



LAND DIVISION

Permit info: SUBFY2023-0002

Application Date: 4/11/2023

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 ▪ building@gardencityidaho.org

CONTACT INFORMATION

APPLICANT

Name: Teran K. Mitchell, aia, ncarb, leed ap Address: 535 Sawtooth Street, Suite 100
Email: tmitchell@tkm-architecture.com Mountain Home, ID 83647
Phone: 208-590-5109

OWNER

Name: Kevin Hawk Address: 250 W Bobwhite Court, Ste. 325
Email: kevin@h2developmentgroup.net Boise, ID 83706
Phone: 208-871-0328

PROPERTY INFORMATION

Subdivision/Project Name: Carolyn Circle

Site address: 3981 N Reed St. & 415 E 40th St., Garden City, ID

Description of Existing Use(s): Existing R-3 Residential

Description of Surrounding Uses: R-3 Medium Density Multifamily Residential

APPLICATION INFORMATION

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

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

Number of residential lots 11 Number of commercial lots 0 Number of mixed use lots 0

Number of common lots 1 Square feet of common open space 5,355.30 GSF

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

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

What housing types are proposed? MARK ALL THAT APPLY

Single Family Y Condos _____ Townhomes Y Live/Work _____
Manufactured/ Mobile Homes _____ N/A Apartment units

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? Yes

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

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

Are there new roads proposed/required? **No new public roadways**

Are there new ingress/egress being proposed? **Yes, one per existing lot**

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

How has vehicular and pedestrian circulation been arranged with respect to adjacent facilities and internal circulation? **Yes, roadways and accessible pedestrian pathways throughout**

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

What neighborhood characteristics exist or are planned which make this development compatible with the neighborhood and adjoining properties? **Public ROW improvements to include sidewalks, curb & gutter with site landscaping**

What is the effect of this site development on the adequacy of storm and surface water facilities? **All storm water will be contained on-site**

How will the design create a sense of place (usable open space, public art, visual focus points)? **Accessible pedestrian walkways, community open spaces, front-facing unit porches**

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

Improved and developed landscaping with native vegetation to complement existing

What type of water will be used for landscaping? _____Irrigation – Non-Potable
_____Irrigation – Potable X 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? **100% proposed vegetation shall be native and drought tolerant plants.**

What sustainable concepts have been incorporated into the design?

Sustainable features such as native and drought tolerant plants, covered bike stalls, advanced framing for buildings, efficient mini-split HVAC systems for all units

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

- n/a 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): [TKMA](#)

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

INFORMATION FOR PRELIMINARY TITLE REPORT (PLEASE CHECK): [TKMA](#)

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

INFORMATION FOR LEGAL DESCRIPTION (PLEASE CHECK): [NASLAND](#)

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

INFORMATION FOR SKETCH PLAT (PLEASE CHECK): [NASLAND](#)

- ☒ 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): [TKMA](#)

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

INFORMATION REQUIRED ON PRELIMINARY SUBDIVISION MAP (PLEASE CHECK): [NASLAND](#)

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

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

INFORMATION REQUIRED ON SITE PLAN(PLEASE CHECK): [TKMA](#)

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

INFORMATION REQUIRED ON LANDSCAPE PLAN (PLEASE CHECK): [DAPPLED](#)

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

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

INFORMATION REQUIRED ON SCHEMATIC DRAWINGS (PLEASE CHECK): [TKMA](#)

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

INFORMATION REQUIRED ON LIGHTING PLAN (PLEASE CHECK): [NASLAND](#)

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

INFORMATION FOR TOPOGRAPHIC SURVEY (PLEASE CHECK): [NASLAND](#)

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

INFORMATION REQUIRED ON GRADING PLAN (PLEASE CHECK): [NASLAND](#)

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

INFORMATION FOR SOILS REPORT (PLEASE CHECK): [NASLAND](#)

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

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

INFORMATION FOR HYDROLOGY REPORT(PLEASE CHECK): [NASLAND](#)

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

INFORMATION FOR ENGINEERING DRAWINGS AND SPECIFICATIONS (PLEASE CHECK): [NASLAND](#)

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

INFORMATION FOR NATURAL HAZARD AND RESOURCES ANALYSIS (PLEASE CHECK): [NASLAND](#)

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

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

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

INFORMATION FOR DEDICATIONS AND EASEMENTS (PLEASE CHECK): [NASLAND](#)

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

INFORMATION FOR COVENANTS AND DEED RESTRICTIONS (PLEASE CHECK): [H2](#)

- ☒ 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.

[RE:
COMPLIANCE
LETTER](#)

INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION (PLEASE CHECK): [TKMA](#)

- ☒ 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): [H2](#)

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

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

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

[RE:
COMPLIANCE
LETTER](#)

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

- [n/a](#) Required if irrigation canal/irrigation ditch runs through property or along property lines

INFORMATION REQUIRED FOR MASTER SIGN PLAN (PLEASE CHECK):

- [n/a](#) Required for commercial or mixed-use developments of two or more buildings
- [n/a](#) Location, elevations, and materials of proposed signage



PLANNED UNIT DEVELOPMENT APPLICATION

Permit info: SUBFY2023-0002

Application Date: 4/11/2023 Rec'd by: CW

FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921
▪ www.gardencityidaho.org ▪ building@gardencityidaho.org

APPLICANT	PROPERTY OWNER
Name: Teran K. Mitchell, aia, ncarb, leed ap	Name: Kevin Hawk
Company: TKM Architecture	Company: Reed Street Development II LLC
Address: 535 Sawtooth Street, Ste 100	Address: 250 W Bobwhite Court, Ste. 325
City: Mountain Home	City: Boise
State: Idaho Zip: 83647	State: Idaho Zip: 83706
Tel.: 208-590-5109	Tel.: 208-871-0328
E-mail: tmitchell@tkm-architecture.com	E-mail: kevin@h2developmentgroup.net

PROPERTY INFORMATION

Site address: 3981 N Reed St. & 415 E 40th St., Garden City, ID

Subdivision Name: Carolyn Circle	Lot: 10-13	Block: 1
Tax Parcel Number: R2734560115, R2734560096	Zoning: R-3	Total Acres: 0.88
Proposed Use: R-3 Medium Density Multifamily	Floodplain: YES	NO

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

 04/11/23
Signature of the Applicant (date)

 4/11/23
Signature of the Owner (date)

APPLICATION INFORMATION

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

☒ Y ☐ N

Number of residential lots 11 Number of commercial lots 0 Number of mixed use lots 0 Number of common lots 1

Square feet of common open space 5,355.30 GSF

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

Paved unit patios, outdoor community sitting/dining & fire pit

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

What housing types are proposed? MARK ALL THAT APPLY

Single Family Y Condos _____ Townhomes Y Live/Work _____

Manufactured/ Mobile Homes _____ N/A Apartment units

Describe how this application provides a maximum choice of living environments by allowing a variety of housing and building types, and permitting an increased density per acre and a reduction in lot dimensions, yards, building setbacks and area requirements The proposal provides a mixture of 1 & 2 townhouse and apartment units with individual garages, private outdoor spaces, and open spaces

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? Yes (AE)

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

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

Are there new roads proposed/required? No new public roads, improvements to public ROW at Reed St, and N 40th St.

Are there new ingress/egress being proposed? Yes, one per existing lot

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

How has vehicular and pedestrian circulation been arranged with respect to adjacent facilities and internal circulation? Public roadways connect to proposed driveway connecting private unit garages and guest parking

Has there been connection to or access provided for future connections to bicycle and pedestrian pathways or regional transit? All dwelling units directly connect to a accessible pedestrian sidewalks that connect to public ROW sidewalks

What is the effect of this site development on the adequacy of storm and surface water facilities? All storm water will be contained on-site

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

Recent changes to city ordinances allowing for increased density and reduction to guest parking are provided in this proposal.

How does this project create a more useful pattern of open space and recreation areas; and, if proposed as part of the project, more convenience in the location of accessory commercial uses, industrial uses and services? The proposal site is within a block of the city greenbelt. The density and accessible pedestrian pathways facilitate its use

How will the design create a sense of place (usable open space, public art, visual focus points)? The proposal provides community outdoor spaces for gathering and socializing and site situation provide year round sun exposure

How does this application develop a land pattern in harmony with land use density, transportation, and community facilities objectives of the comprehensive plan? Proposal is close to max. density with vehicle and pedestrian connections to exist. facilities

What neighborhood characteristics exist or are planned which make this development compatible with the neighborhood and adjoining properties? Proposal is a mixed-type residential development with pedestrian pathways throughout

How does this application establish a development pattern which preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation and prevents the disruption of natural drainage patterns? There is little topo variation; proposal maintains storm water on-site

How has landscaping been used to protect existing trees, utilize existing features, create harmony with adjacent development and prevent erosion and dust? Exist vegetation is in poor condition and will be replaced with native, drought-tolerant plants

What type of water will be used for landscaping? _____Irrigation - Non-Potable
 _____Irrigation - Potable _____X_____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? 100% proposed vegetation shall be native and drought tolerant plants.

What sustainable concepts have been incorporated into the design? Sustainable features such as native and drought tolerant plants, covered bike stalls, advanced framing for buildings, efficient mini-split HVAC systems for all units

APPLICATION INFORMATION REQUIRED

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<input checked="" type="checkbox"/> Neighborhood Map	<input checked="" type="checkbox"/> Neighborhood Meeting Verification
<input checked="" type="checkbox"/> Subdivision Map	<input checked="" type="checkbox"/> Approved Addresses RE: COMPLIANCE LETTER
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<input checked="" type="checkbox"/> Statement of Intent	<input checked="" type="checkbox"/> Legal Description
<input checked="" type="checkbox"/> Ability to Serve/Will Serve Letter RE: COMPLIANCE LETTER	<input checked="" type="checkbox"/> Irrigation/Ditch Company Information Form
<input checked="" type="checkbox"/> Affidavit of Legal Interest	<input checked="" type="checkbox"/> Affidavit of Posting and Photos (Due 10 days before the hearing) RE: COMPLIANCE LETTER
<input checked="" type="checkbox"/> Master Plan	
<input checked="" type="checkbox"/> Site Plan	
<input checked="" type="checkbox"/> Landscape Plan	
<input checked="" type="checkbox"/> Schematic Drawings	
<input checked="" type="checkbox"/> Topographic Survey	
<input checked="" type="checkbox"/> Grading Plan	
<input checked="" type="checkbox"/> Hydrology Report	
<input checked="" type="checkbox"/> Natural Hazard and Resources Analysis	



PLEASE CHECK THE FOLLOWING:

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- ☒ Document confirming property has been purchased contingent to approvals by city and other agencies
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- ☒ Document typically generated by lender or title company

INFORMATION REQUIRED ON NEIGHBORHOOD MAP: [TKMA](#)

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

INFORMATION REQUIRED ON SUBDIVISION MAP: [NASLAND](#)

- ☒ 30" x 42" minimum size
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- ☒ 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
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- ☒ Contour lines, shown at two foot (2') intervals, reference to an established bench mark, including location and elevation
- ☒ Location of any proposed or existing utilities, including, but not limited to, domestic water supply, storm and sanitary sewers, irrigation laterals, ditches, drainages, bridges, culvers, water mains, fire hydrants, and their respective profiles
- ☒ Location of bicycle parking
- ☒ Location of existing and proposed street lights
- ☒ Location of existing and proposed pedestrian and bicycle pathways

INFORMATION REQUIRED ON MASTER PLAN: [TKMA](#)

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

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

INFORMATION REQUIRED ON SITE PLAN: [TKMA](#)

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

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

INFORMATION REQUIRED ON LANDSCAPE PLAN: [DAPPLED](#)

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

INFORMATION REQUIRED ON SCHEMATIC DRAWINGS : [TKMA](#)

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

INFORMATION FOR TOPOGRAPHIC SURVEY: [NASLAND](#)

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

INFORMATION REQUIRED ON GRADING PLAN: [NASLAND](#)

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

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

INFORMATION FOR HYDROLOGY REPORT: [NASLAND](#)

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

INFORMATION FOR NATURAL HAZARD AND RESOURCES ANALYSIS: [NASLAND](#)

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

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

INFORMATION FOR DEDICATIONS AND EASEMENTS: [NASLAND](#)

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

INFORMATION FOR COVENANTS AND DEED RESTRICTIONS: [H2](#)

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

INFORMATION FOR WILL SERVE LETTER: [PROVIDE BEFORE HEARING](#)

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

INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS: [TKMA](#)

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

INFORMATION REQUIRED ON COMPLIANCE STATEMENT: [TKMA](#)

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

INFORMATION FOR STATEMENT OF INTENT: [TKMA](#)

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

INFORMATION FOR LEGAL DESCRIPTION: [NASLAND](#)

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

INFORMATION FOR SKETCH PLAT: [NASLAND - PRELIMINARY AND FINAL PLATS](#)

- ☒ 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: [TKMA](#)

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

INFORMATION REQUIRED ON LIGHTING PLAN: [TKMA](#)

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

- ☒ Location of municipal street lights

INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION: TKMA

- ☒ 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: H2

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

INFORMATION REQUIRED FOR IRRIGATION/DITCH INFORMATION FORM: N/A

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

INFORMATION FOR AFFIDAVIT OF PROPERTY POSTING AND PHOTOS:

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

RE:
COMPLIANCE
LETTER



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, Reed Street Development II, LLC, 250 W. Behrholte Ct. Ste 325
Name (must be primary owner as noted in Ada County Assessor's records) Address

Boise ID 83706
City State and Zip

Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission
to Teran K. Mitchell, 415 E 40TH ST & 3981 N Reed St, Garden City, ID
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 27th day of March, 2023

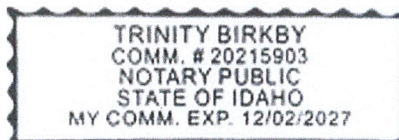
[Signature]
Signature (must be primary owner, registered agent, or otherwise have legal authority to sign on behalf of primary owner)

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

Trinity Birkby
Notary Public for Idaho

Residing at: Boise, Idaho

My Commission expires 12/02/2027



Property Profile Report

Please find the information you requested.

Client Name:

Kevin Hawk

Today's Date:

3/29/2022

Property Address:

415 E 40th St

Garden City ID 83714 - 6356

Fidelity National Title / FNTIdaho.com

For all your customer service needs, please contact 208-377-3190 or FNTIdahocs@fnf.com



Trusted everywhere,
every day.



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The following information is deemed reliable however is not guaranteed. Fidelity National Title implies no warranties or insurance of any kind pertaining to the information contained.

Ada County Parcel Information



Parcel Information

Parcel #:	R2734560096
Site Address:	415 E 40th St
	Garden City ID 83714
Owner:	Loux, Jay Thomas
Owner Address:	415 E 40th St
	Garden City ID 83714
Twn/Rng/Sec/Qtr:	03N / 02E / 05
Parcel Size:	0.24 Acres (10,454 SqFt)
Lot Dimensions:	Front: 0 / Depth: 0
Irrig District:	
Plat/Subdivision:	Fairview Acres Sub No 07
Lot:	12
Block:	1
Census Tract/Block:	001100 / 3005
Waterfront:	
Levy Rate:	0.0107
Assessment Year:	2021
Total Land Value:	\$126,400.00
Total Impr Value:	\$7,400.00
Total Value:	\$133,800.00



Tax Information

Tax Year	Annual Tax
2021	\$716.82
2020	\$699.38
2019	\$574.37

Legal

PAR #0096 OF LOTS 12 & 13 BLK 1 FAIRVIEW ACRES SUB 7
#0095 S VIN # 60CK4TU449 TL # C2640035

Land

Land Use:	Res Lot Or Tract	Zoning:	City of Garden City-R-3 - Multi-Family Residential
Neighborhood:	06	School District:	Boise Independent Sch
Sewer:	Unknown	Water:	3
Watershed:	1705011404	View:	
Recreation:			

Improvement

Year Built:		Building Use:	Mfg Home On Owned Land	Stories:	
Bedrooms:	0	Bathrooms:	0	A/C:	Ac
Fin SqFt:	0	Attic Fin/Unfin SqFt:	0 / 0	Bsmt Fin/Unfin SqFt:	0 / 0
Garage SqFt:	0	Carport SqFt:	0	Fireplace:	0
Deck SqFt:	0	Patio SqFt:	0	Pool:	

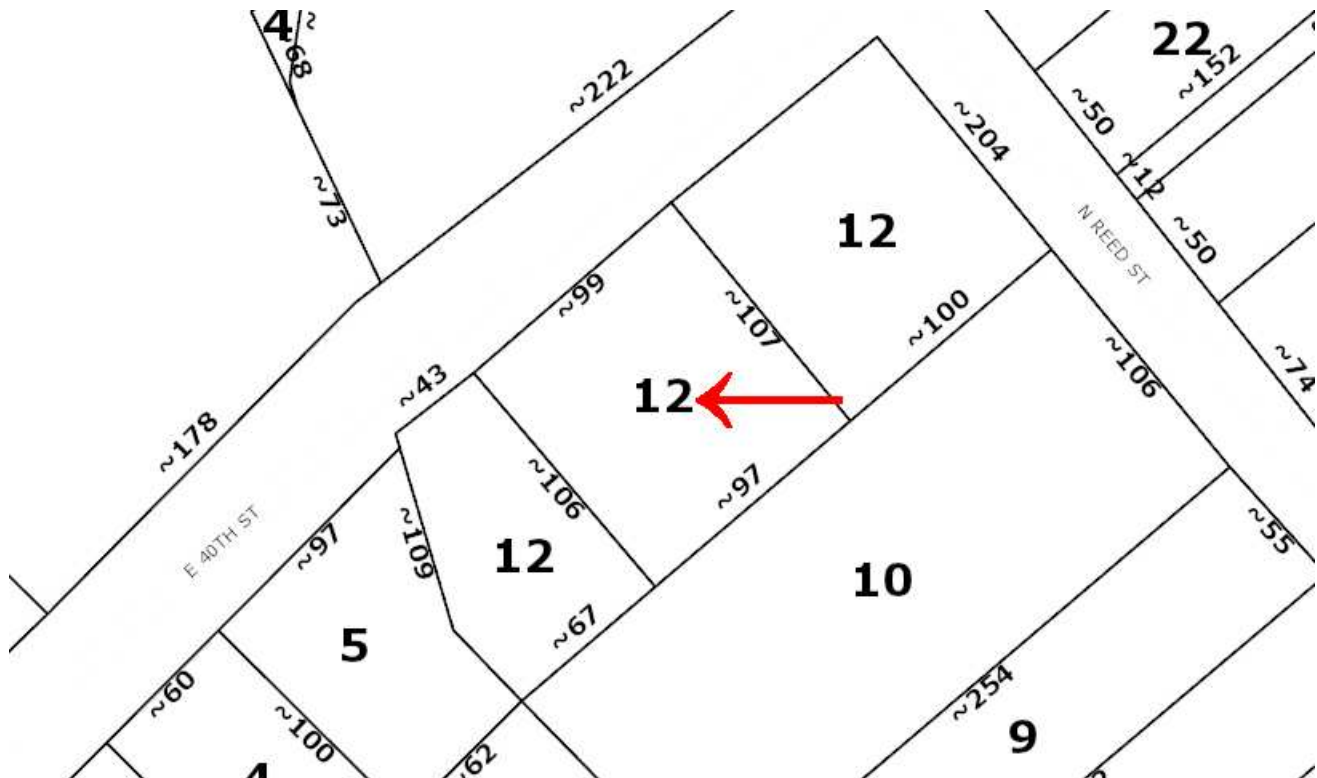
Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Parcel #	R2734560096	Owner	Loux, Jay Thomas
Ref Parcel		Owner Address	415 E 40th St Garden City ID 83714 - 6356
Site Address	415 E 40th St Garden City ID 83714 - 6356	Market Total Value	
Lot Size	0.24 Acres (10,454 SqFt)	Assessed Total Value	\$133,800.00
Building Area		Year Built	
School District	Boise Independent Sch	Zoning	City of Garden City-R-3 Multi-Family Residential
Bedrooms		Subdivision	Fairview Acres Sub No 07
Bathrooms		Land Use / Land Use Std	Res Lot Or Tract / CMOB - Mobile Home Parks, Trailers
Legal	PAR #0096 OF LOTS 12 & 13 BLK 1 FAIRVIEW ACRES SUB 7 #0095 S VIN # 60CK4TU449 TL # C2640035		



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Parcel #	R2734560096	Owner	Loux, Jay Thomas
Ref Parcel		Owner Address	415 E 40th St Garden City ID 83714
Site Address	415 E 40th St Garden City ID 83714	Market Total Value	
Lot Size	0.24 Acres (10,454 SqFt)	Assessed Total Value	\$133,800.00
Building Area	0 SqFt	Year Built	
School District	Boise Independent Sch	Zoning	City of Garden City-R-3 Multi-Family Residential
Bedrooms		Subdivision	Fairview Acres Sub No 07
Bathrooms		Land Use	Res Lot Or Tract
Legal	PAR #0096 OF LOTS 12 & 13 BLK 1 FAIRVIEW ACRES SUB 7 #0095 S VIN # 60CK4TU449 TL # C2640035		



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**PERSONAL REPRESENTATIVE
WARRANTY DEED**

FOR NO VALUE RECEIVED, Richard Edward Shirley, as Personal Representative of the Estate of Jay Thomas Loux, deceased, the Grantor, does hereby grant and convey unto Richard Edward Shirley and Darla Jane Shirley, a married couple dealing with their community property, including any rents, issues, profits, and proceeds therefrom, hereinafter referred to as the Grantee, whose mailing address is 415 East 40th Street, Garden City, Idaho 83714, the following described real property, situated in Ada County, State of Idaho,

Commencing at a point which is the Northeast corner of Lot 12, Block 1, Fairview Acres Subdivision No. 7, as the same is numbered and designated on the official plat of said subdivision now on file in the office of the County Recorder, Ada County, Idaho; thence South 50°07' West a distance of 110 feet to a point in the Easterly line of Lot 12, which is the Real Point of Beginning; thence North 38°49' West to a point in the Southeasterly line of property deeded to Garden City for road improvements of 40th Street, Instrument No. 688019; thence Southwesterly 96 feet 10 inches to a point in the Southeast line of property deed to Garden City for road improvement of 40th Street, Instrument No. 688019; thence South 38°49' East to a point in the Easterly line of Lot 12; thence Northeasterly along the lot line common to Lots 11 and 12 a distance of 96 feet 10 inches to the Real Point of Beginning.


With the street address of 415 East 40th Street, Garden City, Idaho 83714, together with their appurtenances and including any rents, issues, profits, and proceeds therefrom.

TO HAVE AND TO HOLD the premises, with their appurtenances unto the said Grantee, their heirs and assigns forever subject to the mortgage thereon.

Richard Edward Shirley, as Personal Representative of the Estate of Jay Thomas Loux, deceased, will warrant and defend the same from all lawful claims whatsoever.

The Grantor is the qualified Personal Representative of said estate, filed as Probate Number CV01-20-00641, in Ada County, Idaho.

Dated this 5th day of June, 2020.


RICHARD EDWARD SHIRLEY
Personal Representative of the
Estate of Jay Thomas Loux

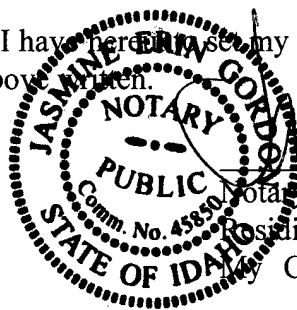
STATE OF IDAHO)

:§

County of Ada)

On this 5th day of June, 2020, before me, a Notary Public in and for the State of Idaho, personally appeared **Richard Edward Shirley**, known to me to be the Personal Representative and person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Jasmine Erin Gordon

Notary Public of Idaho

Residing at Boise, Idaho

Commission Expires:

Dec. 1, 2023

PLAT BY DAVIS PACKING CO. SHOWING FAIRVIEW ACRES SUBDIVISION N 27 IN SEC. 34 32 T 30 N 44N R 22 E 3M.

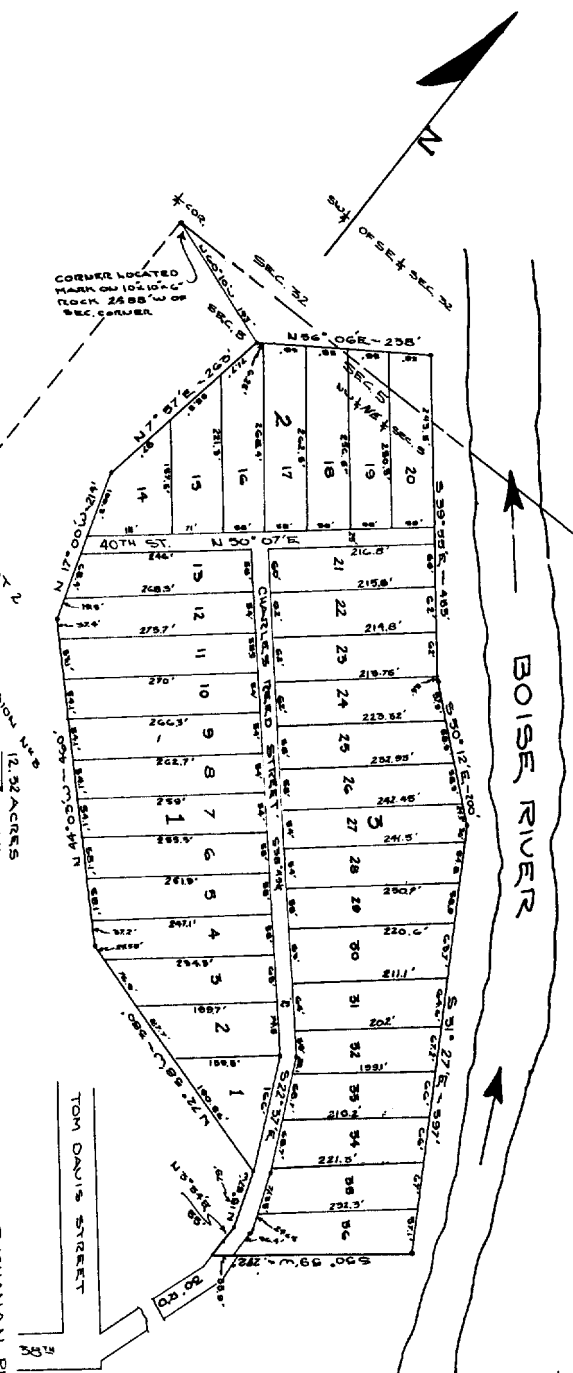
CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS: THAT THE DAVIS PACKING COMPANY INC., A IDAHO CORPORATION IS THE OWNER OF THIS LAND THE BOUNDARIES OF WHICH ARE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT A POINT BEGINNING THE 4 CORNER CORNER TO SECTION 34 32 T 30 N 44N R 22 E 3M. BEARS N 60° 10' WEST A DISTANCE OF 1894 FEET;

THENCE N 60° 10' E A DISTANCE OF 288' THENCE S 20° 30' E A DISTANCE OF 489' THENCE S 80° 12' E A DISTANCE OF 200' THENCE S 31° 27' E A DISTANCE OF 897' THENCE S 80° 58' W A DISTANCE OF 321' THENCE N 3° 54' E A DISTANCE OF 84' THENCE N 19° 37' W A DISTANCE OF 78' THENCE N 72° 58' W A DISTANCE OF 380' THENCE N 44° 08' W A DISTANCE OF 240' THENCE N 17° 00' W A DISTANCE OF 214' TO THE 4 CORNER CORNER TO SECTION 34 32 T 30 N 44N R 22 E 3M. DAVIS PACKING COMPANY HAS HEREBY SUBDIVIDED INTO LOTS AND TRACTS THE LANDS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF WE HAVE HEREBY SET OUR HANDS THIS 8 DAY OF JUNE 1948

Davis Packing Company
PRESIDENT
W. J. Davis
SECRETARY



SCALE 1"=100'

276134

Davis Packing Co.
34 32
June 8 48

I ELLSWORTH BUCHANAN PROFESSIONAL ENGINEER DO HEREBY CERTIFY THAT THE ATTACHED PLAT WAS PREPARED FROM ACTUAL SURVEY AND CORRECTLY SHOWS THE BOUNDARIES AS OF THE MONTH OF FEBRUARY 1, 1948

Ellsworth Buchanan
PROFESSIONAL ENGINEER

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th OF JUNE, 1948

Myranda B. Davis
NOTARY PUBLIC FOR IDAHO

STATE OF IDAHO
COUNTY OF ADAMS
ON THIS 8 DAY OF JUNE 1948
BEFORE ME, HARRY M. DAVIS, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, APPEARED J. L. ELLSWORTH AND H. F. JAMES, SECRETARIES OF THE DAVIS PACKING COMPANY, AND THEY REQUESTED THAT I EXECUTE THIS INSTRUMENT, AND THEY REQUESTED THAT I EXECUTE THIS INSTRUMENT.

Harry M. Davis
NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE

Property Profile Report

Please find the information you requested.

Client Name:

Kevin Hawk

Today's Date:

7/30/2020

Property Address:

**3967 N Reed St
Garden City ID 83714 - 6459**

Fidelity National Title / FNTIdaho.com

For all your customer service needs, please contact 208-377-3190 or FNTIdahocs@fnf.com



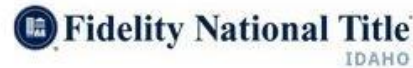
Trusted everywhere,
every day.



Fidelity National Title
IDAHO

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Ada County Parcel Information

**Parcel Information**

Parcel #: **R2734560115**
 Site Address: 3967 N Reed St
 Garden City ID 83714
 Owner: Zolin, Michael J
 Owner Address: 4420 Freemont St
 Boise ID 83706
 Twn/Rng/Sec/Qtr: 03N / 02E / 05
 Parcel Size: 0.64 Acres (27,878 SqFt)
 Lot Dimensions: Front: 0 / Depth: 0
 Irrig District:
 Plat/Subdivision: Fairview Acres Sub No 07
 Lot: 10
 Block: 1
 Census Tract/Block: 001100 / 3005
 Waterfront:
 Levy Rate: 0.0133
 Assessment Year: 2020
 Total Land Value: \$170,600.00
 Total Impr Value: \$7,800.00
 Total Value: \$178,400.00

**Tax Information**

Tax Year	Annual Tax
2019	\$1,775.80
2018	\$1,776.90
2017	\$1,562.18

Legal

LOTS 10 & 11 EXC DEED TO GARDEN CITY BLK 1 FAIRVIEW
ACRES # 7 #869943 VIN 70244CKDS3151 TL # B453770

Land

Land Use: Res Lot Or Tract	Zoning: City of Garden City-R-3 - Medium Density Residential
Neighborhood: 06	School District: Boise Independent Sch
Sewer: Unknown	Water: 3
Watershed: 1705011404	View:
Recreation:	

Improvement

Year Built:	Building Use: Mfg Home On Owned Land	Stories: 0.00
Bedrooms: 0	Bathrooms: 0.00	A/C: Ac
Fin SqFt: 0	Attic Fin/Unfin SqFt: 0 / 0	Bsmt Fin/Unfin SqFt: 0 / 0
Garage SqFt: 0	Carport SqFt: 0	Fireplace: 0
Deck SqFt: 0	Patio SqFt: 0	Pool:

Transfer Information

Rec. Date: 1/22/2008	Doc Num: 108007762	Doc Type: Quit Claim
Buyer: MARGARET E BALL	Seller: BALL BERNARD	

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Ada County Property Profile

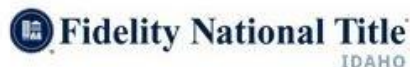


Parcel #	R2734560115	Owner	Zolin, Michael J Gragg, Ginny L
Ref Parcel		Owner Address	4420 Freemont St Boise ID 83706
Site Address	3967 N Reed St Garden City ID 83714 - 6459	Market Total Value	
Lot Size	0.64 Acres (27,878 SqFt)	Assessed Total Value	\$178,400.00
Building Area		Year Built	
School District	Boise Independent Sch	Zoning	City of Garden City-R-3 Medium Density Residential
Bedrooms		Subdivision	Fairview Acres Sub No 07
Bathrooms		Land Use / Land Use Std	Res Lot Or Tract / CMOB - Mobile Home Parks, Trailers
Legal	LOTS 10 & 11 EXC DEED TO GARDEN CITY BLK 1 FAIRVIEW ACRES # 7 #869943 VIN 70244CKDS3151 TL # B453770		

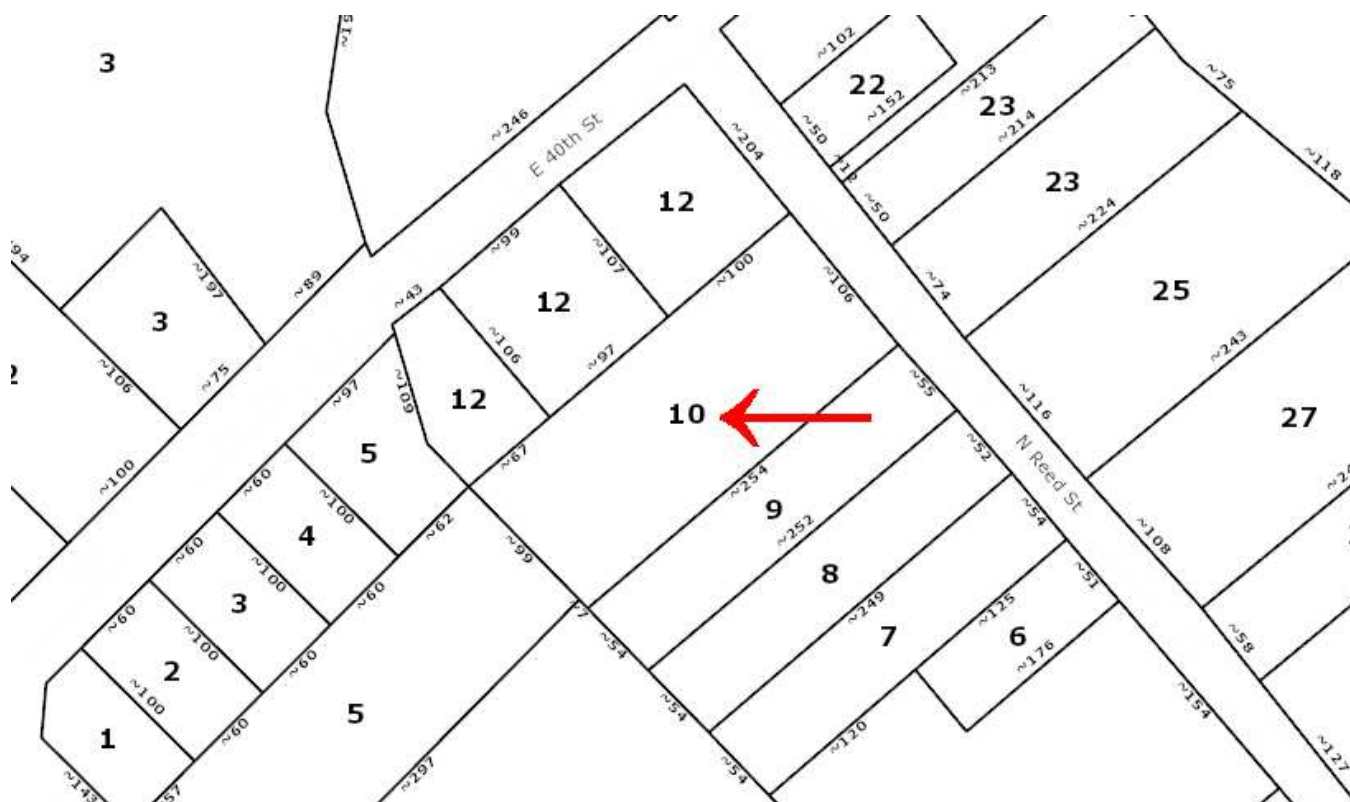


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Ada County Property Profile



Parcel #	R2734560115	Owner	Zolin, Michael J Gragg, Ginny L
Ref Parcel		Owner Address	4420 Freemont St Boise ID 83706
Site Address	3967 N Reed St Garden City ID 83714	Market Total Value	
Lot Size	0.64 Acres (27,878 SqFt)	Assessed Total Value	\$178,400.00
Building Area	0 SqFt	Year Built	
School District	Boise Independent Sch	Zoning	City of Garden City-R-3 Medium Density Residential
Bedrooms		Subdivision	Fairview Acres Sub No 07
Bathrooms		Land Use	Res Lot Or Tract
Legal	LOTS 10 & 11 EXC DEED TO GARDEN CITY BLK 1 FAIRVIEW ACRES # 7 #869943 VIN 70244CKDS3151 TL # B453770		



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WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:292836

FOR VALUE RECEIVED

Margaret E. Ball a single woman

the grantor, does hereby grant, bargain, sell and convey unto

Michael J. Zolin and Ginny L. Gragg, husband and wife

whose current address is

**4420 Freemont St.
Boise, ID 83706**

the grantees, the following described premises, in Ada County, Idaho, TO WIT:

Lots 10 and 11 in Block 1 of Fairview Acres Subdivision No. 7, according to the official plat thereof filed in Book 12 of Plats at Page 686, records of Ada County, Idaho.

Except the Northeasterly 10 feet thereof, conveyed to the village of Garden City for street by Deed recorded in Instrument No. 688019.

And except any mobile home or house trailer located thereon.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that she will warrant and defend the same from all lawful claims whatsoever.

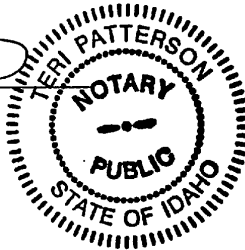
Dated: January 12, 2016

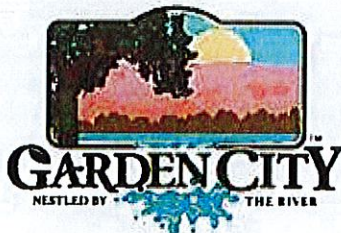
Margaret E Ball
Margaret E. Ball

State of Idaho } ss
County of Ada }

On this 18 day of January, 2016, before me, Teri Patterson, a Notary Public in and for said state, personally appeared Margaret E. Ball, known or identified to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that she executed 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.

Teri Patterson
Teri Patterson
Notary Public for the State of Idaho
Residing at: Wilder
Commission Expires: 7/27/2017





DUE DILIGENCE / INITIAL DISCUSSION FORM

Meeting Date: 01/26/2023 Time: 9:30
Staff: Hanna Veal

6015 Glenwood Street • Garden City, ID 83714 • 208.472.2921
• www.gardencityidaho.org • planning@gardencityidaho.org

While the initial discussions of a project are free, we ask that you fill out this form so that we can research your request and give you the best possible information based on the information that you give to us, while also optimizing our time so that we can serve all requestors as quickly as possible. A due diligence meeting is a meeting or correspondence with a planner to discuss your proposal to determine if it could possibly be a viable proposal per zoning regulations. If it is determined that it is a viable proposal, it will typically be recommended that you have a pre-application meeting to help identify potential inconsistencies with the applicable requirements so that they can be worked out prior to application submittal. The pre-application meeting is a meeting with the plans reviewers (Public Works, Fire, Building, etc.) to review any questions that you might have on the specifics of applicable code requirements. **A due diligence meeting is required prior to requesting a pre-application meeting.** In some situations a planner may advise that a pre-application meeting is not required.

PROJECT INFORMATION (to be filled out by requestor)

NAME: TERAN FITCHELL EMAIL: TFITCHELL@TFC-ARCHITECTURE.COM PHONE: (208) 940-5109

Project Address: 3101 N. REED STREET Garden City ID, 83714 or Parcel No.: R2734561115 = 1 0.64 ACRES
E2734960496 = 7 0.24 ACRES

Project Description:

Non Residential ☐ Residential ☒ Mixed (Residential and Non Residential) ☐

Will you be wishing to subdivide: Yes ☒ No ☐

Construction: New Construction or exterior remodel ☒ Interior remodel or TI ☐ NA ☐

If Residential provide the proposed number of units of each of the following:

Single family detached ☐ Single family attached (townhomes) 23 Multifamily (apartments or condos) ☐

New or expanding business? Yes ☐ No ☒ If yes what type of business? _____

Anything else we should know? THIS IS ONE OF TWO EXISTING PARCELS THAT COMPOSE THIS PROPOSED DEVELOPMENT.

Is there specific information that you would like to know? WE BELIEVE THAT THE EXISTING ZONING ALLOWS FOR 3-STORY TOWNHOMES UNDER R-3 REGULATIONS.

Requestor's signature: [Signature] Date: 01/10/23

By signing, I acknowledge the following:

1. The Due Diligence Meeting/Discussion(s) are an informal first glance at a potential project. Staff may not have all information to give a complete and accurate review. A review and analysis of a project is not formally completed until after an application has been submitted to the City. During a formal review additional criteria or constraints may be identified. Applications must be in compliance with all applicable code for approval. It is my responsibility as an applicant to review applicable codes, and to verify there have been no changes in code prior to submittal for formal review.
2. I understand that it is unlawful to occupy a property without a certificate of occupancy or provide false information.
3. A Conditional Use in a zoning designation does not mean that the use is an allowed use nor does it mean that it is a prohibited use. If criteria are set forth in code specific to a use that requires a conditional use, this will be the minimum criteria if approved; additional criteria may be required; or even if the minimum criteria can be met it does not mean that the use will be permitted. A conditional use may be found to be appropriate or inappropriate by a quasi judicial body based on a site specific analysis. For approval adequate evidence shall be provided to demonstrate that the use is appropriate to the specific location, including but not limited to zoning, comprehensive plan designation, and neighborhood where proposed.

INITIAL REVIEW INFORMATION (to be filled out by staff)**Lot:**

- ☒ Verified as legal lot of record
☐ Verified no non-conforming uses or structures on site
☐ Desired use prohibited

Flood Plain:

- ☐ Floodway (Flood Zone A)
☐ 100 Year Floodplain (Flood Zone AE)
☐ Outside Floodplain
☐ Within 70' of River or Riparian

List any unique constraints or conditions on the property (easements, current conditional use permits, etc):

35du per acre max.

Comp. Plan Designation:		Zoning District:	Overlay Dist. (8-3A):	Building:
<input type="checkbox"/> Res. Low Density <input type="checkbox"/> Res. Med. Density <input checked="" type="checkbox"/> Mixed Use Res. <input type="checkbox"/> Mixed Use Comm. <input type="checkbox"/> Main Street Comm. Center <input type="checkbox"/> Live-Work-Crete <input type="checkbox"/> TOD Node <input type="checkbox"/> Green Blvd. Corridor	<input type="checkbox"/> Light Industrial <input type="checkbox"/> Special Opp. Area	<input type="checkbox"/> R1/A <input type="checkbox"/> R2 <input checked="" type="checkbox"/> R3 <input type="checkbox"/> R20 <input type="checkbox"/> M <input type="checkbox"/> C1 <input type="checkbox"/> C2 <input type="checkbox"/> LI	<input type="checkbox"/> FH <input type="checkbox"/> WLC <input type="checkbox"/> NCN <input type="checkbox"/> TOD <input type="checkbox"/> GBC <input type="checkbox"/> BRG	<input type="checkbox"/> Cert of Occupancy on file Known Building Occ.: _____ _____

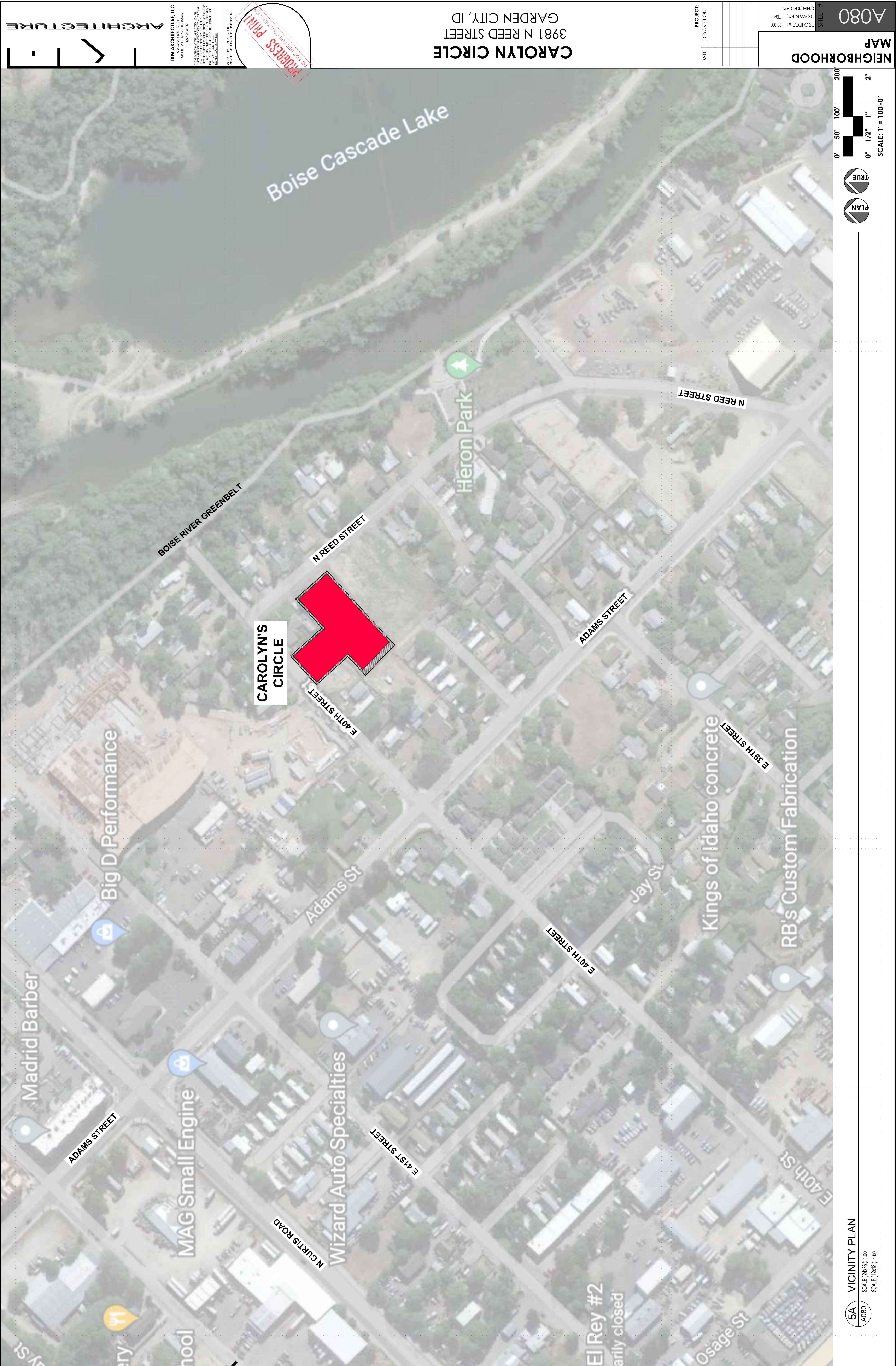
Application Type (Check all that apply)		Title 8 Code Sections Potentially Applicable
<input type="checkbox"/> Annexation or Rezone <input type="checkbox"/> Comprehensive Plan Amendment <input type="checkbox"/> Conditional Use Permit *see disclosure <input checked="" type="checkbox"/> Design Review <input type="checkbox"/> Development Agreement <input type="checkbox"/> Development Code Amendment <input type="checkbox"/> Design Review <input type="checkbox"/> Floodplain/Floodway <input type="checkbox"/> Minor Land Division <input type="checkbox"/> Planned Unit Development <input type="checkbox"/> Minor Planned Unit Development <input type="checkbox"/> Plat Amendment <input type="checkbox"/> Condominium Plat	<input type="checkbox"/> Final Plat <input type="checkbox"/> Preliminary Plat <input checked="" type="checkbox"/> Combined Preliminary/Final Plat <input type="checkbox"/> Site Layout Template <input type="checkbox"/> Specific Area Plan <input type="checkbox"/> Variance <input type="checkbox"/> Zoning Map Amendment <input type="checkbox"/> Appeal <input type="checkbox"/> Building Permit <input type="checkbox"/> Non Residential Occupancy Analysis <input checked="" type="checkbox"/> Lot Line Adjustment/Consolidation <input type="checkbox"/> Other (Specify) _____	<input type="checkbox"/> 8-1B Non Conforming Property, Structures and Uses <input type="checkbox"/> 8-2A, 8-2B Zoning Provisions <input type="checkbox"/> 8-2C Land Use Provisions <input type="checkbox"/> 8-3A Overlay District <input type="checkbox"/> 8-4B Design Provisions for Residential Structures <input type="checkbox"/> 8-4C Design Review Provisions for Non Residential Structures/Sites <input type="checkbox"/> 8-4D Parking and Off Street Loading <input type="checkbox"/> 8-4E Transportation and Connectivity <input type="checkbox"/> 8-4I Landscaping and Tree Provisions <input type="checkbox"/> 8-4J Manufactured Home Provisions <input type="checkbox"/> 8-4L Open Space Provisions <input type="checkbox"/> 8-5A, 5B, 5C Subdivision Regulations <input type="checkbox"/> Other _____

Staff Determination:

Not Viable as proposed_____ Pre-application recommended_____ Application Ready_____

Notes:

Deficient parking -> Alternatives to parking or wait for it to be adopted
Maybe do a subdivision w/3. multi-family
Don't



TM ARCHITECTURE LLC
ARCHITECT
3981 N REED STREET
GARDEN CITY, ID 83429
P: 208.363.1177
F: 208.363.1178
WWW.TMARCHITECTURE.COM
THIS PLAN IS THE PROPERTY OF TM ARCHITECTURE LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF TM ARCHITECTURE LLC. THE USER AGREES TO HOLD TM ARCHITECTURE LLC HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY TM ARCHITECTURE LLC AS A RESULT OF THE USER'S USE OF THIS PLAN.

PROGRESS PRINT
DO NOT USE FOR CONSTRUCTION

CAROLYN CIRCLE
3981 N REED STREET
GARDEN CITY, ID

PROJECT:	
DATE	DESCRIPTION

NEIGHBORHOOD
MAP
PROJECT #: 23.001
DRAWN BY: TMA
CHECKED BY: TMA
SHEET #
A080

April 11, 2023

Garden City – Planning and Zoning Commission

Attn: Hanna Veal – Associate Planner
6015 Glenwood Street
Garden City, ID 83714

MOUNTAIN HOME

535 Sawtooth Street, Suite 100
Mountain Home, Idaho 83647

T 208.590.5109
F 804.539.2740

**RE: Planned Unit Development – Subdivision – Land Division Application –
Compliance Statement / Statement of Intent – Carolyn Circle
TKMA Project No.: 23 001**

PRINCIPAL

Teran K. Mitchell, AIA, LEED®

Dear Hanna,

Thank you for the opportunity to present our request for a Planned Unit Development – Subdivision and Land Division Application for the Carolyn Circle residential community. The project includes: four (4) 3-story buildings consisting of (22) 1-bedroom, 1-bathroom apartments with 80 gsf private decks; and two (2) 3-story buildings consisting of (7) 2-bedroom, 2.5-bathroom townhouses with 80 gsf private patios for a total of twenty-nine (29) individual dwelling units. The proposed community is to be constructed on two parcels, 3981 N Reed St. & 415 E 40th St., Garden City, consisting of approximately 0.88-acres. The subject properties are located approximately 400' from the intersection of N Adams and E 40th N Streets.

Existing Site: Carolyn Circle is an infill site located within an existing R-3 Fairview Acres Subdivision with a mixture of multifamily, detached single-family, and mixed-use residential development. The area has been identified in the Garden City 2021 Comprehensive Plan and Future Land-Use Map as Mixed-Use, Medium Density Residential that promote a Diversity of Housing (Goal 6) that complement Connect the City (Goal 7) and Focus on the River (Goal 5). Carolyn Circle contributes to all of these City goals by offering needed ROW improvements, such as curb, gutter, sidewalks, parking landscape strips, and roadway repavement to both E 40th and N Reed Streets.

General Site Information: The type of residential dwellings proposed with Carolyn Circle offer residents an appealing 350 foot walk to the City's Greenbelt and less than ½ mile walk to public transit at W Chinden Blvd. Landscaping buffers shall be provided at all property boundaries. The front and side boundaries shall have a 5' and the rear shall have a 15' setback and landscape buffers, thus complying with PUD requirements for multifamily parcels.

Streets, Driveways, and Parking: Access to the residential community is proposed through existing public roads at E 40th and N Reed Streets to privately owned and maintained 26' wide driveway with fire access turning radius at change of direction. Each 1-bedroom dwelling unit shall have (1) covered parking space and each 2-bedroom dwelling unit shall have (2) covered parking spaces and a total of (7) guest parking stalls and (1) designated/reserved accessible stall shall be provided.

Water and Sewer: Water and sewer connections to the site shall be provided, and are proposed to connect at both N Reed and N 40th Streets.

Fire Protection: The 26-foot wide private driveway meets the required width for a fire apparatus access drive for the greater than 30 foot height of the proposed structures. The change in direction within the site meets the required dimensions and radii for fire access turn radius.

Site Drainage: All stormwater that falls on the site after improvements shall be collected, stored, and disposed of within the project parcel boundaries.

The required Neighborhood Meeting was conducted March 30, 2023 with non-Owner/Architect community resident participation. The meeting consisted of a brief project overview given by the Owner to the attendees, followed by community feedback with subsequent discussion. The main items of discussion were: proposed residential density, quality of the construction and interior finishes, affordability of the residences, and the off-street parking quantity. The Owner offered to continue to provide responses to any additional questions that the neighbors may have as the project progresses.

Waiver Request of Application Materials

The Pre-Application Meeting has been conducted with the required Garden City departments including Public Works, Environmental, and the Fire Department. At that meeting, no concern was given regarding the City's ability to provide municipal services to the proposed community, therefore we request a temporary waiver of the following items:

1. Ability to Serve: We request a postponement of this requirement until after the submission and initial review comments of City Departments.
2. Approved Addresses: Individual addresses shall be designated by Ada County to each dwelling unit after approval of the PUD Subdivision by Garden City. We request postponement of this requirement until after address designation by Ada County.
3. Irrigation / Ditch Company Information Form: There is no irrigation or irrigation ditch on the subject properties, therefore we request waiver of this requirement as part of the PUD Subdivision application.
4. Affidavit of Public Site Sign Posting and Photos: We request postponement of this requirement until confirmation of the date for the public hearing.
5. Natural Hazard and Resources Analysis: There are no known natural hazards or resources on the existing properties. If it is determined by Garden City that hazardous materials are suspected, a comprehensive analysis shall be performed by the Owner. We request waiver of this requirement.
6. Master Sign Plan: We request waiver of this requirement as no commercial or lighted signage will be part of this community PUD Subdivision application.

If the postponement items listed above are necessary for PUD Subdivision approval, the Applicant requests that they not hinder the review of the application, but rather be made a condition of final entitlement approval.

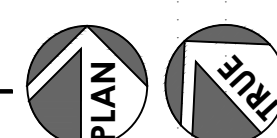
Thank you for your consideration of this exciting proposed addition to Garden City. We look forward to your review and approval of the Carolyn Circle PUD-Subdivision and Land Division applications. Please contact our office with any questions.

Respectfully,



Teran K. Mitchell, AIA, NCARB, LEED, C3P
TKM Architecture, LLC
Email: tmitchell@tkm-architecture.com
Phone: 208-590-5109





5A
A100

SCALE (24x36): 1:30
SCALE (12x18): 1:60

4) **CAROLYN CIRCLE**
3981 N REED STREET
GARDEN CITY, ID

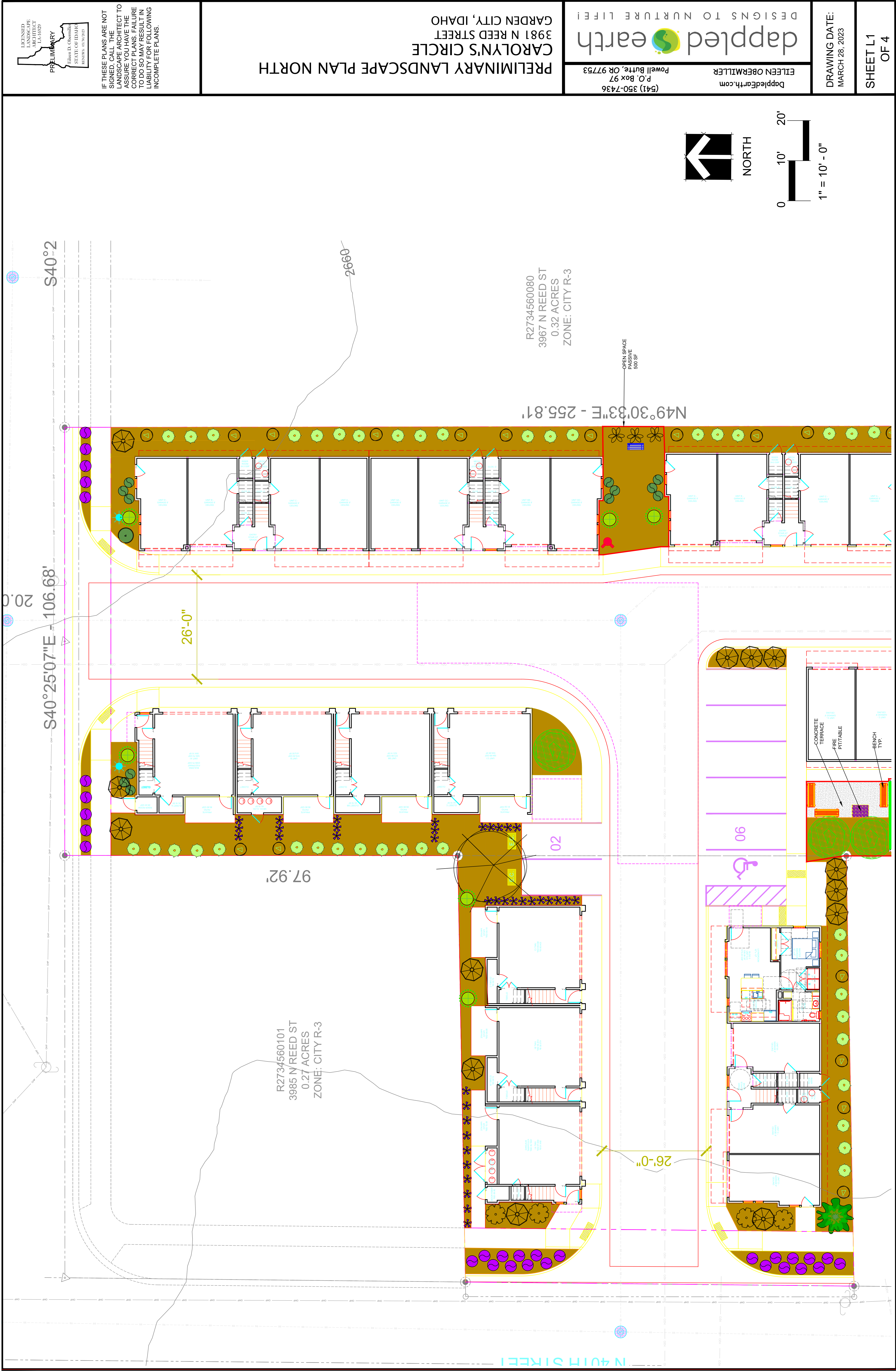
CLOSE PROXIMITY TO PUBLIC TRANSIT @ W CHINDEN & I
39TH ST STOP, & BOISE RIVER GREENBELT

**CONCEPT SITE
MASTERPLAN**

A100

PROJECT #:	23 001
DRAWN BY:	TWM
CHECKED BY:	
SHEET #	

PUD SUBMISSION SET 04/11/2023

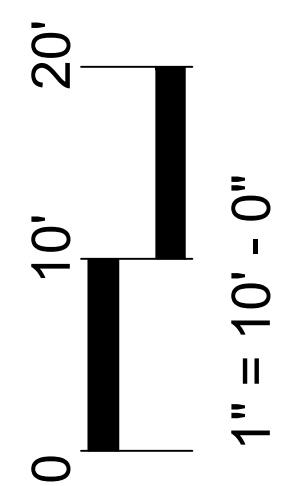
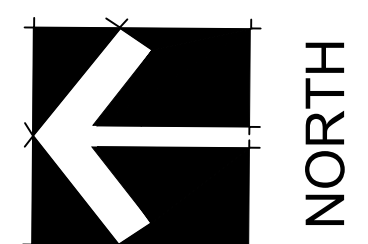


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dappled earth
EILEEN OBERMILLER
P.O. Box 97
Powell Butte, OR 97753
(541) 350-7436
DappledEarth.com

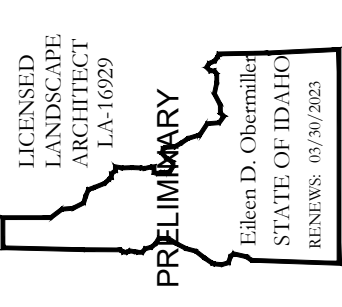
DRAWING DATE:
MARCH 28, 2023
SHEET L1
OF 4

PRELIMINARY LANDSCAPE PLAN NORTH
CAROLYN'S CIRCLE
3981 N REED STREET
GARDEN CITY, IDAHO

IF THESE PLANS ARE NOT
SIGNED, CALL THE
LANDSCAPE ARCHITECT TO
ASSURE YOU HAVE THE
CORRECT PLANS. FAILURE
TO DO SO MAY RESULT IN
LIABILITY FOR FOLLOWING
INCOMPLETE PLANS.



PRELIMINARY LANDSCAPE PLAN SOUTH
CAROLYN'S CIRCLE
3981 N REED STREET
GARDEN CITY, IDAHO



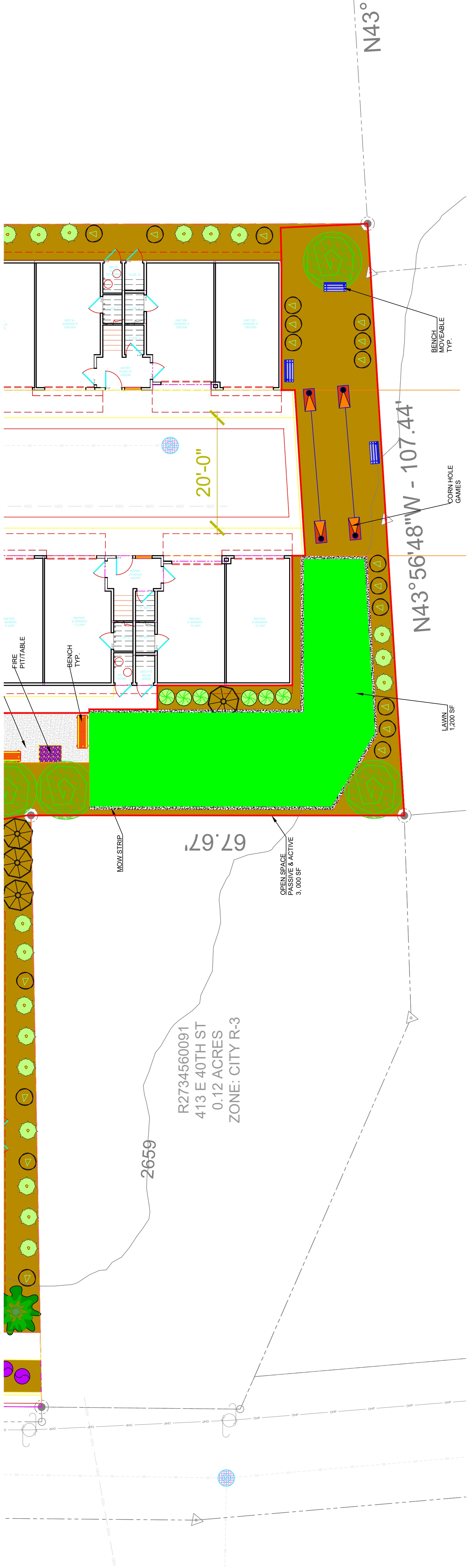
IF THESE PLANS ARE NOT
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EILEEN OBERMILLER
P.O. Box 97
Powell Butte, OR 97753
(541) 350-7436

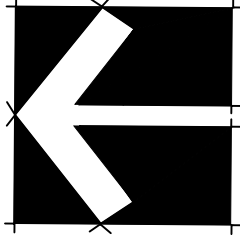
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MARCH 28, 2023

SHEET L2
OF 4

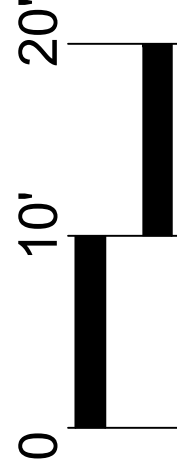


Yacht Club Garden Bench

- SKU: PO1617
By: Trex Outdoor
\$299.00
- Features**
- Comfortably contoured seating
 - Built to withstand a range of climates including hot sun, snowy winters, and strong coastal winds
 - Resistant to stains, corrosive substances, salt spray, and other environmental stresses
 - UV protectant and color continuously throughout the HDPE material; requires no painting or waterproofing
 - Marine-grade quality hardware
 - UV-inhibited colors minimize fading
- Weights & Dimensions**
- Overall Width - Side to Side: 48"
 - Overall Product Weight: 57 lb.



NORTH



1" = 10' - 0"

LEGEND					
SYMBOL	BOTANICAL NAME COMMON NAME	QTY. TO BE DETERMINED	SIZE @ PLANTING; CONTAINER	SPACING	MATURE HEIGHT X WIDTH APPROX.
	AVELANCHIER *GRANDIFLORA 'AUTUMN BRILLIANCE'	1	1.5" CALIPER MIN. B&B	PER PLAN	25' X 15-20'
	PICEA OMORICA 'BRUNS' BRUNS SIBERIAN SPRUCE	1	6' TALL MIN. B&B	PER PLAN	30' X 10'
	PINUS FLEXILIS 'VANDERWOLF' VANDERWOLF OR LIMBER PINE	5	8' TALL MIN. B&B	PER PLAN	30-40' X 12'-15'
	QUERCUS ROBOR X 'NADLER' KINDRED SPIRIT OAK	14	1.5" CALIPER MIN. B&B	PER PLAN	30' X 6'
	THUJA OCCIDENTALIS 'SMARAGO' EMERALD GREEN ARBORVITAE	47	6' TALL MIN. B&B	PER PLAN	15' T X 2-4' W
	CORNUS STOLONIFERA 'KELSEY' KELSEY DOGWOOD	6	2 GAL.	PER PLAN	2-3' TW
	DAPHNE X BURKWOODII CAROL MACKIE CAROL MACKIE DAPHNE	1	2 GAL.	PER PLAN	2-4' TW
	HYDRANGEA MIX. HARDY TO ZONE 5 HYDRANGEA	3	3 GAL.	PER PLAN	4' X 4'
	PIERIS JAPONICA 'MOUNTAIN FIRE' MOUNTAIN FIRE PIERIS	4	3 GAL.	PER PLAN	6-10' TW
	RHODODENDRON 'IRON WILLIAMS' PP #14,791 FINE LINE FERN LEAF BUCKTHORN	30		PER PLAN	5-7' X 2-3'W
	SALVIA DORRILL PURPLE SAGE	30	1 GAL.	PER PLAN	18" X 36"
	VIBURNUM 'TRILOBUM 'COMPACTATUM' COMPACT AMERICAN CRANBERRY	4	3 GAL.	PER PLAN	4-6' TW
	ATHYRIUM 'GHOST' GHOST FERN	12	1 GAL.	PER PLAN	2-3' TW
	PANICUM VIRGATUM 'SHEMANDOAH' SHEMANDOAH SWITCH GRASS	10	1 GAL.	PER PLAN	4' X 2.5'
	TALL TYPE FESCUE SOD	1,200 SF	SOD	PER PLAN	
	SCREENED ASPEN GRAVEL MULCH				
	YACHT CLUB GARDEN BENCH, TREX OR EQUAL MOVEABLE BENCH, 4' & 6' LONG	FIELD VERIFY \$F	3-4" DEEP	PER PLAN	
	YACHT CLUB GARDEN BENCH, TREX OR EQUAL MOVEABLE BENCH, 4' & 6' LONG	TBD		PER PLAN	

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LANDSCAPE DETAILS
CAROLYN'S CIRCLE
3981 N REED STREET
GARDEN CITY, IDAHO

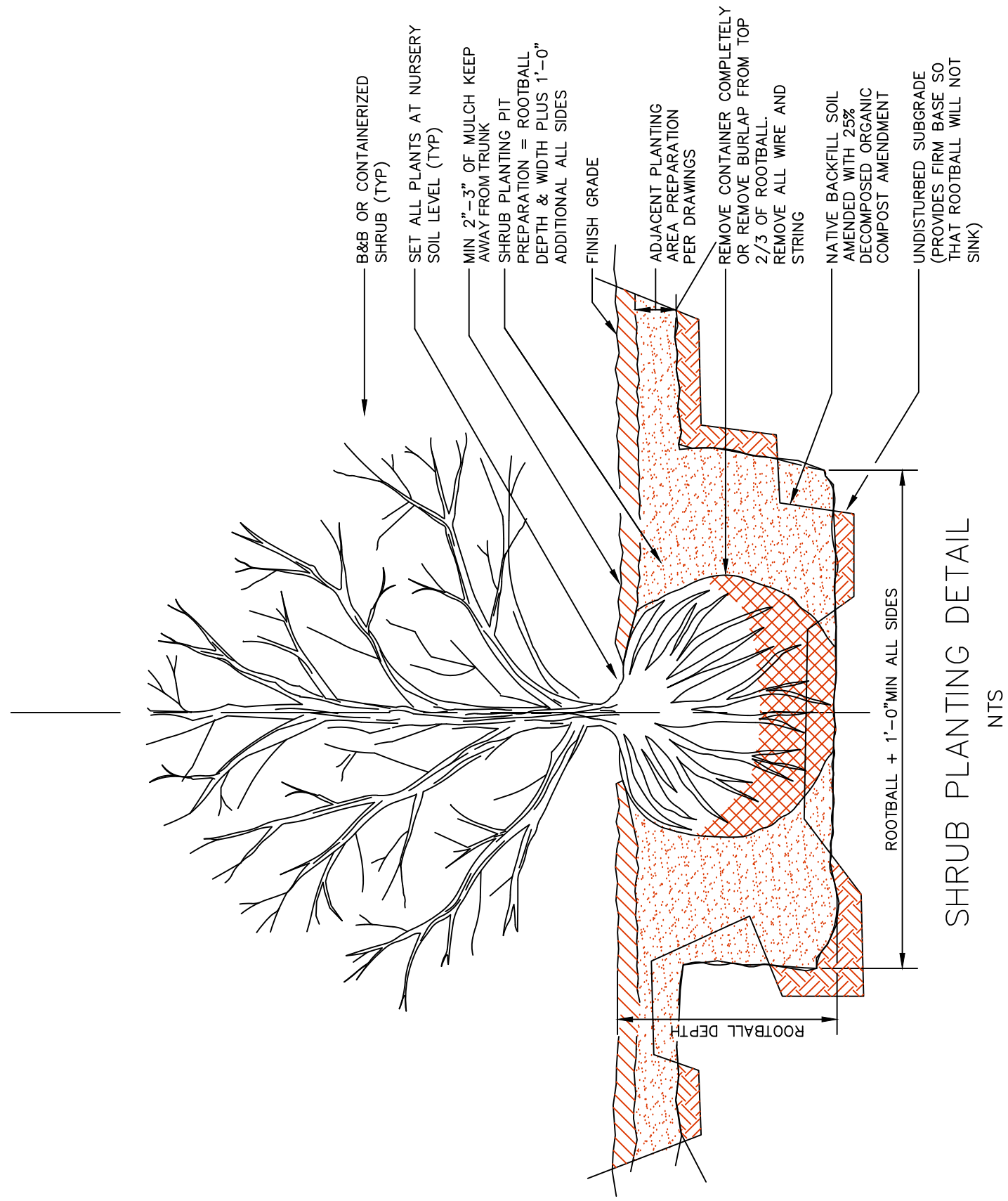
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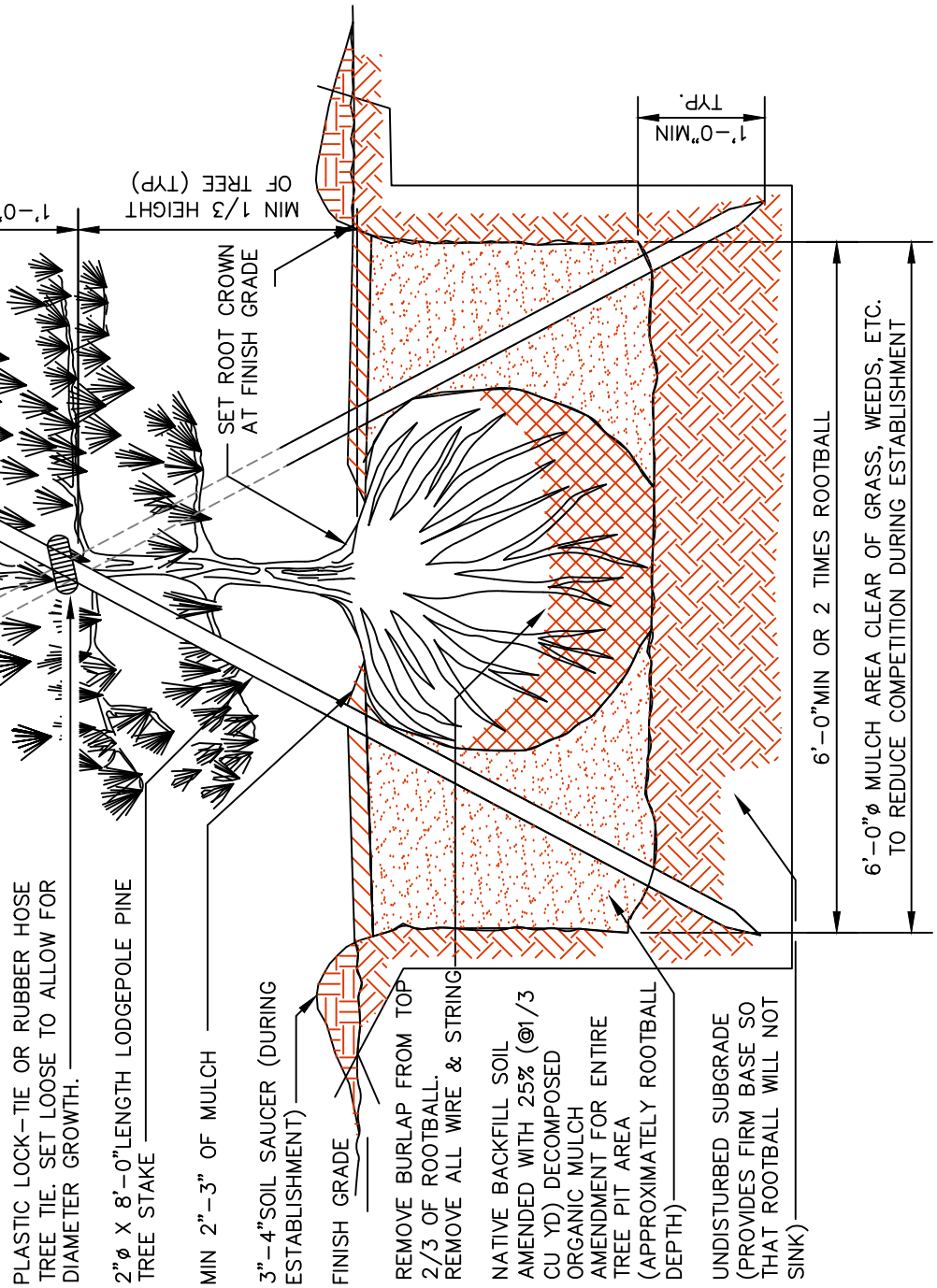
ELLEEN OBERMILLER
P.O. Box 97
Powell Butte, OR 97753
(541) 350-7436
DappledEarth.com

DRAWING DATE:
MARCH 28, 2023

SHEET L3
OF 4



SHRUB PLANTING DETAIL
NTS

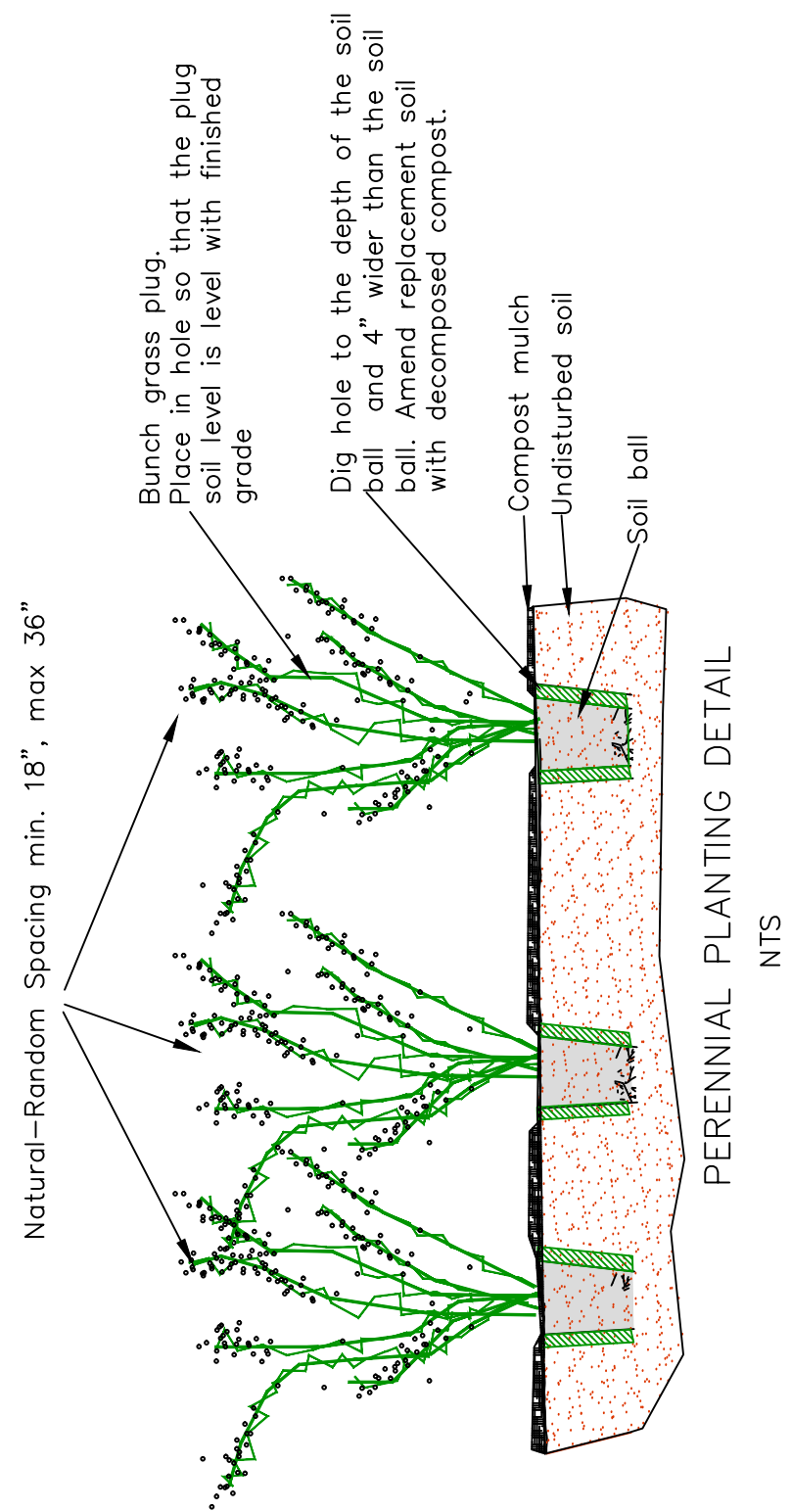


CONIFEROUS TREE
PLANTING DETAIL
NTS

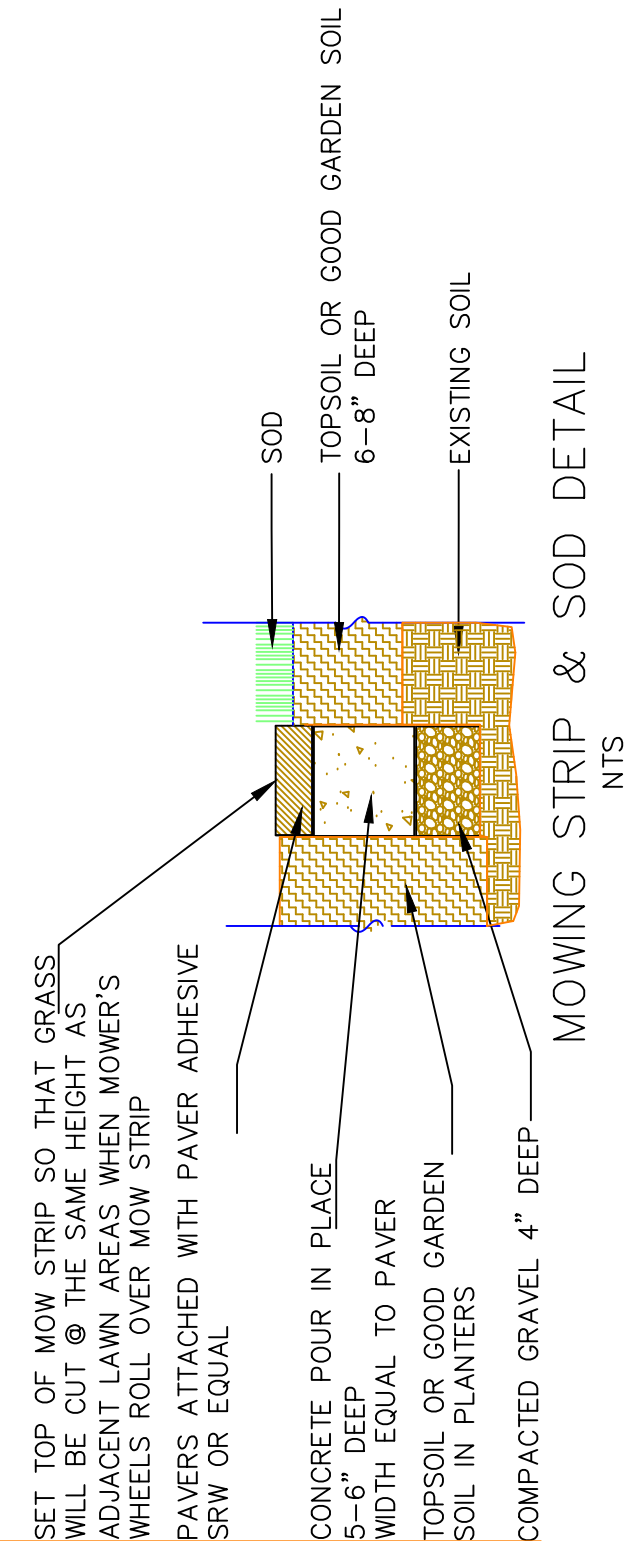
IMPORTANT:
DO NOT ROTOTILL OR OTHERWISE DISTURBED SOILS THAT ARE IN THEIR NATURAL CONDITION.
WHEN PLANTING OR SEEDING IN UNDISTURBED AREAS, DIG A HOLE ONLY AS DEEP AS THE PLANT'S ROOT BALL.

IF SEEDING IN UNDISTURBED AREAS, GENTLY RAKE IN SEED IN THE TOP 1/2" OF SOIL & COVER WITH COMPOST MULCH APPROXIMATELY 1/2" DEEP.

DO ROTOTILL ALL COMPACTED AREAS BEFORE PLANTING.



PERENNIAL PLANTING DETAIL
NTS



NTS

NOTES:

1. INSTALLATION INCLUDES REMOVAL OF STAKES ONE YEAR AFTER INSTALLATION
2. SHAPE SOIL SURFACE TO PROVIDE 5" DIAMETER WATERING RING

STAKE TREE WITH (2) TREATED 2" LODGEPOLE PINE DOWELED TREE STAKES (8'0" LENGTH) TO STAKE TO HOLD VERTICALLY. TREE LOOSELY TO PROVIDE 1" SLACK FOR TRUNK GROWTH

"CHAINLOCK" OR EQUAL TREE TIE MATERIAL (1" WIDTH) NAIL TO STAKE TO HOLD VERTICALLY. LOOP EACH TIE AROUND HALF TREE LOOSELY TO PROVIDE 1" SLACK FOR TRUNK GROWTH

2"-3" MULCH DEPTH (TAPERED AT TRUNK)

ROUGHEN SIDES OF PLANTING HOLE WITHOUT UNDERMINING ADJACENT PAVING/CURB

REMOVE ALL WIRE & STRING AND REMOVE ALL BURLAP FROM TOP 2/3 OF ROOTBALL

NATIVE BACKFILL SOIL AMENDMENT WITH 25% DECOMPOSED ORGANIC COMPOST AMENDMENT FOR ENTIRE TREE PIT AREA X ROOTBALL DEPTH

UNDISTURBED SUBGRADE (PROVIDES FIRM BASE SO THAT ROOTBALL WILL NOT SINK)

DECIDUOUS TREE
PLANTING DETAIL
NTS

MIN WIDTH OF TREE PIT=2 TIMES ROOTBALL DIAMETER OR 5'-0", WHICHEVER IS GREATER

MULCH AREA TO BE CLEAR OF GRASS, WEEDS, ETC. TO REDUCE COMPETITION WITH TREE ROOTS

DRIVE STAKE AT ROOTBALL EDGE (TYP)

DRIVE STAKES 6" TO 1'-0" INTO SOIL BELOW ROOTBALL

TREE PIT DEPTH= ROOTBALL DEPTH PLUS 2" TO 3" DEEPER TO AVOID OVER EXCAVATION)

SET TOP OF ROOT CROWN @ FINISHED GRADE

1'-6"





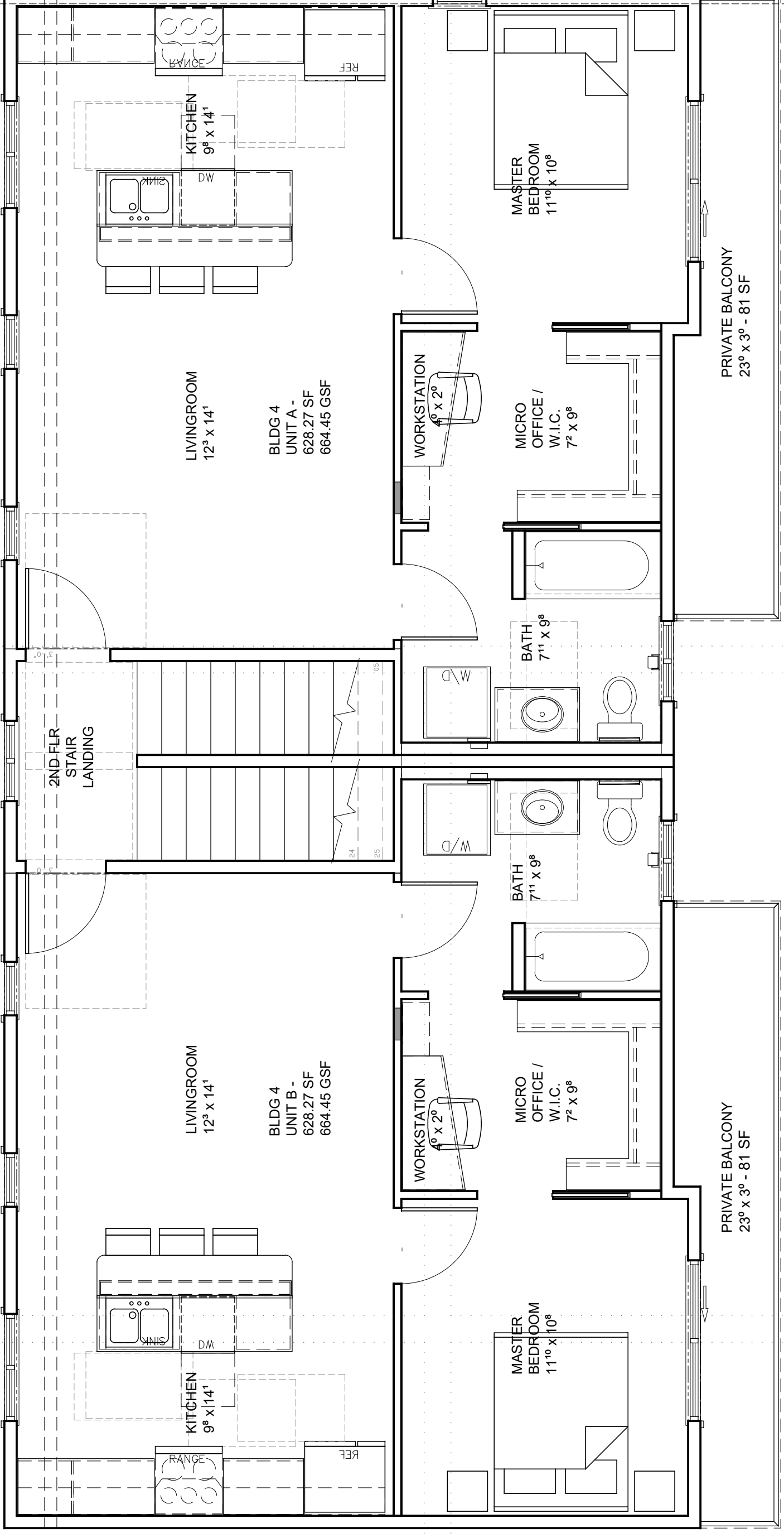
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TKM ARCHITECTURE, LLC
535 SAWTOOTH STREET
MOUNTAIN HOME, ID 83647
P: 208.990.5109

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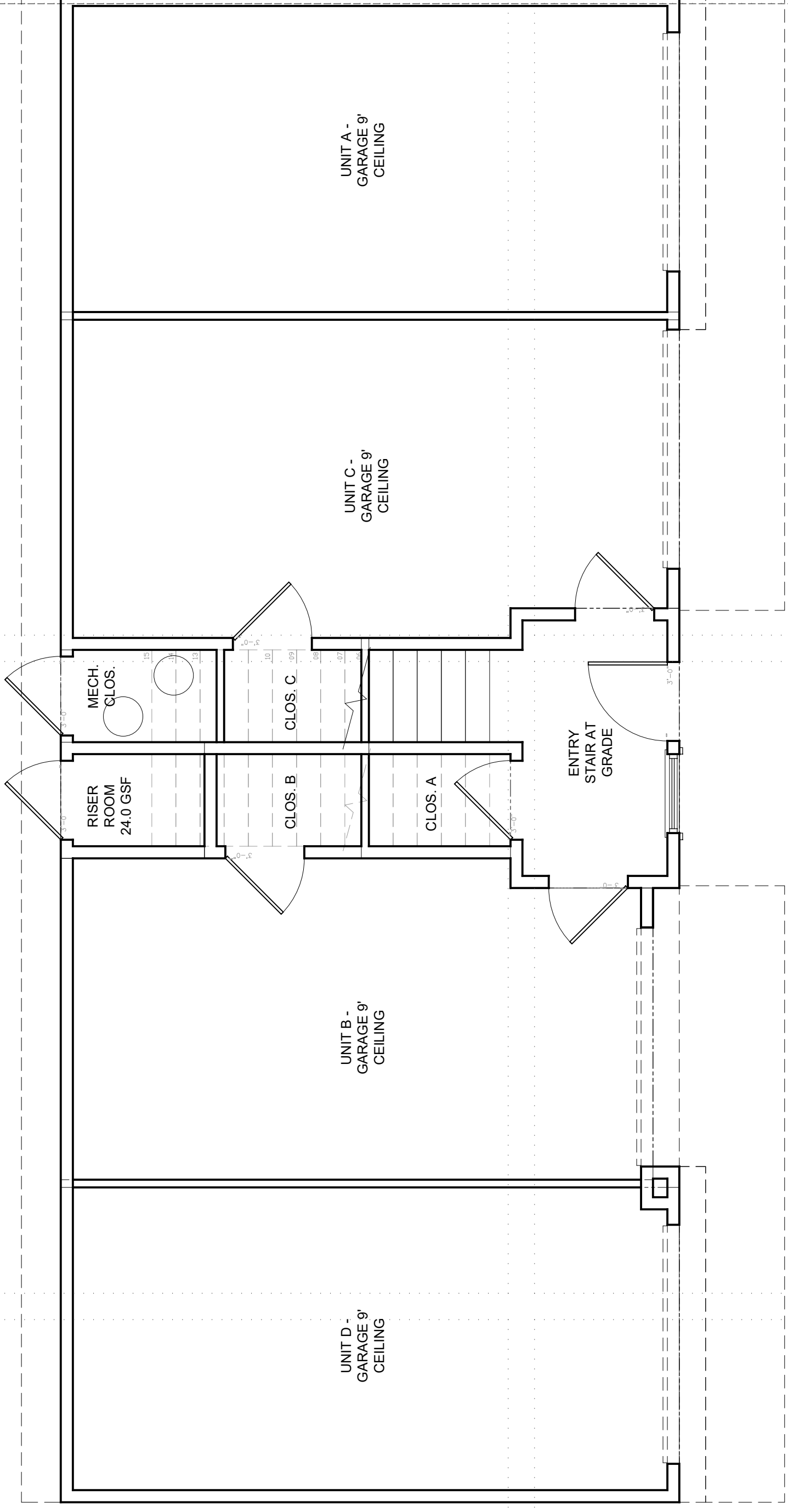
PROGRESS PAPER
DO NOT USE FOR CONSTRUCTION



UNIT A GROSS = 664.46 GSF
UNIT A NET = 628.27 SF
UNIT B GROSS = 664.46 GSF
UNIT B NET = 628.27 SF
COMMON SPACE = 124.22 GSF
TOTAL FOOTPRINT = 1457.79 GSF

BLDG 4 - 2ND FLOOR PLAN

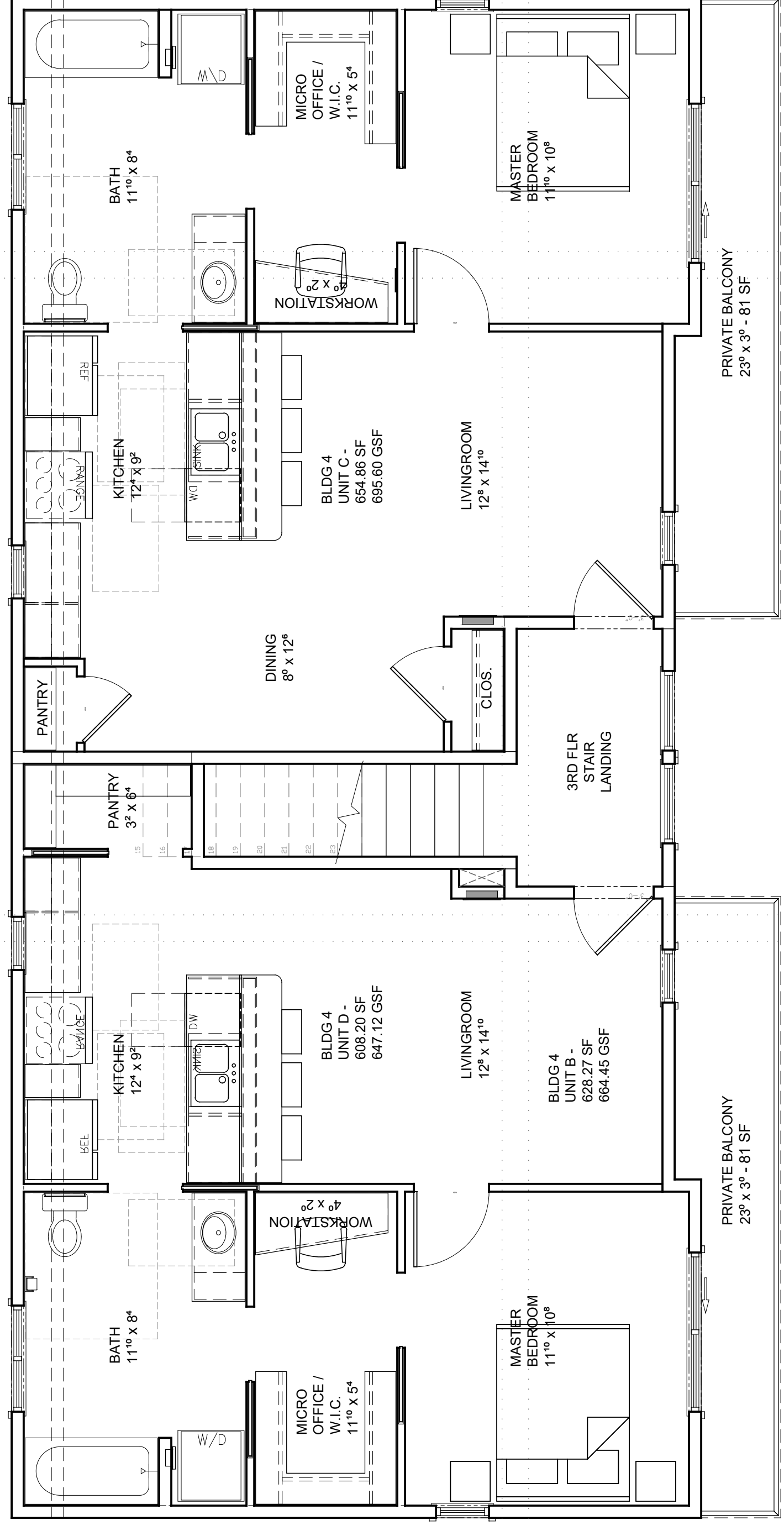
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SCALE (12x18): 1/8"=1'-0"



UNIT A GARAGE = 308.10 GSF
UNIT B GARAGE = 280.70 GSF
UNIT C GARAGE = 325.10 GSF
UNIT D GARAGE = 299.62 GSF
COMMON SPACE = 95.64 GSF
TOTAL FOOTPRINT = 1335.72 GSF

BLDG 4 - 1ST FLOOR PLAN

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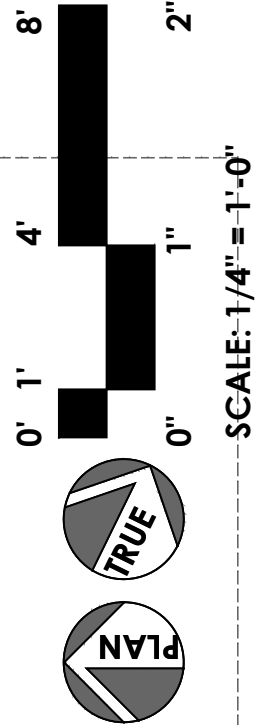
UNIT C GROSS = 695.60 GSF
UNIT C NET = 654.87 SF
UNIT D GROSS = 647.12 GSF
UNIT D NET = 608.20 SF
COMMON SPACE = 109.58 GSF
TOTAL FOOTPRINT = 1457.79 GSF

BLDG 4 - 3RD FLOOR PLAN

SCALE (24x36): 1/4"=1'-0"
SCALE (12x18): 1/8"=1'-0"

BLDG 5 - 1ST, 2ND,
3RD FLOOR PLANS

A102
SHEET #



UNIT A GARAGE = 296.43 GSF
UNIT A GROSS = 574.20 GSF
UNIT A NET = 530.84 GSF
UNIT B GARAGE = 285.35 GSF
UNIT C GARAGE = 325.17 GSF
UNIT D GARAGE = 279.82 GSF
COMMON SPACE = 95.84 GSF
TOTAL FOOTPRINT = 1627.91 GSF

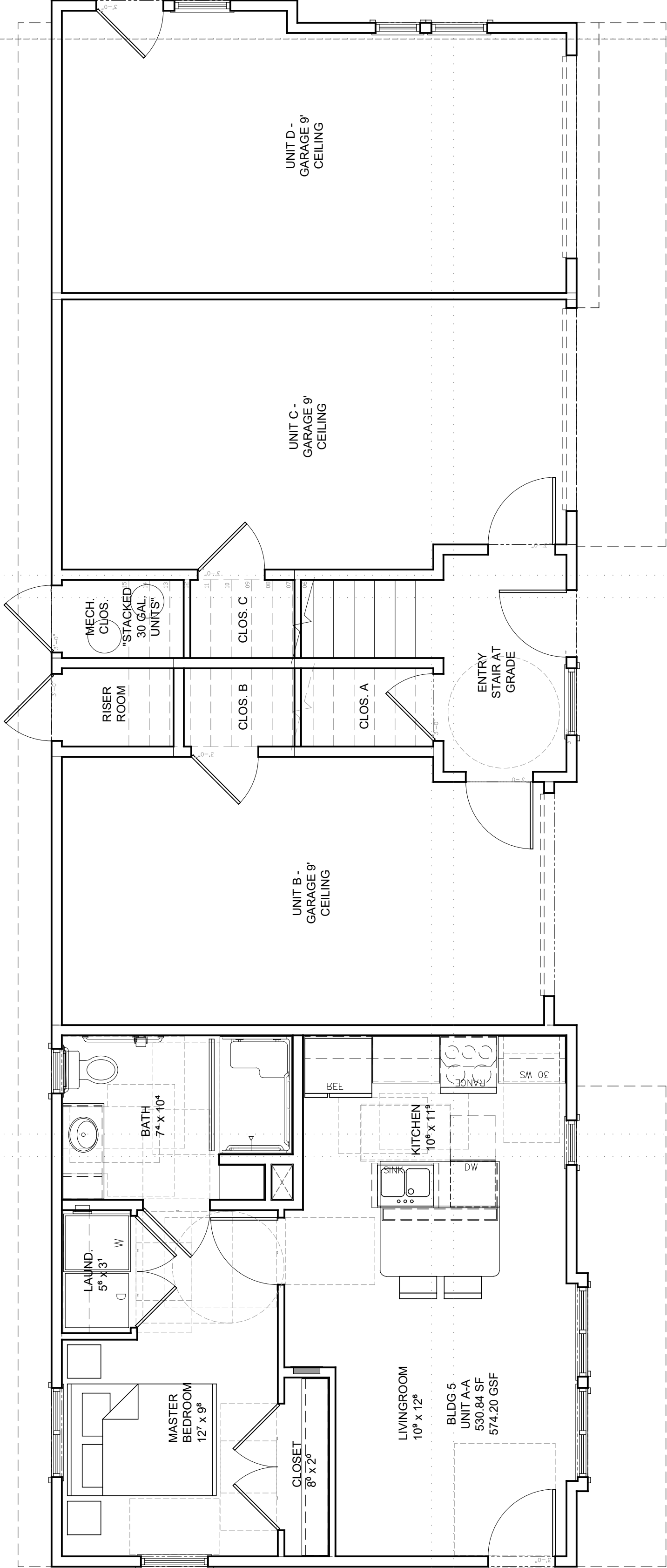
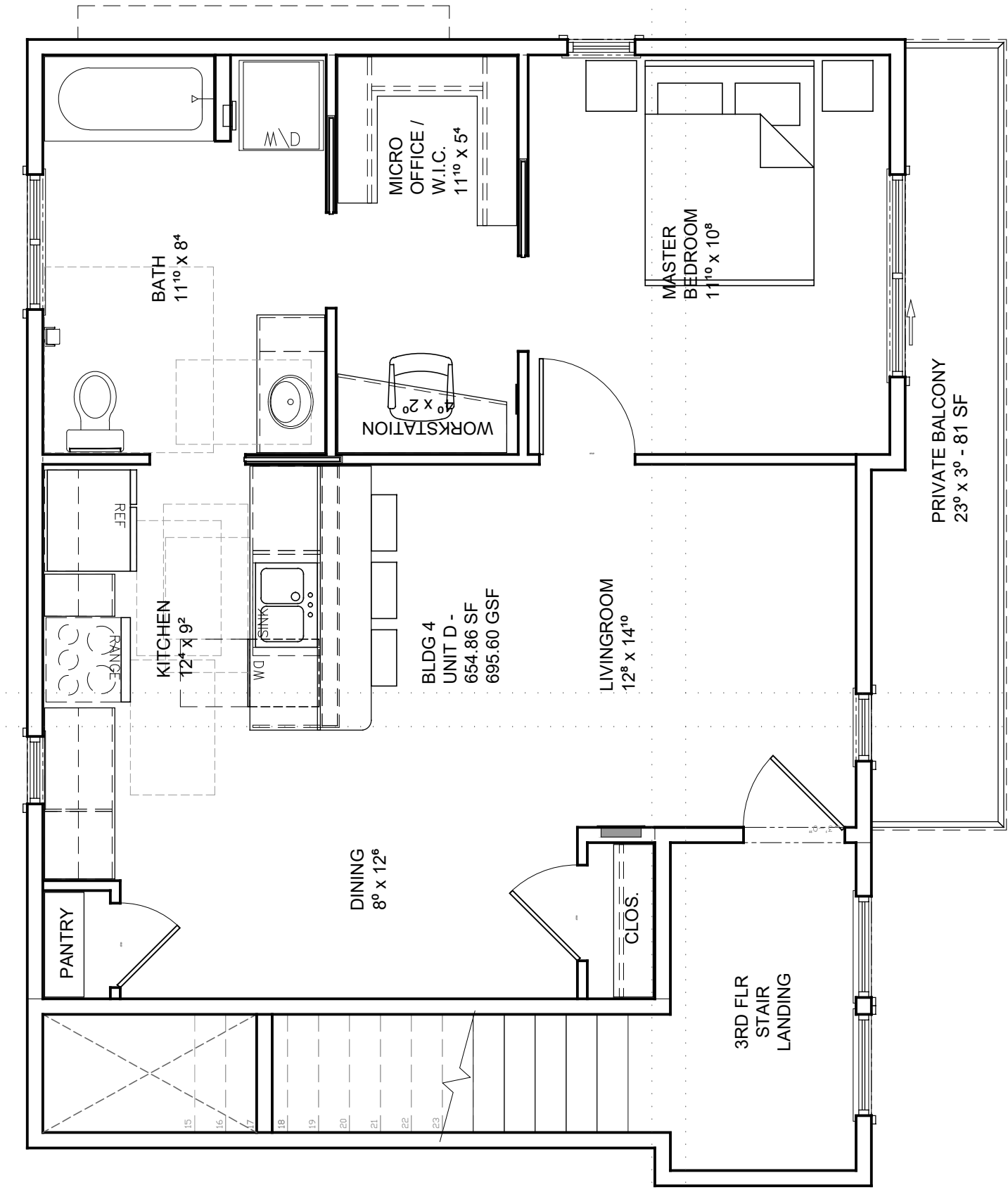
BLDG 5 - 1ST FLOOR PLAN

A102
SCALE (24x36) : 1/4"=1'-0"
SCALE (12x18) : 1/8"=1'-0"

UNIT D GROSS = 495.40 GSF
UNIT D NET = 454.87 SF
COMMON SPACE = 109.58 GSF
TOTAL FOOTPRINT = 840.80 GSF

BLDG 5 - 3RD FLOOR PLAN

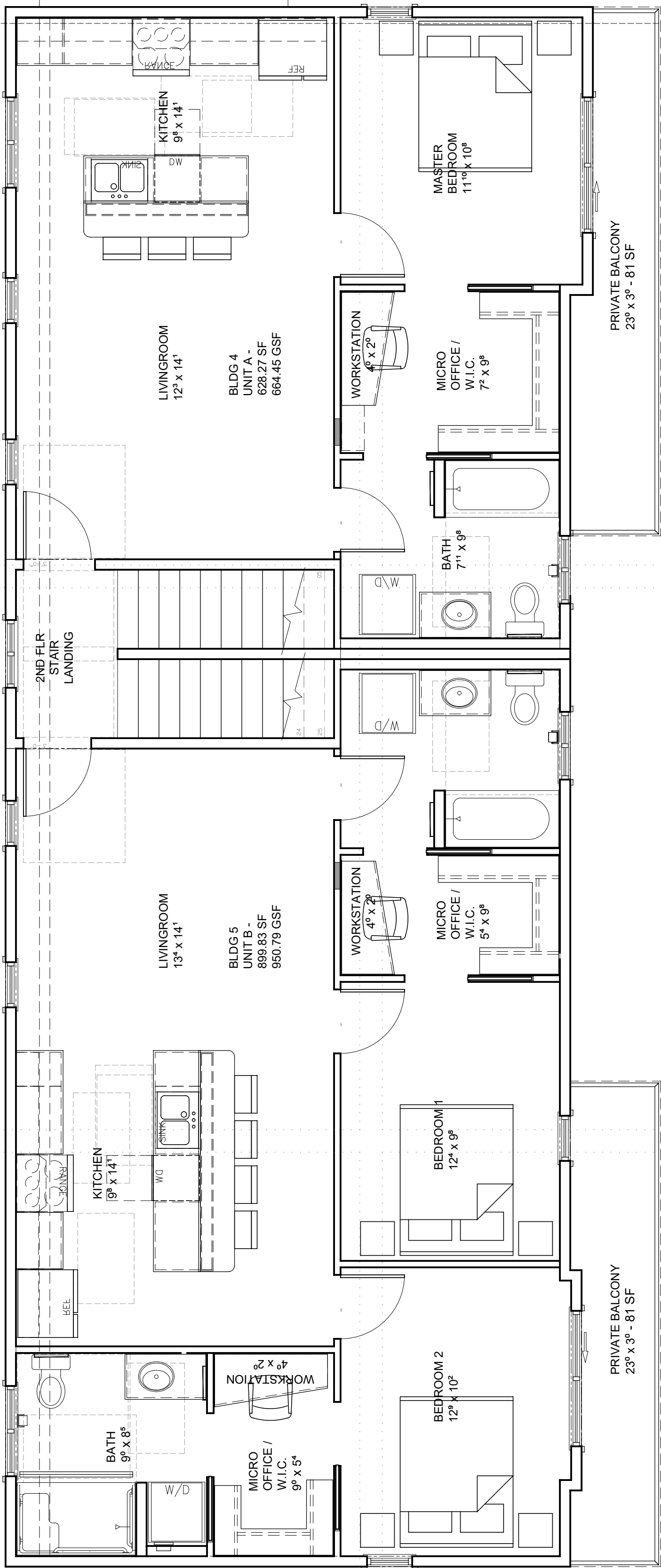
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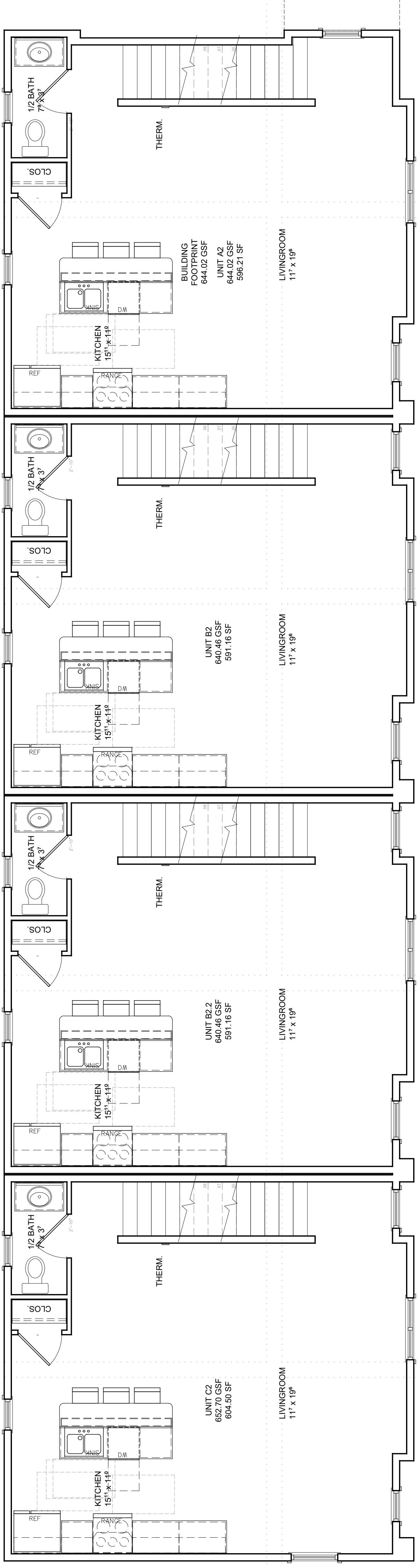


BLDG 5 - 2ND FLOOR PLAN

A102
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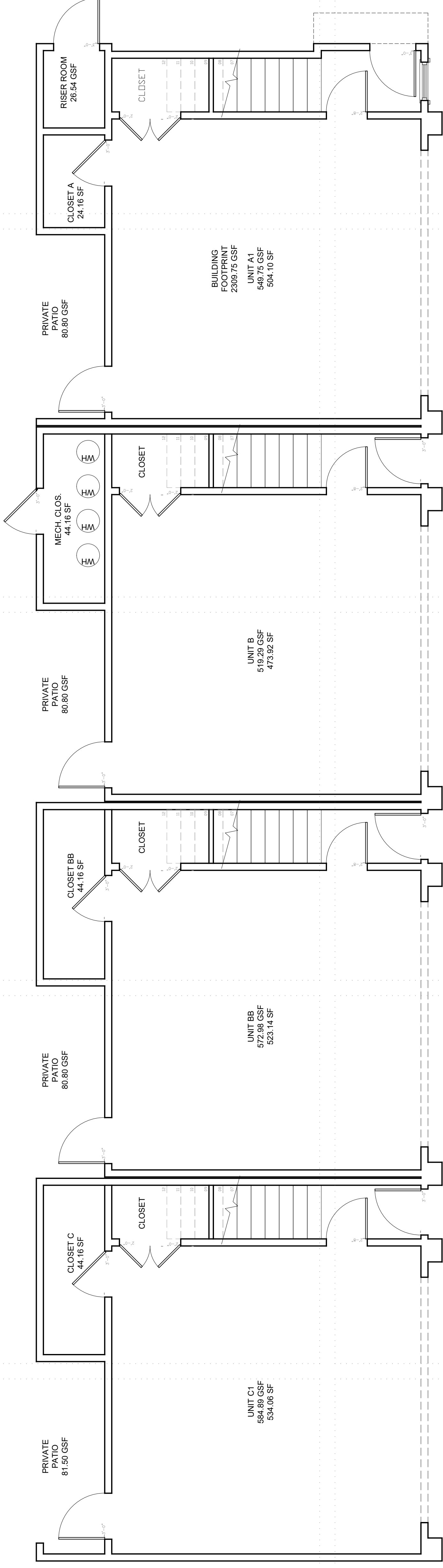
UNIT B GROSS = 664.46 GSF
UNIT B NET = 628.27 SF
UNIT C GROSS = 950.79 GSF
UNIT C NET = 899.83 SF
COMMON SPACE = 124.22 GSF
TOTAL FOOTPRINT = 1744.13 GSF





5C BLDG 1 - 2ND FLOOR PLAN

SCALE (24x36): 1/4"=1'-0"
SCALE (12x18): 1/8"=1'-0"



5A BLDG 1 - 1ST FLOOR PLAN

SCALE (24x36): 1/4"=1'-0"
SCALE (12x18): 1/8"=1'-0"

A104

SHEET #

PROJECT # : 23.001
DRAWN BY : TMM
CHECKED BY :

BLDG 1 - 3RD FLOOR
PLAN

PROJECT:

DATE

DESCRIPTION

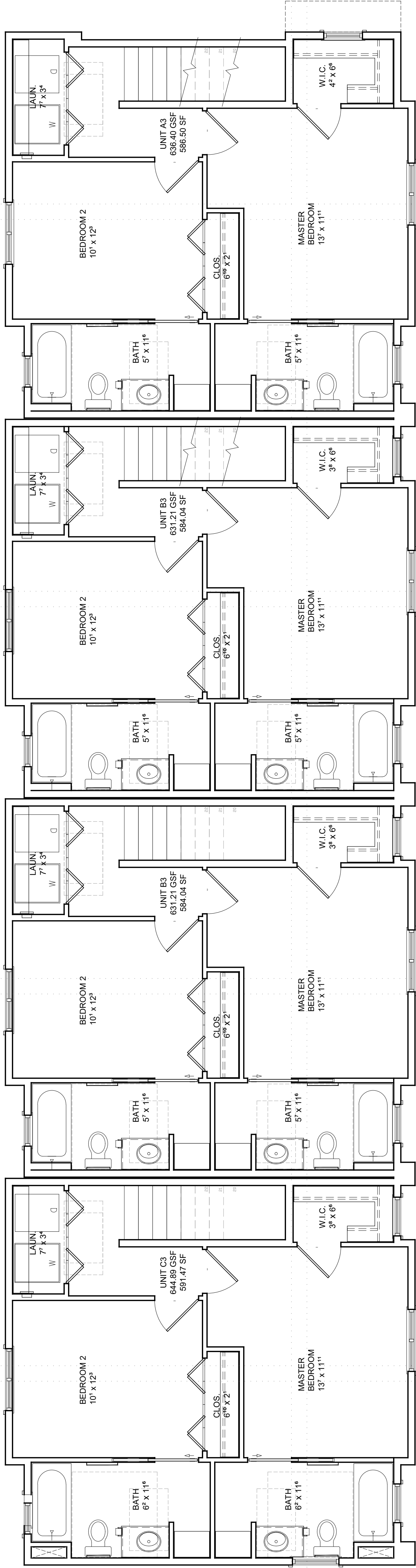
CAROLYN CIRCLE
3981 N REED STREET
GARDEN CITY, ID

TMM ARCHITECTURE LLC
MOUNTAIN HOME, ID 83647
P: 208.350.3137
WWW.TMMARCHITECTURE.COM
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ARCHITECTURE



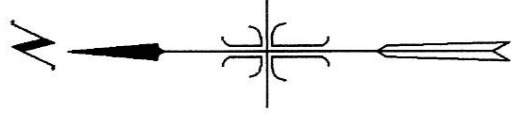
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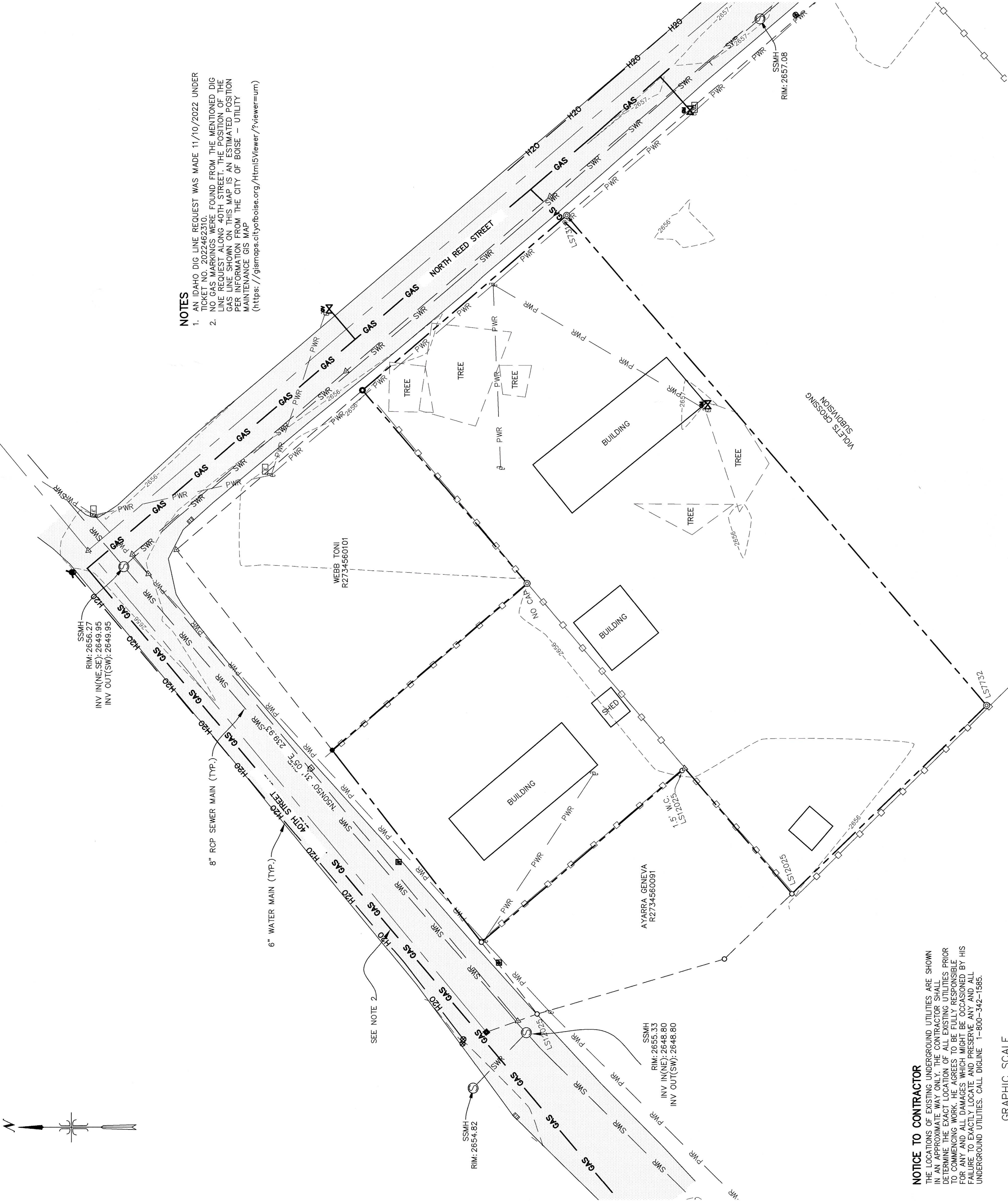
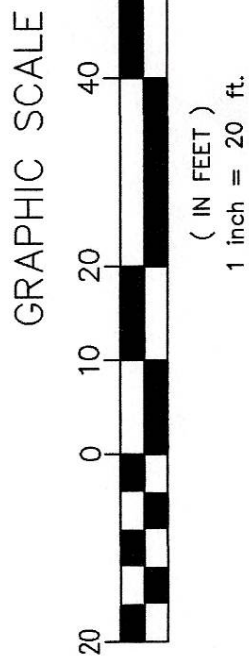








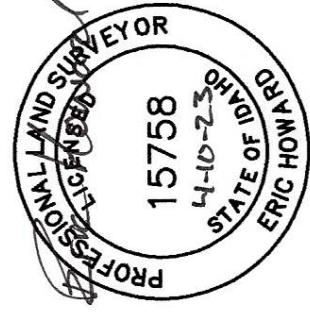
NOTICE TO CONTRACTOR
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CALL DIGLINE 1-800-342-1585.



- NOTES**
1. AN IDAHO DIG LINE REQUEST WAS MADE 11/10/2022 UNDER CHARTER 2022-033. NO GAS MARKINGS WERE FOUND FROM THE MENTIONED DIG LINE REQUEST ALONG 40TH STREET. THE POSITION OF THE GAS LINE SHOWN ON THIS MAP IS AN ESTIMATED POSITION PER INFORMATION FROM THE CITY OF BOISE - UTILITY MAINTENANCE GIS MAP (<https://gismaps.cityofboise.org/Html5Viewer/?viewer=um>)
 2. NO GAS MARKINGS WERE FOUND FROM THE MENTIONED DIG LINE REQUEST ALONG 40TH STREET. THE POSITION OF THE GAS LINE SHOWN ON THIS MAP IS AN ESTIMATED POSITION PER INFORMATION FROM THE CITY OF BOISE - UTILITY MAINTENANCE GIS MAP

LEGEND

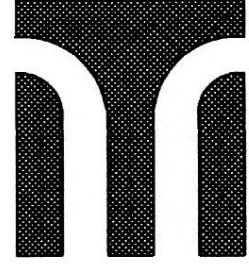
- BOUNDARY LINE
- SECTION LINE
- ORIGINAL PROPERTY LINE
- EDGE OF PAVEMENT
- FENCELINE
- OVERHEAD POWER
- EXISTING SEWER MAIN
- EXISTING WATER MAIN
- EXISTING GAS LINE
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" IRON PIN W/ CAP
- SET MAG NAIL
- CALCULATED POINT-NOT SET
- POWER POLE
- EXISTING LIGHT POLE
- EXISTING DROP INLET
- EXISTING GAS METER
- EXISTING SEWER MANHOLE
- EXISTING TELEPHONE PEDESTAL
- EXISTING ELECTRICAL BOX
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING 5" CONTOUR LINE NAVD88 DATUM
- EXISTING 1" CONTOUR LINE NAVD88 DATUM



Control Point Table			
Point #	Elevation	Northing	Description
120	2656.47	716838.90	F58 LS7314
128	2655.49	716750.26	F12 PLS12025
129	2655.46	716851.52	F12 PLS12025
137	2655.12	716871.67	F 1" SPIKE
140	2655.27	717175.15	F58 LS12722
141	2656.74	716672.80	F58 LS7732

PROJECT HORIZONTAL AND VERTICAL INFORMATION
IDAHO STATE PLANE WEST ZONE, NAD 83 (2011)
PROJECT ORIGIN COORDINATES
N=717267.71
E=249751.302
Z=2666.17
COMBINED SCALE FACTOR=1.00073028452
VERTICAL DATUM NAVD88
GEOID 2016

J.J. HOWARD
LAND SURVEYING
5983 W. State St., Ste. D
Boise, ID 83703 (208) 846-8937



REED & 40TH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

PROJECT NO.	DATE
220809	2/16/23
SCALE	DESIGNED
1"=20'	EA
	EH

**TOPOGRAPHIC
MAP**

C1.0

SUBDIVISION MAP
CAROLYN'S CIRCLE

A PARCEL OF LAND BEING LOTS 10 & 11 AND A PORTION OF LOTS 11 & 12,
BLOCK 1, FAIRVIEW ACRES SUBDIVISION NO. 7 AND LYING IN THE
NE 1/4 OF SECTION 5, T.3N., R.2E., B.M., ADA COUNTY, IDAHO 2023

BLUE STAR PROPERTIES LLC
R2734560140
R-3

DEVELOPER

KEVIN HAWK
REED STREET DEVELOPMENT II, LLC
250 W BOBWHITE COURT, STE 325
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ARCHITECT

TERAN K MITCHELL
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CIVIL ENGINEER

MICHAEL NASLAND, PE
NASLAND ENGINEERING
910 W MAIN STREET, STE 314
BOISE, IDAHO 83702
(208) 593-4676

LAND SURVEYOR

ERIC HOWARD
JJ HOWARD, LLC
5983 W STATE STREET, STE D
BOISE, IDAHO 83703
(208) 846-8937

**PROJECT HORIZONTAL AND
VERTICAL INFORMATION**

IDAHO STATE PLANE WEST ZONE, NAD 83 (2011)
PROJECT ORIGIN COORDINATES
NGS BENCHMARK PID = 0H1486
N=717267.71
E=2497513.02
Z=2666.17
COMBINED SCALE FACTOR=1.000173028452
VERTICAL DATUM NAVD88
GEIOD 2018

DEVELOPMENT FEATURES

ZONING: R-3
ACREAGE: 0.88
TOTAL NUMBER OF LOTS: 12
TOTAL NUMBER OF BUILDING LOTS: 11
TOTAL NUMBER OF COMMON LOTS: 1

LEGEND

PROPERTY LINE
LOT LINE
SETBACK
CENTERLINE
3" ROLLED CURB/GUTTER
SIDEWALK
SEWER MAIN
WATER MAIN
STORM DRAIN LINE
SEWER MANHOLE
BLOW-OFF ASSEMBLY
GATE VALVE
FIRE HYDRANT
CATCH BASIN

SAND AND GREASE TRAP

CAROLYN'S CIRCLE
3981 N REED STREET
GARDEN CITY, ID

REVISION	DATE	BY	REVISION	DATE	BY
ORIGINAL	04/11/2022	RS			

NE JOB # 323-018.1
DATE 04/11/2022
DRAWN BY KS
CHECKED BY MN

PRELIMINARY

SUBDIVISION
MAP

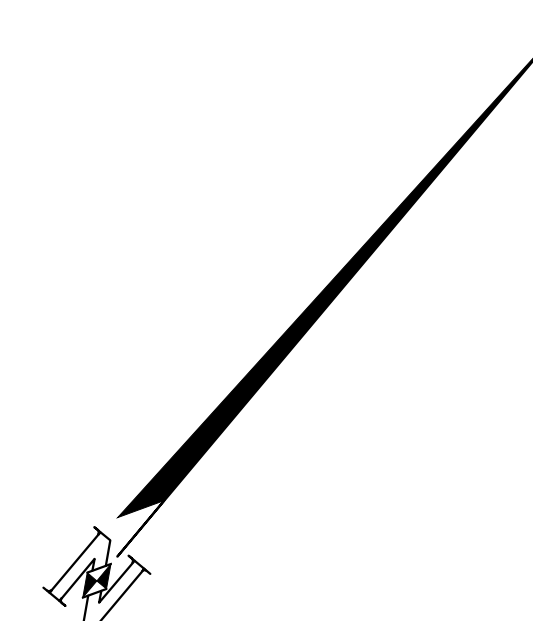
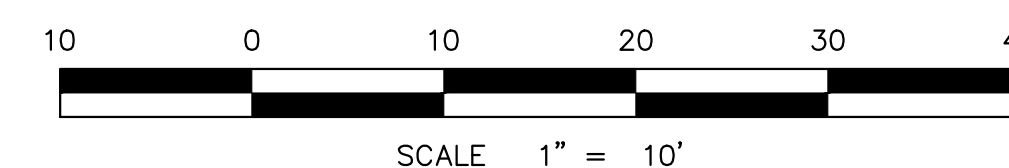
C2.0

T (208) 918-4859
910 W Main Street, Ste. 314
Boise, ID 83702
nasland.com

Civil Engineering
Consulting
Land Planning



NOT FOR
CONSTRUCTION



MEADS TERRY O
R8506320025
R-3

AYARRA GENEVA
R2734560091
R-3

BVIN ROBERT C
R2734520711
R-3

KIDA PROTECTION TRUST
R2734560200
R-3

DADABAY JOHN Y
R2734560211
R-3

PRATT CODY WREN
R2734560207
R-3

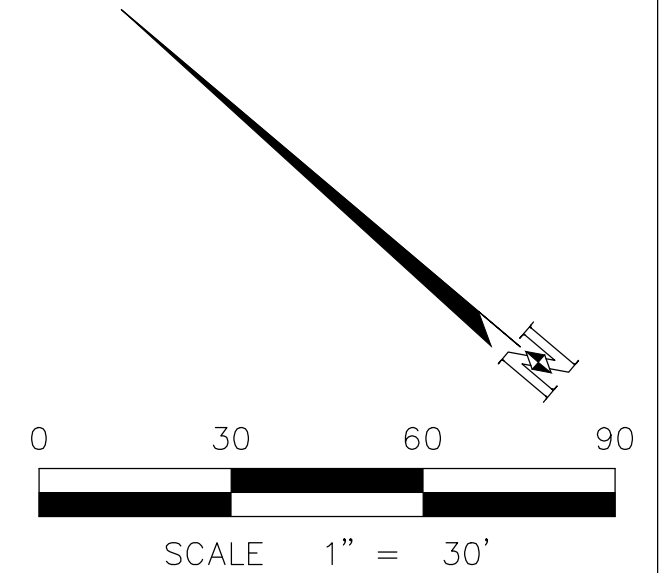
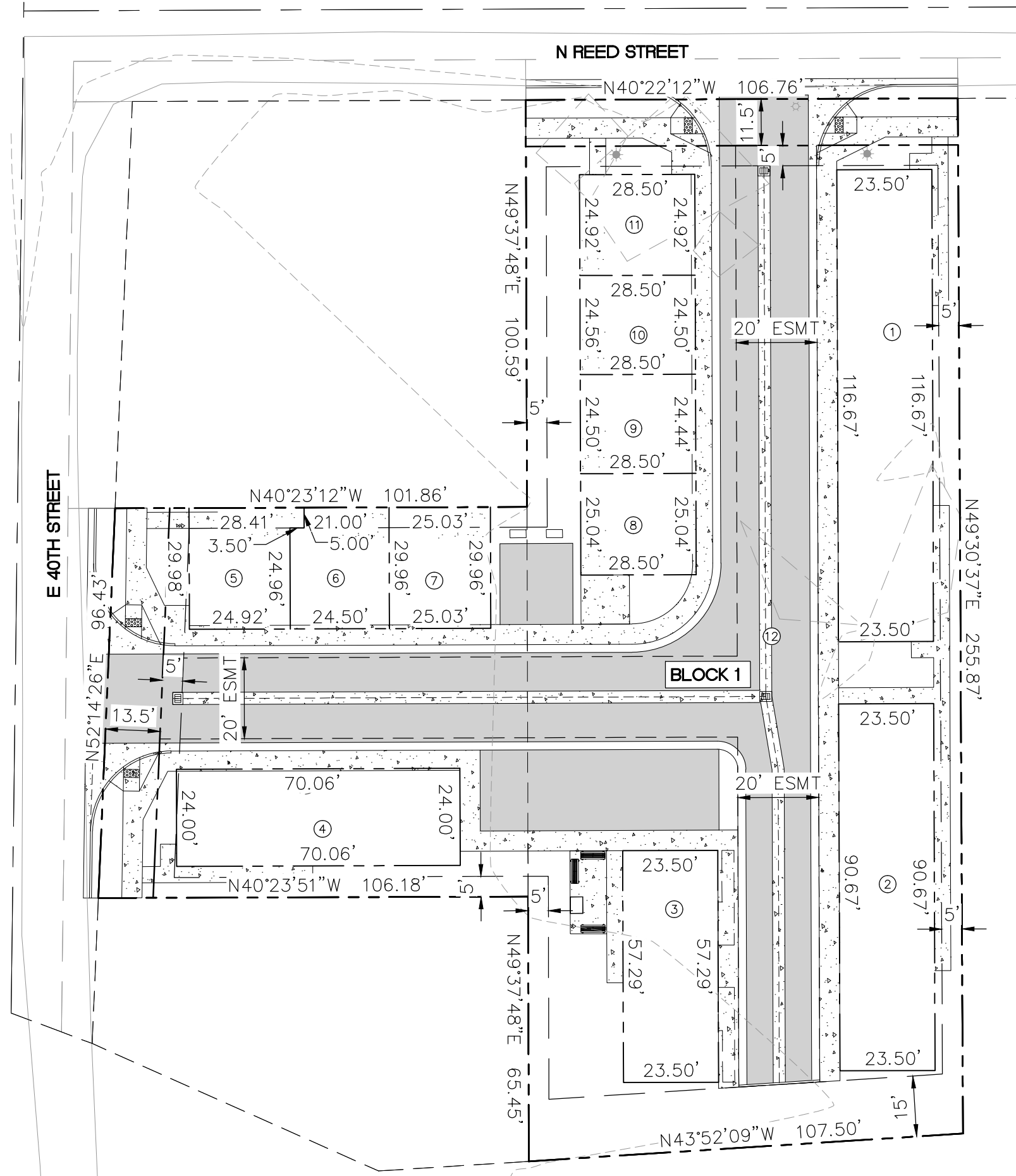
REED DANIEL LEE
R2734560230
R-3

GUSTAVUS FAYLENE
R2734560237
R-3

REED STREET DEVELOPMENT LLC
R9037420340
R-3

CAROLYN'S CIRCLE SUBDIVISION

SKETCH PLAT





ATLAS

GEOTECHNICAL INVESTIGATION

MIXED-USE DEVELOPMENT

3967 North Reed Street
Garden City, ID

PREPARED FOR:

Mr. Kevin Hawk
H2 Development
250 West Bobwhite Court, Suite 325
Boise, ID 83706

PREPARED BY:

Atlas Technical Consultants, LLC
2791 South Victory View Way
Boise, ID 83709

May 24, 2022
B220946g



May 24, 2022

Atlas No. B220946g

Mr. Kevin Hawk
H2 Development
250 West Bobwhite Court, Suite 325
Boise, ID 83706

**Subject: Geotechnical Investigation
Mixed-Use Development
3967 North Reed Street
Garden City, ID**

Dear Mr. Hawk:


In compliance with your instructions, Atlas has conducted a soils exploration and foundation evaluation for the above referenced development. Fieldwork for this investigation was conducted on April 29, 2022. Data have been analyzed to evaluate pertinent geotechnical conditions. Results of this investigation, together with our recommendations, are to be found in the following report. We have provided a PDF copy and one paper copy for your review and distribution.


Often, questions arise concerning soil conditions because of design and construction details that occur on a project. Atlas would be pleased to continue our role as geotechnical engineers during project implementation.


If you have any questions, please call us at (208) 376-4748.

Respectfully submitted,


Mason Allen
Staff Geologist


Monica Saculles, PE
Senior Geotechnical Engineer




Clinton Wyllie, PG
Staff Geologist

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1. INTRODUCTION

This report presents results of a geotechnical investigation and analysis in support of data utilized in design of structures as defined in the 2018 International Building Code (IBC). Information in support of groundwater and stormwater issues pertinent to the practice of Civil Engineering is included. Observations and recommendations relevant to the earthwork phase of the project are also presented. Revisions in plans or drawings for the proposed development from those enumerated in this report should be brought to the attention of the soils engineer to determine whether changes in the provided recommendations are required. Deviations from noted subsurface conditions, if encountered during construction, should also be brought to the attention of the soils engineer.

1.1 Project Description

The proposed development is in the central portion of the City of Garden City, Ada County, ID, and occupies a portion of the NW¼NE¼ of Section 5, Township 3 North, Range 2 East, Boise Meridian. This project will consist of construction of a mixed-use development. At this time, details regarding the type and number of structures are unknown. The foundation design recommendations provided in this report should be considered preliminary. Once details regarding the size and type of structures is known, Atlas must be contacted to determine whether alternate recommendations are needed. The site to be developed is approximately 0.64 acre. Total settlements are limited to 1 inch. Loads of up to 4,000 pounds per lineal foot for wall footings, and column loads of up to 50,000 pounds were assumed for settlement calculations. Additionally, assumptions have been made for traffic loading of pavements. Retaining walls are not anticipated as part of the project. Atlas has not been informed of the proposed grading plan.

1.2 Authorization

Authorization to perform this exploration and analysis was given in the form of a written authorization to proceed from Mr. Kevin Hawk of H2 Development to Clinton Wyllie of Atlas Technical Consultants (Atlas), on April 19, 2022. Said authorization is subject to terms, conditions, and limitations described in the Professional Services Contract entered into between H2 Development and Atlas. Our scope of services for the proposed development has been provided in our proposal dated April 19, 2022 and repeated below.

1.3 Scope of Investigation

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

2. SITE DESCRIPTION

2.1 Site Access

Access to the site may be gained via Interstate 184 to the Curtis Road exit. Proceed north and northeast on Curtis Road approximately 1.0 mile where it becomes Veterans Memorial Parkway. Continue northeast on Veterans Memorial Parkway roughly 0.4 mile to its intersection with Adams Street. From this intersection, proceed southeast on Adams Street 0.3 miles to 40th Street. Head northeast on 40th Street 0.1 mile to Reed Street. Travel southeast on Reed Street approximately 175 feet. The site is located on the southwest side of Reed Street. The location is depicted on site maps included in the **Appendix**.

2.2 Regional Geology

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

2.3 General Site Characteristics

The site to be developed is approximately 0.64 acre in size. Currently, a residence is present in the northeastern portion of the site. Bare land and landscaped areas are present on the northeast and southwest sides of the residence. A small garage is present to the west of the residence. The remainder of the site consists of a recycled asphalt surfaced drive and storage area. The site is surrounded by existing residential structures. Vegetation on the site consists primarily of landscape trees and grasses. The site is relatively flat and level.

Regional drainage is north and west along the Boise River. Stormwater drainage for the site is achieved by percolation through surficial soils. The site is situated so that it is unlikely that it will receive any drainage from off-site sources. Stormwater drainage collection and retention systems are not in place on the project site and were not noted within the vicinity of the project site.

2.4 Regional Site Climatology and Geochemistry

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

3. SEISMIC SITE EVALUATION

3.1 Geoseismic Setting

Soils on site are classed as Site Class D in accordance with Chapter 20 of the American Society of Civil Engineers (ASCE) publication ASCE/SEI 7-16. Structures constructed on this site should be designed per IBC requirements for such a seismic classification. Our investigation did not reveal hazards resulting from potential earthquake motions including: slope instability, liquefaction, and surface rupture caused by faulting or lateral spreading. Incidence and anticipated acceleration of seismic activity in the area is low.

3.2 Seismic Design Parameter Values

The United States Geological Survey National Seismic Hazard Maps (2008), includes a peak ground acceleration map. The map for 2% probability of exceedance in 50 years in the Western United States in standard gravity (g) indicates that a peak ground acceleration of 0.208 is appropriate for the project site based on a Site Class D.

The following section provides an assessment of the earthquake-induced earthquake loads for the site based on the Risk-Targeted Maximum Considered Earthquake (MCE_R). The MCE_R spectral response acceleration for short periods, S_{MS} , and at 1-second period, S_{M1} , are adjusted for site class effects as required by the 2018 IBC. Design spectral response acceleration parameters as presented in the 2018 IBC are defined as a 5% damped design spectral response acceleration at short periods, S_{DS} , and at 1-second period, S_{D1} .

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

Table 1 – Seismic Design Values

Seismic Design Parameter	Design Value
Site Class	D "Default"
S _s	0.307 (g)
S ₁	0.110 (g)
F _a	1.554
F _v	2.380
S _{MS}	0.478
S _{M1}	0.262
S _{DS}	0.319
S _{D1}	0.174

4. SOILS EXPLORATION

4.1 Exploration and Sampling Procedures

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

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

4.2 Laboratory Testing Program

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

4.3 Soil and Sediment Profile

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

Recycled asphalt materials were encountered at ground surface. These materials were dark gray, dry, and dense with fine to coarse gravel. A separation fabric was noted at the interface of the recycled asphalt and underlying native soils. Sandy silt soils were found beneath recycled asphalt in test pit 1. These soils were brown, slightly moist, and medium stiff to stiff, with fine to coarse-grained sand. Silty sand sediments were observed beneath recycled asphalt in test pit 2. These sediments were light brown, dry to slightly moist, and medium dense to dense, with fine to coarse-grained sand. Organics were noted to depths of up to 1.1 feet bgs.

At depth, poorly graded gravel with sand sediments were exposed. Poorly graded gravels were light brown to brown, dry to saturated, and medium dense to dense. Fine to coarse-grained sand, fine to coarse gravel, and 10-inch minus cobbles were noted throughout.

Competency of test pit sidewalls varied little across the site. In general, silty soils remained stable while more granular sediments readily sloughed. However, moisture contents will also affect wall competency with saturated soils having a tendency to readily slough when under load and unsupported.

4.4 Volatile Organic Scan

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

5. SITE HYDROLOGY

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

5.1 Groundwater

During this field investigation, groundwater was encountered in test pits at depths ranging from 8.6 to 9.3 feet bgs. Soil moistures in the test pits were generally dry to slightly moist within surficial soils. Within the poorly graded gravels with sand, soil moistures graded from dry to saturated as the water table was approached and penetrated. In the vicinity of the project site, groundwater levels are controlled in large part by the stage and flow of the Boise River. Maximum groundwater elevations likely occur during late spring to early summer runoff season.



Atlas has previously performed 8 geotechnical investigations within 0.12 mile of the project site. Information from these investigations has been provided in the table below.

Table 2 – Groundwater Data

Date	Approximate Distance from Site (mile)	Direction from Site	Groundwater Depth (feet bgs)
March 2005	0.12	Northwest	9.1
December 2019	0.09	Northwest	7.7 to 12.1
July 2020	0.03	Southeast	8.7
February 2021	0.08	South	8.8 to 9.2
May 2021	0.08	East	9.4
December 2021	0.04	East	9.1
May 2017	0.10	Southeast	5.0 to 7.2
April 2022	0.02	Southeast	9.6

Based on evidence of this investigation and background knowledge of the area, Atlas estimates groundwater depths to remain greater than approximately 5 feet bgs throughout the year. However, as the site is heavily influenced by the Boise River, flooding or near flooding conditions will result in temporarily higher groundwater elevations. Since this is an estimated depth and seasonal groundwater levels fluctuate, actual levels should be confirmed by periodic groundwater data collected from piezometer installed in test pit 1. If desired, Atlas is available to perform this monitoring.

5.2 Soil Infiltration Rates

Soil permeability, which is a measure of the ability of a soil to transmit a fluid, was not tested in the field. Given the absence of direct measurements, for this report an estimation of infiltration is presented using generally recognized values for each soil type and gradation. Of soils comprising the generalized soil profile for this study, sandy silt soils will commonly exhibit infiltration rates from 2 to 4 inches per hour. Silty sand sediments usually display rates of 4 to 8 inches per hour. Poorly graded gravel with sand sediments typically exhibit infiltration values in excess of 12 inches per hour.

It is recommended that infiltration facilities constructed on the site be extended into native poorly graded gravel with sand sediments. Excavation depths ranging from approximately 3.6 to 4.7 feet bgs should be anticipated to expose these poorly graded gravel with sand sediments. Because of the high soil permeability, ASTM C33 filter sand, or equivalent, should be incorporated into design of infiltration facilities. An infiltration rate of 8 inches per hour should be used in design. Actual infiltration rates should be confirmed at the time of construction.



6. PRELIMINARY FOUNDATION AND SLAB DISCUSSION AND RECOMMENDATIONS

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

Considering subsurface conditions and the proposed construction, it is recommended that the structures be founded upon conventional spread footings and continuous wall footings. Total settlements should not exceed 1 inch if the following design and construction recommendations are observed. The size, layout and loading of the structures are unknown at this time; therefore, the following recommendations should be considered preliminary. Once the project scope has been developed, Atlas must be contacted to determine whether alternate recommendations are needed.

6.1 Preliminary Foundation Design Recommendations

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

Table 3 – Soil Bearing Capacity

Footing Depth	ASTM D1557 Subgrade Compaction	Net Allowable Soil Bearing Capacity
Footings must bear on competent, undisturbed, native sandy silt soils, silty sand sediments, or compacted structural fill. Existing fill materials and organics must be completely removed from below foundation elements. ¹ Excavation depths of roughly 1.0 foot bgs should be anticipated to expose proper bearing soils. ²	Not Required for Native Soil 95% for Structural Fill	2,000 lbs/ft ²

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

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

The following sliding frictional coefficient values should be used: 1) 0.35 for footings bearing on native sandy silt soils and silty sand sediments and 2) 0.45 for footings bearing on granular structural fill. A passive lateral earth pressure of 349 pounds per square foot per foot (psf/ft) should be used for sandy silt soils and silty sand sediments. For compacted sandy gravel fill, a passive lateral earth pressure of 496 psf/ft should be used.



Footings should be proportioned to meet either the stated soil bearing capacity or the 2018 IBC minimum requirements. Total settlement should be limited to approximately 1 inch, and differential settlement should be limited to approximately ½ inch. Objectionable soil types encountered at the bottom of footing excavations should be removed and replaced with structural fill. Excessively loose or soft areas that are encountered in the footings subgrade will require over-excavation and backfilling with structural fill. To minimize the effects of slight differential movement that may occur because of variations in the character of supporting soils and seasonal moisture content, Atlas recommends continuous footings be suitably reinforced to make them as rigid as possible. For frost protection, the bottom of external footings should be 30 inches below finished grade. Based on the soil types encountered onsite, foundation drains are not needed.

6.2 Crawl Space Recommendations

Considering the presence of shallow groundwater across the site, any structures constructed with crawl spaces should be designed in a manner that will inhibit water in the crawl spaces. Bottom of crawl spaces must be elevated at least 2 feet above seasonal high groundwater elevation. Atlas recommends that roof drains carry stormwater at least 10 feet away from each structure. Grades should be at least 5 percent for a distance of 10 feet away from all structures. In addition, rain gutters should be placed around all sides of structures, and backfill around stem walls should be placed and compacted in a controlled manner.

6.3 Floor Slab-on-Grade

Uncontrolled fill was encountered in portions of the site. Atlas recommends fill materials be removed completely, and the native soils stripped of organic materials. Once final grades have been determined, Atlas is available to provide additional recommendations.

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

A free-draining granular mat should be provided below slabs-on-grade to provide drainage and a uniform and stable bearing surface. This should be a minimum of 4 inches in thickness and properly compacted. The mat should consist of a sand and gravel mixture, complying with Idaho Standards for Public Works Construction (ISPWC) specifications for ¾-inch (Type 1) crushed aggregate. The granular mat should be compacted to no less than 95 percent of the maximum dry density as determined by ASTM D1557.



A moisture-retarder should be placed beneath floor slabs to minimize potential ground moisture effects on moisture-sensitive floor coverings. The moisture-retarder should be at least 15-mil in thickness and have a permeance of less than 0.01 US perms as determined by ASTM E96. Placement of the moisture-retarder will require special consideration with regard to effects on the slab-on-grade and should adhere to recommendations outlined in the ACI 302.1R and ASTM E1745 publications. Upon request, Atlas can provide further consultation regarding installation.

7. PAVEMENT DISCUSSION AND RECOMMENDATIONS

Atlas has made assumptions for traffic loading variables based on the character of the proposed construction. The Client shall review and understand these assumptions to make sure they reflect intended use and loading of pavements both now and in the future. Based on experience with soils in the region, a subgrade California Bearing Ratio (CBR) value of 5 has been assumed for near-surface silty soils on site. The following are minimum thickness requirements for assured pavement function. Depending on site conditions, additional work, e.g. soil preparation, may be required to support construction equipment. These have been listed within the **Soft Subgrade Soils** section.

7.1 Flexible Pavement Section

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

Table 4 – AASHTO Flexible Pavement Specifications

Pavement Section Component	Driveways and Parking Light Duty
Asphaltic Concrete	2.5 Inches
Crushed Aggregate Base	4.0 Inches
Structural Subbase	6.0 Inches
Compacted Subgrade	See Pavement Subgrade Preparation Section

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

- Asphaltic Concrete: Asphalt mix design shall meet the requirements of ISPWC, Section 810. Materials shall be placed in accordance with ISPWC Standard Specifications for Highway Construction.
- Aggregate Base: Material complying with ISPWC Standards for Crushed Aggregate Materials.



- Structural Subbase: Granular structural fill material complying with the requirements detailed in the **Structural Fill** section of this report except that the maximum material diameter is no more than $\frac{2}{3}$ the component thickness. Gradation and suitability requirements shall be per ISPWC Section 801, Table 1.

7.2 Pavement Subgrade Preparation

Uncontrolled fill was encountered in portions of the site. Atlas recommends fill materials be removed completely, and the native soils stripped of organic materials. Once final grades have been determined, Atlas is available to provide additional recommendations.

7.3 Common Pavement Section Construction Issues

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

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

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

8. CONSTRUCTION CONSIDERATIONS

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

8.1 Earthwork

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

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

8.2 Dry Weather

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

8.3 Wet Weather

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

8.4 Soft Subgrade Soils

Shallow fine-grained subgrade soils that are high in moisture content should be expected to pump and rut under construction traffic. During periods of wet weather, construction may become very difficult if not impossible. The following recommendations and options have been included for dealing with soft subgrade conditions:

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

8.5 Frozen Subgrade Soils

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

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

8.6 Structural Fill

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

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

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

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

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

8.7 Backfill of Walls

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

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

8.8 Excavations

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

During the subsurface exploration, native granular sediments readily sloughed from test pit sidewalls. For deep excavations, native granular sediments cannot be expected to remain in position. These materials are prone to failure and may collapse, thereby undermining upper soil layers. This is especially true when excavations approach depths near the water table. Care must be taken to ensure that excavations are properly backfilled in accordance with procedures outlined in this report.



8.9 Groundwater Control

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

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

9. GENERAL COMMENTS

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

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Appendix I WARRANTY AND LIMITING CONDITIONS

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

Exclusive Use

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

Report Recommendations are Limited and Subject to Misinterpretation

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

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



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

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

Environmental Concerns

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

Figure 1



Delorme Street Atlas

- Delorme Street Atlas
- Not to Scale

Approximate Site Location

Approximate Site Location



Mixed-Use Development
3967 Reed Street
Garden City, ID

Modified from Delcorme by: MPK
May 13, 2022
Drawing: B220946g

2791 S. Victory View Way Phone: (208) 376-4748
Boise, ID 83709 Fax: (208) 322-6515

Boise, ID 83709
Fax: (208) 322-6515
jsh/b. smith@msm

Site Map

Figure 1



NOTES:
• Not to Scale

LEGEND

Approximate Site Boundary

Approximate Atlas Test Pit Location

Approximate Atlas Test Pit Location with Piezometer

Mixed-Use Development
3967 Reed Street
Garden City, ID

Modified from Delorme by: MPK
May 13, 2022
Drawing: B220946g

ATLAS

2791 S. Victory View Way
Boise, ID 83709
Phone: (208) 376-4748
Fax: (208) 322-6515
www.atlas-geotech.com



Appendix IV GEOTECHNICAL INVESTIGATION TEST PIT LOG

Test Pit Log #: TP-1

Date Advanced: April 29, 2022

Excavated by: Turn of the Century Homes

Logged by: Mason Allen

Latitude: 43.632712

Longitude: -116.241660

Depth to Water Table: 8.6 feet bgs

Total Depth: 8.8 feet bgs

Depth (feet bgs)	Field Description and USCS Soil and Sediment Classification	Sample Type	Sample Depth (feet bgs)	Qp	Lab Test ID
0.0-0.6	Recycled Asphalt Pavement: Dark gray, dry, dense, with fine to coarse gravel. --Separation fabric encountered at 0.6 feet bgs.				
0.6-3.6	Sandy Silt (ML): Brown, slightly moist, medium stiff to stiff, with fine to coarse-grained sand. --Organics encountered to 1.0 foot bgs.	GS	2.1-2.6	1.0-1.5	A
3.6-8.8	Poorly Graded with Gravel with Sand (GP): Brown, slightly moist to saturated, medium dense to dense, with fine to coarse-grained sand, fine to coarse gravel, and 10-inch minus cobbles. --Sidewall caving encountered throughout.				

Notes: See Site Map for test pit location.
Piezometer installed at 8.8 feet bgs.

Lab Test ID	Moisture (%)	LL	PI	Sieve Analysis (% Passing)				
				#4	#10	#40	#100	#200
A	21.0	NP	NP	99	91	71	64	58.9



GEOTECHNICAL INVESTIGATION TEST PIT LOG

Test Pit Log #: TP-2

Date Advanced: April 29, 2022

Excavated by: Turn of the Century Homes

Logged by: Mason Allen

Latitude: 43.632285

Longitude: -116.242009

Depth to Water Table: 9.3 feet bgs

Total Depth: 9.5 feet bgs

Depth (feet bgs)	Field Description and USCS Soil and Sediment Classification	Sample Type	Sample Depth (feet bgs)	Qp	Lab Test ID
0.0-0.6	Recycled Asphalt Pavement: Dark gray, dry, dense, with fine to coarse gravel. --Separation fabric encountered at 0.6 feet bgs.				
0.6-4.7	Silty Sand (SM): Light brown, dry to slightly moist, medium dense to dense, with fine to coarse-grained sand. --Organics encountered to 1.1 feet bgs. --Silt lenses noted throughout.				
4.7-9.5	Poorly Graded Gravel with Sand (GP): Light brown, dry to saturated, medium dense to dense, with fine to coarse-grained sand, fine to coarse gravel, and 10-inch minus cobbles.				

Appendix V GEOTECHNICAL GENERAL NOTES

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

Relative Density and Consistency Classification	
Coarse-Grained Soils	SPT Blow Counts (N)
Very Loose:	< 4
Loose:	4-10
Medium Dense:	10-30
Dense:	30-50
Very Dense:	> 50
Fine-Grained Soils	SPT Blow Counts (N)
Very Soft:	< 2
Soft:	2-4
Medium Stiff:	4-8
Stiff:	8-15
Very Stiff:	15-30
Hard:	> 30

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

Moisture Content and Cementation Classification	
Description	Field Test
Dry	Absence of moisture, dry to touch
Slightly Moist	Damp, but no visible moisture
Moist	Visible moisture
Wet	Visible free water
Saturated	Soil is usually below water table
Description	Field Test
Weak	Crumbles or breaks with handling or slight finger pressure
Moderate	Crumbles or breaks with considerable finger pressure
Strong	Will not crumble or break with finger pressure

Acronym List	
GS	grab sample
LL	Liquid Limit
M	moisture content
NP	non-plastic
PI	Plasticity Index
Q _p	penetrometer value, unconfined compressive strength, tsf
V	vane value, ultimate shearing strength, tsf



Appendix VI AASHTO PAVEMENT DESIGN

Pavement Section Design Location: Mixed Use Development, Light Duty

Average Daily Traffic Count:	100	All Lanes & Both Directions
Design Life:	20	Years
Percent of Traffic in Design Lane:	50%	
Terminal Serviceability Index (Pt):	2.5	
Level of Reliability:	95	
Subgrade CBR Value:	5	Subgrade Mr: 7,500

Calculation of Design-18 kip ESALs

	Daily Traffic	Growth Rate	Load Factors	Design ESALs
Passenger Cars:	30	2.0%	0.0008	213
Buses:	0	2.0%	0.6806	0
Panel & Pickup Trucks:	18	2.0%	0.0122	1,948
2-Axle, 6-Tire Trucks:	1	2.0%	0.1890	1,676
Emergency Vehicles:	1	2.0%	4.4800	39,731
Garbage/ Dump Trucks:	0	2.0%	3.6300	0
Tractor Semi Trailer Trucks:	0	2.0%	2.3719	0
Double Trailer Trucks:	0	2.0%	2.3187	0
Heavy Tractor Trailer Combo Trucks:	0	2.0%	2.9760	0
Average Daily Traffic in Design Lane:	50			

Total Design Life 18-kip ESALs: 43,568

Actual Log (ESALs): 4.639

Trial SN: 2.21

Trial Log (ESALs): 4.653

Pavement Section Design SN: 2.21

	Design Depth Inches	Structural Coefficient	Drainage Coefficient
Asphaltic Concrete:	2.50	0.42	n/a
Asphalt-Treated Base:	0.00	0.25	n/a
Cement-Treated Base:	0.00	0.17	n/a
Crushed Aggregate Base:	4.00	0.14	1.0
Subbase:	6.00	0.10	1.0
Special Aggregate Subgrade:	0.00	0.09	0.9

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer

will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared solely for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. **Do not rely on an executive summary. Do not read selective elements only. Read and refer to the report in full.**

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface using various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations only after observing actual subsurface conditions exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals' plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, but be certain to note

conspicuously that you've included the material for information purposes only. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, only from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and be sure to allow enough time to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer's services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.



Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org

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Hydrology Report

Carolyn's Circle Subdivision

3981 N. Reed Street & 415 E 40th Street
Garden City, ID 83714

Prepared for:

Reed Street Development II, LLC

250 W Bobwhite Court, Ste. 325
Boise, ID 83706



Prepared by:

Nasland Engineering

Michael Nasland, PE
910 W Main Street, Ste. 314
Boise, ID 83702
(208) 593-4676

April 10, 2023

1.0 VICINITY MAP



Map data ©2023 Google

2.0 PROJECT DESCRIPTION

The project site is located in Garden City along the corner of E 40th St and N Reed St. The site is currently partially developed with existing mobile homes and has an area encompassing approximately 0.88 acres. The proposed project will disturb the entire site and consist of six buildings split into approximately 29 units. Parking garages are located beneath the majority of the units and eight additional surface parking stalls are in between the buildings. Demolition includes the removal of existing utilities as well as clearing and grubbing. Construction will include the building of the new structures, installing new AC pavement and sidewalks, valley gutter, curb and gutter, and any trenching associated with new utility lines.

3.0 DRAINAGE

3.1 EXISTING SITE CONDITIONS AND TERAIN

The project site is currently partially developed, bordered by existing residential housing and consists of existing mobile homes, sheds, gravel driveways and landscaping. The site is generally flat, sloping less than 1% generally northwest to southeast. Surrounding parcels are also generally flat. To the northeast is N Reed Street and approximately 400 feet away is the Boise River.

The site consists of two homes that will be removed. Existing site drainage generally infiltrates through pervious surfaces such as gravel on site. There are no records of storm drain or drainage structures on site. The surrounding parcels consist of a mix of existing residential homes to the north, southwest and northwest. To the southwest, parcels are currently under construction and are anticipated to be residential townhomes. There are some existing trees on the parcel near the street frontage and the southeast of the site.

The site is within a FEMA Flood Zone AE. See FEMA Flood Map in the appendix. There are no proposed site alterations that will affect the flood characteristics. Each new building will be constructed with finish floor at least 2' above the FEMA Base Flood Elevation (BFE). Elevation Certificates will be provided for each new building.

3.2 PROPOSED DRAINAGE

The storm drainage calculations and design for the proposed improvements are intended to meet the requirements of the City of Boise Stormwater Design Manual (MANUAL). The storm water facility is designed to store and treat runoff from a 50-year storm event, per Table 2-1 of the MANUAL, and to pretreat the water quality volume defined as the 80th percentile storm event. Treatment volume and flow requirements for the stormwater facility were designed using Garden City policy requirements. The calculated treatment volume will be used to determine the size and type of treatment facility for this project.

The water quality of stormwater runoff for this project will be addressed through both source control measures and treatment of stormwater runoff. Applicable source control BMP's are debris collection, street sweeping, roof runoff and trash storage areas. The primary method of water quality treatment for this project will be through the use of sand and grease traps and underground seepage beds. Storm water runoff will be collected using an onsite storm drain system that discharges to the underground seepage bed where it will be treated and finally infiltrated. Runoff from roofs will be captured and routed to the proposed storm drain via roof downspouts and onsite storm drain network connecting to the sand and grease traps. The remainder of site runoff will sheet flow towards concrete gutters and drain directly to the sand and grease traps. The sand and grease traps will precede the seepage beds and will provide pretreatment for the water quality event.

See **Appendix A – Drainage Basin Map**, for additional information.

4.0 ANALYSIS

The anticipated dimensions of the seepage beds onsite is designed to contain the volume of water generated by the design storm over a one-hour period. The anticipated dimensions of the seepage beds onsite is designed to completely drain within 48 hours or less to prevent standing water.

The total volume generated by our storm event is 2362 cubic feet which can be stored and infiltrated by the proposed seepage beds on site.

See **Appendix B – Storm Drainage Calculations**, for additional information

6.0 CONCLUSION

The purpose of this Hydrology Report was to analyze the existing drainage patterns and compare them to the newly proposed ones. The intent was to effectively carry the runoff associated with the 50-year storm event to outlet points and prevent any severe ponding or flooding from occurring. Based on the analysis, this redevelopment project will be able to capture, treat and infiltrate the storm water onsite after project completion. By directing storm water runoff away from the buildings and draining impervious surfaces into landscaped area drains and roof downspouts that discharge directly into the storm drain system the proposed flow rates will not negatively impact the surrounding areas. The proposed flow rates will not negatively impact the surrounding areas. Water quality treatment for this project will be achieved through the use of a sand and grease traps and underground seepage beds.

7.0 DECLARATION OF RESPONSIBLE CHARGE:

I hereby declare that I am the Engineer of work for this project, that I have exercised responsible charge over the design of the project, and that the design is consistent with current standards.

I understand that the check of project drawings and specification by Garden City is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

8.0 ENGINEER OF WORK:

This report was prepared by Michael Nasland, PE, Project Engineer for Nasland Engineering.



4/10/2023

Michael Nasland • P-18776 • Expires 03/31/2024

APPENDICES

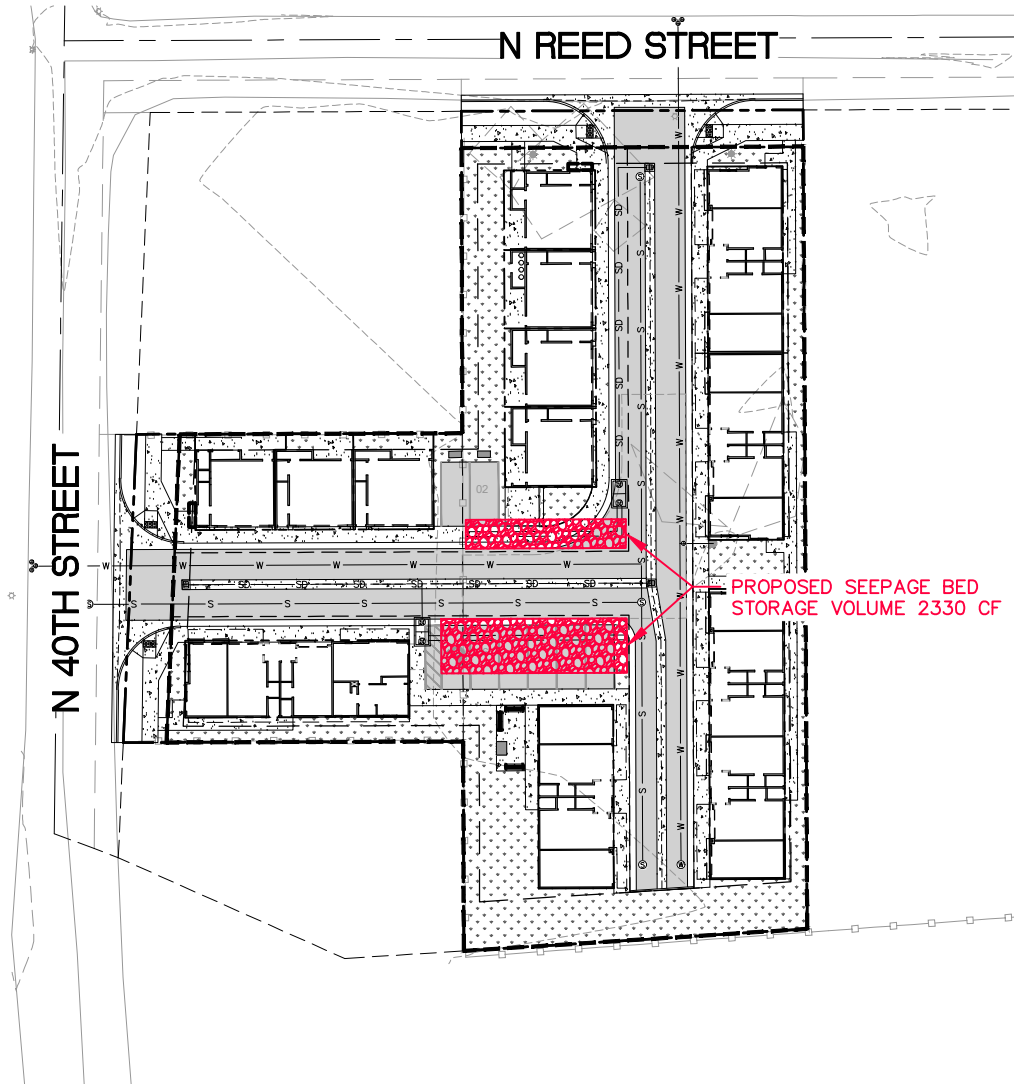
APPENDIX A – DRAINAGE BASIN MAP

COMPOSITE C VALUE			
MATERIAL	C VALUE	AREA	C*A
PAVEMENT AND BUILDING	.95	28366 SF	26948
LANDSCAPING	.20	6854 SF	1369

SITE AREA: 89865 SF

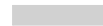
$$C = ((C1*A1)+(C2*A2)+(CN*AN))/A$$

COMPOSITE C = .80

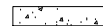


LEGEND:

STANDARD DUTY ASPHALT



CONCRETE SIDEWALK



LANDSCAPING



0 60 120



SCALE 1" = 60'



Nasland

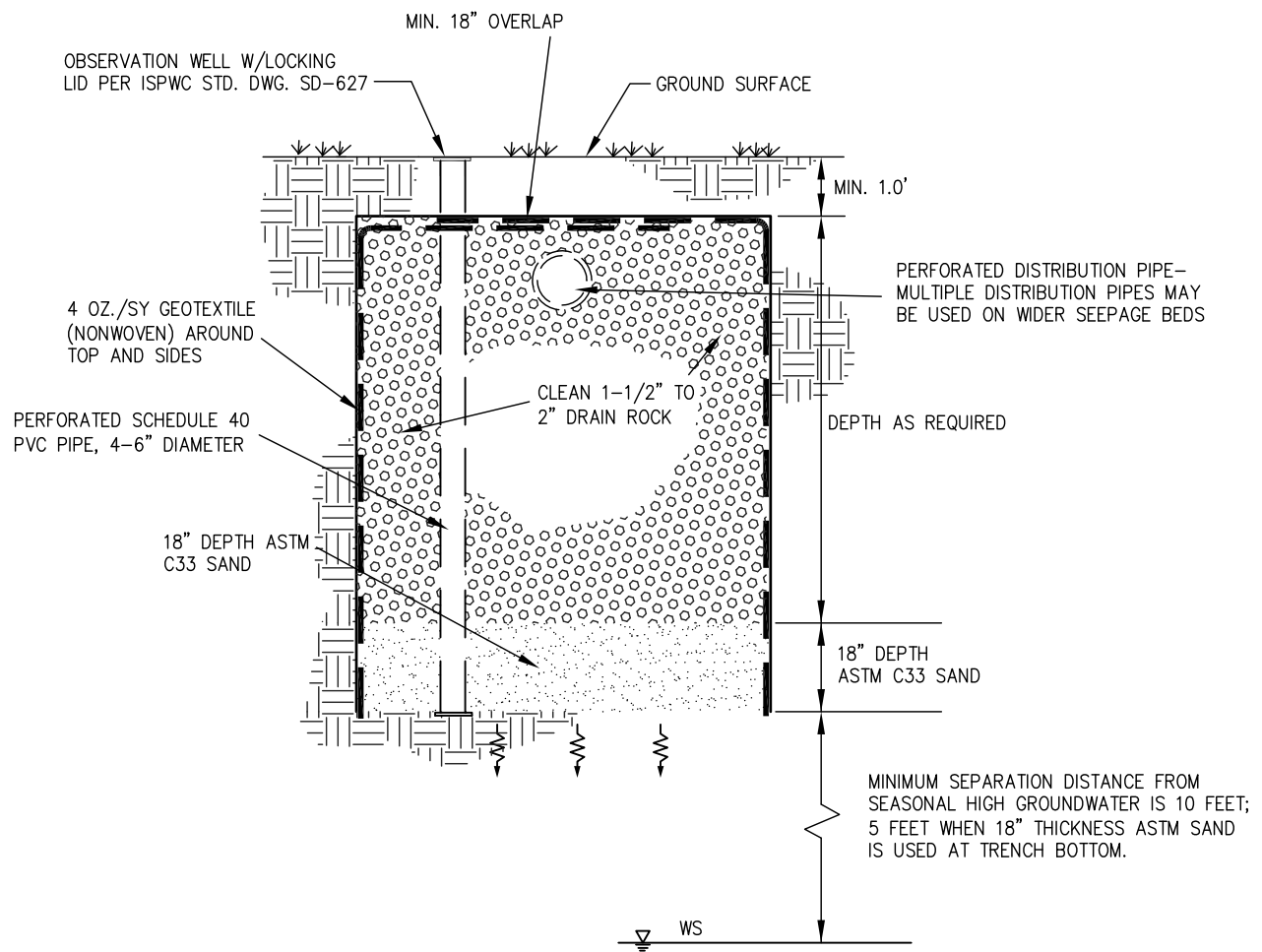
910 Main Street, Ste. 314 T (208) 918-4859
Boise, ID 83702 nasland.com

Civil Engineering Consulting Land Planning

CAROLYN'S CIRCLE SUBDIVISION

DRAINAGE BASIN MAP

APPENDIX B – SEEPAGE BED BMP



SECTION NTS

NOTES:

1. For areas where trench sidewall infiltration is greater than 8"/hr., sidewalls shall be installed with an impermeable liner.

FIGURE 3.13 SEEPAGE BED (SHEET 1 OF 2)

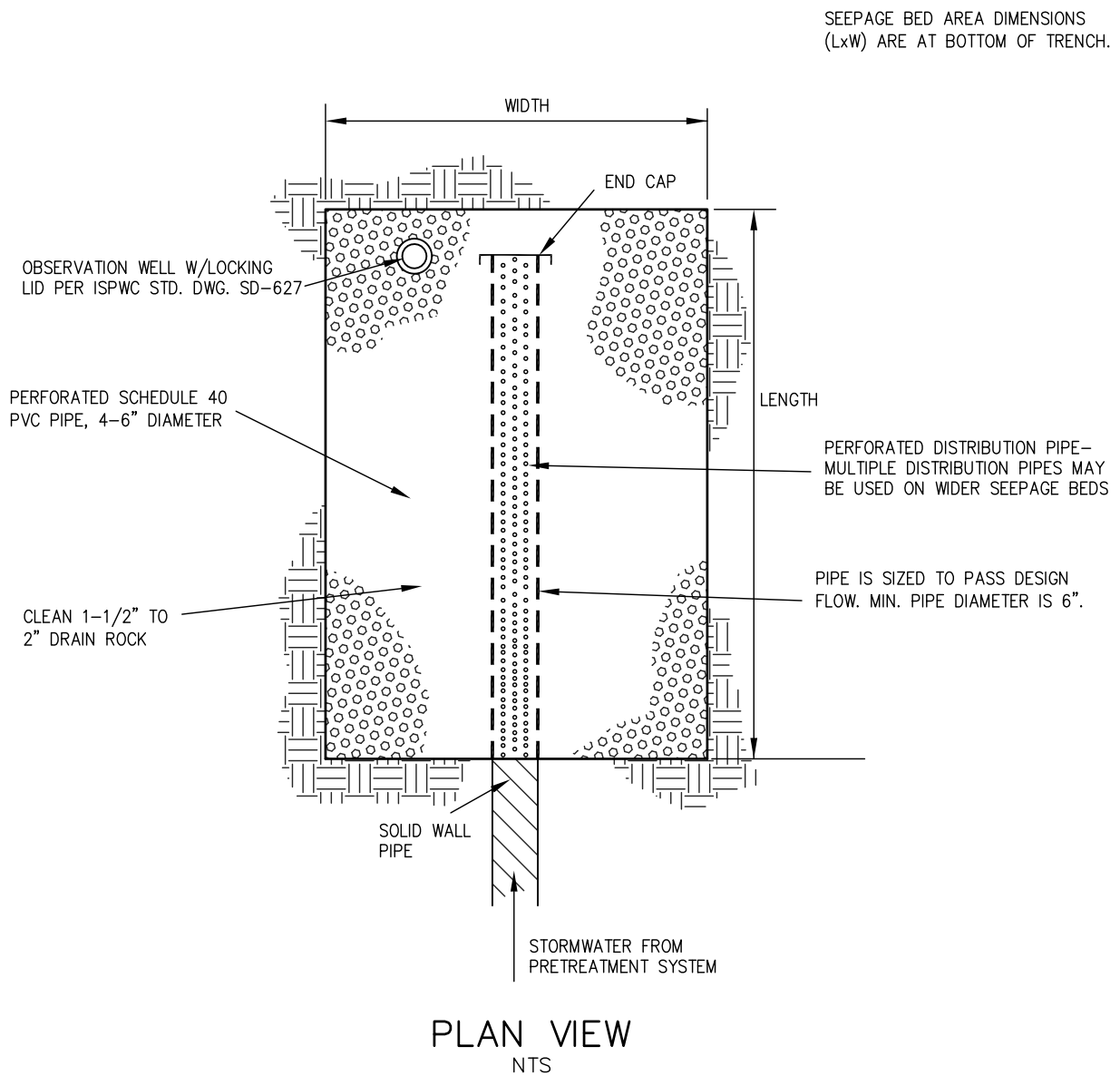


FIGURE 3.13 SEEPAGE BED (SHEET 2 OF 2)

Over time, sediments entrained in stormwater will accumulate in the bottom of the basin. Eventually the sediment will limit the permeability of the basin bottom. Facility operators must remove accumulated sediment from the basin if sediment levels reach the depth identified in the basin's O&M plan or if accumulated sediment results in inadequate infiltration rates.

The presence of unusual or unpleasant odors is indicative of inappropriate materials that have been carried into the basin by stormwater flows or are the result of decaying vegetation or other non-stormwater related organic matter. Locate and remove the source of the odor.

A seepage bed (Figure 3.13) receives runoff in a shallow excavated trench that has been backfilled with stone to form a below-grade reservoir. They are typically located beneath landscaped or parking areas and shall drain within 48 hours after a storm event.

Seepage beds are prohibited in the following situations:

- where contamination exists in soil and/or ground water
- where there is fill material and the possibility of creating an unstable grade and potential for movement at the interface between the fill and in-situ soils

Additional pretreatment and spill control for seepage beds located at land uses that have a potential for high pollutant loads may be required. See Section 2.5.C for additional information.

Boise City may prohibit seepage bed use depending on the site's vadose zone characteristics and depth to groundwater. Final determination of seepage bed use is determined by evaluating the natural, unaltered characteristics of the proposed location for the system.

Setbacks and separation distances for seepage beds are the same as those listed in Section 3.2.E (for all infiltration facilities). Additional setbacks and separation distances required for seepage beds include:

- Seepage beds must be separated a minimum of 10' from ground water (vertical distance from bottom of facility to seasonal high ground water level). This separation distance may be reduced to a minimum of 5' when a sand filter pretreatment system or equivalent is installed to treat the design storm volume.
- A test boring shall be drilled to a sufficient depth to verify a 10' (or 5' when a sand filter pretreatment system or equivalent is used) separation distance between the proposed bottom of the facility and seasonal high ground water table.
- Each seepage bed facility shall have at least one test boring, unless prior approval is obtained from the Public Works Department.
- Seepage beds must be separated 10' from structure foundations. A structural engineer may approve seepage bed setbacks from structures that are less than 10'.
- Seepage beds must be set back a minimum of 20' from structures with basements unless a different or lesser separation distance is allowed by a geotechnical and structural engineer.

3.2.E.3 Seepage Beds

Setbacks and Separation Distances

Design

Design requirements specific for seepage beds include the following:

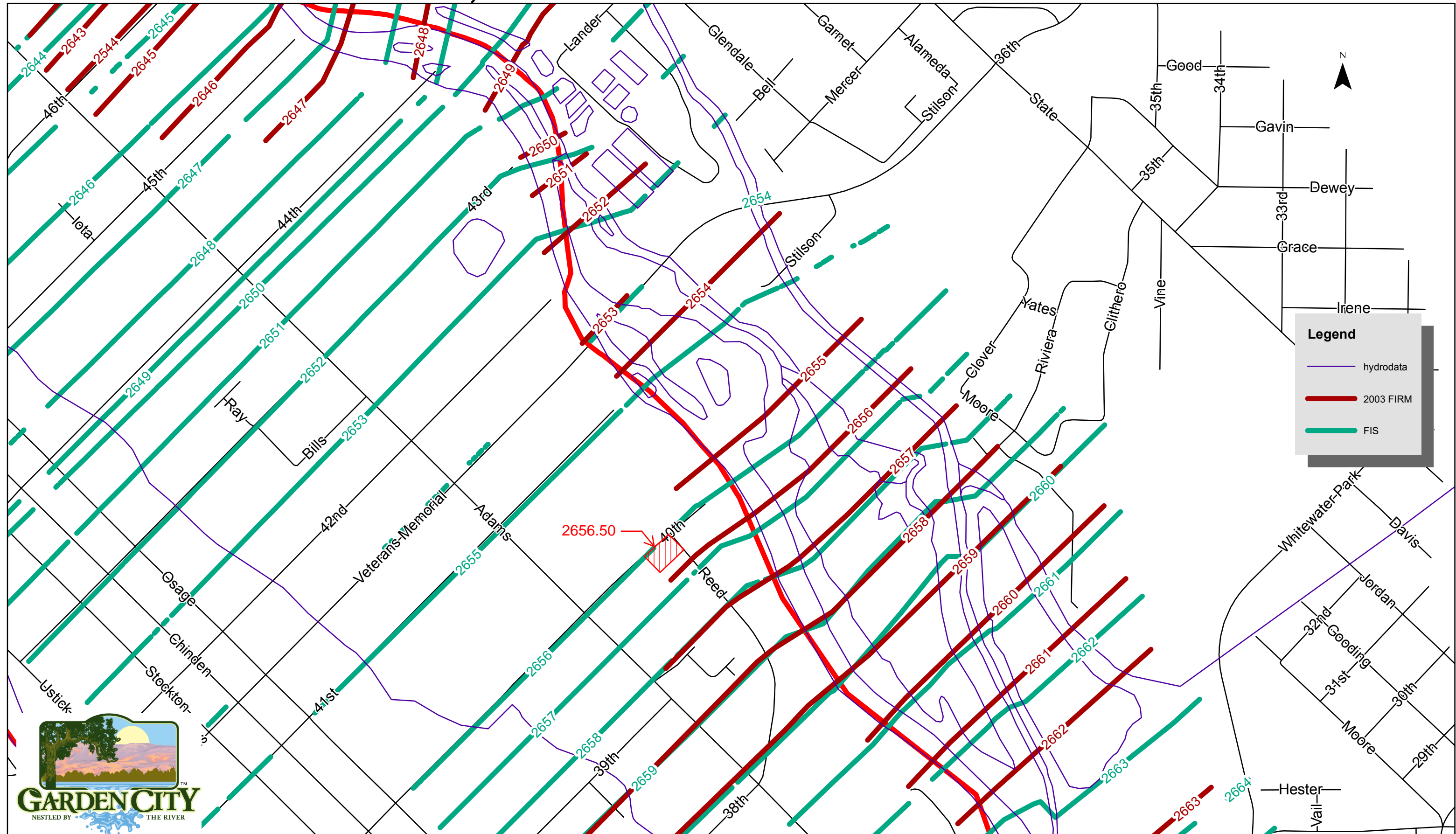
- Seepage beds should be designed to provide a direct method for removal of contaminants and sediments before direct discharge into the vadose zone.
- A stone aggregate of clean, washed drain rock, 1.5" - 2" in diameter should be used to provide the required void ratio of 30% - 40%. A different size aggregate may be used if the required void ratio (e.g., 30% - 40%) is certified by an independent testing laboratory.
- The bottom of the seepage bed shall be covered with an 18" layer of ASTM C-33 sand (or equivalent) in conjunction with a reduced separation distance to the seasonal high ground water.
- The seepage bed aggregate must be lined on the sides by an appropriate geotextile fabric. If the trench is an open trench, it should also be lined at the top and the bottom. The fabric layer should be located 1' below the surface to prevent surface sediment from passing through into the stone aggregate. At the discretion of the designer, filter fabric may be placed on the bottom of the trench and should have: a minimum weight of at least 4 oz. /yd², a filtration rate of at least 0.08"/second, and an equivalent opening size of 30 for non-woven fabric.
- Seepage beds located at sites with infiltration rates greater than 8" per hour have the potential for stormwater treatment bypass. The seepage bed facilities located at these sites are required to have either upfront pretreatment equivalent to sand filtration or the sides of the seepage bed are to be wrapped with impermeable fabric or with a permeable barrier equivalent to sand filtration.
- Seepage beds must have observation wells. Wells shall be placed every 2000 ft² unless otherwise recommended in the geotechnical report. The observation well should be a perforated schedule 40 PVC pipe, 4" - 6" in diameter, extending to the bottom of the bed where it is connected to a footplate. The observation well should be capped and locked to prevent vandalism or tampering (see Figure 3.13).
- Seepage beds should be located for easy access by maintenance equipment. If located in a landscaped area, the seepage bed should be covered with native soils and planted in grass or, if the seepage bed is an open trench, it must be covered with stone aggregate and protected from sediment build-up with a grass buffer strip 20'-25' wide on all sides of the bed.

Operation and Maintenance

When ponding occurs at the ground surface or in the bed, corrective maintenance is required. Ponding indicates that the seepage bed or the distribution pipe is clogged. A field investigation may be warranted to determine the cause of seepage bed clogging. The owner is required to repair, replace, or reconstruct the seepage bed if it fails to operate as designed. A system fails to operate as designed when water is standing 48 hours or longer following the design storm, with risk of off site discharge. The maintenance and operation schedule for an infiltration system shall include such a provision when system failure occurs. The owner is required to notify City if the owner plans to close or replace the infiltration system.

APPENDIX C – FEMA MAPS

Exhibit A: June 19, 2020 FIRM- FIS- BASE FLOOD ELEVATION



NATURAL HAZARD AND RESOURCE ANALYSIS

Carolyn's Circle Subdivision

3981 N. Reed Street & 415 E 40th Street
Garden City, ID 83714

Prepared for:

Reed Street Development II, LLC

250 W Bobwhite Court, Ste. 325
Boise, ID 83706



Prepared by:

Nasland Engineering

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(208) 593-4676

April 10, 2023

INTRODUCTION

This report will be divided into the following categories:

- Groundwater and Soils
- Floodplain
- Surface Waters
- Notable Vegetation
- Fish & Wildlife
- Existing City Infrastructure
- Site Grading and Drainage

A general discussion of each category follows.

GROUNDWATER AND SOILS

The existing properties of 3981 N Reed St and 415 E 40th St, Garden City, ID are very similar to the adjacent properties as well as much of Garden City. For the remainder of the report, these two properties will be referred to as the site. Groundwater for this site is anticipated to be approximately 5' below ground surface. Typical soils for the site and the surrounding area are classified as sandy silts, silty sands and poorly graded sands. Infiltration rates for these soils are expected to be greater than 8" per hour.

The Boise River flows parallel to the site approximately 400 feet to the northeast along N Reed Street. Between the Boise River and the site are existing residential units as well as the Boise River Greenbelt.

FLOODPLAIN

The site is located in the 100-year floodplain or the 1% flood zone. A floodplain application will be required for development.

Current FEMA studies have placed Garden City in a Seclusion area, which entails the current area's FEMA maps require additional studies to determine revised flood levels. Because of the seclusion, all land developments must be aware of impacts of "predicted" flooding impacts separate from the current effective maps. Failure to do so could result in large annual mandatory flood insurance cost to the homeowner if buildings are placed below the future Base Flood Elevation (BFE). Based on the current FIS maps adopted by Garden City in Resolution no. 1083-20, the anticipated BFE of all buildings should be 2656.50. The base floor of all buildings should be constructed to an elevation of 2' above the BFE.

SURFACE WATERS

The Boise River is located approximately 400 feet away from the site. The development of this project will not interfere with any existing irrigation system or surface waters.

NOTABLE VEGETATION

The existing site is currently developed consisting of 2 single family residential homes. There are no significant trees in good condition located on the site. Refer to landscape plan for additional information. The existing vegetation on the site is not considered as an asset to the surrounding area.

FISH AND WILDLIFE

The existing site is currently developed consisting of 2 single family residential homes and surrounded by existing single and multifamily residential buildings. Based on the location of this site and the surrounding properties, it is unlikely that any wildlife will be effected adversely by the development of this project.

EXISTING CITY INFRASTRUCTURE

Infrastructure and public services currently available and of interest to the site consists of the following.

- Potable Water
- Fire suppression water
- Irrigation water
- Sanitary sewer
- Storm drainage facilities
- Public utilities
- Police, fire and emergency services
- Public schools
- Libraries
- Refuse collection
- Mail service

All of the listed facilities are currently accessible to the site with the exception of public storm drainage facilities.

Water

City Water is currently available in Reed Street and along E 40th street. System will be looped to connect to both streets.

Sanitary Sewer

Sanitary Sewer is available in both Reed Street and In E 40th Street. Sewer will be connected to E 40th Street. Preliminary depth analysis indicates gravity connection to sewer system will be feasible.

Site Grading And Drainage

The Site will be graded to direct water to multiple seepage beds proceeded by sand and grease traps by a combination of sheet flow and valley gutters to direct water towards grated inlets and an underground storm drain system.

Storm Sewer

There is no public storm sewer located on adjacent streets.

Public Utilities

All necessary public utilities are accessible and available to the site.

Police, Fire and Emergency Services

Emergency services are currently provided to the existing residential properties located on the site and will continue after development. The area is already patrolled by existing services.

Public Schools

Public schools are readily available in the surrounding area as a part of the Boise School District.

Library

Garden city public library is located 3.2 miles away and accessible by either car or the Boise River Greenbelt.

Refuse Collection

Collection of trash and recycling is available to residents.

Mail Service

Mail delivery is available to the area.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CAROLYN CIRCLE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAROLYN CIRCLE ("Declaration") is made effective as of _____, by REED STREET DEVELOPMENT II LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: RECITALS

1.1 Declarant is the owner of all of the real property located in the County of Ada, State of Idaho as legally described in the attached **Exhibit A** ("Property").

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to a Tract (defined below). The Restrictions are designed to preserve the Property's value, desirability, and attractiveness; to ensure a well-integrated, high-quality development; and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Declarant declares the Property will be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property, and with each estate therein, and will be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;

B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and

C. shall inure to the benefit of, and be binding upon, Declarant, Declarant's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Declarant, by any Owner, or

such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration will be construed as to prevent or limit Declarant's right to complete development of the Property and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, nor Declarant's right to post signs incidental to construction, sales, or leasing, nor Declarant's right to modify plans for the Property, nor Declarant's right to annex adjacent lands into the Property all in accordance with any necessary approvals of the City.

ARTICLE III: DEFINITIONS

3.1 "Architectural Committee" will mean the committee created by Declarant or an Association pursuant to Article X hereof.

3.2 "Articles" will mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.3 "Assessments" will mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments of any Association as further defined in this Declaration.

3.4 "Association" will mean the Idaho profit or non-profit corporation, and its successors and assigns, established by Declarant to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Declarant will have the power, in its discretion, to name the Association the "Carolyn Circle Homeowners Association", or any similar name which fairly reflects its purpose.

3.5 "Association Rules" will mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

3.6 "Board" will mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.7 "Building Lot" will mean one or more lots held by an Owner within a Tract as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

3.8 "Bylaws" will mean the Bylaws of the Association.

3.9 "Declaration" will mean this Declaration as it may be amended from time to time.

3.10 "Design Guidelines" will mean the construction guidelines approved by the Architectural Committee.

3.11 “Declarant” will mean Reed Street Development II LLC, an Idaho limited liability company, and its successors in interest, or affiliates of the Declarant, or any person or entity to whom the rights under this Declaration are expressly transferred by Declarant or its successor. An “affiliate” will mean any entity with some form of common ownership interest with the Declarant or partners of the Declarant.

3.12 “Improvement” will mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

3.13 “Landscape Easements” will mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration. This Landscape Easement is in addition to the general landscape easement described in Sections 5 and 12.7 of this Declaration.

3.14 “Limited Assessment” will mean a charge against a particular Owner and such Owners Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.15 “Common Area” will mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire community and each Owner therein, and will include, without limitation, all such parcels that are designated as shared driveways, common open spaces, common landscaped areas, and waterways. The Common Area may be established from time to time by Declarant on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration and includes the following lots: Lot 12, Block 1; The Common Area may include easement and/or license rights.

3.16 “Member” will mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it will also mean persons or entities holding membership.

3.17 “Owner” will mean the person or other legal entity, including Declarant, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.18 “Carolyn Circle” will mean the Property.

3.19 “Person” will mean any individual, partnership, corporation, or other legal entity.

3.20 “Plat” will mean any plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.21 “Property” will mean, except as otherwise provided in this paragraph, the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise. The Property also may include, at Declarant’s sole discretion, such additional property in addition to that described in Exhibit A as may be annexed by means of Supplemental Declaration as provided in Article XIII, below.

3.22 “Regular Assessment” will mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

3.23 “Special Assessment” will mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.24 “Supplemental Declaration” will mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property and the tract phases that will be developed.

3.25 “Tract” will mean a defined portion of the Property within which the contemplated development involves a common use or compatible uses, and which may have been designated as a Tract by this Declaration or a recorded Supplemental Declaration. Each Tract will contain one or more Building Lots and may be managed to the extent permitted herein.

3.26 “Waterway” will mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration. There is no rental cap.

4.1.1 Use and Size of Dwelling Structure. Building Lots will be used for single-family & multi-family residential purposes including a home business that requires no foot traffic or additional parking, unless the Board approves otherwise. No Building

Lot will be improved except in accordance with the character of the Community. The minimum structure size in Carolyn Circle will be Six Hundred and Eight (608) square feet exclusive of garages, porches and patios.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement will be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. Owners/Builders will submit two

(2) sets of plans to Declarant prior to the start of construction for review, including a plat plan, floor plan and all elevations. These plans will be held for thirty (30) days after completion of the project. In addition, Owners/Builders will submit paint chips, brick, stone or stucco colors consistent with the Earth Tone Color Chart, for review and approval by the Architectural Committee prior to their application. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural shingles roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design will apply only to the exterior appearance of the Improvements. Except exterior paint colors need not be approved so long as they conform with the earth tones set forth in an attachment to this Declaration and the subject owner has received approval from neighbors to the right and left of the parcel, if any. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures) will be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Declarant or applicable Architectural Committee, whichever is more restrictive.

4.1.4 Roofing. Roofs will have at least Class A roof covering, Class A roof assembly or an *approved noncombustible* roof covering. Installation of solar panels or solar collectors on the rooftop of any property or structure is permitted; provided however, that the Association may determine the specific location where solar panels or solar collectors may be installed on the roof as long as installation is permitted within an orientation to the south or within forty-five (45) degrees east or west of due south. The Association may adopt reasonable rules for the installation of solar panels or solar collectors consistent with an applicable building code or to require that panels or

collectors be parallel to a roof line, conform to the slope of the roof, and that any frame, support bracket, or visible piping or wiring be painted to coordinate with the roofing material.

4.1.5 Driveways/Sidewalks. All access driveways and sidewalks will have a wearing surface approved by the Architectural Committee of concrete, or other hard surface materials, and will be properly graded to assure proper drainage. Asphalt driveways will not be allowed. All driveways and sidewalks must have curved lines, stamped patterns or other decorative design.

4.1.6 Mailboxes. Mailboxes will be maintained in one common area in the community. There will be no individual mailboxes allowed.

4.1.7 Fencing. Fence designs will not extend into any common green space within the community. All fencing and boundary walls constructed on any Building Lot will be of wrought iron material and of compatible style to that of other fencing constructed adjacent to or abutting Common Areas, public streets, and will otherwise be as approved by the Architectural Committee. No spears or sharp features that could injure wildlife will be allowed. Fencing will not extend higher than six (6) feet above the finished grade surface of the Building Lot or extend past the front setback of the home. All fencing must meet the setback requirements of City ordinance. Certain entryway, corner and view lots must match common area fencing.

4.1.8 Lighting. Fixtures, standards, and all exposed accessories will be harmonious with building design and will be as approved by the applicable Architectural Committee. Lighting will be restrained in design, and excessive brightness will be avoided. Additionally, the following Design Guidelines will apply: no exterior lighting fixtures are allowed. Landscape lighting is encouraged. Under eave soffits along the front elevation will have a minimum of three (3) can lights with photosensitive or timer switch. Dark sky lighting is required and defined as follows

- Lighting should be limited in the residence areas and should not cause glare or spill onto neighboring lots. No spotlights or similar are permitted and lumens should be limited to 1,200 or less.
- Recessed down-lights should be encouraged at residence entries and patios
- Surface-mounted light fixtures should have shielded light sources with bulbs not directly visible.
- The use of wall or eve-mounted floodlights, including motion-sensor lights, is prohibited
- Landscape lighting will be shielded from view and controlled by an electric clock or photocell
- Skylights can provide objectionable light spillage and glare in the night sky. Interior lighting near skylights should be shielded and skylights should be screened from adjacent properties.

- Holiday lighting is excluded from regulation

4.1.9. Private Road. Private road will be maintained in one common area in the community.

4.2 Antennae. No exterior radio antenna, television antenna or other antenna of any type will be erected or maintained on the property unless it is approved by the Architectural Committee of the Association per Article X and located or screened in a manner acceptable to said Architectural Committee. No satellite dishes will be allowed on the Property; provided, however, that small dishes of approximately three (3) feet or less diameter may be placed in an appropriate portion of a Lot not visible from the street if allowed by the Architectural Committee, and subject to all terms and conditions, including screening, which may be imposed in the sole discretion of the Architectural Committee.

4.3 Flagpoles. No standalone flagpole will be erected or maintained on any Building Lot; provided, however, that a single flagpole not exceeding six (6) feet in length may be mounted on the first level exterior walls of any structure. Any such flagpole may be used for the display of no more than one flag of no more than fifteen square feet, and will not be used for the display of any type of sign or any other purpose. This paragraph will not prevent the Declarant or Association from erecting flagpoles upon any Common Area as approved by the Architectural Committee.

4.4 Insurance Rates. Nothing will be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor will anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.5 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws.

4.6 Signs. No sign of any kind will be displayed to the public view without the approval of the applicable Architectural Committee or Association, and the City if otherwise so required, except:

(A) such signs as may be used by Declarant and Declarant's agents in connection with the development of the Property; the sale of Building Lots and general promotion of the project. Such signs may be installed in the Common Areas at the discretion of the Declarant;

(B) temporary signs naming the contractors, the architect, and the lending institution for particular construction operation;

(C) such signs identifying buildings, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on

or from the Common Area;

(D) one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Declarant on or from a Building Lot advertising the residence for sale. No such sign will be placed on Common Areas or on the rear portion of any Lot being sold. No signage of any kind will be allowed on the Common Areas; on any Lot or on any adjacent public rights of way advertising property for rent or lease. This will include banners, flags, yard signs or signs visible through the windows of the building; and

(E) One 36" by 24" sign installed in the Common Area by Declarant containing a listing of currently available homes for sale in the Project. All Owners may list the address of their home for sale on such sign in accordance with any applicable ACC rules or guidelines. Postings on such sign will be posted in a uniform manner and will use the font type and size approved by the ACC. Any such listing will be promptly removed within 30 days of the sale of such property.

All signage, including signage for the exceptions listed as (B)-(E), must be erected in accordance with approved community signage format. Save and excepting the foregoing, no sign will be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association. Owners who do not adhere, or whose agents and/or subcontractors do not adhere to this paragraph will be subject to a charge of \$100 per day any violative sign is displayed, plus an administrative fee equal to any applicable attorney fees and costs incurred in the enforcement or collection of such charge which charge will be a lien on all property in the community owned by the owner whose property is being advertised.

4.7 Nuisances. No rubbish or debris of any kind will be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor will be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Garden City Code, as amended from time to time, will be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, will be located, used, or placed on the Property without the prior written approval of the Association.

4.8 Site Cleaning: Owners are responsible for ensuring the Lot is kept clean in following specific manner:

4.8.1 All builders and subcontractors must operate a clean site with all debris cleaned and contained on the site. Builders and subcontractors are not to allow garbage to blow to other sites.

4.8.2 All builders and subcontractors will make the best efforts to be courteous to the current residents. No dogs or loud music allowed during any phase of the construction.

4.8.3 During the construction phase the streets must be swept clean of debris nightly.

4.8.4 During the construction phase all weeds must always be cleared from the property and properly disposed off-site.

4.8.5 Owners who do not adhere, or require their agents and/or subcontractors to adhere to the cleaning rules outlined herein will be subject to a charge equal to the cost of cleanup plus an administrative fee equal to 25% of the clean up cost and any applicable attorney fees and costs incurred in the enforcement or collection of such charge.

4.8.6 Each building site must have a portable toilet supplied by the Builder. This portable toilet must be available at the start of construction and removed immediately after construction is completed.

4.8.7 The Board of Directors and/or Architectural Committee has the authority to grant variances to this subsection.

Exterior Maintenance: Owner's Obligations. No Improvement will be permitted to fall into disrepair, and each Improvement will at all times be kept in good condition and repair. In the event that any Owner will permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property of facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, will have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner will promptly reimburse the Association for the cost thereof. Such cost will be a limited Assessment and will create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner of the offending property will be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner will pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner will have the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.9 Drainage. The Property was designed with a private drainage system (the "Drainage System"). All construction will utilize the Drainage System which will be maintained by the Association in accordance with the O & M Manual (defined below), now or as hereinafter

amended. No roofing, whether a residence or accessory structure, will drain onto the surface in a manner that allows the water to escape this drainage system. Although the Association will maintain the drainage system, damage caused a Building Lot owner or its assignee will be repaired at the expense of such Building Lot owner. There will be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property.

4.10 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code will maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of the Ada County Highway District, the Association, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements will be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable.

4.11 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, will be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the reasonable requirements, standards, and recommendations of the Board of the Association and all governmental authorities having jurisdiction. Declarant or affiliates of Declarant may use the water supply as deemed necessary for temporary or other irrigation purposes.

4.12 No Hazardous Activities. No activities will be conducted on the Property, and improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.13 Unsightly Articles. No unsightly articles will be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash will be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics will be hung, dried, or aired in such a way as to be visible to other property, and no equipment, treat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash will be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures will be used for the storage of building materials.

4.14 No Temporary Structures. No house trailer, mobile home, tent (other than for short-term individual use which will not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure will be placed upon any portion of

the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established for the Property.

4.15 No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepared and unsightly vehicles, or similar equipment will be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors will remain closed at all times.

4.16 Sewage Disposal Systems. No individual sewage disposal system will be used on the Property. Each Owner will connect the appropriate facilities on such Owner's Building Lot to the Garden City Sewer System and pay all charges assessed therefore.

4.17 No Mining or Drilling. No portion of the Property will be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph will not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.18 Energy Devices. Outside. The use of solar energy will be allowed. Solar installations will be designed to be integral with the construction on-site and will be submitted and approved by the Architectural Committee prior to installation. No generators of any kind will be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph will not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.19 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, will be subject to all Association Rules, which may prohibit or limit the use thereof within Carolyn Circle. No on-street parking will be permitted except where expressly designated for parking use. No parking bays will be permitted in any side, front, or backyard. Vehicles parked on a driveway will not extend into any sidewalk or bike path or pedestrian path. Vehicles will be subject to the speed limit and other rules established by the Board.

4.20 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock will be kept on the Property . Paragraph 4.21 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs will be considered a nuisance. Each dog in Carolyn Circle will be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner will clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. No dog or cat will be allowed.

4.21 Landscaping. The Owner of any Building Lot will sod and landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the Architectural Committee. The Owner must submit a landscaping plan for approval by the Architectural Committee. Plantings will follow Waterwise Xeric and Firewise Landscape Design principles. All landscaping will be completed and automatic sprinklers installed on the entire the entire Building Lot prior to occupancy or an amount equal to the cost of the landscaping deposited in escrow with the closing agent until the completion of the landscaping improvements.

The following restrictions apply with respect to landscaping:

A. Yard Landscaping:

Extent Required: Full yard, completed within one hundred twenty days (120) days from occupancy.

Sprinklers/Irrigation: Water all private Building Lot landscaping with automatic underground irrigation systems including a drip system for all shrubs and trees, except within approved turf areas. This automatic sprinkler system, serving the entire Building Lot, will be installed within thirty (30) days of the issuance of an occupancy permit.

Shrubbery: Front yard: 4 five-gallon plants, 8 one-gallon plants each selected from an approved list of xeric and firewise plants (list maintained by the Architectural Committee). Plants will be selected for their low water use, seasonal color and ability to blend with the natural landscape.

Trees: Low water-use deciduous trees will be planted along streets to provide shading for pedestrians.

Turf: Turf will not be used as a general ground cover. Turf areas are restricted to common areas designed for gathering, picnicking, and approved areas on private Building Lots. Turf areas will be of manageable size and shape based on appropriate uses. Low water use turf varieties will be used.

Pools/Water Features: Pools and water features are prohibited.

B. Fencing: All fencing will be vinyl fencing consistent with perimeter fence color, up to six feet (6') in height and approved in advance by the ACC Committee. The fencing will not have spear tips that will injure wildlife.

4.22 Exemption of Declarant. Nothing contained herein will limit the right of Declarant to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public

agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Declarant, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right will include, but will not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sales lease or otherwise. Declarant will have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Declarant to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant may use any structures owned by Declarant on the Property as model home complexes or real estate sales or leasing offices for lots and homes within the Development. Declarant need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Declarant or an affiliate of Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.23 Conveyances to and from Municipalities. The Board will have the power to convey any portion of the Common Area in Carolyn Circle to the City of Garden City, the County of Ada, the State of Idaho, the United States of America, or any political community thereof. The Board will also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

4.24 Commencement of Construction. Any owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Declarant, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction will be completed within six (6) months thereafter. The term "Commence of construction," as used in this paragraph, will require actual physical construction activities upon such dwelling structure upon such Building Lot. In the event such Owner will fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Declarant may, at Declarant's option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Declarant by the original purchaser, less an amount equivalent to fifteen percent (15%) thereof. In the event Declarant will exercise Declarant's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot will make, execute, and deliver to Declarant a deed reconveying said Building Lot, free and clear of all liens, which deed will be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

ARTICLE V: CAROLYN CIRCLE HOMEOWNERS' ASSOCIATION

5.1 Organization of Carolyn Circle Homeowners' Association. Carolyn Circle Homeowners' Association ("Association") will be initially organized by Declarant as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and will be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws will be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Declarant might adopt pertaining to the community.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, will be a Member of the Association and no Owner will have more than one vote per lot. Memberships in the Association will be appurtenant to the Tract, Building Lot, or other portion of the Property owned by such Owner. The memberships in the Association will not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer will be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association will be carried out by Members who will cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Declarant. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Declarant, owns. When more than one person holds an interest in any Building Lot, all such persons will be Members but will share the votes attributable to the Building Lot. For voting purposes, the Association will have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Declarant will be known as Class A Members. Each Class Member will be entitled to cast one (1) vote for each Unit owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Declarant will be known as the Class B Member and will be entitled to two (2) votes for each Building Lot of which Declarant is the Owner. The Class B Member will cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equals or exceeds the total votes of the Class B Members.

Fractional votes will not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes will be cast, they will lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot

to a new Owner will operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association will be conducted and managed by the Board and such owners as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association will be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association will have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association will have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Declaration's other assets (including water rights when and if received from Declarant) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board will be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including, but not limited to, the use of shared driveways and other common area improvements by the Owners, their families, invitees, licensees, lessees, or

contract purchasers; provided, however, that any Association Rules will apply equally to all Owners and will not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, will be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules will have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules will be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry will be made with as little inconvenience to the Owner as practicable, and any damage caused thereby will be repaired by the Association.

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other. purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

5.5.1.6.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and,

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting common areas, shared driveways, public streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

5.5.1.6.4 The public bicycle and pedestrian access easement connecting Reed Street to the property located to the south of the Property, and which must be paved and connected to the rear property

line to allow for future connectivity. Should a property connect to the public bicycle and pedestrian access easement, the Association will maintain and repair such access easement throughout the Property.

The right to grant such licenses, easements, and rights-of-way is hereby expressly Reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Declarant who are in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, will have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, landscaping, and management of, the Common Area and Landscape Easement and other easement areas on the Property (as defined in Section 3.13), including the repair and replacement of property damaged or destroyed by casualty loss. Such properties may include those lands intended for open space uses and which may be referred to as “non-buildable” lots per the Plat. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing in the community. The Association will establish rules and regulations regarding the Owners use of the Common Area improvements.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account will be dedicated to the costs of repair, replacement, maintenance and improvement of the Carolyn Circle Common Area, and enforcement of the terms of the Conservation Agreement as defined below.

5.5.2.3 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the community, the Association, and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association will pay all other federal, state, or local taxes, including income or corporate taxes

levied against the Association, in the event that the Association is denied the status of a tax-exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the community all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association will maintain, repair, and operate any sewer lift stations located on the Property.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, the following policies of insurance:

5.5.2.6.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Declarant, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage will be as follows:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

5.5.2.6.4 Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board will deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of

any Association funds or other property.

5.5.2.6.5 The Association will be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies and will have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.5.2.6.6 Insurance premiums for the above insurance coverage will be deemed a common expense to be included in the Regular Assessments levied by the Association.

5.5.2.6.7 Owners (and Lessee's as applicable) will maintain separate homeowner's insurance to cover, at minimum, all deductibles and other liabilities arising from their Membership and as an Owner of a Building Lot.

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

5.5.2.7 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board will deem advisable, including the institution of fines for violations of the Declaration and which will be deemed an additional assessment for which a lien may be filed.

5.5.2.8 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.9 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.5.2.10 Shared Driveways, Signs, and Lights. Maintain, repair, or replace shared driveways (as noted on the Plat), street signs, and private street lights located on the Property. This duty will run with the land and cannot be

waived by the Association unless the City of Garden City consents to such waiver.

5.5.2.11 Ada County Highway District. The power and authority to perform the obligations of the Association as provided for in the Storm Drainage Facility Operations & Maintenance Manual created by Dan Lardie, PE, dated November, 2020 (the O & M Manual), now or as hereinafter amended. The power to grant the Ada County Highway District (ACHD) access to all facilities described in the O & M Manual to inspect the facilities described in the O & M Manual and to perform maintenance as necessary. In the event ACHD performs such maintenance, it will have the right to assess the cost of such maintenance against the Property within the community through liens and foreclosure as necessary. The Association will be given 90 days by ACHD to assess a special assessment to its Members before filing liens. No change will be made to this paragraph without ACHD's concurrence.

5.6 Indemnification. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Declarant, or the manager, if any, will be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural Committee, or any other committee, or any owner of the Association, or the Declarant, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct. THE ASSOCIATION AGREES TO INDEMNIFY, HOLD HARMLESS, SAVE AND DEFEND EVERY FORMER, CURRENT AND FUTURE OFFICER, DIRECTOR, AND COMMITTEE MEMBER AND ANY OTHER PARTIES REQUIRED TO BE INDEMNIFIED BY THE ASSOCIATION ("INDEMNIFIED PARTIES") AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, EXPENSES, COSTS, LIABILITIES, INJURIES, CAUSES OF ACTION OR JUDGMENTS INCLUDING ATTORNEY'S FEES AND COURT COSTS FOR BODILY INJURY OR DEATH, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO, ALL CLAIMS OR DEMANDS FOR DAMAGE TO OWNERS, THEIR RESIDENTS, TENANTS, AND/OR GUESTS, CONTRACTORS, SUBCONTRACTORS, THEIR EMPLOYEES, AGENT OR PROPERTY OWNED OR OCCASIONED, CONTRIBUTED TO OR IN ANY WAY CAUSED OR ALLEGED TO BE OCCASIONED, CONTRIBUTED TO OR IN ANY WAY CAUSED IN WHOLE OR IN PART BY TO OWNERS, THEIR RESIDENTS, TENANTS, AND/OR GUESTS, CONTRACTORS, SUBCONTRACTORS, THEIR EMPLOYEES, AGENTS OR PROPERTY OWNED, OR IN ANY WAY ARISING OUT OF, CONNECTED WITH OR INCIDENT TO THE PERFORMANCE OF THE OBLIGATIONS COVERED BY THESE DECLARATIONS, INCLUDING MISTAKE OF BUSINESS JUDGMENT AND/OR NEGLIGENCE, BY WHOMEVER PERFORMED, REGARDLESS OF WHETHER SUCH INJURY, DEATH OR DAMAGE IS CAUSED OR IS ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF ANY OFFICER, DIRECTOR, AND COMMITTEE MEMBER AND ANY OTHER PARTIES REQUIRED TO BE INDEMNIFIED BY THE ASSOCIATION.

5.7 Budgets and Financial Statements. Financial statements for the Association will be prepared regularly and copies will be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year will be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement will include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.8 Meetings of Association. Each year the Association will hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, however, that such meeting will occur no later than November 1 each year. Only Members will be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, will be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days, nor more than thirty (30) days, before the meeting and will set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings will be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member, where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, will constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member will constitute a quorum.

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner will have a right to use each parcel of the Common Area, which right will be appurtenant to and will pass with the title to every Building Lot, subject to the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to shared driveways, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules;

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to

such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area will be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded;

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as shared driveways and walkways; and

6.1.5 The right of the Association to protect wildlife habitat.

6.2 Designation of Common Area. Declarant will designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Declarant or the Association will have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public will be for a fee set by Declarant or the Association.

6.4 Damages. Each Owner will be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners will be joint and several. The cost of correcting such damage will be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the community, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and Charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, will be a charge on the land and will be a continuing first lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, will also be the personal obligation of the

Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments will not pass to such Owner's successors in title unless expressly assumed by them but will remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2 Regular Assessments. All Owners, including the Declarant, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Association will compute the amount of its Expenses on an annual basis. The Board will compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Carolyn Circle for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments will take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year will be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Declarant, for any given fiscal year will be computed as follows:

7.2.3.1 An initial assessment set up fee of \$350, plus the first six-month installment for the Regular Assessment will be collected at the time of the Building Lot closing which grants Membership.

7.2.3.2 As to the Association's Regular Assessment, each Owner will be assessed and will pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in Carolyn Circle. As of the date of this Declaration, the estimated amount of the regular

assessment is \$600.00 per year, per Lot, payable semi- annually, every six (6) months in installments of \$300.00.

7.2.3.3 Up until two (2) years following the date of the sale of a Building Lot in a particular Tract of the development, the Declarant will be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall"). Declarant agrees to pay the cost of any Shortfall in order to properly maintain Carolyn Circle during the development stage. After two (2) years from the date of the first sale of a Building Lot, Declarant will be assessed the Regular Assessment (defined in paragraph 3.1) for each Building Lot remaining in the respective Tract. This reduced assessment is in return for the Declarant paying the maintenance obligations for the Common Area prior to the acceptance of these obligations by the Association.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board of an Association will determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof will determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which will be computed in the same manner as Regular Assessments. No Special Assessment will be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for an Association will be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of the governing instruments for Carolyn Circle.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments will be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period will commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment will be pro-rated according to the number of months remaining in the fiscal year and will be payable at the time of the Lot closing.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of Regular and Special Assessments will be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for the semi-annual payment of Regular Assessments and Special Assessments will be the first day of January and the first day of July, unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment will become delinquent if not paid within ten (10) days after the levy thereof. There will accrue with each delinquent payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each payment which is delinquent for more than twenty (20) days will accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, will execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the Signor will have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, will be sent to all Members of the Association and to any person in possession of a Building Lot in the applicable Tract, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association will constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings will be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting will be held more than thirty (30) days following the preceding meeting.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, will be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment will be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration will constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Ada County Recorder. Such lien will be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien will state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency will constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association will cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized

to make the sale. Such sale will be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law; a non-judicial sale may be conducted in the same manner as foreclosure of a Deed of Trust. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot will not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot will not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor will such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration will operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot will remain subject to this Declaration as amended.

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committee of an Association will be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association will prescribe. No Member or any other person will copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board will establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article IX.

9.3 Director's Rights of Inspection. Every director will have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Declarant will or the Board may appoint three (3) individuals to serve on the Architectural Committee. Each member will hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Declarant's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Declarant is the Owner of at least ten percent (10%) of the aggregate Building Lots, Declarant will have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board will have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Declarant or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee will consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time will be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board will have the power to establish Design Guidelines consistent with this Declaration, defining which types of Improvements will be submitted for Architectural Committee review and approval. The Architectural Committee will have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee will approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the

appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2Architectural Committee Rules and Fees. The Architectural Committee also may establish Design Guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee will determine the amount of such fee in a reasonable manner. Such fees will be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee will be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

Such Design Guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore will be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X will be deemed approved unless written disapproval by the Architectural Committee will have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee will have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee will approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations

indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.4 Meetings of the Architectural Committee. The Architectural Committee will meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, will constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, will not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee will receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work. Inspection of work and correction of defects therein will proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Article X, the Owner will give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and will require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner will have failed to remedy such noncompliance, the Architectural Committee will notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws,

the Board will determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner will remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner will reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board will levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the work will be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, will be liable to any Association, or to any Owner or Grantee for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee will review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee will take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but will not be responsible for reviewing, nor will its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and will become effective upon recordation in the office of the county Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance will not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor will it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or

requirements imposed by any governmental or municipal authority.

ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 **By Grantor.** Grantor intends to develop the property described on **Exhibit A** and other nearby properties and may, in Grantor's sole discretion, deem it desirable to annex some or all of such properties to the Property covered by this Declaration. Tracts may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner or Association. The use and development of such Tracts shall conform to all applicable land use regulations, as such regulations are modified by variances.

11.2 **By Association.** In addition to the provisions concerning annexations by Declarant specified in Section 11.1 above, Tracts may be created, subject to the same conditions, by the Association upon the exercise by Members of at least two-thirds (66 2/3%) of the votes of the Association.

11.3 **Rights and Obligations of Owners of Annexed Tracts.** Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Tract all provisions contained in the Declaration will apply to the Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Tract will be treated for all purposes as a Tract as defined above. The Owners of Building Lots located in the Tracts will become members of the Association and will become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within said Tracts will be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Tracts.

11.4 **Method of Annexation.** The addition of a Tract to the Property authorized under sections 12.1 and 12.2 will be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Tract, which will be executed by Declarant or the Owner thereof and which will annex such property to the Property. Thereupon each Tract will be part of the Property, will be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and will be subject to the functions, powers, and jurisdiction of the Association established for the area encompassing such Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Declarant or the Owner thereof desirable to reflect the different character, if any, of the Tract, or as Declarant or such Owner may deem appropriate in the development of the Tract. If any Tract is created, the Association will have the authority to levy Assessments against the Owners located within such Tract, and the Association will have the duty to maintain additional Common Area located within the Tract if so specified in any Supplemental Declaration.

11.5 **De-annexation.** Declarant may delete all or a portion of the property described on

Exhibit A, including previously annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of any Association so long as Declarant is the owner of all such Tracts and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Ada County Recorder in the same manner as a Supplemental Declaration of annexation. Members other than Declarant as described above, will not be entitled to de-annex all or any portion of a Tract except on the favorable vote of seventy-five percent (75%) of all members of the Association and written approval of Declarant so long as Declarant owns any portion of the property described on **Exhibit A** or subsequently annexed Tracts.

ARTICLE XII: EASEMENTS

12.1 **Easements of Encroachment**. There will be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwilful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment will be valid only so long as they exist, and the rights and obligations of Owners will not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event will a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

12.2 **Easements of Access**. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the shared driveways and walkways. This easements will run with the land. Such easements may be used by Declarant, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a building Lot of Common Area.

12.3 **Drainage and Utility Easements**. Declarant expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration will be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are required for the development of the property. In addition, Declarant hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the property and/or a tract, as appropriate, to the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser.

12.3.1 Improvement of Drainage and Utility Easement Areas. The owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Carolyn Circle or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Building Lot and the Declarant, Association or designated entity with regard to the landscaping easement described in this Article XII, will be entitled to install and maintain landscaping on such easement areas, and also will be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement areas will be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities will be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections will have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections will be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

12.5 Driveway Easements. Whenever a driveway is installed within the Property (which in whole or in part lies upon a Building Lot owned) by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway Building Lot will be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter will be submitted to the Board which will decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf

of the prevailing Owner(s), which Assessment will be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Landscape Easement. An easement is hereby reserved to each appropriate Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity will include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association will determine to be necessary from time to time.

12.8 Overhang Easement. There will be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections will not extend beyond the save line and will be consistent with all building codes.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within Three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Declarant hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Declarant on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system will not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Declarant reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein will reserve unto Declarant the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor will Declarant take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Sewer Covenants and Restrictions. All Lots within Carolyn Circle will be subject to and restricted by the following covenants and restrictions:

12.11.1A monthly sewer charge must be paid after connecting to the Garden City public sewer system, according to the ordinances and laws of Garden City.

12.11.2 The Owner of the Building Lot will submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected to the City's sewage system and building sewer is constructed or installed on or with Owner's Lot.

12.11.3 The Declarant of this community will have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant will run with the land.

12.11.4 The Association will be responsible for the operation and maintenance of the water and sewer service lines serving each lot and any Common Areas. The Association will also be responsible for the maintenance and repair of the paver areas over the water and sewer lines serving the Common Areas and Lots.

12.12 Specific Landscape Easement. Declarant hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement will allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

12.13 Specific Easements Designated in Final Plat. Notwithstanding any provisions heretofore, the Declarant reserves, for the benefit of the Association, the specific easements for utility, drainage, irrigation and access as set forth on the recorded Final Plat for Carolyn Circle.

ARTICLE XIII: ANNEXATION OF ADDITIONAL PROPERTY

13.1 Time for Annexation; Property Subject to Annexation: Grantor and its successors and assigns hereby reserve the right to annex any abutting, adjoining or contiguous real property into the Carolyn Circle by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.

13.2 Effect of Annexation. Upon the recording of a Notice of Annexation containing the provisions set forth in this section (which Notice may be contained within a Supplemental Declaration), except as may be provided for therein, the covenants, conditions and restrictions contained in the Declaration shall will apply to the annexed property in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the Property. Thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the annexed property shall will be the same as with respect to the original Property, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of Building Lots within the annexed property shall will be the same as in the case of the original Property. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment in the manner provided in this Declaration.

13.3 Procedure for Annexation: Any of the above-described real property may be

annexed into the project by the recordation of a Notice of Annexation and/or Supplemental Declaration executed by Grantor and containing the following information:

A. A reference to this Declaration, which reference shall will state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;

B. An exact legal description of the annexed property;

C. A statement that the provisions of this Declaration shall will apply to the annexed property, except as set forth therein; and

D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

13.4 Deannexation: Grantor may delete all or a portion of the property described on Exhibit A and any annexed property from the Property and from coverage of this Declaration and the jurisdiction of the Association, so long as Grantor is the owner of all such property and provided that a Notice of Deannexation is recorded in the Office of the Ada County Recorder in the same manner as a Notice of Annexation. Members other than Grantor as described above shall will not be entitled to deannex all or any portion of the Properties except on the favorable vote of all members of the Association and approval of Grantor so long as Grantor owns any Lot, part, parcel or portion of the Properties.

ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder will be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration will run until December 31, 2040, unless amended as herein provided. After such date, such covenants, conditions, and restrictions will be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association will not be dissolved without the prior written approval of the City of Garden City and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization will agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements. Upon dissolution, individual Units and/or lots, as the case may be, will be assigned to their respective Owner.

14.2 Amendment.

14.2.1 By Declarant. Except as provided in paragraph 14.3 below, until the recordation of the first deed to Building Lot in the Property, the provisions of this

Declaration may be amended, modified, clarified, supplemented, added to (collectively, “amendment”) or terminated by Declarant by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made by Declarant by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, any amendment will be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment will be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV will require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

14.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above will be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but will not prohibit or unreasonably interfere with the allowed uses of such Owner’s property which existed prior to the said amendment.

14.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration will operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lots will remain subject to this Declaration, as amended.

14.4 Notices. Any notices permitted or required to be delivered as provided herein will be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

14.5 Enforcement and Non-Waiver.

14.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot will have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

14.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in

the Declarant, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

14.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

14.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

14.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time will not constitute a waiver of the right to enforce any such provision.

14.6 Interpretation. The provisions of this Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration will be construed and governed under the laws of the State of Idaho.

14.6.1 Restrictions Construed Together. All of the provisions hereof will be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

14.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 14.6.1, each of the provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision herein.

14.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular will include the plural and the plural singular, and the masculine, feminine, or neuter will each include the masculine, feminine, and neuter.

14.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and will not affect that which is set forth in any of the provisions hereof.

14.7 Successors and Assigns. All references herein to Declarant, Owners, any Association, or person will be construed to include all successors, assigns, partners, and authorized agents of such Declarant, Owners, Association, or person.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective as of the date first set forth above.

REED STREET DEVELOPMENT II LLC,
an Idaho limited liability company

By: Reed Street Development II LLC an
Idaho limited liability company
Its: Manager

By: Kevin Hawk
Its: Managing Member

Date: _____

By: _____
Kevin Hawk, Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

Acknowledged before me on _____, by Kevin Hawk, as Managing Member of Reed Street Development II LLC, the Idaho limited liability company that is the Managing Member of Reed Street Development II LLC, the Idaho limited liability company that is the Manager of Reed Street Development II LLC, the Idaho limited liability company that signed the within and foregoing instrument.

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Refer to civil drawing in application.

Scaled data based on original data using
LM-79-08 Approved Method: Electrical and Photometric Measurements of Solid-
State Lighting Products

Test Report Prepared for
Cooper Lighting Solutions
(formerly Eaton)

Brand: McGRAW-EDISON

Report Number: P299692

Luminaire Tested: **GLNA-AF-10-LED-E1-SL2-800-HSS**

Issue Date: 3/3/2020

Test Information

Test Method: LM-79-08
Report Number: P299692
TEST IS SCALED FROM IESNA LM-79-08 TEST DATA (P24287)
Test Lab: INNOVATION CENTER P2
Issue Date: 3/3/2020
Manufacturer: COOPER LIGHTING SOLUTIONS (FORMERLY EATON)
Product Line: MCGRAW-EDISON
Catalog Number: GLNA-AF-10-LED-E1-SL2-800-HSS
Description: GALLEONNAIRE AREA AND ROADWAY LUMINAIRE
(10) 70 CRI, 4000K CCT 800mA LIGHTSQUARE WITH 16 LEDS EACH AND Type II
w/Spill Control WITH HOUSESIDE SHEILD OPTICS
Light Source: -
Ballast/Driver: -

Summary

Lumens per Lamp: N/A
Luminaire Lumens: 35811.9 lumens
Efficiency: N/A
Efficacy: 85.5 lumens/watt
Luminous Opening: Rectangular (W 2.5' x L: 1' x H: 0')
IES Classification: Type II - Short - Semi-Cutoff
BUG Rating: B3 - U0 - G5

Input Watts (W): 419
Input Voltage (V): NR
Input Current (Ain): NR
Voltage Rise (V): NR
Power Factor: NR
Total Harmonic Distortion (THDi): NR
Frequency (hertz): 60
Stabilization Time: NR
Operation Time: NR
Ambient Temperature (°C): NR
Test Distance: 25 FT



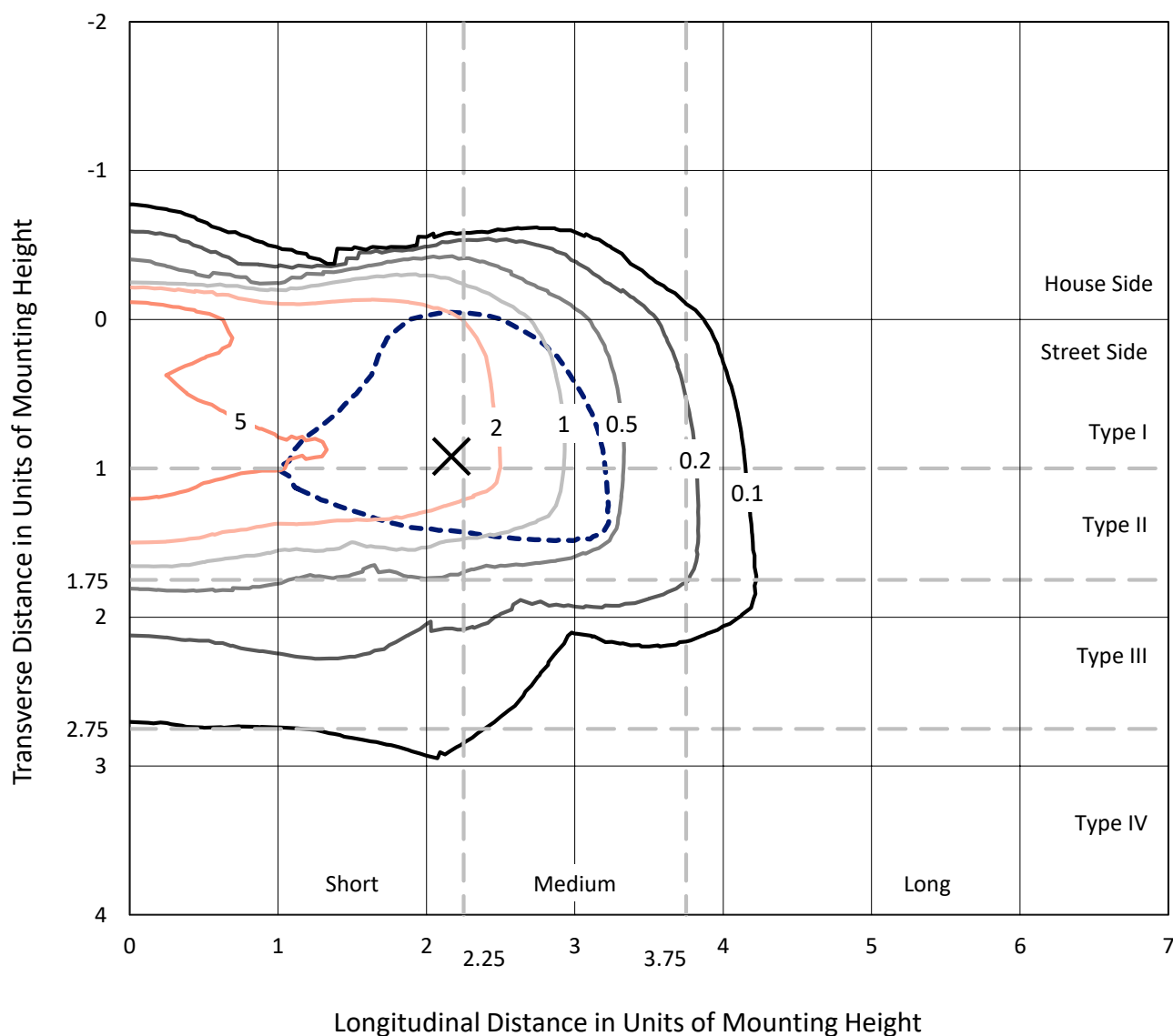
REPORT NUMBER: P299692

CATALOG NUMBER: GLNA-AF-10-LED-E1-SL2-800-HSS

Iso-Footcandle Lines of Horizontal Illumination

× Max cd

--- 1/2 Max cd

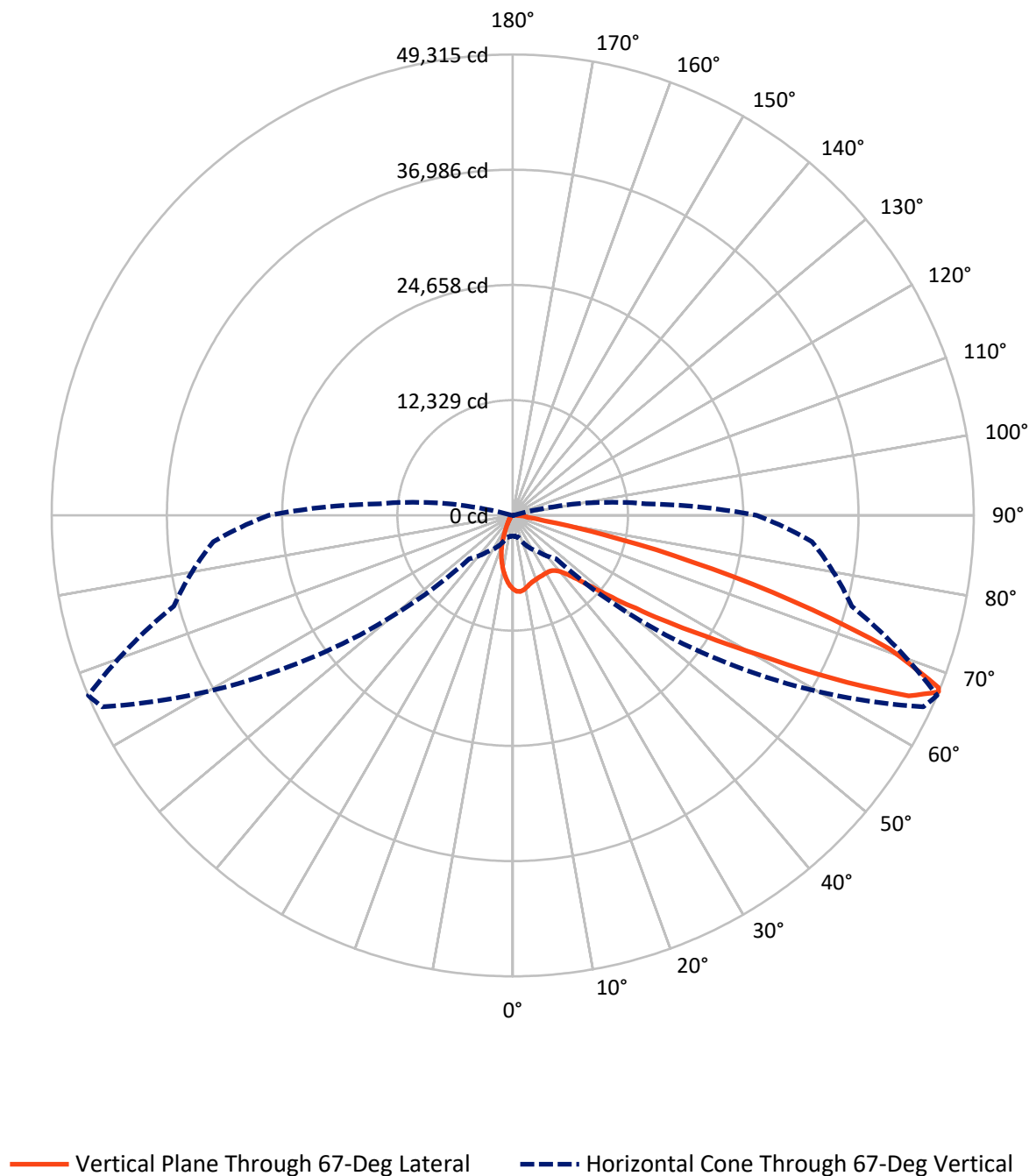


Based on 30 foot mounting height. Maximum calculated value = 8.8 fc
 Type II - Short - Semi-Cutoff

REPORT NUMBER: P299692

CATALOG NUMBER: GLNA-AF-10-LED-E1-SL2-800-HSS

Luminous Intensity Polar Plot



REPORT NUMBER: P299692

CATALOG NUMBER: GLNA-AF-10-LED-E1-SL2-800-HSS

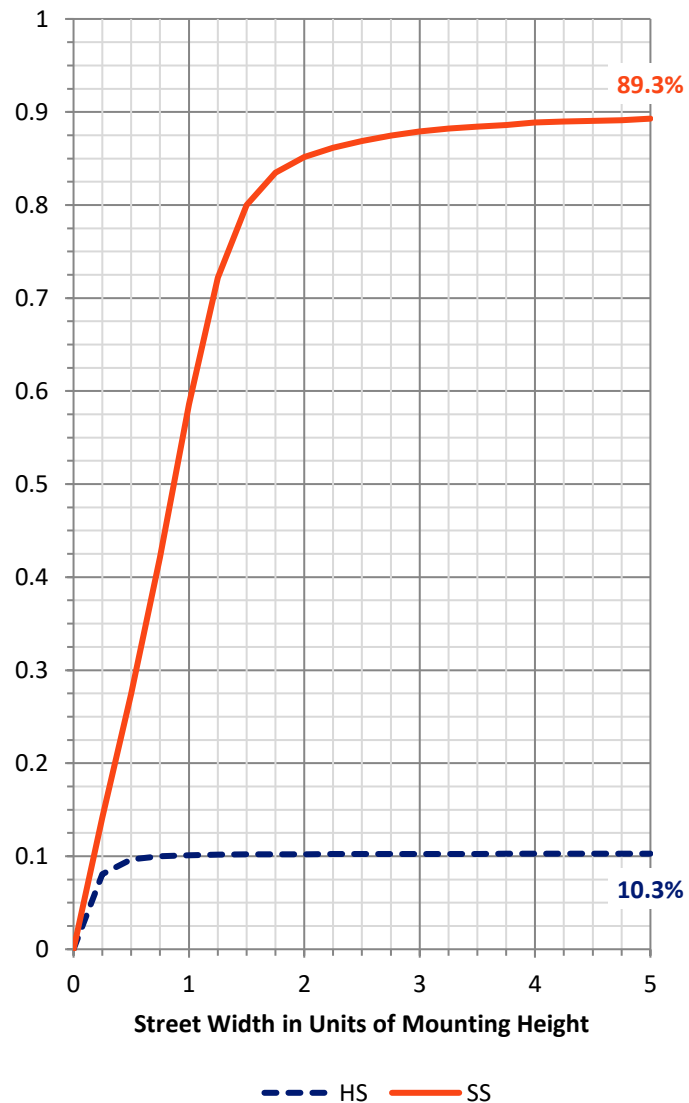
FLUX DISTRIBUTION:

		Downward	Upward	Total
House Side	Lumens	3718.3	0.0	3718.3
	% Fixture	10.4	0.0	10.4
Street Side	Lumens	32093.6	0.0	32093.6
	% Fixture	89.6	0.0	89.6
Total	Lumens	35811.9	0.0	35811.9
	% Fixture	100.0	0.0	100.0

ZONAL LUMENS:

Zone	Lumens	% Fixture
0°-10°	642.6	1.8
10°-20°	1367.8	3.8
20°-30°	1988.6	5.6
30°-40°	3102.3	8.7
40°-50°	5495.6	15.3
50°-60°	8696.3	24.3
60°-70°	9960.4	27.8
70°-80°	4131.5	11.5
80°-90°	426.8	1.2
90°-100°	0.0	0.0
100°-110°	0.0	0.0
110°-120°	0.0	0.0
120°-130°	0.0	0.0
130°-140°	0.0	0.0
140°-150°	0.0	0.0
150°-160°	0.0	0.0
160°-170°	0.0	0.0
170°-180°	0.0	0.0
0°-90°	35811.9	100.0
0°-180°	35811.9	100.0

Coefficient of Utilization



REPORT NUMBER: P299692

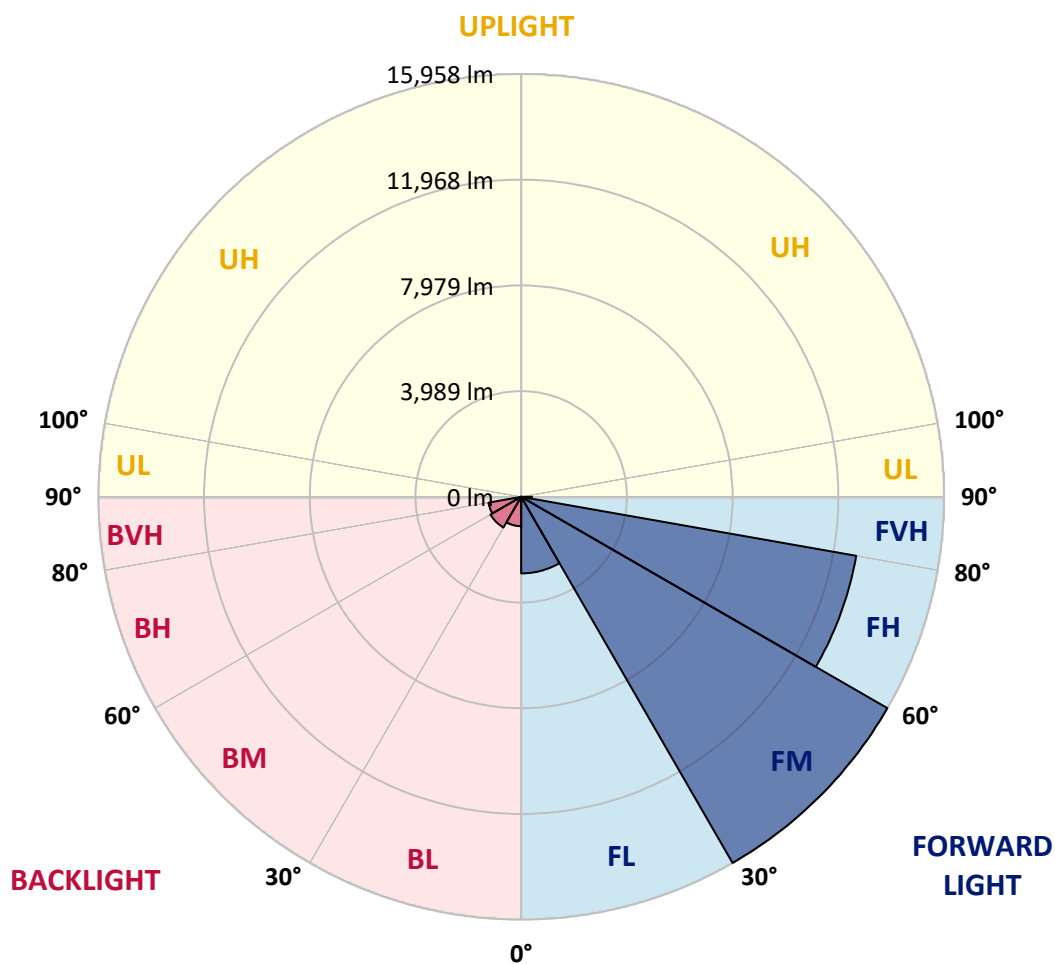
CATALOG NUMBER: GLNA-AF-10-LED-E1-SL2-800-HSS

LUMINAIRE CLASSIFICATION SYSTEM LUMEN TABLE AND BUG RATING:

Zone		Lumens	% Fixture	Zone Rating/Lumen Limit		
				B	U	G
FL	(0°-30°)	2889.5	8.1			
FM	(30°-60°)	15957.9	44.6			
FH	(60°-80°)	12838.7	35.9			G5
FVH	(80°-90°)	407.5	1.1			G3/500
BL	(0°-30°)	1109.6	3.1	B3/2500		
BM	(30°-60°)	1336.3	3.7	B2/2500		
BH	(60°-80°)	1253.2	3.5	B3/2500		G3/2500
BVH	(80°-90°)	19.2	0.1			G1/100
UL	(90°-100°)	0.0	0.0		U0/0	
UH	(100°-180°)	0.0	0.0		U0/0	

BUG Rating: B3-U0-G5

Type II Short



REPORT NUMBER: P299692

CATALOG NUMBER: GLNA-AF-10-LED-E1-SL2-800-HSS

CANDELA DISTRIBUTION (FULL):

	0°	5°	15°	25°	35°	45°	55°	65°	67°	75°	85°
0°	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8
2.5°	8165.2	8181.9	8179.8	8192.4	8221.6	8223.7	8194.5	8138.1	8125.5	8052.4	7925.0
5°	7530.2	7578.3	7607.5	7726.6	7860.2	8021.1	8142.2	8186.1	8179.8	8127.6	7935.4
7.5°	6805.4	6853.4	6886.9	7026.8	7204.4	7480.1	7795.5	8054.5	8077.5	8133.9	7927.1
10°	6322.9	6331.2	6377.2	6510.9	6696.8	6978.8	7354.7	7808.0	7877.0	8083.7	7906.2
12.5°	5926.0	5932.3	5992.8	6137.0	6335.4	6619.5	7014.3	7538.6	7645.1	8021.1	7902.0
15°	5644.0	5667.0	5721.3	5871.7	6082.7	6364.6	6769.9	7340.1	7467.5	7998.1	7939.6
17.5°	5550.0	5575.1	5591.8	5700.4	5892.6	6168.3	6584.0	7210.6	7354.7	8010.6	8012.7
20°	5648.2	5667.0	5629.4	5656.5	5775.6	6022.1	6427.3	7099.9	7271.2	8025.3	8106.7
22.5°	6013.7	6022.1	5919.7	5800.7	5779.8	5915.5	6304.1	7012.2	7196.0	8064.9	8217.4
25°	6640.4	6625.7	6458.6	6201.7	5959.4	5896.7	6231.0	6957.9	7158.4	8106.7	8332.3
27.5°	7396.5	7417.4	7187.6	6813.7	6352.1	6022.1	6220.5	6934.9	7141.7	8136.0	8432.6
30°	8315.6	8344.9	8081.7	7611.7	6949.5	6331.2	6316.6	6930.7	7131.2	8117.2	8440.9
32.5°	9253.5	9289.0	9082.2	8597.6	7747.4	6849.3	6533.8	6976.7	7152.1	8052.4	8392.9
35°	10235.2	10285.4	10147.5	9731.8	8829.5	7597.1	6916.1	7116.6	7250.3	8046.1	8344.9
37.5°	11590.9	11636.8	11377.8	10937.1	10139.2	8599.7	7530.2	7379.8	7482.2	8146.4	8357.4
40°	13615.0	13608.7	12940.3	12265.6	11578.4	9873.9	8392.9	7856.1	7908.3	8449.3	8512.0
42.5°	15820.8	15810.3	14822.3	13796.7	13176.3	11442.6	9527.1	8679.1	8643.6	9007.0	8913.0
45°	17521.1	17519.0	16712.7	15557.6	15100.1	13243.1	10993.5	9823.7	9769.4	9913.6	9652.5
47.5°	18245.9	18258.4	17853.2	17040.6	17232.8	15678.7	12842.1	11482.3	11400.8	11342.3	10945.4
50°	17681.9	17707.0	17740.4	17581.6	18797.3	18951.9	15321.5	13819.7	13780.0	13518.9	12898.5
52.5°	15839.6	15967.0	16359.7	16863.1	19340.4	22093.5	19208.8	16723.1	16510.1	16232.3	15549.2
55°	12735.6	12875.5	13621.2	14843.2	18532.0	24157.2	24656.5	20466.3	20111.2	19281.9	18296.0
57.5°	8428.4	8645.6	9727.7	11281.7	16184.2	24489.4	30091.6	25661.2	24424.6	22154.1	21042.8
60°	4643.5	4852.3	6026.3	7434.1	11689.1	22847.6	33747.0	32424.8	30239.9	25364.6	24378.7
62.5°	2859.6	2972.4	3839.3	5149.0	7010.1	18032.8	34503.2	40924.2	38394.7	29498.4	28408.0
65°	2276.8	2324.9	2748.9	4209.0	5025.7	10726.1	32061.4	47403.8	46559.9	34503.2	32015.4
67°	2210.0	2228.8	2429.3	3613.7	4737.5	6575.6	26860.2	48458.6	49315.0	37532.0	32128.2
67.5°	2224.6	2245.5	2435.6	3448.6	4729.1	6043.0	25068.0	48043.0	49125.0	37772.2	31629.0
70°	2145.2	2210.0	2788.6	3446.6	4497.2	5021.5	15012.4	41626.1	42752.0	35096.4	26837.2
72.5°	760.3	764.5	1205.3	2788.6	4889.9	5075.8	7538.6	30515.6	31349.1	26847.7	19348.8
75°	451.2	384.3	401.1	793.8	4672.7	4929.6	4348.9	19499.2	19810.4	15384.2	9798.7
77.5°	311.2	271.5	279.9	350.9	1779.7	4860.7	3454.9	10168.4	9836.3	5395.4	2086.7
80°	177.6	156.7	167.1	307.1	647.5	4534.8	3258.6	4123.3	3515.5	914.9	576.5
82.5°	94.0	79.4	96.1	252.7	451.2	2826.2	3264.8	1992.7	1579.2	309.1	392.7
85°	33.4	27.2	46.0	173.4	300.8	866.9	3026.7	1675.2	1316.0	150.4	298.7
87.5°	6.3	6.3	18.8	71.0	121.2	265.3	1790.1	994.3	666.3	89.8	204.7
90°	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

REPORT NUMBER: P299692

CATALOG NUMBER: GLNA-AF-10-LED-E1-SL2-800-HSS

CANDELA DISTRIBUTION (continued):

	90°	95°	105°	115°	125°	135°	145°	155°	165°	175°	180°
0°	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8	7897.8
2.5°	7872.8	7783.0	7661.8	7513.5	7338.0	7183.5	7068.6	6949.5	6924.5	6882.7	6876.4
5°	7820.6	7666.0	7365.2	7020.5	6652.9	6320.8	6051.3	5811.1	5704.6	5612.7	5602.2
7.5°	7743.3	7511.4	6999.6	6444.0	5869.6	5347.4	4904.6	4591.2	4303.0	4165.1	4144.2
10°	7653.5	7321.3	6588.2	5817.4	5023.6	4286.3	3628.3	3076.8	2742.6	2544.2	2519.1
12.5°	7569.9	7135.4	6168.3	5167.8	4112.9	3127.0	2281.0	1754.6	1403.7	1261.6	1244.9
15°	7530.2	6985.0	5775.6	4503.5	3160.4	1990.6	1247.0	965.0	850.2	816.7	814.6
17.5°	7526.0	6857.6	5391.3	3816.3	2214.2	1157.2	812.6	741.5	718.6	710.2	710.2
20°	7523.9	6736.5	5006.9	3104.0	1405.8	770.8	676.8	660.1	643.4	632.9	632.9
22.5°	7546.9	6627.8	4605.9	2377.1	885.7	624.6	595.3	578.6	557.7	543.1	541.0
25°	7569.9	6544.3	4196.4	1691.9	641.3	543.1	513.9	490.9	461.6	442.8	440.7
27.5°	7574.1	6439.8	3757.8	1132.1	536.8	474.2	436.6	401.1	367.6	348.8	346.7
30°	7511.4	6264.4	3271.1	764.5	474.2	411.5	361.4	323.8	292.4	277.8	277.8
32.5°	7388.2	6047.1	2736.4	576.5	421.9	353.0	298.7	263.2	242.3	236.0	233.9
35°	7277.5	5813.2	2187.0	488.8	378.1	298.7	244.4	221.4	208.9	206.8	204.7
37.5°	7212.7	5625.2	1671.1	442.8	336.3	250.7	206.8	190.1	183.8	179.6	181.7
40°	7262.8	5468.5	1234.5	405.2	294.5	208.9	175.5	167.1	160.8	158.8	158.8
42.5°	7482.2	5441.4	917.0	371.8	254.8	173.4	152.5	146.2	142.0	140.0	142.0
45°	8058.7	5608.5	712.3	340.5	215.1	146.2	129.5	127.4	125.3	125.3	125.3
47.5°	8925.5	5953.1	593.2	305.0	179.6	125.3	112.8	110.7	108.6	110.7	110.7
50°	10394.0	6584.0	530.6	269.5	148.3	106.5	96.1	96.1	96.1	96.1	98.2
52.5°	12626.9	7824.7	488.8	233.9	121.2	89.8	81.5	81.5	83.6	83.6	85.6
55°	15114.7	9470.7	451.2	198.4	102.4	75.2	66.8	68.9	71.0	73.1	73.1
57.5°	17813.5	11294.3	419.9	162.9	87.7	60.6	56.4	58.5	60.6	64.8	64.8
60°	21070.0	13268.2	373.9	127.4	73.1	48.0	43.9	48.0	54.3	58.5	60.6
62.5°	24646.0	15177.4	315.4	100.3	60.6	37.6	35.5	43.9	52.2	56.4	58.5
65°	27090.0	15776.9	242.3	81.5	46.0	27.2	29.2	39.7	50.1	56.4	56.4
67°	26099.9	14304.3	198.4	68.9	37.6	20.9	27.2	39.7	50.1	54.3	56.4
67.5°	25412.6	13727.8	190.1	66.8	35.5	20.9	27.2	39.7	50.1	56.4	56.4
70°	20677.3	10312.5	158.8	50.1	29.2	18.8	23.0	37.6	48.0	54.3	54.3
72.5°	14366.9	6358.4	142.0	35.5	25.1	16.7	20.9	35.5	46.0	52.2	54.3
75°	6830.5	2301.9	121.2	27.2	23.0	14.6	18.8	35.5	46.0	52.2	52.2
77.5°	1393.2	534.7	98.2	23.0	18.8	14.6	16.7	33.4	43.9	50.1	50.1
80°	457.5	206.8	73.1	20.9	18.8	14.6	16.7	31.3	43.9	48.0	50.1
82.5°	330.0	104.4	48.0	20.9	18.8	14.6	14.6	31.3	41.8	48.0	48.0
85°	252.7	73.1	31.3	20.9	18.8	14.6	14.6	29.2	39.7	46.0	46.0
87.5°	167.1	29.2	25.1	20.9	18.8	14.6	14.6	29.2	37.6	43.9	46.0
90°	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

(END OF REPORT)

Z-1070 LED

Wall Mounted Vertical Only • Wet Location Listed



Description:

Enjoy the tranquil experience and the transformational environment created by this LED outdoor sconce. An elongated acrylic shade is the hallmark of this simple, sophisticated design that can be installed in both indoor and outdoor locations. The shade is held in place by a simple metal bar with a classic black finish. Vertical mounted only.

Specifications:

- White acrylic Diffuser
- An elongated acrylic shade is the hallmark of this simple, sophisticated design that can be installed in both indoor and outdoor locations.
- The shade is held in place by a simple metal bar with a classic black finish.
- Enjoy the tranquil experience and the transformational environment created by this LED outdoor sconce.
- Ideal for any foyer, bedroom, entryway, porch, or patio.
- Perfect for transitional, modern, or contemporary settings.
- Measures 6-inch width by 12-1/26-inch height.
- Uses one integrated LED (11w max).
- Compatible with many Triac/ELV dimmers (see dimming controls)
- Includes installation instructions and mounting hardware.
- Progress Lighting products are designed for exceptional quality, reliability, and functionality.
- Dimmable to 10% brightness (See Dimming Notes)
- Canopy covers a standard 4" recessed outlet box: 4.75 in W., 10.25 in ht., 0.75 in depth
- Mounting backplate for outlet box included
- 6 in of wire supplied
- Americans With Disabilities Act (ADA) compliant

Performance:

Number of Modules	1
Input Power	11 W
Input Voltage	120 V
Input Frequency	60 Hz
Lumens/LPW (Delivered)	528/48 (LM-79)
CCT	3000 K
CRI	90 CRI
Life (hours)	54000 (L70/TM-21)
EMI/RFI	FCC Title 47, Part 15, Class B
Warranty	5-year Limited Warranty
Labels	cCSAus Wet Location Listed
	ENERGY STAR® qualified
	Meets California Title 24 JA8-2016

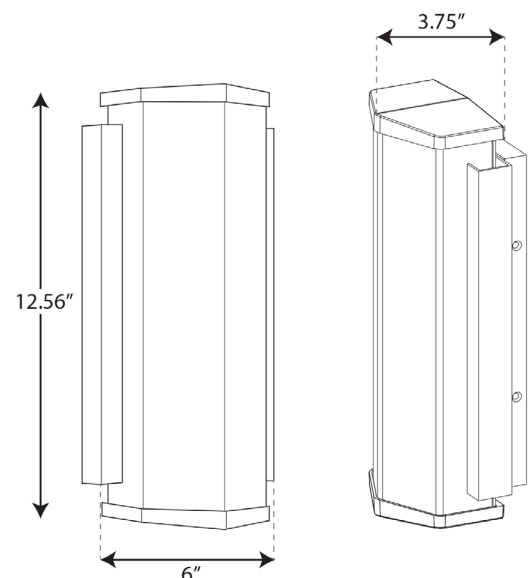
P560208-031-30



Dimensions:

Width: 6 in
Height: 12-9/16 in
Depth: 3-3/4 in
H/CTR: 6-1/88 in

White acrylic Diffuser
Width: 4-7/16 in
Height: 12 in



Dimming Notes:

P560208-031-30 is designed to be compatible with many Triac/ELV controls.

The following is a partial list of known compatible dimmer controls.

Dimming Controls:

Leviton IPI06-1LZ

Leviton 6674

Lutron NTEVL-300

Lutron DVELV-300P

Lutron AYCL-153P

Dimming capabilities will vary depending on the dimmer control, load, and circuit installation.

Always refer to dimmer manufacturer instructions or a controls specialist for specific requirements.

Dimmer control brand names where identified above are trade names or registered trademarks of each respective company.

P560208-031-30



JUNO SLIMFORM™ LED SURFACE MOUNT DOWNLIGHTS

FOR J-BOX INSTALLATION
5", 7", 11", 13" ROUND

JSF SERIES



Project: _____

Fixture Type: _____

Location: _____

Contact/Phone: _____

PRODUCT DESCRIPTION

Sleek, ultra-low profile energy efficient LED surface mount downlights in multiple sizes from 5" to 13" • Provides economical installation by mounting directly over standard and fire-rated junction boxes • Optional finish trims and shrouds available for custom, designer look similar to standard recessed downlights • Provides general illumination in residential and commercial applications including multi-family and hospitality • Ideal for use in corridors, living spaces, closets, hallways, pantries, stairways, outdoor covered areas without Emergency Option and much more.

PRODUCT SPECIFICATIONS

Construction Shallow, less than 1", solid ring with white finish • Non conductive fixture for shower light applications • Optional, field installable finish trims available for 5" and 7" versions to change the exterior finish of fixture • Optional, field installable decorative baffle and cone shrouds for 5" and 7" versions provide the aesthetic and source shielding similar to the experience of a fully recessed downlight.

Optics Light guide technology combined with diffusing lens conceals the LEDs from direct view and provides uniform lens luminance.

LED Light Engine LEDs mounted directly to heatsink designed to provide superior thermal management and ensure long life • 2700K, 3000K, 3500K or 4000K LED color temperature • LEDs binned for 4-step MacAdam ellipse color consistency • 90 CRI minimum.

LED Driver Choice of dedicated 120 volt (120) driver or universal voltage (MVOLT) driver that accommodates input voltages from 120-277 volts AC at 50/60Hz • Power factor > 0.9 at 120V input • 120 volt driver is dimmable with the use of most incandescent, magnetic low voltage and electronic low voltage wall box dimmers • Universal voltage driver is dimmable with the use of most 0-10V wall box dimmers • External driver is only available on 5" and 7" models • For a list of compatible dimmers, see [JUNOSLIMFORM-DIM](#).

Emergency Battery Option Available on fixture sizes 11" and larger • Battery factory assembled to fixture with integral test switch (EL option) • Drives LEDs for 90 minutes to meet Life Safety Code (NFPA-LSC), National Electrical Code (NEC), and UL requirements • Emergency battery not available in California due to Title 20 restrictions • EBX option provides back box without battery for consistent look when used in same space as fixtures with EL emergency option • Damp location only with emergency option.

Life Rated for 50,000 hours at >70% lumen maintenance.

Labels ENERGY STAR® certified • Certified to the high efficacy requirements of California T24 JA8-2016 • CSA listed for US and Canada • Suitable for wet locations (covered ceilings) • Damp location only with emergency option.

Testing All reports are based on published industry procedures; actual performance may differ as a result of the end-user environment and applications. All values are design or typical values, measured under laboratory conditions at 25 °C.

Warranty 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

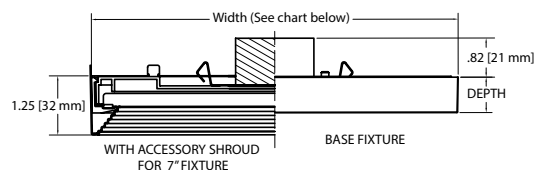
Specifications subject to change without notice.

INSTALLATION

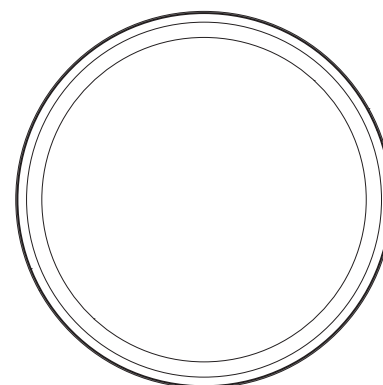
Junction Box Mounting Fixture provided with leads for direct wire connection in j-box • Installs directly to industry standard junction boxes • Compatible boxes include 4" metal or plastic octagonal standard and fire-rated junction boxes (3 1/2" junction box screw-hole spacing required for installation) • Minimum 2 1/8" deep junction box required for 5" and 7" fixtures (no depth requirement for 11" and larger fixtures) • Quick mount bracket provides fast installation of fully assembled fixture to junction box • Suitable for ceiling mount • Suitable for use within closet storage spaces when installed per NEC requirements.

Junction box sizes vary - Verify compatibility with fixture prior to installation

DIMENSIONS



External driver available on 5" and 7" models only.

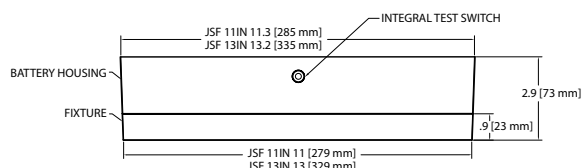


ROUND SPECIFICATIONS

	Width	Depth
JSF 5IN	5.25 (13.34)	0.75 (1.91)
JSF 7IN	7.77 (19.74)	0.75 (1.91)
JSF 11IN	11.08 (28.14)	0.9 (2.29)
JSF 13IN	13.05 (33.15)	0.9 (2.29)

All dimensions are in inches (centimeters) unless otherwise indicated.

EMERGENCY BATTERY FOR 11" AND 13"



JUNO SLIMFORM™ LED SURFACE MOUNT DOWNLIGHTS

FOR J-BOX INSTALLATION
5", 7", 11", 13" ROUND
JSF SERIES

PERFORMANCE DATA

	JSF 5IN		JSF 7IN		JSF 11IN		JSF 13IN	
	120V	MVOLT	120V	MVOLT	120V	MVOLT	120V	MVOLT
Lumens	700	700	1000	1000	1300	1300	1800	1800
CRI	90CRI		90CRI		90CRI		90CRI	
CCT	27K, 30K, 35K, 40K		27K, 30K, 35K, 40K		27K, 30K, 35K, 40K		27K, 30K, 35K, 40K	
Voltage	120V	120V-277V	120V	120V-277V	120V	120V-277V	120V	120V-277V
Input Power	10W	10W	13W	13W	15W	15W	20W	20W
Input Current	110MA	50MA	150MA	60MA	180MA	80MA	240MA	110MA
Frequency	50/60Hz		50/60Hz		50/60Hz		50/60Hz	
Power Factor	>0.9		>0.9		>0.9		>0.9	

ORDERING INFORMATION

Example: JSF 5IN 07LM 27K 90CRI 120 FRPC WH

Series	Size/Lumens	Color Temperature	CRI	Voltage/Driver	Finish	Emergency Battery ^{1,2,3}
JSF SlimForm Surface Mount Downlight - Round	5IN 07LM 5", 700 Lumens	27K 2700K	90CRI 90+ CRI	120 FRPC Dedicated 120V, Forward Reverse Phase Dimmign MVOLT ZT Universal Voltage 120V-277V, 0-10V Dimming	WH White	EL ^{3†} Battery Back-up Option EBX Empty Back Box for Aesthetics
	7IN 10LM 7", 1000 Lumens	30K 3000K				
	11IN 13LM 11", 1300 Lumens	35K 3500K				
	13IN 18LM 13", 1800 Lumens	40K 4000K				

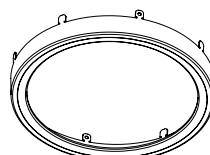
†: EL Battery Back-up option is not Energy Star certified

ACCESSORIES

TRIM – Optional, field installable finish trim rings available to change the exterior finish of fixture.

Example: JSFTRIM 5IN BL

Series	Size	Finish
JSFTRIM SlimForm Accessory- Trim	5IN 5 inches	BL Black
	7IN 7 inches	BZ Bronze
		SN Satin Nickel

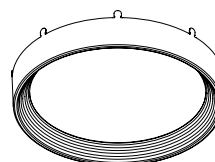


TRIM

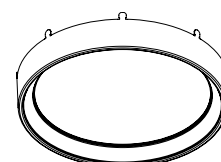
SHROUD – Optional, field installable decorative baffle and cone shrouds provides the aesthetic and source shielding similar to the experience of a fully recessed downlight.

Example: JSFSHROUD 5IN DB WWH

Series	Size	Shroud Style	Finish
JSFSHROUD SlimForm Accessory Shroud - Round	5IN 5 inches	DB Downlight Baffle	WWH White trim, white shroud
	7IN 7 inches	DC Downlight Cone	BWH ⁴ Black trim, white shroud
			HZWH Haze trim, white shroud
			WHZWH Wheat Haze trim, white shroud



BAFFLE SHROUD



CONE SHROUD

Note:

- Emergency battery available with 11IN and 13IN only.
- Emergency battery is only available with MVOLT ZT.
- Emergency battery option not available in California due to Title 20 restrictions.
- BWH only available with downlight baffle.

JUNO SLIMFORM™ LED SURFACE MOUNT DOWNLIGHTS

FOR J-BOX INSTALLATION
5", 7", 11", 13" ROUND
JSF SERIES

PHOTOMETRICS

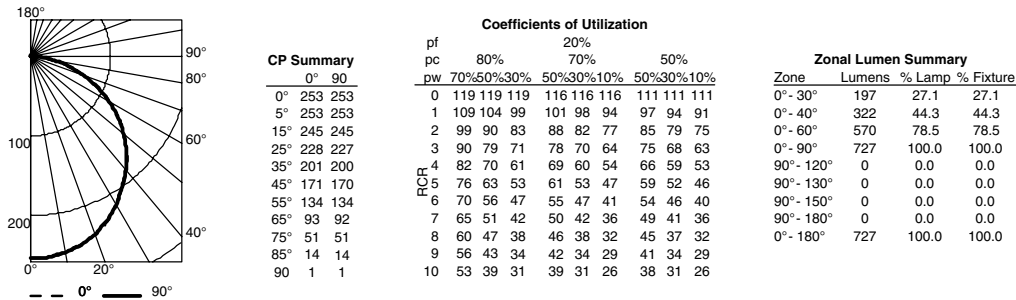
Distribution Curve

Distribution Data

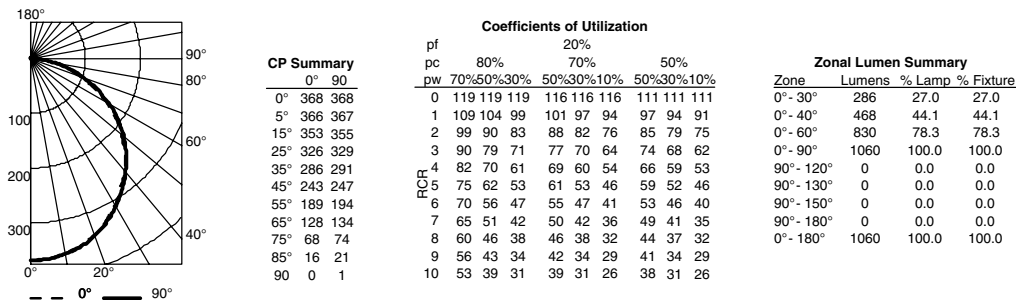
Coefficient of Utilization

Illuminance Data at 30" Above Floor for a Single Luminaire

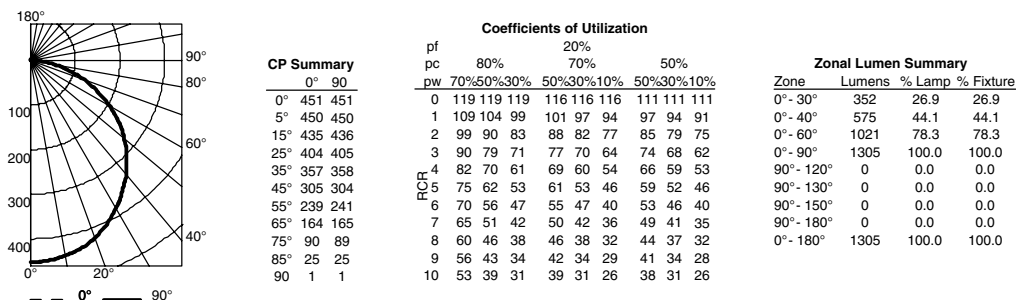
JSF 5IN 27K, 2700K LEDs, input watts: 9.72, delivered lumens: 727, LM/W = 74.8, test no. ISF 33599, tested in accordance to IESNA LM-79.



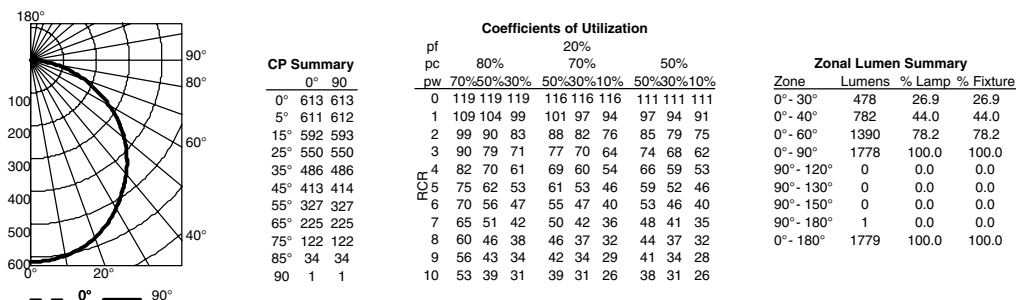
JSF 7IN 27K, 2700K LEDs, input watts: 12.8, delivered lumens: 1060, LM/W = 82.8, test no. ISF 33600, tested in accordance to IESNA LM-79.



JSF 11IN 27K, 2700K LEDs, input watts: 15.2, delivered lumens: 1305, LM/W = 85.9, test no. ISF 33661, tested in accordance to IESNA LM-79.



JSF 13IN 27K, 2700K LEDs, input watts: 20.2, delivered lumens: 1779, LM/W = 88, test no. ISF 33663, tested in accordance to IESNA LM-79.



For 30K fixtures, use 1.02 multiplier; For 35K fixtures, use 1.03 multiplier; For 40K fixtures, use 1.07 multiplier.

Jeff Ramey
Commissioner/Chairman

J. Todd Bunderson
Commissioner

Jeff Souza
Commissioner



Shelley Vaughan
*District
Administrator*

January 30, 2023

Garden City Development Services

Re: Violet's Crossing Subdivision – Letter of Satisfaction
SUBFY2022-0001

This letter is in reference to the Violet's Crossing Subdivision.

The NACFR District finds that the water supply and access requirements stipulated for this project, by the direction of Council, appear to have been sufficiently satisfied for the District to issue this Letter of Satisfaction. Therefore, I have no objection to the plat being finalized or to building construction permits being processed.

The NACFR District shall not be responsible for any additional requirements made necessary by alterations in the site which occur after this approval. Conversely, contractor(s) who make any changes to the site after this inspection which result in a non-compliant situation shall be responsible for correcting the matter. Variables that may drive further requirements include, but are not limited to; building construction type, building area, occupancy classification, changes to approved plans, conditions, or applications, changes made to the site after this inspection, changes to finished landscaping which affect fire hydrant depth or any information that may not have been clearly or completely documented during plan review or inspection.

Please note that this approval applies only to water supply and access requirements of the IFC. The requirements of other departments, codes, permits, and ordinances (including the IFC) may not yet be completely satisfied.

Regards,

Mike Bisagno

Mike Bisagno
Division Chief - Fire Marshal
Boise Fire Department

We have not yet submitted a request for Fire Flow test or the Ability to Serve; however, it is our belief that the existing water lines and pressures will be found satisfactory per this letter provided for Violet's Crossing. We will request both a Fire Flow Test and Ability To Serve Letter before we are scheduled for our first review.

Re: Carolyn's Circle Subdivision Name Reservation Request, Garden City -

Teran Mitchell <tmitchell@tkm-architecture.com>

Mon 3/27/2023 3:12 PM

To: Sub Name Mail <subnamemail@adacounty.id.gov>

Cc: Kevin Hawk <kevin@h2developmentgroup.net>; ethan@h2developmentgroup.net <ethan@h2developmentgroup.net>

Frank,

Thank you, again, for taking my phone call and for clarifying the purpose of the form you provided.

The Owner would like to maintain the original name - **Carolyn's Circle** - as the name of the proposed subdivision. Please be sure to include the apostrophe with the name Carolyn's.

Please let me know if there are any questions or comments that need to be addressed to finalize this request.

Thank you for your assistance.

Best,

Teran K. Mitchell, *aia, ncarb, c3p, leed ap*

Principal/Architect

TKMArchitecture

208-590-5109

535 Sawtooth Street

Suite 100

Mountain Home, Idaho 83647

<https://www.tkm-architecture.com>

From: Sub Name Mail <subnamemail@adacounty.id.gov>

Sent: Monday, March 27, 2023 2:40 PM

To: Teran Mitchell <tmitchell@tkm-architecture.com>; Sub Name Mail <subnamemail@adacounty.id.gov>

Cc: Kevin Hawk <kevin@h2developmentgroup.net>; ethan@h2developmentgroup.net <ethan@h2developmentgroup.net>

Subject: RE: Carolyn's Circle Subdivision Name Reservation Request, Garden City -

Good afternoon Teran,

The name "Carolyns Circle Subdivision" appears to be reservable.

I am also providing an option (below), please let me know which way you would like to continue.

It appears the parcels are contiguous to a previously platted subdivision "Violets Crossing". As long as the owner entity on this plat matches that of "Violets Crossing Sub", or with a recorded right to use subdivision name, the primary name "Violets" could be reused and this plat could be a phased development as "Violets Crossing Sub No 02" OR as "Violets Circle Sub" if preferred.
(word document attached for example)

Thank you,



Frank Davis
Engineering & Survey Technician

Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7937 *office*
(208) 287-7909 *fax*

From: Teran Mitchell <tmtchell@tkm-architecture.com>
Sent: Monday, March 27, 2023 11:14 AM
To: Sub Name Mail <subnamemail@adacounty.id.gov>
Cc: Kevin Hawk <kevin@h2developmentgroup.net>; ethan@h2developmentgroup.net
Subject: [EXTERNAL] Subdivision Name Reservation Request, Garden City - Carolyn's Circle Subdivision

CAUTION: This email originated from outside Ada County email servers. Do not click on links or open attachments unless you recognize the sender and know the content is safe. Verify the sender by mouse-hovering over their display name in order to see the sender's full email address and confirm it is not suspicious. If you are unsure an email is safe, please report the email by using the 'Phish Alert' button in Outlook.

Dear Mr. Smallwood,

I am writing to request a subdivision name reservation for a proposed subdivision in Garden City, ID. The required information is found below:

Desired Subdivision Name:

Carolyn's Circle

Parcel numbers all of parcels to be included in the Subdivision:
R2734560096 & R2734560115

Name and contact Information for the Owner:

Kevin Hawk, President/Founding Partner
H2 Development Group
250 W Bobwhite Court, Suite 325
Boise, ID 83706
208-871-0328

Name and contact information for the Developer:

Kevin Hawk, President/Founding Partner
H2 Development Group
250 W Bobwhite Court, Suite 325
Boise, ID 83706
208-871-0328

Name and contact information of the Professional Land Surveyor and firm that will be in responsible charge of the plat:

Professional In Responsible Charge
Teran Mitchell, AIA
TKM Architecture
535 Sawtooth Street, Suite 100
Mountain Home, ID 83647
208-590-5109

Surveyor

Eric Howard
JJ Howard Land Surveying
5983 W State St, Suite D
Boise, ID 83703
208-283-8522

Please let me know if any additional information is needed to reserve the name of the proposed subdivision.

Best,

Teran K. Mitchell, *aia, ncarb, c3p, leed ap*

Principal/Architect

TKMArchitecture

208-590-5109

535 Sawtooth Street

Suite 100

Mountain Home, Idaho 83647

<https://www.tkm-architecture.com> [[tkm-architecture.com](https://www.tkm-architecture.com)]



DEVELOPMENT SERVICES DEPARTMENT

6015 Glenwood Street ■ Garden City, Idaho 83714 ■ www.gardencityidaho.org
Phone 208/472-2921 ■ Fax 208/472-2996 ■ building@gardencityidaho.org

March 25, 2023

RADIUS NOTICE REQUEST FOR ADDRESSES

Idaho Code 9-348(1)(b) prohibits the distribution or sale of mailing lists in order to protect the privacy of taxpayers. However, this list can be provided if you are requesting a list of property addresses to fulfill a requirement required by any statute, ordinance, rule, law or by any governing agency (Idaho Code 9-348(8)).

Please check the purpose below:

- ☒ Land Division ☐ Conditional Use Permit
- ☐ Variance ☐ Expansion of Extension of a Nonconforming Use
- ☐ Zoning Ordinance Map Amendment ☐ Property Line Adjustment or Lot Split
- ☐ Annexation ☐ Comprehensive Plan Amendments
- ☐ Design Review ☒ Planned Unit Development
- ☐ Other «Description»

Agency: City of Garden City - Development Services

Parcel Number or Address of Subject Property:

R2734560115, R2734560096, 3981 N Reed Street, 415 E 40th Street

Brief Description: **Public Meeting Noticing for R-3 Multifamily Residential Community**

Applicant: **Teran Mitchell**

Address: **535 Sawtooth Street, Mountain Home, ID 83647**

Telephone: **208-590-5109**

The document will be emailed to you please provide email address below:

Email address: **tmitchell@tkm-architecture.com**

Under penalty of perjury, I hereby certify that I will not be using, nor will I allow to be used in any form or manner, the records, documents, or lists obtained from the City of Garden City Development Services Office as a mailing or telephone number list for purposes other than listed above.

By:

Date: **03/25/2023**

PARCEL	PRIMARY OWNER	ADDRESS	CITY, STATE, ZIP
R2734520697	GARDEN CITY MOBILE ESTATES INC	3784 N LANCER WAY	BOISE, ID 83713-0000
R2734520711	BIVIN ROBERT C	3972 N ADAMS ST	GARDEN CITY, ID 83714-0000
R2734520731	BENNETT JODY L	400 E 40TH ST	GARDEN CITY, ID 83714-0000
R2734520750	HERBERT CHRISTOPHER T	404 E 40TH ST	GARDEN CITY, ID 83714-0000
R2734520775	BLUE STAR PROPERTIES LLC	521 E ADAMS CT	GARDEN CITY, ID 83714-0000
R2734520790	CRISPY INVESTMENTS DE LLC	PO BOX 1743	BOISE, ID 83702-0000
R2734560040	GARDEN CITY WILLOW REED LLC	2027 HARPER AVE	HERMOSA BEACH, CA 90254-0000
R2734560050	STAMBAUGH COLEEN M 2003 TRUST	3908 N REED ST	GARDEN CITY, ID 83714-0000
R2734560061	REED STREET DEVELOPMENT LLC	250 W BOBWHITE CT STE 325	BOISE, ID 83706-0000
R2734560091	AYARRA GENEVA	PO BOX 8703	BOISE, ID 83707-0000
R2734560096	SHIRLEY RICHARD EDWARD	415 E 40TH ST	GARDEN CITY, ID 83714-0000
R2734560101	WEBB TONI	3985 N REED ST	GARDEN CITY, ID 83714-0000
R2734560115	ZOLIN MICHAEL J	4420 FREEMONT ST	BOISE, ID 83706-0000
R2734560160	WISEMAN JERRY D	1984 E LAURELWOOD DR	EAGLE, ID 83616-0000
R2734560180	BROOKLYN PARK LLC	522 E 40TH ST	GARDEN CITY, ID 83714-0000
R2734560200	KIDA PROTECTION TRUST 09/23/2010	1808 W IDAHO ST	BOISE, ID 83702-0000
R2734560207	PRATT CODY WREN	3988 N REED ST	GARDEN CITY, ID 83714-0000
R2734560211	DADABAY JOHN Y	2415 N MOUNTAIN VIEW DR	BOISE, ID 83706-1047
R2734560230	REED DANIEL LEE	3966 N REED ST	GARDEN CITY, ID 83714-0000
R2734560237	GUSTAVUS FAYLENE	3964 N REED ST	GARDEN CITY, ID 83714-0000
R2734560248	WOOLF BERT	3940 N REED ST	GARDEN CITY, ID 83714-0000
R2734560261	DAVIS ROBERT L	3920 N REED ST	GARDEN CITY, ID 83714-6458
R8506320010	RUMPLE DAN	1546 W SALEM ST	BOISE, ID 83705-0000
R8506320015	TABOR KIRA	405 E 40TH ST	GARDEN CITY, ID 83714-0000
R8506320020	MEADS TERRY & CLARA FAMILY TRUST 5-21-2021	407 E 40TH ST	GARDEN CITY, ID 83714-0000
R8506320025	MEADS TERRY O	411 E 40TH ST	BOISE, ID 83714-6356

PARCEL	PRIMARY OWNER	ADDRESS	CITY, STATE, ZIP
R1001770030	LUPER CALVIN N	504 E ADAMS CT	GARDEN CITY, ID 83714-0000
R1001770040	RAGSDALE BRENT	508 E ADAMS CT	GARDEN CITY, ID 83714-0000
R1001770050	HOMES N BOISE LLC	1036 S TEN MILE RD	KUNA, ID 83634-0000
R1001770070	HOISINGTON LAURRIE	520 E ADAMS CT	GARDEN CITY, ID 83714-0000
R1001770080	COLLINS JOHN	524 E ADAMS CT	GARDEN CITY, ID 83714-0000
R2734520697	GARDEN CITY MOBILE ESTATES INC	3784 N LANCER WAY	BOISE, ID 83713-0000
R2734520711	BIVIN ROBERT C	3972 N ADAMS ST	GARDEN CITY, ID 83714-0000
R2734520731	BENNETT JODY L	400 E 40TH ST	GARDEN CITY, ID 83714-0000
R2734520750	HERBERT CHRISTOPHER T	404 E 40TH ST	GARDEN CITY, ID 83714-0000
R2734520775	BLUE STAR PROPERTIES LLC	521 E ADAMS CT	GARDEN CITY, ID 83714-0000
R2734520795	CRISPY INVESTMENTS DE LLC	PO BOX 1743	BOISE, ID 83702-0000
R2734560040	GARDEN CITY WILLOW REED LLC	2027 HARPER AVE	HERMOSA BEACH, CA 90254-0000
R2734560050	STAMBAUGH COLEEN M 2003 TRUST	3908 N REED ST	GARDEN CITY, ID 83714-0000
R2734560061	REED STREET DEVELOPMENT LLC	250 W BOBWHITE CT STE 325	BOISE, ID 83706-0000
R2734560091	AYARRA GENEVA	PO BOX 8703	BOISE, ID 83707-0000
R2734560096	SHIRLEY RICHARD EDWARD	415 E 40TH ST	GARDEN CITY, ID 83714-0000
R2734560101	WEBB TONI	3985 N REED ST	GARDEN CITY, ID 83714-0000
R2734560115	ZOLIN MICHAEL J	4420 FREEMONT ST	BOISE, ID 83706-0000
R2734560160	WISEMAN JERRY D	1984 E LAURELWOOD DR	EAGLE, ID 83616-0000
R2734560180	BROOKLYN PARK LLC	522 E 40TH ST	GARDEN CITY, ID 83714-0000
R2734560200	KIDA PROTECTION TRUST 09/23/2010	1808 W IDAHO ST	BOISE, ID 83702-0000
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R2734560237	GUSTAVUS FAYLENE	3964 N REED ST	GARDEN CITY, ID 83714-0000
R2734560248	WOOLF BERT	3940 N REED ST	GARDEN CITY, ID 83714-0000
R2734560261	DAVIS ROBERT L	3920 N REED ST	GARDEN CITY, ID 83714-6458
R2734560350	CITY OF GARDEN CITY	6015 N GLENWOOD ST	GARDEN CITY, ID 83714-1347
R8506320007	MCCULLOUGH TERRY	3220 W KOOTENAI ST	BOISE, ID 83705-0000
R8506320010	RUMPLE DAN	1546 W SALEM ST	BOISE, ID 83705-0000
R8506320015	TABOR KIRA	405 E 40TH ST	GARDEN CITY, ID 83714-0000
R8506320020	MEADS TERRY & CLARA FAMILY TRUST 5-21-2021	407 E 40TH ST	GARDEN CITY, ID 83714-0000
R8506320025	MEADS TERRY O	411 E 40TH ST	BOISE, ID 83714-6356

Neighborhood Meeting

May 30, 2023

Dear Neighbor,

In an effort to better ensure a vibrant community, the City Ordinance of Garden City requires all new development to conduct a Neighborhood Meeting with the surrounding property owners. The Owner and/or the authorized representatives for the proposed community investment would like to introduce themselves, present their conceptual plans, and discuss the goals, and proposed improvements to the subject property. This is an invaluable opportunity for the community to participate in the planning and development of their communities.

This letter serves as public notice for the aforementioned meeting for the proposed Carolyn's Circle Subdivision, parcels # R2734560115 & R2734560096 located at 3981 N Reed St and 415 E 40th St.

Please be aware that this is not a Public Hearing, as such public officials will NOT be present. If you have any questions regarding this Garden City, City Ordinance meeting requirement, please contact the Planning Division of the Planning and Development Services Department at (208) 472-2900. If you have any questions about the proposed community development, please contact the Architect listed below.

Purpose

To review and provide comments regarding the proposed Carolyn's Circle R-3 Community Subdivision at 3981 N Reed Street.

When

Thursday, March 30, 2023 at 6:00 pm

Where – On-site – Please see the attached vicinity map

Project Description

The project consists of a proposed R-3 multifamily residential community subdivision with (22) 1-bedroom, 1-bathroom apartments, and (7) 2-bedroom 2.5 bathroom townhouses, each with individual under-unit garages and community amenities. Applications required with this submittal include:

1. Preliminary Plant, Land Division Application
2. Planned Unit Development Application

A site plan for the proposed residential community subdivision is included in this package and can be made available upon request of the Architect.

Please feel free to contact me at the email or phone number below.

Respectfully,



Teran K. Mitchell, AIA, NCARB, LEED, C3P
TKM Architecture, LLC
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Phone: 208-590-5109

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PRINCIPAL

Teran K. Mitchell, AIA, LEED®

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.

