

Antioch Apartments

8695 W Marigold Street, Garden City, Idaho

Design Review Drawings for:



△ Description	Date
1 Project name change	02/21/25

Drawing Set Issued for:
DESIGN REVIEW

Project No.	R221201 / 24-123
Issued Date	12 AUG 2024
Drawn by	SM
Sheet Title	

Overall Common /
Open Space

Sheet Number

L1.08

SOUTH BECK &

BAIRD

South Landscape Architecture P.C.

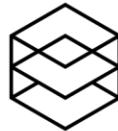
Dba South Beck & Baird Landscape Architecture P.C.

Known as **SB&B**
Call 2 business days
YUAN GAO
YUAN GAO
Excavation
Underground
Mined Materials



2025 E RIVERSIDE DRIVE, SUITE 200
EAGLE, IDAHO 83616

2002 S. Vista Ave
Boise, ID 83705
208.341.2399 Office
info@sbbg.com
www.sbbg.com



RENNISON

D E S I G N

August 11, 2025

Delivered via Email

Garden City
Attn: Jenah Thornborrow, Director
Hanna Veal, Associate Planner
Development Services Dept.
6015 Glenwood Street
Garden City, ID 83714
jthorn@gardencityidaho.org
hveal@gardencityidaho.org
building@gardencityidaho.org

Re: Antioch Apartments – Garden City, Idaho
City of Garden City Case Number DSRFY2025-0008
Response to City Engineer's Review for the Design Review Application

Dear Jenah, Hanna, and Joe Canning,

In response to your plan review dated June 7, 2025, please find the following resubmittal documents related to Minor Land Division at Boise Bible College for City review and approval, as well as the applicants responses.

Attachments:

- Exhibit A.1 – Reciprocal Maintenance and Use Agreement - *draft*
- Exhibit A.2 – Memorandum of Ground Lease
- Exhibit B – Ada County Addresses
- Exhibit C.1 – Fire Department Correspondence
- Exhibit C.2 – Fire Department Plan
- Exhibit D – Sewer Plan-Profile

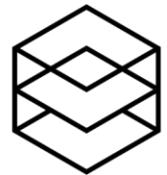
The ***italicized text*** shown below are the plan review comments. Our responses follow each comment in **blue text**.

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

1. Minor Land Division Completion

Please advise on when the Minor Land Division noted above will be completed. The developer intends to complete the Minor Land Division as soon as possible, within the guidelines of the Garden City review and approval process. Developer believes the last piece of information requested by the City was provided to the City on 7/21/25.

Please assure that required minimum setbacks will be met with the proposed project and the property lines projected with the Minor Land Division. Complies.



We presume that due to the possibility and probability of separate parcel ownership created by the Minor Land Division, cross access and use agreements will be necessary between the parcels being created. A Reciprocal Maintenance and Use Agreement has been sent to the City Engineer and Planning & Zoning team previously, as part of the Land Division application, refer to Exhibit A.1. We provided a copy of the recorded Memorandum of Ground Lease to Garden City on 6/5/25, refer to Exhibit A.2 for reference.

2. Street Names

Due to the size of the project and for emergency vehicle unit identification, will the internal drive aisles need to be named? Please verify with Ada County. If names are necessary, please provide an approved Ada County Street Name Committee review. Ada County Street Name reviewed the site and provided addresses for the proposed buildings: 8647 W Marigold St. for the north building and 8687 W Marigold St. for the south building. The off-street parking drive-aisle does not require a street name. Refer to the addressing map provided by Ada County in Exhibit B, provided to the City as part of the original Design Review submittal on 5/7/25, and effective with Ada County on 5/8/2024.

3. Ada County Highway District Approval

An approval from the Ada County Highway District is required. Applicant is working with ACHD for approval.

4. Fire District Approval

Approval of the project by the North Ada County Fire and Rescue District will be required. Should fire flow requirements exceed those available, the land use, improvement of off-site city water lines or other efforts may be necessary to obtain approval of plans. Please refer to Exhibit C.1 Fire Department Review and C.2 Fire Department Access Plan, for the Fire Department review.

5. Gravity Irrigation Facilities

Impact to or relocation of any gravity irrigation/drainage facilities requires the approval of from the irrigation/drainage entity. The entities of interest are the Thurman Mill Ditch Company Ltd and Drainage District No. 2. Based upon the application information, the project will impact existing facilities and are working toward review/approval. Will comply with Thurman Mill Ditch Company Ltd and Drainage District No. 2 requirements.

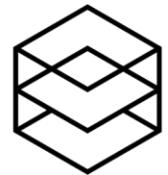
The applicant must review the project and determine if an Army Corps of Engineers 404 permit will be necessary to obtain. No 404 Permit required, based on correspondence with Atlas, Wetlands and Natural Resources Management consultant and US Army Corps of Engineers.

6. Pressure Irrigation

According to information previously provided with the Minor Land Division, the site will utilize and share pressure irrigation use. Confirmed, shared pressure irrigation use via a Reciprocal Maintenance and Use Agreement has been sent to the City Engineer and Planning & Zoning team previously, on 12/12/2024, inclusive of shared pressure irrigation, as part of the Land Division application.

7. Water and Sewer Service

The city has issued a conditional “will serve” letter for water and sewer service for the area included in this project and for the Minor Land Division. Adequate city sanitary sewer service for the site is not available at this time. The sewage monitoring station and the Ruby Sewage Lift Station that serve this site are both at capacity and cannot accept the flows from this project.



The developer has been working to provide an alternative solution to the sewer capacity issue, but a resolution has not occurred at this time. The project cannot be constructed until sewer service is resolved. The developer is working with Garden City Planning & Zoning to execute a Restricted Build Agreement to document the requirements of the sewer issue.

8. Water and Sewer Connections

Should sewer service to the site be resolved per the above comments, water and sewer service must be reviewed and approved by the city's Public Works Department. Will comply.

The applicant is responsible to verify that adequate water system supply is available to provide fire suppression water needs. Will comply.

Please provide a plan-profile of the water and sewer planned for the project for city review and approval. Please see the sewer plan-profile, attached as Exhibit D.

We note permeable pavers are proposed for some of the storm water mitigation. Please note that water line mains under or within 10 feet of permeable pavers need to be ductile iron pipe. Building roof drainage must not discharge to below the surface of the pavers. Understood regarding ductile iron water main; Will Comply. Regarding building roof stormwater discharge, we are planning to discharge all roof surfaces to the shallow "dry creek beds" within the courtyards.

Additionally, the city will not repair the paver section should maintenance, repair or replacement of water and sewer main lines be necessary. And, sanitary sewer service extending from the main line connection to the point of building connection must be private. The developer/owner/applicant must acknowledge their responsibilities to the city regarding this requirement. Acknowledged. Will comply.

Other than permeable pavers, public water lines need to be at least 25 feet from any storm water infiltration facility. Will comply.

Water lines must be looped where possible. Dead-end lines, if unavoidable, must terminate with a blow-off. Will comply.

The minimum mainline running by the fire hydrant connection must be 8-inch pipe. Will comply.

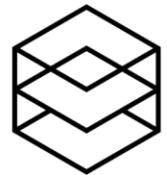
9. Water and Sewer Easements

The city must be the beneficiary of easements to cover all city water and sewer infrastructure including water and sewer lines, manholes, fire hydrants and water meters. Will comply.

10. QLPE Review of Planned Public Water/Sewer Extensions - Will comply with this section.

We expect that any solution to provide sanitary sewer service to this site may include a private sewer lift station and private collection and pressure sewer lines. The city will not own or operate private facilities. Review and approval of these private facilities must be performed by the Idaho Department of Environmental Quality.

Long-term the city is expecting to resolve the sewer capacity issues and be able to provide sanitary sewer service to the site. This will require planning for the future connection of internal sanitary sewer lines to a city collection system. Said planning must provide for a gravity solution for eventual sewer service to the property. Planning must include coordinating with the city for an eventual termination of private gravity collection, pressure lines and any private lift station. Internal gravity sewer collection lines must be accepted by the city at that time. As such,



construction of the lines, even when initially being private, must be constructed to city standards and inspected during construction to assure compliance with city standards.

Coordination, plan review and approval with the city must occur during project design of the sewer system to assure long-term city service may occur.

Will the applicant desire the city to perform a QLPE review of any city water lines in the project? If so, the applicant will be responsible to pay for the review in addition to ordinary plan review. For a QLPE review, the applicant's engineer must provide the applicable completed, sealed, signed and dated DEQ checklists. [Will provide](#).

11. Record Construction Plans

After completion of any city owned, or proposed to be future owned, and operated water and sewer improvements, record drawings showing compliance with approved construction plans and any pre-approved construction period changes must be provided to, reviewed and accepted by the city. [Will comply](#).

12. Erosion and Sediment Control

Prior to performing any new grading on the site, the applicant must prepare and have approved by the city an erosion and sediment control plan. [Will comply](#).

13. Site Grading and Drainage Plan - [Will comply](#) with this section.

A site geotechnical report, storm water design report and a drainage system operation and maintenance manual for handling of storm water prepared by an Idaho licensed design professional that is sealed, dated and signed is required. Compliance with the storm water ordinance and policies of the city will be required. Drainage must be maintained on-site.

The grading plan must assure that proposed elevations match the perimeter ground and storm water capture remains on the site.

The storm water report must address how roof drainage will be managed. The storm water report must include a section on depth to seasonal high groundwater and what its expected elevation is.

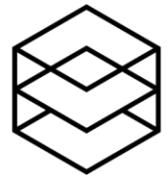
Please be sure to adhere to the run-on ratios referenced in the design manual for permeable pavers. The city will not approve permeable paver systems that exceed the manual recommendations.

Prior to the city issuing a Certificate of Occupancy, the project engineer must submit to the Garden City Environmental Division the following documentation prior to the final inspection for final approval:

- a. *The design engineer's drainage construction observation reports.*
- b. *A signed, written statement from the design engineer that all drainage structures; and appurtenances were constructed in accordance to the approved plan, and that all storm water runoff from all hard surfaces, including roof top structures, will be retained on site up to the levels required in the most current Boise Stormwater Design Manual.*

14. Storm Water Operation and Management Agreement

The landowner must enter into an agreement with the city that will be recorded addressing mandatory maintenance of the site's storm water system. The agreement must be fully executed, have approved plans attached and be recorded by the city with final plan approval. [Will comply](#).



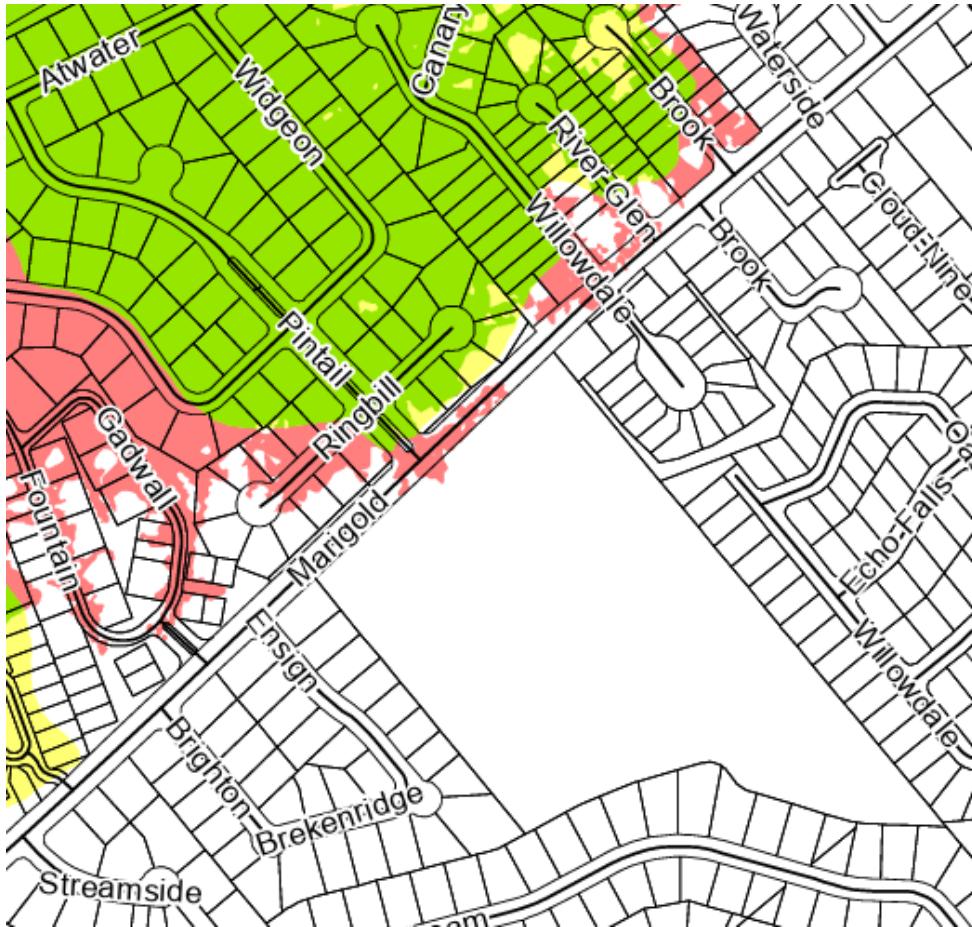
15. Storm Water Operation and Maintenance Manual

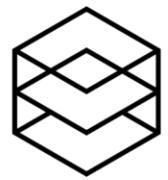
The design professional must provide a storm water operation and maintenance manual that is sealed, signed and dated by the design professional. Said manual must be reviewed and approved by the city. [Will comply.](#)

16. FEMA Flood Maps

The applicant should review the original FEMA work maps (not the current adopted maps) as the city has been placed in seclusion. The current maps (June 2020) do not display the possible future risk of the flooding potential of the Boise River. If the lowest floor building elevation is below the draft map BFE, a Flood Risk Acknowledgement form will be required from the landowner/developer.

The work maps are available on the city's website. They are attached to a city council resolution 1083-20 dated 22 June 2020. There is a small red area shown within the property which indicates a potential floodplain mapping addition across from N Pintail Way, however, this will not impact the existing or proposed buildings.





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

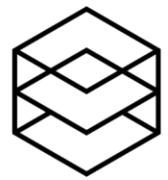


Exhibit A.1 – Reciprocal Maintenance and Use Agreement

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 _____

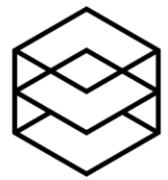


Exhibit A.2 – Memorandum of Ground Lease

Recording Requested By:

Pacific West Communities, INC.
an Idaho corporation

When Recorded Mail to:

Pacific West Communities, INC.
an Idaho corporation
430 E. State Street, STE. 100
Eagle, ID 83616
Attn: Caleb Roope

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

042025MRB01

(Space Above This Line For Recorder's Use)

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMODATION ONLY

Memorandum of Ground Lease

This Memorandum of Ground Lease (this "Memorandum") is made this 6th day of February 2025 by and between Boise Bible College, Inc., an Idaho nonprofit corporation ("Landlord") and Pacific West Communities, Inc., an Idaho corporation ("Tenant").

1. Landlord hereby grants to Tenant a leasehold estate in the real estate legally described on Exhibit A attached hereto ("Property").
2. The specific terms and conditions of Tenant's leasehold estate in and to the Property are set forth in that certain Ground Lease dated January 1, 2023 ("Ground Lease"). All of the covenants, terms, conditions and restrictions of the said Ground Lease are incorporated herein by this reference.
3. The term of the Ground Lease is for a period of 50 years, commencing on January 1, 2023.
4. Commencing on January 5, 2023 and continuing each and every calendar year thereafter for the remainder of the Term, Tenant agrees to pay Landlord annual rent in the amount of \$ [REDACTED].
5. This Memorandum is prepared for the purpose of recording and in no way modifies the express provisions of the Ground Lease.
6. Landlord and Tenant intend that the covenants, terms, conditions, and restrictions described and referred to herein shall be both personal to Landlord and Tenant, and binding on their successors and assigns. Each successive owner of the premises or of any portion thereof, and each person having any interest there derived through an owner thereof, shall be bound by such covenants, terms, conditions, and restrictions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Memorandum has been executed this 6 TH day of
FEBRUARY, 2025.

LANDLORD:

BOISE BIBLE COLLEGE, INC.
an Idaho nonprofit corporation

By: 

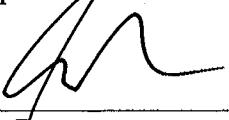
Name: Scott Lerwick
Its: President

By: 

Name: Nick Duffel
Its: Chairman

TENANT:

PACIFIC WEST COMMUNITIES, INC.
an Idaho corporation

By: 

Name: Caleb Roope
Its: President and CEO

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 Idaho

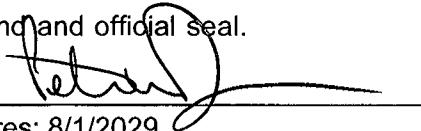
County of Ada

On February 6, 2025 before me, Peter Van Dorne, Notary Public, personally appeared Caleb Roope, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

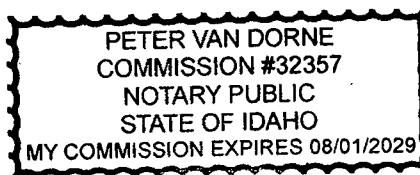
WITNESS my hand and official seal.

Signature



(Seal)

Commission Expires: 8/1/2029



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 IDAHO)
) ss.

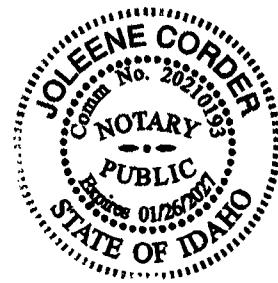
County of Ada)

On February 12, 2025, before me, Joleene Corder, Notary Public, personally appeared Scott Lerwick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify that 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 Joleene Corder
Commission Expires



(Seal)

STATE OF IDAHO)
) ss.

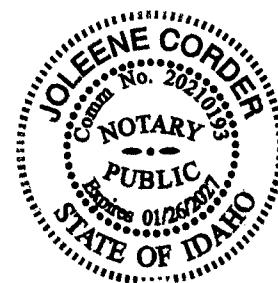
County of Ada)

On February 12, 2025, before me, Joleene Corder, Notary Public, personally appeared Nick Duffel, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

I certify that 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 Joleene Corder
Commission Expires



(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

Description for
Boise Bible College Lease Parcel
February 6, 2023

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 a point marking 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 thence South 00°31'25" West, 2639.49 feet; thence on the west boundary line of said Section 25, South 00°31'25" West, 104.52 feet to an aluminum cap reference monument; thence continuing South 00°31'25" West, 1,344.23 feet to the centerline of W. Marigold Street; thence on said centerline, North 86°25'53" East, 575.58 feet; thence continuing on said centerline, North 86°27'03" East, 371.51 feet; thence leaving said centerline South 02°31'37" East, 30.01 feet to the southeasterly right-of-way line of W. Marigold Street and the **POINT OF BEGINNING**;

thence on said southeasterly right-of-way line, 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 on the west boundary lines of said Bentwood Subdivision, 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 5732 through 5732, records of Ada County, Idaho, South 00°20'40" West, 924.21 feet;

thence leaving said west boundary lines, North 89°41'15" West, 257.33 feet;

thence North 44°41'13" West, 10.00 feet;

thence North 00°18'48" East, 104.17 feet;

thence North 89°41'12" West, 12.14 feet;

thence North 00°05'26" East, 176.10 feet;

thence South 89°41'12" East, 20.76 feet;

thence North 00°18'48" East, 151.00 feet;



thence North 89°38'46" West, 73.08 feet;

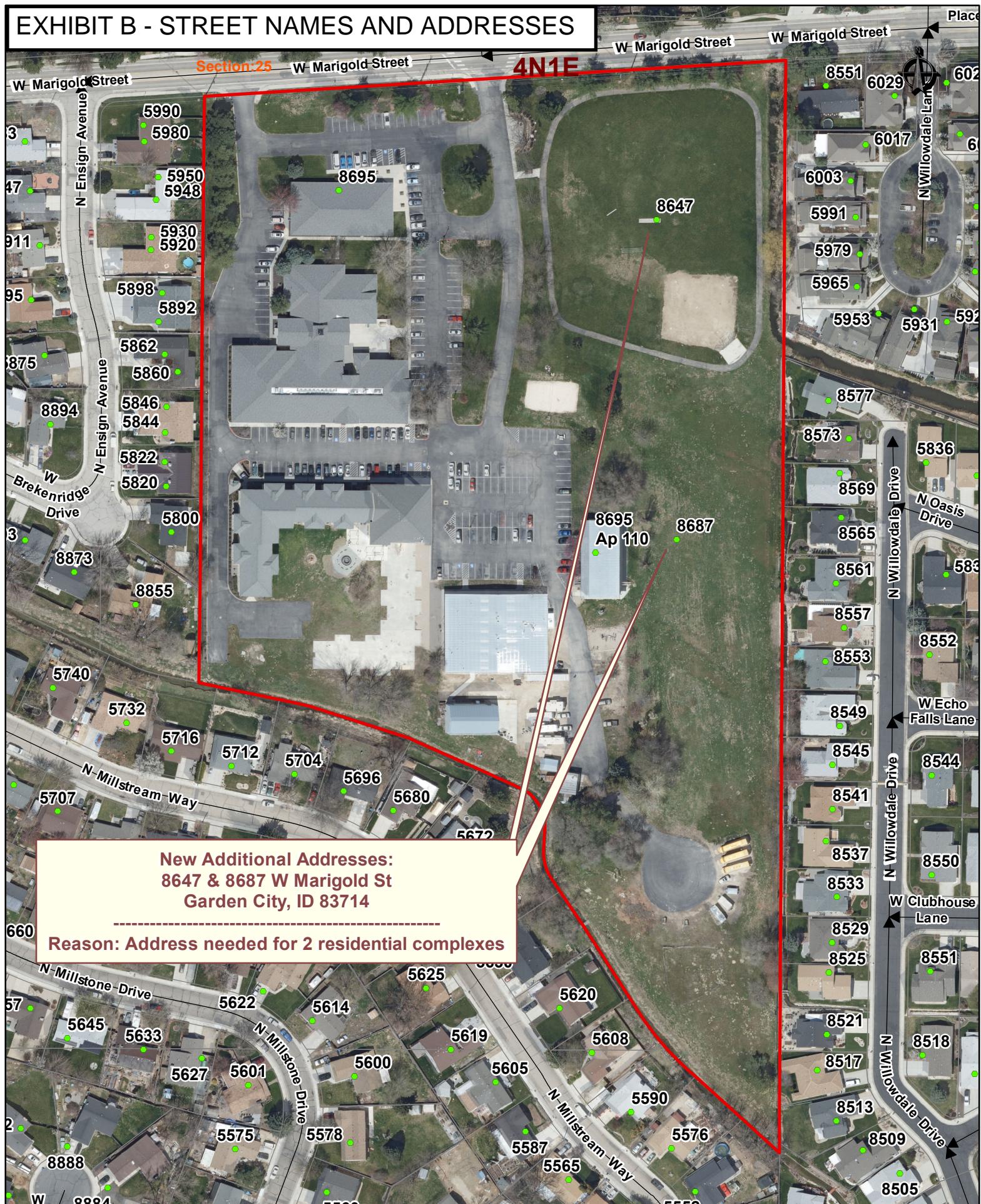
thence North 02°31'37" West, 455.77 feet to the **POINT OF BEGINNING**.

Containing 283,952 square feet or 6.519 acres, more or less.

End of Description.



EXHIBIT B - STREET NAMES AND ADDRESSES



This map is made from data copyrighted by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map. Maps bearing this disclaimer may be photocopied freely. However, use in any digital form requires the written permission of Ada County.

New Address Effective: 5/8/2024

1 inch = 151 feet

ADA COUNTY ASSESSOR
Land Records Division
Geographic Information Systems
190 E. Front Street, Ste. 107
Boise, ID 83702

EXHIBIT C.1 – Fire Department Review

From: Brian Wenzel <IMCEAEX-
_o=ExchangeLabs_ou=Exchange+20Administrative+20Group+20+28FYDIBOHF23SPDLT+29_cn=Recipients_cn=244
556155aac41cc9c9d7bdceb694d64-Brian+20Wenze@namprd20.prod.outlook.com>
Sent: Thursday, April 18, 2024 9:41 AM
To: Mike Bisagno <MBisagno@cityofboise.org>
Cc: Adrien Mahnke <amahnke@cityofboise.org>; Chad Gierhart <chad@pivotnorthdesign.com>; Gary Sorensen
<Gary@PivotNorthDesign.com>
Subject: RE: [External] Boise Bible College - Fire aerial apparatus distance

Great, thanks Mike and Adrien for the prompt response.
We'll keep you in the loop as needed, appreciate your time and attention!

Brian Wenzel, RA
DESIGN STUDIO LEAD



116 South 6th Street, Boise, ID, 83702

c: 510.364.4289

From: Mike Bisagno <MBisagno@cityofboise.org>
Sent: Thursday, April 18, 2024 9:39 AM
To: Brian Wenzel <brian@PivotNorthDesign.com>
Cc: Adrien Mahnke <amahnke@cityofboise.org>; Chad Gierhart <chad@pivotnorthdesign.com>; Gary Sorensen
<Gary@PivotNorthDesign.com>
Subject: RE: [External] Boise Bible College - Fire aerial apparatus distance

Brian,

Adrien and I discussed this layout this morning. We both agree that we can approve of the aerial access for this site as you have proposed.



Mike Bisagno
Division Chief - Fire Marshal
Boise Fire Department
Office: (208)570-6573
mbisagno@cityofboise.org

Creating a city for everyone.

From: Brian Wenzel <brian@PivotNorthDesign.com>
Sent: Wednesday, April 17, 2024 4:01 PM
To: Mike Bisagno <MBisagno@cityofboise.org>
Cc: Adrien Mahnke <amahnke@cityofboise.org>; Chad Gierhart <chad@pivotnorthdesign.com>; Gary Sorensen
<Gary@PivotNorthDesign.com>
Subject: [External] Boise Bible College - Fire aerial apparatus distance

EXHIBIT C.1 – Fire Department Review

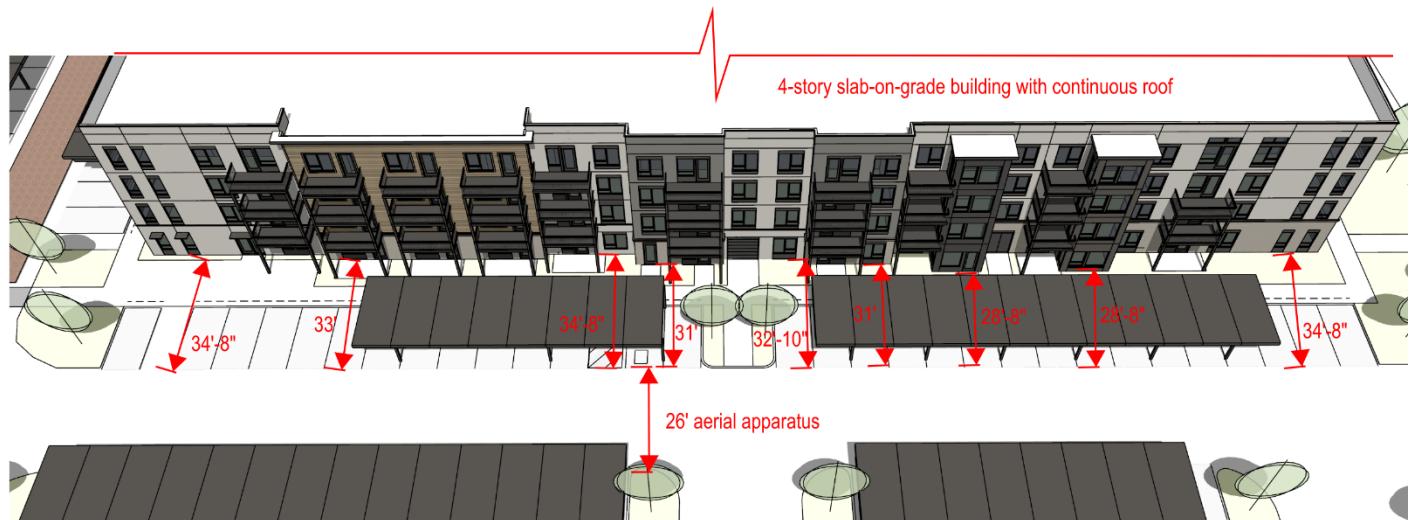
Caution: This email came from outside the city. Use caution before clicking on links, opening attachments, or responding.

Hi Mike, good afternoon. We have been coordinating with Adrien regarding a 236-unit multifamily development on the East of the Boise Bible College (BBC) campus.

We are proposing (2) 4-story slab-on-grade buildings, double loaded corridor with units to ground and some amenities. We're proposing fire access from Marigold and secondary access points to each building with bollards or crash gates. We have shown FD aerial apparatus to the long side (East) of each building with 26' aisles, stairs and fire riser room locations indicated; we also previously reviewed this with Joe Bruce before he moved to planning.

Below is an exhibit of the East elevation showing how we're slightly exceeding the 30' ladder aerial apparatus distance, in full disclosure. Some points are as close to 31', some are 33', some are 34'8" at furthest. The difficulty we have is the city of Garden City's 80 sq. ft. deck requirement leaves little room for a sidewalk between very large unit decks and the parking/carports, so we're trying to justify the competing desires.

Adrien kindly pointed us your way; would you have any time to review this quickly so we can submit to preapplication a plan that we're confident you'll approve? Thank you!



Please let me know if you have any questions or comments, Thank you.

Brian Wenzel, RA
DESIGN STUDIO LEAD



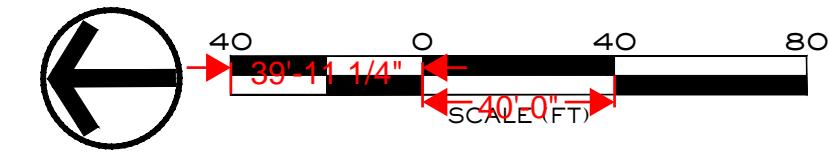
116 South 6th Street, Boise, ID, 83702
p. 208.690.3108 x718
c: 510.364.4289

EXHIBIT C.2 - FIRE DEPARTMENT ACCESS PLAN

PLOT PAPER SIZE: ARCH FULL BLEED D (24.00 x 36.00 INCHES)

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FILE NAME: R221201 PLAN SHEETS.DWG
PLOT DATE & TIME: 4/17/2024 10:34 AM



The logo for Renningson Design Group is a vertical composition. At the top, the word "RENNINGSON" is written in a large, bold, serif font, with the letters "D", "E", "S", and "I" slightly lower than the others. Below this, the word "DESIGN" is written in a smaller, bold, sans-serif font. At the bottom, there is a large, stylized graphic element consisting of a hexagon divided into six triangles by lines from the center, with a smaller diamond shape in the center of the hexagon. To the right of the logo text, the address "2025 E RIVERSIDE DRIVE, SUITE 200" is written vertically, followed by "EAGLE, IDAHO 83616".

Boise Bible College Apartments

The logo for Pacific West Communities features a stylized graphic of blue and white horizontal bars of varying lengths on the left, followed by the company name in a bold, sans-serif font.

△ Description Date

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Drawing Set Issued for:
COORDINATION



**Know what's below.
Call before you dig.**

Project No.	R221201
Issued Date	17 APR 2024
Drawn by	BEA

Site Plan

Sheet Number

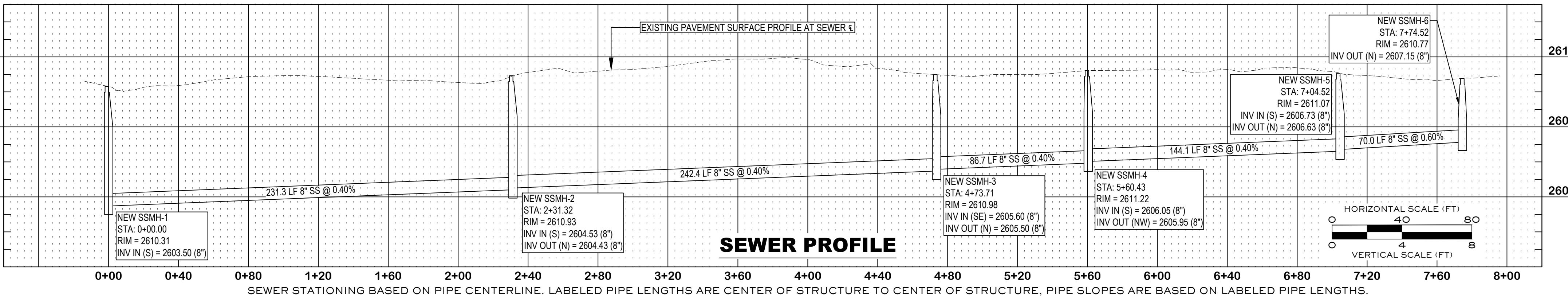
C1.0

EXHIBIT D - SEWER PLAN-PROFILE

PLOT PAPER SIZE: ARCH FULL BLEED D (24.00 x 36.00 INCHES)

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FILE NAME: R221201 PLAN SHEET S.DWG
PLOT DATE & TIME: 8/11/2025 11:45 AM



The logo for Rennington Design is centered on a dark background. It features a large, stylized diamond shape composed of several smaller, nested diamond patterns in white. To the left of the diamond, the word "RENNINGTON" is written vertically in a large, white, sans-serif font. To the right of the diamond, the word "DESIGN" is also written vertically in a smaller, white, sans-serif font. The "E" in "DESIGN" is positioned directly below the "N" in "RENNINGTON".

Design Review Drawings for:

Antioch Apartments

8695 W Marigold Street, Garden City, Idaho



07/17/2020

Drawing Set Issued for:	
DESIGN REVIEW	
Project No.	R221201
Issued Date	11 AUG 2025
Drawn by	BEA
Sheet Title	

Sewer Plan & Profile

Sheet Number

Set Number

Set Number