

# PLANNING SUBMITTAL FORM

Permit info: MLDFY 2011-00002  
 Application Date: 12.23.15 Rec'd by: lg  
 FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714•208.472.2921(tel.)  
 208.472.2926 (FAX) ▪ [www.gardencityidaho.govoffice.com](http://www.gardencityidaho.govoffice.com)

APPLICANT	PROPERTY OWNER
<b>Name:</b> John Rennison	<b>Name:</b> same
<b>Company:</b> HB State, LLC	<b>Company:</b>
<b>Address:</b> 1980 S. Meridian Road, Suite 140	<b>Address:</b>
<b>City:</b> Meridian	<b>City:</b>
<b>State:</b> <b>Zip:</b> Idaho                83642	<b>State:</b> <b>Zip:</b>
<b>Tel.:</b> (208) 938-2440	<b>Tel.:</b>
<b>FAX:</b> -	<b>FAX:</b>
<b>E-mail:</b> john@rennisonengineering.com	<b>E-mail:</b>

**ACTION REQUESTED (check all that apply)**

**ALL BLUEPRINTS MUST BE FOLDED INTO 8 1/2" X 11" SIZE WITH THE TITLE BLOCK/PANEL FACE UP SO AS TO FIT WITHIN A LEGAL SIZE FILE FOLDER**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Appeal<br><input type="checkbox"/> Lot Line Adjustment<br><input type="checkbox"/> City Code Text Amendment<br><input type="checkbox"/> Sign Permit<br><input type="checkbox"/> Specific Area Plan<br><input type="checkbox"/> Comprehensive Plan Amendment<br><input type="checkbox"/> Conditional (special) Use Permit<br><input type="checkbox"/> Temporary Use Permit | <input type="checkbox"/> Design Review<br><input type="checkbox"/> Final Plat<br><input type="checkbox"/> Flood Plain Dev<br><input type="checkbox"/> Variance<br><input type="checkbox"/> MFH Installation<br><input checked="" type="checkbox"/> Minor Land Division<br><input type="checkbox"/> Ability to Serve-CUP, DSR or SUB if applicable | <input type="checkbox"/> Preliminary Plat<br><input type="checkbox"/> Preliminary PUD<br><input type="checkbox"/> Re-zone<br><input type="checkbox"/> Zoning Certificate<br><input type="checkbox"/> MFH Removal<br><input type="checkbox"/> Minor PUD |
|--|---|--|

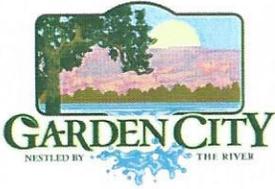
**PROPERTY INFORMATION**

**Site address:**  
10015 W. State Street, Garden City, ID 83714

<b>Subdivision Name:</b> ROS 9901 - Grace at State Street, LLC	<b>Lot:</b> Parcel A	<b>Block:</b> -
<b>Tax Parcel Number:</b> S0514346700	<b>Zoning:</b> C-2	<b>Total Acres:</b> 1.079
<b>Proposed Use:</b> Retail	<b>Floodplain:</b> <u>yes</u> no	

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

John Rennison                      12/23/15                      Same  
 signature of the applicant                      (date)                      signature of the owner                      (date)



**LAND DIVISION**

Permit info: MLDFY 2016-00002

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**CONTACT INFORMATION**

**APPLICANT**

Name: HB State, LLC Address: 1980 S. Meridian Road, Ste 140  
 Email: john@rennisonengineering.com Meridian, ID 86342  
 Phone: (208) 938-2440

**OWNER**

Name: same Address:  
 Email:  
 Phone:

**PROPERTY INFORMATION**

Subdivision/Project Name:  
ROS 9901 - Grace at State Street, LLC - Parcel A (The Human Bean)

Site address:  
10015 W. State Street, Garden City, ID 83714

Description of Existing Use(s):  
The Human Bean (a walk-up & drive-thru coffee shop)

Description of Surrounding Uses:  
Low and medium density single-family, commercial, assisted

**APPLICATION INFORMATION**

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

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

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

Number of common lots\_\_\_\_\_ Square feet of common open space\_\_\_\_\_

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

---Also refer to CUP and DR applications for The Human Bean (Jan. 2015)

What public services and facilities are required for this development?  Fire Protection  Police Protection  Water  Sewer  Drainage  
 \_\_\_\_\_Streets \_\_\_\_\_Schools Water & sewer services stubbed to project site,  
 Drainage to be contained on-site

What housing types are proposed? MARK ALL THAT APPLY  
 Single Family\_\_\_\_\_ Condos\_\_\_\_\_ Townhomes\_\_\_\_\_ Live/Work\_\_\_\_\_  
 Manufactured/ Mobile Homes\_\_\_\_\_ N/A\_\_\_\_\_

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

Is the project within the Floodplain? Yes, see Elevation Certificate for The Human Bean

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

The use is sited adjacent to State St. and on an existing street corner with an existing decel traffic lane on State Street. Traffic impacts are anticipated to be typical of commercial development and will not require any off-site improvements. Impact fees already paid to ACHD.

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

Are there new roads proposed/required? No

Are there new ingress/egress being proposed? No

**How has off-street parking and loading been arranged and sized to prevent traffic congestion?** The on-site parking area is sized to meet the needs of the development. No off-site parking is anticipated.

**How has vehicular and pedestrian circulation been arranged with respect to adjacent facilities and internal circulation?** The project provides for integration of pedestrian & vehicular use and connectivity along State Street.

**Has there been connection to or access provided for future connections to bicycle and pedestrian pathways or regional transit?** The project is located 38 feet from a pedestrian path along State Street.

**What neighborhood characteristics exist or are planned which make this development compatible with the neighborhood and adjoining properties?** The development is located within walking distance to residences.

**What is the effect of this site development on the adequacy of storm and surface water facilities?** All drainage is to be contained on-site. The existing swale on the north side of the parcel has been sized for future contribution.

**How will the design create a sense of place (usable open space, public art, visual focus points)?** An outdoor seating area is provided at The Human Bean. The architecture of The Human Bean is very aesthetically pleasing.

**How has landscaping been used to protect existing trees, utilize existing features, create harmony with adjacent development and prevent erosion and dust?** No trees existed prior to the development of the site. Landscaping prevents erosion.

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

**Have native or drought resistant plants been utilized in the landscaping plan? If so what types and what percentage of the overall landscape is dedicated to these plants?** Refer to the landscape plan for The Human Bean attached to this application.

**What sustainable concepts have been incorporated into the design?** Refer to the attached Sustainability Checklist submitted with the Design Review application for The Human Bean.

**APPLICATION INFORMATION REQUIRED (PLEASE CHECK)**

**NOTE: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

Date of Pre-Application Conference \_\_\_\_\_

Date of Sketch Plat Approval \_\_\_\_\_

- |                                     |  |  |
|-------------------------------------|--|--|
| <input checked="" type="checkbox"/> | <b>A CD CONTAINING ALL APPLICATION MATERIALS</b>                             |  |
| <input checked="" type="checkbox"/> | Planning Submittal Form  | <input checked="" type="checkbox"/> Compliance Statement |
| <input checked="" type="checkbox"/> | Preliminary Title Report   | <input checked="" type="checkbox"/> Statement of Intent  |
| <input checked="" type="checkbox"/> | Legal Description  | <input type="checkbox"/> Approved Sketch Plat            |
| <input checked="" type="checkbox"/> | Pre-application conference form <i>5/11/15</i>                               |  |
| <input checked="" type="checkbox"/> | Neighborhood Map   |  |
| <input type="checkbox"/>            | Eleven (11) Sketch Map (Required for subs with 4 or more proposed lots)      |  |
| <input type="checkbox"/>            | Eleven (11) Subdivision Map  |  |
| <input checked="" type="checkbox"/> | Eleven (11) Site Plan (4 copies)   |  |
| <input type="checkbox"/>            | Eleven (11) Landscape Plan   |  |
| <input type="checkbox"/>            | Eleven (11) Schematic Drawings   |  |
| <input checked="" type="checkbox"/> | Lighting Plan (4 copies)   |  |
| <input checked="" type="checkbox"/> | Topographic Survey (4 copies)  |  |
| <input checked="" type="checkbox"/> | Grading Plan (4 copies)  |  |
| <input type="checkbox"/>            | Two (2) Soils Report   |  |
| <input type="checkbox"/>            | Two (2) Hydrology Report   |  |
| <input type="checkbox"/>            | Two (2) Engineering Drawings and Specifications                              |  |
| <input type="checkbox"/>            | Two (2) Natural Hazard and Resources Analysis                                |  |
| <input checked="" type="checkbox"/> | Two (2) Dedications and Easements  |  |
| <input checked="" type="checkbox"/> | Two (2) Covenants and Deed Restrictions                                      |  |
| <input checked="" type="checkbox"/> | Ability to Serve Letter  |  |
| <input type="checkbox"/>            | Neighborhood Meeting Verification  |  |
| <input checked="" type="checkbox"/> | Affidavit of Legal Interest  |  |
| <input type="checkbox"/>            | Affidavit of Posting and Photos (Due 7 days before the hearing)              |  |
| <input checked="" type="checkbox"/> | Irrigation/Ditch Company Information Form                                    |  |
| <input type="checkbox"/>            | Locations, elevations, and materials of proposed signage or Master Sign Plan |  |

**FOR CONDOMINIUM SUBDIVISIONS:**

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

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

**INFORMATION REQUIRED ON COMPLIANCE STATEMENT (PLEASE CHECK):**

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

**INFORMATION FOR STATEMENT OF INTENT (PLEASE CHECK):**

- Should include purpose, scope, and intent of project

- Information concerning noxious uses, noise, vibration, and any other aspects of the use or structure that may impact adjacent properties or the surrounding community

**INFORMATION FOR PRELIMINARY TITLE REPORT (PLEASE CHECK):**

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

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

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

**INFORMATION FOR SKETCH PLAT (PLEASE CHECK):**

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

**INFORMATION FOR PRE-APPLICATION FORM (PLEASE CHECK):**

- A form signed by the planning official certifying a pre-application conference took place for this application prior to applying. The sign-in sheet of the pre-application conference should also be attached.

**INFORMATION REQUIRED ON NEIGHBORHOOD MAP (PLEASE CHECK):**

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

**INFORMATION REQUIRED ON PRELIMINARY SUBDIVISION MAP (PLEASE CHECK):**

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

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

**INFORMATION REQUIRED ON SITE PLAN(PLEASE CHECK):**

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

**INFORMATION REQUIRED ON LANDSCAPE PLAN (PLEASE CHECK):**

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

- Log of square footage of landscaping materials corresponding to location
- Proposed storm water systems
- Locations and dimensions of open space

**INFORMATION REQUIRED ON SCHEMATIC DRAWINGS (PLEASE CHECK):**

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

**INFORMATION REQUIRED ON LIGHTING PLAN (PLEASE CHECK):**

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

**INFORMATION FOR TOPOGRAPHIC SURVEY (PLEASE CHECK):**

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

**INFORMATION REQUIRED ON GRADING PLAN (PLEASE CHECK):**

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

**INFORMATION FOR SOILS REPORT (PLEASE CHECK):**

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

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

**INFORMATION FOR HYDROLOGY REPORT(PLEASE CHECK):**

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

**INFORMATION FOR ENGINEERING DRAWINGS AND SPECIFICATIONS (PLEASE CHECK):**

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

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

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

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

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

**INFORMATION FOR DEDICATIONS AND EASEMENTS (PLEASE CHECK):**

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

**INFORMATION FOR COVENANTS AND DEED RESTRICTIONS (PLEASE CHECK):**

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

**INFORMATION FOR WILL SERVE LETTER(PLEASE CHECK):**

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

**INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION (PLEASE CHECK):**

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

**INFORMATION FOR AFFIDAVIT OF LEGAL INTEREST (PLEASE CHECK):**

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

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

- A signed affidavit affirming that the required sign has been posting on the property ten days before the hearing
- Photos (digital or print) of posted sign

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

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

**INFORMATION REQUIRED FOR MASTER SIGN PLAN (PLEASE CHECK):**

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

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## SUSTAINABILITY CHECKLIST

Permit info: MUDFY 2016-00002  
 Application Date: 12.23.15 Rec'd by: kg  
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Compliance with 8-4G is required for all new non-residential structures, new additions over 5,001 sq. ft. to existing non-residential structures, and all new residential developments over 4 units. This is accomplished through a point system. For more details, consult 8-4G of the Garden City Code.

The following projects are exempt from the requirements of 8-4G:

1. A project that can be certified by a nationally or regionally recognized program for green building construction and/or development.
2. A residential or non-residential development that will be:
  - a. Built to the maximum density or a floor area ratio of 1.0;
  - b. Located on a site that was previously developed with at least 50% site coverage;
  - c. Located within ¼ mile of a residential zone with an average density of (10) unites per acres net;
  - d. Located within ¼ mile walking distance of at least two of the following basic services:
    - i. Restaurant
    - ii. Church or Place of Religious Worship
    - iii. Food Store
    - iv. Day Care
    - v. Dry Cleaning Establishment
    - vi. Personal or Professional Services
    - vii. Health Care and Social Services
    - viii. Post Office
    - ix. School
    - x. Health Club
3. A mixed use project in compliance with the requirements as set forth in Article 8-3G of this title.

Place a "x" next to the development that applies to your project.

X	Type of Development	Points required
	New residential development over 4 units	6 pts. per unit
X	New Non-residential development: 5,000 sq. ft. or less	12 pts.
	New Non-residential development: 5,001 – 15,000 sq. ft.	18 pts.
	New Non-residential development: 15,001 – 30,000 sq. ft.	24 pts.
	New Non-residential development: Over 30,000 sq. ft.	32 pts.
	Non-residential additions: 5,001 – 15,000 sq. ft.	12
	Non-residential additions: 15,001 – 30,000 sq. ft.	18
	Non-residential additions: Over 30,000 sq. ft.	24 pts

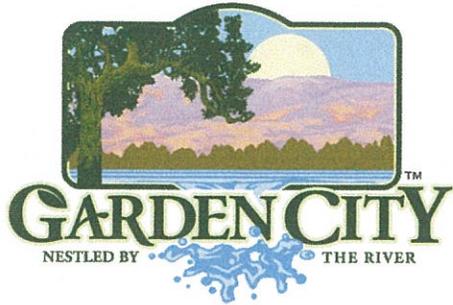
Using the checklist below, place an "x" next to the sustainable criteria utilized in the project. Usage of each criteria will need to be shown on the site plan and/or landscaping plan or other appropriate plan. Failure to meet the requirements of 8-4G may result in the denial of the project.

<b>X</b>	<b>Sustainable Criteria</b>	<b>Development Type</b>	<b>Points</b>
	Project located within ¼ walking distance of one or more stops of a TOD or established public transit line usable by building occupants (0.3 miles to Horseshoe Bend Rd/Carlton Bay Dr)	ALL	4
	Shower and changing facilities for employees who may walk or bike to work are provided	Non-residential	2
	A board or computer is located in a public space that provides the following information for both employees and customers A. Information on carpooling programs B. Transit trip planning assistance C. Transit Maps D. Maps of preferred bike routes and the location(s) of secure bicycle parking, lockers and showers, if provided	Non-residential	1
	Employees are provided at no cost membership in a car-share or van-pool program in which (1) the contract is for at least 2 years, and (2) preferred parking is provided for shared parking, and (3) it is demonstrated that these cars are capable of servicing 5% of the employees	Non-residential	1
	Incentives are provided for employees who carpool or use alternative transportation to get to work. Potential incentives may include guaranteed ride home programs, preferred parking, or transit pass subsidies.	Non-residential	1
X	Bike parking is provided that exceeds the standard set forth in Section XX of this code	Non-residential	2
X	Pedestrian pathway or bike trails are dedicated for public use (Public sidewalk parallel to State Street)		4
	An easily accessible area is provided that serves the entire building and is dedicated to the collection and storage of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals	ALL	1
	In re-construction of existing sites, at least fifty (50) percent of non-hazardous construction and demolition debris is recycled and/or salvaged	ALL	3
	At least fifty (50) percent (based on surface area) of the existing building structure is incorporated or reused in the new structure.	ALL	2
	A minimum of fifty (50) percent of the parking spaces is provided under cover, including under deck or under roof.	Non-residential	3
	Parking is provided underground or below, habitable space.	Non-residential; multi-family residential	1 per two spaces

	Any combination of the following for fifty (50) percent of the side hardscape including roads, sidewalks, courtyards, and parking lots is provided: A. Shade (within 5 years of occupancy) B. Paving materials with a Solar Reflectance Index (SRI) of at least 29 C. Open grid pavement system	Non-residential; multi-family residential	3
	A vegetated roof for at least fifty (50) percent of the roof area is provided	ALL	3
	Use of alternate sources of energy		
	Solar collectors are an allowed structure in the CC&R's	Residential	2
	Only captured rain water, recycled wastewater, recycled gray water, or water treated is used for non-potable uses for irrigation	ALL	4
	Landscaping is provided that does not require permanent irrigation systems. Temporary irrigation systems used for plan establishment are allowed only if removed within one year of installation	ALL	3
X	If irrigation is provided, a drip irrigation system is used. (All shrub beds)	ALL	2
X	Alternative surfaces (e.g., vegetated roofs, pervious pavement or grid pavers) and nonstructural techniques (e.g., rain gardens, <u>vegetated swales</u> , disconnection of imperviousness, rainwater recycling) are used to reduce imperviousness and promote infiltration thereby reducing pollutant loadings	ALL	3
	Storm water volumes generated from the site are reused for non-potable uses such as landscape irrigation, toilet and urinal flushing and custodial uses.	ALL	3
X	A storm water infiltration and retention system is provided on the site.	ALL	1
X	Vegetated open space areas are provided adjacent to the building that is equal to the building footprint	Non-residential	2
	The project design restores surface water systems, including streams and wetlands.	ALL	4
	The project design retains all trees on the site that are four (4) inch caliper or greater in size.	ALL	3
	The development footprint is located in the footprint of a previous building or impervious surface area.	ALL	2
	Land is dedicated for conservation of habitat or wetlands	ALL	4
	An area of ten (10) percent of the project site is dedicated for community gardens.	ALL	3
	A minimum of one acres of land is dedicated for permanent agriculture use.	ALL	4

**Total Points Required for Project:** 12

**Total Points From Checklist** 14



## CITY OF GARDEN CITY

6015 Glenwood Street • Garden City, Idaho 83714

Phone 208/472-2900 • Fax 208/472-2996

6 March 2015

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

Subject: **10015 West State Street  
Water and Sanitary Sewer Ability to Serve  
PWU2015-00002**

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

The city water system in the area provided a minimum fire flow of 1,500 gallons per minute with a residual pressure of 20 pounds per square inch for two hours based upon a letter dated 15 January 2015 (fire hydrant 6094) from the Garden City Public Works Water Division. Said system is capable of providing adequate fire protection capacity to serve a proposed facility if the North Ada County Fire and Rescue District determines that the project does not require more fire protection water than what is available from the city system. Should the District require more fire protection water than the current system is capable of providing; the owner of the project may be required to modify and propose construction to comply with the District's flow requirements and/or upgrade the city's water system. The District may also require additional fire hydrants.

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

The existing city sewer system is capable of serving the property if flows are reasonable in volume. If a new connection or change to the connection to the system is necessary, the applicant must verify location and available grade to the city sewer system. Special uses on the site may require pretreatment of

wastewater based upon review of use by Garden City Environmental. Any new connections, changes to connections and discharges to Garden City sewer lines to serve the facility must be coordinated with Garden City Public Works.



Sincerely,

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

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

Mr. Chas Heaton  
Garden City Water Manager  
City of Garden City

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

AFTER RECORDING MAIL TO:

H B State, LLC  
6901 W. Emerald St., Suite 201  
Boise, ID 83704

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

---

## WARRANTY DEED

File No.: **4102-2276518 (KY)**

Date: **December 04, 2014**

For Value Received, **Grace at State Street, LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **H B State, LLC, an Idaho limited liability company**, hereinafter referred to as Grantee, whose current address is **6901 W. Emerald St., Suite 201, Boise, ID 83704**, the following described premises, situated in **Ada County, Idaho**, to wit:

**Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

AFTER RECORDING MAIL TO:

H B State, LLC  
6901 W. Emerald St., Suite 201  
Boise, ID 83704

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
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APN:

Warranty Deed  
- continued

File No.: 4102-2276518 (KY)  
Date: 12/04/2014

## EXHIBIT A

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

### PARCEL A:

**A PARCEL BEING SITUATED IN A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT A FOUND BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 14, WHICH BEARS NORTH 89°25'17" WEST A DISTANCE OF 2,644.47 FEET FROM A FOUND 5/8-INCH REBAR MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 14, THENCE FOLLOWING THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°25'17" EAST A DISTANCE OF 2,352.08 FEET TO A POINT BEING WITNESSED BY A 5/8-INCH REBAR WHICH BEARS NORTH 89°25'17" WEST A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 62°17'20" WEST A DISTANCE OF 341.64 FEET (FORMERLY NORTH 62°16'52" WEST A DISTANCE OF 341.72 FEET) TO A 5/8-INCH REBAR; THENCE NORTH 62°17'20" WEST A DISTANCE OF 797.29 FEET (FORMERLY NORTH 62°16'52" WEST A DISTANCE OF 797.30 FEET) TO A 5/8-INCH REBAR ON THE EASTERLY LINE OF CARLTON BAY SUBDIVISION; THENCE FOLLOWING SAID EASTERLY LINE, NORTH 25°20'43" EAST A DISTANCE OF 303.80 FEET TO A 5/8-INCH REBAR AND BEING THE POINT OF BEGINNING.**

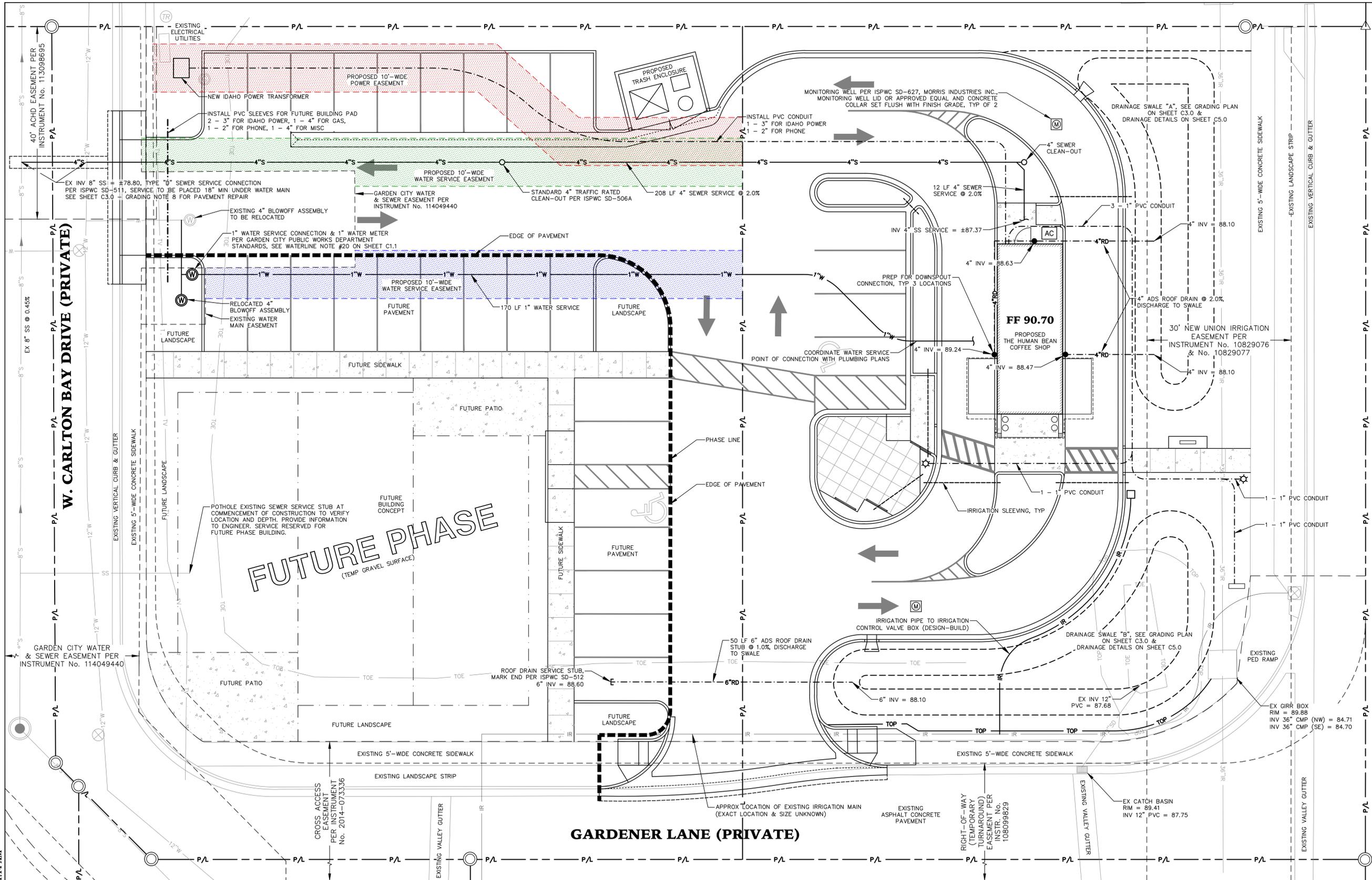
**THENCE FOLLOWING SAID EASTERLY LINE, NORTH 25°20'43" EAST A DISTANCE OF 273.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF W. STATE STREET BEING WITNESSED BY A 5/8-INCH REBAR WHICH BEARS SOUTH 25°20'43" WEST A DISTANCE OF 25.00 FEET; THENCE LEAVING SAID EASTERLY LINE AND FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 64°37'30" EAST A DISTANCE OF 173.00 FEET TO A 5/8-INCH REBAR; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 25°20'49" WEST A DISTANCE OF 252.60 FEET TO A 5/8-INCH REBAR; THENCE SOUTH 70°20'49" WEST A DISTANCE OF 28.24 FEET TO A 5/8-INCH REBAR; THENCE NORTH 64°57'17" WEST A DISTANCE OF 153.02 FEET TO THE POINT OF BEGINNING.**

APN:

PLOT DATE & TIME: 7/20/2015 11:14 AM



Know what's below.  
Call before you dig.



**GENERAL NOTES**

1. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH GARDEN CITY PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS AND THE ISPPWC. SEE GARDEN CITY STANDARD CONSTRUCTION NOTES ON SHEET C1.1 OF THESE PLANS.
2. CONTRACTOR TO VERIFY EXISTING INVERT ELEVATIONS AT BEGINNING OF CONSTRUCTION AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR POTENTIAL ISSUES.
3. GROUND WATER ELEVATION 2587.00 PER GEOTECHNICAL REPORT.

**DRAINAGE & UTILITY PLAN**



22" x 34" PLAN SHEET SCALE: 1" = 10'  
 11" x 17" PLAN SHEET SCALE: 1" = 20'

WEST STATE STREET



**RENNISONENGINEERING**  
 PO Box 1001 Eagle, Idaho 83616 P: 208-938-2440

**CIVIL CONSTRUCTION PLANS**  
 for  
**THE HUMAN BEAN**  
**DRAINAGE & UTILITY PLAN**

NO.	REVISIONS	DATE
1	CITY REVIEW COMMENTS, SITE PLAN UPDATE	3/23/15
2	CITY REVIEW COMMENTS	3/31/15
3		
4		
5		
6		

DATE: 3/31/15 P.M.  
 JER  
 P.N. R140502 CAD  
 BEA  
 SHEET NO. **C4.0**



**First American**

**First American Title Company**

9465 W Emerald St, Ste 260

Boise, ID 83704

Phn - (208)375-0700

Fax - (866)395-5708

**ESCROW COMPANY INFORMATION:**

Officer: **KIM YELM**  
**kyelm@firstam.com**

Assistant: **HAILEY GOODMAN**  
**HGoodman@firstam.com**

**FIRST AMERICAN TITLE COMPANY**

800 W. Main Street, Ste 910, Boise, ID 83702

**(208)501-7664 - FAX (866)503-9123**

To: **Cushman & Wakefield**  
**398 South 9th Street, Suite 260**  
**Boise, ID 83702**

Order No.: **4102-2276518**

Attn: **Chad Hamilton**

Your Ref:

Re: Property Address: **10015 W. State Street, Garden City, ID 83714**

**ADA COUNTY TITLE UNIT**

Title Officer: **MAY LIN CARLSEN**

**mcarlsen@firstam.com**

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

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

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I - - REQUIREMENTS

SCHEDULE B-II - EXCEPTIONS

CONDITIONS

## **COMMITMENT FOR TITLE INSURANCE**

issued by

***First American Title Insurance Company***

### AGREEMENT TO ISSUE POLICY

We agree to issue a Policy to you according to the terms of this Commitment.

When we show the Policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I

The Exceptions in Schedule B-II

The Conditions

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

**SECOND COMMITMENT  
(TO UPDATE AND AMEND LEGAL DESCRIPTION) 12-2-14  
SCHEDULE A**

1. Commitment Date: November 19, 2014 at 7:30 A.M.

2. Policy or Policies to be issued:

	AMOUNT	FEE
Standard Owner's Policy		
ALTA Std Owner Policy 1402.06 (2006)	\$ 285,000.00	\$ 1,277.00
Proposed Insured: HB State LLC		
Loan Policy		
ALTA Ext Loan Policy 1056.06 (1) (2006)	\$	\$
Proposed Insured:		
Endorsements:		\$
Less a Credit of		- \$ NONE

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Grace at State Street, LLC, an Idaho limited liability company

4. The land referred to in this Commitment is situated in the State of Idaho, County of Ada , and is described as follows:

PARCEL A:

A PARCEL BEING SITUATED IN A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SOUTH 64°37'30" EAST A DISTANCE OF 173.00 FEET TO A 5/8-INCH REBAR; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE,  
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APN: S0514346700 (NEW FOR 2015)

Commonly known as: 10015 W. State Street, Garden City, ID 83714

**SCHEDULE B-SECTION ONE**  
**REQUIREMENTS**

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 give us the following information:
  - A) Release(s) or Reconveyance(s) of items(s) **AS MEETS INSURED'S REQUIREMENTS.**
5. We require Seller's or Borrower's Affidavit provided and approved prior to recording. This requirement is waived if we are not doing the escrow closing.
6. Evidence of the authority of the individual(s) to execute the forthcoming document for **HB State LLC**, copies of the current operating agreement should be submitted prior to closing.
7. Evidence of the authority of the individual(s) to execute the forthcoming document for **Grace at State Street, LLC**, copies of the current operating agreement should be submitted prior to closing.

## **SCHEDULE B -SECTION TWO**

### **EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

#### **PART I:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: The foregoing numbered exceptions (1-6) may be eliminated in an ALTA Extended or EAGLE Coverage Policy.

**SCHEDULE B - SECTION TWO**

**EXCEPTIONS  
PART II:**

7. General and special taxes for the year 2014, in the original amount of \$19,163.26, Code Area 06-17, A.P. No. S0514346650, First half now due and payable, but not delinquent until after December 20, 2014 .

(AFFECTS PROPERTY IN QUESTION & ADDITIONAL PROPERTY)

8. General taxes which may be assessed and extended on any "subsequent" or "occupancy" tax roll, which may escape assessment of the regular tax roll; which are a lien not yet due or payable.
9. Any tax, fee, assessments or charges as may be levied by City of Garden City.
10. The rights, powers and easements of Drainage District No. 10.
11. Except mineral or water rights, claims or title to mineral or water.
12. Right of way New Union Ditch, Little Union Canal.
13. All matters disclosed by a record of survey recorded December 1, 2006 under recording no. 106188443.
14. License Agreement and the terms and conditions thereof:  
Between: New Union Ditch Company, Ltd.  
And: State Street Property, LLC, an Idaho limited liability company  
Recording Information: 108029076
15. Easement, including terms and provisions contained therein:  
Recording Information: 108029077  
In Favor of: New Union Ditch Company, Ltd.  
For: right of way
16. Easement, including terms and provisions contained therein:  
Recording Information: 108041449  
In Favor of: City of Garden City  
For: water and sewer main easement
17. Easement, including terms and provisions contained therein:  
Recording Information: 108099829  
In Favor of: Ada County Highway District  
For: right of way

18. Development Agreement and the terms and conditions thereof:  
Between: City of Garden City  
And: State Street Property  
Recording Information: 108124966
19. License Agreement and the terms and conditions thereof:  
Between: Boise Valley Irrigation Ditch Company  
And: State Street Property, LLC, an Idaho limited liability company  
Recording Information: 113083236
20. License Agreement and the terms and conditions thereof:  
Between: New Dry Creek Ditch Company, Ltd.  
And: State Street Property, LLC, an Idaho limited liability company  
Recording Information: 113087634

Modification and/or amendment by instrument:  
Recording Information: 2014065905

21. Deed of Trust and the terms and conditions thereof.  
Grantor/Trustor: Grace at State Street, LLC, an Idaho limited liability company  
Grantee/Beneficiary: Bank of the Cascades  
Trustee: Pioneer Title Company  
Amount: \$7,480,000.00  
Recorded: August 9, 2013  
Recording Information: 113091603

(AFFECTS PROPERTY IN QUESTION & ADDITIONAL PROPERTY)

22. Assignment of Rents, recorded August 9, 2013, as Instrument No. 113091604, Records of Ada County, Idaho.

(AFFECTS PROPERTY IN QUESTION & ADDITIONAL PROPERTY)

23. Easement, including terms and provisions contained therein:  
Recording Information: 113098695  
In Favor of: Ada County Highway District  
For: public right of way
24. Easement, including terms and provisions contained therein:  
Recording Information: 113098698  
In Favor of: Ada County Highway District  
For: temporary public right of way

25. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

26. Any off-record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

27. Easement, including terms and provisions contained therein:  
Recording Information: 114049440  
In Favor of: City of Garden City  
For: sanitary sewer and water main lines
  
28. Grant of Access Easement, recorded September 9, 2014, as Instrument No. 2014073336, Records of Ada County, Idaho.
  
29. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:  
Recording Information: 2014073341
  
30. All matters disclosed by a record of survey recorded September 9, 2014 under recording no. 2014073342.

<b>INFORMATIONAL NOTES</b>
----------------------------

- A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens or Liens for Services, Labor or Material of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.
  
- B. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.

NOTE: Recording fees: \$10.00 for the first page and \$3.00 per page for every page thereafter. Additional \$5.00 per document electronic recording fee.

## CONDITIONS

### 1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)**  
**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990**

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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.

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
3. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
4. Defects, liens, encumbrances, adverse claims or other matters:  
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy; or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
5. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
6. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
7. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

**Part One**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. 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.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY – 1970 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY – 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY – 1992 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY – 1992 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**  
**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

Covered Risks 14. (Subdivision Law Violation). 15. (Building Permit) 16. (Zoning) and 18. (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

**EXCLUSIONS**

In addition to Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

- a. building
- b. zoning
- c. land use
- d. improvements on the land
- e. land division
- f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

The right to take the Land by condemning it, unless:

- a. a notice of exercising the right appears in the Public Records at the Policy Date; or
- b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

3. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.

4. Failure to pay value for Your Title.

5. Lack of a right:

- a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This exclusion does not limit the coverage described in Covered Risk 11 or 18.

**12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (this paragraph (d) does not limit the coverage provided under insuring provisions 7, 8, 16, 17, 19, 20, 21, 23, 24 and 25); or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon:
  - (a) usury, except as provided under insuring provision 10 of this policy; or
  - (b) any consumer credit protection or truth in lending law.
6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.
8. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided under insuring provision 7.
9. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
  - (a) The time of the advance; or
  - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than **it would have** been before the modification.This exclusion does not limit the coverage provided under insuring provision 7.

**SCHEDULE B**

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

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE

**13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY – 1992 WITH EAGLE PROTECTION ADDED  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE

**14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY – 2006**  
**EXCLUSIONS FROM COVERAGE**

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

- 1.(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**15. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY – 2006**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 14 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land 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.



*First American*

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

9465 W Emerald St, Ste 260, Boise, ID 83704  
(208)375-0700 - FAX (866)395-5708



*First American Title*

### **Privacy Information**

#### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

# THE HUMAN BEAN

## GARDEN CITY, IDAHO

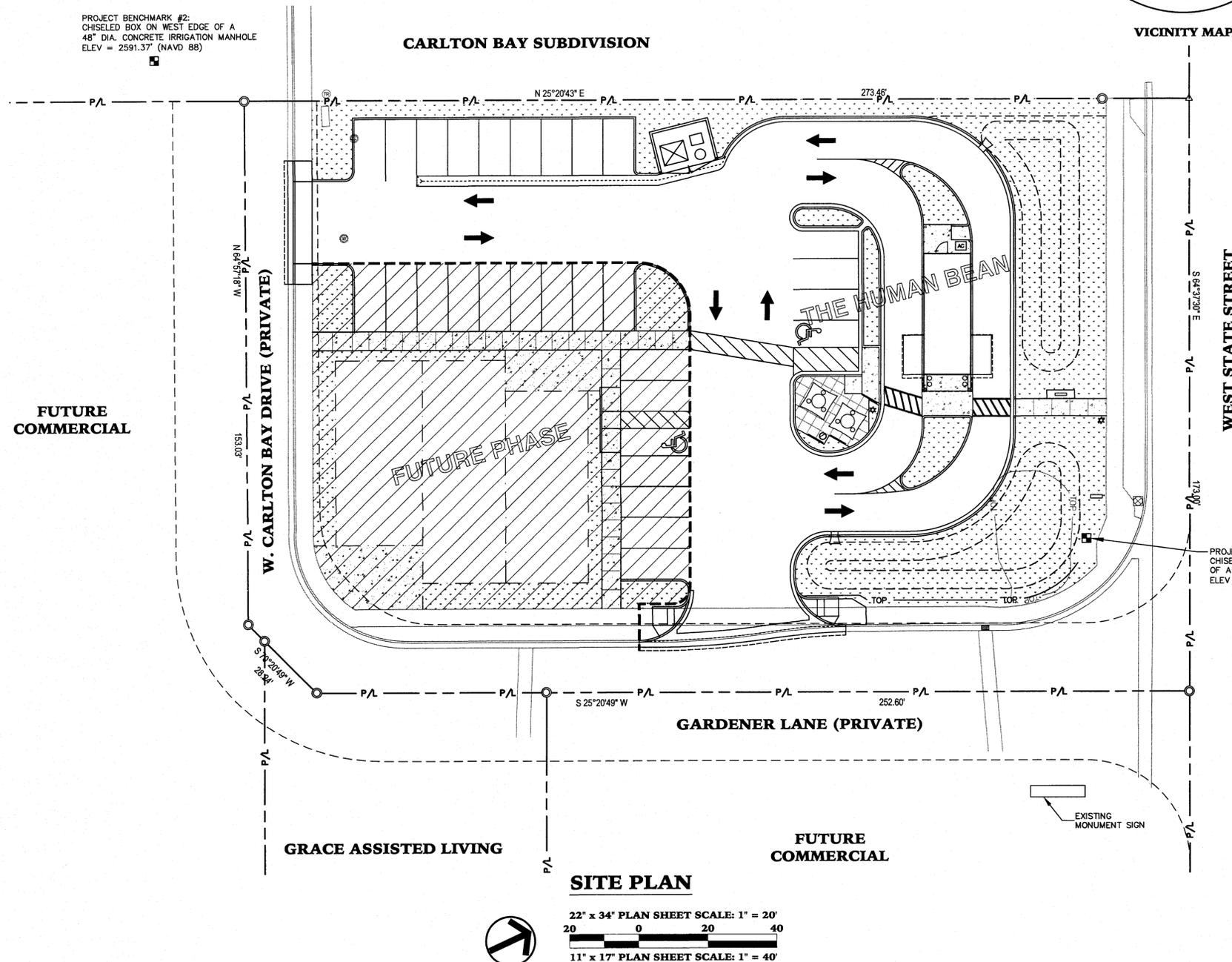
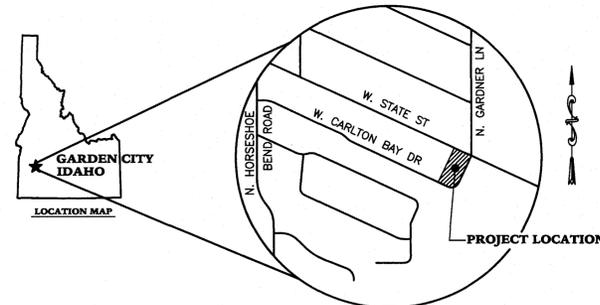
# CIVIL CONSTRUCTION PLANS

### MARCH 2015

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INDEX OF DRAWINGS	
SHEET	TITLE
C1.0	COVER SHEET
C1.1	GARDEN CITY STANDARD CONSTRUCTION NOTES
C2.0	SITE PLAN
C3.0	GRADING PLAN
C4.0	DRAINAGE & UTILITY PLAN
C5.0	CIVIL DETAILS
C6.0	EROSION & SEDIMENT CONTROL PLAN
L1.0	LANDSCAPE PLAN

PROJECT CONTACT INFORMATION	
<b>DEVELOPER</b>	<b>CIVIL ENGINEER</b>
HB STATE, LLC 1980 S. MERIDIAN ROAD MERIDIAN, IDAHO 83642 CONTACT: TRAVIS STROUD (208) 412-1329	RENNISON ENGINEERING PO BOX 1001 EAGLE, IDAHO 83616 CONTACT: BRYAN APPELBY (208) 938-2440
<b>ARCHITECT</b>	
EVERGREEN ARCHITECTURE 11200 W. HERCULES DRIVE STAR, IDAHO 83669 CONTACT: CHRIS LARAWAY (208) 375-4600	



GENERAL NOTES	
1.	ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC) AND THE GARDEN CITY PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS. NO EXCEPTIONS WILL BE ALLOWED UNLESS PREVIOUSLY APPROVED BY ALL APPROPRIATE ENTITIES.
2.	ALL CONTRACTORS, SUBCONTRACTORS AND/OR UTILITY CONTRACTORS SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO START OF WORK.
3.	THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
4.	ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
5.	ALL MATERIAL FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THESE REQUIREMENTS OF AT THE REQUEST OF THE APPROVING AGENCY AND/OR THE DESIGN ENGINEER.
6.	THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ANY AND ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
7.	WORK SUBJECT TO APPROVAL BY ANY POLITICAL SUBDIVISION OR AGENCY MUST BE APPROVED PRIOR TO (A) BACKFILLING TRENCHES FOR PIPE; (B) PLACING OF AGGREGATE BASE; (C) PLACING OF CONCRETE; (D) PLACING OF ASPHALT PAVING. WORK DONE WITHOUT SUCH APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
8.	ONLY PLAN SETS STAMPED "APPROVED FOR CONSTRUCTION" AND SIGNED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE USED BY THE PROJECT CONTRACTOR(S). USE OF ANY PLANS ON THE JOB WITHOUT THE "APPROVED FOR CONSTRUCTION" STAMP SHALL BE GROUNDS FOR THE ISSUANCE OF A STOP WORK ORDER.
9.	THE CONTRACTOR SHALL KEEP ON SITE AT ALL TIMES A COPY OF THE APPROVED CONSTRUCTION PLANS ON WHICH IS RECORDED THE ACTUAL LOCATIONS OF THE CONSTRUCTED PIPE LINE AND ANY OTHER UTILITIES ENCOUNTERED. THE CONTRACTOR SHALL PROVIDE THESE LOCATIONS TO THE DESIGN ENGINEER FOR USE IN THE PRODUCTION OF RECORD DRAWINGS.

TRAFFIC CONTROL NOTES	
1.	ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR STREETS AND HIGHWAYS.
2.	ALL WARNING FLAGS AND FLASHERS SHALL BE CONSIDERED AS INCIDENTAL TO THE TRAFFIC CONTROL BID ITEMS.
3.	THE FLAGGERS SHALL BE EQUIPPED WITH TWO WAY RADIOS CAPABLE OF TRANSMITTING A DISTANCE OF 2 MILES AND BATTERIES TO LAST THROUGH EACH DAY OF OPERATION.
4.	SIGNS AND SIGN STANDS NOT IN USE SHALL BE REMOVED OR LAID DOWN AT LEAST 15 FEET FROM THE EDGE OF THE TRAVEL WAY.
5.	ONE LANE OF TRAFFIC SHALL BE OPEN TO LOCAL TRAFFIC AT ALL TIMES.
6.	CONTRACTOR SHALL PROVIDE ALL SIGNAGE NECESSARY TO ALERT THE SURROUNDING PUBLIC OF THE CONSTRUCTION TAKING PLACE. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR THE SIGNS NEEDED FOR PUBLIC SAFETY.

CIVIL ABBREVIATIONS			
ACP	ASPHALT CONCRETE PAVEMENT	N	NORTH
BFE	FEMA BASE FLOOD ELEVATION	N-	NORTHING COORDINATES
SW	TOP BACK OF SIDEWALK	OFFR	OFFSET
C	CENTERLINE	PI	PRESSURE IRRIGATION
C&G	CURB AND GUTTER	P	PROPERTY LINE
CF	CUBIC FEET	PVC	POLYVINYL CHLORIDE
cfs	CUBIC FEET PER SECOND	R	CURVE RADIUS
E	EAST	R/W	RIGHT-OF-WAY
E	EASTING COORDINATES	S	SOUTH
EASE	EASEMENT	SD	STORM DRAIN
ELEV	ELEVATION	SDMH	STORM DRAIN MANHOLE
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
FF	FINISHED FLOOR ELEVATION	SSMH	SANITARY SEWER MANHOLE
FG	FINISHED GRADE	STA	STATION
FH	FIRE HYDRANT	STD	STANDARD
F	FLOWLINE	S/W	SIDEWALK
FL	FLANGE	TBC	TOP BACK OF CURB
INV	INVERT ELEVATION	TBD	TO BE DETERMINED
ISPMC	IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION	TBRC	TOP BACK OF ROLLED CURB
L	LINEAR FEET	TBVC	TOP BACK OF VERTICAL CURB
MAX	MAXIMUM	VG	VALLEY GUTTER
MIN	MINIMUM	W	WEST
MJ	MECHANICAL JOINT	W/	WITH



**RENNISON ENGINEERING**  
PO Box 1001 Eagle, Idaho 83616  
P: 208-938-2440

CIVIL CONSTRUCTION PLANS  
for  
**THE HUMAN BEAN**  
COVER SHEET

NO.	REVISIONS	DATE	P.M.
1	CITY REVIEW COMMENTS, SITE PLAN UPDATE	3/23/15	JER
2	CITY REVIEW COMMENTS	3/31/15	BEA
3			
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5			
6			

DATE: 3/31/15  
P.N.: R140502  
SHEET NO.: **C1.0**

PLOT DATE & TIME: 3/31/2015 1:32 PM

**811**  
Know what's below.  
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**Garden City  
Standard Construction Notes for Projects  
That Contain Public Water, Public Sewer, Non-ACHD  
Drainage and Private Roads**

February 2015

**Notes Applicable to All Construction**

- Compliance with the Environmental Protection Agency (EPA) requirements for protection from erosion by storm water is required for this project. A Responsible Party (RP) shall be responsible to comply with the EPA requirements. If the owner has not designated a RP, the contractor shall be required to provide a RP. The RP is required to prepare, file and comply with the Storm Water Pollution Prevention Plan (SWPPP) for this project. The RP is responsible to file a Notice of Intent (NOI) to construct with EPA. EPA must officially accept the NOI prior to beginning any site disturbance activities. The SWPPP is a document/plan that is required to be updated and amended to best fit the site as construction occurs. The RP is responsible to keep the plan current. At completion of all construction activities and after the project site is stabilized for erosion control, the RP is required to prepare and submit a Notice of Termination of the SWPPP with EPA.

-or, for sites under one acre-

- The contractor shall comply with the City of Garden City's approved Erosion and Sediment Control Plan (ESCP) for this project. A Responsible Party (RP) shall be responsible to comply with the ESCP requirements. If the owner has not designated a RP, the contractor shall be required to provide a RP. The RP is required to comply with the City of Garden City's ordinance for control for erosion from this construction site. The ESCP is a document/plan that is required to be updated and amended to best fit the site as construction occurs. The RP is responsible to keep the plan current. At completion of all construction activities and after the project site is stabilized for erosion control, the ESCP is terminated.

- All construction, materials, appurtenances and testing shall comply with the requirements of the 2012 edition of the Idaho Standards for Public Works Construction (ISPWC), unless specifically modified by these construction documents.

- The contractor, all applicable sub-contractors, developer/owner, utility company representatives, a Garden City Department of Public Works representative and an Ada County Highway District representative shall attend a pre-construction conference prior to commencement of construction.

- The contractor shall obtain a construction permit from the Ada County Highway District at least 24 hours prior to commencing construction of any of the improvements shown hereon located within public right-of-way.

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- Construction inspection shall be performed by the project engineer, the Ada County Highway District and/or the Garden City Department of Public Works. Inspection by the Garden City Department of Public Works will be for Department purposes only to spot check work compliance with the city's requirements. It is the project engineer's responsibility to assure compliance with the project plans and specifications.
- The contractor shall verify site conditions and dimensions prior to beginning work. Any deviations, omissions or errors shall be presented to the project engineer for resolution. Any changes to the plans and specifications shall be submitted to and approved by the Garden City Department of Public Works prior to implementation of the change. Said change may also need to be submitted to the Idaho Department of Environmental Quality for approval.
- The contractor shall contact Digline (811) and other appropriate utility providers for utility locations at least 72 hours prior to beginning any excavation.
- Any waters created by dewatering shall not be permitted to directly discharge to any existing surface water facility. Prior to discharging to waters of the state of Idaho, the contractor shall secure a short-term activity exemption from the applicable regional office of the Idaho Department of Environmental Quality.
- Horizontal and vertical separation of potable and non-potable pipelines shall meet the requirements of ISPWC Section 405 and ISPWC Drawing No. 407.

**Sanitary Sewer Notes**

- All sewer pipe and fittings with cover greater than 3 feet, shall be Polyvinyl Chloride (PVC) conforming to the requirements of ASTM D-3034, SDR-35 for sizes 4-inch through 15-inch; ASTM F-679, SDR-35, T-1 wall for sizes 18-inch through 27-inch; or ASTM F-794, T-46 for sizes 18-inch through 36-inch. The minimum cover for all PVC sewer lines shall be 3 feet. Sewer pipe and fittings with cover less than 3 feet shall be Ductile Iron (DI) conforming to ANSI A-21.51 or AWWA C-151, minimum Class 50.
- Sanitary sewer manholes shall be constructed of reinforced precast concrete per the ISPWC with a maximum of 12 inches of concrete grade rings, a 24-inch diameter cast iron ring and cover and a concrete collar per ISPWC drawings SD-501, SD-505, SD-507, SD-508, SD-509. The sewer contractor shall field verify that no more than 12-inches of grade rings are necessary to adjust the manhole to final grade. Grade rings, ring and covers shall be provided by the sewer contractor. Manhole cones shall be eccentric for all manholes 4 feet and deeper. The vertical wall of the cone shall be placed upstream and rotated 45°. Concentric cones shall be used for manholes less than 4 feet deep.
- Manufactured compression boots shall be used in manholes where pipelines enter and leave the manhole.

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- Water valves shall be resilient-seat gate valves conforming to AWWA C-509 or AWWA C-515. All water valves shall be installed with a standard 5-1/4 inch diameter, two piece adjustable cast iron valve box, Tyler/Union series 6855, or equal. The cast iron cover shall be marked with the word "Water" as an integral part of the cover.
- Fire hydrants shall conform to AWWA C-502 and ISPWC Drawing SD-404. The pumper nozzle outlet shall be equipped with a "Storz" adapter.
- All water mains and services shall be bedded per the requirements of Type I bedding, except that bedding material shall be select 3/4-inch maximum crushed gravel chips for water mains and 3/8-inch maximum crushed gravel chips for service lines. All bedding shall be thoroughly shovel-sliced under the pipe.
- All installed water lines shall be tested for leakage in accordance with Section 401.3.6 of the ISPWC following installation of all utilities and prior to paving. Each meter setter shall be opened to be sure that the service corporation stop is open and the service is functional prior to paving. A representative of the city must be present must observe the testing. All installed water lines shall be flushed, disinfected and tested for bacteria in accordance with Section 401.3.9 of the ISPWC. The water system shall not be opened to the city system until the city issues an initial acceptance of the system.
- The contractor shall guarantee all work for a period of at least a one-year following the city's initial acceptance.

**Drainage Notes**

- All inspections shall require a 24-hour notice prior to the requested inspection time. Call the inspection hot line at 472-2920.
- Prior to any earthwork a 24-hour notice to begin construction is required. Call inspection hot line at 472-2920.
- Drainage inspections shall be conducted at any given time or upon request, during construction, verifying compliance with the city requirements and construction activities are followed as per the approved plans.
- The drainage system and any filter fabric shall not be covered prior to inspection. Call the inspection hot line at 472-2920.
- The size and location of the drainage system shall correspond with the approved drainage system plan and shall be inspected.
- Final inspection of the storm drainage system shall be conducted following the paving and final landscaping.

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APR 01 2015

- Sewer service lines shall be ISPWC type "A" or "B" and constructed and marked per ISPWC Drawing SD-511A. Services shall not be deeper than 5 feet at the property line, unless specifically approved by the city. Services shall extend horizontally 10 feet beyond the property line.
- All sewer mains and services shall be bedded per the requirements of Type I bedding, except that bedding material shall be select 3/4-inch maximum crushed gravel chips. All bedding shall be thoroughly shovel-sliced under the pipe.
- Groundwater levels shall be maintained below the trench bottom at all times during construction. Groundwater shall not be permitted to enter the pipeline system during construction. As soon as possible the contractor shall install a removable watertight plug in the new pipeline at the point of connection to the existing sewer system.
- Sewers shall be cleaned and tested after all utilities are installed and prior to paving. Material cleaned from the construction shall not be permitted to discharge to the downstream receiving pipeline. All installed sewer pipes shall be tested in accordance with Division 500 of the ISPWC. A representative of the city must be present must observe the testing. Pipeline testing shall include air pressure, deflection and closed circuit television (CCTV) visual inspection. The CCTV report shall be in the form of a VHS videotape or DVD and a written log. Manholes shall be vacuum or hydrostatically tested for leakage. The sewer system shall not accept any flows until the city issues an initial acceptance of the system.
- The contractor shall guarantee all work for a period of at least a one-year following the city's initial acceptance.

**Waterline Notes**

- All water mains shall be Polyvinyl Chloride (PVC) conforming to the requirements of AWWA C-900, Class 235, DR-18. All fittings shall be mechanical joint or flanged ductile iron conforming to the requirements of AWWA C-110. All plastic pipe shall be installed with a #12 direct burial tracer wire placed along the north and east side of the main. The tracer wire will not be extended up in to or along valve boxes, but shall continue along the mainline, uninterrupted. Minimum burial depths for water mains shall be 4 feet from finish grade to the top of the pipe.
- Individual water service connections shall be Polyethylene pipe conforming to AWWA C-901, Class 200, DR-7.3. Services shall be constructed conforming to ISPWC Drawing SD-401 or SD-402, except that the lid shall contain a "touch read" hole, the meter can shall be 21-inch diameter CMP (cut to match lid elevation to finish grade and notched at bottom for service lines) and the can lid shall be a D&L Foundry B5020 for non-traffic areas or a D&L Foundry B6018 for traffic areas. Service pipelines shall be a minimum 1-inch, unless otherwise noted, with minimum 1-inch meter setters.

Page 7 of 9

- All drainage conveyance access points shall be stenciled or marked with identifying statement for the public "Do Not Dump - System Drains to Groundwater" or "River", whichever is relevant to the system disposal design.
- Traffic rated manhole lids shall be used.
- All parking lot grades shall be at least 1% for asphaltic-concrete and 0.4% for concrete.

**Roadway Construction Notes**

- Manhole grade rings, cast iron rings and covers shall be provided by the sewer contractor. The road contractor shall install the sewer grade rings, cast iron rings, covers and concrete collars to finish grade. Water valve boxes and covers shall be provided by the water contractor. The road contractor shall install the water valve boxes covers and concrete collars to finish grade.

Page 9 of 9



**RENNISON ENGINEERING**  
PO Box 1001 Eagle, Idaho 83616  
P: 208-938-2440

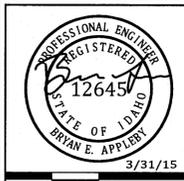
**CIVIL CONSTRUCTION PLANS  
for  
THE HUMAN BEAN  
GARDEN CITY STANDARD CONSTRUCTION NOTES**

NO.	REVISIONS	DATE	REVISIONS	
			NO.	DATE
1	CITY REVIEW COMMENTS, SITE PLAN UPDATE	3/23/15		
2	CITY REVIEW COMMENTS	3/31/15		
3				
4				
5				
6				

DATE: 3/31/15 P.M.  
P.N.: R140502 CAD: JER  
BEA

**SHEET NO. C1.1**

PLOT DATE & TIME: 3/31/2015 1:32 PM

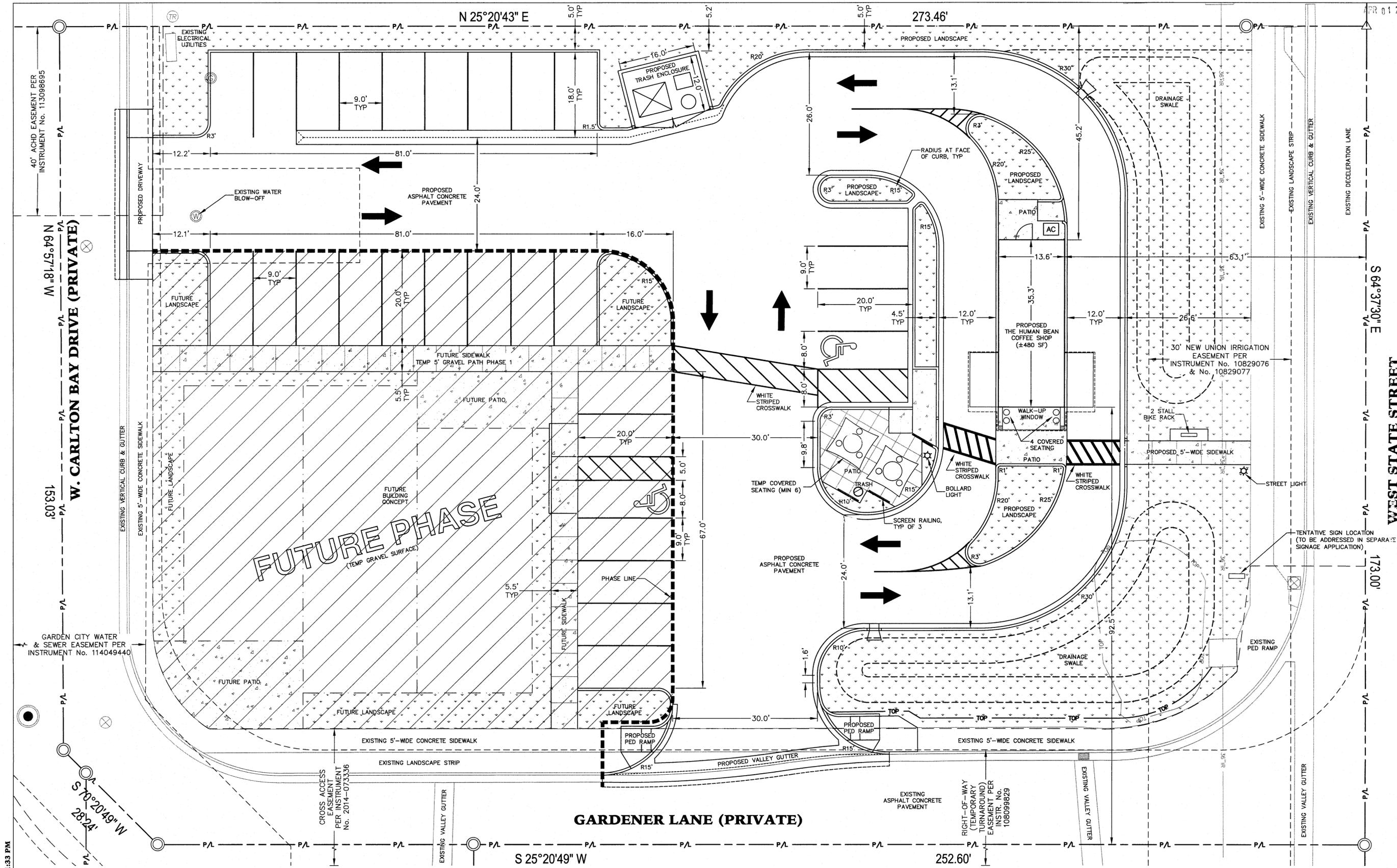


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**CIVIL CONSTRUCTION PLANS**  
for  
**THE HUMAN BEAN**  
**SITE PLAN**

NO.	REVISIONS	DATE
1	CITY REVIEW COMMENTS, SITE PLAN UPDATE	3/23/15
2	CITY REVIEW COMMENTS	3/31/15
3		
4		
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6		

DATE: 3/31/15 P.M.  
 P.N.: R140502 CAD: JER  
 SHEET NO.: **C2.0**

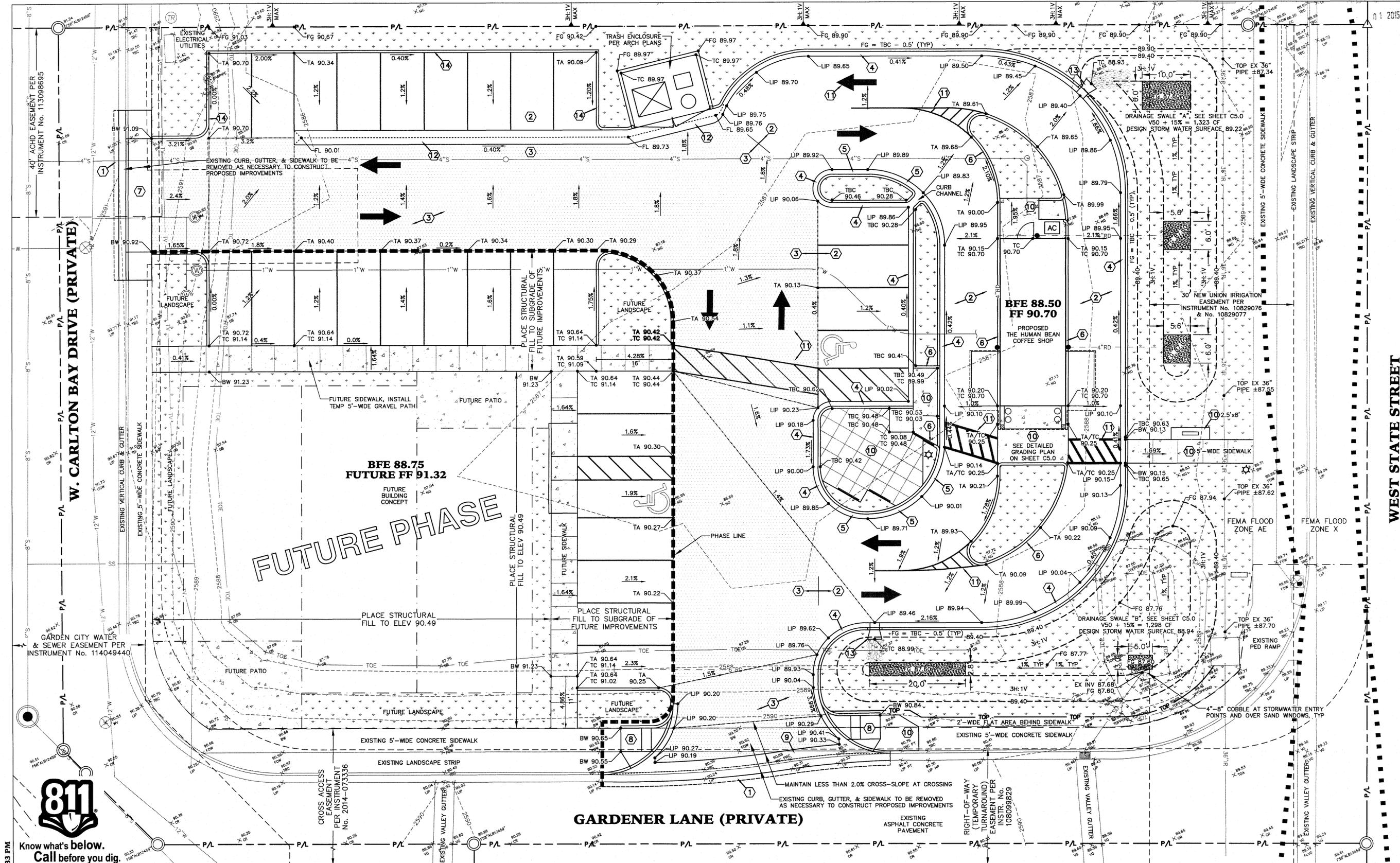


**SITE PLAN**  
 22' x 34' PLAN SHEET SCALE: 1" = 10'  
 11' x 17' PLAN SHEET SCALE: 1" = 20'

PLOT DATE & TIME: 3/31/2015 1:33 PM



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**GRADING LEGEND**

- - - - - EXISTING GROUND CONTOUR, (1' INTERVAL)
- 0.40% PROPOSED CONCRETE PAVEMENT SURFACE SLOPE (POINTING IN DOWNHILL DIRECTION)
- 1.2% PROPOSED ASPHALT CONCRETE PAVEMENT SURFACE SLOPE (POINTING IN DOWNHILL DIRECTION)
- BW 72.89 PROPOSED SPOT ELEVATION, SEE GRADING NOTE 1
- - - - - PROPOSED PAVEMENT SURFACE GRADE BREAK

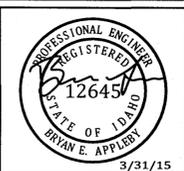
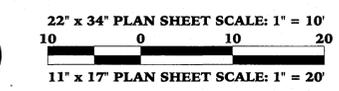
**GRADING NOTES**

1. SPOT ELEVATION ACRONYMS USED:  
BW = TOP BACK OF WALK      FG = FINISH GRADE  
FF = FINISH FLOOR          TBC = TOP BACK CURB  
LIP = LIP OF GUTTER        TA = TOP OF ASPHALT PAVT
2. ADA PEDESTRIAN RAMP SHALL NOT EXCEED 8.33% (1:12) LONGITUDINAL SLOPE. ADA WALKS SHALL NOT EXCEED 5.0% (1:20) LONGITUDINAL SLOPE AND 2.0% (1/4" FT) CROSS SLOPE. NO TOLERANCES WILL BE ALLOWED.
3. ADD 2500' TO SPOT ELEVATIONS SHOWN TO OBTAIN TRUE ELEVATIONS.
4. MINIMUM ASPHALT SLOPE IS 1.0%. MINIMUM CONCRETE SLOPE IS 0.4%. ALL NATURAL SLOPES SHALL NOT EXCEED 2:1 UNLESS OTHERWISE SPECIFIED.
5. PLACE STRUCTURAL FILL TO ELEV 90.49
6. ALL EARTHWORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL ENGINEERING REPORT FOR THIS PROJECT.
7. EXISTING CURB AND SIDEWALK SHALL BE PROTECTED DURING CONSTRUCTION. ANY DAMAGES TO CURB AND/OR SIDEWALK SHALL CAUSE REPLACEMENT AT CONTRACTOR'S EXPENSE.
8. ALL ASPHALT STREET REPAIRS SHALL CONFORM TO ISPCW SD-301, SD-303 AND SD-806. SPECIFICALLY NOTE ITEM J OF SD-806.
9. SLOPE WITHIN ACCESSIBLE PARKING STALL AND UNLOADING ZONE SHALL NOT EXCEED 2% IN ANY DIRECTION.
10. SEE SHEET C1.0 FOR PROJECT BENCHMARKS.

**KEYNOTES** (SEE DETAILS ON SHEET C5.0)

1. SAWCUT, REMOVE, & REPLACE EXISTING ASPHALT CONCRETE PAVEMENT 12" MINIMUM FROM PROPOSED LIP OF GUTTER. SEE GRADING NOTE 8.
2. LIGHT-DUTY ASPHALT CONCRETE PAVEMENT, 2.5" ASPHALT PAVEMENT ON 4" OF 3/4" MINUS CRUSHED AGGREGATE ON 6" OF 6" MINUS P11 RUN.
3. HEAVY-DUTY ASPHALT CONCRETE PAVEMENT, 3" ASPHALT PAVEMENT ON 6" OF 3/4" MINUS CRUSHED AGGREGATE ON 6" OF 6" MINUS P11 RUN.
4. 18"-WIDE 6" VERTICAL CURB & GUTTER, STANDARD GUTTER PLATE.
5. 18"-WIDE 6" VERTICAL CURB & GUTTER, REVERSE SLOPE GUTTER PLATE.
6. 6" CONCRETE VERTICAL CURB PER ISPCW SD-701A WITH 6" CURB REVEAL.
7. CONCRETE DRIVEWAY WITH RAMPED SIDEWALK PER ISPCW SD-710B, 5"-WIDE SIDEWALK.
8. PEDESTRIAN RAMP TYPE "C4" PER ISPCW SD-712C.
9. 4"-WIDE VALLEY GUTTER PER ISPCW SD-70B.
10. 4" DEPTH CONCRETE (PER ISPCW DIV. 700) SIDEWALK OVER 2" OF 3/4" MINUS CRUSHED AGGREGATE GRAVEL BASE COURSE (PER ISPCW DIV. 800). SCORE SIDEWALK AT INTERVALS TO MATCH WIDTH OF SIDEWALK, COMPACT BASE TO EXCEED 95% OF STANDARD DENSITY, SEE ISPCW SD-709 FOR ADDITIONAL NOTES, DIMENSIONS PER PLAN.
11. WHITE PAINT STRIPING
12. 3"-WIDE VALLEY GUTTER.
13. CURB DRAIN PER ISPCW SD-715.
14. EXTRUDED CONCRETE CURB.

**GRADING PLAN**

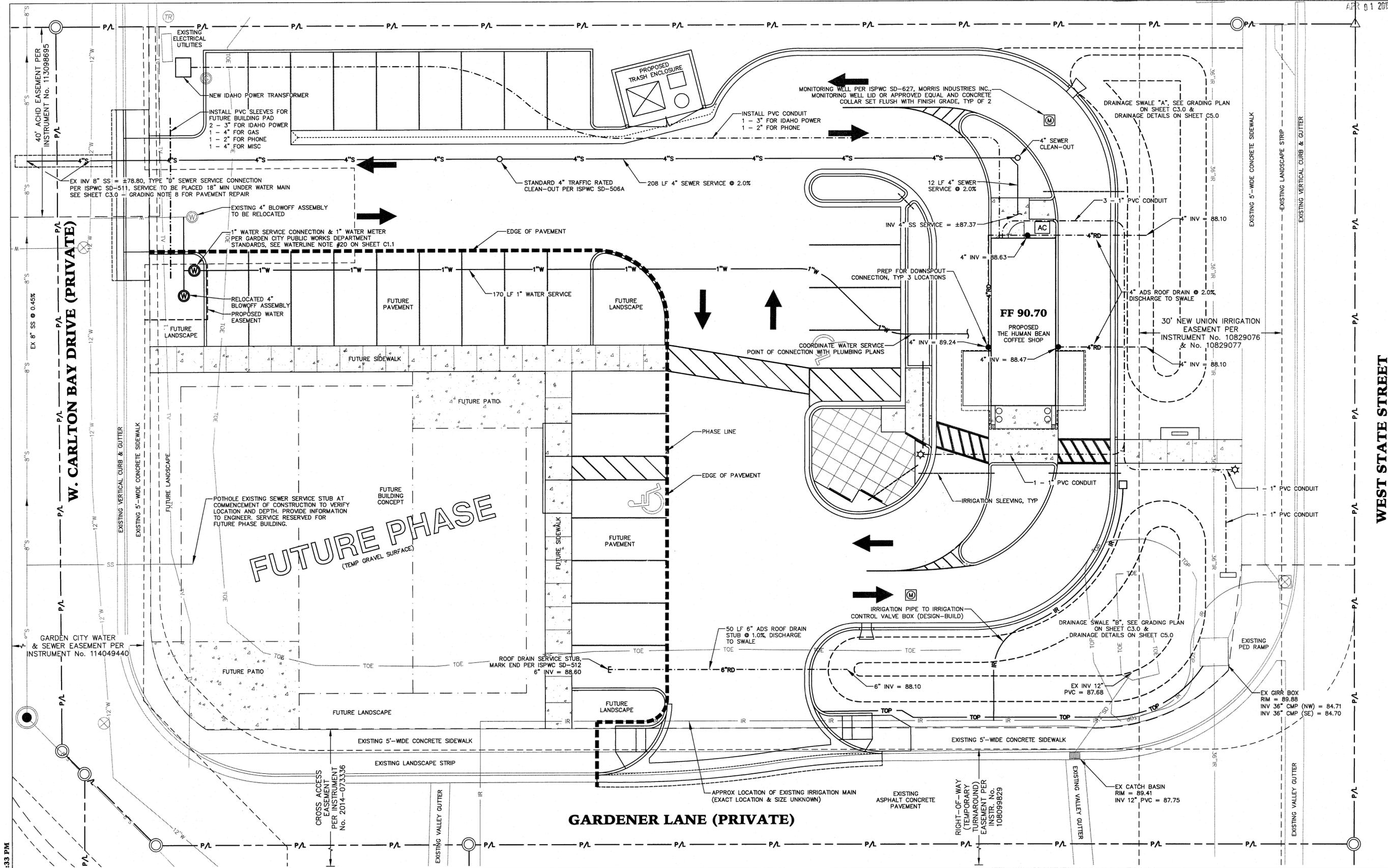


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CIVIL CONSTRUCTION PLANS  
for  
THE HUMAN BEAN  
GRADING PLAN

NO.	REVISIONS	DATE
1	CITY REVIEW COMMENTS, SITE PLAN UPDATE	3/23/15
2	CITY REVIEW COMMENTS	3/31/15
3		
4		
5		
6		

DATE	3/31/15	P.M.
P.N.	R140502	CAD
SHEET NO.	C3.0	



PLOT DATE & TIME: 3/31/2015 1:33 PM



**GENERAL NOTES**

1. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH GARDEN CITY PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS AND THE ISPWC. SEE GARDEN CITY STANDARD CONSTRUCTION NOTES ON SHEET C1.1 OF THESE PLANS.
2. CONTRACTOR TO VERIFY EXISTING INVERT ELEVATIONS AT BEGINNING OF CONSTRUCTION AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR POTENTIAL ISSUES.
3. GROUND WATER ELEVATION 2587.00 PER GEOTECHNICAL REPORT.

**DRAINAGE & UTILITY PLAN**



WEST STATE STREET



**RENNISON ENGINEERING**  
 PO Box 1001 Eagle, Idaho 83616  
 P: 208-938-2440

**CIVIL CONSTRUCTION PLANS**  
 for  
**THE HUMAN BEAN**  
**DRAINAGE & UTILITY PLAN**

NO.	REVISIONS	DATE
1	CITY REVIEW COMMENTS, SITE PLAN UPDATE	3/23/15
2	CITY REVIEW COMMENTS	3/31/15
3		
4		
5		
6		

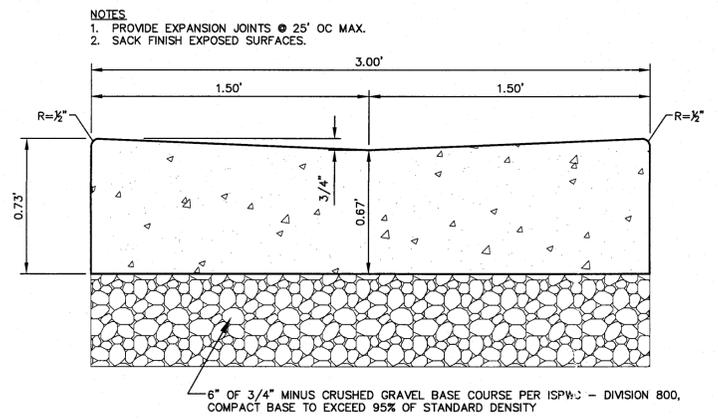
  

DATE	P.M.
3/31/15	JER
P.N.	CAD
R140502	BEA
SHEET NO.	
<b>C4.0</b>	

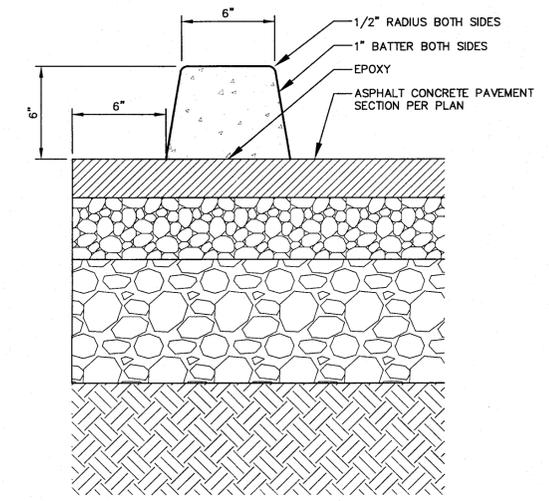


**RENNISON ENGINEERING**  
PO Box 1001 Eagle, Idaho 83616  
P: 208-938-2440

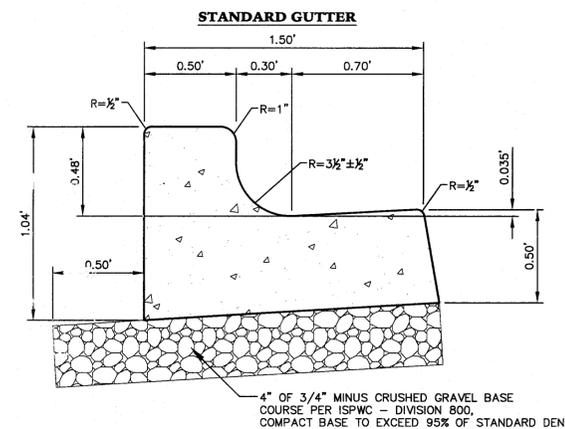
CIVIL CONSTRUCTION PLANS  
for  
**THE HUMAN BEAN**  
CIVIL DETAILS



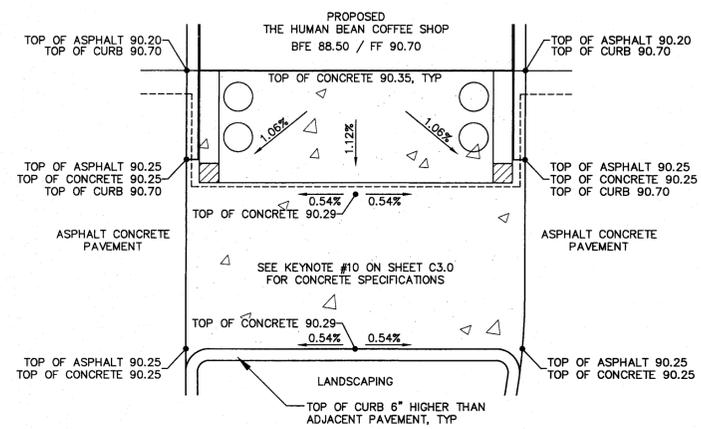
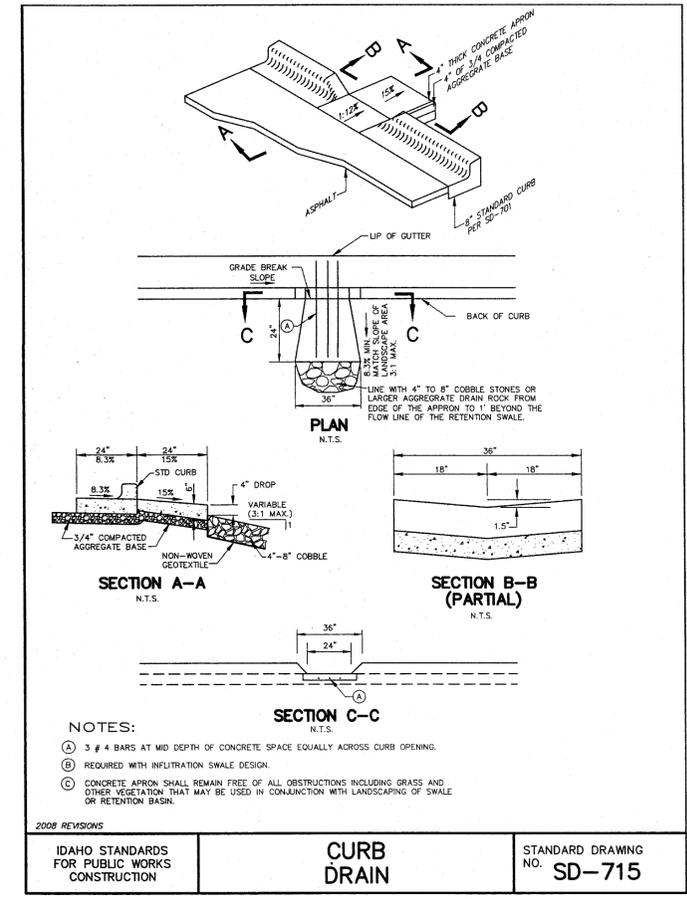
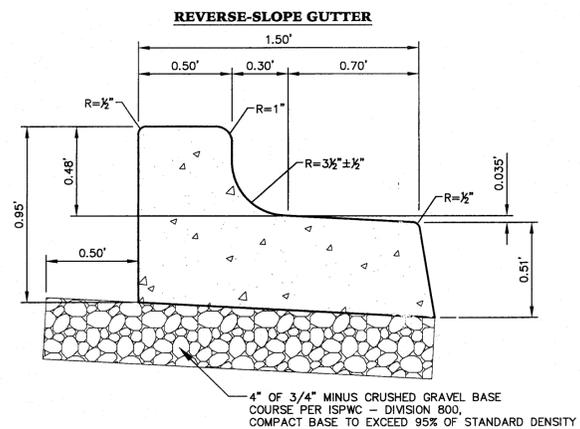
**3-WIDE CONCRETE VALLEY GUTTER**  
SCALE: NOT TO SCALE



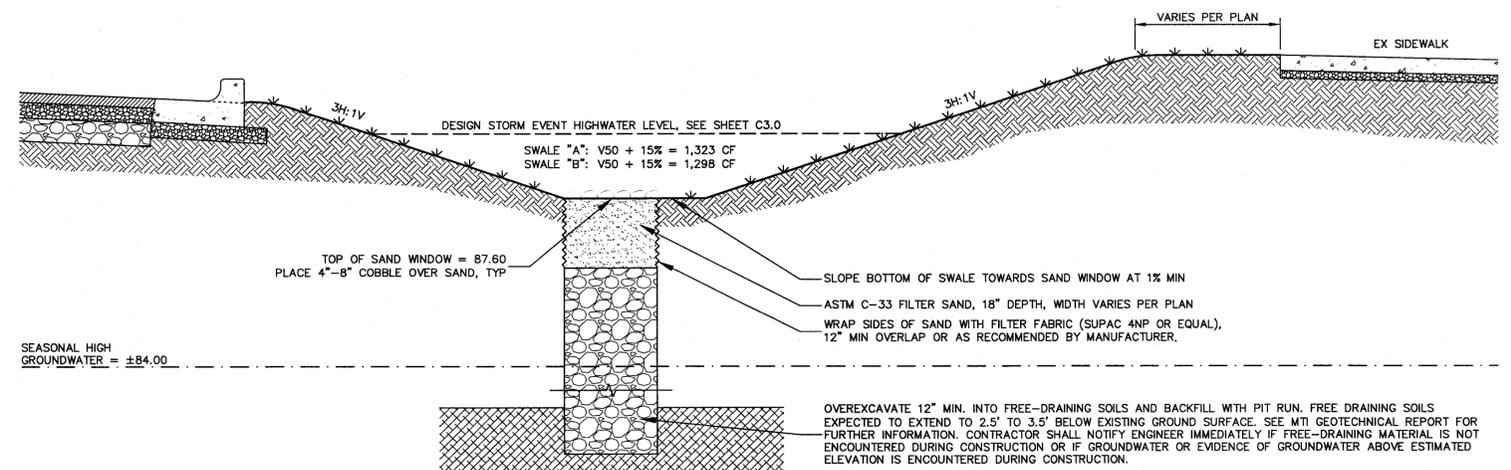
**EXTRUDED CONCRETE CURB**  
SCALE: NOT TO SCALE



**18"-WIDE 6" VERTICAL CURB & GUTTER**  
SCALE: NOT TO SCALE



**BUILDING WALK-UP AREA GRADING PLAN**  
SCALE: 1" = 4'



**DRAINAGE SWALE "B" ~ INFILTRATION WINDOW**  
SCALE: NOT TO SCALE

PLOT DATE & TIME: 3/31/2015 1:33 PM



Know what's below.  
Call before you dig.

NO.	REVISIONS	DATE
1	CITY REVIEW COMMENTS, SITE PLAN UPDATE	3/23/15
2	CITY REVIEW COMMENTS	3/31/15
3		
4		
5		
6		

DATE	P.M.
3/31/15	JER
P.N.	CAD
R140502	BEA

SHEET NO.  
**C5.0**

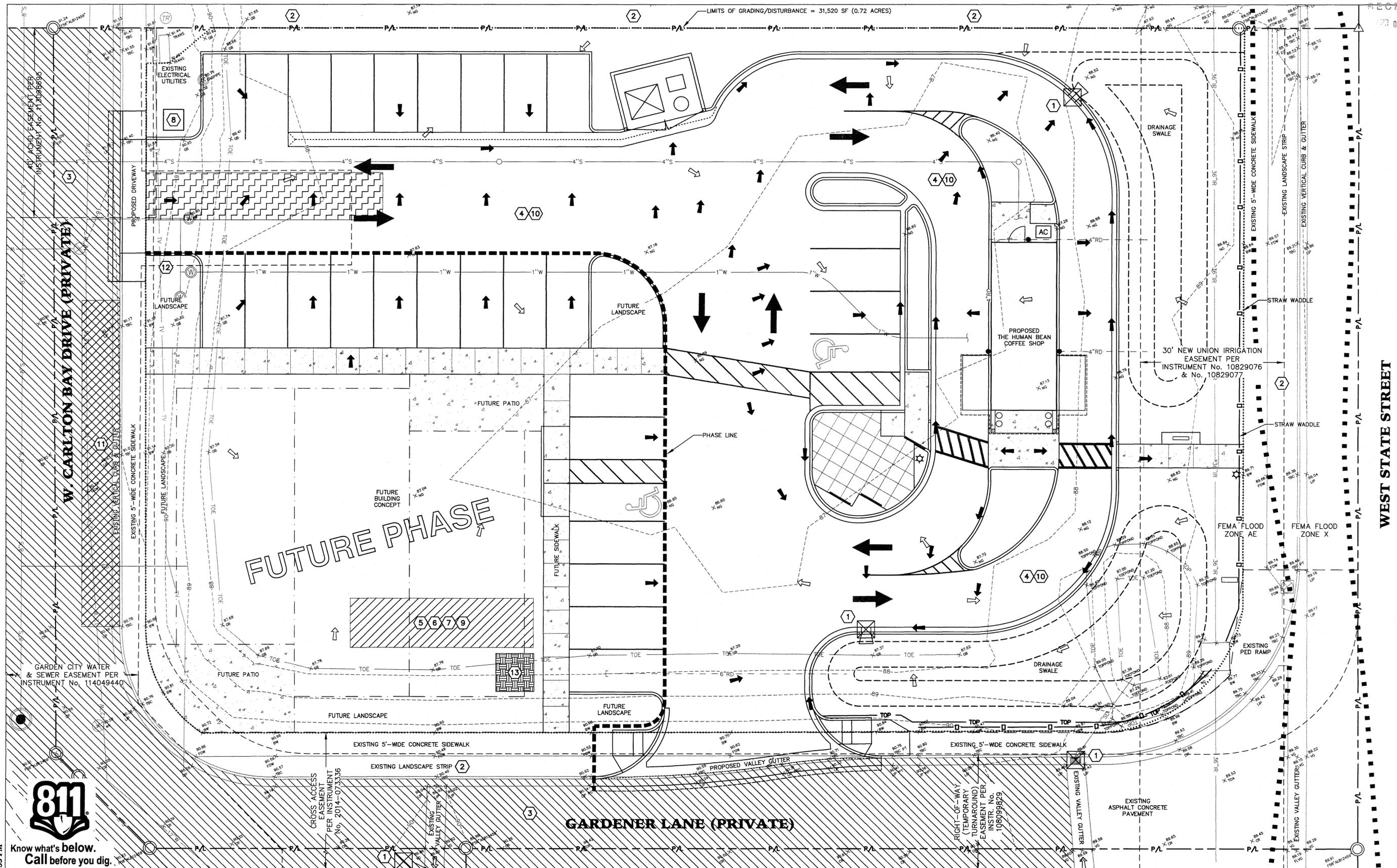


**RENNISON ENGINEERING**  
 PO Box 1001 Eagle, Idaho 83616  
 P. 208-938-2440

**CIVIL CONSTRUCTION PLANS**  
 for  
**THE HUMAN BEAN**  
**EROSION & SEDIMENT CONTROL PLAN**

NO.	REVISIONS	DATE
1	CITY REVIEW COMMENTS, SITE PLAN UPDATE	3/23/15
2	CITY REVIEW COMMENTS	3/31/15
3		
4		
5		
6		

DATE: 3/31/15 P.M.  
 JER  
 P.N. R140502 CAD  
 BEA  
 SHEET NO. **C6.0**



**GENERAL NOTES**

- ALL INSPECTIONS SHALL REQUIRE A 24-HOUR NOTICE PRIOR TO THE REQUESTED INSPECTION TIME. CALL PUBLIC WORKS AT: 472-2920.
- PRIOR TO ANY EARTH WORK A 24-HOUR NOTICE TO DIG SHALL BE REQUIRED. CALL PUBLIC WORKS AT: 472-2920.
- ANY MODIFICATIONS TO THIS PLAN SHALL REQUIRE APPROVAL THE PLAN DESIGNER.
- ALL SPECIFIED BMPs (BEST MANAGEMENT PRACTICES) SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, AS APPLICABLE.
- DIRT AND MUD TRACKING ONTO STREETS IS PROHIBITED. PROVIDE SUITABLE MEASURES TO PROTECT AGAINST MUD AND DIRT TRACKING.
- SEE LANDSCAPE PLAN FOR FINAL SOIL STABILIZATION MEASURES & PERMANENT BMPs.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ISFW AND GARDEN CITY EROSION AND SEDIMENT CONTROL PROGRAM.
- THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING ALL APPLICABLE LOCAL, STATE AND FEDERAL CONSTRUCTION PERMITS.

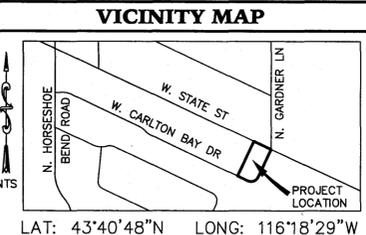
**CONTACT INFORMATION**

PLAN PREPARER: **Bryan Appleby** CERT: CON 14-00092  
 SIGNATURE: *Bryan Appleby* DATE: 3-23-15  
**RENNISON ENGINEERING**  
 PO BOX 1001  
 EAGLE, IDAHO 83616

RESPONSIBLE PERSON(S): TBD  
 (STORM WATER)  
 LICENSE NO:  
 EXPIRES:

RESPONSIBLE PERSON(S): TBD  
 (NON-STORM WATER)  
 LICENSE NO:  
 EXPIRES:

- KEYNOTES**
- INLET PROTECTION
  - NATURAL VEGETATIVE BUFFER
  - STREET CLEANUP
  - DUST CONTROL (ENTIRE SITE)
  - MATERIALS STORED ON-SITE
  - WASTE MANAGEMENT
  - WASTE DISPOSAL
  - PORTABLE RESTROOM
  - EQUIPMENT SERVICE
  - HAZARDOUS MATERIALS AND SPILL PREVENTION (ENTIRE SITE)
  - EMPLOYEE PARKING AREA
  - EROSION CONTROL SIGNAGE
  - CONCRETE WASHOUT (8'X8'X2', 10ML LINER)



**EROSION & SEDIMENT CONTROL PLAN**

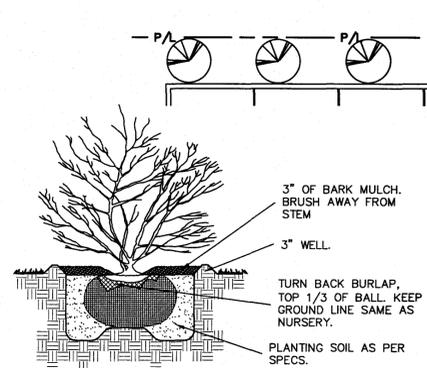
22" x 34" PLAN SHEET SCALE: 1" = 10'  
 10 0 10 20  
 11" x 17" PLAN SHEET SCALE: 1" = 20'

PLOT DATE & TIME: 3/31/2015 1:33 PM



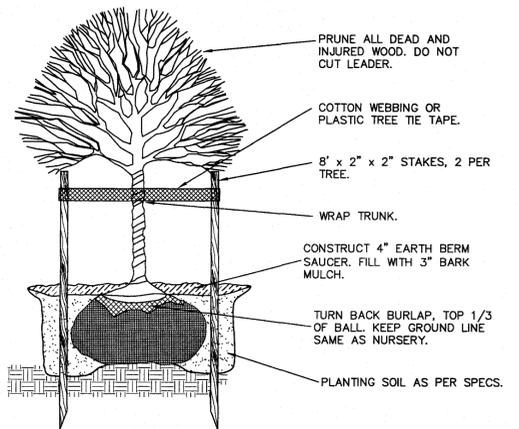


Know what's below. Call before you dig.



SHRUB PLANTING DETAIL

NTS

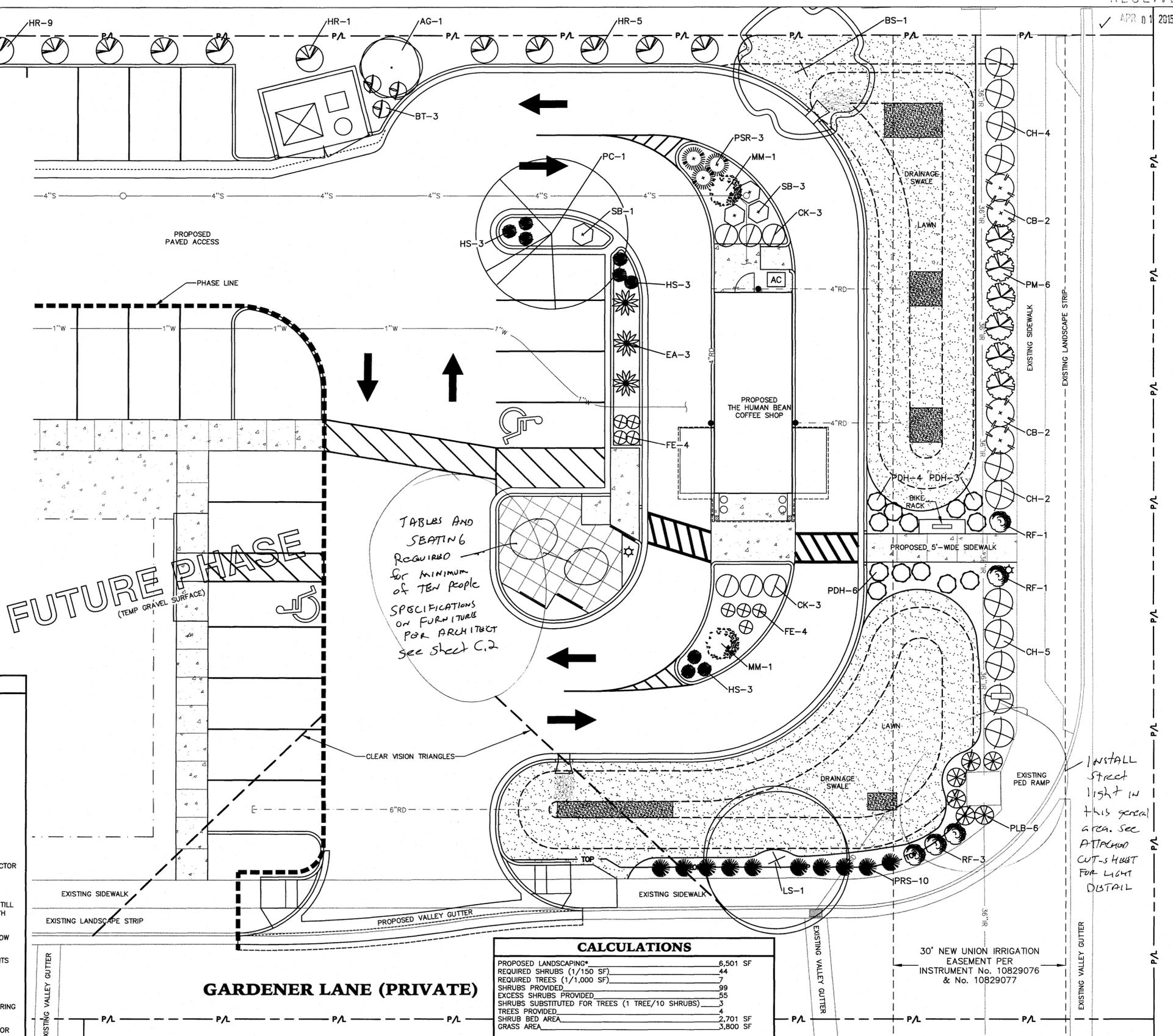


DECIDUOUS TREE PLANTING DETAIL

NTS

LANDSCAPE NOTES

- 1. CONTRACTOR TO CALL DIGLINE (1-800-342-1585) TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION ACTIVITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
2. ALL PLANT MATERIAL SHALL CONFORM TO THE CURRENT AMERICAN ASSOCIATION OF NURSERYMAN'S NATIONAL STANDARD SPECIFICATIONS.
3. IN THE EVENT OF A DISCREPANCY IN PLANS OR SPECIFICATIONS, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
4. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DETAILS AND CONTRACT SPECIFICATIONS.
5. CONTRACTOR SHALL COORDINATE PLANTING WITH IRRIGATION CONTRACTOR (IF SEPARATE ENTITY).
6. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.
7. TREES SHALL BE STAKED PER PLANTING DETAILS TO PREVENT FROM BEING BLOWN OVER OR LEANING CAUSED BY A LOOSE ROOT BALL.
8. FERTILIZE ALL TREES AND SHRUBS WITH 'AGRIFORM' PLANTING TABLETS. QUANTITY PER MANUFACTURERS SPECIFICATIONS.
9. ALL NON-TURF PLANTERS SHALL RECEIVE 3" LAYER OF CASCADE MULCH.
10. THE LANDSCAPE CONTRACTOR SHALL INCLUDE THE SPRINKLER CONTRACT "SUB TIER" IN THEIR BID. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE HEAD LOCATIONS AND GENERAL INSTALLATION OF ALL SPRINKLER PARTS WORK PROPERLY WITH ALL PLANT LOCATIONS AND SHALL INSTALL ALL REQUIRED IRRIGATION SLEEVES AT NECESSARY LOCATIONS AS COORDINATED WITH THE PRIME CONTRACTOR. ALL SHRUB BEDS SHALL BE DRIP IRRIGATED.
11. 18" OF TOPSOIL IS REQUIRED IN ALL PLANTER BEDS, 8" OF TOPSOIL IS REQUIRED IN ALL OTHER LANDSCAPE AREAS. ROTO TILL COMPACTED SOIL TO A 6" DEPTH. IMPORT TOPSOIL AS REQUIRED. SPREAD, COMPACT AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE 3" BELOW TOP OF SIDEWALKS AND CURBS IN PLANTER BEDS AND 1" BELOW IN LAWN AREAS.
12. PROVIDE SMOOTH, CLEAN CUT EDGES BETWEEN PLANTER BEDS AND SOD AREAS. DEPRESS PLANTER BED AT EDGES 3" BELOW SOD.
13. AFTER INSTALLATION OF SPRINKLERS AND PLANT MATERIALS, RAKE SMOOTH ALL FINISH SURFACES TO SMOOTH EVEN GRADIENTS WITH POSITIVE DRAINAGE AND ENSURE THAT ALL SOIL IS SETTLED THOROUGHLY. REFER TO CIVIL PLANS FOR GRADING INFORMATION.
14. INSTALL LAWN AREAS WITH BLUE GRASS BLEND SOD. ENSURE THAT FINISH SURFACE IS SMOOTH AND FREE OF DEBRIS.
15. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE SPRINKLER CONTRACTOR (IF SEPARATE ENTITY) FOR INITIAL WATERING TIME NEEDED FOR NEWLY PLANTED LANDSCAPE AREAS.
16. PRIOR TO THE TRANSFER OF LANDSCAPE MAINTENANCE TO THE OWNER'S MAINTENANCE COMPANY, THE LANDSCAPE CONTRACTOR SHALL ESTABLISH AN AGREEMENT WITH THE WATER MANAGER OR MAINTENANCE COMPANY FOR NOTIFICATION OF ANY PLANTS THAT ARE DOING POORLY DURING WARRANTY YEAR SO PREVENTATIVE ACTION MAY BE TAKEN BY THE LANDSCAPE CONTRACTOR.
17. LANDSCAPE CONTRACTOR SHALL MAINTAIN ENTIRE PROJECT THROUGH DATE OF SUBSTANTIAL COMPLETION.
18. PRIOR TO SUBSTANTIAL COMPLETION AND AFTER PLANTS HAVE BEEN INSTALLED THE LANDSCAPE CONTRACTOR SHALL:
A. ENSURE ALL PLANTS ARE BEING WATERED PROPERLY. RESET ANY PLANTS THAT ARE LEANING.
B. REMOVE ANY WEEDS AND DEBRIS THAT HAS ACCUMULATED IN ANY OF THE LANDSCAPE AREAS.
C. MOW LAWN WHEN IT REACHES 3" TALL.
D. CLEAN UP TOPSOIL AND MULCH THAT HAS BEEN TRACKED OUTSIDE OF LANDSCAPE AREA.
19. AFTER SUBSTANTIAL COMPLETION, IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE OWNER FOR WALK THROUGH OF THE ENTIRE PROJECT WITH THE OWNER AND INSPECT FOR ACCEPTABILITY.
20. UPON ACCEPTANCE BY THE OWNER ALL TREES, SHRUBS, AND LAWN SHALL HAVE A ONE YEAR WARRANTY FROM THE DATE OF ACCEPTANCE.



FUTURE PHASE (TEMP GRAVEL SURFACE)

TABLES AND SEATING REQUIRED for minimum of ten people SPECIFICATIONS ON FURNITURE FOR ARCHITECT see sheet C.2

INSTALL street light in this general area. see ATTACHED CUT-SHEET FOR LIGHT DISTAIL

CALCULATIONS table with columns for item, description, and quantity. Includes rows for Proposed Landscaping, Required Shrubs, Required Trees, Excess Shrubs, Shrubs Substituted, Trees Provided, Shrub Bed Area, and Grass Area.

PLANT SCHEDULE table with columns for QTY, KEY, BOTANICAL NAME, COMMON NAME, NOTES, and CAL. Lists various plants like Acer Ginnala, Redheart Rose, Stella de Oro Daylily, etc.

LEGEND table with columns for symbol, description, and quantity-symbol. Includes symbols for Proposed Plants/Trees, Grass to be Sod, and Blue/Rye Blend.

LANDSCAPE PLAN



WEST STATE STREET

CIVIL CONSTRUCTION PLANS for THE HUMAN BEAN

LANDSCAPE PLAN



RENNINGSON ENGINEERING PO Box 1001 Eagle, Idaho 83616 P: 208-938-2440

REVISIONS table with columns for NO., DATE, and REVISIONS. Includes a table for CITY REVIEW COMMENTS and SHEET NO. L1.0.

PLOT DATE & TIME: 3/31/2015 1:34 PM



## SUSTAINABILITY CHECKLIST

Permit info: \_\_\_\_\_

Application Date: \_\_\_\_\_ Rec'd by: \_\_\_\_\_

FOR OFFICE USE ONLY

**6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921 (tel.)  
208.472.2926 (FAX) ▪ [www.gardencityidaho.govoffice.com](http://www.gardencityidaho.govoffice.com)**

Compliance with 8-4G is required for all new non-residential structures, new additions over 5,001 sq. ft. to existing non-residential structures, and all new residential developments over 4 units. This is accomplished through a point system. For more details, consult 8-4G of the Garden City Code.

The following projects are exempt from the requirements of 8-4G:

1. A project that can be certified by a nationally or regionally recognized program for green building construction and/or development.
2. A residential or non-residential development that will be:
  - a. Built to the maximum density or a floor area ratio of 1.0;
  - b. Located on a site that was previously developed with at least 50% site coverage;
  - c. Located within ¼ mile of a residential zone with an average density of (10) unites per acres net;
  - d. Located within ¼ mile walking distance of at least two of the following basic services:
    - i. Restaurant
    - ii. Church or Place of Religious Worship
    - iii. Food Store
    - iv. Day Care
    - v. Dry Cleaning Establishment
    - vi. Personal or Professional Services
    - vii. Health Care and Social Services
    - viii. Post Office
    - ix. School
    - x. Health Club
3. A mixed use project in compliance with the requirements as set forth in Article 8-3G of this title.

Place a "x" next to the development that applies to your project.

X	Type of Development	Points required
	New residential development over 4 units	6 pts. per unit
X	New Non-residential development: 5,000 sq. ft. or less	12 pts.
	New Non-residential development: 5,001 – 15,000 sq. ft.	18 pts.
	New Non-residential development: 15,001 – 30,000 sq. ft.	24 pts.
	New Non-residential development: Over 30,000 sq. ft.	32 pts.
	Non-residential additions: 5,001 – 15,000 sq. ft.	12
	Non-residential additions: 15,001 – 30,000 sq. ft.	18
	Non-residential additions: Over 30,000 sq. ft.	24 pts

Using the checklist below, place an "x" next to the sustainable criteria utilized in the project. Usage of each criteria will need to be shown on the site plan and/or landscaping plan or other appropriate plan. Failure to meet the requirements of 8-4G may result in the denial of the project.

X	Sustainable Criteria	Development Type	Points
	Project located within ¼ walking distance of one or more stops of a TOD or established public transit line usable by building occupants (0.3 miles to Horseshoe Bend Rd/Carlton Bay Dr)	ALL	4
	Shower and changing facilities for employees who may walk or bike to work are provided	Non-residential	2
	A board or computer is located in a public space that provides the following information for both employees and customers A. Information on carpooling programs B. Transit trip planning assistance C. Transit Maps D. Maps of preferred bike routes and the location(s) of secure bicycle parking, lockers and showers, if provided	Non-residential	1
	Employees are provided at no cost membership in a car-share or van-pool program in which (1) the contract is for at least 2 years, and (2) preferred parking is provided for shared parking, and (3) it is demonstrated that these cars are capable of servicing 5% of the employees	Non-residential	1
	Incentives are provided for employees who carpool or use alternative transportation to get to work. Potential incentives may include guaranteed ride home programs, preferred parking, or transit pass subsidies.	Non-residential	1
X	Bike parking is provided that exceeds the standard set forth in Section XX of this code	Non-residential	2
X	Pedestrian pathway or bike trails are dedicated for public use (Public sidewalk parallel to State Street)		4
	An easily accessible area is provided that serves the entire building and is dedicated to the collection and storage of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals	ALL	1
	In re-construction of existing sites, at least fifty (50) percent of non-hazardous construction and demolition debris is recycled and/or salvaged	ALL	3
	At least fifty (50) percent (based on surface area) of the existing building structure is incorporated or reused in the new structure.	ALL	2
	A minimum of fifty (50) percent of the parking spaces is provided under cover, including under deck or under roof.	Non-residential	3
	Parking is provided underground or below, habitable space.	Non-residential; multi-family residential	1 per two spaces

	Any combination of the following for fifty (50) percent of the side hardscape including roads, sidewalks, courtyards, and parking lots is provided: A. Shade (within 5 years of occupancy) B. Paving materials with a Solar Reflectance Index (SRI) of at least 29 C. Open grid pavement system	Non-residential; multi-family residential	3
	A vegetated roof for at least fifty (50) percent of the roof area is provided	ALL	3
	Use of alternate sources of energy		
	Solar collectors are an allowed structure in the CC&R's	Residential	2
	Only captured rain water, recycled wastewater, recycled gray water, or water treated is used for non-potable uses for irrigation	ALL	4
	Landscaping is provided that does not require permanent irrigation systems. Temporary irrigation systems used for plan establishment are allowed only if removed within one year of installation	ALL	3
X	If irrigation is provided, a drip irrigation system is used. (All shrub beds)	ALL	2
X	Alternative surfaces (e.g., vegetated roofs, pervious pavement or grid pavers) and nonstructural techniques (e.g., rain gardens, <u>vegetated swales</u> , disconnection of imperviousness, rainwater recycling) are used to reduce imperviousness and promote infiltration thereby reducing pollutant loadings	ALL	3
	Storm water volumes generated from the site are reused for non-potable uses such as landscape irrigation, toilet and urinal flushing and custodial uses.	ALL	3
X	A storm water infiltration and retention system is provided on the site.	ALL	1
X	Vegetated open space areas are provided adjacent to the building that is equal to the building footprint	Non-residential	2
	The project design restores surface water systems, including streams and wetlands.	ALL	4
	The project design retains all trees on the site that are four (4) inch caliper or greater in size.	ALL	3
	The development footprint is located in the footprint of a previous building or impervious surface area.	ALL	2
	Land is dedicated for conservation of habitat or wetlands	ALL	4
	An area of ten (10) percent of the project site is dedicated for community gardens.	ALL	3
	A minimum of one acres of land is dedicated for permanent agriculture use.	ALL	4

**Total Points Required for Project:** 12

**Total Points From Checklist** 14



October 27, 2015

Hand Delivered

Garden City  
**Attn: Jeff Lowe, Planner**  
6015 Glenwood Street  
Garden City, Idaho 83714  
jlowe@gardencityidaho.org

**Re: The Human Bean and other Retail – 10015 W. State Street, Garden City, Idaho  
Minor Land Division Application**

Dear Jeff,

Please find attached the Minor Land Division application for Parcel No. S0514346700 located at 10015 W. State Street in Garden City.

**Statement of Intent**

The purpose of the application is to split Parcel A of the Grace Assisted Living minor land division project (ROS 9901) (Parcel No. S0514346700) into two separate lots through a new Record of Survey. One lot will contain the recently-constructed The Human Bean coffee store and the other lot will contain an existing pad site for future retail.

No loud speakers are or will be in use. Orders at The Human bean are taken at the drive-up and walk-up windows. There are no noxious noises or vibrations or other issues with this use.

**Compliance Statement**

The drive-through use of the recently-constructed The Human Bean is compliant with Ordinance 972-14. The drive-through is sited adjacent to State Street, which according to Ordinance 972-14 is “appropriate” given the high volumes of traffic on this arterial roadway. The use is also compliant with the goals of the Comprehensive Plan, promoting pedestrian integration along the Green Boulevard Corridor (State Street). Pedestrian connection to the existing State Street sidewalk is provided. The future development of the pad site will be compliant with applicable ordinances.

**Record of Survey**

Please see attached four (4) copies of the proposed Record of Survey, which will separate Parcel A into two separate lots.

**Preliminary Title Report**

Please see attached title report.

**Legal Description**

Please see attached warranty deed including legal description.

**Neighborhood Map**

Please see attached neighborhood map.

**Site and Utility Plans, Dedications and Easements**

Four (4) full-size (22x34) copies and one (1) half-size (11x17) copy of the site and utility plans for The Human Bean project are attached showing the proposed lot line along the centerline of the main east-west access aisle. Proposed easements (as shown on proposed Record of Survey) are overlaid in color hatching.



October 27, 2015  
Mr. Jeff Lowe  
The Human Bean  
Minor Land Division Application  
Page 2 of 2

**Lighting Plan, Topographic Survey, Grading Plan, etc.**

Please see attached approved civil construction plans (4 sets - 11x17) for The Human Bean, which include bollard lighting, topographic information, grading plans for future improvements, future parking and sidewalk improvements, etc.

**Covenants and Deed Restrictions**

Covenants and deed restrictions will be submitted to the City for review and approval upon subsequent application(s) to develop the pad site.

**Ability to Serve**

Sewer and water services are already stubbed to the pad site in anticipation of development. This project is available for connection to these stubs according to Garden City public works department. See attached will-serve letter from Joe Canning, dated 3/6/15.

**Affidavit of Legal Interest**

The applicant, John Rennison, is also a managing member of H B State, LLC (property owner). An affidavit of legal interest is not required.

**Irrigation / Ditch Company Information**

This development site is Parcel A of the Grace Assisted Living minor land division project. As a part of the Grace project, the irrigation ditch across Parcel A was tiled along the northerly property line. An easement in favor of New Union Ditch Company was established and exists along the north portion of the property as indicated on the site plan (see attached easement). Also, please see attached approval letter for The Human Bean improvements from Gary Heikes, president of New Union Ditch Company.

A CD containing all application materials is included.

Thank you for your assistance with this project! Please let me know if you need anything further to process our request for approval.

Sincerely,

Rennison Engineering

John E. Rennison, PE  
President

# ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-9.

## SECTION A - PROPERTY INFORMATION

A1. Building Owner's Name <u>H B State, LLC</u>		For Insurance Company Use:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. <u>10015 W. State Street</u> City <u>Garden City</u> State <u>Id</u> ZIP Code <u>83714</u>		Policy Number
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Tax Parcel Number <u>S0514346700, PAR #6700, Portion NW1/4 SE1/4 SW1/4 Sec. 14 T4N, R1E (Parcel A R/S 9901)</u>		Company NAIC Number
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Non-Residential (drive through coffee shop)</u>		
A5. Latitude/Longitude: Lat. <u>43°40'48.64733"N</u> Long. <u>116°18'28.50416"W</u>		Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number <u>1B</u>		
A8. For a building with a crawlspace or enclosure(s):		A9. For a building with an attached garage:
a) Square footage of crawlspace or enclosure(s) <u>N/A</u> sq ft		a) Square footage of attached garage <u>N/A</u> sq ft
b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____		b) No. of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
c) Total net area of flood openings in A8.b _____ sq in		c) Total net area of flood openings in A9.b _____ sq in
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No		d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No

## SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number <u>Garden City, City of (Community Number 160004)</u>		B2. County Name <u>Ada County</u>	B3. State <u>Idaho</u>	
B4. Map/Panel Number <u>16001C0166</u>	B5. Suffix <u>H</u>	B6. FIRM Index Date <u>09/22/1999</u>	B7. FIRM Panel Effective/Revised Date <u>02/19/2003</u>	B8. Flood Zone(s) <u>AE</u>
B9. Base Flood Elevation(s) (Zone AO, use base flood depth) <u>2589.00</u>				
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9. <input checked="" type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other (Describe) _____				
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe) _____				
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA				

## SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction  
\*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. Use the same datum as the BFE.  
Benchmark Utilized C438 Vertical Datum NAVD 1988  
Conversion/Comments \_\_\_\_\_

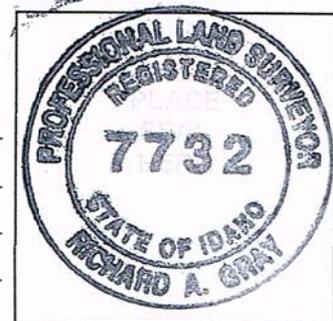
		Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor) <u>2590 .70</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)	
b) Top of the next higher floor _____	<input type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)	
c) Bottom of the lowest horizontal structural member (V Zones only) _____	<input type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)	
d) Attached garage (top of slab) _____	<input type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)	
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) <u>2590 .6</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)	
f) Lowest adjacent (finished) grade next to building (LAG) <u>2590 .2</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)	
g) Highest adjacent (finished) grade next to building (HAG) <u>2590 .7</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)	
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support _____	<input type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)	

## SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor?  Yes  No

Certifier's Name <u>Richard A. Gray</u>		License Number <u>7732</u>	
Title Member	Company Name <u>Compass Land Surveying PLLC</u>		
Address <u>419 Madrone Cir.</u>	City <u>Nampa</u>	State Id	ZIP Code <u>83686</u>
Signature <u>Richard A. Gray</u>	Date <u>8/13/15</u>	Telephone <u>208-442-0115</u>	



**ELEVATION CERTIFICATE, page 2**

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>	<b>FOR INSURANCE COMPANY USE</b>
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1650. E. Riverside Dr.	Policy Number:
City Eagle State ID ZIP Code 83616	Company NAIC Number:

**SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)**

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments The elevation shown on C2.a is the proposed finish floor elevation taken from the design construction drawings. The elevations shown on C2. f and C2.g are elevations taken from the design construction drawings.

The BM used was located from the NGS data sheets, Designation C438, PID AE6303

*Robert Lopez*  
Signature

Date 8/13/15

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
  - a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_  feet  meters  above or  below the HAG.
  - b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_  feet  meters  above or  below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_  feet  meters  above or  below the HAG.
- E3. Attached garage (top of slab) is \_\_\_\_\_  feet  meters  above or  below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_  feet  meters  above or  below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?  Yes  No  Unknown. The local official must certify this information in Section G.

**SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

Check here if attachments.

**SECTION G – COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1.  The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.  A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3.  The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
-------------------	------------------------	---

- G7. This permit has been issued for:  New Construction  Substantial Improvement
- G8. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_  feet  meters Datum \_\_\_\_\_
- G9. BFE or (in Zone AO) depth of flooding at the building site: \_\_\_\_\_  feet  meters Datum \_\_\_\_\_
- G10. Community's design flood elevation: \_\_\_\_\_  feet  meters Datum \_\_\_\_\_

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

Check here if attachments.

# Building Photographs

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 10015 W. State Street	For Insurance Company Use: Policy Number
City Garden City State Id ZIP Code 83714	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least two building photographs below according to the instructions for Item A6. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." If submitting more photographs than will fit on this page, use the Continuation Page, following.



Rear view 8/12/15



North westerly side view 8/12/15

# Building Photographs

Continuation Page

For Insurance Company Use:

Policy Number

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.  
10015 W. State Street

City Garden City State ID ZIP Code 83714

Company NAIC Number

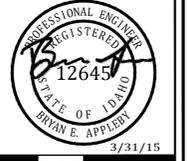
If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View."



South easterly side view 8/12/15



Front view 8/12/15

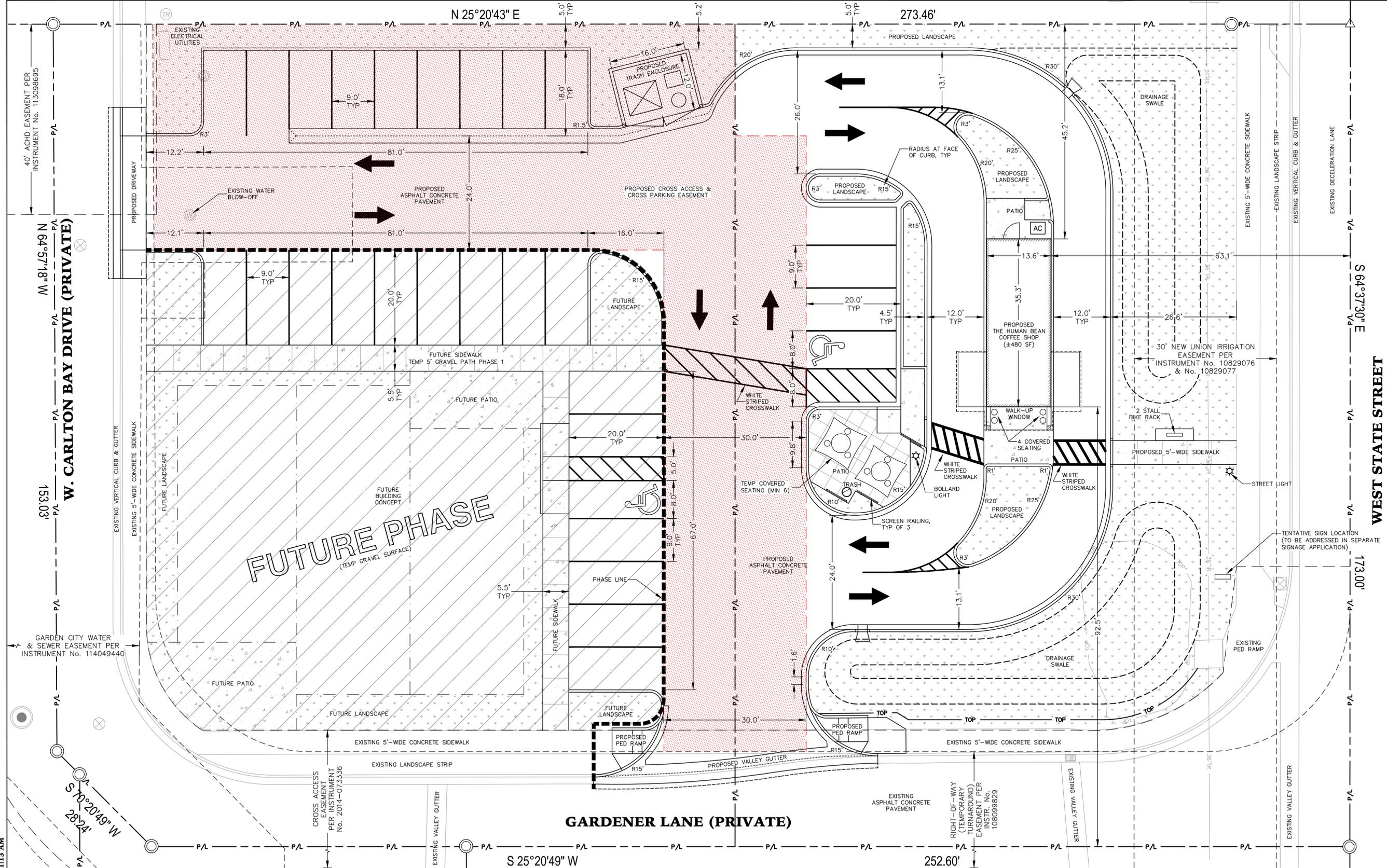


**RENNISON ENGINEERING**  
 PO Box 1001 Eagle, Idaho 83616 P: 208-938-2440

**CIVIL CONSTRUCTION PLANS**  
 for  
**THE HUMAN BEAN**  
**SITE PLAN**

NO.	REVISIONS	DATE
1	CITY REVIEW COMMENTS, SITE PLAN UPDATE	3/23/15
2	CITY REVIEW COMMENTS	3/31/15
3		
4		
5		
6		

DATE	3/31/15	P.M.
		JER
P.N.	R140502	CAD
		BEA
SHEET NO.	<b>C2.0</b>	



PLOT DATE & TIME: 7/20/2015 11:13 AM



Know what's below.  
 Call before you dig.

**SITE PLAN**

22' x 34' PLAN SHEET SCALE: 1" = 10'  
 11' x 17' PLAN SHEET SCALE: 1" = 20'



**New Union Ditch Company, Limited**

March 23, 2015

Re: The Human Bean  
10015 West State Street

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To Whom It May Concern:

The proposed improvements within the New Union Ditch Company easement as shown on sheet C2.0 dated 3/23/15 are acceptable.

Sincerely,



Gary Heikes  
President, New Union Ditch Company, Limited

4305 Willow Creek Road  
Eagle, Idaho 83616



LICENSE AGREEMENT

LICENSE AGREEMENT, made and entered into this 10<sup>th</sup> day of MARCH, 2008, by and among NEW UNION DITCH COMPANY, LTD., a ditch company organized pursuant to Idaho Code, party of the first part, hereinafter referred to as the "Ditch Company", and

STATE STREET PROPERTY, LLC, an Idaho limited liability company,  
4040 Palos Verdes Drive North, Suite 202, Rolling Hills Estates, California 90274

party or parties of the second part, hereinafter collectively referred to as the "Licensee",

WITNESSETH:

WHEREAS, Licensee is the owner of real property (burdened with an easement of the Ditch Company hereinafter mentioned) particularly described in the "Legal Description" and/or deed attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the Ditch Company owns the irrigation ditch known as the NEW UNION DITCH (sometimes referred to as "ditch or canal") together with the easement therefor to convey irrigation water, to operate, clean, maintain, and repair the New Union Ditch, and to access the New Union Ditch for those purposes; and,

WHEREAS, the Licensee's real property crosses and intersects the New Union Ditch and Ditch Company's easement; and,

WHEREAS, the Licensee desires a license to approve and authorized construction or activity affecting the New Union Ditch or the Ditch Company's easement in its course across the lands of the Licensee in the manner and under the terms and conditions hereinafter set forth; and,

WHEREAS, it is necessary that the Ditch Company protect its ditch and its right of way along its ditch;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties agree as follows:

1. The Licensee shall have the right to modify the New Union Ditch or encroach upon the Ditch Company's easement along the New Union Ditch in the manner generally described in the "Purpose of License" attached hereto as Exhibit B and by this reference made a part hereof. Any modification of the New Union Ditch by the Licensee or encroachment upon the Ditch Company's easement along the New Union Ditch shall be performed and maintained in accordance with the "Special Conditions" stated in Exhibit C, attached hereto and by this reference made a part hereof. Any difference or discrepancy between the items listed in Exhibit B, "Purpose of License," and any plans or drawings referenced in or attached to Exhibit C

shall be resolved in favor of Exhibit B. Licensee shall only be permitted or allowed to modify the New Union Ditch or encroach upon the Ditch Company's easement as described in Exhibit B even if any plans or drawings referenced or attached to Exhibit C provide or show otherwise.

2. This agreement pertains only to the Licensee's modification of the New Union Ditch or encroachment to the Ditch Company's easement for the purposes and in the manner described herein. The Licensee shall not change the location of the New Union Ditch, or otherwise alter the New Union Ditch in any manner not described in this agreement without first obtaining the written permission of the Ditch Company which shall not be unreasonably withheld.

3. Each facility ("facility" as used in this agreement means any object or thing of any nature installed in or on the Ditch Company's easement by the Licensee or the Licensee's predecessor in interest) shall be constructed, installed, operated, maintained, and repaired at all times by the Licensee at the cost and expense of the Licensee.

4. Licensee agrees to construct, install, operate, maintain and repair each facility and conduct its activities within or affecting the Ditch Company's easement so as not to constitute or cause:

- a. a hazard to any person or property;
- b. an interruption or interference with the flow of irrigation water in the New Union Ditch or the delivery of irrigation water by the Ditch Company;
- c. an increase in seepage or any other increase in the loss of water from the New Union Ditch;
- d. the subsidence of soil within or adjacent to the easement;
- e. any other damage to the Ditch Company's easement and irrigation works.

5. The Licensee agrees to indemnify, hold harmless, and defend the Ditch Company from all claims for damages arising out of any of the Licensee's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph, 4.a. through 4.e., or any other damage to the easement and irrigation works which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any facility.

6. The Ditch Company reserves the right, at the Ditch Company's option, upon first giving reasonable notice, to remove any facility installed by the Licensee and to repair any alteration by the Licensee of the New Union Ditch and the easement therefor which does not comply with the terms of this agreement, and to remove any impediment to the flow of water in the New Union Ditch and any unsafe condition or hazard caused by the Licensee, at any time, and the Licensee agrees to pay to the Ditch Company, on demand, the costs which shall be reasonably expended by the Ditch Company for such purposes. If the Licensee shall fail in any respect to properly maintain and repair such facility, then the Ditch Company, at its option, and without impairing or in anywise affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the Licensee agrees to pay to the Ditch Company, on demand, the cost or expense which shall be reasonably expended or incurred by the Ditch Company for such purposes. The Ditch Company shall give reasonable notice to the Licensee prior to the Ditch Company's performing such maintenance, repair or other work except that in cases of emergency the Ditch Company shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by Licensee or any third party against the Ditch Company for failure to exercise the options stated in this paragraph, and Licensee shall indemnify, hold harmless and defend the Ditch Company from any claims made against the Ditch Company arising out of or relating to the terms of this paragraph except for claims arising solely out of the negligence of the Ditch

Company.

7. Neither the terms of this agreement, the permission granted by the Ditch Company to the Licensee, the Licensee's activity which is the subject of this agreement, nor the parties exercise of any rights or performance of any obligations of this agreement, shall be construed or asserted to extend the application of any statute, rule, regulation, directive or other requirement, or the jurisdiction of any federal, state, or other agency or official to the Ditch Company's ownership, operation, and maintenance of the New Union Ditch which did not apply to the Ditch Company's operations and activities prior to and without execution of this agreement. In the event the Ditch Company is required to comply with any such requirements or is subject to the jurisdiction of any such agency as a result of execution of this agreement or the Licensee's activity authorized hereunder, Licensee shall indemnify, hold harmless and defend the Ditch Company from all costs and liabilities associated with the application of such laws or the assertion of such jurisdiction.

8. In addition to all other indemnification provisions herein, Licensee further agrees to indemnify, hold harmless and defend the Ditch Company from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the Ditch Company by reason of the negligent acts or omissions of Licensee or its agents, contractors or subcontractors in performing the construction and activities authorized by this agreement.

9. The Licensee agrees that the Ditch Company shall not be liable for any damages which shall occur to any facility, structure, plant, or any other improvement of any kind or nature whatsoever which the Licensee shall install on the said easement area of the Ditch Company in the reasonable exercise of the rights of the Ditch Company in the course of performance of maintenance or repair of the New Union Ditch. The Licensee further agrees to suspend its use of the said easement area when the use of the easement area is required by the Ditch Company for maintenance or repair under this or any other paragraph of this agreement. The Ditch Company shall give reasonable notice prior to any maintenance work which may disrupt the easement area.

10. Licensee shall place no structures or landscaping of any kind above within the Ditch Company's easement area except as referred to in this agreement or exhibits hereto without the prior written consent of the Ditch Company.

11. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this agreement, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

12. The parties hereto understand and agree that the Ditch Company has no right in any respect to impair the uses and purposes of the irrigation works and system of the Ditch Company by this agreement, nor to grant any rights in its irrigation works and system incompatible with the uses to which such irrigation works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

13. Nothing herein contained shall be construed to impair the right of way of the Ditch Company in the New Union Ditch and all uses of the New Union Ditch by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the Ditch Company to the use of the New Union Ditch for the transmission and delivery of irrigation water.



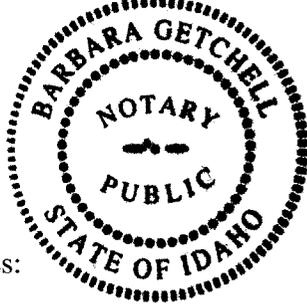
STATE STREET PROPERTY, LLC, an Idaho limited liability company,

[Handwritten Signature]

STATE OF IDAHO )  
 ) ss:  
County of Ada )

On this 10 day of MARCH, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN ADAMS and GARY HIGGINS, known to me to be the President and Secretary/Treasurer, respectively, of the NEW UNION DITCH COMPANY, LTD., the ditch company that executed the foregoing instrument and acknowledged to me that such ditch company executed the same.

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



[Handwritten Signature]  
Notary Public for Idaho  
Residing at BOISE, Idaho  
My Commission Expires: 11/17/2012

STATE OF \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of STATE STREET PROPERTY, LLC, the entity that executed the foregoing instrument and acknowledged to me that said entity 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.

SEE ATTACHED  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

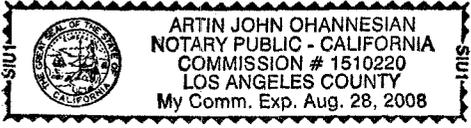
County of Los Angeles

On 2/26/08 before me, Artin John Ohannessian / Notary Public

personally appeared James GIOVINO

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

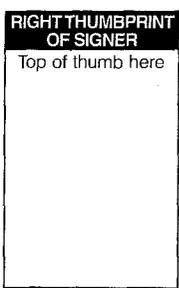
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: License Agreement  
 Document Date: — Number of Pages: 5 + notary  
 Signer(s) Other Than Named Above: —

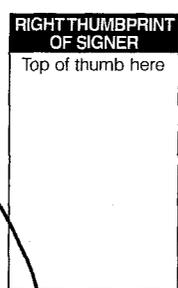
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James GIOVINO  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: Managing Member



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 6.00 2  
BOISE IDAHO 05/01/07 04:06 PM  
DEPUTY Vicki Allen  
RECORDED - REQUEST OF  
Pioneer  
107062680

703 S. Americana, Suite 120 / Boise, Idaho 83702 / (208) 373-3744

QUITCLAIM DEED

268733 -HH

For Value Received

Linda Coppel Trout, as her sole and separate property  
do hereby convey, release, remise and forever quit claim unto  
State Street Property, LLC, an Idaho limited liability company  
whose address is 4040 Palos Verdes Drive North, Suite 202, Rolling Hills Estates, CA 90274  
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

together with their appurtenances.

Dated: March 16, 2007

Linda Coppel Trout

STATE OF Idaho County of Ada ss.

On this 31<sup>st</sup> day of March, in the year of 2007, before me the undersigned, notary public personally appeared Linda Coppel Trout known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Notary Public of Idaho  
Residing at: Boise  
Commission expires: 6/15/11

# EXHIBIT A

Cascade Office  
PO Box 188  
105 N Main Street  
Cascade, Idaho 83611  
Office: 208-382-4902  
Fax: 208-382-4902

**Rennison Fodrea**  
*Engineers • Surveyors • Planners*

Eagle Office  
430 E. State St.  
Suite 140  
Eagle, Idaho 83616  
Office: 208-938-2440  
Fax: 208-938-2441

DATE: 11/30/06

Project No.:1946

## Legal Description For State Street Partners, L.L.C.

A tract of land being a portion of the southwest one quarter of Section 14, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho according to the Government Survey, said tract of land being more particularly described as follows:

Commencing at a found 5/8 inch iron pin marking the south one-quarter (S1/4) corner of said Section 14, thence a bearing of N 89°25'02" W, a distance of 292.43 feet on the south boundary of said Section 14 to a point being witnessed by a set 5/8 inch iron pin with cap witness corner that bears N 89°25'02" W, a distance of 20.00 feet; Thence a bearing of N 62°16'52" W, a distance of 341.72 feet to a set 5/8 inch iron pin with cap and the **POINT OF BEGINNING**;

Thence continuing a bearing of N 62°16'52" W, a distance of 797.30 feet to a set 5/8 inch iron pin with cap;

Thence a bearing of N 25°20'43" E, a distance of 577.46 feet to a found 5/8 inch iron pin on the southerly right-of-way of State Highway 44;

Thence a bearing of S 64°37'01" E, a distance of 797.01 feet on said southerly right-of-way to a found 5/8 inch iron pin;

Thence leaving said southerly right-of-way on a bearing of S 25°22'56" W, a distance of 609.95 feet to the **Point of Beginning**.

The above described tract of land contains 10.86 acres more or less, and being subject to and together with any and all rights-of-way and easements of record and / or use.

Modification in any way of the foregoing legal description terminates all liability of the surveyor who prepared that description

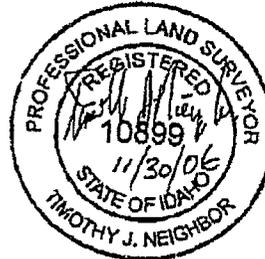


EXHIBIT B  
Purpose of License

The purpose of this License Agreement is to permit and authorize Licensee to:

1. pipe and relocate approximately 214 feet of the New Union Ditch in 36 inch pipe; and
2. construct and install roadway and roadway improvements across said pipe and within the Ditch Company's easement for the New Union Ditch,

all within Licensee's property described in Exhibit A, known as the Walsh Property, located in Garden City, Ada County, Idaho.

EXHIBIT C  
Special Conditions

a. The construction described in Exhibit B shall be in performed in accordance with those portions of certain plans attached hereto as Exhibit C-1 and by this reference made a part hereof.

b. Licensee shall convey to the Ditch Company an easement for that section of the New Union Ditch relocated by Licensee under the terms of this agreement. Execution and delivery of said easement are material and essential terms of this agreement and if not executed and delivered, at the option of the Ditch Company this agreement may be terminated and be of no force and effect. Upon request by Licensee and submission of a legal description to the Ditch Company, the Ditch Company shall relinquish its easement along the New Union Ditch where it has been replaced by relocation of the New Union Ditch.

c. The pipe, installation, and backfill shall, at a minimum, meet the requirements of the Ditch Company and standard specifications for such materials and construction, as set forth in the Idaho standards for public works construction or other standards recognized by the city or county in which the pipe/culvert is to be placed.

d. Supplementing paragraph 6 of this agreement, within one week after construction and installation of the ditch and pipe for the New Union Ditch is completed, the Licensee shall provide the Ditch Company written notice that the facilities installed and work performed by the Licensee are ready for final inspection and approval by the Ditch Company. Within one month after receiving such written notification from the Licensee, the Ditch Company shall perform an inspection and, if the facilities have been constructed and installed and all work has been performed in compliance with the terms of this agreement, the Ditch Company shall provide written notice to the Licensee of final approval.

e. The Licensee shall not fill, alter, or perform any work affecting the New Union Ditch or the Ditch Company's easement, and the New Union Ditch (except for connecting points to the new relocated pipe) shall remain open and serviceable for use and maintenance by the Ditch Company for all irrigation purposes until and unless the Licensee has received written notice from the Ditch Company of final approval of the construction and installation of the new ditch and pipe for the New Union Ditch as provided in paragraph d. of this agreement. Licensee shall be responsible for operation and maintenance associated with the Licensee's backfill of the New Union Ditch. Licensee further agrees to indemnify, hold harmless and defend the Ditch Company from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the Ditch Company by reason of drainage or seepage associated with the Licensee's backfill of the New Union Ditch.

f. The Licensee recognizes and acknowledges that the license granted in this agreement by the Ditch Company pertains only to the rights of the Ditch Company as owner of an easement. The Ditch Company has no right or power to create rights in the Licensee affecting the holder of title to the property subject to the Ditch Company's easement. Any such rights affecting fee title must be acquired by the Licensee from the holder of title to the property. Should Licensee fail to obtain such rights from the holder of title to the property or should the rights obtained prove legally ineffectual, Licensee shall hold harmless, indemnify and defend the Ditch Company from any claim by any party arising out of or related to such failure of rights and at the option of the Ditch Company this agreement shall be of no force and effect.

g. The Ditch Company shall continue to have the right and responsibility for operation and maintenance of the New Union Ditch, however, Licensee shall be responsible for operation, maintenance, and repair associated with the Licensee's piping, including rehabilitation or replacement of the pipe/culvert, ditch and rehabilitation of the Ditch Company's easement, and the Licensee shall be responsible for any increased operation, maintenance and repair costs associated with the Licensee's piping, including any increased operation, maintenance and repair costs associated with landscaping, trees and tree roots installed within the Ditch Company's easement. Maintenance shall include, but not be limited to, the removal and disposal of silt, gravel, plant material, and all trash and debris which may accumulate in the New Union Ditch. Repairs shall include, but not be limited to, all repairs necessary to preserve the structural integrity and unobstructed flow of water through the New Union Ditch and prevent the unreasonable loss of water from the New Union Ditch. If the Licensee shall fail in any respect to properly operate, maintain and repair such portion of the ditch, then the Ditch Company, at its option, and without impairing or in anyway affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the Licensee agrees to pay to the Ditch Company, on demand, the cost or expense which shall be reasonably expended or incurred by the Ditch Company for such purposes. The Ditch Company shall give reasonable notice to the Licensee prior to the Ditch Company's performing such maintenance, repair or other work except that in cases of emergency the Ditch Company shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by Licensee or any third party against the Ditch Company for failure to exercise the options stated in this paragraph, and Licensee shall indemnify, hold harmless and defend the Ditch Company from any claims made against the Ditch Company arising out of or relating to the terms of this paragraph except for claims arising solely out of the negligence or fault of the Ditch Company.

h. Licensee represents that Licensee has complied with all federal, state or other laws, rules, regulations, directives or other requirements in any form regarding environmental matters, and specifically those relating to pollution control and water quality, as may be applicable under the subject matter, terms or performance of this agreement broadly construed. Licensee recognizes its continuing duty to comply with all such requirements that now exist or that may be implemented or imposed in the future. By executing this agreement the Ditch Company assumes no responsibility or liability for any impact upon or degradation of water quality or the environment resulting from the discharge or other activity by Licensee which is the subject of this agreement.

i. Licensee hereby indemnifies, holds harmless and shall defend the Ditch Company from any and all penalties, sanctions, directives, claims or any action taken or requirement imposed by any party or entity, public or private, with respect to environmental matters relating to the subject matter, terms or performance of this agreement unless the Ditch Company shall be solely responsible for the condition or activity which gives rise to any such penalty, sanction, directive, claim, action or requirement.

j. In the event the Ditch Company is required by any governmental authority to acquire or comply with any permit or other operational requirements associated with Licensee's discharge and other activity which is the subject of this agreement, Licensee shall indemnify, hold harmless and defend the Ditch Company from all costs and liabilities associated with such permit and other requirements, including but not limited to all costs associated with all permit acquisition, construction, monitoring, treatment, administrative, filing and other requirements.

k. The parties to this agreement recognize this license agreement is an accommodation to Licensee. The Ditch Company by this agreement does not assume, create, or exercise legal or other authority, either express or implied, to regulate control, or prohibit the discharge or contribution of pollutants or contaminants to the Ditch Company's facilities or to any groundwater, waters of the State of Idaho or the United States, or any other destination. Such authority, to the extent that it exists, is possessed and exercised by governmental environmental agencies.

l. Licensee shall not excavate, discharge water, place any structures, nor plant any trees, shrubs or landscaping within the Ditch Company's easement, nor perform any other construction or activity within the Ditch Company's easements for the New Union Ditch except as referred to in this agreement or exhibits hereto without the prior written consent of the Ditch Company.

m. Licensee shall ~~depict and record the new location of the Ditch Company's easement according to the Final Plat (for Lonesome Dove Subdivision)~~ Licensee confirms, acknowledges and grants that the Ditch Company's easement for the New Union Ditch includes a sufficient area of land to convey irrigation water, to operate, clean, maintain, and repair the New Union Ditch, and to access the New Union Ditch for those purposes, and is a minimum of 30 feet, 15 feet to either side of the centerline.

n. All piping authorized by this Agreement shall be completed prior to March 15, 2008, unless otherwise agreed in writing by the Ditch Company. All other construction shall be completed within one year of the date of this Agreement. Time is of the essence.

WRONG REFERENCE -

See following Page for Correction

BY: Sam Cian

j. In the event the Ditch Company is required by any governmental authority to acquire or comply with any permit or other operational requirements associated with Licensee's discharge and other activity which is the subject of this agreement, Licensee shall indemnify, hold harmless and defend the Ditch Company from all costs and liabilities associated with such permit and other requirements, including but not limited to all costs associated with all permit acquisition, construction, monitoring, treatment, administrative, filing and other requirements.

k. The parties to this agreement recognize this license agreement is an accommodation to Licensee. The Ditch Company by this agreement does not assume, create, or exercise legal or other authority, either express or implied, to regulate control, or prohibit the discharge or contribution of pollutants or contaminants to the Ditch Company's facilities or to any groundwater, waters of the State of Idaho or the United States, or any other destination. Such authority, to the extent that it exists, is possessed and exercised by governmental environmental agencies.

l. Licensee shall not excavate, discharge water, place any structures, nor plant any trees, shrubs or landscaping within the Ditch Company's easement, nor perform any other construction or activity within the Ditch Company's easements for the New Union Ditch except as referred to in this agreement or exhibits hereto without the prior written consent of the Ditch Company.

m. Licensee shall depict and record the new location of the Ditch Company's easement according to the Final Plat for Licensee's development. Licensee confirms, acknowledges and grants that the Ditch Company's easement for the New Union Ditch includes a sufficient area of land to convey irrigation water, to operate, clean, maintain, and repair the New Union Ditch, and to access the New Union Ditch for those purposes, and is a minimum of 30 feet, 15 feet to either side of the centerline.

n. All piping authorized by this Agreement shall be completed prior to March 15, 2008, unless otherwise agreed in writing by the Ditch Company. All other construction shall be completed within one year of the date of this Agreement. Time is of the essence.





EASEMENT

This EASEMENT, given in connection with and pursuant to that certain License Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2008 between State Street Property, LLC, an Idaho limited liability company, and the New Union Ditch Company, Ltd., a ditch company organized under the laws of the state of Idaho, is granted in accordance with the terms and conditions of said License Agreement.

STATE STREET PROPERTY, LLC, hereby grants an easement to NEW UNION DITCH COMPANY, LTD. for right of way along its New Union Ditch. The centerline of said easement and right-of-way is described in Exhibit B attached hereto and made a part hereof,

This easement is granted for all proper irrigation purposes and is granted to New Union Ditch Company, Ltd., its successors and assigns, as a perpetual easement and is and shall be appurtenant to and inseparable from the real property owned by State Street Property, LLC, described in Exhibit A attached hereto and made a part hereof.

This easement is intended to replace a section of the former easement of New Union Ditch Company with an easement along the New Union Ditch after relocation of the New Union Ditch by State Street Property, LLC. The easement includes a sufficient area of land to convey irrigation water, to operate, clean, maintain, and repair the New Union Ditch, and to access the New Union Ditch for those purposes, and is a minimum of 30 feet, 15 feet to either side of the centerline, as described in Exhibit B.

IN WITNESS WHEREOF, STATE STREET PROPERTY, LLC, has executed this easement this \_\_\_\_ day of \_\_\_\_\_, 2008.

STATE STREET PROPERTY, LLC, an Idaho limited liability company,

\_\_\_\_\_





ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 6.00 2  
BOISE IDAHO 05/01/07 04:06 PM  
DEPUTY Vicki Allen  
RECORDED - REQUEST OF  
Pioneer 187862688



703 S. Americana, Suite 120 / Boise, Idaho 83702 / (208) 373-3744

QUITCLAIM DEED

268733 -HH

For Value Received

Linda Cople Trout, as her sole and separate property  
do hereby convey, release, remise and forever quit claim unto  
State Street Property, LLC, an Idaho limited liability company  
whose address is 4040 Palos Verdes Drive North, Suite 202, Rolling Hills Estates, CA 90274  
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

together with their appurtenances.

Dated: March 16, 2007

Linda Cople Trout

STATE OF Idaho, County of Ada, ss.

On this 3<sup>rd</sup> day of March, in the year of 2007, before me the undersigned, notary public personally appeared Linda Cople Trout known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Notary Public of Idaho  
Residing at: Boise  
Commission expires: 6/15/11

# EXHIBIT A

Cascade Office  
PO Box 188  
105 N Main Street  
Cascade, Idaho 83611  
Office: 208-382-4902  
Fax: 208-382-4902

**Rennison Fodrea**  
Engineers • Surveyors • Planners

Eagle Office  
430 E. State St.  
Suite 140  
Eagle, Idaho 83616  
Office: 208-938-2440  
Fax: 208-938-2441

DATE: 11/30/06

Project No.:1946

## Legal Description For State Street Partners, L.L.C.

A tract of land being a portion of the southwest one quarter of Section 14, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho according to the Government Survey, said tract of land being more particularly described as follows:

Commencing at a found 5/8 inch iron pin marking the south one-quarter (S1/4) corner of said Section 14, thence a bearing of N 89°25'02" W, a distance of 292.43 feet on the south boundary of said Section 14 to a point being witnessed by a set 5/8 inch iron pin with cap witness corner that bears N 89°25'02" W, a distance of 20.00 feet; Thence a bearing of N 62°16'52" W, a distance of 341.72 feet to a set 5/8 inch iron pin with cap and the **POINT OF BEGINNING**;

Thence continuing a bearing of N 62°16'52" W, a distance of 797.30 feet to a set 5/8 inch iron pin with cap;

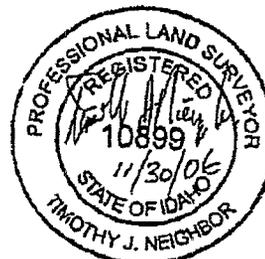
Thence a bearing of N 25°20'43" E, a distance of 577.46 feet to a found 5/8 inch iron pin on the southerly right-of-way of State Highway 44;

Thence a bearing of S 64°37'01" E, a distance of 797.01 feet on said southerly right-of-way to a found 5/8 inch iron pin;

Thence leaving said southerly right-of-way on a bearing of S 25°22'56" W, a distance of 609.95 feet to the **Point of Beginning**.

The above described tract of land contains 10.86 acres more or less, and being subject to and together with any and all rights-of-way and easements of record and / or use.

Modification in any way of the foregoing legal description terminates all liability of the surveyor who prepared that description



**EXHIBIT "A"**

**DESCRIPTION FOR  
NEW UNION CANAL RE-ALIGNMENT  
FOR THE WALSH PROPERTY**

FEBRUARY 11, 2008

AN EASEMENT LOCATED IN THE SW 1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 14, T.4 N., R.1 W., B.M., THENCE S 00°48'31" W 879.46 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF STATE STREET;

ALONG THE SOUTHERLY RIGHT OF WAY OF STATE STREET THE FOLLOWING:

THENCE S 64°44'21" E 1366.25 FEET TO A POINT;

THENCE S 64°23'49" E 370.45 FEET TO THE NORTHEAST CORNER OF CARLTON BAY SUBDIVISION;

THENCE S 25°33'39" W 30.00 FEET ALONG THE EAST BOUNDARY OF CARLTON BAY SUBDIVISION TO A POINT ON THE CENTERLINE OF THE EXISTING NEW UNION CANAL, THE **BEGINNING POINT** OF THIS CENTERLINE DESCRIPTION;

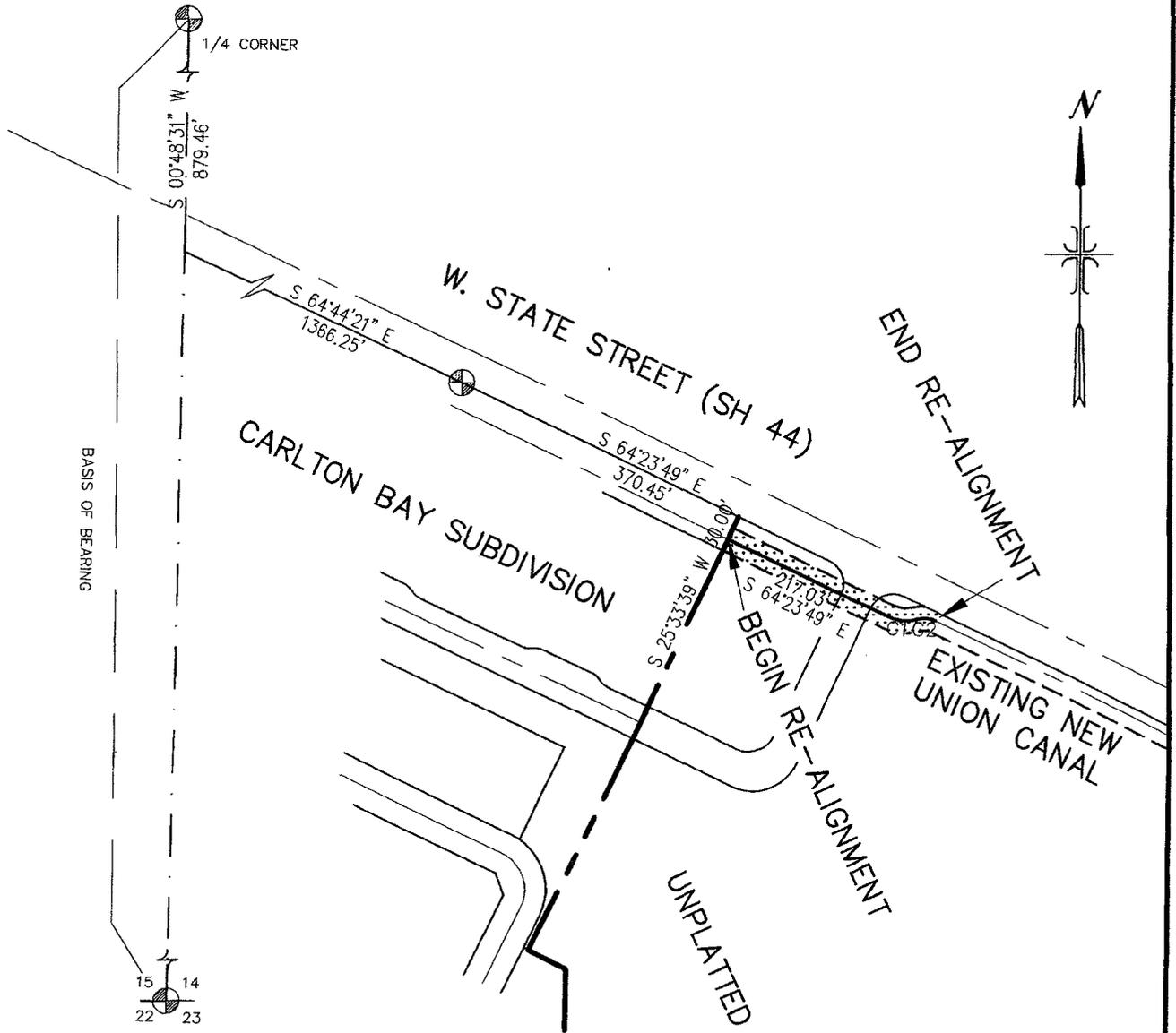
SAID EASEMENT BEING 30' IN WIDTH, 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

THENCE S 64°23'49" E 217.03 FEET TO A POINT OF CURVATURE;

THENCE 36.14 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 41°24'35", A TANGENT OF 18.90 FEET AND A CHORD BEARING S 85°06'07" E 35.36 FEET TO A POINT OF REVERSED CURVATURE;

THENCE 21.68 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 41°24'35", A TANGENT OF 11.34 FEET AND A CHORD BEARING S 85°06'07" E 21.21 FEET TO A POINT ON THE CENTERLINE OF THE EXISTING NEW UNION CANAL, THE **ENDING POINT** OF THIS CENTERLINE DESCRIPTION.

# EXHIBIT "B"



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C-1	36.14'	50.00'	41°24'35"	18.90'	S 85°06'07" E	35.36'
C-2	21.68'	30.00'	41°24'35"	11.34'	S 85°06'07" E	21.21'

© STANLEY CONSULTANTS  
CADD A1-R3

REVISIONS

RE-ALIGNMENT EASEMENT FOR  
30' NEW UNION CANAL  
IN SECTION 14, T.4 N., R.1 E., B.M.  
GARDEN CITY, ADA COUNTY, IDAHO

  
**Stanley Consultants** INC.  
2264 S. BONITO WAY  
SUITE 150  
MERIDIAN, IDAHO 83642  
208-855-5600

DRAWN: MEM      DATE: 2/11/08      SCALE: 1"=200'      JOB NO. 19164

**ZONE: C-1**  
9998 W. STATE STREET  
BOISE, ID  
R7334200123

**ZONE: C-2**  
9990 W. STATE STREET  
BOISE, ID  
R7334201320

**N. GARDNER LN**

P/L

P/L

P/L

**W. STATE STREET**

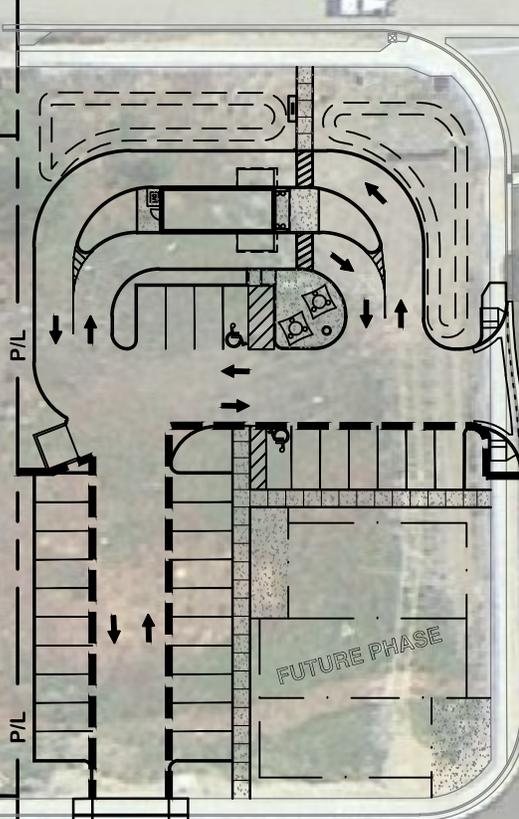
P/L

7/d

**ZONE: M**  
W. STATE STREET  
R1292650030

P/L

**ZONE: M**  
10178 W. CARLTON BAY DR  
R1292650120



**ZONE: C-2**  
9931 W. STATE STREET  
S0514346730

P/L

7/d

**GRACE ASSISTED LIVING**  
9995 W. STATE STREET  
S0514346780

P/L

P/L

**W. CARLTON BAY DR**  
(PRIVATE)

7/d

P/L

**ZONE: M**  
W. CARLTON BAY DR  
R1292650590

**ZONE: C-2**  
10005 W. STATE STREET  
S0514346760

**THE HUMAN BEAN  
NEIGHBORHOOD MAP**



P/L



---

Jim D. Hansen, President  
Sara M. Baker, Vice President  
Rebecca W. Arnold, Commissioner  
Kent Goldthorpe, Commissioner  
Paul Woods, Commissioner

**January 30, 2015**

John Rennison  
1980 S. Meridian Rd. Ste. 140  
Meridian, ID 83642

**RE: CIF15-0003 / CUP2015-00002 / 10015 W. State St. / The Human Bean  
PLAN ACCEPTANCE**

The District has reviewed the building plans for the above referenced project for assessment of impact fees. The District has no comment on the site improvements because all proposed improvements are outside of ACHD right-of-way. If the scope of work changes to include work within the right-of-way, the District will need to review and approve those changes.

**Requirements Prior to Starting Work**

1. Comply with all Standard Requirements of approval.
2. The impact fee must be paid prior to issuance of a building permit.

**When Ready to Request ACHD Occupancy Sign-Off**

1. Call 387-6380 and provide all information as shown in the header of this letter, i.e. the file number, site address, and the name of the project. Please include your name and return phone number.

**Total Impact Fee due: \$3,051.84**

**ACHD inspection is not required.**

If you have any questions or concerns please feel free to contact me at (208) 387-6335.

Sincerely,

Austin Miller  
Planner I  
Development Services

cc: Project File



## CITY OF GARDEN CITY

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

February 20, 2015

John Rennison  
Rennison Engineering  
PO Box 1001  
Eagle, ID 83616

Re: Approval of Conditional Use Permit Application CUP2015-00002

Dear John,

- On February 18, 2015, the Garden City Planning and Zoning Commission approved conditional use permit application CUP2015-00002:

**CUP2015-00002:** H B State LLC, represented by John Rennison with Rennison Engineering, is requesting Conditional Use Permit approval to construct a Drive-Through Establishment. The 1.079-acre site is located at 10015 W. State Street and is within the C-2 General Commercial Zoning District, and the Green Boulevard Corridor and Residential Low Density areas of the Comprehensive Plan.

There is a 10 day right-to-appeal period to the City Council from the date of the Garden City Planning and Zoning Commission decision. Prior to occupancy, conditions of approval shall be met and inspected. This approval is for the use only. Other permits may be required. A copy of the signed decision will be forthcoming.

Please contact us with any questions.

Sincerely,  
Jeff Lowe, AICP  
Planner  
Development Services Department  
City of Garden City

# RECORD OF SURVEY FOR A MINOR LAND DIVISION

RECORD OF SURVEY NO. \_\_\_\_\_

PARCEL "A" OF MINOR LAND DIVISION RECORD OF SURVEY NO. 9901  
LOCATED IN THE S1/2 OF THE SE1/4, SECTION 14,  
TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN  
GARDEN CITY, ADA COUNTY, IDAHO, 2016

### APPROVAL OF CITY ENGINEER

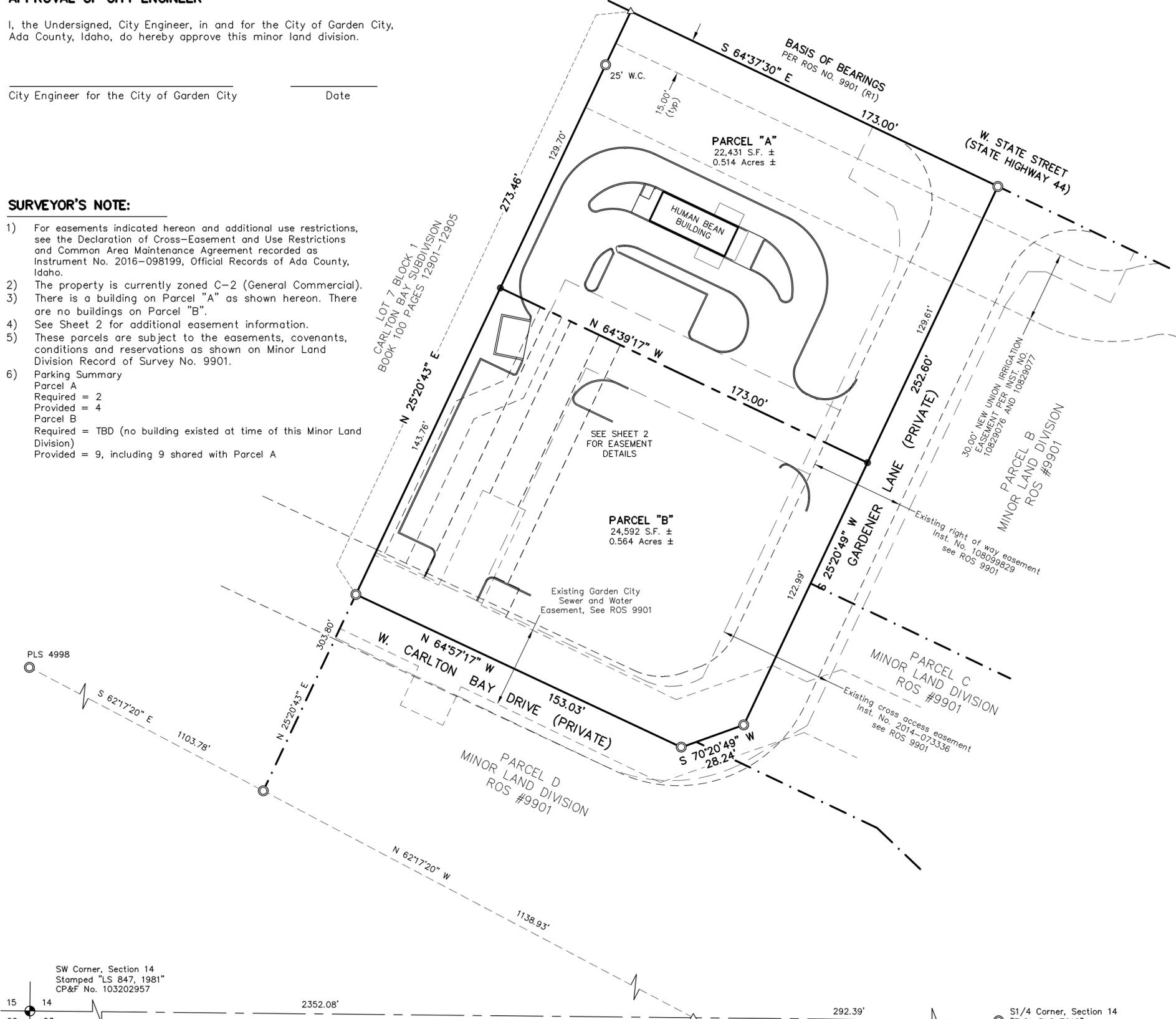
I, the Undersigned, City Engineer, in and for the City of Garden City, Ada County, Idaho, do hereby approve this minor land division.

\_\_\_\_\_  
City Engineer for the City of Garden City

\_\_\_\_\_  
Date

### SURVEYOR'S NOTE:

- 1) For easements indicated hereon and additional use restrictions, see the Declaration of Cross-Easement and Use Restrictions and Common Area Maintenance Agreement recorded as Instrument No. 2016-098199, Official Records of Ada County, Idaho.
- 2) The property is currently zoned C-2 (General Commercial).
- 3) There is a building on Parcel "A" as shown hereon. There are no buildings on Parcel "B".
- 4) See Sheet 2 for additional easement information.
- 5) These parcels are subject to the easements, covenants, conditions and reservations as shown on Minor Land Division Record of Survey No. 9901.
- 6) Parking Summary  
Parcel A  
Required = 2  
Provided = 4  
Parcel B  
Required = TBD (no building existed at time of this Minor Land Division)  
Provided = 9, including 9 shared with Parcel A



### CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO )  
COUNTY OF ADA ) ss

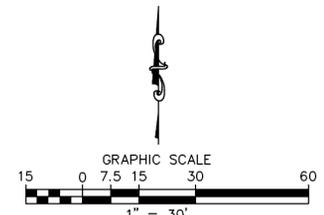
I, hereby certify that this Instrument was filed for record at the request of Compass Land Surveying at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ m., on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Instrument No. \_\_\_\_\_

Deputy \_\_\_\_\_

Ex-Officio Recorder \_\_\_\_\_

Fee: \_\_\_\_\_



### LEGEND

- △ Calculated point
- ⊙ Found brass cap monument
- ⊙ Found 5/8 inch dia. iron pin, "ALB 12459" unless otherwise noted
- Found 1/2 inch dia. iron pin
- Set 1/2 inch dia. x 24 inch iron pin w/plastic cap "PLS 11574"
- W.C. Witness corner
- Boundary line
- - - New parcel line
- . - . Original parcel line
- - - Section / Center line

### REFERENCE DATA

- R1) Minor Land Division Record of Survey No. 9901
- R2) Record of Survey No. 5636
- R3) Record of Survey No. 7667
- R4) Plat of Carlton Bay Subdivision, Book 100 at Pages 12901-12905

### CERTIFICATE OF SURVEYOR

I, Jeff Beagley do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this Record of Survey correctly represents a survey made by me or under my direct supervision in conformance with Idaho Code: 31-2709, 1947 and accepted procedures of land surveying. I further certify that I have complied with Title 55, Chapter 16, Idaho Code.



Jeff Beagley

P.L.S. License No. 11574

INDEX NO. 4-1-1-14-2-0-0-00-00

SURVEY FOR:

HB STATE, LLC



**SAWTOOTH LAND SURVEYING, LLC**  
2030 S. Washington Ave Emmett, ID 83619  
Office: (208) 398-8104 Fax: (208) 398-8105

JOB NO.	DWG NO.	SCALE:	DRAWN BY:	DATE:	SHEET:
8514	8514ROS	1"=30'	JWB	09/28/16	1 OF 2

SW Corner, Section 14  
Stamped "LS 847, 1981"  
CP&F No. 103202957



2352.08'

N 89°25'17" W

292.39'

S1/4 Corner, Section 14  
"FLSI, PLS 7612"  
CP&F No. 100087452

2644.47'

# RECORD OF SURVEY FOR A MINOR LAND DIVISION

RECORD OF SURVEY NO. \_\_\_\_\_

PARCEL "A" OF MINOR LAND DIVISION RECORD OF SURVEY NO. 9901  
LOCATED IN THE S1/2 OF THE SE1/4, SECTION 14,  
TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN  
GARDEN CITY, ADA COUNTY, IDAHO, 2016

### CERTIFICATE OF COUNTY RECORDER

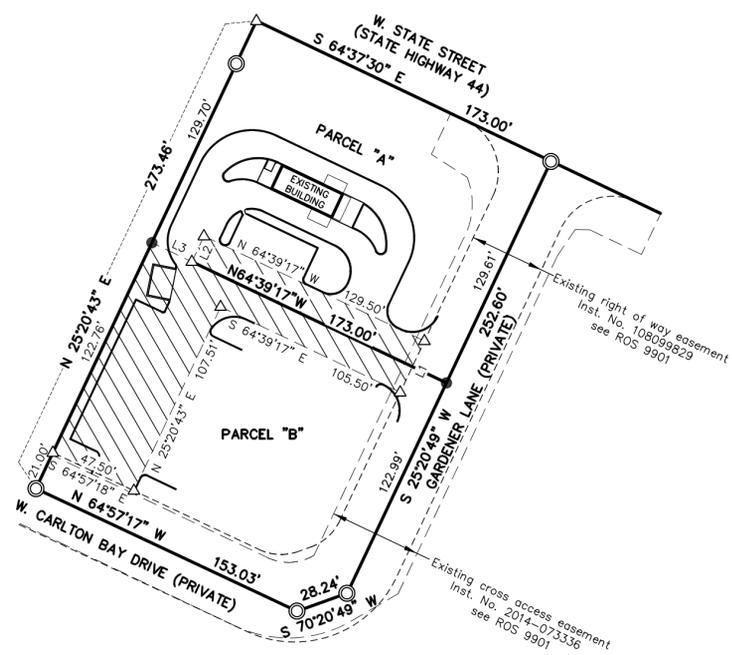
STATE OF IDAHO )  
COUNTY OF ADA ) ss

I, hereby certify that this Instrument was filed for record at the request of Compass Land Surveying at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ m., on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

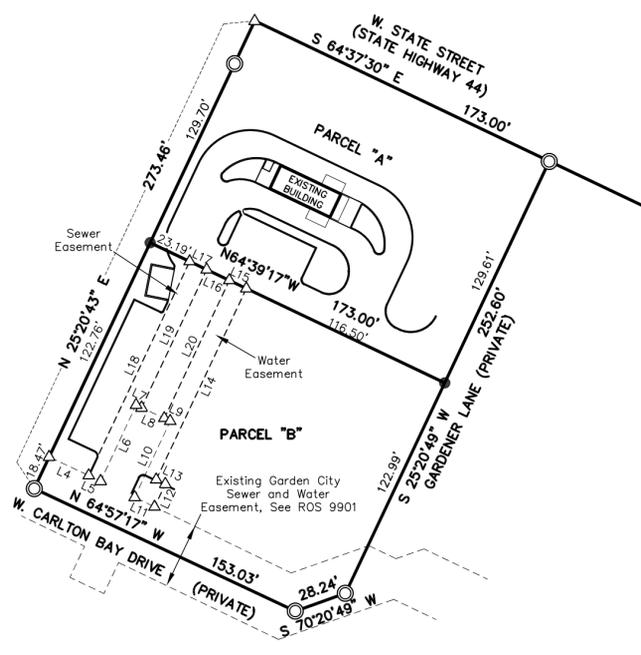
Instrument No. \_\_\_\_\_

Deputy \_\_\_\_\_ Ex-Officio Recorder

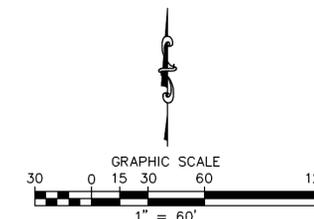
Fee: \_\_\_\_\_



**DETAIL "A"**  
CROSS ACCESS/CROSS PARKING EASEMENT



**DETAIL "B"**  
SEWER AND WATER EASEMENT



### LEGEND

- △ Calculated point
- ⊕ Found brass cap monument
- ⊙ Found 5/8 inch dia. iron pin, "ALB 12459" unless otherwise noted
- Found 1/2 inch dia. iron pin
- Set 1/2 inch dia. x 24 inch iron pin w/plastic cap "CLS PLS 11574"
- Boundary line
- - - New parcel line
- · - Section / Center line

### REFERENCE DATA

- R1) Minor Land Division Record of Survey No. 9901
- R2) Record of Survey No. 5636
- R3) Record of Survey No. 7667
- R4) Plat of Carlton Bay Subdivision, Book 100 at Pages 12901-12905

### CERTIFICATE OF SURVEYOR

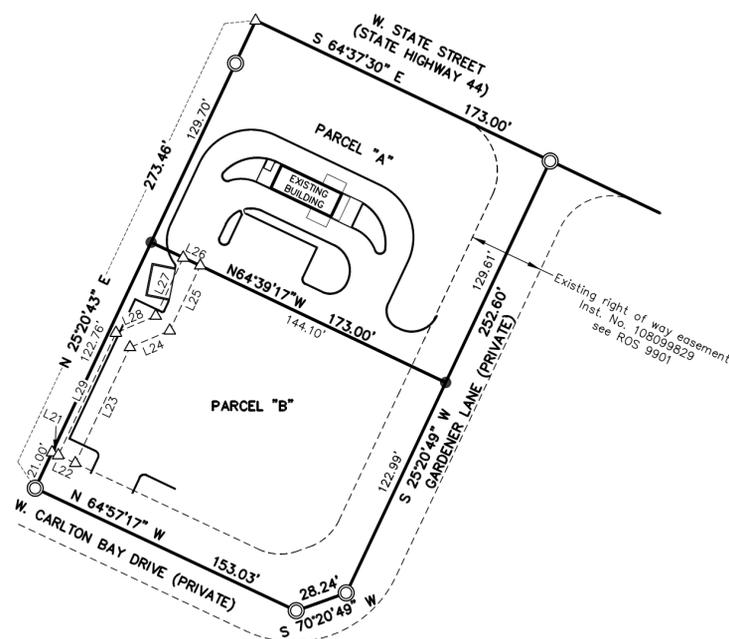
I, Jeff Beagley do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this Record of Survey correctly represents a survey made by me or under my direct supervision in conformance with Idaho Code: 31-2709, 1947 and accepted procedures of land surveying. I further certify that I have complied with Title 55, Chapter 16, Idaho Code.

Jeff Beagley



P.L.S. License No. 11574

LINE	BEARING	DISTANCE
L1	N 25°20'49" E	30.00
L2	S 25°20'43" W	15.00
L3	N 64°39'17" W	23.50
L4	S 65°04'07" E	23.20
L5	S 65°04'07" E	6.97
L6	N 25°06'15" E	44.36
L7	S 64°53'45" E	3.21
L8	S 64°53'45" E	13.31
L9	S 64°53'45" E	3.48
L10	S 25°06'15" W	44.46
L11	S 64°18'33" E	11.68
L12	N 25°20'43" E	13.38
L13	N 64°39'17" W	5.35
L14	N 25°20'43" E	111.78
L15	N 64°39'17" W	10.00
L16	N 64°39'17" W	13.31
L17	N 64°39'17" W	10.00
L18	N 25°20'43" E	125.12
L19	N 25°20'43" E	80.69
L20	N 25°20'43" E	80.64
L21	S 64°57'18" E	3.62
L22	S 64°57'18" E	10.00
L23	N 25°20'49" E	67.69
L24	N 67°08'41" E	22.91
L25	N 25°20'49" E	37.92
L26	N 64°39'17" W	10.00
L27	N 25°20'49" E	34.10
L28	N 67°08'41" E	22.91
L29	S 25°20'49" W	71.56



**DETAIL "C"**  
UTILITY EASEMENT

INDEX NO. 4-1-1-14-2-0-0-00-00

	SURVEY FOR:				
	<b>HB STATE, LLC</b> SAWTOOTH LAND SURVEYING, LLC 2030 S. Washington Ave Emmett, ID 83619 Office: (208) 398-8104 Fax: (208) 398-8105				
JOB NO.	DWG NO.	SCALE:	DRAWN BY:	DATE:	SHEET:
8514	8514ROS	1"=60'	JWB	09/28/16	2 OF 2