



CITY OF GARDEN CITY

6015 Glenwood Street
Garden City, Idaho 83714

Agenda City Council

Work Session- None

Regular City Council Meeting—6:00 p.m.

Monday December 12, 2016

City Hall – Council Chamber

6015 Glenwood Street, Garden City, Idaho

We are pleased to make reasonable accommodations for members of the public who are disabled or require special assistance. For those requiring special arrangements for any meeting, please contact our office at 472-2907, at least 72 hours prior to the time of the meeting.

WORK SESSION- None

6:00 P.M. REGULAR COUNCIL MEETING

A. CALL TO ORDER

Clerk Certifies Meeting

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CHANGES TO AGENDA

E. CONSENT AGENDA (1)

1. Approval of Minutes November 28, 2016
2. Ratification of Accounts Payable Claims

F. SPECIAL BUSINESS

1. Heron Park Re-Development Plan
2. Police Department Badge Redesign
3. Cancel City Council Meeting for Monday December 26, 2016

G. ORDINANCES, RESOLUTIONS, CONTRACTS

1. Validation/Vacation Proceedings – Findings of Fact and Conclusions of Law regarding sewer lines located under 2900 W. Chinden Boulevard, Parcel #1983 of Blocks 36-38-41 of Fairview Acres Subdivision 5, Ada County Parcel R2734541990, Garden City, Ada County, Idaho

H. UNFINISHED BUSINESS

I. NEW BUSINESS

J. EXECUTIVE SESSION for the following purposes:

1. In accordance with Idaho Code §74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

K. ADJOURNMENT

(1) Items in this agenda line are considered as consent items and will be approved without discussion, unless the Council requests the item be heard

**CITY OF GARDEN CITY
CITY COUNCIL MEETING MINUTES
November 28, 2016
6:00 P.M.**

A. CALL TO ORDER

Mayor Evans called the meeting to order at 6:00 p.m.

CLERK CERTIFIED MEETING NOTICE

The meeting was noticed in accordance with Idaho Code 74-204.

B. ROLL CALL

Council members Beaumont, Higgins, Mitchell and Souza were present.

Staff Present: Lisa Leiby, Colin Schmidt, Rick Allen, and Charles Wadams.

C. PLEDGE OF ALLEGIANCE

Mayor Evans led the Pledge of Allegiance.

D. CHANGES TO AGENDA

1. Councilmember Mitchell requested to add item I1 to discuss the recent oral boards conducted by the Garden City Police Department.
2. Mayor Evans requested to add item I2 to update the council on the Magistrate Court issue.
3. Item E3 under the consent agenda was removed from the agenda.

Action: Councilmember Mitchell moved to approve the changes to the agenda and Councilmember Beaumont seconded.

The motion passed with an audible 4-0 vote.

E. CONSENT AGENDA

1. **Approval of Minutes November 14, 2016.**
2. **Ratification of Accounts Payable Claims**

Action: Councilmember Beaumont moved to approve the consent agenda and Councilmember Higgins seconded.

The motion passed with an audible 4-0 vote.

F. SPECIAL BUSINESS

1. Staff reports were submitted in writing.

G. ORDINANCES, RESOLUTIONS, CONTRACTS

- 1. RESOLUTION 1023-16 – EAS2016-10; A RESOLUTION AUTHORIZING THE ABANDONMENT AND VACATION OF A PORTION OF A PLAT CREATING A TEN FOOT (10') EASEMENT FOR PUBLIC UTILITY, GARDEN CITY WATER AND SEWER, AND PROPERTY DRAINAGE EASEMENT ADJACENT TO THE PRIVATE LANE OF N. DUXBURY PIER LANE ON LOTS 57-59 OF ULMER LANE TOWNHOME SUBDIVISION AND AT THE SAME TIME THE REQUEST FOR THE VACATION OF A 6' SIDEWALK EASEMENT ADJACENT TO THE PRIVATE LANE OF N. DUXBURY PIER LANE ON LOTS 57-59 OF ULMER LANE TOWNHOME SUBDIVISION, GARDEN CITY, ADA COUNTY, IDAHO; AND PROVIDING FOR AN EFFECTIVE DATE.**

Action: Councilmember Mitchell moved to adopt Resolution 1023-16 and Councilmember Higgins seconded.

ROLL CALL VOTE:

Councilmember Beaumont	YES
Councilmember Higgins	YES
Councilmember Mitchell	YES
Councilmember Souza	YES

The motion passed.

- 2. EAS2017-3 PUBLIC PATHWAY EASEMENT; A PUBLIC PATHWAY BICYCLE AND PEDESTRIAN EASEMENT TO CONNECT TO THE GREENBELT FOR LEGACY APARTMENTS IN CONJUNCTION WITH THE DEVELOPMENT OF APARTMENTS BETWEEN 49TH STREET AND 50TH STREET ADJACENT TO THE BOISE RIVER/GARDEN CITY GREENBELT.**

Action: Councilmember Higgins moved to approve EASFY2017-3 and Councilmember Souza seconded.

ROLL CALL VOTE:

Councilmember Higgins	YES
Councilmember Mitchell	YES
Councilmember Souza	YES
Councilmember Beaumont	YES

The motion passed.

~~3. **VALIDATION/VACATION PROCEEDINGS – FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING SEWER LINES LOCATED UNDER 2900 W. CHINDEN BOULEVARD, PARCEL #1983 OF BLOCKS 36-38-41 OF FAIRVIEW ACRES SUBDIVISION NO. 5, ADA COUNTY PARCEL R2734541990, GARDEN CITY, ADA COUNTY, IDAHO.**~~

Item G3 was pulled from the agenda to give Garden City Attorney Charles Wadams additional time to research issue that arose after the agenda was prepared.

- ~~4. **Public Hearing MLDFY2016-00002**~~ The applicant, John Rennison, a managing member of HB LLC, is requesting approval of a Minor Land Division at 10015 West State Street. The area is in the C-2 General Commercial Zoning District and in the Green Boulevard Corridor and Residential Low Density land use designation of the Comprehensive Plan. The existing structure, Human Bean, is located on Lot A and was reviewed and approved through applications: CUP2015-00002, DSR2015-00001, and BLD2015-00023. There are no existing or proposed improvements on Lot B. **CANCELED: The application was noticed per Garden City Code 8-6A-5 Administrative Process with Notice which specifies that if no objections are received within ten days of a notice intent to approve the scheduled hearing will be canceled and the application will be automatically approved. No objections were received by the City.**

H. UNFINISHED BUSINESS

I. NEW BUSINESS

1. Councilmember Mitchell discussed his participation in the recent oral boards conducted by the Garden City Police Department as a part of their hiring process. Councilmember Mitchell commended Police Chief Allen and his staff for their efforts in ensuring Garden City hires qualified officers.
2. Mayor Evans updated the council on the status of the magistrate court issue.

J. EXECUTIVE SESSION for the following purposes:

1. No executive session was needed.

K. ADJOURNMENT

Councilmember Higgins moved to adjourn and Councilmember Beaumont seconded. The motion passed with an audible 4-0 vote.

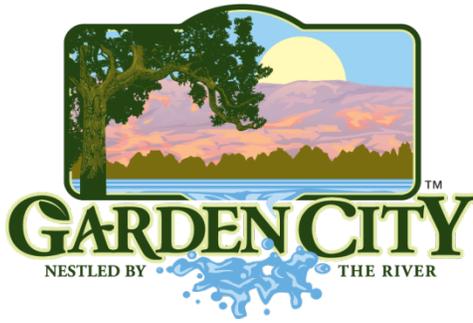
The meeting adjourned at 6:19 p.m.

ATTEST:

APPROVED:

Lisa M. Leiby, City Clerk

John G. Evans, Mayor



TREASURY DEPARTMENT

6015 Glenwood Street ■ Garden City, Idaho 83714
Phone 208/472-2907 ■ Fax 208/472-2931

Date: December 12, 2016
To: Mayor and City Council Members
From: Lisa Leiby, City Treasurer/Clerk
Subject: Check Proof Runs for Your Ratification

In accordance with the Purchasing Policy, I am submitting the following claims for your ratification. Each of these proof runs were submitted to you via email and there were no objections raised by the mayor or council members to releasing any of the checks as listed.

The proof runs we are asking that you ratify on December 12, 2016 are as follows:

Checks dated December 2, 2016	378,315.49
Checks dated December 9, 2016	167,524.87
	\$ 545,840.36

Attachments

Accounts Payable

Computer Check Proof List by Vendor

User: lleiby
 Printed: 11/30/2016 - 9:47AM
 Batch: 00702.11.2016



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1350 2030	Ada County Solid Waste Mgmt October services	104.50	12/02/2016	100-80-0050-560-00	ACH Enabled: False
	Check Total:	104.50			
Vendor: UB*01828	VALERTY AFONKO Refund Check Refund Check	20.60 20.60	12/02/2016 12/02/2016	320-00-0000-201-00 300-00-0000-201-00	ACH Enabled: False
	Check Total:	41.20			
Vendor: UB*01830	KARLEEN AICHELE Refund Check Refund Check	91.47 91.47	12/02/2016 12/02/2016	300-00-0000-201-00 320-00-0000-201-00	ACH Enabled: False
	Check Total:	182.94			
Vendor: 2400 41417	Alloway Electric Co Street Light Repair B7040	139.16	12/02/2016	100-80-0060-568-00	ACH Enabled: False
	Check Total:	139.16			
Vendor: ALOHA 4892 4906 4909 4943	Aloha Auto Repair, LLC LOF, rotate tires Unit #164 Repair oil leak - Unit #118 Repair windshield washer - Unit #156 LOF, rotate tires - Unit #160	77.41 269.85 270.97 77.41	12/02/2016 12/02/2016 12/02/2016 12/09/2016	100-45-0000-565-00 100-45-0047-565-00 100-45-0000-565-00 100-45-0000-565-00	ACH Enabled: False
	Check Total:	695.64			
Vendor: 3460 268403 268836	Animal Medical Center of Boise K9 food K9 food	87.92 71.78	12/02/2016 12/09/2016	100-45-0000-499-00 100-45-0000-499-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	159.70			
Vendor: 4000	Artsign Design			Check Sequence: 7	ACH Enabled: False
9087	Graphics upfit - Units #175 and #176	2,470.00	12/02/2016	100-45-0000-803-00	
	Check Total:	2,470.00			
Vendor: 4650	B & A Engineers Inc			Check Sequence: 8	ACH Enabled: False
2979	BLDFY2016-0192 plan review	312.50	12/02/2016	320-80-0082-619-00	
2979	BLD2015-00109 plan review	156.25	12/02/2016	320-80-0082-619-00	
2979	PWU2014-00064 plan review	156.25	12/02/2016	320-80-0082-619-00	
2979	PWUFY2016-0010 plan review	562.50	12/02/2016	320-80-0082-619-00	
2979	BLDFY2017-34 plan review	281.25	12/02/2016	320-80-0082-619-00	
2979	Emails,Meetings Oct.1-Oct. 28	361.87	12/02/2016	320-80-0082-619-00	
2979	Emails,Meetings Oct.1-Oct. 28	361.88	12/02/2016	300-80-0081-619-00	
2980	38 Street Water Line	93.75	12/02/2016	300-80-0081-619-00	
2982	Shop addition Final Elevation Certificate	62.50	12/02/2016	320-80-0082-619-00	
2982	Shop addition Final Elevation Certificate	62.50	12/02/2016	300-80-0081-619-00	
2983	Adams Sewer Rehab W 32 Sreet	605.00	12/02/2016	320-80-0082-619-00	
2984	Adams Sewer Rehab 42 & 43 Streets	220.00	12/02/2016	320-80-0082-619-00	
	Check Total:	3,236.25			
Vendor: 5050	Baird Oil			Check Sequence: 9	ACH Enabled: False
CL50210	fuel	201.35	12/02/2016	100-80-0050-540-00	
CL50210	fuel	36.32	12/02/2016	320-80-0085-540-00	
CL50210	fuel	25.83	12/02/2016	100-52-0000-642-00	
CL50210	fuel	395.06	12/02/2016	300-80-0081-540-00	
CL50210	fuel	390.13	12/02/2016	320-80-0082-540-00	
	Check Total:	1,048.69			
Vendor: BDS	Billing Document Specialists			Check Sequence: 10	ACH Enabled: False
38311	November 2016 Utility Billing Statements	2,492.00	12/02/2016	100-51-0010-625-00	
38311	November 2016 Library Inserts	43.74	12/02/2016	100-48-0000-640-00	
	Check Total:	2,535.74			
Vendor: 7400	Boise Public Works Department			Check Sequence: 11	ACH Enabled: False
August 2016	August 2016 Sewer Treatment Charges	110,000.00	09/16/2016	320-80-0082-690-00	
August 2016	August 2016 Sewer Treatment Charges	23,971.55	12/02/2016	320-80-0082-690-00	
IU1251	Prior Year Adjustments for Sewer Treatment Cha	1,442.92	12/02/2016	320-80-0082-690-00	
September 2016	September 2016 Sewer Treatment Charges	139,749.93	12/02/2016	320-80-0082-690-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	275,164.40			
Vendor: BRADYIN 5270647	Brady Industries of Idaho Ice melt	23.80	12/02/2016	Check Sequence: 12 100-45-0000-561-00	ACH Enabled: False
	Check Total:	23.80			
Vendor: BRODARI 453012	Brodart Co. Yellow label sheets	63.72	12/02/2016	Check Sequence: 13 100-48-0000-502-00	ACH Enabled: False
	Check Total:	63.72			
Vendor: CANON 16712849 16712851	Canon Financial Services November 2016 Copier Lease Copiers	169.74 419.19	12/02/2016 12/02/2016	Check Sequence: 14 100-41-0000-581-00 100-45-0000-581-00	ACH Enabled: False
	Check Total:	588.93			
Vendor: CDW FVK4983	CDW Government Library Grant	2,940.00	12/02/2016	Check Sequence: 15 100-48-0000-710-00	ACH Enabled: False
	Check Total:	2,940.00			
Vendor: FW 894	Davis & Walker November 2016 Courthouse Litigation Services	7,050.00	12/02/2016	Check Sequence: 16 100-49-0000-619-03	ACH Enabled: False
	Check Total:	7,050.00			
Vendor: 14700 0054963 0054963	Dig Line October services 81 calls October services 81 calls	65.20 65.21	12/02/2016 12/02/2016	Check Sequence: 17 320-80-0082-568-00 300-80-0081-568-00	ACH Enabled: False
	Check Total:	130.41			
Vendor: UB*01823	DUKE PARTNERS LLC Refund Check Refund Check	58.47 23.18	12/02/2016 12/02/2016	Check Sequence: 18 300-00-0000-201-00 320-00-0000-201-00	ACH Enabled: False
	Check Total:	81.65			
Vendor: EINOIL 313371	Einstein's Oilery LOF - Unit #140	56.99	12/09/2016	Check Sequence: 19 100-45-0000-565-00	ACH Enabled: False
	Check Total:	56.99			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 17000 1452-6643-2	FedEx Shipping	103.36	12/09/2016	Check Sequence: 20 100-45-0000-526-00	ACH Enabled: False
	Check Total:	103.36			
Vendor: 17050 0646231 0646558 0646756 0647912	Ferguson Enterprises Inc Garrett water services relocation supplies meter parts & supplies 3- 2" meters Marking Paint Water	431.78 604.41 2,453.22 156.88	12/02/2016 12/02/2016 12/02/2016 12/02/2016	Check Sequence: 21 300-80-0081-568-00 300-80-0081-568-00 300-80-0081-568-00 300-80-0081-568-00	ACH Enabled: False
	Check Total:	3,646.29			
Vendor: 17265 500638 501597	Fisher's Document Systems, Inc. Copies October 2016 Copies	140.77 41.86	12/02/2016 12/02/2016	Check Sequence: 22 100-45-0000-581-00 100-41-0000-581-00	ACH Enabled: False
	Check Total:	182.63			
Vendor: 39500 59332170 59365204	Gale/CENAGE Learning Books Books	23.99 172.83	12/02/2016 12/02/2016	Check Sequence: 23 100-48-0000-700-01 100-48-0000-700-01	ACH Enabled: False
	Check Total:	196.82			
Vendor: 18850 1276799569 9268334431 9271791775	Grainger Batteries Flashlight bulbs Flashlight bulbs - credit for return	56.80 84.40 -84.40	12/02/2016 12/02/2016 12/02/2016	Check Sequence: 24 100-45-0000-500-00 100-45-0000-569-00 100-45-0000-569-00	ACH Enabled: False
	Check Total:	56.80			
Vendor: UB*01827	RON HOMSHER Refund Check Refund Check	18.15 18.15	12/02/2016 12/02/2016	Check Sequence: 25 320-00-0000-201-00 300-00-0000-201-00	ACH Enabled: False
	Check Total:	36.30			
Vendor: 21000 14008425	Idaho Air Inc 104 EMISSION TEST	20.00	12/02/2016	Check Sequence: 26 320-80-0085-565-00	ACH Enabled: False
	Check Total:	20.00			
Vendor: 21950 2204392134	Idaho Power Co 10/11 - 11/08	155.35	12/02/2016	Check Sequence: 27 100-45-0047-771-02	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2204622472	10/11 - 11/08	664.55	12/02/2016	100-45-0000-771-02	
	Check Total:	819.90			
Vendor: 22200 11114	Idaho State Police MACLE shirts	224.00	12/09/2016	100-45-0000-469-00	Check Sequence: 28 ACH Enabled: False
	Check Total:	224.00			
Vendor: 22350 C16409.C12286 C16409.C12286 C8370	Idaho Transportation Department 119,115,133-C12062 119,115,133-C12062 132	34.50 34.50 23.00	11/18/2016 11/18/2016 11/18/2016	300-80-0081-565-00 320-80-0082-565-00 100-80-0050-565-00	Check Sequence: 29 ACH Enabled: False
	Check Total:	92.00			
Vendor: 22800 S93022	Industrial Hardware Idaho parts and supplies	22.94	12/02/2016	320-80-0082-568-00	Check Sequence: 30 ACH Enabled: False
	Check Total:	22.94			
Vendor: 22850 64134037 64134038 64134039 64134040 64134052	Ingram Library Service Books Books Books Books Books	11.19 128.57 11.52 11.93 10.96	12/02/2016 12/02/2016 12/02/2016 12/02/2016 12/02/2016	100-48-0000-800-00 100-48-0000-800-00 100-48-0000-800-00 100-48-0000-800-00 100-48-0000-800-00	Check Sequence: 31 ACH Enabled: False
	Check Total:	174.17			
Vendor: IPICD 9382	Institute for the Prevention of In-Custody Deaths Excited Delirium and Agitated Chaotic Events	395.00	12/09/2016	100-45-0000-644-00	Check Sequence: 32 ACH Enabled: False
	Check Total:	395.00			
Vendor: UB*01826	KG MANAGEMENT SERVICES, LLC Refund Check Refund Check	39.64 39.64	12/02/2016 12/02/2016	320-00-0000-201-00 300-00-0000-201-00	Check Sequence: 33 ACH Enabled: False
	Check Total:	79.28			
Vendor: 24350 534274	Kustom Signals Repair radar - Unit #123	85.00	12/02/2016	100-45-0000-565-00	Check Sequence: 34 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	85.00			
Vendor: 24900 153267	Laser Technology Inc. Repair laser	193.00	12/02/2016	Check Sequence: 35 100-45-0000-569-00	ACH Enabled: False
	Check Total:	193.00			
Vendor: 25700 63120	Like-nu Car Wash #7 Car washes	9.00	12/02/2016	Check Sequence: 36 100-45-0000-565-00	ACH Enabled: False
	Check Total:	9.00			
Vendor: MIDWEST 94499563 94500744	Midwest Tape DVD WIDESCREEN DVD WIDESCREEN	50.98 116.22	12/02/2016 12/02/2016	Check Sequence: 37 100-48-0000-800-00 100-48-0000-700-01	ACH Enabled: False
	Check Total:	167.20			
Vendor: msc Payment # 2	Milestone Construcion Group LLC Payment # 2 without retainage	47,866.60	12/02/2016	Check Sequence: 38 310-80-0081-805-00	ACH Enabled: False
	Check Total:	47,866.60			
Vendor: MELLP 8046 8046	Moore & Elia LLP October 2016 Courthouse PR Services - Bilbao September 2016 Courthouse PR Services - Bilba	800.00 410.00	12/02/2016 12/02/2016	Check Sequence: 39 100-41-0000-619-00 100-41-0000-619-00	ACH Enabled: False
	Check Total:	1,210.00			
Vendor: NACWA 48933	NACWA 2017 Membership	1,540.00	11/23/2016	Check Sequence: 40 320-80-0085-643-00	ACH Enabled: False
	Check Total:	1,540.00			
Vendor: MBS NWDAR195734	Neopost Northwest Postage Machine Ink	126.14	12/02/2016	Check Sequence: 41 100-41-0000-525-01	ACH Enabled: False
	Check Total:	126.14			
Vendor: 29500 10198	Northwest Heating And Air Con. HVAC filter	7.73	12/02/2016	Check Sequence: 42 100-45-0047-561-00	ACH Enabled: False
	Check Total:	7.73			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 29850	Office Depot Inc			Check Sequence: 43	ACH Enabled: False
2004188366	Office supplies	12.88	12/02/2016	100-45-0000-500-00	
	Check Total:	12.88			
Vendor: 29855	Office Max			Check Sequence: 44	ACH Enabled: False
260412	Returned Folders	-44.46	11/11/2016	100-41-0000-500-00	
344698	office supplies	11.90	11/18/2016	320-80-0082-500-00	
344698	office supplies	11.90	11/18/2016	300-80-0081-500-00	
408144	Wireless Keyboard	18.21	11/18/2016	200-80-0084-500-00	
408144	Pens	1.85	11/18/2016	100-41-0000-500-00	
408793	Chair Mat	89.45	12/02/2016	100-49-0000-500-00	
411636	Desk Calendar	5.82	12/02/2016	200-80-0084-500-00	
478780	11x17 Copy Paper	29.30	12/02/2016	200-80-0084-500-00	
478780	Pens/Folders/Legal Pads	44.27	12/02/2016	200-80-0084-500-00	
478780	Labels/Paper Clips	4.32	12/02/2016	200-80-0084-500-00	
488368	Wall Calendar	8.97	12/02/2016	220-80-0083-500-00	
488368	Desk Calendar	5.90	12/02/2016	100-49-0000-500-00	
647319	Desk Calendar	5.46	12/02/2016	100-49-0000-500-00	
647319	Desk Calendar	5.46	12/02/2016	100-41-0000-500-00	
	Check Total:	198.35			
Vendor: OFFICE	Office Value			Check Sequence: 45	ACH Enabled: False
38717-0	Copy paper/Gel Pens	132.17	12/02/2016	100-48-0000-500-00	
	Check Total:	132.17			
Vendor: 1500	Peak1 Administration			Check Sequence: 46	ACH Enabled: False
37620	November 2016 Services	153.00	12/02/2016	100-41-0000-679-00	
	Check Total:	153.00			
Vendor: 31200	Petty Cash			Check Sequence: 47	ACH Enabled: False
	Building Maint/Supplies	76.24	12/02/2016	100-45-0000-561-00	
	Postage	13.45	12/02/2016	100-41-0000-525-01	
	Mileage/Parking	28.54	12/02/2016	100-41-0000-642-00	
	Supplies	31.95	12/02/2016	100-41-0000-500-00	
	Check Total:	150.18			
Vendor: PIONEER	Pioneer Title Company			Check Sequence: 48	ACH Enabled: False
45507	Title Search - Riverside Hotel Sewer Line	200.00	12/02/2016	320-80-0082-619-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	200.00			
Vendor: PSS	ProPeople Staffing			Check Sequence: 49	ACH Enabled: False
73334	T Cross Week 10.20.2016 40 hrs	672.00	12/02/2016	100-80-0050-620-00	
73597	T Cross Week 11.6.2016 32 hrs	537.60	12/02/2016	100-80-0050-620-00	
73677	T Cross Week 11.13.2016 32 hrs	537.60	12/02/2016	100-80-0050-620-00	
73749	T Cross Week 11.20.2016 37 hrs	621.60	12/02/2016	100-80-0050-620-00	
	Check Total:	2,368.80			
Vendor: 32950	Quality Art Inc			Check Sequence: 50	ACH Enabled: False
PS000375677	Sissors/Glitter/Glue Glitter/100 Glue stsicks	58.48	12/02/2016	100-48-0000-700-02	
	Check Total:	58.48			
Vendor: 33550	Recorded Books, Inc.			Check Sequence: 51	ACH Enabled: False
75437151	Recorded Books Audio	875.00	12/02/2016	100-48-0000-700-01	
	Check Total:	875.00			
Vendor: 33600	Red Wing Shoes			Check Sequence: 52	ACH Enabled: False
11479	C Vaughn Boots	118.99	12/02/2016	300-80-0081-469-00	
11602	J Archuleta Boots	110.49	12/02/2016	320-80-0082-469-00	
12236	T Jessen Boots	118.99	12/02/2016	320-80-0082-469-00	
12455	D Yergenson Boots	135.99	12/02/2016	100-80-0050-469-00	
	Check Total:	484.46			
Vendor: 2300	Republic Services, Inc. #884			Check Sequence: 53	ACH Enabled: False
788173	recycling ops center	5.27	12/02/2016	320-80-0082-771-01	
788173	recycling ops center	5.28	12/02/2016	300-80-0081-771-01	
	Check Total:	10.55			
Vendor: RCC	Riverside Communities CO-OP			Check Sequence: 54	ACH Enabled: False
11152016-1	2016 Landscape Maintenance Agreement	600.00	12/02/2016	100-80-0050-560-00	
	Check Total:	600.00			
Vendor: UB*01829	BRENT AND LYNETTE ROBERTS			Check Sequence: 55	ACH Enabled: False
	Refund Check	121.78	12/02/2016	300-00-0000-201-00	
	Refund Check	117.27	12/02/2016	320-00-0000-201-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	239.05			
Vendor: 34755 37503	Saint Alphonsus Physician Services Hep B L Davis	65.00	12/02/2016	300-80-0081-619-02	Check Sequence: 56 ACH Enabled: False
	Check Total:	65.00			
Vendor: 35610 37193	Shadow Embroidery and Screenprinting, Inc Logo Print Jacket D Yergenson	4.00	12/02/2016	100-80-0050-469-00	Check Sequence: 57 ACH Enabled: False
	Check Total:	4.00			
Vendor: UB*01825	TINA SHORTHOUSE				Check Sequence: 58 ACH Enabled: False
	Refund Check	29.20	12/02/2016	300-00-0000-201-00	
	Refund Check	29.20	12/02/2016	320-00-0000-201-00	
	Check Total:	58.40			
Vendor: 35800 8121176447	Shred-it Document destruction	93.53	12/02/2016	100-45-0000-619-00	Check Sequence: 59 ACH Enabled: False
	Check Total:	93.53			
Vendor: SIGNSFIT 11981	Signs 2 Fit 24x36 The Polar Express and winter closures sig	51.00	12/02/2016	100-48-0000-700-02	Check Sequence: 60 ACH Enabled: False
	Check Total:	51.00			
Vendor: 37350 October 2016	State Of Idaho October 2016 Inspection Services	6,375.21	12/02/2016	200-80-0084-619-09	Check Sequence: 61 ACH Enabled: False
	Check Total:	6,375.21			
Vendor: 40150 2160:04676145	Treasure Valley Coffee Co First aid supplies	17.70	12/09/2016	100-45-0000-500-00	Check Sequence: 62 ACH Enabled: False
	Check Total:	17.70			
Vendor: 40950 840839 840839 840840	United Oil Co Fuel Fuel Fuel	52.90 2,008.52 59.20	12/02/2016 12/02/2016 12/02/2016	100-45-0047-540-00 100-45-0000-540-00 100-48-0055-540-00	Check Sequence: 63 ACH Enabled: False
	Check Total:	2,120.62			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 41775	Verizon Wireless			Check Sequence: 64	ACH Enabled: False
9775426484	Cell phones	52.69	12/09/2016	100-45-0047-770-00	
9775426484	Cell phones	1,400.28	12/09/2016	100-45-0000-770-00	
	Check Total:	1,452.97			
Vendor: UB*01824	WAGON WORKS			Check Sequence: 65	ACH Enabled: False
	Refund Check	45.05	12/02/2016	320-00-0000-201-00	
	Check Total:	45.05			
Vendor: 43650	Western Building Maintenance			Check Sequence: 66	ACH Enabled: False
0096210	November service	254.00	12/02/2016	320-80-0082-600-00	
0096210	November service	254.01	12/02/2016	300-80-0081-600-00	
0096335	Carpet Cleaning Library City Hall	1,331.70	12/02/2016	100-80-0044-600-00	
	Check Total:	1,839.71			
Vendor: 43835	White Cloud Communications			Check Sequence: 67	ACH Enabled: False
15592	Equipment upfit - Unit #171	5,779.00	12/02/2016	100-45-0000-803-00	
15602	Install radar - Unit #166	297.50	12/02/2016	100-45-0000-565-00	
15619	Remove equipment - Unit #174	170.00	12/02/2016	100-45-0000-565-00	
	Check Total:	6,246.50			
Vendor: win911	WIN-911 Software			Check Sequence: 68	ACH Enabled: False
1611048921	Scada annual renewal 2017	247.50	12/02/2016	320-80-0082-612-00	
1611048921	Scada annual renewal 2017	247.50	12/02/2016	300-80-0081-612-00	
	Check Total:	495.00			
	Total for Check Run:	378,315.49			
	Total of Number of Checks:	68			

Accounts Payable

Computer Check Proof List by Vendor

User: pmattox
 Printed: 12/07/2016 - 9:27AM
 Batch: 00709.12.2016



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 100	A & B Lock And Key			Check Sequence: 1	ACH Enabled: False
52444	OPS Center Front Door lock maintenance	17.50	12/09/2016	320-80-0082-561-00	
52444	OPS Center Front Door lock maintenance	17.50	12/09/2016	300-80-0081-561-00	
	Check Total:	35.00			
Vendor: 250	A Company Inc - BOI			Check Sequence: 2	ACH Enabled: False
B-262318.332	Restrooms Rental	236.88	12/09/2016	100-80-0050-560-00	
	Check Total:	236.88			
Vendor: 200	ABC Stamp Co			Check Sequence: 3	ACH Enabled: False
494096	Name Plate - Nason	9.68	12/09/2016	220-80-0083-500-00	
497916	Ink - Black	5.84	12/09/2016	100-49-0000-500-00	
497925	Nametag - Susanna Smith	11.20	12/09/2016	100-41-0000-500-00	
	Check Total:	26.72			
Vendor: 1400	Ada County Treasurer			Check Sequence: 4	ACH Enabled: False
R1055420230	Annual Irrigation	7.00	12/09/2016	100-45-0000-771-01	
R1431980300	property tax City Hall	7.50	12/09/2016	100-80-0044-771-01	
R1431980400	property tax N Riverpoint DR	7.50	12/09/2016	100-80-0050-771-01	
R1431980500	property tax N Riverpoint DR	6.50	12/09/2016	100-80-0050-771-01	
R5461150070	property tax well 6	6.50	12/09/2016	300-80-0081-771-01	
R5739770455	property tax well 12	6.50	12/09/2016	300-80-0081-771-01	
R7334160034	property tax 49 & Alworth	6.50	12/09/2016	100-80-0050-771-01	
R7334160085	property tax E Creation & Alworth	6.50	12/09/2016	100-80-0050-771-01	
R7334160158	property tax 5005 N Alworth	6.50	12/09/2016	100-80-0050-771-01	
R7400550230	property tax Atwater Greenbelt	6.50	12/09/2016	100-80-0050-771-01	
R7400580170	property tax Atwater Greenbelt	6.50	12/09/2016	100-80-0050-771-01	
R7476260282	property tax Riverside Greenbelt	6.50	12/09/2016	100-80-0050-771-01	
R7476260286	property tax Riverside Greenbelt	6.50	12/09/2016	100-80-0050-771-01	
R7476260452	property tax Lakeview Greenbelt	6.50	12/09/2016	100-80-0050-771-01	
R7476310050	property tax Riverside Greenbelt	6.50	12/09/2016	100-80-0050-771-01	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
R7736320041	property tax Meadow Cr LS	6.50	12/09/2016	320-80-0082-771-01	
R8191505777	property tax Strawberry Glenn Rd Greenbelt	7.00	12/09/2016	100-80-0050-771-01	
R8191506538	property tax N Glenwood	6.50	12/09/2016	100-80-0050-771-01	
R8763270380	property tax N Duxbury Pier Greenbelt	6.50	12/09/2016	100-80-0050-771-01	
R8763270393	property tax N Duxbury Pier Greenbelt	6.50	12/09/2016	100-80-0050-771-01	
R9313130520	property tax Well 8	6.50	12/09/2016	300-80-0081-771-01	
R9529170002	property tax Riverside Greenbelt	6.50	12/09/2016	100-80-0050-771-01	
R9529170006	property tax Riverside Greenbelt	6.50	12/09/2016	100-80-0050-771-01	
R9529170290	property tax Well 9	6.50	12/09/2016	300-80-0081-771-01	
S0523244725	property tax Pebble Brook Greenbelt	6.50	12/09/2016	100-80-0050-771-01	
S0524438900	property tax N Glenwood	6.50	12/09/2016	100-80-0050-771-01	
S0525110110	property tax Westmorland Park	8.50	12/09/2016	100-80-0050-771-01	
S0525110111	property tax Westmorland Park	6.50	12/09/2016	100-80-0050-771-01	
S0525120600	property tax N Glenwood	6.50	12/09/2016	100-80-0050-771-01	
S0525120700	property tax Riverside Greenbelt	9.00	12/09/2016	100-80-0050-771-01	
S0527110107	property tax Well 10	6.50	12/09/2016	300-80-0081-771-01	
S0631120776	property tax E 49 Street Greenbelt	10.50	12/09/2016	100-80-0050-771-01	
	Check Total:	219.50			
Vendor: ALOHA 4947	Aloha Auto Repair, LLC LOF, rotate tires - Unit #163	55.99	12/09/2016	100-45-0000-565-00	Check Sequence: 5 ACH Enabled: False
	Check Total:	55.99			
Vendor: 3100 December 2016	Ameritas Vision Insurance December 2016 Premiums	882.28	12/09/2016	100-00-0000-202-16	Check Sequence: 6 ACH Enabled: False
	Check Total:	882.28			
Vendor: 3250 40268	Analytical Laboratories Inc BacT October	112.40	12/09/2016	300-80-0081-568-00	Check Sequence: 7 ACH Enabled: False
	Check Total:	112.40			
Vendor: ARBORD/ 2017	Arbor Day Foundation 2017 Annual Membership	15.00	12/09/2016	100-80-0050-560-00	Check Sequence: 8 ACH Enabled: False
	Check Total:	15.00			
Vendor: 5050 CL50562 CL50562 CL50562	Baird Oil FUEL FUEL FUEL	591.69 148.02 54.60	12/09/2016 12/09/2016 12/09/2016	320-80-0082-540-00 100-80-0050-540-00 320-80-0085-540-00	Check Sequence: 9 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
CL50562	FUEL	260.55	12/09/2016	300-80-0081-540-00	
	Check Total:	1,054.86			
Vendor: 26700	BLR			Check Sequence: 10	ACH Enabled: False
2912319	FLSA Handbook	536.99	12/09/2016	100-45-0000-643-00	
	Check Total:	536.99			
Vendor: 6300	Blue Cross Of Idaho			Check Sequence: 11	ACH Enabled: False
December 2016	December 2016 Premiums	85,921.47	12/09/2016	100-00-0000-202-11	
	Check Total:	85,921.47			
Vendor: 8650	Bureau Of Occupational License			Check Sequence: 12	ACH Enabled: False
WWC2-17430	G Weishaar Lic Renewal	30.00	12/09/2016	320-80-0082-643-00	
	Check Total:	30.00			
Vendor: 33100	Century Link			Check Sequence: 13	ACH Enabled: False
102B	OPS Center fire alarm	23.83	12/09/2016	300-80-0081-770-00	
102B	OPS Center fire alarm	23.82	12/09/2016	320-80-0082-770-00	
2083214393002B	EOC line	48.95	12/09/2016	100-45-0000-770-00	
801B	OPS Center Phones	132.76	12/09/2016	320-80-0082-770-00	
801B	OPS Center Phones	132.77	12/09/2016	300-80-0081-770-00	
	Check Total:	362.13			
Vendor: 13100	Custom Electric Inc.			Check Sequence: 14	ACH Enabled: False
7536	Booster Station Door Security system troublesho	170.00	12/09/2016	300-80-0081-568-00	
7537	Meadow Creek LS Pump Failures troubleshoot	170.00	12/09/2016	320-80-0082-568-00	
	Check Total:	340.00			
Vendor: 13300	D & B Supply			Check Sequence: 15	ACH Enabled: False
51190	Sand Bags - Unit #117	21.96	12/09/2016	100-45-0047-565-00	
61541	Diesel additive	11.98	12/16/2016	100-45-0000-565-00	
	Check Total:	33.94			
Vendor: 13550	Dash Medical Gloves Inc			Check Sequence: 16	ACH Enabled: False
1026600	Gloves	548.10	12/09/2016	100-45-0000-500-00	
	Check Total:	548.10			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 14100 December 2016	Delta Dental Of Idaho December 2016 Premiums	5,517.26	12/09/2016	Check Sequence: 17 100-00-0000-202-11	ACH Enabled: False
	Check Total:	5,517.26			
Vendor: 14450 20170578-Q2	DEQ Assessed Connections 2nd Quarter	3,446.25	12/09/2016	Check Sequence: 18 300-80-0081-635-00	ACH Enabled: False
	Check Total:	3,446.25			
Vendor: 15455 F170291	Edmark Auto Inc 2017 Chevy Silverado 1500 - Water Division	22,865.29	12/09/2016	Check Sequence: 19 310-80-0081-803-00	ACH Enabled: False
	Check Total:	22,865.29			
Vendor: EBR 1178	Employee Benefit Resources December 2016 Services	2,100.00	12/09/2016	Check Sequence: 20 100-41-0000-679-00	ACH Enabled: False
	Check Total:	2,100.00			
Vendor: 16450 13155-11 13156-8 13159-14	Evergreen Sprinkler Garrett Water Meter relocation project Garrett Water Meter relocation project Waterfront Park sprinkler parts	19.22 4.80 17.75	12/09/2016 12/09/2016 12/09/2016	Check Sequence: 21 300-80-0081-568-00 300-80-0081-568-00 100-80-0050-560-00	ACH Enabled: False
	Check Total:	41.77			
Vendor: 16550 CD1708030896	Experian Credit reports	27.48	12/16/2016	Check Sequence: 22 100-45-0000-619-00	ACH Enabled: False
	Check Total:	27.48			
Vendor: FSI 201505	F&S Interiors Inc Exterior Building Repair - Suspect Vehicle Crasf	835.00	12/09/2016	Check Sequence: 23 100-45-0000-561-00	ACH Enabled: False
	Check Total:	835.00			
Vendor: 17050 0646404	Ferguson Enterprises Inc 21-5/8" meters,2-1" meters	4,317.07	12/09/2016	Check Sequence: 24 300-80-0081-568-00	ACH Enabled: False
	Check Total:	4,317.07			
Vendor: 17250 46734	Fire Extinguisher Co Inc. 13 Fire Extinguisher Service City Hall	221.00	12/09/2016	Check Sequence: 25 100-80-0044-561-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	221.00			
Vendor: 17265	Fisher's Document Systems, Inc.			Check Sequence: 26	ACH Enabled: False
502146	Plotter Paper	31.65	12/09/2016	220-80-0083-500-00	
502146	Plotter Paper	31.65	12/09/2016	300-80-0081-500-00	
502146	Plotter Paper	31.65	12/09/2016	320-80-0082-500-00	
	Check Total:	94.95			
Vendor: 39500	Gale/CENAGE Learning			Check Sequence: 27	ACH Enabled: False
59387128	Books	43.50	12/09/2016	100-48-0000-700-01	
59395189	Books	46.18	12/09/2016	100-48-0000-700-01	
59419943	Books	44.24	12/09/2016	100-48-0000-700-01	
	Check Total:	133.92			
Vendor: 17850	Garden City Chamber Of Commer.			Check Sequence: 28	ACH Enabled: False
1174	Evans/Smith - Chamber Luncheon	24.00	12/09/2016	100-41-0000-642-00	
	Check Total:	24.00			
Vendor: GEMTEK	Gemtek			Check Sequence: 29	ACH Enabled: False
229632	Pest control	121.50	12/16/2016	100-45-0000-561-00	
	Check Total:	121.50			
Vendor: 20159	Home Depot Credit Services			Check Sequence: 30	ACH Enabled: False
4933	Electical parts and supplies Library project	131.99	12/09/2016	100-80-0044-561-00	
4933	Greenbelt trash can	64.98	12/09/2016	100-80-0050-560-00	
4933	supplies	18.98	12/09/2016	100-80-0044-561-00	
4933	supplies	13.20	12/09/2016	100-80-0044-561-00	
4933	MS 2 Supplies Graffiti removal	191.55	12/09/2016	320-80-0082-568-00	
4933	construction supplies	25.97	12/09/2016	320-80-0082-568-00	
4933	LED Lights	116.81	12/09/2016	100-80-0044-561-00	
4933	ACHD 37 Street Water Line Repair	23.55	12/09/2016	300-80-0081-568-00	
4933	supplies	37.98	12/09/2016	100-80-0044-561-00	
4933	Wall repair paint	16.95	12/09/2016	100-45-0000-561-00	
4933	construction supplies	25.97	12/09/2016	300-80-0081-568-00	
	Check Total:	667.93			
Vendor: 21950	Idaho Power Co			Check Sequence: 31	ACH Enabled: False
2200067789	MS 8	9.93	12/09/2016	320-80-0082-771-02	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2200585392	Pyparay SUB Street Lights	2.06	12/09/2016	100-80-0060-771-02	
2201724263	38 Street Lights	31.26	12/09/2016	100-80-0060-771-02	
2201724263	OPS Center Office & Shop	187.70	12/09/2016	300-80-0081-771-02	
2201724263	OPS Center Office & Shop	187.69	12/09/2016	320-80-0082-771-02	
2201724263	Well 4	2,810.62	12/09/2016	300-80-0081-771-02	
2201749674	PWSF	65.66	12/09/2016	300-80-0081-771-02	
2201749674	Well 10	769.39	12/09/2016	300-80-0081-771-02	
2201749674	Well 8	453.13	12/09/2016	300-80-0081-771-02	
2201749674	Street Lights A,B & C	4,868.22	12/09/2016	100-80-0060-771-02	
2201749674	Woods LS	17.33	12/09/2016	320-80-0082-771-02	
2201749674	Duck Lake LS	236.48	12/09/2016	320-80-0082-771-02	
2201749674	46 Street Booster Station	403.77	12/09/2016	300-80-0081-771-02	
2201749674	PWSF	65.66	12/09/2016	320-80-0082-771-02	
2201749674	MS 9	6.53	12/09/2016	320-80-0082-771-02	
2201749674	Shenandoah LS	57.42	12/09/2016	320-80-0082-771-02	
2201749674	MS 4	14.03	12/09/2016	320-80-0082-771-02	
2201749674	MS 5	9.93	12/09/2016	320-80-0082-771-02	
2201749674	Well 7	485.45	12/09/2016	300-80-0081-771-02	
2201749674	Well 6	50.57	12/09/2016	300-80-0081-771-02	
2201749674	City Hall	1,312.81	12/09/2016	100-80-0044-771-02	
2201749674	Meadowcr.LS	65.82	12/09/2016	320-80-0082-771-02	
2201749674	Well 12	35.16	12/09/2016	300-80-0081-771-02	
2201749674	MS 3	7.11	12/09/2016	320-80-0082-771-02	
2201749674	MS 7	6.41	12/09/2016	320-80-0082-771-02	
2201749674	MS 2	11.23	12/09/2016	320-80-0082-771-02	
2201749674	MS 1	14.03	12/09/2016	320-80-0082-771-02	
2201749674	Well 5	240.99	12/09/2016	300-80-0081-771-02	
2201749674	Adams Street Light meter	3.59	12/09/2016	100-80-0060-771-02	
2201749674	Orchard sprinkler box	1.67	12/09/2016	100-80-0050-771-02	
2201749674	Ruby LS	193.42	12/09/2016	320-80-0082-771-02	
2203471038	Mystic cove park	5.35	12/09/2016	100-80-0050-771-02	
2204393348	MS 10	10.28	12/09/2016	320-80-0082-771-02	
2204703603	Well 13	2,044.89	12/09/2016	300-80-0081-771-02	
2205896794	Well 9	127.55	12/09/2016	300-80-0081-771-02	
2206558518	Riverfront Park restrooms	32.11	12/09/2016	100-80-0050-771-02	
2220030205	36-Street Lights	38.88	12/09/2016	100-80-0060-771-02	
	Check Total:	14,884.13			
Vendor: 22150	Idaho State Bar			Check Sequence: 32	ACH Enabled: False
2017	Wadams - 2017 License	510.00	12/09/2016	100-49-0000-643-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	510.00			
Vendor: 22350	Idaho Transportation Department			Check Sequence: 33	ACH Enabled: False
Chevy 174	New Veh registration 174	23.00	12/09/2016	300-80-0081-565-00	
	Check Total:	23.00			
Vendor: 22850	Ingram Library Service			Check Sequence: 34	ACH Enabled: False
64134402	Books	11.77	12/09/2016	100-48-0000-800-00	
64134403	Books	26.51	12/09/2016	100-48-0000-800-00	
64134404	Books	23.90	12/09/2016	100-48-0000-800-00	
64134538	Books	9.83	12/09/2016	100-48-0000-800-00	
64134540	Books	48.76	12/09/2016	100-48-0000-800-00	
64134541	Books	7.26	12/09/2016	100-48-0000-800-00	
64134542	Books	10.40	12/09/2016	100-48-0000-800-00	
64134543	Books	22.71	12/09/2016	100-48-0000-800-00	
64134600	Books	70.14	12/09/2016	100-48-0000-800-00	
64134601	Books	111.77	12/09/2016	100-48-0000-800-00	
64134602	Books	40.42	12/09/2016	100-48-0000-800-00	
64134603	Books	18.56	12/09/2016	100-48-0000-800-00	
64134604	Books	19.12	12/09/2016	100-48-0000-800-00	
64134605	Books	107.86	12/09/2016	100-48-0000-800-00	
64134650	Books	9.28	12/09/2016	100-48-0000-800-00	
64134651	Books	10.40	12/09/2016	100-48-0000-800-00	
64134652	Books	11.52	12/09/2016	100-48-0000-800-00	
64134875	Books	202.21	12/09/2016	100-48-0000-800-00	
64134876	Books	8.57	12/09/2016	100-48-0000-800-00	
66773917	Books	18.58	12/09/2016	100-48-0000-800-00	
66773918	Books	16.81	12/09/2016	100-48-0000-800-00	
66773919	Books	15.07	12/09/2016	100-48-0000-800-00	
66773920	Books	29.41	12/09/2016	100-48-0000-800-00	
66775219	Books	8.16	12/09/2016	100-48-0000-800-00	
	Check Total:	859.02			
Vendor: 23050	Intermountain Gas Co			Check Sequence: 35	ACH Enabled: False
2230430005	PWSF	84.87	12/09/2016	300-80-0081-771-03	
2230430005	PWSF	84.86	12/09/2016	320-80-0082-771-03	
2230430005	OPS Center	20.60	12/09/2016	300-80-0081-771-03	
2230430005	Police Station	181.73	12/09/2016	100-45-0000-771-03	
2230430005	well 5	2.06	12/09/2016	300-80-0081-771-03	
2230430005	OPS Center	20.59	12/09/2016	320-80-0082-771-03	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2230430005	well 10	5.39	12/09/2016	300-80-0081-771-03	
2230430005	City Hall	376.56	12/09/2016	100-80-0044-771-03	
	Check Total:	776.66			
Vendor: 24350	Kustom Signals			Check Sequence: 36	ACH Enabled: False
534749	Radar cable - Unit #123	73.00	12/09/2016	100-45-0000-565-00	
	Check Total:	73.00			
Vendor: LFG	Lincoln Financial Group			Check Sequence: 37	ACH Enabled: False
December 2016	December 2016 Premiums	1,254.74	12/09/2016	100-00-0000-202-10	
	Check Total:	1,254.74			
Vendor: LFG2	Lincoln Financial Group - Vol			Check Sequence: 38	ACH Enabled: False
December 2016	December 2016 Premiums	459.04	12/09/2016	100-00-0000-202-10	
	Check Total:	459.04			
Vendor: 26750	M2 Automation & Control Services			Check Sequence: 39	ACH Enabled: False
7988	50 Key Cards for New System	250.00	12/09/2016	100-52-0000-500-00	
	Check Total:	250.00			
Vendor: 27550	Metroquip Inc			Check Sequence: 40	ACH Enabled: False
00034303	1" Union Ball Valves -2	888.35	12/09/2016	320-80-0082-568-00	
	Check Total:	888.35			
Vendor: MIDWEST	Midwest Tape			Check Sequence: 41	ACH Enabled: False
94520926	WIDESCREEN DVD	73.97	12/09/2016	100-48-0000-800-00	
	Check Total:	73.97			
Vendor: MIRACLE	Miracle Tire			Check Sequence: 42	ACH Enabled: False
34675	4 tires - Unit #163	594.37	12/09/2016	100-45-0000-565-00	
	Check Total:	594.37			
Vendor: NCPERS	NCPERS Idaho			Check Sequence: 43	ACH Enabled: False
December 2016	December 2016 Premiums - C2401216	32.00	12/09/2016	100-00-0000-202-25	
	Check Total:	32.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 29050 10400	Net Transcripts Inc Transcription DR 2016-03085	984.33	12/09/2016	Check Sequence: 44 100-45-0000-619-00	ACH Enabled: False
	Check Total:	984.33			
Vendor: 29400 19830164 19830164	Norco Inc Wielding Gas Wielding Gas	90.99 90.99	12/09/2016 12/09/2016	Check Sequence: 45 320-80-0082-568-00 300-80-0081-568-00	ACH Enabled: False
	Check Total:	181.98			
Vendor: OREILLY 2793-210300	O'Reilly Automotive Stores, Inc. Windshield fluid	10.36	12/16/2016	Check Sequence: 46 100-45-0000-565-00	ACH Enabled: False
	Check Total:	10.36			
Vendor: 29850 880889818001 880889893001	Office Depot Inc Office supplies Office supplies	71.73 51.02	12/09/2016 12/09/2016	Check Sequence: 47 100-45-0000-500-00 100-45-0000-500-00	ACH Enabled: False
	Check Total:	122.75			
Vendor: 29855 495521 495522 530106	Office Max Desk Calendar Desk Calendar Cleaning Supplies	8.41 12.29 9.09	12/09/2016 12/09/2016 12/09/2016	Check Sequence: 48 200-80-0084-500-00 100-51-0010-500-00 100-41-0000-500-00	ACH Enabled: False
	Check Total:	29.79			
Vendor: ORION 18238 18295 18319MSA 18573	Orion Integration Group City Hall Backup PD backup November Managed agreement City Hall storage	3,483.24 150.00 4,709.90 480.95	12/09/2016 12/09/2016 12/09/2016 12/09/2016	Check Sequence: 49 100-52-0000-612-00 100-52-0000-612-00 100-52-0000-612-00 100-52-0000-612-00	ACH Enabled: False
	Check Total:	8,824.09			
Vendor: 33550 75445171 75445468	Recorded Books, Inc. Renewal category 2 1 year multiple use eMagazine	800.00 474.32	12/09/2016 12/09/2016	Check Sequence: 50 100-48-0000-700-01 100-48-0000-700-01	ACH Enabled: False
	Check Total:	1,274.32			
Vendor: SIGNSFIT 12007	Signs 2 Fit 24x36 Dec / Jan Poster laminated	30.00	12/09/2016	Check Sequence: 51 100-48-0000-700-02	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	30.00			
Vendor: 37600 3127	Sterling Battery Co 157 Battery	104.95	12/09/2016	Check Sequence: 52 320-80-0082-565-00	ACH Enabled: False
	Check Total:	104.95			
Vendor: TRANSU 476016	TransUnion Risk On line data base	110.25	12/09/2016	Check Sequence: 53 100-45-0000-619-00	ACH Enabled: False
	Check Total:	110.25			
Vendor: 40950 841968 841968	United Oil Co Fuel Fuel	40.20 1,824.94	12/09/2016 12/09/2016	Check Sequence: 54 100-45-0047-540-00 100-45-0000-540-00	ACH Enabled: False
	Check Total:	1,865.14			
Vendor: 40550 3670	UPS Store #1767 Evidence to Salt Lake PD	12.14	12/16/2016	Check Sequence: 55 100-45-0000-526-00	ACH Enabled: False
	Check Total:	12.14			
Vendor: 41460 A199694 A199694	Utility Trailer Sales of Idaho, Inc. 119 parts 119 parts	12.05 12.05	12/09/2016 12/09/2016	Check Sequence: 56 320-80-0082-565-00 300-80-0081-565-00	ACH Enabled: False
	Check Total:	24.10			
Vendor: 41775 9773847836 9773847836 9773847836 9773847836 9773847836 9775518729 9775518729 9775518728 9775518728 9775518728 9775518728 9775518728	Verizon Wireless Cell Phones October Cell Phones October Cell Phones/Wireless Cards October Cell Phones October Cell Phones October Wadams - Cell Phone Evans - Cell Phone/iPad Cell Phones November Cell Phones/Wireless Cards November Cell Phones November Cell Phones November Cell Phones November	117.69 155.39 451.95 115.38 239.04 52.69 108.62 155.39 451.95 117.69 239.04 115.38	12/09/2016 12/09/2016 12/09/2016 12/09/2016 12/09/2016 12/09/2016 12/09/2016 12/09/2016 12/09/2016 12/09/2016 12/09/2016 12/09/2016	Check Sequence: 57 100-80-0050-770-00 100-52-0000-770-00 300-80-0081-770-00 320-80-0085-770-00 320-80-0082-770-00 100-49-0000-770-00 100-41-0000-770-00 100-52-0000-770-00 300-80-0081-770-00 100-80-0050-770-00 320-80-0082-770-00 320-80-0085-770-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,320.21			
Vendor: 43835 15648	White Cloud Communications Transfer equipment to new helmet	127.50	12/16/2016	100-45-0000-569-00	Check Sequence: 58 ACH Enabled: False
	Check Total:	127.50			
	Total for Check Run:	167,524.87			
	Total of Number of Checks:	58			



CITY OF GARDEN CITY

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

TO: Mayor and Council

FROM: Charles I. Wadams, City Attorney

DATE: 12/7/2016

SUBJECT: Validation/Vacation Proceedings regarding whether to either validate sewer lines as an easement, and/or to abandon, vacate, or reclassify sewer lines located under 2900 W. Chinden Boulevard, Parcel #1983 of Blocks 36-38-41 of Fairview Acres Subdivision 5, Ada County Parcel R2734541990, Garden City, Ada County, Idaho

ACTION REQUIRED: Within the City Council's discretion.

RECOMMENDATION: Adoption of Findings of Fact and Conclusion of Law.

FISCAL IMPACT/BUDGET IMPLICATIONS: There may be reduced maintenance costs.

BACKGROUND: Garden City has owned three sewer main lines, as part of its sewer system, which run directly under the property at 2900 W. Chinden Boulevard. Two of the sewer main lines run under the building(s) at 2900 W. Chinden Boulevard, and one of the sewer main lines does not run under the building(s). These sewer main lines are an integrated part of Garden City's sewer system.

Initially, staff was recommending the City Council undertake a combined validation and abandonment/vacation proceeding regarding four sewer main lines that run directly under the property at 2900 W. Chinden Boulevard. However, after further review, staff is now recommending the Council not consider one sewer line at the west end of the Riverside Hotel, which is connected to another user of the integrated sewer system.

Current information indicates that the sewer lines located within the property at 2900 W. Chinden Boulevard were installed during the original development of Garden City with no recorded easements. Blocks including 36-38-41 of Fairview Acres Subdivision 5 were initially surveyed and platted in 1946. In 1946, Blocks 36 through 41 were platted for residential housing. In the 1946 plat, it appears as if the owner dedicated the streets and alleys for public use, but reserved the right to construct and use pipelines, conduits,

and ditches for irrigation and water for domestic use, on, under, and perhaps across each of the streets and alleys.

In 1952, 1953, and 1954, the Village of Garden City constructed a municipal water works system to serve the property owners and residents within the City, and there was a necessity for the construction and installation of water mains and pipe lines to convey water under what is now described as 2900 W. Chinden Boulevard. The owners of the property signed "Water Line Easements," which intended to grant the Village of Garden City perpetual easements for the construction and maintenance of the water lines. The dedications were notarized but evidently not recorded.

It appears the property at 2900 W. Chinden Boulevard, including any and all existing streets, above the utility lines, was privately redeveloped at one point in time, and the underlying utilities were not properly or completely conveyed by Garden City to the new property owner. The Rodeway Inn was located at 2900 W. Chinden Boulevard in 1969. On June 10, 1969, the Rodeway Inn signed an Agreement regarding the City of Garden City and domestic water and sewer.

Among other things, the 1969 Agreement states:

Rodeway understands and agrees that the sewer and water lines under that portion of the East Thirtieth and Thirty-First Streets in Garden City, Idaho, which have heretofore been abandoned and vacated by Garden City are now a part of the property owned by Rodeway and that Rodeway is responsible for their maintenance.

. . . .

Rodeway agrees to execute to the City of Garden City, Idaho, an easement or right-of-way to relocate and maintain the sewer line on the property of Rodeway which was formerly under Osage Alley, said easement or right-of-way to be used by Garden City if it becomes necessary, in the opinion of the City Engineer of Garden City, to do so.

It appears that the 1969 Agreement with the Rodeway Inn was not recorded.

In 1993 the Red Lion Hotel was at 2900 W. Chinden Boulevard. Riverside Hospitality LLC currently owns the Riverside Hotel, which is located at 2900 W. Chinden Boulevard, Garden City. The facility is a full service resort style hotel. The sewer lines in question serve only the Riverside Hotel. Garden City has inspected and cleaned the aforementioned sewer lines during the past ten (10) years, and has noticed no major flaws in the line. Garden City cleaning records indicate that the City has done maintenance on the three sewer lines in 2010, several times in 2011, several times in 2012, and several times in 2014.

Riverside Hospitality LLC has agreed to accept ownership of the three sewer main lines that run directly under the property at 2900 W. Chinden Boulevard. The ownership agreement does not extend outside the property lines of 2900 W. Chinden Boulevard, does not include what is known as the "Boise interceptor," and is conditional upon Garden City formally vacating any and all of its easements related to the three sewer main lines. Riverside Hospitality LLC wanted to repair the sewer main line(s) under 2900 W. Chinden Boulevard.

Moreover, Riverside Hospitality LLC has agreed to properly maintain the three sewer main lines under 2900 W. Chinden Boulevard, and retain the lines as an integrated part of Garden City's sewer system. Riverside Hospitality LLC has also agreed to take all reasonable steps to avoid damage to Garden City's sewer system, and pay for any damage done to Garden City's sewer system caused by Riverside Hospitality LLC's negligence or lack of maintenance.

On October 10, 2016, this Council passed Resolution No. 1019-16, which declared the intention to either validate the three sewer lines as a public easement, and/or to abandon, vacate, or reclassify the three sewer lines. The public hearing on November 14, 2016 was timely and properly noticed, including: (1) public notice 30 days in advance of the hearing; (2) publication in the local daily newspaper three times, the last notice published at least 5 but not more than 21 days prior to the hearing; (3) 30-day notice, by U.S. mail, to owners of record (per City assessor's tax rolls) of land abutting the subject property; (4) 30-day notice, by U.S. mail, to known owners and operators of any underground facility within the right-of-way; and (5) notice, by U.S. mail, to any persons requesting such notice within three working days of receiving the requests.

ANALYSIS: Generally speaking, an easement is a right of use, falling short of ownership, and usually for a certain stated purpose. I.C. § 50-1301(1). There are appurtenant easements and easements in gross. *Hoch v. Vance*, 155 Idaho 636, 315 P.3d 824 (2013). Appurtenant easements run with the land, and easements in gross are a personal right.

A public easement is created for the public's benefit and not just private individuals. *Schneider v. Howe*, 142 Idaho 767, 772, 133 P.3d 1232, 1237 (2006). Conversely, a private easement is for the benefit of private parties. *Beckstead v. Price*, 146 Idaho 57, 68, 190 P.3d 876, 887 (2008). Land can either be dedicated to the public or to private persons, but a public dedication must be demonstrated with clear intent. *Rowley v. Ada Cty. Highway Dist.*, 156 Idaho 275, 322 P.3d 1008 (2014).

A "utility easement" could be a private easement in gross for a utility company or municipality or it could be a public utility easement, depending on the dedication language. *Id.* A utility easement typically involves giving easement rights to a utility company or the local municipality (city, county, or state) in general. These easements are typically described in the property deed and include a map defining the area to which the utility or municipality is entitled. In the case of a utility easement, the property

owner can use the property however they choose, as long as they do not interfere with the utility company or municipality's use.

A right of way is a type of easement that allows a person to pass through another's land. Typically, a right of way easement is a roadway or pathway for travel through another's property that benefits a particular person or benefits another parcel of land. *Idaho-Iowa Lateral & Reservoir Co. v. Fisher*, 27 Idaho 695, 151 P. 998 (1915). Other easements include pedestrian easements, public roadway easements, private access easements, conservation easements, solar easements, storm drain easements, sidewalk easements, and dead end easements. *Greenfield v. Wurmlinger*, 158 Idaho 591, 349 P.3d 1182 (2015) *Volco, Inc. v. Lickley*, 126 Idaho 709, 709, 889 P.2d 1099, 1099 (1995); I.C. §§ 31-808; 55-615.

Within this context, there are several types of easements: (1) express easements; (2) implied easements (quasi-easements / easements by implication; easements by necessity; and easements by estoppel); and (3) prescriptive easements.

(1) Express Easement:

An express easement is an interest in real property, and it may only be created by a written instrument. *Machado v. Ryan*, 153 Idaho 212, 216, 280 P.3d 715, 719 (2012). At a minimum, a valid express easement must identify the land subject to the easement and express the intent of the parties. Thus, while specific words are not required to create an express easement, the writing must make clear the parties' intention to establish a servitude. *Coward v. Hadley*, 150 Idaho 282, 246 P.3d 391 (2010).

(2) Implied Easements:

(a) Quasi-Easement/Easement by Implication:

An easement by implication requires a showing of (1) unity of title and subsequent separation by grant of the dominant estate; (2) apparent continuous use of an access; and (3) reasonable necessity for an easement. This doctrine presumes that if an access was in use at the time of severance, such use was meant to continue. Strict necessity is not required to establish an implied easement by prior use. The party seeking to establish the easement must prove reasonable necessity. Reasonable necessity is something less than the great present necessity required for an easement implied by necessity. *Capstar Radio Operating Co. v. Lawrence*, 153 Idaho 411, 414, 283 P.3d 728, 731 (2012). Where the owner of an entire tract employs a part thereof so that he derives from the other a benefit or advantage of a continuous and apparent nature, and sells the one in favor of which such continuous and apparent quasi easement exists, such easement being necessary to the reasonable enjoyment of the property granted, passes to the grantee by implication. *Johnson v. Gustafson*, 49 Idaho 376, 379, 288 P. 427, 428 (1930).

(b) Implied Easement by Necessity:

In order to establish the existence of an implied easement by necessity, the claimant must prove (1) unity of title and subsequent separation of the dominant and servient estates; (2) necessity of the easement at the time of severance; and (3) great present necessity for the easement. Reasonable necessity is sufficient to satisfy the second element. Reasonable necessity is something less than great present necessity. A reasonable necessity for an easement may exist even if the property is not landlocked. In determining whether reasonable necessity exists, a trial court must balance the respective convenience, inconvenience, costs, and other pertinent facts. Reasonable necessity may exist even where there is a possibility for alternate access. *Machado v. Ryan*, 153 Idaho 212, 216, 280 P.3d 715, 719 (2012).

(c) Easement by Estoppel:

Easements by estoppel are rare, and require a showing of some sort of agreement and a long duration during which the parties either acquiesced to the agreement or enjoyed its benefits, to the point where an equity court would hold that they were stopped from denying the easement. *Smylie v. Pearsall*, 93 Idaho 188, 457 P.2d 427 (1969).

(3) Prescriptive Easement:

In order to establish an easement by prescription, a claimant must prove use of the subject property that is (1) open and notorious, (2) continuous and uninterrupted, (3) adverse and under a claim of right, (4) with the actual or imputed knowledge of the owner of the servient tenement (5) for the statutory period of five years. Idaho Code Ann. § 5-203. A prescriptive right cannot be granted if the use of the servient tenement is by permission of its owner, because the use, by definition, is not adverse to the rights of the owner. Indeed, the rule is well established that no use can be considered adverse or ripen into a prescriptive right unless it constitutes an actual invasion of or infringement on the rights of the owner. *Hughes v. Fisher*, 142 Idaho 474, 478, 129 P.3d 1223, 1227 (2006).

A private easement may be created by express agreement, by implication, or by prescription. *Elder v. Nw. Timber Co.*, 101 Idaho 356, 357, 613 P.2d 367, 368 (1980). A public easement may also be created by express agreement, by implication, or by prescription. *Gore v. Blanchard*, 96 Vt. 234, 118 A. 888 (1922); *Buttolph v. Eriksson*, 160 Vt. 618, 648 A.2d 824 (1993); *Ruby Drilling Co. v. Billingsly*, 660 P.2d 377 (Wyo. 1983); *Restatement § 2.13 Servitudes Implied from Map or Boundary Reference*.

Idaho Code requires that if an easement within the boundaries of a city is to be vacated, it shall be vacated in the same manner as streets. I.C. § 50-1325

In the instant case, doubt exists as to the legal establishment or evidence of establishment of an easement, for all of the three sewer main lines that run directly under the property at 2900 W. Chinden Boulevard, because of omission or defect. It

appears that the City actually owned the three sewer lines and provided maintenance to them, and the land owner(s) never denied access to the City.

2900 W. Chinden Boulevard is located where residential housing was platted in 1946 and later built. 2900 W. Chinden Boulevard is also located where 30th and 31st Streets were previously located. In the 1946 plat, it appears as if the owner dedicated the streets and alleys for public use, but reserved the right to construct and use pipelines, conduits, and ditches for irrigation and water for domestic use, on, under, and perhaps across each of the streets and alleys.

The unrecorded "Water Line Easements" from the 1950s, intending to grant the City perpetual utility easements, do not appear to address the current three sewer lines. The Rodeway Inn was located at 2900 W. Chinden Boulevard in 1969, and signed an agreement that was never recorded. The sewer lines referenced in the 1969 agreement do not appear to be the instant three sewer lines. The easements granted by the Red Lion and Double Tree Hotel also do not appear to be for the three sewer lines in question.

Based on the data provided, there appears to be no quasi-easement/easement by implication, implied easement by necessity, or easement by estoppel. Likewise, there is no prescriptive easement in the instant case. Garden City is willing to transfer ownership of the three sewer lines to Riverside Hospitality LLC, and Riverside Hospitality LLC is willing to accept ownership and maintenance responsibilities. There is no known dispute about these sewer lines, and there is no claimant to an easement.

Where there is doubt about whether there is an easement, it is recommended that the City Council undertake a combined validation and abandonment/vacation proceeding, and the Council is doing so. If the City Council determines there is not an easement for the three sewer lines, it should decide not to validate, and it does not need to determine whether to retain the easement or abandon it. Conversely, if the City Council determines that there is an easement, it is recommended that it then determine whether to retain the easement or abandon it. If the City Council is unsure if there is an easement, it is up to the Council's discretion on whether to proceed to vacation proceedings.

The Council conducted a public evidentiary hearing on November 14, 2016. Thereafter, the Council tabled or postponed this agenda item for adoption of Findings of Fact and Conclusion of Law, as the Title Search that I ordered had not yet been completed. The Title Search has since been received by staff.

The Title Search reveals several things. First, in 1969, a Quitclaim Deed and several Ordinances were recorded, which conveyed to the Rodeway Inn title and interest in a portion of Osage Alley, East Thirtieth Street, and East Thirty-First Street, and abandoned and vacated all right, title and interest Garden City had to that property. The three sewer lines currently at issue would have run under Osage Alley, East Thirtieth

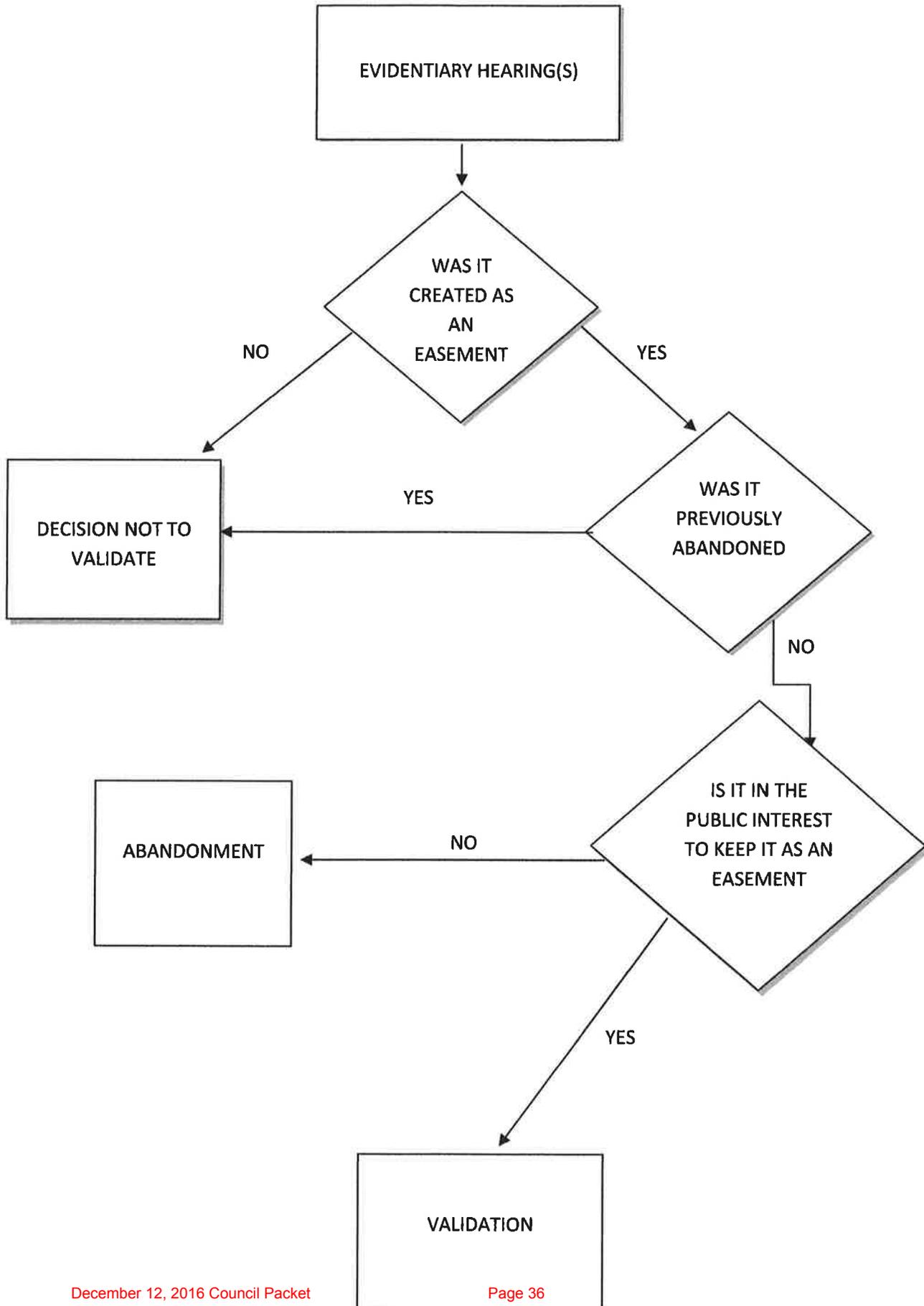
Street, and East Thirty-First Street. This information had previously not been contained in Garden City's records provided to me.

Second, the Title Search indicates that in 1992 and 1993, the City of Boise and City of Garden City acquired a permanent easement and right-of-way for underground sewer lines and mains. Staff has indicated this easement is for what is known as the "Boise Interceptor." Instrument No. 9309863 includes a 33 foot wide permanent easement and right-of-way for sewer lines, granted to both the City of Boise City and the City of Garden City.

While Boise City owns and maintains the "Boise interceptor," it was built adjacent to a separate sewer line owned by Garden City since perhaps the 1950s. This written instrument creates an express easement, and the width of the easement also includes one of the sewer lines in the case at hand. The City Engineer has recommended that the City vacate and abandon its interest in this easement, keeping ownership and maintenance responsibilities of the "Boise interceptor" with the City of Boise.

In addition to the legal and public notice previously provided on this agenda item, I have initiated correspondence with both a representative and an attorney for Riverside Hospitality LLC to verify they know about this proceeding. I have also initiated correspondence with an attorney in the Boise City Attorney's Office to verify Boise City is aware of staffs' recommendation. I have received no objection or concerns from either Riverside Hospitality LLC or the Boise City Attorney's Office regarding the proposed Findings of Fact and Conclusions of Law. Accordingly, I am recommending adoption of the proposed Findings of Fact and Conclusion of Law.

**FLOW CHART ON THE DECISION MAKING PROCESS FOR EASEMENT
VALIDATION/ABANDONMENT PROCEEDINGS**



BEFORE THE CITY COUNCIL
GARDEN CITY, ADA COUNTY, IDAHO

In the Matter of:)	EASFY2017-1
)	
Easement Validation/Vacation Proceedings)	FINDINGS OF FACT
For Sewer Lines Located Under 2900 W.)	AND CONCLUSIONS
Chinden Boulevard, Garden City, Ada,)	OF LAW
<u>Idaho</u>)	

THIS MATTER, coming on regularly for hearing on the dates herein referenced and pursuant to Idaho Code § 50-1325, the City Council of the City of Garden City does hereby make and set forth their Findings of Fact and Conclusions of Law.

**I.
INTRODUCTION**

At a properly noticed public meeting held at the Council Chambers of the City of Garden City on October 10, 2016, the City Council passed Resolution No. 1019-16, declaring the intention to either validate sewer lines as a public easement, and/or to abandon, vacate, or reclassify sewer lines located under 2900 W. Chinden Boulevard, Garden City, Ada County, Idaho. The Resolution was on the agenda for the October 10, 2016 City Council Meeting, to ensure that the public and the owner of 2900 W. Chinden Boulevard was informed of the Council's intent.

A hearing was scheduled to be conducted on November 14, 2016, to take evidence with respect to 2900 W. Chinden Boulevard. Prior to the hearing, a notice of the proceeding was mailed to ensure that the public and appropriate landowners were informed of the applicable procedures. After the public hearing on November 14, 2016, the Council postponed the matter, as the requested Title Search for the property had not been received at that time. A hearing was thereafter scheduled to be held on December 12, 2016.

2900 W. Chinden Boulevard is located on Parcel #1983 of Blocks 36-38-41 of Fairview Acres Subdivision 5, Ada County Parcel R2734541990, Garden City, Ada County, Idaho. Relevant to this proceeding, Garden City has owned three sewer main lines, as part of its sewer system, which run directly under the property at 2900 W. Chinden Boulevard. Two of the sewer main lines run under the building(s) at 2900 W. Chinden Boulevard, and one of the sewer main lines does not run under the building(s). These three sewer main lines are an integrated part of the Garden City's sewer system.

The three sewer main lines that run directly under 2900 W. Chinden Boulevard are fully depicted in "Exhibit 1" attached hereto and incorporated herein by reference. The three sewer main lines in question, running through 2900 W. Chinden Boulevard, are included on "Exhibit 1" as within: (1) Parcel #1; (2) Parcel #2; and (3) Parcel #3.¹ The validation/vacation proceeding addressed the three abovementioned sewer main lines.

The purpose of the proceeding was to determine whether the three abovementioned sewer main lines under 2900 W. Chinden Boulevard, or any parts thereof, had an easement associated with it and, if so, whether any such easement should be validated or vacated. The proceeding was conducted pursuant to Idaho Code § 50-1325 (easements vacated same as streets), Idaho Code § 40-203A (validation proceeding), and Idaho Code § 40-203 (abandonment and vacation proceeding). The joint validation/vacation proceeding was initiated by the City Council on its own motion.

A. Public Notice

The evidentiary hearing in the proceeding was timely and properly noticed in accordance

¹ The sewer line that has been owned by Garden City, included in Parcel #3 on "Exhibit 1," does not run the entire length of Parcel #3. The sewer line that has been owned by Garden City, included in Parcel #3 on "Exhibit 1" runs from manhole 11-01-28 to manhole 11-01-29.

with Idaho Code §§ 40-203A and 40-203, including: (1) public notice 30 days in advance of the hearing; (2) publication in the local daily newspaper three times, the last notice published at least 5 but not more than 21 days prior to the hearing; (3) 30-day notice, by U.S. mail, to owners of record (per City assessor's tax rolls) of land abutting the subject property; (4) 30-day notice, by U.S. mail, to known owners and operators of any underground facility within the right-of-way; and (5) notice, by U.S. mail, to any persons requesting such notice within three working days of receiving the requests.

B. Summary of the Decision-Making Process

Initially, as stated in Resolution No. 1019-16, the City Council intended to undertake a combined validation and abandonment/vacation proceeding regarding four sewer main lines that run directly under the property at 2900 W. Chinden Boulevard. However, the Council has decided to not consider one sewer line at the west end of the Riverside Hotel, which is connected to another user of the integrated sewer system (from manhole 11-17-01 to manhole 11-17-02). The legal definition of the sewer line corridor that is not considered in this proceeding is all of 32nd Street between Lots 2 through 6 of Block 36 and Lots 30 through 32 of Block 39 as shown on said Fairview Acres Subdivision No. 5.

In deciding whether to validate and/or vacate any easements for the three sewer lines under 2900 W. Chinden Boulevard, the Council first determined that the evidence is inconclusive on whether any easements were lawfully created on the sewer lines described as Parcel #1 and Parcel #2, but there is an express easement on the sewer line described in Parcel #3. Second, the Council determined that the evidence is inconclusive on whether any easements for the three sewer lines were lawfully vacated or abandoned in their entirety on some prior occasion. Third, the Council determined that it is in the public interest for the City to not retain

any easements for the three sewer lines under 2900 W. Chinden Boulevard.

The determination of whether there were any easements for the three sewer lines under 2900 W. Chinden Boulevard was purely a question of law based on the facts in the record, which were compiled during the course of the proceedings. That determination was made by the Council acting in its quasi-judicial capacity. The opinions and preferences of the individual Councilmembers were not relevant to that determination.

The Council's evaluation of the public interest was applied once the Council determined that there was at least one easement for the three sewer lines under 2900 W. Chinden Boulevard. Then, the Council exercised its discretion and decided that any easements regarding the three sewer lines should be vacated.

The Council's decision-making process proceeded in the following sequence:

1. At the evidentiary hearing, the Council would have accepted any testimony, evidence, and argument regarding all aspects of the matter (including easement creation, easement abandonment, and the public interest).
2. After hearing all the evidence properly before it, the Council first considered and determined that it was inconclusive whether there was an easement for two of the sewer lines under 2900 W. Chinden Boulevard, under certain methods of easement creation recognized under the laws of the State of Idaho which are set forth below, but there was an express easement for one of the sewer lines.
3. The Council then considered and determined, based on all the evidence and argument properly before it, that that it was inconclusive whether any easements on the three sewer lines under 2900 W. Chinden Boulevard were previously abandoned or vacated in their entirety under the laws of the State of Idaho.
4. Once the Council determined that at least one easement on the three sewer lines was created, and it was inconclusive whether portions of any easement may have been previously vacated or abandoned in their entirety, the Council then considered and determined that it is in the public interest for the City to not retain any easements on the three sewer lines under 2900 W. Chinden Boulevard.
5. The Council then issued this written decision supported by findings of fact and conclusions of law vacating and abandoning any easements for the three sewer lines.

II. FINDINGS OF FACT

The Council considered all information presented during the November 14, 2016 public hearing and public comment period. The Council also considered all information presented during the December 12, 2016 public hearing. Other than hearing from Garden City staff, there was no public comment.

The plat for Parcel #1983 of Blocks 36-38-41 of Fairview Acres Subdivision 5, Ada County Parcel R2734541990, Garden City, Ada County, Idaho was recorded in 1946. In 1946, Blocks 36 through 41 were platted for residential housing. In the 1946 plat, the owner dedicated the streets and alleys for public use, but reserved the right to construct and use pipelines, conduits, and ditches for irrigation and water for domestic use, on, under, and across each of the streets and alleys. As specified below, current information indicates that the sewer lines located within the property at 2900 W. Chinden Boulevard were installed during the original development of Garden City with no recorded easements.

In 1952, 1953, and 1954, the Village of Garden City constructed a municipal water works system to serve the property owners and residents within the City, and there was a necessity for the construction and installation of water mains and pipe lines to convey water under what is now described as 2900 W. Chinden Boulevard. The owners of the property signed "Water Line Easements," which intended to grant the Village of Garden City perpetual easements for the construction and maintenance of water lines. The dedications were notarized but evidently not recorded.

The property at 2900 W. Chinden Boulevard, including any and all existing streets, above the utility lines, was privately redeveloped, and the record indicates the underlying utilities were not properly or completely conveyed by Garden City to the new property owner. The Rodeway

Inn was located at 2900 W. Chinden Boulevard in 1969. On June 10, 1969, the Rodeway Inn signed an Agreement regarding the City of Garden City and domestic water and sewer.

Among other things, the 1969 Agreement states:

Rodeway understands and agrees that the sewer and water lines under that portion of the East Thirtieth and Thirty-First Streets in Garden City, Idaho, which have heretofore been abandoned and vacated by Garden City are now a part of the property owned by Rodeway and that Rodeway is responsible for their maintenance.

....

Rodeway agrees to execute to the City of Garden City, Idaho, an easement or right-of-way to relocate and maintain the sewer line on the property of Rodeway which was formerly under Osage Alley, said easement or right-of-way to be used by Garden City if it becomes necessary, in the opinion of the City Engineer of Garden City, to do so.

It appears that the 1969 Agreement with the Rodeway Inn was not recorded.

However, according to the 2016 Title Search, what was recorded in 1969 was a Quitclaim Deed and several Ordinances, which conveyed to the Rodeway Inn title and interest in a portion of Osage Alley, East Thirtieth Street, and East Thirty-First Street, and abandoned and vacated all right, title and interest Garden City had to that property. The three sewer lines currently at issue would have run under Osage Alley, East Thirtieth Street, and East Thirty-First Street. However, the City has found no documentation that the Rodeway Inn ever executed to the City an easement or right-of-way to relocate and maintain the sewer line on the property of Rodeway which was formerly under Osage Alley.

In 1992, the Red Lion Hotel was at 2900 W. Chinden Boulevard. In 1992 and 1993, according to the 2016 Title Search, the City of Boise and City of Garden City acquired a permanent easement and right-of-way for underground sewer lines and mains. According the 2016 Title Search, this easement for the "Boise Interceptor," which was recorded on February 9,

1993, contains certain terms, conditions and provisions affecting a portion of the premises and for the purposes stated therein, and is in favor of Boise City and Garden City. *See* Instrument No. 9309863.

Instrument No. 9309863 includes a 33 foot wide permanent easement and right-of-way for sewer lines, granted to both the City of Boise City and the City of Garden City. This easement is for the “Boise interceptor,” which runs along the Chinden side of the parking lot at 2900 W. Chinden Boulevard. Boise City owns and maintains the “Boise interceptor” in the easement reflected on Instrument No. 9309863. However, the “Boise interceptor” was built adjacent to a separate sewer line owned by Garden City since perhaps the 1950s.² The older Garden City sewer line is physically located within the 33 foot wide permanent easement granted to both the City of Boise City and the City of Garden City in 1993 for the “Boise interceptor.”

There are other Garden City easements regarding the property that are not germane to this proceeding. For example, in 1996, the City of Garden City received several easements for the construction and maintenance of a paved greenbelt/bike path (Garden City Pathways Project No. CM – 0100(105) Red Lion to East 44th Street). Additionally, in 2002, the Double Tree Riverside Hotel granted the City a permanent easement and right of way for constructing and maintaining a greenbelt and bike way.

Riverside Hospitality LLC currently owns the Riverside Hotel, which is located at 2900 W. Chinden Boulevard, Garden City. The facility is a full service resort style hotel. The three sewer lines in question serve only the Riverside Hotel. Garden City has inspected and cleaned

² Parcel #3 on “Exhibit 1” describes the 33 foot wide “Boise interceptor” easement that was granted to the City of Boise and the City of Garden City by Instrument 9309863 in 1993. The older sewer line owned by Garden City, included in Parcel #3 on “Exhibit 1” is separate and distinct from the “Boise interceptor,” and only runs from manhole 11-01-28 to manhole 11-01-29. Because of the physical location, however, the sewer line owned by Garden City and running from manhole 11-01-28 to manhole 11-01-29, is within the 33 foot wide “Boise interceptor” easement.

the aforementioned sewer lines during the past ten (10) years, and has noticed no major flaws in the line. Garden City cleaning records indicate that the City has done maintenance on the three sewer lines in 2010, several times in 2011, several times in 2012, and several times in 2014.

III. CONCLUSIONS OF LAW REGARDING RELEVANT METHODS OF EASEMENT CREATION

Under Idaho law, there are several ways in which easements may have been created for the three sewer lines:

- a. express easement (by conveyance or dedication through the platting process, or other formal action and recording);
- b. implied easement (quasi-easement/easement by implication, implied easement by necessity, or easement by estoppel); and
- c. prescriptive easement.

The Council took evidence on whether easements for the three sewer lines under 2900 W. Chinden Boulevard, or any part thereof, were created under any of the above-described methods. These methods of easement creation are independent from each other and offer alternative basis for easement creation. To show that an easement has been created, it is sufficient to demonstrate that any one of them has been satisfied. To show that any of the three sewer lines under 2900 W. Chinden Boulevard never had an easement, it is necessary to show that none of these methods was satisfied.

Below, the Council sets forth its findings on the various methods for easement creation for the three sewer lines. In doing so, the Council specifically adopts the evidence and written documentation, including the 2016 Title Search, presented on November 14 and December 12, 2016.

A. Historical Evidence of an Express Easement

The Council received no evidence of any such formal declaration with respect to the two sewer lines described on “Exhibit 1” as Parcel #1 and Parcel #2. However, in 1969, a Quitclaim Deed and several Ordinances were recorded, which conveyed to the Rodeway Inn title and interest in a portion of Osage Alley, East Thirtieth Street, and East Thirty-First Street, and abandoned and vacated all right, title and interest Garden City had to that property. The three sewer lines currently at issue would have run under Osage Alley, East Thirtieth Street, and East Thirty-First Street. The Council finds that the evidence is inconclusive whether there was ever an express easement for the two sewer lines described on “Exhibit 1” as Parcel #1 and Parcel #2, but it appears that there were formal abandonments and vacations for the sewer lines in 1969.

The Council did receive evidence of a formal declaration with respect to the Garden City sewer line included on “Exhibit 1” as within Parcel #3. Instrument No. 9309863 includes a 33 foot wide permanent easement and right-of-way for sewer lines, granted to both the City of Boise City and the City of Garden City. The Garden City sewer line is physically located within the 33 foot wide permanent easement granted to both the City of Boise City and the City of Garden City in 1993 for the “Boise interceptor.” There is no evidence that this easement was previously abandoned. The Council finds and validates that that there is an express easement encompassing the sewer line described on “Exhibit 1” as Parcel #3.

B. Historical Evidence of an Implied Easement or Prescriptive Easement

The Council received insufficient evidence of any implied easements or prescriptive easements regarding the three sewer lines. Garden City has provided maintenance to the sewer lines several times over the years. However, maintenance alone does not create an easement.

An easement by implication requires a showing of: (1) unity of title and subsequent

separation by grant of the dominant estate; (2) apparent continuous use of an access; and (3) reasonable necessity for an easement. In order to establish the existence of an implied easement by necessity, a claimant must establish: (1) unity of title and subsequent separation of the dominant and servient estates; (2) necessity of the easement at the time of severance; and (3) great present necessity for the easement. Easements by estoppel are rare, and require a showing of some sort of agreement and a long duration during which the parties either acquiesced to the agreement or enjoyed its benefits. In order to establish an easement by prescription, a claimant must prove use of the subject property that is: (1) open and notorious; (2) continuous and uninterrupted; (3) adverse and under a claim of right; (4) with the actual or imputed knowledge of the owner of the servient tenement; (5) for the statutory period.

In the current case, other than the abovementioned express easement, there has not been a specific showing of a previous or historical agreement between Garden City and any owner of 2900 W. Chinden Boulevard for Garden City to access or conduct maintenance on the sewer lines. Additionally, Garden City's previous maintenance of the sewer lines was not adverse. There is no necessity for an easement because the Riverside Hotel is willing to accept ownership and maintenance responsibilities. Garden City is willing to transfer ownership of the three sewer lines to Riverside Hospitality LLC. There is no known dispute about these sewer lines, and after proper and legal notice, no claimant to any easement has come forward.

IV. EVALUATION OF THE PUBLIC INTEREST

The Council has determined that there is inconclusive evidence whether there were ever any easements for two of the three sewer lines under 2900 W. Chinden Boulevard, but there were attempts in 1969 to abandon and vacate interest in the sewer lines. The Council has concluded that there is an express easement in Instrument No. 9309863, with respect to the Garden City

sewer line described on “Exhibit 1” as within Parcel #3. The Council now determines whether it is in the public interest to vacate and abandon any such easements for the three Garden City sewer lines.³ The public interest determination will involve an exercise of discretion by the Council.

The Council has considered all the benefits and burdens of maintaining an easement for the three sewer lines. This includes, but is not limited to, such things as the burden on taxpayers (particularly the cost of maintenance), the impact on private property rights, and public safety. Riverside Hospitality LLC has agreed to accept ownership of the three Garden City sewer main lines that run directly under the property at 2900 W. Chinden Boulevard. The ownership agreement does not extend outside the property lines of 2900 W. Chinden Boulevard, and does not include the Boise interceptor. This agreement will reduce the burden on taxpayers for maintenance, and any impact on the Riverside Hotel has been accepted and consented to by the Riverside Hotel.

Moreover, Riverside Hospitality LLC has agreed to properly maintain the three sewer main lines under 2900 W. Chinden Boulevard, and retain the lines as an integrated part of Garden City’s sewer system. Riverside Hospitality LLC has also agreed to take all reasonable steps to avoid damage to Garden City’s sewer system, and pay for any damage done to Garden City’s sewer system caused by Riverside Hospitality LLC’s negligence or lack of maintenance. The sewer lines in question serve only the Riverside Hotel. Accordingly, the agreement between Garden City and the Riverside Hotel addresses any public safety concerns. The Council concludes that it is in the public interest to abandon and vacate any easement Garden City may have regarding the three sewer lines in question on 2900 W. Chinden Boulevard.

The Council does not have the intent or authority to abandon and vacate Boise’s interest

³ The analysis does not include the “Boise interceptor” owned by Boise City.

in the easement recorded in Instrument No. 9309863. The Council merely abandons and vacates Garden City's interest in the easement recorded by Instrument No. 9309863, which is described on "Exhibit 1" as Parcel #3. These findings and conclusions in no way affect Boise's interest in the easement recorded by Instrument No. 9309863.

**V.
SUMMARY OF CONCLUSIONS OF LAW**

The Council has determined that two of the three sewer lines under 2900 W. Chinden Boulevard, depicted in "Exhibit 1," may have been intended to be accompanied by an easement, and portions of any easement may have been previously vacated or abandoned. The Council has also concluded and validated that there is an express easement listed in Instrument No. 9309863, with respect to one Garden City sewer line. The Council has further determined that it is in the public interest to vacate and abandon any easements Garden City may have in the three sewer lines depicted in "Exhibit 1." This decision, supported by these findings of fact and conclusions of law, vacates and abandons any easements Garden City may have regarding the three sewer lines under 2900 W. Chinden Boulevard as described herein. This decision does not vacate or abandon other easements Garden City may have on 2900 W. Chinden Boulevard, or easements outside of 2900 W. Chinden Boulevard.

**VI.
NOTICE OF FINAL ACTION**

The above action is a final decision on this matter. Any aggrieved resident or property holder within Garden City may be able to request judicial review from the Fourth Judicial District of the State of Idaho in the County of Ada.

BY ACTION OF THE CITY COUNCIL of the City of Garden City at its regular meeting held on the 12th day of December, 2016.

ATTEST:

APPROVED:

Lisa M. Leiby, City Clerk

John G. Evans, Mayor



B & A Engineers, Inc.

Consulting Engineers & Land Surveyors
5505 West Franklin Rd. Boise, ID 83705
Telephone 208-343-3381 Facsimile 208-342-5792

Garden City Sewer Line Corridors in Lands of Riverside Hospitality, LLC 30th, 31st Streets and Southwesterly of Osage Alley Between Original 30th and 31st Streets

5 December 2016

Land situate in U.S. Lots 11 and 12 of Section 5, Township 3 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, and situate in Fairview Acres Subdivision No. 5, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder, being a portion of the land described in Instrument Numbers 7239903, 8106089 and 9309863, records of Ada County, Idaho, and being more particularly described as follows:

Parcel #1

All of 30th Street between Blocks 40 and 41 as shown on said Fairview Acres Subdivision No. 5.

Parcel #2

All of 31st Street between Lots 4 through 11, Block 38, Lots 1 through 4, Block 39 and Lots 21 through 31, Block 40 as shown on said Fairview Acres Subdivision No. 5.

Parcel #3

A 33-foot wide tract of land lying 21 feet northeasterly of and 12 feet southwesterly of the following described centerline:

Commencing at the most northerly corner of Lot 34 of Block 40 of said Fairview Acres Subdivision No. 5; thence S44°16'00"W, 32.38 feet, more or less, along the northwesterly line of said Lot 34 to the ***Point of Beginning*** of the 33-foot wide permanent sewer easement:

Thence S43°16'19"E, 334.22 feet, more or less, to the Point of Beginning of a 20-foot wide permanent sewer easement;

Thence continuing along the 33-foot wide permanent sewer easement S43°16'19"E, 138.00 feet, more or less;

Thence S59°19'57"E, 154.53 feet, more or less;

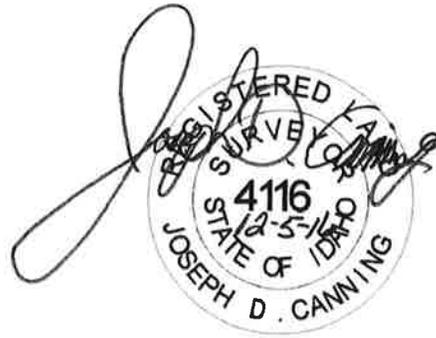
Thence S14°51'14"E, 31.47 feet, more or less, to a point on the northwesterly right-of-way line of East 29th Street, said point also being the **Point of Ending** of the 33-foot wide permanent sewer easement.

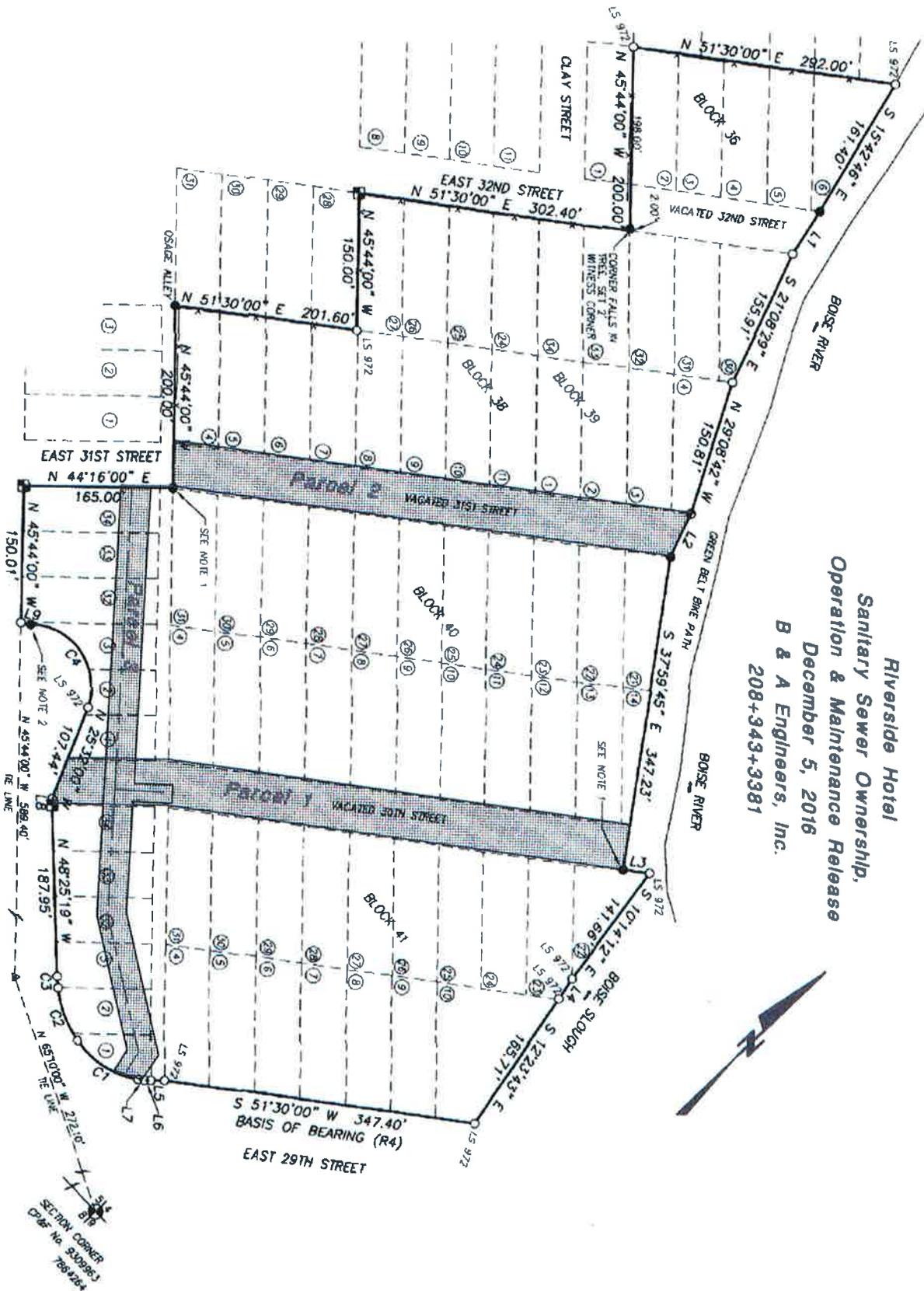
ALSO a 20-foot wide tract of land lying 8 feet northwesterly of and 12 feet southeasterly of the following described centerline:

Beginning at the above described **Point of Beginning** of the 20-foot wide permanent sewer easement:

Thence N46°43'41"E, 65.00 feet, more or less, to the **Point of Ending** of the 20-foot wide permanent sewer easement;

This description has been prepared from existing surveys and other information of record in the Ada County Recorder's office. A land survey specific to this description has not been performed by the Land Surveyor executing this description.





Riverside Hotel
Sanitary Sewer Ownership,
Operation & Maintenance Release
December 5, 2016
B & A Engineers, Inc.
208+343+3381



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure of the proposed Insured to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option, may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate of interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 00 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: <http://www.alta.org/>



Title Insurance Commitment

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 610322
Reference No.:

Schedule A

- 1. Effective Date: November 8, 2016 7:30AM
- 2. Policy or Policies to be issued:

	Liability	Premium
A. ALTA Owner's Policy - Standard	\$10,000.00	\$200.00
Proposed Insured: Garden City		
Endorsements:		\$0.00
Inspection Fee: N/A		
B. ALTA Lender's Policy -		\$0.00
Proposed Insured:		
Endorsements:		\$0.00
Inspection Fee: N/A		
		\$0.00

- 3. The estate or interest in the land described or referred to in this Commitment is:
FEE SIMPLE
- 4. Title to the estate or interest in the land is at the Effective Date vested in:
Riverside Hospitality, LLC an Idaho limited liability company
- 5. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.

Schedule B – Part I

The following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered, and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Documents satisfactory to us releasing any encumbrances shown on Schedule B Part II herein not to be shown on the forthcoming policy or policies must be provided.
6. N/A

Schedule B – Part II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

General Exceptions:

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

Special Exceptions:

7. General taxes for the year 2016, which are liens, the 1st half of which are now due and payable but not delinquent until December 20, 2016, and the 2nd half of which are not delinquent until June 20, 2017.
Parcel No: 06 [R2734541990](#)
Amount: \$138,774.38
8. Sewer charges and special assessments, if any, for the City of Garden City.
Fax: (208) 472-2996
9. Liens and assessments of the following district and the rights and powers thereof as provided by law.
District: Fairview Acres Water Users Association
Ph: (208) 631-2017
10. Liens and assessments of the following district and the rights and powers thereof as provided by law.
District: Thurman Mill Ditch
Ph: (208) 323-1080
11. Any question that may arise due to shifting or change in the course of the river or creek herein named, or due to said river or creek having changed its course.
Name of River/Creek: Boise River
12. Right of the State of Idaho in and to the portion of said premises, if any, lying in the bed or the former bed of the Boise River.

13. Any adverse claim based upon the assertion that:
- A. Said land or any part thereof is now or at any time has been below the ordinary high water mark of the Boise River
 - B. Some portion of said land has been created by artificial means or has accreted to such portion so created
 - C. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Boise River, or has been formed by accretion to such portion so created.
14. Rights and easements of the public for commerce, navigation, recreation and fisheries.
15. Covenants, conditions, restrictions and easements as set forth on the plat.
 Name of Plat: Fairview Acres Subdivision No. 5
 Book/Page: [11/619](#)
 NOTE: Vacations Instrument Numbers [717797](#), [717798](#), [723902](#), [723903](#) and [8106089](#)
16. Reservation of underground water in Deeds
 Executed By: Home Finance Company, Inc.
 Recorded: Under various numbers
 As follows:
 "...Excepting and reserving from this conveyance and the premises hereby granted all water rights pertaining to or connected with the lands hereby conveyed and all water and water rights and ditches and ditch rights used on said lands or in connection therewith and also all underground waters heretofore appropriated or which may be hereafter appropriated at or upon such land or for the irrigation of such land."
17. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: The State of Idaho and the Nampa & Meridian Irrigation District
 Recorded: September 29, 1965
 Instrument No.: [622408](#) in Book 52 Misc. at Page 169
 Affects: Lot 1 of Block 40 of Fairview Acres Subdivision No. 5
18. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: State of Idaho
 Recorded: November 10, 1965
 Instrument No.: [625706](#) in Book 52 Misc. at Page 312
 Affects: Lots 1 and 2 in Block 41
19. Covenants, conditions, restrictions and easements contained in Deed.
 Recorded: November 10, 1965
 Instrument No.: [625707](#) in Book 528 Deeds at Page 219
 Affects: Lots 1 & 2 Blk 41
20. Relinquishment of Right of Access to Highway under terms of Deed.
 In Favor of: State of Idaho
 Recorded: November 10, 1965
 Instrument No.: [625707](#) in Book 528 Deeds at Page 219
 Affects: Lots 1 & 2 Blk 41
21. Covenants, conditions, restrictions and easements contained in Deed.
 Recorded: November 12, 1965
 Instrument No.: [625834](#) in Book 528 Deeds at Page 264
 Affects: Lot 3 Blk 41

22. Relinquishment of Right of Access to Highway under terms of Deed.
 In Favor of: State of Idaho
 Recorded: November 12, 1965
 Instrument No.: [625834](#) in Book 528 Deeds at Page 264
 Affects: Lot 3 Blk 41
23. Covenants, conditions, restrictions and easements contained in Deed.
 Recorded: November 12, 1965
 Instrument No.: [625835](#) in Book 528 Deeds at Page 266
 Affects: Lots 32 & 33 Blk 41
24. Relinquishment of Right of Access to Highway under terms of Deed.
 In Favor of: State of Idaho
 Recorded: November 12, 1965
 Instrument No.: [625835](#) in Book 528 Deeds at Page 266
 Affects: Lots 32 & 33 Blk 41
25. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: State of Idaho
 Recorded: November 12, 1965
 Instrument No.: [625836](#) in Book 52 Misc. at Page 326
 Affects: Lots 32 & 33 Blk 41
26. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: State of Idaho
 Recorded: November 12, 1965
 Instrument No.: [625837](#) in Book 52 Misc. at Page 328
 Affects: Lot 3 Blk 41
27. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: Intermountain Gas Company
 Recorded: May 1, 1969
 Instrument No.: [715082](#)
 Affects: Lots 2, 3 & 32 Blk 41
28. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: The Mountain States Telephone and Telegraph Company
 Recorded: March 12, 1969
 Instrument No.: [717553](#)
 Affects: Lots 1, 2, 3, 31, 32, 33 & 34 & Vacated Ally, Blk 41
29. Existing rights-of-way and easements for sewer, gas, water or similar pipelines and appurtenants, or other underground facilities as set forth in Idaho Code Sections 40-202, 40-203 and 50-311 and as defined in Idaho Code Section 55-2202 for ditches and canals and appurtenances and for electric telephone and similar lines and appurtenances and provisions for paying associated costs.
 Vacations or Deeds recorded pursuant to unrecorded vacations:
 Recorded June 9, 1967 as Instrument No. [717797](#)
 Recorded June 9, 1967 as Instrument No. [717798](#)
 Recorded August 27, 1969 as Instrument No. [723902](#)
 Recorded August 27, 1969 as Instrument No. [723903](#)
 Recorded February 12, 1981 as Instrument No. [8106089](#)

30. An Agreement upon the terms, conditions and provisions contained therein:
 Between: Boise City and Garden City
 Dated: September 4, 1990
 Recorded: September 10, 1990
 Instrument No.: [9048778](#)
31. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: Boise City
 Recorded: December 3, 1992
 Instrument No.: [9283895](#)
32. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: Boise City and Garden City
 Recorded: February 9, 1993
 Instrument No.: [9309863](#)
33. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: City of Garden City
 Recorded: January 26, 2005
 Instrument No.: [105009839](#)
34. Matters disclosed by Record of Survey
 Survey No.: 10004
 Recorded: January 21, 2015
 Instrument No.: [2015-006450](#)
35. Covenants, Conditions, Restrictions, Reservations, and Easements
 Executed by: Riverside Hospitality LLC, an Idaho limited liability company
 Recorded: April 8, 2015
 Instrument No.: [2015-028409](#)
 Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
36. Matters disclosed by Record of Survey
 Survey No.: 10074
 Recorded: April 17, 2015
 Instrument No.: [2015-031566](#)
37. Terms, conditions, and provisions of Stormwater Operations and Management Agreement
 Between: Riverside Hospitality, LLC and The Riverside Hotel
 Dated: April 27, 2016
 Recorded: April 29, 2016
 Instrument No.: [2016-036352](#)
38. Terms, conditions, and provisions of Stormwater Operations and Management Agreement
 Between: Riverside Hospitality, LLC and The Riverside Hotel
 Dated: April 27, 2016
 Recorded: May 5, 2016
 Instrument No.: [2016-038175](#)

39. Terms, conditions, and provisions of Easement Agreement
 Between: State of Idaho, Department of Lands and Riverside Hospitality, LLC
 Dated: September 20, 2016
 Recorded: September 22, 2016
 Instrument No.: [2016-089959](#)
40. Terms, conditions, and provisions of Sewer Lines Agreement
 Between: City of Garden City and Riverside Hospitality LLC
 Dated: September 9, 2016
 Recorded: October 13, 2016
 Instrument No.: [2016-098310](#)
41. A Resolution declaring the intention to either validate sewer lines as a public easement, and/or to abandon, vacate, or reclassify sewer lines located under 2900 W. Chinden Boulevard
 Recorded: October 13, 2016
 Instrument No.: [2016-098311](#)
42. Terms, conditions, and provisions of Easement Agreement
 Between: State of Idaho, Department of Lands and Riverside Hospitality, LLC
 Dated: September 20, 2016
 Recorded: October 19, 2016
 Instrument No.: [2016-100437](#)
43. The following, disclosed by reference on Deed from WMK Boise LLC to Riverside Hospitality, LLC, recorded October 18, 2011 as Instrument No. [111084260](#):
 Any rights, interest, or claims which may exist or arise by reason of the following shown on ALTA/ASCM Land Title Survey dated June 16, 2011, and revised September 26, 2011, prepared by Kestrel Land Surveying, LLC, Job No. KLS Job 11-121, and revised October 11, 2011, under Job No. 11-139, as follows:
- a. Asphalt and concrete sidewalks along Boise river meander in and out of subject property
 - b. Shop building with roof adjacent to Boise River encroaches into adjacent property
 - c. Concrete patio and deck adjacent to Boise River encroaches into adjacent property
 - d. Concrete curb and asphalt adjacent to the Boise Slough encroaches into adjacent property to the east
 - e. Flag Pole and base encroach into adjacent property to the east
 - f. Planter curbs encroach into East 31st Street and East 32nd Street
 - g. Concrete Pad, Shop building with roof, Laundry/Recreation building, concrete patio and above decking, and portions of two-story building encroach into Idaho Power easements
 - h. Recently trenched irrigation ditch located in the northwesterly corner of subject property serves adjoining property to the west
 - i. Fence along westerly boundaries is not coincident with property lines
 - j. Locked gate at end of public East 32nd street is not within subject property
 - k. Two-story building encroaches into easements as reserved in vacation of 30th and 31st Streets
44. Ordinance No. 954-12 by City of Garden City upon the terms and provisions set forth therein.
 Recorded: November 15, 2012
 Instrument No.: [112119832](#)

45. A Deed of Trust to secure an indebtedness of \$160,000,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
Dated: May 30, 2008
Grantor: Red Lions Inns Operating L.P., a Delaware limited liability company and Westboy LLC, a Delaware limited liability company
Trustee: Stewart Title Guaranty Company
Beneficiary: General Electric Capital Corporation, a Delaware corporation
Recorded: June 4, 2008
Instrument No.: [108065063](#)

NOTE: We have double checked with the Recorder's office and do not find a Reconveyance.

46. Assignment of Rents/Leases to secure payment of the indebtedness shown as herein, and upon the terms and conditions therein
Assignor: Red Lion Inns Operating L.P., a Delaware limited partnership and Westboy LLC, a Delaware limited liability company
Assignee: General Electric Capital Corporation, a Delaware corporation
Recorded: June 4, 2008
Instrument No.: [108065064](#)

47. A Deed of Trust to secure an indebtedness of \$4,700,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
Dated: October 17, 2011
Grantor: Riverside Hospitality, LLC, an Idaho limited liability company
Trustee: Fidelity National Title Insurance Company
Beneficiary: Public Employee Retirement System of Idaho
Recorded: October 18, 2011
Instrument No.: [111084261](#)

An Agreement to modify the terms and provisions of said Deed of Trust as therein provided
Executed by: Riverside Hospitality, LLC, an Idaho limited liability company and Public Employee Retirement System of Idaho
Recorded: June 25, 2014
Instrument No.: [114050181](#)

An Agreement to modify the terms and provisions of said Deed of Trust as therein provided
Executed by: Riverside Hospitality, LLC, an Idaho limited liability company and Public Employee Retirement System of Idaho
Recorded: September 16, 2015
Instrument No.: [2015-085903](#)

48. Assignment of Rents/Leases to secure payment of the indebtedness shown as herein, and upon the terms and conditions therein
Assignor: Riverside Hospitality, LLC, an Idaho limited liability company
Assignee: Public Employee Retirement Stem of Idaho
Recorded: October 18, 2011
Instrument No.: [111084262](#)

First Amendment to Assignment of Leases and Rents
Recorded: October 26, 2015
Instrument No.: [2015-098794](#)

49. Financing Statement filed under the provisions of the Uniform Commercial Code.

Debtor: Riverside Hospitality, LLC
Secured Party: Public Employee Retirement System of Idaho
Recorded: October 18, 2011
Instrument No.: [111084263](#)

An amendment to the above financing statement was filed

Recorded: September 16, 2015

Instrument No.: [2015-086014](#)

Nature of Change: Amendment

End of Exceptions

NOTE: The County Records and/or the City Engineer's Office show the address to be:

2900 West Chinden Boulevard, Garden City, ID 83714

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

EXHIBIT A

Parcel R2734541990:

SUB-PARCEL I:

Commencing at the Section corner common to Sections 4, 5, 8 and 9, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho; thence
North 65°10' West, 272.2 feet to a point originally marked by a brass cap referencing a point of curve in the Northerly side line of U.S. Highway "20-30-26" via Caldwell; thence
North 45°44' West, 1089.10 feet along the Southwesterly boundary of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the plat thereof, filed in Book 11 of Plats at Page 619, which is also the Northeasterly boundary of U.S. Highway "20-30-26" (Chinden Boulevard) to a point at the Westerly corner of Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 44°16' East, 165.00 feet to a point on the Easterly corner of the intersection of East 32nd Street with Osage Alley; thence
North 51°30' East, 201.60 feet to a point marking the Westerly corner of Lot 27 in Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5, which is the REAL POINT OF BEGINNING; thence
North 51°30'00" East, 483.60 feet along the Southeasterly boundary of East 32nd Street to a point on the Northeasterly boundary of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
along the Northeasterly boundary of FAIRVIEW ACRES SUBDIVISION NO. 5, on the following courses and distances:
South 21°08'29" East, 155.91 feet;
South 29°08'42" East, 150.81 feet;
South 20°55'52" East, 52.03 feet across East 31st Street;
South 37°59'45" East, 347.23 feet across East 30th Street;
North 51°30'00" East, 29.33 feet;
South 10°14'12" East, 141.80 feet;
South 13°04'31" East, 26.47 feet;
South 12°23'43" East, 165.71 feet to the Easterly corner in Block 41 in FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 51°30'00" West, 347.40 feet along the Northwesterly side of East 29th Street to a point at the Northerly corner of the intersection of East 29th Street and Osage Alley; thence
South 44°16'00" West, 15.00 feet across Osage Alley to a point; thence
South 44°16'00" West, 7.35 feet to a highway right-of-way brass cap; thence
South 51°30'00" West, 7.47 feet to a highway right-of-way brass cap; thence
along a curve to the right, having a radius of 95.32 feet, a central angle of 48°57'43" and length of 81.46 feet, to a highway right-of-way brass cap; thence
along a curve to the right, having a radius of 136.5 feet, a central angle of 26°03'10" and length of 62.07 feet, to a point on the line between Lots 2 and 3 in Block 41; thence
along a curve to the right, having a radius of 136.5 feet, a central angle of 5°03'48" and length of 12.46 feet to a highway right-of-way brass cap; thence
North 48°25'19" West, 188.19 feet along the highway right-of-way line to a highway right-of-way brass cap on the Southeasterly side line of East 30th Street, which brass cap lies
North 44°16' East from brass caps 44.05 feet, 86.28 feet, (center line of Chinden Boulevard) and 136.28 feet (Southwesterly side line of Chinden Boulevard); thence
North 44°16'00" East, 128.72 feet, across Osage Alley to a point at the Easterly corner of the intersection of East 30th Street and Osage Alley; thence
North 51°30'00" East, 100.80 feet along the Southeasterly side line of East 30th Street to a point at the Westerly corner of Lot 29 in Block 41, FAIRVIEW ACRES SUBDIVISION NO. 5; thence

North 45°44' West, 200.00 feet across East 30th Street and along the Southwesterly side line of Lot 6 in Block 40, to a point; thence
South 51°30'00" West, 100.80 feet to a point at the Southerly corner of Lot 31 in Block 40; thence
North 45°44' West, 150.00 feet along the Southwesterly side line of Lot 31 in Block 40 to a point at the Westerly corner of said Lot 31; thence
North 51°30'00" East, 252.00 feet along the Southeasterly side line of East 31st Street, to a point at the Westerly corner of Lot 26 in Block 40; thence
North 45°44' West, 200.00 feet across the East 31st Street and along the Southwesterly side line of Lot 9 in Block 38 to Westerly corner of Lot 9 in Block 38; thence
South 51°30' West, 50.40 feet to the Southerly corner of Lot 27 In Block 38; thence
North 45°44' West, 150 feet to the REAL POINT OF BEGINNING.

The remaining portion of Sub Parcel I is described as

Lots 32, 33 and 34 In Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the plat thereof, filed in Book 11 of Plats at Page 619, Official Records of Ada County, Idaho.

The above first described portion of Parcel 1 included a portion of vacated 30th and 31st Street and 15 foot vacated alley in Block 41 (Vacations Instrument Nos. 717797 & 717798) and the following listed Lots located in the Blocks indicated in FAIRVIEW ACRES SUBDIVISION NO. 5, according to the plat thereof, filed in Book 11 of Plats at Page 619, records of Ada County, Idaho.

Block 38: Lots 9, 10, 11, 24, 25, 26 and 27

Block 39: Lots 1, 2, 3, 4, 30, 31, 32, 33 and 34

Block 40: Lots 6, 7, 8, 9, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31

Block 41: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34

Except a portion of Lots 1, 2, 3, 32, 33 and 34 of said Block 41 heretofore taken for Highway purposes.

SUB PARCEL II:

Lot 8 in Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the plat thereof, filed in Book 11 of plats at Page 619, records of Ada County, Idaho.

SUB PARCEL III:

Lots 1, 2, 3, 4 and 5 in Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the plat thereof, filed in Book 11 of Plats at Page 619, records of Ada County, Idaho.

Excepting Therefrom:

A parcel of land for public right-of-way, conveyed to Ada County Highway District by Deed Instrument No. 8106088, being portions of Lots 1, 2 and 3 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5, lying in Government Lot 12 of the Southeast quarter of Section 5, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at the Southeast corner of said Southeast quarter of Section 5; thence
North 65°10'00" West, 272.20 feet to a point on the Southwesterly boundary of Lot 33 of Block 42 of said FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 45°44'00" West, 439.10 feet along the Southwesterly boundaries of the said Blocks 42 and 41 of the said FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southeasterly corner

of the said Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5, also said point being the REAL POINT OF BEGINNING; thence continuing North 45°44'00" West, 150.00 feet along the Southwesterly boundaries of the said Lots 1, 2 and 3 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of the said Lot 3 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 55°03'00" East, 10.69 feet to a POINT OF BEGINNING of curve; thence Southeasterly along a curve to the right 128.86 feet, said curve having a central angle of 110°12'00" a radius of 67.00 feet, tangents of 96.04 feet, and a long chord of 109.90 feet bearing South 80°38'00" East to a point of tangent; thence South 25°32'00" East, 61.66 feet to a point on the Southeasterly boundary of said Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence South 44°16'00" West, 52.09 feet along the said Southeasterly boundary of Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to the REAL POINT OF BEGINNING.

SUB PARCEL IV:
Intentionally Deleted

SUB PARCEL V:
A parcel of land being a portion of East 30th Street, lying adjacent to Lots 34, 31 and 30 in Block 41 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the plat thereof, filed In Book 11 of Plats at Page 619, records of Ada County, Idaho, and adjacent to Lots 5, 4 and 1 and the 15 foot alley way in Block 40 of the said FAIRVIEW ACRES SUBDIVISION NO. 5, all lying in Government Lot 12 of the Southeast quarter of Section 5, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, vacated by or vacation evidenced by Quitclaim Deed from Ada County Highway District recorded as Instrument No. 8106089 and more particularly described as follows:

Beginning at the Southeast corner of the said Southeast quarter of Section 5; thence North 65°10'00" West, 272.20 feet to a point on the Southwesterly boundary of Lot 33 in Block 42 of the said FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 45°44'00" West, 439.10 feet along the Southwesterly boundaries of the said Blocks 42 and 41 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southeasterly corner of the said Lot 1 Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 44°16'00" East, 52.09 feet along the Southeasterly boundary of the said Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point, said point also being the REAL POINT OF BEGINNING; thence continuing North 44°16'00" East, 97.91 feet along the said Southeasterly boundary of Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northeasterly corner of the said Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 45°44'00" West, 300.00 feet along the Northeasterly boundaries of the said Lot 1 and Lots 2, 3, 32, 33, and 34 of the said Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northwesterly corner of the said Lot 34 in Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 44°16'00" East, 15.00 feet to a point marking the Northwesterly corner of the said Lot 31 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence South 45°44'00" East, 300.00 feet along the Southwesterly boundaries of the said Lots 31 and 4 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of the said Lot 4 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 51°30'00" East, 100.80 feet along the Southeasterly boundaries of said Lots 4 and 5 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southeasterly corner of the said Lot 5 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence

South 45°44'00" East, 50.00 feet to a point marking the Northeasterly corner of the said Lot 30 of Block 41 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 51°30'00" West, 100.80 feet along the Northwesterly boundaries of the said Lots 30 and 31 of Block 41 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northwesterly corner of the said Lot 31 of Block 41 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 44°16'00" West, 128.72 feet along the extended Northwesterly boundary and the Northwesterly boundary of the said Lot 34 of Block 41 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point; thence
North 45°44'00" West, 7.03 feet along a line 36.28 feet Southeasterly of and parallel with the said Southwesterly boundaries of Blocks 40 and 41 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point; thence
North 25°32'00" West, 45.78 feet to the REAL POINT OF BEGINNING.

And

A parcel of land being a portion of East 31st Street lying adjacent to Lots 31 through 27 of Block 40 and Lots 4 through 8 of Block 38, all of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the plat, filed in Book 11 of plats at Page 619, records of Ada County, Idaho, Idaho, lying in Government Lot 12 of the Southeast quarter of Section 5, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, vacated by or vacation evidenced by Quitclaim Deed from the Ada County Highway District recorded as Instrument No. 8106089 and more particularly described as follows:

Beginning at the Southeast corner of the said Southeast quarter of Section 5; thence
North 65°10'00" West, 272.20 feet to a point on the Southwesterly boundary of Lot 33 of Block 42 of the said FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 45°44'00" West, 739.10 feet along the Southwesterly boundaries of the said Block 42 and of Blocks 41 and 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of Lot 34 of the said Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 44°16'00" East, 165.00 feet along the Northwesterly boundary and the extended Northwesterly boundary of the said Lot 34 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northwesterly corner of the said lot 31 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5, also said point being the REAL POINT OF BEGINNING; thence
North 51°30'00" East, 252.00 feet along the Northwesterly boundaries of the said Lots 31 through 27 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northeasterly corner of the said Lot 27 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 45°44'00" West, 50.00 feet to a point marking the Southeasterly corner of the said Lot 8 of Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 51°30'00" West, 252.00 feet along the Southeasterly boundaries of the said Lots 8 through 4 of Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of the said Lot 4 of Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 45°44'00" East, 50.00 feet to the REAL POINT OF BEGINNING.

And

A parcel of land being a portion of East 32nd Street, lying adjacent to Lots 32 through 30 of Block 39 and Lots 2 through 6 of Block 36, all of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the plat thereof, filed in Book 11 of Plats at Page 619, records of Ada County, Idaho, lying in Government Lots 11 and 12 of the Southeast quarter of Section 5, Township 3 North, Range 2 East,

Boise Meridian, Ada County, vacated by Quitclaim Deed from the Ada County Highway District recorded as Instrument No. 8106089 and more particularly described as follows:

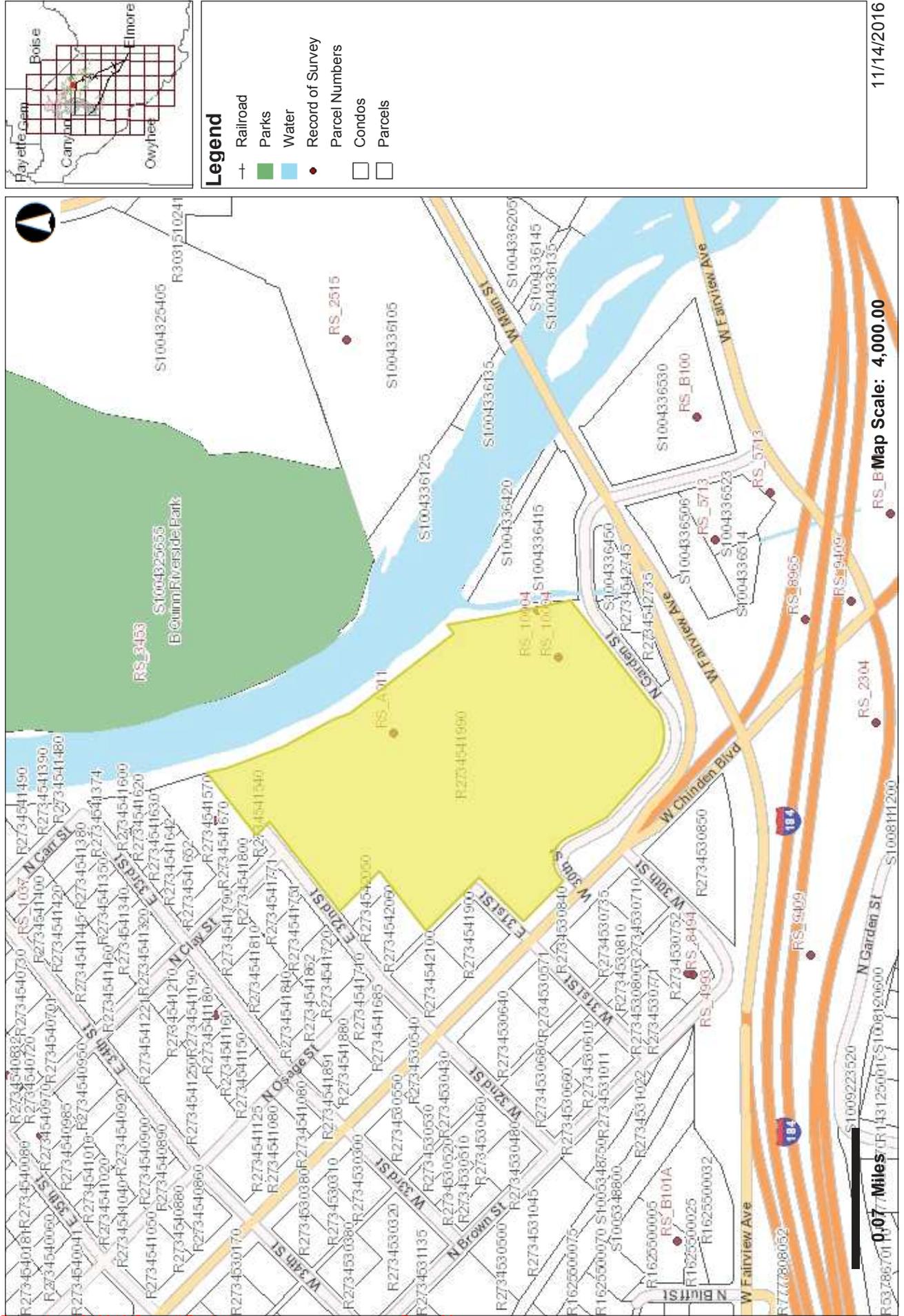
Beginning at the Southeast corner of the said Southeast quarter of Section 5; thence North 65°10'00" West, 272.00 feet to a point on the Southwesterly boundary of Lot 33 of Block 42 of the said FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 45°44'00" West, 1089.10 feet along the Southwesterly boundaries of the said Block 42 and Blocks 41,40 and 38 of said FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of Lot 34 of the said Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 44°16'00" East, 165.00 feet along the Northwesterly boundary and the extended Northwesterly boundary of the said Lot 34 of Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northwesterly corner of Lot 31 of the said Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 51°30'00" East, 504.00 feet along the Northwesterly boundaries of the said Blocks 38 and 39 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northwesterly corner of the said Lot 32 of Block 39 of FAIRVIEW ACRES SUBDIVISION NO. 5, also said point being the REAL POINT OF BEGINNING; thence continuing North 51°30'00" East, 181.20 feet along the Northwesterly boundaries of the said Lots 32 through 30 of Block 39 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northeasterly corner of the said Lot 30 of Block 39 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 13°31'26" West, 54.72 feet to a point marking the Southeasterly corner of the said Lot 6 of Block 36 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence South 51°30'00" West, 210.60 feet along the Southeasterly boundaries of the said Lots 6 through 2 of Block 36 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of the said Lot 2 of Block 36 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence South 45°44'00" East, 50.00 feet to the REAL POINT OF BEGINNING.

SUB PARCEL VI:

Lots 4, 5, 6 and 7 in Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the plat thereof, filed in Book 11 of plats at Page 619, records of Ada County, Idaho.

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.

Ada County Assessor



Public Property System [Production 11.0] -- Current Year Parcel Values are Subject to Change - [Public Property Master [PT2z9F]]

File Select Edit Tools Window Help



PARCEL INFORMATION

Year 2016	Parcel # R2734541990	Property Type Real	Status Active	Exemption % None 0	Code 06	<input checked="" type="checkbox"/> Urban Renewal
<input checked="" type="checkbox"/> Taxes Owing		Sub Property Type None	Code Area 06	Districts CSC	Appraisers Initials Details	<input type="checkbox"/> Ownership Change
						<input type="checkbox"/> Drop HOE
						<input type="checkbox"/> Circuit Breaker
						<input type="checkbox"/> Bankruptcy

Print Property Desc. Cancel Help

OWNER INFORMATION

Name
RIVERSIDE HOSPITALITY LLC

Mailing Address
PO BOX 8506
BOISE ID 83707-0000

Add'l Info Mail Alert

PHYSICAL LOCATION

Property Address
2900 W CHINDEN BLVD
GARDEN CITY ID 83714-0000

Group Type
SUB Group # 273454

Description
FAIRVIEW ACRES SUB NO 05

Township/Range/Section
3N 2E 05 Zoning Code C-1

Geo-Economic
700 - Garden City

Assessment Roll	Property Occupancy	State Category Code	Acreage	Assessed Value	Valuation Method	Code Area
Property Roll	Non-Occupancy	210	13.520	3,573,900	UR BASE	06
Property Roll	Non-Occupancy	210	0.000	1,137,500	UR INCR	06-34
Property Roll	Non-Occupancy	420	0.000	3,888,200	UR BASE	06
Property Roll	Non-Occupancy	420	0.000	521,900	UR INCR	06-34

Total Parcel Values

Assessed Amt 9,121,500

Taxable Amt 9,121,500

Public Property Description - Display [PT2z4F]

State Parcel #
G0635041000B

Property Description
PAR #1983 OF BLKS 36-38-41 INC
VAC PT OF STS & ALLEY
FAIRVIEW ACRES SUB 5
#1983B

Total Acreage 13.520

Acreage Verified Yes No Date 06/24/2015 User ASWATTDE

Farm Manufactured

Ready

PIONEER YOBSYTC NUM

Start

10:49 AM 11/10/2016

Public Property System [Production 11.0] -- Current Year Parcel Values are Subject to Change - [Public Property Search [PT26F]]

File Select View Tools Window Help

[PT4pbF] Public Tax Main Screen - Parcel# [R2734541990]

Select



RIVERSIDE HOSPITALITY LLC
 PD BOX 8506
 BOISE ID 83707-0000

Bank Code Details PrePaid
 Code Area **06** District SubRoll
 Values Urban Renewal

Interest Date **11/10/2016** Calculate
 Total Due **138,774.38**

Print

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Full Year	Late Charge Full Year	Fees Full Year	Interest Full Year	Tax/Cert 1st Half	Late Charge 1st Half
2016	138774.38	69387.19	69387.19	138774.38	0.00	0.00	0.00	69387.1	0.00

Tax Summary Public Pre-Paid

Charge Summary

Year	Assessment Roll	Date Due	Total Payments	Tax Charge	Tax Payment	Tax Adjustment	Cert Charge	Cert Payment	Ad
2016	Property Roll	12/20/2016	0.00	138774.3	0.00	0.00	0.00	0.00	0.0

City	Zip Code	Total A
N CITY	83714-0000	13.520
N CITY	83714-0000	0.170
N CITY	83714-0000	0.510
N CITY	83714-0000	0.510
N CITY	83714-0000	0.187
N CITY	83714-0000	0.215
N CITY	83714-0000	0.058
N CITY	83714-0000	0.204
N CITY	83714-0000	0.398
N CITY	83714-0000	0.398
N CITY	83714-0000	1.000
N CITY	83714-0000	0.140
N CITY	83714-0000	0.140
N CITY	83714-0000	0.310
N CITY	83714-0000	0.310
N CITY	83714-0000	0.310
N CITY	83714-0000	0.320
N CITY	83714-0000	0.120
N CITY	83714-0000	0.190
N CITY	83714-0000	0.270
N CITY	83714-0000	0.640
N CITY	83714-0000	0.640
N CITY	83714-0000	0.841
N CITY	83714-0000	0.640
N CITY	83714-0000	0.640
N CITY	83714-0000	0.650
N CITY	83714-0000	0.280
N CITY	83714-0000	0.280
N CITY	83714-0000	0.280
N CITY	83714-0000	0.180
N CITY	83714-0000	0.120
N CITY	83714-0000	0.120

2016	Active	R2734560230	REED DANIEL LEE	3966	N	REED	ST			GARDEN CITY	83714-0000	0.250
2016	Active	R2734560230	REED CYMRY B	3966	N	REED	ST			GARDEN CITY	83714-0000	0.250
2016	Active	R2734560237	GUSTAVUS FAYLENE	3964	N	REED	ST			GARDEN CITY	83714-0000	0.380
2016	Active	R2734560237	PEARSON TAWNIA	3964	N	REED	ST			GARDEN CITY	83714-0000	0.380

Ready PIONEER YOBSYTC NUM 10:49 AM 11/10/2016

Public Property System [Production 11.0] -- Current Year Parcel Values are Subject to Change - [Public Property Search [PT26F]]

File Select View Tools Window Help

[PT4pbF] Public Tax Main Screen - Parcel# [R2734541990]

Select



RIVERSIDE HOSPITALITY LLC
 PO BOX 8506
 BOISE ID 83707-0000

Bank Code Details PrePaid
 Code Area District SubRoll
 Values Urban Renewal

Interest Date Calculate
 Total Due

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Full Year	Late Charge Full Year	Fees Full Year	Interest Full Year	Tax/Cert 1st Half	Late 1st Half	
2016	13	[PT57nF]	View History by Year - Parcel R2734541990 , 2016							

Assessment Roll	Tax Half	Transaction Type	Tax Category	Date	Amount	Transaction Status	Code Area	Collection Status	De
Property Roll		Charge	Tax	11/08/2016	113528.28		06	Current	*Blank
Property Roll		Charge	Tax	11/08/2016	25246.10		06-34	Current	*Blank

Tax Summary

Year	Roll	Payments	Charge	Payment	Adjustment	Charge	Payment	Adj
2016	Property Roll	12/20/2016	0.00	138774.3	0.00	0.00	0.00	0.0

Year	Active	Parcel ID	Owner Name	Area	Code	Assessor	City	Total A
2016	Active	R2734560230	REED DANIEL LEE	3966	N	REED	ST	GARDEN CITY 83714-0000 0.250
2016	Active	R2734560230	REED CYMRY B	3966	N	REED	ST	GARDEN CITY 83714-0000 0.250
2016	Active	R2734560237	GUSTAVUS FAYLENE	3964	N	REED	ST	GARDEN CITY 83714-0000 0.380
2016	Active	R2734560237	PEARSON TAWNIA	3964	N	REED	ST	GARDEN CITY 83714-0000 0.380

1072670

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED,

WMK BOISE LLC, a Delaware limited liability company,

being the "Grantor", does hereby grant, bargain, sell and convey unto

RIVERSIDE HOSPITALITY, LLC an Idaho limited liability company, whose current address is

P.O. Box 8506, Boise, Idaho 83707,

being the "Grantee", the following described premises, in Ada County, Idaho, TO WIT:

See Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs, successors and assigns forever.

UNDER AND SUBJECT to all ad valorem taxes for the current year and subsequent years, and subject to those matters described in Exhibit B attached hereto (the "Permitted Encumbrances"). GRANTOR warrants the title to the said premises and will defend the same against the lawful claims of others claiming by, through or under Grantor but not otherwise, subject, however, to the Permitted Encumbrances.

Dated: As of 10/18/2011

[remainder of page intentionally left blank]

WMK BOISE LLC, a Delaware limited liability company

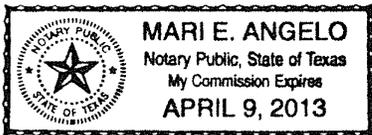
By: Nahid Hamzei
Name: Nahid Hamzei
Title: Authorized Representative

THE STATE OF TEXAS

THE COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Nahid Hamzei, the Authorized Representative of WMK Boise LLC, a Delaware limited liability company known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of October, 2011.



Mari E. Angelo
Printed Name of Notary: MARI E. ANGELO
My Commission Expires: APRIL 9, 2013

EXHIBIT A

Order No. 1069429
Revision No. 4

The Property

PARCEL I:

Commencing at the Section corner common to Sections 4, 5, 8 and 9, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho; thence
North 65°10' West, 272.2 feet to a point originally marked by a brass cap referencing a point of curve in the Northerly side line of U.S. Highway "20-30-26" via Caldwell; thence
North 45°44' West, 1089.10 feet along the Southwesterly boundary of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 11 of plats at Page 619, Official Records, which is also the Northeasterly boundary of U.S. Highway "20-30-26" (Chinden Boulevard) to a point at the Westerly corner of Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 44°16' East, 165.00 feet to a point on the Easterly corner of the intersection of East 32nd Street with Osage Alley; thence
North 51°30' East, 201.60 feet to a point marking the Westerly corner of Lot 27 in Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5, which is the REAL POINT OF BEGINNING; thence
North 51°30'00" East, 483.60 feet along the Southeasterly boundary of East 32nd Street to a point on the Northeasterly boundary of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
along the Northeasterly boundary of FAIRVIEW ACRES SUBDIVISION NO. 5, on the following courses and distances:
South 21°08'29" East, 155.91 feet;
South 29°08'42" East, 150.81 feet;
South 20°55'52" East, 52.03 feet across East 31st Street;
South 37°59'45" East, 347.23 feet across East 30th Street;
North 51°30'00" East, 29.33 feet;
South 10°14'12" East, 141.80 feet;
South 13°04'31" East, 26.47 feet;
South 12°23'43" East, 165.71 feet to the Easterly corner in Block 41 in FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 51°30'00" West, 347.40 feet along the Northwesterly side of East 29th Street to a point at the Northerly corner of the intersection of East 29th Street and Osage Alley; thence
South 44°16'00" West, 15.00 feet across Osage Alley to a point; thence
South 44°16'00" West, 7.35 feet to a highway right-of-way brass cap; thence
South 51°30'00" West, 7.47 feet to a highway right-of-way brass cap; thence
along a curve to the right, having a radius of 95.32 feet, a central angle of 48°57'43" and length of 81.46 feet, to a highway right-of-way brass cap; thence
along a curve to the right, having a radius of 136.5 feet, a central angle of 26°03'10" and length of 62.07 feet, to a point on the line between Lots 2 and 3 in Block 41; thence
along a curve to the right, having a radius of 136.5 feet, a central angle of 5°03'48" and length of 12.46 feet to a highway right-of-way brass cap; thence
North 48°25'19" West, 188.19 feet along the highway right-of-way line to a highway right-of-way brass cap on the Southeasterly side line of East 30th Street, which brass cap lies
North 44°16' East from brass caps 44.05 feet, 86.28 feet, (center line of Chinden Boulevard) and 136.28 feet (Southwesterly side line of Chinden Boulevard); thence
North 44°16'00" East, 128.72 feet, across Osage Alley to a point at the Easterly corner of the intersection of East 30th Street and Osage Alley; thence
North 51°30'00" East, 100.80 feet along the Southeasterly side line of East 30th Street to a point at the Westerly corner of Lot 29 in Block 41, FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 45°44' West, 200.00 feet across East 30th Street and along the Southwesterly side line of Lot 6 in Block 40, to a point; thence
South 51°30'00" West, 100.80 feet to a point at the Southerly corner of Lot 31 in Block 40; thence
North 45°44' West, 150.00 feet along the Southwesterly side line of Lot 31 in Block 40 to a point at the Westerly corner of said Lot 31; thence
North 51°30'00" East, 252.00 feet along the Southeasterly side line of East 31st Street, to a point at the Westerly corner of Lot 26 in Block 40; thence
North 45°44' West, 200.00 feet across the East 31st Street and along the Southwesterly side line of

ALTA Commitment
Schedule A

Lot 9 in Block 38 to Westerly corner of Lot 9 in Block 38; thence South 51°30' West, 50.40 feet to the Southerly corner of Lot 27 in Block 38; thence North 45°44' West, 150 feet to the REAL POINT OF BEGINNING.

The above described portion of Parcel 1 included a portion of vacated 30th and 31st Street and 15 foot vacated alley in Block 41 and the following listed Lots located in the Blocks indicated in FAIRVIEW ACRES SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 11 of Plats at Page 619, Official Records of Ada County, Idaho.

Block 38: Lots 9, 10, 11, 24, 25, 26 and 27

Block 39: Lots 1, 2, 3, 4, 30, 31, 32, 33 and 34

Block 40: Lots 6, 7, 8, 9, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31

Block 41: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34

Except a portion of Lots 1, 2, 3, 32, 33 and 34 Heretofore taken for Highway purposes.

The remaining portion of Parcel I is described as

Lots 32, 33 and 34 in Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 11 of Plats at Page 619, Official Records of Ada County, Idaho.

PARCEL II:

Lot 8 in Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 11 of plats at Page 619, Idaho, Official Records of Ada County, Idaho.

PARCEL III:

Lots 1, 2, 3, 4 and 5 in Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 11 of plats at Page 619, Idaho, Official Records of Ada County, Idaho.

Excepting Therefrom:

A parcel of land for public right-of-way, being portions of Lots 1, 2, and 3 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5, lying in Government Lot 12 of the Southeast quarter of Section 5, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at the Southeast corner of said Southeast quarter of Section 5; thence North 65°10'00" West, 272.20 feet to a point on the Southwesterly boundary of Lot 33 of Block 42 of said FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 45°44'00" West, 439.10 feet along the Southwesterly boundaries of the said Blocks 42 and 41 of the said FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southeasterly corner of the said Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5, also said point being the REAL POINT OF BEGINNING; thence continuing North 45°44'00" West, 150.00 feet along the Southwesterly boundaries of the said Lots 1, 2 and 3 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of the said Lot 3 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence North 55°03'00" East, 10.69 feet to a POINT OF BEGINNING of curve; thence Southeasterly along a curve to the right 128.86 feet, said curve having a central angle of 110°12'00" a radius of 67.00 feet, tangents of 96.04 feet, and a long chord of 109.90 feet bearing South 80°38'00" East to a point of tangent; thence South 25°32'00" East, 61.66 feet to a point on the Southeasterly boundary of said Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence South 44°16'00" West, 52.09 feet along the said Southeasterly boundary of Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to the REAL POINT OF BEGINNING.

PARCEL IV:

Lots 2, 3, 4, 5 and 6 in Block 36 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 11 of plats at Page 619, Official Records of Ada County, Idaho.

PARCEL V:

A parcel of land being a portion of East 30th Street, lying adjacent to Lots 34, 31 and 30 in Block 41 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 11 of

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plats at Page 619, Official Records of Ada County, Idaho, and adjacent to Lots 5, 4 and 1 and the 15 foot alley way in Block 40 of the said FAIRVIEW ACRES SUBDIVISION NO. 5, all lying in Government Lot 12 of the Southeast quarter of Section 5, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at the Southeast corner of the said Southeast quarter of Section 5; thence
North 65°10'00" West, 272.20 feet to a point on the Southwesterly boundary of Lot 33 in Block 42 of the said FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 45°44'00" West, 439.10 feet along the Southwesterly boundaries of the said Blocks 42 and 41 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southeasterly corner of the said Lot 1 Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 44°16'00" East, 52.09 feet along the Southeasterly boundary of the said Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point, said point also being the REAL POINT OF BEGINNING; thence continuing
North 44°16'00" East, 97.91 feet along the said Southeasterly boundary of Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northeasterly corner of the said Lot 1 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 45°44'00" West, 300.00 feet along the Northeasterly boundaries of the said Lot 1 and Lots 2, 3, 32, 33, and 34 of the said Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northwesterly corner of the said Lot 34 in Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 44°16'00" East, 15.00 feet to a point marking the Northwesterly corner of the said Lot 31 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 45°44'00" East, 300.00 feet along the Southwesterly boundaries of the said Lots 31 and 4 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of the said Lot 4 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 51°30'00" East, 100.80 feet along the Southeasterly boundaries of said Lots 4 and 5 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southeasterly corner of the said Lot 5 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 45°44'00" East, 50.00 feet to a point marking the Northeasterly corner of the said Lot 30 of Block 41 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 51°30'00" West, 100.80 feet along the Northwesterly boundaries of the said Lots 30 and 31 of Block 41 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northwesterly corner of the said Lot 31 of Block 41 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 44°16'00" West, 128.72 feet along the extended Northwesterly boundary and the Northwesterly boundary of the said Lot 34 of Block 41 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point; thence
North 45°44'00" West, 7.03 feet along a line 36.28 feet Southeasterly of and parallel with the said Southwesterly boundaries of Blocks 40 and 41 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point; thence
North 25°32'00" West, 45.78 feet to the REAL POINT OF BEGINNING.

And

A parcel of land being a portion of East 31st Street lying adjacent to Lots 31 through 27 of Block 40 and Lots 4 through 8 of Block 38, all of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the official plat, filed in Book 11 of plats at Page 619, records of Ada County, Idaho, Official Records of Ada County, Idaho, lying in Government Lot 12 of the Southeast quarter of Section 5, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at the Southeast corner of the said Southeast quarter of Section 5; thence
North 65°10'00" West, 272.20 feet to a point on the Southwesterly boundary of Lot 33 of Block 42 of the said FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 45°44'00" West, 739.10 feet along the Southwesterly boundaries of the said Block 42 of Blocks 41 and 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of Lot 34 of the said Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 44°16'00" East, 165.00 feet along the Northwesterly boundary and the extended Northwesterly boundary of the said Lot 34 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northwesterly corner of the said lot 31 of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5, also said point being the REAL POINT OF BEGINNING; thence
North 51°30'00" East, 252.00 feet along the Northwesterly boundaries of the said Lots 31 through 27

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of Block 40 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northeasterly corner of the said Lot 27 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 45°44'00" West, 50.00 feet to a point marking the Southeasterly corner of the said Lot 8 of Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 51°30'00" West, 252.00 feet along the Southeasterly boundaries of the said Lots 8 through 4 of Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of the said Lot 4 of Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 45°44'00" East, 50.00 feet to the REAL POINT OF BEGINNING.

And

A parcel of land being a portion of East 32nd Street, lying adjacent to Lots 32 through 30 of Block 39 and Lots 2 through 6 of Block 36 of all of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 11 of plats at Page 619, records of Ada County, Idaho, lying in Government Lots 11 and 12 of the Southeast quarter of Section 5, Township 3 North, Range 2 East, Boise Meridian, Ada County, and more particularly described as follows:

Beginning at the Southeast corner of the said Southeast quarter of Section 5; thence
North 65°10'00" West, 272.00 feet to a point on the Southwesterly boundary of Lot 33 of Block 42 of the said FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 45°44'00" West, 1089.10 feet along the Southwesterly boundaries of the said Block 42 and Blocks 41, 40 and 38 of said FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner of Lot 34 of the said Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 44°16'00" East, 165.00 feet along the Northwesterly boundary and the extended Northwesterly boundary of the said Lot 34 of Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northwesterly corner of Lot 31 of the said Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 51°30'00" East, 504.00 feet along the Northwesterly boundaries of the said Blocks 38 and 39 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northwesterly corner of the said Lot 32 of Block 39 of FAIRVIEW ACRES SUBDIVISION NO. 5, also said point being the REAL POINT OF BEGINNING; thence continuing
North 51°30'00" East, 181.20 feet along the Northwesterly boundaries of the said Lots 32 through 30 of Block 39 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Northeasterly corner of the said Lot 30 of Block 39 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
North 13°31'26" West, 54.72 feet to a point marking the Southeasterly corner of the said Lot 6 of Block 36 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 51°30'00" West, 210.60 feet along the Southeasterly boundaries of the said Lots 6 through 2 of Block 36 of FAIRVIEW ACRES SUBDIVISION NO. 5 to a point marking the Southwesterly corner, of the said Lot 2 of Block 36 of FAIRVIEW ACRES SUBDIVISION NO. 5; thence
South 45°44'00" East, 50.00 feet to the REAL POINT OF BEGINNING.

PARCEL VI:

Lots 4, 5, 6 and 7 in Block 38 of FAIRVIEW ACRES SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 11 of plats at Page 619, Official Records of Ada County, Idaho.

ALTA Commitment
Schedule A

EXHIBIT B

The Permitted Encumbrances

EXHIBIT "B"
The Permitted Encumbrances

1. Intentionally deleted.
2. Intentionally deleted.
3. Intentionally deleted.
4. Intentionally deleted.
5. Intentionally deleted.
6. Intentionally deleted.
7. Intentionally deleted.
8. Intentionally deleted.
9. Water rights, claims or title to water.
10. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
11. General taxes for the year 2011, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
12. Intentionally deleted.
13. Intentionally deleted.
14. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.
Recorded: August 11, 1888
Book 2 of Patents, at Page 111, of Official Records.
15. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.
Recorded: December 10, 1906
Book 4 of Patents, at Page 14, of Official Records.
16. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.
Recorded: July 25, 1907
Book 4 of Patents, at Page 333, of Official Records.
17. Easements, reservations, restrictions and dedications, if any, as shown on the official plat of Fairview Acres No. 5 Subdivision as follows:
 - a. Streets and alleys are dedicated to the use of the Public
Note: Portions of Osage Alley, 30th, 31st, and 32nd Streets lying within the legal description of the property have been vacated.
 - b. Rights are reserved for the laying, constructing and using pipes, conduits, and ditches for irrigation water and water for domestic use, on, under, along and across each of the streets and alleys
 - c. Intentionally deleted.

18. Any adverse claim based upon the assertion that:
 - a. Said land or any part thereof is now or at any time has been below the ordinary high water mark of the Boise River
 - b. Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - c. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Boise River, or has been formed by accretion to such portion so created.
19. Rights, if any, of the United States Government, the State of Idaho, and any other governmental entity, riparian owners, the public or private persons existing in, or with respect to, the present and past bed, bank, bottomland, and waters of the Boise River. Rights or claims of parties in possession not shown of record.
20. Any question that may arise due to shifting or change in the course of the Boise River or due to the Boise River having shifted or changed its course.
21. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
22. Terms, conditions, provisions, easements and obligations set forth in that certain Warranty Deed
 Recorded: October 5, 1963
 Instrument No: 567900, of Official Records.
23. An easement for slope cut, maintenance, and other incidental purposes in favor of State of Idaho
 Recorded: November 10, 1965
 Instrument No: 625706, of Official Records.
24. Negative easements, conditions, restrictions, and access rights contained in the Deeds to the State of Idaho.
 Recorded: November 10, 1965 as
 Instrument No: 625707; and
 Recorded: November 10, 1965 as
 Instrument No.: 625708; and
 Recorded: November 12, 1965 as
 Instrument No.: 625834; and
 Recorded: November 12, 1965 as
 Instrument No.: 625835; and
 Recorded: November 12, 1965 as
 Instrument No.: 625836; and
 Recorded: November 12, 1965
 Instrument No.: 625837 of Official Records.
25. A right-of-way and easement to locate and construct a natural gas pipeline, and incidental purposes easement in favor of Intermountain Gas Company
 Recorded: May 1, 1969
 Instrument No: 715082, of Official Records.
26. An easement for public utilities and incidental purposes in favor of The Mountain States Telephone and Telegraph Company
 Recorded: June 5, 1969
 Instrument No: 717553, of Official Records.

27. An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: January 2, 1980
Instrument No: 8000143, of Official Records.
28. An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: July 11, 1980
Instrument No: 8056827, of Official Records.
29. An easement for sanitary sewer line and incidental purposes in favor of City of Boise City
Recorded: December 3, 1992
Instrument No: 9283895, of Official Records.
30. An easement for sanitary sewer line and incidental purposes in favor of City of Boise City and City of Garden City
Recorded: February 9, 1993
Instrument No: 9309863, of Official Records.
31. Any easements or rights-of-way for public utilities, drainage or irrigation which may exist over, under, across or upon that portion of subject property referenced herein as vacated Osage Alley, vacated 30th Street, vacated 31st Street, and vacated 32nd Street.
32. Intentionally deleted.
33. Intentionally deleted.
34. An easement for greenbelt and bike way, its maintenance, repair, and other incidental purposes in favor of City of Garden City
Recorded: January 26, 2005
Instrument No: 105009839, of Official Records.
35. Intentionally deleted.
36. Intentionally deleted.
37. Intentionally deleted.
38. Intentionally deleted.

39. Any rights, interest, or claims which may exist or arise by reason of the following shown on ALTA/ASCM Land Title Survey dated June 16, 2011, and revised September 26, 2011, prepared by Kestrel Land Surveying, LLC, Job No. KLS Job 11-121, and revised October 11, 2011, under Job No. 11-139, as follows:
- a. Asphalt and concrete sidewalks along Boise river meander in and out of subject property
 - b. Shop building with roof adjacent to Boise River encroaches into adjacent property
 - c. Concrete patio and deck adjacent to Boise River encroaches into adjacent property
 - d. Concrete curb and asphalt adjacent to the Boise Slough encroaches into adjacent property to the east
 - e. Flag Pole and base encroach into adjacent property to the east
 - f. Planter curbs encroach into East 31st Street and East 32nd Street
 - g. Concrete Pad, Shop building with roof, Laundry/Recreation building, concrete patio and above decking, and portions of two-story building encroach into Idaho Power easements
 - h. Recently trenched irrigation ditch located in the northwesterly corner of subject property serves adjoining property to the west
 - i. Fence along westerly boundaries is not coincident with property lines
 - j. Locked gate at end of public East 32nd street is not within subject property
 - k. Two-story building encroaches into easements as reserved in vacation of 30th and 31st Streets

FAIRVIEW ALLEY SUBDIVISION NO. 5.

INCLUDING CERTAIN PARTS OF US. SUBDIVISION NO. 2.

BOISE, IDAHO, 2ND-30TH STS. & HILWAY-JIM GARDWELL, & BOISE RIVER.

THE RECORDS OF

COUNTY OF ADAM.

IDAHO.

STATE OF IDAHO,

COUNTY OF ADAM.

FROM ALL WHOM BY THE SAID PRESENTS: that Home Finance Co. Inc., an Idaho corporation, does hereby certify that it is the owner of certain lands situated in Adams County, Idaho, as shown on the within plat, and particularly described as follows...

IN WITNESS WHEREOF, Home Finance Co. Inc. has hereunto caused its corporate name to be subscribed and its seal to be affixed by its officers, first hereunto having been duly authorized by resolution of its board of directors, on this 16th day of December, 1946.

By Don H. Egleson, President
Attest Eugene H. Hederman, Secretary

STATE OF IDAHO,

COUNTY OF ADAM.

On this 16th day of December, 1946, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Hederman and Don H. Egleson, known to me to be the president and secretary, respectively, of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for the State of Idaho, residing at Boise, Idaho.

STATE OF IDAHO,

COUNTY OF ADAM.

I, Charles H. Egleson, a duly registered Engineer of the State of Idaho, hereby certify that the within and foregoing certificate of Home Finance Co. Inc., contains a true and correct description of the land included in the within plat, and that such plat of said land is true, correct and accurate. IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of December, 1946.

Charles H. Egleson, Registered Engineer

STATE OF IDAHO,

COUNTY OF ADAM.

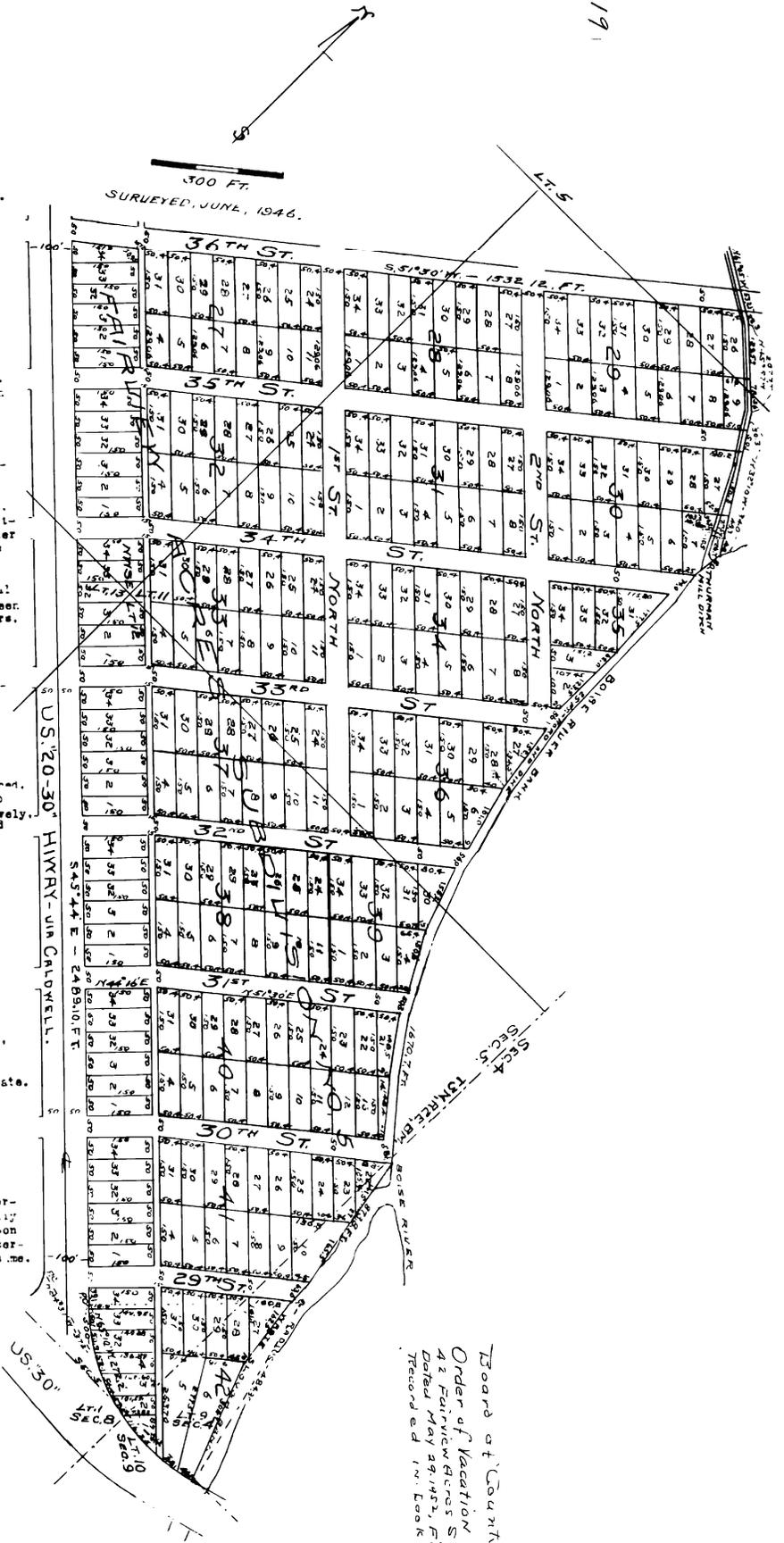
On this 16th day of December, 1946, before me the undersigned, a Notary Public in and for said State, personally appeared Charles H. Egleson, known to me to be the person whose name is subscribed to the within and foregoing certificate, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for the State of Idaho, residing at Boise, Idaho.

- 208847

Home Finance Co.
47
January 47

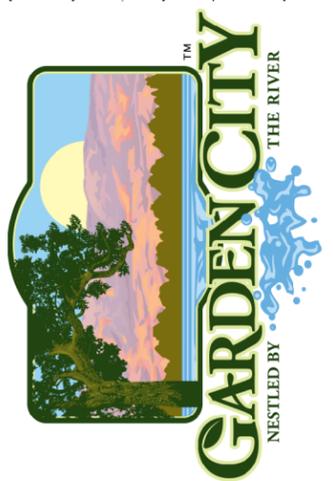
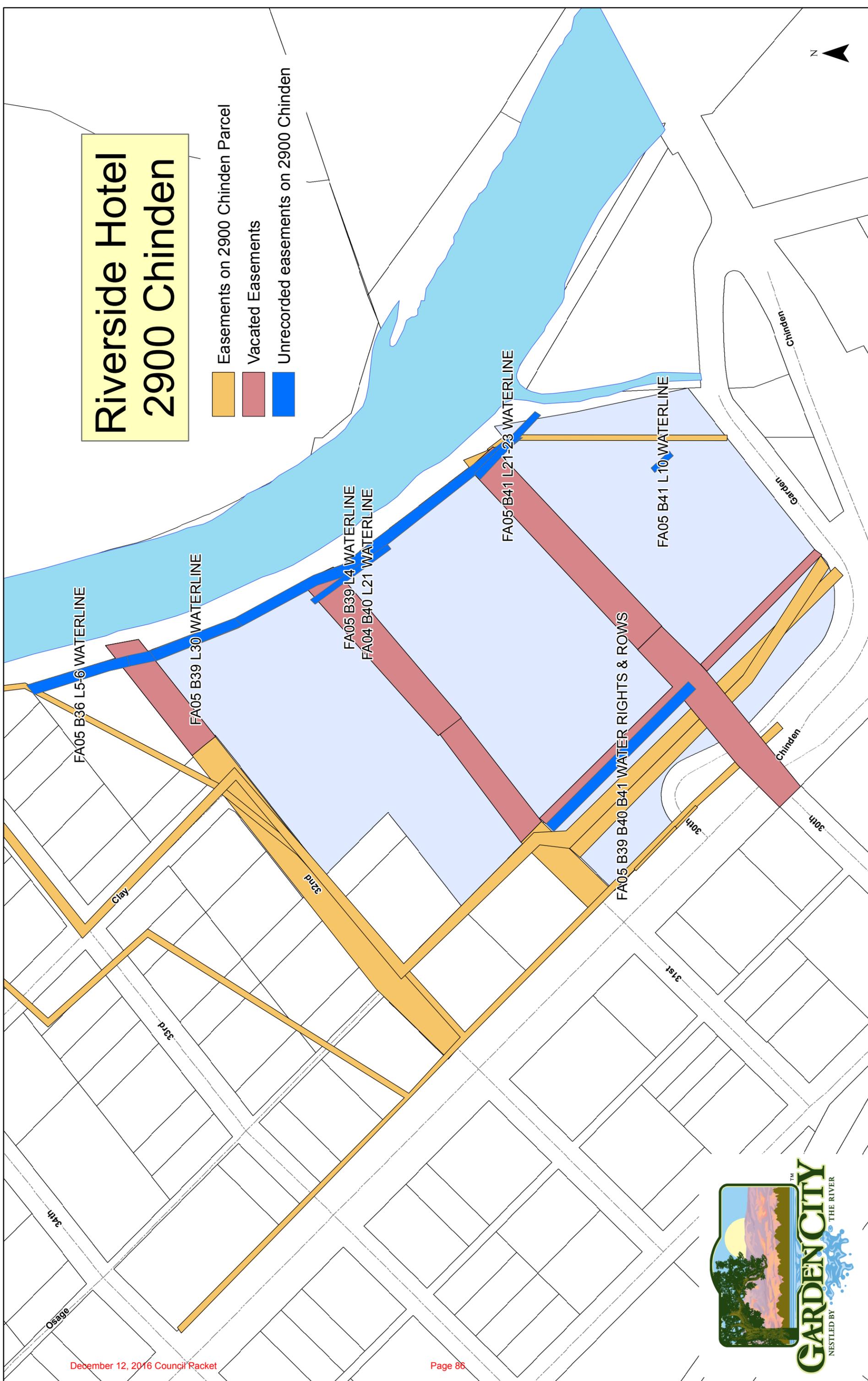
Otto A. Peterson
Eugene R. Noble
#595



Board of County Commissioners
Order of Vacation Alleyway Block
42 Fairview-Burns Sub. No. 5
Dated May 29, 1947, Filed May 29, 1947
Recorded in Book 25, Page 71, 1947

Riverside Hotel 2900 Chinden

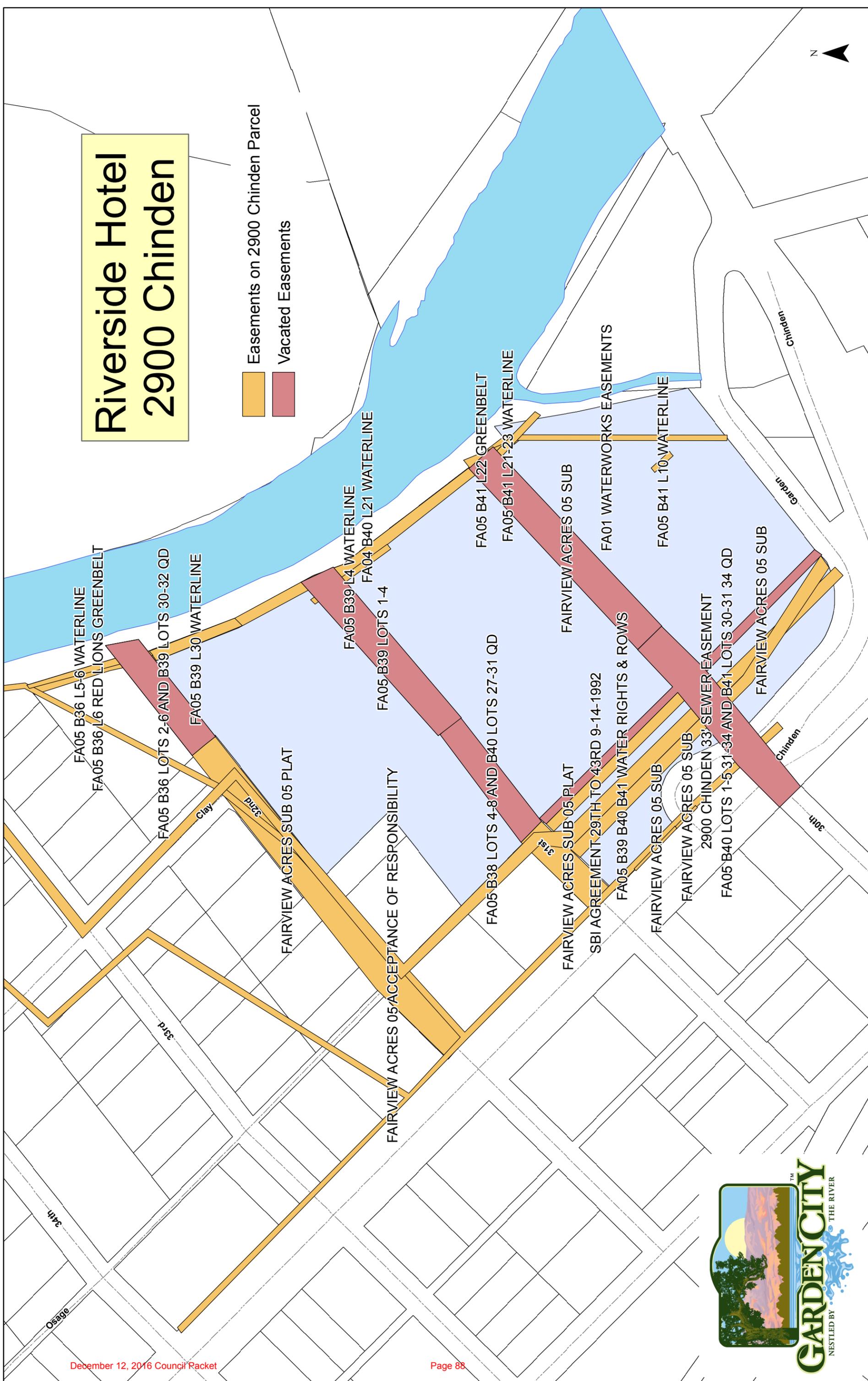
-  Easements on 2900 Chinden Parcel
-  Vacated Easements
-  Unrecorded easements on 2900 Chinden



FILE NAME	VACATED	DATE RECOR	GRANTOR	GRANTEE	PURPOSE	LOCATION	EAS	NOTES	VACATED
FA05 B36 L5-6 WATERLINE	NO	1952-05-10	RANDALL REALTY CO	UNSPECIFIED	20' WATERLINE EASEMENT	FAIRVIEW ACRES 05	2006000049	ALSO IN FA03 MUNICIPAL WATERWORKS MAP	NO
FA05 B39 L4 WATERLINE	NO	1953-02-04	HOME FINANCE CO.	GARDEN CITY	15' WATER LINE EASEMENT	FAIRVIEW ACRES 05	2006000049		NO
FA05 B39 B40 B41 WATER RIGHTS & ROWS	NO	1969-06-10	ROADWAY INN OF BOISE INC	GARDEN CITY	WATER RIGHTS AND ALL PROPERTY ROWS	FAIRVIEW ACRES 05	2006000049	B39 L1-4 & 9-1, B40 L6-14 & L21-27, B41 L1-10 & 22-34 WA	NO
FA05 B41 L10 WATERLINE	NO		FOX FIXTURES AND SUPPLY CO	GARDEN CITY	10' WATER EASEMENT	FAIRVIEW ACRES 05	2006000049	IN THE HISTORICAL GC FILES FAIRVIEW ACRES 5	NO
FA05 B41 L21-23 WATERLINE	NO	1952-04-27	RANDALL REALTY CO	UNSPECIFIED	10' WATERLINE EASEMENT	FAIRVIEW ACRES 05	2006000049	FOUND AT BA	NO
FA05 B39 L30 WATERLINE	NO	1953-02-10	MONTEITH	UNSPECIFIED	15' WATERLINE EASEMENT	FAIRVIEW ACRES 05	2006000049		NO
FA04 B40 L21 WATERLINE	NO		RANDALL REALTY	GARDEN CITY	10' WATERLINE EASEMENT	FAIRVIEW ACRES 05	2006000049		NO

Riverside Hotel 2900 Chinden

Easements on 2900 Chinden Parcel
 Vacated Easements



Leon

U13 - File Copy

Lots 2, 2, 2, 2, 2 - Block 41

WATER LINE EASEMENT

WHEREAS, There is under construction within and adjacent to the Village of Garden City, Ada County, Idaho, a municipal water works system to serve the property owners and residents within said municipality and immediately adjacent thereto, and there is necessity for construction and installation of said water mains and pipe lines to convey water to said property owners and residents;

WHEREAS, It is necessary and required in furtherance of such construction of said municipal water system that a right of way easement over, upon and across said lands within said Village and lands immediately adjacent thereto, be obtained from private owners of property and for the purpose of the more convenient construction of said municipal water system and more convenient access thereto by certain of the properties as included within said municipal water system, all as outlined in the details, plans and specifications as prepared by the Village Engineer and on file with the Village Clerk of said Village;

NOW, THEREFORE, In consideration of the premises and of the location and establishment of said municipal water works system now under construction in and adjacent to said Village and of the payment of the sum of One Dollar (\$1.00) in lawful money of the United States, the receipt whereof is hereby acknowledged, and of the benefits thereto and each of us, by such location of said municipal water system and lines, we, the undersigned, owners of record, occupants and claimants of land required for such lines for said municipal water system and easement along and upon the designated route, hereby signify our approval of said municipal water system as to the location thereof, and do hereby consent thereto and;

TO HEREBY GRANT, GIVE, DEDICATE, ALIEN AND CONFIRM Unto the Village of Garden City, Ada County, Idaho, a municipal corporation of said County and State, a perpetual easement for the location of and burying of pipes or tile, or other means of water conveyance, underground and together with the

right of future maintenance thereof, as necessary, required and incidental in the location, construction and future maintenance of said municipal water system and water carrying lines over and upon a strip of land, as the same is hereafter described, expressly reserving from this easement full rights for the use and enjoyment of all surface rights upon said strip of land as to which this easement is granted.

The license and permit for the entering upon such land for the construction, and such portion as may be necessary for temporary uses incidental to construction, is hereby granted, subject at the conclusion of construction to restoration of fences, if any, upon present boundary lines and in a comparable condition as existed prior to removal thereof, if necessary or required, and that all surplus dirt and soil left following backfilling will be removed unless same is requested to be left upon the premises for other uses of the undersigned in connection with said premises and fully understanding that grasses, herbage, trees, and shrubbery upon said easement right of way are not subject to replacement by the Village of Garden City, Ada County, Idaho, unless the undersigned personally preserves the same for replanting at the conclusion of construction of said municipal water works system.

This easement is solely and only granted for the purpose of construction and necessary entry for future maintenance of said municipal water work system and for no other purpose or purposes whatsoever and is not granted as a right of way or thoroughfare for any other usage in any other way or manner, or at all.

The strip of land, upon and under which this perpetual easement is hereby granted, is situated in or adjacent to the Village of Garden City, Ada County, Idaho, and is described as follows, to-wit:

**DESCRIPTION OF THE VILLAGE OF GARDEN CITY MUNICIPAL WATER
LINE RIGHT OF WAY EASEMENT THROUGH LOTS 22 AND 23 OF BLOCK
41 OF FAIRVIEW ACRES SUBDIVISION NO. 5, FOR GARDEN CITY.**

Recorded Owner: Eagleon Co. Ltd., Boise, Idaho

Contract Owner: Producers Lumber Co., 4205 Fairview Ave., Boise, Idaho.

A strip of land 10 feet in width lying 5 feet on each side of a line described as follows:

Beginning at a point on a line common to the Southeasterly boundary of E. 30th Street and the Northwesterly boundary of Lot 22, Block 41, Fairview Acres Subdivision No. 5, which point lies North 51° 30' East a distance of 50 feet from a lot corner common to Lots 22 and 23, Block 41 and the Southeasterly boundary of E. 30th Street;

thence South 37° 27' East a distance of 53 feet to a point;

thence South 6° 31' East a distance of 113 feet to a point lying on a line common to Lots 23 and 24 of Block 41, which point also lies North 51° 30' East a distance of 20 feet from a corner common to Lots 23 and 24 and the Northwesterly boundary line of Lot 10, Block 41, said strip of land being located entirely within Lots 23 and 24 of Block 41 of Fairview Acres Subdivision No. 5, as platted and recorded on January 10, 1947 in Book 11 of plats at Page 619 in the office of the Ada County Recorder, Boise, Idaho.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this

27th day of April, 1952.

Laurence H. Engleson
Laurence H. Engleson

STATE OF IDAHO)
County of Ada) ss.

On this 27th day of April, 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared Laurence H. Engleson,
Laurence H. Engleson, and Laurence H. Engleson, personally

known to me to be the persons whose names are subscribed to the within and foregoing instrument and who acknowledged to me that they executed the same.

It is further acknowledged that wherever the foregoing instrument has been signed by, or on behalf of a corporation, the foregoing named officers signed the same as and on behalf of said corporation with full authority so to do and duly authorized to sign the same for and on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Wallace R. Bond
Notary Public for Idaho
Residing at Boise, Idaho

WATER LINE EASEMENT

WHEREAS, There is under construction within and adjacent to the Village of Garden City, Ada County, Idaho, a municipal water works system to serve the property owners and residents within said municipality and immediately adjacent thereto, and there is necessity for construction and installation of said water mains and pipe lines to convey water to said property owners and residents;

WHEREAS, It is necessary and required in furtherance of such construction of said municipal water system that a right of way easement over, upon and across said lands within said Village and lands immediately adjacent thereto, be obtained from private owners of property and for the purpose of the more convenient construction of said municipal water system and more convenient access thereto by certain of the properties as included within said municipal water system, all as outlined in the details, plans and specifications as prepared by the Village Engineer and on file with the Village Clerk of said Village;

NOW, THEREFORE, In consideration of the premises and of the location and establishment of said municipal water works system now under construction in and adjacent to said Village and of the payment of the sum of One Dollar (\$1.00) in lawful money of the United States, the receipt whereof is hereby acknowledged, and of the benefits thereto and each of us, by such location of said municipal water system and lines, we, the undersigned, owners of record, occupants and claimants of land required for such lines for said municipal water system and easement along and upon the designated route, hereby signify our approval of said municipal water system as to the location thereof, and do hereby consent thereto and;

TO HEREBY GRANT, GIVE, DEDICATE, ALIEN AND CONFIRM Unto the Village of Garden City, Ada County, Idaho, a municipal corporation of said County and State, a perpetual easement for the location of and burying of pipes or tile, or other means of water conveyance, underground and together with the

right of future maintenance thereof, as necessary, required and incidental in the location, construction and future maintenance of said municipal water system and water carrying lines over and upon a strip of land, as the same is hereafter described, expressly reserving from this easement full rights for the use and enjoyment of all surface rights upon said strip of land as to which this easement is granted.

The license and permit for the entering upon such land for the construction, and such portion as may be necessary for temporary uses incidental to construction, is hereby granted, subject at the conclusion of construction to restoration of fences, if any, upon present boundary lines and in a comparable condition as existed prior to removal thereof, if necessary or required, and that all surplus dirt and soil left following backfilling will be removed unless same is requested to be left upon the premises for other uses of the undersigned in connection with said premises and fully understanding that grasses, herbage, trees, and shrubbery upon said easement right of way are not subject to replacement by the Village of Garden City, Ada County, Idaho, unless the undersigned personally preserves the same for replanting at the conclusion of construction of said municipal water works system.

This easement is solely and only granted for the purpose of construction and necessary entry for future maintenance of said municipal water work system and for no other purpose or purposes whatsoever and is not granted as a right of way or thoroughfare for any other usage in any other way or manner, or at all.

The strip of land, upon and under which this perpetual easement is hereby granted, is situated in or adjacent to the Village of Garden City, Ada County, Idaho, and is described as follows, to-wit:

DESCRIPTION OF THE VILLAGE OF GARDEN CITY MUNICIPAL WATER-
WORKS PIPELINE RIGHT OF WAY EASEMENT THROUGH LOT 10 OF BLOCK
41 OF FAIRVIEW ACRES SUBDIVISION NO. 5, FOR GARDEN CITY.

Recorded Owner: Fox Fixtures and Supply Co., Inc.
920 Fort Street
Boise, Idaho

A strip of land 10.0 feet in width lying 5.0 feet on each side of line beginning at a point on the Northwesterly lot line of Lot 10, Block 41, Fairview Acres Subdivision No. 5, 120.8 feet Northeasterly of the lot corner common to Lots 10, 9, 26, 25;

thence Southeasterly to a point on the Southeasterly lot line of Lot 10, Block 41, which point lies 9.0 feet Northeasterly from the lot corner common to Lots 10 and 9, Block 41, and the Northwesterly boundary of E. 29th Street, and located entirely within said Lot 10 of Block 41 of Fairview Acres Subdivision No. 5, said subdivision being recorded in Book 11 of Plats at Page 619 in the office of the Ada County Recorder, Boise, Idaho.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this

_____ day of _____, 1954.

Paul R. Owens

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of April, 1954, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

_____, _____, _____ and _____, personally

known to me to be the persons whose names are subscribed to the within and foregoing instrument and who acknowledged to me that they executed the same.

It is further acknowledged that wherever the foregoing instrument has been signed by, or on behalf of a corporation, the foregoing named officers signed the same as and on behalf of said corporation with full authority so to do and duly authorized to sign the same for and on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Notary Public for Idaho
Residing at Boise, Idaho

IN WITNESS WHEREOF, We have hereunto set our hands and seals this

_____ day of _____, 1954.

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of April, 1954, before me, the undersigned, a
Notary Public in and for said State, personally appeared _____

_____, _____,
_____ and _____, personally

known to me to be the persons whose names are subscribed to the within and
foregoing instrument and who acknowledged to me that they executed the same.

It is further acknowledged that wherever the foregoing instrument has
been signed by, or on behalf of a corporation, the foregoing named officers
signed the same as and on behalf of said corporation with full authority
so to do and duly authorized to sign the same for and on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and
year in this certificate first above written.

Notary Public for Idaho
Residing at Boise, Idaho

R.A.R.

UND FILE COPY

Lot 21 - Block 40

WATER LINE EASEMENT

WHEREAS, There is under construction within and adjacent to the Village of Garden City, Ada County, Idaho, a municipal water works system to serve the property owners and residents within said municipality and immediately adjacent thereto, and there is necessity for construction and installation of said water mains and pipe lines to convey water to said property owners and residents;

WHEREAS, It is necessary and required in furtherance of such construction of said municipal water system that a right of way easement over, upon and across said lands within said Village and lands immediately adjacent thereto, be obtained from private owners of property and for the purpose of the more convenient construction of said municipal water system and more convenient access thereto by certain of the properties as included within said municipal water system, all as outlined in the details, plans and specifications as prepared by the Village Engineer and on file with the Village Clerk of said Village;

NOW, THEREFORE, In consideration of the premises and of the location and establishment of said municipal water works system now under construction in and adjacent to said Village and of the payment of the sum of One Dollar (\$1.00) in lawful money of the United States, the receipt whereof is hereby acknowledged, and of the benefits thereto and each of us, by such location of said municipal water system and lines, we, the undersigned, owners of record, occupants and claimants of land required for such lines for said municipal water system and easement along and upon the designated route, hereby signify our approval of said municipal water system as to the location thereof, and do hereby consent thereto and;

TO HEREBY GRANT, GIVE, DEDICATE, ALIEN AND CONFIRM Unto the Village of Garden City, Ada County, Idaho, a municipal corporation of said County and State, a perpetual easement for the location of and burying of pipes or tile, or other means of water conveyance, underground and together with the

right of future maintenance thereof, as necessary, required and incidental in the location, construction and future maintenance of said municipal water system and water carrying lines over and upon a strip of land, as the same is hereafter described, expressly reserving from this easement full rights for the use and enjoyment of all surface rights upon said strip of land as to which this easement is granted.

The license and permit for the entering upon such land for the construction, and such portion as may be necessary for temporary uses incidental to construction, is hereby granted, subject at the conclusion of construction to restoration of fences, if any, upon present boundary lines and in a comparable condition as existed prior to removal thereof, if necessary or required, and that all surplus dirt and soil left following backfilling will be removed unless same is requested to be left upon the premises for other uses of the undersigned in connection with said premises and fully understanding that grasses, herbage, trees, and shrubbery upon said easement right of way are not subject to replacement by the Village of Garden City, Ada County, Idaho, unless the undersigned personally preserves the same for replanting at the conclusion of construction of said municipal water works system.

This easement is solely and only granted for the purpose of construction and necessary entry for future maintenance of said municipal water work system and for no other purpose or purposes whatsoever and is not granted as a right of way or thoroughfare for any other usage in any other way or manner, or at all.

The strip of land, upon and under which this perpetual easement is hereby granted, is situated in or adjacent to the Village of Garden City, Ada County, Idaho, and is described as follows, to-wit:

**DESCRIPTION OF THE VILLAGE OF GARDEN CITY MUNICIPAL WATER-
WORKS PIPELINE RIGHT OF WAY EASEMENT THROUGH LOT 21 OF
BLOCK 40 OF FAIRVIEW ACRES SUBDIVISION NO. 5, FOR GARDEN CITY**

Recorded Owner: Randall Realty Co., Boise, Idaho

Contract Owner: Producers Lumber Co., 4205 Fairview Ave., Boise, Idaho

**The Northeasterly 10.0 feet of Lot 21 of Block 40 of Fairview
Acres Subdivision No. 5, said subdivision being recorded January 10, 1947
in Book 11 of Plats at Page 619 in the office of the Ada County Recorder,
Boise, Idaho.**

IN WITNESS WHEREOF, We have hereunto set our hands and seals this

27th day of April, 1954.

Lawrence Helms

STATE OF IDAHO)
) ss.
County of Ada)

On this 27th day of April, 1954, before me, the undersigned, a Notary Public in and for said State, personally appeared *Lawrence Helms*

Helms and _____, personally

known to me to be the persons whose names are subscribed to the within and foregoing instrument and who acknowledged to me that they executed the same.

It is further acknowledged that wherever the foregoing instrument has been signed by, or on behalf of a corporation, the foregoing named officers signed the same as and on behalf of said corporation with full authority so to do and duly authorized to sign the same for and on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Lawrence Helms
Notary Public for Idaho
Residing at Boise, Idaho

IN WITNESS WHEREOF, We have hereunto set our hands and seals this

27th day of April, 1954.

Randall Realty Co
Robert Randall
President

C. Y. Vaughn, Sec.

STATE OF IDAHO)
County of Ada) ss.

On this 27th day of April, 1954, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Randall

_____ and C. Y. Vaughn, personally

known to me to be the persons whose names are subscribed to the within and foregoing instrument and who acknowledged to me that they executed the same.

It is further acknowledged that wherever the foregoing instrument has been signed by, or on behalf of a corporation, the foregoing named officers signed the same as and on behalf of said corporation with full authority so to do and duly authorized to sign the same for and on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Wallace Hard
Notary Public for Idaho
Residing at Boise, Idaho

IN WITNESS WHEREOF, We have hereunto set our hands and seals this
10th day of February, 1953.

Sam A. Montith

Grace V. Montith

STATE OF IDAHO)
County of Ada) ss.

On this 10th day of ^{Feb.} ~~April~~, 1953, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

Sam A. Montith, Grace V. Montith, _____
and _____, personally

known to me to be the persons whose names are subscribed to the within and foregoing instrument and who acknowledged to me that they executed the same.

It is further acknowledged that wherever the foregoing instrument has been signed by, or on behalf of a corporation, the foregoing named officers signed the same as and on behalf of said corporation with full authority so to do and duly authorized to sign the same for and on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Laura Dawson
Notary Public for Idaho
Residing at Boise, Idaho

DESCRIPTION OF THE VILLAGE OF GARDEN CITY MUNICIPAL WATERWORKS
PIPELINE RIGHT OF WAY EASEMENT THROUGH LOT 30 of BLOCK 39 of
FAIRVIEW ACRES SUBDIVISION NO. 5.

Recorded Owner - Home Finance Corporation
(Randall Realty Co.)

Contract Owner - Sam Monteith

The Northeasterly 15.0 feet of Lot 30 of Block 39 of Fairview Acres Subdivision No. 5, said subdivision being recorded January 10, 1947 in Book 11 of Plats at Page 619 in the office of the Ada County Recorder, Boise, Idaho.

right of future maintenance thereof, as necessary, required and incidental in the location, construction and future maintenance of said municipal water system and water carrying lines over and upon a strip of land, as the same is hereafter described, expressly reserving from this easement full rights for the use and enjoyment of all surface rights upon said strip of land as to which this easement is granted.

The license and permit for the entering upon such land for the construction, and such portion as may be necessary for temporary uses incidental to construction, is hereby granted, subject at the conclusion of construction to restoration of fences, if any, upon present boundary lines and in a comparable condition as existed prior to removal thereof, if necessary or required, and that all surplus dirt and soil left following backfilling will be removed unless same is requested to be left upon the premises for other uses of the undersigned in connection with said premises and fully understanding that grasses, herbage, trees, and shrubbery upon said easement right of way are not subject to replacement by the Village of Garden City, Ada County, Idaho, unless the undersigned personally preserves the same for replanting at the conclusion of construction of said municipal water works system.

This easement is solely and only granted for the purpose of construction and necessary entry for future maintenance of said municipal water work system and for no other purpose or purposes whatsoever and is not granted as a right of way or thoroughfare for any other usage in any other way or manner, or at all.

The strip of land, upon and under which this perpetual easement is hereby granted, is situated in or adjacent to the Village of Garden City, Ada County, Idaho, and is described as follows, to-wit:

N. end 32nd St. - E. side
(Randall Realty Co.)
Sam Montellb.

PL 2-1608

WATER LINE EASEMENT

WHEREAS, There is under construction within and adjacent to the Village of Garden City, Ada County, Idaho, a municipal water works system to serve the property owners and residents within said municipality and immediately adjacent thereto, and there is necessity for construction and installation of said water mains and pipe lines to convey water to said property owners and residents;

WHEREAS, It is necessary and required in furtherance of such construction of said municipal water system that a right of way easement over, upon and across said lands within said Village and lands immediately adjacent thereto, be obtained from private owners of property and for the purpose of the more convenient construction of said municipal water system and more convenient access thereto by certain of the properties as included within said municipal water system, all as outlined in the details, plans and specifications as prepared by the Village Engineer and on file with the Village Clerk of said Village;

NOW, THEREFORE, In consideration of the premises and of the location and establishment of said municipal water works system now under construction in and adjacent to said Village and of the payment of the sum of One Dollar (\$1.00) in lawful money of the United States, the receipt whereof is hereby acknowledged, and of the benefits thereto and each of us, by such location of said municipal water system and lines, we, the undersigned, owners of record, occupants and claimants of land required for such lines for said municipal water system and easement along and upon the designated route, hereby signify our approval of said municipal water system as to the location thereof, and do hereby consent thereto and;

TO HEREBY GRANT, GIVE, DEDICATE, ALIEN AND CONFIRM Unto the Village of Garden City, Ada County, Idaho, a municipal corporation of said County and State, a perpetual easement for the location of and burying of pipes or tile, or other means of water conveyance, underground and together with the

*N. End. 31st. St. - W. side
Eagle Sun Realty Co.*

Garden City, Idaho

WATER LINE EASEMENT

WHEREAS, There is under construction within and adjacent to the Village of Garden City, Ada County, Idaho, a municipal water works system to serve the property owners and residents within said municipality and immediately adjacent thereto, and there is necessity for construction and installation of said water mains and pipe lines to convey water to said property owners and residents;

WHEREAS, It is necessary and required in furtherance of such construction of said municipal water system that a right of way easement over, upon and across said lands within said Village and lands immediately adjacent thereto, be obtained from private owners of property and for the purpose of the more convenient construction of said municipal water system and more convenient access thereto by certain of the properties as included within said municipal water system, all as outlined in the details, plans and specifications as prepared by the Village Engineer and on file with the Village Clerk of said Village;

NOW, THEREFORE, In consideration of the premises and of the location and establishment of said municipal water works system now under construction in and adjacent to said Village and of the payment of the sum of One Dollar (\$1.00) in lawful money of the United States, the receipt whereof is hereby acknowledged, and of the benefits thereto and each of us, by such location of said municipal water system and lines, we, the undersigned, owners of record, occupants and claimants of land required for such lines for said municipal water system and easement along and upon the designated route, hereby signify our approval of said municipal water system as to the location thereof, and do hereby consent thereto and;

TO HEREBY GRANT, GIVE, DEDICATE, ALIEN AND CONFIRM Unto the Village of Garden City, Ada County, Idaho, a municipal corporation of said County and State, a perpetual easement for the location of and burying of pipes or tile, or other means of water conveyance, underground and together with the

right of future maintenance thereof, as necessary, required and incidental in the location, construction and future maintenance of said municipal water system and water carrying lines over and upon a strip of land, as the same is hereafter described, expressly reserving from this easement full rights for the use and enjoyment of all surface rights upon said strip of land as to which this easement is granted.

The license and permit for the entering upon such land for the construction, and such portion as may be necessary for temporary uses incidental to construction, is hereby granted, subject at the conclusion of construction to restoration of fences, if any, upon present boundary lines and in a comparable condition as existed prior to removal thereof, if necessary or required, and that all surplus dirt and soil left following backfilling will be removed unless same is requested to be left upon the premises for other uses of the undersigned in connection with said premises and fully understanding that grasses, herbage, trees, and shrubbery upon said easement right of way are not subject to replacement by the Village of Garden City, Ada County, Idaho, unless the undersigned personally preserves the same for replanting at the conclusion of construction of said municipal water works system.

This easement is solely and only granted for the purpose of construction and necessary entry for future maintenance of said municipal water work system and for no other purpose or purposes whatsoever and is not granted as a right of way or thoroughfare for any other usage in any other way or manner, or at all.

The strip of land, upon and under which this perpetual easement is hereby granted, is situated in or adjacent to the Village of Garden City, Ada County, Idaho, and is described as follows, to-wit:

DESCRIPTION OF THE VILLAGE OF GARDEN CITY MUNICIPAL WATERWORKS
PIPELINE RIGHT OF WAY EASEMENT THROUGH LOT 4 OF BLOCK 39 OF
FAIRVIEW ACRES SUBDIVISION NO. 5

Recorded Owner - Home Finance Co.
(Eagleson Co. Ltd.)

Contract Owner - None

The Northeasterly 15.0 feet of Lot 4 of Block 39 of Fairview
Acres Subdivision No. 5, said subdivision being recorded January 10,
1947 in Book 11 of Plats at Page 619 in the office of the Ada County
Recorder, Boise, Idaho.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this

4th day of February, 1952.

Home Finance Co
by Don H. Egleson Sec

STATE OF IDAHO)
County of Ada) ss.

On this 4th day of February, 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

Don H. Egleson,
_____ and _____, personally

known to me to be the persons whose names ^{is} ~~are~~ subscribed to the within and foregoing instrument and who acknowledged to me that ^{he} ~~they~~ executed the same.

It is further acknowledged that wherever the foregoing instrument has been signed by, or on behalf of a corporation, the foregoing named officers signed the same as and on behalf of said corporation with full authority so to do and duly authorized to sign the same for and on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Oscar V. Wheeler
Notary Public for Idaho
Residing at Boise, Idaho

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That in consideration for the conveyance by the City of Garden City, Idaho, of all water rights owned by the said Garden City, Idaho, in and to the following described real property, to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34 of Block 41, Fairview Acres Subdivision No. 5, Ada County, Idaho;

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27 of Block 40, Fairview Acres Subdivision No. 5, Ada County, Idaho;

Lots 1, 2, 3, 4, 9, 10, and 11 of Block 39, Fairview Acres Subdivision No. 5, Ada County, Idaho,

The Rodeway Inn of Boise, Inc., a Utah corporation qualified to do business in Idaho, hereinafter referred to as "Rodeway," agrees and covenants with Garden City, Idaho, as follows:

1. Rodeway agrees to acquire and purchase from the City of Garden City, Idaho, all of the domestic water used in its operation on the above-described real property at the rates set by Garden City for citizens of Garden City, Idaho.

2. Rodeway agrees to make use of the Garden City Sewer System at their operation on the above-described real property at the rates set by Garden City for citizens of Garden City, Idaho.

3. Rodeway understands and agrees that the sewer and water lines under that portion of East Thirtieth and Thirty-First Streets in Garden City, Idaho, which have heretofore been abandoned and vacated by Garden City are now a part of the property owned by Rodeway and that Rodeway is responsible for their maintenance.

4. Rodeway agrees to pay to the City of Garden City, Idaho ONE HUNDRED DOLLARS (\$100.00) on or before August 1, 1969, for engineering expenses incurred by Garden City for inspection and design of the relocation of an irrigation canal heretofore moved by Garden City for the convenience of Rodeway.

5. Rodeway agrees to pay all expenses incurred by the City of Garden City for publication of ordinances having to do with the vacation of Twenty-Ninth, Thirtieth, and Thirty-First Streets and Osage Alley in Garden City, Idaho, and also agrees to pay all costs incurred by the City of Garden City for publication of ordinances authorizing the conveyance by Garden City of water rights, as set out above, to Rodeway.

6. Rodeway is aware of, and understands that the City of Garden City is now maintaining a water line along the East boundary line of the real property owned by Rodeway, adjacent to the Boise River, and hereby agrees to execute the necessary easements or rights-of-way to Garden City to facilitate the continued maintenance by Garden City of said water line.

7. If it becomes necessary in the opinion of the City Engineer of Garden City, Rodeway agrees to assume the expense of relocating, blocking off or disposing of

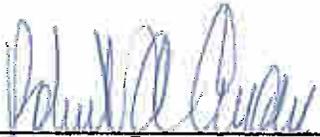
the sewer lines which service the real property described above and owned by Rodeway which were formerly the extensions of East Thirtieth and East Thirty-First Streets in Garden City, Idaho.

8. Rodeway agrees to execute to the City of Garden City, Idaho, an easement or right-of-way to relocate and maintain the sewer line on the property of Rodeway which was formerly under Osage Alley, said easement or right-of-way to be used by Garden City if it becomes necessary, in the opinion of the City Engineer of Garden City, to do so.

DATED this 10 day of June, 1969.

THE RODEWAY INN OF BOISE, INC.

By 
President


Secretary

N32nd St. - W. side
Randall Realty Co.

Contract Owner - (if any)

WATER LINE EASEMENT

WHEREAS, There is under construction within and adjacent to the Village of Garden City, Ada County, Idaho, a municipal water works system to serve the property owners and residents within said municipality and immediately adjacent thereto, and there is necessity for construction and installation of said water mains and pipe lines to convey water to said property owners and residents;

WHEREAS, It is necessary and required in furtherance of such construction of said municipal water system that a right of way easement over, upon and across said lands within said Village and lands immediately adjacent thereto, be obtained from private owners of property and for the purpose of the more convenient construction of said municipal water system and more convenient access thereto by certain of the properties as included within said municipal water system, all as outlined in the details, plans and specifications as prepared by the Village Engineer and on file with the Village Clerk of said Village;

NOW, THEREFORE, In consideration of the premises and of the location and establishment of said municipal water works system now under construction in and adjacent to said Village and of the payment of the sum of One Dollar (\$1.00) in lawful money of the United States, the receipt whereof is hereby acknowledged, and of the benefits thereto and each of us, by such location of said municipal water system and lines, we, the undersigned, owners of record, occupants and claimants of land required for such lines for said municipal water system and easement along and upon the designated route, hereby signify our approval of said municipal water system as to the location thereof, and do hereby consent thereto and;

TO HEREBY GRANT, GIVE, DEDICATE, ALIEN AND CONFIRM Unto the Village of Garden City, Ada County, Idaho, a municipal corporation of said County and State, a perpetual easement for the location of and burying of pipes or tile, or other means of water conveyance, underground and together with the

right of future maintenance thereof, as necessary, required and incidental in the location, construction and future maintenance of said municipal water system and water carrying lines over and upon a strip of land, as the same is hereafter described, expressly reserving from this easement full rights for the use and enjoyment of all surface rights upon said strip of land as to which this easement is granted.

The license and permit for the entering upon such land for the construction, and such portion as may be necessary for temporary uses incidental to construction, is hereby granted, subject at the conclusion of construction to restoration of fences, if any, upon present boundary lines and in a comparable condition as existed prior to removal thereof, if necessary or required, and that all surplus dirt and soil left following backfilling will be removed unless same is requested to be left upon the premises for other uses of the undersigned in connection with said premises and fully understanding that grasses, herbage, trees, and shrubbery upon said easement right of way are not subject to replacement by the Village of Garden City, Ada County, Idaho, unless the undersigned personally preserves the same for replanting at the conclusion of construction of said municipal water works system.

This easement is solely and only granted for the purpose of construction and necessary entry for future maintenance of said municipal water work system and for no other purpose or purposes whatsoever and is not granted as a right of way or thoroughfare for any other usage in any other way or manner, or at all.

The strip of land, upon and under which this perpetual easement is hereby granted, is situated in or adjacent to the Village of Garden City, Ada County, Idaho, and is described as follows, to-wit:

DESCRIPTION OF THE VILLAGE OF GARDEN CITY MUNICIPAL WATERWORKS
PIPELINE RIGHT OF WAY EASEMENT THROUGH LOTS 5 AND 6 OF BLOCK
36 OF FAIRVIEW ACRES SUBDIVISION NO. 5.

Recorded Owner: Randall Realty Co.

The Northeasterly 20.0 feet of the Southeasterly one-half of
Block 36 (which includes a portion of both Lot 5 and Lot 6) of
Fairview Acres Subdivision No. 5, said subdivision being recorded
January 10, 1947 in Book 11 of Plats at Page 619 in the Ada County
Recorder's office, Boise, Idaho.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this

2nd day of May, 1952.

Rosetta Randall

P. Y. Vaughn, Sec.

STATE OF IDAHO)
County of Ada) ss.

On this 2nd day of May, 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert G. Randall, P. Y. Vaughn, _____ and _____, personally

known to me to be the persons whose names are subscribed to the within and foregoing instrument and who acknowledged to me that they executed the same.

It is further acknowledged that wherever the foregoing instrument has been signed by, or on behalf of a corporation, the foregoing named officers signed the same as and on behalf of said corporation with full authority so to do and duly authorized to sign the same for and on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Laura Blaylock
Notary Public for Idaho
Residing at Boise, Idaho