

ANNEXATION/REZONE

Permit info: ANNEXFY2017-1
Application Date: 8/8/17 Rec'd by: MM
FOR OFFICE USE ONLY

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

APPLICANT: Name: TROY LACHCIK, Email: TROYL@ALCARCHITECTURE.COM, Phone: 208.514.2713
PROPERTY OWNER: Name: WALT PLUMB

PROPERTY INFORMATION

Site address: 10330-10322 W. JOPLIN ROAD

Existing Zoning: RUT Proposed Zoning: AREA OF SPECIAL OPPORTUNITY

Existing use: RESIDENTIAL / GRAVEL PIT Proposed use: RESIDENTIAL / MIXED USE / RETAIL

Surrounding Zoning: RUT / COMMERCIAL Surrounding Uses: COMMERCIAL / AGRICULTURAL / GRAVEL PIT

Is the property proposed to be annexed into Garden City?

(YES) NO

How does the proposed zoning map amendment comply with the applicable provisions of the Comprehensive Plan?

AREA OF SPECIAL OPPORTUNITY ALLOWS FOR BROAD USE & DIVERSE DEVELOPMENT. THE PROPOSED ZONING AMMENDMENT WOULD EXPAND CURRENT USE / DESIGNATION.

How does the proposed zoning map amendment comply with the regulations outlined for the proposed zoning district?

AREA OF SPECIAL OPPORTUNITY WOULD ALLOW FOR BROAD / DIVERSE DEVELOPMENT. WHICH IS CONTINGENT W/ REGULATIONS FOR PROPOSED ZONING DISTRICT.

How does the proposed zoning map amendment affect the public health, safety, and welfare of the community?

THERE WOULD BE NO ADVERSE EFFECTS TO THE LOCAL COMMUNITY. POSITIVE EFFECTS WOULD INCLUDE ADDITIONAL DIVERSITY ALONG W/ RETAIL & HOUSING.

Does a zoning map amendment result in an impact upon the delivery of services including, but not limited to, school districts, utilities, fire safety, school districts, etc?

YES (NO)

If the property is proposed to be annexed, how is such an annexation in the best interest of the City?

ANNEXATION & RE-ZONE OF THE PROPERTY TO 'AREA OF SPECIAL OPPORTUNITY' WOULD TAKE THE EXISTING LOW DENSITY RESIDENTIAL & GRAVEL PIT AND TURN IT INTO A HIGHER DENSITY, MIXED-USE DVLPMNT.

If the property is proposed to be annexed, is the property contiguous to property with Garden City jurisdiction?

THAT WOULD BENEFIT A MUCH LARGER PORTION OF THE COMMUNITY.

YES

NO

ACROSS RIVER ?

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.

APPLICATION INFORMATION REQUIRED

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

- Planning Submittal Form
- Fifteen (15) Site Plan
- Statement of Intent
- Fifteen (15) Neighborhood Map
- Fifteen (15) Topographic Survey
- Fifteen (15) Master Plan
- Two (2) Natural Hazard and Resources Analysis
- Two (2) Dedications and Easements
- Affidavit of Legal Interest
- Neighborhood Meeting Verification
- Affidavit of Posting and Photos (required 7 days prior to the hearing)
- Ability to Serve Letter

- Preliminary Title Report
- Compliance Statement

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 PRE-APPLICATION FORM (PLEASE CHECK): *NA*

- 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 1/2" 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): *NA*

- 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

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.
- For uses other than a drive-through, 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 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): NA

- 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 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 REQUIRED ON MASTER PLAN (PLEASE CHECK):

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

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): *NA*

- 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): *NA*

- 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 MASTER SIGN PLAN (PLEASE CHECK): *NA*

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



Date: 8.8.17

Project Name / Location: Joplin Road Development / 10330-10322 W. Joplin Road

Architect Project Number: 17121

Statement of Intent:

When we first toured the Joplin Road site we were immediately taken back by the beautiful setting. Many pass by this site but few stop to enjoy the escape it offers so close to Garden City. We put a lot of thought into our vision for the site and feel like our proposal addresses a need in the area while enhancing the overall community. As the housing demand continues to grow in the valley, we look for unique opportunities to introduce new and creative approaches to address it. This site offers an opportunity to create a mixed-use community with Apartments, Townhomes, Condos, and a potential for homes that would literally float on the large body of water created by allowing the old gravel pit to fill. We envision a cohesive design that brings all of the product types together. With Boise River Greenbelt connectivity and the new lake amenity, we hope to provide a new and unique mixed-use development to Garden City. We are very passionate about this site and look forward to working along with Garden City to bring this vision to reality.

A handwritten signature in black ink, appearing to read 'James Roberts'.

James Roberts
JBR Holdings, LLC
(208) 989-6190

ALTA COMMITMENT FOR TITLE INSURANCE

Commitment Number:

Issued By:



Fidelity National Title
Insurance Company

34601704007

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate ninety (90) days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



RECEIVED

AUG 08 2017

GARDEN CITY
DEVELOPMENT SERVICES



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ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (NOT TITLE ONLY):
Title Officer: Matt Carey Fidelity National Title Company 485 East Riverside Dr., Suite 200 Eagle, ID 83616 Phone: 208-947-0566 Fax: 866-671-3899 Main Phone: (208)377-3190 Email: matt.carey@fnf.com	Escrow Officer: Phil Archer Fidelity National Title Company 485 East Riverside Dr., Suite 200 Eagle, ID 83616 Phone: 208-947-0505 Fax: 866-671-3881 Main Phone: (208)377-3190 Email: phil.archer@fnf.com

SCHEDULE A

ORDER NO. 34601704007

Property Ref.: 10330 - 10322 W Joplin Rd, Boise, ID 83714

1. Effective Date: May 5, 2017 at 07:30 AM
2. Policy or Policies to be issued:
 - a. ALTA Owner's Policy 2006 Standard

Proposed Insured:	Plumb Holdings LV	
Policy Amount:	\$1,800,000.00	
Premium:		\$ 4,822.00
Total:		\$ 4,822.00
 - b. ALTA Loan Policy 2006 Extended

Proposed Insured:	To Be Determined	
Policy Amount:	To Be Determined	
Premium:		To Be Determined
Total:		To Be Determined
3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:

DeChambeau Family Limited Partnership, an Idaho limited partnership, as to an undivided 1/2 interest and Kromrei Family Limited Partnership, an Idaho limited partnership, as to an undivided 1/2 interest
5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): S0526223416, S0526223253 and S0523334800

Parcel I

A parcel of land as shown on Record of Survey No. 455 and recorded as Instrument No. 8317277, records of Ada County, Idaho and described as follows:

Starting at the Northwest corner of Section 26, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, marked by a Monument Brass Cap, then South 33 Degrees 05' 45" East, 1227.21 feet to a set 1/2 inch iron pin, being the real place of beginning:

thence South 67 Degrees 25' 29" East, 208.71 feet to a 1/2 inch iron pin;
thence South 15 Degrees 34' 31" West, 210.30 feet to a 1/2 inch iron pin;
thence North 67 Degrees 25' 29" West, 208.71 feet to a 1/2 inch iron pin;
thence North 15 Degrees 34' 31" East, 210.30 feet to an iron pin which is the real place of beginning.

Excepting therefrom a tract of Land situated in the Northwest 1/4 of Northwest 1/4 of Section 26, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing from the Northwest corner of said Section 26, a found Brass Cap, thence South 00°31'46" West, a distance of 397.822 meters (1305.19 feet) to the North 1/16 corner of said Section 26 and Section 27, a found 5/8 inch iron pin; thence South 89°26'29" East, along the Southerly line of the Northwest 1/4 of the Northwest 1/4 of said Section 26, a distance 245.460 meters (805.31 feet) to the Southerly property line of the John DeChambeau property as shown on recorded Survey 455, Instrument Number 8317277, Book E, Page 467 Records of Ada County; thence South 67°17'21" East, following said property line, a distance of 1.743 meters (5.719 feet) to a found 1/2 Inch Iron pin, said point lying South 15°54'13" West, a distance of 0.681 meters (2.23 feet) from the Southeastern corner of said property; and the POINT OF BEGINNING of this description:
thence North 67°17'21" West, a distance of 63.619 meters (208.72 feet) to a found Iron Pin on the Southwest corner of survey 455; thence North 15°55'07" East, following the Westerly boundary of Survey 455, a distance of 7.077 meters (23.22 feet);
thence Along a non-tangent curve to the left, said curve having a radius of 492.866 meters (1617.01 feet), a length of 63.258 meters (207.54 feet), a chord length of 63.215 meters (207.40 feet), a bearing of South 71°54'39" East, a delta of 07°21'14" to the Easterly boundary of Survey 455;
thence South 15°54'13" West, following the Easterly boundary of Survey 455, a distance of 12.207 meters (40.05 feet) to the POINT OF BEGINNING.

Parcel II

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ALTA Commitment (06/17/2006)



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All of the Northwest Quarter of the Northwest Quarter of Section 26, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, lying Northerly of the Right of Way for U.S. Highway 20 (aka Chinden Boulevard), as said Northern line of U.S. Highway 20 is defined and described in Warranty Deeds to the State of Idaho, Idaho Transportation Department, recorded October 12, 2004 as Instrument No.'s 104130558 and 104130559, records of Ada County Idaho.

Excepting therefrom a parcel of land as shown on Record of Survey No. 455 and recorded as Instrument No. 8317277, records of Ada County, Idaho and described as follows:

Starting at the Northwest corner of Section 26, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, marked by a Monument Brass Cap, then South 33 Degrees 05' 45" East, 1227.21 feet to a set 1/2 inch iron pin, being the real place of beginning:

thence South 67 Degrees 25' 29" East, 208.71 feet to a 1/2 inch iron pin;
thence South 15 Degrees 34' 31" West, 210.30 feet to a 1/2 inch iron pin;
thence North 67 Degrees 25' 29" West, 208.71 feet to a 1/2 inch iron pin;
thence North 15 Degrees 34' 31" East, 210.30 feet to an iron pin which is the real place of beginning.

Parcel III

A Parcel of Land being all of U.S. Government Lot 9, and portions of U.S Government Lots 6, 7, 8, and 10; all being located in the Northwest 1/4; and, the South 1/2 of Section 23, Township 4 North, Range 1 East, Boise Meridian; Ada County, Idaho; more particularly described as follows:

Beginning at a Brass Cap marking the Section Corner common to Sections 22, 23, 26, and 27, Township 4 North, Range 1 East, Boise Meridian, also being the REAL POINT OF BEGINNING;

thence,

Along the section line common to said Sections 23 and 26, South 89°38'16" East, 1321.65 feet to an Aluminum Cap marking the West 1/16 Corner common to said Sections 23 and 26;

thence,

Leaving said Section line, and along the West 1/16 Section line of said Section 23, North 0°38'27" East, 1495.30 feet to an Iron Pin on an existing East-West fence line;

thence,

Leaving said West 1/16 Section line, said along said East-West fence line, South 82°11'49" East, 256.56 feet to an Iron Pin;

thence,

North 71°58'35" East, 472.84 feet to an Iron Pin;

thence,

South 84°19'51" East, 125.52 feet to an Iron Pin;

thence,

North 69°20'16" East, 98.36 feet to an Iron Pin;

thence,

North 82°41'11" East, 85.34 feet to an Iron Pin;

thence,

South 63°03'04" East, 331.08 feet to an Iron Pin;

thence,

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South 72°22'44" East, 119.01 feet to an Iron Pin;
thence,
South 80°28'36" East, 77.13 feet to an Iron Pin;
thence,
South 87°32'46" East, 168.23 feet to an Iron Pin;
thence,
South 69°26'19" East, 227.89 feet to an Iron Pin;
thence,
South 77°24'54" East, 123.58 feet to an Iron Pin;
thence,
South 81°16'52" East, 210.97 feet to an Iron Pin;
thence,
North 89°59'30" East, 204.00 feet to an Iron Pin;
thence,
South 74°15'16" East, 160.37 feet to an Iron Pin;
thence,
Leaving said East-West fence line, North 18°24'28" East, 54.90 feet to an Iron Pin at the existing ordinary high water line of the South bank of the South Channel of the Boise River;
thence,
Meandering along said existing ordinary high water line, North 22°56'11" West, 161.63 feet to a point;
thence,
North 60°59'47" West, 296.73 feet to a point;
thence,
North 49°21'33" West, 166.93 feet to a point;
thence,
North 51°13'07" West, 101.90 feet to a point;
thence,
North 30°01'02" West, 52.29 feet to a point;
thence,
North 51°33'43" West, 93.46 feet to a point;
thence,
North 53°52'03" West, 135.43 feet to a point;
thence,
North 41°00'20" West, 115.02 feet to a point;
thence,
North 51°16'22" West, 76.47 feet to a point;
thence,
North 68°43'23" West, 68.70 feet to a point;
thence,
North 84°48'22" West, 103.25 feet to a point;
thence,
North 78°50'05" West, 61.93 feet to a point;
thence,
North 89°51'16" West, 286.35 feet to a point;
thence,
North 69°45'47" West, 227.64 feet to a point;

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thence,
North 47°03'51" West, 114.15 feet to a point;
thence,
North 36°55'42" West, 250.78 feet to a point;
thence,
North 64°34'42" West, 126.02 feet to a point;
thence,
North 72°57'45" West, 131.09 feet to a point;
thence,
North 62°25'07" West, 143.23 feet to a point;
thence,
North 62°06'53" West, 80.26 feet to a point;
thence,
North 82°04'01" West, 294.03 feet to an Iron Pin on the West 1/16 Section line of said Section 23;
thence,
leaving said West 1/16 section line and continuing along said existing ordinary high water line, North 81°23'58" West, 585.55 feet to a point;
thence,
North 79°49'20" West, 130.34 feet to a point;
thence,
North 88°58'35" West, 90.67 feet to an Iron Pin on an existing North-South fence line;
thence,
Leaving said existing ordinary high water line and along said North-South fence line, South 7°31'29" West, 193.87 feet to an Iron Pin;
thence,
South 15°17'58" East, 374.76 feet to an Iron Pin;
thence,
South 85°57'20" East, 468.43 feet to an Iron Pin;
thence,
South 3°18'45" East, 596.26 feet to an Iron Pin;
thence,
Leaving said North-South fence line, North 82°15'24" West, 277.21 feet to an iron pin;
thence,
North 72°56'32" West, 71.35 feet o an iron pin;
thence,
North 72°56'32" West, 71.35 feet to an Iron Pin;
thence,
North 66°25'54" West, 155.18 feet to an Iron Pin;
thence,
North 70°43'20" West, 233.03 feet to an Iron Pin;
thence,
North 74°56'46" West, 105.23 feet to an Iron Pin;
thence,
North 88°59'38" West, 236.11 feet to an Iron Pin on the Section line common to said Sections 22 and 23;
thence,
Along said Section line South 0°37'56" West, 548.30 feet to an Aluminum Cap marking the South 1/16

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EXHIBIT "A"
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Corner common to said Sections 22 and 23;
thence,
Continuing along said section line South 0°37'56" West, 1328.05 feet to the REAL POINT OF
BEGINNING.

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**SCHEDULE B - SECTION I
REQUIREMENTS**

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. The Company reserves the right to impose additional requirements or add exceptions that may become necessary once the terms of this transaction have been disclosed and/or upon review of this commitment by underwriting counsel.
4. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:
 - a. A Warranty Deed executed by the vestee(s) herein vesting fee simple title in the purchasers.
 - b. The Deed of Trust we are asked to insure should be placed of record and this commitment is subject to such further matters as may appear at that time.

NOTE: For a Deed of Trust, the Trustee should appear as follows:
FIDELITY NATIONAL TITLE COMPANY of IDAHO

5. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Plumb Holdings LV

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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ALTA Commitment (06/17/2006)



**SCHEDULE B - SECTION I
REQUIREMENTS**

(continued)

6. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Name: DeChambeau Limited Partnership

- a) A complete copy of the limited partnership agreement and any amendments and restatements thereto.
- b) Evidence that the partnership was validly formed, is in good standing and authorized to do business in its state of origin.
- c) If less than all general partners are executing documents, furnish evidence of the signing partner(s) authority, unless authorized in the documents referred to above.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Name: Kromrei Limited Partnership

- a) A complete copy of the limited partnership agreement and any amendments and restatements thereto.
- b) Evidence that the partnership was validly formed, is in good standing and authorized to do business in its state of origin.
- c) If less than all general partners are executing documents, furnish evidence of the signing partner(s) authority, unless authorized in the documents referred to above.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Company has prepared this commitment based on the legal description submitted by the customer or by information available at the time of preparation. We require verification by all parties to subject transaction that the legal description being used is true and correct.

9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF SCHEDULE B - SECTION I

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ALTA Commitment (06/17/2006)



**SCHEDULE B - SECTION II
EXCEPTIONS**

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

1. GENERAL EXCEPTIONS
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. Any lien or right to a lien for services, labor or material not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. (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.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Paragraphs 1 through 8 will not appear as printed exceptions on extended coverage loan policies, except as to such parts thereof which may be typed as shown below.

SPECIAL EXCEPTIONS

10. Water rights, claims or title to water, whether or not disclosed by the Public Records.
11. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
12. Any off record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.
13. General taxes for the year 2016, which are a lien, of which the first half is paid and the second half is due and payable on or before June 20, 2017 and not delinquent until after said date.

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**SCHEDULE B - SECTION II
EXCEPTIONS**

(continued)

14. General taxes for the year 2017, which are a lien, payable on or before December 20, 2017 of said year and not delinquent until after said date.
15. Liens, levies and assessments, if any, of UNINCORPORATED ADA COUNTY. No search has been made.
16. Liens, levies and assessments of the CITY OF BOISE. No search has been made.
17. Liens and assessments of the SETTLERS IRRIGATION DISTRICT, and the rights, powers and easements of said district as by law provided. No search has been made.
18. Liens and assessments of the THURMAN MILL DITCH COMPANY LTD, and the rights, powers and easements of said district as by law provided. No search has been made.
19. Liens, levies and assessments of FLOOD CONTROL DISTRICT NO. 10, and the rights, powers and easements of said district as by law provided; said assessments are collected with the general taxes.
20. Any adverse claim based upon the assertion that:
 - a. Said land or any part thereof is now or at any time has been below the ordinary high water mark of the Boise River.
 - b. Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - c. Rights, if any, of the United States Government, the State of Idaho, and any other governmental entity, riparian owners, the public or private persons existing in, or with respect to, the present and past bed, bank, bottomland, and waters of the Boise River. Rights or claims of parties in possession not shown of record.
 - d. A portion of this property appears to have been acquired by accretion or avulsion in the changes of the mean high waterline of the Boise River. This Commitment/Policy/Guarantee is issued and accepted upon the assumption that title to the alluvion follows that of the abutting property and liability thereon is excepted.
 - e. Any question that may arise due to shifting or change in the course of the Boise River or due to the Boise River having shifted or changed its course.
 - f. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
21. Ditch, road and public utility easements as same may exist over said premises.
22. Rights of way for ditches, tunnels, telephone and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
23. Right of way for Warm Springs Canal, and the rights of access thereto for maintenance of said canal/ditch/lateral.
24. Right of way for Thurman Drain, aka Thurman Mill Ditch, and the rights of access thereto for maintenance of said canal/ditch/lateral.

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**SCHEDULE B - SECTION II
EXCEPTIONS**

(continued)

25. Rights of the public to any portion of the Land lying within the area commonly known as Joplin Road.
26. An Easement for public utilities and incidental purposes in favor of The Mountain States Telephone and Telegraph Company
Recorded: July 1, 1936
Instrument No: 170902, of Official Records.
27. An Easement for public utilities and incidental purposes in favor of The Mountain States Telephone and Telegraph Company
Recorded: July 9, 1936
Instrument No: 171059, of Official Records.
28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: State of Idaho
Purpose: right of-way relocation
Recording Date: September 29, 1941
Recording No: 207704
29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: State of Idaho
Purpose: right of-way relocation
Recording Date: January 12, 1943
Recording No: 216349
30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Idaho Power Company
Purpose: public utilities
Recording Date: August 17, 1962
Recording No: 535579
31. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Boise City
Purpose: sewer lines and mains
Recording Date: August 14, 1975
Recording No: 7523564

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**SCHEDULE B - SECTION II
EXCEPTIONS**

(continued)

32. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Boise City
Purpose: sewer lines and mains
Recording Date: February 6, 1976
Recording No: 7604602
33. Matters as disclosed by Record of Survey No. 455
Recorded: April 12, 1983
Instrument No: 8317277, of Official Records.
- a.) 30 foot ingress and egress easement along West side
b.) Thurman Mill Ditch along South side
34. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Boise City
Purpose: sewer lines and mains
Recording Date: May 24, 1983
Recording No: 8325115
35. Matters as disclosed by Record of Survey No. 1952
Recorded: September 12, 1991
Instrument No: 9150910, of Official Records.
36. Matters as disclosed by Record of Survey No. 4894
Recorded: February 18, 2000
Instrument No: 100012612, of Official Records.
37. Terms, conditions, provisions, easements and obligations set forth in that certain Disclaimer of Interest Between: State of Idaho and DeChambeau Family Limited Partnership and Kromrei Family Limited Partnership
Recorded: May 12, 2000
Instrument No: 100036165, of Official Records.
38. Terms, conditions, provisions, easements and obligations set forth in that certain Disclaimer of Interest Between: State of Idaho and DeChambeau Family Limited Partnership and Kromrei Family Limited Partnership
Recorded: May 12, 2000
Instrument No: 100036166, of Official Records.

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ALTA Commitment (06/17/2006)



**SCHEDULE B - SECTION II
EXCEPTIONS**

(continued)

39. Terms, conditions, provisions, easements and obligations set forth in that certain State of Idaho Acquired Easement No. 542
Between: DeChambeau Family Limited Partnership and Kromrei Family Limited Partnership and Ada County
Recorded: June 15, 2000
Instrument No: 100046552, of Official Records.
- Assignment and Assumption of Acquired Easement No. 542 recorded on August 4, 2010 as Instrument No. 110071924, of official records.
- Termination of Assignment and Assumption of Acquired Easement No. 542 and Re-Conveyance of any and all right, title and interest acquired by Assignee to Ada County, recorded September 23, 2016 as Instrument No. 2016-090687, of official records.
- Ada County Board of Commissioners Resolution No. 2151 recorded September 23, 2016 as Instrument No. 2016-090688, of official records.
40. Terms, conditions, provisions and obligations set forth in that certain Memorandum of Lease
Between: DeChambeau Family Limited Partnership and Kromrei Family Limited Partnership (Lessors) and Mike's Sand & Gravel, Inc. (Lessee)
Recorded: September 5, 2003
Instrument No: 103151763, of Official Records.
41. Terms, conditions, provisions and obligations set forth in that certain Memorandum of Lease
Between: 7M Group, LLC (Lessor) and Matzdorff Resources, LLC (Lessee)
Recorded: September 5, 2003
Instrument No: 103151764, of Official Records.
42. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Idaho Power Company
Purpose: public utilities
Recording Date: April 1, 2013
Recording No: 113034642
43. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in State of Idaho Easement No. ES600054:
- Granted to: City of Garden City
Purpose: bridge over Boise River
Recording Date: January 8, 2014
Recording No: 114001901

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ALTA Commitment (06/17/2006)



**SCHEDULE B - SECTION II
EXCEPTIONS**

(continued)

44. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Thurman Mill Ditch Company
Purpose: irrigation and drainage
Recording Date: August 24, 2015
Recording No: 2015-078253

END OF EXCEPTIONS**NOTES**

Note A: NOTE: According to the records of the County Assessor's office,
Parcel No.: S0526223253
Code Area: 118
General Taxes for the year 2016, were \$1,731.22

NOTE: According to the records of the County Assessor's office,
Parcel No.: S0526223416
Code Area: 118
General Taxes for the year 2016, were \$1,063.12

NOTE: According to the records of the County Assessor's office,
Parcel No.: S0523334800
Code Area: 118
General Taxes for the year 2016, were \$10,591.50

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

Note C: NOTE: The Policy or Policies of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Note D: NOTE: We have searched our records for judgments or liens that may affect the title to the land described in Schedule A, to include judgments or liens against Plumb Holdings LV. As of the effective date of this commitment we find none, EXCEPT as may be shown as an exception in Schedule B.

END OF NOTES**END OF SCHEDULE B - SECTION II**

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ALTA Commitment (06/17/2006)



CONDITIONS

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

END OF CONDITIONS

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ALTA Commitment (06/17/2006)



**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

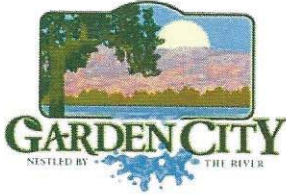
Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354



PLANNING SUBMITTAL FORM

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.org ▪ planning@gardencityidaho.org

APPLICANT	PROPERTY OWNER
Name: TROY LACHCIK	Name: WALT PLUMB
Company: ALC ARCHITECTURE	Company: PLUMB HOLDINGS
Address: 119 E. STATE ST.	Address: 201 S. MAIN ST.
City: EAGLE	City: SALT LAKE CITY
State: ID Zip: 83616	State: UT Zip: 84111
Tel.: 208.514.2713	Tel.: 208.989.6100
FAX:	FAX:
E-mail: TROYL@ALCARCHITECTURE.COM	E-mail: JAMESBROBERTSLLC@GMAIL.COM

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

PROPERTY INFORMATION

Site address: 10330 - 10322 W. JOPLIN ROAD, GARDEN CITY, IDAHO

Subdivision Name:	Lot:	Block:
Tax Parcel Number:	Zoning: RMT	Total Acres: 1.72
Proposed Use: AREA of SPECIAL INTEREST MIX-USE, RESIDENTIAL	Floodplain: <input checked="" type="checkbox"/> yes <input type="checkbox"/> 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.

 signature of the applicant (date) 8.8.17

 signature of the owner (date)



July 14, 2017

Dear Resident,

Garden City requires an opportunity for a meeting between the applicant of a development proposal and the residents of the neighborhood in which the development site is located. The meeting shall occur prior to formal submittal of the development application to the City. This letter is such notice of an opportunity to review and discuss an annexation of the properties located at 10330-10322 W. Joplin Road Garden City, Idaho. This is not a public hearing; public officials will not be present. If you have any questions regarding this Garden City Code neighborhood meeting requirement, please contact the Planning & Zoning Services Department at 208-472-2921. If you have questions about the development project, please contact the representative listed below.

Purpose:

To review and provide comments regarding an annexation of the properties located at 10330-10322 W. Joplin Road Garden City, Idaho.

When:

Tuesday July 25, 2017 at 5:30 PM

Where:

Location: 10330-10322 W. Joplin Road Garden City, Idaho

Project Description:

We are proposing an annexation of the properties above. We have included a copy of the vicinity plan for your review.

If you have questions about the meeting or proposed development project, please contact Troy Lachcik at ALC Architecture, 1119 E. State St. Suite 120 Eagle, Idaho 83616; 208.514.2713

Thank you,

A handwritten signature in black ink, appearing to read 'Troy Lachcik'.

Troy Lachcik

ALCollaborative Architecture

troyl@alarchitecture.com

RECEIVED

AUG 08 2017

GARDEN CITY
DEVELOPMENT SERVICES

PARCEL	PRIMOWNER	ADDCONCAT	STATCONCAT
R9350000015	LEE RICHARD J	4645 N CHAPALA WAY	BOISE, ID 83713-0000
R9350000020	STARK FRANK W	10420 W WHISPERING CLIFFS DR	BOISE, ID 83704-1911
R9350000042	FIRKINS RUSSELL G	PO BOX 8807	BOISE, ID 83707-2807
S0526212580	VHS PROPERTIES LLC	1900 W MAIN ST	BOISE, ID 83702-0000
S0526223253	DECHAMBEAU FAMILY LTD PARTNERSHP	5850 N FIVE MILE RD APT 178	BOISE, ID 83713-0000
S0526243700	VHS PROPERTIES LLC	1900 W MAIN ST	BOISE, ID 83702-0000
S0527110107	CITY OF GARDEN CITY	6015 N GLENWOOD ST	GARDEN CITY, ID 83714-1347
R1020180032	CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	50 E NORTH TEMPLE ST FL 12	SALT LAKE CITY, UT 84150-0000
R9350000010	BROWN MICAH ANDREW	10530 W WHISPERING CLIFFS DR	BOISE, ID 83704-0000
R9350000025	HOLZER KATHLEEN J	10410 W WHISPERING CLIFFS DR	BOISE, ID 83704-0000
R9350020010	BALLANTYNE MARY	10250 W WHISPERING CLIFFS DR	BOISE, ID 83704-1907
S0522427910	CLEMENTS CONCRETE CO	PO BOX 1955	OREM, UT 84059-0000
S0523334800	DECHAMBEAU FAMILY LTD PARTNERSHP	5850 N FIVE MILE RD APT 178	BOISE, ID 83713-0000
S0526223416	DECHAMBEAU FAMILY LTD PARTNERSHP	5850 N FIVE MILE RD APT 178	BOISE, ID 83713-0000
S0526243600	VHS PROPERTIES LLC	1900 W MAIN ST	BOISE, ID 83702-0000
S0527110106	CITY DEVELOPMENT INC	PO BOX 140671	BOISE, ID 83714-0000
R9350000008	PRICE FAMILY TRUST 01/09/2017	879 NW 10TH AVE	HILLSBORO, OR 97124-0000
R9350000032	RICH FAMILY REVOCABLE TRUST	10360 W WHISPERING CLIFFS DR	BOISE, ID 83704-0000
S0526223170	BROWN RICHARD	6000 N WILLOW CLIFF WAY	BOISE, ID 83713-0000
S0527114960	AKEY LAURIE L	5955 N WILLOW CLIFF WAY	BOISE, ID 83713-0000
R1020180022	CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	50 E NORTH TEMPLE ST FL 12	SALT LAKE CITY, UT 84150-0000
R9350000005	PRICE FAMILY TRUST 01/09/2017	879 NW 10TH AVE	HILLSBORO, OR 97124-0000
S0526233680	IDAHO TRANSPORTATION DEPARTMENT	PO BOX 7129	BOISE, ID 83707-0000



Adjacent Neighbors Signature Sheet:

RE: 10330-10322 W. Joplin Road

Date: July 25, 2017, 5:30 P.M.-7:30 P.M.

<u>Name:</u>	<u>Signature:</u>	<u>Address:</u>
TROY LACHUK		ALC
ERIC ANDERSON		ALC
Tony DeChambeau		
Jake Smith		
John DeChambeau		

PO Box Boise
140671 83714



DATE	INVOICE NO
8/8/2017	0001098

BILL TO
ALC ARCHITECTURE 1119 E STATE SUITE 120 EAGLE, ID 83616

DUE DATE
8/8/2017

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS ACCOUNT BALANCE						105.84
1432 - Citation Number ANNEX2017-1:						
ANNEX	1.00	5,523.00	5,523.00	0.00	0.00	5,523.00
		INVOICE TOTAL:	5,523.00	0.00	0.00	5,523.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (208) 472-2900

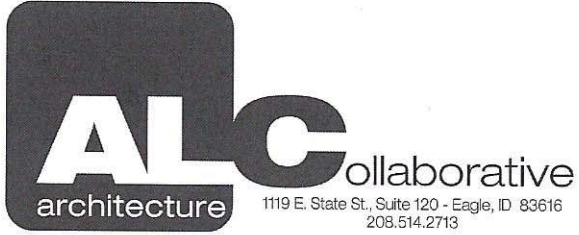
Customer Name: ALC ARCHITECTURE
Customer No: 020508
Account No: 0003940 - CM Account

DUE DATE	INVOICE NO
8/8/2017	0001098

Please remit payment by the due date to:

City of Garden City
6015 Glenwood
Garden City, ID 83714

Invoice Total: 5,523.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 5,628.84
INVOICE BALANCE: \$5,523.00
AMOUNT PAID: _____



Date: 8.8.17

Project Name / Location: Joplin Road Development / 10330-10322 W. Joplin Road

Architect Project Number: 17121

Compliance Statement:

This is a request to annex the properties above to Garden City and rezone them from *RUT* to *Area of Special Opportunity*. The larger project will be comprised of a variety of building types and uses, ranging from retail to residential. After annexation/rezoning, the first phase closest to Joplin Road will be primarily multi-family development. The accompanying documentation is in compliance with Garden City requirements for annexation.

A handwritten signature in black ink, appearing to read 'Troy L. Lachcik'.

Troy L. Lachcik
ALC Architecture
(208) 514-2713

RECEIVED
AUG 08 2017
GARDEN CITY
DEVELOPMENT SERVICES

