



PLANNING SUBMITTAL FORM

Permit info: SUBFY2024-0003

Application Date: 4/19/2024

Rec'd by: CW

FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921 (tel.)

▪ www.gardencityidaho.org ▪ building@gardencityidaho.org

APPLICANT		PROPERTY OWNER	
Name:	Jeff Hatch	Name:	Kevin deBelloy
Company:	Hatch Design Architecture	Company:	DCC Commercial
Address:	200 W. 36th Street	Address:	5103 W Irving St
City:	Garden City	City:	Boise
State:	ID	State:	ID
Zip:	83714	Zip:	83706
Tel.:	208-475-3204	Tel.:	208-284-6360
E-mail:	jeff@hatchda.com	E-mail:	kevin@debelloyconstruction.com



ACTION REQUESTED (check all that apply)

<input type="checkbox"/> Appeal	<input checked="" type="checkbox"/> Design Review	<input checked="" type="checkbox"/> Preliminary Plat Planned
<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Final Plat	<input checked="" type="checkbox"/> Unit Development
<input type="checkbox"/> Code or Plan Amendment	<input type="checkbox"/> Flood Plain Dev	<input type="checkbox"/> MFP Setback Reduction
<input type="checkbox"/> Specific Area Plan	<input type="checkbox"/> Variance	<input type="checkbox"/> Zoning Certificate
<input type="checkbox"/> Conditional (special) Use Permit	<input type="checkbox"/> Rezone	<input type="checkbox"/> Other
<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Minor PUD	
<input type="checkbox"/> Easement/Vacation of Easement	<input type="checkbox"/> Minor Land Division	
	<input type="checkbox"/> Ability to Serve-CUP, DSR or SUB if applicable	

PROPERTY INFORMATION

Site Address: 204 W. 36th St, 203 & 205 W. 37th St, Garden City, ID 83714		
Subdivision Name: FAIRVIEW ACRES SUB NO. 2	Lot: 7, 28, & E1/2 29	Block: K
Tax Parcel Number: R2734511720, R2734511725, & R2734511610	Zoning: C-2	Total Acres: 1.47
Proposed Use: Single family attached	Floodplain: YES	NO x

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

	04/17/2024		4-17-24
Signature of the Applicant	(date)	Signature of the Owner	(date)



LAND DIVISION

Permit info: SUBFY2024-0003

Application Date: 4/19/2024

Rec'd by: CW

FOR OFFICE USE ONLY

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

CONTACT INFORMATION

APPLICANT

Name: Jeff Hatch

Address: 200 W. 36th Street, Garden City, ID 83714

Email: jeff@hatchda.com

Phone: 208-475-3204

OWNER

Name: Kevin deBelloy

Address: 5103 W Irving St, Boise, ID 83706

Email: kevin@debelloyconstruction.com

Phone: 208-284-6360

PROPERTY INFORMATION

Subdivision/Project Name:

Reese Townhomes

Site address:

204 W. 36th St, 203 & 205 W. 37th St, Garden City, ID 83714

Description of Existing Use(s):

Undeveloped

Description of Surrounding Uses:

Commercial office, retail, warehouse, and residential

APPLICATION INFORMATION

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

If final plat have there been any changes since the preliminary plat? Y/ N

Number of residential lots 28 Number of commercial lots 0 Number of mixed use lots 0

Number of common lots 4 Square feet of common open space 6497sf

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

5' pathway

What public services and facilities are required for this development? ☒ Fire Protection ☒ Police Protection ☒ Water ☒ Sewer ☒ Drainage
☒ Streets ☒ Schools

What housing types are proposed? MARK ALL THAT APPLY

Single Family _____ Condos _____ Townhomes ☒ _____ Live/Work _____

Manufactured/ Mobile Homes _____ N/A _____

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

Is the project within the Floodplain? No

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

Please see attached narrative for answers to the questions below.

What is the effect of this site development on roadways and traffic conditions?

Are there new roads proposed/required?

Are there new ingress/egress being proposed?

How has off-street parking and loading been arranged and sized to prevent traffic congestion?

How has vehicular and pedestrian circulation been arranged with respect to adjacent facilities and internal circulation?

Has there been connection to or access provided for future connections to bicycle and pedestrian pathways or regional transit?

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

What is the effect of this site development on the adequacy of storm and surface water facilities?

How will the design create a sense of place (usable open space, public art, visual focus points)?

How has landscaping been used to protect existing trees, utilize existing features, create harmony with adjacent development and prevent erosion and dust?

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

Have native or drought resistant plants been utilized in the landscaping plan? If so what types and what percentage of the overall landscape is dedicated to these plants?

What sustainable concepts have been incorporated into the design?

APPLICATION INFORMATION REQUIRED

NOTE:

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

TWO (2) HARD COPIES OF EACH CHECKLIST ITEM REQUIRED

<input checked="" type="checkbox"/>	Planning Submittal Form	<input checked="" type="checkbox"/>	Compliance Statement
<input checked="" type="checkbox"/>	Preliminary Title Report	<input checked="" type="checkbox"/>	Statement of Intent
<input checked="" type="checkbox"/>	Legal Description	<input type="checkbox"/>	Approved Sketch Plat
<input checked="" type="checkbox"/>	Neighborhood Map		
<input checked="" type="checkbox"/>	Sketch Map (Required for subs with 4 or more proposed lots)		
<input checked="" type="checkbox"/>	Subdivision Map		
<input checked="" type="checkbox"/>	Site Plan		
<input checked="" type="checkbox"/>	Landscape Plan		
<input checked="" type="checkbox"/>	Schematic Drawings		
<input checked="" type="checkbox"/>	Lighting Plan		
<input checked="" type="checkbox"/>	Topographic Survey		
Waiver requested	<input type="checkbox"/> Grading Plan		
Waiver requested	<input checked="" type="checkbox"/> Soils Report		
Waiver requested	<input type="checkbox"/> Hydrology Report		
Waiver requested	<input type="checkbox"/> Engineering Drawings and Specifications		
Waiver requested	<input checked="" type="checkbox"/> Natural Hazard and Resources Analysis		
	<input type="checkbox"/> Dedications and Easements		
	<input checked="" type="checkbox"/> Covenants and Deed Restrictions		
	<input checked="" type="checkbox"/> Ability to Serve Letter		
	<input checked="" type="checkbox"/> Neighborhood Meeting Verification		
	<input checked="" type="checkbox"/> Affidavit of Legal Interest		
	<input checked="" type="checkbox"/> Affidavit of Posting and Photos (Due 10 days before the hearing)		
	<input checked="" type="checkbox"/> Irrigation/Ditch Company Information Form		
N/A	<input type="checkbox"/> Locations, elevations, and materials of proposed signage or Master Sign Plan		
	<input checked="" type="checkbox"/> Waiver Request of Application Materials		

FOR CONDOMINIUM SUBDIVISIONS:

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

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

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

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

INFORMATION REQUIRED ON COMPLIANCE STATEMENT (PLEASE CHECK):

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

INFORMATION FOR STATEMENT OF INTENT(PLEASE CHECK):

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

INFORMATION FOR PRELIMINARY TITLE REPORT (PLEASE CHECK):

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

INFORMATION FOR LEGAL DESCRIPTION (PLEASE CHECK):

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

INFORMATION FOR SKETCH PLAT (PLEASE CHECK):

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

INFORMATION REQUIRED ON NEIGHBORHOOD MAP (PLEASE CHECK):

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

INFORMATION REQUIRED ON PRELIMINARY SUBDIVISION MAP (PLEASE CHECK):

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

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

INFORMATION REQUIRED ON SITE PLAN(PLEASE CHECK):

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

INFORMATION REQUIRED ON LANDSCAPE PLAN (PLEASE CHECK):

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

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

INFORMATION REQUIRED ON SCHEMATIC DRAWINGS (PLEASE CHECK):

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

INFORMATION REQUIRED ON LIGHTING PLAN (PLEASE CHECK):

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

INFORMATION FOR TOPOGRAPHIC SURVEY (PLEASE CHECK):

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

INFORMATION REQUIRED ON GRADING PLAN (PLEASE CHECK):

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

INFORMATION FOR SOILS REPORT (PLEASE CHECK):

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

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

INFORMATION FOR HYDROLOGY REPORT(PLEASE CHECK):

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

INFORMATION FOR ENGINEERING DRAWINGS AND SPECIFICATIONS (PLEASE CHECK):

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

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

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

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

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

INFORMATION FOR DEDICATIONS AND EASEMENTS (PLEASE CHECK):

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

INFORMATION FOR COVENANTS AND DEED RESTRICTIONS (PLEASE CHECK):

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

INFORMATION FOR WILL SERVE LETTER (PLEASE CHECK):

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

INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION (PLEASE CHECK):

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

INFORMATION FOR AFFIDAVIT OF LEGAL INTEREST (PLEASE CHECK):

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

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

- ☐ A signed affidavit affirming that the required sign has been posted on the property ten (10) days before the hearing
- ☐ Photos (digital or print) of posted sign
- ☐ Photos of posted sign must be clear enough to read the text

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

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

INFORMATION REQUIRED FOR MASTER SIGN PLAN (PLEASE CHECK):

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



**HATCH
DESIGN
ARCHITECTURE**

200 w. 36th st., boise, idaho 83714 • phone 208.475.3204 • fax 208.475.3205 • email info@hatchda.com

April 15, 2024

Land Division Application Narrative

Planning & Zoning
Garden City
6015 Glenwood St.
Garden City, Idaho 83714

Re: Land Division for the Reese Townhomes
Located at: 204 W. 36th St, Garden City, ID 83714
203 W. 37th St, Garden City, ID 83714
205 W. 37th St, Garden City, ID 83714
Parcel Nos.: R2734511610, R2734511720, R2734511725, R2734511730

Dear Planning Staff,
Please see below for PUD Application Narrative:

- 1. Is this plat a portion of a larger land holding intended for subsequent development? If yes, please explain.**

No

- 2. Is the project within the Floodplain?**

NO, the project is in the X Flood Zone. (FEMA Map number 16001C0188 J effective on June 19, 2020).

- 3. Are there any proposed uses not allowed in the zoning district where the project is located? If so, specify. If so, what is the gross land area devoted to such uses?**

No

- 4. What is the effect of this site development on roadways and traffic conditions?**

The proposed development will improve pedestrian access and connectivity. Increasing safety on the roadways.

- 5. Are there new roads proposed/required?**

No

- 6. Are there new ingress/egress being proposed?**

Yes, providing access off 37th and 36th streets.

- 7. How has off-street parking and loading been arranged and sized to prevent traffic congestion?**

Each townhome unit is designed with a two-car garage. These garages are loaded from a proposed central driveway which is separate from the public roadway. Each duplex will have an assigned covered and uncovered parking space. There will be 8 on-site parking spaces provided on the North of this central driveway for guest parking.



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8. How has vehicular and pedestrian circulation been arranged with respect to adjacent facilities and internal circulation?

Proposed attached sidewalk will continue public sidewalk along 36th street. A detached sidewalk is proposed along 37th St. and allow for future connections. The internal pedestrian pathways are proposed around the perimeter of the site. This will reduce congestion with the central driveway.

9. Has there been connection to or access provided for future connections to bicycle and pedestrian pathways or regional transit?

Proposed attached sidewalk will continue public sidewalk along 36th street. A detached sidewalk is proposed along 37th St. and allow for future connections. Pedestrian pathways will connect 36th and 37th streets within subdivision

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

The proposed townhouses will be compatible with surrounding neighborhood and help support the goals of developing the activity node. The design provides pet-friendly and bicycle-friendly characteristics for the neighborhood with providing common area and bike racks located along the sidewalks.

11. What is the effect of this site development on the adequacy of storm and surface water facilities?

The proposed development will be designed to maintain storm water on site.

12. How will the design create a sense of place (usable open space, public art, visual focus points)?

The design offers pathways throughout. Landscaping will be added to enhance the pedestrian engagement. A public art piece is proposed along 36th. This will provide a focal point for the townhome community.

13. How has landscaping been used to protect existing trees, utilize existing features, create harmony with adjacent development and prevent erosion and dust?

The design proposes to preserve existing trees which have good landscaping value. The development will be landscaped to prevent erosion and dust.

**14. What type of water will be used for landscaping? x Irrigation – Non-Potable
 Irrigation – Potable City Water System**

15. Have native or drought resistant plants been utilized in the landscaping plan? If so what type and what percentage of the overall landscape is dedicated to these plants?

Yes, the majority of proposed plants are drought resistance.



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16. What sustainable concepts have been incorporated into the design?

Proposed pedestrian-friendly and bicycle-friendly facilities are located within the site. The detached sidewalk emphasizes the sense of interactive stimulation for the neighborhood's growth.

Please contact our office with any questions you may have in reviewing the application materials.
Sincerely,

Jeff Hatch, AIA LEED AP
HATCH DESIGN ARCHITECTURE



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Land Division Waiver Request of Application Materials

April 16, 2024
Planning & Zoning
Garden City
6015 Glenwood St.
Garden City, Idaho 83714

RE: **Land Division for the Reese Townhomes**
Located at: 204 W. 36th St, Garden City, ID 83714,
203 W. 37th St, Garden City, ID 83714,
205 W. 37th St, Garden City, ID 83714
Parcel Nos.: R2734511610, R2734511720, R2734511725, R2734511730

Dear Garden City Staff Planning & Zoning,

Below is a list of the application materials we are requesting to be waived at the Design Review application, which will be provided in the Final Plat Application:

1. Grading Plan
2. Engineering Drawings and Specifications
3. Dedications and easements

Please contact our office with any questions you may have in reviewing the application materials.
Sincerely,

Jeff Hatch, AIA LEED AP
Hatch Design Architecture



PLANNED UNIT DEVELOPMENT APPLICATION

Permit info: SUBFY2024-0003

Application Date: 4/18/2024

Rec'd by: CW

FOR OFFICE USE ONLY

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APPLICANT	PROPERTY OWNER
Name: Jeff Hatch	Name: Kevin deBelloy
Company: Hatch Design Architecture	Company: DCC Commercial
Address: 200 W. 36th Street	Address: 5103 W. Irving St.
City: Garden City	City: Boise
State: ID Zip:	State: ID Zip: 83706
Tel.: 208-475-3204	Tel.: 208-284-6360
E-mail: jeff@hatchda.com	E-mail: kevin@debelloyconstruction.com

PROPERTY INFORMATION

Site address:

204 W. 36th St, 203 & 205 W. 37th St, Garden City, ID 83714

Subdivision Name: FAIRVIEW ACRES SUB NO. 2	Lot: 7, 28, & E1/2 29	Block: K
Tax Parcel Number: R2734511720, R2734511725, & R2734511610	Zoning: C-2	Total Acres: 1.47
Proposed Use: Single family attached	Floodplain: YES	NO x

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

04-16-2024

Signature of the Applicant (date)

4-17-24

Signature of the Owner (date)

APPLICATION INFORMATION

If an application for a final plat, has there been any changes since the preliminary plat?
Y/ N N/A

Number of residential lots²⁸ Number of commercial lots⁰ Number of mixed use lots⁴ Number of common lots⁴

Square feet of common open space⁶⁴⁹⁷

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

5' pathways and landscaping

What public services and facilities are required for this development? _____ Fire Protection ☒ _____ Police Protection ☒ _____ Water ☒ _____ Sewer ☒ _____ Drainage _____ Streets ☒ _____ Schools

What housing types are proposed? MARK ALL THAT APPLY

Single Family _____ Condos _____ Townhomes ☒ _____ Live/Work _____ Manufactured/ Mobile Homes _____ N/A _____

Describe how this application provides a maximum choice of living environments by allowing a variety of housing and building types, and permitting an increased density per acre and a reduction in lot dimensions, yards, building setbacks and area requirements Please the attached narrative.

Is this plat a portion of a larger land holding intended for subsequent development? If yes, please explain.

Please the attached narrative.

Is the project within the Floodplain?

Please the attached narrative.

Are there any proposed uses not allowed in the zoning district where the project is located? If so, specify. If so, what is the gross land area devoted to such uses?

Please the attached narrative.

What is the effect of this site development on roadways and traffic conditions?

Please the attached narrative.

Are there new roads proposed/required?

Please the attached narrative.

Are there new ingress/egress being proposed?

Please the attached narrative.

How has off-street parking and loading been arranged and sized to prevent traffic congestion?

Please the attached narrative.

How has vehicular and pedestrian circulation been arranged with respect to adjacent facilities and internal circulation?

Please the attached narrative.

Has there been connection to or access provided for future connections to bicycle and pedestrian pathways or regional transit?

Please the attached narrative.

What is the effect of this site development on the adequacy of storm and surface water facilities?

Please the attached narrative.

How does this application use land more efficiently than is generally achieved through conventional development resulting in substantial savings through shorter utilities and streets?

Please the attached narrative.

How does this project create a more useful pattern of open space and recreation areas; and, if proposed as part of the project, more convenience in the location of accessory commercial uses, industrial uses and services?

Please the attached narrative.

How will the design create a sense of place (usable open space, public art, visual focus points)?

Please the attached narrative.

How does this application develop a land pattern in harmony with land use density, transportation, and community facilities objectives of the comprehensive plan?

Please the attached narrative.

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

Please the attached narrative.

How does this application establish a development pattern which preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation and prevents the disruption of natural drainage patterns?

Please the attached narrative.

How has landscaping been used to protect existing trees, utilize existing features, create harmony with adjacent development and prevent erosion and dust?

Please the attached narrative.

**What type of water will be used for landscaping? ___X___Irrigation - Non-Potable
-----Irrigation - Potable -----City Water System**

Have native or drought resistant plants been utilized in the landscaping plan? If so what types and what percentage of the overall landscape is dedicated to these plants?

Please the attached narrative.

What sustainable concepts have been incorporated into the design?

Please the attached narrative.

APPLICATION INFORMATION REQUIRED

NOTE:

AN ELECTRONIC COPY OF THE ENTIRE APPLICATION SUBMITTAL REQUIRED

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES

FOUR (1) HARD COPIES OF EACH CHECKLIST ITEM REQUIRED

- | | |
|---|--|
| <input checked="" type="checkbox"/> Preliminary Title Report | <input checked="" type="checkbox"/> Lighting Plan |
| <input checked="" type="checkbox"/> Neighborhood Map | <input checked="" type="checkbox"/> Neighborhood Meeting Verification |
| <input checked="" type="checkbox"/> Subdivision Map | <input type="checkbox"/> Approved Addresses Waiver requested |
| <input checked="" type="checkbox"/> Compliance Statement | <input checked="" type="checkbox"/> Covenants and Deed Restrictions |
| <input checked="" type="checkbox"/> Statement of Intent | <input checked="" type="checkbox"/> Legal Description |
| <input checked="" type="checkbox"/> Ability to Serve/Will Serve Letter | <input checked="" type="checkbox"/> Irrigation/Ditch Company Information Form |
| <input checked="" type="checkbox"/> Affidavit of Legal Interest | <input checked="" type="checkbox"/> Affidavit of Posting and Photos (Due 10 days before the hearing) |
| <input checked="" type="checkbox"/> Master Plan | |
| <input checked="" type="checkbox"/> Site Plan | |
| <input checked="" type="checkbox"/> Landscape Plan | |
| <input checked="" type="checkbox"/> Schematic Drawings | |
| <input checked="" type="checkbox"/> Topographic Survey | |
| <input type="checkbox"/> Grading Plan Waiver requested | |
| <input type="checkbox"/> Hydrology Report Waiver requested | |
| <input checked="" type="checkbox"/> Natural Hazard and Resources Analysis | |



PLEASE CHECK THE FOLLOWING:

INFORMATION FOR PRELIMINARY TITLE REPORT:

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

INFORMATION REQUIRED ON NEIGHBORHOOD MAP:

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

INFORMATION REQUIRED ON SUBDIVISION MAP:

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

INFORMATION REQUIRED ON MASTER PLAN:

- ☐ The master plan is a plan that includes narrative information and illustrations about the proposal
- ☐ The required narrative information shall be as follows:

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

INFORMATION REQUIRED ON SITE PLAN:

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

- ☐ Location of any proposed exterior site furniture
- ☐ Location of any exterior lighting
- ☐ Location of any existing or proposed signage

INFORMATION REQUIRED ON LANDSCAPE PLAN:

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

INFORMATION REQUIRED ON SCHEMATIC DRAWINGS :

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

INFORMATION FOR TOPOGRAPHIC SURVEY:

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

INFORMATION REQUIRED ON GRADING PLAN:

- ☐ 11" x 17" size minimum
- ☐ Scale not less than one inch equals twenty feet (1" = 20')
- ☐ Two foot (2') contours for the entire proposal site
- ☐ One foot (1') contours for details, including all planimetric features
- ☐ Existing site features, including existing structures, trees, streams, canals, and floodplain hazard areas
- ☐ Existing easement and utility locations
- ☐ Approximate limiting dimensions, elevations, and finish contours to be achieved by the contemplated grading within the project, showing all proposed cut and fill slopes, drainage channels, and related construction; and finish and spot grade elevations for all wall and fence construction, and paved and recreational surfaces

- ☐ Slope and soil stabilization and re-vegetation plan, including identification of areas where existing or natural vegetation will be removed and the proposed method of re-vegetating. Show all areas of disturbance and construction fencing location; re-vegetation is required for all disturbed areas
- ☐ Proposed storm water systems

INFORMATION FOR HYDROLOGY REPORT:

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

INFORMATION FOR NATURAL HAZARD AND RESOURCES ANALYSIS:

- ☐ Prepared by a licensed engineer
- ☐ The natural hazards and resources analysis shall provide an inventory and recommendation regarding natural conditions existing on the site.
- ☐ The analysis shall include: significant natural resources existing on the site shall be identified including vegetation; fish and wildlife habitat; and water, including streams and riparian zones. A plan for preservation and/or mitigation of significant resources should be prepared by a qualified professional.
- ☐ For subdivisions within a floodplain: Detailed information on the nature, source, and extent of the hazard and the proposed actions to minimize or eliminate danger to public health, safety or property. The analysis shall include the following information:
 - a. The location of existing water channels and drainage ways, floodway, flood plain and base flood elevation
 - b. The location of all planned improvements including dams, dikes, and similar structures

- c. All planned diversions, alterations or rerouting of channels and drainage ways.

INFORMATION FOR DEDICATIONS AND EASEMENTS:

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

INFORMATION FOR COVENANTS AND DEED RESTRICTIONS:

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

INFORMATION FOR WILL SERVE LETTER:

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

INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS:

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

INFORMATION REQUIRED ON COMPLIANCE STATEMENT:

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

INFORMATION FOR STATEMENT OF INTENT:

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

INFORMATION FOR LEGAL DESCRIPTION:

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

INFORMATION FOR SKETCH PLAT:

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

INFORMATION REQUIRED ON NEIGHBORHOOD MAP:

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

INFORMATION REQUIRED ON LIGHTING PLAN:

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

- ☐ Location of municipal street lights

INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION:

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

INFORMATION FOR AFFIDAVIT OF LEGAL INTEREST:

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

INFORMATION REQUIRED FOR IRRIGATION/DITCH INFORMATION FORM:

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

INFORMATION FOR AFFIDAVIT OF PROPERTY POSTING AND PHOTOS:

- ☐ A signed affidavit affirming that the required sign has been posted on the property ten (10) days before the hearing
- ☐ Photos (digital or print) of posted sign
- ☐ Photos of posted sign must be clear enough to read the text



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200 w. 36th st., boise, idaho 83714 • phone 208.475.3204 • fax 208.475.3205 • email info@hatchda.com

PUD Waiver Request of Application Materials

April 16, 2024
Planning & Zoning
Garden City
6015 Glenwood St.
Garden City, Idaho 83714

RE: **Design Review for the Reese Townhomes**
 Located at: 204 W. 36th St, Garden City, ID 83714,
 203 W. 37th St, Garden City, ID 83714,
 205 W. 37th St, Garden City, ID 83714
 Parcel Nos.: R2734511610, R2734511720, R2734511725, R2734511730

Dear Garden City Staff Planning & Zoning,

Below is a list of the application materials we are requesting to be waived at the Design Review application, which will be provided in the Final Plat Application:

1. Grading Plan
2. ADA County Approved Addresses

Please contact our office with any questions you may have in reviewing the application materials.
Sincerely,

Jeff Hatch, AIA LEED AP
Hatch Design Architecture



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April 16, 2024

PUD Application Narrative

Planning & Zoning
Garden City
6015 Glenwood St.
Garden City, Idaho 83714

Re: **Rezone Review for the Reese Townhomes**
Located at: 204 W. 36th St, Garden City, ID 83714
203 W. 37th St, Garden City, ID 83714
205 W. 37th St, Garden City, ID 83714
Parcel Nos.: R2734511610, R2734511720, R2734511725, R2734511730

Dear Planning Staff,

1. **Describe how this application provides a maximum choice of living environments by allowing a variety of housing and building types, and permitting an increased density per acre and a reduction in lot dimensions, yards, building setbacks and area requirements.**

The proposed project will consist of 26 townhomes and two duplexes. Homes will range in size 896 sf to 1274 sf and offer two- and three-bedroom options. The proposed density would be 20 homes per acre. The proposed setbacks for the interior building lots would be 2' on the front, 3' on the rear and 0' on the sides. The subdivision boundary would use the setbacks of the underlying zone. The average building lot size would be 1126 sf.

2. **Is this plat a portion of a larger land holding intended for subsequent development? If yes, please explain.**

No

3. **Is the project within the Floodplain?**

Yes, the project is in a Zone X moderate risk area (FEMA map number 16001c0276J eff. 6/19/2020)

4. **Are there any proposed uses not allowed in the zoning district where the project is located? If so, specify. If so, what is the gross land area devoted to such uses?**

No

5. **What is the effect of this site development on roadways and traffic conditions?**

There may be some disruption depending on the location of utilities.

6. **Are there new roads proposed/required?**

Yes



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7. Are there new ingress/egress being proposed?

Yes

8. How has off-street parking and loading been arranged and sized to prevent traffic congestion?

Off street parking will be supplied via attached enclosed garages. On street parking is provided for guests

9. How has vehicular and pedestrian circulation been arranged with respect to adjacent facilities and internal circulation?

The vehicular circulation is contained on a private street, away from the public roads and adjacent facilities. The internal circulation features walking paths between buildings that encourages pedestrian movement and the interaction with their surrounding area

10. Has there been connection to or access provided for future connections to bicycle and pedestrian pathways or regional transit?

Paths around the buildings with locations for bike storage and smaller pathways between buildings have been provided to encourage pedestrian interaction.

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

The proposed mix of one and two-bedroom apartments will be compatible with the surrounding neighborhood. The area is a mixture of neighborhood, activity, and mixed-use commercial. The layout allows for residents to spend more of their time engaging with the people and activities of the surrounding area.

12. What is the effect of this site development on the adequacy of storm and surface water facilities?

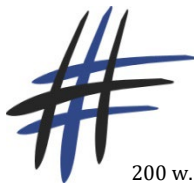
Each building is surrounded by landscaping and mulched beds to mitigate storm water runoff

13. How will the design create a sense of place (usable open space, public art, visual focus points)?

The layout of the site has been well thought out to connect to both the public and the residents. There will be public art on the far ends of the site. This will give a visual focus point to people walking or driving by, and it will give the residents of the units a greater sense of place.

14. How has landscaping been used to protect existing trees, utilize existing features, create harmony with adjacent development and prevent erosion and dust?

Currently the site is lacking in existing features. However, the landscaping will be used to prevent erosion and dust that had previously existed in the area.



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15. Have native or drought resistant plants been utilized in the landscaping plan? If so what type and what percentage of the overall landscape is dedicated to these plants?

Every plant in the landscaping plan is either native or drought resistant. The plan utilizes trees, shrubs, and flowering shrubs. The land surrounding each building is dedicated to these plants.

16. What sustainable concepts have been incorporated into the design?

Proposed pedestrian and bicycle-friendly facilities are located within the site. The walking path emphasizes the sense of interactive stimulation for the neighborhood's growth.

Please contact our office with any questions you may have in reviewing the application materials.
Sincerely,

Jeff Hatch, AIA LEED AP
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April 16, 2024

PUD Master Plan Narrative

Planning & Zoning
Garden City
6015 Glenwood St.
Garden City, Idaho 83714

Re: **Planned Unit Development for the Reese Townhomes**
Located at: 204 W. 36th St, Garden City, ID 83714
203 W. 37th St, Garden City, ID 83714
205 W. 37th St, Garden City, ID 83714
Parcel Nos.: R2734511610, R2734511720, R2734511725, R2734511730

Dear Planning Staff,
Please see below for Master Plan Narrative:

1. Description of the vision for the Master Plan area, including design guidelines, land uses and phasing of development;

The proposed project would have total area 1.474 acres which is proposed to consist of 26 townhomes and two duplexes. The design offers a new pedestrian and bicycle-friendly development to the neighborhood as well as provides living spaces that are near an activity center of Garden City. The first phase would include one duplex and eight townhomes on 0.44 acres. The second phase would consist of an additional duplex and ten townhomes on .68 acres. The final phase would include 8 townhomes on .34 acres. Architectural design will meet or exceed the standards set forth in section 8-4b-3

2. A range of square footage, density, site coverage, and locational distribution of land uses;

The development will consist of two duplexes and 26 two-story townhomes with sizes varying from 896 sf to 1274 sf. The buildings are situated around a T-shaped internal private driveway. This driveway will connect to both 36th and 37th St.

The townhomes are separated with drought resistant landscaping and walkways for pedestrian circulation. The walkways act to encourage residents to interact with their surrounding area.

Building footprints would cover 39% of the 1.474 acre site. The proposed project would consist of 5 buildings resulting in an approximate 20 dwelling units per acre density

3. Description of a circulation plan for autos, bicycles, transit, and pedestrians within the site and to other off site systems including the Boise River Greenbelt and other waterways

The arrangement of the buildings creates a private road for residents, guests, and trash removal. This plan will get vehicles off of the busier roads in order to ease congestion in the area. The plan also provides ample opportunities for pedestrians to safely leave the site and engage with the local community.



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4. Description of the amenities within the site including both natural and manmade. Description of the general mass, scale, and character of the buildings

The site will possess native plants surrounding the buildings, providing pleasant views and privacy from the outside, public art, to create a sense of place and community, and walkways to encourage interaction with the surrounding neighborhoods and activities.

The two-story homes will be a maximum of 26' tall. The mass of buildings will be broken up by using differing building materials, colors and rooflines. Each home will have their own enclosed garage or covered parking space.

5. Summary of general public facility requirements to serve the development; and

Coordination will take place with Idaho power and sewer to supply water, sewer, and electrical service to the development.

6. Proposal for incorporation of existing structures in future development plans

The existing structures will be removed prior to construction.

Please contact our office with any questions you may have in reviewing the application materials.
Sincerely,

Jeff Hatch, AIA LEED AP
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Compliance Statement and Statement of Intent

April 16, 2024

Planning & Zoning
Garden City
6015 Glenwood St.
Garden City, Idaho 83714

Re: **For the Reese Townhomes**
Located at: 204 W. 36th St, Garden City, ID 83714,
203 W. 37th St, Garden City, ID 83714,
205 W. 37th St, Garden City, ID 83714
Parcel Nos.: R2734511610, R2734511720, R2734511725, R2734511730

Dear Planning Staff,

The proposed project consists of three parcels R2734511610, R2734511720, and R2734511725. It is primarily located at 203 W. 37th St., approximately 540' Southwest of the intersection at North Orchard St. and West Chinden Blvd. The proposed community would create 26 townhomes and two duplexes on approximately 1.47 acres.

The proposed community would be complimentary to the surrounding commercial and residential districts by creating an idealized transition zone – and noise buffer – between the single-family detached homes to the southwest and the bustling commercial frontage of Chinden Blvd. This project aims to bring much needed housing to Garden City and add to the evolving aesthetics of the 36th St. corridor.

The site has been designed to minimize sprawl and maximize pedestrian circulation by including an appropriate system of sidewalks to connect the community to adjacent amenities, firmly embedding this proposed project into the existing neighborhood. The project is designed to allow for a connection between 36th St. and 37th St. which would allow residents and neighbors to avoid busy intersections.

The landscaped areas provide a sense of place within the site and allows for both private and communal engagement within. It also connects the neighboring buildings and softens harsh surfaces with the incorporation of vegetation.

The scope of this project would remove existing structures on the property and replace them with a safe and quality community of homes that would complement the surrounding community.

Please contact our office with any questions you may have in reviewing the application materials.

Sincerely,

Jeff Hatch, AIA LEED AP
Hatch Design Architecture



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Draft Covenants and Deed Restrictions

February 21, 2024

Planning & Zoning
Garden City
6015 Glenwood St.
Garden City, Idaho 83714

Re: **Design Review for the Reese Townhomes**
Located at: 204 W. 36th St, Garden City, ID 83714
203 W. 37th St, Garden City, ID 83714
205 W. 37th St, Garden City, ID 83714
Parcel Nos.: R2734511610, R2734511720, R2734511725, R2734511730

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Draft Date of:

THIS DECLARATION is made on the date hereinafter set forth by _____, Trustee, hereafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, more particularly described in Exhibit A, attached hereto, hereinafter referred to as the "Properties".

WHEREAS, Declarant desires to subject the above-described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto; and

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ARCHITECTURAL CONTROL COMMITTEE" shall mean the committee to be appointed pursuant to Article XI, Section 1, below.

Section 2. "ASSESSMENT" shall mean a payment required of Association members, including Initiation, Transfer, Annual, Special and Limited Assessments as provided for in this Declaration.



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Section 3. "ASSOCIATION" shall mean and refer to _____, a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 4. "BOARD" shall mean and refer to the Board of Directors of the Association.

Section 5. Reserved

Section 6. "COMMON AREA" shall mean all real property and improvements thereon intended for the common use and enjoyment of the Owners. The initial Common Area shall include the Common Use Easement Area(s) as depicted on the Survey.

Section 7. "DECLARANT" shall mean and refer to entity ———, and subject to the provisions of Article XV, Section 4, its successors and assigns.

Section 8. "DECLARATION" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as the same may be amended from time to time.

Section 9. "DWELLING UNIT" shall mean that portion or part of any Improvement intended to be occupied by one family as a dwelling unit, together with the adjoining vehicular parking garage, if any, and all projections therefrom.

Section 10. "IMPROVEMENT" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Properties, including, without limitation, buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs (including but not limited to any identification signs, private street signs, and no parking signs), lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 11. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon the Survey, including, without limitation, lots 1 through X as depicted thereon.

Section 12. "MEMBER" shall mean a member of the Association as set forth in this Declaration.

Section 13. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "PARCEL" or "PARCELS" shall mean and refer to the parcels of land shown on the Survey, including, without limitation, ——— (no parcel noted) as depicted thereon.

Section 15. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

Section 16. "SURVEY" shall mean that certain Record of Survey No. _____, recorded as Instrument No. 2024-_____, records of Ada County, Idaho.

ARTICLE II: PROPERTY RIGHTS



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Section 1. Enjoyment of Common Area: Declarant intends to improve the Common Area with a common driveway, one or more parking spaces, landscaping, a pet area, bicycle racks, a picnic/gathering space for Owners and their guests, and other improvements. Each Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

A. The right of the Association to levy reasonable assessments for the maintenance of the Common Area and any improvements or facilities located thereon as set forth herein below.

B. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners.

C. The right of the Board to promulgate reasonable rules and regulations governing the right of use of the Common Area by the Owners, from time to time, in the interest of securing maximum safe and fair usage thereof, without unduly infringing upon the privacy or enjoyment of any Owner or occupant of a Lot, including without being limited thereto, reasonable regulations and restrictions regarding vehicle parking thereon.

D. Any and all easement rights granted to the Owners or reserved to the Declarant in this Declaration.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the Board, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided the persons to whom such rights are delegated reside on the Properties at the time of use.

Section 3. Rights Reserved by Declarant: Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

A. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the Common Area for vehicular and pedestrian ingress and egress to and from any part of the Properties, or any adjacent real property owned by Declarant, or its successors or assigns, while the Properties are under construction and until the Declarant has sold all Lots;

B. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Properties for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area, including without limitation any concrete and/or pavement located thereon, shall be restored to the level and condition that existed prior to the doing of work; and

C. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the Common Area where applicable, to facilitate and complete the



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development of the Properties, including without limitation the use of the Common Area where applicable, for:

1. Construction, excavation, grading, landscaping, parking and/or storage;
2. Maintenance and operation of a sales office and model units for sales purposes;
3. The showing to potential purchasers of any unsold Lot, unit or improvements within the Properties;
4. Display of signs and flags to aid in the sale of any unsold Lots and Dwelling Units, or all or part of the Properties;
5. Construction, operation and maintenance of all or any portion of any Common Area by Declarant, its successors or assigns;

Section 4. Right to Amend Declaration: Declarant reserves the right to amend this Declaration, acting alone, in accordance with the provisions of Article XV, Section 3, below.

Section 5. Reservation of Development Rights: No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Properties and to construct Improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Properties, nor Declarant's right to post signs incidental to construction, sales or leasing. Any development plans or schemes for the Properties in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the Properties are to be developed or improved.

ARTICLE III: OWNERS ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said Lot shall terminate or be transferred.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Owners, with the exception of the Declarant. The Class A Members shall be non-voting Members of the Association until such time as voting rights of the Class B Member(s) expire, as provided below. Upon the Class A Members becoming entitled to voting rights, each Class A Member shall be entitled to one (1) vote for each Lot owned and when more than one (1) person holds an interest in a Lot, all such persons shall be Class A Members but the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member(s).



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CLASS B: Class B Members shall be the Declarant, and its successor(s) in title to which successor the Declarant has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be considered to be a Class A Member with respect to each Lot owned. The Class B Members shall be entitled to one (1) vote for each Lot owned. The Class B membership and the Class B voting rights shall be converted to Class A membership when the Declarant (or its successors in title to whom the Declarant has granted the Class B voting rights, as above provided) no longer owns a Lot within the Properties.

Section 3. Assessments: Each Owner of any Lot, by acceptance of a deed therefore from Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association an Initiation Assessment, Transfer Assessment, Annual Assessments, Special Assessments and Limited Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation and Transfer Assessments: Upon the initial conveyance by Declarant the purchaser thereof shall pay an Initiation Assessment to the Association in the amount of \$____.00; and upon each subsequent transfer of each Lot, the purchaser thereof shall pay a Transfer Assessment to the Association in the amount of \$____.00.

B. Annual Assessments: The Annual Assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for the operation, maintenance, repair and improvement of the Common Area and Improvements located thereon (including, without limitation, any recreational facilities located thereon), for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration (including, without limitation, the expenses incurred in maintaining the common driveway as set forth in Article IV, Section 4, below and the landscaping improvements and building exteriors as set forth in Article VII, Section 1, below) or in the Bylaws of the Association, for a reasonable and adequate reserve fund for the performance of the Association's obligations, including without limitation, the maintenance, repair and replacement of the Common Areas and Improvements thereon, landscaping improvements and exteriors of buildings, to be established from time to time by and in the discretion of the Board, and for any other purpose reasonably authorized by the Board. The initial amount of the Annual Assessment against each Lot shall be determined by the Board as soon as is reasonably practical after the recordation hereof. In addition to the Initiation Assessment set forth above, the then current Annual Assessment, adjusted according to the number of months remaining in the calendar year, shall be payable by the purchaser thereof at the closing of the initial sale by Declarant of each Lot. The Board shall thereafter fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each calendar year. The Annual Assessment shall be payable to the Association without demand in installments at such intervals as may be determined by the Board. The due dates shall be established by the Board and if not so established, such Assessment shall be due on January 1 of each calendar year. Failure of the Board to fix the amount of the Annual Assessment or to deliver or mail to each Owner a notice thereof, shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay the Annual Assessment. In such event, each Owner shall continue to pay the Annual Assessment last established by the Board until a new assessment amount is established.

C. Special Assessments: In addition to the Initiation, Transfer and Annual Assessments authorized above, the Board may levy a Special Assessment, payable over such period of time as the Board shall reasonably determine, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area or the building exteriors, or for any



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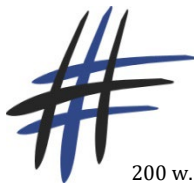
unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a regularly scheduled meeting or a special meeting duly called for this purpose. Written notice of any meeting at which any action authorized under this paragraph above is anticipated, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Special Assessment shall be payable over such a period as the Board shall determine.

D. Limited Assessments: The Association shall have the power to incur expenses for the maintenance and repair of any Lot or Improvement, for the repair of damage to the Common Area caused by the negligence or willful misconduct of an Owner or his family, guests, invitees, agents, employees, or contractors, or for the correction of any violation of this Declaration, including monetary penalties therefore as set forth in Article XV, Section 1, below, if the responsible Owner has failed or refused to perform such maintenance or repair or to correct such violation after written notice of the necessity thereof has been delivered (as set forth herein below) by the Board to the responsible Owner. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance, repair or corrective action, together with any other cost or expense, including attorney's fees, arising out of or incident to such maintenance, repair or corrective action or the collection of the assessment therefore. Any such Limited Assessment shall be due within thirty (30) days of the date written notice thereof is delivered (as set forth herein below) to the responsible Owner. The notices required in this paragraph shall be delivered personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the Association.

E. Uniform Rate of Assessment: The Initiation, Transfer, Annual and Special Assessments (but not Limited Assessments) must be fixed at a uniform rate for non-exempt Lots.

F. Creation of Lien and Personal Obligation of Assessments: The Initiation, Transfer, Annual, Special and Limited Assessments, together with interest, late fees, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, late fees, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

G. Effect of Nonpayment of Assessments; Remedies of Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and the Owner shall be subject to a late fee equal to five percent (5%) of the unpaid Assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The provisions of this Paragraph G shall be in addition to any other enforcement rights of the Association, including, without limitation, the Association's right to suspend voting rights as set forth in Section 5 of this Article III, below.



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H. Certificate of Payment: The Association shall, upon written demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance unless corrected within ten (10) days.

I. Exempt Property: The following property, subject to this Declaration, shall be exempt from the Assessments created herein:

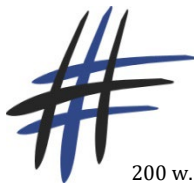
1. All Lots and other property expressly dedicated to and accepted by a local public authority;
2. All Lots and other property owned by the Association;
3. All Lots and other property owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

In lieu of paying Annual Assessments, Declarant will contribute, in a timely manner, nonrefundable monies to the Association in order to support budgeted or previously agreed to operating costs (excluding any amount for reserves) in excess of current Association operating revenues, so long as Declarant owns any Lots; provided, however that Declarant's obligation hereunder shall, at Declarant's option, cease at such time as Declarant's Class B membership shall be converted to Class A membership as set forth in Section 2, above or Declarant elects, by written notice to the Association to pay Annual Assessments pursuant to the provisions of this Section 3.

Section 4. Management: The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time.

Section 5. Powers of Association: The Association shall have all powers of a nonprofit corporation organized under the laws of the State of Idaho, subject only to such limitations as are expressly set forth in the Association's Articles of Incorporation and Bylaws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Association's Articles of Incorporation and Bylaws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities set forth in this Declaration. Without intending to limit the foregoing, the Association shall have the following powers:

- A. The power to levy and collect assessments as set forth in this Declaration.
- B. The power to enforce this Declaration on its own behalf, or on behalf of any Owners who consent thereto, and to maintain actions and suits to restrain and enjoin any breach or threatened breach of the Association's Articles of Incorporation and Bylaws, this Declaration or any rules or regulations adopted by the Board.
- C. The power to enforce penalties as more specifically provided in this Declaration.
- D. The power to adopt, amend, and repeal such rules and regulations as the Board deems reasonable and necessary as more particularly set forth in this Declaration.



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E. The power to employ such agents and independent contractors as the Board deems reasonable and necessary including, without limitation, attorneys, accountants and managers, on such terms and conditions as the Board may determine.

F. The power to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed ninety (90) days for each infraction of any of its published rules and regulations.

Section 6. Management Agreement: Declarant, for so long as it owns any Lots, and the Association thereafter, shall have the right, power and authority to enter into an agreement with a qualified management company to provide management services to the Association, which services may include, without limitation, general management of the affairs of the Association, maintenance of the Common Areas and facilities located thereon, and performance of any other obligation or responsibility of the Association set forth in this Declaration or in the Bylaws of the Association. Any such agreement shall be subject to such terms and conditions as Declarant or the Association, as the case may be, shall determine are appropriate in the sound exercise of their business judgment, and may have a term of up to two (2) years. The fees or other compensation to be paid any management company with whom the Declarant or Association has contracted shall be paid by the Association.

Section 7. Duties of Association: In addition to the duties delegated to it by the Association's Articles of Incorporation and Bylaws and this Declaration, without limiting the generality thereof, the Association or its authorized agents shall have the obligation to conduct all business affairs of the Association and to perform each of the following duties:

A. Perform, or provide for the performance of, the operation, maintenance and management of the Common Areas and Improvements located thereon, the exteriors of the buildings on the Properties and any other operation, maintenance and repair obligations as set forth in this Declaration.

B. To obtain and maintain for the Association the policies of insurance set forth in Article XII of this Declaration.

C. Maintenance of an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of the Common Areas and Improvements located thereon, the landscaping improvements and building exteriors, and any other Improvements and facilities which the Association is obligated to operate, maintain and/or repair.

Section 8. Liability of Board Members and Officers: Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officers, a manager or any other representative or employee of the Association, provided that said Board member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

ARTICLE IV: EASEMENTS

Section 1. General Drainage and Utility Easements: This Declaration shall be subject to all easements heretofore or hereafter granted and conveyed by Declarant for the installation and maintenance of utilities and drainage facilities and other easements that may be set forth on the Survey or contained in a separate instrument, or as may be required for the development of the Properties. An easement for joint



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trench utilities five (5) feet in width is hereby reserved adjacent to the southwesterly boundary of the Properties. In addition, Declarant hereby reserves to itself and for the benefit of the Association the right to grant additional easements and rights-of-way over the Properties, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Properties until close of escrow for the sale by Declarant of the last Lot in the Properties owned by Declarant.

Section 2. Specific Easements for Drainage Facilities: Drainage for the Properties, including Common Area and Lots, is provided by a system of permeable pavers, area drains, seepage beds, sand and grease traps and related facilities constructed in the locations depicted on the construction plans for the project, the purpose of which is to collect, store and dispose of drainage waters from the Lots and Common Area (the "Drainage System"). The Association shall be responsible for the operation, maintenance and repair of the Drainage System, the cost of which shall be included in the Annual and, as necessary, Special Assessments levied by the Association. In the event the surface area of any Lot is disturbed as a result of any maintenance and repair activities, the same shall be restored to the condition in which it existed prior to such repair and maintenance activity as soon as reasonably practical after completion of such repair or maintenance activity.

Section 3. Improvement of Drainage and Utility Easement Areas: The Owners of Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as may be shown on the Survey or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose.

Section 4. Common Driveway: Access to the Properties shall be provided by a common driveway and parking area located in an easement as depicted on the Survey (the "Common Driveway"). Declarant hereby grants and conveys a permanent cross easement across the Common Driveway, providing perpetual and indefeasible access rights for ingress and egress to each Lot. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the Lots taking access over them. The perpetual right of ingress and egress over and upon said Common Driveway may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties. Parking of motor vehicles on the Common Driveway is not permitted. The Association shall be responsible for the year around operation, maintenance and repair, including snow removal, of the Common Driveway, together with any associated storm drainage facilities, in accordance with the Storm Water System Operation and Maintenance Manual dated _____ prepared by _____, Inc., a copy of which shall be kept as a part of the Association's records. The cost of performing the Association's duties hereunder shall be included in the Annual and Special Assessments, as applicable, levied against all Lots. The provisions of this Section 4 are not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person who is not an Owner, user or occupant of a Lot.

Section 5. Guest Parking: Seven guest parking spaces are contained in the Common Area. Owners shall not park vehicles owned by them in the guest parking spaces except under such circumstances, if any, as may be permitted by the Board in its adopted rules and regulations. The use of the guest parking spaces shall in all events be subject to such rules and regulations adopted by the Board and shall otherwise be managed by the Board.

Section 6. Easements for Encroachments: If any part of an Improvement encroaches or shall hereafter encroach upon the Common Area or upon any adjoining Lot or Lots, an easement for such encroachment



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and for the maintenance of the same is hereby declared to exist, provided that such encroachment shall not having been willfully caused to exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Lots. Encroachments referred to herein shall include, without limitation, encroachments caused by engineering or surveying errors; settling, rising, or shifting of the earth; changes in position caused by construction, repair or reconstruction of any Improvements in accordance with approved plans; any encroachment due to any building overhangs or projections (including, without limitation, eaves, entry covers, porches, steps, stoops, decks, balconies, chimneys, bay windows, gables, trellises, cornices, siding, trim and other extensions of buildings and the like); and the placement of any mechanical equipment or utility facilities and the like.

Section 7. Easements of Access for Repair and Maintenance: The Declarant, the Association and each Owner shall have a blanket, perpetual easement and right of access over, across, in and to the Common Area and every Lot to be exercised from time to time and at reasonable hours as may be necessary to perform their respective maintenance and repair obligations as more fully set forth in this Declaration. Any damage caused to the Common Area or any other Lot or Improvement in the exercise of the rights granted hereunder shall be promptly repaired at the expense of the one causing such damage. The perpetual right of access over and upon said Lots and Common Area may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties.

Section 8. Easements for Other Common Facilities: Certain facilities and improvements designed for the common use or benefit of the Owners, such as, for example, landscaping, bicycle racks, picnic and/or gathering space, security lights, electrical and water meters, trash enclosures, drainage facilities, and fences have been constructed partially or entirely on one or more of the Lots. Declarant hereby reserves for itself and declares for the benefit of the Association and the Owners a permanent easement for the placement and installation of any such facilities and improvements and for the maintenance of the same. The Association shall be responsible for the operation, maintenance and repair of any such facilities, the cost of which shall be included in the Annual and Special Assessments, as applicable, levied against all Lots.

ARTICLE V: Reserved

ARTICLE VI: Reserved

ARTICLE VII: MAINTENANCE RESPONSIBILITY

Section 1. Association Responsibility: The Association shall be responsible to provide for the operation, maintenance, repair and replacement of the (a) Common Areas and any Improvements located thereon or otherwise described herein as being the Association's responsibility, including, without limitation, sidewalks, pathways, lighting, landscaping, sprinkler irrigation facilities, benches, mailboxes and other decorative elements located thereon, (b) the Common Driveway, including any related drainage facilities and snow removal, (c) all landscape plantings, trees, lawn area and sprinkler irrigation facilities located in the Properties, (d) all directional and community identification signage, (e) the exterior surfaces of the Dwelling Units, including roofs and walls, but excluding windows, doors, rear patios, front porches and private driveways; (f) any drainage areas, seepage beds and related facilities described in Article IV, Section 2, above, (g) any fencing located on the perimeter of the Properties; and (h) any other Improvement or element of the Properties described herein as being the Association's responsibility. Responsibility for maintenance of landscape plantings, trees and lawn areas as required in this Section 1 shall include responsibility for watering the same as needed to maintain them in a healthy



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condition, free from weeds and other noxious plant materials and for removal and replacement of diseased or dead trees, shrubs and other landscaping. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, invitees, tenants, employees, agents or contractors the costs of such maintenance or repairs shall be assessed to such Owner as set forth in Article III, Section 3, Paragraph D, above. Declarant hereby grants and conveys to the Association an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association.

Section 2. Owner's Responsibility: Each Owner shall at all times keep his or her Lot(s) and Improvements in good and attractive condition, in good repair, and in compliance with all applicable covenants and municipal ordinances, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to Section 1 above or any other provisions of this Declaration. In the event of damage or destruction of an Improvement by fire or other casualty, the owner must complete repair and/or replacement thereof within one hundred eighty (180) days of the damage or destruction, subject to reasonable delays caused by inclement weather. All such reconstruction shall first be approved by the Architectural Control Committee as provided in Article XI, below, and shall conform in all respects with the provisions of this Declaration, including, without limitation, all easements set forth or described herein.

Section 3. Failure of Owner to Maintain: If any Owner fails to properly perform his or her maintenance responsibility, the Association may, but is not obligated to, perform such maintenance responsibilities on behalf of such Owner and assess the Owner for a Limited Assessment in accordance with Article III, Section 3 of this Declaration; provided, however, that except when entry is required due to an emergency situation, the Association shall provide the Owner with at least fifteen (15) days prior written notice of the Owner's failure and an opportunity to cure the problem prior to entry.

ARTICLE VIII: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitation upon all present and future Owners of said Properties, or of any interest therein.

Section 1. Lot Use: Lots shall only be used for residential and such other purposes as are permitted in the Sarel Mitchell work-live-create district under the Development Code of Garden City, Idaho. No trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on any Lot except as are permitted in the Sarel Mitchell work-live-create district. Nothing in this Section 1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct improvements on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Dwelling Unit as a sales office or model home for purposes of sales in the Properties, or (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal, business or professional records or accounts in such Owner's residence.

Section 2. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Properties, except that two dogs not exceeding thirty (30) pounds in weight at maturity, two cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling Unit must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings.



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Section 3. Garbage and Refuse Disposal: No part of the Properties shall be used or maintained as a dumping ground for rubbish, recycling or other waste. All garbage, recycling and other waste shall be deposited in refuse and recycling container which will provided by the association. Any equipment for the storage or disposal of such material must be used and maintained in accordance with all applicable laws, ordinances and regulations.

Section 4. Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots and any changes in such lighting must be approved in advance by the Architectural Control Committee.

Section 5. Residing in Vehicles and Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.

Section 6. Antennas: Antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on any Lot except as may be approved by the Architectural Control Committee in accordance with applicable local, state and federal law.

Section 7. Vehicular Charging Facilities: Nothing contained in this Declaration shall be construed to prevent the installation of vehicular charging facilities by an Owner; provided, however, that if any such facilities are located on the exterior of any building, the same must be approved, in advance, by the Architectural Control Committee as to design, materials, color, and location.

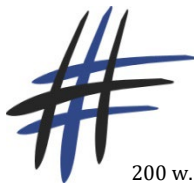
Section 8. Rental Restrictions: Subject to the provisions of Article III, Section 6, above, an Owner shall be entitled to rent or lease his or her Dwelling Unit for no less than a 30-day term, subject to the following:

A. Written Rental Agreements. A written rental or lease agreement is required specifying that: (i) the tenant shall be subject to all provisions of this Declaration and the Association's Bylaws and any rules and regulations adopted by the Association, and (ii) failure to comply with any provision of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association shall constitute a default under the rental agreement.

B. Tenant Must Be Given Documents. The Owner must give each tenant a copy of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association.

C. Owner Responsibility. The Owner shall be responsible for any violations by his/her tenants of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association and shall be solely responsible for either correcting or eliminating such violations. The Owner's responsibility as herein contemplated shall include total financial responsibility for his/her tenant's conduct.

Section 9. Fences: No fences shall be constructed on any Lot except as may be approved, in advance, by the Architectural Control Committee as to design, materials, color, height and location. No existing fence may be removed except with the prior approval of the Architectural Control Committee.



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Section 10. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot.

Section 11. Signs: No sign of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Properties or carried by any person or by any other means displayed within the Properties except as are in conformance with the ordinances, rules and regulations of Garden City and as provided below:

A. "For Sale" or "For Rent" Signs. An Owner may erect one (1) sign not exceeding three (3) feet by three (3) feet in dimension, fastened only to a stake in the ground and extending not more than six (6) feet above the surface of the ground advertising the property for sale or rent.

B. Declarant's Signs. Signs or billboards may be erected by Declarant and are exempt from the provisions of this Section.

C. Identification Signs. Signs, monumentation or billboards may be erected by Declarant to identify the Properties, with approval from the local jurisdictional authority, if applicable.

D. Commercial Vehicle Emblems. Vehicles displaying commercial emblems may be kept or parked on the Properties only as provided in Section 13, below.

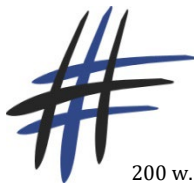
Section 12. Subdividing: No Lot may be subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.

Section 13. Parking Rights: No motor vehicles, campers, boats, boat trailers, recreational vehicles, recreational trailers, or other non-passenger vehicles, equipment, implements, or accessories may be stored or kept on the Properties at any time except inside the Owners garage; provided, however, that boats, trailers, campers, motor homes and similar recreational vehicles may be parked for a period not to exceed two(2) hours while in immediate use by an Owner or occupant, being prepared for use, or being prepared for storage after use.

Section 14. Mail Boxes: Mail boxes shall be provided for each Dwelling Unit in a cluster box to be constructed and located by Declarant. All such mailbox facilities shall be maintained by the Association.

Section 15. Exterior Holiday Decorations: In commemoration or celebration of publicly observed holidays, lights or decorations may be displayed provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners or occupants by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations that are not permanent fixtures of the Dwelling Units or have been properly approved as permanent improvements by the Architectural Control Committee may be installed thirty (30) days prior to the holiday celebration and shall be removed within thirty (30) days after the holiday has ended.

Section 16. Porches, Patios, Decks and Balconies: No porch, patio, deck or balcony constructed with or on any Dwelling Unit may be altered or enclosed unless first approved by the Architectural Control Committee. All porches, patios, decks and balconies shall be kept in a neat and attractive condition. No



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porch may be used for the storage of an Owner's or occupant's personal property, including, without limitation, bicycles; provided, however, that outdoor furniture, potted plants and other décor may be kept for use thereon.

ARTICLE IX: BUILDING RESTRICTIONS

Section 1. Building Restrictions: No Improvement shall be erected, altered, placed or permitted to remain on any Lot other than those which have been approved by the Architectural Control Committee in accordance with the provisions of Article XI, below.

Section 2. Setbacks: All improvements must be constructed or maintained on a Lot within the minimum building setbacks as required by the City of Garden City.

Section 3. Landscaping: Each Lot shall be fully landscaped in accordance with a landscape plan approved by the Architectural Control Committee in accordance with the provisions of Article XI, below. No changes may be made to any landscaping unless approved in writing by the Architectural Control Committee.

Section 4. Grading and Drainage: The Owner of any Lot within the Properties in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of local code or by the Association shall maintain and repair all graded surfaces and erosion control prevention devices, retaining walls, drainage structures, means or devices and plantings and ground cover installed or completed thereon which are not the responsibility of a public agency. Each Owner shall be responsible to assure that the finished grade and elevation of his Lot is properly constructed so as to prevent the migration or accumulation thereon of drainage waters from the Common Area or any other Lots within the Properties except to the extent contemplated by the provisions of Article IV, Section 2, above. The Declarant shall have no liability or responsibility for any damages which may be caused as a result of the failure of an Owner to comply with the provisions of this Section.

ARTICLE X: DWELLING UNIT PARTY WALLS

Section 1. Creation; Use Rights: Each of the Dwelling Units constructed upon the Lots will include party walls, being the common walls between two Dwelling Units. Such party walls are intended to be constructed upon the Lot boundary lines separating adjoining Lots. To the extent any party wall exists, encroaches or overlaps upon a Lot, there is hereby created a common reciprocal easement for the location of such party wall. Each Owner shall have the right to use the surface of any party wall contained within the interior of the Owner's Dwelling Unit, provided that an Owner shall not drive, place or cause to be driven or placed any nail, bolt, screw or other object into a party wall which penetrates the surface of such party wall more than one inch. The Owner shall respectively own to the centerline of any party wall.

Section 2. General Rules of Law to Apply: Each wall which is built as a part of the original construction of the units upon the property and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 3. Sharing of Repair and Maintenance: The cost of the reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, proportioned to such use. Such party wall shall be maintained in good condition by the Owners thereof, free of structural defects and using reasonable care to avoid injury to the adjoining property.



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Section 4. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. Notwithstanding any other provisions of this paragraph, an Owner who by negligent or willful act or acts causes a party wall to be damaged and/or exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and/or repair to such party wall.

Section 5. Right to Contribution Runs with Land: The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owners, successors entitled.

ARTICLE XI: ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Declarant for so long as it owns any Lot and thereafter consisting of the members of the Board.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

A. Site Plan: A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.



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B. Building Plan: A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.

C. Landscape Plan: A complete landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walk ways.

Section 4. Rules and Regulations/Design Guidelines: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such design guidelines as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations and design guidelines may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations or design guidelines shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the official records where this Declaration is recorded. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it effect in any way the Owner's obligation to comply with all governmental laws and regulations effecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 7. Waiver: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not



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be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 8. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 9. Governmental Approvals: Approval by the Architectural Control Committee shall not imply that Improvements meet any applicable federal, state and/or local laws and ordinances, and does not assure approval of the Improvements by any governmental or quasi-governmental agency, board or commission. All Owners shall insure that such Improvements meet any and all applicable federal, state and/or local laws and ordinances and have been properly approved and, once approved, the Owner shall be responsible for the completion of the approved Improvements and acceptance thereof by federal, state and/or local authorities.

Section 10. Certification by Secretary: The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefore by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the Office of the County Recorder where this Declaration is recorded, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 11. Exemption of Declarant: The Declarant and any entity affiliated with Declarant shall be exempt from the requirements of this Article XI. For purposes of this Section, an entity affiliated with Declarant shall be deemed to include any entity owned by Declarant, any entity which owns Declarant, and any entity which shares any common ownership with Declarant.

ARTICLE XII: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A. A multi-peril-type policy covering any Common Area improvements, providing at a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private



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institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B. A comprehensive policy of public liability insurance with limits of liability of at least \$1,000,000 for bodily injury and property damage covering all of the Common Areas. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use.

C. Liability insurance affording coverage for the acts, errors and omissions of its directors, officers, agents and employees, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board in such amount as may be reasonable in the premises.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the State of Idaho.

Section 4. Owner's Insurance: Each owner shall obtain multi-peril casualty and public liability insurance on his Dwelling Unit and its contents at his own expense.

ARTICLE XIII: CONDEMNATION

If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof all compensation, damages, or other proceeds therefrom shall be payable to the Owners in accordance with their ownership interests.

ARTICLE XIV: Reserved

ARTICLE XV: GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner (including Declarant) or the Owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at



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law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$100 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein, provided that: (a) a majority vote by the Board shall be required prior to imposing any fine on an Owner for a violation of any of the restrictions, conditions or covenants contained in this Declaration; (b) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (c) in the event the Owner begins resolving the violation prior to the meeting, no monetary penalty shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (d) no portion of any monetary penalty may be used to increase the remuneration of any member of the Board or agent of the Board. Any Owner desiring to challenge or contest the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall be levied and collected by the Association as a Limited Assessment as provided in Article III, Section 3, above. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, the prevailing party therein shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorney fees and costs so incurred shall be added to and become a part of the Assessment to which such Owner's Lot is subject.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each; provided, however, that except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may, at any time, be amended or terminated by an instrument signed by members entitled to cast not less than sixty-six and two thirds percent (66.2/3%) of the votes of membership in the Association; and further provided that no amendment or modification of this Declaration shall be effective to amend, modify, replace, repeal or terminate any rights, powers, reservations, authorities or easements reserved or granted to Declarant herein without the express written consent of Declarant; and further provided that Declarant, acting alone, may amend this Declaration at any time that Declarant owns any real property subject hereto. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other person, corporation or other entity which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or other entity evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.



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Section 5. Dispute Resolution: Any dispute arising out of or relating to any provision of this Declaration between or among any Owners or between or among any Owner, the Association and/or the Declarant, shall be submitted to mediation pursuant to the provisions of Title 9, Chapter 8, Idaho Code and Idaho Rule of Civil Procedure 37.1, as amended or re-codified from time to time, before any litigation may be commenced thereon.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed this ____ day of _____, 2024.

DECLARANT: _____ – verify signature block

By: _____

STATE OF IDAHO)

: ss

County of Ada)

On this ____ day of _____, 2024, before me, a notary public, personally appeared _____ known or identified to me to be, the trust that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said trust and acknowledged to me that such trust 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.

Notary Public for Idaho
Residing at
My Commission Expires

EXHIBIT A

Legal Description of Properties
(to be attached)



OWNER'S POLICY OF TITLE INSURANCE

Policy Number OX-12773827

Issued by Old Republic National Title Insurance Company

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

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to-
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued By:

Pioneer Title Company of Ada County
8151 W. Rifleman Street
Boise, ID 83704

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(512) 371-1111

An authorized Agent of:
Old Republic National Title Insurance Company

Authorized Signatory

By

President

Attest

Secretary

COVERED RISKS Continued

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

CONDITIONS AND STIPULATIONS Continued

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

CONDITIONS AND STIPULATIONS Continued

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

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

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

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

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

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

9. LIMITATION OF LIABILITY

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

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

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

CONDITIONS AND STIPULATIONS Continued

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



Owner's Policy

Policy Issuing Agent For:
Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401

File No.: 678487

Policy No.: OX-12773827

Date of Policy: May 15, 2019 at 2:18PM

Amount of Insurance: \$540,000.00

Address Reference: 203 West 37th Street, Garden
City, ID 83714

Premium: \$1,914.00

Endorsement Premium: \$0.00

Schedule A

1. Name of Insured:

DCC Commercial Properties, LLC

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

FEE SIMPLE

3. Title is vested in:

DCC Commercial Properties, an Idaho limited liability company

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

See Exhibit A attached hereto and made a part hereof.

Schedule B

EXCEPTIONS FROM COVERAGE

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

1. Rights or claims of parties on possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matter contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

1. General taxes for the year 2019, which are liens and are not yet due and payable.
Parcel No.: 06 R2734511605
Parcel No.: 06 R2734511610
Parcel No.: 06 R2734511720
Parcel No.: 06 R2734511725
Parcel No.: 06 R2734511730
2. Sewer charges and special assessments, if any, for the City of Garden City.
Fax: (208) 472-2996
PAID CURRENT
3. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Fairview Acres Water Users Association
Ph: (208) 631-2017
PAID CURRENT

4. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Electric Investment Company
Recorded: May 2, 1916
Instrument No.: 64076 in Book 5 Misc. at Page 262
5. Reservations contained in an instrument
Document: Corporation Warranty Deed
Dated: January 30, 1946
Executed by: Home Finance Co., Inc., a corporation
Recorded: February 11, 1946
Instrument No.: 245476 in Book 292 Deeds at Page 171
As Follows: "Excepting and reserving from this conveyance and the premises hereby granted all water rights pertaining to or connected with the lands hereby conveyed, and all water and water rights and ditch rights used on said lands or in connection therewith and also all underground waters heretofore appropriated or which may be hereafter appropriated at or upon such land or for the irrigation of such land."
6. Reservations contained in an instrument
Document: Corporation Warranty Deed
Dated: March 26, 1948
Executed by: Home Finance Co., Inc., a corporation
Recorded: May 3, 1948
Instrument No.: 274930 in Book 316 Deeds at Page 317
As Follows: "Excepting and reserving from this conveyance and the premises hereby granted all water rights pertaining or connected with the lands hereby conveyed, and all water and water rights and ditches and ditch rights used on said lands or in connection therewith and also all underground waters heretofore appropriated or which may be hereafter appropriated at or upon such land or for the irrigation of such land."
7. Reservations contained in an instrument
Document: Corporation Warranty Deed
Dated: July 23, 1948
Executed by: Home Finance Co., Inc., a corporation
Recorded: June 8, 1951
Instrument No.: 31877
As Follows: "Excepting and reserving from this conveyance and the premises hereby granted all water rights pertaining to or connected with the lands hereby conveyed, and all water and water rights and ditches and ditch rights used on said lands or in connection therewith and also all underground waters heretofore appropriated or which may be hereafter appropriated at or upon such land or for the irrigation of such land."
8. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: State of Idaho
Recorded: January 23, 1990
Instrument No.: 9004273
Affects: Lot 6 Blk 5

Owner's Policy
File No.: 678487

Policy No.: OX-12773827

9. The Land described in this report or policy shall not be deemed to include any house trailer, mobile home or mobile dwelling on the subject property.
10. Unrecorded Leaseholds, if any, rights of parties in possession other than the vestees herein, rights of secured parties under financing statements as to personal property located on the premises herein and the rights of tenants to remove trade fixtures.
11. A Deed of Trust to secure an indebtedness \$540,000.00 as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: May 15, 2019

Grantor: DCC Commercial Properties, LLC, an Idaho limited liability company

Trustee: Pioneer Title Company of Canyon County

Beneficiary: Mark Jones

Recorded: May 15, 2019

Instrument No.: 2019-040596

END OF EXCEPTIONS

EXHIBIT A

PARCEL I:

Lot 6 in Block K of Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho.

Except the following:

A parcel of land being on the Northwestern side of the centerline of the Orchard Street Extension, Project No. I-184-1(7)4 Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of Lot 6, Block K, Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho, lying and being situate in Section 5, Township 3 North, Range 2 East, Boise Meridian, described as follows, to-wit:

Beginning at the most Easterly corner of Lot 6, Block K of said Fairview Acres Subdivision No. 2 and being Northwesternly and radially 40.04 feet from Station 15+76.54 of said Orchard Street Extension, Project No. I-184-1(7)4 Highway Survey; thence
South 44°43'40" West (shown of record to be South 44°16' West) along the Southeasterly line of said Lot 6 a distance of 100.0 feet to the most Southerly corner of said Lot 6 and being Northwesternly and radially 56.29 feet from Station 14+80.67 of said Orchard Street Extension Survey; thence
North 45°16'58" West (shown of record to be North 45°44' West) along the Southwesterly line of said Lot 6 a distance of 14.86 feet to a point Northwesternly and radially 70.88 feet from Station 14+83.39 of said Orchard Street Extension Survey; thence
North 36°08'43" East 101.14 feet to a point in the Northeasterly line of said Lot 6 and being Northwesternly and radially 69.73 feet from Station 15+80.38 of said Orchard Street Extension Survey; thence
South 45°16'58" East (shown of record to be South 45°44' East) along said Northeasterly line 29.96 feet to the PLACE OF BEGINNING.

PARCEL II:

Lot 7 in Block K of Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho.

Excepting Therefrom:

A parcel of land being on the Northwestern side of the centerline of the Orchard Street Extension, Project No. I-184-1(7)4 Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of Lot 7, Block K, Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada

County, Idaho, lying and being situate in Section 5, Township 3 North, Range 2 East, Boise Meridian, described as follows, to-wit:

Beginning at the most Easterly corner of Lot 7, Block K of said Fairview Acres Subdivision No. 2 and being Northwesterly and radially 56.29 feet from Station 14+08.67 of said Orchard Street Extension, Project No. I-184-1(7)4 Highway Survey; thence South 44°43'40" West (shown of record to be South 44°16' West) along the Southeasterly line of said Lot 7 a distance of 100.0 feet to the most Southerly corner of said Lot 7 and being Northwesterly and radially 78.22 feet from Station 13+86.94 of said Orchard Street Extension Survey; thence North 36°16'27" East 101.10 feet to a point in the Northeasterly line of said Lot 7 and being Northwesterly and radially 70.88 feet from Station 14+83.39 of said Orchard Street Extension Survey; thence South 45°16'58" East (shown of record to be South 45°44 East) along said Northeasterly line 14.86 feet to the PLACE OF BEGINNING.

PARCEL III:

The East half of Lot 28 in Block K of Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho.

PARCEL IV:

The West half of Lot 28 in Block K of Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho.

PARCEL V:

The East half of Lot 29 in Block K of Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho.



5680 E. Franklin Rd., Ste. 150
Nampa, ID 83687

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


File No. 678487 CH/MA

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 VICTORIA BAILEY
PIONEER TITLE COMPANY OF ADA COUNTY

2019-040595
05/15/2019 02:18 PM
\$15.00

WARRANTY DEED

For Value Received Reese Real Estate and Investment Company, Inc., a Utah corporation
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

 DCC Commercial Properties, LLC, an Idaho limited liability company
hereinafter referred to as Grantee, whose current address is 5119 Briarcrest Drive
Nampa ID 83686

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 14, 2019

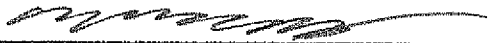
Reese Real Estate and Investment Company Inc...



Richard N. Reese, President

State of Utah, County of Salt Lake

This record was acknowledged before me on May 14, 2019 by Richard Reese, as President of Reese Real Estate and Investment Company, Inc.


Signature of notary public

Commission Expires: October 1, 2022

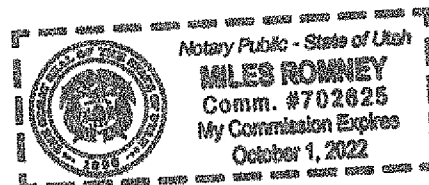


EXHIBIT A

PARCEL I:

Lot 6 in Block K of Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho.

Except the following:

A parcel of land being on the Northwestern side of the centerline of the Orchard Street Extension, Project No. I-184-1(7)4 Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of Lot 6, Block K, Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho, lying and being situate in Section 5, Township 3 North, Range 2 East, Boise Meridian, described as follows, to-wit:

Beginning at the most Easterly corner of Lot 6, Block K of said Fairview Acres Subdivision No. 2 and being Northwesterly and radially 40.04 feet from Station 15+76.54 of said Orchard Street Extension, Project No. I-184-1(7)4 Highway Survey; thence
South 44°43'40" West (shown of record to be South 44°16' West) along the Southeasterly line of said Lot 6 a distance of 100.0 feet to the most Southerly corner of said Lot 6 and being Northwesterly and radially 56.29 feet from Station 14+80.67 of said Orchard Street Extension Survey; thence
North 45°16'58" West (shown of record to be North 45°44' West) along the Southwesterly line of said Lot 6 a distance of 14.86 feet to a point Northwesterly and radially 70.88 feet from Station 14+83.39 of said Orchard Street Extension Survey; thence
North 36°08'43" East 101.14 feet to a point in the Northeasterly line of said Lot 6 and being Northwesterly and radially 69.73 feet from Station 15+80.38 of said Orchard Street Extension Survey; thence
South 45°16'58" East (shown of record to be South 45°44' East) along said Northeasterly line 29.96 feet to the PLACE OF BEGINNING.

PARCEL II:

Lot 7 in Block K of Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho.

Excepting Therefrom:

A parcel of land being on the Northwestern side of the centerline of the Orchard Street Extension, Project No. I-184-1(7)4 Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of Lot 7, Block K, Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho, lying and being situate in Section 5, Township 3 North, Range 2 East, Boise Meridian, described as follows, to-wit:

Beginning at the most Easterly corner of Lot 7, Block K of said Fairview Acres Subdivision No. 2 and being Northwesterly and radially 56.29 feet from Station 14+08.67 of said Orchard Street Extension, Project No. I-184-1(7)4 Highway Survey; thence South 44°43'40" West (shown of record to be South 44°16' West) along the Southeasterly line of said Lot 7 a distance of 100.0 feet to the most Southerly corner of said Lot 7 and being Northwesterly and radially 78.22 feet from Station 13+86.94 of said Orchard Street Extension Survey; thence North 36°16'27" East 101.10 feet to a point in the Northeasterly line of said Lot 7 and being Northwesterly and radially 70.88 feet from Station 14+83.39 of said Orchard Street Extension Survey; thence South 45°16'58" East (shown of record to be South 45°44 East) along said Northeasterly line 14.86 feet to the PLACE OF BEGINNING.

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PARCEL V:

The East half of Lot 29 in Block K of Fairview Acres Subdivision No. 2, according to the plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho.



21 November 2022

Jeff Hatch
Hatch Design Architecture
200 W 36th St
Boise, ID 83714


Subject: Natural Hazard and Resource Analysis

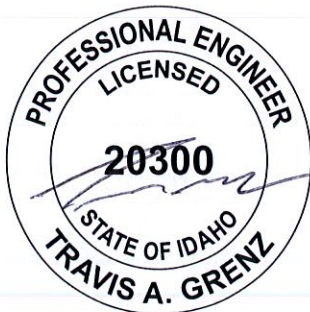
Dear Jeff:

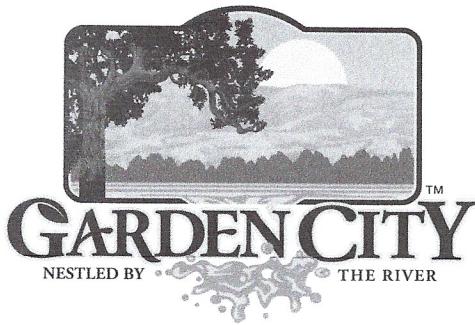
This letter is in regard to the proposed Reese Townhomes located at 202-204 W 36th St. in Garden City Idaho. The project location was carefully reviewed and found to be no known natural hazard or resources.

Sincerely,
HECO Engineers

By:


Travis Grenz, PE
Project Engineer





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

Affidavit of Legal Interest

State of Idaho)
)SS
County of Ada)

I, Heaven deBella, 200 W 36th
Name (must be primary owner as noted in Ada County Assessor's records) Address
Garden City, ID 83714
City State and Zip

Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission
to Jeff Hatch, 202-204 west 36th street
Name (applicant) Project Address
to submit the accompanying application pertaining to that property.
2. I agree to indemnify, defend and hold the City of Garden City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
3. I hereby grant permission to City of Garden City staff to enter the subject property for the purpose of site inspections related to processing said applications.

Dated this 17th day of August, 2022

[Signature]
Signature (must be primary owner, registered agent, or otherwise have legal authority to sign on behalf of primary owner)

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

RACHEL ROWE
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 20212871
MY COMMISSION EXPIRES 6-14-2027

[Signature]
Notary Public for Idaho

Residing at: Boise, ID

My Commission expires 6-14-2027



CITY OF GARDEN CITY

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

Chief Romeo Gervais
Boise Fire Department
333 Mark Stall Place
Boise, Idaho 83704-0644

January 25, 2024

Subject: Ability to Provide Fire Flows

Fire Flow Information:

Address fire flow requested for: 205 W 37th Street

Fire hydrant serving this address: #1022

Fire flow Garden City is able to provide is 1250 gpm at 20 psi residual for 2 hours.

Sprinkler System Design Information:

Static pressure: 60 psi

Residual pressure: 20 psi

Minimum flow at residual pressure: 1250 gpm

For questions please contact the Garden City permitting desk at 472-2921.

Sincerely,

Chad Vaughn

Garden City Public Works Water Division

cc:
Applicant
File



ABILITY TO SERVE REQUEST

Permit info: TATSFY2024-0012

Application Date: 4/18/2024 Rec'd by: CW

FOR OFFICE USE ONLY

6015 Glenwood Street ■ Garden City, Idaho 83714 ■ Phone 208/472-2921 ■ Fax 208/472-2996

CONTACT INFORMATION:

Company: Hatch Design Architecture Name: Jeff Hatch E-mail: jeff@hatchda.com
 Address: 200 W. 36th Street City: Boise State: ID Zip: 83714
 Office Phone: 208-475-3204 Cell: 208-412-9250 Fax: 208-475-3205

SITE INFORMATION

Project Description: Town home Development

Project Street #205 Street Name: West 37th Street

Subdivision: Fairview Acres No. 2 Lot: 7, 28, 29 Block: K Parcel # R2734511720, R2734511725, R2734511730, R2734511610

Number of Units 1

Water Service Connection: 5/8" 1" 1.5" 2" 3" 4" 6" N/A

Sewer Connection Y X N ---

Fire Suppression Service Connection to City Main: 4" Sprinkler 6" Sprinkler 8" Sprinkler
Hydrant

FOR NEW COMMERCIAL / TI COMMERCIAL PROJECTS ONLY

Fixtures:	Number of Existing	Number of New	Fixtures:	Number of Existing	Number of New	Restaurants
Bathtub or Combination Bath/Shower	0	0	Sinks/Bar	0	0	Please provide square footage area for all seating:
3/4" Bathtub Fill Valve	0	0	Sinks/Clinic Faucet	0	0	
Bidet	0	0	Sinks/Clinic Flushometer Valve with or without faucet	0	0	Indoor
Clothes washer	0	1	Sinks/Special Purpose 1-1/2"	0	0	Outdoor
Dental Unit, cuspidor	0	0	Sinks/Special Purpose 2"	0	0	Bar
Dishwasher, domestic	0	0	Sinks/Special Purpose 3"	0	0	Banquet
Drinking Fountain or Watercooler	0	0	Sinks/Kitchen, domestic	0	0	Other
Food-Waste-Grinder, commercial	0	0	Sinks/Laundry	0	0	
Floor Drain	0	2	Sinks/Service or Mop Basin	0	0	
Hose Bibb	0	1	Sinks/Washup, each set of faucets	0	0	
Hose Bibb, each additional	0	0	Sinks/Service, flushing rim 3"	0	0	
Shower, single-head trap	0	0	Washfountain	0	0	
Multi-head, each additional	0	0	Urinal, 1.0 GPF or greater than 1.0 GPF	0	0	
Lavatory	0	1	Washfountain, circular spray	0	0	
Lavatory, in sets of two or three	0	0	Water Closet, 1.6 GPF Gravity Tank/Flushometer Tank/Flushometer Valve	0	0	
Lawn Sprinkler, each head	0	10	Water Closet, greater than 1.6 GPF Gravity Tank/Flushometer Valve	0	0	

The applicant is responsible to **submit 2 copies and a digital copy** of the following information for Ability To Serve Letter:

1. Fire system description & copy of approval from fire department.
2. Site plan
3. Sewer line connection or addition description-detail.
4. Fire Flow Letter

The submittal of the above information does not guarantee that an "Ability to Serve" letter will be issued. Public Works shall conduct a review of the submitted information. There may be a request for additional information as necessary. Please contact Garden City Public Works with further questions.

Applicants Signature: [Signature] **DATE:** 24-04-15

Re: Reese Townhomes - Irrigation

Wee Boise <weeboise@gmail.com>

Tue 4/16/2024 2:52 PM

To: Steve Thiessen <steve@hatchda.com>

Cc: Jason Jones <jj@weeboise.com>

Thanks Steve, I've reviewed the plans, and Fairview Acres has no problem with the proposal for Reese Townhomes, and the changes to the lateral along and through the property. Let me know if you need anything else or have any other questions. Thanks

Jason Jones

On Apr 16, 2024, at 2:42 PM, Steve Thiessen <steve@hatchda.com> wrote:

Good afternoon Jason,

I am just following up on the irrigation ditch on the Reese site. I spoke with Jeff and he would prefer pipe the ditch through the site. The majority of it is already under ground. We just need a response stating that you have reviewed the proposed site plan.

Thank you,
Steve

Steve Thiessen, AIT

[Hatch Design Architecture](#)

200 w. 36th Street

Boise, ID 83714

O: [208-475-3204](tel:208-475-3204) ex 5 D: [208-370-5992](tel:208-370-5992)

C: [208-598-5032](tel:208-598-5032) F: [208-475-3205](tel:208-475-3205)

E: steve@hatchda.com

This communication may contain information that is privileged, confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is strictly prohibited. If this communication was received in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. ©2024

From: Steve Thiessen <steve@hatchda.com>

Sent: Wednesday, February 28, 2024 11:23 AM

To: Jason Jones <jj@weeboise.com>

Subject: Re: Reese Townhomes - Irrigation

Good morning Jason,

We are working on the DR application for Reese Townhomes at 204 W 36th St. Please see the attached site plan markup and vicinity map. We would propose tiling the ditch through



**MATERIALS
TESTING &
INSPECTION**

AN ATLAS COMPANY

☐ Environmental Services

☒ Geotechnical Engineering

☐ Construction Materials Testing

☐ Special Inspections

GEOTECHNICAL ENGINEERING REPORT
of
DCC Commercial
200 Block of 36th Street and 37th Street
Garden City, ID

Prepared for:

Hatch Design and Architecture
6126 West State Street
Boise, ID 83703

MTI File Number B190692g

☐ Environmental Services ☐ Geotechnical Engineering ☐ Construction Materials Testing ☐ Special Inspections

Mr. Jeff Hatch
Hatch Design and Architecture
6126 West State Street
Boise, ID 83703
208-412-9250

Re: Geotechnical Engineering Report
DCC Commercial
200 Block of 36th Street and 37th Street
Garden City, ID

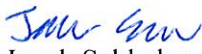
Dear Mr. Hatch:

In compliance with your instructions, MTI has conducted a soils exploration and foundation evaluation for the above referenced development. Fieldwork for this investigation was conducted on 22 April 2019. Data have been analyzed to evaluate pertinent geotechnical conditions. Results of this investigation, together with our recommendations, are to be found in the following report. We have provided a PDF copy for your review and distribution.

Often, questions arise concerning soil conditions because of design and construction details that occur on a project. MTI would be pleased to continue our role as geotechnical engineers during project implementation. Additionally, MTI can provide materials testing and special inspection services during construction of this project. If you will advise us of the appropriate time to discuss these engineering services, we will meet with you at your convenience.

MTI appreciates this opportunity to be of service to you and looks forward to working with you in the future. If you have questions, please call (208) 376-4748.

Respectfully Submitted,
Materials Testing & Inspection


Jacob Schlador, P.E.
Geotechnical Engineer




Reviewed by: Monica Saculles, P.E.
Senior Geotechnical Engineer

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INTRODUCTION

This report presents results of a geotechnical investigation and analysis in support of data utilized in design of structures as defined in the 2015 International Building Code (IBC). Information in support of groundwater and stormwater issues pertinent to the practice of Civil Engineering is included. Observations and recommendations relevant to the earthwork phase of the project are also presented. Revisions in plans or drawings for the proposed structures from those enumerated in this report should be brought to the attention of the soils engineer to determine whether changes in the provided recommendations are required. Deviations from noted subsurface conditions, if encountered during construction, should also be brought to the attention of the soils engineer.

Project Description

The proposed development is in the southeastern portion of the City of Garden City, Ada County, ID, and occupies portions of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 3 North, Range 2 East, Boise Meridian. This project will consist of the demolition of existing structures and construction of a combination of one to two story residential and industrial structures, to be developed with spread/continuous footings and concrete floor slabs. Total settlements are limited to 1 inch. Loads of up to 4,000 pounds per lineal foot for wall footings, and column loads of up to 50,000 pounds were assumed for settlement calculations. Additionally, assumptions have been made for traffic loading of pavements. Retaining walls are not anticipated as part of the project. MTI has not been informed of the proposed grading plan.

Authorization

Authorization to perform this exploration and analysis was given in the form of a written authorization to proceed from Mr. Jeff Hatch of Hatch Design and Architecture to Monica Saculles of Materials Testing and Inspection (MTI), on 16 April 2019. Said authorization is subject to terms, conditions, and limitations described in the Professional Services Contract entered into between Hatch Design and Architecture and MTI. Our scope of services for the proposed development has been provided in our proposal dated 15 April 2019 and repeated below.

Purpose

The purpose of this Geotechnical Engineering Report is to determine various soil profile components and their engineering characteristics for use by either design engineers or architects in:

- Preparing or verifying suitability of foundation design and placement
- Preparing site drainage designs
- Indicating issues pertaining to earthwork construction
- Preparing light and heavy duty pavement section design requirements

Scope of Investigation

The scope of this investigation included review of geologic literature and existing available geotechnical studies of the area, visual site reconnaissance of the immediate site, subsurface exploration of the site, field and laboratory testing of materials collected, and engineering analysis and evaluation of foundation materials.

Warranty and Limiting Conditions

MTI warrants that findings and conclusions contained herein have been formulated in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology only for the site and project described in this report. These engineering methods have been developed to provide the client with information regarding apparent or potential engineering conditions relating to the site within the scope cited above and are necessarily limited to conditions observed at the time of the site visit and research. Field observations and research reported herein are considered sufficient in detail and scope to form a reasonable basis for the purposes cited above.

Exclusive Use

This report was prepared for exclusive use of the property owner(s), at the time of the report, and their retained design consultants ("Client"). Conclusions and recommendations presented in this report are based on the agreed-upon scope of work outlined in this report together with the Contract for Professional Services between the Client and Materials Testing and Inspection ("Consultant"). Use or misuse of this report, or reliance upon findings hereof, by parties other than the Client is at their own risk. Neither Client nor Consultant make representation of warranty to such other parties as to accuracy or completeness of this report or suitability of its use by such other parties for purposes whatsoever, known or unknown, to Client or Consultant. Neither Client nor Consultant shall have liability to indemnify or hold harmless third parties for losses incurred by actual or purported use or misuse of this report. No other warranties are implied or expressed.

Report Recommendations are Limited and Subject to Misinterpretation

There is a distinct possibility that conditions may exist that could not be identified within the scope of the investigation or that were not apparent during our site investigation. Findings of this report are limited to data collected from noted explorations advanced and do not account for unidentified fill zones, unsuitable soil types or conditions, and variability in soil moisture and groundwater conditions. To avoid possible misinterpretations of findings, conclusions, and implications of this report, MTI should be retained to explain the report contents to other design professionals as well as construction professionals.

Since actual subsurface conditions on the site can only be verified by earthwork, note that construction recommendations are based on general assumptions from selective observations and selective field exploratory sampling. Upon commencement of construction, such conditions may be identified that require corrective actions, and these required corrective actions may impact the project budget. Therefore, construction recommendations in this report should be considered preliminary, and MTI should be retained to observe actual subsurface conditions during earthwork construction activities to provide additional construction recommendations as needed.

Since geotechnical reports are subject to misinterpretation, **do not** separate the soil logs from the report. Rather, provide a copy of, or authorize for their use, the complete report to other design professionals or contractors. Locations of exploratory sites referenced within this report should be considered approximate locations only. For more accurate locations, services of a professional land surveyor are recommended.

This report is also limited to information available at the time it was prepared. In the event additional information is provided to MTI following publication of our report, it will be forwarded to the client for evaluation in the form received.

Environmental Concerns

Comments in this report concerning either onsite conditions or observations, including soil appearances and odors, are provided as general information. These comments are not intended to describe, quantify, or evaluate environmental concerns or situations. Since personnel, skills, procedures, standards, and equipment differ, a geotechnical investigation report is not intended to substitute for a geoenvironmental investigation or a Phase II/III Environmental Site Assessment. If environmental services are needed, MTI can provide, via a separate contract, those personnel who are trained to investigate and delineate soil and water contamination.

SITE DESCRIPTION

Site Access

Access to the site may be gained via Interstate 184 to the Curtis Road exit. Proceed north on Curtis Road approximately 1.0 mile to its intersection with Chinden Boulevard. From this intersection, proceed east 0.6 mile to 36th Street. Continue south on 36th Street for approximately 0.2 mile, where the site resides on the west side of 36th Street. Presently the site exists as several trailer park structures and a sprinkler store with an associated demonstration area. The location is depicted on site map plates included in the **Appendix**.

Regional Geology

The project site is located within the western Snake River Plain of southwestern Idaho and eastern Oregon. The plain is a northwest trending rift basin, about 45 miles wide and 200 miles long, that developed about 14 million years ago (Ma) and has since been occupied sporadically by large inland lakes. Geologic materials found within and along the plain's margins reflect volcanic and fluvial/lacustrine sedimentary processes that have led to an accumulation of approximately 1 to 2 km of interbedded volcanic and sedimentary deposits within the plain. Along the margins of the plain, streams that drained the highlands to the north and south provided coarse to fine-grained sediments eroded from granitic and volcanic rocks, respectively. About 2 million years ago the last of the lakes was drained and since that time fluvial erosion and deposition has dominated the evolution of the landscape. The project site is underlain by "Alluvium of Boise River" as mapped by Othberg and Stanford (1993). These Holocene (10,000 years ago to present) age deposits accumulated as the result of stream processes on low-lying river beds, flood plains and alluvial fans. Deposits are composed of sandy cobble gravel upstream grading to sandy pebble gravel downstream and typically contain no pedogenic clay. Gravel deposits underlie the flood plain of the Boise River to depths of 23-35 feet and overlie a surface cut by the river into earlier Tertiary basin-fill sediments.

General Site Characteristics

This proposed development consists of approximately 1.8 acres of relatively flat and level terrain. Within the test pits advanced on the site, surficial materials consist of sandy lean clay and poorly graded gravel with sand fills. Vegetation primarily consists of mature trees, lawns, bunchgrass, and other native grass varieties typical of arid to semi-arid environments.

The project site consists of a warehouse structure with an office fronting 36th Street with an associated asphalt pavement area for a driveway. Behind the sprinkler warehouse is a laydown yard and an empty field containing a demonstration area for sprinklers. To the southwest of the warehouse are a collection of trailer park structures with an asphalt driveway leading to the structures from 36th Street. The northern portion of the site consists of a residential structure fronting 37th Street.

Regional drainage is north and west toward the Boise River. Stormwater drainage for the site is achieved by both sheet runoff and percolation through surficial soils. Runoff predominates for the hardscape areas while percolation prevails across the undeveloped and landscaping areas. The site is situated so that it is unlikely that it will receive any stormwater drainage from off-site sources. Stormwater drainage collection and retention systems are in place on the project site in the form of a seepage bed.

Regional Site Climatology and Geochemistry

According to the Western Regional Climate Center, the average precipitation for the Treasure Valley is on the order of 10 to 12 inches per year, with an annual snowfall of approximately 20 inches and a range from 3 to 49 inches. The monthly mean daily temperatures range from 21°F to 95°F, with daily extremes ranging from -25°F to 111°F. Winds are generally from the northwest or southeast with an annual average wind speed of approximately 9 miles per hour (mph) and a maximum of 62 mph. Soils and sediments in the area are primarily derived from siliceous materials and exhibit low electro-chemical potential for corrosion of metals or concretes. Local aggregates are generally appropriate for Portland cement and lime cement mixtures. Surface water, groundwater, and soils in the region typically have pH levels ranging from 7.2 to 8.2.

SEISMIC SITE EVALUATION

Geoseismic Setting

Soils on site are classed as Site Class D in accordance with Chapter 20 of the American Society of Civil Engineers (ASCE) publication ASCE/SEI 7-10. Structures constructed on this site should be designed per IBC requirements for such a seismic classification. Our investigation did not reveal hazards resulting from potential earthquake motions including: slope instability, liquefaction, and surface rupture caused by faulting or lateral spreading. Incidence and anticipated acceleration of seismic activity in the area is low.

Seismic Design Parameter Values

The United States Geological Survey National Seismic Hazard Maps (2008), includes a peak ground acceleration map. The map for 2% probability of exceedance in 50 years in the Western United States in standard gravity (g) indicates that a peak ground acceleration of 0.217 is appropriate for the project site based on a Site Class D.

The following section provides an assessment of the earthquake-induced earthquake loads for the site based on the Risk-Targeted Maximum Considered Earthquake (MCE_R). The MCE_R spectral response acceleration for short periods, S_{MS} , and at 1-second period, S_{M1} , are adjusted for site class effects as required by the 2015 IBC. Design spectral response acceleration parameters as presented in the 2015 IBC are defined as a 5% damped design spectral response acceleration at short periods, S_{DS} , and at 1-second period, S_{D1} .

The USGS National Seismic Hazards Mapping Project includes a program that provides values for ground motion at a selected site based on the same data that were used to prepare the USGS ground motion maps. The maps were developed using attenuation relationships for soft rock sites; the source model, assumptions, and empirical relationships used in preparation of the maps are described in Petersen and others (1996).

Seismic Design Values

Seismic Design Parameter	Design Value
Site Class	D "Stiff Soil"
S_s	0.326 (g)
S_1	0.109 (g)
F_a	1.539
F_v	2.365
S_{Ms}	0.502
S_{M1}	0.257
S_{DS}	0.335
S_{D1}	0.171

SOILS EXPLORATION

Exploration and Sampling Procedures

Field exploration conducted to determine engineering characteristics of subsurface materials included a reconnaissance of the project site and investigation by test pit. Test pit sites were located in the field by means of a Global Positioning System (GPS) device and are reportedly accurate to within eleven feet. Upon completion of investigation, each test pit was backfilled with loose excavated materials. Re-excavation and compaction of these test pit areas are required prior to construction of overlying structures.

In addition, samples were obtained from representative soil strata encountered. Samples obtained have been visually classified in the field by professional staff, identified according to test pit number and depth, placed in sealed containers, and transported to our laboratory for additional testing. Subsurface materials have been described in detail on logs provided in the **Appendix**. Results of field and laboratory tests are also presented in the **Appendix**. MTI recommends that these logs **not** be used to estimate fill material quantities.

Laboratory Testing Program

Along with our field investigation, a supplemental laboratory testing program was conducted to determine additional pertinent engineering characteristics of subsurface materials necessary in an analysis of anticipated behavior of the proposed structures. Laboratory tests were conducted in accordance with current applicable American Society for Testing and Materials (ASTM) specifications, and results of these tests are to be found on the accompanying logs located in the **Appendix**. The laboratory testing program for this report included: Atterberg Limits Testing – ASTM D4318 and Grain Size Analysis – ASTM C117/C136.

Soil and Sediment Profile

The profile below represents a generalized interpretation for the project site. Note that on site soils strata, encountered between test pit locations, may vary from the individual soil profiles presented in the logs, which can be found in the **Appendix**.

The materials encountered during exploration were quite typical for the geologic area mapped as Alluvium of Boise River. Fill materials were encountered at ground surface throughout the site. These fill materials consisted of sandy lean clay in test pits 1 and 2 and poorly graded gravel with sand in test pit 3. Sandy lean clay fills were dark brown to brown, slightly moist, medium stiff to stiff, and contained fine-grained sand. Poorly graded gravel with sand fills were light brown, dry to slightly moist, loose to medium dense, and contained fine to coarse-grained sand, fine to coarse gravel, and 4-inch-minus cobbles.

Underlying the surficial fill materials were sandy lean clays and lean clays with sand. These clayey soils were dark brown to brown, dry to slightly moist, medium stiff to very stiff, and contained fine to medium-grained sand. Silty sand sediments were found beneath the clayey soils. Silty sands were brown, light brown, and tan, dry to slightly moist, medium dense to dense, and contained fine to medium-grained sand. At depth throughout the site were poorly graded gravel with sand sediments. Poorly graded gravels with sand were light brown to tan, dry to saturated, medium dense to very dense, and contained fine to coarse-grained sand, fine to coarse gravel, and 12-inch-minus cobbles.

During excavation, test pit sidewalls were generally stable. However, moisture contents will affect wall competency with saturated soils having a tendency to readily slough when under load and unsupported.

Volatile Organic Scan

No environmental concerns were identified prior to commencement of the investigation. Therefore, soils obtained during on-site activities were not assessed for volatile organic compounds by portable photoionization detector. Samples obtained during our exploration activities exhibited no odors or discoloration typically associated with this type of contamination. Groundwater encountered did not exhibit obvious signs of contamination.

SITE HYDROLOGY

Existing surface drainage conditions are defined in the **General Site Characteristics** section. Information provided in this section is limited to observations made at the time of the investigation. Either regional or local ordinances may require information beyond the scope of this report.

Groundwater

During this field investigation, groundwater was encountered in test pits at depths ranging from 10.0 to 11.1 feet bgs. Soil moistures in the test pits were generally dry to slightly moist within surficial soils. Within the poorly graded gravels with sand, soil moistures graded from dry to saturated as the water table was approached and penetrated. In the vicinity of the project site, groundwater levels are controlled in large by the stage and flow of the Boise River. Maximum groundwater elevations likely occur during late spring to early summer runoff season. During previous investigations performed in May 2004, January 2006, April 2015, May 2015, and March 2019 within approximately ¼-mile to the east, west, and north of the project site, groundwater was encountered within numerous borings and test pits at depths ranging from 8.0 to 12.5 feet bgs.

Based on evidence of this investigation and background knowledge of the area, MTI estimates groundwater depths to remain greater than approximately 7.0 feet bgs throughout the year. This depth can be confirmed through long-term groundwater monitoring.

Soil Infiltration Rates

Soil permeability, which is a measure of the ability of a soil to transmit a fluid, was not tested in the field. Given the absence of direct measurements, for this report an estimation of infiltration is presented using generally recognized values for each soil type and gradation. Of soils comprising the generalized soil profile for this study, lean clay soils generally offer little permeability, with typical hydraulic infiltration rates of less than 2 inches per hour. Silty sand sediments usually display rates of 4 to 8 inches per hour. Poorly graded gravel with sand sediments typically exhibit infiltration values in excess of 12 inches per hour. Infiltration testing is generally not required within these sediments because of their free-draining nature.

It is recommended that infiltration facilities constructed on the site be extended into native poorly graded gravel with sand sediments. Excavation depths of approximately 4.6 to 4.9 feet bgs should be anticipated to expose these poorly graded gravel with sand sediments. Because of the high soil permeability, ASTM C33 filter sand, or equivalent, should be incorporated into design of infiltration facilities. An infiltration rate of 8 inches per hour should be used in design. Actual infiltration rates should be confirmed at the time of construction.

FOUNDATION, SLAB, AND PAVEMENT DISCUSSION AND RECOMMENDATIONS

Various foundation types have been considered for support of the proposed structures. Two requirements must be met in the design of foundations. First, the applied bearing stress must be less than the ultimate bearing capacity of foundation soils to maintain stability. Second, total and differential settlement must not exceed an amount that will produce an adverse behavior of the superstructure. Allowable settlement is usually exceeded before bearing capacity considerations become important; thus, allowable bearing pressure is normally controlled by settlement considerations.

Considering subsurface conditions and the proposed construction, it is recommended that the structure be founded upon conventional spread footings and continuous wall footings. Total settlements should not exceed 1 inch if the following design and construction recommendations are observed. Presently, there are unknown number of structures proposed for the project site. The following recommendations are not specific to the individual structures, but rather should be viewed as guidelines for the entire development.

Foundation Design Recommendations

Based on data obtained from the site and test results from various laboratory tests performed, MTI recommends the following guidelines for the net allowable soil bearing capacity:

Soil Bearing Capacity

Footings Depth	ASTM D1557 Subgrade Compaction	Net Allowable Soil Bearing Capacity
Footings must bear on competent, undisturbed, native sandy lean clay soils, lean clay with sand soils, or compacted structural fill. Existing fill materials must be completely removed from below foundation elements. ¹ Excavation depths ranging from roughly 0.8 to 1.5 feet bgs should be anticipated to expose proper bearing soils. Deeper excavation depths may be required in areas where existing buildings are anticipated to be demolished. ²	Not Required for Native Soil 95% for Structural Fill	1,500 lbs/ft ² A ⅓ increase is allowable for short-term loading, which is defined by seismic events or designed wind speeds.
Footings must bear on competent, undisturbed, native silty sand sediments or compacted structural fill. Existing lean clay with sand soils, sandy lean clay soils, and fill materials must be completely removed from below foundation elements. ¹ Excavation depths ranging from roughly 2.1 to 3.1 feet bgs should be anticipated to expose proper bearing soils. Deeper excavation depths may be required in areas where existing buildings are anticipated to be demolished. ²	Not Required for Native Soil 95% for Structural Fill	2,000 lbs/ft ² A ⅓ increase is allowable for short-term loading, which is defined by seismic events or designed wind speeds.

¹It will be required for MTI personnel to verify the bearing soil suitability for each structure at the time of construction.

²Depending on the time of year construction takes place, the subgrade soils may be unstable because of high moisture contents. If unstable conditions are encountered, over-excavation and replacement with granular structural fill and/or use of geotextiles may be required.

The following sliding frictional coefficient values should be used: 1) 0.35 for footings bearing on native sandy lean clay soils, lean clay with sand soils, and silty sand sediments and 2) 0.45 for footings bearing on granular structural fill. A passive lateral earth pressure of 309 pounds per square foot per foot (psf/ft) should be used for sandy lean clay and lean clay with sand soils and 341 psf/ft should be used for silty sand sediments. For compacted sandy gravel fill, a passive lateral earth pressure of 496 psf/ft should be used.

Footings should be proportioned to meet either the stated soil bearing capacity or the 2015 IBC minimum requirements. Total settlement should be limited to approximately 1 inch, and differential settlement should be limited to approximately ½ inch. Objectionable soil types encountered at the bottom of footing excavations should be removed and replaced with structural fill. Excessively loose or soft areas that are encountered in the footings subgrade will require over-excavation and backfilling with structural fill. To minimize the effects of slight differential movement that may occur because of variations in the character of supporting soils and seasonal moisture content, MTI recommends continuous footings be suitably reinforced to make them as rigid as possible. For frost protection, the bottom of external footings should be 30 inches below finished grade.

Floor Slab-on-Grade

Uncontrolled fill was encountered throughout the majority of the site. MTI recommends that these fill materials be excavated to a sufficient depth to expose competent, native soils. All demolition debris must be removed prior to placement of fill materials or structural elements. MTI personnel must be present during excavation to identify these materials.

Organic, loose, or obviously compressive materials must be removed prior to placement of concrete floors or floor-supporting fill. In addition, the remaining subgrade should be treated in accordance with guidelines presented in the **Earthwork** section. Areas of excessive yielding should be excavated and backfilled with structural fill. Fill used to increase the elevation of the floor slab should meet requirements detailed in the **Structural Fill** section. Fill materials must be compacted to a minimum 95 percent of the maximum dry density as determined by ASTM D1557.

A free-draining granular mat (drainage fill course) should be provided below slabs-on-grade. This should be a minimum of 4 inches in thickness and properly compacted. The mat should consist of a sand and gravel mixture, complying with Idaho Standards for Public Works Construction (ISPWC) specifications for ¾-inch (Type 1) crushed aggregate. The granular mat should be compacted to no less than 95 percent of the maximum dry density as determined by ASTM D1557. A moisture-retarder should be placed beneath floor slabs to minimize potential ground moisture effects on moisture-sensitive floor coverings. The moisture-retarder should be at least 15-mil in thickness and have a permeance of less than 0.01 US perms as determined by ASTM E96. Placement of the moisture-retarder will require special consideration with regard to effects on the slab-on-grade and should adhere to recommendations outlined in the ACI 302.1R and ASTM E1745 publications. Upon request, MTI can provide further consultation regarding installation.

Recommended Pavement Sections

MTI has made assumptions for traffic loading variables based on the character of the proposed construction. The Client shall review and understand these assumptions to make sure they reflect intended use and loading of pavements both now and in the future. Based on experience with soils in the region, a subgrade California Bearing Ratio (CBR) value of 4 has been assumed for near-surface sandy lean clay and lean clay with sand soils on site. The following are minimum thickness requirements for assured pavement function. Depending on site conditions, additional work, e.g. soil preparation, may be required to support construction equipment. These have been listed within the **Soft Subgrade Soils** section.

Flexible Pavement Sections

The American Association of State Highway and Transportation Officials (AASHTO) design method has been used to calculate the following pavement sections. Calculation sheets provided in the **Appendix** indicate the soils constant, traffic loading, traffic projections, and material constants used to calculate the pavement sections. MTI recommends that materials used in the construction of asphaltic concrete pavements meet requirements of the ISPWC Standard Specification for Highway Construction. Construction of the pavement section should be in accordance with these specifications and should adhere to guidelines recommended in the section on **Construction Considerations**.

AASHTO Flexible Pavement Specifications

Pavement Section Component ¹	Driveways and Parking No Truck Access	Driveways and Parking Truck Access
Asphaltic Concrete	2.5 Inches	3.0 Inches
Crushed Aggregate Base	4.0 Inches	4.0 Inches
Structural Subbase	10.0 Inches	12.0 Inches
Compacted Subgrade	See Pavement Subgrade Preparation Section	See Pavement Subgrade Preparation Section

¹It will be required for MTI personnel to verify subgrade competency at the time of construction.

- Asphaltic Concrete: Asphalt mix design shall meet the requirements of ISPWC, Section 810 Class III plant mix. Materials shall be placed in accordance with ISPWC Standard Specifications for Highway Construction.
- Aggregate Base: Material complying with ISPWC Standards for Crushed Aggregate Materials.
- Structural Subbase: Granular structural fill material complying with the requirements detailed in the **Structural Fill** section of this report except that the maximum material diameter is no more than $\frac{2}{3}$ the component thickness. Gradation and suitability requirements shall be per ISPWC Section 801, Table 1.

Pavement Subgrade Preparation

Uncontrolled fill was encountered throughout the site. MTI recommends that these fill materials be excavated to a sufficient depth to expose competent, native soils. All demolition debris must be removed prior to placement of fill materials or structural elements. MTI personnel must be present during excavation to identify these materials.

Common Pavement Section Construction Issues

The subgrade upon which above pavement sections are to be constructed must be properly stripped, inspected, and proof-rolled. Proof rolling of subgrade soils should be accomplished using a heavy rubber-tired, fully loaded, tandem-axle dump truck or equivalent. Verification of subgrade competence by MTI personnel at the time of construction is required. Fill materials on the site must demonstrate the indicated compaction prior to placing material in support of the pavement section. MTI anticipated that pavement areas will be subjected to moderate traffic. Subgrade clays and silts near and above optimum moisture contents may pump during compaction. Pumping or soft areas must be removed and replaced with structural fill.

Fill material and aggregates in support of the pavement section must be compacted to no less than 95 percent of the maximum dry density as determined by ASTM D698 for flexible pavements and by ASTM D1557 for rigid pavements. If a material placed as a pavement section component cannot be tested by usual compaction testing methods, then compaction of that material must be approved by observed proof rolling. Minor deflections from proof rolling for flexible pavements are allowable. Deflections from proof rolling of rigid pavement support courses should not be visually detectable.

MTI recommends that rigid concrete pavement be provided for heavy garbage receptacles. This will eliminate damage caused by the considerable loading transferred through the small steel wheels onto asphaltic concrete. Rigid concrete pavement should consist of Portland Cement Concrete Pavement (PCCP) generally adhering to ITD specifications for Urban Concrete. PCCP should be 6 inches thick on a 4-inch drainage fill course (see **Floor Slab-on-Grade** section), and should be reinforced with welded wire fabric. Control joints must be on 12-foot centers or less.

CONSTRUCTION CONSIDERATIONS

Recommendations in this report are based upon structural elements of the project being founded on competent, native sandy lean clay soils, lean clay with sand soils, silty sand sediments, or compacted structural fill. Structural areas should be stripped to an elevation that exposes these soil types.

Earthwork

Excessively organic soils, deleterious materials, or disturbed soils generally undergo high volume changes when subjected to loads, which is detrimental to subgrade behavior in the area of pavements, floor slabs, structural fills, and foundations. Mature trees, brush, and thick grasses with associated root systems were noted at the time of our investigation. It is recommended that organic or disturbed soils, if encountered, be removed to depths of 1 foot (minimum), and wasted or stockpiled for later use. However, in areas where trees are/were present, deeper excavation depths should be anticipated. Stripping depths should be adjusted in the field to assure that the entire root zone or disturbed zone or topsoil are removed prior to placement and compaction of structural fill materials. Exact removal depths should be determined during grading operations by MTI personnel, and should be based upon subgrade soil type, composition, and firmness or soil stability. If underground storage tanks, underground utilities, wells, or septic systems are discovered during construction activities, they must be decommissioned then removed or abandoned in accordance with governing Federal, State, and local agencies. Excavations developed as the result of such removal must be backfilled with structural fill materials as defined in the **Structural Fill** section.

MTI should oversee subgrade conditions (i.e., moisture content) as well as placement and compaction of new fill (if required) after native soils are excavated to design grade. Recommendations for structural fill presented in this report can be used to minimize volume changes and differential settlements that are detrimental to the behavior of footings, pavements, and floor slabs. Sufficient density tests should be performed to properly monitor compaction. For structural fill beneath building structures, one in-place density test per lift for every 5,000 square feet is recommended. In parking and driveway areas, this can be decreased to one test per lift for every 10,000 square feet.

Dry Weather

If construction is to be conducted during dry seasonal conditions, many problems associated with soft soils may be avoided. However, some rutting of subgrade soils may be induced by shallow groundwater conditions related to springtime runoff or irrigation activities during late summer through early fall. Solutions to problems associated with soft subgrade soils are outlined in the **Soft Subgrade Soils** section. Problems may also arise because of lack of moisture in native and fill soils at time of placement. This will require the addition of water to achieve near-optimum moisture levels. Low-cohesion soils exposed in excavations may become friable, increasing chances of sloughing or caving. Measures to control excessive dust should be considered as part of the overall health and safety management plan.

Wet Weather

If construction is to be conducted during wet seasonal conditions (commonly from mid-November through May), problems associated with soft soils must be considered as part of the construction plan. During this time of year, fine-grained soils such as silts and clays will become unstable with increased moisture content, and eventually deform or rut. Additionally, constant low temperatures reduce the possibility of drying soils to near optimum conditions.

Soft Subgrade Soils

Shallow fine-grained subgrade soils that are high in moisture content should be expected to pump and rut under construction traffic. Throughout construction, soft areas may develop after the existing asphalt is removed and heavy rubber tired equipment drives over the site. In addition, areas where significant cracking has occurred will likely have soft subgrade soils because of moisture infiltration and will be prone to pumping and rutting. During periods of wet weather, construction may become very difficult if not impossible. The following recommendations and options have been included for dealing with soft subgrade conditions:

- Track-mounted vehicles should be used to strip the subgrade of root matter and other deleterious debris and to remove the existing asphalt and to perform any other necessary excavations. Heavy rubber-tired equipment should be prohibited from operating directly on the native subgrade and areas in which structural fill materials have been placed. Construction traffic should be restricted to designated roadways that do not cross, or cross on a limited basis, proposed roadway or parking areas.
- Soft areas can be over-excavated and replaced with granular structural fill.
- Construction roadways on soft subgrade soils should consist of a minimum 2-foot thickness of large cobbles of 4 to 6 inches in diameter with sufficient sand and fines to fill voids. Construction entrances should consist of a 6-inch thickness of clean, 2-inch minimum, angular drain-rock and must be a minimum of 10 feet wide and 30 to 50 feet long. During the construction process, top dressing of the entrance may be required for maintenance.
- Scarification and aeration of subgrade soils can be employed to reduce the moisture content of wet subgrade soils. After stripping is complete, the exposed subgrade should be ripped or disked to a depth of 1½ feet and allowed to air dry for 2 to 4 weeks. Further diskings should be performed on a weekly basis to aid the aeration process.

- Alternative soil stabilization methods include use of geotextiles, lime, and cement stabilization. MTI is available to provide recommendations and guidelines at your request.

Frozen Subgrade Soils

Prior to placement of structural fill materials or foundation elements, frozen subgrade soils must either be allowed to thaw or be stripped to depths that expose non-frozen soils and wasted or stockpiled for later use. Stockpiled materials must be allowed to thaw and return to near-optimal conditions prior to use as structural fill.

The onsite, shallow clayey soils are susceptible to frost heave during freezing temperatures. For exterior flatwork and other structural elements, adequate drainage away from subgrades is critical. Compaction and use of structural fill will also help to mitigate the potential for frost heave. Complete removal of frost susceptible soils for the full frost depth, followed by replacement with a non-frost susceptible structural fill, can also be used to mitigate the potential for frost heave. MTI is available to provide further guidance/assistance upon request.

Structural Fill

Soils recommended for use as structural fill are those classified as GW, GP, SW, and SP in accordance with the Unified Soil Classification System (USCS) (ASTM D2487). Use of silty soils (USCS designation of GM, SM, and ML) as structural fill may be acceptable. However, use of silty soils (GM, SM, and ML) as structural fill below footings is prohibited. These materials require very high moisture contents for compaction and require a long time to dry out if natural moisture contents are too high and may also be susceptible to frost heave under certain conditions. Therefore, these materials can be quite difficult to work with as moisture content, lift thickness, and compactive effort becomes difficult to control. If silty soil is used for structural fill, lift thicknesses should not exceed 6 inches (loose), and fill material moisture must be closely monitored at both the working elevation and the elevations of materials already placed. Following placement, silty soils must be protected from degradation resulting from construction traffic or subsequent construction.

Recommended granular structural fill materials, those classified as GW, GP, SW, and SP, should consist of a 6-inch minus select, clean, granular soil with no more than 50 percent oversize (greater than ¾-inch) material and no more than 12 percent fines (passing No. 200 sieve). These fill materials should be placed in layers not to exceed 12 inches in loose thickness. Prior to placement of structural fill materials, surfaces must be prepared as outlined in the **Construction Considerations** section. Structural fill material should be moisture-conditioned to achieve optimum moisture content prior to compaction. For structural fill below footings, areas of compacted backfill must extend outside the perimeter of the footings for a distance equal to the thickness of fill between the bottom of foundation and underlying soils, or 5 feet, whichever is less. All fill materials must be monitored during placement and tested to confirm compaction requirements, outlined below, have been achieved.

Each layer of structural fill must be compacted, as outlined below:

- Below Structures and Rigid Pavements: A minimum of 95 percent of the maximum dry density as determined by ASTM D1557.
- Below Flexible Pavements: A minimum of 92 percent of the maximum dry density as determined by ASTM D1557 or 95 percent of the maximum dry density as determined by ASTM D698.

The ASTM D1557 test method must be used for samples containing up to 40 percent oversize (greater than ¾-inch) particles. If material contains more than 40 percent but less than 50 percent oversize particles, compaction of fill must be confirmed by proof rolling each lift with a 10-ton vibratory roller (or equivalent) until the maximum density has been achieved. Density testing must be performed after each proof rolling pass until the in-place density test results indicate a drop (or no increase) in the dry density, defined as maximum density or “break over” point. The number of required passes should be used as the requirements on the remainder of fill placement. Material should contain sufficient fines to fill void spaces, and must not contain more than 50 percent oversize particles.

Backfill of Walls

Backfill materials must conform to the requirements of structural fill, as defined in this report. For wall heights greater than 2.5 feet, the maximum material size should not exceed 4 inches in diameter. Placing oversized material against rigid surfaces interferes with proper compaction, and can induce excessive point loads on walls. Backfill shall not commence until the wall has gained sufficient strength to resist placement and compaction forces. Further, retaining walls above 2.5 feet in height shall be backfilled in a manner that will limit the potential for damage from compaction methods and/or equipment. It is recommended that only small hand-operated compaction equipment be used for compaction of backfill within a horizontal distance equal to the height of the wall, measured from the back face of the wall.

Backfill should be compacted in accordance with the specifications for structural fill, except in those areas where it is determined that future settlement is not a concern, such as planter areas. In nonstructural areas, backfill must be compacted to a firm and unyielding condition.

Excavations

Shallow excavations that do not exceed 4 feet in depth may be constructed with side slopes approaching vertical. Below this depth, it is recommended that slopes be constructed in accordance with Occupational Safety and Health Administration (OSHA) regulations, Section 1926, Subpart P. Based on these regulations, on-site soils are classified as type “C” soil, and as such, excavations within these soils should be constructed at a maximum slope of 1½ feet horizontal to 1 foot vertical (1½:1) for excavations up to 20 feet in height. Excavations in excess of 20 feet will require additional analysis. Note that these slope angles are considered stable for short-term conditions only, and will not be stable for long-term conditions.

During the subsurface exploration, test pit sidewalls generally exhibited little indication of collapse; however, sloughing of native granular sediments from test pit sidewalls was observed, particularly after penetration of the water table. For deep excavations, native granular sediments cannot be expected to remain in position. These materials are prone to failure and may collapse, thereby undermining upper soil layers. This is especially true when excavations approach depths near the water table. Care must be taken to ensure that excavations are properly backfilled in accordance with procedures outlined in this report.

Groundwater Control

Groundwater was encountered during the investigation but is anticipated to be below the depth of most construction. Excavations below the water table will require a dewatering program. Dewatering will be required prior to placement of fill materials. Placement of concrete can be accomplished through water by the use of a tremie. It may be possible to discharge dewatering effluent to remote portions of the site, to a sump, or to a pit. This will essentially recycle effluent, thus eliminating the need to enter into agreements with local drainage authorities. Should the scope of the proposed project change, MTI should be contacted to provide more detailed groundwater control measures.

Special precautions may be required for control of surface runoff and subsurface seepage. It is recommended that runoff be directed away from open excavations. Silty and clayey soils may become soft and pump if subjected to excessive traffic during time of surface runoff. Ponded water in construction areas should be drained through methods such as trenching, sloping, crowning grades, nightly smooth drum rolling, or installing a French drain system. Additionally, temporary or permanent driveway sections should be constructed if extended wet weather is forecasted.

GENERAL COMMENTS

Based on the subsurface conditions encountered during this investigation and available information regarding the proposed structures, the site is adequate for the planned construction. When plans and specifications are complete, and if significant changes are made in the character or location of the proposed structure, consultation with MTI must be arranged as supplementary recommendations may be required. Suitability of subgrade soils and compaction of structural fill materials must be verified by MTI personnel prior to placement of structural elements. Additionally, monitoring and testing should be performed to verify that suitable materials are used for structural fill and that proper placement and compaction techniques are utilized.

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APPENDICES

ACRONYM LIST

AASHTO:	American Association of State Highway and Transportation Officials
ACHD:	Ada County Highway District
ACI	American Concrete Institute
ASCE	American Society of Civil Engineers
ASTM:	American Society for Testing and Materials
bgs:	below ground surface
CBR:	California Bearing Ratio
D:	natural dry unit weight, pcf
ESAL	Equivalent Single Axle Load
GS:	grab sample
IBC:	International Building Code
IDEQ	Idaho Department of Environmental Quality
ISPMC:	Idaho Standards for Public Works Construction
ITD:	Idaho Transportation Department
LL:	Liquid Limit
M:	water content
MSL:	mean sea level
N:	Standard "N" penetration: blows per foot, Standard Penetration Test
NP:	nonplastic
OSHA	Occupational Safety and Health Administration
PCCP:	Portland Cement Concrete Pavement
PERM:	vapor permeability
PI:	Plasticity Index
PID:	photoionization detector
PVC:	polyvinyl chloride
Qc:	cone penetrometer value, unconfined compressive strength, psi
Qp:	Penetrometer value, unconfined compressive strength, tsf
Qu:	Unconfined compressive strength, tsf
RMR	Rock Mass Rating
RQD	Rock Quality Designation
R-Value	Resistance Value
SPT:	Standard Penetration Test (140:pound hammer falling 30 in. on a 2:in. split spoon)
USCS:	Unified Soil Classification System
USDA:	United States Department of Agriculture
UST:	underground storage tank
V:	vane value, ultimate shearing strength, tsf

GEOTECHNICAL GENERAL NOTES

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION			
Coarse-Grained Soils	SPT Blow Counts (N)	Fine-Grained Soils	SPT Blow Counts (N)
Very Loose:	< 4	Very Soft:	< 2
Loose:	4-10	Soft:	2-4
Medium Dense:	10-30	Medium Stiff:	4-8
Dense:	30-50	Stiff:	8-15
Very Dense:	>50	Very Stiff:	15-30
		Hard:	>30

Moisture Content	
Description	Field Test
Dry	Absence of moisture, dusty, dry to touch
Moist	Damp but not visible moisture
Wet	Visible free water, usually soil is below water table

Cementation	
Description	Field Test
Weakly	Crumbles or breaks with handling or slight finger pressure
Moderately	Crumbles or breaks with considerable finger pressure
Strongly	Will not crumble or break with finger pressure

PARTICLE SIZE					
Boulders:	>12 in.	Coarse-Grained Sand:	5 to 0.6 mm	Silts:	0.075 to 0.005 mm
Cobbles:	12 to 3 in.	Medium-Grained Sand:	0.6 to 0.2 mm	Clays:	<0.005 mm
Gravel:	3 in. to 5 mm	Fine-Grained Sand:	0.2 to 0.075 mm		

UNIFIED SOIL CLASSIFICATION SYSTEM			
Major Divisions		Symbol	Soil Descriptions
Coarse-Grained Soils <50% passes No.200 sieve	Gravel & Gravelly Soils <50% coarse fraction passes No.4 sieve	GW	Well-graded gravels; gravel/sand mixtures with little or no fines
		GP	Poorly-graded gravels; gravel/sand mixtures with little or no fines
		GM	Silty gravels; poorly-graded gravel/sand/silt mixtures
		GC	Clayey gravels; poorly-graded gravel/sand/clay mixtures
	Sand & Sandy Soils >50% coarse fraction passes No.4 sieve	SW	Well-graded sands; gravelly sands with little or no fines
		SP	Poorly-graded sands; gravelly sands with little or no fines
		SM	Silty sands; poorly-graded sand/gravel/silt mixtures
		SC	Clayey sands; poorly-graded sand/gravel/clay mixtures
Fine Grained Soils >50% passes No.200 sieve	Silts & Clays LL < 50	ML	Inorganic silts; sandy, gravelly or clayey silts
		CL	Lean clays; inorganic, gravelly, sandy, or silty, low to medium-plasticity clays
		OL	Organic, low-plasticity clays and silts
	Silts & Clays LL > 50	MH	Inorganic, elastic silts; sandy, gravelly or clayey elastic silts
		CH	Fat clays; high-plasticity, inorganic clays
		OH	Organic, medium to high-plasticity clays and silts
Highly Organic Soils		PT	Peat, humus, hydric soils with high organic content

GEOTECHNICAL INVESTIGATION TEST PIT LOG

Test Pit Log #: TP-1 **Date Advanced:** 22 April 2019 **Logged by:** Jacob Schlador, P.E.

Excavated by: Struckman's Backhoe Service

Location: See Site Map Plates

Latitude: 43.623368

Longitude: -116.243281

Depth to Water Table: 11.1 Feet bgs

Total Depth: 11.3 Feet bgs

Notes: Piezometer installed to 11.3 feet bgs.

Depth (Feet bgs)	Field Description and USCS Soil and Sediment Classification	Sample Type	Sample Depth (Feet bgs)	Qp	Lab Test ID
0.0-0.8	Sandy Lean Clay Fill (CL-FILL): <i>Dark brown to brown, slightly moist, stiff, with fine-grained sand.</i> <i>--Organics to a depth of 0.6 foot bgs.</i>			1.25- 1.75	
0.8-2.5	Sandy Lean Clay (CL): <i>Dark brown, slightly moist, stiff to very stiff, with fine-grained sand.</i>			1.5-2.5	
2.5-4.7	Silty Sand (SM): <i>Light brown to tan, dry, dense, with fine to medium-grained sand.</i>				
4.7-11.3	Poorly Graded Gravel with Sand (GP): <i>Light brown, dry to saturated, dense to very dense, with fine to coarse-grained sand, fine to coarse gravel, and 12-inch-minus cobbles.</i>				

GEOTECHNICAL INVESTIGATION TEST PIT LOG

Test Pit Log #: TP-2 **Date Advanced:** 22 April 2019 **Logged by:** Jacob Schlador, P.E.

Excavated by: Struckman's Backhoe Service

Location: See Site Map Plates

Latitude: 43.623543

Longitude: -116.243718

Depth to Water Table: 10.0 Feet bgs

Total Depth: 10.6 Feet bgs

Notes: Piezometer installed to 10.6 feet bgs.

Depth (Feet bgs)	Field Description and USCS Soil and Sediment Classification	Sample Type	Sample Depth (Feet bgs)	Qp	Lab Test ID
0.0-0.9	Sandy Lean Clay Fill (CL-FILL): <i>Dark brown, slightly moist, medium stiff to stiff, with fine-grained sand.</i> --Organics to a depth of 0.8 foot bgs.			1.0-1.5	
0.9-2.1	Sandy Lean Clay (CL): <i>Dark brown to brown, dry to slightly moist, stiff to very stiff, with fine to medium-grained sand.</i>	GS	1.0-1.5	1.5-2.0	A
2.1-4.6	Silty Sand (SM): <i>Brown to light brown, dry to slightly moist, medium dense, with fine to medium-grained sand.</i> --Limited tree root organics encountered at a depth of 4.6 feet bgs.				
4.6-10.6	Poorly Graded Gravel with Sand (GP): <i>Light brown to tan, dry to saturated, dense to very dense, with fine to coarse-grained sand and fine to coarse gravel.</i>				

Lab Test ID	M	LL	PI	Sieve Analysis (% passing)				
-	%	-	-	#4	#10	#40	#100	#200
A	22.5	34	12	100	99	93	81	61.5

GEOTECHNICAL INVESTIGATION TEST PIT LOG

Test Pit Log #: TP-3 **Date Advanced:** 22 April 2019 **Logged by:** Jacob Schlador, P.E.

Excavated by: Struckman's Backhoe Service

Location: See Site Map Plates

Latitude: 43.623692

Longitude: -116.243289

Depth to Water Table: Not Encountered

Total Depth: 6.8 Feet bgs

Depth (Feet bgs)	Field Description and USCS Soil and Sediment Classification	Sample Type	Sample Depth (Feet bgs)	Qp	Lab Test ID
0.0-1.5	Poorly Graded Gravel with Sand Fill (GP-FILL): <i>Light brown, dry to slightly moist, loose to medium dense, with fine to coarse-grained sand, fine to coarse gravel, and 4-inch-minus cobbles.</i>				
1.5-3.1	Lean Clay with Sand (CL): <i>Dark brown to brown, slightly moist, medium stiff to stiff, with fine-grained sand.</i>			0.75-1.5	
3.1-4.9	Silty Sand (SM): <i>Brown to light brown, dry to slightly moist, medium dense, with fine to medium-grained sand.</i>				
4.9-6.8	Poorly Graded Gravel with Sand (GP): <i>Light brown, dry to slightly moist, medium dense to dense, with fine to coarse-grained sand, fine to coarse gravel, and 5-inch-minus cobbles.</i>				

AASHTO PAVEMENT THICKNESS DESIGN PROCEDURES

Pavement Section Design Location: DCC Commercial, No Truck Access

Average Daily Traffic Count:	250	All Lanes & Both Directions
Design Life:	20	Years
Percent of Traffic in Design Lane:	50%	
Terminal Serviceability Index (Pt):	2.5	
Level of Reliability:	95	
Subgrade CBR Value:	4	Subgrade Mr: 6,000

Calculation of Design-18 kip ESALs

	Daily Traffic	Growth Rate	Load Factors	Design ESALs
Passenger Cars:	80	2.0%	0.0008	568
Buses:	0	2.0%	0.6806	0
Panel & Pickup Trucks:	40	2.0%	0.0122	4,328
2-Axle, 6-Tire Trucks:	4	2.0%	0.1890	6,705
Concrete Trucks:	1.0	2.0%	4.4800	39,731
Dump Trucks:	0	2.0%	3.6300	0
Tractor Semi Trailer Trucks:	0	2.0%	2.3719	0
Double Trailer Trucks:	0	2.0%	2.3187	0
Heavy Tractor Trailer Combo Trucks:	0	2.0%	2.9760	0
Average Daily Traffic in Design Lane:	125			

Total Design Life 18-kip ESALs: 51,331

Actual Log (ESALs): 4.710

Trial SN: 2.47

Trial Log (ESALs): 4.718

Pavement Section Design SN: 2.61

	Design Depth Inches	Structural Coefficient	Drainage Coefficient
Asphaltic Concrete:	2.50	0.42	n/a
Asphalt-Treated Base:	0.00	0.25	n/a
Cement-Treated Base:	0.00	0.17	n/a
Crushed Aggregate Base:	4.00	0.14	1.0
Subbase:	10.00	0.10	1.0
Special Aggregate Subgrade:	0.00	0.09	0.9

AASHTO PAVEMENT THICKNESS DESIGN PROCEDURES

Pavement Section Design Location: DCC Commercial, Truck Access

Average Daily Traffic Count:	250	All Lanes & Both Directions
Design Life:	20	Years
Percent of Traffic in Design Lane:	50%	
Terminal Serviceability Index (Pt):	2.5	
Level of Reliability:	95	
Subgrade CBR Value:	4	Subgrade Mr: 6,000

Calculation of Design-18 kip ESALs

	Daily Traffic	Growth Rate	Load Factors	Design ESALs
Passenger Cars:	60	2.0%	0.0008	426
Buses:	1	2.0%	0.6806	6,036
Panel & Pickup Trucks:	40	2.0%	0.0122	4,328
2-Axle, 6-Tire Trucks:	20	2.0%	0.1890	33,523
Concrete Trucks:	1.0	2.0%	4.4800	39,731
Dump Trucks:	2	2.0%	3.6300	64,386
Tractor Semi Trailer Trucks:	1	2.0%	2.3719	21,035
Double Trailer Trucks:	0	2.0%	2.3187	0
Heavy Tractor Trailer Combo Trucks:	0	2.0%	2.9760	0
Average Daily Traffic in Design Lane:	125			

Total Design Life 18-kip ESALs: 169,464

Actual Log (ESALs): 5.229

Trial SN: 3.01

Trial Log (ESALs): 5.235

Pavement Section Design SN: 3.02

	Design Depth Inches	Structural Coefficient	Drainage Coefficient
Asphaltic Concrete:	3.00	0.42	n/a
Asphalt-Treated Base:	0.00	0.25	n/a
Cement-Treated Base:	0.00	0.17	n/a
Crushed Aggregate Base:	4.00	0.14	1.0
Subbase:	12.00	0.10	1.0
Special Aggregate Subgrade:	0.00	0.09	0.9



MAP NOTES:

- Delorme Street Atlas
- Not to Scale

LEGEND

Approximate Site Location



DCC Commercial

200 Block of 36th & 37th Streets
Garden City, ID

Modified from DeLorme by: JBS
26 April 2019
Drawing: B190692g



MATERIALS TESTING & INSPECTION

AN ATLAS COMPANY

2791 S. Victory View Way
Boise, ID 83709-2835

Phone: 208 376-4748
Fax: 208 322-6515
E-mail: mti@mti-id.com

NOTES:

- Not to Scale

LEGEND

Approximate Site Boundary



Approximate MTI Test Pit Location



Approximate MTI Test Pit Location with Piezometer



Approximate Building Locations



DCC Commercial

200 Block of 36th & 37th Streets
Garden City, ID

Drawn by: JBS
26 April 2019
Drawing: B190692g

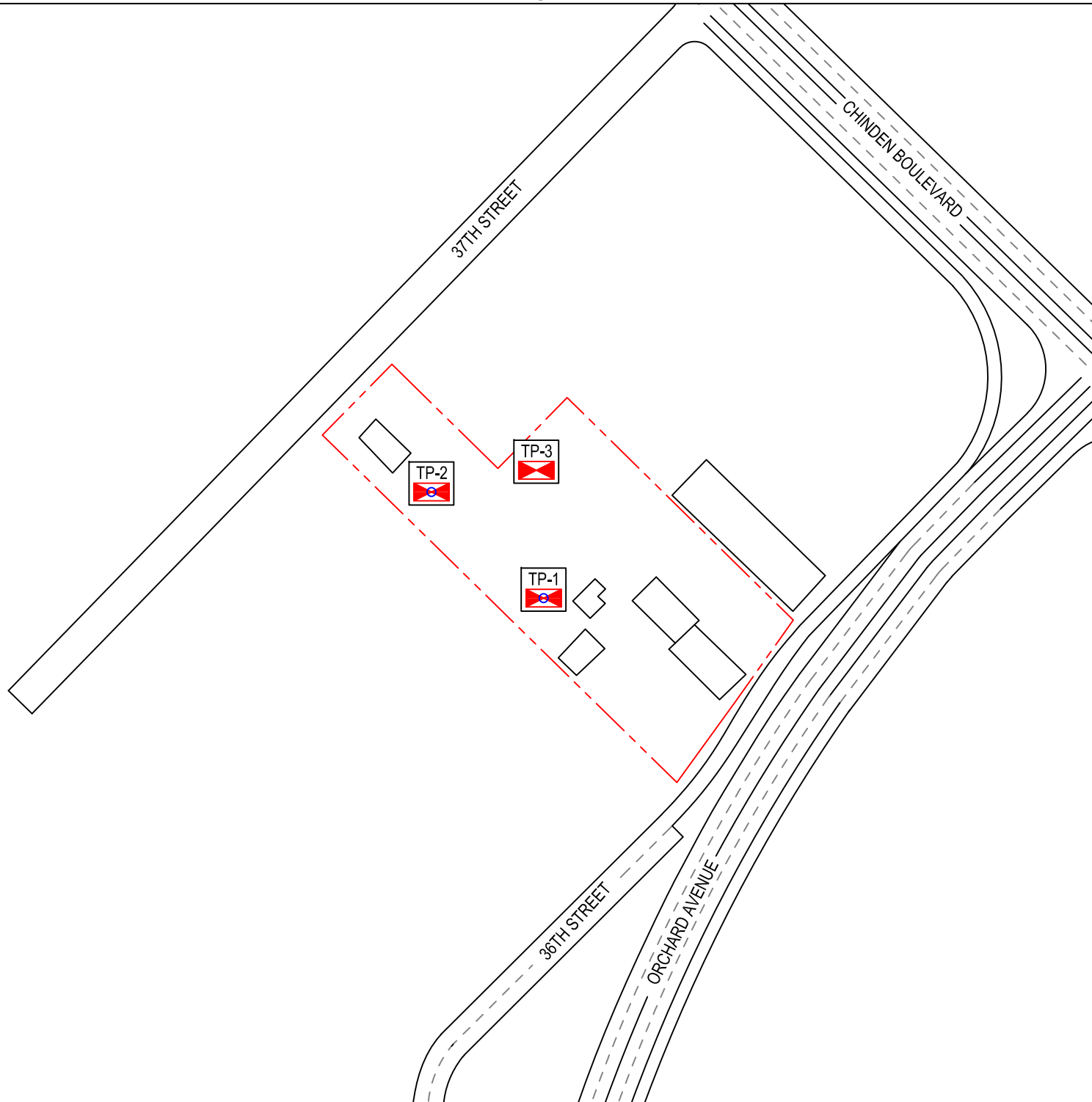


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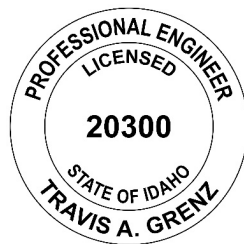
Stormwater Evaluation & Drainage Report for Reese Townhome Subdivision

Garden City, Idaho

Prepared For:

DCC Commercial Properties LLC
5119 Briarcrest Dr.
Nampa, ID 83686

November, 2022



Prepared By:



32 N Main Street • PO Box 235 • Payette, ID 83661
208 642 3304 • info@hecoengineers.com

HECO Project: PR22 - 0346

TABLE OF CONTENTS

Section	Page No.
1. Project Description	1
2. Purpose	1
3. On-Site Stormwater Drainage Facilities.....	2
4. Soil Type	2
5. Drainage System Calculations.....	3

Appendices

- Appendix A Drainage Calculations
- Appendix B Construction Drawings

1. Project Description

- a. The Reese Townhome Subdivision is located at 202-204 West 36th street, 201-205 West 37th street. Garden City, ID, 83714
- b. The property is located at approximately 500 ft South-West of the US highway 26, as well as just North-West of Orchard St. in Garden City, ID 83714. The property will take up lots 201-205.
 - i. Owner: DCC Commercial Properties LLC
Reese Townhome Subdivision
5119 Briarcrest Dr.
Nampa, ID 83686
- c. Engineer
 - i. Travis Grenz, P.E.
c/o HECO Engineers
32 N. Main St. / P.O. Box 235
Payette, ID 83661
208-642-3304
- d. Area of the new 2 buildings, storage area, and parking lot is approximately 1.13 acres.
 - i. Two (2) four story residential structures
 - 1) Those structures are anticipated to be approximately 35,080 square feet in size each.
 - 2) The subdivision and internal parking will be accessible from both sides- 36th and 37th St.
 - 3) Stormwater will be retained on site within drainage basins, and stormwater on roadways will be collected and conveyed via curb and gutter to surface disposal areas.

2. Purpose

The purpose of this storm drainage report is to determine the size of the retention facilities for the construction of the Reese Townhome Subdivision in Garden City, Idaho.

3. On-Site Stormwater Drainage Facilities

Below is a discussion of the drainage design for the drainage area of the site.

Underground Seepage Bed

Storm water for the individual lots 1 through lot 13 shall be retained on site using a shared underground seepage bed located left of the property and other methods along both sides of the road to keep drainage from discharging off-site. Lots 14 through 20 will also have a shared underground seepage bed located right of the property.

The underground seepage bed located left of the property will have three detention pipes of 40ft in length and a radius of 0.5 feet. The seepage bed that will be on the right side of the property will also have three detention pipes, but the pipes will be sized as: 36ft in length and 0.5 feet in radius. All pipes will have 1.5 feet of spacing in between them.

The seepage bed volumes were calculated to be approximately (left seepage bed) 652 cubic feet and (right seepage bed) 410 cubic feet. The seepage bed is designed to provide adequate storage.

4. Soil Type

A geotechnical investigation was conducted by Materials Testing & Inspection, and a report of their findings was rendered on April 26, 2019. Test Pit 1 was dug just off the middle portion of the land. Test Pit 2 was made in the southwest direction of the lot. Test pit 3 was located dug just north of the designated property. These 3 measurements were done in order to determine soil type, depth to groundwater, and depth to free-draining material. Groundwater was encountered at depths ranging from 10.0 to 11.1 feet below the existing ground surface (ground water was not encountered in test pit 3 due to the depth of the test pit stopping at a depth of 6.8 feet).

Test Pits 1 through 3 were utilized to create this generalized subsurface profile noted below:

Stratum 1: Sandy Lean Clay Fill (CL-FILL) – encountered from the surface to 0.8 feet, to 0.9 feet. Consisted of dark brown, slightly moist, medium stiff to stiff, with fine graded sand

Stratum II: Sandy Lean Clay (CL) – encountered from 0.8 to 2.5 feet BGS. Consists of dark brown to brown, dry to slightly moist, stiff to very stiff, with fine to medium-grained sand.

Stratum III: Silty Sand (SM) – encountered from 2.1 to 4.7 ft BGS. Consists of brown to light brown, dry to slightly moist, medium dense, with fine to medium-grained sand. In test pit 2 limited tree root organics were encountered at a depth of 4.6 BGS.

Stratum IV: Poorly Graded Gravel with Sand (GP) – encountered in test pit 1 from 4.7 to 11.3 feet, 4.6 to 10.6 feet in test pit 2, and 4.9 to 6.8 feet in test pit 3. Contents consisted of light brown, dry to slightly moist, medium dense to dense, with fine to coarse-grained sand, fine to coarse gravel and a range of 5 to 12 inch -minus cobbles (found in test pits 1 and 3).

5. Drainage System Calculations

Calculations are provided demonstrating the project conveyance facilities are capable of conveying storage facilities for a 100-year storm with a duration of 60 minutes. For this storm event, the rainfall intensity corresponds to **0.9 inch** per hour (Obtained from City of Garden City Stormwater Design Manual for a 60 min 50-year storm). The method chosen to determine runoff quantities was the Rational Method. See Exhibit B for the Area Classification Map, Intensity-Duration-Frequency curves, and recommended “C” Coefficients in Appendix A. Drainage Calculations are included in Appendix A. The Construction Drawings are included in Appendix B.

Stormwater Calculations are as follows:

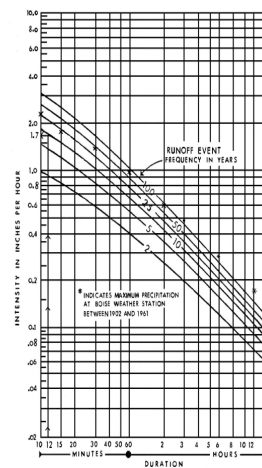
Underground Seepage Bed (LEFT Lot Drainage)

- Approximate Area, A = 28931.31 square feet (sf) or 0.66 acres (ac)
- Calculated Run-Off Coefficient, C = 0.790
- Rainfall Intensity, I = 0.9-inch per hour (in/hr)
- Runoff Volume, V = 652 cubic feet (cf)
- Storage Volume, V = 743 cubic feet (cf)

Underground Seepage Bed (RIGHT Lot Drainage)

- Approximate Area, A = 19246.11 square feet (sf) or 0.44 acres (ac)

Hydrologic and Hydraulic Graphs



Commented [SJ1]:

FIGURE D.1 RAINFALL INTENSITY, DURATION AND FREQUENCY RELATION

- Calculated Run-Off Coefficient, $C = 0.748$
- Rainfall Intensity, $I = 0.9$ -inch per hour (in/hr)
- Runoff Volume, $V = 410$ cubic feet (cf)
- Storage Volume, $V = 421$ cubic feet (cf)

A 15% increase to accommodate sediment storage has been included in the volume calculations.

Appendix A

Drainage Calculations



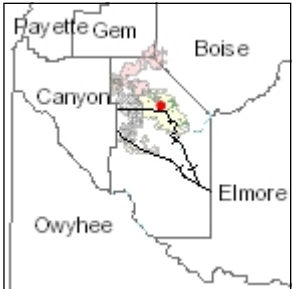
Appendix B

Construction Drawings (18 sheets)



NEIGHBORHOOD MAP

REESE TOWNHOMES
204 W. 36TH St., Garden City, ID 83714



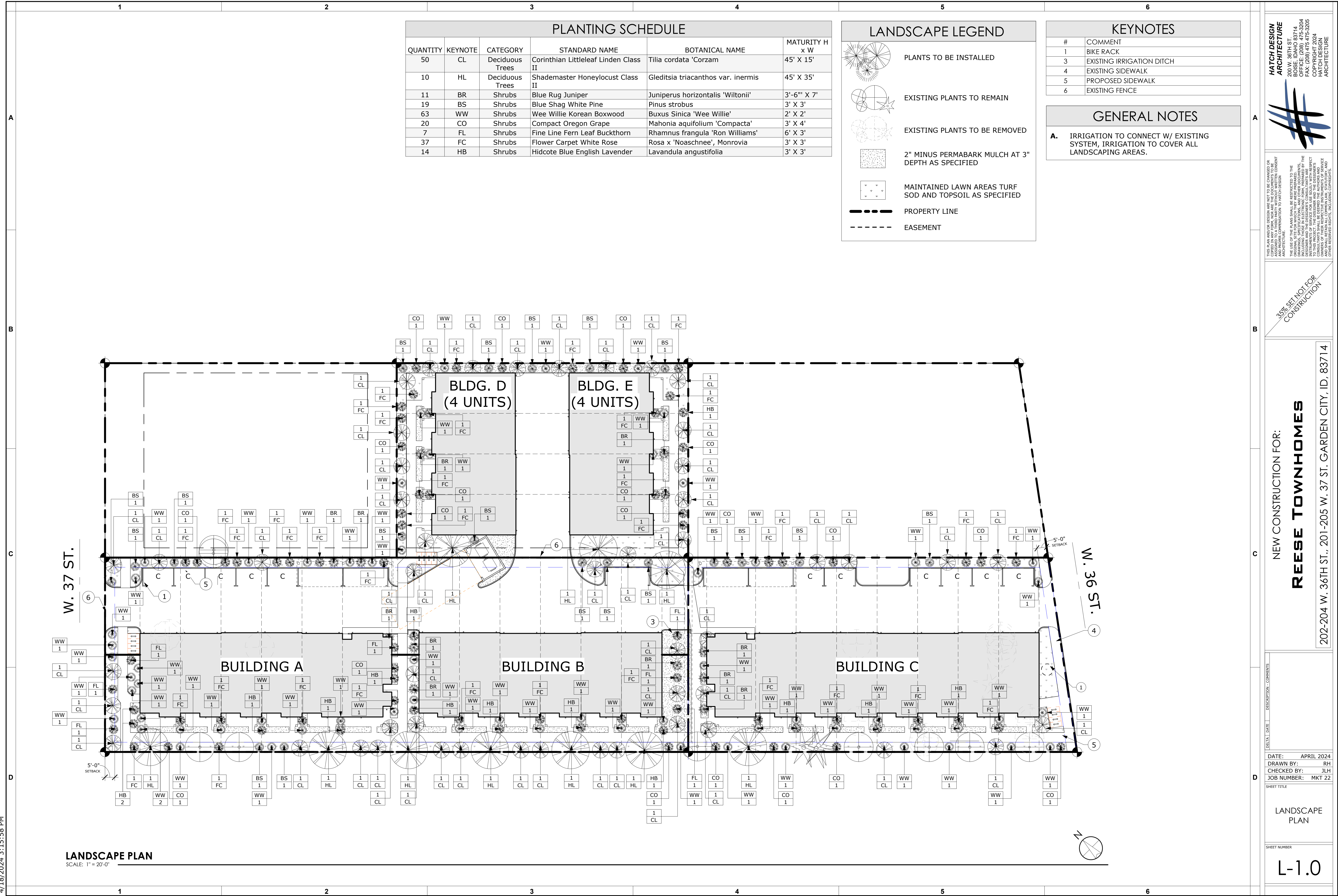
Legend

- Railroad
- Roads (<2,000 scale)
 - <all other values>
 - Interstate
 - Ramp
 - Principal Arterial
 - Collector
 - Minor Arterial
 - Local
 - Parks
 - Alley
 - Driveway
- Parks
- Water
- Address
- Condos
- Parcels

raster.DBO.AdaOrthos2022_3in

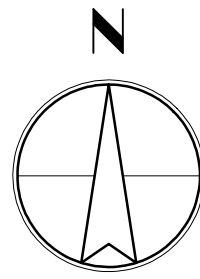
- Red: Band_1
- Green: Band_2
- Blue: Band_3

4/18/2024 3:15:58 PM



PRELIMINARY PLAT
REESE TOWNHOMES

LOTS 7, 28, & E1/2 29 BLOCK K, FAIRVIEW ACRES SUBDIVISION NO. 2,
BOOK 10 OF PLATS, PAGE 538, ADA COUNTY RECORDS.
LYING WITHIN THE NW 1/4 OF THE SE 1/4 AND GOV'T LOT 10 OF
SECTION 5, T.3N., R.2E., B.M.



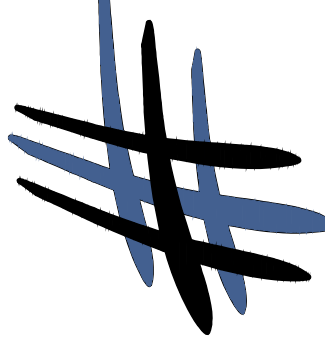
NOTES

1. LOTS 1, 2, 3, & 4 ARE CONSIDERED COMMON AND SHALL BE MAINTAINED BY THE OWNER'S ASSOCIATION.

LEGEND

- SUBDIVISION BOUNDARY LINE
----- LOT LINE
----- EASEMENT LINE

HATCH DESIGN
ARCHITECTURE
200 W. 36TH ST. SUITE 100
DENVER, CO 80202
OFFICE: (208) 475-3204
FAX: (208) 475-3205



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NEW TOWNHOME COMMUNITY FOR:

REESE PROPERTY

204 WEST 36TH ST., 203 & 205 WEST 37TH ST. GARDEN CITY, ID, 83714

DATE	DESCRIPTION/COMMENTS

DATE: APRIL 2024
DRAWN BY: ST
CHECKED BY: JLH
JOB NUMBER: MRKT21

SHEET TITLE
PRELIMINARY
PLAT

SHEET NUMBER
A-0.10


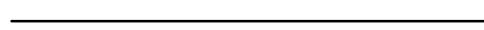
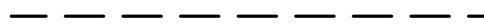

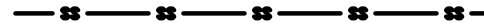













SHEET 1 -- 1

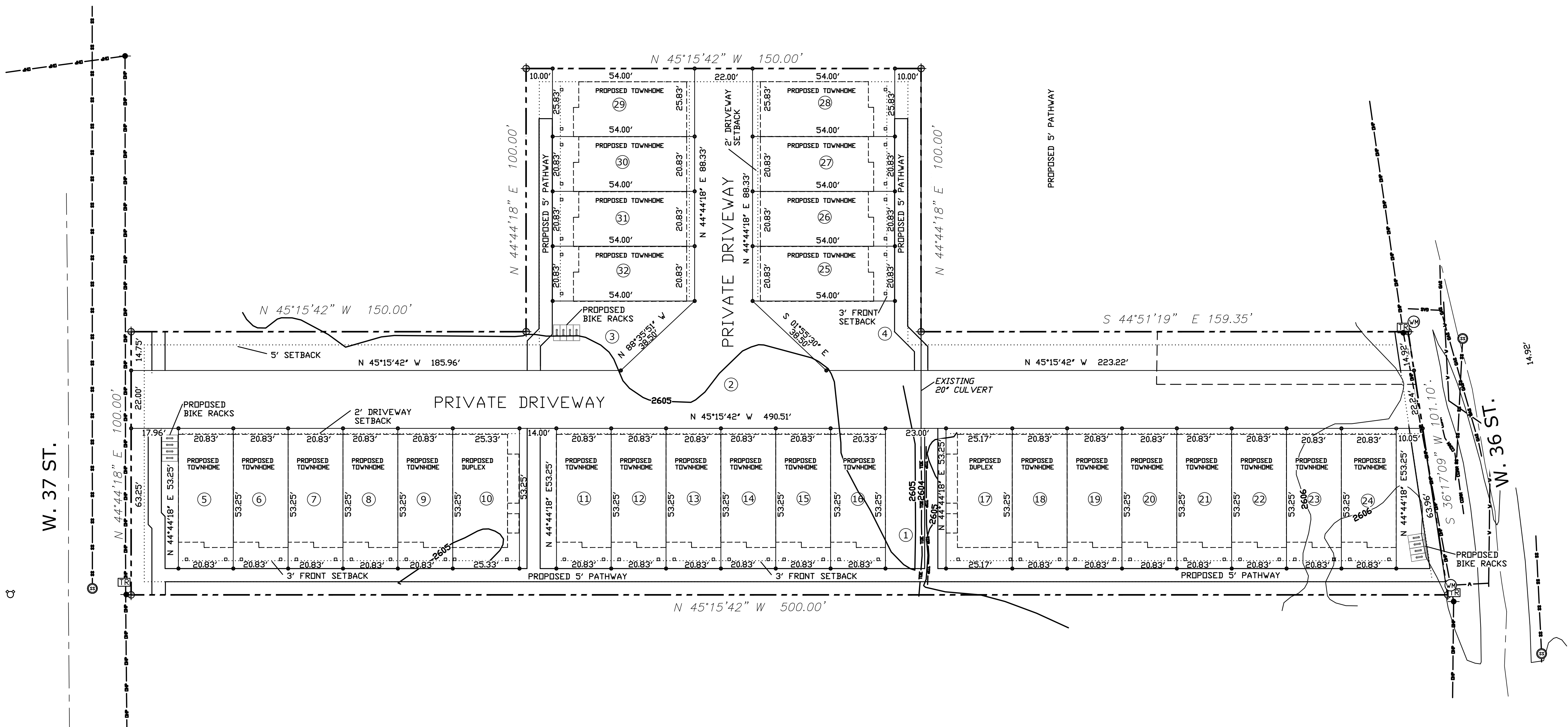
LOTS 7, 28, & E1/2 29 BLOCK K, FAIRVIEW ACRES SUBDIVISION NO. 2
BOOK 10 OF PLATS, PAGE 538, ADA COUNTY RECORDS.
LYING WITHIN THE NW 1/4 OF THE SE 1/4 AND GOV'T LOT 10 OF
SECTION 5, T.3N., R.2E., B.M.

NOTES

- LOTS 1, 2, 3, & 4 ARE CONSIDERED COMMON AND SHALL BE MAINTAINED BY THE OWNER'S ASSOCIATION.

LEGEND

	SUBDIVISION BOUNDARY LINE
	LOT LINE
	EASEMENT LINE
	SET BACK LINE
	EXISTING SANITARY SEWER
	EXISTING OVERHEAD UTILITY
	EXISTING WATER LINE
	EXISTING GAS LINE
	EXISTING COMMUNICATIONS LINE
	TOP OF SLOPE
	TOE OF SLOPE
	PROPOSED BUILDING FOOT PRINT
	EXISTING TELEPHONE RISER
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	EXISTING WATER METER
	EXISTING UTILITY POLE
	LOT NUMBER



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NEW TOWNHOME COMMUNITY FOR:
REESE PROPERTY

[illegible]

DATE:	APRIL 2024
DRAWN BY:	ST
CHECKED BY:	JLH
JOB NUMBER:	MRKT21

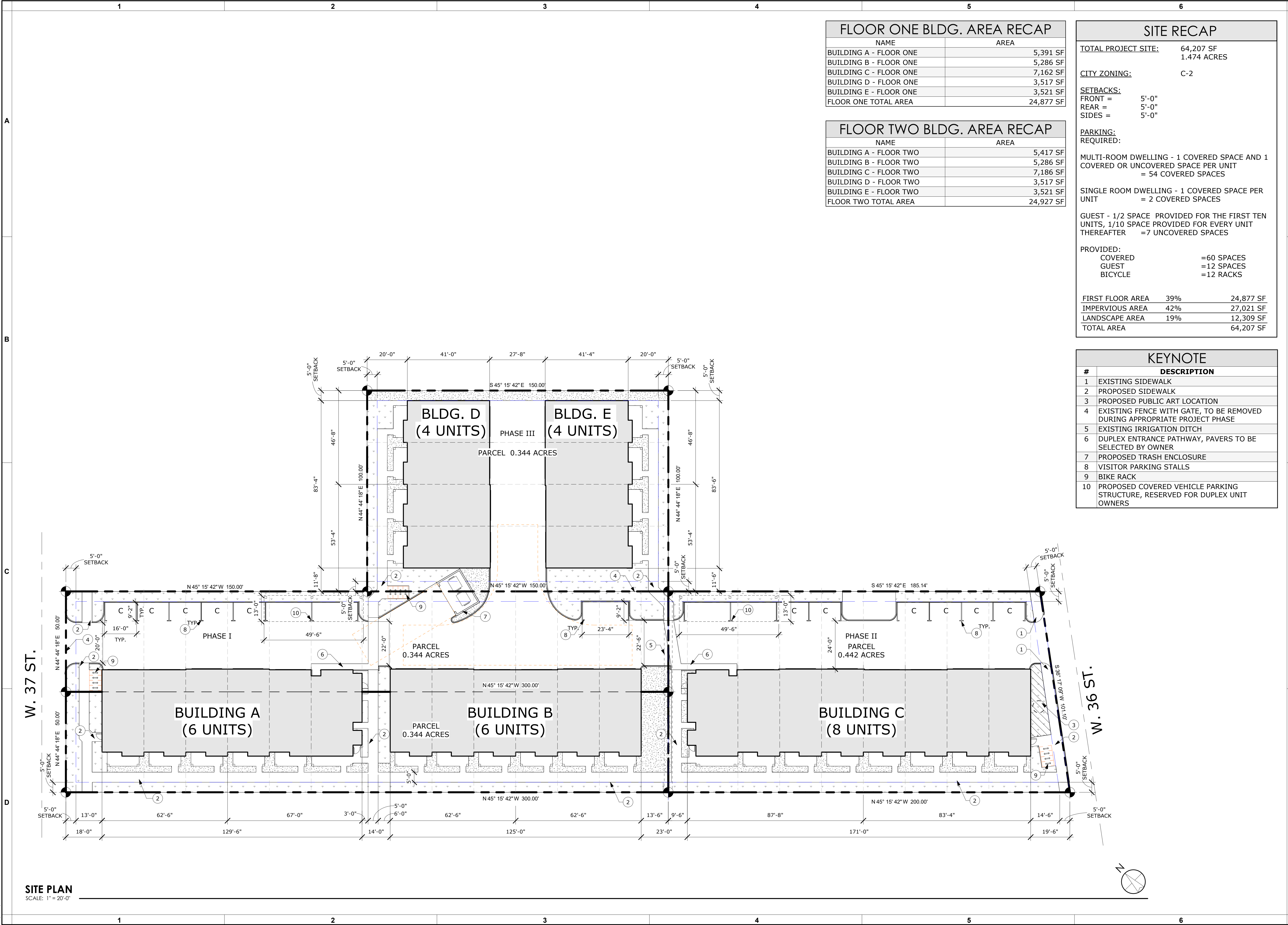
SHEET TITLE
SUBDIVISION
MAP

SHEET NUMBER

A-0.11

SHEET 1 -- 1

4/18/2024 3:13:24 PM



FLOOR ONE BLDG. AREA RECAP

NAME	AREA
BUILDING A - FLOOR ONE	5,391 SF
BUILDING B - FLOOR ONE	5,286 SF
BUILDING C - FLOOR ONE	7,162 SF
BUILDING D - FLOOR ONE	3,517 SF
BUILDING E - FLOOR ONE	3,521 SF
FLOOR ONE TOTAL AREA	24,877 SF

FLOOR TWO BLDG. AREA RECAP

NAME	AREA
BUILDING A - FLOOR TWO	5,417 SF
BUILDING B - FLOOR TWO	5,286 SF
BUILDING C - FLOOR TWO	7,186 SF
BUILDING D - FLOOR TWO	3,517 SF
BUILDING E - FLOOR TWO	3,521 SF
FLOOR TWO TOTAL AREA	24,927 SF

SITE RECAP

TOTAL PROJECT SITE: 64,207 SF
1.474 ACRES

CITY ZONING: C-2

SETBACKS:
FRONT = 5'-0"
REAR = 5'-0"
SIDES = 5'-0"

PARKING:
REQUIRED:

MULTI-ROOM DWELLING - 1 COVERED SPACE AND 1 COVERED OR UNCOVERED SPACE PER UNIT
= 54 COVERED SPACES

SINGLE ROOM DWELLING - 1 COVERED SPACE PER UNIT
= 2 COVERED SPACES

GUEST - 1/2 SPACE PROVIDED FOR THE FIRST TEN UNITS, 1/10 SPACE PROVIDED FOR EVERY UNIT THEREAFTER
= 7 UNCOVERED SPACES

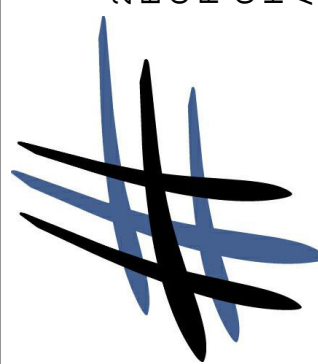
PROVIDED:
COVERED = 60 SPACES
GUEST = 12 SPACES
BICYCLE = 12 RACKS

FIRST FLOOR AREA	39%	24,877 SF
IMPERVIOUS AREA	42%	27,021 SF
LANDSCAPE AREA	19%	12,309 SF
TOTAL AREA		64,207 SF

KEYNOTE

#	DESCRIPTION
1	EXISTING SIDEWALK
2	PROPOSED SIDEWALK
3	PROPOSED PUBLIC ART LOCATION
4	EXISTING FENCE WITH GATE, TO BE REMOVED DURING APPROPRIATE PROJECT PHASE
5	EXISTING IRRIGATION DITCH
6	DUPLEX ENTRANCE PATHWAY, PAVERS TO BE SELECTED BY OWNER
7	PROPOSED TRASH ENCLOSURE
8	VISITOR PARKING STALLS
9	BIKE RACK
10	PROPOSED COVERED VEHICLE PARKING STRUCTURE, RESERVED FOR DUPLEX UNIT OWNERS

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NEW CONSTRUCTION FOR:

REESE TOWNHOMES

202-204 W. 36TH ST., 201-205 W. 37 ST. GARDEN CITY, ID. 83714

DATE: APRIL 2024

DRAWN BY: BT

CHECKED BY: JHL

JOB NUMBER: MKT 22

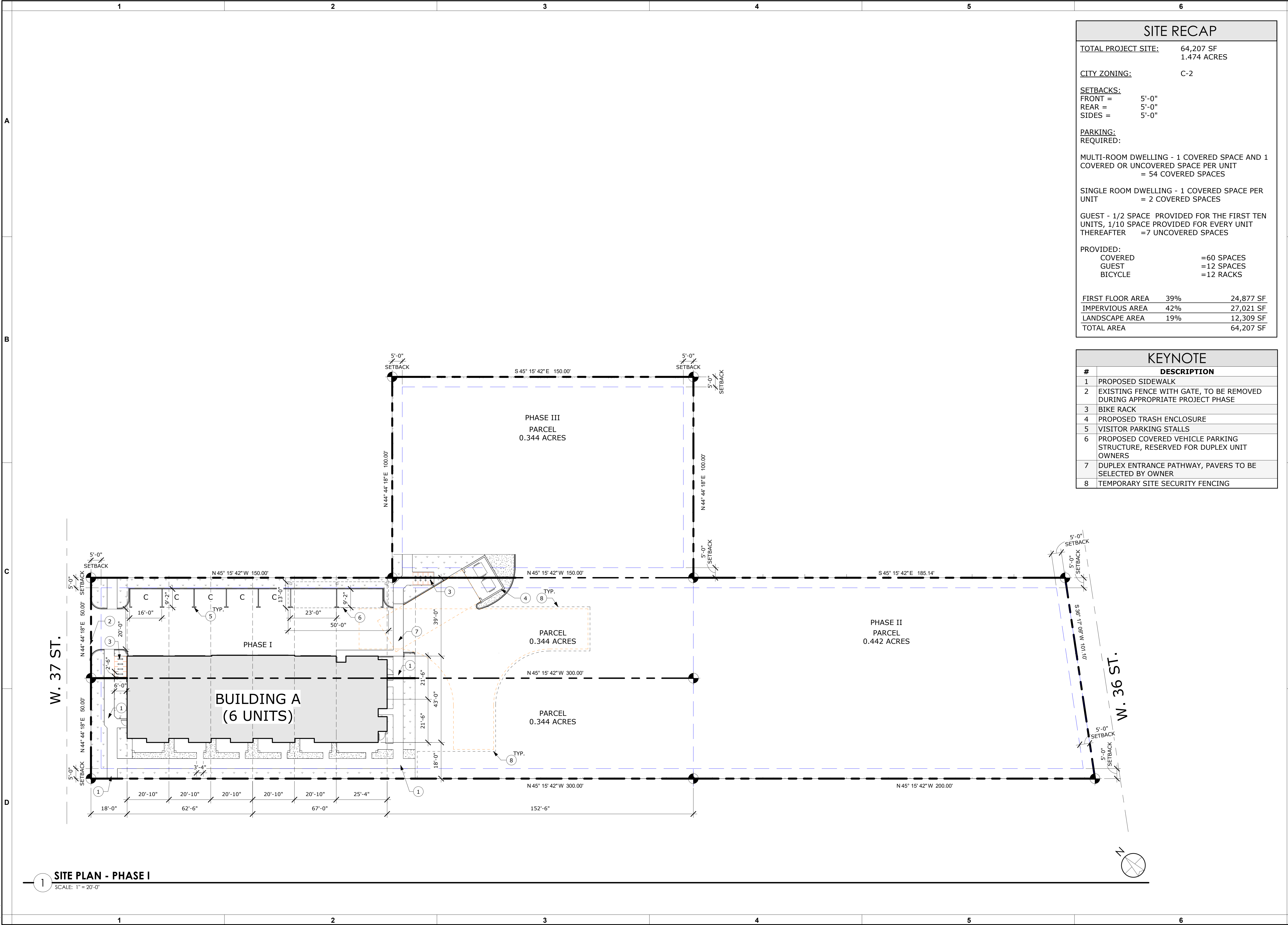
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OVERALL SITE
PLAN

SHEET NUMBER

A-1.1

4/18/2024 3:13:36 PM



1 SITE PLAN - PHASE I
SCALE: 1" = 20'-0"

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REESE TOWNHOMES

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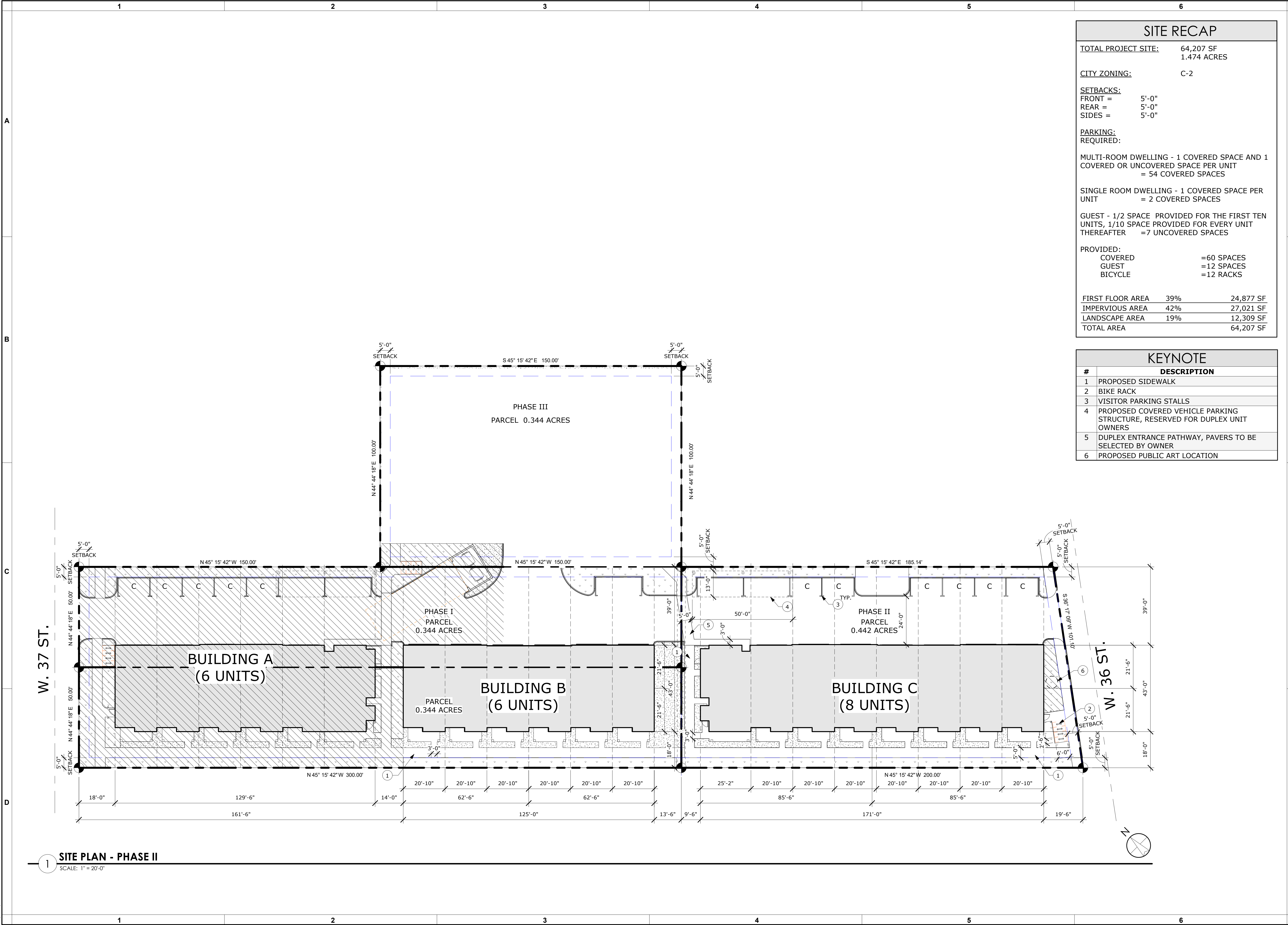
JOB NUMBER: MKT 22

SHEET TITLE

SITE PLAN - PHASE I

SHEET NUMBER

A-1.2



SITE RECAP		
TOTAL PROJECT SITE:	64,207 SF	1.474 ACRES
CITY ZONING:	C-2	
SETBACKS:		
FRONT =	5'-0"	
REAR =	5'-0"	
SIDES =	5'-0"	
PARKING:		
REQUIRED:		
MULTI-ROOM DWELLING - 1 COVERED SPACE AND 1 COVERED OR UNCOVERED SPACE PER UNIT		
= 54 COVERED SPACES		
SINGLE ROOM DWELLING - 1 COVERED SPACE PER UNIT		
= 2 COVERED SPACES		
GUEST - 1/2 SPACE PROVIDED FOR THE FIRST TEN UNITS, 1/10 SPACE PROVIDED FOR EVERY UNIT THEREAFTER		
= 7 UNCOVERED SPACES		
PROVIDED:		
COVERED	=60 SPACES	
GUEST	=12 SPACES	
BICYCLE	=12 RACKS	
FIRST FLOOR AREA	39%	24,877 SF
IMPERVIOUS AREA	42%	27,021 SF
LANDSCAPE AREA	19%	12,309 SF
TOTAL AREA		64,207 SF

KEYNOTE	
#	DESCRIPTION
1	PROPOSED SIDEWALK
2	BIKE RACK
3	VISITOR PARKING STALLS
4	PROPOSED COVERED VEHICLE PARKING STRUCTURE, RESERVED FOR DUPLEX UNIT OWNERS
5	DUPLEX ENTRANCE PATHWAY, PAVERS TO BE SELECTED BY OWNER
6	PROPOSED PUBLIC ART LOCATION

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DATE: APRIL 2024
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CHECKED BY: JH
JOB NUMBER: MKT 22

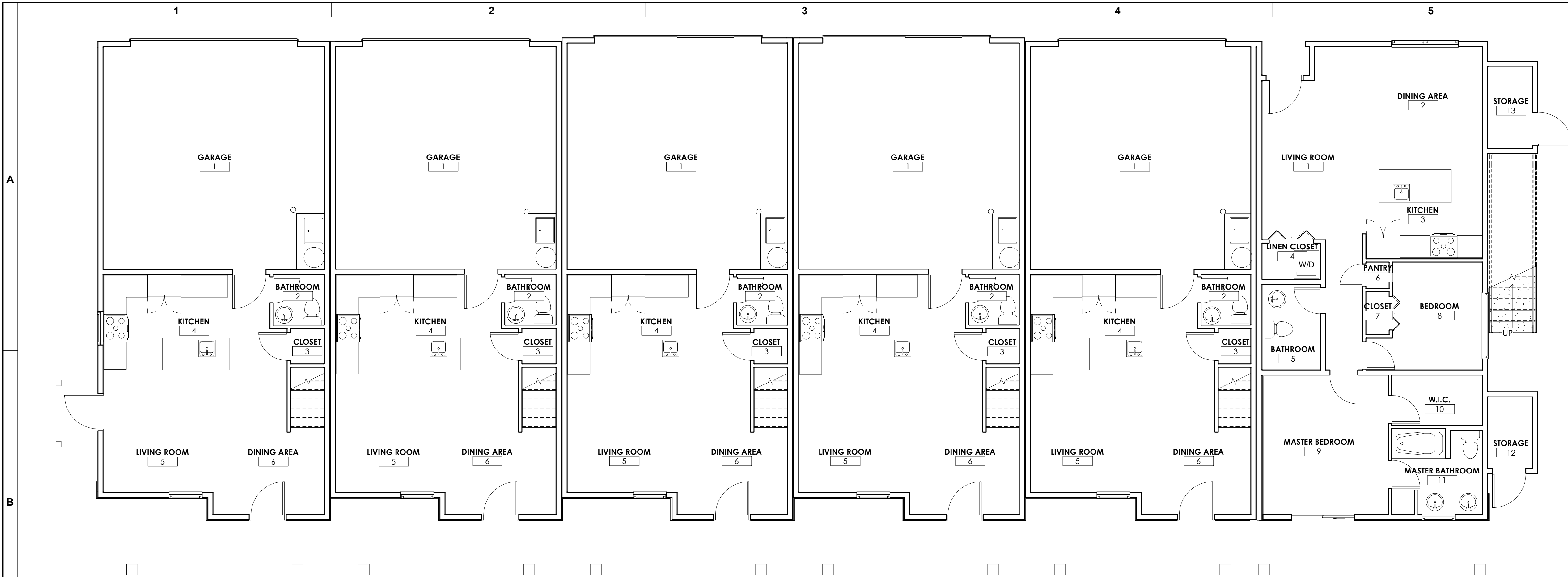
SHEET TITLE

SITE PLAN - PHASE II

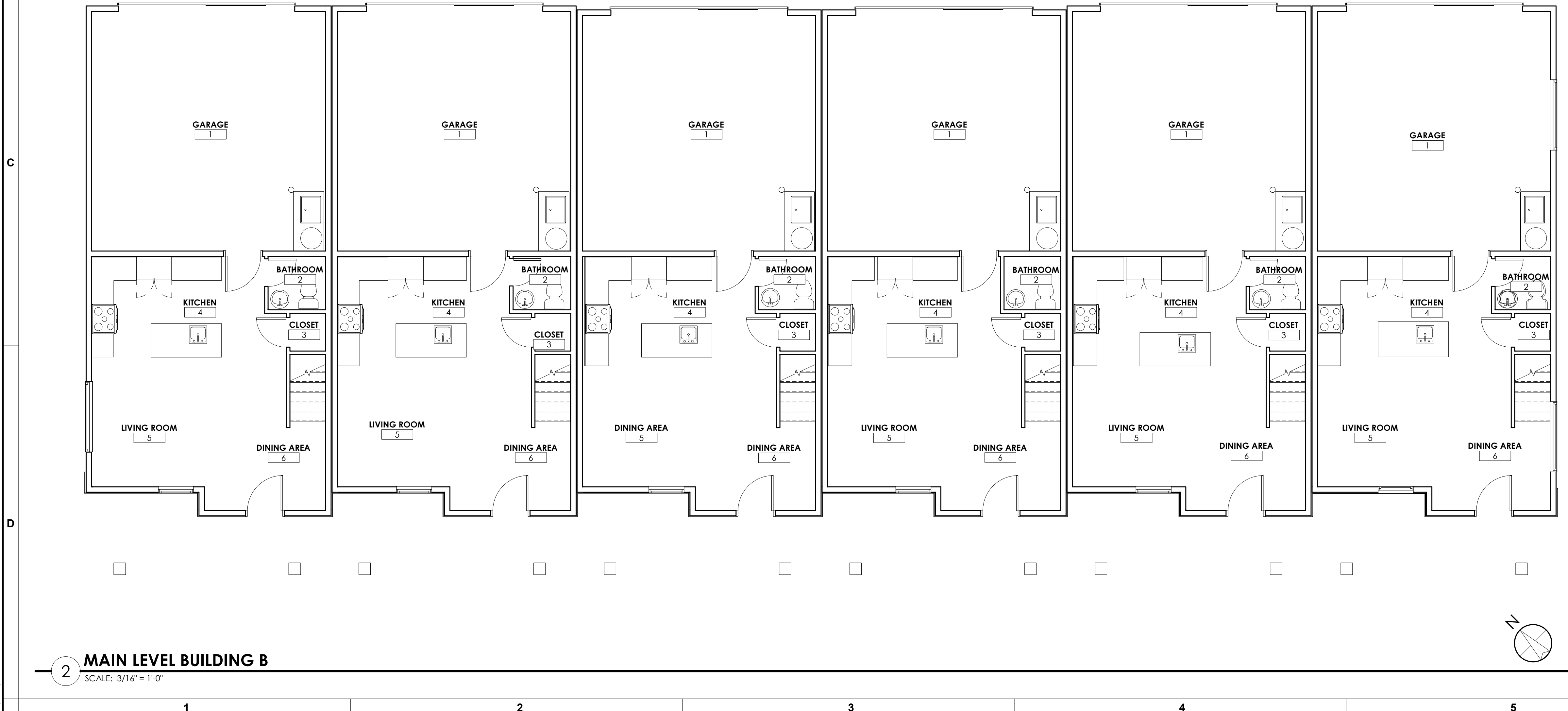
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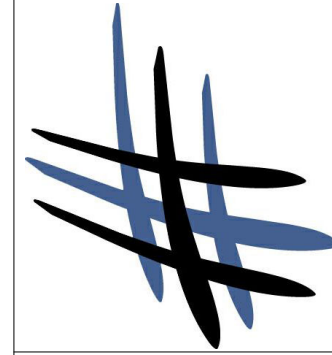


1 MAIN LEVEL BUILDING A
SCALE: 3/16" = 1'-0"



2 MAIN LEVEL BUILDING B
SCALE: 3/16" = 1'-0"

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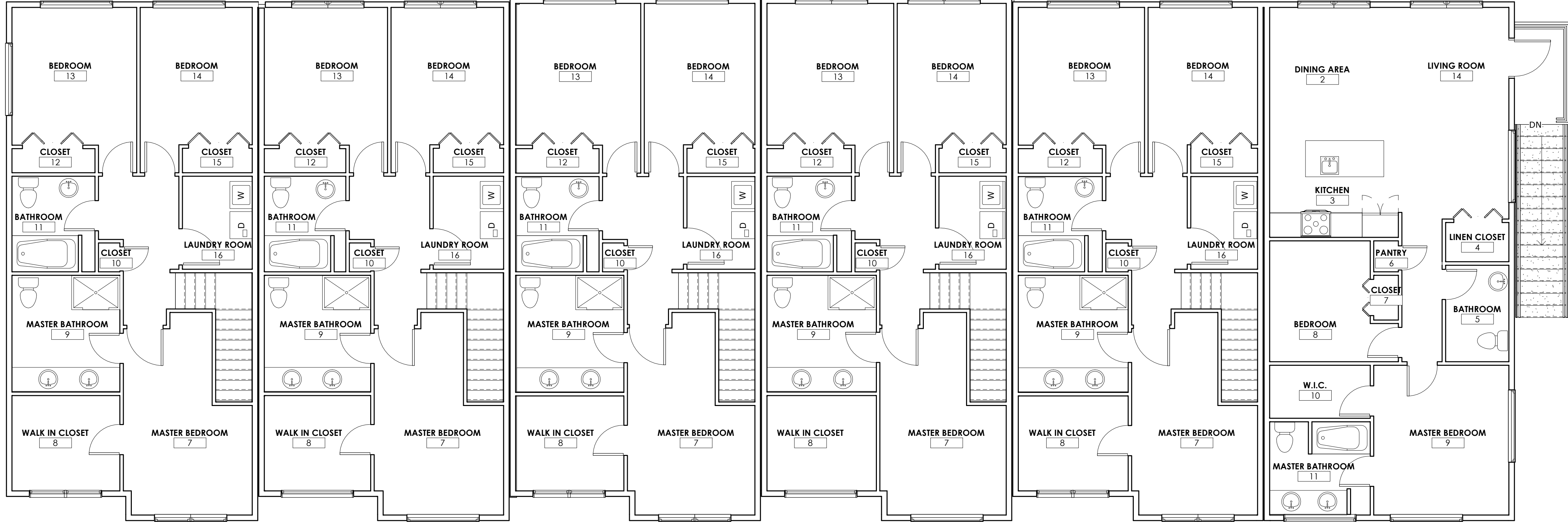
DATE	DESCRIPTION	COMMENTS
APRIL 2024		
BT		
JLH		
MKT 22		

SHEET TITLE
MAIN LEVEL
FLOOR PLANS -
BUILDINGS A
AND B

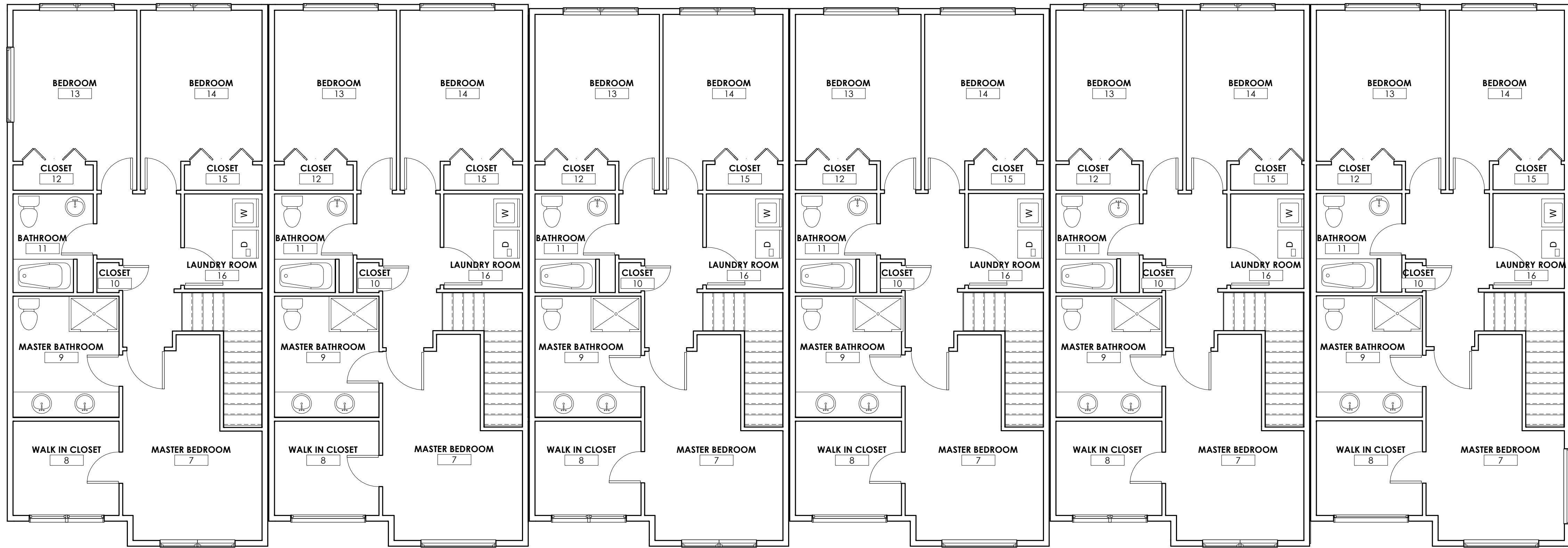
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A-2.0

A-2.2

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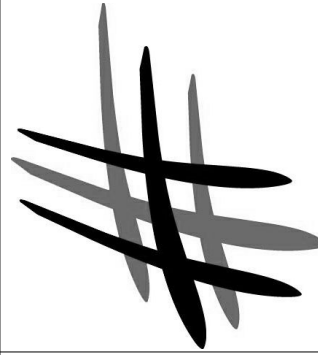


1 SECOND LEVEL BUILDING A
SCALE: 3/16" = 1'-0"



2 SECOND LEVEL BUILDING B
SCALE: 3/16" = 1'-0"

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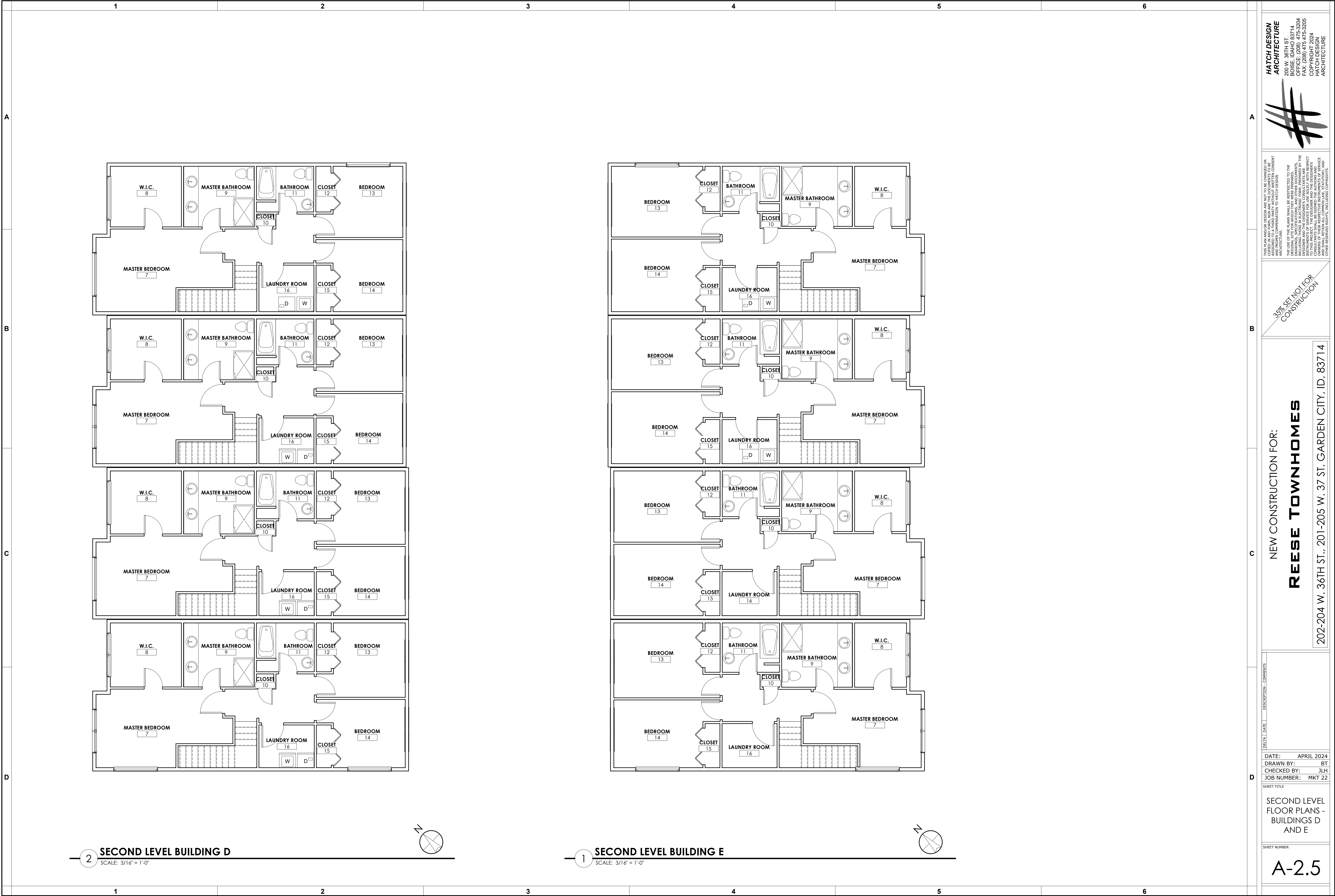
DELTA	DATE	DESCRIPTION	COMMENTS
DATE:	APRIL 2024		
DRAWN BY:	BT		
CHECKED BY:	JLH		
JOB NUMBER:	MKT 22		
SHEET TITLE			

SECOND LEVEL
FLOOR PLANS -
BUILDINGS A
AND B

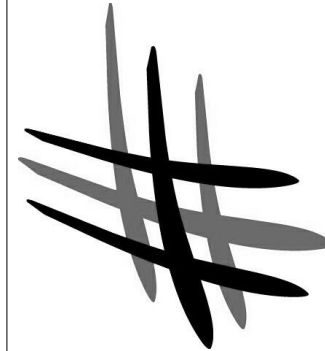
SHEET NUMBER

A-2.3

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REESE TOWNHOMES
202-204 W. 36TH ST., 201-205 W. 37 ST. GARDEN CITY, ID, 83714

DATE	DATE	DESCRIPTION	COMMENTS
DATE:	APRIL 2024		
DRAWN BY:	BT		
CHECKED BY:	JLH		
JOB NUMBER:	MKT 22		

SHEET TITLE

SECOND LEVEL
FLOOR PLANS -
BUILDINGS D
AND E

SHEET NUMBER

A-2.5

4/19/2024 8:47:58 AM



KEYNOTE	
#	DESCRIPTION
1	PROPOSED ENTRY/ ACCENT WALL MOUNTED EXTERIOR LIGHT

EXTERIOR FINISH LEGEND	
BB-1	BOARD AND BATTEN SIDING
LS-1	LAPPED SIDING
WC-1	WAINSCOT

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PROJECT: REESE TOWNHOMES
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CHECKED BY: MKT
DATE: APRIL 2024

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DELTA | DATE | DESCRIPTION | COMMENTS

DATE: APRIL 2024
DRAWN BY: JLH
CHECKED BY: MKT
JOB NUMBER: MKT 22

SHEET TITLE
BUILDING C -
ELEVATIONS

SHEET NUMBER
A-4.2

