



April 7, 2023

Garden City Development Services  
Jenah Thornborrow, Director  
City of Garden City  
6015 N. Glenwood St.  
Garden City, ID 83714

[jthorn@gardencityidaho.org](mailto:jthorn@gardencityidaho.org)

**RE: The Residences at River Club | Minor Land Division  
Application Narrative, Compliance Statement & Statement of Intent**

Dear Ms. Thornborrow:

On behalf of the property owner, LB River Club Owner LLC, and its designated representative, Lincoln Property Company and its west coast affiliate, LPC West, Inc. (collectively, the **Applicant** or **LPC**), we are pleased to submit an application for a Minor Land Division of approximately 103.78-acres of property. The property is addressed as 6515 W. State Street in Garden City and identified by tax parcel numbers S0630223350 and S0630212910.

Enclosed are the applicable items required for the application. The purpose of the proposed Minor Land Division is to separate the property into four parcels for development purposes. Three of the proposed parcels are currently under review for a Specific Area Plan application as file SAPFY2023-0001. As noted in the City Engineer's comment letter for the SAP application (letter dated 07-Jan-23), the three parcels proposed by the MLD as Parcels C, D & E comprise the entire SAP boundary.

The application is not a subdivision per Idaho Code, but is allowed in Garden City as a Minor Land Division under GCC 8-5C-6. As such, the application checklist items have been provided for those elements related to this type of application and are abbreviated from the components of a typical subdivision. The submitted materials are consistent with the content of other Garden City MLD applications.

Should you have any questions during your review, please don't hesitate to let me know.

Sincerely,



Jason Densmer, PE, Principal  
The Land Group, Inc.



## LAND DIVISION

Permit info: MLDFY2023-0001

Application Date: 4/7/2023 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](http://www.gardencityidaho.org) ▪ [building@gardencityidaho.org](mailto:building@gardencityidaho.org)

### CONTACT INFORMATION

#### APPLICANT

Name: Trever Nicoll, LPC West, Inc.

Email: [tnicoll@lpc.com](mailto:tnicoll@lpc.com)

Phone: 208-616-4887

Address: 176 S. Capitol Blvd.

Boise, ID 83702

#### OWNER

Name: LB River Club Owner LLC / Patrick Gilligan, Signatory Address: 1211 SW 5th Ave., Suite 700

Email: [pgilligan@lpc.com](mailto:pgilligan@lpc.com)

Phone: 503-224-1193

Portland, OR 97204

### PROPERTY INFORMATION

#### Subdivision/Project Name:

Residences at River Club

#### Site address:

6515 W. State Street, Garden City, ID

#### Description of Existing Use(s):

Commercial. The River Club golf club.

#### Description of Surrounding Uses:

North: commercial & multi-family; East: commercial, residential, assisted living; South: residential, Boise River;  
West: residential, commercial.

### 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 n/a

Number of residential lots 4 Number of commercial lots \_\_\_\_\_ Number of mixed use lots \_\_\_\_\_

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

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

n/a. No common open space lots are proposed.

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 \_\_\_\_\_ Multi-Family ☒

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? Partially.

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. Refer to concurrent Specific Area Plan as SAPFY2023-0001.

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

Refer to concurrent Specific Area Plan application as SAPFY2023-0001.

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

No new public streets are proposed.

**Are there new ingress/egress being proposed?**

Refer to concurrent Specific Area Plan application as SAPFY2023-0001.

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

n/a for Minor Land Division

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

n/a for Minor Land Division

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

n/a for Minor Land Division

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

Refer to concurrent Specific Area Plan application as SAPFY2023-0001.

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

n/a for Minor Land Division. Will be addressed with subsequent PWU and construction plans.

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

Refer to concurrent Specific Area Plan application as SAPFY2023-0001.

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

Refer to concurrent Specific Area Plan application as SAPFY2023-0001.

**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?**

n/a for Minor Land Division

**What sustainable concepts have been incorporated into the design?**

n/a for Minor Land Division

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

### FOR CONDOMINIUM SUBDIVISIONS:

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

- n/a ☐ 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
- n/a ☐ 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):**

- ~~X~~ Should include purpose, scope, and intent of project  
n/a ☐ 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):**

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

**INFORMATION FOR LEGAL DESCRIPTION (PLEASE CHECK):**

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

n/a **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):**

- ~~X~~ 8 ½" x 11" size minimum  
~~X~~ 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')  
~~X~~ Impact of the proposed siting on existing buildings, structures, and/or building envelopes

n/a **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

**n/a 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

**n/a 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

**n/a 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)

**n/a 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

**n/a 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.

**n/a 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

**n/a 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

**n/a 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

**n/a 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

**n/a 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.

**n/a** INFORMATION FOR DEDICATIONS AND EASEMENTS (PLEASE CHECK):

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

**n/a** 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.

**n/a** 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

**n/a** 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

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

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

**n/a** 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

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## Preliminary Title Report

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**First American**

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4106-4000611

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

#### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### ***First American Title Insurance Company***

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American**

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4106-4000611

### **Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 2150 S Bonito Way, Ste 100 ,  
Meridian, ID 83642

Issuing Office's ALTA® Registry ID: 1144623

Commitment No.: 4106-4000611

Property Address: 6515 W. State Street, Boise, ID 83703

Parcel Number: R7100480120 (New for 2023), S0524449418,  
S0619336572, S0630212910, S0630223350

Revision No.: 1 - TO UPDATE AND ADD ENDORSEMENT 10-19-  
22

### **Inquiries Should Be Directed To:**

Escrow Officer: Tami DeJournett-Albert,  
tdalbert@firstam.com, (208)501-7223

Title Officer: May Lin Carlsen, mcarlsen@firstam.com,  
(208)321-5114

Issuing Office File No.: 4106-4000611

## **SCHEDULE A**

1. Commitment Date: October 13, 2022 at 7:30 AM
2. Policies to be issued:
  - (a) ALTA® Ext Loan Policy (6-17-06)  
Proposed Insured: Northwest Bank and each successor and/or assign that is a successor in ownership of the Indebtedness, except as provided in Section 12(c) of the Conditions.  
Proposed Policy Amount: \_\_\_\_\_ Premium Amount: \_\_\_\_\_  
(Premium amount reflects \_\_\_\_\_ credit)
  - (b) Endorsements: \_\_\_\_\_ Premium Amount: \_\_\_\_\_

3. The estate or interest in the Land described or referred to in this Commitment is

**Fee Simple as to Parcels A and B, and an Easement Estate as to Parcel C**

4. The Title is, at the Commitment Date, vested in: **LB River Club Owners, LLC, a Delaware limited liability company**
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

**First American Title Insurance Company**

May Lin Carlsen, Title Officer

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**First American**

# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4106-4000611

Commitment No.: 4106-4000611

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Evidence of the authority of the individual(s) to execute the forthcoming document for **LB River Club Owners, LLC**, copies of the current operating agreement should be submitted prior to closing.

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**First American**

## **Schedule BI & BII (Cont.)**

### **ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: 4106-4000611

Commitment No.: 4106-4000611

#### **SCHEDULE B, PART II**

##### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. General and Special Taxes for the year 2022, an accruing lien not due or payable until the fourth Monday in November 2022 when the bills are issued, the first half of which is not delinquent until after December 20, 2022.

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9. General taxes which may be assessed and extended on any "subsequent" or "occupancy" tax roll, which may escape assessment of the regular tax roll; which are a lien not yet due or payable.
10. Any tax, fee, assessments or charges as may be levied by City of Garden City.
11. Any tax, fee, assessments or charges as may be levied by Boise Valley Irrigation Ditch Company.
12. Any tax, fee, assessments or charges as may be levied by The Plantation Master Association.
13. The rights, powers and easements of Flood Control District No. 10, as by law provided, none due and payable.
14. Any question that may arise due to the shifting and/or changing in the course of the Boise River, North Channel of the Boise River, Lake Elmore and Sand Creek.
15. Right, title and interest of the State of Idaho in the bed or former bed of the Boise River, North channel of the Boise River, Lake Elmore and Sand Creek.
16. Except mineral or water rights, claims or title to mineral or water.
17. Any and all offers of dedication, easements, notes and/or provisions shown or disclosed by the filed or recorded map for The Plantation No. 1, Book [44 of Plats at Pages 3529 through 3531](#) referred to in the legal description.
18. Any and all offers of dedication, easements, notes and/or provisions shown or disclosed by the filed or recorded map for The Plantation No. 2, Book [45 at Pages 3693 and 3694](#) referred to in the legal description.
19. Any and all offers of dedication, easements, notes and/or provisions shown or disclosed by the filed or recorded map for Orlovich's Plantation Subdivision, Book [58 Pages 5633 and 5634](#) referred to in the legal description.
20. Any and all offers of dedication, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map for Amended Plat of The Plantation No. 2, Book [58 Pages 5559 through 5561](#) referred to in the legal description.

Resolutions for Abandonment of Easements recorded July 17, 2019, as Instrument No. [2019-063437](#) and recorded August 15, 2019, as Instrument No. [2019-075074](#), Records of Ada County, Idaho.

21. Perpetual Easement, including terms and provisions contained therein:

Recording Information: [7640371](#), RR [7641765](#)  
 In Favor of: City of Boise  
 For: sewer lines and mains

22. Easement, including terms and provisions contained therein:

Recording Information: [7748126](#)  
 In Favor of: Plantation Development, Inc.  
 For: ingress and egress

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23. Easement, including terms and provisions contained therein:  
Recording Information: [7851394](#)  
In Favor of: Plantation Development, Inc  
For: ingress and egress
24. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:  
Recording Information: [7809725](#)  
  
Modification and/or amendment by instrument:  
Recording Information: [7865989](#); [8004454](#); [8006448](#); [94040475](#); [102063849](#);  
[105052685](#); [108057403](#);
25. Easement, including terms and provisions contained therein:  
Recording Information: [7945854](#)  
In Favor of: Mountain States Telephone and Telegraph Company  
For: communication line
26. Easement, including terms and provisions contained therein:  
Recording Information: [7953953](#)  
In Favor of: Ada County Highway District and Idaho Power  
Company  
For: power lines, power poles and facilities
27. Easement, including terms and provisions contained therein:  
Recording Information: [8000115](#)  
In Favor of: Idaho Power Company  
For: power line
28. Terms, conditions, covenants, conditions, restrictions and easements contained in Corporation Deed recorded February 14, 1980, as Instrument No. [8007799](#), Records of Ada County, Idaho.  
  
Declaration of Termination of Easements recorded August 28, 2019, as Instrument No. [2019-080247](#), Records of Ada County, Idaho.
29. Easement, including terms and provisions contained therein:  
Recording Information: [8417739](#)  
In Favor of: Idaho Power Company  
For: power line
30. The terms and provisions contained in the document entitled "Memorandum of Architectural and Environmental Regulations"  
Recorded: July 24, 1986  
Recording No.: [8641986](#)

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31. Settlement Agreement and the terms and conditions thereof:  
Between: Fireman's Fund Mortgage Corporation  
And: James Gregory Jackson and Sheila Joyce Smith, husband and wife, State of Idaho Board of Land Commissioners, City of Garden City, Idaho Foundation for Parks & Lands, Inc., Boise River Trail Foundation, Inc. and the individual homeowners of Plantation Subdivision #1 as amended, residing in Lots 53 through 61, and Plantation Subdivision #3, residing in Lots 62 through 69  
Recording Information: [8940176](#)
32. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:  
Recording Information: [9045773](#)
33. Easement, including terms and provisions contained therein:  
Recording Information: [9116789](#)  
In Favor of: Fireman's Fund Mortgage Corporation  
For: sanitary sewer and storm drain
34. Easement, including terms and provisions contained therein:  
Recording Information: [9168315](#)  
In Favor of: US West Communications  
For: communication line
35. Retention easements set forth in Vacation of Public Right of Way recorded October 9, 1992, as Instrument No. [9269165](#), re-recorded October 15, 1992, as Instrument No. [9270250](#), Records of Ada County, Idaho.
36. Easement, including terms and provisions contained therein:  
Recording Information: [95051034](#)  
In Favor of: Savannah Greens Partnership  
For: sewer line
37. Easement, including terms and provisions contained therein:  
Recording Information: [100008552](#) and [100008553](#)  
In Favor of: Drainage District No. 2  
For: drainage ditch
38. Encroachment Agreement and the terms and conditions thereof:  
Between: NGP Realty Sub, L.P., American Golf Corporation  
And: Mark Johnson and Chrissy Johnson  
Recording Information: [107043665](#)
39. Easement, including terms and provisions contained therein:  
Recording Information: [2017-112663](#)  
In Favor of: Idaho Power Company  
For: underground power line

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40. Construction License and Easement Agreement and the terms and conditions thereof:  
Between: 6224 W. State, LLC  
And: Glass Creek, LLC  
Recording Information: [2020-005102](#)
41. All matters disclosed by a record of survey recorded October 7, 2021 under recording no. [2021-146096](#).
42. All matters disclosed by a record of survey recorded July 14, 2022 under recording no. [2022-063858](#).
43. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
44. Any off-record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

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# INFORMATIONAL NOTES

- A. This is an accommodation and not part of this commitment, no liability is assumed by noting the following: The parties disclosed in Schedule A, Section 3 were derived from Grant Deed, recorded June 22, 2022, as Instrument No. [2022-057979](#), Records of Ada County, Idaho. Additional Conveyances involving the parties disclosed in Schedule A, Section 3 which have recorded within the last 24 months: None
- B. General taxes for the year 2021, which have been paid.  
 Tax Account No.: R7100480120, S0524449418, S0619336572, S0630212910, S0630223350  
 Code Area: see tax sheets  
 Amount: \$ see tax sheets  
 Assessed Land Value: \$  
 Assessed Improvement Value: \$
- C. A cancellation fee may be charged on any order canceled after the date of the Commitment.

NOTE: Recording fees: \$10.00 for the first page and \$3.00 per page for every page thereafter.

- (i) Deeds, grants and conveyances of real property .....\$15.00
  - (ii) Trust deeds or mortgages of real property, including fixture filings, security agreements and assignments of leases and rents if contained within the same instrument for recording .....\$45.00
  - (iii) Reconveyances of trust deeds, including a substitution of trustee if contained within the same instrument for recording, and releases of mortgages .....\$15.00
  - (iv) Powers of attorney .....\$25.00
- Additional \$2.25 per document electronic recording fee.

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**First American**

# Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No: 4106-4000611

Commitment File No.: 4106-4000611

The Land referred to herein below is situated in the County of Ada, State of ID, and is described as follows:

**Parcel A:**

A parcel of land located in Sections 19 and 30 of Township 4 North, Range 2 East, Boise Meridian, and Sections 24 and 25 of Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in [Book 14 of Plats at Page 941](#) of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet (formerly described as South 45° 44' 14" West, 449.59 feet) on the southerly line of said Plantation Acres Subdivision to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in [Book 75 of Plats at Page 7722](#) of Ada County Records;

Thence North 48° 49' 22" West, a distance of 169.40 feet (formerly described as North 48° 55' 46" West, 169.72 feet) on the westerly line of said Elmore Lake Townhomes Subdivision and said line extended; Thence North 21° 10' 21" West, a distance of 350.24 feet (formerly described as North 21° 15' 46" West, 351.16') on the westerly line of those Deeds recorded as Instrument Numbers [100079629](#), [2016-125750](#), [112109226](#) and [2021-053038](#) of Ada County Records;

Thence North 14° 45' 22" West, a distance of 175.12 feet (formerly described as North 14° 51' 46" West, 172.06 feet) on the westerly line of that Deed recorded as Instrument Number [9014579](#) of Ada County Records;

Thence North 12° 00' 17" West, a distance of 49.57 feet to a point on the westerly line of that parcel of land shown on Record of Survey Number [10780](#) of Ada County Records;

Thence North 56° 51' 51" West, a distance of 753.13 feet (formerly described as North 56° 57' 18" West) on the westerly line said Record of Survey Number [10780](#) parcel;

Thence North 50° 20' 53" West, a distance of 273.01 feet (formerly described as North 49° 49' 19" West, 273.53 feet) on the westerly line of said Record of Survey Number [10780](#) parcel to the northeast corner of Lot 5, Block 1 of Lake Plantation Subdivision, recorded in [Book 56 of Plats at Page 5210](#) of Ada County Records;

Thence on the northerly and easterly boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence South 42° 56' 16" West, a distance of 201.60 feet;

Thence South 61° 24' 07" East, a distance of 225.34 feet;

Thence South 83° 24' 28" East, a distance of 188.28 feet;

Thence South 62° 24' 09" East, a distance of 244.87 feet;

Thence South 41° 23' 21" East, a distance of 469.65 feet;

Thence South 14° 52' 30" East, a distance of 195.00 feet to the northeast corner of Lot 12, Block 1 of The Townhouse at Plantation No. 1 (Subdivision);

Thence leaving the easterly boundary line of said Lake Plantation Subdivision and on the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) for the following courses and distances:

Thence South 14° 52' 30" East, a distance of 200.00 feet (formerly described as 200.01 feet);

Thence South 25° 26' 10" East, a distance of 200.00 feet;

Thence South 61° 37' 31" West, a distance of 265.00 feet;

Thence North 24° 24' 40" West, a distance of 393.00 feet to the southwest corner of Lot 26, Block 1 of said Lake

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Plantation Subdivision;

Thence leaving the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) and on the exterior boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence North 24° 22' 31" West, a distance of 406.94 feet;

Thence North 28° 58' 08" West, a distance of 288.31 feet to a point of curve;

Thence 137.53 feet on the arc of a curve to the left, said curve having a radius of 74.71 feet, a central angle of 105° 28' 35", a chord bearing of North 81° 42' 14" West, and a chord length of 118.92 feet; Thence South 45° 33' 41" West, a distance of 197.78 feet to a point of curve on the northerly right of way line of West Riverside Drive;

Thence 271.85 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 46° 29' 41", a chord bearing of North 71° 01' 20" West, and a chord length of 264.45 feet to a point of compound curve, said point being the southwest corner of Lot 1, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said Lake Plantation Subdivision and on the northerly right of way line of West Riverside Drive for the following course and distances:

Thence 59.13 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 10° 06' 48", a chord bearing of South 80° 29' 17" West, and a chord length of 59.05 feet; Thence South 75° 36' 16" West, a distance of 97.42 feet to a point of curve;

Thence 45.81 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of 14° 59' 55", a chord bearing of South 83° 06' 16" West, and a chord length of 45.68 feet;

Thence North 89° 22' 40" West, a distance of 339.36 feet (formerly described as North 89° 23' 44" West, a distance of 338.95 feet) to a point of curve;

Thence 31.34 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 89° 46' 49", a chord bearing of North 44° 30' 56" West, and a chord length of 28.23 feet (formerly described as arc length of 31.28 feet, a central angle of 89° 37' 07" and a chord length of 28.19 feet) to a point on the easterly right of way line of North Glenwood Street;

Thence leaving the northerly right of way line of West Riverside Drive, South 00° 00' 47" East, a distance of 90.11 feet (formerly described as 90.00 feet) on the easterly right of way line of North Glenwood Street to a point of curve;

Thence 31.63 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90° 37' 58", a chord bearing of North 45° 23' 29" East, and a chord length of 28.44 feet (formerly described as arc length of 31.54 feet, a central angle of 90° 20' 52" and a chord length of 28.37 feet) on the southerly right of way line of West Riverside Drive;

Thence South 89° 22' 40" East, a distance of 338.36 feet (formerly described as 338.38 feet) to a point of curve on the northerly boundary line of Daron Subdivision No. 1, recorded in [Book 86 of Plats at Page 9709](#) of Ada County Records;

Thence on the exterior boundary line of said Daron Subdivision No. 1 for the following courses and distances:

Thence 58.90 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 14° 59' 55", a chord bearing of North 83° 06' 15" East, and a chord length of 58.73 feet (formerly described as arc length of 58.91 feet, a central angle of 15° 00' 03" and a chord length of 58.74 feet);

Thence North 75° 53' 11" East, a distance of 72.22 feet (formerly described as 72.42 feet);

Thence South 21° 34' 52" West, a distance of 399.97 feet (formerly described as 400.00 feet);

Thence South 17° 05' 34" West, a distance of 264.29 feet (formerly described as South 17° 06' 38" West, 264.53 feet) to a point of curve;

Thence leaving the exterior boundary line of said Daron Subdivision No. 1, 156.01 feet on the arc of a curve to the left, said curve having a radius of 117.00 feet, a central angle of 76° 23' 49", a chord bearing of South 21° 00' 10" East, and a chord length of 144.70 feet (formerly described as arc length of 155.83 feet, a central angle of 76° 18' 49", a chord bearing of South 21° 05' 10" East and a chord distance of 144.57 feet);

Thence South 59° 24' 46" East, a distance of 30.22 feet (formerly described as South 59° 20' 16" East, 30.10 feet) to a point of curve;

Thence 127.59 feet on the arc of a curve to the right, said curve having a radius of 153.00 feet, a central angle of 47° 46' 45", a chord bearing of South 35° 24' 47" East, and a chord length of 123.92 feet (formerly described as an arc length of 127.58 feet, a central angle of 47° 46' 41", a chord bearing of South 35° 26' 54" East, and a chord distance of 123.92 feet);

Thence South 11° 24' 39" East, a distance of 38.15 feet (formerly described as South 11° 33' 32" East, 38.45 feet) to a point on the toe of slope of the Corps of Engineers Dike – Northside of the Boise River;

Thence South 63° 24' 25" East, a distance of 169.57 feet (formerly described as South 63° 23' 44" East, 169.37 feet);

Thence South 50° 09' 19" East, a distance of 398.28 feet (formerly described as South 50° 09' 09" East, 398.13 feet);

Thence South 59° 28' 14" East, a distance of 160.51 feet;

Thence South 66° 28' 01" East, a distance of 310.74 feet;

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Thence South 76° 23' 44" East, a distance of 337.01 feet;  
 Thence South 57° 03' 44" East, a distance of 81.56 feet;  
 Thence leaving the toe of slope of the Corps of Engineers Dike – Northside of the Boise River, and on the Northerly Bank of the Boise River for the following courses and distances:  
 Thence South 32° 56' 16" West, a distance of 39.00 feet;  
 Thence South 22° 05' 38" East, a distance of 137.41 feet;  
 Thence South 43° 08' 44" East, a distance of 37.11 feet;  
 Thence South 13° 07' 42" East, a distance of 61.01 feet (formerly described as South 13° 08' 44" East, 60.68 feet) to a point on the westerly boundary line of Wanner's Plantation Estates Subdivision, recorded in [Book 59 of Plats at Page 5680](#) of Ada County Records;  
 Thence leaving the Northerly Bank of the Boise River and on the exterior boundary line of said Wanner's Plantation Estates Subdivision for the following courses and distances:  
 Thence North 06° 50' 28" West, a distance of 141.06 feet (formerly described as 140.53 feet);  
 Thence North 88° 24' 32" East, a distance of 226.06 feet;  
 Thence North 66° 38' 09" East, a distance of 14.80 feet (formerly described as 15.00 feet);  
 Thence North 04° 04' 54" West, a distance of 106.77 feet;  
 Thence North 89° 54' 16" East, a distance of 49.61 feet;  
 Thence South 51° 49' 18" East, a distance of 161.90 feet (formerly described as 161.80 feet);  
 Thence South 39° 30' 44" East, a distance of 413.96 feet (formerly described as 413.97 feet);  
 Thence South 31° 55' 28" East, a distance of 73.32 feet;  
 Thence South 10° 40' 13" East, a distance of 131.12 feet (formerly described as South 10° 40' 28" East, 131.28 feet) to the southeast corner of Lot 1, Block 1 of said Wanner's Plantation Estates Subdivision; Thence leaving said Wanner's Plantation Estates Subdivision,  
 South 08° 51' 11" East, a distance of 46.30 feet (formerly described as South 08° 50' 40" East, 46.13 feet) to the northerly lot corner common to Lots 12 and 13, Block 6 of The Plantation No. 3 (Subdivision), recorded in [Book 51 of Plats at Page 4249](#) of Ada County Records;  
 Thence on the exterior boundary line of said The Plantation No. 3 (Subdivision) for the following courses and distances:  
 Thence South 84° 22' 18" East, a distance of 176.62 feet (formerly described as 174.93 feet and 176.62 feet);  
 Thence South 47° 22' 18" East, a distance of 129.60 feet;  
 Thence South 21° 22' 18" East, a distance of 420.00 feet to the northeast corner of Lot 6, Block 5 of The Plantation No. 1 (Subdivision), recorded in [Book 44 of Plats at Page 3529](#) of Ada County Records; Thence leaving the exterior boundary line of said The Plantation No. 3 (Subdivision) and on the exterior boundary line of said The Plantation No. 1 (Subdivision) for the following courses and distances: Thence South 21° 22' 18" East, a distance of 372.26 feet (formerly described as 372.25 feet) to the northwest corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);  
 Thence South 10° 37' 42" West, a distance of 115.94 feet to a point on a curve on the northerly right of way line of West Plantation Drive;  
 Thence 122.17 feet on the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 39° 59' 55", a chord bearing of North 80° 37' 39" East, and a chord length of 119.70 feet (formerly described as an arc length of 122.18 feet, a central angle of 40° 00' 04" and a long chord of 119.71 feet);  
 Thence North 60° 37' 38" East, a distance of 41.36 feet on said northerly right of way line to southeast corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);  
 Thence North 04° 19' 15" West, a distance of 139.50 feet (formerly described as 139.20 feet) to the lot corner common to said Lot 2, Block 5 of said The Plantation No. 1 (Subdivision) and Lot 21, Block 4 of The Plantation No. 4 (Subdivision), recorded in [Book 58 of Plats at Page 5480](#) of Ada County Records; Thence on the exterior boundary line of said The Plantation No. 4 (Subdivision) for the following courses and distances:  
 Thence North 10° 22' 20" West, a distance of 655.71 feet (formerly described as 655.72 feet);  
 Thence North 59° 42' 23" East, a distance of 181.76 feet, (formerly described as North 59° 40' 15" East);  
 Thence South 63° 40' 13" East, a distance of 180.00 feet (formerly described as South 63° 42' 24" East);  
 Thence South 04° 23' 44" East, a distance of 611.10 feet (formerly South 04° 23' 41" East, a distance of 611.30 feet) to the lot corner common to Lot 4, Block 4 of said The Plantation No. 4 (Subdivision), and Lot 2, Block 4 of said The Plantation No. 1 (Subdivision) the exterior boundary line of said The Plantation No. 4 (Subdivision); Thence leaving the exterior boundary line of said The Plantation No. 4 (Subdivision), South 04° 16' 03" East, a distance of 89.80 feet (formerly described as 89.83 feet) to the southwest corner of Lot 2, Block 4 of said The Plantation No. 1 (Subdivision), being a point of curve on the northerly right of way line of West Plantation Drive;  
 Thence 99.04 feet on the arc of a curve to the right, said curve having a radius of 525.00 feet, a central angle of 10° 48' 30", a chord bearing of North 87° 19' 37" East, and a chord length of 98.89 feet (formerly described as an arc length of

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97.13 feet, a central angle of 10° 36' 00" and a chord length of 96.99 feet);  
 Thence South 87° 16' 03" East, a distance of 81.64 feet on said northerly right of way line of West Plantation Drive to the southerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision);  
 Thence North 02° 43' 57" East, a distance of 100.00 feet to the northerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision), said corner being common to the southwest corner of Lot 1, Block 2 of Wedgewood Greens Subdivision, recorded in [Book 60 of Plats at Page 6042](#) of Ada County Records;  
 Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:  
 Thence North 08° 26' 53" West, a distance of 326.70 feet (formerly described as 326.92 feet);  
 Thence North 00° 07' 06" West, a distance of 188.46 feet (formerly described as 188.09 feet);  
 Thence South 88° 30' 12" East, a distance of 132.56 feet (formerly described as 132.47 feet);  
 Thence South 33° 37' 54" East, a distance of 164.84 feet (formerly described as 164.92 feet) to a point of curve;  
 Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40° 39' 26", a chord bearing of South 13° 18' 11" East, and a chord length of 34.74 feet (formerly described as a central angle of 40° 39' 24");  
 Thence South 89° 56' 27" East, a distance of 114.18 feet (formerly described as North 89° 54' 24" East);  
 Thence South 00° 07' 01" East, a distance of 8.48 feet (formerly described as South 00° 33' 04" West, 8.42 feet);  
 Thence leaving the exterior boundary line of said Wedgewood Greens Subdivision, South 89° 24' 43" East, a distance of 117.62 feet (formerly described as South 89° 23' 00" East, 117.90 feet);  
 Thence North 00° 26' 19" East, a distance of 66.37 feet (formerly described as North 00° 37' 00" East, 66.04 feet) to the westerly lot corner common to Lots 2 and 3, Block 1 of Kessinger Subdivision, recorded in [Book 73 of Plats at Page 7586](#) of Ada County Records;  
 Thence North 04° 05' 27" West, a distance of 59.75 feet (formerly described as North 04° 14' 01" West, 60.22 feet) on the westerly boundary line of said Kessinger Subdivision;  
 Thence North 13° 37' 08" West, a distance of 124.77 feet (formerly described as North 13° 30' 03" West, 124.75 feet) on the westerly line of Kessinger Subdivision;  
 Thence North 27° 49' 52" West, a distance of 198.57 feet (formerly described as North 27° 54' 15" West, 198.01 feet) on the westerly line of Kessinger Subdivision and the westerly boundary line of Savannah Greens Subdivision No. 4, recorded in [Book 79 of Plats at Page 8455](#) of Ada County Records;  
 Thence North 38° 53' 07" West, a distance of 165.00 feet (formerly described as North 38° 51' 33" West) on the westerly boundary line of Savannah Greens Subdivision No. 4 to the westerly most boundary angle point of said Savannah Greens Subdivision No. 4;  
 Thence North 36° 22' 28" West, a distance of 203.82 feet (formerly described as North 36° 48' 46" West, 204.60 feet);  
 Thence North 43° 58' 14" West, a distance of 256.08 feet (formerly described as North 44° 07' 46" West);  
 Thence North 39° 39' 46" East, a distance of 268.62 feet (formerly described as North 39° 30' 14" East, 270.74 feet) to a point on the westerly right of way line of West State Street;  
 Thence North 50° 47' 44" West, a distance of 122.55 feet (formerly described as North 50° 48' 30" West, 121.13 feet) on the westerly right of way line of West State Street;  
 Thence North 50° 51' 55" West, a distance of 1449.31 feet (formerly described as 1449.43 feet) to a point of curve;  
 Thence 217.41 feet on the arc of a curve to the right, said curve having a radius of 17229.00 feet, a central angle of 00° 43' 23", a chord bearing of North 51° 38' 58" West, and a chord length of 217.41 feet (formerly described as an arc length of 217.09 feet, a central angle of 00° 43' 19" and a long chord of 217.09 feet) on the westerly right of way line of West State Street to the POINT OF BEGINNING.

#### PARCEL B:

A parcel of land located in Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);  
 Thence from said One Quarter Section Corner, South 14°48'27" West, a distance of 2896.07 feet (formerly described as South 14°48'24" West, a distance of 2896.39 feet) to the Northeast corner of Lot 2, Block 1 of Orlovich's Plantation Subdivision, recorded in [Book 58 of Plats at Pages 5633 to 5634](#) of Ada County Records, said point being on the Southerly Right of Way line of West Plantation Drive/Lane, and being the POINT OF BEGINNING;

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Thence South 00° 07' 18" West, a distance of 139.89 feet (formerly described as 139.55 feet) to the northeast corner of Lot 3, Block 1 of Orlovich's Plantation Subdivision;

Thence South 88° 37' 32" West, a distance of 79.96 feet (formerly described as 80.26 feet) on said Lot Line;

Thence South 63° 36' 22" West, a distance of 74.51 feet (formerly described as 74.19 feet) on said Lot Line;

Thence South 76° 39' 22" West, a distance of 20.62 feet (formerly described as 20.71 feet) on said Lot Line;

Thence South 00° 38' 11" West, a distance of 256.01 feet (formerly described as 255.54 feet) on the westerly boundary line of said Orlovich's Plantation Subdivision and the westerly boundary of The Amended Plat of a Portion of Lot 1, and All of Lots 2, 3, 4, 5 and 6, Block 1, The Plantation No. 2 (hereinafter referred to as Amended Plat of Plantation No. 2), to a point on the westerly boundary of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the exterior boundary line of Lot 70, Block 1, of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 15' 54" West, a distance of 26.20 feet to a point of curve on the right-of-way line of Gramarcy Lane;

Thence 60.97 feet on the arc of a curve to the right, said curve having a radius of 45.00 feet, a central angle of 77° 37' 59", a chord bearing of South 06° 49' 19" West, and a chord length of 56.41 feet (formerly described as an arc length of 60.79, a central angle of 77° 23' 49" and a long chord of 56.27 feet) on the right-of-way line of Gramarcy Lane;

Thence South 44° 29' 21" East, a distance of 54.17 feet;

Thence South 00° 31' 36" West, a distance of 145.00 feet;

Thence North 89° 20' 48" West, a distance of 105.07 feet (formerly described as North 89° 28' 24" West, 105.00 feet);

Thence South 57° 39' 12" West, a distance of 77.34 feet (formerly described as South 57° 42' 27" West);

Thence South 52° 26' 01" East, a distance of 212.51 feet (formerly described as South 52° 27' 52" East, 212.38 feet);

Thence South 59° 58' 54" East, a distance of 120.71 feet;

Thence North 18° 33' 37" East, a distance of 135.10 feet;

Thence North 80° 43' 53" East, a distance of 360.80 feet (formerly described as 361.13 feet);

Thence South 89° 36' 39" East, a distance of 153.41 feet (formerly described as North 89° 43' 36" East, 153.71 feet);

Thence South 79° 23' 03" East, a distance of 205.39 feet (formerly described as South 78° 52' 56" East, 205.43 feet);

Thence South 68° 54' 25" East, a distance of 158.24 feet;

Thence South 62° 36' 21" East, a distance of 360.62 feet;

Thence South 89° 25' 48" East, a distance of 279.32 feet (formerly described as South 89° 34' 53" East, 280.00 feet);

Thence North 59° 52' 21" East, a distance of 68.97 feet (formerly described as North 60° 06' 58" East, 68.01 feet);

Thence North 19° 35' 18" East, a distance of 56.94 feet (formerly described as 56.66 feet) to the most easterly corner of Lot 47, Block 1 of said The Plantation No. 1 Subdivision, said point being on the southerly right-of-way line of West Sterling Lane/Drive, said point also being an angle point in the boundary line of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence North 88° 28' 30" West, a distance of 15.47 feet to a point of curve;

Thence 62.74 feet on the arc of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 13° 04' 16", a chord bearing of North 83° 19' 05" West, and a chord length of 62.60 feet (formerly described as an arc length of 62.40 feet, a central angle of 13° 00' 01" and a long chord of 62.26 feet) on the southerly right-of-way line of said West Sterling Lane/Drive;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 41' 52" West, a distance of 123.83 feet (formerly described as 123.88 feet);

Thence North 59° 19' 54" West, a distance of 80.07 feet (formerly described as 80.21 feet);

Thence North 44° 22' 16" West, a distance of 196.82 feet (formerly described as 196.43 feet);

Thence North 54° 27' 50" West, a distance of 179.53 feet (formerly described as 179.92 feet);

Thence North 59° 25' 23" West, a distance of 181.03 feet (formerly described as 180.82 feet);

Thence North 76° 24' 16" West, a distance of 231.42 feet (formerly described as 231.85 feet);

Thence North 89° 22' 37" West, a distance of 265.41 feet (formerly described as 265.10 feet);

Thence South 74° 34' 55" West, a distance of 95.32 feet (formerly described as 95.31 feet);

Thence South 85° 30' 36" West, a distance of 149.14 feet (formerly described as 148.81 feet);

Thence North 24° 29' 27" West, a distance of 151.47 feet (formerly described as 151.24 feet);

Thence North 05° 42' 09" East, a distance of 151.49 feet (formerly described as 151.37 feet);

Thence North 75° 36' 56" East, a distance of 151.26 feet (formerly described as 151.37 feet);

Thence South 84° 23' 36" East, a distance of 654.89 feet (formerly described as South 84° 25' 07" East, 655.27 feet);

Thence South 59° 25' 30" East, a distance of 415.10 feet (formerly described as South 59° 21' 59" East, 414.88 feet);

Thence South 49° 18' 07" East, a distance of 104.70 feet (formerly described as 104.63 feet);

Thence South 44° 26' 48" East, a distance of 191.30 feet (formerly described as 191.70 feet);

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Thence South 59° 11' 39" East, a distance of 64.86 feet (formerly described as 64.69 feet);  
 Thence South 15° 50' 08" West, a distance of 100.25 feet (formerly described as 99.71 feet) to the southeast lot corner of Lot 15, Block 1 of said The Plantation No. 1 Subdivision, as same is Amended by said Amended Plat of Plantation No. 2, said point being a point of curve on the northerly right-of-way line of West Sterling Lane/Drive;  
 Thence leaving the boundary line of said Amended Plat of Plantation No. 2, 50.51 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 12° 51' 43" and a chord bearing of South 81° 22' 44" East, and a chord length of 50.40 feet (formerly described as an arc length of 50.45 feet, a central angle of 12° 50' 45" and a long chord of 50.34 feet) on the northerly right-of-way of said Sterling Lane/Drive;  
 Thence North 15° 50' 08" East, a distance of 110.26 feet (formerly described as 110.05 feet) to the northwest lot corner of Lot 71, Block 1 of said Amended Plat of Plantation No. 2;  
 Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:  
 Thence South 88° 37' 00" East, a distance of 163.48 feet (formerly described as South 88° 41' 16" East, 163.53 feet);  
 Thence North 28° 24' 20" East, a distance of 152.00 feet;  
 Thence North 00° 56' 14" East, a distance of 34.99 feet (formerly described as North 00° 29' 31" East 35.06 feet);  
 Thence North 72° 28' 14" West, a distance of 213.04 feet (formerly described as North 72° 28' 03" West, 212.76 feet);  
 Thence North 59° 52' 28" West, a distance of 475.45 feet;  
 Thence North 11° 25' 57" East, a distance of 99.67 feet;  
 Thence North 78° 51' 40" West, a distance of 441.00 feet (formerly described as 440.31 feet) to a point of curve;  
 Thence 95.60 feet on the arc of a curve to the right, said curve having a radius of 225.00 feet, a central angle of 24° 20' 43", a chord bearing of North 66° 41' 46" West, and a chord length of 94.89 feet (formerly described as an arc length of 96.21 feet, a central angle of 24° 30' 00" and a long chord of 95.48 feet);  
 Thence South 35° 36' 40" West, a distance of 66.12 feet;  
 Thence North 87° 23' 30" West, a distance of 580.22 feet (formerly described as 580.27 feet);  
 Thence North 00° 18' 26" East, a distance of 95.85 feet (formerly described as 95.82 feet) to a point of curve on the southerly right of way line of West Plantation Drive/Lane;  
 Thence 31.76 feet on the arc of a curve to the left, said curve having a radius of 475.00 feet, a central angle of 03° 49' 53", a chord bearing of South 83° 09' 34" West, and a chord length of 31.76 feet (formerly described as an arc length of 31.77 feet and a central angle of 03° 49' 54") on the southerly right of way line of West Plantation Drive/Lane to the POINT OF BEGINNING.

**EXCEPTING THEREFROM:**

**Legal Description of Riverfront Lots**

A parcel of land being a re-subdivision of a portion of Lot 70, Block 1 of "The Amended Plat of a Portion of Lot 1, and all of lots 2, 3, 4, 5 and 6, Block 1 of The Plantation No. 2" (Subdivision), recorded in Book [58 of Plats at Pages 5559 and 5560](#), located in Government Lot 2 in the Southwest Quarter of Section 30, Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the North One Quarter Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Northeast corner of said Section 30 bears South 89° 11' 32" East, 2652.17 feet distant);  
 Thence from said North One Quarter Corner, South 15° 42' 33" West, a distance of 3361.11 feet to the southeast corner of Lot 52, Block 1 of the Plantation No. 1 (Subdivision), as same is shown on the Plat thereof recorded in Book [44 of Plats at Pages 3529 to 3531](#) of Ada County Records;  
 Thence South 58° 15' 54" West, a distance of 26.20 feet (formerly described as 26.26 feet) on the southerly lot line of said Lot 52 to a point of curve on the easterly right-of-way line of West Gramarcy Lane;  
 Thence 17.28 feet on the arc of a curve to the right, said curve having a radius of 45.00 feet, a central angle of 22° 00' 05", a chord bearing of South 20° 59' 39" East, and a chord length of 17.17 feet on the easterly right-of-way line of West Gramarcy Lane to a point of curve, said point being the POINT OF BEGINNING;  
 Thence 33.20 feet on the arc of a curve to the right, said curve having a radius of 53.00 feet, a central angle of 35° 53' 14", a chord bearing of South 62° 21' 10" East, and a chord length of 32.66 feet;  
 Thence South 44° 24' 33" East, a distance of 83.48 feet;  
 Thence South 00° 36' 24" West, a distance of 110.93 feet;  
 Thence South 52° 51' 15" East, a distance of 47.56 feet;  
 Thence North 37° 29' 49" East, a distance of 21.00 feet;  
 Thence South 52° 30' 11" East, a distance of 32.00 feet;

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Thence South 37° 29' 49" West, a distance of 18.41 feet to a point of curve;  
 Thence 16.90 feet on the arc of a curve to the left, said curve having a radius of 23.00 feet, a central angle of 42° 06' 10", a chord bearing of South 16° 26' 44" West, and a chord length of 16.52 feet to a point of compound curve;  
 Thence 52.96 feet on the arc of a curve to the left, said curve having a radius of 43.00 feet, a central angle of 70° 34' 04", a chord bearing of South 39° 53' 22" East, and a chord length of 49.68 feet;  
 Thence South 12° 34' 33" West, a distance of 40.84 feet to the northwest corner of Lot 91, Block 1 of Investors Plantation on the River (Subdivision), as shown on the Plat thereof, recorded in Book [59 of Plats at Page 5702](#) to 5703 of Ada County Records;  
 Thence South 18° 33' 37" West, a distance of 135.10 feet on the westerly lot line of said Lot 91, Block 1 to an angle point in the southerly boundary line of Lot 70, Block 1 of said "The Amended Plat of a portion of Lot 1, and all of Lots 2, 3, 4, 5 and 6, Block 1 of the Plantation No. 2" (Subdivision), said point being on the North Bank of the Boise River;  
 Thence North 59° 58' 54" West, a distance of 120.71 feet on the southerly boundary line of said Lot 70, Block 1, and the North Bank of the Boise River;  
 Thence North 52° 26' 01" West, a distance of 212.51 feet on the southerly boundary line of said Lot 70, Block 1 to the southeast corner of Lot 53, Block 1 of the Amended Plat Lot 53 thru Lot 62, Block 1 of The Plantation Subdivision No. 1, as shown on the Plat thereof, recorded in Book [45 of Plats at Page 3689](#) to 3690 of Ada County Records;  
 Thence on the westerly lot line of said Lot 70, Block 1, and the easterly lot line of said Amended Plat Lot 53 thru Lot 62, Block 1 of The Plantation Subdivision No. 1 for the following bearings and distances:  
 Thence North 57° 39' 12" East, a distance of 77.34 feet;  
 Thence South 89° 20' 48" East, a distance of 105.07 feet;  
 Thence North 00° 31' 36" East, a distance of 145.00 feet;  
 Thence North 44° 29' 21" West, a distance of 54.17 feet to a point on a curve on the easterly right-of-way line of West Gramarcy Lane;  
 Thence leaving said Lot 70 and Lot 53 lot line, 43.69 feet on the arc of a curve to the left, said curve having a radius of 45.00 feet, a central angle of 55° 37' 54", a chord bearing of North 17° 49' 21" East, and a chord length of 42.00 feet on the easterly right-of-way line of West Gramarcy Lane to the POINT OF BEGINNING.

#### PARCEL C:

Non-Exclusive Easements rights as set forth in that certain Master Declaration of The Plantation dated February 21, 1978 and recorded February 24, 1978 as Instrument No. [7809725](#), as modified or amended by instrument nos. [7865989](#), [8004454](#), [8006448](#), [94040475](#), [102063849](#), [105052685](#) and [108057403](#) Records of Ada County, Idaho.

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Deed of Record

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**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

LB River Club Owner LLC  
c/o Brasa Real Estate LLC  
2029 Century Park East, Suite 2070  
Los Angeles, CA 90067  
Attention: Matt Milich

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

First American Escrow No. 3928652

Above Space for Recorder's Use Only

**GRANT DEED**

This Grant Deed is made this 20<sup>th</sup> day of June, 2022, between BPCP River Club, LLC, a Georgia limited liability company ("Grantor"), and LB River Club Owner LLC, a Delaware limited liability company, whose mailing address is c/o Brasa Real Estate LLC, 2029 Century Park East, Suite 2070, Los Angeles, CA 90067 ("Grantee"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell and convey unto Grantee and its successors and assigns forever, all the following described real estate situated in the County of Ada, State of Idaho:

**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN**

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein.

Grantor's covenants or warranties with respect to title, express or implied, are those, and only those, implied by use of the word "grant" as set forth in Idaho Code § 55-612 and that the above described real property is free from all monetary liens or encumbrances created, granted, caused or suffered by Grantor. Excepting all monetary liens created, granted, caused or suffered by Grantor, the grant herein is subject to: (i) reservations or restrictions in federal patents or state or railroad deeds or in laws providing for such patents or deeds; (ii) building or use restrictions, building and zoning regulations and ordinances of any governmental entity; (iii) location in a special flood hazard area; (iv) the lien of real property taxes not yet due and payable; (v) all tenancies, leases, easements, rights of way, claims of easements, covenants, restrictions and encumbrances that would be disclosed by or apparent from an ALTA survey or a visual inspection of the Property; and (vi) all matters of record.

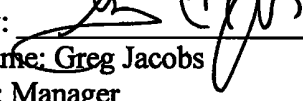
THE PROPERTY IS SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PREMISES. GRANTEE, BY ACCEPTING THIS DEED, RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT (EXCEPT THE WARRANTIES AND COVENANTS IN THE PRECEDING PARAGRAPH) OR CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, Grantor has caused this Grant Deed to be executed as of June \_\_\_, 2022.

**BPCP River Club, LLC,**  
a Georgia limited liability company

By: Bay Point Advisors,  
a Delaware limited liability  
company, as its Manager

By:   
Name: Greg Jacobs  
Its: Manager



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

This certificate pertains to a 12 page document dealing with/entitled Grant Deed and signed on June 20<sup>th</sup>, 2022.

State of Georgia )  
County of Fulton )

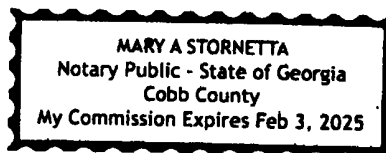
On June 20<sup>th</sup>, 2022 before me Mary A. Stornetta Notary Public, personally appeared Greg Jacobs, Manager, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Mary A. Stornetta (Seal)



## EXHIBIT A

**LEGAL DESCRIPTION:** Real property in the County of Ada, State of Idaho, described as follows:

Parcel A:

A parcel of land located in Sections 19 and 30 of Township 4 North, Range 2 East, Boise Meridian, and Sections 24 and 25 of Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant); Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet (formerly described as South 45° 44' 14" West, 449.59 feet) on the southerly line of said Plantation Acres Subdivision to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records;

Thence North 48° 49' 22" West, a distance of 169.40 feet (formerly described as North 48° 55' 46" West, 169.72 feet) on the westerly line of said Elmore Lake Townhomes Subdivision and said line extended; Thence North 21° 10' 21" West, a distance of 350.24 feet (formerly described as North 21° 15' 46" West, 351.16') on the westerly line of those Deeds recorded as Instrument Numbers 100079629, 2016-125750, 112109226 and 2021-053038 of Ada County Records;

Thence North 14° 45' 22" West, a distance of 175.12 feet (formerly described as North 14° 51' 46" West, 172.06 feet) on the westerly line of that Deed recorded as Instrument Number 9014579 of Ada County Records;

Thence North 12° 00' 17" West, a distance of 49.57 feet to a point on the westerly line of that parcel of land shown on Record of Survey Number 10780 of Ada County Records;

Thence North 56° 51' 51" West, a distance of 753.13 feet (formerly described as North 56° 57' 18" West) on the westerly line said Record of Survey Number 10780 parcel;

Thence North 50° 20' 53" West, a distance of 273.01 feet (formerly described as North 49° 49' 19" West, 273.53 feet) on the westerly line of said Record of Survey Number 10780 parcel to the northeast corner of Lot 5, Block 1 of Lake Plantation Subdivision, recorded in Book 56 of Plats at Page 5210 of Ada County Records;

Thence on the northerly and easterly boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence South 42° 56' 16" West, a distance of 201.60 feet;

Thence South 61° 24' 07" East, a distance of 225.34 feet;

Thence South 83° 24' 28" East, a distance of 188.28 feet;

Thence South 62° 24' 09" East, a distance of 244.87 feet;

Thence South 41° 23' 21" East, a distance of 469.65 feet;

Thence South 14° 52' 30" East, a distance of 195.00 feet to the northeast corner of Lot 12, Block 1 of The Townhouse at Plantation No. 1 (Subdivision);

Thence leaving the easterly boundary line of said Lake Plantation Subdivision and on the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) for the following courses and

distances:

Thence South 14° 52' 30" East, a distance of 200.00 feet (formerly described as 200.01 feet);

Thence South 25° 26' 10" East, a distance of 200.00 feet;

Thence South 61° 37' 31" West, a distance of 265.00 feet;

Thence North 24° 24' 40" West, a distance of 393.00 feet to the southwest corner of Lot 26, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) and on the exterior boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence North 24° 22' 31" West, a distance of 406.94 feet;

Thence North 28° 58' 08" West, a distance of 288.31 feet to a point of curve;

Thence 137.53 feet on the arc of a curve to the left, said curve having a radius of 74.71 feet, a central angle of 105° 28' 35", a chord bearing of North 81° 42' 14" West, and a chord length of 118.92 feet;

Thence South 45° 33' 41" West, a distance of 197.78 feet to a point of curve on the northerly right of way line of West Riverside Drive;

Thence 271.85 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 46° 29' 41", a chord bearing of North 71° 01' 20" West, and a chord length of 264.45 feet to a point of compound curve, said point being the southwest corner of Lot 1, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said Lake Plantation Subdivision and on the northerly right of way line of West Riverside Drive for the following course and distances:

Thence 59.13 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 10° 06' 48", a chord bearing of South 80° 29' 17" West, and a chord length of 59.05 feet;

Thence South 75° 36' 16" West, a distance of 97.42 feet to a point of curve;

Thence 45.81 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of 14° 59' 55", a chord bearing of South 83° 06' 16" West, and a chord length of 45.68 feet;

Thence North 89° 22' 40" West, a distance of 339.36 feet (formerly described as North 89° 23' 44" West, a distance of 338.95 feet) to a point of curve;

Thence 31.34 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 89° 46' 49", a chord bearing of North 44° 30' 56" West, and a chord length of 28.23 feet (formerly described as arc length of 31.28 feet, a central angle of 89° 37' 07" and a chord length of 28.19 feet) to a point on the easterly right of way line of North Glenwood Street;

Thence leaving the northerly right of way line of West Riverside Drive, South 00° 00' 47" East, a distance of 90.11 feet (formerly described as 90.00 feet) on the easterly right of way line of North Glenwood Street to a point of curve;

Thence 31.63 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90° 37' 58", a chord bearing of North 45° 23' 29" East, and a chord length of 28.44 feet (formerly described as arc length of 31.54 feet, a central angle of 90° 20' 52" and a chord length of 28.37 feet) on the southerly right of way line of West Riverside Drive;

Thence South 89° 22' 40" East, a distance of 338.36 feet (formerly described as 338.38 feet) to a point of curve on the northerly boundary line of Daron Subdivision No. 1, recorded in Book 86 of Plats at Page 9709 of Ada County Records;

Thence on the exterior boundary line of said Daron Subdivision No. 1 for the following courses and distances:

Thence 58.90 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 14° 59' 55", a chord bearing of North 83° 06' 15" East, and a chord length of 58.73 feet (formerly described as arc length of 58.91 feet, a central angle of 15° 00' 03" and a chord length of 58.74 feet);

Thence North 75° 53' 11" East, a distance of 72.22 feet (formerly described as 72.42 feet);

Thence South 21° 34' 52" West, a distance of 399.97 feet (formerly described as 400.00 feet);

Thence South 17° 05' 34" West, a distance of 264.29 feet (formerly described as South 17° 06' 38" West,

264.53 feet) to a point of curve;

Thence leaving the exterior boundary line of said Daron Subdivision No. 1, 156.01 feet on the arc of a curve to the left, said curve having a radius of 117.00 feet, a central angle of 76° 23' 49", a chord bearing of South 21° 00' 10" East, and a chord length of 144.70 feet (formerly described as arc length of 155.83 feet, a central angle of 76° 18' 49", a chord bearing of South 21° 05' 10" East and a chord distance of 144.57 feet);

Thence South 59° 24' 46" East, a distance of 30.22 feet (formerly described as South 59° 20' 16" East, 30.10 feet) to a point of curve;

Thence 127.59 feet on the arc of a curve to the right, said curve having a radius of 153.00 feet, a central angle of 47° 46' 45", a chord bearing of South 35° 24' 47" East, and a chord length of 123.92 feet (formerly described as an arc length of 127.58 feet, a central angle of 47° 46' 41", a chord bearing of South 35° 26' 54" East, and a chord distance of 123.92 feet);

Thence South 11° 24' 39" East, a distance of 38.15 feet (formerly described as South 11° 33' 32" East, 38.45 feet) to a point on the toe of slope of the Corps of Engineers Dike – Northside of the Boise River;

Thence South 63° 24' 25" East, a distance of 169.57 feet (formerly described as South 63° 23' 44" East, 169.37 feet);

Thence South 50° 09' 19" East, a distance of 398.28 feet (formerly described as South 50° 09' 09" East, 398.13 feet);

Thence South 59° 28' 14" East, a distance of 160.51 feet;

Thence South 66° 28' 01" East, a distance of 310.74 feet;

Thence South 76° 23' 44" East, a distance of 337.01 feet;

Thence South 57° 03' 44" East, a distance of 81.56 feet;

Thence leaving the toe of slope of the Corps of Engineers Dike – Northside of the Boise River, and on the Northerly Bank of the Boise River for the following courses and distances:

Thence South 32° 56' 16" West, a distance of 39.00 feet;

Thence South 22° 05' 38" East, a distance of 137.41 feet;

Thence South 43° 08' 44" East, a distance of 37.11 feet;

Thence South 13° 07' 42" East, a distance of 61.01 feet (formerly described as South 13° 08' 44" East, 60.68 feet) to a point on the westerly boundary line of Wanner's Plantation Estates Subdivision, recorded in Book 59 of Plats at Page 5680 of Ada County Records;

Thence leaving the Northerly Bank of the Boise River and on the exterior boundary line of said Wanner's Plantation Estates Subdivision for the following courses and distances:

Thence North 06° 50' 28" West, a distance of 141.06 feet (formerly described as 140.53 feet);

Thence North 88° 24' 32" East, a distance of 226.06 feet;

Thence North 66° 38' 09" East, a distance of 14.80 feet (formerly described as 15.00 feet);

Thence North 04° 04' 54" West, a distance of 106.77 feet;

Thence North 89° 54' 16" East, a distance of 49.61 feet;

Thence South 51° 49' 18" East, a distance of 161.90 feet (formerly described as 161.80 feet);

Thence South 39° 30' 44" East, a distance of 413.96 feet (formerly described as 413.97 feet);

Thence South 31° 55' 28" East, a distance of 73.32 feet;

Thence South 10° 40' 13" East, a distance of 131.12 feet (formerly described as South 10° 40' 28" East, 131.28 feet) to the southeast corner of Lot 1, Block 1 of said Wanner's Plantation Estates Subdivision;

Thence leaving said Wanner's Plantation Estates Subdivision,

South 08° 51' 11" East, a distance of 46.30 feet (formerly described as South 08° 50' 40" East, 46.13 feet) to the northerly lot corner common to Lots 12 and 13, Block 6 of The Plantation No. 3

(Subdivision), recorded in Book 51 of Plats at Page 4249 of Ada County Records;

Thence on the exterior boundary line of said The Plantation No. 3 (Subdivision) for the following courses and distances:

Thence South 84° 22' 18" East, a distance of 176.62 feet (formerly described as 174.93 feet and 176.62 feet);

Thence South 47° 22' 18" East, a distance of 129.60 feet;

Thence South 21° 22' 18" East, a distance of 420.00 feet to the northeast corner of Lot 6, Block 5 of The Plantation No. 1 (Subdivision), recorded in Book 44 of Plats at Page 3529 of Ada County Records;

Thence leaving the exterior boundary line of said The Plantation No. 3 (Subdivision) and on the exterior boundary line of said The Plantation No. 1 (Subdivision) for the following courses and distances: Thence South 21° 22' 18" East, a distance of 372.26 feet (formerly described as 372.25 feet) to the northwest corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence South 10° 37' 42" West, a distance of 115.94 feet to a point on a curve on the northerly right of way line of West Plantation Drive;

Thence 122.17 feet on the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 39° 59' 55", a chord bearing of North 80° 37' 39" East, and a chord length of 119.70 feet (formerly described as an arc length of 122.18 feet, a central angle of 40° 00' 04" and a long chord of 119.71 feet);

Thence North 60° 37' 38" East, a distance of 41.36 feet on said northerly right of way line to southeast corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence North 04° 19' 15" West, a distance of 139.50 feet (formerly described as 139.20 feet) to the lot corner common to said Lot 2, Block 5 of said The Plantation No. 1 (Subdivision) and Lot 21, Block 4 of The Plantation No. 4 (Subdivision), recorded in Book 58 of Plats at Page 5480 of Ada County Records;

Thence on the exterior boundary line of said The Plantation No. 4 (Subdivision) for the following courses and distances:

Thence North 10° 22' 20" West, a distance of 655.71 feet (formerly described as 655.72 feet);

Thence North 59° 42' 23" East, a distance of 181.76 feet, (formerly described as North 59° 40' 15" East);

Thence South 63° 40' 13" East, a distance of 180.00 feet (formerly described as South 63° 42' 24" East);

Thence South 04° 23' 44" East, a distance of 611.10 feet (formerly South 04° 23' 41" East, a distance of 611.30 feet) to the lot corner common to Lot 4, Block 4 of said The Plantation No. 4 (Subdivision), and Lot 2, Block 4 of said The Plantation No. 1 (Subdivision) the exterior boundary line of said The Plantation No. 4 (Subdivision); Thence leaving the exterior boundary line of said The Plantation No. 4 (Subdivision), South 04° 16' 03" East, a distance of 89.80 feet (formerly described as 89.83 feet) to the southwest corner of Lot 2, Block 4 of said The Plantation No. 1 (Subdivision), being a point of curve on the northerly right of way line of West Plantation Drive;

Thence 99.04 feet on the arc of a curve to the right, said curve having a radius of 525.00 feet, a central angle of 10° 48' 30", a chord bearing of North 87° 19' 37" East, and a chord length of 98.89 feet (formerly described as an arc length of 97.13 feet, a central angle of 10° 36' 00" and a chord length of 96.99 feet);

Thence South 87° 16' 03" East, a distance of 81.64 feet on said northerly right of way line of West Plantation Drive to the southerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision);

Thence North 02° 43' 57" East, a distance of 100.00 feet to the northerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision), said corner being common to the southwest corner of Lot 1, Block 2 of Wedgewood Greens Subdivision, recorded in Book 60 of Plats at Page 6042 of Ada County Records;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:

Thence North 08° 26' 53" West, a distance of 326.70 feet (formerly described as 326.92 feet);

Thence North 00° 07' 06" West, a distance of 188.46 feet (formerly described as 188.09 feet);

Thence South 88° 30' 12" East, a distance of 132.56 feet (formerly described as 132.47 feet);

Thence South 33° 37' 54" East, a distance of 164.84 feet (formerly described as 164.92 feet) to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40° 39' 26", a chord bearing of South 13° 18' 11" East, and a chord length of 34.74 feet (formerly described as a central angle of 40° 39' 24");

Thence South 89° 56' 27" East, a distance of 114.18 feet (formerly described as North 89° 54' 24" East);

Thence South 00° 07' 01" East, a distance of 8.48 feet (formerly described as South 00° 33' 04" West,

8.42 feet);

Thence leaving the exterior boundary line of said Wedgewood Greens Subdivision, South 89° 24' 43" East, a distance of 117.62 feet (formerly described as South 89° 23' 00" East, 117.90 feet);

Thence North 00° 26' 19" East, a distance of 66.37 feet (formerly described as North 00° 37' 00" East, 66.04 feet) to the westerly lot corner common to Lots 2 and 3, Block 1 of Kessinger Subdivision, recorded in Book 73 of Plats at Page 7586 of Ada County Records;

Thence North 04° 05' 27" West, a distance of 59.75 feet (formerly described as North 04° 14' 01" West, 60.22 feet) on the westerly boundary line of said Kessinger Subdivision;

Thence North 13° 37' 08" West, a distance of 124.77 feet (formerly described as North 13° 30' 03" West, 124.75 feet) on the westerly line of Kessinger Subdivision;

Thence North 27° 49' 52" West, a distance of 198.57 feet (formerly described as North 27° 54' 15" West, 198.01 feet) on the westerly line of Kessinger Subdivision and the westerly boundary line of Savannah Greens Subdivision No. 4, recorded in Book 79 of Plats at Page 8455 of Ada County Records;

Thence North 38° 53' 07" West, a distance of 165.00 feet (formerly described as North 38° 51' 33" West) on the westerly boundary line of Savannah Greens Subdivision No. 4 to the westerly most boundary angle point of said Savannah Greens Subdivision No. 4;

Thence North 36° 22' 28" West, a distance of 203.82 feet (formerly described as North 36° 48' 46" West, 204.60 feet);

Thence North 43° 58' 14" West, a distance of 256.08 feet (formerly described as North 44° 07' 46" West);

Thence North 39° 39' 46" East, a distance of 268.62 feet (formerly described as North 39° 30' 14" East, 270.74 feet) to a point on the westerly right of way line of West State Street;

Thence North 50° 47' 44" West, a distance of 122.55 feet (formerly described as North 50° 48' 30" West, 121.13 feet) on the westerly right of way line of West State Street;

Thence North 50° 51' 55" West, a distance of 1449.31 feet (formerly described as 1449.43 feet) to a point of curve;

Thence 217.41 feet on the arc of a curve to the right, said curve having a radius of 17229.00 feet, a central angle of 00° 43' 23", a chord bearing of North 51° 38' 58" West, and a chord length of 217.41 feet (formerly described as an arc length of 217.09 feet, a central angle of 00° 43' 19" and a long chord of 217.09 feet) on the westerly right of way line of West State Street to the POINT OF BEGINNING.

#### PARCEL B:

A parcel of land located in Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 14°48'27" West, a distance of 2896.07 feet (formerly described as South 14°48'24" West, a distance of 2896.39 feet) to the Northeast corner of Lot 2, Block 1 of Orlovich's Plantation Subdivision, recorded in Book 58 of Plats at Pages 5633 to 5634 of Ada County Records, said point being on the Southerly Right of Way line of West Plantation Drive/Lane, and being the POINT OF BEGINNING;

Thence South 00° 07' 18" West, a distance of 139.89 feet (formerly described as 139.55 feet) to the northeast corner of Lot 3, Block 1 of Orlovich's Plantation Subdivision;

Thence South 88° 37' 32" West, a distance of 79.96 feet (formerly described as 80.26 feet) on said Lot Line;

Thence South 63° 36' 22" West, a distance of 74.51 feet (formerly described as 74.19 feet) on said Lot Line;

Thence South 76° 39' 22" West, a distance of 20.62 feet (formerly described as 20.71 feet) on said Lot Line;

Thence South 00° 38' 11" West, a distance of 256.01 feet (formerly described as 255.54 feet) on the westerly boundary line of said Orlovich's Plantation Subdivision and the westerly boundary of The Amended Plat of a Portion of Lot 1, and All of Lots 2, 3, 4, 5 and 6, Block 1, The Plantation No. 2 (hereinafter referred to as Amended Plat of Plantation No. 2), to a point on the westerly boundary of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the exterior boundary line of Lot 70, Block 1, of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 15' 54" West, a distance of 26.20 feet to a point of curve on the right-of-way line of Gramarcy Lane;

Thence 60.97 feet on the arc of a curve to the right, said curve having a radius of 45.00 feet, a central angle of 77° 37' 59", a chord bearing of South 06° 49' 19" West, and a chord length of 56.41 feet (formerly described as an arc length of 60.79, a central angle of 77° 23' 49" and a long chord of 56.27 feet) on the right-of-way line of Gramarcy Lane;

Thence South 44° 29' 21" East, a distance of 54.17 feet;

Thence South 00° 31' 36" West, a distance of 145.00 feet;

Thence North 89° 20' 48" West, a distance of 105.07 feet (formerly described as North 89° 28' 24" West, 105.00 feet);

Thence South 57° 39' 12" West, a distance of 77.34 feet (formerly described as South 57° 42' 27" West);

Thence South 52° 26' 01" East, a distance of 212.51 feet (formerly described as South 52° 27' 52" East, 212.38 feet);

Thence South 59° 58' 54" East, a distance of 120.71 feet;

Thence North 18° 33' 37" East, a distance of 135.10 feet;

Thence North 80° 43' 53" East, a distance of 360.80 feet (formerly described as 361.13 feet);

Thence South 89° 36' 39" East, a distance of 153.41 feet (formerly described as North 89° 43' 36" East, 153.71 feet);

Thence South 79° 23' 03" East, a distance of 205.39 feet (formerly described as South 78° 52' 56" East, 205.43 feet);

Thence South 68° 54' 25" East, a distance of 158.24 feet;

Thence South 62° 36' 21" East, a distance of 360.62 feet;

Thence South 89° 25' 48" East, a distance of 279.32 feet (formerly described as South 89° 34' 53" East, 280.00 feet);

Thence North 59° 52' 21" East, a distance of 68.97 feet (formerly described as North 60° 06' 58" East, 68.01 feet);

Thence North 19° 35' 18" East, a distance of 56.94 feet (formerly described as 56.66 feet) to the most easterly corner of Lot 47, Block 1 of said The Plantation No. 1 Subdivision, said point being on the southerly right-of-way line of West Sterling Lane/Drive, said point also being an angle point in the boundary line of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence North 88° 28' 30" West, a distance of 15.47 feet to a point of curve;

Thence 62.74 feet on the arc of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 13° 04' 16", a chord bearing of North 83° 19' 05" West, and a chord length of 62.60 feet (formerly described as an arc length of 62.40 feet, a central angle of 13° 00' 01" and a long chord of 62.26 feet) on the southerly right-of-way line of said West Sterling Lane/Drive;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 41' 52" West, a distance of 123.83 feet (formerly described as 123.88 feet);

Thence North 59° 19' 54" West, a distance of 80.07 feet (formerly described as 80.21 feet);

Thence North 44° 22' 16" West, a distance of 196.82 feet (formerly described as 196.43 feet);

Thence North 54° 27' 50" West, a distance of 179.53 feet (formerly described as 179.92 feet);

Thence North 59° 25' 23" West, a distance of 181.03 feet (formerly described as 180.82 feet);

Thence North 76° 24' 16" West, a distance of 231.42 feet (formerly described as 231.85 feet);  
 Thence North 89° 22' 37" West, a distance of 265.41 feet (formerly described as 265.10 feet);  
 Thence South 74° 34' 55" West, a distance of 95.32 feet (formerly described as 95.31 feet);  
 Thence South 85° 30' 36" West, a distance of 149.14 feet (formerly described as 148.81 feet);  
 Thence North 24° 29' 27" West, a distance of 151.47 feet (formerly described as 151.24 feet);  
 Thence North 05° 42' 09" East, a distance of 151.49 feet (formerly described as 151.37 feet);  
 Thence North 75° 36' 56" East, a distance of 151.26 feet (formerly described as 151.37 feet);  
 Thence South 84° 23' 36" East, a distance of 654.89 feet (formerly described as South 84° 25' 07" East, 655.27 feet);  
 Thence South 59° 25' 30" East, a distance of 415.10 feet (formerly described as South 59° 21' 59" East, 414.88 feet);  
 Thence South 49° 18' 07" East, a distance of 104.70 feet (formerly described as 104.63 feet);  
 Thence South 44° 26' 48" East, a distance of 191.30 feet (formerly described as 191.70 feet);  
 Thence South 59° 11' 39" East, a distance of 64.86 feet (formerly described as 64.69 feet);  
 Thence South 15° 50' 08" West, a distance of 100.25 feet (formerly described as 99.71 feet) to the southeast lot corner of Lot 15, Block 1 of said The Plantation No. 1 Subdivision, as same is Amended by said Amended Plat of Plantation No. 2, said point being a point of curve on the northerly right-of-way line of West Sterling Lane/Drive;  
 Thence leaving the boundary line of said Amended Plat of Plantation No. 2, 50.51 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 12° 51' 43" and a chord bearing of South 81° 22' 44" East, and a chord length of 50.40 feet (formerly described as an arc length of 50.45 feet, a central angle of 12° 50' 45" and a long chord of 50.34 feet) on the northerly right-of-way of said Sterling Lane/Drive;  
 Thence North 15° 50' 08" East, a distance of 110.26 feet (formerly described as 110.05 feet) to the northwest lot corner of Lot 71, Block 1 of said Amended Plat of Plantation No. 2;  
 Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:  
 Thence South 88° 37' 00" East, a distance of 163.48 feet (formerly described as South 88° 41' 16" East, 163.53 feet);  
 Thence North 28° 24' 20" East, a distance of 152.00 feet;  
 Thence North 00° 56' 14" East, a distance of 34.99 feet (formerly described as North 00° 29' 31" East 35.06 feet);  
 Thence North 72° 28' 14" West, a distance of 213.04 feet (formerly described as North 72° 28' 03" West, 212.76 feet);  
 Thence North 59° 52' 28" West, a distance of 475.45 feet;  
 Thence North 11° 25' 57" East, a distance of 99.67 feet;  
 Thence North 78° 51' 40" West, a distance of 441.00 feet (formerly described as 440.31 feet) to a point of curve;  
 Thence 95.60 feet on the arc of a curve to the right, said curve having a radius of 225.00 feet, a central angle of 24° 20' 43", a chord bearing of North 66° 41' 46" West, and a chord length of 94.89 feet (formerly described as an arc length of 96.21 feet, a central angle of 24° 30' 00" and a long chord of 95.48 feet);  
 Thence South 35° 36' 40" West, a distance of 66.12 feet;  
 Thence North 87° 23' 30" West, a distance of 580.22 feet (formerly described as 580.27 feet);  
 Thence North 00° 18' 26" East, a distance of 95.85 feet (formerly described as 95.82 feet) to a point of curve on the southerly right of way line of West Plantation Drive/Lane;  
 Thence 31.76 feet on the arc of a curve to the left, said curve having a radius of 475.00 feet, a central angle of 03° 49' 53", a chord bearing of South 83° 09' 34" West, and a chord length of 31.76 feet (formerly described as an arc length of 31.77 feet and a central angle of 03° 49' 54") on the southerly right of way line of West Plantation Drive/Lane to the POINT OF BEGINNING.



**PARCEL C:**

**Easements rights as set forth in that certain Master Declaration of The Plantation dated February 21, 1978 and recorded February 24, 1978 as Instrument No. 7809725, as modified or amended by instrument nos. 7865989, 8004454, 8006448, 94040475, 102063849, 105052685 and 108057403 Records of Ada County, Idaho.**

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## Neighborhood Map

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## NEIGHBORHOOD MAP

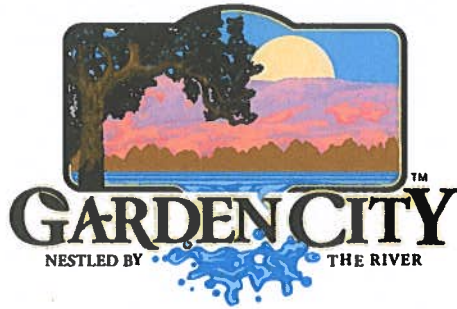




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Will Serve Letter / Ability to Serve

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## CITY OF GARDEN CITY

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

28 June 2022

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

Subject: **6515 West State Street**  
**Conditional Water and Sanitary Sewer Ability to Serve**  
**ATSFY2022-0019**

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

The city water system in the area provided a minimum fire flow of 2,000 gallons per minute with a residual pressure of 20 pounds per square inch for two hours based upon a letter dated 31 May 2022 (fire hydrant 4062) from the Garden City Public Works Water Division. Said system is capable of providing fire protection capacity to serve a facility if the North Ada County Fire and Rescue District determines that the project does not require more fire protection water than what is available from the city system. Should the District require more fire protection water than the current system is capable of providing, the owner of the project may be required to modify and/or propose construction to comply with the District's flow requirements and/or upgrade the city's water system. The District may also require additional fire hydrants.

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

In a meeting with Garden City Public Works on 26 April 2022, it was noted that a potentially feasible sewer option to serve the project would be for the development to connect with the Boise City sewer in State Street. Garden City supports this option, however some effort led by the applicant will be necessary to pursue this service route. We presume that this option would require an agreement between Garden City and Boise City, and a new monitoring station to measure flows. The city is willing to participate in discussions with Boise City.

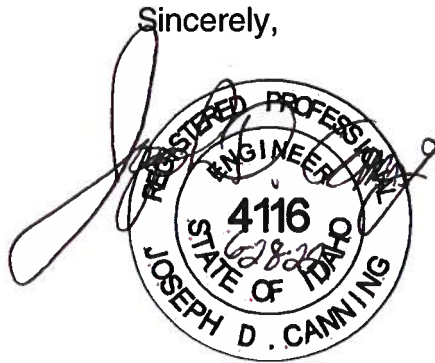
At this time, with the project's sewer service not being determined, the city is issuing this as a conditional "will serve" letter.

Any new sanitary mainline extensions or sewer service connections must be coordinated, reviewed and approved by the city prior to installation. The applicant must verify location and available grade to the city sewer system. Design and installation are the responsibility of the applicant.

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

This letter supersedes and replaces the prior letter dated 25 June 2022.

Sincerely,



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

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

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

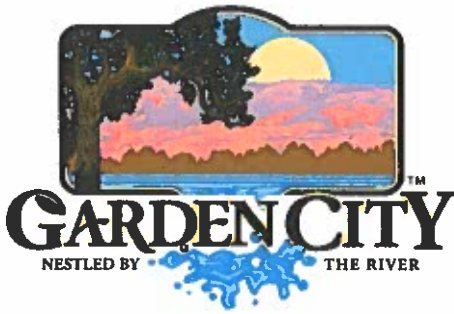
Mr. Chad Vaughn  
Garden City Public Works Water Division

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## Affidavit of Legal Interest

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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, Patrick Gilligan, Authorized Signatory for LB River Club Owner LLC, 1211 SW 5th Ave. #700  
Name (must be primary owner as noted in Ada County Assessor's records) Address

Portland  
City

Oregon 97204  
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 Trever Nicoll, LPC West, Inc, 6515 W. State St., Garden City 83714  
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 19<sup>th</sup> day of December, 2022

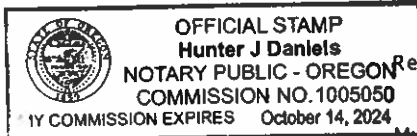
[Signature]  
Signature (must be primary owner, registered agent, or otherwise have legal authority to sign on behalf of primary owner)

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

Hunter Daniels HDaniels  
Notary Public for Oregon MD 12/19/22

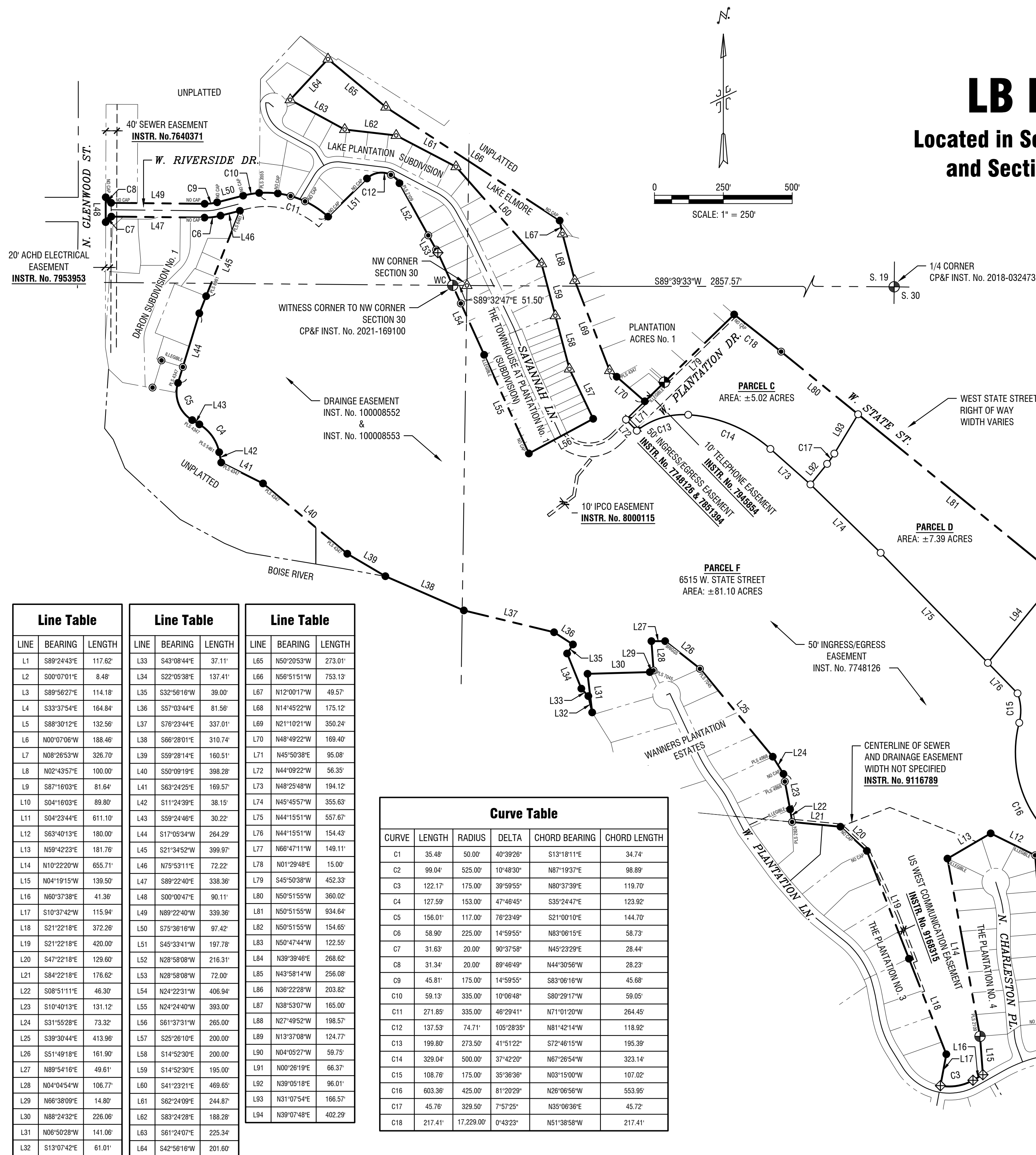
Residing at: Multnomah County

My Commission expires October 14<sup>th</sup> 2022 2024  
MD 12/19/22



# A Minor Land Division for LB River Club Owner LLC

Located in Section 19 & 30, Township 4 North, Range 2 East  
and Section 24 & 25, Township 4 North, Range 1 East  
Boise Meridian  
Garden City, Ada County, Idaho  
2023



**A Minor Land Division  
for  
LB River Club Owner LLC**

**Located in Section 19 & 30, Township 4 North, Range 2 East  
and Section 24 & 25, Township 4 North, Range 1 East  
Boise Meridian  
Garden City, Ada County, Idaho  
2023**

**Certificate of Owner:**

THIS IS TO CERTIFY THAT LB RIVER CLUB OWNER LLC, AN OREGON LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DEPICTED ON THIS SURVEY AND THAT IT IS THEIR INTENTION TO INCLUDE SAID LAND IN THIS MINOR LAND DIVISION.

LB RIVER CLUB OWNER LLC

BY: PATRICK GILLIGAN, MANAGER

**Approval of City Engineer:**

I, THE UNDERSIGNED, ENGINEER IN AND FOR THE CITY OF GARDEN CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PROPERTY MINOR LAND DIVISION.

GARDEN CITY ENGINEER

DATE \_\_\_\_\_

### Acknowledgment:

STATE OF IDAHO )

SS

COUNTY OF ADA)

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED PATRICK GILLIGAN, KNOWN OR IDENTIFIED TO ME TO BE THE AUTHORIZED SIGNATORY OF LB RIVER CLUB OWNER, THAT EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY 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 STATE OF

RESIDING AT \_\_\_\_\_

MY COMMISSION EXPIRES

**Certificate of Ada County Recorder:**

STATE OF IDAHO)

SS

COUNTY OF ADA)

INSTRUMENT NUMBER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF \_\_\_\_\_  
AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, A.D. 2023, IN MY OFFICE AND WAS DULY RECORDED.

DEPUTY

EX-OFFICIO RECORDER

FEE:

**Certificate of Surveyor:**

I, JAMES R. WASHBURN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.



462 EAST SHORE DRIVE, SUITE 100  
EAGLE, ID 83616  
PH: (208) 939-4041