparable liability insurance as well as course of construction insurance.

Grantees shall cause the Owner of the other Parcels to be named as an additional insured under its respective commercial general liability policy.

At least annually and upon renewal, each Owner required to be insured under this paragraph shall furnish each other Owner with valid certificates of insurance for all of such policies showing the carriers, policy numbers, names of additional insureds and expiration dates.

7. Eminent Domain. Nothing herein shall be construed to give either Owner any interest in any award or payment made to the other Owner, as the Owner of its respective Parcel, in connection with any exercise of the power of eminent domain, or transfer in lieu thereof, affecting any portion of a Parcel, even though the affected portion of such Parcel is encumbered by the easement rights herein granted; however, each Owner shall have the right to make a separate claim against any condemning authority for any diminution in value of its Parcel on account of the loss of use of the easement rights herein granted and for the value of any improvements installed by such Owner pursuant to said easement rights which are damaged or destroyed in connection with any exercise of the power of eminent domain or any transfer in lieu thereof. The Owner of a Parcel that is subject to a taking or condemnation shall, to the extent reasonably practicable, subject to the rights of any such Owner's mortgagees under any Mortgages (defined below) encumbering Owner's Parcel, promptly repair, restore, and relocate, if necessary, any easements affected by such taking or condemnation.
8. Attorneys' Fees. In the event any Owner shall be in default under this Agreement, or if any dispute shall arise between the Owners concerning the interpretation of this Agreement, and if an action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that any Owner was in default, or that the court agrees with one Owner's interpretation of the disputed provision of this Agreement, the Owner determined by the court to be in default, or with whose interpretation of this Agreement the court does not agree, shall pay to the other Owner's all reasonable attorneys' fees and litigation expenses incurred or paid by the other Owner's in connection therewith.
9. General Standard of Use and Maintenance. The Owners of each Parcel shall exercise their rights hereunder so as not to materially interfere with the normal use of the other Parcel and the rights of the other Owner, shall not construct or place any obstacle or otherwise interfere in any way with the use of the easements herein granted by any other parties entitled to the use and enjoyment of them as described herein, and shall maintain the Roadway Easement and the Open Space Easement located on its Parcel in a condition and appearance consistent with the integrated operation and appearance of the Parcels. Each of the Owners shall have the right in its sole discretion, to relocate, remove or alter the surface of or any structure or facility located on its Parcel, provided that such relocation, removal or alteration does not materially interfere with the rights granted hereunder to any other Owner.

10. **Covenants Run with the Land.** All of the easements, restrictions and obligations herein shall create servitudes running with the title to the Parcels herein described. The benefits and burdens under this Agreement are not personal but shall run with the title to their respective Parcels and shall be binding upon and shall inure to the benefit of the Owners and their respective successors and assigns as Owners of the Parcels. In the event of sale of any of the Parcels, the purchaser shall be responsible for carrying out the obligations set forth herein and, in the event less than all of one Parcel is sold or transferred, the purchaser's prorata share shall be determined in the same manner set forth above in Section 4. The obligations of purchasers may be undertaken by homeowners' associations to which the purchaser belongs but the purchaser shall remain primarily liable for fulfillment of these obligations.

11. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered via hand delivery, or on the first business day following deposit with a nationally recognized overnight courier service (e.g. FedEx), postage prepaid, in any event addressed appropriately as follows:

With copy to: [_____]

If to Phase 1 Owner: [_____ an Idaho Limited Partnership]
430 E. State Street, Ste.100
Eagle, ID 83616

If to Phase 2 Owner: [_____ an Idaho Limited Partnership]
430 E. State Street, Ste.100
Eagle, ID 83616

Any Party may change its address for purposes of this Section 10 by giving the other Parties written notice of the new address in the manner set forth above.

12. Mortgagee Protection.

(a) Agreement Superior to Mortgage. This Agreement, and the easements, covenants and restrictions contained herein shall at all times be superior to the lien of any deed of trust, mortgage, security agreement or other monetary lien or encumbrance that may exist against the Parcels as of, or any time after, the date of this Agreement (together, a "Mortgage"). Each party, upon the written request of the other party, shall obtain written recordable agreements from its lenders and other holders of such liens, if any, whereby such lienor agrees to subordinate their interests under such

liens to the rights and interests of the parties created by this Agreement. As used herein, the term “Mortgagee” or “mortgagee” shall mean the mortgagee, beneficiary or secured party under any Mortgage.

- (b) Effect of Breach. No breach or violation of any term or provision hereof by any Owner shall defeat, render invalid, extinguish, modify or otherwise affect the lien of any Mortgage now or hereafter encumbering all or any part of such Owner's Parcel (and upon foreclosure of any such Mortgage, the purchaser at such foreclosure sale shall take the Parcel free of any lien or obligation arising with respect to any such breach or default by such Owner).
- (c) Notices. Any default notices provided for in this Agreement shall also be provided to the holder of any Mortgage and such other party or parties related to an Owner which have delivered a copy of a notice to each party requesting a copy of such notices.
- (d) Cure Right. Any mortgagee or limited partner of any Owner shall have the right but not the obligation within thirty (30) days after the receipt of a notice, to cure any default, or if such default (other than the payment of money) cannot be cured within thirty (30) days, to diligently commence curing within such time and complete the cure thereof within a reasonable period thereafter.
- (e) Limitation of Liability. The liability of any Mortgagee for obligations under this Agreement, whether before or after foreclosure, shall be limited solely to its interest in the Development to which it encumbers and the proceeds received upon execution of judgment against such party's interest in such Development, and neither such entity nor any partner, officer, shareholder or member of such entity shall be personally liable for any deficiency in the payment of any judgment. No other property or assets of such entity shall be subject to execution or other enforcement procedure for the satisfaction of a judgment or other judicial process.
- (f) No Amendment Without First Mortgagee Consent. This Agreement shall not be amended without the prior written consent of any first Mortgagee holding a valid first Mortgage with respect to one or more of the Parcels, which consent shall not be unreasonably withheld or delayed.

13. Miscellaneous.

- (a) This Agreement may not be amended or modified orally but may be amended or modified only in writing, signed by all of the parties hereto (or their respective successors or assigns as Owners) and approved in writing by the limited partners of any Owner to the extent applicable (the “Limited Partners”) and each holder of any deed of trust or mortgage on either Parcel.

No waiver of any term or provision of this Agreement shall be effective unless it is in writing, making specific reference to this Agreement and signed by the Parties and the Limited Partners, and any such waiver shall not constitute a waiver of any other or subsequent rights under or violations of this Agreement.

- (b) This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of each of them.
- (c) This Agreement has been executed and delivered in and shall be governed by and construed in accordance with the laws of the State of Idaho.
- (d) If any term or provision of this Agreement shall be held invalid, illegal or unenforceable, in whole or in part, the validity of any and all other terms and provisions of this Agreement shall not in any way be affected thereby.
- (e) The headings contained in this Agreement are for convenience of reference only and are not part of this Agreement and shall not be used in construing it.
- (f) This Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute an original.
- (g) Grantor represents and warrants that it is the owner of Grantor Parcel and has full and complete authority to enter into this Agreement. Grantor further represents and warrants that it has taken all actions necessary as a prerequisite for the execution of this Agreement and that upon the execution of this Agreement, the obligations of Grantor hereunder shall be valid and binding.
- (h) Phase 1 Owner represents and warrants that it is the owner of Phase 1 Owner Parcel and has full and complete authority to enter into this Agreement. Phase 1 Owner further represents and warrants that it has taken all actions necessary as a prerequisite for the execution of this Agreement and that upon the execution of this Agreement, the obligations of Phase 1 Owner hereunder shall be valid and binding.
- (i) Phase 2 Owner represents and warrants that it is the owner of Phase 2 Owner Parcel and has full and complete authority to enter into this Agreement. Phase 2 Owner further represents and warrants that it has taken all actions necessary as a prerequisite for the execution of this Agreement and that upon the execution of this Agreement, the obligations of Phase 2 Owner hereunder shall be valid and binding.

- (h) This Agreement may be enforced in a Idaho court of law or equity in any manner provided by law or in this Agreement, including, without limitation, any action for specific performance or damages, and any failure by any party to enforce any provision of this Agreement shall in no event be deemed a waiver of the right to do so thereafter.
- (i) Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels, it being the intent of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed. No easements, except those expressly set forth herein, shall be implied by this Agreement.
- (j) Nothing contained herein shall be construed to make any Party hereto partners or joint ventures, or to render either of the Parties liable for the debts or obligations of any other Party hereto.
- (k) This Agreement shall be recorded in the County Recorder's Office of the County of Ada, Idaho.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties execute this agreement as of the date first above written.

**BOISE BIBLE COLLEGE, INC.,
an Idaho nonprofit corporation**

By: _____

Name:

Its:

ACKNOWLEDGEMENTS ATTACHED

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

PHASE 1 OWNER/GRANTEE

By: _____
Name:

ACKNOWLEDGEMENTS ATTACHED

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

PHASE 2 OWNER/GRANTEE

By: _____

Name:

ACKNOWLEDGEMENT ATTACHED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTOR PARCEL

A parcel of land in the SW 1/4 of the NW 1/4 of Sec. 25, T. 4 N., R. 1 E., B.M., Ada County, Idaho, and further described as follows: Commencing at the 1/4 corner common to Sec. 25 and 26 of aforementioned Township and Range, and thence S on a section line common to Sec. 25 and 26, a distance of 295.79 ft to a point; thence N. 70° 08'45" W. a distance of 1,339.95 ft to a point; thence N. 18°49'48" E. 1008.79 ft to a point; thence N. 89°51'18" E. a distance of 934.75 ft to a point, said point being on section line common to Sec. 25 and 26; thence N. 85°51'51" E., a distance of 575.21 ft to the Real Point of Beginning; thence continuing N. 85°51'51" E. a distance of 738.46 ft to a point; thence S. 0°01'14" E. to a point on the centerline of Thurman Mill Ditch; thence Northwesterly along the centerline of Thurman Mill Ditch, to a point which is directly S. 0°01'14" E. from the Point of Beginning; thence N. 0°01'14" W. to the Real Point of Beginning. EXCEPT: Thurman Mill Ditch right-of-way.

EXHIBIT 'B'
LEGAL DESCRIPTION OF PHASE I PARCEL

A parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho being more particularly described as follows:

Commencing at the Section corner common to Sections 23, 24, 25 and 26, T.4N., R.1E., B.M., from which the 1/4 corner common to said Sections 25 and 26 bears South 00°31'25" West, 2639.49 feet; thence on the west boundary line of said Section 25, South 00°31'25" West, 1,448.75 feet to the centerline of W. Marigold Street; thence on said centerline, North 86°25'53" East, 575.58 feet; thence leaving said centerline, South 00°31'25" West, 30.08 feet to the southeasterly right-of-way line of W. Marigold Street; thence on said southeasterly right-of-way line, North 86°27'03" East, 373.11 feet to the **POINT OF BEGINNING**;

thence continuing, North 86°27'03" East, 359.81 feet to the Northwest corner of Bentwood Subdivision as filed in Book 91 of Plats at Pages 10803 and 10804, records of Ada County, Idaho;

thence leaving said southeasterly right-of-way line on the west boundary lines of said Bentwood Subdivision and Willowbrook Estates No. 3 Subdivision as filed in Book 59 of Plats at Page 5730 through 5732, records of Ada County, Idaho, South 00°20'40" West, 429.21 feet;

thence leaving said west boundary lines, North 89°39'20" West, 46.50 feet;

thence South 00°20'40" West, 20.00 feet;

thence North 89°39'20" West, 291.17 feet;

thence North 02°31'37" West, 425.31 feet to the **POINT OF BEGINNING**;

Containing 151,414 square feet or 3.476 acres, more or less.

End of Description.

EXHIBIT "C"
LEGAL DESCRIPTION OF PHASE 2 PARCEL

A parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho being more particularly described as follows:

Commencing at the Section corner common to Sections 23, 24, 25 and 26, T.4N., R.1E., B.M., from which the 1/4 corner common to said Sections 25 and 26 bears South 00°31'25" West, 2639.49 feet; thence on the west boundary line of said Section 25, South 00°31'25" West, 1,448.75 feet to the centerline of W. Marigold Street; thence on said centerline, North 86°25'53" East, 575.58 feet; thence leaving said centerline South 00°31'25" West, 30.08 feet to the southeasterly right-of-way line of W. Marigold Street; thence on said southeasterly right-of-way line, North 86°27'03" East, 732.92 feet to the Northwest corner of Bentwood Subdivision as filed in Book 91 of Plats at Pages 10803 and 10804, records of Ada County, Idaho; thence on the west boundary lines of said Bentwood Subdivision and Willowbrook Estates No. 3 Subdivision as filed in Book 59 of Plats at Page 5730 through 5732, records of Ada County, Idaho, South 00°20'40" West, 429.21 feet to the **POINT OF BEGINNING**;

thence continuing on said west boundary lines and on the west boundary line of Willowbrook Estates No. 2 Subdivision as filed in Book 57 of Plats at Page 5404 and 5405, South 00°20'40" West, 504.50 feet;

thence leaving said west boundary lines, North 89°39'20" West, 267.21 feet;

thence North 00°20'40" East, 445.00 feet;

thence North 89°39'20" West, 68.48 feet;

thence North 02°31'37" West, 39.55 feet;

thence South 89°39'20" East, 291.17 feet;

thence North 00°20'40" East, 20.00 feet;

thence South 89°39'20" East, 46.50 feet to the **POINT OF BEGINNING**.

Containing 133,137 square feet or 3.056 acres, more or less.

End of Description.

EXHIBIT "D"
LEGAL DESCRIPTION OF OPEN SPACE EASEMENT

A parcel of land located in the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho being more particularly described as follows:

Commencing at the Section corner common to Sections 23, 24, 25 and 26, T.4N., R.1E., B.M., from which the 1/4 corner common to said Sections 25 and 26 bears South 00°31'25" West, 2639.49 feet; thence on the west boundary line of said Section 25, South 00°31'25" West, 1,448.75 feet to the centerline of W. Marigold Street; thence on said centerline, North 86°25'53" East, 575.58 feet; thence leaving said centerline South 00°31'25" West, 30.08 feet to the southeasterly right-of-way line of W. Marigold Street; thence on said southeasterly right-of-way line, North 86°27'03" East, 732.92 feet to the Northwest corner of Bentwood Subdivision as filed in Book 91 of Plats at Pages 10803 and 10804, records of Ada County, Idaho; thence on the west boundary line of said Bentwood Subdivision and on the west boundary lines Willowbrook Estates No. 2 Subdivision as filed in Book 57 of Plats at Page 5404 and 5405 and Willowbrook Estates No. 3 Subdivision as filed in Book 59 of Plats at Page 5730 through 5732, records of Ada County, Idaho, South 00°20'40" West, 933.71 feet to the **POINT OF BEGINNING**;

thence continuing on the west boundary line of said Willowbrook Estates No. 2 Subdivision and the west boundary line of Willowbrook Estates No. 1 Subdivision as filed in Book 53 of Plats at Page 4620 and 4621, records of Ada County, Idaho, South 00°20'40" West, 441.50 feet to the centerline of the Thurman Mill Canal, said point being coincident with the Northeast corner of the Millstream No. 2 Subdivision as filed in Book 44 of Plats at Page 3532 and 3533, records of Ada County, Idaho;

thence leaving said west boundary lines on the centerline of the Thurman Mill Canal, coincident with the north boundary line of said Millstream No. 2 Subdivision the following seven (7) courses and distances:

North 47°44'49" West, 158.12 feet

93.61 feet along the arc of curve to the right having a radius of 356.00 feet, a central angle of 15°04'00" and a long chord which bears North 40°12'49" West, 93.35 feet;

North 32°40'49" West, 126.94 feet;

North 33°51'25" West, 73.66 feet;

36.26 feet along the arc of curve to the right having a radius of 57.00 feet, a central angle of 36°26'45" and a long chord which bears North 15°38'02" West, 35.65 feet;

North 02°35'20" East, 29.70 feet;

36.09 feet along the arc of curve to the left having a radius of 51.50 feet, a central angle of 40°09'06" and a long chord which bears North 17°29'13" West, 35.36 feet;

thence leaving said centerline, South 89°39'20" East, 308.43 feet to the **POINT OF BEGINNING**.

Containing 85,026 square feet or 1.952 acres, more or less.

End of Description.

EXHIBIT "E"
LEGAL DESCRIPTION OF CROSS ACCESS EASEMENT

A portion of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho being more particularly described as follows:

Commencing at the Section corner common to Sections 23, 24, 25 and 26, T.4N., R.1E., B.M., from which the 1/4 corner common to said Sections 25 and 26 bears South 00°31'25" West, 2639.49 feet; thence on the west boundary line of said Section 25, South 00°31'25" West, 1,448.75 feet to the centerline of W. Marigold Street; thence on said centerline, North 86°25'53" East, 575.58 feet; thence leaving said centerline, South 00°31'25" West, 30.08 feet to the southeasterly right-of-way line of W. Marigold Street; thence on said southeasterly right-of-way line, North 86°27'03" East, 342.61 feet to the **POINT OF BEGINNING**;

thence continuing, North 86°27'03" East, 30.50 feet;

thence leaving said southeasterly right-of-way, South 02°31'37" East, 464.86 feet;

thence South 89°39'20" East, 44.63 feet;

thence South 00°18'48" West, 122.82 feet;

thence South 16°38'33" East, 81.43 feet;

thence South 00°20'40" West, 244.31 feet;

thence North 89°39'20" West, 20.00 feet;

thence North 00°20'40" East, 241.32 feet;

thence North 16°38'33" West, 101.99 feet;

thence North 00°18'48" East, 75.25 feet;

thence North 44°41'12" West, 18.38 feet;

thence North 89°41'12" West, 31.27 feet;

thence North 02°31'37" West, 359.83 feet;

thence North 07°06'03" West, 50.16 feet;

thence North 02°31'37" West, 71.09 feet to the **POINT OF BEGINNING**.

Containing 23,231 square feet or 0.533 acres, more or less.

End of Description.



Basis of Bearings
S00°31'25"W 2639.49'

1190.74'

1/4
S.26 S.25

S.23 S.24
S.26 S.25

1448.75'

Line Table		
Line	Bearing	Length
L1	S00°31'25"W	30.08'
L2	N86°27'03"E	30.50'
L3	S89°39'20"E	44.63'
L4	S00°18'48"W	122.82'
L5	S16°38'33"E	81.43'
L6	N89°39'20"W	20.00'
L7	N16°38'33"W	101.99'
L8	N00°18'48"E	75.25'
L9	N44°41'12"W	18.38'
L10	N89°41'12"W	31.27'
L11	N07°06'03"W	50.16'
L12	N02°31'37"W	71.09'



Millstream
No. 2 Sub.

N
Scale: 1"=150'

0 75 150 300

P:\8695 Marigold St 22-141\dwg\22-141 Exhibit-Cross Access Easement.dwg 11/17/2024 11:18:42 AM

IDAHO
SURVEY
GROUP, LLC

9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit Drawing for
Cross Access Easement
8695 Marigold St.

A portion of the SW1/4 of the NW1/4 of Section 25,
T.4N., R.1E., B.M., Garden City, Ada County, Idaho.

Job No.
22-141

Sheet No.
1

Dwg. Date
11/17/2024

[If there is an existing lender on the Grantor Parcel]

CONSENT OF BENEFICIARY
OF DEED OF TRUST
([Lender])

[Lender], having an address at _____, (“**Beneficiary**”) the current Beneficiary under that certain [Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing] executed by Boise Bible College, Inc., an Idaho nonprofit corporation (“**Owner**”), for the benefit of Beneficiary dated as of _____, and recorded on _____, in the real property records of Ada County, Idaho (the “**Official Records**”), as Document Number _____ (the “**Deed of Trust**”), hereby (x) consents to the execution and acknowledgment by Owner, and recordation in the Official Records, of that Reciprocal Maintenance and Use Agreement by Owner, to which this consent and subordination is attached (the “**Agreement**”), and (y) agrees that the Deed of Trust shall be subject and subordinate to the Agreement.

[BANK]

By: _____

ACKNOWLEDGEMENT ATTACHED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

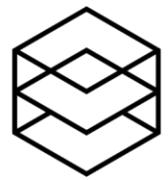


EXHIBIT C – Pathway Easement

Recording Requested by and When
Recorded Return to:

BOISE BIBLE COLLEGE
8695 W Marigold St
Boise, ID 83714

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EASEMENT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **BOISE BIBLE COLLEGE, INC., an Idaho nonprofit corporation** ("Grantor") hereby irrevocably grants to the public a perpetual easement and right of way in, over, through, upon, along, and under that portion of that certain real property described in Exhibit A, attached hereto and incorporated herein for multimodal and pedestrian use for ingress and egress, which offer may be accepted at any time by the City of Garden City ("City") or any other governmental entity which has the power to establish, construct and maintain public roads and sidewalks.

SUBJECT TO all easements, encumbrances, and claims of record.

This grant of easement and right-of-way shall be binding upon the heirs, successors, administrators and assigns of Grantor.

The undersigned represents and warrants that he or she is duly authorized to execute this Easement Deed on behalf of Grantor and that such execution is binding upon Grantor.

[Signature Page and Certificate of Acknowledgement Follows]

GRANTOR:

BOISE BIBLE COLLEGE

By: _____

Name:

Its:

ACKNOWLEDGMENT

State of Idaho

County of _____

On _____ before me, the undersigned, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Idaho that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A TO GRANT DEED

Description of Easement Premises

Exhibit A

EXHIBIT A

Description for
Public Access Easement
November 17, 2024

A portion of the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho being more particularly described as follows:

BEGINNING at the Southeast corner of Marigold Park Subdivision recorded in Book 44 of Plats at Page 3573 and 3574, records of Ada County, Idaho, from which the Northeast corner of said Marigold Park Subdivision bears North 00°31'25" East, 768.26 feet;

thence on east boundary line of said Marigold Park Subdivision, North 00°31'25" East, 30.59 feet to a line parallel with and 30.00 feet northeasterly of the centerline of the Thurman Mill Canal;

thence leaving said east boundary line on said parallel line the following ten (10) courses and distances:

South 78°10'10" East, 148.16 feet;

South 72°05'40" East, 137.19 feet;

South 65°47'00" East, 154.59 feet;

97.26 feet on the arc of curve to the right having a radius of 81.50 feet, a central angle of 68°22'20" and a long chord which bears South 31°35'50" East, 91.59 feet;

South 02°35'20" West, 29.72 feet;

17.17 feet on the arc of a curve to the left having a radius of 27.00 feet, a central angle of 36°26'45", and a long chord which bears South 15°38'03" East, 16.89 feet;

South 33°51'25" East, 73.96 feet;

South 32°40'49" East, 127.25 feet;

85.73 feet on the arc of curve to the left having a radius of 326.00 feet, a central angle of 15°04'00" and a long chord which bears South 40°12'49" East, 85.48 feet;

South 47°44'49" East, 131.19 feet to the west boundary line of Willowbrook Estates No. 2 Subdivision recorded in Book 57 of Plats at Page 5404 and 5405, records of Ada County, Idaho;



thence on the west boundary line of said Willowbrook Estates No. 2 Subdivision and the west boundary line of Willowbrook Estates No. 1 Subdivision as filed in Book 53 of Plats at Page 4620 and 4621, records of Ada County, Idaho, South 00°20'40" West, 40.31 feet to the centerline of the Thurman Mill Canal, said point being coincident with the Northeast corner of the Millstream No. 2 Subdivision as filed in Book 44 of Plats at Page 3532 and 3533, records of Ada County, Idaho;

thence leaving said west boundary lines on the centerline of the Thurman Mill Canal, coincident with the north boundary line of said Millstream No. 2 Subdivision the following ten (10) courses and distances:

North 47°44'49" West, 158.12 feet;

93.61 feet on the arc of curve to the right having a radius of 356.00 feet, a central angle of 15°04'00" and a long chord which bears North 40°12'49" West, 93.35 feet;

North 32°40'49" West, 126.94 feet;

North 33°51'25" West, 73.65 feet;

36.26 feet on the arc of a curve to the right having a radius of 57.00 feet, a central angle of 36°26'45", and a long chord which bears North 15°38'02" West, 35.65 feet;

North 02°35'20" East, 29.72 feet;

61.46 feet on the arc of curve to the left having a radius of 51.50 feet, a central angle of 68°22'20" and a long chord which bears North 31°35'50" West, 57.87 feet;

North 65°47'00" West, 152.94 feet;

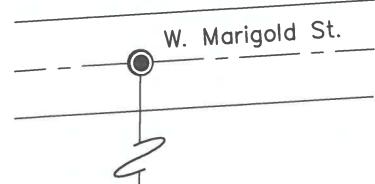
North 72°05'40" West, 133.95 feet;

North 78°10'10" West, 140.57 feet to the **POINT OF BEGINNING**.

Containing 30,142 square feet or 0.692 acres, more or less.

End of Description.





Scale: 1"=120'

0 60 120 240

Marigold Park Sub.

Basis of Bearings
N00°31'25"E 768.26'

Point of Beginning
L1
148.16' S78°10'10"E
N78°10'10"W 140.57'
137.19' S72°05'40"E
N72°05'40"W 133.95'
30.0'

Line Table		
Line	Bearing	Length
L1	N00°31'25"E	30.59'
L2	S02°35'20"W	29.72'
L3	S33°51'25"E	73.96'
L4	S00°20'40"W	40.31'
L5	N33°51'25"W	73.65'
L6	N02°35'20"E	29.72'

Willowbrook Estates No. 3 Sub.

Willowbrook Estates No. 3 Sub.

Thurman Mill Canal
Millstream No. 2 Sub.

C1
C2
C3
C4
C5
C6
30.0'
127.25' S32°40'49"E
N32°40'49"W
126.94'
131.19' S47°44'49"E
N47°44'49"W
158.12' L4
Willowbrook Estates No. 1 Sub.

Curve Table

Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	97.26'	81.50'	68°22'20"	S31°35'50"E	91.59'
C2	17.17'	27.00'	36°26'45"	S15°38'03"E	16.89'
C3	85.73'	326.00'	15°04'00"	S40°12'49"E	85.48'
C4	93.61'	356.00'	15°04'00"	N40°12'49"W	93.35'
C5	36.26'	57.00'	36°26'45"	N15°38'03"W	35.65'
C6	61.46'	51.50'	68°22'20"	N31°35'50"W	57.87'

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IDAHO
SURVEY
GROUP, LLC

9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit Drawing for
Public Access Easement
8695 Marigold St.

A portion of the SW1/4 of the NW1/4 and the NW1/4 of the SW1/4 of
Section 25, T.4N., R.1E., B.M., Garden City, Ada County, Idaho.

Job No.
22-141

Sheet No.
1

Dwg. Date
11/17/2024