OFFICIALS
Joe Stear, Mayor
Briana Buban-Vonder Haar, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
Greg McPherson, Council Member

CITY OF KUNA
Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

City Council Meeting
AGENDA
Tuesday, June 2, 2020

2:00 P.M. REGULAR CITY COUNCIL

Under authority of the Governor's partial Open Meeting Law Suspension Proclamation dated March 13, 2020, and due to social distancing protocol, the Council Chambers Audience Occupancy Capacity is 15.

Social Distancing will be required.

The first 15 persons who appear, in addition to Mayor, City Council, and staff, will be allowed in Council Chambers. All other persons may access the meeting via Live Streaming.

Live Streaming Instructions:
Members of the public may watch the June 2, 2020 Council Meeting via Facebook Live. Live feed will start at 2:00 P.M. on the City of Kuna Idaho Facebook page linked below:
https://www.facebook.com/CityofKunaIdaho/

For questions please call the Kuna City Clerk's Office at (208) 387-7726.

1. *Call to Order and Roll Call*

2. *Invocation:* *None*

3. *Pledge of Allegiance:* Mayor Stear

4. *Consent Agenda:* ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the Mayor, Council Member, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Business or as instructed by the City Council.

A. Regular City Council Meeting Minutes Dated May 19, 2020

B. Accounts Payable Dated May 28, 2020 in the amount of $270,712.40

C. Final Plats:
1. Case No. 20-08-FP (Final Plat) for Cazador Subdivision No. 2
2. Case No. 20-10-FP (Final Plat) for Red Cloud Subdivision No. 1

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at (208) 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

5. *Community Reports or Requests:* *None*

6. *Public Hearings:* *None*

7. *Business Items:*

A. Consideration to approve 20-01-LLA (Lot Line Adjustment) – Doug Hanson, Planner I ACTION ITEM

B&A Engineers seeks Lot Line Adjustment approval. The subject properties, two parcels, located at W. Kuna Road and 2420 W. Kuna Road, Kuna ID 83634.

B. Consideration to approve 20-02-LLA (Lot Line Adjustment) – Doug Hanson, Planner I ACTION ITEM

B&A Engineers seeks Lot Line Adjustment approval. The subject properties, two parcels, located at 1206 N. Black Cat Road, Kuna ID 83634.

C. Consideration to approve Informed Consent to Representation – Bill Gigray, City Attorney ACTION ITEM

D. Consideration to approve Resolution No. R31-2020 – Bill Gigray, City Attorney ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; AND
- APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT WITH THE KUNA RURAL FIRE DISTRICT ENTITLED "FIRST AMENDED AND REFORMED INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEM IMPROVEMENTS"; AND
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

E. Request to Confirm Appointment of Paul Stevens to the position of City of Kuna Public Works Director – Mayor Stear ACTION ITEM

8. *Ordinances:*

A. Consideration to approve Ordinance No. 2020-20 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; AND

- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S VIPER INVESTMENTS LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to Waive Three Readings of Ordinance
Consideration to Approve Ordinance

B. Consideration to approve Ordinance No. 2020-21 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:
- MAKING CERTAIN FINDINGS; AND
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S SDN LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to Waive Three Readings of Ordinance
Consideration to Approve Ordinance

9. Executive Session: *None*

10. Mayor/Council Announcements:

11. Adjournment:

OFFICIALS
Joe Stear, Mayor
Briana Buban-Vonder Haar, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
Greg McPherson, Council Member

CITY OF KUNA
Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634
City Hall is closed to the public.

City Council Meeting
MINUTES
Tuesday, May 19, 2020

2:00 P.M. REGULAR CITY COUNCIL

Under authority of the Governor's partial Open Meeting Law Suspension Proclamation dated March 13, 2020:
Council Chamber is closed to the public.
Public Attendance Option is Live Streaming

Instructions:
Members of the public may watch the May 19, 2020 Council Meeting via Facebook Live. Live feed will start at 2:00 P.M. on the City of Kuna Idaho Facebook page linked below:
https://www.facebook.com/CityofKunaIdaho/

1. *Call to Order and Roll Call*
(Timestamp 00:00:23)

COUNCIL MEMBERS PRESENT:
Mayor Joe Stear
Council President Briana Buban-Vonder Haar - Via Zoom
Council Member Richard Cardoza - Via Zoom
Council Member Warren Christensen - Via Zoom
Council Member Greg McPherson - Via Zoom

CITY STAFF PRESENT:
Chris Engels, City Clerk
Bill Gigray, City Attorney – Via Zoom
Paul Stevens, City Engineer – Via Zoom
Bobby Withrow, Parks Director – Via Zoom
Nathan Stanley, Deputy City Clerk

2. *Invocation:* *None*

3. *Pledge of Allegiance:* Mayor Stear

4. *Consent Agenda:* ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
(Timestamp 00:01:15)

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the

Mayor, Council Member, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Business or as instructed by the City Council.

A. Regular City Council Meeting Minutes Dated May 5, 2020

B. Accounts Payable Dated May 14, 2020 in the amount of $1,280,019.26

C. Final Plats:

1. Case No. 20-04-FP (Final Plat) for Springhill Subdivision No. 2
2. Case No. 20-05-FP (Final Plat) for Patagonia Subdivision No. 6
3. Case No. 20-06-FP (Final Plat) for Patagonia Subdivision No. 7

D. Resolution No. R30-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE GROUP, INC., FOR THE GREYHAWK SUBDIVISION NO. 10 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

Council President Buban-Vonder Haar moved to approve the consent agenda. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: None
Motion carried 4-0.

5. Community Reports or Requests:

(Timestamp 00:02:14)

Assessment Briefing – Robert McQuade, Ada County Assessor

Ada County Assessor Robert McQuade had a spreadsheet of the values Council had not received yet. He would send it to everyone after the meeting if they wanted. They would be sending out 200,000 assessments that weekend. Just about 9,500 of those were Kuna property owners. He reviewed the statutes and rules regarding market value. It was important to understand the value had to be as of January 1st so the assessment was based on information that influenced the market the previous year. What happened with the Corona Virus and the pandemic came about in March so it did not show up in the assessed values.

Mr. McQuade stated the total market value in Kuna was about $2.2 billion which was a little over 19% compared to the previous year. The potential taxable value was about $1.6 billion which was a 22% increase. That was, theoretically, what Council would be levying. Kuna had a very good year the previous year when it came to property taxes. He reviewed the

residential market value which covered 9,000 residential properties with an 8.5% increase in the number of parcels for the year. There was a lot of growth in Kuna. The important one everyone watched for was the median increase on existing family residential property. He reviewed some discussions he had that year regarding freezing the values to the 2019 values. They realized they couldn't freeze values because it went against statute. They decided to be less aggressive this year. In fact, rather than being at about a 10% increase county wide, Kuna would have been higher than that, they decided to get their assessment value from 98% to about 94% which would still be in compliance. In other words, they reduced the values by about 4%. MLS and single family residential went up 10% and Kuna went up 7% with an assessment value of 95%. He noted commercial had almost always been at 95%. There were 13,000 residential sales the past year. Commercial was less than 50.

Mr. McQuade said real commercial property was $126 million; about a 19% increase. Leading change on commercial was about 5%. Total market value was about $135 million. Taxable new construction was $160 million; $92 million of that was single family residential, $13 million was commercial, and $53 million was status changes.

Mr. McQuade noted the tax burden for the County was about 70% residential and 30% commercial. In Kuna it was 90% residential and 10% commercial. That number had been changing. It shifted to about 2% more residential. Commercial had been paying about 4% less over the last 2 years. He explained residential paid more because there were more residential properties than commercial. As residential went up it stood to reason there would be a tax shift. He wrapped up by thanking Council.

Mayor Stear and Council President Buban-Vonder Haar thanked Mr. McQuade for his presentation.

City Attorney Bill Gigray asked about House Bill 354 and the proper procedure to follow when filing the resolution to reserve the right to take the foregone amount in a future fiscal year.

Mr. McQuade replied that was beyond the scope of his job but he would guess they would file something with the Clerk's Office.

6. Public Hearings: *None*

7. Business Items:

A. Consideration to approve Resolution No. R28-2020 – Lisa Holland, Economic Development Director ACTION ITEM
(Timestamp 00:18:28)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:

- SETTING FORTH CERTAIN PURPOSES;
- AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL PROPERTY LEASE AGREEMENT TO LEASE THE OUTDOOR LOT OF THE 4TH STREET GYM FOR A COMMUNITY RETAIL POP-UP VILLAGE/INCUBATOR AND OTHER

SUPPORTING ACTIVITIES INCLUDING FOOD TRUCKS, STREET VENDORS AND ENTERTAINMENT;
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

Economic Development Director Lisa Holland explained the need for the lease agreement and the Kuna Market Village. She stood for questions.

Council Member Christensen asked if she had seen a lot of interest from home businesses wanting to participate.

Ms. Holland said they had done a little bit of outreach and that was part of the reason she was thinking they should wait a little bit longer; so they could make sure to survey those folks and have a good representation of who would be participating. She had 3 or 4 interested already that they had spoken with; 1 said they were ready to go when the City was. There were still some things to work out. Some of the smaller retailers said they didn't know if they could manage their own storefront but would be interested in having their product for sale in a storefront so there could potentially be some shared units. As they started to advertise, she was sure there would be more interest, but she didn't want to start advertising it until there was a location to house it and the legal stuff was in place. At that point they had formed the legal agreement with the school district if Council decided to sign off on it. They were working on putting together a design review application to go through the Planning & Zoning Commission. They would work with the School District on the lay out and build out of how this would look and the way the units were structured; making sure the color scheme matched downtown. Legal already approved a template they could use for tenants in the future as well as an application form. Now that those pieces were in place, they could start advertising it. They would continue to work with the Economic Development Committee, Council, and City staff to do more surveying of the business community to get a good response on how many wanted to participate. She imagined there would be a pretty strong response. Especially in Kuna she thought there would be 5 or 6 that would be really interested in moving forward on something like this. They might attract others from the rest of the Treasure Valley as well. It was a great opportunity for growing a community gathering space for Kuna.

Council Member Christensen thanked Ms. Holland.

Council Member Cardoza asked if there was a cost to lease this from the school district.

Ms. Holland explained no, the school district had partnered with the City as an in-kind partner. They were letting the City use their space and in exchange for that the City might be doing some site improvements. Any temporary structure like the shed units and park benches would remain the property of the City. The permanent site improvements would become the property of the School District.

Council Member Cardoza asked if she had spoken with others downtown with permanent structures about competition with the base lease being much less than what it costs to operate a building.

Ms. Holland said that topic came up with the Economic Development Committee. The hope was it would end up helping support the downtown businesses. If there was more of reason for people to come downtown and gather it would help the other businesses to have more people walking around and utilizing spaces; especially for the restaurant community. There hadn't been an open house on what this could look like for potential tenants. That was something they would look at doing in the next couple months; opening it up for a Q&A with the business community. She wanted to talk to the businesses to make sure they were comfortable with it. They would do what they could to support all the businesses. She noted there would be a limited season. They would not be open 24/7. They would be open for, she thought, Friday, Saturday, and Sunday. The goal being to get more people downtown for the weekends and some of those prime hours for people to be walking around.

Council Member Cardoza thanked Ms. Holland. He thought it was a move in the right direction. He just thought there might be a disadvantage to the property owners with a higher overhead cost but he thought he agreed with her philosophy that it would bring in more business for everybody downtown.

Mayor Stear added it was something they discussed quite a bit with the Economic Development Committee and he thought they could find a way around it to where it wouldn't cause to much disruption to the brick and motor businesses. It was certainly something they wanted to avoid as much as possible. He thanked Council Member Cardoza for the question.

Council President Buban-Vonder thought businesses might take this as an opportunity to see if they could take the next step into a full-fledged lease. Maybe the City's agreements could be more time limited so this wouldn't turn into a long-term alternative to the traditional model. Maybe that would help with some of the fairness he was talking about.

Ms. Holland replied that was absolutely something they discussed. Part of the reason they referred to it as an incubator was because it was not meant to be a long-term location for these businesses to stay forever. It might be that someone needed to stay for 2 or 3 years to figure out their business model but the City would reevaluate all the applications annually and make individual determinations on whether or not a business should qualify to be in it again. They would give priority to people with local products with the goal of trying to increase manufacturing opportunities. Hopefully the businesses would grow out of it and move to a brick and mortar location or have the opportunity to put their stuff in a national retailer. There would be some training that went along with it to help them with their business plans and if any businesses in the downtown community wanted to participate in the training it would be open to them as well.

Council President Buban-Vonder Haar moved to approve Resolution No. R28-2020. Seconded by Council Member McPherson. Motion carried 4-0.

B. Consideration to approve Resolution No. R29-2020 – Lisa Holland, Economic Development Director ACTION ITEM
(Timestamp 00:29:57)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO DETERMINING A CERTAIN AREA WITHIN THE CITY OR WITHIN THE CITY'S AREA OF OPERATION, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018 (9) AND 50-2903(8), DIRECTING THE URBAN RENEWAL AGENCY OF KUNA, IDAHO TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS, FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.

Economic Development Director Lisa Holland noted Meghan Conrad with Elam & Burke was participating in the meeting to help answer any legal questions if needed. Ms. Holland updated Council on where they were at with Urban Renewal, what they were asking for, and covered the next steps. She stood for questions.

Council Member Cardoza asked if Strobel Road was the furthest east they would go.

Ms. Holland believed that was correct. The first page in the attached report showed the boundaries. They tried to include in the area all potential overpass sites that had been discussed in the past. They might decide to shrink it down a little further but she thought they had done a good job of surveying people, gathering public input and meeting with other taxing entities.

Council Member Cardoza asked about what looked like excluded parcels.

Ms. Holland explained there was a limit on the percentage of city parcels that could be included. They didn't want to include everything to the point of being at the maximum. They looked at the areas that had the most potential. She couldn't exactly speak to what excluded the specific areas but she thought they had some developments in process there that didn't count as blighted and the other piece still had some development processes and infrastructure needs.

Council Member Cardoza clarified this was to keep to the 10% that was allocated.

Ms. Holland said that was correct. She thought they were under 8% with this district.

Mayor Stear stated they had discussed this quite a bit. They had talked about Urban Renewal for the City of Kuna for years and never came up with anything penciled out to be appropriate. This was a good chance to help get some of those properties available for commercial use. Mr. McQuade had talked about the balance of residential and commercial and the tax burden. This was one of the best ways to promote for commercial industry. Ms. Holland put quite a bit of work into this. They had a favorable discussion with the Ada County Commissioners. He deferred to Ms. Holland to review that.

Ms. Holland agreed they did have a great conversation with Ada County. One option would be to ask landowners who wanted to be part of the urban Renewal District if they wanted to part of an annexation process to be included but they thought it made more sense to work with the County on really putting together a solid plan of what they wanted to accomplish rather than just annexing for annexing's sake. They asked the County to consider joining them in adopting the eligibility study and being part of the planning process for how the district forms. They also invited in their other public partners. She and Mayor Stear had an appointment scheduled with ACHD to talk about the legal change that would be in place after July 1st that County highway districts could be exempt for urban renewal district collection on the increment unless there was an agreement in place. They wanted to ask if they could partner with them to keep the increment and focus on some of the roadway projects they had been wanting to work on. They were optimistic about Ada County and were hoping to hear from them in the next couple of weeks. They had sent a memo to them that morning. Hopefully they could update Council on the response at the next meeting; whether they want to partner with the City or if only city parcels will be included. She noted, if Council decided to move forward with this eligibility study, at the next meeting she would bring before Council a new scope of work from JUB for moving forward in creating a district plan. It was likely a 3 to 6-month process to create a district plan. At that point they would go forward bringing it to the Urban Renewal Agency and then the Planning & Zoning Commission and City Council for approval.

Council President Buban-Vonder Haar moved to approve Resolution No. R29-2020. Seconded by Council Member McPherson. Motion carried 4-0.

8. Ordinances:

A. Consideration to approve Ordinance No. 2020-17 ACTION ITEM
(Timestamp 00:40:46)

A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. R5070502835 OWNED BY THREEHOUSEASHPONDNORTH-VIEWGALLAHADGRANGER, LLC AND PARCEL NO. R5070503050 OWNED BY TWOPDXMOORESTATEELDORADO34, LLC WITHIN UNICORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to Waive Three Readings of Ordinance
Consideration to Approve Ordinance

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-17. Seconded by Council Member McPherson. Motion carried 4-0.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-17. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: None
Motion carried 4-0.

B. Consideration to approve Ordinance No. 2020-18 ACTION ITEM
(Timestamp 00:43:32)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:
- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1326120716 OWNED BY TIMOTHY GORDON, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to Waive Three Readings of Ordinance
Consideration to Approve Ordinance

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-18. Seconded by Council Member McPherson. Motion carried 4-0.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-18. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: None
Motion carried 4-0.

C. Consideration to approve Ordinance No. 2020-19 ACTION ITEM
(Timestamp 00:45:17)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:
- MAKING CERTAIN FINDINGS; AND
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S ENDURANCE HOLDINGS LLC.; AND

- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE NEW YORK IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to Waive Three Readings of Ordinance
Consideration to Approve Ordinance

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-19. Seconded by Council Member McPherson. Motion carried 4-0.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-19. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: None
Motion carried 4-0.

9. Executive Session: *None*

10. Mayor/Council Announcements:

(Timestamp 00:47:21)

Mayor Stear gave a COVID-19 update. He and Economic Development Director Lisa Holland were working with the businesses to support and assist them with reopening their businesses. It went really well. He said this is a great community. The business men and women they worked with through this process had been accommodating and willing to do what was needed to follow the Governor's plan. He never felt like there was a reason to put extra restrictions on anyone and was very pleased with how the whole process went. The only thing they had to work on was the reopening of City Hall. It would reopen June 1, 2020 which was a Monday so that worked out well. June 2, 2020 was the next Council Meeting. They would work through the logistics of that. Council Chambers had already been set up to allow for social distancing which only left about 15 chairs in the audience. It looked a little sparse. As public hearings came, they would see how it worked. Some people could be there and some could call in. City Clerk Chris Engels had been working extensively on a plan for that already so they should be in good shape barring any unforeseen problems. This had been a great community to live in with the Corona Virus going around and the Governor's orders. The citizens of the city of Kuna had been outstanding with doing what was needed to keep everybody safe. He was proud to be a part of this community. If there was a large number of increases it would have to be pretty extreme for things to start going backwards in the reopening phases. Hospitals were set up really well. He thought things were in

good shape and there was little chance of going backwards. He appreciated the community's and everyone's support. It had made life easier in Kuna than in other areas.

Council Member Cardoza noted the redevelopment of downtown had been going smoothly. It looked like everyone had been cooperating.

Mayor Stear asked City Engineer Paul Stevens for an update on downtown.

City Engineer Paul Stevens updated Council on the construction progress. *(Unintelligible – feedback)*

Council Member Cardoza thanked Mayor Stear for a job well done.

Mayor Stear thanked Council Member Cardoza. It was an honor to be a member of this community.

11. Adjournment: **2:55 P.M.**

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk
Date Approved: CCM 06.02.2020

City of Kuna
Primary Roll Assessment Notice Summary
Tax District 17
As of: 5/13/2020

	2020 (preliminary)	2019	% Change 2019-20
Total Kuna City Market Value	2,215,391,100	1,860,311,200	19.09%
Homeowner's Exemption	(592,400,400)	(531,360,493)	11.49%
Exemptions (Compared to Previous Year)	*(489,100)*		
Operating Property (Last Year's Value)	*18,814,500*		
Potential Total Ada County Taxable Value	1,641,316,100	1,346,193,237	21.92%
Residential			
Residential Market Value	2,080,218,100	1,745,557,500	19.17%
Residential Parcel Count (residential includes farms & manufactured homes)	9,049	8,331	8.62%
Commercial			
Commercial Market Value	125,905,591	105,928,400	18.86%
Commercial Parcel Count	291	260	11.92%
Personal Property	9,267,806	8,825,300	5.01%
Personal Property Count	106	124	-14.52%
TOTAL COMMERCIAL	135,173,397	114,753,700	17.79%
New Construction			
Residential (Including Manufactured)	92,246,400	78,295,300	17.82%
Residential Count	582	489	19.02%
Commercial (Including Remodels)	13,113,700	12,127,400	8.13%
Commercial Count	7	10	-30.00%
New Subs/Change Status	53,454,100	53,174,100	0.53%
Overall (Includes Value Decrease)	158,813,600	143,596,800	10.60%

Change Estimates

Residential Improved	Mean	8.10%	18.12%
	Median	7.30%	18.49%
Commercial Improved	Mean	8.20%	8.80%
	Median	4.90%	3.61%

	2019
Residential Property Tax Burden	89.90%
Commercial Property Tax Burden	10.10%

(Operating Property & Sub Roll Included in calculation)

Assessment Notices

Assessment Notice Mailing Date	5/22/2020	5/24/2019
Number Mailed	9,446	8,715

DISCLAIMER : THIS IS ONLY AN ESTIMATE AS OF THE DATE ABOVE. THE ASSESSOR SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OR LOSS CAUSED BY THE USE OF THE INFORMATION IN THIS REPORT. ANY PERSON OR ENTITY THAT RELIES ON INFORMATION OBTAINED FROM THIS REPORT DOES SO AT HIS/HER/ITS OWN RISK.

City of Kuna | Payment Approval Report - City Council Approval | Page: 1
Report dates: 5/15/2020-5/28/2020 | May 28, 2020 11:18AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
A COMPANY, INC.												
1463	A COMPANY, INC.	114-10393071		STANDARD PORTABLE RESTROOM RENTAL, #T273, BI-WEEKLY SERVICE, 4/27-5/24/20, CITY FARM	05/25/2020	93.96	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total 114-10393071:						93.96	.00					
1463	A COMPANY, INC.	114-10393072		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA493 & KK099, WEEKLY SERVICE, 4/27-5/24/20, GREENBELT AT CITY HALL	05/25/2020	308.76	.00	01-6212 RENT-EQUIPMENT	1004	5/20		
Total 114-10393072:						308.76	.00					
1463	A COMPANY, INC.	114-10393074		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADANO#10, WEEKLY SERVICE, 4/27-5/24/20, THE FARM PARK	05/25/2020	201.90	.00	01-6212 RENT-EQUIPMENT	1004	5/20		
Total 114-10393074:						201.90	.00					
1463	A COMPANY, INC.	114-10393075		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA188, WEEKLY SERVICE, 4/27-5/24/20, ARBOR RIDGE PARK	05/25/2020	201.90	.00	01-6212 RENT-EQUIPMENT	1004	5/20		
Total 114-10393075:						201.90	.00					
1463	A COMPANY, INC.	114-10393077		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA392, BI-WEEKLY SERVICE, 4/27-5/24/20, SADIE CREEK PARK	05/25/2020	163.02	.00	01-6212 RENT-EQUIPMENT	1004	5/20		
Total 114-10393077:						163.02	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1463	A COMPANY, INC.	114-10393078		ADA ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA412, WEEKLY SERVICE, 4/27-5/24/20, NICHOLSON PARK	05/25/2020	206.22	.00	01-6212 RENT-EQUIPMENT	1004	5/20		
Total 114-10393078:						206.22	.00					
1463	A COMPANY, INC.	114-10393079		ADA ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA397, BI-WEEKLY SERVICE, 4/27-5/24/20, WINCHESTER PARK	05/25/2020	163.02	.00	01-6212 RENT-EQUIPMENT	1004	5/20		
Total 114-10393079:						163.02	.00					
Total A COMPANY, INC.:						1,338.78	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15969		SHOP RENT FOR MAY 2020-ADMIN	05/12/2020	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	5/20		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15969		SHOP RENT FOR MAY 2020-WATER	05/12/2020	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	5/20		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15969		SHOP RENT FOR MAY 2020-SEWER	05/12/2020	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	5/20		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15969		SHOP RENT FOR MAY 2020-PI	05/12/2020	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	5/20		
Total 15969:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	05/18/2020AC		PROSECUTORIAL SERVICES FOR JUNE 2020	05/18/2020	4,500.00	.00	01-6203 PROSECUTORIAL SERVICES	0	5/20		
Total 05/18/2020ACPA:						4,500.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
AIR FILTER SUPERSTORE WHOLESALE LLC												
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV19710	9968	FILTER REPLACEMENTS FOR SENIOR CENTER, MAY. '20	05/04/2020	24.08	.00	01-6140 MAINT. & REPAIR BUILDING	1001	5/20		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV19710		FILTER REPLACEMENTS FOR SADIE WHEELHOUSE, MAY. '20	05/04/2020	20.35	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/20		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV19710		FILTER REPLACEMENTS FOR SADIE WHEELHOUSE, MAY. '20	05/04/2020	5.09	.00	25-6140 MAINT & REPAIR BUILDING	0	5/20		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV19710		FILTER REPLACEMENTS FOR CITY HALL, MAY. '20	05/04/2020	18.92	.00	01-6140 MAINT. & REPAIR BUILDING	0	5/20		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV19710		FILTER REPLACEMENTS FOR CITY HALL, MAY. '20	05/04/2020	12.94	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/20		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV19710		FILTER REPLACEMENTS FOR CITY HALL, MAY. '20	05/04/2020	12.94	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV19710		FILTER REPLACEMENTS FOR CITY HALL, MAY. '20	05/04/2020	5.00	.00	25-6140 MAINT & REPAIR BUILDING	0	5/20		
Total INV19710:						99.32	.00					
Total AIR FILTER SUPERSTORE WHOLESALE LLC:						99.32	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	71491		MONTHLY BACTERIA SAMPLES, APRIL. '20 - WATER	04/30/2020	581.40	.00	20-6152 M & R - LABORATORY COSTS	0	5/20		
Total 71491:						581.40	.00					
1	ANALYTICAL LABORATORIES	71492		LAB TESTS, APRIL. '20-SEWER	04/30/2020	1,118.15	.00	21-6152 M & R - LABORATORY COSTS	0	5/20		
Total 71492:						1,118.15	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total ANALYTICAL LABORATORIES:						1,699.55	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	7820	9831	SMALL WEED BURNER FOR FARM, C.MCDANIEL, APR.'20	04/01/2020	13.16	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total 7820:						13.16	.00					
Total BIG SKY RENTALS LLC:						13.16	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	153138.1		5 EA BOXES NITRILE GLOVES, MAY'20 - PARKS	05/21/2020	72.05	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
Total 153138.1:						72.05	.00					
1795	BUYWYZ LLC	153665	10029	1 CASE COPY PAPER, 3 EA BINDERS, 1 CASE PAPER TOWELS, 1 DZ PENS, J.LORENTZ, MAY'20 - PARKS OFFICE	05/14/2020	169.44	.00	01-6165 OFFICE SUPPLIES	1004	5/20		
1795	BUYWYZ LLC	153665	10029	12 BOXES KLEENEX FOR CITY HALL, MAY'20 - ADMIN	05/14/2020	13.04	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153665	10029	12 BOXES KLEENEX FOR CITY HALL, MAY'20 - WATER	05/14/2020	8.92	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153665	10029	12 BOXES KLEENEX FOR CITY HALL, MAY'20 - SEWER	05/14/2020	8.92	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153665	10029	12 BOXES KLEENEX FOR CITY HALL, MAY'20 - P.I	05/14/2020	3.44	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 153665:						203.76	.00					
1795	BUYWYZ LLC	153929	10063	1 BOX STAPLES AND 1 PKG AAA BATTERIES, TREATMENT PLANT, D.CROSSLEY, MAY'20 - WATER	05/21/2020	9.36	.00	20-6165 0FFICE SUPPLIES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	153929	10063	1 BOX STAPLES AND 1 PKG AAA BATTERIES, TREATMENT PLANT, D.CROSSLEY, MAY'20 - SEWER	05/21/2020	9.36	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	1 BOX STAPLES AND 1 PKG AAA BATTERIES, TREATMENT PLANT, D.CROSSLEY, MAY'20 - P.I	05/21/2020	3.56	.00	25-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	3 BOXES STAPLES AND 1 BOX EXPANSION FOLDERS, CITY HALL STOCK, C.MERRITT, MAY'20 - ADMIN	05/21/2020	37.34	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	3 BOXES STAPLES AND 1 BOX EXPANSION FOLDERS, CITY HALL STOCK, C.MERRITT, MAY'20 - WATER	05/21/2020	25.55	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	3 BOXES STAPLES AND 1 BOX EXPANSION FOLDERS, CITY HALL STOCK, C.MERRITT, MAY'20 - SEWER	05/21/2020	25.55	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	3 BOXES STAPLES AND 1 BOX EXPANSION FOLDERS, CITY HALL STOCK, C.MERRITT, MAY'20 - P.I	05/21/2020	9.81	.00	25-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	5 CASES TRASH CAN LINERS, MAY'20 - PARKS	05/21/2020	168.95	.00	01-6025 JANITORIAL	1004	5/20		
1795	BUYWYZ LLC	153929	10063	1 PAIR COMPUTER SPEAKERS, CLERKS, MAY'20 - ADMIN	05/21/2020	26.05	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	1 PAIR COMPUTER SPEAKERS, CLERKS, MAY'20 - WATER	05/21/2020	.54	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	1 PAIR COMPUTER SPEAKERS, CLERKS, MAY'20 - SEWER	05/21/2020	.54	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	1 PAIR COMPUTER SPEAKERS, CLERKS, MAY'20 - P.I	05/21/2020	.30	.00	25-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	2 REAMS CARD STOCK, D.STEPHENS, MAY'20 - BUILDING	05/21/2020	38.90	.00	01-6165 OFFICE SUPPLIES	1005	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	153929	10063	1 EA MOUSE PAD, R.HERRERA, MAY'20 - ADMIN	05/21/2020	3.67	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	1 EA MOUSE PAD, R.HERRERA, MAY'20 -WATER	05/21/2020	4.84	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	1 EA MOUSE PAD, R.HERRERA, MAY'20 - SEWER	05/21/2020	4.84	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929	10063	1 EA MOUSE PAD, R.HERRERA, MAY'20 - P.I	05/21/2020	1.31	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 153929:						370.47	.00					
1795	BUYWYZ LLC	153929.1	10063	1 CASE MULTIPURPOSE SPRAY, CITY HALL, C.MERRITT, MAY'20 - ADMIN	05/22/2020	11.17	.00	01-6025 JANITORIAL	0	5/20		
1795	BUYWYZ LLC	153929.1	10063	1 PKG AA BATTERIES FOR CITY HALL STOCK, C.MERRITT, MAY'20 - ADMIN	05/22/2020	8.07	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929.1	10063	1 CASE MULTIPURPOSE SPRAY, C.MERRITT, MAY'20 - WATER	05/22/2020	7.64	.00	20-6025 JANITORIAL	0	5/20		
1795	BUYWYZ LLC	153929.1	10063	1 CASE MULTIPURPOSE SPRAY, C.MERRITT, MAY'20 - SEWER	05/22/2020	7.64	.00	21-6025 JANITORIAL	0	5/20		
1795	BUYWYZ LLC	153929.1	10063	1 CASE MULTIPURPOSE SPRAY, C.MERRITT, MAY'20 - P.I	05/22/2020	2.94	.00	25-6025 JANITORIAL	0	5/20		
1795	BUYWYZ LLC	153929.1		1 PKG AA BATTERIES FOR CITY HALL STOCK, C.MERRITT, MAY'20 - WATER	05/22/2020	5.52	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929.1		1 PKG AA BATTERIES FOR CITY HALL STOCK, C.MERRITT, MAY'20 - SEWER	05/22/2020	5.52	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153929.1		1 PKG AA BATTERIES FOR CITY HALL STOCK, C.MERRITT, MAY'20 - P.I	05/22/2020	2.13	.00	25-6165 OFFICE SUPPLIES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	153929.1		4 CASES PAPER TOWELS AND 1 CASE TRASH CAN LINERS, J.LORENTZ, MAY'20	05/22/2020	137.75	.00	01-6025 JANITORIAL	1004	5/20		
Total 153929.1:						188.38	.00					
Total BUYWYZ LLC:						834.66	.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 5/7-6/6/20 - ADMIN	05/07/2020	13.78	13.78	01-6255 TELEPH0NE	0	5/20	05/22/2020	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 5/7-6/6/20 - P & Z	05/07/2020	4.92	4.92	01-6255 TELEPH0NE	1003	5/20	05/22/2020	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 5/7-6/6/20 - WATER	05/07/2020	12.79	12.79	20-6255 TELEPH0NE EXPENSE	0	5/20	05/22/2020	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 5/7-6/6/20 - SEWER	05/07/2020	12.79	12.79	21-6255 TELEPH0NE EXPENSE	0	5/20	05/22/2020	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 5/7-6/6/20 - P.I	05/07/2020	4.92	4.92	25-6255 TELEPH0NE EXPENSE	0	5/20	05/22/2020	
Total 2089229179548B05072020:						49.20	49.20					
Total CENTURYLINK:						49.20	49.20					
CORE & MAIN LP												
63	CORE & MAIN LP	M271905	9995	14 EA REGISTERS, B.BURR, MAY'20	05/06/2020	3,114.16	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	5/20		
Total M271905:						3,114.16	.00					
63	CORE & MAIN LP	M378870	10057	14" WATER MAIN VALVE FOR FALCON CREST SEWER, R.JONES, MAY. '20	05/20/2020	3,981.04	.00	20-6150 M & R - SYSTEM	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
	Total M378870:					3,981.04	.00					
	Total CORE & MAIN LP:					7,095.20	.00					
D & B SUPPLY												
75	D & B SUPPLY	12925	10053	AMMO CANS, TO PUT SANITIZING WIPES FOR COVID 19, M. MEADE. MAY. '20	05/19/2020	11.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
	Total 12925:					11.98	.00					
75	D & B SUPPLY	15462	10031	CHAIN LOOP FOR CHAINSAW, PARKS DEPT, S. HOWELL, MAY '20	05/13/2020	21.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		
	Total 15462:					21.99	.00					
75	D & B SUPPLY	16265	10062	2 CHAINSAW CHAINS FOR PARKS DEPT CHAINSAW, S. HOWELL, MAY. '20	05/20/2020	43.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		
	Total 16265:					43.98	.00					
75	D & B SUPPLY	34517	9919	DRUM FAUCET, B.WITHROW, APR.'20	04/22/2020	3.49	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
	Total 34517:					3.49	.00					
	Total D & B SUPPLY:					81.44	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0740334		REPAIR KIT FOR DANSKIN WELL, C.DEYOUNG, MAY. '20	05/19/2020	1,272.11	.00	20-6150 M & R - SYSTEM	0	5/20		
	Total 0740334:					1,272.11	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
219	FERGUSON ENTERPRISES INC	0744581	9988	VALVES FOR THE WEST WELL, T.FLEMING, MAY'20	05/06/2020	350.07	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total 0744581:						350.07	.00					
219	FERGUSON ENTERPRISES INC	0745155	10007	TIP DRILL BIT FOR WESTWELL FARM, T. FLEMING, MAY.20	05/11/2020	40.45	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total 0745155:						40.45	.00					
Total FERGUSON ENTERPRISES INC:						1,662.63	.00					
GEM STATE ELECTRIC												
996	GEM STATE ELECTRIC	115083	10076	4 EA CAPACITORS FOR HUBBARD LIFT STATION, T.FLEMING, MAY'20	05/20/2020	98.20	.00	21-6150 M & R - SYSTEM	0	5/20		
Total 115083:						98.20	.00					
Total GEM STATE ELECTRIC:						98.20	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	15452689	9980	SPRINKLER PARTS, M. MEADE, MAY '20	05/05/2020	390.90	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
Total 15452689:						390.90	.00					
1552	H.D. FOWLER COMPANY	15459914		COMPRESSION FITTINGS FOR BERNIE FISHER IRRIGATION REPAIR, MAY. '20	05/12/2020	249.50	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
Total 15459914:						249.50	.00					
1552	H.D. FOWLER COMPANY	15459973	10016	BERNIE FISHER PARK IRRIGATION REPAIR, B. WITHROW, MAY. '20	05/12/2020	96.59	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
	Total 15459973:					96.59	.00					
	Total H.D. FOWLER COMPANY:					736.99	.00					
HACH COMPANY												
157	HACH COMPANY	11958636	9945	4 EA FLOW SENSORS, T.SHAFFER, MAY'20	05/14/2020	11,016.20	.00	21-6150 M & R - SYSTEM	0	5/20		
	Total 11958636:					11,016.20	.00					
	Total HACH COMPANY:					11,016.20	.00					
HARBOR FREIGHT TOOLS												
1312	HARBOR FREIGHT TOOLS	916698	9893	29 GALLON AIR COMPRESSOR, SEAL PULLER, UTILITY BLADES, BRASS COUPLERS, SOCKET SET, R. HERRERA, APRIL '20	04/16/2020	471.93	.00	21-6175 SMALL TOOLS	0	5/20		
	Total 916698:					471.93	.00					
	Total HARBOR FREIGHT TOOLS:					471.93	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	05272020I		ELECTRIC SERVICE FOR MAY'20 - ADMIN	05/27/2020	206.17	.00	01-6290 UTILITIES	0	5/20		
38	IDAHO POWER CO	05272020I		ELECTRIC SERVICE FOR MAY'20 - SENIOR CENTER	05/27/2020	210.65	.00	01-6290 UTILITIES	1001	5/20		
38	IDAHO POWER CO	05272020I		ELECTRIC SERVICE FOR MAY'20 - STREET LIGHTS	05/27/2020	5,627.62	.00	01-6290 UTILITIES	1002	5/20		
38	IDAHO POWER CO	05272020I		ELECTRIC SERVICE FOR MAY'20 - PARKS	05/27/2020	989.85	.00	01-6290 UTILITIES	1004	5/20		
38	IDAHO POWER CO	05272020I		ELECTRIC SERVICE FOR MAY'20 - WATER	05/27/2020	7,246.89	.00	20-6290 UTILITIES EXPENSE	0	5/20		
38	IDAHO POWER CO	05272020I		ELECTRIC SERVICE FOR MAY'20 - SEWER	05/27/2020	20,456.40	.00	21-6290 UTILITIES EXPENSE	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
38	IDAHO POWER CO	05272020I		ELECTRIC SERVICE FOR MAY'20 - FARM	05/27/2020	11,855.47	.00	21-6090 FARM EXPENDITURES	0	5/20		
38	IDAHO POWER CO	05272020I		ELECTRIC SERVICE FOR MAY'20 - P.I	05/27/2020	12,331.04	.00	25-6290 UTILITIES EXPENSE	0	5/20		
Total 05272020I:						58,924.09	.00					
Total IDAHO POWER CO:						58,924.09	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1208423	10034	AD#2014035, LEGAL NOTICE, CASE #20-02-SUP SPECIAL USE PERMIT, D.HANSON, MAY'20	05/20/2020	47.18	.00	01-6125 LEGAL PUBLICATI0NS	1003	5/20		
1802	IDAHO PRESS TRIBUNE, LLC	1208423		AD#2014090, LEGAL NOTICE, CASE #20-01-CPF, MAY'20	05/20/2020	51.62	.00	01-6125 LEGAL PUBLICATI0NS	1003	5/20		
1802	IDAHO PRESS TRIBUNE, LLC	1208423		AD#2014912, LEGAL NOTICE, CASE #19-10-AN & 10-01-PUD, MAY'20	05/20/2020	67.90	.00	01-6125 LEGAL PUBLICATI0NS	1003	5/20		
Total 1208423:						166.70	.00					
Total IDAHO PRESS TRIBUNE, LLC:						166.70	.00					
INTEGRATED BEHAVIORAL HEALTH												
2030	INTEGRATED BEHAVIORAL HEALTH	236839A		ANNUAL EAP, JAN.'20 - ADMIN	03/26/2020	1,140.00	1,140.00	01-5860 GROUP DENTAL/VISION INSURANCE	0	5/20	05/22/2020	
2030	INTEGRATED BEHAVIORAL HEALTH	236839A		ANNUAL EAP, JAN.'20 - WATER	03/26/2020	780.00	780.00	20-5860 GROUP DENTAL/VISION INSURANCE	0	5/20	05/22/2020	
2030	INTEGRATED BEHAVIORAL HEALTH	236839A		ANNUAL EAP, JAN.'20 - SEWER	03/26/2020	780.00	780.00	21-5860 GROUP DENTAL/VISION INSURANCE	0	5/20	05/22/2020	
2030	INTEGRATED BEHAVIORAL HEALTH	236839A		ANNUAL EAP, JAN.'20 - P.I	03/26/2020	300.00	300.00	25-5860 GROUP DENTAL/VISION INSURANCE	0	5/20	05/22/2020	

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Total 236839A:						3,000.00	3,000.00					
Total INTEGRATED BEHAVIORAL HEALTH:						3,000.00	3,000.00					
INTERWEST SUPPLY												
618	INTERWEST SUPPLY	32690	9924	VALVES, FOR STOCK, C.DEYOUNG, APR.'20	04/24/2020	266.20	.00	25-6115 MAINT & REPAIR-SYSTEM-GRAVITY	0	5/20		
Total 32690:						266.20	.00					
Total INTERWEST SUPPLY:						266.20	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	05082020-051		SANITATION RECEIPT TRANSFER 5/8-14/20	05/15/2020	85,697.43	85,697.43	26-7000 SOLID WASTE SERVICE FEES	0	5/20	05/15/2020	
230	J & M SANITATION, INC.	05082020-051		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 5/8-14/20	05/15/2020	-8,466.91	-8,466.91	01-4170 FRANCHISE FEES	0	5/20	05/15/2020	
Total 05082020-05142020:						77,230.52	77,230.52					
230	J & M SANITATION, INC.	05152020-052		SANITATION RECEIPT TRANSFER 05/15-21/20	05/22/2020	53,787.40	53,787.40	26-7000 SOLID WASTE SERVICE FEES	0	5/20	05/22/2020	
230	J & M SANITATION, INC.	05152020-052		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 05/15-21/20	05/22/2020	-5,314.19	-5,314.19	01-4170 FRANCHISE FEES	0	5/20	05/22/2020	
Total 05152020-05212020:						48,473.21	48,473.21					
Total J & M SANITATION, INC.:						125,703.73	125,703.73					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	3406076		MONTHLY ENTERPRISE PAYMENTS SOLUTIONS, APRIL 2020 - ADMIN	05/01/2020	47.45	.00	01-6505 BANK FEES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1328	JACK HENRY & ASSOCIATES, INC.	3406076		MONTHLY ENTERPRISE PAYMENTS SOLUTIONS, APRIL 2020 - WATER	05/01/2020	32.47	.00	20-6505 BANK FEES	0	5/20		
1328	JACK HENRY & ASSOCIATES, INC.	3406076		MONTHLY ENTERPRISE PAYMENTS SOLUTIONS, APRIL 2020 - SEWER	05/01/2020	32.47	.00	21-6505 BANK FEES	0	5/20		
1328	JACK HENRY & ASSOCIATES, INC.	3406076		MONTHLY ENTERPRISE PAYMENTS SOLUTIONS, APRIL 2020 - P.I	05/01/2020	12.48	.00	25-6505 BANK FEES	0	5/20		
Total 3406076:						124.87	.00					
Total JACK HENRY & ASSOCIATES, INC.:						124.87	.00					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	258		JANITORIAL SERVICES FOR APRIL 2020 - SENIOR CENTER	04/08/2020	446.00	446.00	01-6025 JANITORIAL	1001	5/20	05/22/2020	
Total 258:						446.00	446.00					
Total JONATHAN STRICKLAND:						446.00	446.00					
KC TOOL SUPPLY												
240	KC TOOL SUPPLY	628313		TOOLS FOR METER VAN AND WATER TRUCKS, P. STEVENS, MAY. '20	05/12/2020	492.79	.00	20-6175 SMALL TOOLS	0	5/20		
240	KC TOOL SUPPLY	628313		TOOLS FOR METER VAN AND WATER TRUCKS, P. STEVENS, MAY. '20	05/12/2020	123.20	.00	25-6175 SMALL TOOLS	0	5/20		
Total 628313:						615.99	.00					
Total KC TOOL SUPPLY:						615.99	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	809		FIBER OPTIC LEASE FOR MAY 2020-ADMIN	05/25/2020	114.00	.00	01-6255 TELEPH0NE	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
199	KUNA JT. SCHOOL DISTRICT NO. 3	809		FIBER OPTIC LEASE FOR MAY 2020-WATER	05/25/2020	78.00	.00	20-6255 TELEPH0NE EXPENSE	0	5/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	809		FIBER OPTIC LEASE FOR MAY 2020-SEWER	05/25/2020	78.00	.00	21-6255 TELEPH0NE EXPENSE	0	5/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	809		FIBER OPTIC LEASE FOR MAY 2020-PI	05/25/2020	30.00	.00	25-6255 TELEPH0NE EXPENSE	0	5/20		
Total 809:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A113878		GALVANIZED PIPE AND FITTINGS, T. SHAFFER, APRIL. '20	04/20/2020	10.87	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		
Total A113878:						10.87	.00					
499	KUNA LUMBER	A114379	10026	1 CAN OF FLEX SEAL LIQUID FOR GRAVITY BOX OFF CEDAR, J. COX, MAY. '20	05/13/2020	26.99	.00	25-6115 MAINT & REPAIR-SYSTEM-GRAVITY	0	5/20		
Total A114379:						26.99	.00					
499	KUNA LUMBER	A114403	10033	NEXTGEN HAND SPREADER, M. MEADE, MAY. '20	05/14/2020	19.79	.00	01-6175 SMALL TOOLS	1004	5/20		
Total A114403:						19.79	.00					
499	KUNA LUMBER	A114520	10047	CUT OFF WHEELS FOR GRINDER AT THE FARM, R. WARWICK, MAY. '20	05/18/2020	12.56	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total A114520:						12.56	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
499	KUNA LUMBER	B138674	10020	AAA BATTERIES, RESIDUAL KITS, M.DAVILA, MAY. '20	05/12/2020	8.99	.00	20-6150 M & R - SYSTEM	0	5/20		
Total B138674:						8.99	.00					
499	KUNA LUMBER	B138697	10022	WEED BURNER, M. MEADE, MAY '20	05/13/2020	62.09	.00	01-6175 SMALL TOOLS	1004	5/20		
Total B138697:						62.09	.00					
499	KUNA LUMBER	B138752	10035	2 INCH SPRINKLER PARTS FOR BERNIE FISHER, M. MEADE , MAY '20	05/14/2020	21.57	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
Total B138752:						21.57	.00					
499	KUNA LUMBER	B138753	10036	SPRINKLER PARTS FOR LAGOONS , R. WARWICK, MAY '20	05/14/2020	2.31	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total B138753:						2.31	.00					
499	KUNA LUMBER	B138998	10060	CHAINSAW OIL, B. VILLANUEVA, MAY. '20	05/20/2020	11.24	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		
Total B138998:						11.24	.00					
499	KUNA LUMBER	B139056	10068	WHEEL LINE PARTS FOR THE FARM, R. WARWICK, MAY. '20	05/21/2020	21.88	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total B139056:						21.88	.00					
499	KUNA LUMBER	B139083	10070	PIPE FITTINGS FOR WHEEL LINE, R. WARWICK, MAY. '20	05/21/2020	5.92	.00	21-6090 FARM EXPENDITURES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total B139083:						5.92	.00					
499	KUNA LUMBER	E8912		PLUMBING SUPPLIES FOR PI REPAIR FOR ASHTON ESTATES, R. JONES, APRIL. '20	04/21/2020	23.21	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total E8912:						23.21	.00					
499	KUNA LUMBER	E9255	10051	SPRINKLER PARTS AND SANITIZING WIPES FOR COVID 19, M, MEADE, MAY '20	05/19/2020	100.56	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
Total E9255:						100.56	.00					
499	KUNA LUMBER	E9278		KEYS FOR BASEMENT DOOR , B.WITHROW, MAY. '20	05/21/2020	8.96	.00	01-6140 MAINT. & REPAIR BUILDING	1004	5/20		
Total E9278:						8.96	.00					
Total KUNA LUMBER:						336.94	.00					
KUNA WELDING												
46	KUNA WELDING	5811	10056	RECTANGULAR TUBING FOR REPAIRING WHEEL LINE FOR THE FARM, R. WARWICK, MAY. '20	05/19/2020	112.65	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total 5811:						112.65	.00					
Total KUNA WELDING:						112.65	.00					
LAYNE OF IDAHO, INC.												
1322	LAYNE OF IDAHO, INC.	17859		PUMP ASSEMBLIES, T.FLEMING, APR.'20	04/20/2020	24,925.00	.00	21-6150 M & R - SYSTEM	0	5/20		
Total 17859:						24,925.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total LAYNE OF IDAHO, INC.:						24,925.00	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR846986		MONTHLY LEASE/COPY CARE, MODEL #MPC307SPF, SERIAL #C509P900318, CITY HALL, 5/1-30/20	05/19/2020	47.49	.00	01-6212 RENT-EQUIPMENT	0	5/20		
1619	LOCAHAN LLC	AR846986		CONTRACT OVERAGE CHARGES FOR 4/1-30/20, MODEL #MPC307SPF, CITY HALL - ADMIN	05/19/2020	18.13	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	5/20		
1619	LOCAHAN LLC	AR846986		CONTRACT OVERAGE CHARGES FOR 4/1-30/20, MODEL #MPC307SPF, CITY HALL - WATER	05/19/2020	12.40	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	5/20		
1619	LOCAHAN LLC	AR846986		CONTRACT OVERAGE CHARGES FOR 4/1-30/20, MODEL #MPC307SPF, CITY HALL - SEWER	05/19/2020	12.40	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
1619	LOCAHAN LLC	AR846986		CONTRACT OVERAGE CHARGES FOR 4/1-30/20, MODEL #MPC307SPF, CITY HALL - P.I	05/19/2020	4.77	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
Total AR846986:						95.19	.00					
Total LOCAHAN LLC:						95.19	.00					
PARTS, INC.												
470	PARTS, INC.	212778	10013	AIR FILTER FOR SEWER TRUCK #7, S. HOWELL, MAY '20	05/11/2020	24.99	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/20		
Total 212778:						24.99	.00					
470	PARTS, INC.	212791	10013	TRANSMISSION FLUID FOR SEWER TRUCK #7, S. HOWELL, MAY. '20	05/11/2020	25.02	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/20		

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Total 212791:						25.02	.00					
470	PARTS, INC.	213041	10037	PAPER TOWEL DISPENSER FOR FLEET SHOP, S. HOWELL, MAY '20-ADMIN	04/30/2020	39.12	.00	01-6025 JANITORIAL	0	5/20		
470	PARTS, INC.	213041		PAPER TOWEL DISPENSER FOR FLEET SHOP, S. HOWELL, MAY '20-WATER	04/30/2020	26.76	.00	20-6025 JANITORIAL	0	5/20		
470	PARTS, INC.	213041		PAPER TOWEL DISPENSER FOR FLEET SHOP, S. HOWELL, MAY '20-SEWER	04/30/2020	26.76	.00	21-6025 JANITORIAL	0	5/20		
470	PARTS, INC.	213041		PAPER TOWEL DISPENSER FOR FLEET SHOP, S. HOWELL, MAY. '20-PI	04/30/2020	10.32	.00	25-6025 JANITORIAL	0	5/20		
Total 213041:						102.96	.00					
470	PARTS, INC.	213517	10071	HYDRAULIC HOSES FOR WHEEL LINE FOR THE FARM. R WARWICK, MAY. '20	05/21/2020	71.30	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total 213517:						71.30	.00					
470	PARTS, INC.	213568	10078	HYDRAULIC HOSES FOR FARM, C.MCDANIEL, MAY'20	05/22/2020	77.98	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total 213568:						77.98	.00					
470	PARTS, INC.	213710	10080	HYDRAULIC HOSES FOR WHEEL LINES FOR FARM, T. FLEMING, MAY. '20	05/26/2020	43.06	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total 213710:						43.06	.00					
Total PARTS, INC.:						345.31	.00					

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PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1031670		ALARM MONITORING FOR THE TREATMENT PLANT, 6/1-8/31/20 -WATER	06/01/2020	40.04	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/20		
1021	PEAK ALARM COMPANY, INC	1031670		ALARM MONITORING FOR THE TREATMENT PLANT, 6/1-8/31/20 -SEWER	06/01/2020	40.04	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		
1021	PEAK ALARM COMPANY, INC	1031670		ALARM MONITORING FOR THE TREATMENT PLANT, 6/1-8/31/20 -WATER	06/01/2020	15.26	.00	25-6140 MAINT & REPAIR BUILDING	0	5/20		
Total 1031670:						95.34	.00					
1021	PEAK ALARM COMPANY, INC	1032019		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, & CEDAR), WATER, 06/1-30/20	06/01/2020	215.01	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/20		
1021	PEAK ALARM COMPANY, INC	1032019		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, & CEDAR), PI, 06/1-30/20	06/01/2020	53.75	.00	25-6140 MAINT & REPAIR BUILDING	0	5/20		
Total 1032019:						268.76	.00					
Total PEAK ALARM COMPANY, INC:						364.10	.00					
PRECISION PUMPING SYSTEMS												
952	PRECISION PUMPING SYSTEMS	1362		PARTS TO REPAIR EBS FILTER, P. STEVENS, MAY. '20	05/14/2020	410.03	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total 1362:						410.03	.00					
Total PRECISION PUMPING SYSTEMS:						410.03	.00					
ROCKY MOUNTAIN PEST CONTROL, LLC												
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	04252020RMP		QUARTERLY TREATMENT, PEST CONTROL, CITY HALL,								

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				APR.'20 - ADMIN	04/25/2020	45.60	.00	01-6140 MAINT. & REPAIR BUILDING	0	5/20		
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	04252020RMP		QUARTERLY TREATMENT, PEST CONTROL, CITY HALL, APR.'20 - WATER	04/25/2020	31.20	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/20		
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	04252020RMP		QUARTERLY TREATMENT, PEST CONTROL, CITY HALL, APR.'20 - SEWER	04/25/2020	31.20	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	04252020RMP		QUARTERLY TREATMENT, PEST CONTROL, CITY HALL, APR.'20 - P.I	04/25/2020	12.00	.00	25-6140 MAINT & REPAIR BUILDING	0	5/20		
Total 04252020RMPC:						120.00	.00					
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	04262020RMP		QUARTERLY TREATMENT, PEST CONTROL, SENIOR CENTER, APR.'20	04/26/2020	100.00	.00	01-6140 MAINT. & REPAIR BUILDING	1001	5/20		
Total 04262020RMPC:						100.00	.00					
Total ROCKY MOUNTAIN PEST CONTROL, LLC:						220.00	.00					
RODDA PAINT CO.												
1723	RODDA PAINT CO.	76059871		1 QT STAIN, FOR TREATMENT PLANT OFFICE, B.BACHMAN, MAY'20 - WATER	05/13/2020	7.82	.00	20-6020 CAPITAL IMPR0VEMENTS	1209	5/20		
1723	RODDA PAINT CO.	76059871		1 QT STAIN, FOR TREATMENT PLANT OFFICE, B.BACHMAN, MAY'20 - SEWER	05/13/2020	7.82	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	5/20		
1723	RODDA PAINT CO.	76059871		1 QT STAIN, FOR TREATMENT PLANT OFFICE, B.BACHMAN, MAY'20 - P.I	05/13/2020	2.99	.00	25-6020 CAPITAL IMPR0VEMENTS	1209	5/20		
Total 76059871:						18.63	.00					
Total RODDA PAINT CO.:						18.63	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
SIMPLOT PARTNERS												
491	SIMPLOT PARTNERS	216047520		PROZAP RODENT PELLETS FOR LAGOONS, B. WITHROW, MAY. '20	05/06/2020	128.00	.00	21-6150 M & R - SYSTEM	0	5/20		
Total 216047520:						128.00	.00					
Total SIMPLOT PARTNERS:						128.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:06653165		3 CONTAINERS OF COFFEE CREAMER, CITY HALL, MAY. '20	05/19/2020	5.88	.00	01-6165 OFFICE SUPPLIES	0	5/20		
Total 2160:06653165:						5.88	.00					
992	TREASURE VALLEY COFFEE	2160:06661182	10074	2 EA 5 GALLON WATER BOTTLES, WATER COOLER RENT, G.SMITH, MAY. '20	05/22/2020	24.40	.00	01-6165 OFFICE SUPPLIES	1004	5/20		
Total 2160:06661182:						24.40	.00					
992	TREASURE VALLEY COFFEE	2160:06712764		1 EA 5 GALLON WATER BOTTLE, WATER COOLER RENT, G.SMITH, MAY. '20	05/22/2020	16.70	.00	01-6165 OFFICE SUPPLIES	0	5/20		
Total 2160:06712764:						16.70	.00					
992	TREASURE VALLEY COFFEE	2160:06712792	10074	5 EA 5 GALLON WATER BOTTLES, WATER COOLER RENT, G.SMITH, MAY. '20	05/22/2020	43.50	.00	01-6165 OFFICE SUPPLIES	0	5/20		
Total 2160:06712792:						43.50	.00					
992	TREASURE VALLEY COFFEE	2160:06720093	10039	7 EA- 5 GALLON WATER BOTTLES AND COFFEE FOR THE TREATMENT PLANT, C.OSWALD, MAY. '20	05/14/2020	40.50	.00	20-6165 0FFICE SUPPLIES	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06720093		7 EA- 5 GALLON WATER BOTTLES AND COFFEE FOR								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				THE TREATMENT PLANT, C.OSWALD, MAY. '20	05/14/2020	40.50	.00	21-6165 OFFICE SUPPLIES	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06720093		7 EA- 5 GALLON WATER BOTTLES AND COFFEE FOR THE TREATMENT PLANT, C.OSWALD, MAY. '20	05/14/2020	15.45	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 2160:06720093:						96.45	.00					
992	TREASURE VALLEY COFFEE	2160:06737726		FIRST AID REFILLS, TREATMENT PLANT, MAY. '20	05/14/2020	25.91	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06737726		FIRST AID REFILLS, TREATMENT PLANT, MAY. '20	05/14/2020	25.91	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06737726		FIRST AID REFILLS, TREATMENT PLANT,, MAY.'20	05/14/2020	9.88	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06737726		FIRST AID REFILLS, CITY HALL, MAY. '20	05/14/2020	8.14	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06737726		FIRST AID REFILLS, CITY HALL, MAY. '20	05/14/2020	5.56	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06737726		FIRST AID REFILLS, CITY HALL, MAY. '20	05/14/2020	5.56	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06737726		FIRST AID REFILLS, CITY HALL, MAY. '20	05/14/2020	2.14	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06737726		FIRST AID REFILLS, PARKS, MAY. '20	05/14/2020	37.95	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	5/20		
992	TREASURE VALLEY COFFEE	2160:06737726		FIRST AID REFILLS, LAGOONS, MAY. '20	05/14/2020	23.35	.00	21-6090 FARM EXPENDITURES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 2160:06737726:						144.40	.00					
Total TREASURE VALLEY COFFEE:						331.33	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	414738104		COPIER CONTRACT 500-0519539-000, MODEL #MPC4504EX, SERIAL # C737M540938 & C737M540155, CITY HALL, MAY'20	05/18/2020	412.85	.00	01-6212 RENT-EQUIPMENT	0	5/20		
Total 414738104:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
ULTIMATE HEATING & AIR, INC.												
1538	ULTIMATE HEATING & AIR, INC.	8607-1J		MATERIALS AND LABOR FOR REMOVING EXISTING DAMAGED DUCT WORK, REPLACING INSULATION , C.DEYOUNG, MAY. '20	05/11/2020	1,698.00	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/20		
Total 8607-1J:						1,698.00	.00					
Total ULTIMATE HEATING & AIR, INC.:						1,698.00	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	48585785	9970	ALUMINUM SULFATE, T.SHAFFER, MAY'20	05/13/2020	6,229.32	.00	21-6151 M & R - PROCESS CHEMICALS	0	5/20		
Total 48585785:						6,229.32	.00					
1410	UNIVAR SOLUTIONS USA, INC.	48587909	10023	48 BUCKETS CALCIUM TABLETS, T. SHAFFER, MAY. 20	05/14/2020	6,158.80	.00	21-6151 M & R - PROCESS CHEMICALS	0	5/20		
Total 48587909:						6,158.80	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total UNIVAR SOLUTIONS USA, INC.:						12,388.12	.00					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	040400.03A		LAYNE THORNTON, 175 N SUNBIRD AVE, UTILITY REFUND	05/22/2020	85.53	.00	20-4500 METERED WATER SALES	0	5/20		
Total 040400.03A:						85.53	.00					
2004	UTILITY REFUND #9	110230.01		BRUCE D TALLEY, 511 N KATIE WAY, UTILITY REFUND	05/20/2020	34.29	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	110230.01		BRUCE D TALLEY, 511 N KATIE WAY, UTILITY REFUND	05/20/2020	39.89	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	110230.01		BRUCE D TALLEY, 511 N KATIE WAY, UTILITY REFUND	05/20/2020	34.05	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 110230.01:						108.23	.00					
2004	UTILITY REFUND #9	111600.02		OKI INVESTMENTS, 576 N MELDGOLD AVE, UTILITY REFUND	05/13/2020	6.34	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	111600.02		OKI INVESTMENTS, 576 N MELDGOLD AVE, UTILITY REFUND	05/13/2020	92.27	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	111600.02		OKI INVESTMENTS, 576 N MELDGOLD AVE, UTILITY REFUND	05/13/2020	5.73	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 111600.02:						104.34	.00					
2004	UTILITY REFUND #9	150560.05		BRENNAN SCOTT OCONNOR, 1270 N ANDREW DR, UTILITY REFUND	05/13/2020	77.48	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	150560.05		BRENNAN SCOTT OCONNOR, 1270 N ANDREW DR, UTILITY REFUND	05/13/2020	1.01	.00	21-4600 SEWER USER FEES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2004	UTILITY REFUND #9	150560.05		BRENNAN SCOTT OCONNOR, 1270 N ANDREW DR, UTILITY REFUND	05/13/2020	1.05	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 150560.05:						79.54	.00					
2004	UTILITY REFUND #9	161040.02		BRYAN SHENK, 1175 N CATERPILLAR AVE, UTILITY REFUND	05/13/2020	13.48	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	161040.02		BRYAN SHENK, 1175 N CATERPILLAR AVE, UTILITY REFUND	05/13/2020	12.99	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	161040.02		BRYAN SHENK, 1175 N CATERPILLAR AVE, UTILITY REFUND	05/13/2020	9.85	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 161040.02:						36.32	.00					
2004	UTILITY REFUND #9	174205.00		CBH, 853 S RANGIPO AVE, UTILITY REFUND	05/11/2020	97.10	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	174205.00		CBH, 853 S RANGIPO AVE, UTILITY REFUND	05/11/2020	48.64	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	174205.00		CBH, 853 S RANGIPO AVE, UTILITY REFUND	05/11/2020	33.99	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 174205.00:						179.73	.00					
2004	UTILITY REFUND #9	174207.00		CBH, 1520 W ATACAMA DR, UTILITY REFUND	04/29/2020	17.17	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	174207.00		CBH, 1520 W ATACAMA DR, UTILITY REFUND	04/29/2020	15.47	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	174207.00		CBH, 1520 W ATACAMA DR, UTILITY REFUND	04/29/2020	29.76	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 174207.00:						62.40	.00					
2004	UTILITY REFUND #9	200130.03		RACHELLE TAYLOR, 183 E WOOD OWL DR, UTILITY REFUND	05/13/2020	10.52	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	200130.03		RACHELLE TAYLOR, 183 E WOOD OWL DR, UTILITY REFUND	05/13/2020	13.16	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	200130.03		RACHELLE TAYLOR, 183 E WOOD OWL DR, UTILITY REFUND	05/13/2020	13.11	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 200130.03:						36.79	.00					
2004	UTILITY REFUND #9	241017.00		HATHAWAY HOMES LLC, 294 N BAY HAVEN AVE, UTILITY REFUND	05/08/2020	122.94	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	241017.00		HATHAWAY HOMES LLC, 294 N BAY HAVEN AVE, UTILITY REFUND	05/08/2020	2.41	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	241017.00		HATHAWAY HOMES LLC, 294 N BAY HAVEN AVE, UTILITY REFUND	05/08/2020	1.83	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 241017.00:						127.18	.00					
2004	UTILITY REFUND #9	250465.02		KEITH R BYCE, 826 W PLAYGROUND ST, UTILITY REFUND	05/13/2020	2.72	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	250465.02		KEITH R BYCE, 826 W PLAYGROUND ST, UTILITY REFUND	05/13/2020	3.07	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	250465.02		KEITH R BYCE, 826 W PLAYGROUND ST, UTILITY REFUND	05/13/2020	2.51	.00	26-4975 SOLID WASTE USER FEES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 250465.02:						8.30	.00					
2004	UTILITY REFUND #9	280375.02		BENJAMIN S WOOD, 2129 N CITRINE AVE, UTILITY REFUND	05/13/2020	34.62	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	280375.02		BENJAMIN S WOOD, 2129 N CITRINE AVE, UTILITY REFUND	05/13/2020	33.14	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	280375.02		BENJAMIN S WOOD, 2129 N CITRINE AVE, UTILITY REFUND	05/13/2020	27.97	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 280375.02:						95.73	.00					
2004	UTILITY REFUND #9	281021.00		TODD CAMPBELL CUSTOM HOMES, 2050 N SUNSET FARMS AVE, UTILITY REFUND	04/29/2020	62.70	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	281021.00		TODD CAMPBELL CUSTOM HOMES, 2050 N SUNSET FARMS AVE, UTILITY REFUND	04/29/2020	4.90	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 281021.00:						67.60	.00					
2004	UTILITY REFUND #9	302323.00		STYLISH HOMES, 8915 S LA PAMPA WAY, UTILITY REFUND	05/08/2020	77.11	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	302323.00		STYLISH HOMES, 8915 S LA PAMPA WAY, UTILITY REFUND	05/08/2020	22.24	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	302323.00		STYLISH HOMES, 8915 S LA PAMPA WAY, UTILITY REFUND	05/08/2020	17.03	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 302323.00:						116.38	.00					
2004	UTILITY REFUND #9	302341.00		STYLISH HOMES, 658 E TUCMAN ST, UTILITY REFUND	04/29/2020	30.53	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	302341.00		STYLISH HOMES, 658 E TUCMAN ST, UTILITY REFUND	04/29/2020	23.28	.00	21-4600 SEWER USER FEES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 302341.00:						53.81	.00					
2004	UTILITY REFUND #9	303235.02A		KELLY A ORTEGA, 2354 N HOSE GULCH AVE, UTILITY REFUND	05/22/2020	85.53	.00	20-4500 METERED WATER SALES	0	5/20		
Total 303235.02A:						85.53	.00					
2004	UTILITY REFUND #9	320069.00		HAYDEN HOMES, 1849 E CAVE FALLS ST, UTILITY REFUND	05/04/2020	64.77	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	320069.00		HAYDEN HOMES, 1849 E CAVE FALLS ST, UTILITY REFUND	05/04/2020	1.48	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	320069.00		HAYDEN HOMES, 1849 E CAVE FALLS ST, UTILITY REFUND	05/04/2020	1.91	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 320069.00:						68.16	.00					
2004	UTILITY REFUND #9	320070.00		HAYDEN HOMES, 1833 E CAVE FALLS ST, UTILITY REFUND	04/29/2020	6.35	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	320070.00		HAYDEN HOMES, 1833 E CAVE FALLS ST, UTILITY REFUND	04/29/2020	24.88	.00	21-4600 SEWER USER FEES	0	5/20		
Total 320070.00:						31.23	.00					
2004	UTILITY REFUND #9	320085.00		HAYDEN HOMES, 1818 E CAVE FALLS STREET, UTILITY REFUND	04/29/2020	17.84	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	320085.00		HAYDEN HOMES, 1818 E CAVE FALLS STREET, UTILITY REFUND	04/29/2020	1.38	.00	21-4600 SEWER USER FEES	0	5/20		
Total 320085.00:						19.22	.00					
2004	UTILITY REFUND #9	320088.00		HAYDEN HOMES, 1866 E CAVE FALLS ST, UTILITY REFUND	05/08/2020	64.75	.00	20-4500 METERED WATER SALES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2004	UTILITY REFUND #9	320088.00		HAYDEN HOMES, 1866 E CAVE FALLS ST, UTILITY REFUND	05/08/2020	1.94	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	320088.00		HAYDEN HOMES, 1866 E CAVE FALLS ST, UTILITY REFUND	05/08/2020	2.92	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 320088.00:						69.61	.00					
2004	UTILITY REFUND #9	330152.00		TOLL BROS INC, 1053 E WHITETAIL ST, UTILITY REFUND	05/08/2020	5.88	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330152.00		TOLL BROS INC, 1053 E WHITETAIL ST, UTILITY REFUND	05/08/2020	9.02	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330152.00		TOLL BROS INC, 1053 E WHITETAIL ST, UTILITY REFUND	05/08/2020	4.13	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330152.00:						19.03	.00					
2004	UTILITY REFUND #9	330187.00		TOLL BROS INC, 1736 N GREENVILLE AVE, UTILITY REFUND	04/29/2020	25.99	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330187.00		TOLL BROS INC, 1736 N GREENVILLE AVE, UTILITY REFUND	04/29/2020	25.72	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330187.00		TOLL BROS INC, 1736 N GREENVILLE AVE, UTILITY REFUND	04/29/2020	21.16	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330187.00:						72.87	.00					
2004	UTILITY REFUND #9	330196.00		TOLL BROS INC, 942 E WHITETAIL ST, UTILITY REFUND	05/04/2020	18.63	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330196.00		TOLL BROS INC, 942 E WHITETAIL ST, UTILITY REFUND	05/04/2020	25.52	.00	21-4600 SEWER USER FEES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2004	UTILITY REFUND #9	330196.00		TOLL BROS INC, 942 E WHITETAIL ST, UTILITY REFUND	05/04/2020	10.89	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330196.00:						55.04	.00					
2004	UTILITY REFUND #9	330197.00		TOLL BROS INC, 964 E WHITETAIL ST, UTILITY REFUND	05/08/2020	18.63	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330197.00		TOLL BROS INC, 964 E WHITETAIL ST, UTILITY REFUND	05/08/2020	25.52	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330197.00		TOLL BROS INC, 964 E WHITETAIL ST, UTILITY REFUND	05/08/2020	10.89	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330197.00:						55.04	.00					
2004	UTILITY REFUND #9	330221.00		TOLL BROS INC, 1258 E IMLAY ST, UTILITY REFUND	04/29/2020	23.17	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330221.00		TOLL BROS INC, 1258 E IMLAY ST, UTILITY REFUND	04/29/2020	21.24	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330221.00		TOLL BROS INC, 1258 E IMLAY ST, UTILITY REFUND	04/29/2020	17.01	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330221.00:						61.42	.00					
2004	UTILITY REFUND #9	330231.00		TOLL BROS INC, 1220 E TIMBER TRAIL DR, UTILITY REFUND	04/29/2020	37.42	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330231.00		TOLL BROS INC, 1220 E TIMBER TRAIL DR, UTILITY REFUND	04/29/2020	10.73	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330231.00		TOLL BROS INC, 1220 E TIMBER TRAIL DR, UTILITY REFUND	04/29/2020	16.20	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 330231.00:						64.35	.00					
2004	UTILITY REFUND #9	330233.00		TOLL BROS INC, 1902 N HOSE GULCHWAY, UTILITY REFUND	05/08/2020	11.77	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330233.00		TOLL BROS INC, 1902 N HOSE GULCHWAY, UTILITY REFUND	05/08/2020	16.01	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330233.00		TOLL BROS INC, 1902 N HOSE GULCHWAY, UTILITY REFUND	05/08/2020	7.01	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330233.00:						34.79	.00					
2004	UTILITY REFUND #9	340029.01		CBH, 1555 W BUFFALO RIVER DR, UTILITY REFUND	05/04/2020	80.32	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	340029.01		CBH, 1555 W BUFFALO RIVER DR, UTILITY REFUND	05/04/2020	51.46	.00	21-4600 SEWER USER FEES	0	5/20		
Total 340029.01:						131.78	.00					
2004	UTILITY REFUND #9	340069.01		CBH, 1468 W MALAD RIVER ST, UTILITY REFUND	04/29/2020	30.71	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	340069.01		CBH, 1468 W MALAD RIVER ST, UTILITY REFUND	04/29/2020	7.49	.00	21-4600 SEWER USER FEES	0	5/20		
Total 340069.01:						38.20	.00					
2004	UTILITY REFUND #9	92130.01		BEVERLY PHILLIPS, 1398 N DREDGE AVE, UTILITY REFUND	05/20/2020	2.34	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	92130.01		BEVERLY PHILLIPS, 1398 N DREDGE AVE, UTILITY REFUND	05/20/2020	96.97	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	92130.01		BEVERLY PHILLIPS, 1398 N DREDGE AVE, UTILITY REFUND	05/20/2020	6.38	.00	26-4975 SOLID WASTE USER FEES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 92130.01:						105.69	.00					
Total UTILITY REFUND #9:						2,073.84	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9853529888		CELL PHONE SERVICE, 3/29-4/28/20 - ADMIN	04/28/2020	141.22	.00	01-6255 TELEPH0NE	0	5/20		
1575	VERIZON WIRELESS	9853529888		CELL PHONE SERVICE, 3/29-4/28/20 - P & Z	04/28/2020	53.64	.00	01-6255 TELEPH0NE	1003	5/20		
1575	VERIZON WIRELESS	9853529888		CELL PHONE SERVICE, 3/29-4/28/20 - PARKS	04/28/2020	523.71	.00	01-6255 TELEPH0NE	1004	5/20		
1575	VERIZON WIRELESS	9853529888		CELL PHONE SERVICE, 3/29-4/28/20 - BUILDING INSPECTION	04/28/2020	95.39	.00	01-6255 TELEPH0NE	1005	5/20		
1575	VERIZON WIRELESS	9853529888		CELL PHONE SERVICE, 3/29-4/28/20 - WATER	04/28/2020	468.90	.00	20-6255 TELEPH0NE EXPENSE	0	5/20		
1575	VERIZON WIRELESS	9853529888		CELL PHONE SERVICE, 3/29-4/28/20 - SEWER	04/28/2020	553.06	.00	21-6255 TELEPH0NE EXPENSE	0	5/20		
1575	VERIZON WIRELESS	9853529888		CELL PHONE SERVICE, 3/29-4/28/20 - P.I	04/28/2020	128.00	.00	25-6255 TELEPH0NE EXPENSE	0	5/20		
1575	VERIZON WIRELESS	9853529888		CELL PHONE SERVICE, 3/29-4/28/20 - ECONOMIC DEVELOPMENT	04/28/2020	46.76	.00	01-6255 TELEPH0NE	4000	5/20		
Total 9853529888:						2,010.68	.00					
Total VERIZON WIRELESS:						2,010.68	.00					
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	200958		WIPES AND DISINFECTANT FOR COVID, B. WITHROW, MAY. '20	05/18/2020	1,121.89	.00	01-6025 JANITORIAL	1004	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 200958:						1,121.89	.00					
Total WESTERN STATES CHEM:						1,121.89	.00					
XYLEM WATER SOLUTIONS U.S.A., INC.												
1623	XYLEM WATER SOLUTIONS U.S.A., INC.	401007870	9712	REPAIR ON MIXER, BASIC REPAIR KIT, REPLACED STATOR, T. SHAFFER, MAY. '20	05/13/2020	3,715.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
Total 401007870:						3,715.00	.00					
1623	XYLEM WATER SOLUTIONS U.S.A., INC.	401007871		TROUBLESHOOTING MIXER, T.SHAFFER, MAY. '20	05/13/2020	130.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
Total 401007871:						130.00	.00					
Total XYLEM WATER SOLUTIONS U.S.A., INC.:						3,845.00	.00					
ZAMP INC												
2033	ZAMP INC	30922		DAILY PROTECTIVE MASKS FOR BUSINESSES, L.HOLLAND, MAY'20	05/20/2020	67.50	.00	01-6160 MISCELLANE0US EXPENSES	4000	5/20		
Total 30922:						67.50	.00					
2033	ZAMP INC	30947	10061	DAILY PROTECTIVE MASKS FOR BUSINESSES, L.HOLLAND, MAY'20	05/20/2020	112.50	.00	01-6160 MISCELLANE0US EXPENSES	4000	5/20		
Total 30947:						112.50	.00					
Total ZAMP INC:						180.00	.00					
Grand Totals:						270,712.40	129,198.93					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

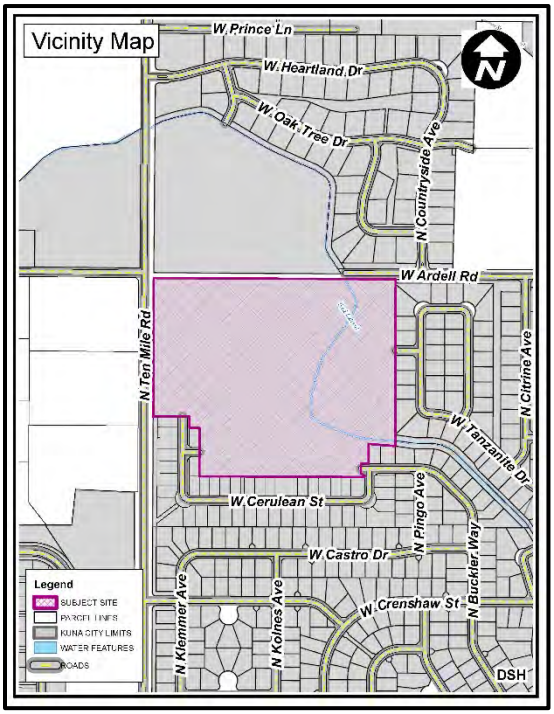
_____

City Treasurer: _____

City of Kuna
City Council
Staff Memo

P.O. Box 13
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.ld.gov

To:	**Kuna City Council**
Case Number:	20-08-FP (Final Plat) – Cazador No. 2
Location:	2332 N. Ten Mile Road, Kuna Idaho 83634
Planner:	Doug Hanson, Planner I
Meeting Date:	June 2, 2020
Applicant/ Owner:	DB Development, LLC 6152 W. Half Moon Lane Eagle, ID 83616 208.850.0591
Representative:	KM Engineering 9233 W. State Street Boise, ID 83714 208.639.6939 kgrabo@kmengllp.com



A. General Project Facts:

1. KM Engineering is requesting final plat approval for Cazador No. 2 which has fifty (50) residential building lots and ten (10) common lots on a total of approximately 11.36 acres (Ada County Assessor Parcel No. S1314325500).

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Cazador No. 2.
2. Staff has determined that the proposed final plat for Cazador No. 2 is in conformance with the approved preliminary plat.

C. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 50, Chapter 13, Plats and Vacations.

D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes to bring the final plat into conformance as recommended by Kuna Public Works Staff.
2. Upon City Council Council's approval, no revisions shall be made to the final plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.

Received
3.17.20

City of Kuna
Planning & Zoning Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	20-08-FP
Project name	CAZADOR NO. 2
Date Received	3.17.20
Date Accepted/ Complete	4.14.20
Cross Reference Files	———
Commission Hearing Date	———
City Council Hearing Date	5.19.20

Type of Review (check all that apply):

- ☐ Annexation
- ☐ Appeal
- ☐ Comprehensive Plan Amendment
- ☐ Design Review
- ☐ Development Agreement
- ☐ Final Planned Unit Development
- ☒ Final Plat
- ☐ Lot Line Adjustment
- ☐ Lot Split
- ☐ Planned Unit Development
- ☐ Preliminary Plat
- ☐ Rezone
- ☐ Special Use
- ☐ Temporary Business
- ☐ Vacation
- ☐ Variance

Contact/Applicant Information

Owners of Record: DB Development, LLC	Phone Number: 208.850.0591
Address: 6152 West Half Moon Lane	E-Mail: timothyeck@me.com
City, State, Zip: Eagle, Idaho 83616	Fax #:
Applicant ~~(Developer)~~: same	Phone Number:
Address:	E-Mail:
City, State, Zip:	Fax #:
Engineer/Representative: KM Engineering, LLP	Phone Number: 208.639.6939
Address: 9233 West State Street	E-Mail: kgrabo@kmengllp.com
City, State, Zip: Boise, Idaho 83714	Fax #: 208.639.6930

Subject Property Information

Site Address: 2332 North Ten Mile Rd	
Site Location (Cross Streets): SEC of Ten Mile Rd & Ardell Rd	
Parcel Number (s): S1314325500	
Section, Township, Range: Sec 14, T2N, R1W	
Property size : 11.36 acres	
Current land use: Ag	Proposed land use: SFR Subdivision
Current zoning district: R-6	Proposed zoning district: R-6

Project Description

Project / subdivision name: Cazador Subdivision No. 2

General description of proposed project / request: single-family residential subdivision consisting of 50 buildable lots, 10 common lots.

Type of use proposed (check all that apply):

- [X] Residential single-family detached
- [ ] Commercial
- [ ] Office
- [ ] Industrial
- [ ] Other

Amenities provided with this development (if applicable): community pool w/changing rooms, walking paths and open areas.

Residential Project Summary (if applicable)

Are there existing buildings? [ ] Yes [X] No

Please describe the existing buildings:

Any existing buildings to remain? [ ] Yes [X] No

Number of residential units: 50 Number of building lots: 50

Number of common and/or other lots: 10

Type of dwellings proposed:

- [X] Single-Family detached
- [ ] Townhouses
- [ ] Duplexes
- [ ] Multi-Family
- [ ] Other

Minimum Square footage of structure (s): n/a

Gross density (DU/acre-total property): 4.4 Net density (DU/acre-excluding roads): 5.74

Percentage of open space provided: 12.5% Acreage of open space: 1.42

Type of open space provided (i.e. landscaping, public, common, etc.): landscaping, pathways

Non-Residential Project Summary (if applicable)

Number of building lots: Other lots:

Gross floor area square footage: Existing (if applicable):

Hours of operation (days & hours): Building height:

Total number of employees: Max. number of employees at one time:

Number and ages of students/children: Seating capacity:

Fencing type, size & location (proposed or existing to remain):

Proposed Parking:
a. Handicapped spaces: Dimensions:
b. Total Parking spaces: Dimensions:
c. Width of driveway aisle:

Proposed Lighting:

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.):

Applicant's Signature: Date: 3.16.20

City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Final Plat Checklist

A final plat application does not require a public hearing. It will be placed on the City Council agenda as a regular agenda item.

Project name: Cazador Subdivision No. 2 **Applicant:** DB Development, LLC

All applications are required to contain one copy of the following:

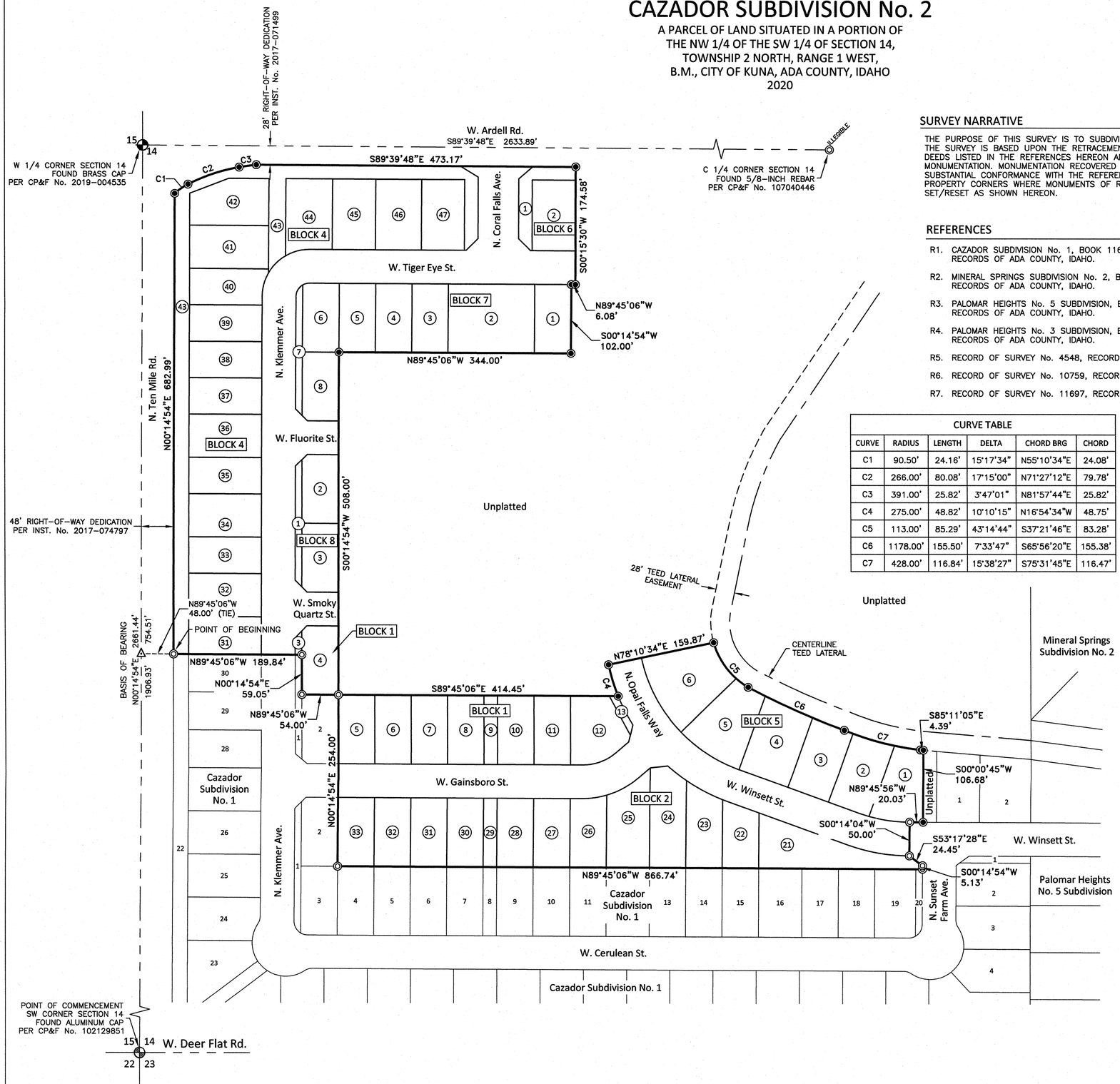
Applicant (√)	Description	Staff (√)
X	Completed and signed Commission & Council Review Application.	
X	All pages of the proposed Final Plat.	
X	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
X	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	
X	Proof of current ownership of the real property included in the proposed final plat and written consent of the record owners of the final plat (Affidavit of Legal Interest) for all interested parties involved.	
to be provided	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	
X	A statement of conformance with the following information: ◊ The approved preliminary plat and meeting all requirements or conditions. ◊ The acceptable engineering practices and local standards.	
X	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	
X	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a meeting date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.

PLAT OF
CAZADOR SUBDIVISION No. 2

A PARCEL OF LAND SITUATED IN A PORTION OF
THE NW 1/4 OF THE SW 1/4 OF SECTION 14,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2020



SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.

REFERENCES

R1. CAZADOR SUBDIVISION No. 1, BOOK 116, PAGES 17,569–17571, RECORDS OF ADA COUNTY, IDAHO.

R2. MINERAL SPRINGS SUBDIVISION No. 2, BOOK 97, PAGES 12332–12334, RECORDS OF ADA COUNTY, IDAHO.

R3. PALOMAR HEIGHTS No. 5 SUBDIVISION, BOOK 82, PAGES 9045–9047, RECORDS OF ADA COUNTY, IDAHO.

R4. PALOMAR HEIGHTS No. 3 SUBDIVISION, BOOK 79, PAGES 8474–8476, RECORDS OF ADA COUNTY, IDAHO.

R5. RECORD OF SURVEY No. 4548, RECORDS OF ADA COUNTY, IDAHO.

R6. RECORD OF SURVEY No. 10759, RECORDS OF ADA COUNTY, IDAHO.

R7. RECORD OF SURVEY No. 11697, RECORDS OF ADA COUNTY, IDAHO.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	90.50'	24.16'	15°17'34"	N55°10'34"E	24.08'
C2	266.00'	80.08'	17°15'00"	N71°27'12"E	79.78'
C3	391.00'	25.82'	3°47'01"	N81°57'44"E	25.82'
C4	275.00'	48.82'	10°10'15"	N16°54'34"W	48.75'
C5	113.00'	85.29'	43°14'44"	S37°21'46"E	83.28'
C6	1178.00'	155.50'	7°33'47"	S65°56'20"E	155.38'
C7	428.00'	116.84'	15°38'27"	S75°31'45"E	116.47'

SHEET INDEX

SHEET 1 – OVERALL SUBDIVISION MAP AND LEGEND
SHEET 2 – DETAIL PLAT MAP AND NOTES
SHEET 3 – DETAIL PLAT MAP, CURVE AND LINE TABLES
SHEET 4 – CERTIFICATE OF OWNERS
SHEET 5 – CERTIFICATES AND APPROVALS

N

0 50 100 200 300

SCALE: 1"=100'

LEGEND

- FOUND BRASS CAP AS NOTED
- FOUND ALUMINUM CAP AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459" UNLESS NOTED OTHERWISE
- FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459" UNLESS NOTED OTHERWISE
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- SET BRASS PLUG (WITH MAGNETIC INSERT) MARKED "ALB PLS 12459"
- (38) LOT NUMBER
- 14 LOT NUMBER PER CAZADOR SUBDIVISION No. 1
- W.C. WITNESS CORNER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- SECTION LINE
- ROAD/LATERAL CENTERLINE
- EASEMENT LINE
- ACHD EASEMENT (SEE NOTE 12)
- INGRESS/EGRESS EASEMENT (SEE NOTE 13)

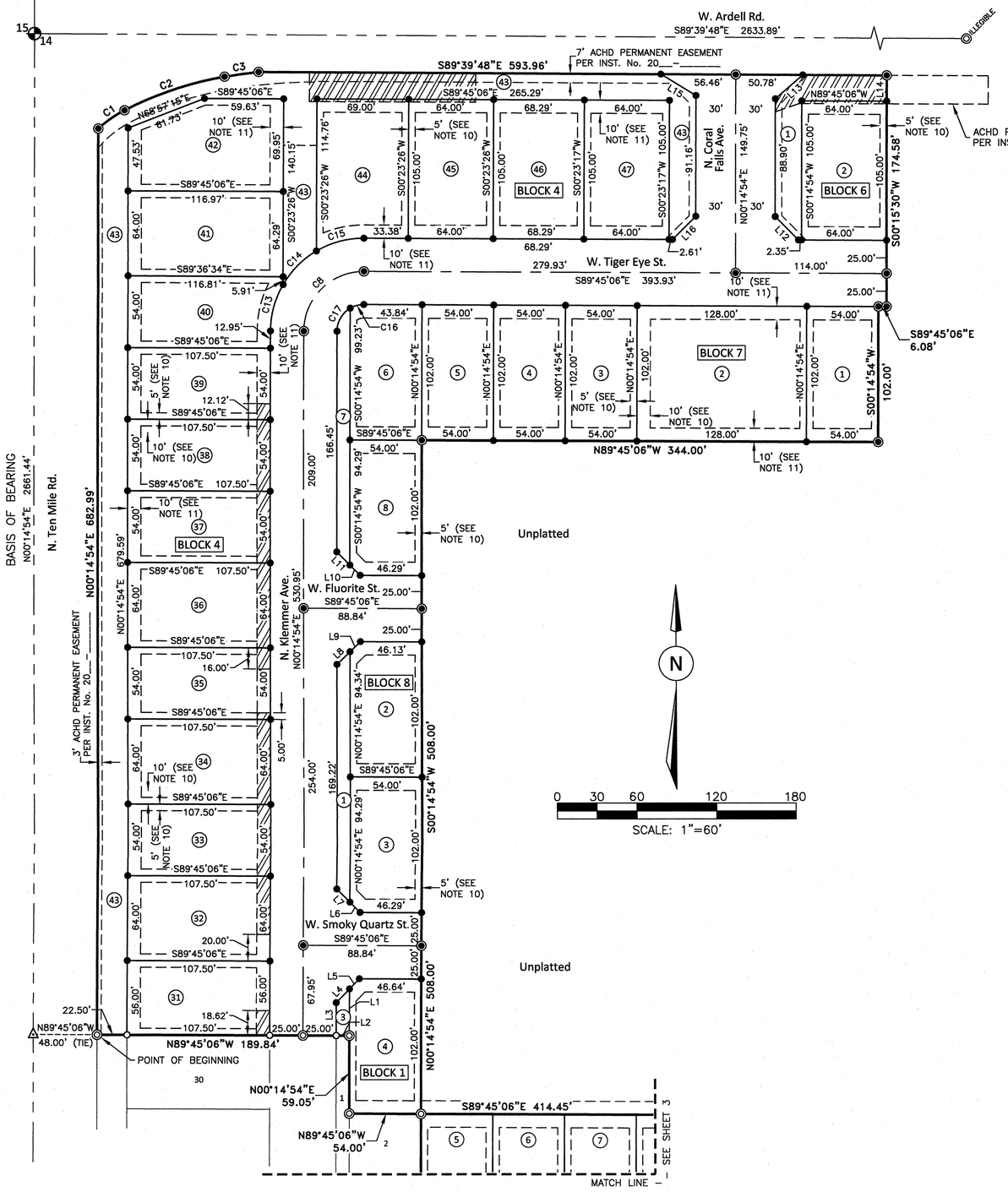
PROFESSIONAL LAND SURVEYOR
REGISTERED
12459
STATE OF IDAHO
AARON L. BALLARD
2-26-2020

DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO

km ENGINEERING
ENGINEERS . SURVEYORS . PLANNERS
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

JOB NO. 19-018	SHEET 1 OF 5

PLAT OF
CAZADOR SUBDIVISION No. 2



NOTES

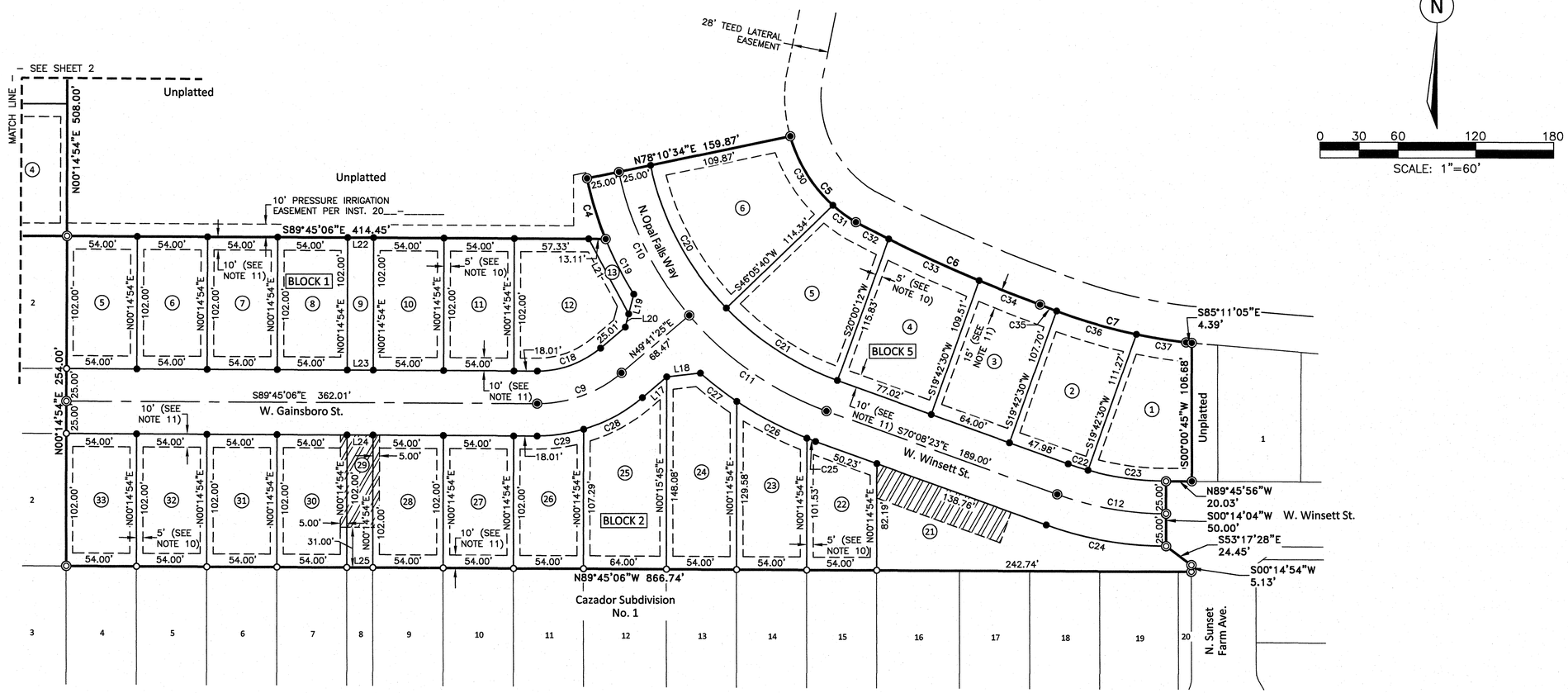
1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET THE MINIMAL DIMENSIONAL STANDARDS AS REQUIRED IN THE CITY OF KUNA ZONING ORDINANCE.
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF RESUBDIVISION.
3. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
4. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
5. REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
6. DIRECT LOT OR PARCEL ACCESS TO NORTH TEN MILE ROAD AND/OR WEST ARDELL ROAD IS PROHIBITED.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
8. IRRIGATION WATER HAS BEEN PROVIDED FROM THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
9. LOTS 3, 9 AND 13, BLOCK 1, LOTS 21 AND 29, BLOCK 2, LOT 43, BLOCK 4, LOT 1, BLOCK 6, LOTS 2 AND 7, BLOCK 7 AND LOT 1, BLOCK 8 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE CAZADOR SUBDIVISION HOMEOWNER'S ASSOCIATION, OR ASSIGNS. WITH THE EXCEPTION OF LOT 2, BLOCK 7, THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND CITY OF KUNA PRESSURE IRRIGATION. LOT 2, BLOCK 7 IS A FUTURE COMMUNITY CLUBHOUSE/POOL LOT AND IS SUBJECT TO THE EASEMENTS PER NOTES 10 AND 11.
10. UNLESS OTHERWISE SHOWN, ALL INTERIOR SIDE LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT, EACH SIDE, FOR CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE.
11. UNLESS OTHERWISE SHOWN, ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE PERMANENT EASEMENT FOR CITY OF KUNA IRRIGATION AND LOT DRAINAGE. ALL FRONT LOT LINES COMMON TO THE PUBLIC RIGHT-OF-WAYS CONTAIN A 10.00 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA STREET LIGHTS, CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF DRIVEWAYS AND SIDEWALKS TO EACH LOT.
12. PORTIONS OF LOTS 21, AND 28-30, BLOCK 2, LOTS 31-39 AND 43-45, BLOCK 4 AND LOTS 1 AND 2, BLOCK 6 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015, AS INSTRUMENT No. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302, IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
13. A PORTION OF LOT 43, BLOCK 4, AS SHOWN HEREON IS SUBJECT TO AN EASEMENT FOR A COMMON DRIVEWAY TO PROVIDE ACCESS TO LOTS 41 AND 42, BLOCK 4. SEE THE SUBDIVISION COVENANT'S, CONDITIONS AND RESTRICTIONS FOR MAINTENANCE AND REPAIR RESPONSIBILITIES OF SAID COMMON DRIVEWAY.
14. THIS PLAT IS SUBJECT TO AN ACHD LANDSCAPE LICENSE AGREEMENT PER INSTRUMENT No. 20___-_____, RECORDS OF ADA COUNTY, IDAHO.
15. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE ON FILED AT THE ADA COUNTY RECORDER'S OFFICE AS INSTRUMENT No. 20___-_____, AND MAY BE AMENDED FROM TIME TO TIME.
16. THE HOMEOWNERS' ASSOCIATION (HOA), IT'S OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO A FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.
17. MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY. SUCH LOTS MUST REMAIN FREE OF ENCROACHMENTS AND OBSTRUCTIONS TO SAID IRRIGATION/DRAINAGE FACILITIES.

PROFESSIONAL LAND SURVEYOR
REGISTERED
12459
STATE OF IDAHO
AARON L. BALLARD
2-26-2020

DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO

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ENGINEERS . SURVEYORS . PLANNERS
9233 WEST STATE STREET
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PHONE (208) 639-6939
FAX (208) 639-6930

PLAT OF
CAZADOR SUBDIVISION No. 2



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	90.50'	24.16'	15°17'34"	N55°10'34"E	24.08'
C2	266.00'	80.08'	17°15'00"	N71°27'12"E	79.78'
C3	391.00'	25.82'	3°47'01"	S81°57'44"W	25.82'
C4	275.00'	48.82'	10°10'15"	N16°54'34"W	48.75'
C5	113.00'	85.29'	43°14'44"	S37°21'46"E	83.28'
C6	1178.00'	155.50'	7°33'47"	S65°56'20"E	155.38'
C7	428.00'	116.84'	15°38'27"	S75°31'45"E	116.47'
C8	45.00'	70.69'	90°00'00"	S45°14'54"W	63.64'
C9	100.00'	70.79'	40°33'29"	N69°58'10"E	69.32'
C10	250.00'	124.29'	28°29'09"	S26°04'01"E	123.02'
C11	250.00'	130.16'	29°49'48"	S55°13'29"E	128.69'
C12	250.00'	85.63'	19°37'33"	S79°57'10"E	85.22'
C13	70.00'	36.48'	29°51'31"	S15°10'39"W	36.07'
C14	70.00'	36.08'	29°31'48"	S44°52'19"W	35.68'
C15	70.00'	37.40'	30°36'41"	S74°56'33"W	36.96'
C16	20.00'	10.66'	30°31'39"	S74°59'04"W	10.53'
C17	20.00'	20.76'	59°28'21"	S29°59'04"W	19.84'
C18	75.00'	53.09'	40°33'29"	N69°58'10"E	51.99'
C19	275.00'	45.79'	9°32'26"	N26°45'54"W	45.74'
C20	225.00'	125.98'	32°04'54"	S27°51'53"E	124.34'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C21	225.00'	103.02'	26°14'03"	S57°01'22"E	102.12'
C22	225.00'	16.04'	4°05'00"	S72°10'53"E	16.03'
C23	225.00'	61.04'	15°32'33"	S81°59'40"E	60.85'
C24	275.00'	94.20'	19°37'33"	S79°57'10"E	93.74'
C25	275.00'	7.12'	1°29'04"	S69°23'51"E	7.12'
C26	275.00'	60.97'	12°42'14"	S62°18'12"E	60.85'
C27	275.00'	35.51'	7°23'52"	S52°15'09"E	35.48'
C28	125.00'	51.97'	23°49'23"	N61°36'07"E	51.60'
C29	125.00'	36.51'	16°44'05"	N81°52'51"E	36.38'
C30	113.00'	63.36'	32°07'39"	N31°48'13"W	62.54'
C31	113.00'	21.93'	11°07'05"	N53°25'35"W	21.89'
C32	1178.00'	28.47'	1°23'04"	N62°50'59"W	28.47'
C33	1178.00'	76.71'	3°43'52"	N65°24'27"W	76.70'
C34	1178.00'	50.32'	2°26'50"	N68°29'48"W	50.31'
C35	428.00'	13.72'	1°50'12"	N68°37'38"W	13.72'
C36	428.00'	64.18'	8°35'32"	N73°50'30"W	64.12'
C37	428.00'	38.93'	5°12'43"	N80°44'37"W	38.92'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°14'54"E	35.19
L2	N89°45'06"W	9.84
L3	S0°14'54"W	24.80
L4	S43°42'45"W	14.31
L5	S43°42'45"W	10.69
L6	S44°45'06"E	10.90
L7	S44°45'06"E	13.92
L8	S46°01'45"W	13.73
L9	S46°01'45"W	10.98
L10	S44°45'06"E	10.90
L11	S44°45'06"E	13.92
L12	S44°45'06"E	24.95
L13	N49°08'39"E	27.57
L14	N0°17'34"E	19.58
L15	N58°32'40"W	30.94
L16	S45°14'54"W	24.95
L17	N49°41'25"E	24.68
L18	N83°24'21"E	26.00
L19	N14°30'28"E	15.70
L20	N14°30'28"E	10.47

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S28°04'00"E	65.40
L22	S89°45'06"E	20.00
L23	S89°45'06"E	20.00
L24	S89°45'06"E	20.00
L25	N89°45'06"W	20.00

PROFESSIONAL LAND SURVEYOR
REGISTERED
12459
STATE OF IDAHO
AARON L. BALLARD
2·26·2020

DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO

km ENGINEERING
ENGINEERS . SURVEYORS . PLANNERS
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

PLAT OF
CAZADOR SUBDIVISION No. 2

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PARCEL OF LAND SITUATED IN A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M., CITY OF KUNA, ADA COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 14, WHICH BEARS S00°14'54"W A DISTANCE OF 2,661.44 FEET FROM A FOUND BRASS CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 14, THENCE FOLLOWING THE WESTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14, N00°14'54"E A DISTANCE OF 1,906.93 FEET;
THENCE LEAVING SAID WESTERLY LINE, N89°45'06"W A DISTANCE OF 48.00 FEET TO A FOUND 5/8-INCH REBAR MARKING THE NORTHWEST CORNER OF CAZADOR SUBDIVISION NO. 1 (BOOK 116 OF PLATS AT PAGES 17,569 THROUGH 17,571, RECORDS OF ADA COUNTY, IDAHO) ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH TEN MILE ROAD AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID WESTERLY RIGHT-OF-WAY LINE, N00°14'54"E A DISTANCE OF 682.99 FEET TO A SET 5/8-INCH REBAR ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST ARDELL ROAD;
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, 24.16 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 90.50 FEET, A DELTA ANGLE OF 15°17'34", A CHORD BEARING OF N55°10'34"E AND A CHORD DISTANCE OF 24.08 FEET TO A SET 5/8-INCH REBAR;
THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, 80.08 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 266.00 FEET, A DELTA ANGLE OF 17°15'00", A CHORD BEARING OF N71°27'12"E AND A CHORD DISTANCE OF 79.78 FEET TO A SET 5/8-INCH REBAR;
THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, 25.82 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 391.00 FEET, A DELTA ANGLE OF 3°47'01", A CHORD BEARING OF N81°57'44"E AND A CHORD DISTANCE OF 25.82 FEET TO A SET 5/8-INCH REBAR;
THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, S89°39'48"E A DISTANCE OF 473.17 FEET TO A SET 5/8-INCH REBAR;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, S00°15'30"W A DISTANCE OF 174.58 FEET TO A SET 5/8-INCH REBAR;
THENCE N89°45'06"W A DISTANCE OF 6.08 FEET TO A SET 5/8-INCH REBAR;
THENCE S00°14'54"W A DISTANCE OF 102.00 FEET TO A SET 5/8-INCH REBAR;
THENCE N89°45'06"W A DISTANCE OF 344.00 FEET TO A SET 5/8-INCH REBAR;
THENCE S00°14'54"W A DISTANCE OF 508.00 FEET TO A FOUND 5/8-INCH REBAR ON THE SUBDIVISION BOUNDARY OF SAID CAZADOR SUBDIVISION NO. 1 (NORTHEAST CORNER OF LOT 2, BLOCK 1);
THENCE LEAVING SAID SUBDIVISION BOUNDARY, S89°45'06"E A DISTANCE OF 414.45 FEET TO A SET 5/8-INCH REBAR;
THENCE 48.82 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A DELTA ANGLE OF 10°10'15", A CHORD BEARING OF N16°54'34"W AND A CHORD DISTANCE OF 48.75 FEET TO A SET 5/8-INCH REBAR;
THENCE N78°10'34"E A DISTANCE OF 159.87 FEET TO A SET 5/8-INCH REBAR ON THE BOUNDARY OF THE UNITED STATES TEED LATERAL EASEMENT;
THENCE FOLLOWING SAID EASEMENT THE FOLLOWING FOUR (4) COURSES:

1. 85.29 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 113.00 FEET, A DELTA ANGLE OF 43°14'44", A CHORD BEARING OF S37°21'46"E AND A CHORD DISTANCE OF 83.28 FEET TO A SET 5/8-INCH REBAR;
2. 155.50 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,178.00 FEET, A DELTA ANGLE OF 07°33'47", A CHORD BEARING OF S65°56'20"E AND A CHORD DISTANCE OF 155.38 FEET TO A SET 5/8-INCH REBAR;
3. 116.84 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 428.00 FEET, A DELTA ANGLE OF 15°38'27", A CHORD BEARING OF S75°31'45"E AND A CHORD DISTANCE OF 116.47 FEET TO A SET 5/8-INCH REBAR;
4. S85°11'05"E A DISTANCE OF 4.39 FEET TO A SET 5/8-INCH REBAR;

THENCE LEAVING SAID EASEMENT, S00°00'45"W A DISTANCE OF 106.68 FEET TO A SET 5/8-INCH REBAR ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST WINSETT STREET;
THENCE FOLLOWING SAID NORTHERLY RIGHT-OF-WAY LINE, N89°45'56"W A DISTANCE OF 20.03 FEET TO A FOUND 5/8-INCH REBAR ON THE SUBDIVISION BOUNDARY OF SAID CAZADOR SUBDIVISION NO. 1;
THENCE FOLLOWING SAID SUBDIVISION BOUNDARY THE FOLLOWING EIGHT (8) COURSES:

1. S00°14'04"W A DISTANCE OF 50.00 FEET TO A FOUND 5/8-INCH REBAR;
2. S53°17'28"E A DISTANCE OF 24.45 FEET TO A FOUND 5/8-INCH REBAR;
3. S00°14'54"W A DISTANCE OF 5.13 FEET TO A FOUND 5/8-INCH REBAR;
4. N89°45'06"W A DISTANCE OF 866.74 FEET TO A FOUND 5/8-INCH REBAR;
5. N00°14'54"E A DISTANCE OF 254.00 FEET TO A FOUND 5/8-INCH REBAR;
6. N89°45'06"W A DISTANCE OF 54.00 FEET;
7. N00°14'54"E A DISTANCE OF 59.05 FEET TO A FOUND 5/8-INCH REBAR;
8. N89°45'06"W A DISTANCE OF 189.84 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11.359 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, DEDICATES TO THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM SUEZ WATER IDAHO, INC. AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.

_____
JUSTIN BLACKSTOCK, MANAGER
DB DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
ADA COUNTY)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2020, BY JUSTIN BLACKSTOCK, AS MANAGER OF DB DEVELOPMENT, LLC.

_____
SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF CAZADOR SUBDIVISION No. 2 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____
AARON L. BALLARD, P.L.S. 12459

PROFESSIONAL LAND SURVEYOR
REGISTERED
12459
STATE OF IDAHO
AARON L. BALLARD

2.26.2020

DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO

km ENGINEERING
ENGINEERS . SURVEYORS . PLANNERS
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

PLAT OF
CAZADOR SUBDIVISION No. 2

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE _____ DAY OF _____,2020.

_____
PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF APPROVAL HAVE BEEN SATISFIED.

_____
CITY OF KUNA ENGINEER, P.E. No. _____

_____
DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, A.D. 2020, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

_____
CITY CLERK
KUNA, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____ _____
ADA COUNTY SURVEYOR DATE

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50–1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

_____ _____
HEALTH OFFICER DATE

CERTIFICATE OF ADA COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50–1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

_____ _____
COUNTY TREASURER DATE

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO)
ADA COUNTY) SS

I HEREBY CERTIFY THAT THIS PLAT OF CAZADOR SUBDIVISION No. 2 WAS FILED AT THE REQUEST OF _____ AT ____ MINUTES PAST ____ O'CLOCK __.M., THIS __DAY OF _____, _____ A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK _____ OF PLATS AT PAGES _____ THRU _____.

INSTRUMENT NUMBER _____.

_____ _____
DEPUTY EX–OFFICIO RECORDER

FEE:

PROFESSIONAL LAND SURVEYOR
REGISTERED
12459
STATE OF IDAHO
AARON L. BALLARD
2.26.2020

DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO

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City of Kuna

P.O. Box 13
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www.Kunacity.id.gov

Council Findings of Fact & Conclusions of Law

To: City Council

Case Numbers: 17-02-AN (Annexation), 17-06-S (Prelim. Plat), ***Cazador Subdivision***

Location: South East Corner (SEC) Ten Mile and Ardell Roads, Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Hearing Date: October 17, 2017
Findings of Fact: *November 21, 2017*

Applicant: **N Star Farm, LLC,**
Tim Eck
6152 W. Half Moon Ln.
Eagle, ID, 83616
208.850.0591
Timothyeck@me.com

Engineer: **KM Engineering,**
Kirsti Grabo
9233 W. State St.
Boise, ID, 83714
208.639.6939
kgrabo@kmengllp.com

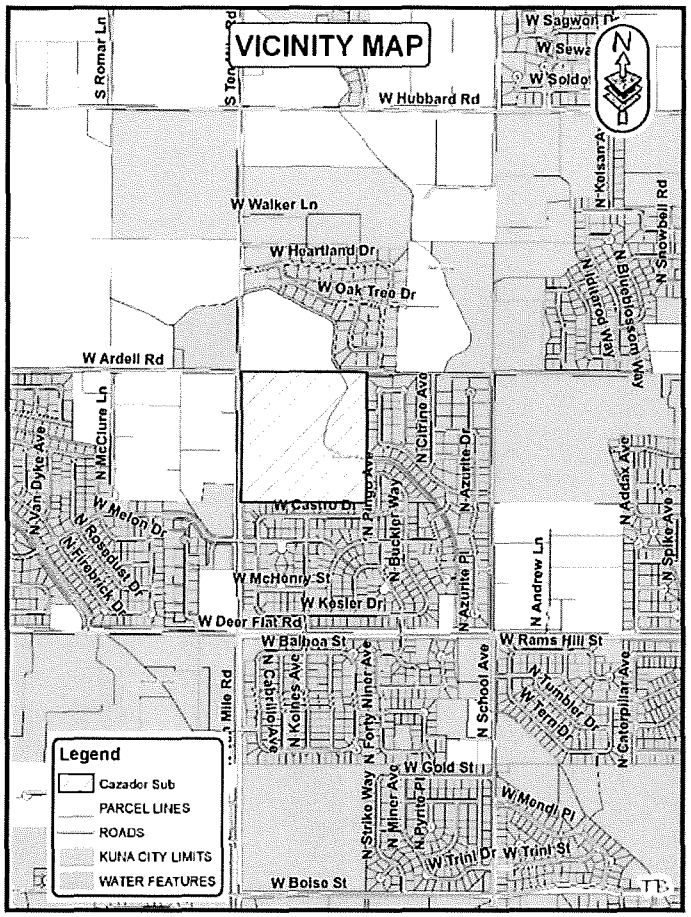


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A. Process and Noticing
B. Applicants Request
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K. Comprehensive Plan Analysis
L. Idaho Code Analysis
M. Conclusions of Law
N. Recommendation to Council
O. Council's Order of Decision

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexations and subdivisions are designated as public hearings, with the Commission as the recommending body, and City Council as the decision making body, and that design review applications are designated as public meetings with Commission as the decision

making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Planning Act.

a. **Notifications**

i.	Neighborhood Meeting	May 17, 2017 (8 persons attended)
ii.	Agency Comment Request	June 26, 2017
iii.	315' Property Owners Notice	October 6, 2017 (sent)
iv.	Kuna, Melba Newspaper	September 20, 2017
v.	Site Posted	October 6, 2017

B. Applicant's Request:

On behalf of N Star Farm, LLC (Owner), Kirsti Grabo with KM Engineering, LLP, is requesting approval for Annexation of approximately 40.20 acres into Kuna City with an R-6 (Medium Density Residential) zone, and a subdivision preliminary plat for 164 buildable lots and 18 common lots and one shared driveway, yielding a proposed density of 4.08 Dwelling Units an Acre (D.U.A.). The subject site is located on the south east corner (SEC) of Ten Mile and Ardell Roads. The property address is 2332 N. Ten Mile Road – Parcel No.; S1314325410.

C. Aerial Map:



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D. Site History:

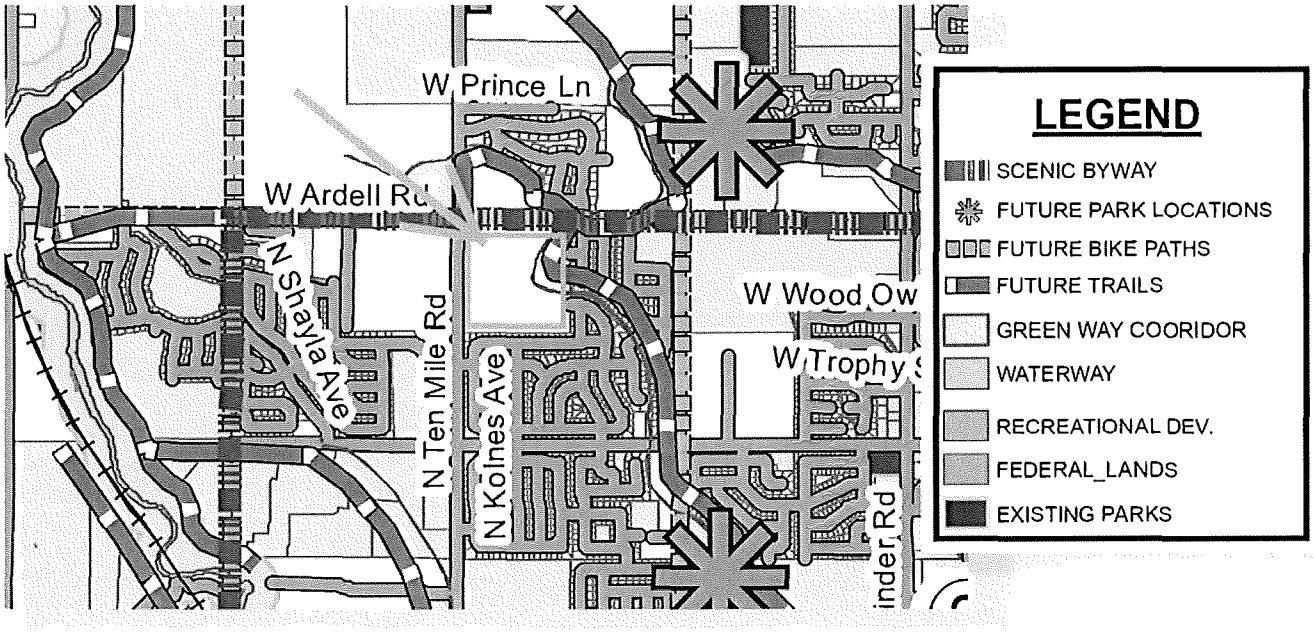
This site is undeveloped and has historically been used for agricultural purposes. The site is adjacent to three Kuna subdivisions and one County Subdivision. This application proposes a total of two phases.

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision making body for the City. This map indicates general land use designations, and is not the actual

zone. The Comp Plan Map identifies this entire site as Medium Density Residential. The range for Medium Density is 4 - 8 D.U.A..

2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail along the southwest boundary of the site, situated along the Mason Creek Feeder. Applicant proposes a significant number of trails throughout the project including one along the Mason Creek.



3. **Surrounding Land Uses:**

North	RR, R-4	Rural Residential, Ada County – Medium Density Residential, Kuna City
South	R-6	Medium Density Residential - Kuna City
East	R-6	Medium Density Residential - Kuna City
West	RUT, C-1	Rural Urban Transition, Ada County & Neighborhood Commercial, Kuna City

4. **Parcel Sizes, Current Zoning, Parcel Number(s):**
   - Project Size: 40.20 acres (approximately)
   - Zoning: RUT; Rural Urban Transition – Ada County
   - Parcel #: S1314325410

5. **Services:**
   Sanitary Sewer– City of Kuna
   Potable Water – City of Kuna
   Irrigation District – Boise-Kuna Irrigation District
   Pressurized Irrigation – City of Kuna (KMID)
   Fire Protection – Kuna Rural Fire District
   Police Protection – Kuna Police (Ada County Sheriff's office)
   Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**

The land is currently used for agricultural purposes. Applicant anticipates the land will continue the historic Agricultural uses until the land develops completely. This site soils in the area are a mix of three Hydrologic Croups; C and D – Group D is the dominant Group.

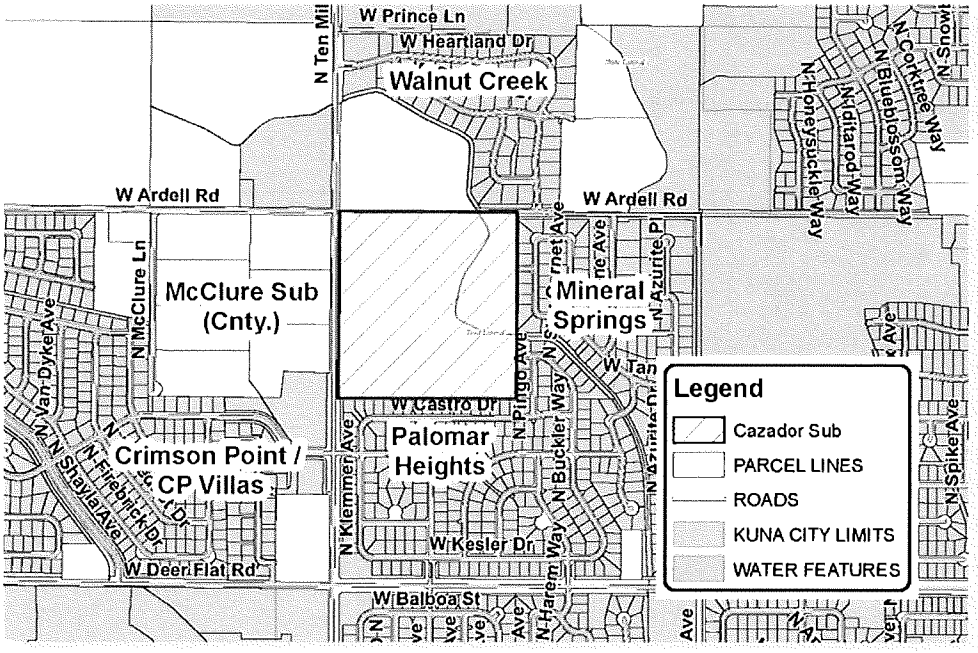
7. **Transportation / Connectivity:**
The applicant proposes extending two stub streets from adjacent subdivisions, two access points onto future Ardell Road and one temporary access on Ten Mile Road. Applicant proposes a temporary access onto Ten Mile Road to comply with Kuna Rural Fire District and EMS needs. When the section of Ardell Road along the north side of the site is complete, the temporary access will be abandoned and turned into a buildable lot (home lot). There are no permanent accesses proposed on Ten Mile Road.

8. **Environmental Issues:**
Beyond being within the Nitrate Priority Area, staff is not aware of any environmental, health or safety conflicts.

9. **Agency Responses:**
The following agencies returned comments which are included with this case file and are included with this report:
- City Engineer (Antonio Conti, P.E.) Exhibit B 1
- Ada County Highway District (Mindy Wallace) Exhibit B 2
- Boise Project Board of Control (Bob Carter) Exhibit B 3
- Central Dist. Health Dept. (Lori Badigian), Exhibit B 4
- COMPASS Idaho (Carl Miller) Exhibit B 5
- Department of Environmental Quality (Aaron Scheff) Exhibit B 6.

F. Staff Analysis:

This parcel touches City limits on all four sides and is eligible for annexation into the City. This parcel is designated on the Kuna Comprehensive Plan Map (Comp Plan Map) as Medium Density Residential (four units to eight units per acre), and is adjacent to multiple City Subdivisions and a County Subdivision. This



project abuts Ten Mile Road, an arterial, and will contribute to a new segment of Ardell Road. All public utilities will be extended to this site. Applicant proposes a new single-family housing development (Density

at 4.08 D.U.A.) to be built over an anticipated 3 phases. It is anticipated full build-out will be achieved in approximately 3 years. The applicant is prepared to adjust their timeline with market demands.

Applicant seeks annexation of approximately 40.20 acres into the City of Kuna. The proposed site touches City limits, therefore, with a proper application from the applicant, the criteria for annexation request in to the City has been met. Applicant seeks an R-6 (Medium Density Residential) zone for the site, which is squarely within the Medium Density range.

Staff has reviewed the preliminary plat for technical compliance with KCC Chapter 6, and has determined that it appears to conform to KCC as required. Applicant proposes one shared driveway in the subdivision. This shared driveway will serve four homes, with a dual purpose by providing access to the Teed Lateral for all residents. As this shared driveway serves multiple uses and audiences, the care and maintenance of the shared drive will be borne by the HOA. As this serves a dual purpose, and the HOA will be permanently responsible for its care and maintenance, staff has no concerns with this proposed shared drive/pathway access. The applicant proposes a temporary (temp) access onto Ten Mile Road and is proposed only to satisfy the secondary emergency access requirements. When Ardell Road is complete and there is no longer a need for it, the temp access will be abandoned and the land used for the temp access will become a buildable home lot. Applicant has not proposed curb and gutter along Ten Mile Road, a classified roadway. Staff will note to Council that Code does not allow for drainage swales along classified roads. Applicant is required to follow all established design criteria listed with Kuna's Subdivision Design Ordinance, unless specifically otherwise approved.

Applicant has proposed approximately 4.64 acres (11.50 ac.) of open space. A portion of the open space is planned as a pathway along the Teed lateral. This adds to the master pathway network in Kuna. Due to regulations from the irrigation district, trees and shrubs are not proposed along the Teed Lateral, however, there are multiple points of access for the homeowners on both sides of the Teed.

Staff has reviewed Kuna's Comprehensive Plan (Comp Plan), which encourages a variety of housing types and income levels numerous times throughout the Comp Plan. The sections of the Comp Plan that address housing types are included below, in Section K (Comp Plan Analysis) of this report. The City attempts to balance all housing types within the City. The Cazador site is proposed to be zoned R-6 (Medium Density Residential) and the applicants request for 4.08 D.U.A., is under the density limit of six (6) homes per acre.

Staff has determined this application complies with its current zone and Title 5 and 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No. 17-16-DR subject to any conditions as outlined by the Council, and a recommendation of approval for Case No's 17-02-AN and 17-06-S subject to any conditions of approval outlined by Council.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5, Chapter 13
2. City of Kuna Comprehensive Plan, adopted September 1, 2009
3. City of Kuna Design Review Code Title 5, Chapter 4
4. City of Kuna Landscape Code Title 5, Chapter 17.
5. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Procedural Background:

On October 17, 2017, the Council considered case numbers 17-02-AN and 17-06-S, including the application, agency comments, staff's report, application exhibits and public testimony presented or given.

I. Factual Summary:

This site is located on the east side of Ten Mile Road and south of future Ardell Road. The project consists of 40.20 (approx.) acres that touch Kuna City limits and is currently zoned RUT (Rural Urban Transition) in Ada County, and

designated as Medium Density Residential on Kuna's Comp Plan. Applicant requests preliminary plat approval for a new subdivision consisting of 164 buildable lots, and 18 common lots and one shared driveway with a total of 3 development phases, with 11.5% open space. If approved, this project will take access from temporarily from Ten Mile Road, and Ardell in two places at build out. The temporary access on Ten Mile Road is for emergency services requirements and will be abandoned when Ardell Road is complete, and will become a buildable home lot.

J. Council Findings:

Based upon the record in **17-02-AN and 17-06-S,** including the Comprehensive Plan, Kuna City Code, Staff's report, including the exhibits, and the testimony elicited during the public hearing, the Council hereby *approves* Case No's 17-02-AN and 17-06-S, a request for annexation, a subdivision preliminary plat as follows:

The Council concludes that the application complies with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC.

1. In making a decision regarding the Subdivision application, the Council is to consider Idaho Code §67-6535 (2), which states the following:

   The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record.

   In addition, Idaho Code §67-6535(2)(a), provides that:

   Failure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria shall be grounds for invalidation of an approved permit or site-specific authorization, or denial of same, on appeal.

2. The Council has the authority to approve or deny Case No's 17-02-AN, 17-06-S. On October 17, 2017, Kuna's Council voted to approve Case No's 17-02-AN, 17-06-S.

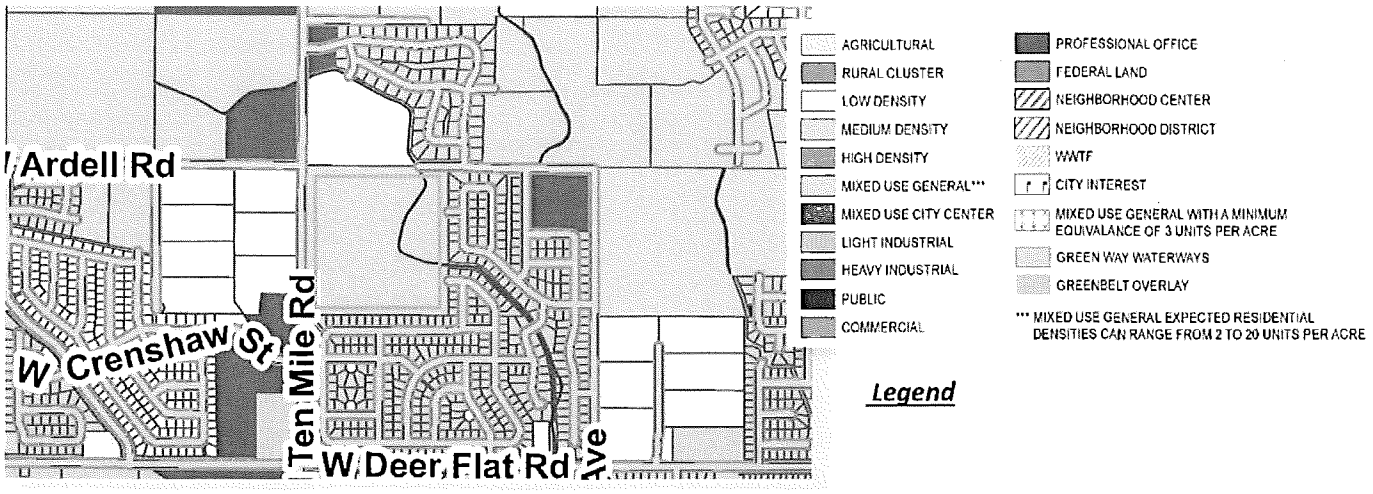
3. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances to hold a public hearing on October 17, 2017, with the Council.

K. Comprehensive Plan Analysis:

Council determines the proposed subdivision for the *site is/is not* consistent with the following Comp Plan components:

Housing: Residents envisioned higher densities in the City's core to include opportunities for mixed residential and light commercial activity. They expressed interest in a mix of residential type dwellings applications; including single- family, *multi-family*, apartments and condominiums. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed by many was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 [CP]).

Comment: *The Comp Plan and the corresponding Future Land Use Map (with land use designations) provides for medium density (R-6). This project proposes a density less than six units per acre, therefore it conforms to the Comp Plan and the Future Land Use Map.*



Private Property Rights Goals and Objectives - Section 2 – Summary:
Ensure the City *land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property.* Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and staff shall evaluate with guidance from the City's attorney; the Idaho Attorney General's six criterion established to determine the potential for property taking.

Comment: *Utilizing the Idaho Attorney General's criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the Economic value is intact.*

Economic Development Goals and Objectives - Section 5 - Summary:
Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement (Pg. 42 – 1.5 and Pg. 43 – 3.1 [CP]).

Comment: *The Comp Plan encourages adequate housing for all income levels and calls for increasing pedestrian connections. This project supplies a number of additional housing types to Kuna's inventory and provides opportunities for quality housing. This development enhances the City's pedestrian network for non-motorized transportation, by extending connections provided by other developers while adding additional segments of pathway along the Teed Lateral.*

Land Use Goals and Objectives - Section 6 - Summary:
Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles (Pg. 64 – 3.1 & Goal 3 and Pg. 65 – 4.3 [CP]).

Comment: *This project adds a number of quality housing varieties to the City's inventory for all types of lifestyles, ages and economic groups. This project also proposes 11.5% open space which adds to the greenspaces in Kuna, keeping it a desirable City while enhancing the City's overall pathway network.*

Housing Goals and Objectives - Section 12 - Summary:
Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land

divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – Obj. 1.1, Pg. 163 12.4 and Pg. 165 – 2.1 [CP]).

Comment: *Applicant proposes a high-quality development with a variety of dwelling types, densities, and price points for all income levels in this part of Kuna as encouraged by the Comp Plan. This project adds to the City's overall network of utilities, sidewalks and roadways, therefore it complies with logical, orderly development and discourages land divisions and development greater than one half acre, and avoids increased municipal services costs and sprawl.*

Community Design Goals and Objectives - Section 13 - Summary:
Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place (Pg.167 – Goal 1 and Pg. 168 – 1.2[CP]).

Comment: *Applicant proposes good community and urban design principles through creation of greenspaces, extension of the pedestrian pathway network and adding to the City's sidewalk network. Applicant also proposes adding* ***1.5 miles of centerline*** *to the roadway system thereby complying with the adopted Master Street Plan of Kuna (Functional Classified Road Map). This development also incorporates landscape buffers, and creates green places for citizens. Therefore, this project fosters sound community design concepts and complies with the Comp Plan goals and strengthens Kuna's image.* Applicant has proposed a positive affect by establishing a roadway and pathway network for adjoining property owners and future development, and by designing under the allowed densities of the R-6 zone (3.31 Gross Density).

Neighborhoods:
Kuna's updated Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge (Page 179 [CP]).

Comment: *Applicant proposes an extension of the sidewalk and roadway system which complies with the Master Street Plan adopted by Kuna. Applicant also proposes establishing pathways and sidewalks for pedestrian and non-motorized transportation. Applicant proposes R-6 housing densities thereby complying with Medium Density land use designation outlined within the Comp Plan and Comp Plan Map.*

L. Idaho State Code Analysis:

1. **IC §67-6511 (2) C** requires that the Council analyze the proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, ***or*** would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.

2. **IC §67-6513** provides that the City provide for mitigation of the effects of subdivision development on the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision.

3. Through discussions and comments submitted by public service providers, the project would not create demonstrable adverse impact to quality of emergency service and/or delivery of said services, or impose substantial additional costs to current residents.

M. Council Conclusions:

The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

1. The Council feels the site *is* physically suitable for subdivision and development into a single-family subdivision, as proposed.

   Comment: *The 40.20 acre (approximate) project appears to be suitable for subdivision and development as single-family subdivision, as proposed.*

2. The subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

   Comment: *The land to be subdivided is not used as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

3. The annexation and subdivision applications are not likely to cause adverse public health problems.

   Comment: *The annexation and subdivision of the property would comply with the Comp Plan. The project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

4. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

   Comment: *Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.* Council *did consider the subdivision and the location of the property with adjacent uses.*

5. The existing and proposed street and utility services in proximity to the site are suitable *or* adequate for residential purposes.

   Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for the residential project.*

6. Based on the evidence contained in Case No's 17-02-AN and 17-06-S, the Council finds the listed Case No's adequately comply with Kuna City Code.

7. Based on the evidence contained in Case No's 17-02-AN and 17-06-S, the Council finds the listed Case No's adequately comply with Kuna's Subdivision Code.

N. Commissions' Recommendation to Council:

On August 22, 2017, the Planning and Zoning Commission voted to recommend approval for Case No's 17-02-AN and 17-06-S, based on the facts outlined in staff's memo and the public testimony during the public hearing by the Planning and Zoning Commission of Kuna, Idaho. The Commission hereby recommends approval for Case No. 17-02-AN and 17-06-S, an Annexation and Preliminary Plat and subdivision request from Kirsti Grabo (KM Engineering, LLP) and N Star Farm, LLC, with the following conditions of approval to Council:

- Follow all staff, City engineer and appropriate agency comments.

O. Council's Order of Decision:

On October 17, 2017, the Council voted to *approve* Case No's 17-02-AN and 17-06-S, based on the facts outlined in staff's memo, the Comp Plan, Kuna City Code the record before the Council, the applicants' presentation, public testimony and discussion during the public hearing with the Council of Kuna, Idaho. The Council hereby approves Case No's 17-02-AN and 17-06-S, an Annexation and Preliminary Plat (Sub) request from Kirsti Grabo (KM Engineering, LLP) and N Star Farm, LLC, with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    a. The City Engineer shall approve the sewer connections.
    b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
    d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
    e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
    2.1– ***With development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.***
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
6. Street lights within the site shall be LED lighting and must comply with Kuna City Code and LED requirements as approved by Council.
7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
9. All signage within/for the project shall comply with Kuna City Code.
10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
11. Staff recommends that the applicant work with Kuna Rural Fire District (KRFD) to conform to the secondary access limits of the KRFD, for the number of homes utilizing access points as development occurs.

12. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
13. Staff recommends curb and gutter to be placed along Ten Mile and Ardell Roads as they are classified roads. (*It was recommended by the Commission that condition No. 13 be removed*)
14. Applicant shall abandon the temporary access onto Ten Mile Road when the Ardell Road frontage is approved, dedicated and accepted by ACHD.
15. The HOA is to own, care for, maintain and keep full responsibility for the shared driveway as proposed on the preliminary plat dated 06.14.2017 – designated as lot 34, block 6.
16. Applicant is required to follow all established design criteria listed with Kuna's Subdivision Design Ordinance, unless specifically otherwise approved.
17. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
18. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 28th, day of November, 2017.

Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
)
County of Ada)

I, Tim Eck (**Name**), 6152 West Half Moon Lane (**Address**)

Eagle (**City**), Idaho (**State**) 83616 (**Zip Code**)

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to KM Engineering, LLP (Name) 9233 West State Street, Boise, ID 83714 (Address) to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s),

Dated this 27 day of February, 20 20

Signature *for DB Development, LLC*

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

KIRSTI GRABO NOTARY PUBLIC Comm. No. 42305 STATE OF IDAHO

Notary Public for Idaho

Residing at: Star, ID

My commission expires: 2.20.24

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=5 LISA BATT
FIDELITY NATIONAL TITLE - BOISE

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SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **N Star Farm LLC, an Idaho limited liability company** whose address is **401 W. Front Street, Ste 401, Boise, ID 83702** (the "Grantor"), does hereby grant, bargain, sell and convey unto **DB Development, LLC, a Delaware limited liability company,** whose address is **2228 W Plazza St., Meridian, ID 83646** (the "Grantee"), the following described premises (the "Premises"):

See the attached Exhibit A.

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

TOGETHER WITH all and singular the improvements, hereditaments, and appurtenances thereon and thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all of the estate, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above-described Premises with said improvements, hereditaments and appurtenances.

Grantee is relying solely upon Grantee's inspections as to the condition of the Premises. Grantor and Grantor's agents, employees and attorneys are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises, including, without limitation, the existence of hazardous waste, or the suitability of the Premises for Grantee's intended use. Grantee shall independently verify all information regarding any aspect or feature of the Premises provided by Grantor. Grantor does not guaranty the accuracy of any information provided by Grantor, its agents, employees or attorneys. Grantee is purchasing the Premises in "AS IS" "WHERE IS" condition, subject to all faults (whether they be physical, environmental or otherwise), including both latent and patent defects.

Grantor makes no covenants or warranties with respect to title, express or implied, other than as expressly stated hereinafter. Grantor is the owner of the Premises and has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the

GRANTEE:

DB Development, LLC, a Delaware limited liability company

By:Justin Blackstock, Manager

STATE OF IDAHO)
): ss.
County of Ada)

On this 13 day of February, 2020, before me the undersigned, a Notary Public in and for said state, personally appeared Justin Blackstock or identified to me to be the person whose name is subscribed to the within instrument, as the Manager of DB Development, LLC, the limited liability company and acknowledged to me that he executed the same as such Manager.

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

TAMMIE K KNOBLOCH
COMMISSION #20180043
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/11/2024

Notary Public for State of Idaho
Residing at Meld. ID
Commission expires: 1-11-24.

EXHIBIT "A"

9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

January 17, 2020
Project No. 19-018

Legal Description for
N STAR FARM PARCEL

A parcel of land situated in a portion of the Northwest 1/4 of the Southwest 1/4 of Section 14, Township 3 North, Range 1 West, B.M., City of Kuna, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the Southwest corner of said Section 14, which bears S00°14'54"W a distance of 2,661.44 feet from a found brass cap marking the West 1/4 corner of said Section 14, thence following the westerly line of the Southwest 1/4 of said Section 14, N00°14'54"E a distance of 1,906.93 feet;
Thence leaving said westerly line, N89°45'06"W a distance of 48.00 feet to a found 5/8-inch rebar marking the Northwest corner of Cazador Subdivision No. 3 (Book 118 of Plats at Pages 17,569 through 17,571, records of Ada County, Idaho) on the easterly right-of-way line of North Ten Mile Road and being the POINT OF BEGINNING.

Thence following said westerly right-of-way line, N00°14'54"E a distance of 682.99 feet to a set 5/8-inch rebar on the southerly right-of-way line of West Ardell Road;
Thence leaving said westerly right-of-way line and following said southerly right-of-way line, 24.18 feet along the arc of a circular curve to the right, said curve having a radius of 90.50 feet, a delta angle of 15°17'34", a chord bearing of N55°10'54"E and a chord distance of 24.08 feet to a set 5/8-inch rebar;
Thence following said southerly right-of-way line, 80.08 feet along the arc of a compound curve to the right, said curve having a radius of 266.00 feet, a delta angle of 17°15'00", a chord bearing of N71°27'12"E and a chord distance of 79.78 feet to a set 5/8-inch rebar;
Thence following said southerly right-of-way line, 25.82 feet along the arc of a compound curve to the right, said curve having a radius of 391.00 feet, a delta angle of 3°47'01", a chord bearing of N81°57'44"E and a chord distance of 25.82 feet to a set 5/8-inch rebar;
Thence following said southerly right-of-way line, S89°19'48"E a distance of 473.17 feet to a set 5/8-inch rebar;
Thence leaving said southerly right-of-way line, S00°15'30"W a distance of 174.58 feet to a set 5/8-inch rebar;
Thence N89°45'06"W a distance of 6.08 feet to a set 5/8-inch rebar;
Thence S00°14'54"W a distance of 103.00 feet to a set 5/8-inch rebar;
Thence N89°45'06"W a distance of 344.00 feet to a set 5/8-inch rebar;
Thence S00°14'54"W a distance of 508.00 feet to a found 5/8-inch rebar on the subdivision boundary of said Cazador Subdivision No. 1 (Northeast Corner of Lot 2, Block 1);
Thence leaving said subdivision boundary, S89°45'06"E a distance of 414.45 feet to a set 5/8-inch rebar;
Thence 48.82 feet along the arc of a circular curve to the right, said curve having a radius of 275.00 feet, a delta angle of 10°10'15", a chord bearing of N16°54'34"W and a chord distance of 48.75 feet to a set 5/8-inch rebar;
Thence N78°10'34"E a distance of 159.87 feet to a set 5/8-inch rebar on the boundary of the United States Feed Lateral easement;
Thence following said easement the following four (4) courses:

EXHIBIT "A"

1. 85.29 feet along the arc of a circular curve to the left, said curve having a radius of 113.00 feet, a delta angle of 43°14'44", a chord bearing of S37°21'46"E and a chord distance of 83.28 feet to a set 5/8-inch rebar;
2. 195.50 feet along the arc of a circular curve to the left, said curve having a radius of 1,178.00 feet, a delta angle of 07°33'47", a chord bearing of S65°56'20"E and a chord distance of 195.38 feet to a set 5/8-inch rebar;
3. 116.84 feet along the arc of a circular curve to the left, said curve having a radius of 428.00 feet, a delta angle of 15°38'27", a chord bearing of S75°31'45"E and a chord distance of 116.47 feet to a set 5/8-inch rebar;
4. S85°11'05"E a distance of 4.39 feet to a set 5/8-inch rebar;

Thence leaving said easement, S00°00'45"W a distance of 106.68 feet to a set 5/8-inch rebar on the northerly right-of-way line of West Wilmett Street;
Thence following said northerly right-of-way line, N89°45'56"W a distance of 20.03 feet to a found 5/8-inch rebar on the subdivision boundary of said Cazador Subdivision No. 1;
Thence following said subdivision boundary the following eight (8) courses;

1. S00°14'04"W a distance of 50.00 feet to a found 5/8-inch rebar;
2. S51°17'28"E a distance of 24.45 feet to a found 5/8-inch rebar;
3. S00°14'54"W a distance of 5.13 feet to a found 5/8-inch rebar;
4. N89°45'06"W a distance of 856.74 feet to a found 5/8-inch rebar;
5. N00°14'54"E a distance of 254.00 feet to a found 5/8-inch rebar;
6. N89°45'06"W a distance of 54.00 feet;
7. N00°14'54"E a distance of 59.05 feet to a found 5/8-inch rebar;
8. N89°45'06"W a distance of 189.84 feet to the POINT OF BEGINNING.

Said parcel contains 11.359 acres, more or less.

PROFESSIONAL LAND SURVEYOR REGISTERED 12469 STATE OF IDAHO JASON L. BILLAU

1-17-2020

km ENGINEERING

March 16, 2020
Project No. 19-018

Mr. Troy Behunin
Planning & Zoning Department
City of Kuna
751 West 4th Street
Kuna, ID 83634

RE: Cazador Subdivision No. 2 – Kuna, ID
Final Plat Application

Dear Troy:

On behalf of DB Development, LLC, we are pleased to submit the attached application and required supplements for the final plat of Cazador Subdivision No. 2.

The final plat for this phase encompasses approximately 11.36 acres of the overall site and includes 50 buildable single-family residential lots and 10 common lots for a total of 60 lots. Permanent access for this phase is proposed via the extension of stub streets within Cazador Subdivision No. 1, as well as direct access to West Ardell Road.

To the best of our knowledge, the final plat for Cazador Subdivision No. 2 is in conformance with the approved preliminary plat and meets the requirements and conditions of approval thereof. Further, the construction plans for this phase have been approved by the regulatory agencies.

Should you have questions or require further information in order to process this application, please feel free to contact me.

Sincerely,
KM Engineering, LLP

Kirsti Grabo
Operations Manager

cc: DB Development, LLC

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=59 VICTORIA BAILEY
FIDELITY NATIONAL TITLE - BOISE

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$184.00

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CAZADOR SUBDIVISION

THIS DECLARATION is made effective as of July 15, 2019, by **DB Development, LLC** a Delaware limited liability company (**"Owner"** or **Grantor"**).

ARTICLE I: RECITALS

1.1 Grantor is the owner of all of the real property located in the County of Ada, State of Idaho (the "County"), described in the attached Exhibit A (the "Property"), which exhibit is incorporated herein by this reference.

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

ARTICLE II: DECLARATION

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

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

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

C. shall inure to the benefit of, and be binding upon, Grantor (as defined below), and each grantee and Owner, and such grantee's and Owner's respective successors-in-interest, and may be enforced by Grantor, by any Owner, and any such Owner's successors-in-interest, and by the Association as hereinafter described.

Notwithstanding any other provision in the Declaration to the contrary, no provision of this Declaration shall be construed as to prevent or limit (i) Grantor's right to complete development of the Property and to construct improvements thereon, or (ii) Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, or (iii) Grantor's right to post signs incidental to construction, sales, or leasing, or (iv) Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the applicable governmental entities.

ARTICLE III: DEFINITIONS

3.1 "Affiliate" shall mean any entity that has some form of common ownership interest or common management with the Grantor.

3.2 "Architectural Committee" shall mean the committee created by the Grantor or the Association pursuant to Article X hereof.

3.3 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or the charter documents of the Association if formed using a type of entity other than a corporation.

3.4 "Assessments" shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments made by the Association as further defined in this Declaration.

3.5 "Association" shall mean the Idaho profit or non-profit corporation (or other type of entity), and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration and any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Cazador Homeowners Association, Inc.", or any similar name, which fairly reflects its purpose. Grantor, in its sole and absolute discretion, shall have the power to create any

additional Associations that it deems necessary or appropriate to act as the Association for any Annexed Tract (as defined below). In such event, reference in this Declaration to the "Association" shall apply to the particular Association designated to apply to that Annexed Tract.).

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

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

3.8 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed and shall expressly include Lot 30 of Block 4 of Cazador Subdivision No. 1 as shown on the Plat ("Lot 30, Block 4"). As noted on Note 14 of Exhibit A attached hereto, Lot 30, Block 4 is subject to a temporary easement, that will terminate upon the satisfaction of certain conditions ("Temporary Easement"), and thereafter it may be developed. Lot 30, Block 4 is not Common Area and is not owned by the Association. Any use of Lot 30, Block 4 by any party other than the owner of Lot 30, Block 4 shall be strictly in accordance with the terms of the Temporary Easement. The owner of Lot 30 Block 4 shall have the right to modify the terms of the Temporary Easement in its sole and absolute discretion.

3.9 "Bylaws" shall mean the Bylaws of the Association.

3.10 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, recreation areas, other amenities, and Waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument to the Association, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights. Grantor makes no representation of the creation of Common Areas on property outside the property described on Exhibit A, but reserves the right to do so in its sole and absolute discretion.

3.11 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.12 "Cazador Subdivision" and the "Subdivision" shall each mean the Property.

3.13 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

3.14 "Grantor" shall mean, DB Development, LLC a Delaware Limited Liability Company and its successors-in-interest, and Affiliates (collectively, "DB"), and any person or entity to whom DB expressly transfers its Grantor rights, which transfer must be made in writing and must include a specific reference to the transfer being of "Grantor rights" or "rights as Grantor" or other similar specific reference. Grantor shall be permitted to make partial transfers of Grantor's rights, or multiple transfers, on terms and conditions acceptable to Grantor in its sole and absolute discretion while retaining such portions of the rights of Grantor it desires, this shall include but not be limited to Grantor having the right to transfer all of Grantor's rights as it to relates one or more Building Lots, while retaining all of its rights under this Declaration and/or transfer Grantor's rights to an additional party or parties, while retaining all of its Grantor's rights hereunder.

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

3.16 "Limited Assessment" shall mean Assessments as described in Section 7.4 of this Declaration.

3.17 "Member" shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

3.18 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot that is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.19 "Person" shall mean any individual, partnership, corporation, limited liability company or other legal entity.

3.20 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County recorder (the "County Recorder"), as the same may be amended by duly recorded amendments thereof.

3.21 "Property" shall mean, except as otherwise provided in this paragraph, the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. The Property also shall include, at Grantor's sole discretion, such additional property in addition to that described in Exhibit A as may be part of an Annexed Tract by means of a Supplemental Declaration as provided herein.

3.22 "Regular Assessment" shall mean the Assessments described in Section 7.2 of this Declaration.

3.23 "Special Assessment" shall mean the Assessments described in Section 7.3 of this Declaration.

3.24 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property and with respect to any Annexed Tract.

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

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements - Generally. All Improvements are to be designed, constructed and used in such a manner as to (i) comply with the conditions of approval (as may be amended from time to time) issued by the applicable governmental entity with respect to the Plat containing the portion of the Property upon which the Improvements are located (the "Plat Conditions"), (ii) comply with all applicable governmental laws, ordinances, rules and regulations, and (iii) promote compatibility between the types of use contemplated by this Declaration; iv) comply in all respects to these Guidelines and v) and shall comply with the Cazador Architectural Design Standards & Construction Guidelines, attached hereto as Exhibit B and incorporated herein, as amended from time to time (the "Guidelines"). .

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No commercial use shall be permitted on Building Lots. Pursuant to Idaho Code Section 55-115(3), no Building Lot or Improvement constructed on a Building Lot shall be leased or licensed (or subleased or sublicensed), except for bona fide leases with a term of

greater than three months wherein the rent charged is commensurate with the time period covered by the lease, and at the inception of such lease or license, the lessee or licensee (or sublessee or sublicensee) intends to physically occupy the Improvements for a period of greater than three months. Use of any Improvement on a Building Lot for short term rentals such as Airbnb or VRBO are strictly prohibited.

No Building Lot shall be improved except with a single-family dwelling unit or structure. No split entry homes, mobile homes, or pre-built homes will be allowed. No shack, tent, trailer house, or basement shall be used within the Subdivision for living quarters, permanent or temporary.

4.1.2 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures constructed in compliance with the terms of this Declaration) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by the applicable Plat Conditions or by any applicable zoning restriction or by decision of the Architectural Committee, whichever is more restrictive.

4.1.3 Recreational Structures. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other portions of the Subdivision or offensive or detrimental to the occupants of other Building Lots.

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

4.3 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest on any Building Lot be granted, or Building Lot line adjusted, unless the advanced written approval of the Architectural Committee is obtained.

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

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

B. Temporary signs naming the contractors, the architect, and the lending institution for particular construction operation.

C. Such signs identifying the Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

D. One (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. No such sign shall be placed on Common Areas or on the rear portion of any Lot being sold.

All signage, including signage for the exceptions listed as (B)-(D), must be erected in accordance with signage format approved and established by the Architectural Committee. Save and excepting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

4.5 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All structures shall be designed to minimize the noise impact on adjoining properties and no noise or other nuisance, as described in any applicable, laws, rules, regulations or ordinances, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior sound systems, speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.6 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including, without limitation, trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or to damage property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof, plus all other costs associated with such action including, without limitation, legal fees, and plus interest at eighteen percent (18%) per annum on all costs incurred by the Association. All such costs and interest shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, in addition to the lien for the Limited Assessment, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.7 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property. Drainage which is without the purview of Ada County Highway District shall be governed by The Association shall maintain the drainage and roadway swales (to the extent roadway swales exist) pursuant to any requirements of ACHD.

4.8 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, devices and plantings and ground cover installed or completed thereon, which are not the responsibility of ACHD, the Association, or other public agency. Such requirements

shall be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable.

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

4.10 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any property, which are or might be unsafe or hazardous to any person or property.

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

4.12 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established by the Grantor or the Association for the Property.

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

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the sewer system as required by the Architectural Committee and pay all charges assessed therefore.

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

4.16 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in plans approved by the Architectural Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.17 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No overnight on-street parking shall be permitted except where expressly designated for parking use. Vehicles parked on a driveway shall not extend into any sidewalk, bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway or in the Common Area unless such vehicle is engaged in an emergency procedure. Parking of boats, trailers, motorcycles, trucks, truck- campers, and like equipment, or junk cars or other unsightly vehicles, and like items, shall not be allowed on any part of the Subdivision nor on public ways adjacent thereto excepting only within the confines of an enclosed garage or other approved enclosure, and no portion of same may project beyond the enclosed area except as set forth in the Guidelines. Parking of automobiles or other vehicles on any part of the Subdivision or on public ways adjacent thereto shall be prohibited except within garages or driveways an area approved under the Guidelines.

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

levied against such animal owner or the Owner of the Building Lot in which such animal is being kept. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot, and must be approved by the Architectural Committee.

4.19 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association or the appropriate district providing pressurized irrigation and domestic water to Subdivision. In the event of a municipal irrigation system or a system owned by an irrigation district each lot will be billed for their irrigation water individually by the municipality or district.

4.20 Commencement of Construction. In the event any Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantor's option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less an amount equivalent to thirty (30) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute, and deliver to Grantor a deed re-conveying said Building Lot, free and clear of all liens and encumbrances, which deed shall, by virtue of the notice provided hereby, be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

4.21 Exemptions of Grantor. Notwithstanding all other provisions in this Declaration, the Articles, Bylaws or any other documents, Grantor is and shall at all times be, and Improvements to the Common Areas by Grantor, or the Association are and shall at all times be, exempt from the obligations and restrictions set forth in this Article IV of the Declaration and from the governance and control of the Architectural Committee. Additionally, Grantor shall not be obligated to comply with any Association Rules. Without limiting the generality of the preceding sentences in this Section 4.24, so long as Grantor owns any Building Lot, nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area and Building Lots that it owns to utility companies, public agencies, or others, or to complete excavation, grading,

and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Grantor's business of completing development of the Property and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model homes or home complexes or real estate sales or leasing offices for lots and homes within or outside the Subdivision. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property including but not limited to Building Lots, owned by Grantor, and Grantor shall have the right to take all actions and grant all approvals and variances that the Architectural Committee is empowered to take or grant, as it relates to its own Building Lots. All of the rights of Grantor, including, without limitation, those set forth in this Section 4.24 may be assigned by Grantor as set forth in Section 3.14 of this Declaration.

ARTICLE V: HOMEOWNERS ASSOCIATION

5.1 Organization of the Cazador Homeowners Association. The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision. Conflicting terms between any of these three documents shall be resolved with the following priority: CC&Rs shall prevail over the Articles and the Bylaws and the Articles shall prevail over the Bylaws.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots, which they own, or, in the case of

Grantor, attributable to the Building Lots owned by Grantor. Member voting procedures shall be performed in accordance with the terms of this Declaration, the Association's Bylaws, Articles and other properly adopted organizational documents. On any issue that comes to a vote of the Members, each Owner shall be entitled to vote a number of votes that correlates to the number of Building Lots owned by such Member as described in more detail below. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

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

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and notwithstanding all other provisions of this Declaration to the contrary, Grantor shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. In the event Grantor annexes an Annexed Tract as permitted pursuant to this Declaration, while it still owns a Building Lot, or in the event Grantor ceases to own a Building Lot, but subsequently annexes an Annexed Tract as permitted pursuant to this Declaration, Grantor shall be entitled to the rights of a Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein. Neither the Grantor nor the Association shall be responsible or liable for any dispute, or damages related thereto, based on a disagreement as to who has the voting rights associated with a particular Building Lot and shall be able to rely on the claim by any lessee, mortgagee, contract purchaser or beneficiary of their right to vote. The Association shall have the right to suspend the voting rights of an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

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

5.5 Power and Duties of the Association.

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

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

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

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

5.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Board deems reasonable, including, without limitation, reasonable charges

for an Owner's failure to comply with such rules and regulations. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets and other common area improvements by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

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

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

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

5.5.1.6.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas

lines or pipes, and any similar public or quasi-public improvements or facilities;

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

5.5.1.7 Conveyances to and from Municipalities. The power to convey any portion of the Common Area and any portion of the Property that it owns to any city, county, the State of Idaho, the United States of America, or any political subdivision of any of the foregoing. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

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

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area. Such properties may include those lands intended for open space uses and which may be referred to as "non-buildable" lots per the Plat. Without limiting the generality of the foregoing, the Association shall perform the following:

5.5.2.1.1 Maintain, repair, or replace all school bus staging areas;

5.5.2.1.2 Maintain the integrity of the vision triangles as required by the Plat Conditions;

5.5.2.1.3 Maintain the development's Common Area landscaping and open spaces, including temporary irrigation and furnishings located in all public rights-of-way;

5.5.2.1.4 Maintain the Subdivision's non-publically dedicated park and pathway areas;

5.5.2.1.5 Participate in a Road Improvement District or utility local improvement district as the need for these improvements arise;

5.5.2.1.6 Provide for snow removal along pathways in the Common Areas so they are pedestrian accessible within 24 hours of a snow event;

5.5.2.1.7 If the Subdivision becomes part of a transit route(s), provide residents of the Subdivision with transit street furnishings; and

5.5.2.1.8 Repair and replacement of property damaged or destroyed by casualty loss.

Additionally, the Association may, in its discretion, limit or restrict the access and use of the Common Area to any Owner or Owners, other than Grantor, residing in the Subdivision. The Association may establish rules and regulations regarding the Owners' use of Common Areas and Improvements located thereon.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

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

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

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property and shall comply with all of the terms and conditions of the Stormwater Plan. All responsibility for payment of fees related to the provision of utilities, and other similar fees, including, without limitation, impact fees, sewer treatment connection fees, sewer interceptor fees, water connection fees, pressure irrigation connection fees, and related inspections fees, shall belongs to the Owner of each Building Lot at the time a building permit is acquired to commence construction on any Improvements on such Building Lot. In the event the Grantor or Association has paid any such fees, the Association or Grantor, whichever is applicable, shall be entitled to reimbursement of the same and such reimbursement shall be a Limited Assessment.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, which policies must include, the following policies of insurance:

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be a minimum of the following:

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

Cents ($1,000,000.00) per occurrence with respect to property damage.

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

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

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

5.5.2.8 Insurance Premiums as Regular Assessments. Charge as a common expense to be included in the Regular Assessments insurance premiums for any and all insurance coverage the Board deems necessary or advisable.

5.5.2.9 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.5.2.10 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

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

5.5.2.12 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without

limitation, the recordation of any claim of lien with the County Recorder, as more fully provided herein.

5.5.2.13 Private Streets, Signs, Lights and Certain Easement Areas. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private streetlights located, on the Property, as well as maintain Lot 30 Block 4 until such time the Temporary Easement is terminated. This duty shall run with the land and cannot be waived by the Association unless the all required governmental entities consent to such waiver.

5.6 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of such person, the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any Owner, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Loans. At the election of Grantor, all expenditures made by Grantor related to the organization and operation of the Association shall be deemed loans made on behalf of Grantor for the benefit of the Association ("Grantor Loans"); provided, however, Grantor shall not be obligated to make any Grantor Loans or otherwise have any of the obligations attributable to the Association under this Declaration or otherwise. All Grantor Loans shall be repaid to Grantor as part of the Expenses used to calculate the Regular Assessment for the next successive fiscal year after each such Grantor Loan is made or, at the option of the Board, at an earlier time pursuant to a Special Assessment. In the event that there is more than one Grantor Loan outstanding and not all outstanding Grantor Loans are paid back in full at the same time, then regardless of when Grantor Loans are made, they shall be paid back on a pro-rata basis.

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

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

5.9 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings and all other persons may be excluded. Notice for all Association meetings shall be given pursuant to the Association's Bylaws.

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use, but not to control, all or any part of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to all of the following provisions:

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

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

6.1.3 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

6.1.4 The right of the Association to protect wildlife habitat.

6.1.5 The right of the Association and the Grantor to set aside and restrict access to, either temporarily or permanently, portions of the Common Area for the use of the Association, the Grantor, any individual Owner or any group of Owners, so long as such action does not materially impair the other Owner's use and enjoyment of the Common Area as a whole.

6.2 Designation of Common Area. Grantor shall specifically designate and reserve the Common Area in the Declaration, Supplemental Declarations, deeds (which the Association shall accept) and/or recorded Plats. By accepting a deed to a Building Lot, each Owner agrees that such Owner is waiving all right to assert a common law dedication by Grantor or the Association of any Common Area.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common

Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

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

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Notwithstanding any other provision of this Declaration, the Articles, Bylaws, or other document, the Grantor shall not be required to pay any Assessments.

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

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

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

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay all unpaid Grantor Loans and to pay for all costs and expenses incurred by the Association and that the Association expects to incur, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of

construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Board shall compute the anticipated amount of its Expenses on an annual basis as set forth in this paragraph (the "Anticipated Expenses"). The Regular Assessment for a given fiscal year shall be based on the Anticipated Expenses. The Board shall compute the initial amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal year of the Association, provided, however, in the event that for any reason the Board fails to make such a computation, the Owners shall not be relieved of the obligation to pay the Regular Assessments and until such computation is made, the Owners shall continue to pay an amount of Regular Assessments consistent with the previous fiscal year. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount, which fairly reflects the fact that such period was less than one (1) year.

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

7.2.3.1 An initial assessment set up fee of $200.00 shall be paid to the Association at the closing of the acquisition by any Owner, aside from the Grantor, of a Building Lot. This fee shall (i) be paid by the purchaser, (ii) only apply to the initial sale from Grantor to a non-Grantor Owner, (iii)be in addition to and not a credit towards the Regular Assessments owed by an Owner and (iv) be used to pay back Grantor Loans. On all subsequent transfers of Building Lots, at the closing of the acquisition, the purchaser shall pay to the Association a transfer fee of $150.00.

7.2.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by

multiplying the Association's total Anticipated Expenses by 1.5 and then multiplying that total by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this Declaration the estimated initial amount of the regular assessment is $450.00 per year, per Building Lot.

7.2.3.3 Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Building Lot that it owns.

7.3 Special Assessments.

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

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

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against any individual Member or multiple members (i) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or

restricted Common Area into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules and any other governing instruments of the Subdivision, (ii) to collect other amounts owed by an Owner to the Association, and (iii) otherwise reimburse the Association for expenses incurred as a result of such Member's acts and omissions.

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

7.6 Assessment Period. Unless otherwise provided in this Declaration or otherwise determined by the Board, the Assessment period shall commence on January 1st of each year and terminate December 31st of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable by the Owner of a Building Lot at the closing of the Owner's acquisition of such Building Lot.

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

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates, within the preceding twelve (12) month period that any Assessments have been

paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default of which the signor of such certificate had no actual knowledge.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

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

8.2 Assessment Liens.

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

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Assessment issued hereunder, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such claim of lien), a sufficient description of the Building Lot(s)

against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all delinquent sums and charges in any given claim of lien or other satisfaction thereof, the Association shall cause to be recorded a notice stating the satisfaction of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such notice before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho, as trustee for the purpose of conducting such power of sale or foreclosure.

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

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

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

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

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

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

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

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

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

ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on an architectural control committee (the "Architectural Committee"). Each member of the Architectural Committee shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner or Member of the Association. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Rights of Appointment. After the initial appointment by Grantor as set forth in Section 10.1, the Board shall have the exclusive right, at any time, and from time

to time, to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint a member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration and the Guidelines and perform such other duties as from time to time shall be assigned to it by the Board, including, without limitation, the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions or other Improvements contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

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

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

Committee, at the discretion of the Architectural Committee, fees may be reduced for such application approvals.

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

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

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within forty-five (45) days after the date of filing said materials with the Architectural Committee.

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

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

with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to grant approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

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

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

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

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

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon receipt of such notice, the Board shall call a Special Meeting, as provided in the Bylaws, at which it shall authorize the Architectural Committee members and the applicable Owner to be heard. Based on such special meeting, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

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

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

10.9 Variances. With respect to the approval and construction of Improvements, the Architectural Committee may authorize variances from provisions of this Declaration and any other rules and guidelines created by the Architectural Committee, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, economic or environmental considerations may require. However, no variances will be granted allowing for construction of structures or Improvements by Owners in the Common Areas. All authorized variances must be evidenced in writing and must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Should Grantor desire to annex any property that is contiguous or non-contiguous to the Property, whether owned by Grantor or otherwise, , in Grantor's sole discretion (an "Annexed Tract"), such property may be annexed into the

Subdivision and brought within the provisions of this Declaration as provided herein by Grantor at any time, and from time to time, without the approval of any Owner or the Association. The use and development of an Annexed Tract shall conform to all applicable land use regulations as such regulations are modified by variances.

11.2 Rights and Obligations of Owners of an Annexed Tract. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Annexed Tract, all provisions contained in the Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions (including, but not limited to, such additions, deletions or modifications of Article 4 that Grantor deems appropriate in its sole and absolute discretion) as are specifically provided in such Supplemental Declaration in Grantor's sole and absolute discretion, such Annexed Tract shall be treated for all purposes as part of the Property as defined above. Without limiting the generality of the immediately preceding sentence, if an Annexed Track becomes part of the Property, all Building Lots in the Annexed Tract shall be included for the purposes of the calculation set forth in Section 5.3.2 of this Declaration and such calculation shall be redone based on the inclusion of such Building Lots and the Class B membership of Grantor shall be increased and/or reinstated based on such recalculation and Grantor shall continue to have all rights of Grantor hereunder, and/or be restored to all of its rights of Grantor hereunder. The Owners of lots located in any Annexed Tract shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within any Annexed Tract shall be conveyed to the Association, and the Association shall accept title to the same, free and clear of any monetary liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts, and the Association shall be responsible for such Common Areas as set forth in this Declaration.

11.3 Method of Annexation. The addition of an Annexed Tract to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Annexed Tract, which shall be executed by Grantor or the owner of the Annexed Tract, and which shall cause the annexation of the Annexed Tract into the Subdivision. Thereupon each Annexed Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association, or, at the election of the Grantor, of a new Association established for the area encompassing the Annexed Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions to the Declaration or the Guidelines as may be deemed by Grantor or the owner of the Annexed Tract desirable to reflect the different character, if any, of the Annexed Tract, or as Grantor or such owner may deem appropriate in the development of the Annexed Tract. If any Annexed Tract is created, the Association shall have the authority to levy Assessments against the Owners located

within such Annexed Tract, and the Association shall have the duty to maintain additional Common Area located within the Annexed Tract if so specified in any Supplemental Declaration.

11.4 De-annexation. Grantor may delete all or a portion of the Property, including, without limitation, previously Annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such de-annexed Property and provided that a Supplemental Declaration of Deletion of Property is recorded in the office of the County Recorder. Members other than Grantor as described above shall not be entitled to de-annex all or any portion of the Property.

ARTICLE XII: EASEMENTS

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

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways; provided, however, this shall not be a limitation of the Association's right to restrict or suspend use of other portions of the Common Area pursuant to the terms of this Declaration. These easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any Improvement including, without

limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over any portion of the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser. The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of the Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners with respect to utilities shall be governed by the following:

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

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

12.5 Driveway Easements. Whenever a driveway is installed within the Property that in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or a driveway is installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of the Building Lot upon which the driveway is

installed as is required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Easement for Corrective Action. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of performing any and all corrective and other action that it is entitled to take pursuant to the terms of this Declaration and any rules or regulations adopted by the Board or the Architectural Committee.

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

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

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor or the Association on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right for Grantor and for the Association, to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing

herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

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

12.12 Specific Easements Designated in Plat. Notwithstanding any provisions heretofore, the Grantor reserves, for the benefit of the Association, the specific easements for utility, drainage, irrigation and access as set forth on the recorded Plat for the Subdivision.

ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2038, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the County Recorder. If the consent of any governmental entity is required prior to dissolution of the Association, then the Association may not dissolve without first obtaining such consent.

13.2 Amendment.

13.2.1 By Grantor. Until the recordation of the first deed conveying a Building Lot to a party other than Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination, provided, however, the effect of such amendment shall be subject to the limitation set forth in Section 13.3. Any amendment affecting a particular Annexed Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed conveying a Building Lot in such Annexed Tract to a party other than Grantor or the owner of such Annexed Tract.

13.2.2 By Owners. Except where a greater percentage is expressly required in this Declaration, the provisions of this Declaration, other than this Article XIII, may be amended only by the vote or written consent of Owners

representing more than fifty percent (50%) of the votes in the Association. Any such amendment must be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved as set forth above and such amendment shall be effective upon its recordation with the County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association and must meet the requirements in the immediately preceding sentence to be effective. In no event shall any amendment modify or affect any rights of Grantor hereunder without the written consent of Grantor, and no additional restrictions may be imposed upon any Building Lots, or other property owned by Grantor now or in the future without the written consent of Grantor.

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

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

13.4 Notices. Except as otherwise specifically set forth in this Declaration or in the Bylaws, any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address appearing on the Association's records. Such address may be changed from time to time by notice in writing to the Association's registered agent and to the Association's Secretary, as provided in this Section 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein; any Owner of any Building Lot shall have the right to enforce any or all of the provisions of this Declaration.

13.5.2 Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action by the Grantor, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, notwithstanding all other provisions in the Declaration to the contrary, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof and only if such self-help is preceded by notice to the Owner pursuant to the terms of this Declaration, and if notice is not addressed in a particular case, reasonable notice.

13 5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.5.4 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

13.5.5 Non-Waiver. The failure to enforce any of the provisions of the Declaration at any time shall not constitute a waiver of the right to enforce any such provision.

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

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

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision of the Declaration.

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

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

13.7 Successors and Assigns. Except with respect to the terms of Section 3.14of this Declaration providing specific requirements for L assignment of the Grantor's rights, all references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

13.8 Mediation. Prior to the commencement of any legal or equitable proceedings with respect to the terms and provisions of this Declaration, the Articles, Bylaws or any decision by the Architectural Committee, the parties involved in the dispute are required to participate in a mediation to attempt resolution of the disputed matter, provided, however, this right to mediation shall not apply to disputes related to any Assessments. Unless the parties mutually agree otherwise, the mediation shall be non-binding, shall be held County, Idaho, and shall be performed in accordance with the then existing Idaho rule of civil procedure governing mediation (currently I.R.C.P. 16(k)). If Grantor is a party to the dispute, regardless of the identity of the opposing party, Grantor shall be entitled to payment by the opposing party of Grantor's fees and costs incurred prior to and as part of the required mediation. If the Association is a party to the dispute, so long as Grantor is not the opposing party (in which case the immediately preceding sentence shall apply), the Association shall be entitled to payment by the opposing party of the Association's fees and costs incurred prior to and as part of the required mediation. After unsuccessful, good faith, efforts to resolve claims and disputes by mediation, the parties shall have all rights and remedies otherwise available to them in law or equity.

ARTICLE XIV: ACHD STORMWATER DRAINAGE

14.1 Operation and maintenance of the storm water facilities at the Subdivision shall be governed by the Operation and Maintenance Manual of Storm Drainage Facilities which has been required by ACHD (the O&M Manual"), which manual may only be modified at the direction of the Board of the Association, with written approval by ACHD.

14.2 ACHD Storm Water Drainage System. Lots 16-20, 24-26 and 28-30, Block 4 are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that

certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument No. 2015-103256 official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

14.3 ACHD Right to Inspect and Maintain. ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs.

14.4 ACHD Approval of Amendments. Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or the O&M Manual, having any direct impact or effect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

14. 5 ACHD Assessment of Costs. ACHD shall be entitled to pursue reimbursement for the reasonable costs of all required maintenance and repairs to the storm water drainage system that are a result of failure by the HOA or dues paying organization to properly perform the light maintenance duties as defined in the referenced O & M Manual.

14.6 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall be perpetual.

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

DB Development, LLC, a Delaware limited liability company.

By: Justin Blackstock
Its: Manager

ACKNOWLEDGEMENT

State of Idaho)
)ss.
County of Ada)

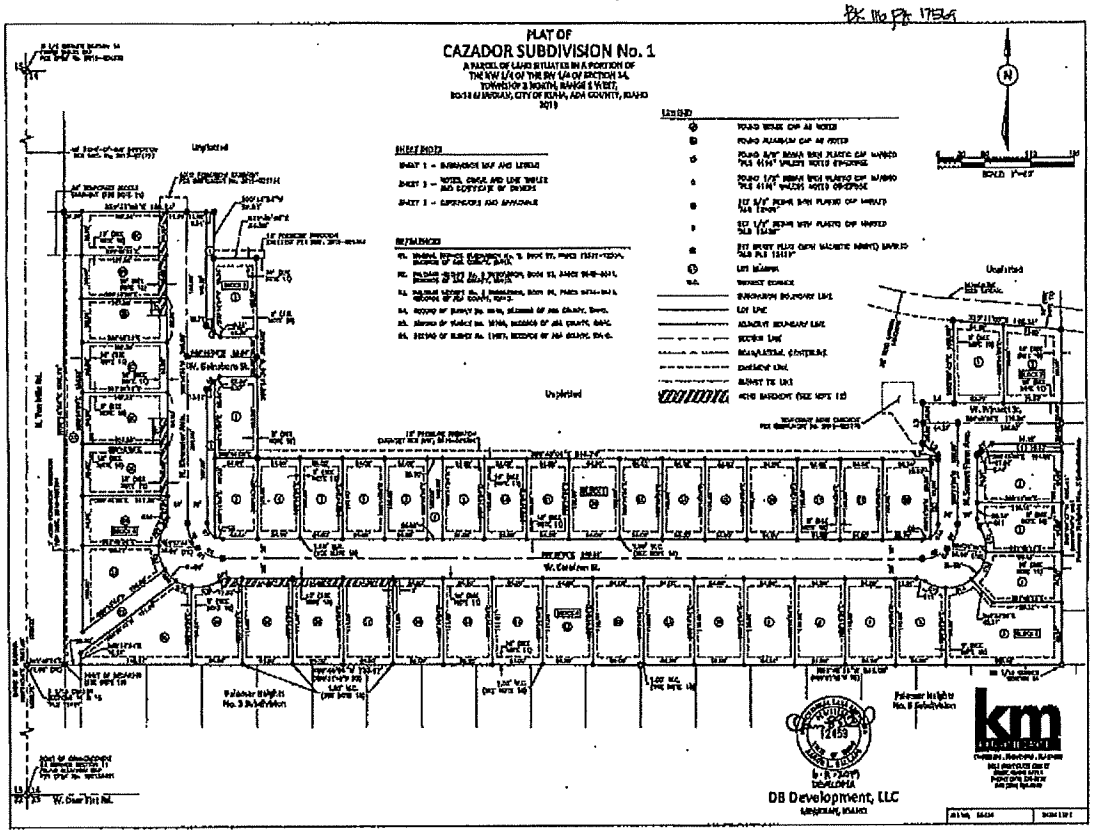
On this the 15 day of July, 2019, before me, the undersigned Notary Public in and for said state, personally appeared Justin Blackstock, known by me to be the Manager of **DB Development, LLC**, a Delaware limited liability company, whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same on its behalf.

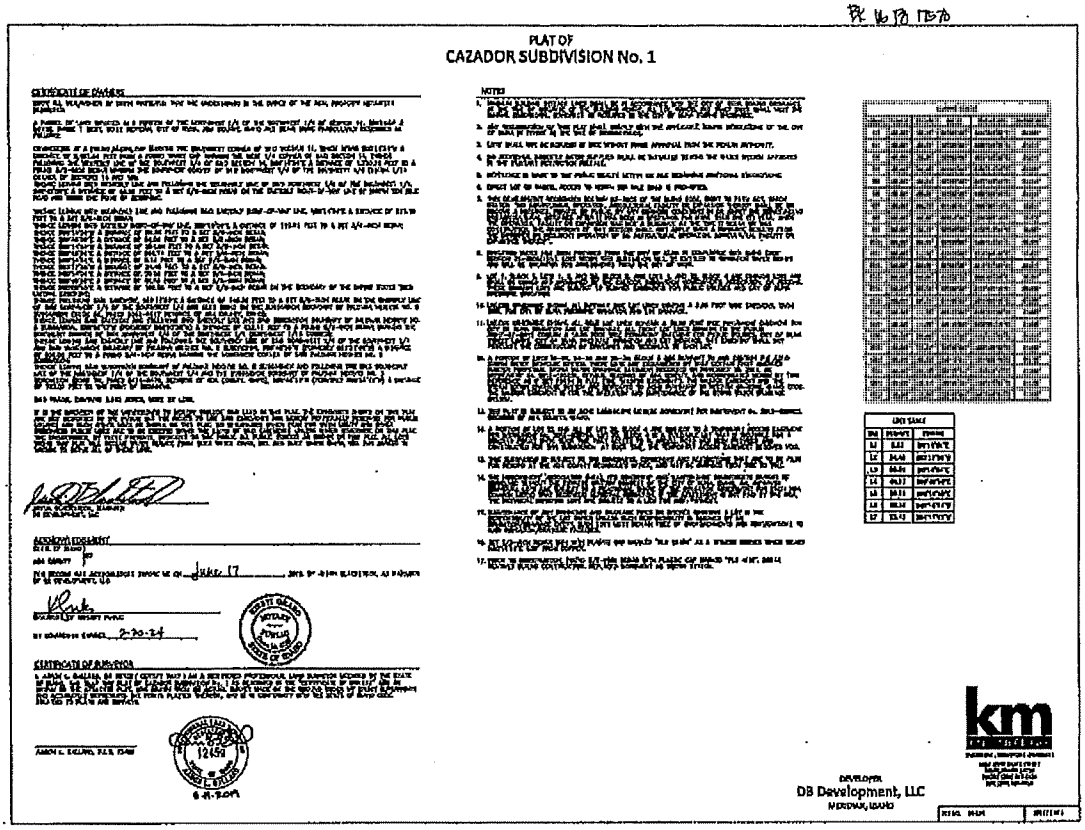
Tammie K Knobloch
Notary Public
Residing At: Star, ID
My Commission Expires: 1-11-24

TAMMIE K KNOBLOCH
COMMISSION #20180043
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/11/2024

Exhibit A

The Property

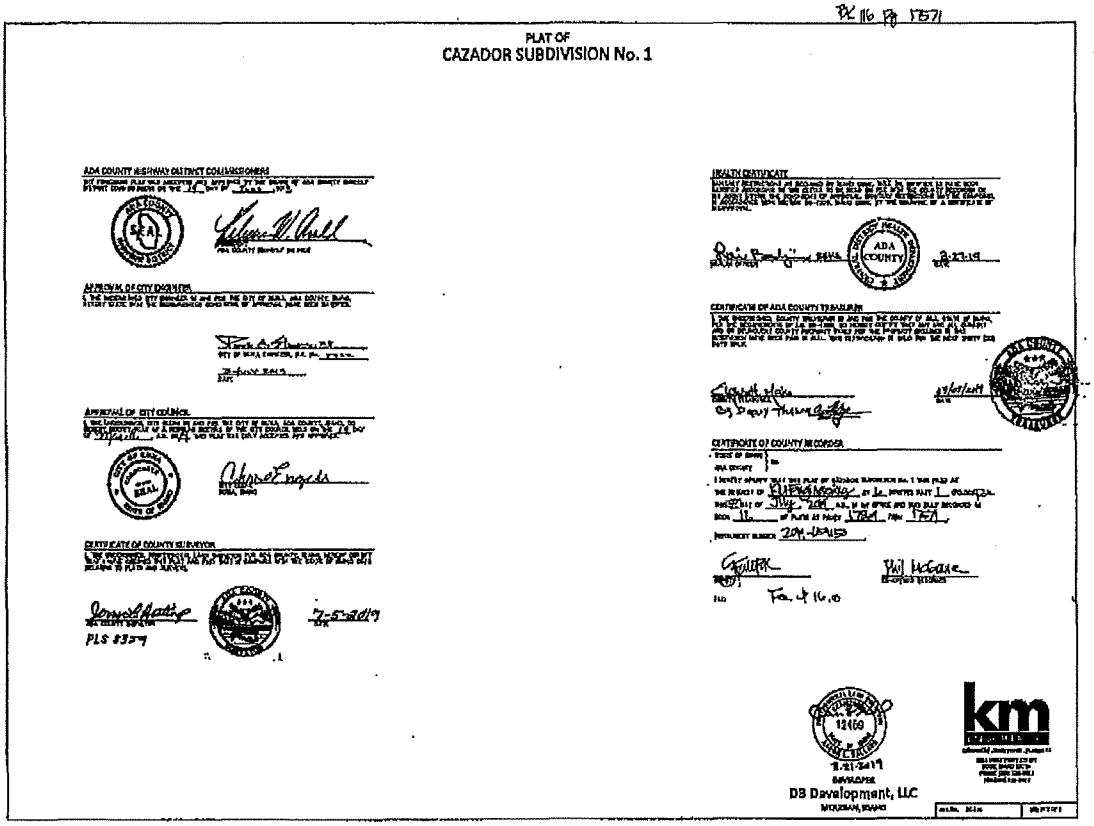




PLAT OF
CAZADOR SUBDIVISION No. 1

DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CAZADOR SUBDIVISION - PAGE 44



PK 116 Pg 17571

PLAT OF
CAZADOR SUBDIVISION No. 1

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

APPROVAL OF CITY ENGINEER

APPROVAL OF CITY COUNCIL

CERTIFICATE OF COUNTY SURVEYOR

PLS #3279

7-5-2019

HEALTH CERTIFICATE

3-27-19

CERTIFICATE OF ADA COUNTY TREASURER

3/28/2019

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO)
ADA COUNTY)

I HEREBY CERTIFY THAT THIS PLAT OF CAZADOR SUBDIVISION No. 1 WAS FILED AT THE REQUEST OF Cutler Engineering AT 16 MINUTES PAST 1 O'CLOCK P.M. THIS 1st DAY OF July, 2019, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 116 OF PLATS AT PAGES 17569 THRU 17571

INSTRUMENT NUMBER 2019-084159

Phil McGrane
EX-OFFICIO RECORDER

Fee: $ 16.00

12469
7-31-2019

SURVEYOR
DB Development, LLC
MERIDIAN, IDAHO

km
engineering

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CAZADOR SUBDIVISION - PAGE 45

Exhibit B

Guidelines

CAZADOR

Architectural Design Standards
&
Construction Guidelines

March 2019

The Architectural Design Standards and Construction Guidelines, as contained herein, are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in Cazador and for maintaining an orderly construction environment. These guidelines are used by the Architectural Control Committee (ACC) in conjunction with the Master Declaration of Covenants, Conditions, and Restrictions (CC&R's). The ACC reserves the right to grant variances or modify these standards as it deems appropriate.

I. Submittals Required for Architectural Control Committee Approval:

All submittals required for ACC review and approval shall be accompanied by the submittal form adopted by the ACC. The following items shall be submitted to the ACC for approval. No construction of any Improvements which will be visible above the ground or which will ultimately affect the visibility of any above ground Improvement may commence until the ACC has approved, in writing, the elevations, building plans, specifications, lot plan and other plans and specifications requested by the ACC. Prior to the start of construction, Owners will submit two (2) sets of plans, including a plat plan, floor plan, all elevations and other documentation requested by the ACC, to the ACC for review. All plans, Specs, Elevations, etc. are to be reviewed and approved by the ACC prior to breaking ground.

The ACC may request additional material to be submitted at its discretion:

- Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. Show all easements and proposed setbacks. Indicate the proposed grading and drainage away from the proposed residence and adjacent lots.
- Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)
- Elevations depicting front, rear and side elevations including proposed material finish descriptions.
- Specifications describing the materials and finishes proposed for both interior and exterior construction
- Landscape plan showing proposed landscape layout, including legend of plant types and sizes.
- Colors proposed for all exterior finishes, including paint colors, brick, stone, and stucco finishes. Exterior colors shall be selected from the ACC approved list of exterior colors.

All submittals and inquiries will be made to:

Cazador Architectural Control Committee
c/o Brittany Sofro
6152 W. Half Moon Ln.
Eagle, ID 83616
TELEPHONE: (208) 340-0884

II. Design Standard

a. **Minimum Square Feet:**
Floor area on the ground floor of a single-story residential home shall not be less than 1600 square feet. Two story homes shall not have less than 1400 square feet on the ground level and not less than 2200 total square feet minimum.
This square footage guideline refers to living space and excludes garages, accents, porches and patios.
The ACC may require additional square feet of finished space depending on compatibility with existing homes or otherwise at its discretion.

b. **Exterior Elevations:**
Exterior Elevations shall be evaluated on the overall character, depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries, and other significant jogs in exterior walls are encouraged. Large expanses of flat, unbroken surfaces are discouraged. Double gables over the entire width of a 3-car garage are discouraged. Stacked rooms over garages shall incorporate a change in the front plane of the garage to avoid large, unbroken vertical surfaces. Where siding is used, batten boards or trim shall be located as inconspicuously and as symmetrically as possible. The Architectural Committee reserves the right to reject plans that in the judgement of the Architectural Committee lack integrity and balance.

Unless otherwise approved by the ACC as compatible with a particular architectural design or style, the minimum pitch for roofs, excluding roofs at porches and deck covers, shall be 5/12. Steeper front-to-back roof pitches may be required on shorter roof spans if needed to provide greater street presence. Broken roof lines are encouraged and required. Mixing of differing roof pitches on the same elevation is discouraged. Roof vents and other ventilation pipes shall be located on the rear elevation except where impractical, shall be painted to match or blend with the roof color, and shall otherwise be installed in an inconspicuous location and manner.
Low-profile roofs with predominant pitch of 5:12 must be consistent with a classic architectural style and must have significant architectural details that are common in classical architecture, such as:

- Heavier **stacked** fascia – minimum 8". Stacked barges and fascia shall consist of 2x6 over 2x8. 6" Fascia gutter may be substituted for the 2x6 stacked over the 2x8 fascia.
- Corbels, exposed rafters or other details that are true to this style

Transitional two-story or 1-1/2 story homes may be located on corner lots provided that the single-story portion of the home is located adjacent to the corner or side street and is approved by the ACC.

c. **Exterior Finishes and Colors**

The following guidelines, which are subject to change by the Architectural Committee, are designed to help provide guidance on appropriate design features for elevation plans and any waiver or exception must be in writing signed by the Architectural Committee:

- Hardboard, cement fiber, natural wood siding and stucco are allowed primary exterior finish material. Vinyl and aluminum siding and soffits are prohibited
- Sixteen-inch (16") minimum eaves and twelve-inch (12") minimum gables are required.
- Boxed or returned soffits are recommended.
- Windows, at siding locations, must have trim materials greater than the depth of the siding to give definition.
- Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevations, however, if the home to be constructed has architectural appeal the Committee may provide written waiver of the stone, brick, or stucco requirements.

i. **Brick, Stone, or Stucco**

Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevations, all corners wrapped minimum of 2 feet. If use of stucco, the home will require additional accents such as additional banding and related architectural accents.

Subject to compatibility with the overall architectural style and design, all homes, except as noted below, shall be required to incorporate brick, stone, and/or stucco in the exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick or stone will be required. In most cases, brick or stone will be require to wrap the corners a minimum of 24". Brick or stone may be required to extend further in cases where there

is a more logical terminus point. Requests for exceptions must be approved in advance by the ACC. Brick and stone colors shall be compatible with the exterior paint colors selected and approved by the ACC. Darker brick shades are encouraged. White or gray brick are not permitted.

The requirement for the use of brick, stone, or stucco on the exterior elevation may be waived for homes with Colonial, Craftsman or other design influences that do not lend themselves to the incorporation of those materials. The ACC may require upgraded siding, additional landscaping, or other design elements at its discretion.

ii. **Siding:**
No cottage lap siding or vinyl siding is allowed. Stucco, Minimum true-lap siding of 8" exposure or less, Faux Shingles, or cement fiber is preferred. Board and batt must be tied to architecture and will be reviewed by the ACC. Other types of siding not contemplated herein are subject to written approval by the ACC. Steel, aluminum, or vinyl siding are prohibited. All siding, no matter the type, is to be installed per manufacture guidelines.

Stucco exterior shall incorporate appropriate articulation, such as 6" trim around windows, 12" intermediate horizontal bands at 2-story elements, belly bands, frieze boards, etc. Stucco projections shall be of 2" nominal depth minimum.

iii. **Exterior Paint Colors**
Exterior wall colors and trim colors must be selected for their harmony with each other and the overall aesthetic goals of Cazador. Rain gutters and downspouts shall be painted to match the color of the surface to which they are attached.

Exterior colors of earth tones, warm tones or grays shall be required for the body of the house. Bright, bold or very dark colors (i.e. blue, red, yellow) shall not be allowed. In circumstances where 2-tone stucco may be allowed, a subtle, lighter shade may be considered.

iv. **Roof:**
All residences must be built with a minimum of thirty-five (35) year life architectural composition unless otherwise approved by the Architectural Committee. Broken rooflines, gables, hip roofs, etc., are strongly encouraged. Roof pitch on all dwellings shall be a

minimum 5/12 roof pitch. Colors shall be Black walnut. Other roofing materials or colors are subject to written ACC approval.

v. **Rain Gutters**
All eaves shall be fully guttered unless the eave drops onto a lower roof that is fully guttered. All gutters and down spouts are required throughout, shall be continuous, and shall be painted to match the color of the surface to which they are attached. In such a case where gutters can be omitted the fascia shall be stacked.

vi. **Fascia Trim**
Roof fascia shall be a minimum of 2x6 stacked over 2x8 dimensional lumber or comparable size composite material. The required 2x6 may be waived in the event of appropriate fascia gutter providing similar definition. If builders are installing a 5" or larger fascia gutter, there is no requirement to stack over the base. In cases where gutters are omitted the fascia shall be stacked. Stack is required on all barges.
Certain architectural styles may require wider fascia. Gables shall incorporate stacked trim including 2x6 stacked over 2x8 dimensional lumber or comparable size composite material. Sixteen-inch (16") minimum eaves and twelve-inch (12") minimum gables are required.

Narrower fascias may be considered if important for a specific architectural style.

vii. **Architectural Detail/ Accents**
Special attention should be paid to architectural details. Proper proportioning of elements will be considered. Decorative wood applications such as columns, corbels, crown, dentil molding and heavy window trim are required. Dormers, gables, bayed windows, and porches are encouraged.

viii. **Chimneys**
Chimneys may be restricted for size and location. All full height chimneys shall have an architectural metal chimney cap that fully encloses the chimney pipes and painted as approved by the ACC.

ix. **Address Plaques**
Address plaques or numbers shall be metal construction and shall be sized and located per City of Kuna requirements

d. Garage and Driveways

Garages shall accommodate a minimum of two (2) cars; detached garages shall be allowed if in conformity with/ and approved by the Architectural Committee. Garage door height shall be 8' minimum and 12' maximum unless otherwise approved by the Architectural Committee. Interiors of garages shall be sheetrocked, taped, sanded and painted. Wood trim around doors and windows, as well as garage doors shall be painted.

Driveways shall not extend more than one foot past the edge of the garage doors and shall be minimized at the curb where practical to provide additional space for landscaping.

Although RV garages are not prohibited, plans submitted with RV garages will be subjected to a more detailed review process and may be denied by ACC. Architectural review will be subjective and in the sole discretion of the ACC. The ACC review will consider:

- Setback from the street and the rest of the house
- How prominent the garage door appears. The intent is to minimize the impact as much as possible
- How well the roof structure blends with the rest of the house.
- Proximity to other homes with RV garages.

e. Detached Storage Facilities:

All vehicles, trailers, tools, and equipment shall be stored out of view in enclosed structures or behind fencing so it isn't visible from the street. A maximum of one (1) detached storage facilities, such as storage sheds, shall be of the same construction, finish, and color as proposed and approved for the house. Size and location may be restricted. Any such structure shall be placed on a concrete pad in a location approved by the ACC and meet the following requirements:

i. A building permit is required if the structure is over 120 s.f. or attached to the primary residence and comply with all permits and requirements of Kuna;
ii. Structure cannot be over 8' in height to midpoint of roof (measured between the roof peak and eaves);
iii. Sometimes these structures can be placed in the rear yard setback but cannot encroach in the side yard setback. The side yard setback extends all the way to the rear of the property. Some rear setbacks also contain "utility easements" and therefore construction is prohibited;

Depending on location, additional landscaping may also be required. Metal storage sheds or other dissimilar structures are prohibited. The ACC encourages the storage of boats, RV's camp trailers and other similar

vehicles or trailers in offsite storage facilities unless RV garage is approved by the ACC.

Note: Lower profile trailer storage is allowed on the side of the home where trailer is not visible above fence. Concrete driveways may not extend past the side of the garage. Access to this side storage area must be landscape rock or other material subject to ACC approval.

f. **Fences:**
The Master Declaration of Covenants, Conditions, and Restrictions (CC&R's) provides that the Architectural Control Committee may set standards relating to the construction of improvements within the Cazador Subdivision. Without proper design, construction, and maintenance standards, perimeter fencing can often present a hodgepodge look, which can rapidly deteriorate and degrade the character of the neighborhood.

The type, design, material and finish of all privacy fences shall be as specified in the ACC Standards, it being the intent of the Grantor that all such privacy fencing shall present, a uniform appearance throughout the Property.

Prior to the construction of any fence, plans shall be submitted to and approved in writing by the ACC and the City of Kuna. The submittal shall include a site plan showing the location of fencing proposed, including setback dimensions, and shall designate the type and height of fence proposed.

Vinyl Fencing:
All fencing shall be constructed six feet (6') in height and shall be vinyl matching the brand and color of the developer installed fencing approved in advance by the Architectural Committee. All fencing shall meet the requirements of the City of Kuna and be permitted as required by Kuna. All fencing shall be maintained by the Owner in good repair.
Builders will be required to split fencing costs with the builder next door.

Wherever possible, adjoining lots shall use common corner posts.

Front fence setbacks shall be a minimum of 4 feet behind the principle setback of the house on each side of the lot.

i. **Dog Runs:**
Dog runs must be approved by ACC prior to installation. Size and

location may be restricted. If approved, they shall be commercially manufactured and well maintained.

g. Landscaping

A landscape plan shall be prepared and submitted to the ACC for approval prior to installation of plant material. Although certain minimum standards for each lot type have been established, additional landscaping is encouraged and may be required by the ACC. The ACC will consider how the proposed landscaping blends with and promotes the overall aesthetics of the site in conjunction with structures. The use of berms and clustered planting groups such as garden beds with trees, shrubs and flowers will be encouraged.

Exterior mounted utility meters, heat pumps, air conditioners, and other such equipment shall be properly screened from view of the street and surrounding homes by landscaping or fencing.

Landscaping shall vary in height and dimension throughout yard and be coordinated with adjacent lots to create a continuous yet varied landscape. Berming with landscape and natural colored boulders. Landscaping of front, rear, and side yards is required to following the minimum standards within 30 days of substantial completion of the home:

i. An automatic underground sprinkler system shall be installed throughout
ii. Except at garden bed locations, sod shall be laid throughout

Front Yard Minimum:

All landscaping is to be completed within thirty (30) days from actual occupancy; It must be fully sodded within thirty (30) days from occupancy.

Trees: Each front yard shall contain at least 2 trees. At least one being a 2" or larger caliper deciduous tree, the other tree may be a 6' (when buried) evergreen. A 6'-8' Ornamental tree qualifies as one of the required two trees.

Shrubs: Five 5-gallon plants, Five 2-gallon plants, and Three or more 1-gallon plants or grasses. Grasses and natural plantings are encouraged.

Ground Cover Mulch: Shall be dark colored or black permabark or approved alternative for a general dark, uniform color tone throughout the neighborhood.

An Automatic Sprinkler System (covering all of the yard) must

be completed within thirty (30) days of occupancy. All planter beds shall be irrigated with drip irrigation. Care shall be taken to prevent irrigation from spraying against the foundation or on any component of the residence. Irrigation water shall not be allowed to run off the lot in any direction and shall never drain to a neighboring lot.

Back Yard and Side Yard Minimum:

Sod and Full in-ground automated sprinklers.
Trees: Shall contain 2 additional trees. At least one being a 2" or larger caliper deciduous trees, the other being a 6' minimum evergreen.
Shrubs: Four 5-gallon plants and four 1-gallon plants are required.
Ground Cover Mulch: Shall be dark colored or black permabark or approved alternative for a general dark, uniform color tone throughout the neighborhood.

Extensions for completion of landscaping may be granted when weather conditions hamper landscape construction from December 1 through April 1. Driveway site coverage shall be minimized to provide additional area for landscaping. Gravel pads for parking of vehicles, trailers, etc. are not acceptable.

h. **Exterior Lighting**

In order to maintain a well-lit streetscape and promote neighborhood safety, each home shall provide front yard exterior lighting by one of the following methods:

i. A minimum of two Dark Sky wall mounted lights with a 60-watt bulb or Dark Sky canned lighting shall be installed at the front of each home in a location that will provide light to the front yard and adjoining streets. The lights shall have photosensitive switches that automatically activate the lights in the evenings.

Other approved lighting includes normal entrance lights on porches, garages, and other entries to the home providing they do not exceed 100 watts each. High watt fixtures intended for lighting back yard play areas may be permitted with the approval of the ACC. Such fixtures must be mounted in an unobtrusive manner and shall not illuminate neighboring properties and shall not be operated at late hours that causes a nuisance to the neighboring property owners.

i. **Mailboxes:**

Mailboxes and newspaper receptacles will be specified by the Developer and approved by the Post Master. No exceptions or substitutions are permitted unless otherwise approved in writing by the ACC. After installation, the builder or owner shall protect and maintain the mailbox. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner. In the event that cluster mail boxes are required by the Post Master the location shall be determined by the Developer in coordination with the Post Master and installed by the Developer. In the event that lot specific mailboxes are allowed they will be specified by the Developer and shall be installed paired with the neighboring lot at their common garage side property line. The paired mailbox stand shall be installed by the first lot to obtain certificate of occupancy (CofO) and shall be installed immediately following CofO.

j. Antennae

Exterior radio antennae, television antennae or other antennae, including satellite dishes, must be approved in writing by ACC prior to installation.

III. Construction Guidelines

a. Condition of Lot

The developer, its engineer or surveyor may relocate missing property pins or sewer/water makers, as well as pressurized irrigation lot tie ins, that cannot be located by ordinary inspection (including light digging to uncover buried pins or markers) prior to closing. Resetting property pins or utility markers will carry a minimum charge of $100 from the developer plus cost of survey.

b. Excavation

Excavators are required to contact Dig Line at 342-1585 prior to commencing excavation on ANY lot. Lots shall be excavated in a manner that will not adversely impact neighboring lots. Excess dirt shall be removed from the subdivision and may not be deposited or dumped on other lots or vacant ground slated for future development. In the absolute discretion of the Developer a designated location for dumping clean excavation material may be provided and in the event all clean material excavated from all lots shall be dumped in the designated location.

c. Elevation of Foundations

Unless otherwise approved, foundations shall be set a minimum of 18" and a maximum of 24" above the back of curb elevation. Buyer shall take all necessary steps in setting the foundation elevation to ensure that drainage will be retained on site or drained into the adjoining street. Buyer may

contact the developer after excavating and setting footings but prior to pouring the foundation for a pre-pour inspection.

d. **Construction and Jobsite Maintenance**
Upon commencement of construction, the construction of the improvements shall be diligently pursued in accordance with the ACC approved plans, including all conditions of approval. Construction shall be completed within one hundred eighty (180) days from the date construction commences, defined herein as excavation for the foundation.

If construction is not completed within 180 days from the date construction commences and builder is not diligently pursuing completion (with no activity on site for 30 days), the ACC/Association shall have the option to require the Owner and or the builder to return the lot to its original condition within twenty (20) days. If owner/ builder has not returned the lot to its original condition within the timeframe required, the ACC/Association has the right to immediately access the site and return the lot to its original condition at the Owner/builder's expense.

Washout of concrete trucks and equipment will be performed outside of the subdivision or in a designated Concrete Washout Area identified in the absolute discretion of the Developer. Developer will determine a location and provide direction to the Concrete Washout Area within Cazador. Contractors are required to utilize this area to clean concrete trucks, pumpers, or other concrete coated equipment if washed within the subdivision.

Construction shall not begin prior to 7:00a.m. or continue after sunset; however, during the mid-summer months (June - August), contractors may begin as early as 6:00a.m. as long as they are sensitive to neighbors and must comply with the local jurisdiction.

Jobsites shall be tidied up and free of debris each evening and prior to each weekend. Each builder shall provide a trash bin/dumpster at the jobsite. Jobsite trash or debris that may be scattered by wind shall be properly contained in trash bin/dumpsters or by other means. Builders and lot owners who fail to maintain the lot in an orderly manner or allow construction debris to clutter surrounding properties may be subject to appropriate action from the developer or Owners Association. In the event a lot is allowed to accumulate excess debris or debris that can be blown from the lot, Developer and Association reserves the right to obtain the service of a contractor to clean the lot of excess debris and collect wind-blown debris

and charge to the lot owner/builder the cost of clean-up plus a service fee of $200.00 per event. Vehicles that travel into mud conditions shall remove all mud from their tires before proceeding into the streets. Tracking of mud into the street is absolutely prohibited and shall be cleaned immediately. The Developer and Association reserves the right to obtain the service of a contractor to clean any mud tracked into the street and charge to the lot owner/builder the cost of clean-up plus a service fee of $200.00 per event.

Temporary toilets, construction equipment, and construction material shall be contained within the lot boundaries.

Temporary toilets will be provided by each builder. Builders shall encourage their subcontractors to utilize the facilities they have provided, in accordance with the lot/house that they are working on.

All vehicles will be parked within the lot boundaries or on public streets adjacent to the jobsite and shall not block traffic, mailboxes, or otherwise interfere with existing homeowners.

Loose dogs shall not be allowed at the construction site. No inappropriate language, shouting, or other inappropriate behavior. Radios or other music must be kept to a minimum volume.

Power and water must not be used from existing dwellings without permission from the owner.

Contractors must obey the speed limit within Cazador. No speeding or unsafe driving.

Streets shall remain free from dirt, gravel, or other excavation material and shall be maintained by the owner or builder in a clean and orderly manner and may be cleaned by Developer/Association as defined above.

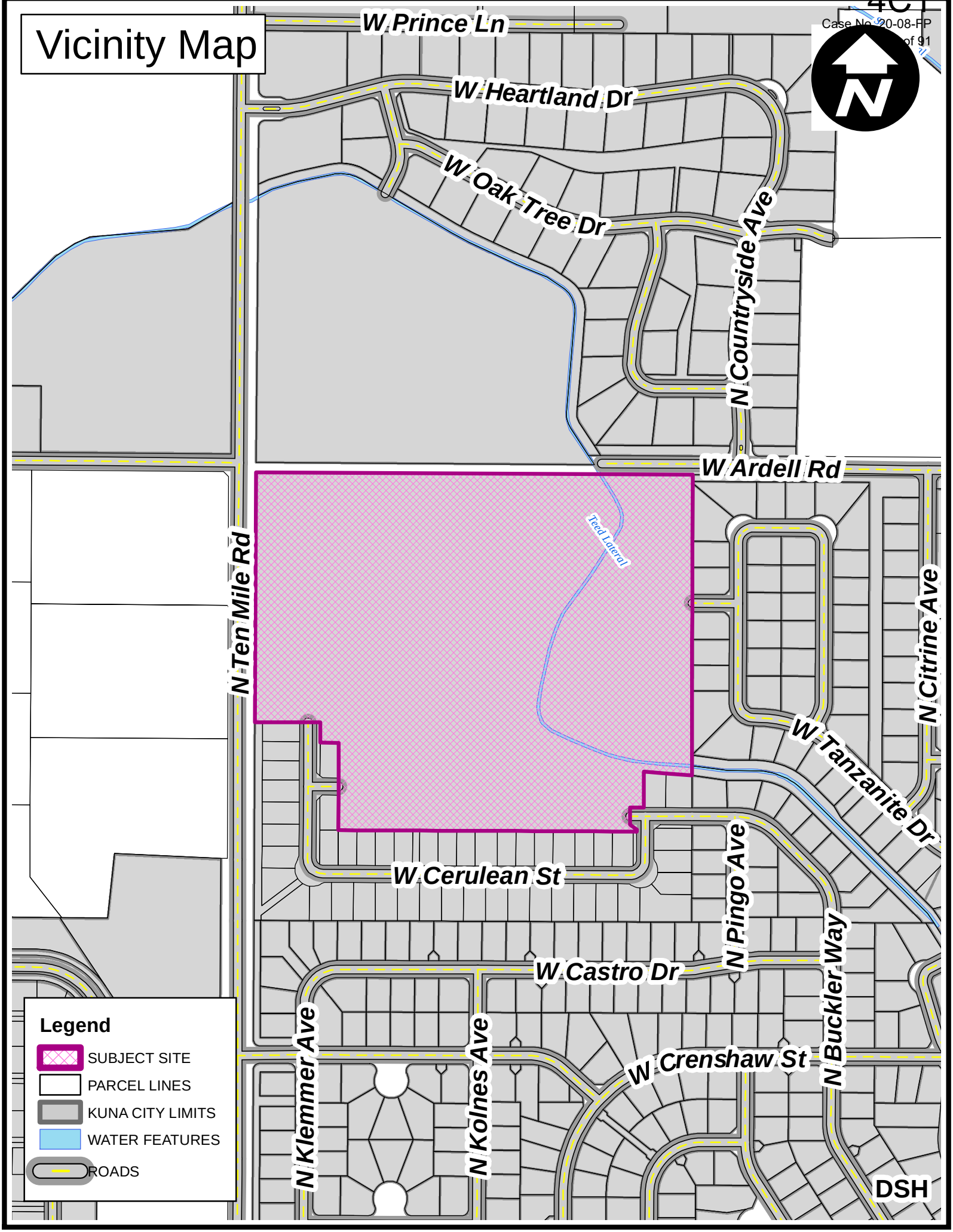
At their own discretion, builders may seek a Temporary Right-of-Way Use Permit from Ada County Highway District (ACHD) to temporarily block the sidewalk in front of a home under construction. For more information and specific requirements, please call (208) 387-6280.

All complaints will be conveyed to the Builder, who is responsible for compliance with these guidelines. The Builder is responsible to the developers of Cazador and the Cazador Owners Association for the compliance of their contractors and subcontractors with these jobsite

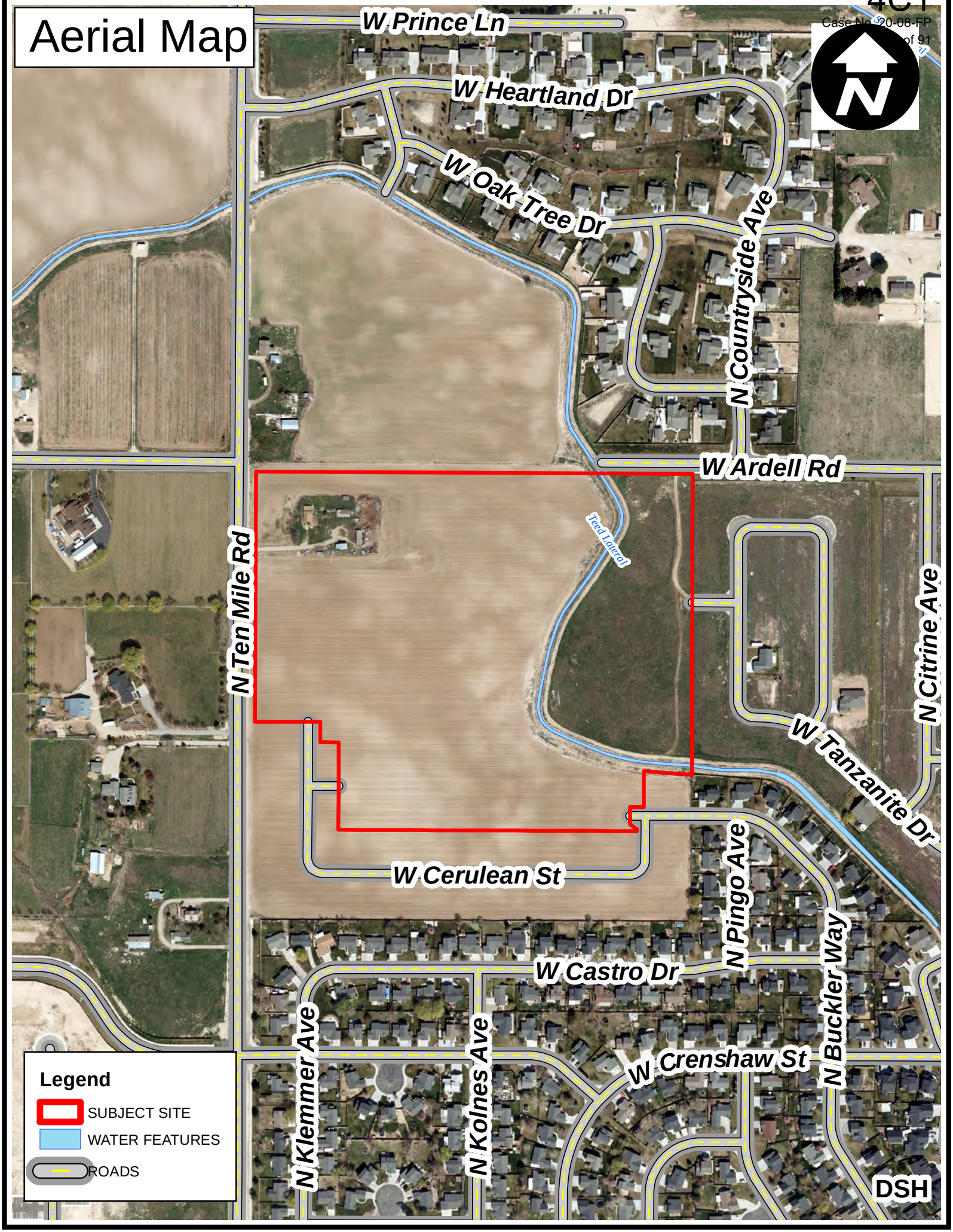
guidelines. It is important that the Cazador experience be a positive one for builders, contractors, residents and their families.

- END -

Vicinity Map



Aerial Map


W Prince Ln
W Heartland Dr
W Oak Tree Dr
N Countryside Ave
W Ardell Rd
N Ten Mile Rd
Teed Lateral
N Citrine Ave
W Tanzanite Dr
W Cerulean St
N Pingo Ave
N Buckler Way
W Castro Dr
N Klemmer Ave
N Kolnes Ave
W Crenshaw St
DSH
Legend
SUBJECT SITE
WATER FEATURES
ROADS

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

City of Kuna
Planning & Zoning Department

Agency Notification

April 14, 2020

Notice is hereby given by the City of Kuna the following actions are under consideration**:**

FILE NUMBER:	20-08-FP (Final Plat) – Cazador No. 2
PROJECT DESCRIPTION	KM Engineering requests Final Plat Approval for Cazador No. 2, which consists of 50 buildable lots and 10 common lots (60 total lots) on 11.36 acres (APN: S1314325500)
SITE LOCATION	2332 N. Ten Mile Road, Kuna, Idaho 83634.
REPRESENTATIVE	*Kirsti Grabo* *9233 W. State Street* *Boise, ID 83714* *208-639-6939* *kgrabo@kmengllp.com*
SCHEDULED HEARING DATE	Tuesday, **May 19, 2020.** 6:00 P.M.
STAFF CONTACT	Doug Hanson dhanson@kunaid.gov Phone**:** 922.5274 Fax**:** 922.5989

We have enclosed information to assist you with your consideration and response. *No response within 15 business days will indicate you have no objection or comments for this project.* We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. ***If your agency needs different plans or paper copies to review, notify our office know and we will send them. Please notify our office who future packets should be sent to, included their email as well.*** If your agency needs additional time for review, please let our office know ASAP.

CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634

Paul A. Stevens, P.E.
Kuna City Engineer

FINAL PLAT MEMORANDUM

Date: **18 May 2020**

From: **Paul A. Stevens, P.E.**

To: **Wendy Howell, Planning and Zoning Director**

RE: **Cazador No. 2, 20-08-FP**

The Red Cloud No. 1, 20-08-FP Final Plat request dated 14 April 2020 has been reviewed. This review is based on land use as allowed or permitted in an "R-6" zone.

This Final Plat encompasses 11.36 Acres containing fifty (50) residential lots and ten (10) common lots. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

a) The applicant provided a cover letter.
b) The applicant provided a final plat. Design drawings were not provided with this application.

2) General

a) Cazador No. 2, 20-08-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
b) Provide engineering certification on all final engineering drawings/Record Drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

a) The responsible engineer of record will provide Record Drawings upon completion.
b) The inspection fee for City inspection of the construction of public water, sewer and irrigation facilities associated with this development has been paid.

4) Sanitary Sewer & Potable Water Connection & Fees

a) This project is in agreement with the Sewer, and Water master plans.

b) This project will add to Ten Mile Lift Station. This lift station is at capacity.

5) Pressurized Irrigation

a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

The following is a requirement of the Final Plat approval and subsequent construction drawings:

a) Grading and drainage plans have been provided as part of the Construction Drawings.

b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.

c) The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.

d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

a) Comments may result from the final construction review.

(1) The final plat appears complete.

(2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

a) As-built (Record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. *Correct and verified As-Built (Record Drawings) drawings will be required before occupancy or final plat approval is granted.*

Case No. 20-08-FP
91 of 91

CENTRAL DISTRICT HEALTH DEPARTMENT

CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to:
- ☐ ACZ
- ☐ Boise
- ☐ Eagle
- ☐ Garden City
- ☐ Meridian
- ☒ Kuna
- ☐ Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 20-08-FP

Cazado 2

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.

☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
- ☐ high seasonal ground water
- ☐ bedrock from original grade
- ☐ waste flow characteristics
- ☐ other _____

☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

☒ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
- ☒ central sewage
- ☐ interim sewage
- ☐ individual sewage
- ☐ community sewage system
- ☒ central water
- ☒ individual water
- ☐ community water well

☒ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
- ☒ central sewage
- ☐ sewage dry lines
- ☐ community sewage system
- ☒ central water
- ☐ community water

☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.

☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 12. We will require plans be submitted for a plan review for any:
- ☐ food establishment
- ☐ beverage establishment
- ☐ swimming pools or spas
- ☐ grocery store
- ☐ child care center

☒ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

☐ 14. _____

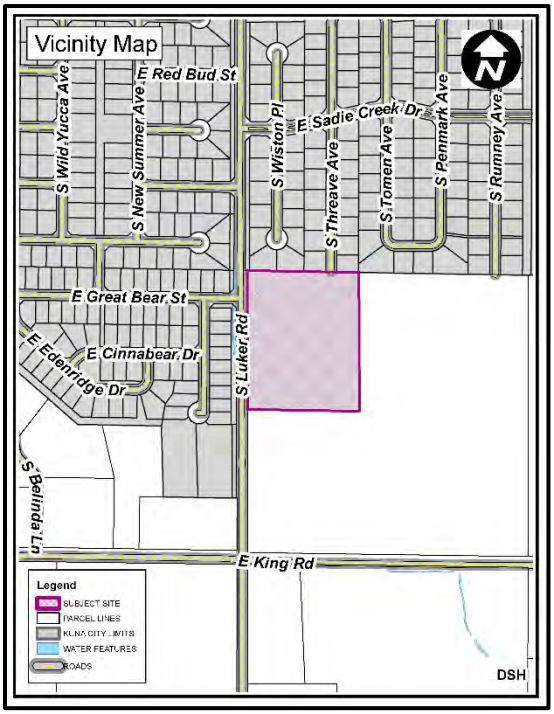
Reviewed By: Lou Bamji

Date: 4/17/2020

City of Kuna
City Council
Staff Memo

P.O. Box 13
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.ld.gov

To:	**Kuna City Council**
Case Number:	20-10-FP (Final Plat) – Red Cloud Sub No. 1
Location:	1250 S. Luker Road, Kuna Idaho 83634
Planner:	Doug Hanson, Planner I
Meeting Date:	June 2, 2020
Applicant/ Owner:	SSM2 Company 885 W. Rush Road Eagle, ID 83616 208.939.1000
Representative:	B&A Engineers 5505 W. Franklin Road Boise, ID 83705 208.519.4393 dacrawford@baengineers.com



A. General Project Facts:

1. B&A Engineers is requesting final plat approval for Red Cloud Sub No. 1 which has twenty-four (24) residential building lots and two (2) common lots on a total of approximately 4.84 acres (Ada County Assessor Parcel No. S1325438500).

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Red Cloud Sub No. 1.
2. Staff has determined that the proposed final plat for Red Cloud Sub No. 1 is in conformance with the approved preliminary plat.

C. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 50, Chapter 13, Plats and Vacations.

D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes to bring the final plat into conformance as recommended by Kuna Public Works Staff.
2. Upon City Council Council's approval, no revisions shall be made to the final plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.

From: noreply@civicplus.com
To: Jessica Reid; Doug Hanson
Subject: Online Form Submittal: Final Plat
Date: Thursday, April 9, 2020 3:36:45 PM

Final Plat

Step 1

Please complete each section of application in full
NOTE: Engineering fees shall be paid by the applicant if required.

In order for this application to be submitted a file MUST be provided for each item marked by a red asterisk (*).

(Section Break)

Contact/Applicant Information

Owner(s) of Record	SSM2 Company - Maile, Tom
Phone:	208-939-1000
Email:	mtgiv@qwest.net
Address1	885 W. Rush Rd.
Address2	*Field not completed.*
City	Eagle
State	ID
Zip	83616
Applicant (Developer):	David Crawford
Applicant (Developer) Company:	B&A Engineers, Inc.
Phone:	208-519-4393
Email:	dacrawford@baengineers.com
Address1	5505 W. Franklin Rd.
Address2	*Field not completed.*
City	Boise
State	ID

Zip	83705
Engineer/Representative:	Joe Canning
Engineer/Representative Company:	B&A Engineers, Inc.
Phone:	208-519-4394
Email:	jdcanning@baengineers.com
Address1	5505 W. Franklin Rd.
Address2	*Field not completed.*
City	Boise
State	id
Zip	83705

(Section Break)

Subject Property Information	
Site Address:	1250 S. Luker Rd.
Nearest Cross Streets:	W. King Rd. & S. Luker Rd.
Parcel Number(s):	S1325438500
Section, Township, Range:	Sec 25, T2N, R1W
Property Size:	4.84 ac
Current Land Use:	under const.
Current Zoning District:	R-6
Proposed Land Use:	Residential
Proposed Zoning District	no change

(Section Break)

Project Description	
Project/Subdivision Name:	Red Cloud Subdivision No. 1

General description of proposed project/request:	City approval & signature for final plat
Type of Use Proposed - Check all that apply:	Residential
If Other has been selected, please provide a description:	*Field not completed.*
Amenities provided with this development:	N/A

(Section Break)

Residential Project Summary (if applicable):

Are there existing buildings?	No
Please describe existing buildings:	*Field not completed.*
Any existing buildings to remain?	*Field not completed.*
Number of Residential Units:	*Field not completed.*
Number of buildable lots:	24
Number of common lots and/or other lots:	2
Type of dwellings proposed - Check all that apply:	Single-Family
Minimum square footage of structures:	*Field not completed.*
Gross Density (DU/Acre - Total Property):	5.37 DU/ac
Net Density (DU/Acre - Excluding Roads):	7.27 DU/ac
% of Open Space provided:	3%

Acreage of Open Space:	0.14 ac
Type of Open Space provided?	common

(Section Break)

Non-Residential Project Summary (if applicable):

Number of building lots:	*Field not completed.*
Other lots:	*Field not completed.*
Gross floor area square footage:	*Field not completed.*
Existing:	*Field not completed.*
Hours of Operation:	*Field not completed.*
Building Height:	*Field not completed.*
Total Number of Employees:	*Field not completed.*
Max. Number of Employees at one time?	*Field not completed.*
Number & ages of students/children:	*Field not completed.*
Seating Capacity:	*Field not completed.*
Existing fencing? Type? Will it remain?	*Field not completed.*
Fencing type, size & location?	*Field not completed.*
Handicapped parking spaces:	*Field not completed.*
Total parking spaces:	*Field not completed.*
Width of driveway aisle:	*Field not completed.*
Proposed lighting:	*Field not completed.*
Proposed landscaping:	*Field not completed.*

Step 2

All applications are required to contain one copy of the following	
Approved Drawings	Red Cloud Subd. No. 1 Approved Const. Plans 12-6-19.pdf
Proposed Final Plat	Red Cloud Subd. No. 1 Final Plat.pdf
Findings of Fact & Conclusions of Law	CC FofF, CofL SIGNED 3.14.19.pdf
Proof of Ownership	Red Cloud Deed Affidavit.pdf
Additional Proof	Red Cloud Deed Affidavit.pdf
Statement of Conformance	Red Cloud Conf. Letter.pdf
CCNR's	Redcloud Sub CCNRs.pdf
The Final Plat shall include and be in compliance with all items required under Title 50, Chapter 13 of Idaho State Code.	Yes
(Section Break)	

By checking the "I agree" box below, you agree and acknowledge that 1) Your application will not be signed in the sense of a traditional paper document, 2) By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) You may still be required to provide a traditional signature at a later date.

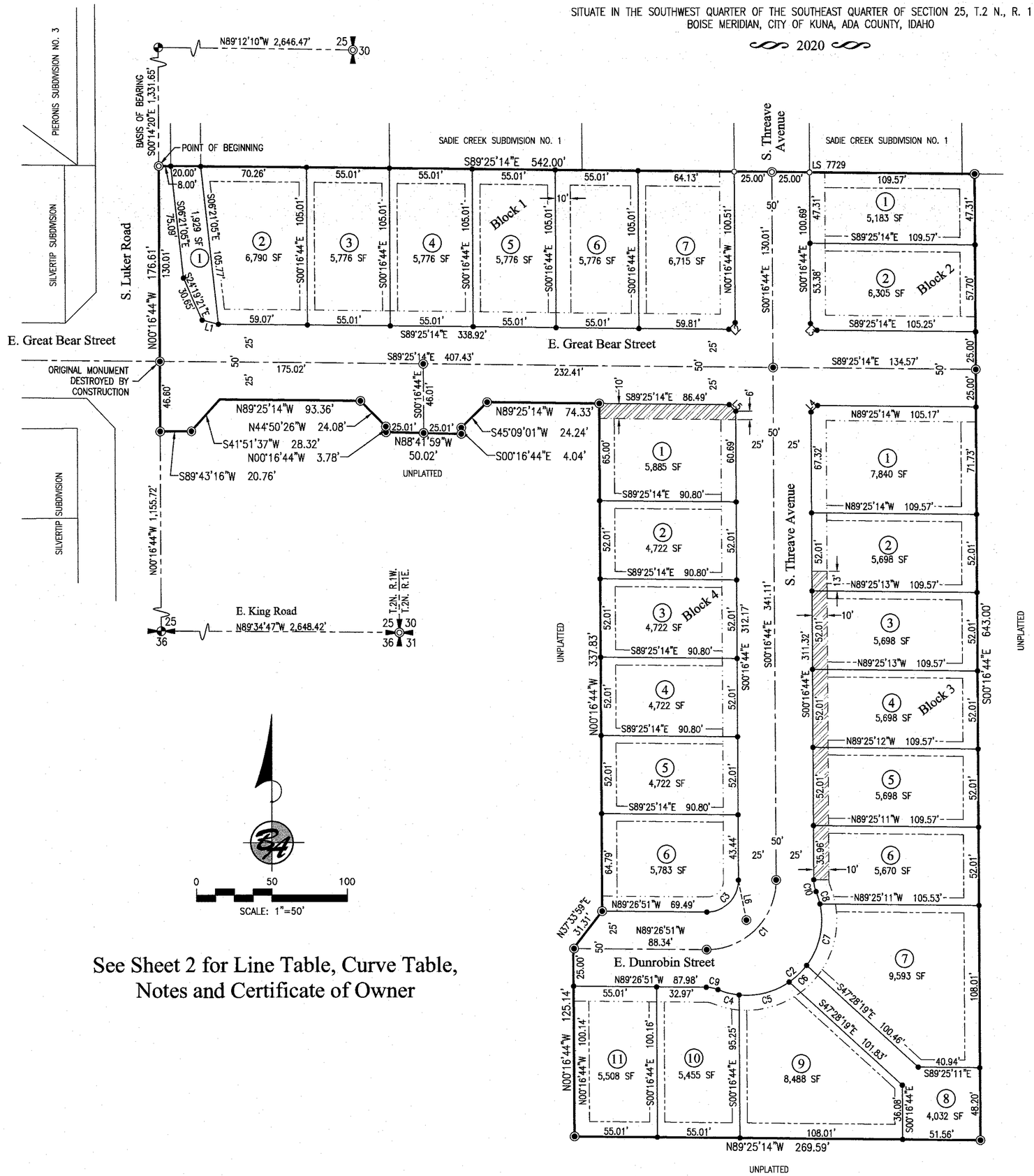
First Name	David
Last Name	Crawford
Electronic Signature Agreement	I Agree
Date & Time	4/9/2020 3:45 PM
(Section Break)	
Affidavit of Legal Interest Form	Click here

Email not displaying correctly? View it in your browser.

Red Cloud Subdivision No. 1

SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W.,
BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

2020



See Sheet 2 for Line Table, Curve Table, Notes and Certificate of Owner

Legend

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- STREET CENTERLINE
- ADJOINING PROPERTY LINE
- TIE LINE
- WATER, SEWER, DRAINAGE, AND PRESSURE IRRIGATION EASEMENT LINE TO BENEFIT THE CITY OF KUNA, SEE NOTE 10, SHEET 2 FOR MORE INFORMATION
- 10' WIDE PUBLIC UTILITY EASEMENT LINE, SEE NOTE 9, SHEET 2 FOR MORE INFORMATION
- STORM DRAINAGE EASEMENT LINE TO BENEFIT ACHD, SEE NOTE 13, SHEET 2
- FOUND 1/2" PIN WITH PLASTIC CAP LABELED LS 4998, UNLESS OTHERWISE NOTED
- FOUND 5/8" PIN WITH PLASTIC CAP LABELED LS 4998, UNLESS OTHERWISE NOTED
- SET 1/2"X24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- SET 5/8"X30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- CENTER SECTION 25
  FOUND ALUMINUM CAP LS 7729
  CP&F 2017-024416
  CP&F 8723233
  CP&F 94019910
- 25 30 / 36 31 EAST 1/4 COR
  FOUND 5/8 LEAVITT PLS 9895
  CP&F 104159397
  CP&F 8723234
- 25 / 36 SOUTH 1/4 COR
  FOUND BRASS CAP LS 4431
  CP&F 109009855
  CP&F 100029431
  CP&F 9124254
  CP&F 9068085
  CP&F 8960635
- 25 30 / 36 31 SE COR SECTION 25
  FOUND 5/8 PIN W/ PLASTIC CAP
  CP&F 9283032
  CP&F 8825942

Survey Narrative

PURPOSE: THE PURPOSE IS TO CREATE A SUBDIVISION WITH 24 BUILDABLE LOTS AND 2 OPEN SPACE LOTS.

BOUNDARY ESTABLISHMENT: THE BOUNDARY WAS ESTABLISHED PER WARRANTY DEED 102111368, ADA COUNTY, IDAHO

SUBDIVISION PLATS
- SADIE CREEK SUBDIVISION NO. 1, BOOK 100, PAGES 12931-12935
- PIERONIS SUBDIVISION NO. 3, BOOK 108, PAGES 15062-15064
- SILVERTIP SUBDIVISION, BOOK 99, PAGES 12689-12690

RECORDS OF SURVEY
- ROS NO. 1500
- ROS NO. 4951
- ROS NO. 7205

INSTRUMENT NUMBERS
- 102111368 WARRANTY DEED

REGISTERED PROFESSIONAL LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING 4-7-2020

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Red Cloud Subdivision No. 1

Line Table		
LINE	BEARING	DISTANCE
L1	S75°34'43"E	11.12'
L2	N43°52'44"E	6.19'
L3	N44°50'59"W	6.15'
L4	S45°08'36"W	6.19'
L5	S44°52'00"E	6.14'
L6	N11°14'46"W	27.01'

Curve Table					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST
C1	90°49'53"	46.00'	72.92'	N45°08'13"E	65.52'
C2	134°42'00"	50.00'	117.55'	N45°08'13"E	92.29'
C3	90°49'53"	21.00'	33.29'	N45°08'13"E	29.91'
C4	16°51'57"	50.00'	14.72'	S75°56'46"E	14.67'
C5	40°09'54"	50.00'	35.05'	N75°32'18"E	34.34'
C6	18°27'09"	50.00'	16.10'	N46°13'46"E	16.03'
C7	49°19'17"	50.00'	43.04'	N12°20'33"E	41.72'
C8	9°53'42"	50.00'	8.64'	N17°15'56"W	8.62'
C9	21°56'03"	21.00'	8.04'	N78°28'49"W	7.99'
C10	21°56'03"	21.00'	8.04'	S11°14'46"E	7.99'

Notes

1. THIS PROPERTY LIES WITHIN THE BOISE-KUNA IRRIGATION DISTRICT AND THE KUNA MUNICIPAL IRRIGATION SYSTEM. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO ASSESSMENTS. IRRIGATION WATER WILL BE PROVIDED BY THE KUNA MUNICIPAL IRRIGATION SYSTEM IN COMPLIANCE WITH IDAHO CODE SECTION §31-3805(1)(B).

2. ALL REFERENCES TO HOMEOWNERS' ASSOCIATION HEREON ARE TO THE RED CLOUD HOMEOWNERS' ASSOCIATION, INC., AND THE OWNERS OF THE LOTS, WITHIN SAID SUBDIVISION, JOINTLY PURSUANT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AS INSTRUMENT NO. _____, AS AMENDED FROM TIME TO TIME.

3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.

4. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AND CONDITIONS OF THE STAFF REPORT FOR RED CLOUD SUBDIVISION.

5. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.

6. LOT 1, BLOCK 1 AND LOT 8, BLOCK 3 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION (HOA), IT'S OWNERSHIP, AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT, AS DETERMINED BY THE CITY OF KUNA.

7. NO EASEMENT SHOWN OR DESIGNATED HEREON SHALL PRECLUDE THE CONSTRUCTION AND MAINTENANCE OF HARD-SURFACED DRIVEWAYS, LANDSCAPING (EXCEPT TREES), PARKING, OR OTHER SUCH NON-PERMANENT IMPROVEMENTS.

8. ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.

9. PUBLIC UTILITY EASEMENT IS HEREBY RESERVED AS FOLLOWS:
   - 10-FEET WIDE ALONG PUBLIC RIGHTS-OF-WAYS.

10. WATER, SEWER, DRAINAGE, AND IRRIGATION EASEMENTS ARE HEREBY RESERVED FOR THE CITY OF KUNA FOR THE INSTALLATION AND MAINTENANCE OF LINES AS SHOWN HEREON (UNLESS OTHERWISE DIMENSIONED).
    - 10-FEET WIDE ALONG PUBLIC RIGHT-OF-WAYS, REAR LOT LINES AND THE EXTERIOR BOUNDARY.
    - 10-FEET WIDE ALONG AND CENTERED ON INTERIOR LOT LINES.

11. MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE, OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.

12. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION §22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.

13. PORTIONS OF LOT 1, BLOCK 4, AND LOTS 2 THROUGH 6, BLOCK 3 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THIS LOT IS ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT, RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION §40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

14. A BLANKET EASEMENT FOR WATER, SEWER, PRESSURE IRRIGATION, AND DRAINAGE IS HEREBY RESERVED ON LOT 1, BLOCK 1 AND LOT 8, BLOCK 3, TO BENEFIT THE CITY OF KUNA.

15. THIS DEVELOPMENT IS SUBJECT TO A LICENSE AGREEMENT, INST. NO. _____ TO BENEFIT THE ADA COUNTY HIGHWAY DISTRICT.

Certificate of Owner

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF A CERTAIN TRACT OF LAND TO BE KNOWN AS RED CLOUD SUBDIVISION NO. 1, AND THAT IT INTENDS TO INCLUDE THE FOLLOWING DESCRIBED LAND IN THIS PLAT:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 25 WHICH BEARS N89°12'10"W, 2,646.47 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 25; THENCE S00°14'20"E, 1,331.65 FEET ALONG THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 25 TO THE SOUTHWEST CORNER OF SADIE CREEK SUBDIVISION NO. 1, AS SHOWN IN BOOK 100 OF PLATS, PAGES 12931 THROUGH 12935, RECORDS OF ADA COUNTY, IDAHO, AND TO THE NORTHWEST CORNER OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, WHICH IS ALSO THE POINT OF BEGINNING:

THENCE S89°25'14"E, 542.00 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID SADIE CREEK SUBDIVISION NO. 1, AND TO THE NORTHERLY BOUNDARY OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25;

THENCE S00°16'44"E, 643.00 FEET;

THENCE N89°25'14"W, 269.59 FEET;

THENCE N00°16'44"W, 125.14 FEET;

THENCE N37°33'59"E, 31.31 FEET;

THENCE N00°16'44"W, 337.83 FEET;

THENCE N89°25'14"W, 74.33 FEET;

THENCE S45°09'01"W, 24.24 FEET;

THENCE S00°16'44"E, 4.04 FEET;

THENCE N88°41'59"W, 50.02 FEET;

THENCE N00°16'44"W, 3.78 FEET;

THENCE N44°50'26"W, 24.08 FEET;

THENCE N89°25'14"W, 93.36 FEET;

THENCE S41°51'37"W, 28.32 FEET;

THENCE S89°43'16"W, 20.76 FEET TO THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 25, AND TO THE EASTERLY BOUNDARY OF SILVERTIP SUBDIVISION SHOWN IN BOOK 99 OF PLATS, PAGES 12689 THROUGH 12690, RECORDS OF ADA COUNTY, IDAHO;

THENCE N00°16'44"W, 176.61 FEET ALONG THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 25, AND ALONG THE EASTERLY BOUNDARY OF SAID SILVERTIP SUBDIVISION TO THE POINT OF BEGINNING.

COMPRISING 4.84 ACRES, MORE OR LESS.

See Sheet 3 for Owner's Signature

REGISTERED LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING 4-7-2020

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Red Cloud Subdivision No. 1

Certificate of Owner (continued)

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC; THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USED SAID EASEMENTS IS HEREBY RESERVED FOR THE USES SPECIFICALLY DEPICTED ON THE PLAT, AND FOR ANY OTHER PURPOSES DESIGNATED HEREON. THE LOTS WITHIN THIS SUBDIVISION ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA; AND THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF: I HAVE HEREUNTO SET MY HAND ON THIS 9 DAY OF APRIL, 2020

Thomas G. Maile IV

THOMAS G. MAILE IV, SECRETARY
SSM2 COMPANY

Acknowledgment

STATE OF IDAHO)
)SS
COUNTY OF _____)

ON THIS 9th DAY OF April, IN THE YEAR OF 2020, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THOMAS G. MAILE IV, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY OF THE CORPORATION THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

IN WITNESS WHEREOF: I HAVE SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Sandy J. Smallwood

NOTARY PUBLIC FOR IDAHO
RESIDING IN Boise, IDAHO
MY COMMISSION EXPIRES 7/24/2024

SANDY J. SMALLWOOD NOTARY PUBLIC Comm. No. 34574 STATE OF IDAHO

Certificate of Surveyor

I, JOSEPH D. CANNING, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF RED CLOUD SUBDIVISION NO. 1, AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND ACCURATELY AND CORRECTLY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

REGISTERED LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING

JOSEPH D. CANNING, P.L.S. NO. 4116

Approval of Central District Health

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH, EHS DATE

Approval of Ada County Highway District

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE _____ DAY OF _____, _____.

COMMISSION PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

Approval of City Engineer

I, THE UNDERSIGNED, THE CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, ON THIS _____ DAY OF _____, _____, HEREBY APPROVE THIS PLAT.

KUNA CITY ENGINEER DATE

Approval of City Council

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____DAY OF _____, _____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

KUNA CITY CLERK

Certificate of County Surveyor

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR DATE

Certificate of County Treasurer

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATE IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

ADA COUNTY TREASURER DATE

Certificate of County Recorder

STATE OF IDAHO)
)SS. INSTRUMENT NO._____
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF _____

AT _____ MINUTES PAST _____ O'CLOCK __M.,

THIS ____ DAY OF _____ , _____,

IN MY OFFICE, AND WAS RECORDED IN BOOK _____ OF PLATS

AT PAGES _____ THROUGH _____.

FEE:_____

EX-OFFICIO RECORDER: PHIL MCGRANE

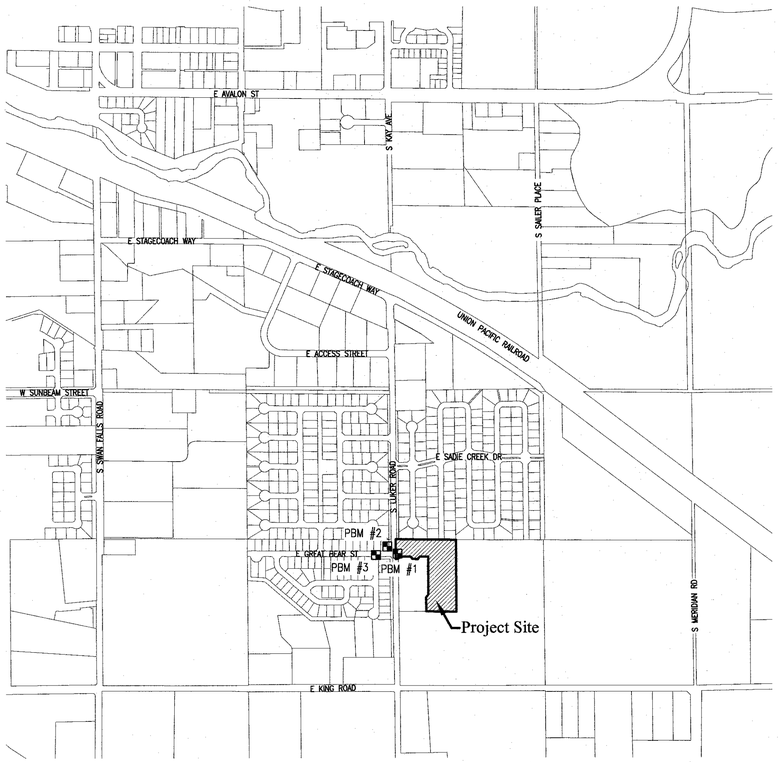
DEPUTY:_____

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Red Cloud Subdivision No. 1

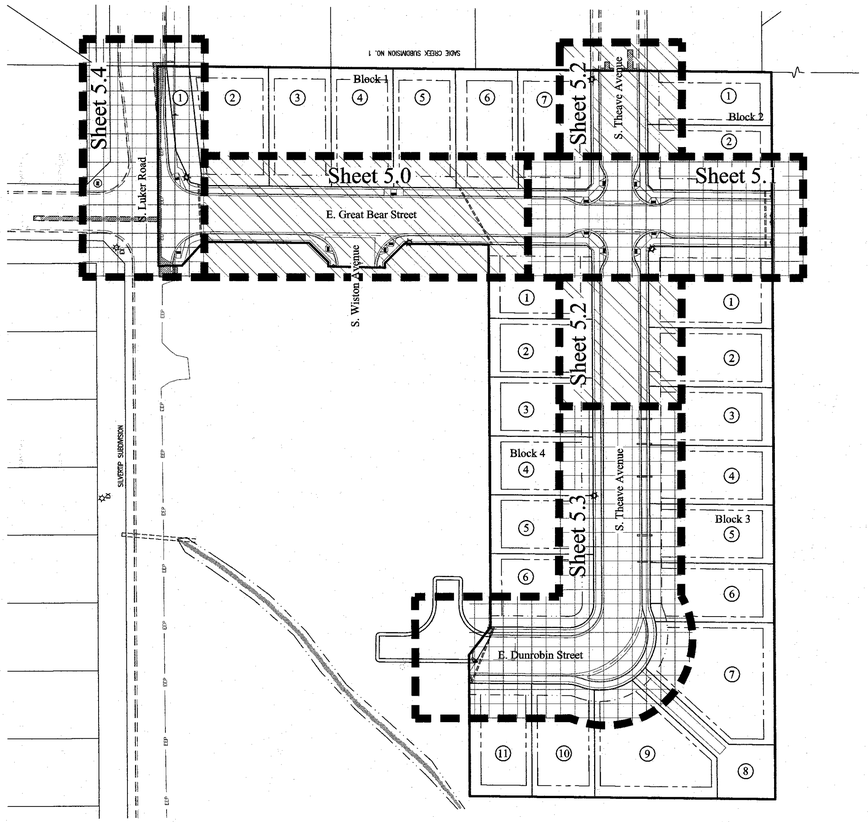
Street, Water, Pressurized Irrigation, & Sanitary Sewer Construction Plans

Vicinity Map



NORTH
Not to Scale

Profile Sheet Index



NORTH
Not to Scale

Legend

	PROJECT / PROPERTY BOUNDARY
	LOT LINE
	STREET CENTERLINE
	ADJOINING PROPERTY LINE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	10' WIDE PRESSURE IRRIGATION EASEMENT
	ACHD STORM DRAINAGE EASEMENT
EOP EOP EOP EOP	EXISTING EDGE OF PAVEMENT
	ASPHALT SAW-CUT LINE
	EXISTING CURB AND GUTTER
	CONSTRUCT 3" ROLLED CURB & GUTTER
ESS ESS ESS ESS	EXISTING SANITARY SEWER MAIN LINE
SS	EXISTING SANITARY SEWER MANHOLE
CO	INSTALL SEWER CLEANOUT
	INSTALL SANITARY SEWER MANHOLE
SS SS SS SS	CONSTRUCT SANITARY SEWER MAIN LINE, SIZE NOTED
	CONSTRUCT 4" SEWER SERVICE PER ISPWC SD-511
EW EW EW EW	EXISTING WATER MAIN LINE
W W	CONSTRUCT 8" C-900 PVC WATER MAIN LINE
	CONSTRUCT 1" DOUBLE WATER SERVICE
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	INSTALL GATE VALVE, SAME SIZE AS MAIN LINE
	INSTALL FIRE HYDRANT
BO	INSTALL BLOWOFF VALVE IN ACCORDANCE WITH KUNA CITY STANDARD DRAWING KIRR-405
P1 P1 P1 P1	EXISTING PRESSURE IRRIGATION LINE, SIZES NOTED ON SHEET 3.3
	EXISTING PRESSURE IRRIGATION VALVE
P1	EXISTING 1" PRESSURE IRRIGATION SERVICE
P1 P1 P1 P1	CONSTRUCT PRESSURE IRRIGATION LINE, SIZES NOTED ON SHEET 3.3
	INSTALL PRESSURE IRRIGATION VALVE
P1	INSTALL 1" PRESSURE IRRIGATION SERVICE
A	INSTALL PRESSURE IRRIGATION AIR RELEASE VALVE PER CITY OF KUNA STD. DWG. K-905. SEE DETAIL 5, SHEET 6.2
D	INSTALL PRESSURE IRRIGATION MAIN LINE DRAIN, SEE DETAIL 3, SHEET 6.2
	INSTALL INLET CATCH BASIN TYPE 4
	INSTALL STANDARD CONCRETE CATCH MANHOLE PER I.S.P.W.C. SD-611 WITH MANHOLE FRAME AND COVER PER I.S.P.W.C. SD-616 AND SD-617
M	INSTALL GROUND WATER OBSERVATION WELL (MONITORING WELL) PER DETAIL 4, SHEET 6.2
NP	INSTALL INSTALL NO PARKING SIGN
	INSTALL INSTALL SPEED LIMIT SIGN
	INSTALL TYPE II TERMINUS BARRICADE W/KICK PLATE AT BASE FOR CANE DETECTION, AS PER MUTCD PROVISIONS SECTION 6D.02 AND ACHD SUPPLEMENTAL DRAWING SD-1132-A
	INSTALL TYPE III TERMINUS BARRICADE STATING "THIS ROAD WILL BE EXTENDED IN THE FUTURE", AS PER ACHD SUPPLEMENTAL DRAWING DRAWING SD-1132-B
7	KEYNOTE REFERENCE
	INSTALL LED STREET LIGHT
EX	EXISTING STREET LIGHT
	EXISTING UTILITY POLE
70.00 TRC	FINISH GRADE ELEVATION @ TOP BACK OF ROLLED CURB
70.00 TVC	FINISH GRADE ELEVATION @ TOP BACK OF VERTICAL CURB
70.00 LOG	FINISH GRADE ELEVATION @ LIP OF GUTTER
70.00 EOP	FINISH GRADE ELEVATION @ EDGE OF PAVEMENT
70.00 FL	FINISH GRADE ELEVATION @ FLOW LINE
70.00 ETRC	EXISTING ELEVATION @ TOP BACK OF EXISTING ROLLED CURB
70.00 ELOG	EXISTING ELEVATION @ LIP OF EXISTING GUTTER
(70.00 EP)	EXISTING GRADE ELEVATION @ EXISTING EDGE OF PAVEMENT
(70.00 EG)	EXISTING GRADE ELEVATION
2.00%	GRADE AND DIRECTION
G.C.	GRADE CHANGE
G.B.	GRADE BREAK
1	LOT NUMBER

Idaho Digline, Inc.

CALL BEFORE YOU DIG
50 SOUTH COLE ROAD
BOISE, ID 83709
1-800-342-1585
(208) 342-1585

Erosion Control - Storm Water Pollution Prevention Note

1. PRIOR TO CONSTRUCTION CONTRACTOR(S) SHALL BE RESPONSIBLE TO VERIFY THAT A NOTICE OF INTENT TO CONSTRUCT (NOI) HAS BEEN FILED AND ACCEPTED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR COMPLYING WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP).

Construction Staking Note

1. THE CONTRACTOR SHALL VERIFY CONSTRUCTION STAKES WITH THE CONSTRUCTION PLANS AND THE PROJECT BENCHMARK PRIOR TO CONSTRUCTING THE IMPROVEMENTS REFERENCED BY THESE CONSTRUCTION PLANS. IF A DISCREPANCY IS OBSERVED BETWEEN CONSTRUCTION STAKING AND THE CONSTRUCTION PLANS THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER FOR CLARIFICATION PRIOR TO THE START OF PLACEMENT OF THE IMPROVEMENT.

Benchmark Information (NAVD 88 DATUM)

PBM #1 FOUND 5/8" PIN AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE CENTERLINE OF S. GREAT BEAR ST.
ELEVATION = 2702.16

PBM #2 IRRIGATION MANHOLE COVER AT THE NORTHWEST CORNER OF E. GREAT BEAR ST. AND S. LUKER AVE.
ELEVATION = 2703.23

PBM #3 FOUND 5/8" PIN AT THE INTERSECTION OF KODIAK BEAR AVE. E. GREAT BEAR ST.
ELEVATION = 2701.68

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens P.E.
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 6 DEC 2019

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Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: _____ DATE: 12-5-19
ADA COUNTY HIGHWAY DISTRICT

RECEIVED
DEC 05 2019
By

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER
IDAHO
4116
12-4-19
STATE OF
JOSEPH D. CRAIG

Title Sheet and Index

Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

REV.	DESC.	DATE/BY
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK
C	A.C.H.D. & PRE. DEPT. COMMENTS DATED NOV. 15 & 18, 2019	11-21-19 KK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. M1728
DRAWING FILE NAME: RED CLOUD ZONE PLANS PHASE 1.dwg

SHEET NO:
1.0

RECEIVED
DEC 05 2019
ADA COUNTY DEVELOPMENT SERVICES

City of Kuna General Notes

1. ALL WORK (INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF PRESSURIZED IRRIGATION, SEWER, WATER, STREETS, CURB GUTTER SIDEWALK, AND STREETLIGHTS) SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KUNA STANDARD CONSTRUCTION SPECIFICATIONS, ADA COUNTY HIGHWAY DISTRICT SPECIFICATIONS, IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, IDAHO STATE PLUMBING CODE, IDAHO STATE ELECTRICAL CODE, FEDERAL AND STATE LAWS.
2. CONTRACTOR SHALL REQUEST CITY OF KUNA INSPECTION OF PRESSURIZED IRRIGATION, SEWER, WATER LINES AND APPURTENANCES AT LEAST TWENTY-FOUR (24) HOURS BEFORE BACKFILLING.
3. CONTRACTOR SHALL NOTIFY OWNER'S ENGINEER AND THE CITY OF KUNA FORTY-EIGHT (48) HOURS BEFORE INITIAL CONSTRUCTION BEGINS.
4. CONTRACTOR SHALL NOTIFY THE CITY OF KUNA WHEN SHUTTING DOWN A JOB FOR ANY REASON AND PROVIDE 48 HOURS NOTICE BEFORE RESTARTING WORK.
5. CONTRACTOR SHALL STAMP PI, S, OR W IN THE SIDEWALK OR CURB WHERE PRESSURIZED IRRIGATION, SEWER, OR WATER CROSS UNDER THE SIDEWALK OR CURB. WATER (W) STAMP SHALL BE IN LINE WITH THE WATER METER BOX.
6. ALL PIPE (PRESSURIZED IRRIGATION, SEWER & WATER) MAINS AND SERVICES, SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING. IN AREAS OF ROCK EXCAVATION, BEDDING BELOW THE BOTTOM OF PIPE SHALL BE SIX (6) INCHES THICK.
7. CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS, ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCE STRUCTURES, DEBRIS, RUBBISH AND MATERIALS WHICH, IN THE OPINION OF THE ENGINEER, ARE UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS.
8. ALL MATERIAL(S) NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
9. SURVEY CONTROL POINTS WHICH ARE CRITICAL TO THE CONSTRUCTION OF THE PROJECT ARE TO BE LOCATED WITHIN THE WORK LIMITS . THE CONTRACTOR SHALL PROTECT SURVEY CONTROL POINTS.
10. SURVEY CONTROL MONUMENTS SHALL BE PRESERVED, SET, AND/OR RESTORED IN ACCORDANCE WITH IDAHO CODE 50-1303.
11. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL REPLACEMENT DRAINAGE FACILITIES ARE IN PLACE, FUNCTIONING, AND ACCEPTED BY ACHD OR CITY.
12. 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, TRENCH SHORING, SAFETY DEVICES AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
13. EXISTING A.C. PAVEMENT SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION BEFORE PAVING.
14. ALL MATERIALS MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. ALL MATERIALS AND EQUIPMENT SHALL BE NEW.
15. ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY SHALL SECURE A RIGHT- OF-WAY PERMIT FROM ACHD AT LEAST 24 HOURS BEFORE ANY CONSTRUCTION.
16. ALL COSTS OF RETESTING FAILED TESTS SHALL BE BORNE BY THE CONTRACTOR.
17. ALL COSTS FOR CORRECTING DEFICIENT WORK SHALL BE BORNE BY THE CONTRACTOR. FAILURE TO CORRECT DEFECTIVE WORK WILL BE CAUSE FOR A STOP WORK ORDER.
18. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CURBS, GUTTERS, STORM DRAINS, CHANNEL CROSSINGS AND SEWER ELEVATIONS OR INVERTS BEFORE BEGINNING CONSTRUCTION AND SHALL NOTIFY THE OWNER'S ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PROJECT DRAWINGS.
19. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
20. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED NPDES PERMITS, SUBMITTING NOTICE OF INTENT (NOI) TO DISCHARGE STORM WATER, AND PREPARING A POLLUTION PREVENTION PLAN (PPP) IN ACCORDANCE WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS. CONTACT THE EPA AT (208) 378-5746 FOR REQUIRED INFORMATION. STORM WATER PERMIT SHALL BE PRESENTED TO THE ENGINEER AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.
21. ALL UTILITIES, INCLUDING SERVICE LINES, WITHIN STREET TRAVEL WAYS SHALL BE IN PLACE, TESTED AND FULLY FUNCTIONAL,PRIOR TO CURB, GUTTER, SIDEWALK AND STREET CONSTRUCTION.
22. PAVEMENT AND CONCRETE REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITHIN SEVEN (7) CALENDAR DAYS FROM THE TIME THE PAVEMENT AND/OR CONCRETE IS REMOVED PER ISPWC AND ACHD STANDARDS.
23. PAVING SHALL NOT PROCEED UNTIL THE CONTRACTOR OBTAINS WRITTEN APPROVAL OF ALL INSTALLED WATER, SEWER, AND PRESSURE IRRIGATION FACILITIES FROM THE CITY OF KUNA.
24. ALL ROCK BLASTING SHALL OCCUR BEFORE INSTALLING SEWER MAINS, WATER MAINS, PRESSURE IRRIGATION MAINS OR SERVICE LINE CROSSINGS. BLASTING IN THE PROXIMITY OF EXISTING UTILITIES MAY BE PERFORMED AS LONG AS THE HORIZONTAL DISTANCE FROM THE EXISTING UTILITY IS EQUAL TO OR GREATER THAN THE EXCAVATION DEPTH FROM THE EXISTING UTILITY OR FIFTEEN (15) FEET, WHICHEVER IS GREATER. THE BLASTING CONTRACTOR SHALL BE RESPONSIBLE FOR ANY/ALL DAMAGE TO ANY/ALL EXISTING UTILITIES.
25. THE DEVELOPER SHALL RETAIN AN IDAHO REGISTERED PROFESSIONAL ENGINEER TO PERFORM INSPECTION SERVICES DURING CONSTRUCTION. THE ENGINEER SHALL PROVIDE A WRITTEN CERTIFICATION LETTER TO THE CITY OF KUNA THAT THE PROJECT WAS COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. COPIES OF ALL AIR TESTS, DEFLECTION TESTS, PRESSURE TESTS, AND BACTERIOLOGICAL TEST RESULTS SHALL BE FURNISHED WITH THE CERTIFICATION LETTER.
26. THE CITY OF KUNA WILL PROVIDE PERIODIC INSPECTION AND OBSERVE TESTING FOR AN EIGHT (8) HOUR DAY, FROM 8:00 A.M. TO 5:00 P.M., FOR A FORTY (40) HOUR WORK WEEK. CONTRACTOR SHALL REIMBURSE THE CITY AT RATES ESTABLISHED BY THE CITY FOR INSPECTIONS EXCEEDING THE NORMAL WORK WEEK, INCLUDING LEGAL HOLIDAYS. OVERTIME INSPECTION RATES AND A LIST OF LEGAL HOLIDAYS AND A REQUEST FOR INSPECTION OUTSIDE STANDARD CITY BUSINESS HOURS FORM CAN BE OBTAINED FROM THE CITY PUBLIC WORKS DEPARTMENT.
27. WHEN CONSTRUCTION IS SATISFACTORILY COMPLETED, CLEANED AND TESTED AND AFTER ALL OTHER UTILITIES ARE INSTALLED THE DEVELOPER SHALL REQUEST A CITY OF KUNA FINAL ACCEPTANCE INSPECTION. AT A MINIMUM, THE FINAL ACCEPTANCE INSPECTION SHALL INCLUDE:
    a. CLEAN ALL SEWER MAINLINES
    b. DEFLECTION TEST SEWER MAINLINE
    c. VISUALLY INSPECT EACH MANHOLE
    d. WITNESS SEWER MAINLINE AIR PRESSURE TEST
    e. WITNESS WATER MAINLINE PRESSURE TEST
    f. WITNESS PRESSURE IRRIGATION PRESSURE TEST
    g. CLEAN AND TELEVISE ALL SEWER MAIN LINES
    h. VISUAL INSPECTION OF THE SEWER MAINS
    i. PROVIDE A DVD OF ALL SEWER MAIN VISUAL INSPECTION
    j. ALL TESTING SHALL BE PROVIDED AND PAID FOR BY THE DEVELOPER
28. CITY HAS THE RIGHT TO INSPECT THE WORK AT ANY TIME DURING CONSTRUCTION. ANY WORK NOT CONFORMING TO THE APPROVED PLANS AND SPECIFICATIONS SHALL BE REJECTED.
29. THE DEVELOPER SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FOLLOWING ACCEPTANCE BY THE CITY. THIS GUARANTEE SHALL COVER ALL DAMAGE, MATERIALS, LABOR, AND WORKMANSHIP.
30. DEVELOPER SHALL NOTIFY ALL PURCHASERS OF LOTS, AND THEIR CONTRACTORS, THAT CITY UTILITY SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. ANY DAMAGE TO THESE SYSTEMS DURING HOME CONSTRUCTION SHALL BE BILLED DIRECTLY TO THE OWNER OF RECORD WHEN THE DAMAGE IS FOUND.
31. THE DEVELOPER SHALL PROVIDE RECORD DRAWINGS.: ONE (1) SET OF ELECTRONIC DRAWINGS ON CD IN PDF FORMAT, AND TWO (2) 24"X 36"SETS ON WHITE PAPER BEFORE FINAL PLAT OR WITHIN 30 DAYS OF FINAL ACCEPTANCE.

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: _____ DATE: 12-5-19
ADA COUNTY HIGHWAY DISTRICT

Water Construction Notes

1. CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS AFFECTED BY CONSTRUCTION.
2. CONTRACTOR SHALL PREVENT THE ENTRY OF ANIMALS, DIRT AND OTHER FOREIGN MATTER INTO PIPES AND SHALL NOT LEAVE ANY OPEN PIPE END AT ANY TIME WHEN ABSENT FROM THE WORK SITE.
3. ALL WATER MAIN LINE PIPE SHALL BE PVC CONFORMING TO AWWA C-900 DR 18 (235 PSI) OR CLASS 152 CEMENT MORTAR LINED DUCTILE IRON CONFORMING TO AWWA C-152. ALL FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWWA C-110.
4. ALL WATER MAIN LINE PIPE, AND SERVICES SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING. IN AREAS OF ROCK EXCAVATION, BEDDING SHALL BE SIX (6) INCHES BELOW THE BOTTOM OF PIPE.
5. MINIMUM DEPTH FOR ALL WATER MAIN PIPE SHALL BE FOUR (4) FEET FROM FINISHED GRADE TO TOP OF PIPE.
6. COMPACT TRENCH BACKFILL TO 95% OF ASTM D 698 (MINIMUM).
7. TAPE NO. 12 DIRECT BURIAL TRACER WIRE TO THE CROWN OF WATER MAIN PIPE AND SERVICE LINES. LOOP THE TRACER WIRE FROM THE MAIN LINE TO EACH SERVICE VAULT ALONG THE SERVICE PIPE AND BACK TO THE MAIN LINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND SHALL BE EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. WIRE SHALL BE TAPED TO GATE VALVES SO IT IS ACCESSIBLE FROM ABOVE WITHOUT INTERFERING WITH VALVE OPERATION. CONDUCT AN ELECTRICAL CONTINUITY VERIFICATION TEST BEFORE PAVING.
8. ALL MAIN LINE WATER VALVES SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO ANSI/AWWA C-509. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. OTHER WATER VALVES MUST BE APPROVED BY THE CITY ENGINEER.
9. FURNISH ALL WATER VALVES WITH A STANDARD CAST IRON 5-1/4 INCH DIAMETER 3-PIECE ADJUSTABLE VALVE BOX. THE CAST IRON COVER SHALL BE DESIGNED TO SLIP INSIDE THE TOP BELL, MARKED WITH THE WORD "WATER" AS AN INTEGRAL PART OF THE COVER. A CONCRETE COLLAR SHALL BE REQUIRED WHEN LOCATED IN PAVEMENT.
10. ALL TEES, PLUGS, BENDS, AND OTHER LOCATIONS WHERE UNBALANCED FORCES EXIST, SHALL BE SECURED AND ANCHORED BY SUITABLE THRUST BLOCKING AS SHOWN ON ISPWC SD-403.
11. SLEEVE WATER SERVICE LINES IN A FOUR (4) INCH DIAMETER SCHEDULE 80 WATER CLASS PIPE WHEREVER THE SERVICE LINE CROSSES A STREET DRAINAGE SEEPAGE BED.
12. OPEN EACH METER SETTER AND VERIFY THAT THE CORPORATION STOP IS OPEN AND THE SERVICE IS OPERABLE BEFORE PAVING.
13. OPERATE EACH VALVE AND FIRE HYDRANT TO ENSURE PROPER FUNCTION BEFORE PAVING. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE TESTING.
14. LEAK-TEST, FLUSH AND DISINFECT ALL WATER MAIN LINES AFTER INSTALLATION OF ALL UTILITIES, BEFORE CONNECTING TO THE WATER DISTRIBUTION SYSTEM, AND BEFORE PAVING. PRESSURE TEST THE DISTRIBUTION SYSTEM PER ISPWC SECTION 401 .
15. THE CONTRACTOR MAY PRESSURE TEST ALL WATER LINES AFTER DISINFECTION AND FLUSHING BUT BEFORE INSTALLATION OF OTHER UTILITIES. AFTER ALL UTILITIES ARE INSTALLED AND PRIOR TO PAVING THE CONTRACTOR SHALL PERFORM A FINAL PRESSURE TEST WITH CITY PERSONNEL IN ATTENDANCE. THE CONTRACTOR SHALL FURNISH ALL PERSONNEL AND EQUIPMENT NECESSARY TO CONDUCT THE TEST.
16. DISINFECT AND FLUSH WATER MAINLINES ACCORDING TO ISPWC DIVISION 400. THE DISINFECTION AND FINAL FLUSHING SHALL BE TESTED TO DETERMINE IF THE APPROPRIATE MINIMUM CHLORINE RESIDUALS HAVE BEEN MET.
17. SAMPLE AND TEST ALL WATER LINES FOR BACTERIAL COLIFORMS. ALL WATER LINES SHALL PASS THE REQUIRED BACTERIOLOGICAL TEST BEFORE BEING PUT INTO SERVICE.
18. CONTRACTOR SHALL PROVIDE BACTERIAL TEST REPORTS FROM A CERTIFIED LABORATORY SHOWING THAT THE WATER LINES HAVE PASSED BACTERIA SAFETY REQUIREMENTS. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE SAMPLE EVENT.
19. LOCATE VALVES, FLANGED OR M.J., IN THE STREET UNLESS EXPLICITLY APPROVED BY THE CITY ENGINEER. SET ALL GATE VALVES AS CLOSE (FLANGE CONNECTED) AS POSSIBLE TO WATER MAIN LINE FITTINGS.
20. CONTRACTOR SHALL FIELD VERIFY ALL VALVE BOX LID ELEVATIONS TO ENSURE THAT LID ELEVATIONS MATCH FINAL STREET GRADE, AND ALL METER LID ELEVATIONS MATCH SIDEWALK ELEVATIONS.
21. LOCATE ALL WATER METERS AND FIRE HYDRANTS OUT OF THE ROAD RIGHT-OF-WAY. PROVIDE AT LEAST ONE (1) FOOT SEPARATION BETWEEN BACK OF SIDEWALK (OR CURB IF NO SIDEWALK) AND THE LEADING EDGE OF ANY FIRE HYDRANT.
22. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING SERVICE CONNECTIONS WITH AN 8 FOOT 2" X 4" BOARD OR METAL T POST PAINTED BLUE.
23. PAVING CONTRACTOR SHALL SET WATER VALVE RISERS IN CONCRETE COLLARS PER ISPWC STANDARD DRAWING SD-406.
24. ALL FIRE HYDRANTS SHALL BE DRY BARREL CONFORMING TO AWWA C-502, INSTALLED PER ISPWC SECTION 403 AND ISPWC DWG SD-404. FIRE HYDRANTS SHALL HAVE A FIVE (5) FOOT SETTING MINIMUM, 150 PSI WORKING PRESSURE, ONE 4-1/2 INCH DIAMETER NATIONAL STANDARD PUMPER NOZZLE EQUIPPED WITH STORZ FITTING, AND TWO 2-1/2 INCH DIAMETER NATIONAL STANDARD THREAD FIRE HOSE NOZZLES. THE VALVE OPERATOR SHALL OPEN COUNTER CLOCKWISE. THE HYDRANT SHALL BE EQUIPPED WITH A DRAIN THAT OPENS WHEN THE HYDRANT IS CLOSED; AND A SIX (6) INCH FLANGED BY MECHANICAL JOINT RESILIENT WEDGE GATE VALVE ATTACHED DIRECTLY TO THE WATER MAIN LINE TEE. ALPHA RESTRAINT ALLOWED.
25. FIRE HYDRANTS SHALL BE CLOW MEDALLION, WATEROUS PACER 100, OR MUELLER A423. NO OTHERS WILL BE ACCEPTED. MAXIMUM HYDRANT SPACING SHALL BE 500 FEET. HYDRANT LOCATIONS SHALL BE APPROVED IN WRITING BY THE KUNA RURAL FIRE DEPARTMENT AND SUBMITTED WITH THE CONSTRUCTION PLANS FOR FINAL REVIEW AND APPROVAL BY THE CITY ENGINEER.
26. INSTALL INDIVIDUAL ONE (1)-INCH WATER SERVICES FOR EACH CONNECTION FROM A SINGLE OR DUAL METER VAULT. EXTEND THE ONE (1)-INCH WATER SERVICE FOR EACH CONNECTION AT LEAST 10-FEET ON THE HOUSE SIDE OF THE METER, OR AS REQUIRED TO EXTEND PAST OTHER UTILITIES LOCATED WITHIN THE 10-FOOT UTILITY EASEMENT. DETAILS SHALL BE AS NOTED IN ISPWC DWG SD-401.
27. THE CITY OF KUNA SHALL FURNISH AND INSTALL WATER METERS.
28. CONTRACTOR SHALL PROVIDE EACH WATER SERVICE LEG WITH 18-INCH TALL ¾-INCH COPPER METER SETTER, CURB STOP, LOCKABLE SHUTOFF VALVE AND CHECK VALVE, 20-INCH DIAMETER BY 36-INCH TALL INSULATED METER BOX AS MANUFACTURED BY "MID-STATES PLASTICS, INC." WITH 20" X 1" FOAM INSULATION PADS AND A CAST IRON FRAME AND COVER TAPPED WITH A 1-INCH DIAMETER RECESSED HOLE FOR THE CITY AUTOREAD METER SENSOR AS APPROVED BY THE CITY.
29. METER BOXES SHALL BE LOCATED ON THE NORTH OR EAST SIDE OF THE PROPERTY, OR IN CASE OF DUAL WATER SERVICE, ON THE NORTH OR EAST SIDE OF THE COMMON PROPERTY LOT LINE.
30. THE CENTERLINE OF THE METER SETTER SHALL BE LOCATED 18-INCHES BELOW FINISH GRADE. METERS SHALL BE PLACED 18-INCHES INSIDE THE PROPERTY LINE AND 18-INCHES AWAY FROM THE SIDE LOT LINE.
31. MULTIPLE TAPS IN THE SAME PIPE JOINT SHALL BE STAGGERED AND SHALL BE SEPARATED BY A MINIMUM OF ONE AND A HALF (1 ½) FEET OR AS LISTED IN THE PIPE MANUFACTURERS RECOMMENDATIONS, WHICHEVER IS GREATER

Ada County Highway District General Notes

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE I.S.P.W.C. AND ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY STANDARDS AND THE I.S.P.W.C. WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
2. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
3. 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.
4. ALL MATERIAL FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES AND THE JURISDICTIONAL BODY OR AS SET FORTH THEREIN WHICHEVER IS MORE RESTRICTIVE.
5. 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. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
6. 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 SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
7. ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY CONSTRUCTION PERMIT FROM A.C.H.D. AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO ANY CONSTRUCTION.
8. STREET CONSTRUCTION INSPECTION WITHIN PUBLIC RIGHT-OF-WAYS SHALL BE PERFORMED BY THE ADA COUNTY HIGHWAY DISTRICT. CONTACT ACHD INSPECTION SERVICES AT 387-6284 A MINIMUM OF 24-HOURS PRIOR TO REQUESTING AN INSPECTION.
9. ALL STREET WIDENING CUTS SHOWN HEREON SHALL CONFORM TO THE I.S.P.W.C. SD-301 AND ACHD SUPPLEMENTAL DRAWINGS SD-303 & SD-806.
10. IF ANY UTILITY OR IRRIGATION FACILITY INTERFERES WITH REQUIRED STREET IMPROVEMENTS ALL SUCH UTILITIES OR IRRIGATION FACILITIES WILL BE RELOCATED AS TO NOT INTERFERE WITH REQUIRED STREET IMPROVEMENTS AT THE OWNERS EXPENSE. ALL IRRIGATION FACILITY IMPROVEMENTS SHALL BE APPROVED BY SOUTH BOISE MUTUAL IRRIGATION COMPANY.
11. THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING. THE FOLLOWING VARIANCES, LISTED BY DATE AND SHORT DESCRIPTION, WERE APPROVED FOR THE PROJECT: NONE .
12. ACHD INSPECTION STAFF CLOSELY MONITORS PEDESTRIAN FACILITIES FOR COMPLIANCE WITH ADA STANDARDS. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%; THERE ARE NO "TOLERANCES" ALLOWED.
13. ALL PAVEMENT CUTS MUST BE A MINIMUM OF 2 FEET WIDE. IF A PAVEMENT CUT IS REQUIRED IN A PUBLIC ROADWAY INCLUDED IN THE FIVE YEAR MORATORIUM, A WRITTEN REQUEST MUST BE DIRECTED TO THE ACHD UTILITY COORDINATOR AND APPROVED BY THE PAVEMENT CUT REVIEW COMMITTEE.
14. CONSTRUCTION OF ALL PAVEMENT MATCHES (INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS) WITHIN ACHD RIGHT-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION OR TO USE THE FOLLOWING: LOCAL RESIDENTIAL ROADWAYS AND ALLEYS – SP-3, 1/2" MIX, PG 58-28 2-1/2" THICK, AS A MINIMUM WITH 4" OF 3" BASE AND 14" OF 6" MINUS PIT RUN; COLLECTOR, LOCAL COMMERCIAL AND LOCAL INDUSTRIAL ROADWAYS – SP-3, 1/2" MIX, PG 64-28 3" THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 20" OF 6" MINUS PIT RUN; MINOR ARTERIAL ROADWAYS – SP-3, 1/2" MIX, PG 64-28 5" THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 25" OF 6" MINUS PIT RUN; PRINCIPAL ARTERIAL ROADWAYS – SP-3, 1/2" MIX, PG 64-28 5" THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 25" OF 6" MINUS PIT RUN. *USE WHICHEVER PAVEMENT SECTION IS GREATER.*
15. ABANDONED BUILDINGS, TEST PITS, OR WATERWAYS LOCATED WITHIN CURRENT OR FUTURE RIGHT-OF-WAY SHALL BE RE-EXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPWC SPECIFICATIONS. PROVIDE SOILS DATA TO VERIFY NATIVE MATERIAL MEETS THE REQUIREMENTS FOR ENGINEERED FILL PER ISPWC SPECIFICATIONS AND A COPY OF THE COMPACTION TESTS.
16. TRUNCATED DOMES SHALL BE INSTALLED IN ALL PEDESTRIAN RAMPS LOCATED WITHIN THE RIGHT-OF-WAY PER I.S.P.W.C. SD-712. DOMES SHALL BE RIGID INSERTS WE-SET INTO CONCRETE (CONCRETE STAMPS AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW".
17. PRIOR TO PLACEMENT OF ANY PAVEMENT MARKINGS CONTACT ACHD INSPECTION FOR VERIFICATION OF COMPLIANCE WITH POLICY AND EXISTING PAVEMENT MARKINGS.
18. FOR SUBDIVISION SIGN INSTALLATION; OUTSIDE INSTALLERS MUST BE BONDED WITH ACHD AND OBTAIN A NO-CHARGE RIGHT-OF-WAY PERMIT.

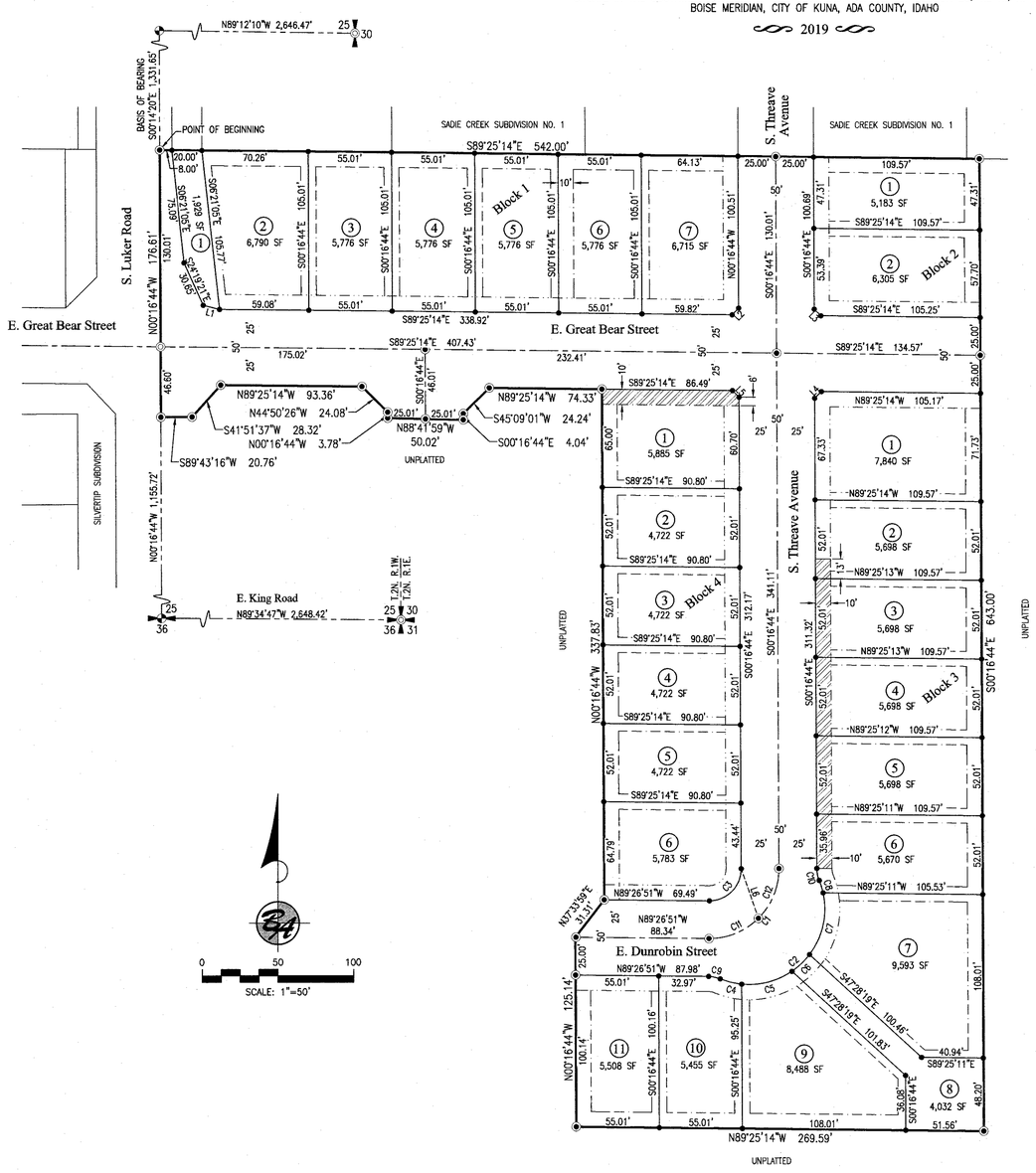
Sewer Construction Notes

1. THE HORIZONTAL SEPARATION OF POTABLE WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET FROM PIPE EDGE TO PIPE EDGE AS SHOWN IN ISPWC SD 407.
2. GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE BOTTOM OF THE TRENCH DURING PIPE LAYING AND JOINING OPERATIONS.
3. TRENCH BACKFILL ABOVE THE PIPE ZONE SHALL BE INSPECTED BY ACHD OR BY THE OWNER'S ENGINEER IN ACCORDANCE WITH THE LATEST EDITION OF THE "CONSTRUCTION QUALITY ASSURANCE MANUAL". COMPACTION TESTS ARE REQUIRED IN THE BACKFILL ABOVE THE PIPE ZONE, WITHIN PUBLIC RIGHT-OF-WAY, ACCORDING TO ACHD REQUIREMENTS. SUBMIT DENSITY TEST RESULTS TO THE CITY OF KUNA AND ACHD BEFORE FINAL ACCEPTANCE.
4. CONTRACTOR SHALL LEAVE THE EXCAVATION FOR THE UPSTREAM END OF ALL SERVICE LINES OPEN TO ALLOW ON SITE VERIFICATION OF THE INVERT ELEVATIONS AND SLOPES BY THE CITY'S INSPECTOR. CONTRACTOR SHALL NOT BACKFILL THE ENDS OF SERVICE LINES UNTIL APPROVED BY THE CITY OF KUNA INSPECTOR OR OTHER ARRANGEMENTS HAVE BEEN MADE FOR THE VERIFICATION OF SERVICE LINE INVERT ELEVATIONS AND SLOPES.
5. CONTRACTOR SHALL INSTALL A REMOVABLE PLUG IN THE DOWN STREAM SIDE OF THE EXISTING MANHOLE WHERE THE NEW CONNECTION WILL BE MADE. THE PLUG SHALL REMAIN IN PLACE UNTIL FINAL ACCEPTANCE OF THE SEWER PROJECT.
6. ALL SEWER PIPE AND FITTINGS 4 INCH THROUGH 15 INCH DIAMETER SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO ASTM D-3034, SDR-35. SEWER PIPE AND FITTINGS SIZES 18 INCH THROUGH 36 INCH DIAMETER SHALL BE PVC CONFORMING TO ASTM F 679. PRESSURE SEWER PIPE SHALL CONFORM TO AWWA C900 PVC, DR 18 (235 PSI).
7. SEWER SERVICE LINES SHALL BE INSTALLED BEFORE STREET IMPROVEMENTS & SEWER SERVICE MARKERS SHALL BE IN PLACE BEFORE FINAL INSPECTION. CONTRACTOR SHALL NOTIFY THE CITY WHEN SEWER SERVICE STUB OUTS ARE INSTALLED, MARKED & READY FOR INSPECTION.
8. CONSTRUCT ALL MANHOLES WATER TIGHT. THE TOP OF MANHOLE CONE SHALL BE WITHIN TWELVE (12) INCHES OF FINISHED GRADE. CONTRACTOR SHALL SUPPLY ALL LID ASSEMBLIES AND GRADE RINGS.
9. SEWER CONSTRUCTION SHALL MEET THE SPECIFIC DETAILS AND REQUIREMENTS OF THE FOLLOWING STANDARD DRAWINGS AND ACCOMPANYING SPECIFICATIONS FOUND IN "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" AND ACHD STANDARD DRAWINGS:
    a. STANDARD MANHOLE – TYPE A, DRAWING NO. SD-501 AND SD-501A.
    b. STANDARD SHALLOW MANHOLE – DRAWING NO. SD-505.
    c. MANHOLE COLLAR DETAIL – DRAWING NO. SD-508.
    d. MANHOLE COVER AND FRAME – DRAWING NO. SD-507.
    e. STANDARD SEWER SERVICE LINE – DRAWING NO. SD-511 & SD-511A.
    f. SEWER SERVICE MARKER – DRAWING NO. SD-512.
10. MANHOLE: APPLY NON-SHRINK GROUT BETWEEN THE METAL FRAME AND GRADE RINGS. GRADE RINGS SHALL NOT BE STACKED WITHOUT NON-SHRINK GROUT OR MORTAR.
11. CONTRACTOR SHALL FIELD VERIFY THE TOP ELEVATION OF MANHOLE CONES TO ASSURE THAT ALL RING ELEVATIONS MATCH FINAL STREET GRADES.
12. PAVING CONTRACTOR SHALL SET THE GRADE RINGS AND POUR THE CONCRETE COLLARS PER ISPWC DRAWING NO. SD-508. THE PAVING CONTRACTOR SHALL CONTACT ACHD 24 HOURS PRIOR TO POURING CONCRETE COLLARS.
13. SET EACH GRADE RING IN A BED OF NON-SHRINK GROUT OR MORTAR. TROWEL SMOOTH WITH THE INSIDE OF THE MANHOLE.
14. PRIOR TO CONNECTING TO THE EXISTING SEWER SYSTEM, WHERE THE CONNECTION IS MADE BETWEEN MANHOLES AND EXISTING SERVICES, ALL SEWER MAINS AND SERVICES MUST BE AIR TESTED.
15. COMPLETE INTEGRITY TESTING, AFTER ALL UTILITIES ARE INSTALLED AND BEFORE PAVING.
16. CONTRACTOR SHALL CONTACT OWNERS' ENGINEER AND THE CITY OF KUNA AT LEAST 24 HOURS BEFORE TESTING. SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH DIVISION 500 OF THE ISPWC SPECIFICATIONS. A CITY REPRESENTATIVE MUST OBSERVE THE TESTING. TESTING SHALL INCLUDE AIR PRESSURE TESTING, DEFLECTION TESTING, INVERT ELEVATION SURVEY AND VISUAL INSPECTION USING A CLOSED-CIRCUIT TELEVISION (CCTV) CAMERA. ALL SEWER LINES SHALL BE CLEANED AND CHECKED FOR DEFLECTION BEFORE BEGINNING THE CCTV CAMERA INSPECTION. PROVIDE A COPY (DVD) OF THE VISUAL INSPECTION TO THE CITY OF KUN

Red Cloud Subdivision No. 1

SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

2019



Legend

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- STREET CENTERLINE
- ADJOINING PROPERTY LINE
- TIE LINE
- WATER, SEWER, DRAINAGE, AND PRESSURE IRRIGATION EASEMENT LINE TO BENEFIT THE CITY OF KUNA, SEE NOTE 10, SHEET 2 FOR MORE INFORMATION
- 10' WIDE PUBLIC UTILITY EASEMENT LINE, SEE NOTE 9, SHEET 2 FOR MORE INFORMATION
- STORM DRAINAGE EASEMENT LINE TO BENEFIT ACHD, SEE NOTE 13, SHEET 2
- FOUND 1/2" PIN WITH PLASTIC CAP LABELED LS 4116, UNLESS OTHERWISE NOTED
- FOUND 5/8" PIN WITH PLASTIC CAP LABELED LS 4116, UNLESS OTHERWISE NOTED
- SET 1/2"X24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- SET 5/8"X30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- CALCULATED POINT, NOT FOUND OR SET
- CENTER SECTION 25
  FOUND ALUMINUM CAP LS 7729
  CP&F 2017-024416
  CP&F 8723233
  CP&F 94019910
- 25 / 30 — EAST 1/4 COR
  FOUND 5/8 LEAVITT PLS 9895
  CP&F 104159397
  CP&F 8723234
- 25 / 36 — SOUTH 1/4 COR
  FOUND BRASS CAP LS 4431
  CP&F 109009855
  CP&F 100029431
  CP&F 9124254
  CP&F 9066085
  CP&F 8960635
- 25 / 30 / 36 / 31 — SE COR SECTION 25
  FOUND 5/8 PIN W/ PLASTIC CAP
  CP&F 9283032
  CP&F 8825942

Reference Documents

SUBDIVISION PLATS
- SADIE CREEK SUBDIVISION NO. 1, BOOK 100, PAGES 12931-12935
- PIERONIS SUBDIVISION NO. 3, BOOK 108, PAGES 15062-15064
- SILVERTIP SUBDIVISION, BOOK 99, PAGES 12689-12690

RECORDS OF SURVEY
- ROS NO. 1500
- ROS NO. 4951

INSTRUMENT NUMBERS
- 102111368 DEED

See Sheet 2 for Line Table, Curve Table and Notes

PROFESSIONAL ENGINEER — 4116 — STATE OF IDAHO — JOSEPH D. CANNING
REGISTERED LAND SURVEYOR — 4116 — STATE OF IDAHO — JOSEPH D. CANNING

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

RED CLOUD SUBDIVISION NO. 1
SHEET 1 OF 3

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Final Plat

Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

REV.	DESC.	DATE/BY
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. M728
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

SHEET NO: 2.0

Red Cloud Subdivision No. 1

Line Table		
LINE	BEARING	DISTANCE
L1	S75°34'43"E	11.12'
L2	N43°52'44"E	6.19'
L3	N44°50'59"W	6.15'
L4	S45°08'36"W	6.19'
L5	S44°52'00"E	6.14'
L6	N19°17'36"W	34.65'

Curve Table					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST
C1	90°49'53"	46.00'	72.92'	N45°08'13"E	65.52'
C2	134°42'00"	50.00'	117.55'	N45°08'13"E	92.29'
C3	90°49'53"	21.00'	33.29'	N45°08'13"E	29.91'
C4	16°51'57"	50.00'	14.72'	S75°56'46"E	14.67'
C5	40°09'54"	50.00'	35.05'	N75°32'18"E	34.34'
C6	18°27'09"	50.00'	16.10'	N46°13'46"E	16.03'
C7	49°19'17"	50.00'	43.04'	N12°20'33"E	41.72'
C8	9°53'42"	50.00'	8.64'	N17°15'56"W	8.62'
C9	21°56'03"	21.00'	8.04'	N78°28'49"W	7.99'
C10	21°56'03"	21.00'	8.04'	S11°14'46"E	7.99'
C11	45°24'56"	46.00'	36.46'	N67°50'41"E	35.51'
C12	45°24'57"	46.00'	36.46'	N22°25'44"E	35.51'

Notes

1. IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION §31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS THROUGH BOISE-KUNA IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
2. ALL REFERENCES TO HOMEOWNERS' ASSOCIATION HEREON ARE TO THE RED CLOUD HOMEOWNERS' ASSOCIATION, INC., AND THE OWNERS OF THE LOTS, WITHIN SAID SUBDIVISION, JOINTLY PURSUANT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AS INSTRUMENT NO. _____, AS AMENDED FROM TIME TO TIME.
3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
4. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AND CONDITIONS OF THE STAFF REPORT FOR RED CLOUD SUBDIVISION.
5. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
6. LOT 1, BLOCK 1 AND LOT 8, BLOCK 3 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION (HOA), IT'S OWNERSHIP, AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT, AS DETERMINED BY THE CITY OF KUNA.
7. NO EASEMENT SHOWN OR DESIGNATED HEREON SHALL PRECLUDE THE CONSTRUCTION AND MAINTENANCE OF HARD-SURFACED DRIVEWAYS, LANDSCAPING (EXCEPT TREES), PARKING, OR OTHER SUCH NON-PERMANENT IMPROVEMENTS.
8. ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.
9. PUBLIC UTILITY EASEMENT IS HEREBY RESERVED AS FOLLOWS:
   - 10-FEET WIDE ALONG PUBLIC RIGHTS-OF-WAYS.
10. WATER, SEWER, DRAINAGE, AND IRRIGATION EASEMENTS ARE HEREBY RESERVED FOR THE CITY OF KUNA FOR THE INSTALLATION AND MAINTENANCE OF LINES AS SHOWN HEREON (UNLESS OTHERWISE DIMENSIONED).
    - 10-FEET WIDE ALONG PUBLIC RIGHT-OF-WAYS, REAR LOT LINES AND THE EXTERIOR BOUNDARY.
    - 10-FEET WIDE ALONG AND CENTERED ON INTERIOR LOT LINES.
11. MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE, OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
12. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION §22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
13. PORTIONS OF LOT 1, BLOCK 4, AND LOTS 2 THROUGH 6, BLOCK 3 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THIS LOT IS ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT, RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION §40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
14. A BLANKET EASEMENT FOR WATER, SEWER, PRESSURE IRRIGATION, AND DRAINAGE IS HEREBY RESERVED ON LOT 1, BLOCK 1 AND LOT 8, BLOCK 3, TO BENEFIT THE CITY OF KUNA.
15. THIS DEVELOPMENT IS SUBJECT TO A LICENSE AGREEMENT, INST. NO. _____ TO BENEFIT THE ADA COUNTY HIGHWAY DISTRICT.

THIS SUBDIVISION IS LOCATED WITHIN ZONE "X" AS SHOWN ON THE FIRM PANEL 16001C0400J, 400 OF 875, EFFECTIVE 10/02/2003, ADA COUNTY, IDAHO AND INCORPORATED AREAS. A BUILDING PERMIT SHALL NOT BE ISSUED FOR ANY LOT THAT IS LOCATED WITHIN THE MAPPED FLOODPLAIN UNTIL A FLOOD PLAIN DEVELOPMENT PERMIT IS OBTAINED FOR THE INDIVIDUAL LOT. EACH LOT WITHIN THE MAPPED FLOODPLAIN SHALL REQUIRE AN INDIVIDUAL FLOOD PLAIN DEVELOPMENT PERMIT.

Certificate of Owner

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF A CERTAIN TRACT OF LAND TO BE KNOWN AS RED CLOUD SUBDIVISION NO. 1, AND THAT IT INTENDS TO INCLUDE THE FOLLOWING DESCRIBED LAND IN THIS PLAT:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 25 WHICH BEARS N89°12'10"W, 2,646.47 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 25; THENCE S00°14'20"E, 1,331.65 FEET ALONG THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 25 TO THE SOUTHWEST CORNER OF SADIE CREEK SUBDIVISION NO. 1, AS SHOWN IN BOOK 100 OF PLATS, PAGES 12931 THROUGH 12935, RECORDS OF ADA COUNTY, IDAHO, WHICH IS ALSO THE POINT OF BEGINNING;

THENCE S89°25'14"E, 542.00 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID SADIE CREEK SUBDIVISION NO. 1;

THENCE S00°16'44"E, 643.00 FEET;

THENCE N89°25'14"W, 269.59 FEET;

THENCE N00°16'44"W, 125.14 FEET;

THENCE N37°33'59"E, 31.31 FEET;

THENCE N00°16'44"W, 337.83 FEET;

THENCE N89°25'14"W, 74.33 FEET;

THENCE S45°09'01"W, 24.24 FEET;

THENCE S00°16'44"E, 4.04 FEET;

THENCE N88°41'59"W, 50.02 FEET;

THENCE N00°16'44"W, 3.78 FEET;

THENCE N44°50'26"W, 24.08 FEET;

THENCE N89°25'14"W, 93.36 FEET;

THENCE S41°51'37"W, 28.32 FEET;

THENCE S89°43'16"W, 20.76 FEET TO THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE N00°16'44"W, 176.61 FEET ALONG THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING.

COMPRISING 4.84 ACRES, MORE OR LESS.

See Sheet 3 for Owner's Signature

REGISTERED PROFESSIONAL LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING 9-26-19

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

RED CLOUD SUBDIVISION NO. 1
SHEET 2 OF 3

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

REGISTERED PROFESSIONAL LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING

Final Plat

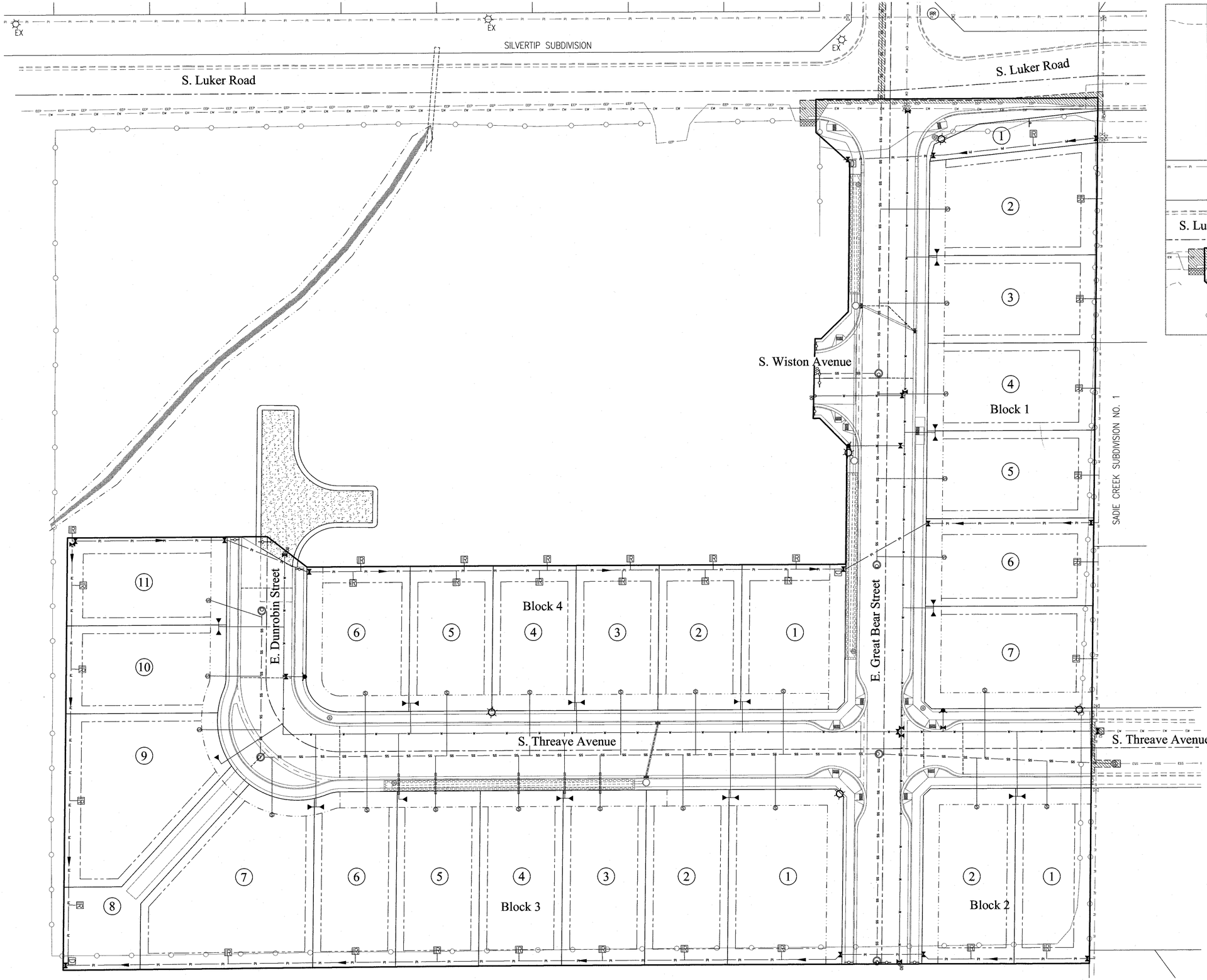
Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R.1 W., B.M.
CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

REV.	DESC.	DATE/BY
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. M728
DRAWING FILE NAME: RED CLOUD COND PLAT PHASE 1.dwg

SHEET NO:
2.1



Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 6 DEC 2019

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER
STATE OF IDAHO
JOSEPH D. CANNING
4116

Site Composite Plan

Red Cloud Subdivision No. 1

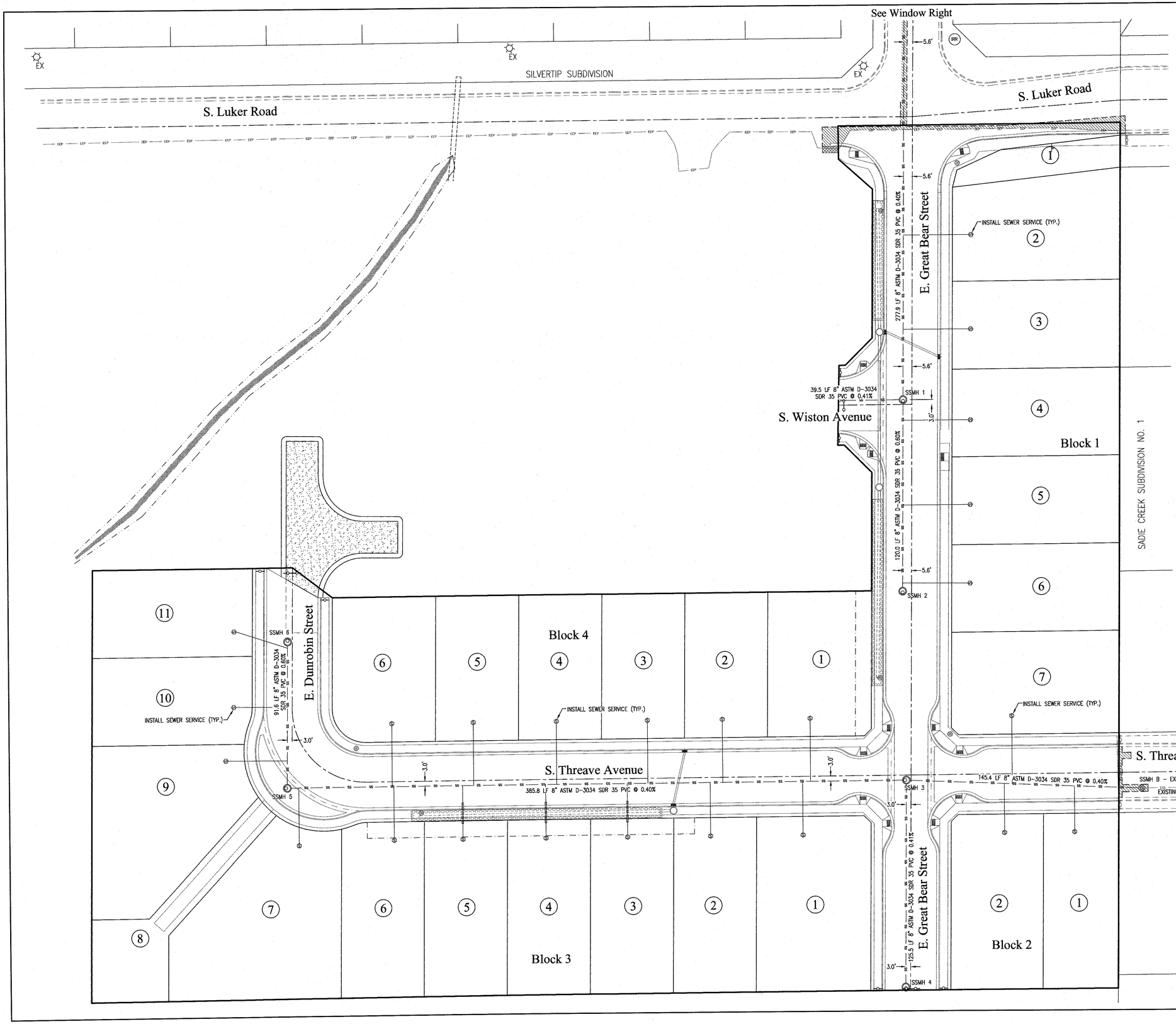
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

REV.	DESC.	DATE/BY
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B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY:
PROJECT NO. M128
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

SHEET NO:
3.0



Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Kuna City Engineer

Date: 6 Dec 2019

NORTH
0 30 60
HORIZONTAL SCALE: 1"=30'

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER
STATE OF IDAHO
JOSEPH D. CANNING
4116
REGISTERED
EXPIRES: 6-30-20

Composite Sanitary Sewer Plan

Red Cloud Subdivision No. 1

SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

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DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. M728
DRAWING FILE NAME: RED CLOUD CONST PLANS THRU 1.dwg

SHEET NO:
3.1

See Window Right

EX X EXISTING STREET LIGHT

EXISTING STREET LIGHT EX X

EXISTING STREET LIGHT EX

SILVERTIP SUBDIVISION

S. Luker Road

EXISTING 8" WATER MAIN

EXISTING 8" WATER MAIN

IRR

S. Luker Road

EXISTING 8" WATER MAIN

INSTALL (1) 8" TEE & (1) VALVE (E)
CONNECT NEW 8" WATER MAIN TO
EXISTING 8" MAINLINE. (HOT TAP)
RETAIN & PROTECT EXISTING VALVES

11.0'

INSTALL LED STREET LIGHT (1634K)

29.0'

INSTALL WATER SERVICE
AND DOUBLE METER (TYP.)

180 LF 8" WATER MAIN

S. Wiston Avenue

INSTALL (1) BLOW-OFF (S)

56 LF 8" WATER MAIN

INSTALL 8" TEE &
(1) 8" GATE VALVE (S)(W)

31 LF 8" WATER MAIN

Block 1

INSTALL FIRE HYDRANT

INSTALL LED STREET LIGHT (1633K)

INSTALL 8x6 TEE
(1) 6" GATE VALVE (S)
35 LF 6" WATER LINE

E. Great Bear Street

180 LF 8" WATER MAIN

SADIE CREEK SUBDIVISION NO. 1

EXISTING STREET LIGHT EX

EXISTING FIRE HYDRANT EX

E. Great Bear Street

EXISTING STREET LIGHT EX

IRR

S. Luker Road

INSTALL (1) 8" TEE & (1) VALVE (E)
CONNECT NEW 8" WATER MAIN TO
EXISTING 8" MAINLINE.
RETAIN & PROTECT EXISTING VALVES

INSTALL LED STREET
LIGHT (1634K)

11.0'

INSTALL (1) 8" WATER VALVE (E)
AND BLOW-OFF (W)

E. Dunrobin Street

78 LF 8" WATER MAIN

INSTALL 8x6 TEE
(1) 6" GATE VALVE (W)
16 LF 6" WATER LINE

INSTALL FIRE HYDRANT

INSTALL (1) 90° ELBOW

36 LF 8" WATER MAIN

Block 4

INSTALL LED STREET LIGHT (1630K)

INSTALL CROSS &
(3) 8" GATE VALVE (E)(S)(W)

INSTALL LED STREET LIGHT (1632K)

INSTALL FIRE HYDRANT

250' TO EXISTING
LED STREET LIGHT

388 LF 8" WATER MAIN

28 LF 8"
WATER MAIN

98 LF 8" WATER MAIN

EXISTING 8" WATER MAIN

S. Threave Avenue

S. Threave Avenue

INSTALL WATER SERVICE
AND SINGLE METER (TYP.)

INSTALL WATER SERVICE
AND DOUBLE METER (TYP.)

INSTALL LED STREET LIGHT (1631K)

INSTALL 8x6 TEE
(1) 6" GATE VALVE (W)
16 LF 6" WATER LINE

REMOVE EXISTING BLOWOFF AND
INSTALL (1) 8" VALVE (S)
CONNECT NEW 8" WATER MAIN TO
EXISTING 8" MAINLINE

145 LF 8" WATER MAIN

Block 2

Block 3

INSTALL (1) 8" WATER VALVE (W)
AND BLOW-OFF (E)

NORTH

0 30 60

HORIZONTAL SCALE: 1"=30'

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 6 DEC 2019

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

REGISTERED PROFESSIONAL ENGINEER
STATE OF IDAHO
JOSEPH D. CAY
11016

Composite Potable Water and Street Light Plan

Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN,
CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

REV.	DESC.	DATE/BY
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CAY
PROJECT NO. M728
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

SHEET NO:
3.2

See Window Right

SILVERTIP SUBDIVISION

EXISTING 12" PVC

S. Luker Road

S. Wiston Avenue

E. Dunrobin Street

E. Great Bear Street

S. Threave Avenue

SADIE CREEK SUBDIVISION NO. 1

EXISTING 10" PVC

EXISTING 6" PVC

INSTALL 6" VALVE AT EACH END OF SLEEVE EG=2699.20 APPROX. 6" INV=2694.71

FLOW DIRECTION ARROW (TYP.)

102 LF 6" PVC

CONNECT TO EXISTING 6" PVC REMOVE TEE AND INSTALL (1) 10" CROSS (2) 6" REDUCERS & (1) 6" VALVE (S) INSTALL 6 LF 6" PVC EG=2702.00 APPROX. 6" INV=2698.67

INSTALL 6" 11.25° ELBOW

INSTALL PRESSURE IRRIGATION SERVICE ON EXISTING 6" LINE (HOT TAP)

3 LF 6" PVC STUB TO THE SOUTH. CAP AND MARK TO SURFACE AT BOUNDARY FOR FUTURE CONNECTION. EG=2699.20 APPROX. 6" INV=2694.66

INSTALL MAINLINE DRAIN

65 LF 6" PVC

SLEEVE 4" IRRIGATION PIPE WITHIN RIGHT-OF-WAY. SEE DETAIL 6, SHEET 6. (SLEEVE=52 LF C-900 PVC)

Block 1

Block 2

Block 3

Block 4

INSTALL 4" VALVE AT EACH END OF SLEEVE EG=2701.50 APPROX. 4" INV=2698.20

INSTALL 4" 45° ELBOW

102 LF 4" PVC

CONNECT TO EXISTING 6" PRESSURE IRRIGATION (HOT TAP) INSTALL (1) 4"X6" TEE & (1) 4" VALVE (S) EG=2703.00 APPROX. 6" INV=2699.24

INSTALL 6" VALVE AT EACH END OF SLEEVE EG=2699.20 APPROX. 6" INV=2694.71

INSTALL MAINLINE DRAIN

SLEEVE 4" IRRIGATION PIPE WITHIN RIGHT-OF-WAY. SEE DETAIL 6, SHEET 6. (SLEEVE=52 LF C-900 PVC)

PRESSURE IRRIGATION SERVICE FOR FUTURE PHASE INSTALL AIR RELEASE STYLE PI SERVICE (SHORT-SIDE PI SERVICE). SEE DETAIL 2, SHEET 6.2.

SLEEVE 4" IRRIGATION PIPE WITHIN RIGHT-OF-WAY. SEE DETAIL 6, SHEET 6. (SLEEVE=54 LF C-900 PVC)

SLEEVE 4" IRRIGATION PIPE WITHIN RIGHT-OF-WAY. SEE DETAIL 6, SHEET 6. (SLEEVE=58 LF C-900 PVC)

97 LF 4" PVC

INSTALL (1) 6" 90° ELBOW & (1) 4"X6" REDUCER (1) 6" VALVE (E) (1) 4" VALVE (N) EG=2701.00 APPROX. 6" INV=2700.50

54 LF 4" PVC

INSTALL FUTURE PRESSURE IRRIGATION SERVICE (TYP.)

FLOW DIRECTION ARROW (TYP.)

3.0' TYP.

338 LF 4" PVC

INSTALL 4" VALVE AT EACH END OF SLEEVE EG=2699.40 APPROX. 4" INV=2699.15

INSTALL PRESSURE IRRIGATION SERVICE (TYP.)

INSTALL MAINLINE DRAIN APPROX 4" INV=2698.00

INSTALL 4" 45° ELBOW

58 LF 4" PVC

INSTALL PRESSURE IRRIGATION SERVICE (TYP.)

FLOW DIRECTION ARROW (TYP.)

263 LF 6" PVC

INSTALL (1) 6" TEE & 3 LF 6" PVC STUB TO THE SOUTH. INSTALL 6" VALVE (S) CAP AND MARK TO SURFACE AT BOUNDARY FOR FUTURE CONNECTION. EG=2701.00 APPROX. 6" INV=2697.44

INSTALL MAINLINE DRAIN

FLOW DIRECTION ARROW (TYP.)

3.0' TYP.

482 LF 6" PVC

INSTALL PRESSURE IRRIGATION SERVICE (TYP.)

INSTALL 6" VALVE AT EACH END OF SLEEVE EG=2704.00 APPROX. 6" INV=2699.34

INSTALL (2) 6" 45° ELBOWS & 3 LF 6" PVC

52 LF 6" PVC

SLEEVE 6" IRRIGATION PIPE WITHIN RIGHT-OF-WAY. SEE DETAIL 6, SHEET 6. (SLEEVE=50 LF C-900 PVC)

INSTALL (2) 6" 45° ELBOWS & 3 LF 6" PVC

99 LF 6" PVC

INSTALL AIR RELEASE STYLE PI SERVICE (SHORT-SIDE PI SERVICE). SEE DETAIL 2, SHEET 6.2.

CONNECT TO EXISTING 6" PRESSURE IRRIGATION (HOT TAP) INSTALL 6" VALVE (S) EG=2705.00 APPROX. 6" INV=2701.04

2700 2701 2702 2703

Notes

1. GRADE ALL PRESSURE IRRIGATION LINES PER THE FLOW DIRECTION ARROWS, AS SHOWN.
2. VERIFY EXISTENCE OF AND ELEVATION OF EXISTING PRESSURE IRRIGATION FACILITIES PRIOR TO CONSTRUCTION.

NORTH

0 30 60

HORIZONTAL SCALE: 1"=30'

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 6 DEC 2019

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER 4110 STATE OF IDAHO JOSEPH D. CAVA

Composite Pressure Irrigation Plan

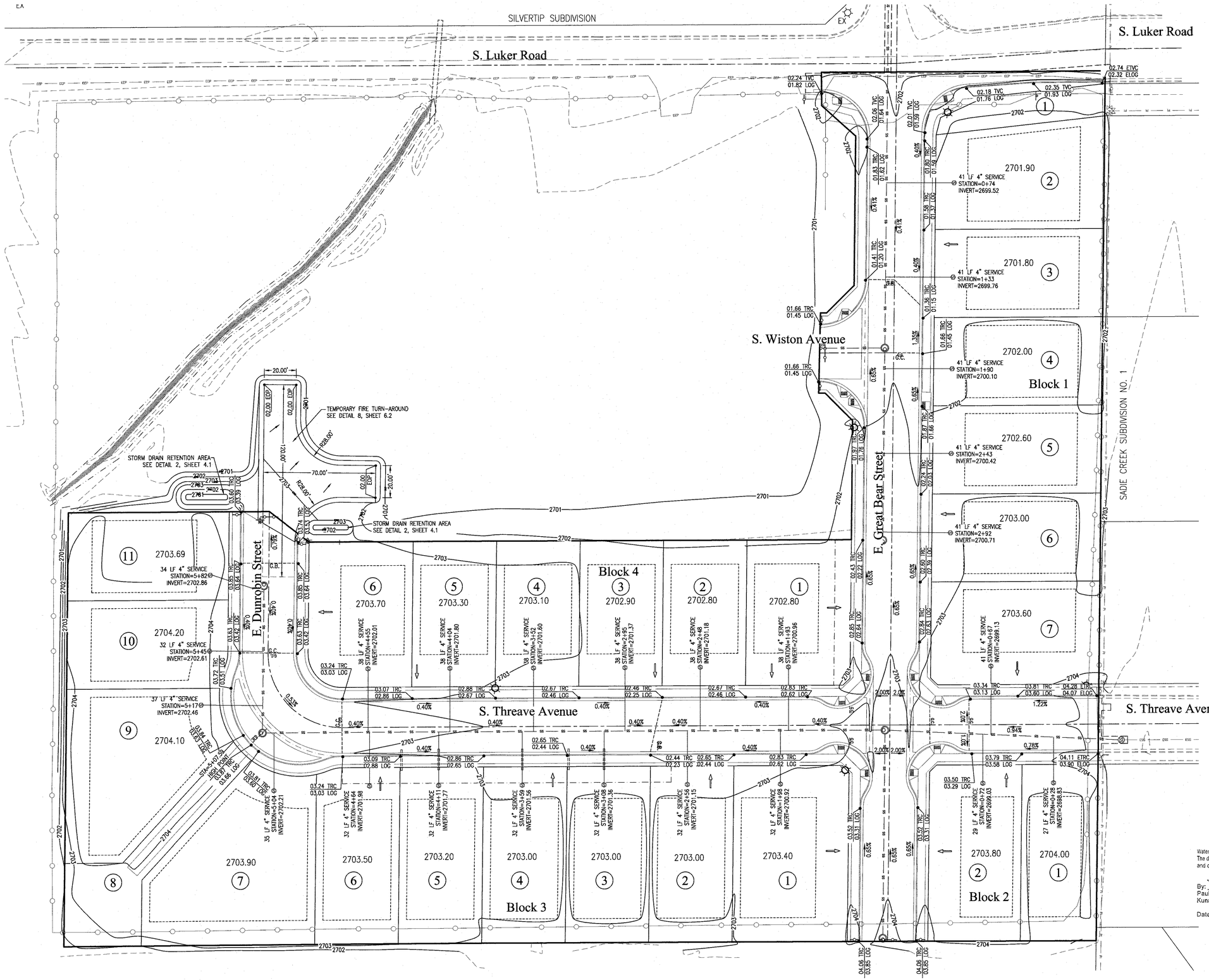
Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

REV.	DESC.	DATE/BY
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTERLE
CHECKED BY: J.J. LANDING
PROJECT NO. M728
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

SHEET NO: 3.3



Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 6 DEC 2019

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER 4116 STATE OF OHIO JOSEPH D. CANNING

Site Grading Plan

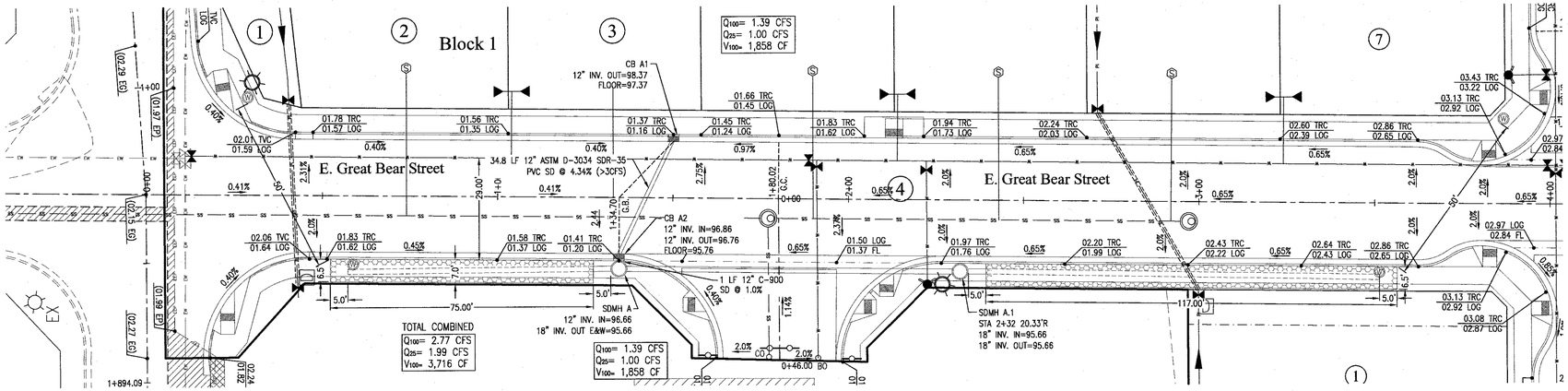
Red Cloud Subdivision No. 1

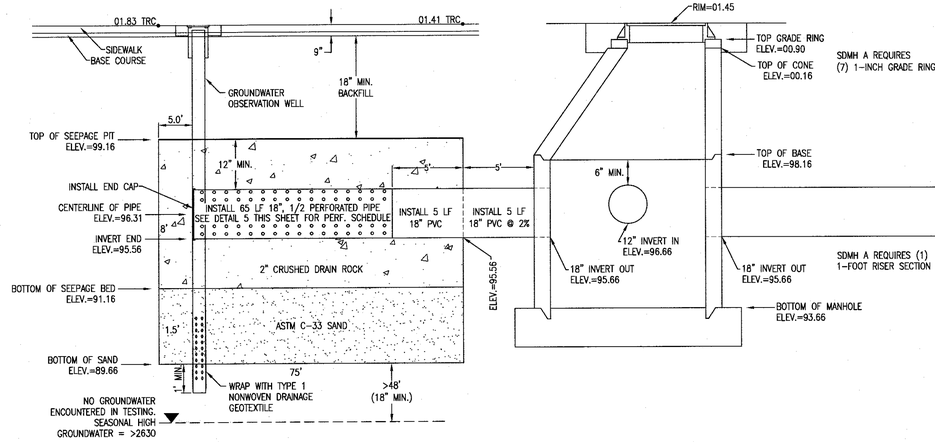
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions			
REV.	DESC.	DATE/BY	
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19	KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19	KMK
C	A.C.H.D. & FIRE DEPT. COMMENTS DATED NOV. 15 & 18, 2019	11-21-19	KK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO.: 18-008
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

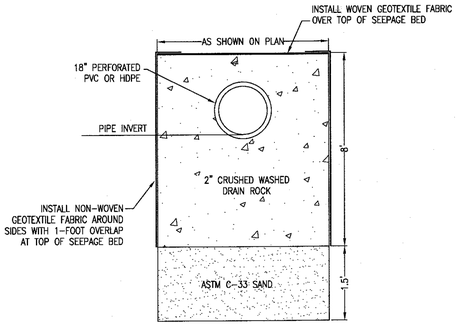
SHEET NO:
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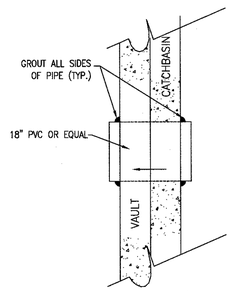
1 Basin A Seepage Bed Detail

SCALE: NOT TO SCALE



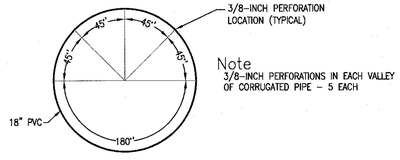
3 Typical Drainage Bed & Perforated Pipe Detail

SCALE: NOT TO SCALE



4 Typical Catch Basin & Sediment Tank Connection Detail

SCALE: NOT TO SCALE



Note
3/8-INCH PERFORATIONS IN EACH VALLEY OF CORRUGATED PIPE – 5 EACH

5 Perforation Schedule

Notes

1. REFER TO PLAN VIEW SHEET FOR MORE INFORMATION.
2. BASED ON TEST PIT FINDINGS, BEDROCK WILL BE ENCOUNTERED (APPROXIMATELY BETWEEN 2 AND 6-FEET BELOW SURFACE) AND BLASTING TO CREATE DRAINAGE IS CERTAIN.
3. AFTER THE BLASTING, INFILTRATION TESTING IS MANDATORY. THE CONTRACTOR IS TO HAVE PERCOLATION TESTING PERFORMED BY SOILS ENGINEER AFTER SEEPAGE TRENCH IS FULLY EXCAVATED. IF THE PERCOLATION TEST IS LESS THAN SPECIFIED BY THE SOILS REPORT AND ENGINEER, CONTRACTOR MAY NEED ADDITIONAL BLASTING OR BORING TO CREATE CONDUIT FOR DRAINAGE TO OCCUR OR REDESIGN THE SYSTEM TO ACHIEVE THE REQUIRED INFILTRATION.
4. GROUNDWATER WAS NOT ENCOUNTERED AND IS NOT CONSIDERED A FACTOR IN DESIGN SYSTEMS FOR ON-SITE DISPOSAL OF STORMWATER PER MATERIALS RESTING & INSPECTION REPORT DATED MAY 29, 2019.
5. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF GROUNDWATER IS ENCOUNTERED WITHIN 3-FEET OF THE BOTTOM DESIGN ELEVATION FOR ANY INFILTRATION FACILITY.
6. SEE PLAN VIEW ABOVE FOR SEEPAGE BED DIMENSIONS.
7. SEE DRAINAGE REPORT FOR CALCULATIONS.
8. ALL SOLID WALL STORM DRAIN PIPING SHALL BE PVC OR HDPE, ALL PERFORATED STORM DRAIN PIPING SHALL BE PVC OR HDPE. ALL ROADWAY CROSSINGS SHALL BE ASTM D-3034 SDR 35 PVC.
9. DESIGN INFILTRATION IS 2.0-INCHES PER HOUR IN BASINS A & B.
10. INSTALL STORM DRAIN MANHOLE PER ACHD SUPPLEMENTAL STD. DWG. SD-611 WITH MANHOLE FRAME AND COVER PER I.S.P.W.C. SD-616 AND SD-617.
11. ELECTRONIC MARKERS ARE REQUIRED AT EACH CORNER OF AN UNDERGROUND INFILTRATION SYSTEM. CONTRACTOR TO COORDINATE WITH ACHD THE INSPECTION FOR PLACEMENT OF SAID MARKERS PRIOR TO BACKFILLING. ACHD IS CURRENTLY SUPPLYING THE DEVICES.
12. ANY INFILTRATION TESTING MUST BE OBSERVED BY ACHD.
13. CONTACT ACHD FOR INSPECTION. SEE ACHD GENERAL NOTES.

Preliminary Plat Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY _____ DATE 12-5-19
ADA COUNTY HIGHWAY DISTRICT

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER
OREGON
4116
EXPIRES: 12/31/19
STATE OF IDAHO
JOSEPH D. CANNING

Storm Drainage Details
Basin A

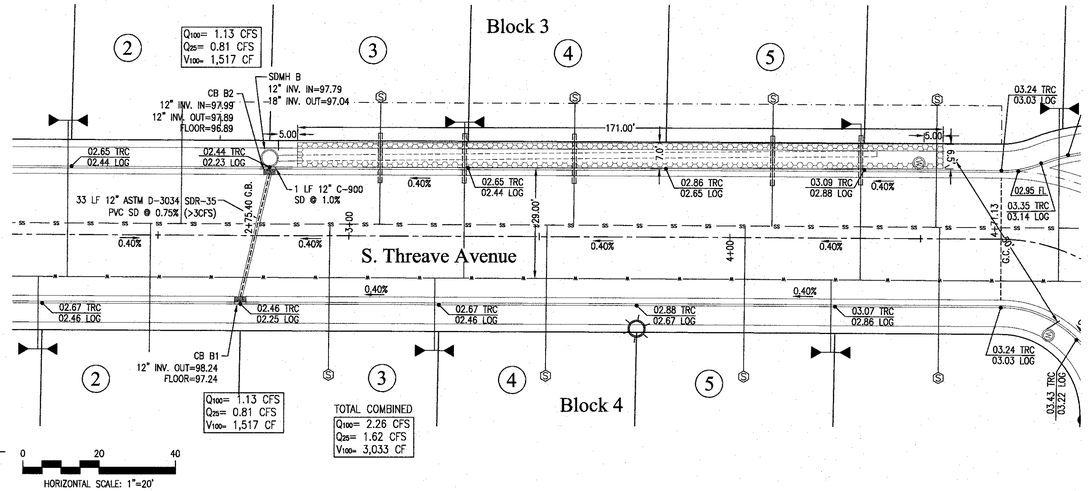
Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

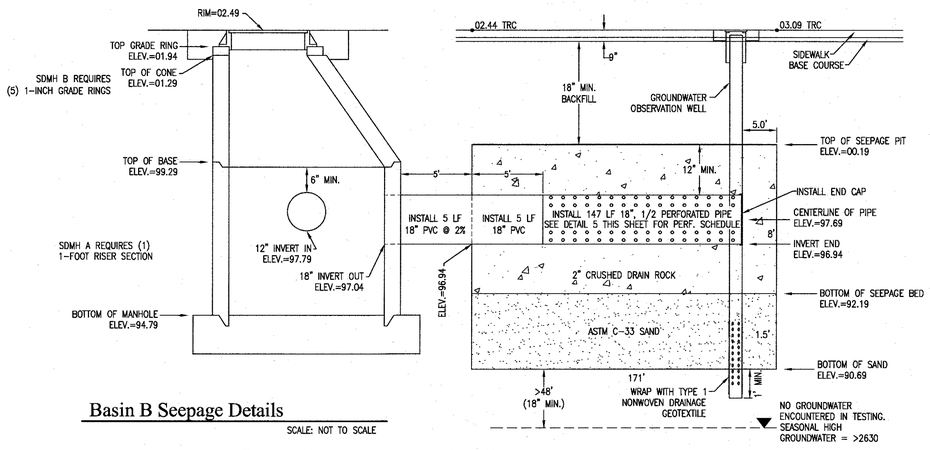
Revisions

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A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. MT28
DRAWING FILE NAME: RED CLOUD DWG FILES PHASE 1.dwg

SHEET NO:
4.0





Basin B Seepage Details

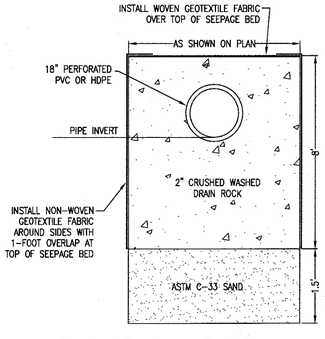
SCALE: NOT TO SCALE

1 Basin B Seepage Bed Detail

SCALE: NOT TO SCALE

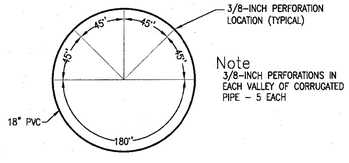
Notes

1. REFER TO PLAN VIEW SHEET FOR MORE INFORMATION.
2. BASED ON TEST PIT FINDINGS, BEDROCK WILL BE ENCOUNTERED (APPROXIMATELY BETWEEN 2 AND 6-FEET BELOW SURFACE) AND BLASTING TO CREATE DRAINAGE IS CERTAIN.
3. AFTER THE BLASTING, INFILTRATION TESTING IS MANDATORY. THE CONTRACTOR IS TO HAVE PERCOLATION TESTING PERFORMED BY SOILS ENGINEER AFTER SEEPAGE TRENCH IS FULLY EXCAVATED. IF THE PERCOLATION TEST IS LESS THAN SPECIFIED BY THE SOILS REPORT AND ENGINEER, CONTRACTOR MAY NEED ADDITIONAL BLASTING OR BORING TO CREATE CONDUIT FOR DRAINAGE TO OCCUR OR REDESIGN THE SYSTEM TO ACHIEVE THE REQUIRED INFILTRATION.
4. GROUNDWATER WAS NOT ENCOUNTERED AND IS NOT CONSIDERED A FACTOR IN DESIGN SYSTEMS FOR ON-SITE DISPOSAL OF STORMWATER PER MATERIALS TESTING & INSPECTION REPORT DATED MAY 29, 2019.
5. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF GROUNDWATER IS ENCOUNTERED WITHIN 3-FEET OF THE BOTTOM DESIGN ELEVATION FOR ANY INFILTRATION FACILITY.
6. SEE PLAN VIEW ABOVE FOR SEEPAGE BED DIMENSIONS.
7. SEE DRAINAGE REPORT FOR CALCULATIONS.
8. ALL SOLID WALL STORM DRAIN PIPING SHALL BE PVC OR HDPE, ALL PERFORATED STORM DRAIN PIPING SHALL BE PVC OR HDPE. ALL ROADWAY CROSSINGS SHALL BE ASTM D-3034 SDR 35 PVC.
9. DESIGN INFILTRATION IS 2.0-INCHES PER HOUR IN BASINS A & B.
10. INSTALL STORM DRAIN MANHOLE PER ACHD SUPPLEMENTAL STD. DWG. SD-611 WITH MANHOLE FRAME AND COVER PER I.S.P.W.C. SD-616 AND SD-617.
11. ELECTRONIC MARKERS ARE REQUIRED AT EACH CORNER OF AN UNDERGROUND INFILTRATION SYSTEM. CONTRACTOR TO COORDINATE WITH ACHD THE INSPECTION FOR PLACEMENT OF SAID MARKERS PRIOR TO BACKFILLING. ACHD IS CURRENTLY SUPPLYING THE DEVICES.
12. ANY INFILTRATION TESTING MUST BE OBSERVED BY ACHD.
13. CONTACT ACHD FOR INSPECTION. SEE ACHD GENERAL NOTE 8, SHEET 1.1.



3 Typical Drainage Bed & Perforated Pipe Detail

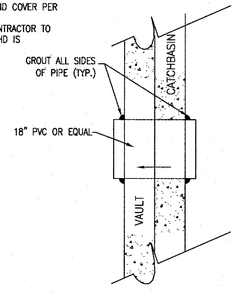
SCALE: NOT TO SCALE



Note
3/8-INCH PERFORATIONS IN EACH VALLEY OF CORRUGATED PIPE - 5 EACH

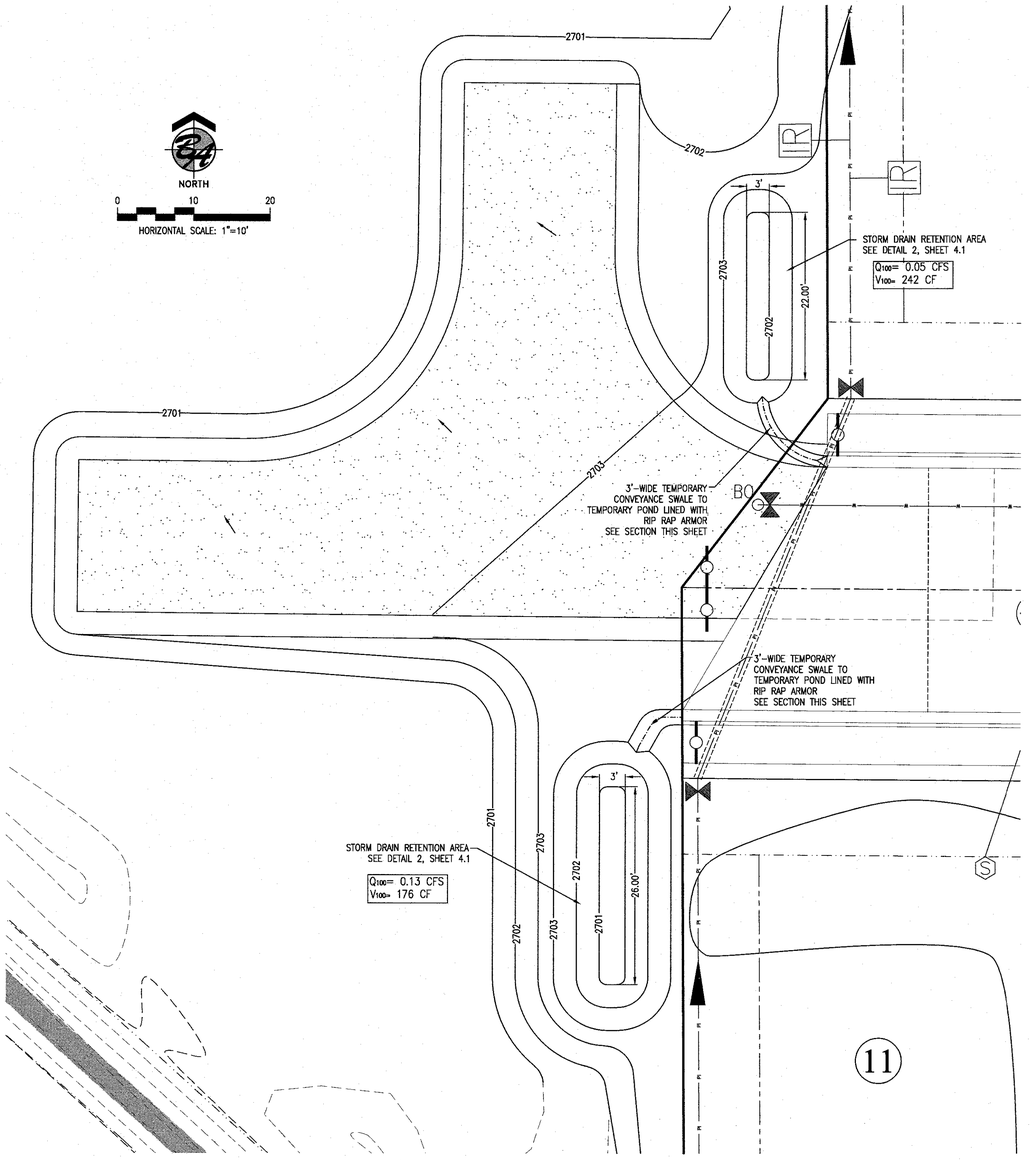
5 Perforation Schedule

SCALE: NOT TO SCALE



4 Typical Catch Basin & Sediment Tank Connection Detail

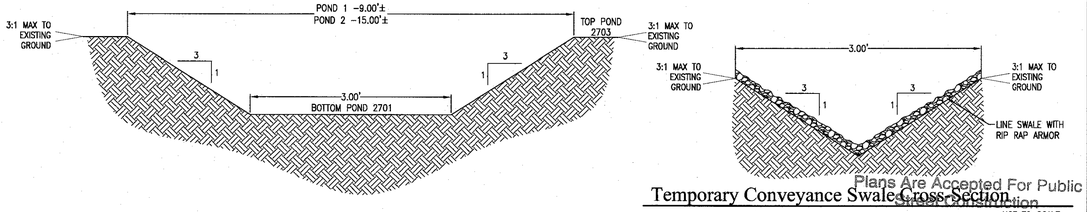
SCALE: NOT TO SCALE



Temporary Storm Drain Cross-Section (Looking East)

Notes

1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF GROUNDWATER IS ENCOUNTERED WITHIN 3-FEET OF THE BOTTOM DESIGN ELEVATION FOR ANY INFILTRATION FACILITY.
2. DESIGN INFILTRATION IS 0.5-INCHES PER HOUR.
3. CONTACT ACHD FOR INSPECTION. SEE ACHD GENERAL NOTE 8, SHEET 1.1.
4. INFILTRATION TESTING IS MANDATORY. THE CONTRACTOR IS TO HAVE PERCOLATION TESTING PERFORMED BY SOILS ENGINEER AFTER TEMPORARY POND IS FULLY EXCAVATED. IF THE PERCOLATION TEST IS LESS THAN SPECIFIED CONTACT PROJECT ENGINEER FOR POSSIBLE RE-DESIGN TO BE APPROVED BY ACHD PRIOR TO COMPLETION OF CONSTRUCTION OF TEMPORARY POND.



Temporary Conveyance Swale Cross-Section

2 Basin C Temporary Swale Plan and Cross-Section

SCALE: NOT TO SCALE

Plans Are Accepted For Public Construction

NOT TO SCALE

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BY: _____ DATE: 10-5-19
ADA COUNTY HIGHWAY DISTRICT

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER — IDAHO — 14116 — STATE OF IDAHO — JOSEPH D. CANNING

Storm Drainage Details
Basin B & C (Temp)

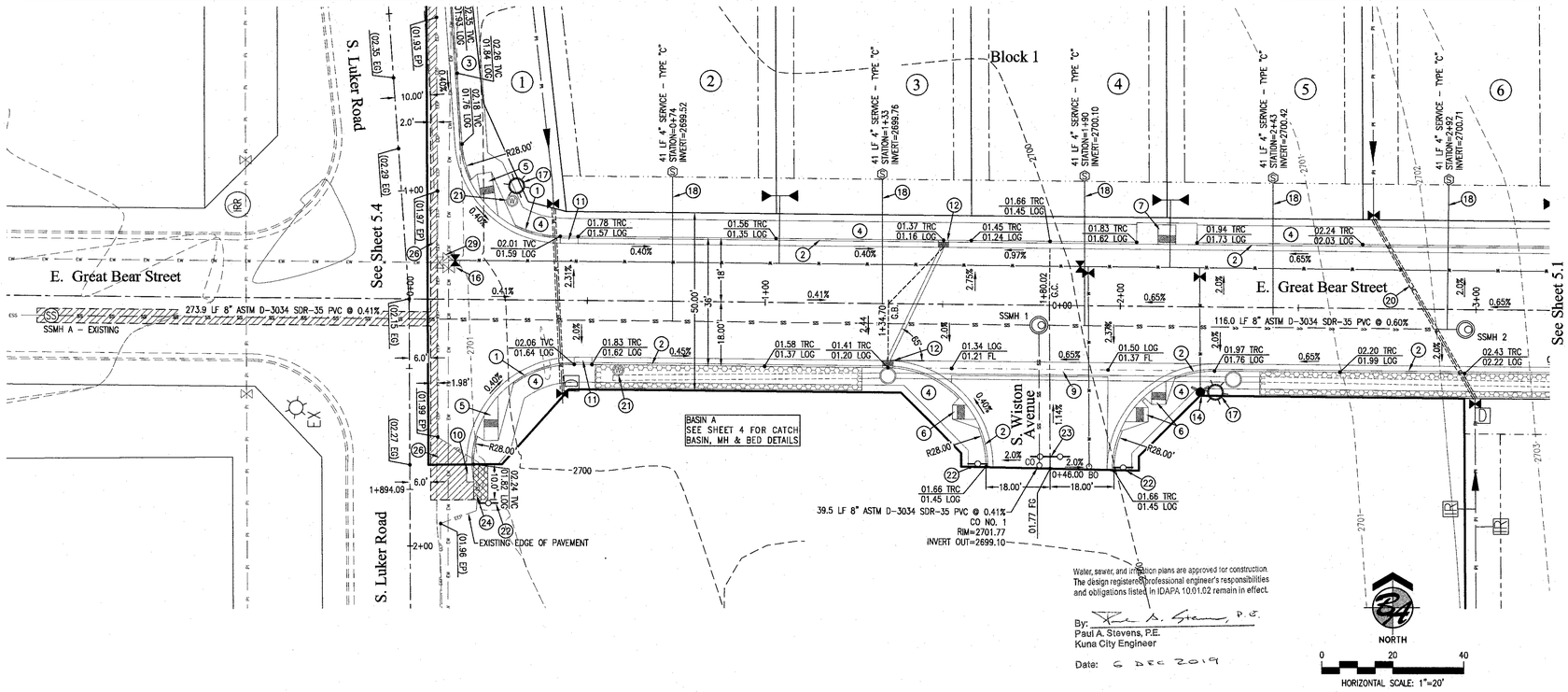
Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

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A.	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. M728
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

SHEET NO:
4.1



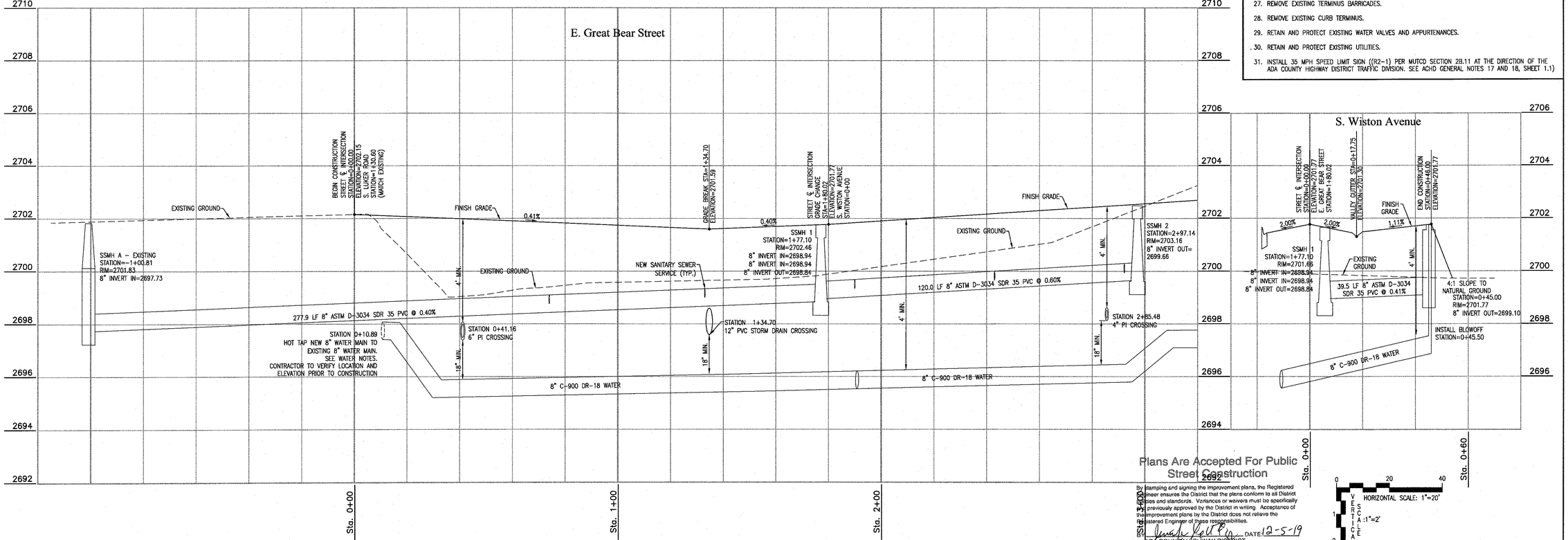
Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 6 DEC 2019

Keynotes

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2. CONSTRUCT 3" ROLLED CURB AND GUTTER IN ACCORDANCE ACHD SUPPLEMENTAL STANDARD DRAWING SD-702. SEE DETAIL 4, SHEET 6.0.
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Jennifer Kelly P.E. DATE: 12-5-19
ADA COUNTY HIGHWAY DISTRICT

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER 4116 STATE OF IDAHO JOSEPH D. CANNING

Plan/Profile - E. Great Bear Street
Sta. 0+00 to 3+00

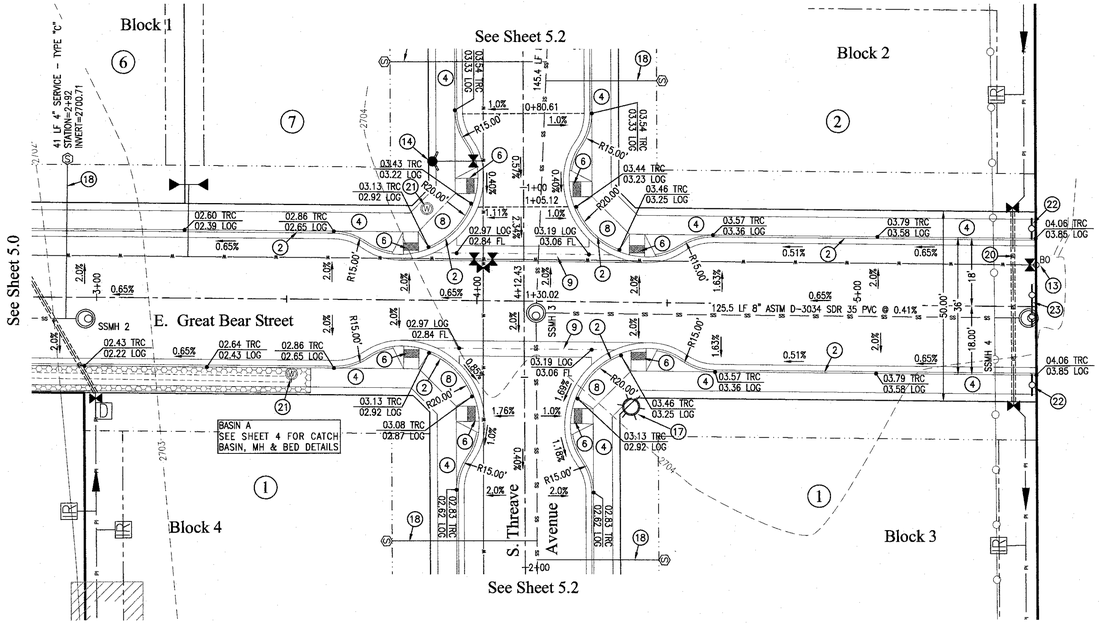
Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

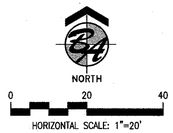
Revisions

REV.	DESC.	DATE/BY
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK
C	A.C.H.D. & FIRE DEPT. COMMENTS DATED NOV. 15 & 18, 2019	11-21-19 KK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. M128
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

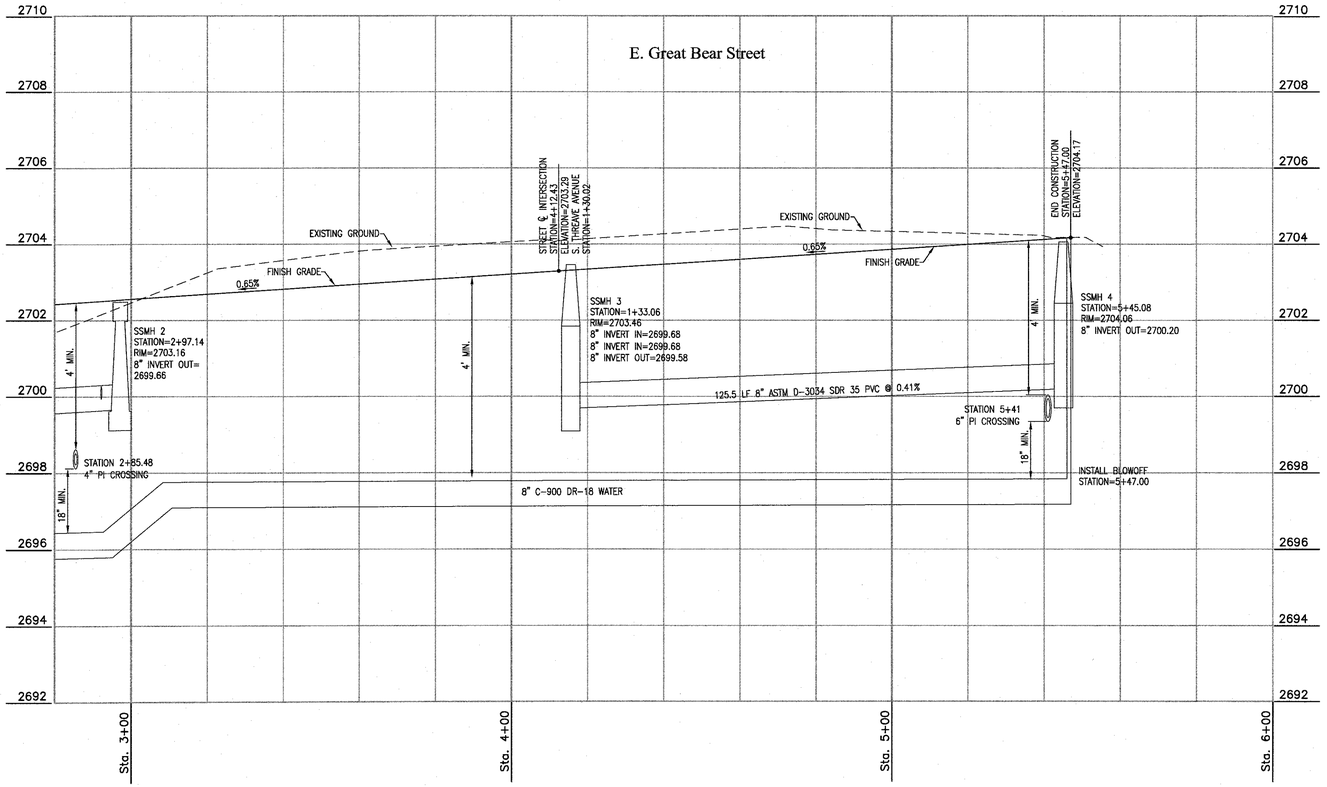
SHEET NO:
5.0





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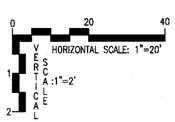
By: Paul A. Stevens, P.E.
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 6 DEC 2019

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BY: _____ ADA COUNTY HIGHWAY DISTRICT DATE: 12-5-19



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Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3361

PROFESSIONAL ENGINEER
STATE OF IDAHO
JOSEPH D. CANNING
11516
REGISTERED

Plan/Profile - E. Great Bear Street
Sta. 3+00 to 5+47

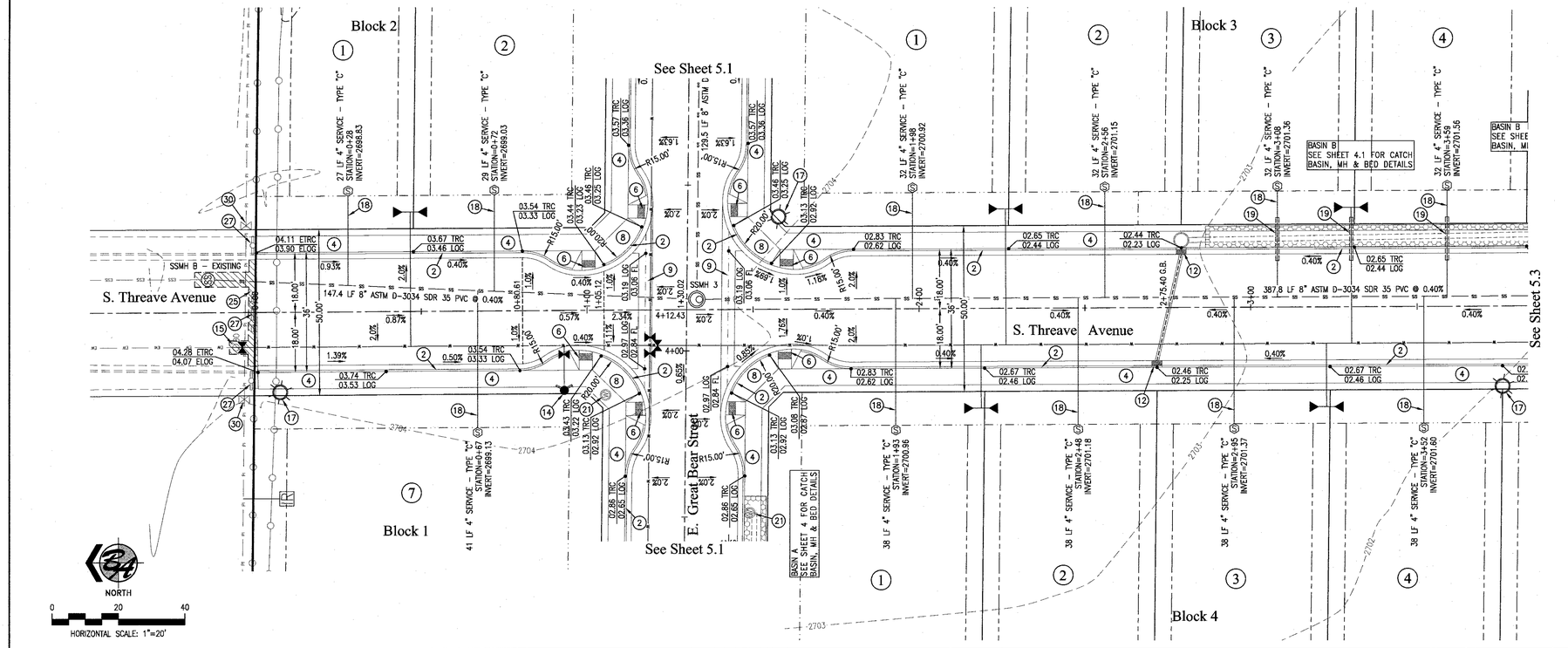
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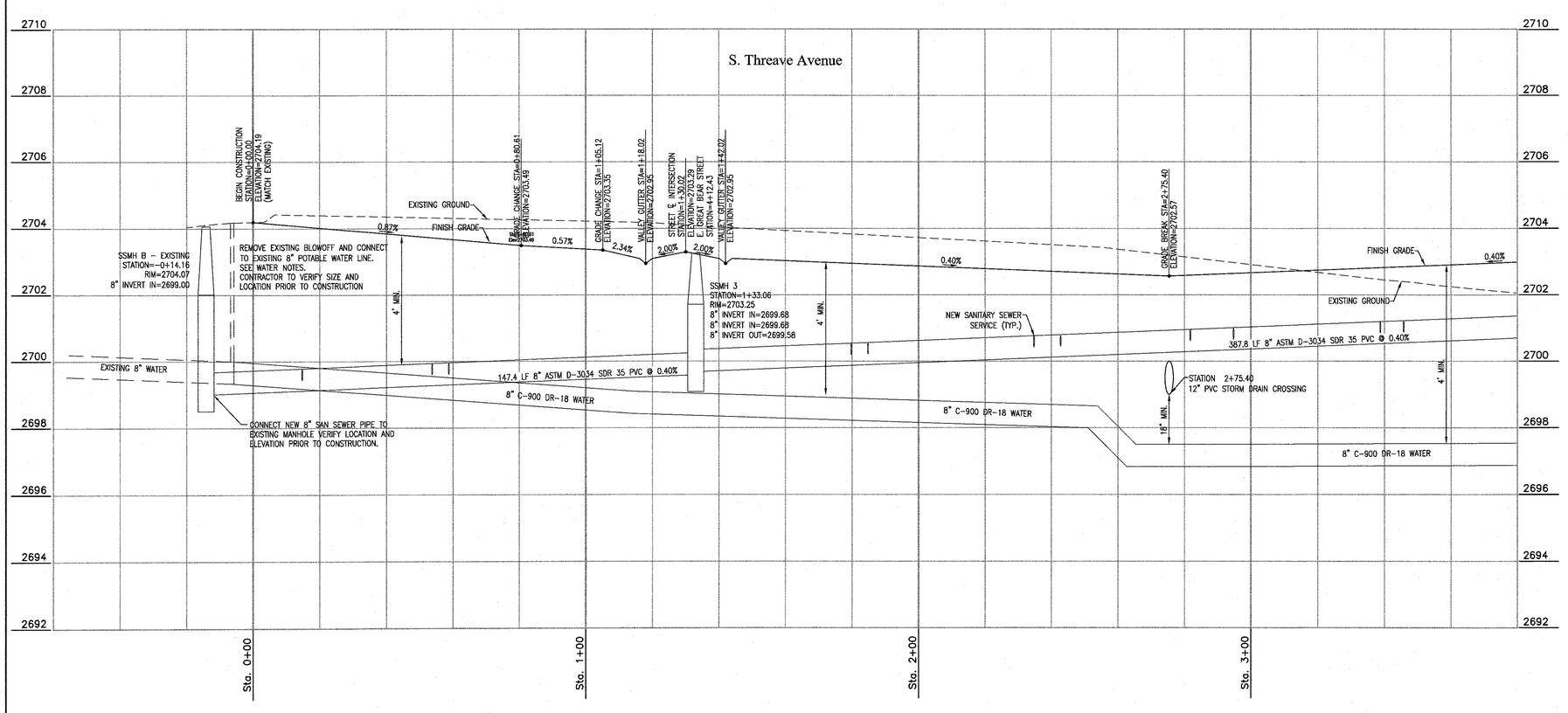
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SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.L. ANDING
PROJECT NO. M728
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

SHEET NO:
5.1





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PROFESSIONAL ENGINEER
STATE OF IDAHO
JOSEPH D. CANNING
4116

Plan/Profile - S. Threave Street Sta. 0+00 to 3+80

Red Cloud Subdivision No. 1

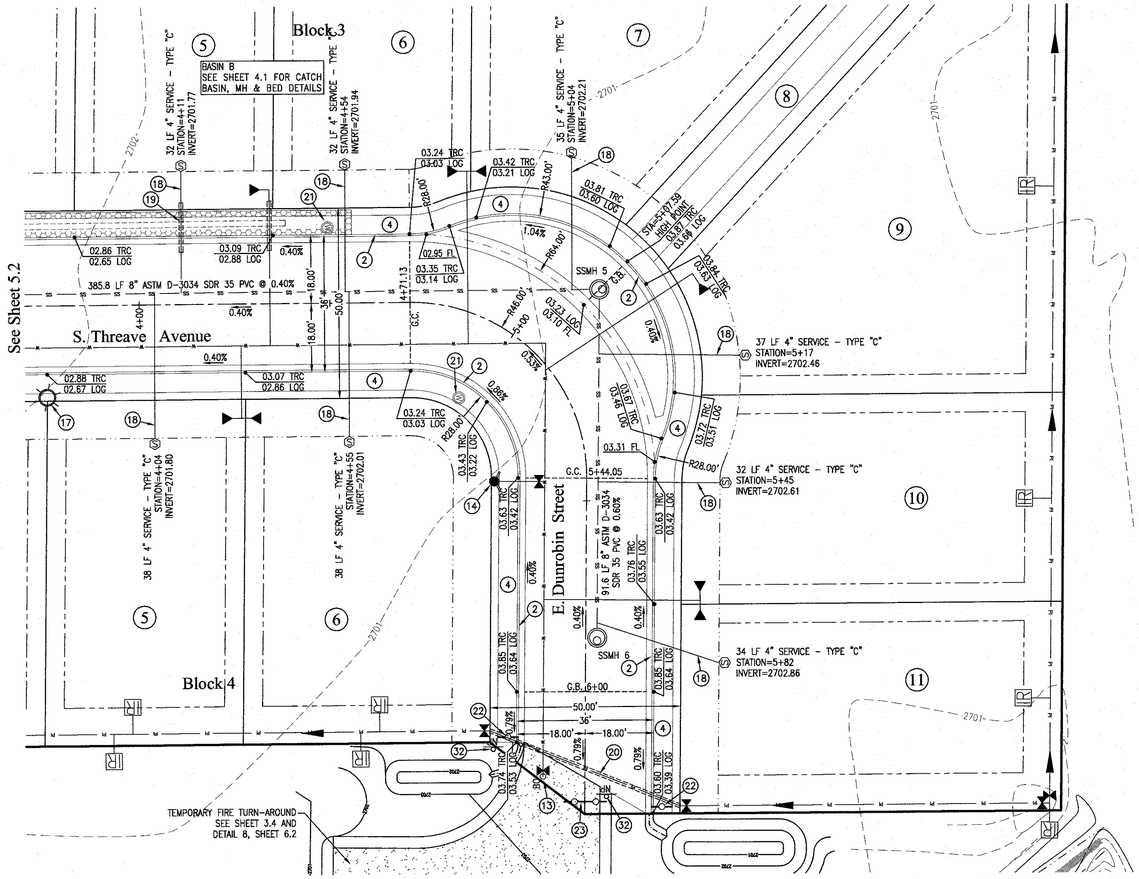
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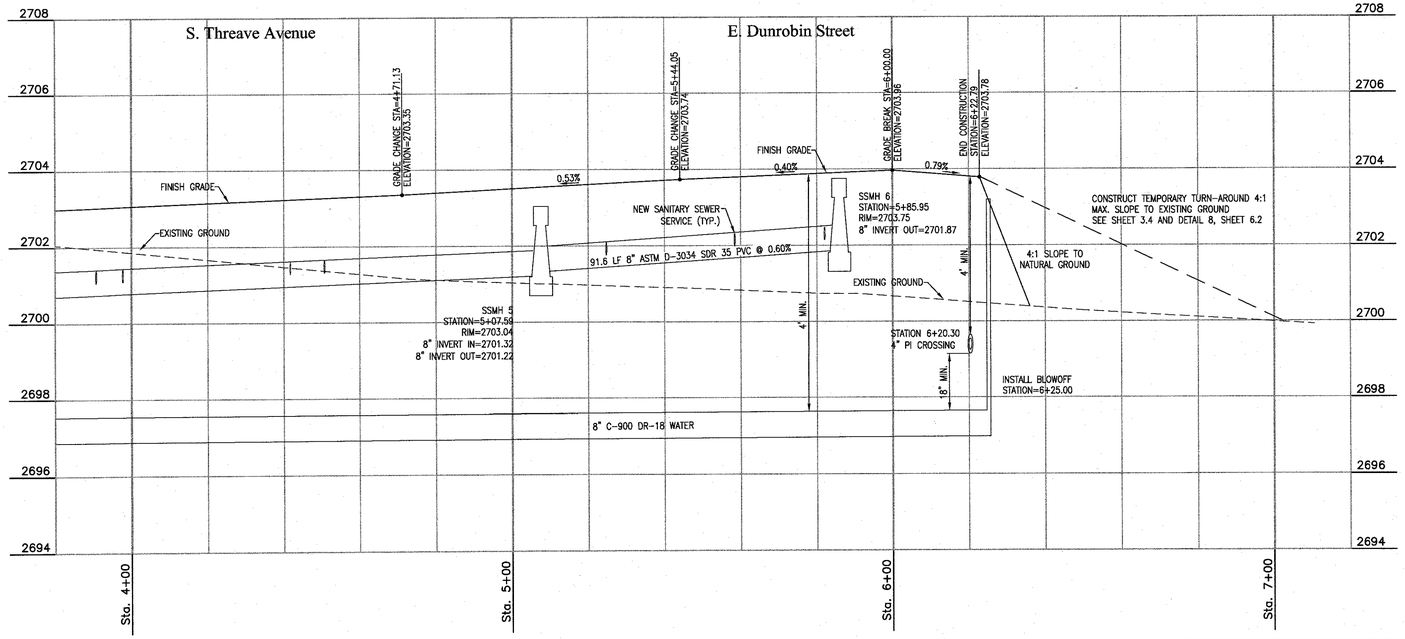
SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. MT28
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

SHEET NO:
5.2



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32. INSTALL NO PARKING SIGN ((R8-3) PER MUTCD SECTION 5B.05 AT THE DIRECTION OF THE ADA COUNTY HIGHWAY DISTRICT TRAFFIC DIVISION. SEE ACHD GENERAL NOTES 17 AND 18, SHEET 1.1)



Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Kuna City Engineer

Date:

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: ADA COUNTY HIGHWAY DISTRICT DATE: 12-5-19

0 20 40
HORIZONTAL SCALE: 1"=20'
VERTICAL 1 2 SCALE: 1"=2'

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER 4116 STATE OF IDAHO JOSEPH D. CANNING 11-27-19

Plan/Profile - S. Threave Avenue / E. Dunrobin Street Sta. 3+80 to 6+23

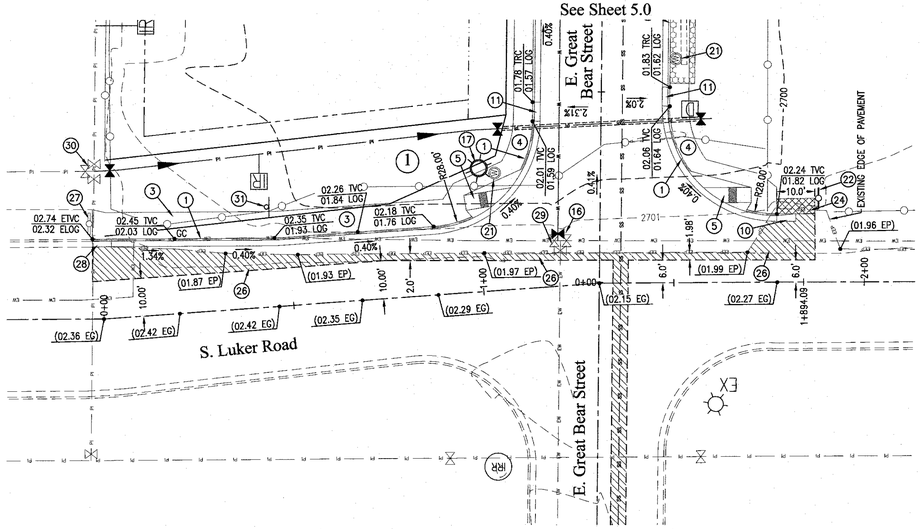
Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R.1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

REV:	DESC:	DATE/ BY
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPT. 25, 2019	10-31-19 KMK
C	A.C.H.D. & FIRE DEPT. COMMENTS DATED NOV. 15 & 18, 2019	11-21-19 KK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: KIM KETTELLE
CHECKED BY: JOSEPH CANNING
PROJECT NO. M728
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

SHEET NO:
5.3



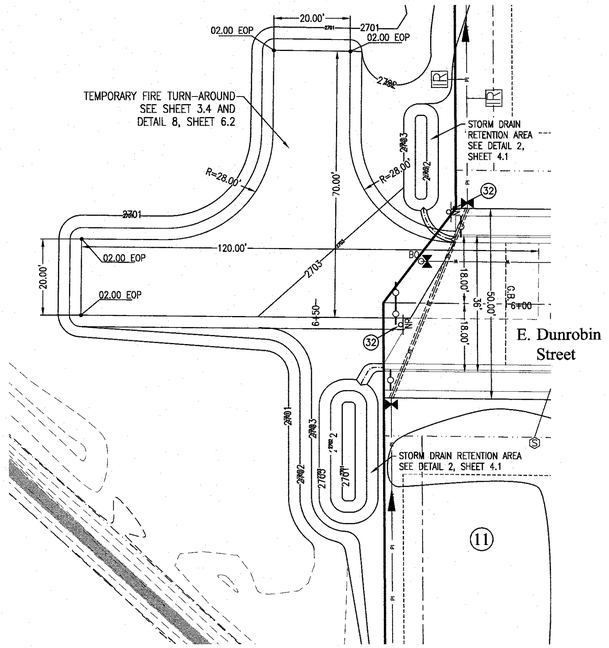
1 S. Luker Road Plan

SCALE: 1"=20'

NORTH

0 20 40

HORIZONTAL SCALE: 1"=20'

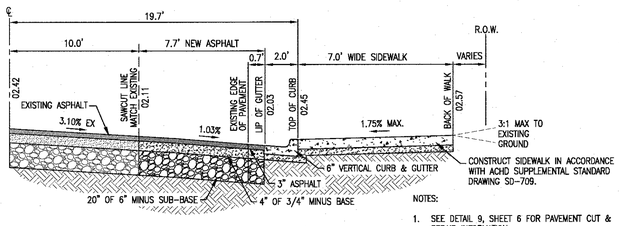


2 Temporary Fire Turn Around

NOT TO SCALE

Keynotes

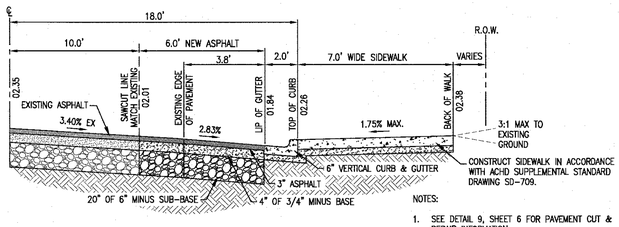
1. CONSTRUCT 6" VERTICAL CURB AND GUTTER IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-701. SEE DETAIL 3, SHEET 6.0.
2. CONSTRUCT 3" ROLLED CURB AND GUTTER IN ACCORDANCE ACHD SUPPLEMENTAL STANDARD DRAWING SD-702. SEE DETAIL 4, SHEET 6.0.
3. CONSTRUCT 7'-0" WIDE CONCRETE SIDEWALK IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-709
4. CONSTRUCT 5'-0" WIDE CONCRETE SIDEWALK IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-709
5. CONSTRUCT TYPE "C" PEDESTRIAN RAMP IN ACCORDANCE WITH I.S.P.W.C. STANDARD DRAWING SD-712-C.
6. CONSTRUCT PEDESTRIAN RAMP IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-712-H-4. SEE DETAIL 6, SHEET 6.0.
7. CONSTRUCT TYPE "C" MID-BLOCK PEDESTRIAN RAMP IN ACCORDANCE WITH I.S.P.W.C. STANDARD DRAWING SD-712-C. SEE DETAIL 6, SHEET 6.0.
8. CONSTRUCT CURB BULBOUTS IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-710-F.
9. CONSTRUCT VALLEY GUTTER IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-708. SEE DETAIL 7, SHEET 6.0.
10. CONSTRUCT 5'-0" CURB TERMINUS IN ACCORDANCE WITH I.S.P.W.C. STANDARD DRAWING SD-707.
11. CONSTRUCT 5-FOOT TRANSITION FROM 6" VERTICAL CURB AND GUTTER TO 3" ROLLED CURB AND GUTTER.
12. INSTALL INLET CATCH BASIN, TYPE IV, FOR ROLLED CURB (OR EQUAL) IN ACCORDANCE WITH ACHD SUPPLEMENTAL STANDARD DRAWING SD-604-A.
13. INSTALL 2" WATER MAIN BLOW-OFF VALVE IN ACCORDANCE WITH KUNA CITY STANDARD DRAWING KIRR-405. SEE DETAIL 7, SHEET 6.1.
14. INSTALL FIRE HYDRANT IN ACCORDANCE WITH I.S.P.W.C. STANDARD DRAWING SD-404. SEE DETAIL 2, SHEET 6.1.
15. REMOVE EXISTING BLOW-OFF AND CONNECT NEW 8" POTABLE WATER MAINLINE TO THE EXISTING 8" POTABLE WATER MAINLINE. SEE WATER NOTES.
16. CONNECT NEW 8" POTABLE WATER MAINLINE TO THE EXISTING 10" POTABLE WATER MAINLINE. SEE WATER NOTES.
17. INSTALL LED STREET LIGHT PER KUNA CITY STANDARD DRAWING KSD-1116. SEE DETAIL 6, SHEET 6.2.
18. INSTALL SEWER SERVICE USING 4" ASTM D-2241 DR18 PVC WATER CLASS PIPE.
19. INSTALL SLEEVE AROUND SERVICE THROUGH SEEPAGE BED, PER ACHD STORMWATER DESIGN MANUAL, DETAIL 07. SEE DETAIL 11, SHEET 6.0.
20. INSTALL PIPE SLEEVE WITHIN RIGHT-OF-WAY PER DETAIL 5, SHEET 6.0.
21. INSTALL GROUND WATER OBSERVATION WELL (MONITORING WELL) PER ACHD STD DWG SD-627. SEE DETAIL 4, SHEET 6.2.
22. INSTALL TYPE II TERMINUS BARRICADE W/KICK PLATE AT BASE FOR CANE DETECTION, AS PER MUTCD PROVISIONS SECTION 6D.02 AND ACHD SUPPLEMENTAL DRAWING SD-1132-A.
23. INSTALL TYPE III TERMINUS BARRICADE STATING "THIS ROAD WILL BE EXTENDED IN THE FUTURE", AS PER ACHD SUPPLEMENTAL DRAWING SD-1132-B.
24. CONSTRUCT 4' WIDE ASPHALT RAMP TO TRANSITION SIDEWALK TO EXISTING EDGE OF PAVEMENT.
25. SAWCUT, REMOVE, AND REPLACE APPROXIMATELY 170 SF OF EXISTING ASPHALT. SAWCUT TO BE A MINIMUM OF 2' WIDE. SEE DETAIL 9, SHEET 6.0.
26. SAWCUT, REMOVE, AND REPLACE APPROXIMATELY 733 SF OF EXISTING ASPHALT. SAWCUT TO BE A MINIMUM OF 2' WIDE. SEE DETAIL 9, SHEET 6.0.
27. REMOVE EXISTING TERMINUS BARRICADES.
28. REMOVE EXISTING CURB TERMINUS.
29. RETAIN AND PROTECT EXISTING WATER VALVES AND APPURTENANCES.
30. RETAIN AND PROTECT EXISTING UTILITIES.
31. INSTALL 35 MPH SPEED LIMIT SIGN ((R2-1) PER MUTCD SECTION 2B.11 AT THE DIRECTION OF THE ADA COUNTY HIGHWAY DISTRICT TRAFFIC DIVISION. SEE ACHD GENERAL NOTES 17 AND 18, SHEET 1.1)
32. INSTALL NO PARKING SIGN ((R8-3) PER MUTCD SECTION 5B.05 AT THE DIRECTION OF THE ADA COUNTY HIGHWAY DISTRICT TRAFFIC DIVISION. SEE ACHD GENERAL NOTES 17 AND 18, SHEET 1.1)



NOTES:
1. SEE DETAIL 9, SHEET 6 FOR PAVEMENT CUT & REPAIR INFORMATION
2. SEE DETAIL 2, SHEET 6 FOR ROADWAY SECTION

S. Luker Road Sta. 0+20 - Looking North

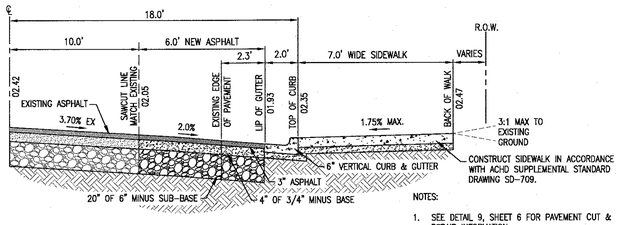
NOT TO SCALE



NOTES:
1. SEE DETAIL 9, SHEET 6 FOR PAVEMENT CUT & REPAIR INFORMATION
2. SEE DETAIL 2, SHEET 6 FOR ROADWAY SECTION

S. Luker Road Sta. 0+68 - Looking North

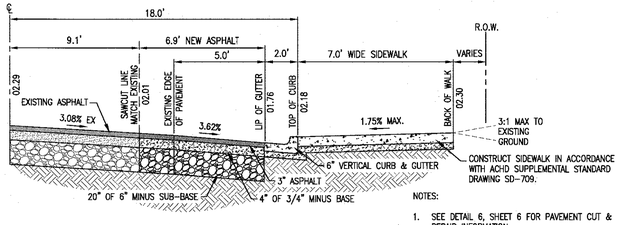
NOT TO SCALE



NOTES:
1. SEE DETAIL 9, SHEET 6 FOR PAVEMENT CUT & REPAIR INFORMATION
2. SEE DETAIL 2, SHEET 6 FOR ROADWAY SECTION

S. Luker Road Sta. 0+46.2 - Looking North

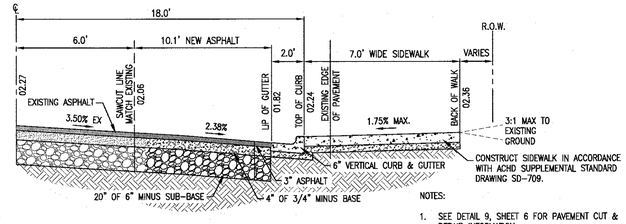
NOT TO SCALE



NOTES:
1. SEE DETAIL 6, SHEET 6 FOR PAVEMENT CUT & REPAIR INFORMATION
2. SEE DETAIL 2, SHEET 6 FOR ROADWAY SECTION

S. Luker Road Sta. 0+88 - Looking North

NOT TO SCALE



NOTES:
1. SEE DETAIL 9, SHEET 6 FOR PAVEMENT CUT & REPAIR INFORMATION
2. SEE DETAIL 2, SHEET 6 FOR ROADWAY SECTION

S. Luker Road Sta. 1+77.1 - Looking North

NOT TO SCALE

Plans Are Accepted For Public Street Construction

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BY: _____ DATE: 12-5-19
ADA COUNTY HIGHWAY DISTRICT

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER
4116
STATE OF IDAHO
DAVID D. CANNING
REGISTERED

S. Luker Road Plan Sta. 0+00 to 2+00
Sta.0+00 to 2+00

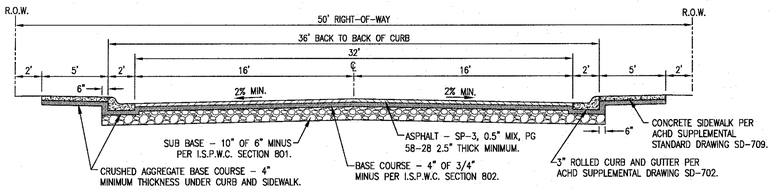
Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

REV.	DESC.	DATE/BY
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK
C	A.C.H.D. & TRE DEPT. COMMENTS DATED NOV. 15 & 18, 2019	11-21-19 KK

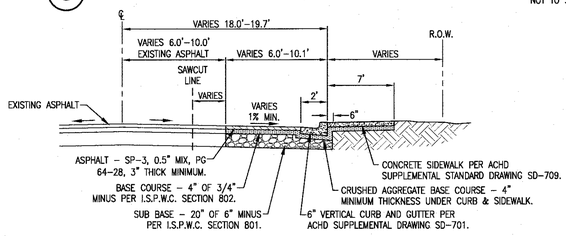
SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTERLE
CHECKED BY: J.D. CANNING
PROJECT NO. M738
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

SHEET NO:
5.4



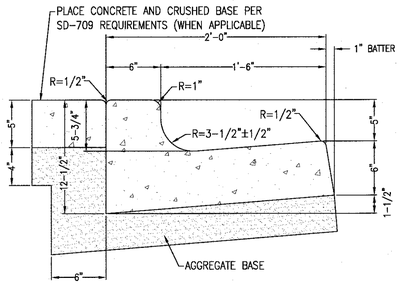
1 Typical Local Street Section

NOT TO SCALE



2 S. Luker Road Section - Looking North
Station 0+00 - Station 1+84.09

NOT TO SCALE

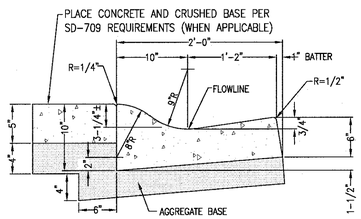


NOTES

1. GRADE AND ALIGNMENT TO BE ESTABLISHED OR APPROVED BY THE ENGINEER AND THE PUBLIC AGENCY HAVING JURISDICTION.
2. BASE: 4-INCH COMPACTED DEPTH OF 3/4-INCH MINUS CRUSHED AGGREGATE BASE MATERIAL, PLACE AS SPECIFIED AND PAID UNDER SECTION-802 ISPWC; COMPACTED TO EXCEED 95% OF STANDARD PROCTOR.
3. SUBBASE: PLACE TO LENGTH BEHIND CURB AS SHOWN ABOVE FOR AGGREGATE BASE MATERIAL. PLACEMENT DEPTH PER PLAN OR AS DIRECTED AND PAID UNDER SECTION 801 ISPWC. COMPACTION SHALL MEET REQUIREMENTS OF SECTION 801 ISPWC.
4. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (OR CONSISTENT WITH 2X SIDEWALK WIDTH SCORE SPACING).
5. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPWC SPECIFICATIONS.
6. BACKFILL AS PER SECTION-706.
7. SECURE RIGHT-OF-WAY PERMIT BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.
8. STANDARD CURB TO BE USED ON:
   1. COLLECTOR AND ARTERIAL STREETS, UNLESS OTHERWISE INDICATED.
   2. ALL RADII PLUS 5-FEET EACH END WITH 2-FEET TRANSITION TO ROLL CURB.
   3. TO MATCH EXISTING CURBS.
   4. SEE SD-709 FOR CURB CONSTRUCTION WHEN SIDEWALK IS INCLUDED.

3 Typical 6" Vertical Curb & Gutter

REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, ACHD SUPPLEMENTAL STD DWG. SD-701 NOT TO SCALE



NOTES:

A. GRADE AND ALIGNMENT TO BE ESTABLISHED OR APPROVED BY THE ENGINEER AND THE PUBLIC AGENCY HAVING JURISDICTION.

B. BASE: 4-INCH COMPACTED DEPTH OF 3/4-INCH MINUS CRUSHED AGGREGATE BASE MATERIAL, PLACED AS SPECIFIED AND PAID UNDER SECTION-802 ISPWC; COMPACTED TO EXCEED 95% OF STANDARD PROCTOR.

C. SUBBASE: PLACE TO LENGTH BEHIND CURB AS SHOWN ABOVE FOR AGGREGATE BASE MATERIAL. PLACEMENT DEPTH PER PLAN OR AS DIRECTED AND PAID UNDER SECTION 801 ISPWC. COMPACTION SHALL MEET REQUIREMENTS OF SECTION 801 ISPWC.

D. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS AT 10-FEET MAXIMUM SPACING (OR CONSISTENT WITH 2x SIDEWALK WIDTH FOR SCORE SPACING.)

E. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPWC SPECIFICATIONS.

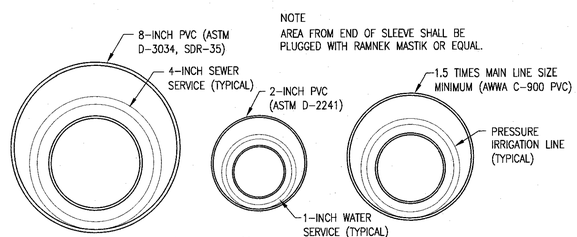
F. BACKFILL AS PER ISPWC SECTION-706.

G. SECURE RIGHT-OF-WAY PERMIT BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.

H. USE ROLLED CURB IN RESIDENTIAL AREAS. WHEN LOCAL JURISDICTION REQUIRES VERTICAL CURB AT INTERSECTIONS VERTICAL CURB LENGTH TO BE FULL RADIUS PLUS 5 FEET AT EACH END. TRANSITION LENGTH FROM ROLLED CURB TO VERTICAL CURB 2 FEET.

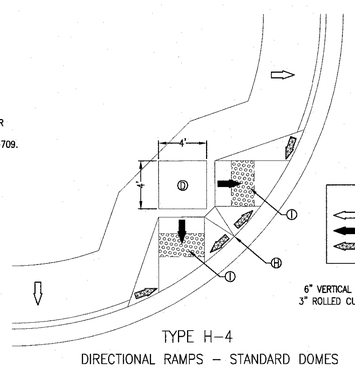
4 Typical 3" Rolled Curb And Gutter

REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, ACHD SUPPLEMENTAL STD DWG. SD-702 NOT TO SCALE

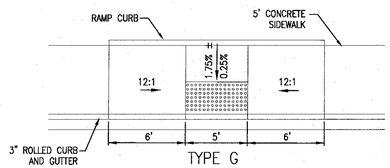


5 Pipe Sleeve Section Detail

NOT TO SCALE

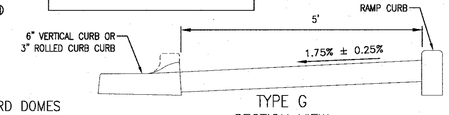


TYPE H-4
DIRECTIONAL RAMPS – STANDARD DOMES



TYPE G
PLAN VIEW

LEGEND
1.5% ± 0.5% (2% MAX. SLOPE)
7.3% ± 1.0% (8.3% MAX. SLOPE)
9% ± 1.0% (10% MAX. SLOPE)



TYPE G
SECTION VIEW

NOTES:

A. RAMPS FOR CORNERS WITH A MIN. 15' RADII AND UTILIZING ROLLED CURB

B. RAMPS ARE CONTAINED WITHIN THE CURB RADIUS

C. RAMP DIMENSIONS
   CURB TYPE = STANDARD 3-INCH ROLLED PER ISPWC SD-702
   THROAT DEPTH = 4-FEET FROM FACE OF CURB
   THROAT WIDTH = 4-FOOT MINIMUM
   WING = 3-FEET TRAVERSABLE
   WING = 1.5 FEET NON TRAVERSABLE

D. RAMPS REQUIRE A MINIMUM 4 FOOT X 4 FOOT LANDING IN SIDEWALK @ 1.5% ± 0.5% (2% MAX. SLOPE)

E. RAMPS SHALL NOT EXCEED 12:1 (8.3%) SLOPE & TRAVERSABLE WINGS 10:1 (10%)

F. NON TRAVERSABLE AREA – PATTERNED CONCRETE\LAWN\GRAVEL\ETC.

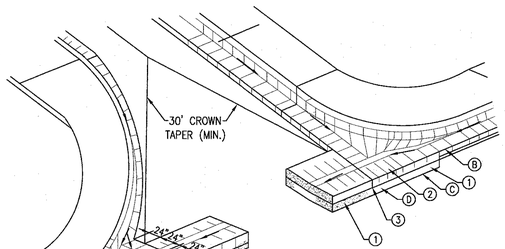
G. 4 FOOT X 4 FOOT FLAT STREET SIDE LANDING REQUIRED

H. CURB IS NOT REQUIRED TO BE FULL – HEIGHT

I. TRUNCATED DOMES SHALL BE INSTALLED IN ALL PEDESTRIAN RAMPS LOCATED WITHIN THE RIGHT-OF-WAY PER I.S.P.W.C. SD-712. DOMES SHALL BE RIGID INSERTS WE-SET INTO CONCRETE (CONCRETE STAMPS AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW".

6 Pedestrian Ramp SD-712-H4 & Mid Block Ramp SD-712-G

REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION – ACHD SUPPLEMENT, STD DWG. SD-712-H NOT TO SCALE
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION – MID BLOCK RAMP ISPWC SD-712-G



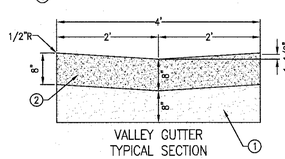
NOTES:

A. GRADE OF GUTTER MINIMUM 0.4%.

B. FILLET DETAIL FOR CORNER RADIUS 15 FEET OR LESS.

C. FILLET AND BASE SECTION THICKNESS SHALL MATCH THE VALLEY GUTTER, TYPICAL.

D. PAY LIMITS FOR VALLEY GUTTER.



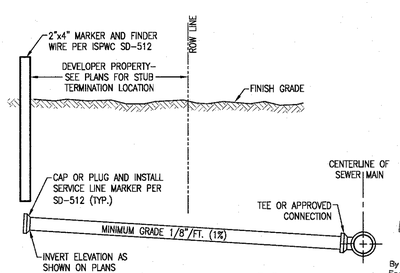
VALLEY GUTTER
TYPICAL SECTION

KEYNOTES:

1. 6" OF 3/4" MINUS CRUSHED AGGREGATE BASE MINIMUM.
2. CONCRETE.
3. 1/2" EXPANSION JOINT.

7 Typical Valley Gutter

REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, ACHD SUPPLEMENTAL STD DWG. SD-708 NOT TO SCALE



SD-511, TYPE "C"

8 Type "C" Standard Sewer Service Connection

REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD DWG. SD-511

Plans Are Accepted For Public Street Construction

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BY: Valid Until 12-31-20 DATE: 12-5-19
ADA COUNTY HIGHWAY DISTRICT

UTILITY WORK NOTES:

ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLAN. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF THE ACHD POLICY MANUAL.

a. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.

b. IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.

c. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.

d. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS, OR TIME IS A CRITICAL FACTOR.

e. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.

NOTES:

A. REFER TO SECTION-307 FOR MATERIALS AND WORKMANSHIP REQUIREMENTS.

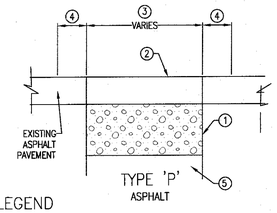
B. PATCH WIDTHS ARE NEVER TO BE LESS THAN 4' IN WIDTH. LOCATE THE MATCH OF THE NEW TO EXISTING PAVEMENT OUT OF THE VEHICLE WHEEL PATH OF THE STREET. 2' CUTS ALLOWED ONLY ADJACENT TO CURBS.

C. CONCRETE PAVEMENT MUST BE REPLACED IN FULL PANELS UNLESS AUTHORIZED IN WRITING BY ACHD.

D. TACK ALL COLD JOINT SURFACES WITH EMULSION WHICH HAS BEEN "BROKEN" PRIOR TO PATCHING.

E. THE ACHD DEVELOPMENT POLICY, SECTION 6000-CONSTRUCTION, INDICATES SPECIFIC MATERIAL THICKNESS PLACEMENT BASED ON ROADWAY CLASSIFICATION FOR STREET CUTS AND SURFACE REPAIRS. BETWEEN THE CONTENTS OF THE ISPWC AND ACHD DEVELOPMENT POLICY THE MOST STRINGENT (I.E. THE THICKEST SECTION) REQUIREMENT MUST BE MET FOR FIELD PACEMENT ACCEPTANCE.

F. POTHOLE REPAIR NOT ALLOWED IN CONCRETE SECTIONS UNLESS AUTHORIZED IN WRITING BY ACHD.



TYPE 'P'
ASPHALT

LEGEND

1. 3/4" MINUS CRUSHED AGGREGATE BASE COURSE 8" FOR LOCAL ROADS, 12" FOR ARTERIAL OR COLLECTOR ROADS OR MATCH THE THICKNESS OF EXISTING GRAVEL, WHICHEVER IS GREATER.
2. PRINCIPLE ARTERIAL ROADWAYS SHALL BE PAVED 5" THICK, IN 2 EQUAL LIFTS, AS A MINIMUM. MINOR ARTERIAL ROADWAYS, COLLECTOR, LOCAL COMMERCIAL, AND LOCAL INDUSTRIAL ROADWAYS SHALL BE PAVED BACK 3" THICK, AS A MINIMUM. LOCAL RESIDENTIAL ROADWAYS AND ALLEYS SHALL BE PAVED BACK 2.5" AS A MINIMUM.
3. FULL PANEL REPLACEMENT REQUIRED FOR SURFACE RESTORATION. 2' CUTS ALLOWED ONLY ADJACENT TO CURBS.
4. CUT ASPHALT IN NEAT STRAIGHT LINE 12" FROM THE EDGE OF TRENCH, UNLESS OTHERWISE SPECIFIED.
5. COMPACTED TRENCH BACKFILL AS PER SD-301 AND SECTION-306 OF THESE SPECIFICATIONS.

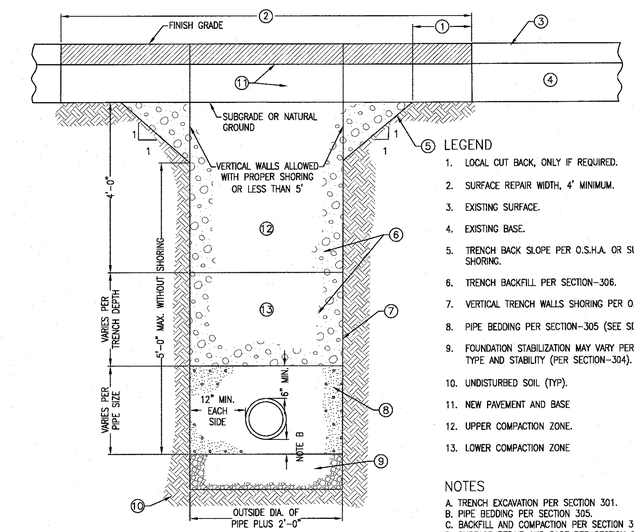
ASPHALT MATERIAL NOTES:

A. SUPER-PAVE IS REQUIRED FOR PRINCIPLE ARTERIAL ROADWAY SECTIONS.

B. SP-5 ASPHALT USING PERFORMANCE GRADE (PG) OILS AT 64-28 AS A MINIMUM.

9 Street Cuts & Pavement Repair Details

REF.: CURRENT EDITION IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD. DWG. SD-303. NOT TO SCALE
(ACHD 2017 SUPPLEMENT REVISION)



LEGEND

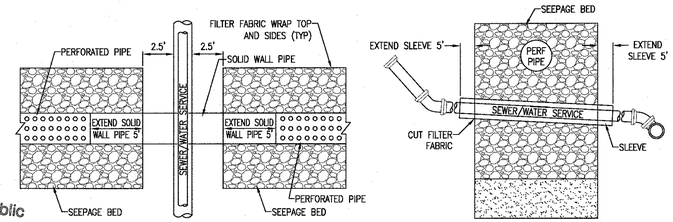
1. LOCAL CUT BACK, ONLY IF REQUIRED.
2. SURFACE REPAIR WIDTH, 4' MINIMUM.
3. EXISTING SURFACE.
4. EXISTING BASE.
5. TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
6. TRENCH BACKFILL PER SECTION-306.
7. VERTICAL TRENCH WALLS SHORING PER O.S.H.A..
8. PIPE BEDDING PER SECTION-305 (SEE SD-302).
9. FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
10. UNDISTURBED SOIL (TYP).
11. NEW PAVEMENT AND BASE
12. UPPER COMPACTION ZONE.
13. LOWER COMPACTION ZONE

NOTES

A. TRENCH EXCAVATION PER SECTION 301.
B. PIPE BEDDING PER SECTION 305.
C. BACKFILL AND COMPACTION PER SECTION 306.
D. SURFACE REPAIR AND BASE PER SECTION 307.

10 Typical Trench Detail

REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD DWG. SD-301 NOT TO SCALE



OPTION 1: BREAK BED
PLAN

NOTES
1. OPTION 1 REQUIRES SEEPAGE BED LENGTH TO BE INCREASED BY GAP LENGTH

OPTION 2: SLEEVE LINE
SECTION

11 Typical Trench Detail

REF.: 2017 ACHD STORMWATER DESIGN GUIDELINES, STD DWG. DETAIL 07 NOT TO SCALE

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381



Construction Details

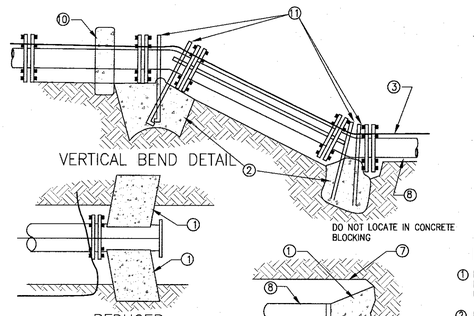
Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

REV.	DESC.	DATE/BY
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. M725
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

SHEET NO:
6.0



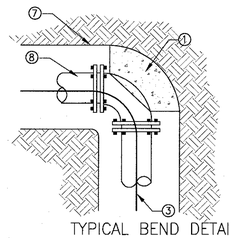


TABLE 1
THRUST AREA FOR HORIZONTAL BENDS ***

SOIL BEARING PRESSURE = 2000 PSF WORKING PRESSURE RATING = 150 PSI SAFETY FACTOR = 1.5				
MINIMUM SQUARE FEET OF THRUST AREA ONTO UNDISTURBED EARTH				
PIPE SIZE	TEE, PLUG OR VALVE	90° BEND**	45° BEND	22.5°, 11.25° BENDS OR REDUCER
3	0.8	1.1	0.6	0.3
4	1.4	2.0	1.1	0.6
6	3.2	4.5	2.4	1.2
8	5.7	8.0	4.3	2.2
10	8.8	12.5	6.8	3.4
12	12.7	18.0	9.7	5.0
14	17.3	24.5	13.3	6.8
16	22.6	32.0	17.3	8.8
18	28.6	40.5	21.9	11.2

* MUST BE INCREASED BASED ON DIFFERENT CONDITIONS (HIGHER WORKING PRESSURE OR LOWER SOIL BEARING STRENGTH).
** OR TEE ACTING AS A 90° BEND.
*** THRUST BLOCK DEPTH TO BE A MINIMUM OF 12" FOR PIPE SIZES 3"–8" AND 18" FOR PIPE SIZES 10"–16" OR THE SQUARE ROOT OF THE REQUIRED BEARING AREA, WHICHEVER IS GREATER.

LEGEND

① FOR HORIZONTAL PIPE BENDS, BEARING THRUST BLOCKS MUST PROVIDE 2500 P.S.I. CONCRETE POURED AGAINST UNDISTURBED EARTH PER TABLE 1.

② FOR VERTICAL PIPE BENDS, GRAVITY THRUST THRUST BLOCKS MUST PROVIDE A VOLUME OF CONCRETE POURED AGAINST UNDISTURBED EARTH WHICH IS SIZED FOR EXPECTED FORCES WITH A MINIMUM 1.5 FACTOR OF SAFETY.

③ NO. 12 COPPER FINDER WIRE. SEE SD–514 FOR SPLICING.

④ C.I. VALVE BOX WITH COVER.

⑤ C.I. GATE VALVE (M.J.).

⑥ PRECAST BLOCK FOR CUT IN TEE AND VALVE OR CAST IN PLACE WITH 2 1/2" ø MIN. REBAR.

⑦ TRENCH SIDE.

⑧ PIPE.

⑨ PLUG.

⑩ HAMMERHEAD THRUST BLOCKING.

⑪ ANCHOR BARS (1/2"ø MIN.).

NOTES:

Ⓐ ANCHOR ALL VALVES CONNECTED TO P.V.C. PIPE AS SHOWN.

Ⓑ COVER BOLTS AND FLANGES WITH PLASTIC TO PROTECT FROM CONCRETE ADHERENCE DURING CONSTRUCTION OF THRUST BLOCKS.

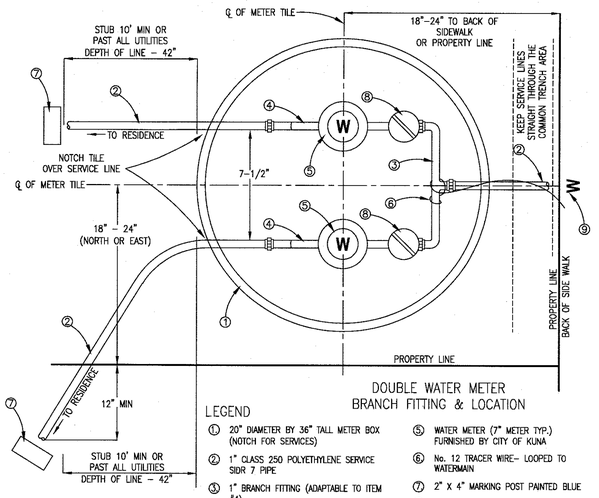
Ⓒ SEE CHART FOR MIN THRUST BLOCKS BEARING AREAS.

Ⓓ ALL CONCRETE TO BE 2500 P.S.I. STRENGTH POURED AGAINST UNDISTURBED EARTH.

Ⓔ PROVIDE 6 MIL POLYPROPYLENE BETWEEN FITTINGS AND CONCRETE.

Ⓕ NOTIFY ENGINEER FOR ANY CONDITION OR PIPE SIZE NOT INDICATED.

Ⓖ ALL BLOCKS TO BE CENTERED AROUND PIPE SPRING LINE.



LEGEND

① 20" DIAMETER BY 36" TALL METER BOX (NOTCH FOR SERVICES)

② 1" CLASS 250 POLYETHYLENE SERVICE SIDR 7 PIPE

③ 1" BRANCH FITTING (ADAPTABLE TO ITEM #4)

④ COPPER METER SETTER WITH LOCKABLE SHUT OFF VALVE AND ANGLE DUAL CARTRIDGE CHECK VALVE PART NUMBER PER APPROPRIATE SERVICE SIZE

⑤ WATER METER (7" METER TYP.) FURNISHED BY CITY OF KUNA

⑥ No. 12 TRACER WIRE– LOOPED TO WATERMAIN

⑦ 2" X 4" MARKING POST PAINTED BLUE

⑧ FULL OPENING BALL VALVE BASED ON SERVICE SIZE

⑨ STAMPED "W" IN FRONT OF WATER METER PIT

DOUBLE WATER METER BRANCH FITTING & LOCATION

3 Water Service Connection

REF.: CITY OF KUNA STANDARD DWG. SD–K402 NOT TO SCALE

NOTES

A. ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS.

B. NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED.

C. SERVICE PIPE: 1" CLASS 250 POLYETHYLENE SIDR 7 PIPE.

D. SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS (TYPE CC).

E. NO SERVICE CONNECTIONS WITHIN ONE (1) FOOT OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES.

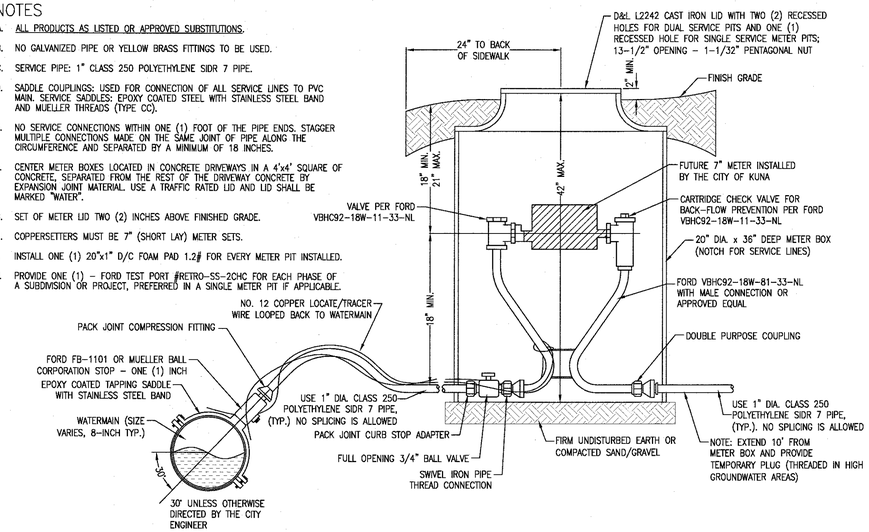
F. CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4'x4' SQUARE OF CONCRETE, SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE A TRAFFIC RATED LID AND LID SHALL BE MARKED "WATER".

G. SET OF METER LID TWO (2) INCHES ABOVE FINISHED GRADE.

H. COPPERSETTERS MUST BE 7" (SHORT LAY) METER SETS.

I. INSTALL ONE (1) 20"x1" D/C FOAM PAD 1.2# FOR EVERY METER PIT INSTALLED.

J. PROVIDE ONE (1) – FORD TEST PORT #RETRO–SS–2CHC FOR EACH PHASE OF A SUBDIVISION OR PROJECT, PREFERRED IN A SINGLE METER PIT IF APPLICABLE.



6 Standard Water Service Connection for 3/4" Water Service

REF.: CITY OF KUNA STANDARD DWG. SD–401–.75 NOT TO SCALE

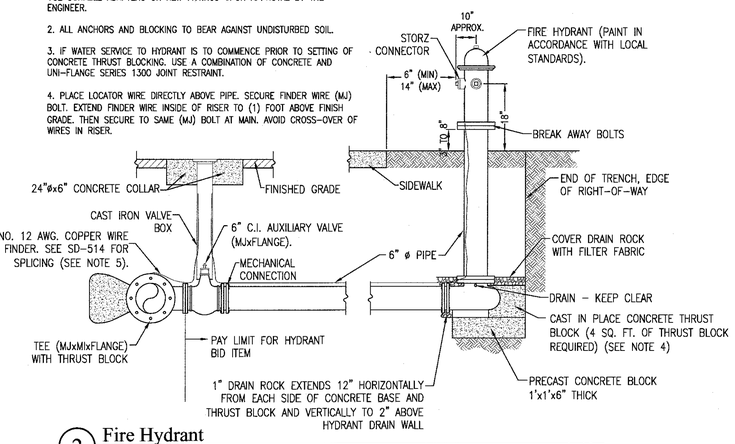
NOTES

1. ALL AUXILIARY VALVES TO BE LOCATED AT THE TEE ON THE WATER MAIN AS SHOWN ON THIS DETAIL OR AS DIRECTED BY THE ENGINEER. WHERE EXISTING FITTINGS ARE NOT COMPATIBLE WITH NEW MAIN CONSTRUCTION. USE SUITABLE ADAPTERS OR NEW FITTINGS UPON APPROVAL BY THE ENGINEER.

2. ALL ANCHORS AND BLOCKING TO BEAR AGAINST UNDISTURBED SOIL.

3. IF WATER SERVICE TO HYDRANT IS TO COMMENCE PRIOR TO SETTING OF CONCRETE THRUST BLOCKING, USE A COMBINATION OF CONCRETE AND UNI–FLANGE SERIES 1300 JOINT RESTRAINT.

4. PLACE LOCATOR WIRE DIRECTLY ABOVE PIPE. SECURE FINDER WIRE (MJ) BOLT. EXTEND FINDER WIRE INSIDE OF RISER TO (1) FOOT ABOVE FINISH GRADE. THEN SECURE TO SAME (MJ) BOLT AT MAIN. AVOID CROSS–OVER OF WIRES IN RISER.

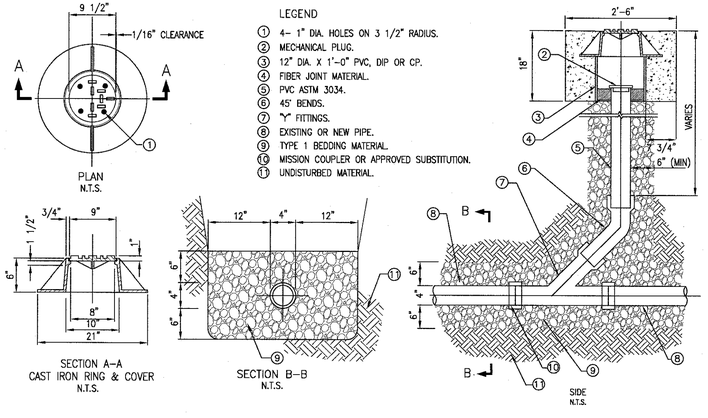


2 Fire Hydrant

REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD DWG. SD–404 NOT TO SCALE

4 Potable & Non-Potable Water Line (NPWL) Separation

REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD DWG. SD–407 NOT TO SCALE



LEGEND

① 4– 1" DIA. HOLES ON 3 1/2" RADIUS.
② MECHANICAL PLUG.
③ 12" DIA. X 1'–0" PVC, DIP OR CP.
④ FIBER JOINT MATERIAL.
⑤ PVC ASTM 3034.
⑥ 45° BENDS.
⑦ "Y" FITTINGS.
⑧ EXISTING OR NEW PIPE.
⑨ TYPE 1 BEDDING MATERIAL.
⑩ MISSION COUPLER OR APPROVED SUBSTITUTION.
⑪ UNDISTURBED MATERIAL.

5 Standard 4" Traffic Rated Clean-out

REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, STD DWG. SD–506A NOT TO SCALE

VERTICAL SEPARATION REQUIREMENTS

ZONE 1:
A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18"
AND
B) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

ZONE 2:
A) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING
AND EITHER:
B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10–FEET ON BOTH SIDES OF CROSSING.
OR
C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVE MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL DISTANCE OF 10–FEET ON BOTH SIDES OF THE CROSSING.

ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

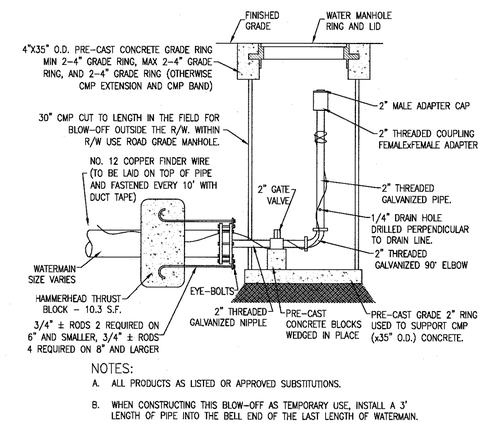
HORIZONTAL SEPARATION REQUIREMENTS

ZONE 1:
A) NO SPECIAL REQUIREMENTS

ZONE 2:
A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON–POTABLE SERVICES.
B) WATER AND NPWL SEPARATED BY AT LEAST 6–FEET AT OUTSIDE WALLS.
AND
C) WATER AT LEAST 18–INCHES HIGHER IN ELEVATION THAN THE NPWL.
AND EITHER
D) NPWL CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS.
OR
E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.

ZONE 3: NOT ALLOWED WITHOUT DEQ WAIVER.

ZONE 4: SANITARY SEWER FORCE MAINS MUST HAVE MINIMUM 10–FEET HORIZONTAL SEPARATION AND 18–INCHES VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.



NOTES:
A. ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS.
B. WHEN CONSTRUCTING THIS BLOW–OFF AS TEMPORARY USE, INSTALL A 3' LENGTH OF PIPE INTO THE BELL END OF THE LAST LENGTH OF WATERMAIN.

7 2" Blow-Off Assembly Detail-To Be Used On Mains <12" Dia.

REF.: CITY OF KUNA STANDARD DWG. KIRR–405 NOT TO SCALE

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 6 DEC 2019

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER — IDAHO — 4116 — STATE OF — JOSEPH D. CANNING

Construction Details

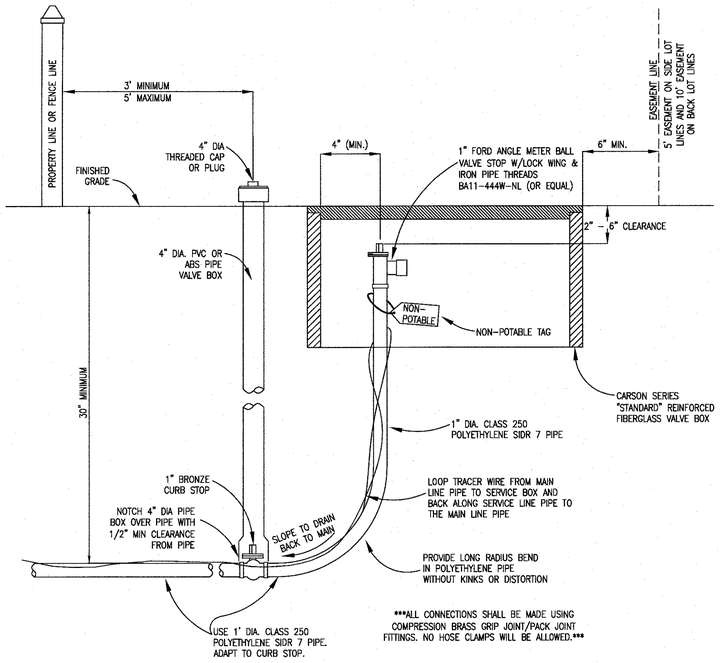
Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

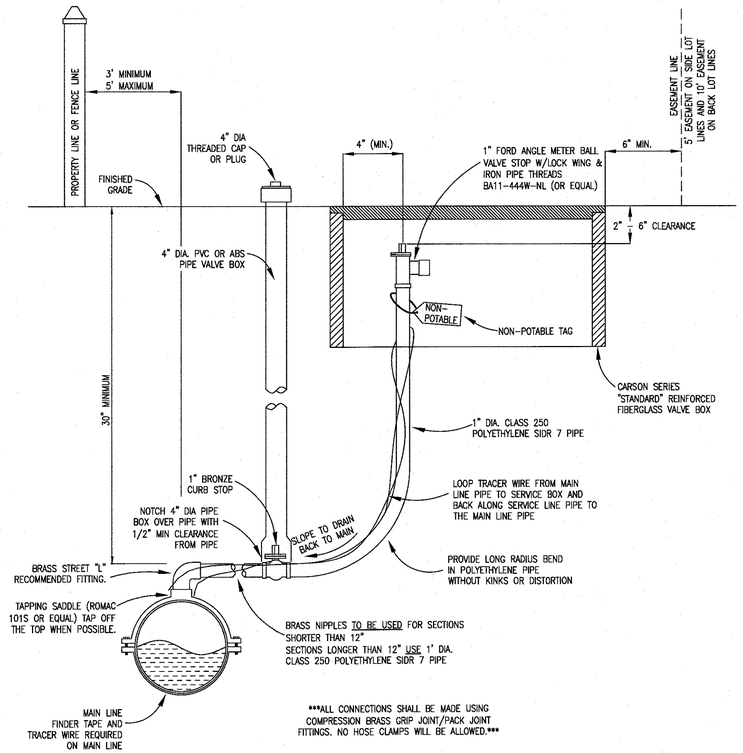
REV.	DESC:	DATE/BY
A	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9–26–19 KMK
B	K.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9–26–19 KMK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. M728
DRAWING FILE NAME: RED CLOUD CONST PLANS PHASE 1.dwg

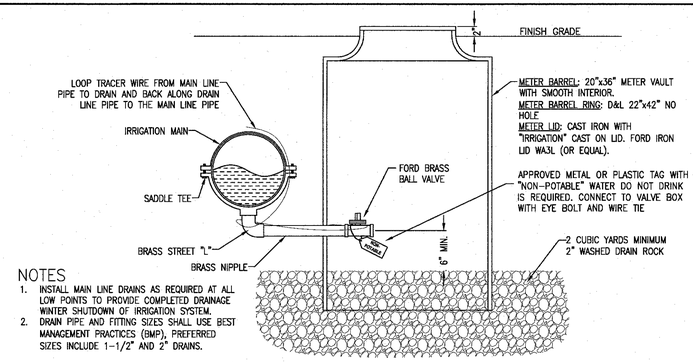
SHEET NO:
6.1



1 Standard Residential 1" Service Main Side (Long Side)
REF.: CITY OF KUNA STD DWG. K-902-L — NOT TO SCALE



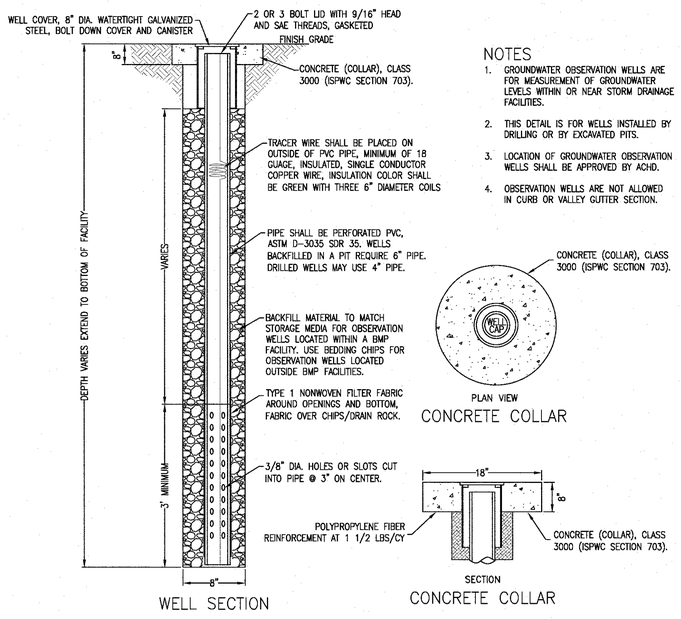
2 Standard Residential 1" Service Main Side (Short Side)
REF.: CITY OF KUNA STD DWG. K-902-S — NOT TO SCALE



NOTES
1. INSTALL MAIN LINE DRAINS AS REQUIRED AT ALL LOW POINTS TO PROVIDE COMPLETED DRAINAGE WINTER SHUTDOWN OF IRRIGATION SYSTEM.
2. DRAIN PIPE AND FITTING SIZES SHALL USE BEST MANAGEMENT PRACTICES (BMP), PREFERRED SIZES INCLUDE 1-1/2" AND 2" DRAINS.

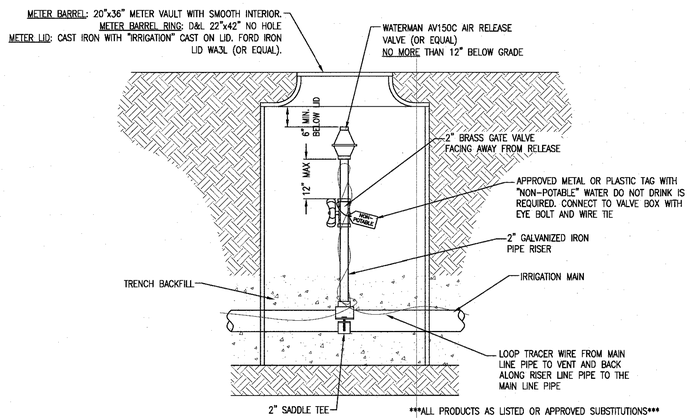
ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

3 Pressurized Irrigation Drain Valve
REF.: CITY OF KUNA STD DWG. KIRR-03. — NOT TO SCALE



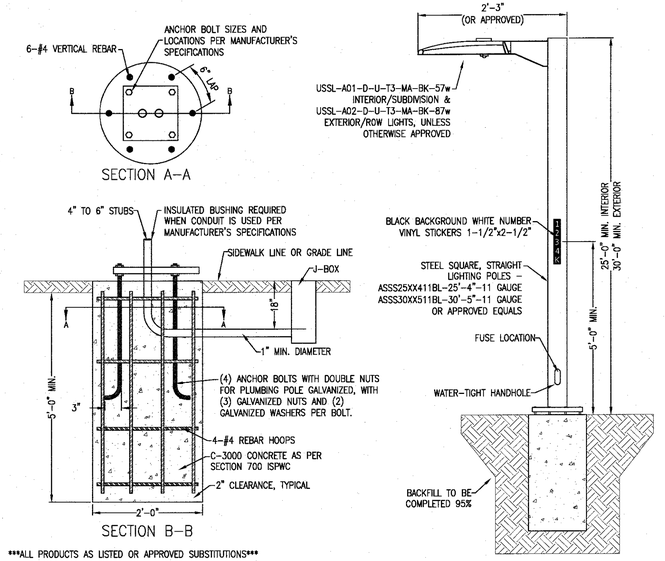
NOTES
1. GROUNDWATER OBSERVATION WELLS ARE FOR MEASUREMENT OF GROUNDWATER LEVELS WITHIN OR NEAR STORM DRAINAGE FACILITIES.
2. THIS DETAIL IS FOR WELLS INSTALLED BY DRILLING OR BY EXCAVATED PITS.
3. LOCATION OF GROUNDWATER OBSERVATION WELLS SHALL BE APPROVED BY ACHD.
4. OBSERVATION WELLS ARE NOT ALLOWED IN CURB OR VALLEY GUTTER SECTION.

4 Ground Water Observation Well (Monitoring Well)
REF.: IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, ACHD SUPPLEMENTAL STD DWG. SD-627. — NOT TO SCALE



ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

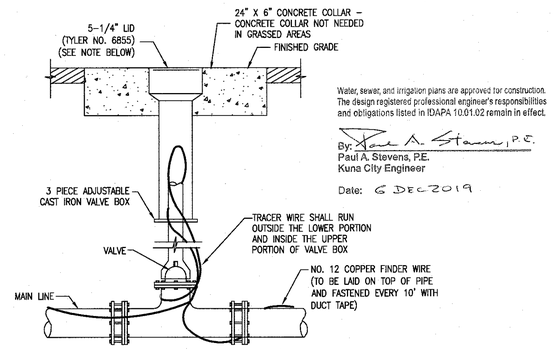
5 Typical Air Release Valve (Pressure Irrigation)
REF.: CITY OF KUNA SD DWG. K-905 — NOT TO SCALE



ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

NOTES
1. SEE ISPWC FOR EXCAVATION, BACKFILLING AND CONSTRUCTION OF POLE FOUNDATION, WIRING, AND ACCEPTANCE OR REJECTION OF THE WORK.
2. GROUND POLE TO THE SERVICE POINT VIA #6 AWG BARE WIRE PER NATIONAL ELECTRICAL CODE.
3. #10 AWG WIRE FROM LUMINAIRE TO FUSE.
4. FOR GROUNDING DETAILS SEE-1117.

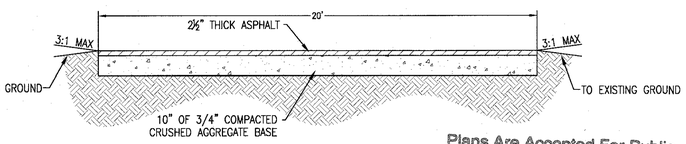
6 25' Standard Metal Street Light Detail
REF.: KUNA STANDARD DRAWING KSD-1116 — NOT TO SCALE



Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.
By: Kevin A. Stevens, P.E.
Paul A. Stevens, P.E.
Kuna City Engineer
Date: 6 DEC 2019

ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

7 Pressurized Irrigation Main Line Valve
REF.: CITY OF KUNA STANDARD DWG. K-406 — NOT TO SCALE



8 Temporary Fire Turn-Around Section
NOT TO SCALE

Plans Are Accepted For Public Street Construction
By stamping and signing the improvement plans, the Registered Engineer ensures the District's plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.
BY: ACHD DISTRICT — DATE: 2-5-19

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

PROFESSIONAL ENGINEER — 4116 — STATE OF IDAHO — JOSEPH D. CANNING — REGISTERED PROFESSIONAL LAND SURVEYOR

Construction Details

Red Cloud Subdivision No. 1
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

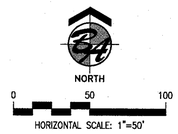
Revisions

REV.	DESC.	DATE/BY
A.	CITY OF KUNA COMMENTS DATED SEPTEMBER 13, 2019	9-26-19 KMK
B	A.C.H.D. COMMENTS DATED SEPTEMBER 16, 2019	9-26-19 KMK
C	A.C.H.D. & FIRE DEPT. COMMENTS DATED NOV. 15 & 18, 2019	11-21-19 KK

SCALE: AS SHOWN
DATE: JULY 24, 2019
DRAWN BY: K.M. KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. M728
DRAWING FILE NAME: RED CLOUD DIRST PLANS PHASE 1.dwg

SHEET NO:
6.2





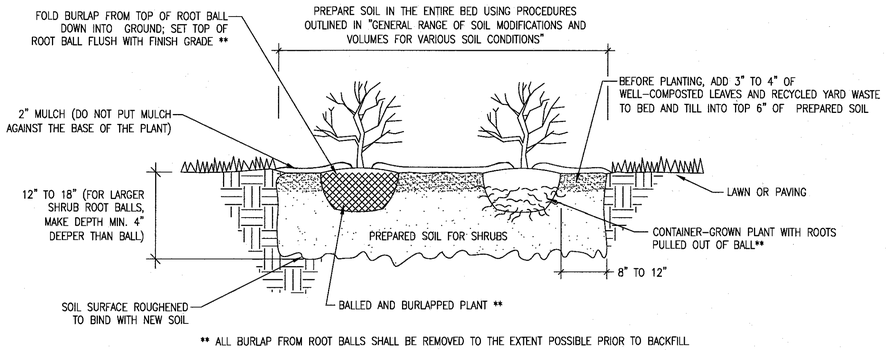
Plant Palette Table

	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
1 TOTAL FROM TABLE	AUSTRIAN PINE	PINUS NIGRA	6–8' HT B&B
	COLORADO BLUE SPRUCE	PICEA PUNGENS 'GLAUCA'	6–8' HT B&B
SHADE TREES			
1 TOTAL FROM TABLE	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'AUTUMN PURPLE'	2" CALIP B&B
	DEBORAH MAPLE	ACER PLATANOIDES 'DEBORAH'	2" CALIP B&B
	LONDON PLANETREE	PLATANUS X ACERIFOLIA 'BLOODGOOD'	2" CALIP B&B
	SHADEMASTER HONEYLOCUST	GLEDITSIA TRIACANTHOS 'SHADEMASTER'	2" CALIP B&B
	WORPLESDON SWEETGUM	LIQUIDAMBAR STYRACIFLUA	2" CALIP B&B
	GREENSPIRE LINDEN	TILIA CORDATA 'GREENSPIRE'	2" CALIP B&B
ORNAMENTAL TREES			
1 TOTAL FROM TABLE	ARISTOCRAT PEAR	PYRUS CALLERYANA 'ARISTOCRAT'	2" CALIP B&B
	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	2" CALIP B&B
	PRAIRIFIRE CRAB	MALUS 'PRAIRIFIRE'	2" CALIP B&B
	REDBUD	CERCIS CANADENSIS	2" CALIP B&B
	SPRING SNOW CRAB	MALUS 'SPRING SNOW'	2" CALIP B&B
	WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	2" CALIP B&B

	COMMON NAME	BOTANICAL NAME	SIZE
SHRUBS/ORNAMENTAL GRASSES			
3 TOTAL SHRUBS 3 TOTAL GRASSES FROM TABLE	ANTHONY WATERER SPIRAEA	SPIRAEA x BUMALDA 'ANTHONY WATERER'	5 GAL
	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	5 GAL
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS	2 GAL
	CHAMPLAIN ROSE	ROSA 'CHAMPLAIN'	3 GAL
	CREEPING MAHONIA	MAHONIA REPENS	3 GAL
	CRIMSON PYGMY BARBERRY	BERBERIS THUNBERGII 'CRIMSON PYGMY'	3 GAL
	DIABOLO NINEBARK	PHYSOCARPUS OPULIFOLIUS 'MONLO'	5 GAL
	DWARF ARCTIC WILLOW	SALIX PURPUREA 'NANA'	5 GAL
	FLAME GRASS	MISCANTHUS SINENSIS 'PURPURASCENS'	2 GAL
	GOLDMOUND SPIREA	SPIRAEA x BUMALDA 'GOLDMOUND'	3 GAL
	GRO–LOW SUMAC	RHUS AROMATICA 'GRO–LOW'	3 GAL
	IVORY HALO DOGWOOD	CORNUS ALBA 'BAILHALO'	5 GAL
	NEARLY WILD ROSE	ROSA 'NEARLY WILD'	3 GAL

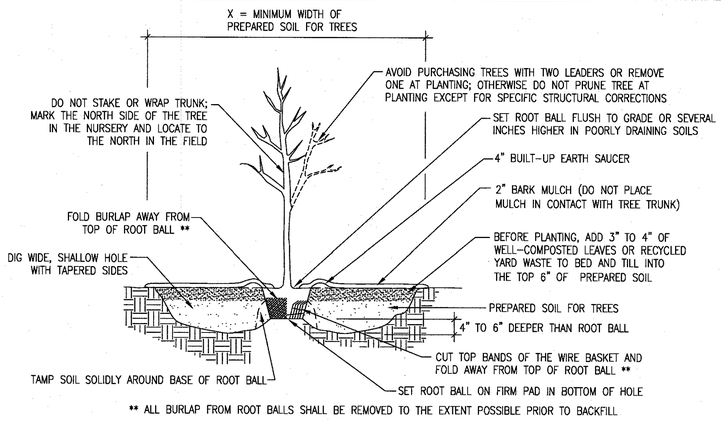
Notes

1. ALL PLANTS SHALL MEET OR EXCEED MINIMUM KUNA CITY ORDINANCE REQUIREMENTS.
2. ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
3. ALL COMMON SPACE LANDSCAPING SHALL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
4. NO TREES SHALL IMPEDE THE 40–FOOT VISION TRIANGLES AT ROAD INTERSECTIONS. NO TREES OR SHRUBS OVER 3–FEET HIGH AT MATURITY SHALL BE PLANTED WITHIN STREET VISION TRIANGLES.
5. NO TREES SHALL BE PLANTED WITHIN 10–FEET OF ANY ADA COUNTY HIGHWAY DISTRICT STORM DRAINAGE FACILITIES. NO TREES SHALL BE PLANTED WITHIN 50–FEET OF STOP SIGNS.
6. INSTALLATION OF REQUIRED PLANTING ON THE RESIDENTIAL LOTS SHALL BE COMPLETED AS REQUIRED AT THE TIME OF HOME CONSTRUCTION.
7. ALL COMMON LOTS SHALL BE PLANTED WITH HYDROSEED OR SOD AFTER TREE PLANTING.



** ALL BURLAP FROM ROOT BALLS SHALL BE REMOVED TO THE EXTENT POSSIBLE PRIOR TO BACKFILL

Typical Shrub Planting Detail
NOT TO SCALE



** ALL BURLAP FROM ROOT BALLS SHALL BE REMOVED TO THE EXTENT POSSIBLE PRIOR TO BACKFILL

Typical Tree Planting Detail
NOT TO SCALE

Calculations

LANDSCAPE BUFFER S. LUKER ROAD

TOTAL LENGTH 565 L.F.

REQUIRED	INSTALLED
12 SHADE/ORNAMENTAL TREES	18
17 EVERGREENS	20
68 SHRUBS/ORNAMENTAL GRASSES	69

Fencing

6–FOOT VINYL PRIVACY FENCING SHALL BE INSTALLED ALONG THE SOUTH AND EAST BOUNDARIES OF THE DEVELOPMENT AND ALONG THE REAR OF THE LOTS ABUTTING THE 20' LANDSCAPE BUFFER ALONG LUKER ROAD, PURSUANT TO MANUFACTURES SPECIFICATIONS. (EXISTING VINYL FENCE ALONG NORTH BOUNDARY)

TOTAL LINEAL FOOTAGE = 1,650 L.F.

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Landscape Plan

Red Cloud Subdivision
SITUATE IN SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

Revisions

REV.	DESC.	DATE/BY

SCALE: 1" = 50'
DATE: JULY 24, 2019
DRAWN BY: N.P. LA CROSS
CHECKED BY: J.D. CANNING
PROJECT NO. M728
DRAWING FILE NAME: M728 LANDSCAPE PLAN.DWG

SHEET NO:
L1.0

City of Kuna

P.O. Box 13
Phone: (208) 922-5274
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Kunacity.id.gov

City Council-Findings of Fact & Conclusions of Law

To: City Council

Case Numbers: 18-05-AN (Annex), 18-06-S (Subdivision) & 18-34-DR (Design Review): *Redcloud Subdivision*

Location: Southeast Corner (SEC) of Luker and Great Bear Roads, Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Hearing Date: February 19, 2019
Findings of Fact: *March 19, 2019*

Representative: **Alex MacDonald**
885 W. Rush Road
Eagle, Idaho 83616
208.939.1000

Owner: **SSM2, Company**
Thomas Maile
885 W. Rush Road
Eagle, Idaho 83616
208.939.1000
newhorizonconstruction@gmail.com



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K. City Code Analysis
L. Commission's Recommendation
M. Recommended Order of Decision
N. Findings and Conclusions

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that design reviews are designated as *public meetings*, with the Planning and Zoning Commission (acting as the Design Review Board) as the decision-making body; and that annexations and subdivision applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and City Council as the decision-making body. These land use applications were given proper public notice and have followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. Notifications

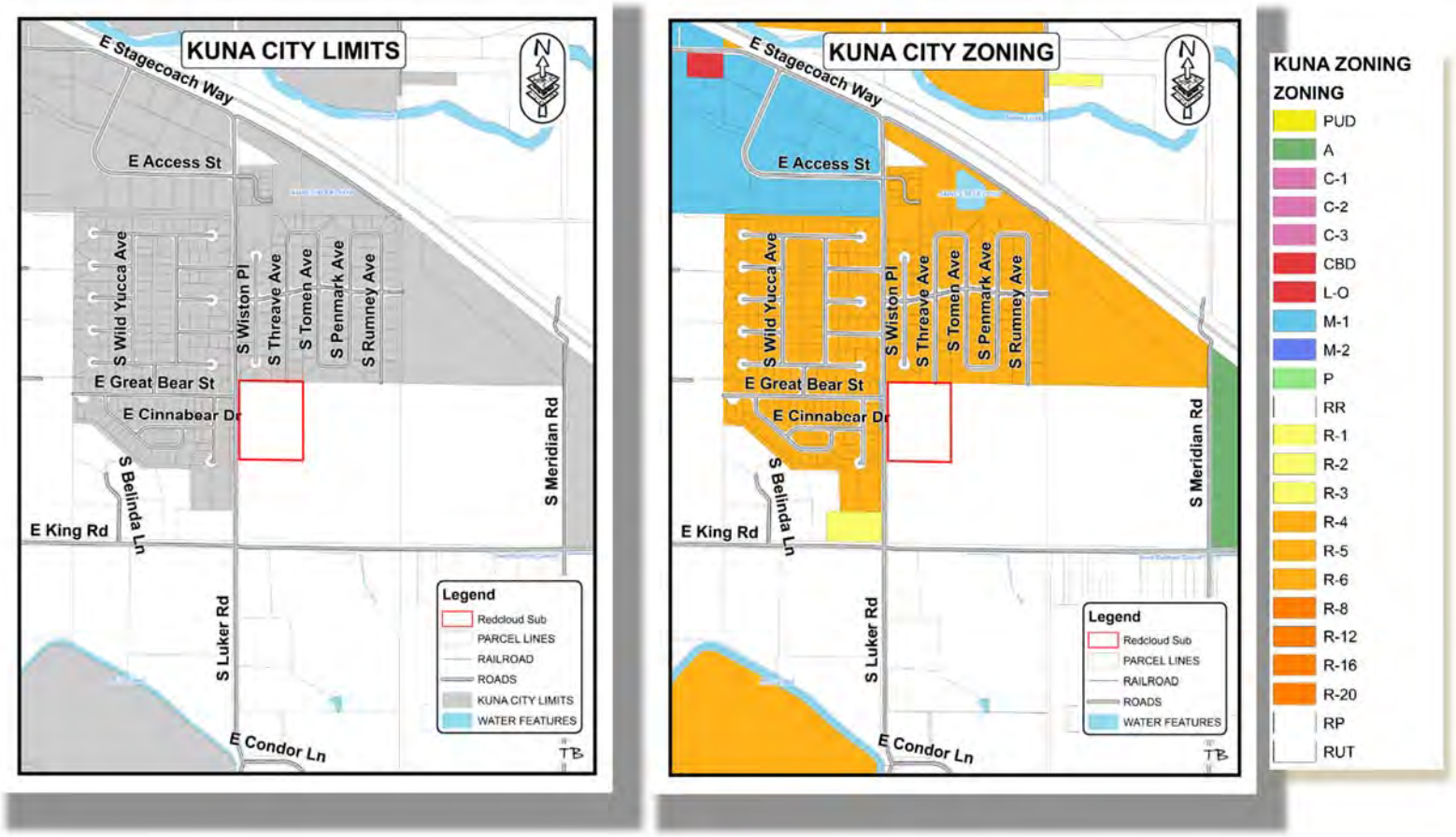
i.	Neighborhood Meeting	July 26, 2018 (Ten persons attended)
ii.	Agencies	November 2, 2018
iii.	350' Property Owners	February 8, 2019

iv.	Kuna, Melba Newspaper	January 23, 2019
v.	Site Posted	February 7, 2019

B. Applicant Request:

1. The applicant, SSM2, Company, requests to annex approximately 8.00 acres into Kuna City with an R-6, residential zone, and to subdivide the property into 41 single family residential lots and three (3) common lots and have reserved the name *Redcloud Subdivision*. The site is located at the southeast corner of Luker and Great Bear Roads, The site address is 1250 S. Luker Rd., Kuna, Idaho; In Section 25, T 2N, R 1W, APN #: S1325438500.

C. Exhibit Maps:





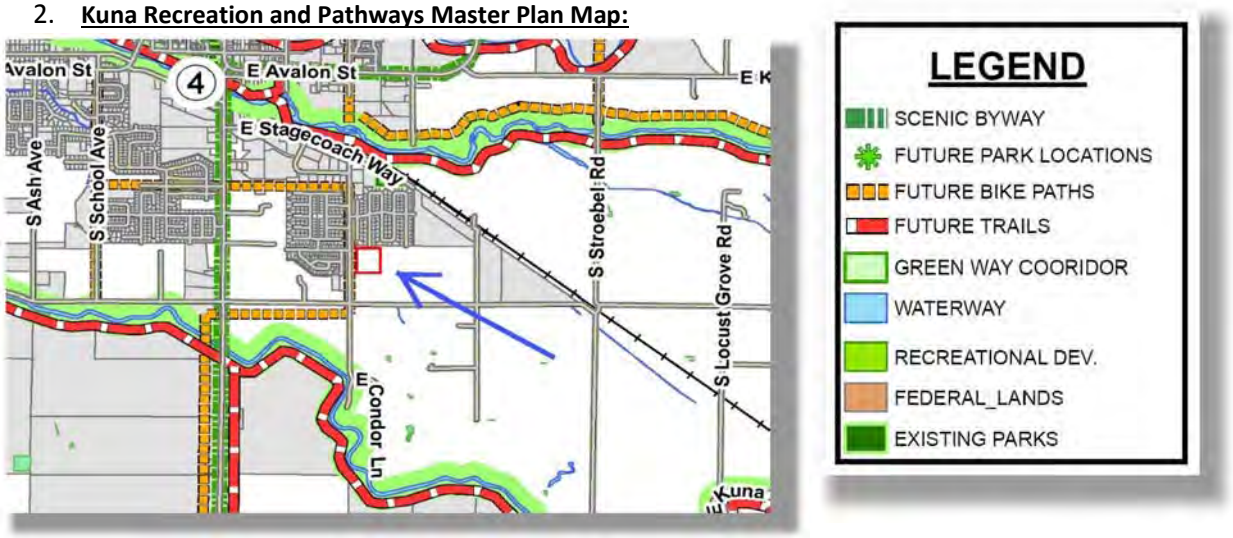
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D. **History:** The approximate 8.0-acre subject site is currently in Ada County, however, it is contiguous to Kuna City limits on the north and west sides of the parcel, and has historically been used for a single family residence and the remainder for open field and Agricultural purposes.

E. **General Projects Facts:**

1. **Comprehensive Plan Designation:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the approx. 8.00-acre site as Medium Density Residential (4-8 DUA).

2. **Kuna Recreation and Pathways Master Plan Map:**



The Kuna Recreation and Master Pathways Plan map identifies a future bike trail on Luker Road. Applicant has provided a bike lane on their Preliminary Plat road section detail.

3. **Surrounding Existing Land Uses and Zoning Designations:**

North	R-6	Medium Density Residential – Kuna City
South	R-6	Rural Urban Transition – Ada County
East	RUT	Rural Urban Transition – Ada County
West	R-6	Medium Density Residential – Kuna City culture – City of Kuna

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

Property Owner	Parcel Size	Current Zone	Parcel Number
SSM 2 Company	Approx. 8.00 ac.	RUT	S1325438500

5. **Services:**

Sanitary Sewer– City of Kuna
Potable Water – City of Kuna
Irrigation District – Boise-Kuna Irrigation District
Pressurized Irrigation – City of Kuna (KMIS)
Fire Protection – Kuna Rural Fire District
Police Protection – Kuna City Police (A.C.S.O.)
Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:** Currently there is a residence on site, with approximately five out-buildings. This site is generally flat and on-site vegetation is consistent with typical residence and agricultural fields.

Transportation / Connectivity: The site has significant frontage along Luker and shall provide adequate Rights-of-Way (ROW) to serve the needs of the site and in sufficient amounts to satisfy Kuna and ACHD's requirements for roadway improvements, including road widening and curb, gutter and sidewalks. There is an existing stub street connection with the subdivision to the north and staff recommends the developer be conditioned to connect to it, and provide stubs to adjacent properties for future subdivisions, as shown on their proposed preliminary plat.

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

8. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
   - City Engineer (Paul Stevens) - Exhibit B 1
   - Ada County Highway District (ACHD) - Exhibit B 2
   - Boise Project Board of Control – Exhibit B 3
   - Central District Health Department (CDHD) – Exhibit B 4
   - Department of Environmental Quality (DEQ) – Exhibit B 5
   - Idaho Transportation Department (ITD) – Exhibit B 6

F. Staff Analysis:

Applicant requests approval to annex approximately 8.00 total acres with a current county zone as Rural Urban Transition (RUT) *into* Kuna City limits with an R-6 (Medium Density Residential) zone; and subdivide the subject property creating a 40 lot, single family subdivision, known as *Redcloud* Subdivision. Applicant also proposes to develop three (3) additional lots, into common lots for the residents. A Homeowners Association (HOA) will be established for the care and maintenance for the common lots and landscape buffers.
The applicant proposes annexation applying the category "A" method, and as it touches current City limits on two sides of the project, the site is eligible for annexation. Applicant is proposing two (2) phases of development which will largely be driven by the consumer market.

Public services will be extended to the property at the developers cost, thereby extending City facilities. Applicant proposes 41 buildable lots over Approx. 8.00 acres in an R-6 zone (Med. Density) and as such, staff views this proposal compliant with the Comp Plan Map. Staff was unable to locate proposed street lights on Luker Road. Staff recommends the applicant be conditioned to provide street lights throughout the Sub that comply with KCC, including street lights at all intersections and hydrants.

Originally, the applicant proposed to continue Threave Avenue through the site and stub directly to the property below Redcloud. In their report, ACHD recommended that this design be changed, in order to avoid a lengthy Threave Avenue where speeds can increase on longer roads. At the December 11, 2018, P & Z hearing, the Commission discussed ACHD's concern about Threave Avenue connection and recommended the applicant change the stub street for the property to the south be provided from Durelton Avenue. The applicant has provided staff with an updated plan reflecting the stub street in the recommended location, the updated plan is in your packet. Additionally, the Commission required that the applicant provide additional open space for the residents. The updated plan also reflects this change as well. While staff agrees that additional open space was provided, staff would defer to Council's decision, whether the open space needs to be increased in size, or moved to a better location.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards Case No's 18-05-AN and 18-06-S, to the Kuna Council with recommended conditions of approval listed in section 'M' of this report.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Procedural Background:

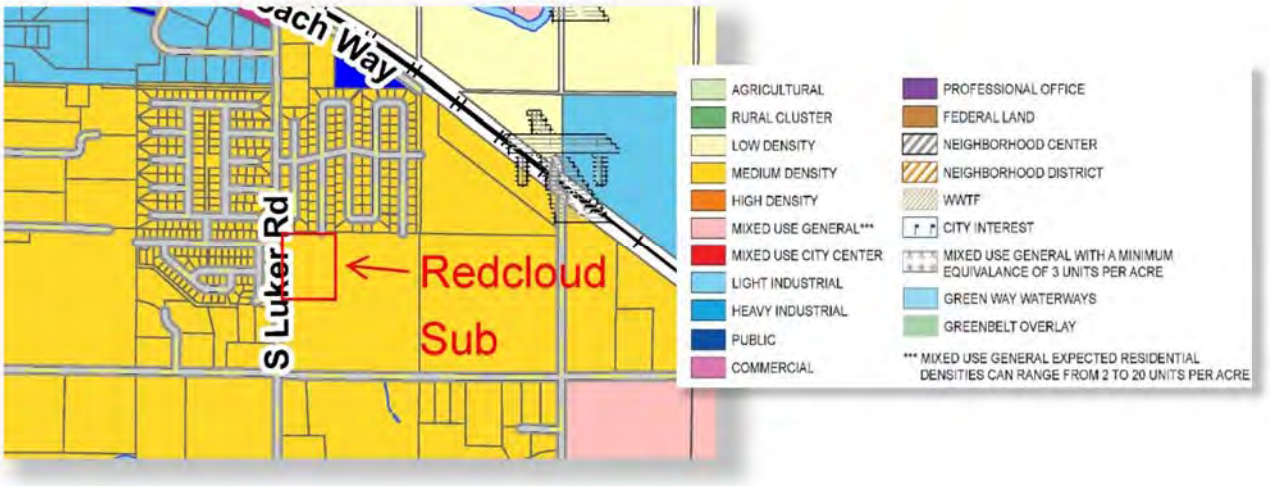
On February 19, 2019, the Council will consider Case No's 18-05-AN and 18-06-S, including the applications, agency comments, staff's report, application exhibits and public testimony presented or given.

I. Factual Summary:

This site is located near the southeast corner (SEC) of Luker and Great Bear Roads. Applicant proposes to annex approximately 8.00 acres into the City of Kuna with an R-6 (Medium Density Residential -MDR) zone. Applicant has submitted a preliminary plat to subdivide the parcel into 40 buildable lots and three (3) common lots, and proposes full improvements for Luker Road, and all internal Roads to City and ACHD standards.

J. Comprehensive Plan Analysis:

The Kuna Council may accept or reject the Comprehensive Plan components, and has determined the proposed combination preliminary and final plat request for the site *is* consistent with the following Comprehensive Plan components as described below:



The comprehensive plan is a living document, intended for use as a guide to governmental bodies. The plan is not law that must be strictly adhered to in the most stringent sense; it is to be used by public officials to assist their decision making for the City.

2.0 – Property Rights and Summary

Goal 1: Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and evaluate with guidance from the City attorney and the Idaho Attorney General's six criterion established to determine the potential for property "takings".

Comment: *Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.*

5.0 Economic Development Goals and Objectives - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement.

Comment: *The proposed application complies with the comprehensive plan by providing a mix of lot sizes, and sidewalks throughout to meet this goal.*

***6.0 Land Use Goals and Objectives - Summary*:**
Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

Comment: *The project complies with the land use plan as adopted by the City by incorporating the following; landscape buffers, sidewalks,, varied larger housing densities and types and promotes desirable, cohesive community character and a quality neighborhood.*

8.0 - Public Services, Facilities and Utilities Goals and Objectives - Summary:
Provide adequate services, facilities, and utilities for all City residents and annex contiguous properties who request City services. Ensure that development within Kuna connects into the City's sanitary sewer and potable water systems and continue expansion of the City's sewer systems as resources allow.
Comment: *Kuna has adequate services for this development and the authority to annex the requested lands into the City. This application will expand the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion.*

9.0 - Transportation Goals and Objectives - Summary:
Work with Kuna City, ACHD and COMPASS to promote and encourage bicycling and walking as transportation modes. Develop a transportation strategy and identify future transit corridors while requiring developers to preserve rights- of-way, to improve mobility on major routes while balancing land use planning with transportation needs.

Comment: *The project meets the transportation goals of the City by extending public rights-of-way on South Luker Road and internal roads to create additional transportation connections.*

12.0 - Housing Goals and Objectives - Summary:
Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

Comment: *Applicant has proposed 40 single family lots which will possibly contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development adds, connections to existing and future subdivisions, creating a pleasant neighborhood environment.*

***13.0 - Community Design Goals and Objectives - Summary*:**
Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and create a sense of place.

Comment: *The application incorporates sound community design and landscape features to buffer incompatible uses to create a sense of place for the community to foster neighborhood interactions and activities.*

K. Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with all Kuna City Codes (KCC).

Comment: *The proposed project meets the land use and area standards in Chapter 3, Title 5 of the Kuna City Code (KCC). Staff also finds that the proposed project meets all applicable requirements of Titles 5 and 6 of the KCC.*

2. The site is physically suitable for an annexation with an R-6 MDR, and subdivision.

   Comment: *The 8.00 acre (approximate) project is a request for Annexation with an R-6 (Medium Density Residential - MDR) and a Subdivision. The site appears to be compatible with the proposal.*

3. The Annexation and Subdivision is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

   Comment: *The land to be rezoned and subdivided is not used as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according the City requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

4. The Annexation and Subdivision proposals are not likely to cause adverse public health problems.

   Comment: *The proposed Annexation and Subdivision for the property follows all Kuna City Codes. The medium density land use application requires connection to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

   Comment: *The Council did consider the location of the property and adjacent uses. The subject property is adjacent to Kuna City limits and will be connected to the Kuna City central sewer and potable and pressure irrigation water systems. The current adjacent uses are both farms and residential uses and are adjacent to a major collector road.*

6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.

   Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for the residential project.*

L. <u>Commission Recommendation to Council:</u>

On December 11, 2018 the Commission voted to recommend approval to Council for Case No's, 18-05-AN & 18-06-S, based on the facts outlined in staff's report and public testimony during the public hearing with the Planning and Zoning Commission of Kuna, Idaho, and hereby recommends *approval* for Case No's 18-05-AN (Annexation), and 18-06-S; (Preliminary Plat) a subdivision request from SSM2 Company to annex and subdivide approximately 8.00 acres into 44 total lots (41 buildable lots and 3 common lots), subject to the following conditions of approval:

- Applicant shall follow the conditions outlined in the Staff Report,
- Applicant shall work with ACHD and the city to mitigate the traffic concerns along Threave Avenue,
- Applicant shall work with the city to provide connectivity throughout the subdivision with some pathway and preferably an additional open space of a minor nature so that the residents have an open area.

M. Order of Decision by the Council:

Based on the facts outlined in staff's report and public testimony during the public hearing the Council of Kuna, Idaho, hereby *approves* Case No's 18-05-AN (Annexation), & 18-06-S; (Preliminary Plat) a request from SSM2 Company to annex and subdivide approximately 8.00 acres into 43 total lots (40 buildable lots and 3 common lots); subject to the following conditions of approval listed in section "M" of this staff report.

- Applicant shall follow the conditions of approval as listed in the packet.

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    a. The City Engineer shall approve the sewer hook-ups.
    b. The City Engineer shall approve drainage and grading plans.
    c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
    d. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    e. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
    f. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
    g. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
    h. Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
    i. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District,
2. Installation of utility service facilities shall comply with requirements of the public utility or irrigation district providing services. All utilities shall be installed underground, see KCC 6-4-2-W.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
4. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for P&Z approval in concert with the prepared construction drawings for the project.
5. Parking within the site shall comply with KCC 5-9-3. A separate Design Review application is required for the community clubhouse and parking lot.
6. Fencing within and around the site shall comply with Kuna City standards – KCC 5-5-5- A-J and KCC 6-4-2-E.
7. A sign permit is required prior to any subdivision entrance sign construction and shall comply with KCC 5-10-4. Monument signs will require a separate design review.
8. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
9. Submit a petition to the City consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.

10. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission and/or Council, or seek amending them through public hearing processes.
11. The applicant's proposed preliminary plat (dated 12/13/18) and landscape plan (dated 08/01/2018 UPDTD) shall be considered binding site plans, or as modified and approved through the public hearing process.
12. Applicant shall add the following notes to the landscape plans and resubmit a PDF for Planning and Zoning approved plans, bearing the changes.
    12.1 – Landscape contractor shall remove all twine/ropes and burlap from root balls.
    12.2 – Landscape contractor shall remove the wire basket from the top 1/2 of the root ball.
13. Applicant shall bring landscape buffers into compliance as described in Kuna City Code 5-17, and submit a PDF bearing these changes for approval.
14. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
15. Applicant shall demonstrate permanent access, maintenance and care for all lots affected by shared driveways as proposed on the preliminary plat bearing the same date as above.
16. Compliance with all local, state and federal laws is required.

N.

City of Kuna
City Council
Proposed Findings of Fact and Conclusions of Law
P.O. Box 13
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

Based upon the record contained in Case *No's 18-05-AN & 18-06-S*, including the Comprehensive Plan, Kuna City Code, Staff's Report, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby *approves* the Findings of Fact and Conclusions of Law, and conditions of approval for Case *No's 18-05-AN & 18-06-S* a request for Annexation & Preliminary Plat, by SSM2 Company:

1. *The Kuna City* Council *approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

   Comment: *The Kuna Council held a public hearing on the subject applications on February 19, 2019, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

2. *Based on the evidence contained in Case No's 18-05-AN & 18-06-S, this proposal generally complies with the Comprehensive Plan and City Code.*

   Comment: *The Comp Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.*

3. *Based on the evidence contained in Case No's 18-05-AN & 18-06-S, this proposal generally complies with the City Code.*

   Comment: *The applicant has submitted a complete application, and following staff review the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

4. *Kuna's Council has the authority to approve Case No's 18-05-AN & 18-06-S.*

   Comment: *On February 19, 2019, Council voted to approve Case No's 18-05-AN & 18-06-S.*

5. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

   Comment: *Notices were mailed out to land owners within 350 FT of the proposed project site on February 8, 2019, and a legal notice was published in the Kuna Melba Newspaper on January 23, 2019. The applicant placed signs on the property on February 7, 2019.*

DATED: this 19th, day of March, 2019.

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

ATTEST:

Chris Engels, Clerk
Kuna City

Joe Stear, Mayor
Kuna City

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 LISA BATT
STEWART TITLE - EMERALD OFFICE

2018-053471
06/11/2018 01:02 PM
$15.00

stewart title

Real partners. Real possibilities.

WARRANTY DEED

For Value Received **Eric H. Freeman and Kristin K. Freeman , as Husband and Wife**, the Grantor, hereby grants, bargains, sells, conveys and warrants unto **SSM2 Company**, the Grantee, whose current address is [redacted], the following described premises, to wit:

885 W. Rush Rd., Eagle ID 83616 SC

Beginning at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 25, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho and bearing
East 542 feet, along the North boundary of the Aforesaid SW 1/4 of the SE 1/4; thence
South 643 feet; thence
West 542 feet to the West boundary of the Aforesaid SW 1/4 of the SE 1/4; thence
North 643 feet, along the West boundary of the Aforseaid SW 1/4 of the SE 1/4 to the point of beginning.

Parcel Number: S1325438500

SUBJECT TO: Current General Taxes, a lien in the process of assessments, not yet due or payable. Easements, restrictions, reservations, provisions of record and assessments, if any.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Grantee and to their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises, that said premises are free from all encumbrances and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated this 8th day o fjune , 2018.

Eric H. Freeman

Kristin K. Freeman

State of Idaho
) ss.
County of Ada

On this 8th day of June, 2018, before me the undersigned, a Notary Public, in and for said State, personally appeared Eric H. Freeman and Kristin K. Freeman, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public: ~~Stephanie Goffey~~ Treena Leuthold
Residing at: ~~Meridian ID~~ Eagle ID
My commission expires: ~~02/26/2022~~ 3-14-2023

TREENA LEUTHOLD NOTARY PUBLIC STATE OF IDAHO

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
) ss.
County of Ada)

I, Thomas Male (Name) 885 W. Rust (Address)

Eagle (City) ID (State) 83616 (Zip Code)

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to B&A Engineers, Inc. (Name) (Address)

to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s),

Dated this 12th day of July, 2016

Thomas Male
(Signature)

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

Jennell L. Hall
Notary Public for Idaho

Residing at: Boise

My commission expires: 1-13-2022

JENNELL L. HALL NOTARY PUBLIC STATE OF IDAHO

B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

April 9, 2020

City of Kuna
751 W. 4th St.
Kuna, Idaho 83634

Subject: **Final Plat Approval Request for – Red Cloud Subdivision No. 1**

City Staff:

We are pleased to present the final plat application and supporting documents with a request for the applicable City signatures for the final plat of Red Cloud Subdivision No. 1.

The development is currently under construction. The attached final Plat is in substantial conformance with the approved preliminary plat.

Based on limited field observations and information provided by others, we believe that all construction is being completed in substantial conformance with the approved construction plans.

On behalf of the applicant, as their representative, we respectfully request the signatures of the City for this Subdivision.

Sincerely,

David Crawford
B&A Engineers, Inc.

ARTICLE I: RECITALS

Property Covered. The property subject to this Declaration of Covenants, Conditions, and Restrictions for Red Cloud Subdivision ("Declaration") is Red Cloud Subdivision, a subdivision located in Ada County, Idaho, the official plat of which is, or is about to be, recorded in Ada County (the "Property").

1.2 Residential Development. Red Cloud Subdivision, is a residential development subdivision, which Grantor currently intends to develop in accordance with existing development standards and/or approvals obtained from Kuna City and documented in Kuna City files 18-05-AN (Annex), 18-06-S (Subdivision) & 18-34-DR (Design Review), or any other development plan(s) for which Grantor may from time to time obtain approval. Certain portions of the Property may be developed for quality detached or attached single-family residential homes The Property contains common area, as defined below, designated as private open spaces, park areas, landscaping, resident's vegetable and/or flower garden, private streets, drives, and/or other amenities and facilities.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the restrictions, covenants, limitations, easements, conditions, and/or equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Red Cloud Subdivision Common Areas, and the Improvements located thereon.

ARTICLE II: DECLARATION

Grantor hereby declares that the Property, and each lot, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated. leased, used, occupied and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantors successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantors right to complete development of the Property and to construct Improvements thereon, nor Grantors right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Red Cloud Common Area and/or any public right-of-way, nor Grantors right to post signs incidental to construction, sales, financing or leasing.

ARTICLE III: DEFINITIONS

3.1 Architectural Committee shall mean the committee created by Grantor or the Association pursuant to Article X hereof.

3.2 Articles shall mean the Articles of Incorporation of the Association.

3.3 Assessments shall mean those payments required of Owners, excluding Grantor, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

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

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

3.6 Board shall mean the Board of Directors of the Association.

3.7 Building Lot shall mean and shall include single-family residential lots (Block 1 lots 1-7, Block 2 lots 1-2, Block 3 lots1 -11, Block 4 lots 1-6, as depicted on the Plat), but shall not include the Red Cloud Subdivision Common Area.

3.8 Bylaws shall mean the Bylaws of the Association.

3.9 Declaration shall mean this Declaration of Covenants, Conditions, and Restrictions for Red Cloud Subdivision, as it may be amended and/or supplemented from time to time.

3.10 Grantor shall mean SSM 2 Company, an Idaho corporation, or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Red Cloud Subdivision or its successor(s).

3.11 Improvement shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, signs, lights, mail boxes, security gates, landscaping (including trees), electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

3.12 Limited Assessment shall mean a charge against a particular Owner and such Owner's Building Lot, excluding Grantor, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including an interest thereon.

3.13 Member shall mean each Person or entity holding a membership in the Association.

3.14 Owner shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot, or the Red Cloud Subdivision Common Area, which is a part of the Property, and the person or other legal entity holding equitable title under executory contracts of sale.

3.15 Red Cloud Common Area shall mean lot 1 Block 1 and lot 1 of Block 2 as depicted on the Plat and the Improvements thereon.

3.16 Person shall mean any individual, partnership, corporation, or other legal entity.

3.17 Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof, including the plat of Red Cloud Subdivision which has been recorded as Instrument _____No. 2016-123549, Book _____, of Plats, pages _____-_____.

3.18 Property shall mean those portions of the Property described in paragraph 3.17 herein, including each lot, parcel, and portion thereof and interest therein. The Property is sometimes referred to herein as "Red Cloud Subdivision."

3.19 Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Red Cloud Common Area and all Improvements located thereon, and the other costs of the Association which is to be levied against the Property of and paid by each Owner to the Association, excluding the Grantor, pursuant to the terms hereof or the terms of this Declaration.

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

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed, and used in such a manner as to promote compatibility, high quality appearance and value.

4.1.1 Use, Size, and Height of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. Front porches shall be constructed on all dwelling units.

4.1 .2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved in writing as provided herein. The review and approval or disapproval may be based upon, but not limited to, the following factors: design and style elements; mass and form; topography; setbacks; finished ground elevations; architectural symmetry; drainage; color; materials; physical or aesthetic impacts on other properties, including Red Cloud Common Area; artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions, and except as the Architectural Committee determines, in its reasonable discretion, that the interior layout or design will have a significant adverse impact on the value of the Improvement and Building Lot.

4.1 .3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the Architectural Committee whichever is more restrictive. Minimum front setbacks as measured from the back of curb shall be a minimum of fifteen (15) feet to the dwelling unit and to the garage. Setback to interior lot lines shall be fifteen (15) feet rear, five (5) feet side, except for zero lot line townhouses or setbacks approved on the building permit.

4.1.4 Accessory Structures. Neither detached garage, nor storage sheds shall be allowed on any Building Lot. Garages and storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot and approved by the Architectural Committee. All hot tubs, spas, or similar items must be approved by

the Architectural Committee and such items must be located and screened so as not to be offensive to neighboring properties.

4.1.5 Driveways. All access driveways shall have a wearing surface of concrete, or other hard surface materials, and shall be properly graded to assure proper drainage. No driveway shall be wider than the garage to which said driveway leads.

4.1 .6 Mailboxes. All mailboxes will be of consistent design, material and coloration and shall be located on or adjoining Building Lot lines at places designated and furnished by Grantor.

4.1.7 Fencing. With the exception of the fencing as shown on the subdivision landscape development plan, no fence shall be constructed within the Property. Privacy Screening at decks and patios may be allowed on any Building Lot upon the approval of the Architectural Committee as set forth herein. Side yard perimeter fencing constructed of wrought iron shall be no more than four (4) feet in height and may be installed upon approval by the Architectural Committee following review of the location, height, design, and color. All screening constructed on any Building Lot shall be of compatible style and material to that other screening and fencing constructed adjacent to or abutting the Red Cloud Common Area, public and private streets, and shall otherwise be as approved by the Architectural Committee.

4.1 .8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

4.2 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the Architectural Committee, in its sole discretion.

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

4.4 No Further Subdivision. No Building Lot may be further subdivided.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except: (1) temporary signs as may be used by Grantor in connection with the development of the Property, sale and financing of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation and/or Grantor; (3) such signs identifying Red Cloud Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Red Cloud Common Area; and (4) one sign of customary and reasonable dimensions as prescribed by the Architectural Committee as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. Without limiting the foregoing, no sign shall be placed in the Red Cloud Common Area without the written approval of the Architectural Committee.

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

4.7 Exterior Maintenance: Owner's Obligations. Each Owner of a Building Lot shall keep and maintain the same in good condition and no Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair at Owner's expense. Any changes in exterior material and color shall be approved by the Architectural Committee. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, upon thirty (30) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts

due. Each Owner shall pay all amounts due for such work within fifteen (15) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.8 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes, hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise. which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from Red Cloud Common Area over any Building Lot in the Property.

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

4.10 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards and recommendations of the Board of the Association and all governmental authorities having jurisdiction.

4.11 No Hazardous Activities. No activities shall be conducted on the Property, and no improvements constructed on any property which are or might be unsafe or hazardous to any Person or property.

4.12 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept always in such containers and in areas approved by the Architectural Committee. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view.

4.13 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.14 No Unscreened Boats, Campers, and Other Vehicles. Without limitation, no boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles dilapidated and/or

un-repaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.15 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Kuna Sewer District and pay all charges assessed therefor.

4.16 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth. This paragraph 4.16 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.17 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps or air conditioners shown in the plans approved by the Architectural Committee. This paragraph 4.17 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.18 Vehicles. The use of all vehicles including, without limitation, trucks, automobiles, motorcycles, snowmobiles, aircraft and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Red Cloud Subdivision. On-street parking shall be permitted on the one side of Lot 12 of the Red Cloud Common Area that faces in the direction of traffic flow. Vehicles parked on a driveway shall not extend into any sidewalk. Parking on or across lots 11 and 13 as shown on the Plat is prohibited except on a temporary basis.

4.19 Animals/Pets. No animals, birds, insects, pigeons, poultry, or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 4.19 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Red Cloud Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the Building Lot of its Owner. Such Owner shall clean up any animal defecation immediately from the Red Cloud Common Area or public right-of-way. No dog runs or other exterior facilities may be constructed by the Owners without the approval of the Architectural Committee.

4.20 Landscaping. Initially, the builder of each Building Lot shall provide landscaping and a sprinkler system in the front yard and in front of each such Building Lot, with one (1) three (3) inch caliper tree as noted on the landscape development plan provided to builder, including a sprinkler system, and sod and a minimum of five (5) two (2) gallon shrubs. The side and rear yards shall be landscaped with a sprinkler system and sod. Thereafter the Architectural Committee may adopt rules regulating additional landscaping permitted and/or

required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly, or unattractive condition, the Board, upon thirty (30) days prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article VIII.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the Architectural Committee, shall be completed as soon as reasonably practical following completion (by builder) of the residential structure on such Building Lot.

4.21 Adjacent Property Line Walls. Dwelling units may include adjacent property line walls. Each wall being constructed approximately one-half (1/2) inch back from the common property line between the two dwelling units. Each Owner shall respectively own the wall on such Owner's Building Lot. The cost of repair and maintenance of each wall shall be the responsibility of the Owner of the wall on such Owner's respective Building Lot. Notwithstanding any other provisions in this paragraph, an Owner who by negligent or willful act or acts causes an adjacent Owner's wall to be damaged and/or exposed to the elements, such Owner shall bear the whole cost of furnishing the necessary protection against such elements and/or repairs to such adjacent property line wall. If such adjacent property line wall is destroyed or damaged by fire or other casualty, either Owner may restore such adjacent property line wall and if the other Owner thereafter makes use of such adjacent property line wall, such Owner shall contribute to the cost of such restoration. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

4.22 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to grant licenses, to reserve rights-of-way and easements with respect to Red Cloud Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting. constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations, and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantors interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

ARTICLE V: RED CLOUD HOMEOWNERS ASSOCIATION

5.1 Organization of Red Cloud Homeowners' Association. Red Cloud Homeowners' Association, Inc. shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association, shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

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

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

5.3.2 Class B Members. Grantor shall be known as the Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association at the earlier of: (1) the Class B Member holding less than one percent (1%) of the Building Lots: or (2) upon the expiration of ten (10) years from the date on which Grantor conveys the first Building Lot.

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

beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

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

5.5 Power and Duties of the Association.

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

5.5.1 .1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration and Idaho law.

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

5.5.1.3 Delegation of Powers. The authority to delegate the Association's power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Red Cloud Common Area. Neither the Association

nor the members of the Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable, The Association may govern the use of the Red Cloud Common Area, including but not limited to the use of private streets by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however that the Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed, or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between the Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

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

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

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

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

5.5.1.6.3 Mail boxes and sidewalk abutments around such mailboxes or any service facility, berg, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose,

5.5.1.6.4 Security and privacy gate(s) at the entrance to the Property.

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

5.5.2.1 Operation and Maintenance of Red Cloud Common Area Operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Red Cloud Common Area, including but not limited to, the repair and replacement of property damaged or destroyed by casualty loss and the maintenance and repair of the private streets and streetlights.

Specifically, the Association shall, at Grantors sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association. Such properties may include those lands intended for open space uses.

Additionally, the Association shall maintain the security and privacy gate or gates installed on the Red Cloud Common Area of the Property.

5.5.2.2 Reserve Account, Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance, and improvement of the Red Cloud Common Area.

5.5.2.3 Maintenance of Berms and Fences. Maintain any and all berms, fences, and/or landscaping within the Red Cloud Common Area.

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

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical,

telephone and gas and other necessary services for the Red Cloud Common Area.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable which may include:

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Red Cloud Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars ($1,000,000) per occurrence with respect to property damage.

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

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

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

5.5.2.7 Rule Making. Make, establish, promulgate, amend, and repeal the Association Rules as the Board shall deem advisable.

5.5.2.8 Newsletter. If it so elects, prepare, and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

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

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

5.6 Personal Liability No Member of the Board, or member of any committee of the Association, or any officer of the Association, or Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, If any. or any other representative or employee of the Association, Grantor, or the Architectural Committee, or any other committee, or any officer of the Association, or Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

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

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

5.7.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 1 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted, all meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled, at which meeting the quorum requirements shall be the presence in person or by proxy of the voting Members holding at least fifteen percent (15%) of the total votes entitled to be cast at such meeting. Such adjourned meetings may be held without notice described above, except that notices shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting must be given as in the case of the original meeting.

ARTICLE VI. RIGHTS TO COMMON AREAS

6.1 Red Cloud Common Area. Every Owner shall have a right to use the Red Cloud Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

6.1.1 The right of the Association holding or controlling the Red Cloud Common Area to levy and increase Assessments.

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in Red Cloud Common Area and recreational facilities (but not the use of the private streets or walkways) for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association Rules. The Grantor is excluded from this provision as Grantor's voting rights cannot be suspended.

6.1.3 The right of the Association to dedicate or transfer all or any part of such areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit improvements within the Red Cloud Common Area which interfere with the intended use of such areas as private streets or walkways.

6.2 Designation of Common Area. Grantor shall designate and reserve Red Cloud Common Area, in the Declaration and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

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

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

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Red Cloud Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or any other applicable instrument. The Grantor is excluded from this provision as Grantor is not obligated for any assessments.

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

7.1.2 Assessment is Personal Obligation. Each such Assessment together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due.

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

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

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

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

7.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

7.3 Special Assessments.

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

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

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

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

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

7.7 Notice and Assessment Due Date. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within fifteen (15) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment, The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Red Cloud Common Area or by lease or abandonment of such Owner's Building Lot.

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

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot, not less than fifteen (15)

days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting without prior written notice to the Members as provided in the Bylaws.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENTS: LIENS

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

8.2 Assessment Liens.

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

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The

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

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be Conducted in accordance with the provisions of the Idaho Code applicable to the exercise of Powers of sale permitted by law, The Board is hereby authorized to appoint its attorney any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of Conducting such Power of sale or foreclosure.

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

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

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

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

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

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

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

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

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

ARTICLE X: ARCHITECTU RAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Red Cloud Architectural Committee. Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner, Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of at

least one (1) Building Lot, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Architectural Committee shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the Red Cloud Common Area, or appearance of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association or any other Owner.

10.3.1 Conditions on Approval, The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as the Architectural Committee deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant"), and to grant appropriate easements to the Association for the maintenance thereof.

10.3.2 Architectural Committee Rules. The Architectural Committee may establish rules and/or guidelines setting forth procedures for, and the required content of, the applications and plans submitted for approval.

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

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

the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing such materials with the Architectural Committee.

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

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

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, except as otherwise agreed by the Board.

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

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

10.7.2 Within thirty (30) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws. the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as. reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within thirty (30) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

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

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County, Idaho. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of such Owner's Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: EASEMENTS

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Red Cloud Common Area adjacent thereto and/or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments. settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 11.1

11.2 Easements of Access. Subject to Article VI, All Owners of Building Lots will have a perpetual easement for access, ingress, and egress over the Red Cloud Common Area, including but not limited to the private street(s). This easement shall run with the land. Such easement may be used by Grantor, and by all Owners, their guests, tenants, and invitees, residing on or temporarily visiting the Property for pedestrian walkways vehicular access and Such other purposes reasonably necessary for the use and enjoyment of a Building Lot or the Red Cloud Common Area.

11.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services for drainage of water

Over, across and upon adjacent Building Lots, and the Red Cloud Common Area, resulting from the normal use of adjoining Building Lots or Red Cloud Common Area, and for necessary maintenance and repair of any Improvement including structures fencing, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping, Notwithstanding anything expressly or implied Contained herein to the contrary this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser

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

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

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

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

11.5 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of, without limitation, utility connections and/or driveways, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate make appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

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

11.7 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the adjoining Building Lot for overhanging eaves, and for any projections from buildings, which projections shall not extend beyond the eave line.

ARTICLE XII: MISCELLANEOUS

12.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and/or equitable servitudes of this Declaration, as may be amended and/or supplemented from time to time, shall run until October 1, 2020, unless amended as herein provided. After October 1, 2020, such covenants, conditions, and restrictions shall be automatically extended, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County, Idaho Recorder.

12.2 Amendment.

12.2.1 By Grantor. Except as provided in paragraph 12.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

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

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

12.2.4 Scope of Amendment. No amendment shall be made of this Declaration that: (1) results in more than one homeowners' association having authority over the Property; (2) relieves the Red Cloud Homeowners' Association of any duties, as set forth in this Declaration, relating to the Red Cloud Common Area, including Without limitation the Private roads Provided, however, this provision shall not prevent the Association from exercising its rights under section Vl.5, 1 of this Declaration to dedicate or transfer in whole or part, the private roads or other common area to a public agency authority or utility and to thereby relieve itself of any duties to the Red Cloud Common Area under this Declaration; or (3) results in a failure of the Red Cloud Subdivision to comply with the federal Fair Housing Act, as amended and as set forth in section.

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

12.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either Personally or by mail, If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, Postage prepaid addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association Such address may be changed from time to time by notice in writing to the Association, as provided in this Paragraph 12.4.

12.5 Enforcement and Non-Waiver.

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

12.5.2 Violations and Nuisance. The failure of any Owner of a Building Lot to comply with any provision hereof or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in Grantor the Association or any Building Lot(s) Owner within the Property for recovery of damages or for negative or injunctive relief or both. However, any other provision to the contrary notwithstanding only Grantor, the Association the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

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

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

12 5.5 Non-Waiver The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property This Declaration shall be construed and governed under the laws of the State of Idaho.

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

12.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 12.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

12.7 Successors and Assigns. All references herein to Grantor, Owners, the Association, or Person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association, or Person. Both the original CC&Rs above referenced, together with this amendment shall be considered to run with the land and inure to the benefit of the parties hereto, together with, their successors, assigns, transferees, and devises and are binding on future title holders of the property.

THIS DECLARATION shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year in this Agreement.

RED CLOUD HOMEOWNERS ASSOCIATION INC.

By _____

Title: _____

SSM 2 COMPANY, an Idaho Corporation,

By: _____
THOMAS G. MAILE IV., secretary

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared COLLEEN BIRCH MAILE, known or acknowledged to me to be the President of RED CLOUD HOMEOWNERS ASSOCIATION INC., an Idaho not profit corporation and the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same on behalf of RED CLOUD HOMEOWNERS ASSOCIATION INC.

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

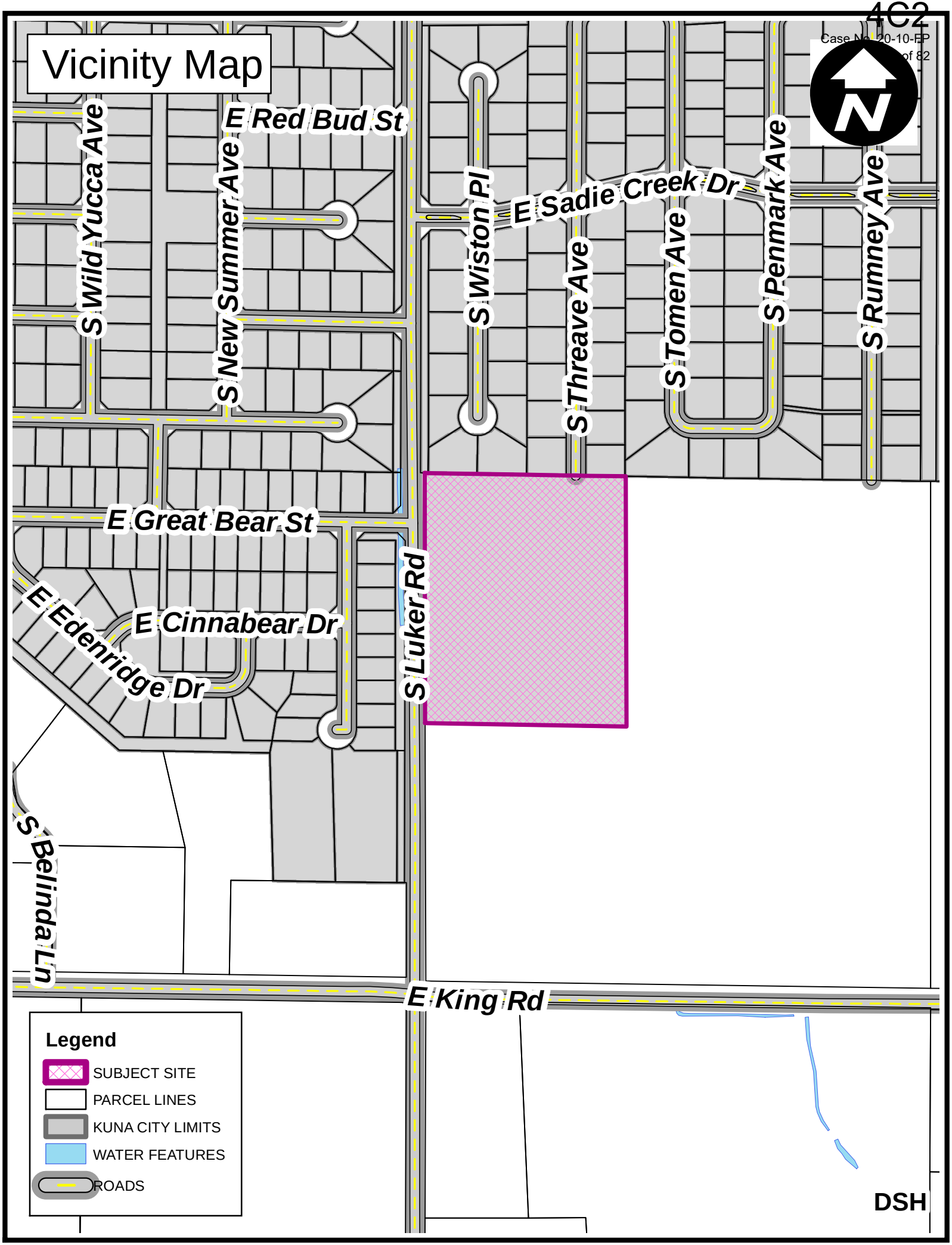
_____
Notary Public for Idaho
Residing at Eagle, Idaho
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

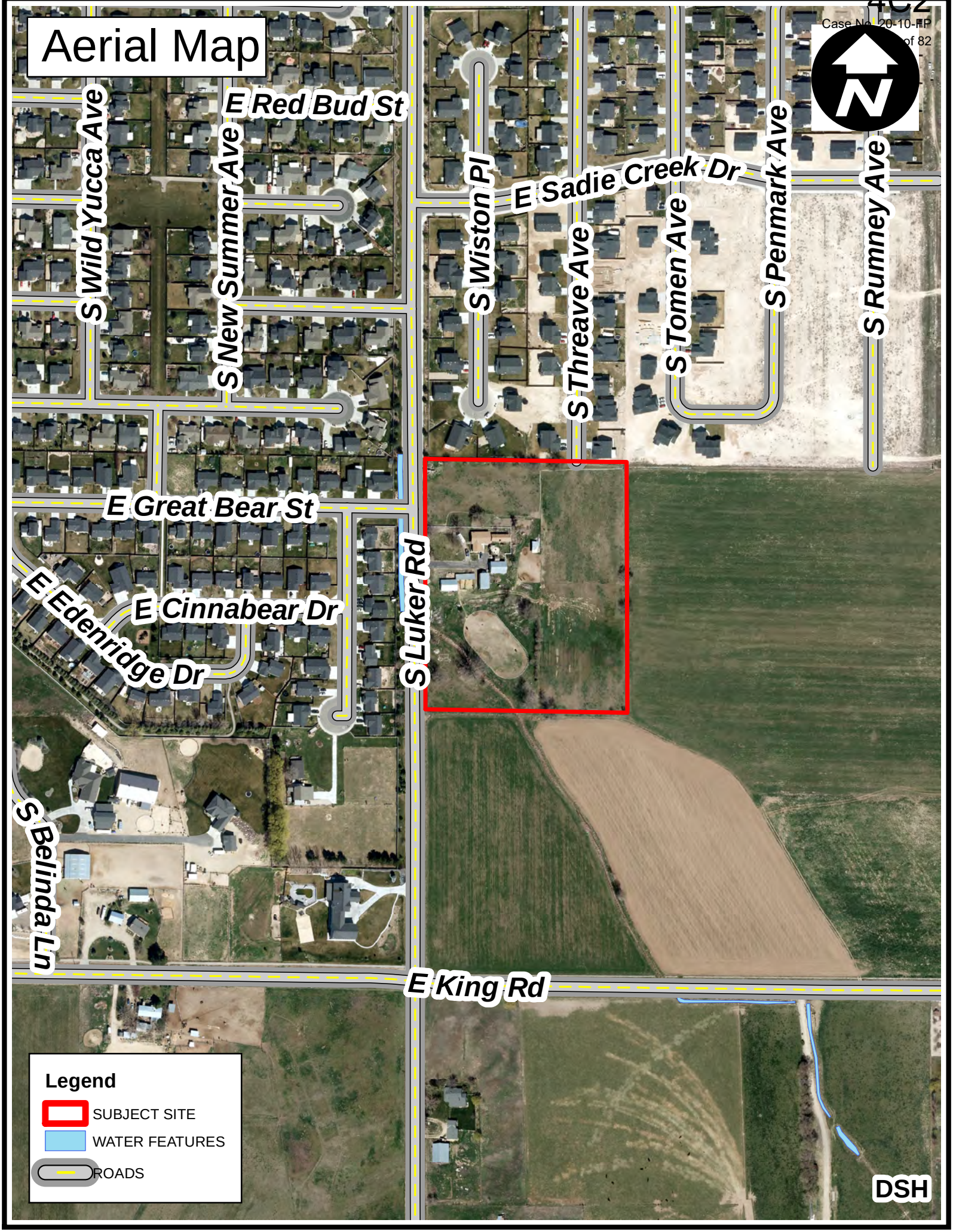
On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS G. MAILE IV., known and identified to me to be the secretary of SSM2 Company, the corporation that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

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

_____
Notary Public for Idaho
(SEAL) Residing at _____, Idaho
My Commission Expires: _____


Vicinity Map
E Red Bud St
S Wild Yucca Ave
S New Summer Ave
S Wiston Pl
E Sadie Creek Dr
S Threave Ave
S Tomen Ave
S Penmark Ave
S Rumney Ave
E Great Bear St
E Edenridge Dr
E Cinnabear Dr
S Luker Rd
S Belinda Ln
E King Rd
Legend
SUBJECT SITE
PARCEL LINES
KUNA CITY LIMITS
WATER FEATURES
ROADS
DSH

Aerial Map


E Red Bud St
S Wild Yucca Ave
S New Summer Ave
S Wiston Pl
E Sadie Creek Dr
S Threave Ave
S Tomen Ave
S Penmark Ave
S Rumney Ave
E Great Bear St
E Edenridge Dr
E Cinnabear Dr
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S Belinda Ln
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SUBJECT SITE
WATER FEATURES
ROADS
DSH

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

City of Kuna
Planning & Zoning Department

Agency Notification

April 15, 2020

Notice is hereby given by the City of Kuna the following actions are under consideration**:**

FILE NUMBER:	20-10-FP (Final Plat) – Red Cloud No. 1
PROJECT DESCRIPTION	B&A Engineers requests Final Plat Approval for Red Cloud No. 1, which consists of 24 buildable lots and 2 common lots (26 total lots) on 4.84 acres (APN: S1325438500)
SITE LOCATION	1250 S. Luker Road, Kuna, Idaho 83634.
REPRESENTATIVE	*David Crawford* *5505 W. Franklin Road* *Boise, ID 83705* *208-519-4393* *dacrawford@baengineers.com*
SCHEDULED HEARING DATE	Tuesday, **June 2, 2020.** 6:00 P.M.
STAFF CONTACT	Doug Hanson dhanson@kunaid.gov Phone**:** 922.5274 Fax**:** 922.5989

We have enclosed information to assist you with your consideration and response. *No response within 15 business days will indicate you have no objection or comments for this project.* We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. ***If your agency needs different plans or paper copies to review, notify our office know and we will send them. Please notify our office who future packets should be sent to, included their email as well.*** If your agency needs additional time for review, please let our office know ASAP.

CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634

Paul A. Stevens, P.E.
Kuna City Engineer

FINAL PLAT MEMORANDUM

Date: **18 May 2020**

From: **Paul A. Stevens, P.E.**

To: **Wendy Howell, Planning and Zoning Director**

RE: **Red Cloud No. 1, 20-10-FP**

The Red Cloud No. 1, 20-10-FP Final Plat request dated 15 April 2020 has been reviewed. This review is based on land use as allowed or permitted in an "R-8" zone.

This Final Plat encompasses 4.84 Acres containing twenty-four (24) residential lots and two (2) common lots. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

a) The applicant provided a cover letter.
b) The applicant provided a final plat. Design drawings were not provided with this application.

2) General

a) Red Cloud No. 1, 20-10-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
b) Provide engineering certification on all final engineering drawings/Record Drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

a) The responsible engineer of record will provide Record Drawings upon completion.
b) The inspection fee for City inspection of the construction of public water, sewer and irrigation facilities associated with this development has been paid.

4) Sanitary Sewer & Potable Water Connection & Fees

a) This project is in agreement with the Sewer, and Water master plans.

b) This project will add to Ten Mile Lift Station. This lift station is at capacity.

5) Pressurized Irrigation

a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

The following is a requirement of the Final Plat approval and subsequent construction drawings:

a) Grading and drainage plans have been provided as part of the Construction Drawings.

b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.

c) The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.

d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

a) Comments may result from the final construction review.

(1) The final plat appears complete.

(2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

a) As-built (Record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. *Correct and verified As-Built (Record Drawings) drawings will be required before occupancy or final plat approval is granted.*

CENTRAL DISTRICT HEALTH

received
4.17.20

Serving Ada, Boise, Elmore and Valley Counties
cdh.idaho.gov

20-0282

April 15, 2020

Ada County Recorder
Attn: Phil McGrane
200 West Front Street
Boise, ID 83702

RE: Red Cloud Subdivision No. 1

Dear Mr. McGrane:

Central District Health has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given April 15, 2020.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Kuna and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

If you have any questions, please call 208-327-8517.

Sincerely,

Lori Badigian, R.E.H.S.
Senior Environmental Health Specialist

cc: SSM2 Company
B & A Engineers, Inc.
City of Kuna

LB:bk

City of Kuna
Staff Memo
City Council

751 W 4th Street
Kuna, ID 83634
Phone :(208) 922-5274
Fax: (208) 922-5989
Kunacity.Id.gov

To: **City Council**

Case Numbers: 20-01-LLA – Tim Gordon, LLA.

Location: W. Kuna Road and and 2420 W. Kuna Road., Kuna, ID 83634.

Planner: Doug Hanson, Planner I

Meeting Date: June 2, 2020

Owner: *Timothy Gordon*
1206 N. Black Cat Road
Kuna, ID 83634

Applicant: *B&A Engineers*
5505 W. Franklin Road
Boise, ID 83705
208.343.3381
dacrawford@baengineers.com

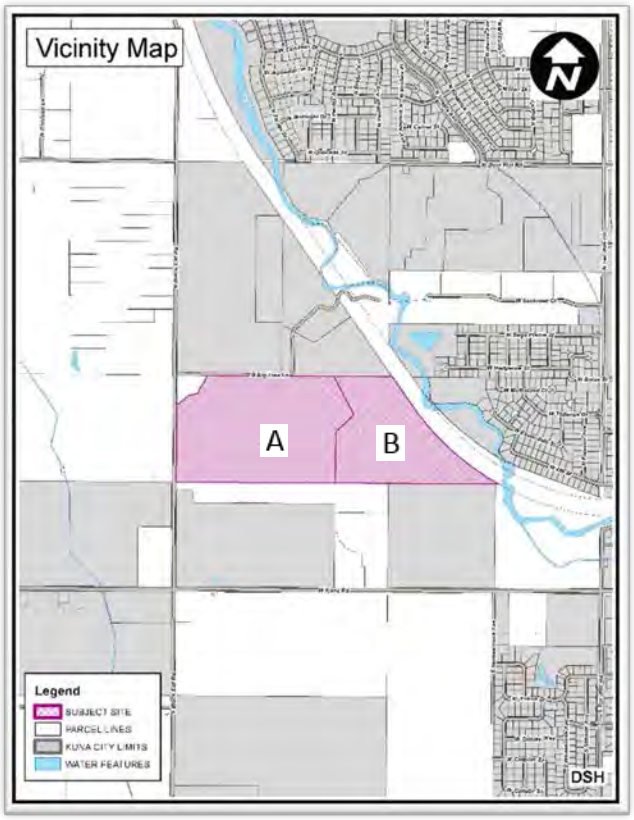


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B. Applicant Request
C. Concept Maps
D. History
E. General Project Facts
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G. Applicable Standards
H. Comprehensive Plan Analysis
I. Proposed Decision by the Council

A. Course of Proceedings:

1. A Lot Line Adjustment (LLA) is designated in Kuna City Code (KCC) 1-14-3, as a public meeting, with the City Council as the decision-making body. As a public meeting, this application does not require public notice as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council as outlined in KCC 1-14-3 have been adhered to.

   a. Notifications
      i. Applicant Completeness Letter — February 25, 2020
      ii. Agenda — June 2, 2020

B. Applicants Request:

B&A Engineers seeks Lot Line Adjustment approval. The subject properties, two parcels, located at W. Kuna Road and 2420 W. Kuna Road, Kuna ID 83634.

C. Concept Before and After:





D. History:

The two parcels have historically been used for agricultural purposes and as a residence. Staff is unaware of any other historic uses.

E. General Project Facts:

1. **Comprehensive Plan Designation:** The approved Comprehensive Plan Future Land Use map identifies these parcels as Medium Density Residential.

2. **Surrounding Current Land Uses:**

Direction	Current Zoning	
North	A	Agriculture – Kuna City
South	RR R-6	Rural Residential – Ada County Medium Density Residential – Kuna City
East	R-6	Medium Density Residential – Kuna City
West	RR	Rural Residential – Ada County

3. **Parcel Numbers:** S1322325605 (Parcel A), 1322325610 (Parcel B).

4. **Parcel Sizes and Current Zoning:**

Parcel	Current Size (Acres)	Zoning
A. W. Kuna Road	60.37	Agriculture
B. 2420 W. Kuna Road	36.11	Agriculture

5. **Services:**
   Fire Protection – Kuna Rural Fire District
   Police Protection – Kuna City Police (Ada County Sheriff)
   Sanitary Sewer– City of Kuna (Future)
   Potable Water – City of Kuna (Future)
   Irrigation District – Boise Kuna (BKID)
   Sanitation Services – J&M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**
   West Kuna Road has no existing structures. 2420 W. Kuna Road has a 1,672 square foot home with a 576 square foot attached garage and two utility buildings that are 672 and 216 square feet. Vegetation on site is consistent with that of crop fields. The site is relatively flat with an average slope of 0 to 6%.

7. **Transportation / Connectivity:** Parcel A is accessed via N. Big Tree lane. Parcel B is accessed via an existing access drive from W. Kuna Road.

8. **Environmental Issues:** Staff is not aware of any environmental issues other than being in the nitrate priority area.

F. Staff Analysis:

The lot line adjustment goal is to facilitate the future sale of the property. The adjustment of these parcels will be beneficial in creating an area more suitable for the future development of the site. The future land use designation of these parcels is medium density residential. If approved the lot line adjustment will yield the following results:

- Parcel A: 60.37 Acres (Current), 97.08 Acres (Proposed)
- Parcel B: 36.11 Acres (Current), 2.00 Acres (Proposed)

Staff has no concerns about this land owner adjusting the size of the two lots. Staff views this proposed action to be consistent with the surrounding uses and the approved Future Land Use Map designation. Staff recommends that if the Planning and Zoning Commission approves Case No. 20-01-LLA that the applicant be subject to the recommended conditions of approval listed in section "I" of this report.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5;
2. City of Kuna Special Developments Ordinance No. 2011-14
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. Comprehensive Plan Analysis:

The Kuna City Council may (accept or reject) the Comprehensive Plan components, and has determined the proposed lot line adjustment for the site (*is/is not)* consistent with the following Comprehensive Plan components as described below:

Goal Area 3: Kuna's Land Uses will Support a Desirable, Distinct and Well-Designed Community.

- Goal 3.G: Respect and protect private property rights
  - Objective 3.G.1: Ensure land use policies, restrictions, and fees do not violate private property rights.

- Policy 3.G.1.b: Ensure City land use actions, decisions, and regulations will not cause an unconstitutional regulatory taking of private property, and do not effectively eliminate all economic value of the subject property.
- Policy 3.G.1.c: Ensure City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

I. Proposed Decision by the Council:

Note: This proposed motion is for approval/conditional approval/denial of this request. However, if the Council wishes to approve or deny specific parts of the request as detailed in the staff report, those changes must be specified.

Based on the facts outlined in staff's report, the case file and any discussion at the public meeting, the City Council of Kuna, Idaho, hereby approves/conditionally approves/denies Case No. 20-01-LLA, a Lot Line Adjustment request by B&A Engineers; with the following conditions of approval:

1. Have the applicant's representative engineer-surveyor record the following documents:
   a. Record of Survey,
   b. Execute and record the necessary deeds to accomplish the property boundary adjustments as approved,
   c. Provide copies of the **recorded** record of survey and recorded new deeds, to the Planning and Zoning Department as evidence of compliance.
2. Applicant and/or owners shall complete the aforementioned conditions **within one (1) year of the City Council's Order of Decision** for this application; otherwise any approvals will be considered null and void.
3. The applicant shall adhere to all agency and city staff recommendations.
4. Applicant shall work with Kuna and ACHD for Linder Road improvements.
5. The applicant shall comply with all federal, state and local laws.

DATED: this 2nd day of June, 2020

received
2.13.20

CityofKuna
Planning& Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	20-01-LLA
Project name	2420 W Kuna Rd LLA
Date Received	2.13.20
Date Accepted/ Complete	2.25.20
Cross Reference Files	—
Commission Hearing Date	—
City Council Hearing Date	6.2.20

Type of Review (check all that apply):

- ☐ Annexation
- ☐ Appeal
- ☐ Comprehensive Plan Amendment
- ☐ Design Review
- ☐ Development Agreement
- ☐ Final Planned Unit Development
- ☐ Final Plat
- ☒ Lot Line Adjustment
- ☐ Lot Split
- ☐ Planned Unit Development
- ☐ Preliminary Plat
- ☐ Rezone
- ☐ Special Use
- ☐ Temporary Business
- ☐ Vacation
- ☐ Variance

Contact/Applicant Information

Owners of Record: Timothy Gordon
Address: 1206 N. Black Cat Road
City, State, Zip: Kuna Idaho 83634
Phone Number:
E-Mail:
Fax #:

Applicant (Developer): David Crawford B&A Engineers, Inc.
Address: 5505 W. Franklin Road
City, State, Zip: Boise, Idaho 83705
Phone Number: 208-343-3381
E-Mail: dacrawford@baengineers.com
Fax #:

Engineer/Representative: Joseph D. Canning B&A Engineers, Inc.
Address: Same as applicant
City, State, Zip:
Phone Number:
E-Mail:
Fax #:

Subject Property Information

Site Address: W. Kuna Road Kuna, Idaho 83634, 2420 W. Kuna Road Kuna, Idaho 83634
Site Location (Cross Streets): West of N. Black Cat Road,North of Kuna Road & East of N. Ten Mile Road
Parcel Number (s): S 1322325605, S1322325610
Section, Township, Range: Sec 22 T2N R1W
Property size : 97.08 AC.
Current land use: Ag/Residential
Proposed land use: No Change
Current zoning district: A
Proposed zoning district: No Change

Project Description

Project / subdivision name: Gordon Property Boundary Adjusted

General description of proposed project / request: To change size of parcels

Type of use proposed (check all that apply):

- ☒ Residential
- ☐ Commercial
- ☐ Office
- ☐ Industrial
- ☐ Other

Amenities provided with this development (if applicable):

Residential Project Summary (if applicable)

Are there existing buildings? ☒ Yes ☐ No

Please describe the existing buildings: Home and Out Building

Any existing buildings to remain? ☒ Yes ☐ No

Number of residential units: 1 Number of building lots:

Number of common and/or other lots:

Type of dwellings proposed:

- ☒ Single-Family
- ☐ Townhouses
- ☐ Duplexes
- ☐ Multi-Family
- ☐ Other

Minimum Square footage of structure (s):

Gross density (DU/acre-total property): Net density (DU/acre-excluding roads):

Percentage of open space provided: Acreage of open space:

Type of open space provided (i.e. landscaping, public, common, etc.):

Non-Residential Project Summary (if applicable)

Number of building lots: Other lots: 1

Gross floor area square footage: Existing (if applicable):

Hours of operation (days & hours): Building height:

Total number of employees: Max. number of employees at one time:

Number and ages of students/children: Seating capacity:

Fencing type, size & location (proposed or existing to remain):

Proposed Parking:

a. Handicapped spaces: Dimensions:
b. Total Parking spaces: Dimensions:
c. Width of driveway aisle:

Proposed Lighting:

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.):

Applicant's Signature: [signature] - B&O Engineers, Inc. Date: 2/5/20

City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

received
2.13.20

Lot Line Adjustment Checklist

A Lot Line Adjustment request does not require a public hearing, and will be scheduled for a regular City Council meeting as a regular agenda item.

Project name: Tim Gordon LLA

Applicant: B+A Engineers

All applications are required to contain one copy of the following:

Applicant (√)	Description	Staff (√)
X	Completed and signed Commission & Council Review Application.	✓
X	Detailed submittal letter explaining how the project enhances and beautifies the community and types of services the project will provide and/or reason for the lot line adjustment.	✓
X	Legal description of the property: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	✓
X	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties).	✓
X	8 1/2 x 11 vicinity map showing streets, driveways, property lines, etc.	✓
X	A sketch showing the proposed lot line adjustment. The sketch shall include the following information: ◊ Current lot size including dimensions, square-footage and street frontage. ◊ Proposed new location of the lot line and new dimensions, square-footages and street frontages. ◊ Streets, surrounding land uses, etc. ◊ Existing and proposed public improvements including sidewalk, streets, lighting, landscaping, natural features, etc, if applicable.	✓

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a hearing date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.

NORTHWEST SECTION CORNER
FOUND BRASS CAP
CP&F NO. 100100960

N00°03'38"W
1,327.80'

SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
FOUND 5/8" PIN WITH UNREADABLE CAP
CP&F NO. 9281649

N00°03'09"W
1,327.65'

WEST QUARTER CORNER
FOUND 5/8" PIN NO CAP
CP&F NO. 7513762

FOUND 5/8" PIN WITH
PINK PLASTIC CAP
LABELED "PLS 12087"
N35°10'09"W
2.03'

N00°03'09"W
1,327.71'

S89°54'36"E, 25.00'

S89°54'36"E
377.48'

FOUND 5/8" PIN WITH
ORANGE PLASTIC CAP
LABELED "LS 10782"

FOUND BRASS CAP
PLS 12087
CP&F NO.
2018-110965

N00°03'17"W
327.63'

C.N. Black Cat Rd.

377.48'

POB PARCEL A

(N89°53'44"E 1,327.80' ROS 7092, 6752)
S89°54'36"E 1,302.76'
925.28' (925.32' ROS 7092)

N23°14'33"E
82.18'
N36°18'43"E
109.10'
N04°11'13"E
59.05'
S77°21'13"W
124.74'
N50°46'33"E
192.05'

S00°03'17"E
371.65'

N89°56'43"E 5.28'

NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER
FOUND 5/8" PIN, NO CAP
CP&F NO. 9281647

(N89°53'44"E 1,327.80' ROS 7092)
S89°55'05"E 1327.89
646.29' (646.25' ROS 7092)
681.60' (681.55' ROS 7092)

CENTER QUARTER CORNER
FOUND 5/8" PIN, NO CAP
CP&F NO. 2017-094055

(N89.49'32"E ROS 7092)
N89°58'17"E 35.67
S35°14'30"E 331.26'

SPO-1
OFFSET 100.00'
LENGTH = 121.74'
CHORD BEARING =S35°34'39"E (S35°46'09"E ROS 7092)
CHORD LENGTH =121.74'

(51.00')
S27°53'43"E 516.96'
INST. NO. 110050250

S14°21'35"E 28.00'

S43°11'25"W 63.00'

S46°40'25"W
235.00'

EXISTING PROPERTY
LINE TO BE ADJUSTED

S00°11'25"W 639.60'

NEW ADJUSTED
PROPERTY LINE

N89°57'49"E
346.50'

30.00'

N00°11'25"E
251.74'

New
Parcel B
2.00 ACRES

S00°11'25"W
251.98'

PROPOSED 30'
ACCESS DRIVE

346.50'

338.86'

POB PARCEL B

SOUTHEAST CORNER
OF THE NORTHEAST
QUARTER OF THE
SOUTHWEST QUARTER

EXISTING
ACCESS DRIVE

S89°58'07"W 1331.05
(S89°46'37"W ROS 7092)

C1

C2

S58°16'05"E
120.12'

S00°07'33"W
11.18'

Original
Parcel 1
Existing Area=60.37 AC.

New
Parcel A
Adjusted Area=97.08 AC.

Original
Parcel 2
Existing Area=36.11 AC.

C.N. Black Cat Rd.

S89°59'49"E, 25.00'

SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER
FOUND 5/8" PIN, NO CAP
CP&F NO. 7513762

Basis of Bearing
C.N. Black Cat Rd.

S89°59'49"E
25.00'

(N00°14'48"W 1,327.72' ROS 7092)
N00°03'17"W 1,327.63'

N00°03'17"W 955.94

(N00°14'48"W 1,327.72' ROS 7092)
S00°03'32"E 1,327.70'

1,944.87'

N89°59'49"W 2,655.23'
(S89°48'41"W 2,655.14' ROS 7092)

SOUTHWEST CORNER OF SECTION 22
FOUND 3" BRASS CAP
CP&F NO. 113002579

NORTH
0 200 400
SCALE: 1"=200'

Legend

SURVEYED BOUNDARY	SET 1/2"X24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
SECTION LINE / CENTERLINE	SET 5/8"X30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
SECTION LINE, WHEN NOT COINCIDENT WITH CENTERLINE	CALCULATED POINT, NOT FOUND OR SET
EXISTING 30' ROAD ACCESS RIGHT-OF-WAY	SECTION CORNER
ADJOINING PROPERTY LINE	QUARTER CORNER
DEED REFERENCE LINES	
NEW PARCEL LINE	
FOUND MONUMENT, TYPE NOTED	
FOUND 1/2" PIN	
FOUND 5/8" PIN	

Curve Table

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE
C1	20°51'57"	3,537.87'	1,288.41'	S46°40'28"E (S46°51'48"E ROS 7092) (S58°27'35"E ROS 7092)	1,281.30'
C2	2°19'17"	2,964.93'	120.13'	S58°16'05"E	120.12'

County Recorder's Certificate

STATE OF IDAHO
SS. INSTRUMENT NO._____
COUNTY OF ADA

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST
OF _____
AT _____ MINUTES PAST _____ O'CLOCK ___M.,
THIS ____ DAY OF _____, _____.
FEE:_____
EX-OFFICIO RECORDER: PHIL McGRANE

DEPUTY:_____

Surveyor's Certificate

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS RECORD OF SURVEY HAS BEEN PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS RECORD OF SURVEY IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT OF IDAHO CODE 55-1601 THROUGH 55-1612.

REGISTERED LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING

JOSEPH D. CANNING, L.S. 4116

Notes

1. THIS PROPERTY IS CURRENTLY ZONED A.

Survey Narrative

1. PURPOSE: TO ADJUST THE BOUNDARY OF PARCEL 1-A ON PROPERTY PREVIOUSLY BEING A PART OF PARCEL 1.
2. BOUNDARY DETERMINATION: THE BOUNDARY OF THIS SUBDIVISION WAS DETERMINED FROM THE RECORD OF SURVEYS AND DEEDS NOTED BELOW AND AS TIED TO THE GOVERNMENT CORNERS SHOWN HEREON.

THE FOLLOWING RECORDS OF ADA COUNTY, IDAHO WERE USED TO DETERMINE THE BOUNDARY SHOWN --
DEEDS: TRUST TRANSFER DEED INST. NO. 110050250

RECORD OF SURVEY: ROS NO. 7092
ROS NO. 6752

Property Boundary Adjustment
For:
Timothy Gordon

LAND SITUATE IN THE NORTH HALF OF OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

DATE: JANUARY 3, 2020
SURVEY BY: K.A. CRAWFORD
DRAWN BY: K. KING
JOB NUMBER: GT12

INDEX NO. 214-22-0-0-0-00-0000

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

B & A Engineers, Inc.
Consulting Engineers & Land Surveyors
5505 West Franklin Rd. Boise, ID 83705
Telephone 208.343.3381 Facsimile 208.342.5792

Timothy Gordon
Land Description
Parcel A

February 7, 2020

A parcel of land situate in the north-half of the south-half of Section 22, Township 2 North, Range 1 West, Boise Meridian, Ada County, Kuna City, Idaho, being more particularly described as follows:

COMMENCING at the west quarter corner of said Section 22; thence along the northerly boundary of the north-half of the south-half of said Section 22, S89°54'36"E, 402.48 feet to the ***POINT OF BEGINNING:***

Thence continuing along the northerly boundary of the north-half of the south-half of said Section 22, S89°54'36"E, 925.28 feet to the northeast corner of the northwest quarter of the southwest quarter of said Section 22;

Thence continuing along the northerly boundary of the north-half of the south-half of said Section 22, S89°55'05"E 1,327.89 feet to the northeast corner of the northeast quarter of the southwest quarter of said Section 22;

Thence S89°58'17"E, 35.67 feet to the southwesterly right-of-way of the Union Pacific Railroad;

Thence along the southwesterly right-of-way line of the Union Pacific Railroad, S35°14'30"E, 331.26 feet;

Thence 121.74 feet along a spiral curve deflecting to the left being 100 feet offset southwest of the centerline of the Union Pacific Railroad, having a chord bearing of S35°34'39"E, and a chord length of 121.74 feet;

Thence continuing along the southwesterly right-of-way of the Union Pacific Railroad, 1,288.41 feet along a curve deflecting to the left, having a radius 3,537.87, a central angle of 20°51'57", with a chord bearing S46°40'28"E, and a chord distance of 1,281.30 feet;

Thence continuing along the southwesterly right-of-way of the Union Pacific Railroad, 120.13 feet along a curve deflecting to the left having a radius of 2,964.93 feet, a central angle of 02°19'17", with a chord bearing S58°16'05"E, and a chord distance of 120.12 feet to the easterly boundary of the northwest quarter of the southeast quarter of said Section 22;

Thence S00°07'33'W, 11.18 feet along the easterly boundary of the northwest quarter of the southeast quarter of said Section 22 to the southeast corner of said northwest quarter of the southeast quarter of said Section 22;

Thence along the southerly boundary of the northwest quarter of the southeast quarter of said Section 22, S89°58'07"W, 1,331.05 feet to the southeast corner of northeast quarter of the southwest quarter of said Section 22;

Thence along the southerly boundary of the northeast quarter of the southwest quarter of said Section 22, N89°59'49"W, 338.86 feet;

Thence N00°11'25"E, 251.98 feet;

Thence S89°57'49"W, 346.50 feet;

Thence S00°11'25"W, 251.74 feet to the southerly boundary of the northeast quarter of the southwest quarter of said Section 22;

Thence along the southerly boundary of the northeast quarter of the southwest quarter and the northwest quarter of the southwest quarter of said Section 22, N89°59'49"W, 1,944.87 feet to the easterly right-of-way of North Black Cat Road, which is 25.00 feet easterly of the westerly boundary of the northwest quarter of the southwest quarter of said Section 22;

Thence along said easterly right-of-way N00°03'17"W, 955.94 feet;

Thence N89°56'43"E, 5.28 feet;

Thence N50°46'33"E, 192.05 feet;

Thence N77°21'13"E, 124.74 feet;

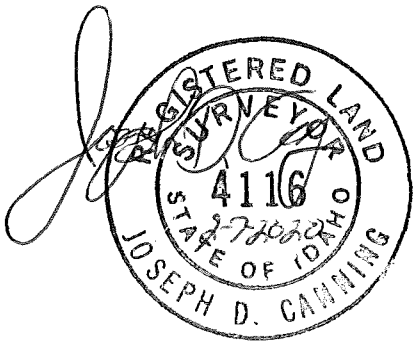
Thence N04°11'13"E, 59.05 feet;

Thence N36°18'43"E, 109.10 feet;

Thence N23°14'33"E, 82.18 feet to the ***POINT OF BEGINNING.***

Comprising 97.08 Acres, more or less.

Subject to easements of record or apparent.



B & A Engineers, Inc.
Consulting Engineers & Land Surveyors
5505 West Franklin Rd. Boise, ID 83705
Telephone 208.343.3381 Facsimile 208.342.5792

Timothy Gordon
Land Description
Parcel B

11 February 2020

A parcel of land situate in the northeast quarter of the southwest quarter of Section 22, Township 2 North, Range 1 West, Boise Meridian, Ada County, Kuna City, Idaho, being more particularly described as follows:

COMMENCING at the west quarter corner of said Section 22; thence along the westerly boundary of the southwest quarter of said Section 22, S00°03'17"E, 1,327.63 feet to the southwest corner of the northwest quarter of the southwest quarter of said Section 22; thence along the southerly boundary of the northwest quarter of the southwest quarter and the southerly boundary of the northeast quarter of the southwest quarter of said Section 22, S89°59'49"E, 1,969.87 feet to the ***POINT OF BEGINNING:***

Thence continuing S89°59'49"E, 346.50 feet along the southerly boundary of the northeast quarter of the southwest quarter of said Section 22;

Thence N00°11'25"E, 251.98 feet;

Thence S89°57'49"W, 346.50 feet;

Thence S00°11'25"W, 251.74 feet to the ***POINT OF BEGINNING.***

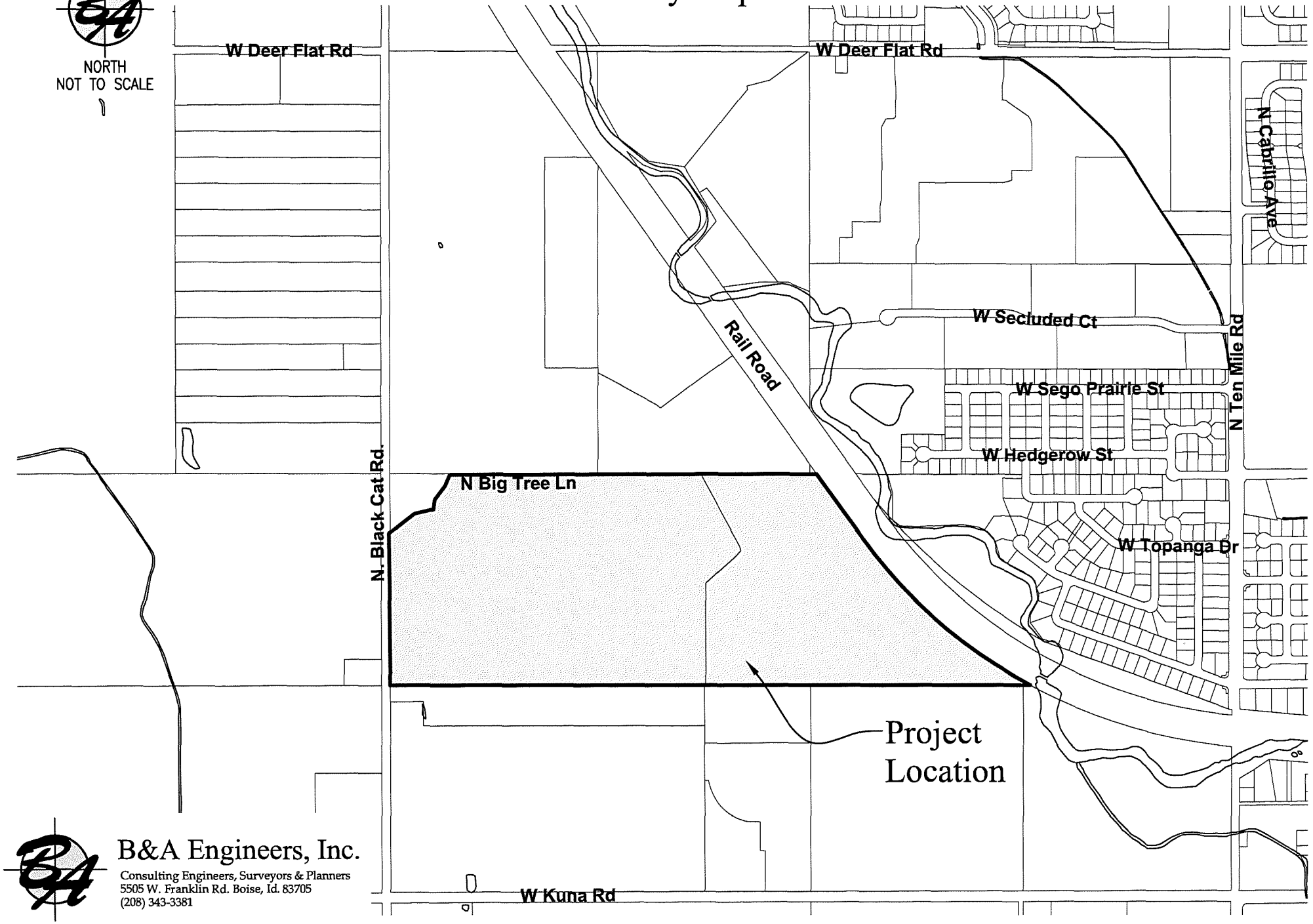
Comprising 2.00 Acres, more or less.

Subject to easements of record or apparent.



Tim Gordon Property Boundary Adjustment

Vicinity Map



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381


KUNA
NWSW
NESW
NWSE
SWSW
SWSW
SWSE
W Segou Prairie St
W Hedgerow St
W Topanga Dr
W Escondido St
W Tausen Ave
N Cabrillo Ave

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
) ss.
County of Ada)

I, TIM GORDON (Name), 1206 N. BLACK CAT RD. (Address)
KUNA (City), ID (State) 83634 (Zip Code)

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to B&A Engineers, Inc. (Name) 5505 W. Franklin Rd. Boise, ID. 8.705 (Address) to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s),

Dated this 8th day of January, 2018

Timothy W. Gordon
Signature

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

Sandy J. Smallwood
Notary Public for Idaho

SANDY J. SMALLWOOD NOTARY PUBLIC STATE OF IDAHO

Residing at: Boise, ID

My commission expires: 7/24/2018

Recording Requested By and
When Recorded Return to:

TIMOTHY W. GORDON
BELINDA S. GORDON
1206 W. Black Cat Road
Kuna, ID 83634

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 9.00 3
BOISE IDAHO 11/08/06 04:04 PM
DEPUTY Bonnie Oberbillig
RECORDED – REQUEST OF
Pioneer

106176261

267475 - SC

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 5th day of October, 2006, is between **PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER # 118, LLC**, an Idaho limited liability company ("**Grantor**"), and **TIMOTHY W. GORDON AND BELINDA S. GORDON AND MICHAEL A. GREEN** ("**Grantee**"), whose legal address is: 1206 W. Black Cat Road, Kuna, ID 83634.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Ada, State of Idaho, more particularly described as follows:

See legal description described on Exhibit "A" attached hereto

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "**Property**").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of April 7, 2006.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER #118, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By: _____
Its: Assistant Secretary

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this 5th day of October, 2006, by Alicia Reinhard, as Assistant Secretary of Pioneer 1031 Company, an Idaho corporation, Member of Pioneer Exchange Accommodation Titleholder #118, LLC, an Idaho limited liability company.

WITNESS my hand and official seal.

My commission expires: 3/1/07.

_____
Notary Public

(NOTARIAL SEAL)

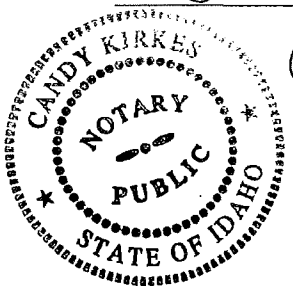


EXHIBIT A

PARCEL B – ALVIN SYLVA JR.
A parcel of land being a portion of the NE ¼ of the SW ¼ and a portion of the NW ¼ of the SE ¼ of Section 22, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, as shown on Record of Survey No. 7092, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 105153901 and more particularly described as follows:

COMMENCING at an iron pin marking the W ¼ corner of said Section 22;
Thence along the East-West centerline of said Section 22 North 89°53'44" East 1974.05 feet to a point on the centerline of an existing ditch, said point being the POINT OF BEGINNING;
Thence continuing North 89°53'44" East 681.55 feet to an iron pin marking the center of said Section 22;
Thence continuing North 89°49'32" East 35.66 feet to an iron pin on the Southwesterly right-of-way line of the Union Pacific Railroad;
Thence along said Southwesterly right-of-way line South 35°26'00" East 331.26 feet to an iron pin marking the non-tangent beginning point of a spiral offset curve to the left being parallel with and 100.00 feet from the centerline of spiral of the Union Pacific Railroad as depicted on Union Pacific Railroad right-of-way plans;
Thence along said Southwesterly right-of-way along the arc of said spiral offset curve having a long chord bearing South 35°46'09" East 121.74 feet to an iron pin marking the non-tangent beginning of a curve to the left;
Thence along the arc of said curve having a radius of 3537.87, a central angle of 20°51'57", a length of 1288.41 feet and a long chord bearing South 46°51'58" East 1281.30 feet to an iron pin marking a point of compound curve;
Thence continuing along the arc of said curve to the left having a radius of 2964.93 feet, a central angle of 02°19'17", a length of 120.13 feet and a long chord bearing South 58°27'35" East 120.12 feet to an iron pin marking the point of ending of said curve on the East boundary of said NW ¼ of the SE ¼ of Section 22;
Thence along said East boundary South 00°03'57" East 11.18 feet to an iron pin marking the Southeast corner of said NW ¼ of the SE ¼ of Section 22;
Thence along the South boundary of said NW ¼ of the SE ¼ of Section 22 South 89°46'37" West 1331.05 feet to an iron pin marking the Southwest corner of said NE ¼ of the SW ¼ of Section 22;
Thence along the South boundary of said NE ¼ of the SW ¼ of Section 22 South 89°48'41" West 655.32 feet to a point on the centerline of an existing ditch;
Thence leaving said South boundary along said centerline North 00°00'00" East 639.64 feet to a point;
Thence continuing North 48°29'00" East 235.00 feet to a point;
Thence continuing North 43°00'00" East 63.00 feet to a point;
Thence continuing North 14°33'00" West 28.00 feet to a point;
Thence continuing North 28°05'00" West 517.00 feet to the POINT OF BEGINNING.

TOGETHER WITH an Ingress-Egress Easement approximately 30 feet wide as described in Instrument No. 9169312, records of Ada County, Idaho, being composed of an easement for ingress and egress as granted in Warranty Deed recorded April 24, 1972 as Instrument No. 803747 over the Easterly 15 feet of the SE ¼ SW ¼, Section 22, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being composed of an easement for ingress and egress over the SW ¼ SE ¼, Section 22, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, as set fourth in Judgment Case No. 46352, recorded September 8, 1972 as Instrument No. 819632.

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 9.00 3
BOISE IDAHO 11/12/09 10:53 AM
DEPUTY Lisa Batt
RECORDED-REQUEST OF
Pioneer
109126952

3

Recording Requested By and
When Recorded Return to:

ACCOMMODATION

TIMOTHY W. GORDON
BELINDA S. GORDON
1206 N. Black Cat
Kuna, ID 83634

OA 103576

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CORRECTION SPECIAL WARRANTY DEED

This deed is being recorded to correct the legal
Description in Special Warranty Deed
recorded 7/10/06 as Instrument No. 106110090

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 10th day of November, 2009, **is between PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER #67, LLC**, an Idaho limited liability company ("**Grantor**"), and **TIMOTHY W. GORDON AND BELINDA S. GORDON, HUSBAND AND WIFE, AND MICHAEL A. GREEN** ("**Grantee**"), whose legal address is: 1206 N. Black Cat, Kuna, ID 83634.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Ada, State of Idaho, more particularly described as follows:

See legal description described on Exhibit "A" attached hereto

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "**Property**").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of October 14, 2005 .

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER #67, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By: _____
Its: Vice President

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 10th day of November, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Jesse Hamilton , know to me to be the Vice President of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of Pioneer Exchange Accommodation Titleholder #67, LLC, an Idaho limited liability company, and acknowledged to me that he executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

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

_____
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 3/1/2013

CANDY KIRKES NOTARY PUBLIC STATE OF IDAHO

(NOTARIAL SEAL)

257825

EXHIBIT A

Parcel A

A parcel of land being a portion of the North half of the Southwest quarter of Section 22, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, as shown on Record of Survey No. 7092, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 105153901 and more particularly described as follows:

Commencing at an iron pin marking the West quarter corner of said Section 22; thence
Along the West boundary of said Section 22 South 00°14'48" East 371.72 feet to an iron pin marking the POINT OF BEGINNING; thence
Leaving said West boundary North 89°45'12" East 30.28 feet to a point on the centerline of an existing ditch; thence
Along said centerline North 50°35'02" East 192.05 feet to a point; thence
Continuing North 77°09'42" East 124.74 feet to a point; thence
Continuing North 03°59'42" East 59.05 feet to a point; thence
Continuing North 36°07'12" East 109.10 feet to a point; thence
Continuing North 23°03'02" East 82.19 feet to a point on the East-West centerline of said Section 22; thence
Along said East-West centerline North 89°53'44" East 1,571.57 feet to a point on the centerline of an existing ditch; thence
Leaving said East-West centerline along said centerline South 28°05'00" East 517.00 feet to a point; thence
Continuing South 14°33'00" East 28.00 feet to a point; thence
Continuing South 43°00'00" West 63.00 feet to a point; thence
Continuing South 48°29'00" West 235.00 feet to a point; thence
Continuing South 00°00'00" West 639.64 feet to a point on the South boundary of said North half of the Southwest quarter Section 22; thence
Along said South boundary South 89°48'41 West 1,999.82 feet to an iron pin marking the Southwest corner of said North half of the Southwest quarter of Section 22; thence
Along said West boundary of said Section 22 North 00°14'48" West 956.00 feet to the POINT OF BEGINNING.

B & A Engineers, Inc.
Consulting Engineers & Land Surveyors
5505 West Franklin Road. Boise, ID 83705
Telephone 208+343+3381 Facsimile 208+342+5792

Property Boundary Adjustment Application For: Tim Gordon Land

February 7, 2020

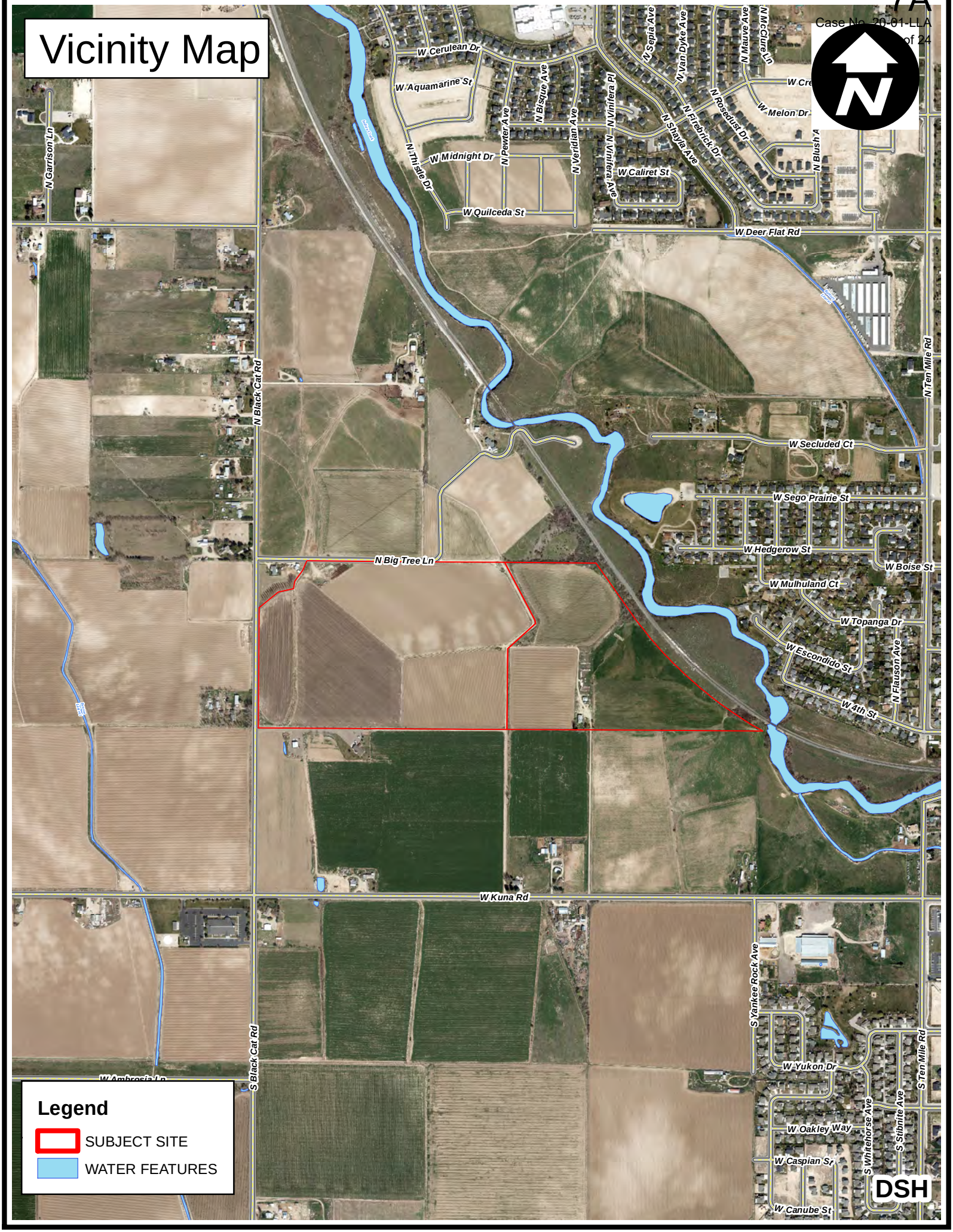
The purpose of the application is to adjust the parcel lines between two pieces of land to facilitate a sale of land.
Attached is a survey showing the parcels of land as original Parcel 1 and Parcel 2, and adjusted parcels as New Parcel A and Parcel B.
Access to the parcels are to be maintained at their current access points as shown on the attached map and via the attached legal descriptions for the access. These are anticipated to be recorded at the appropriate time to maintain access to the parcels.

We respectfully request approval of the property boundary adjustment application. Should you have any questions or require additional information please contact me.

Sincerely,

David Crawford
B & A Engineers, Inc.

Vicinity Map

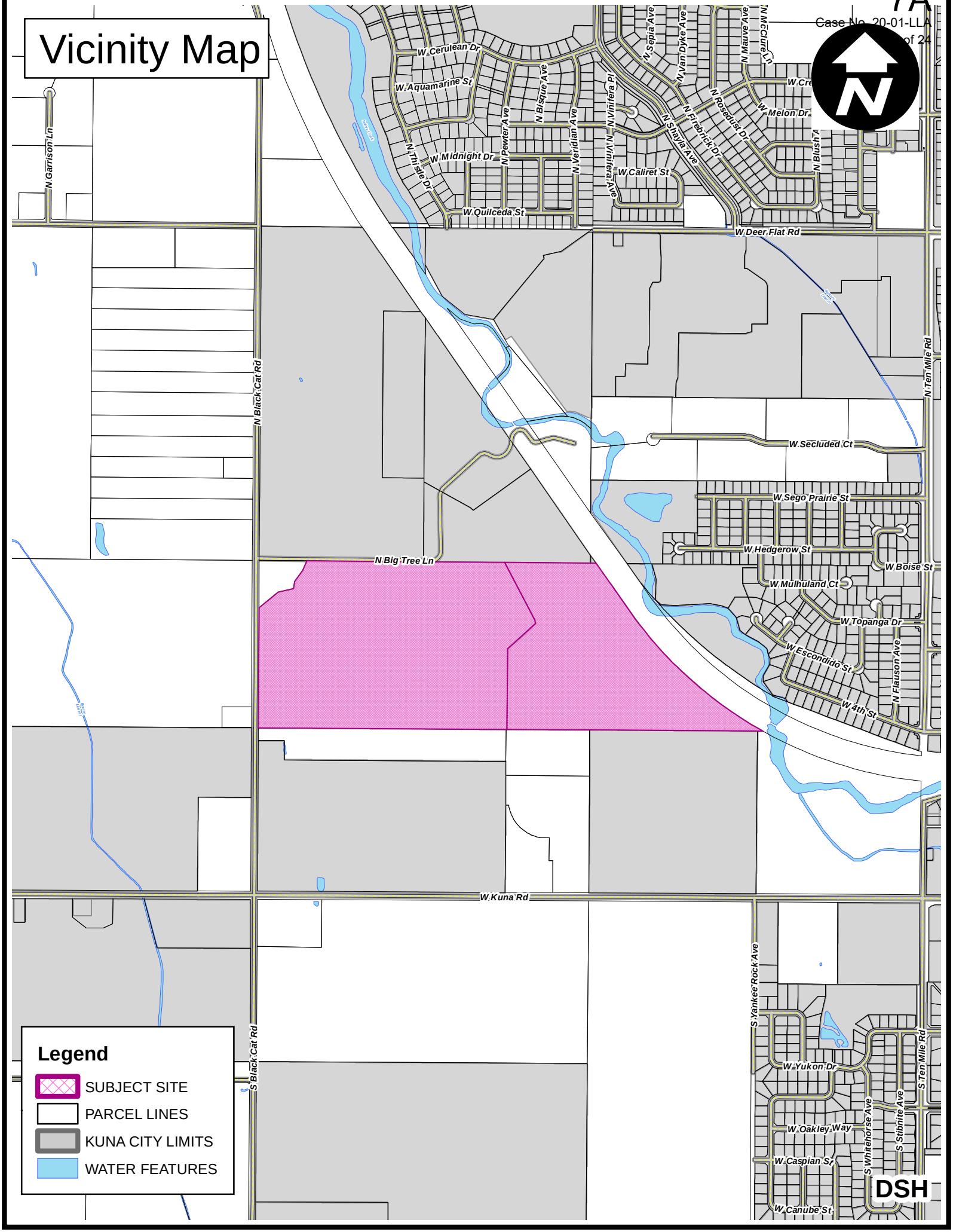


Legend

- SUBJECT SITE
- WATER FEATURES

DSH

Vicinity Map



Legend

- SUBJECT SITE
- PARCEL LINES
- KUNA CITY LIMITS
- WATER FEATURES

City of Kuna
Staff Memo
City Council

751 W 4th Street
Kuna, ID 83634
Phone :(208) 922-5274
Fax: (208) 922-5989
Kunacity.Id.gov

To: **City Council**

Case Numbers: 20-02-LLA – Tim Gordon, LLA. No. 2

Location: 1206 N. Black Cat Road, Kuna, ID 83634.

Planner: Doug Hanson, Planner I

Meeting Date: June 2, 2020

Owner: *Tim Gordon*
1206 N. Black Cat Road
Kuna, ID 83634

Applicant: *B&A Engineers*
5505 W. Franklin Road
Boise, ID 83705
208.343.3381
dacrawford@baengineers.com

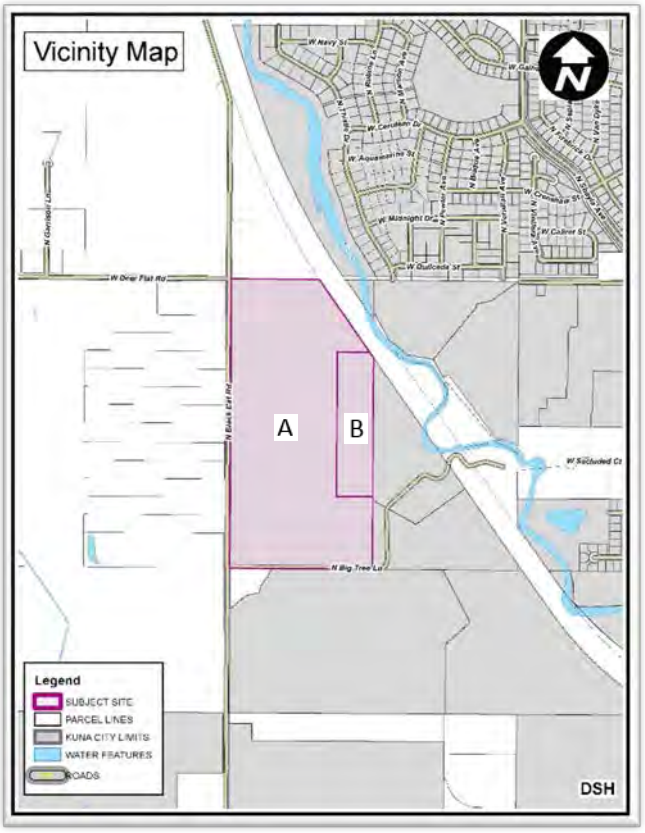


Table of Contents:

A. Course Proceedings
B. Applicant Request
C. Concept Maps
D. History
E. General Project Facts
F. Staff Analysis
G. Applicable Standards
H. Comprehensive Plan Analysis
I. Proposed Decision by the Council

A. Course of Proceedings:

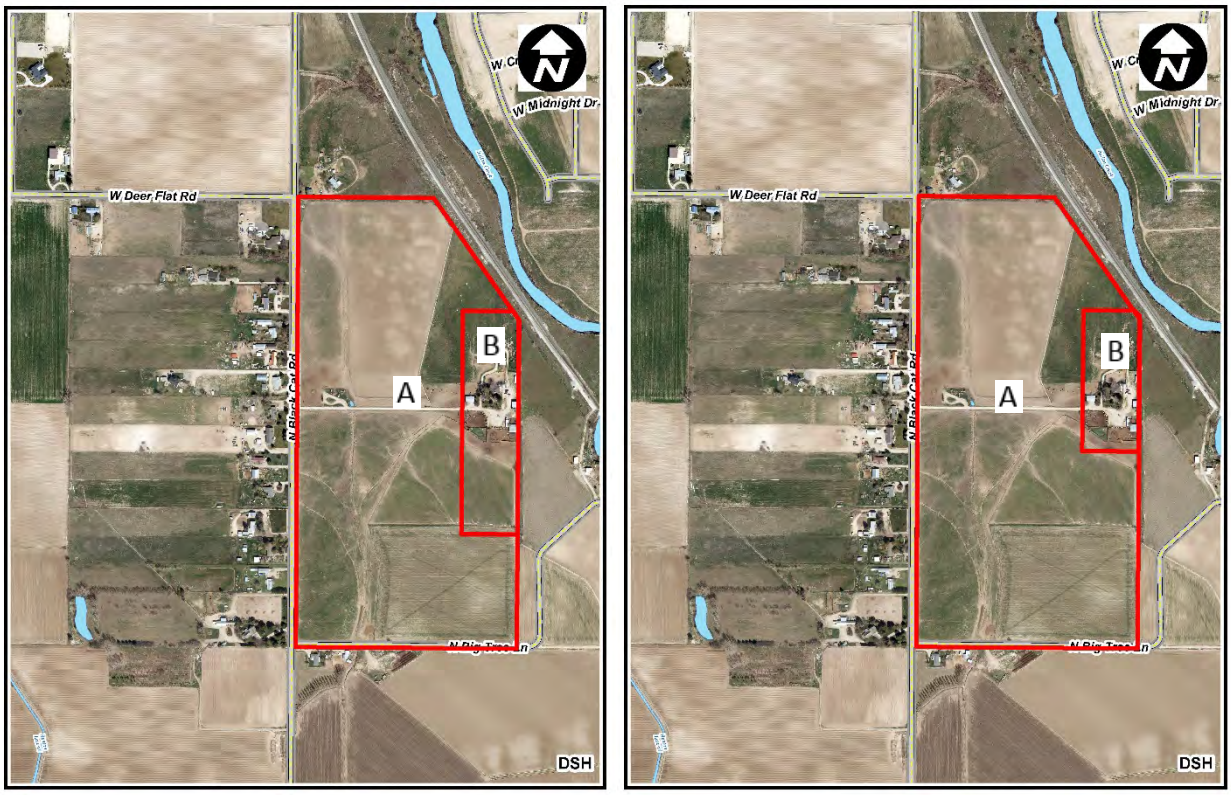
1. A Lot Line Adjustment (LLA) is designated in Kuna City Code (KCC) 1-14-3, as a public meeting, with the City Council as the decision-making body. As a public meeting, this application does not require public notice as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council as outlined in KCC 1-14-3 have been adhered to.

   a. Notifications
      i. Public Works/ City Engineer — March 25, 2020
      ii. Applicant Completeness Letter — February 25, 2020
      iii. Agenda — June 2, 2020

B. Applicants Request:

B&A Engineers seeks Lot Line Adjustment approval. The subject properties, two parcels, located at 1206 N. Black Cat Road, Kuna ID 83634.

C. Concept Before and After:



D. History:

The two parcels have historically been used agricultural purposes and as a residence. Staff is unaware of any other historic uses.

E. General Project Facts:

1. **Comprehensive Plan Designation:** The approved Comprehensive Plan Future Land Use map indicates a *Medium Density* designation for these parcels. The two subject parcels are currently zoned A (Agriculture). In accordance with KCC 5-3-2, staff views this Lot Line Adjustment request to be consistent with the Future Land Use map.

2. **Surrounding Current Land Uses:**

Direction	Current Zoning	
North	RR	Rural Residential – Ada County
South	A RR	Agriculture – Kuna City Rural Residential – Ada County
East	A	Agriculture – Kuna City
West	RR	Rural-Residential – Ada County

3. **Parcel Numbers:** S1322223010 (Parcel A), S1322223400 (Parcel B).

4. **Parcel Sizes and Current Zoning:**

Parcel	Current Size (Acres)	Zoning
A. 1206 N. Black Cat Road	66.29	Agriculture
B. 1206 N. Black Cat Road	9.98	Agriculture

5. **Services:**
   Fire Protection – Kuna Rural Fire District
   Police Protection – Kuna City Police (Ada County Sheriff)
   Sanitary Sewer– City of Kuna (Future)
   Potable Water – City of Kuna (Future)
   Irrigation District – Boise Kuna (BKID)
   Sanitation Services – J&M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**
   Parcel A has no existing structures. Parcel B has an approximately 2,982 square foot dwelling, a 288 square foot carport and four outbuildings. Vegetation on site is consistent with that of crop fields. The site is relatively flat with an average slope of 0 to 6%.

7. **Transportation / Connectivity:** Access the parcels is guaranteed via an existing access drive from N. Black Cat Road.

8. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts associated with this application.

F. Staff Analysis:

The lot line adjustment goal is to facilitate the future sale of the property. The adjustment of these parcels will be beneficial in creating an area more suitable for the future development of the site. The future land use designation of these parcels is medium density residential. If approved the lot line adjustment will yield the following results:

- Parcel A: 66.29 Acres (Current), 70.23 Acres (Proposed)
- Parcel B: 9.98 Acres (Current), 3.09 Acres (Proposed)

Staff has no concerns about this land owner adjusting the size of the two lots. Staff views this proposed action to be consistent with the surrounding uses and the approved Future Land Use Map designation. Staff recommends that if the Planning and Zoning Commission approves Case No. 20-02-LLA that the applicant be subject to the recommended conditions of approval listed in section "I" of this report.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5;
2. City of Kuna Special Developments Ordinance No. 2011-14
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. Comprehensive Plan Analysis:

The Kuna City Council may (accept or reject) the Comprehensive Plan components, and has determined the proposed lot line adjustment for the site (*is/is not)* consistent with the following Comprehensive Plan components as described below:

Goal Area 3: Kuna's Land Uses will Support a Desirable, Distinct and Well-Designed Community.

- Goal 3.G: Respect and protect private property rights
  - Objective 3.G.1: Ensure land use policies, restrictions, and fees do not violate private property rights.
    - Policy 3.G.1.b: Ensure City land use actions, decisions, and regulations will not cause an unconstitutional regulatory taking of private property, and do not effectively eliminate all economic value of the subject property.
    - Policy 3.G.1.c: Ensure City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

I. Proposed Decision by the Council:

Note: This proposed motion is for approval/conditional approval/denial of this request. However, if the Council wishes to approve or deny specific parts of the request as detailed in the staff report, those changes must be specified.

Based on the facts outlined in staff's report, the case file and any discussion at the public meeting, the City Council of Kuna, Idaho, hereby approves/conditionally approves/denies Case No. 20-02-LLA, a Lot Line Adjustment request by B&A Engineers; with the following conditions of approval:

1. Have the applicant's representative engineer-surveyor record the following documents:
   a. Record of Survey,
   b. Execute and record the necessary deeds to accomplish the property boundary adjustments as approved,
   c. Provide copies of the **recorded** record of survey and recorded new deeds, to the Planning and Zoning Department as evidence of compliance.
2. Applicant and/or owners shall complete the aforementioned conditions **within one (1) year of the City Council's Order of Decision** for this application; otherwise any approvals will be considered null and void.
3. The applicant shall adhere to all agency and city staff recommendations.
4. Applicant shall work with Kuna and ACHD for Linder Road improvements.
5. The applicant shall comply with all federal, state and local laws.

DATED: this 2nd day of June, 2020

received
3.5.2020

CityofKuna
Planning& Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	20-02-LLA
Project name	Tim Gordon LLA No.2
Date Received	3-5-20
Date Accepted/ Complete	3.10.20
Cross Reference Files	—
Commission Hearing Date	—
City Council Hearing Date	6.2.20

Type of Review (check all that apply):

- ☐ Annexation
- ☐ Appeal
- ☐ Comprehensive Plan Amendment
- ☐ Design Review
- ☐ Development Agreement
- ☐ Final Planned Unit Development
- ☐ Final Plat
- ☒ Lot Line Adjustment
- ☐ Lot Split
- ☐ Planned Unit Development
- ☐ Preliminary Plat
- ☐ Rezone
- ☐ Special Use
- ☐ Temporary Business
- ☐ Vacation
- ☐ Variance

Contact/Applicant Information

Owners of Record: Timothy Gordon
Address: 1206 N. Black Cat Road
City, State, Zip: Kuna Idaho 83634
Phone Number:
E-Mail:
Fax #:

Applicant (Developer): David Crawford B&A Engineers, Inc.
Address: 5505 W. Franklin Road
City, State, Zip: Boise, Idaho 83705
Phone Number: 208-343-3381
E-Mail: dacrawford@baengineers.com
Fax #:

Engineer/Representative: Joseph D. Canning B&A Engineers, Inc.
Address: Same as applicant
City, State, Zip:
Phone Number:
E-Mail:
Fax #:

Subject Property Information

Site Address: 1206 N. Black Cat Kuna, Idaho 83634
Site Location (Cross Streets): West of N. Black Cat Road, South of W. Deer Flat Rd. & East of N. Ten Mile Road
Parcel Number (s): S132222340, S1322223010
Section, Township, Range: Sec 22 T2N R1W
Property size : 77.23 AC.
Current land use: Ag/Residential
Proposed land use: No Change
Current zoning district: A
Proposed zoning district: No Change

Project Description

Project / subdivision name: Gordon Property Boundary Adjusted

General description of proposed project / request: To change size of parcels

Type of use proposed (check all that apply):

- ☒ Residential
- ☐ Commercial
- ☐ Office
- ☐ Industrial
- ☐ Other

Amenities provided with this development (if applicable):

Residential Project Summary (if applicable)

Are there existing buildings? ☒ Yes ☐ No

Please describe the existing buildings: Home and Out Building

Any existing buildings to remain? ☒ Yes ☐ No

Number of residential units: 1 Number of building lots:

Number of common and/or other lots:

Type of dwellings proposed:

- ☒ Single-Family
- ☐ Townhouses
- ☐ Duplexes
- ☐ Multi-Family
- ☐ Other

Minimum Square footage of structure (s):

Gross density (DU/acre-total property): Net density (DU/acre-excluding roads):

Percentage of open space provided: Acreage of open space:

Type of open space provided (i.e. landscaping, public, common, etc.):

Non-Residential Project Summary (if applicable)

Number of building lots: Other lots: 1

Gross floor area square footage: Existing (if applicable):

Hours of operation (days & hours): Building height:

Total number of employees: Max. number of employees at one time:

Number and ages of students/children: Seating capacity:

Fencing type, size & location (proposed or existing to remain):

Proposed Parking:

a. Handicapped spaces: Dimensions:
b. Total Parking spaces: Dimensions:
c. Width of driveway aisle:

Proposed Lighting:

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.):

Applicant's Signature: Date: 3/9/20

received
3.5.2020

City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Lot Line Adjustment Checklist

A Lot Line Adjustment request does not require a public hearing, and will be scheduled for a regular City Council meeting as a regular agenda item.

Project name: Timothy Gordon PLA

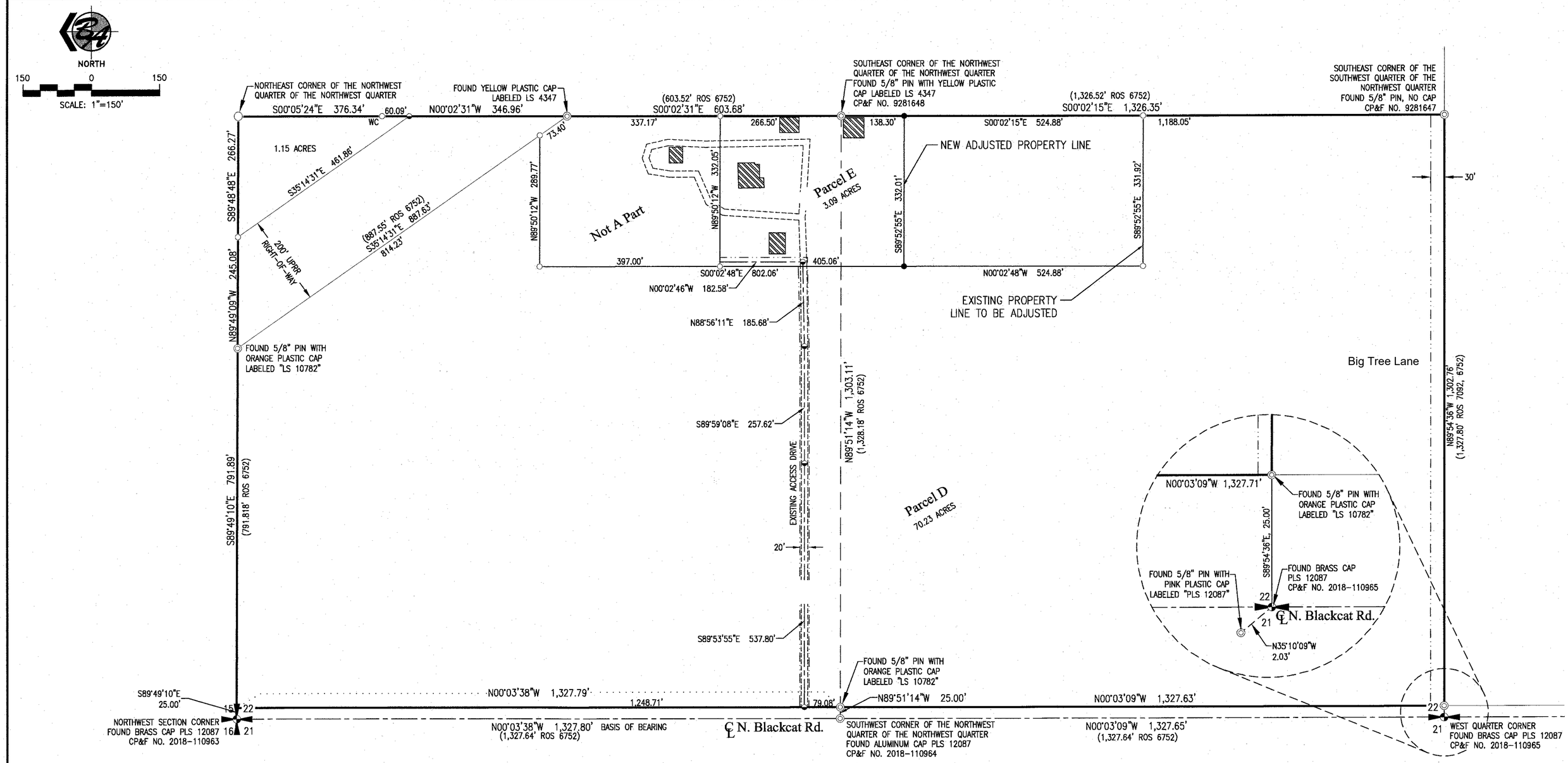
Applicant: Dave Crawford BTA Engineers

All applications are required to contain one copy of the following:

Applicant (√)	Description	Staff (√)
X	Completed and signed Commission & Council Review Application.	
X	Detailed submittal letter explaining how the project enhances and beautifies the community and types of services the project will provide and/or reason for the lot line adjustment.	
X	Legal description of the property: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	
X	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties).	
X	8 1/2 x 11 vicinity map showing streets, driveways, property lines, etc.	
X	A sketch showing the proposed lot line adjustment. The sketch shall include the following information: ◊ Current lot size including dimensions, square-footage and street frontage. ◊ Proposed new location of the lot line and new dimensions, square-footages and street frontages. ◊ Streets, surrounding land uses, etc. ◊ Existing and proposed public improvements including sidewalk, streets, lighting, landscaping, natural features, etc, if applicable.	

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a hearing date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.



Notes

1. This property is currently zoned R-1C.
2. All existing buildings are accurately depicted.

Survey Narrative

1. Survey Purpose: To adjust the property line between Parcel D and E.
2. Boundary Establishment:
   The boundary of this property was primarily determined by using information provided in Trust Transfer Deed Instrument No. 110050250, Warranty Deed Instrument Number 103138514, and Record of Survey 11627, records of Ada County, Idaho. Monuments shown as found on this survey were honored and accepted.

Legend

———	SURVEYED BOUNDARY
— — — — —	SECTION LINE / CENTERLINE
— — — — —	SECTION LINE, WHEN NOT COINCIDENT WITH
— · — · — · —	EXISTING 30' ROAD ACCESS RIGHT-OF-WAY
———	ADJOINING PROPERTY LINE
— · — · — · —	DEED REFERENCE LINES
———	NEW PARCEL LINE
◉	FOUND MONUMENT, TYPE NOTED
○	FOUND 1/2" REBAR
○	FOUND 1" REBAR, NO CAP
◎	FOUND 5/8" PIN
●	SET 1/2"X24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
WC	WITNESS CORNER
◒	CALCULATED POINT, NOT FOUND OR SET
▨	EXISTING BUILDING
✚	SECTION CORNER
◎	QUARTER CORNER

Surveyor's Certificate

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS RECORD OF SURVEY HAS BEEN PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS RECORD OF SURVEY IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT OF IDAHO CODE 55-1601 THROUGH 55-1612.

JOSEPH D. CANNING, L.S. 4116

REGISTERED LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D CANNING

County Recorder's Certificate

STATE OF IDAHO)
) SS. INSTRUMENT NO._____
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF

_____

AT _____ MINUTES PAST _____ O'CLOCK __M.,
THIS _____ DAY OF _____, _____.
FEE:_____

EX-OFFICIO RECORDER: CHRISTOPHER D. RICH
DEPUTY:_____

Record of Survey
Property Line Adjustment For:
Timothy Gordon

PARCELS OF LAND SITUATE IN THE WEST HALF OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

DATE: FEBRUARY 28, 2020
SURVEY BY: K.A. CRAWFORD
DRAWN BY: DAC/KK
JOB NUMBER: GT12

INDEX NO. 214-22-4-0-0-00-0000

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

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

received
3. 5. 2020

Timothy Gordon
Land Description
Parcel D

March 4, 2020

A parcel of land situate in the west half of the northwest quarter of Section 22, Township 2 North, Range 1 West, Boise Meridian, Boise City, Ada County, Idaho, being more particularly described as follows:

Commencing at the northwest section corner of said Section 22 and the centerline of North Black Cat Road, thence S89°49'10"E, 25.00 feet along the northerly boundary of said Section 22 to the easterly right-of-way of North Black Cat Road and to the ***Point of Beginning:***

Thence continuing along the northerly boundary of said Section 22, S89°49'10"E, 791.89 feet to the southwesterly boundary of the Union Pacific Rail Road right-of-way;

Thence along the southwesterly boundary of the Union Pacific Rail Road right-of-way S35°14'31"E, 814.23 feet;

Thence N89°50'12"W, 289.77 feet;

Thence S00°02'48"E, 802.06 feet;

Thence S89°52'55"E, 332.01 feet to the easterly boundary of the west half of the northwest quarter of said Section 22;

Thence along the easterly boundary of the west half of the northwest quarter of said Section 22, S00°02'15"E, 1,188.05 feet to the southeast corner of the southwest quarter of the northwest quarter of said Section 22;

Thence N89°54'36"W, 1,302.76 feet along the southerly boundary of the northwest quarter of said Section 22 to the easterly right-of-way of North Black Cat Road;

Thence N00°03'09"W, 1,327.63 feet along the easterly right-of-way of North Black Cat Road and along a line 25.00 feet easterly of and parallel with the westerly boundary of the northwest quarter of said Section 22;

Thence N00°03'38"W, 1,327.79 feet along the easterly right-of-way of North Black Cat Road and along a line 25.00 feet easterly of and parallel with the westerly boundary of the northwest quarter of said Section 22 to the ***Point of Beginning.***

AND INCLUDING THE FOLLOWING:

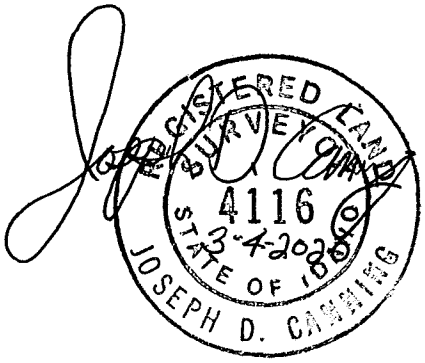
A parcel of land situate in the west half of the northwest quarter of Section 22, Township 2 North, Range 1 West, Boise Meridian, Boise City, Ada County, Idaho, being more particularly described as follows:

Commencing at the northwest section corner of said Section 22 and the centerline of North Black Cat Road; thence S89°49'10"E, 791.89 feet along the northerly boundary of said Section 22; thence S89°49'09"E, 245.08 feet along the northerly boundary of said Section 22 to the northeasterly boundary of the Union Pacific Rail Road right-of-way and to the ***Point of Beginning:***

> Thence continuing along the northerly boundary of said Section 22, S89°48'48"E, 266.27 feet to the northeast corner of the northwest quarter of the northwest quarter of said Section 22;
>
> Thence S00°05'24"E, 376.34 feet along the easterly boundary of the west half of the northwest quarter of said Section 22 to the northeasterly boundary of the Union Pacific Rail Road right-of-way;
>
> Thence N35°14'31"W, 461.86 feet along the northeasterly boundary of the Union Pacific Rail Road right-of-way to the ***Point of Beginning.***

Comprising 70.23 Acres, more or less.

Subject to easements of record or apparent.



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

received
3.5.2020

Timothy Gordon
PLA Land Description
Parcel E

March 4, 2020

A parcel of land situate in the west half of the northwest quarter of Section 22, Township 2 North, Range 1 West, Boise Meridian, Boise City, Ada County, Idaho, being more particularly described as follows:

Commencing at the northwest section corner of said Section 22 and the centerline of North Black Cat Road; thence S89°49'10"E, 25.00 feet along the northerly boundary of said Section 22 to the easterly right-of-way of North Black Cat Road; thence continuing along the northerly boundary of said Section 22, S89°49'10"E, 791.89 feet to the southwesterly boundary of the Union Pacific Rail Road right-of-way; thence along the southwesterly boundary of the Union Pacific Rail Road right-of-way, S35°14'31"E, 887.63 feet to the easterly boundary of the west half of the northwest quarter of said Section 22; thence along the easterly boundary of the west half of the northwest quarter of said Section 22 S00°02'31"E, 337.17 feet to the ***Point of Beginning:***

Thence N89°50'12"W, 332.05 feet;

Thence S00°02'48"E, 405.06 feet;

Thence S89°52'55"E, 332.01 feet to the easterly boundary of the west half of the northwest quarter of said Section 22;

Thence N00°02'15"W, 138.30 feet along the easterly boundary of the southwest quarter of the northwest quarter of said Section 22 to the southeast corner of the northwest quarter of the northwest quarter of said Section 22;

Thence N00°02'31"W, 266.50 feet along the easterly boundary of the northwest quarter of the northwest quarter of said Section 22 to the ***Point of Beginning.***

Comprising 3.09 Acres, more or less.

Subject to easements of record or apparent.



receive
3.5.2020

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
) ss.
County of Ada)

I, TIM GORDON (Name), 1206 N. BLACK CAT RD. (Address)
KUNA (City), ID (State), 83634 (Zip Code)

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to B&A Engineers, Inc. (Name) 5505 W. Franklin Rd. Boise, ID. 8.705 (Address) to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s).

Dated this 8th day of January, 20 18

Timothy W. Gordon
Signature

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

Sandy J. Smallwood
Notary Public for Idaho

Residing at: Boise, ID

My commission expires: 7/24/2018

SANDY J. SMALLWOOD NOTARY PUBLIC STATE OF IDAHO

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 13.00 2
BOISE IDAHO 07/08/10 03:07 PM
DEPUTY Lisa Batt
RECORDED – REQUEST OF
Williams Bradbury
110063396

received
3.5.2020

QUITCLAIM DEED

FOR VALUE RECEIVED, Michael A. Green and Barbara J. Green, husband and wife, the Grantor, do hereby convey, release, remise and forever quitclaim unto Michael A. Green and Barbara J. Green, Trustees of The Green Family Revocable Trust Dated 5-14-2010, whose address is 17272 Forbes Lane, Huntington Beach, California, 92649, the Grantee, all of their right title and interest (consisting of an undivided 25% interest) in and to and the following described premises located in Ada County, Idaho, to wit:

See Exhibit A attached hereto

DATED this 21st day of June 2010.

Michael A. Green

Barbara J. Green

STATE OF CALIFORNIA)
) ss.
County of ORANGE)

On this 21ST day of June 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Green and Barbara J. Green, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

HIEU VIET TRAN
COMM. # 1779638
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. NOV. 12, 2011

NOTARY PUBLIC FOR CALIFORNIA
Residing at: HUNTINGTON BEACH
My commission expires: 11/12/2011

received
3.5.2020

A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

ADA COUNTY RECORDER J. DAVID NAVARRO 1
BOISE IDAHO 08/15/03 04:57 PM
DEPUTY Jamie Parsons
RECORDED-REQUEST OF
Pioneer
AMOUNT 3.00
103138514

234504

WARRANTY DEED

For Value Received KIM J. TROUT , AN UNMARRIED MAN WHO ACQUIRED TITLE AS A MARRIED MAN AND LINDA C. TROUT, AN UNMARRIED WOMAN WHO ACQUIRED TITLE AS A MARRIED WOMAN

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

TIMOTHY W. GORDON AND BELINDA S. GORDON, HUSBAND AND WIFE

hereinafter referred to as Grantee, whose current address is 1206 N. BLACKCAT ROAD, KUNA, ID 83634

the following described premises, to-wit:

The East 1/2 of the Southeast quarter of the Northwest quarter of the Northwest quarter and the East 1/2 of the Northeast quarter of the Southwest quarter of the Northwest quarter of Section 22, Township 2 North, Range 1 West of the Boise Meridian, in Ada County, Idaho, except that portion if any lying within the right of way of the Oregon short line railroad company.

Together with an easement for ingress and egress over and across a strip of land 30 feet in width the centerline of which is the centerline of existing road running from the West line of said tract to the East line of said Black Cat Road.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that 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.

Dated: August 13, 2003

Linda C. Trout

Kim J Trout

STATE OF ID. County of ADA, ss.

On this 13TH day of AUGUST, in the year of 2003, before me THE UNDERSIGNED, notary public personally appeared KIM J. TROUT AND LINDA C. 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.

STATE OF IDAHO NOTARY PUBLIC KATHY COONTZ

KATHY COONTZ
Notary Public of ID
Residing at BOISE
Commission expires: August 15, 2003

received
3.5.2020

B & A Engineers, Inc.
Consulting Engineers & Land Surveyors
5505 West Franklin Road. Boise, ID 83705
Telephone 208+343+3381 Facsimile 208+342+5792

Property Boundary Adjustment Application For: Tim Gordon Land

March 4, 2020

The purpose of the application is to adjust the parcel lines between two pieces of land to facilitate a sale of land.
Attached is a survey showing the adjusted parcels of land as Parcel D and Parcel E.

Access to the parcels are to be maintained at their current access points as shown on the attached map and via the attached legal descriptions for the access. These are anticipated to be recorded at the appropriate time to maintain access to the parcels.

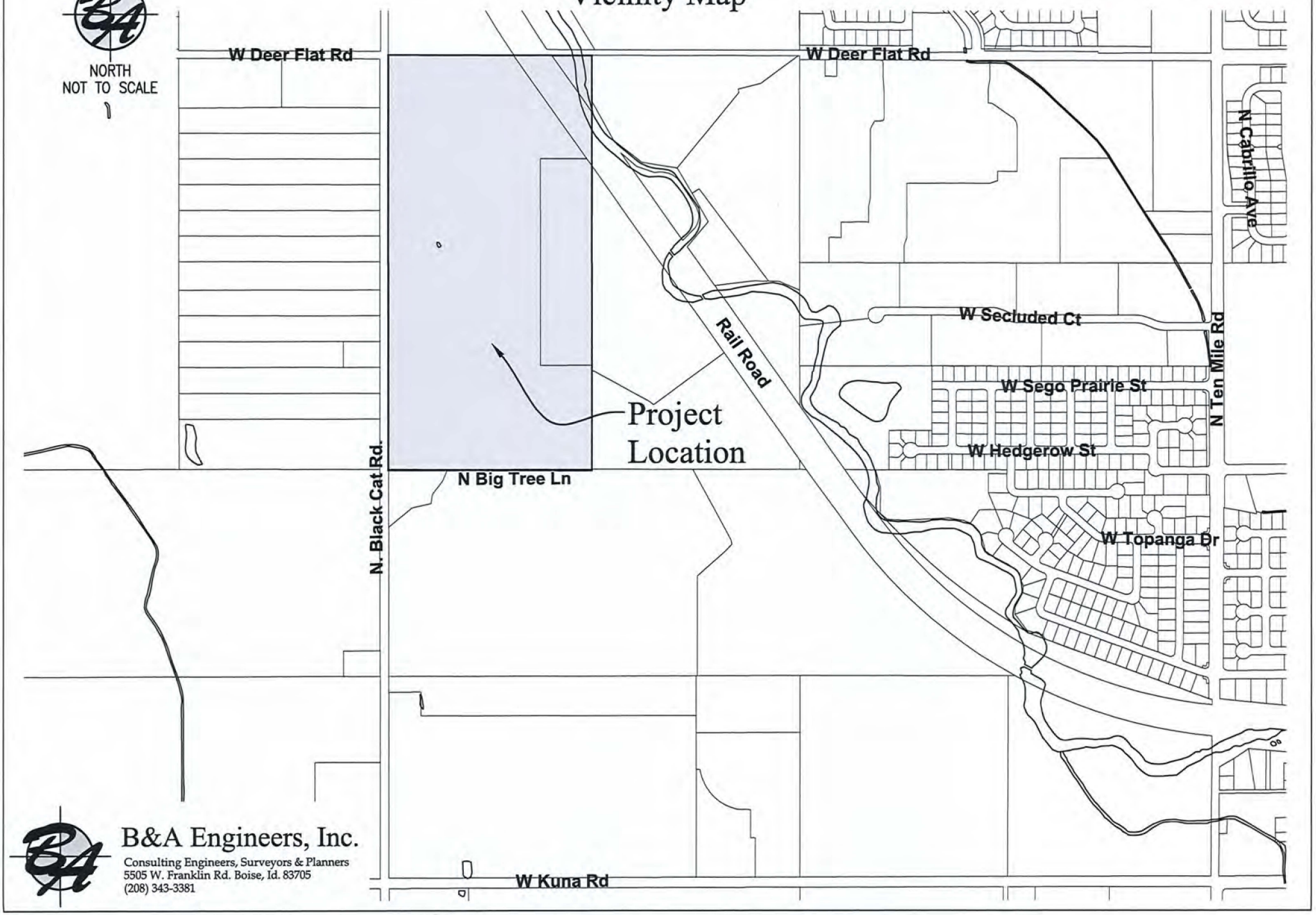
We respectfully request approval of the property boundary adjustment application. Should you have any questions or require additional information please contact me.

Sincerely,

David Crawford
B & A Engineers, Inc.

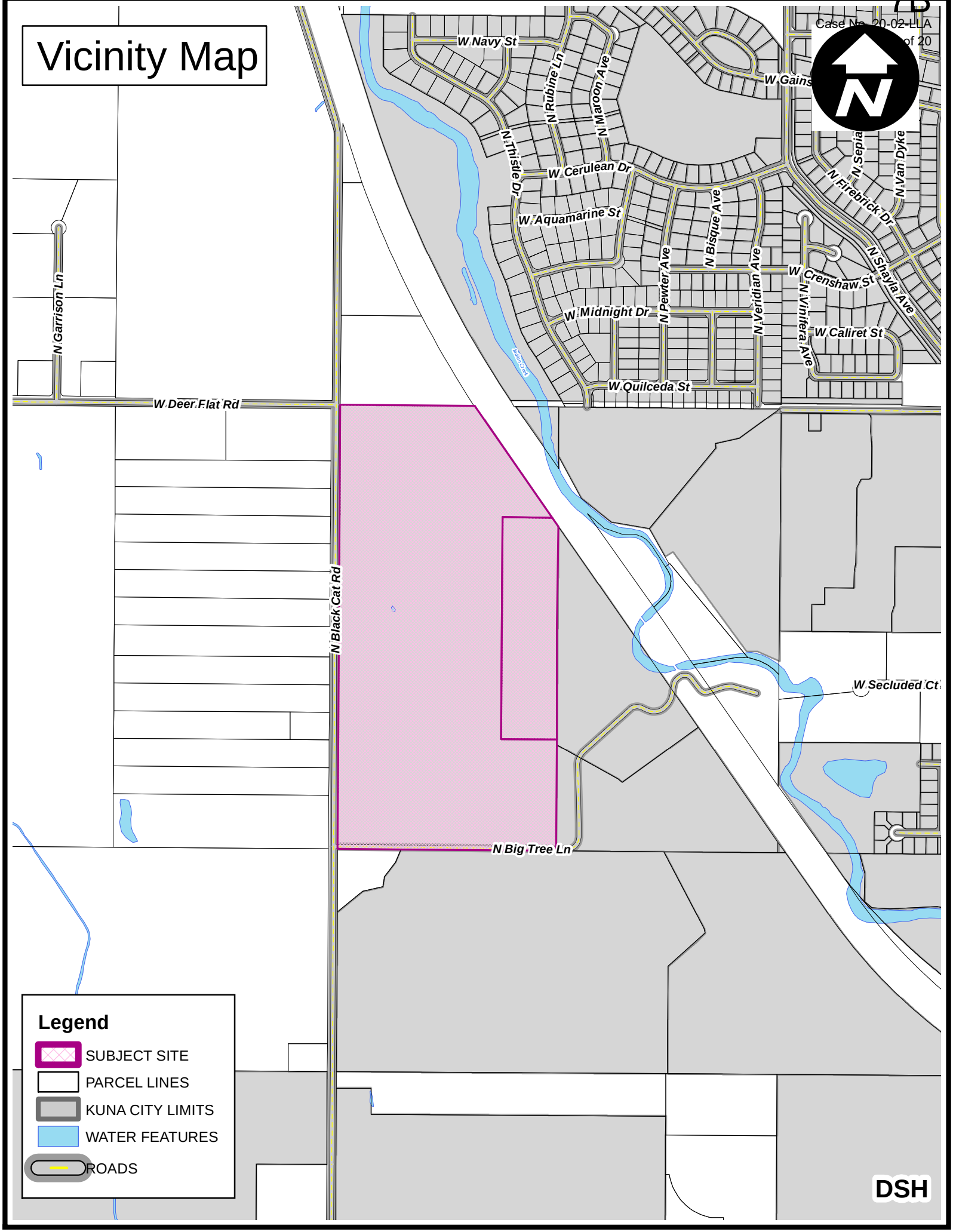
received
3.5.2020

Tim Gordon Survey
Vicinity Map



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Vicinity Map



Aerial Map


W Navy St
N Rubine Ln
N Maroon Ave
W Gains
N Thistle Dr
W Cerulean Dr
N Sepia
N Van Dyke
N Firebrick Dr
W Aquamarine St
N Bisque Ave
N Pewter Ave
N Veridian Ave
W Crenshaw St
N Shayla Ave
N Garrison Ln
W Midnight Dr
N Vinifera Ave
W Caliret St
W Quilceda St
W Deer Flat Rd
N Black Cat Rd
W Secluded Ct
N Big Tree Ln
Legend
SUBJECT SITE
WATER FEATURES
ROADS
DSH

Doug Hanson

From: Paul Stevens
Sent: Wednesday, March 25, 2020 10:10 AM
To: Doug Hanson
Subject: RE: 20-02-LLA 1206 N. Black Cat Road

Thank you. I think the record of survey should be amended to show this a little better. Rule of thumb, if the receptionist can't understand it, re write.

Paul A. Stevens, PE
F lw|#ri#Nxqd##Iqj lqhhu#
Skrqh#53;5;:4:5:#
#
#
:84#Z #7wk#7w##
SR#Er{#46#
Nxqd/#G#6967#

#

From: Doug Hanson <dhanson@kunaid.gov>
Sent: Wednesday, March 25, 2020 9:35 AM
To: Paul Stevens <PStevens@kunaid.gov>
Subject: RE: 20-02-LLA 1206 N. Black Cat Road

Paul,

I looked it over with Troy and the attachment is how we are interpreting the change. The western boundary will remain, however it will be shortened with the southern boundary moving north. Effectively yielding these results (approximately):

Parcel	Current Size (Acres)	Future Size (Acres)
A. 1206 N. Black Cat Road	66.29	70.23
B. 1206 N. Black Cat Road	9.98	3.09

If this still raises any concerns please let me know.

Doug Hanson
Planner 1
City of Kuna
751 W 4th St
Kuna, ID 83634

From: Paul Stevens <PStevens@kunaid.gov>
Sent: Wednesday, March 25, 2020 8:42 AM

To: Doug Hanson <dhanson@kunaid.gov>
Subject: RE: 20-02-LLA 1206 N. Black Cat Road

Good morning, Doug:

I looked at the Record of Survey. It isn't clear what they are planning to do.

Looks like they want to move the south boundary about 300 feet north. If they do, the western boundary goes away which isn't shown. If they are adding a boundary line, it would make a new lot which I doubt is ok.

Let me now what you know and I'll decide if there are pertinent comments from me.

Have an excellent day!

Paul A. Stevens, PE
F lw|#ri#Nxqd##Iqj lqhhu#
Skrqh#53;05;:04:5:#
#
#
:84#Z #7wk#Vw##
SR#Er{#46#
Nxqd/#G#;6967#

#

From: Doug Hanson <dhanson@kunaid.gov>
Sent: Tuesday, March 10, 2020 9:49 AM
To: Paul Stevens <PStevens@kunaid.gov>
Subject: 20-02-LLA 1206 N. Black Cat Road

Paul,

Please let me know if you have any comments on the attached lot line adjustment application. The City Council date is set for May 5, 2020.

Best,

Doug Hanson
Planner 1
City of Kuna
751 W 4th St
Kuna, ID 83634

INFORMED CONSENT TO REPRESENTATION

Consenting: Board of Commissioners, Kuna Rural Fire District
Mayor and Council, City of Kuna

Subject Matter Relative to Subject of Consent:

"First Amended and Reformed City of Kuna and Kuna Rural Fire District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements"

Parties:

City of Kuna	PO Box 13, Kuna, ID 83634
Kuna Rural Fire District	PO Box 607 Kuna, ID 83634

Specific Request for Consent: Wm. F. Gigray, III of the firm of White Peterson Gigray & Nichols, P.A. to provide review and advice to the Board of Commissioners of the Kuna Rural Fire District and the Mayor and City Council members of the City of Kuna in regards to the drafting, on behalf of the Kuna Rural Fire District the above referenced First Amended and Reformed Agreement in order to update the Agreement which provides for the imposition and collection impact fees by the City on behalf of the Fire District.

GENERAL RULE OF THE IDAHO RULES OF PROFESSIONAL CONDUCT DISCLOSURE

It is disclosed that **Rule 1.7 Conflict of Interest: General Rule of the Idaho Rules of Professional Conduct** provides as follows:

Rule 1.7 - Conflict of Interest: Current Clients

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) The representation of one client will be directly adverse to another client; or

(2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by the personal interests of the lawyer, including family and domestic relationships.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

(1) The lawyer reasonably believes that the lawyer will be able to provide a competent and diligent representation to each affected client;

(2) The representation is not prohibited by law;

(3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and

(4) Each affected client gives informed consent, confirmed in writing.

LEGAL REPRESENTATION DISCLOSURES

Said attorney has advised and represents as follows:

- That Wm. F. Gigray, III of White Peterson, P.A. law firm has been asked by the Board of Commissioners of the Kuna Rural Fire District, the Mayor and City Council members of the City of Kuna to draft and advise them concerning the above referenced "First Amended and Reformed City of Kuna and Kuna Rural Fire District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements"; and

- That the Board of Commissioners of the Kuna Rural Fire District, the Mayor and City Council members of the City of Kuna have each been advised that they may consult independent counsel to review this Consent; and

- That Wm. F. Gigray, III will be able to provide competent and diligent representation to Board of Commissioners of the Kuna Rural Fire District and the Mayor and City Council members of the City of Kuna in the negation and finalizing of the above referenced "First Amended and Reformed City of Kuna and Kuna Rural Fire District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements"; and

- That Wm. F. Gigray, III believes he will be able to provide competent and diligent representation to each affected client; and

- That his representation of the respective parties is not prohibited by law; and

- The representations in this matter do not at this time involve the assertion by one client of a claim against another client, and the same is not anticipated.

Dated: _____ Signed: Wm. F. Gigray, III _____

ACKNOWLEDGEMENT AND CONSENT

The Board of Commissioners of the Kuna Rural Fire District and the Mayor and City Council members of the City of Kuna that they:

- Have been consulted, and the implications of the common representation and risks and advantages involved have been explained.

- Acknowledge consent in writing to the representation by Wm. F. Gigray, III to provide review and advice regarding the above referenced "First Amended and Reformed City of Kuna and Kuna Rural Fire District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements".

CITY OF KUNA

Date Signed	Name & Title	Signature
	By Joe Stear, Mayor	

KUNA RURAL FIRE DISTRICT

Date Signed	Name & Title	Signature
	M.G. "Bud" Beatty, Jr. Chairman of the Board of Commissioners	

P:\yasu\Impact Fee Intergovernmental Agreements all jurisdictions\Kuna Rural Fire District\Informed Consent to Representation Kuna Rural City of Kuna .docx

RESOLUTION NO. R31-2020
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:

- **MAKING CERTAIN FINDINGS; AND**
- **APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT WITH THE KUNA RURAL FIRE DISTRICT ENTITLED "*FIRST AMENDED AND REFORMED INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEM IMPROVEMENTS*"; AND**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kuna, Ada County, State of Idaho:

Section 1: Findings

It is hereby found by the City Council that:

1.1 Due to considerable growth within the City of Kuna which has an impact upon the Kuna Rural Fire District's ability to service new growth and development within the City with the same level of service in reliance upon the Fire District's existing income sources; and

1.2 The City has been requested by and has negotiated with the Kuna Rural Fire District to use its ordinance authority to impose a development impact fee for the Fire District's Systems Improvements; and

1.3 As a necessary part of the process of establishing a Fire District development impact fee in addition to the approval of an Ordinance by the City, pursuant to Idaho Code Section 67-8204A, the Fire District and the City have negotiated the following agreement with the Kuna Rural Fire District: the *First Amended And Reformed Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District System Improvements* (the "Intergovernmental Agreement"); and

1.4 The "Purposes & Authority" section of the Intergovernmental Agreement set forth the authority, intentions, purposes, consideration and reasons the Kuna Rural Fire District and this City for entering into the Intergovernmental Agreement and which Purposes & Authority are therefore by this reference incorporated herein as if set forth at length.

Section 2: Action authorization of Mayor and City Clerk to execute the Intergovernmental Agreement

That the Mayor and the City Clerk of this City, are hereby authorized, as the agents of this City, to execute the Intergovernmental Agreement, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein and thereby fully bind this City to its terms and conditions upon the same being approved and executed by the Kuna Rural Fire District.

Section 3: Directing the City Clerk

The City Clerk is hereby directed to retain this resolution in the official records of the City and to provide a certified copy of this resolution to the District Secretary of the Kuna Rural Fire Department, and provide a copy to the City's attorney.

Section 4: Effective Date

This Resolution shall be in full force and effect after its passage and approval.

PASSED BY THE COUNCIL of Kuna Idaho this 2nd day of June, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 2nd day of June, 2020.

_____
Joe Stear, *Mayor*

ATTEST:

_____
Chris Engels, *City Clerk*

CITY OF KUNA
ADA COUNCY, STATE OF IDAHO

Certification of Resolution No. R31-2020

STATE OF IDAHO)
: ss.
County of Ada)

I certify that this is a true and correct copy of Resolution No. R31-2020 an original record of the City of Kuna, Ada County, State of Idaho, in the possession of Chris Engels, City Clerk of the City of Kuna.

Dated: _____

_____
Signature of Notary Public

My commission expires:_____

[seal]

EXHIBIT A

CITY OF KUNA AND KUNA RURAL FIRE DISTRICT

FIRST AMENDED AND REFORMED INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEM IMPROVEMENTS

[Idaho Code §§ 67-8204A & 67-2328]

THIS INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT (the "Agreement") is entered into by and between City of Kuna (City) and Kuna Rural Fire District ("Fire District") as an Intergovernmental Agreement as provided for in Idaho Code §67-8204A.)

DEFINITIONS

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

Act: Means and refers to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code as it may be amended or restated from time to time.

Agreement: Means and refers to this *First Amended and Reformed City of Kuna and Kuna Rural Fire District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*.

Capital Improvements Plan: Means and refers to the most recent *Impact Fee Study and Capital Improvements Plan*, adopted by the City and the Fire District pursuant to the Act which defines the Fire District's Service Area.

City: Means and refers to the City of Kuna, Idaho, Party to this Agreement.

Fire District: Means and refers to Kuna Rural Fire District, Party to this Agreement.

Fire District Board: Means and refers to the Board of Commissioners of the Fire District.

Joint Advisory Committee: Means and refers to the *City of Kuna and Kuna Rural Fire District Joint Development Impact Fee Advisory Committee* formed and staffed by the City and the Fire District pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions, or updates of the same.

Ordinance: Means and refers to the City's *Kuna Rural Fire District Development Impact Fee Ordinance No. 2018-14* together with any amendments thereto approved subsequent to the date of this Agreement.

Party/Parties: Means and refers to the City and/or the Fire District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.

Service Area: Means and refers to a service area as defined in the Act at Idaho Code § 67-

8203 (26).

System Improvements: Means and refers to capital improvements to public facilities designed to provide service to a service area as defined in the Act at Idaho Code § 67-8203(28).

Trust Fund: Means and refers to the Fire District Development Impact Fee City of Kuna Capital Projects Trust Fund established by the Fire District pursuant to the Ordinance and pursuant to Idaho Code § 67-8210(1).

PURPOSES & AUTHORITY

Purpose. The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvement Plan and the Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the City and within the boundaries of the Fire District which are not within a city, and to further the best interest of the Parties and amends and reforms the *City of Kuna and Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements* approved by the City of Kuna City Council on April 3, 2018, and signed by the Mayor of the City of Kuna on April 3, 2018, as City of Kuna Resolution No. R 27-2018.

1. Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers, privileges, and authorities to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82 Idaho Code.

2. Idaho Code § 67-8204A provides that the City has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for system improvements when they are jointly affected by development.

3. The Fire District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal.

4. The City is experiencing considerable growth and development, and the City and Fire District are both affected by said development.

5. In anticipation and in consideration of the City of Kuna City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Parties will establish and appoint, pursuant to Idaho Code § 67-8205, the Joint Advisory Committee consisting of not fewer than five (5) members. Two (2) shall be members of the local community active in development, building or real estate.

6. Fire District has provided the City with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Joint Advisory Committee appointed by Fire District as provided in Idaho Code §§ 67-8205 and 67-8206(2).

7. Adoption of the Capital Improvements Plan by the City of Kuna City Council and the Fire District Board were in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1) as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant, and agree as follows:

AGREEMENT

ARTICLE I
COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT

The Fire District shall at all times:

1.1 Abide by the terms and conditions required of Fire District as set forth in the Ordinance and any amendments to the same; and

1.2 Maintain and staff the position of Fire District Administrator to manage and perform the duties and responsibilities of the Fire District Administrator as set forth in the Ordinance including all determinations of extraordinary impact; and

1.3 Establish and maintain the Trust Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code § 67-8210 and any amendment or recodification of the same; and

1.4 Pay the following costs:

1.4.1 Costs associated with the Joint Advisory Committee;

1.4.2 Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the Fire District;

1.4.3 Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by the Fire District;

1.4.4 Costs associated with the Fire District's performance of this Agreement;

1.4.5 Cost associated with an appeal of a claim of exemption;

1.4.6 Legal costs and fees of any action brought by a Fee Payer or Developer

involving a determination of the Fire District under the provisions of the Ordinance; and

1.5 Be solely responsible for the Fire District's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

ARTICLE II
COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY

The City shall:

2.1 Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of Fire District Impact Fees in accordance with the terms of the Ordinance; and

2.2 Remit all Fire District Impact Fees collected by the City to the Fire District for deposit in the Trust Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code § 67-8210; and

2.3 Be solely responsible for the City's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

ARTICLE III
ADMINISTRATION AND STAFFING

3.1 **Joint Advisory Committee; Membership; Officers.**

3.1.1 **Joint Advisory Committee Membership.** Members shall be appointed by the City of Kuna City Council and confirmed by the Board of Commissioners of the Fire District for a term of one (1) year or until a successor is appointed in his/her place, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development or real estate, and at least two (2) or more members shall not be employees or officials of the City or Fire District.

3.1.2 **Charge.** The Joint Advisory Committee shall serve as an advisory committee to the City of Kuna City Council and to the Fire District Board, and is charged with the following responsibilities:

3.1.2.1 Assist the City and Fire District in adopting land use assumptions, review the Capital Improvements Plan, and monitor and evaluate implementation of the Capital Improvements Plan;

3.1.2.2 File with the Fire District Administrator and the City of Kuna City Council, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire

District Impact Fees;

3.1.2.3 Advise the City of Kuna City Council and to the Fire District Board of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and

3.1.2.4 Fire District shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan, and periodic updates of the Capital Improvements Plan.

3.1.3 **Joint Advisory Committee Organization.** The Fire District Administrator shall staff the Joint Advisory Committee in order to provide needed information for the Committee's review and to provide for its compliance with Idaho Open Meetings Law (Chapter 2, Title 74 Idaho Code).

3.1.3.1 The Joint Advisory Committee shall select officers, which include a Chairman, Vice Chairman, and a Secretary of the Committee.

3.1.3.2 The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.

3.1.3.3 The Fire District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.

3.1.3.4 The Committee shall establish a regular meeting schedule.

3.1.3.5 The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City of Kuna City Council and Fire District's Board of Commissioners.

3.1.3.6 Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.

3.1.3.7 A majority vote of those present at any meeting is sufficient to

carry motions.

3.1.4 Reporting. The Joint Advisory Committee reports directly to the City of Kuna City Council and to the Fire District Board.

3.1.5 **City of Kuna City Council and Fire District Board of Commissioners Review of Committee's Reports and Recommendations.** The City of Kuna City Council and Fire District Board shall each consider the Committee's recommended revision(s) at least once every twelve (12) months. The Joint Advisory Committee's recommendations and the City of Kuna City Council's and Fire District Board actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, so that the Fire District Impact Fee charged to the Development shall not exceed a Proportionate Share of the System Improvement Costs, and that the procedures for administering Fire District Impact Fees remain efficient.

3.1.6 **Annual Report.** As part of its annual audit process Fire District shall prepare an annual report for the City of Kuna City Council and Fire District Board describing:

3.1.6.1 The amount of all development impact fees collected, appropriated, and spent during the preceding year by category of public facility and service area; and

3.1.6.2 The percentage of tax and revenues other than impact fees collected, appropriated, or spent for system improvements during the preceding year by category of public facility and service area.

3.1.7 **Staffing.**

3.1.7.1 The administration and performance by the City of the Ordinance shall be under the direction of the City of Kuna.

3.1.7.2 The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator.

ARTICLE IV
DELIVERY OF FIRE IMPACT FEES TO THE FIRE DISTRICT

4.1 **Remittance of Fees to Fire District.** Fire District Impact Fees collected by the City shall be delivered to the Fire District on a monthly basis.

4.2 **Administrative Fee.** The Fire District agrees to pay the City an administrative fee of SEVEN and No/100ths [$7.00] per building permit for the calculation, collection, and

remittance of Fire District Impact Fees performed by City staff. The Fire District agrees to pay the total monthly administrative fee owed the City within thirty (30) days after receipt of City's invoice.

4.3 **Manner of Financing.** All financing of the cooperative undertaking established pursuant to this Agreement shall be the responsibility of Fire District as provided in Article I § 1.4

ARTICLE V
INDEMNIFICATION

5.1 To the extent permitted by law, Fire District shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of City related to the Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the Ordinance, and/or any claim involving the administration of impact fees as provided by this Agreement. In the event of such claim, Fire District shall defend such allegations and Fire District shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and reimbursement for defense shall be limited to only those claims, and only to the extent that Fire District itself could be liable under state and federal statutes, regulations, common law, and other law.

5.2 To the extent permitted by law, City shall defend, indemnify, and hold Fire District, its officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of City, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of Fire District herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

ARTICLE VI
SERVICE AREA

6.1 Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities [public safety facilities, for fire and emergency medical and rescue facilities Idaho Code § 67-8203(24)(f)] provide service to development within that geographic area on the basis of sound planning or engineering principles or both.

6.2 The adopted Capital Improvements Plan defines the Fire District's Service Area which includes area within the City of Kuna located within the boundaries of the Fire District.

ARTICLE VII
TERM/TERMINATION/AMENDMENT

7.1 **Term.** This Agreement shall continue in force and effect perpetually from its execution date.

7.2 **Party Termination.** This Agreement may be terminated by either Party upon ninety (90) day notice in writing to the other Party. Upon termination, City shall remit all collected Fire District Impact Fees as provided in the Ordinance.

7.2.1 Any notice of intent to terminate shall include a proposal regarding repeal of the Ordinance.

7.2.2 No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Trust Fund.

7.3 **Amendment.** This Agreement may be amended only by written agreement of the Parties.

ARTICLE VIII
GENERAL PROVISIONS

8.1 **Notice and Delivery of Documents to City.** The contact information for purposes of notice to and/or delivery of documents to the City is as follows:

City of Kuna City Clerk
City Hall
751 W. 4th Street
P.O. Box 13
Kuna, Idaho 83634
cengels@kunaid.gov

8.2 **Notice and Delivery of Documents to Fire District.** The contact information for purposes of notice to and/or delivery of documents to the Fire District is as follows:

Kuna Rural Fire District
Attn: Fire District Administrator
150 W. Boise Street
P.O. Box 607
Kuna, Idaho 83634
khinkle@kunafire.com

8.3 **Third Party Beneficiaries.** Each Party to this Agreement intends that this

Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.

8.4 **Severability.** Should any term or provision of this Agreement or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

8.5 **Counterparts.** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."

8.6 **Choice of Law.** This Agreement shall be governed and interpreted by the laws of the state of Idaho.

8.7 **Assignment.** No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written below.

DATED AND SIGNED this _____ day of _____, 2020.

City of Kuna

By: _____
Joe Stear, Mayor

ATTEST:

_____
Chris Engels, City of Kuna Clerk

DATED AND SIGNED this _____ day of _____, 2020.

Kuna Rural Fire District

By: _____
M.G. "Bud" Beatty, Jr.,
Commissioner Subdistrict 1/Chairman

ATTEST:

_____
Krystal Hinkle, Secretary

By: Fire District Resolution No._____

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ORDINANCE NO. 2020-20
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM [VIPER INVESTMENTS LLC. real property]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- **MAKING CERTAIN FINDINGS; AND**
- **ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S VIPER INVESTMENTS LLC.; AND**
- **DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND**
- **DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND**
- **DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the "KMIS"); and

1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and

1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as VIPER INVESTMENTS LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the "SUBJECT REAL PROPERTIES") within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 2nd day of June, 2020.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR WATER RIGHTS ON VIPER INVESTMENTS LLC.

A portion of Lot 52, Block 1 of Danskin Ridge Subdivision No. 4 as shown in Book 86 of Plats at Page 9720 records, Ada County, Idaho, Lot 68, Block 1 of Danskin Ridge Subdivision No. 6 as shown in Book 103 of Plats at Page 13739, records, Ada County, Idaho, and a parcel of land situate in the northeast quarter of Section 11, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the northwest corner of said Section 11; thence S89°25'57"E, 2.637.73 feet along the northerly boundary of the northwest quarter of said Section 11 to the north quarter corner of said Section 11; thence S00°48'52"W, 30.00 feet along the easterly boundary of the northwest quarter of said Section 11 to the southerly right-of-way of W. Columbia Road and to a corner of said Lot 52, which is the **Point of Beginning**:

Thence continuing S00°48'52"W, 192.33 feet along the easterly boundary of said Lot 52;

Thence S89°22'09"E, 651.50 feet along the northerly boundary of said Lot 52;

Thence S00°44'08"W, 453.85 feet along the easterly boundary of said Lot 52 to the northeasterly corner of said Lot 68;

Thence S00°40'19"W, 147.44 feet along the northerly boundary of said Lot 68;

Thence S89°01'37"E, 289.28 feet;

Thence N00°37'50"E, 825.30 feet to the northerly boundary of the northeast quarter of said Section 11 and the centerline of W. Columbia Rd.;

Thence S89°21'58"E, 814.05 feet along the northerly boundary of the northeast quarter of said Section 11 and the centerline of W. Columbia Rd.;

Thence S00°30'01"W, 387.94 feet;

Thence S89°59'23"E, 14.35 feet;

Thence S00°30'01"W, 398.58 feet;

Thence S89°22'29"E, 59.85 feet;

Thence S00°30'01"W, 280.00 feet;

Thence N89°22'29"W, 59.85 feet;

Thence S00°30'01"W, 260.00 feet;

Thence N89°22'29"W, 468.50 feet;

Thence S00°39'28"W, 1,326.40 feet;

Thence N89°23'08"W, 654.95 feet to the southeast corner of said Lot 68;

Thence the following courses and distances along the boundary of said Lot 68:

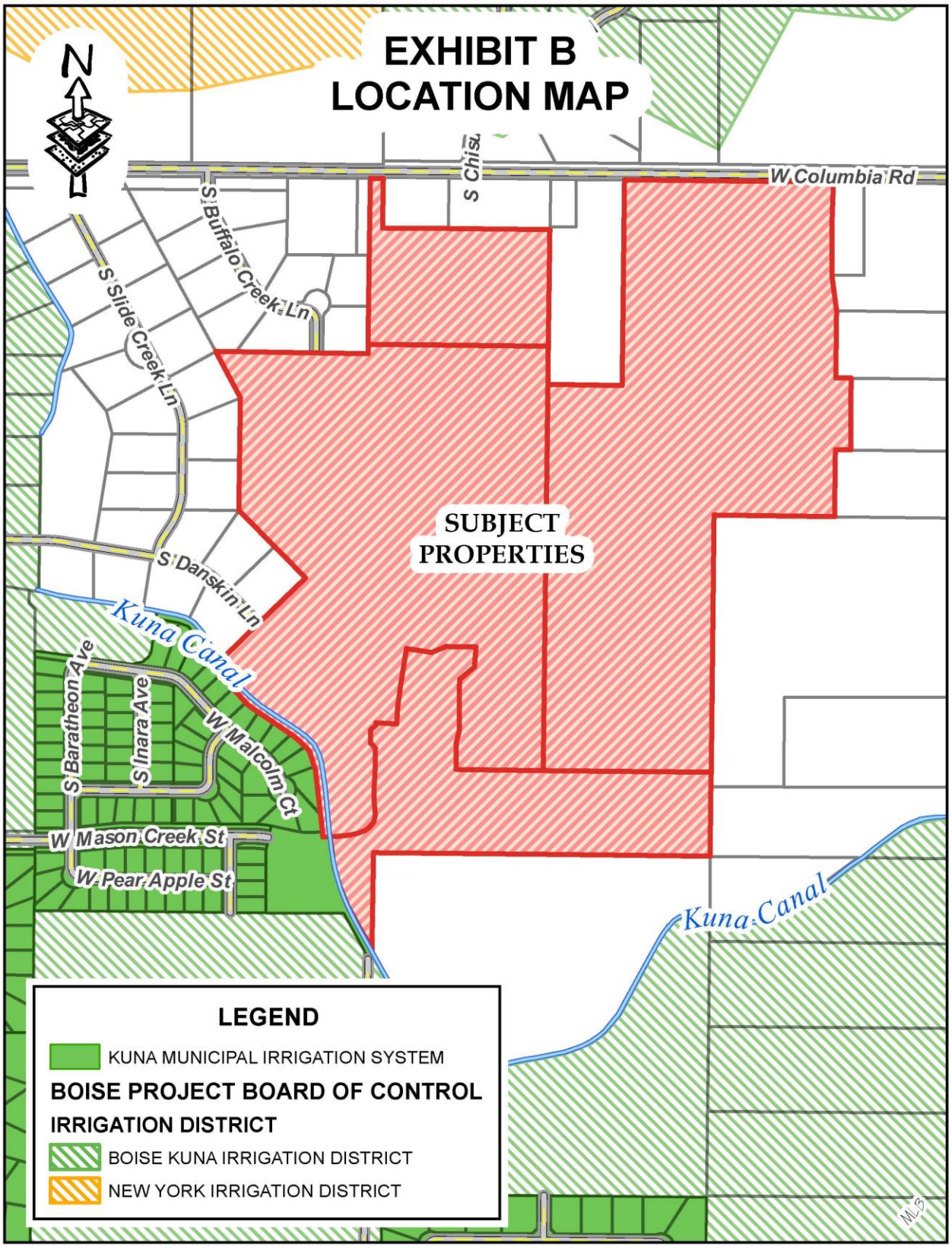
N89°23'22"W, 655.00 feet;
S00°53'44"W, 444.97 feet;
N25°24'22"W, 68.01 feet;
N28°49'19"W, 167.91 feet;
N89°27'25"W, 1,203.97 feet;
N00°44'56"E, 239.15 feet to the southerly right-of-way of W. Mason Creek St.;
Continuing N00°06'56"E, 35.00 feet to the centerline of W. Mason Creek St.;
N00°06'56"W, 737.41 feet;
S82°11'14"E, 383.94 feet;
N76°26'44"E, 39.85 feet;
N50°01'20"E, 30.01 feet;
N30°26'45"E, 20.02 feet;
N08°09'56"E, 162.28 feet;
S79°09'18"E, 94.31 feet;
S70°00'00"E, 50.00 feet;
S37°15'03"E, 190.91 feet;
N45°50'23"E, 452.01 feet;
N44°34'18"W, 369.64 feet;
N00°47'25"E, 438.22 feet;
N28°24'42"W, 204.20 feet;
S89°11'10"E, 592.89 feet;
N00°49'09"E, 35.83 feet to the southwest corner of said Lot 52;

Thence N00°48'52"E, 646.13 feet to the southerly right-of-way of W. Columbia Rd.;

Thence S89°25'57"E, 50.00 feet along the southerly right-of-way of W. Columbia Rd and parallel to the northerly boundary of the northwest quarter of said Section 11 to the **Point of Beginning**.

Except those portions lying west of the Kuna Canal.

Said Parcel contains 105.03 acres more or less.


EXHIBIT B
LOCATION MAP
N
W Columbia Rd
S Buffalo Creek Ln
S Slide Creek Ln
S Danskin Ln
SUBJECT
PROPERTIES
Kuna Canal
S Baratheon Ave
S Inara Ave
W Malcolm Ct
W Mason Creek St
W Pear Apple St
Kuna Canal
LEGEND
KUNA MUNICIPAL IRRIGATION SYSTEM
BOISE PROJECT BOARD OF CONTROL
IRRIGATION DISTRICT
BOISE KUNA IRRIGATION DISTRICT
NEW YORK IRRIGATION DISTRICT

(Space above reserved for recording)

ORDINANCE NO. 2020-21
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM [SDN LLC. real property]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- **MAKING CERTAIN FINDINGS; AND**
- **ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S SDN LLC.; AND**
- **DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND**
- **DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND**
- **DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the "KMIS"); and

1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and

1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as SDN LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the "SUBJECT REAL PROPERTIES") within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 2nd day of June, 2020.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR WATER RIGHTS ON SDN LLC. ASHTON ESTATES 3

A parcel of land situated in a portion of Government Lot 2 of Section 19, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho and being more particularly described as follows:

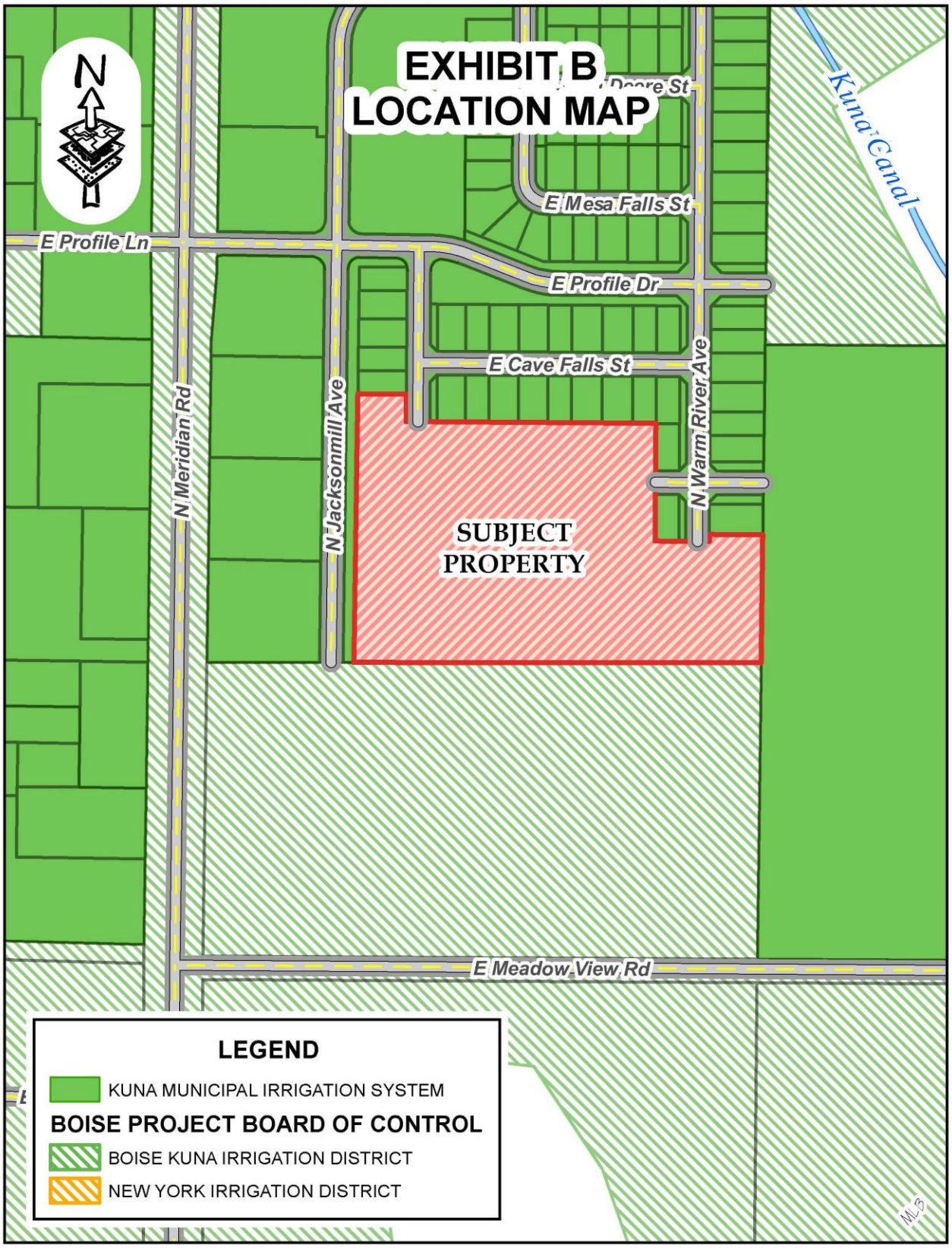
Commencing at a found aluminum cap marking the Northwest corner of said Section 19, which bears N00°46'08"E a distance of 2,649.32 feet from a found aluminum cap marking the West 1/4 corner of said Section 19, thence following the westerly line of said Government Lot 1, S00°46'08"W a distance of 2,008.82 feet;
Thence leaving said westerly line, S89°58'53"E a distance of 60.01 feet to the southwest corner of Proposed Ashton Estates Subdivision No. 2, on the easterly right-of-way line of North Meridian Road/State Highway 69;
Thence following the boundary line of said Proposed Ashton Estates Subdivision No. 2, S89°58'53"E a distance of 312.80 feet to the **POINT OF BEGINNING.**

Thence following said boundary line the following eight (8) courses:

1. N00°46'08"E a distance of 569.96 feet;
2. S89°36'45"E a distance of 102.92 feet;
3. S00°23'15"W a distance of 58.16 feet;
4. S89°36'45"E a distance of 530.00 feet;
5. S00°23'15"W a distance of 250.00 feet;
6. S89°36'45"E a distance of 115.00 feet;
7. N00°23'15"E a distance of 15.00 feet;
8. S89°36'45"E a distance of 113.46 feet to the easterly line of said Government Lot 2;

Thence leaving said subdivision boundary line and following said easterly line, S00°45'15"W a distance of 271.23 feet to the southerly line of said Government Lot 2;
Thence leaving said easterly line and following said southerly line, N89°58'53"W a distance of 863.46 feet to the **POINT OF BEGINNING.**

Said parcel contains 8.950 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.


EXHIBIT B
LOCATION MAP
N
E Profile Ln
E Mesa Falls St
E Profile Dr
E Cave Falls St
N Meridian Rd
N Jacksonmill Ave
N Warm River Ave
Kuna Canal
SUBJECT PROPERTY
E Meadow View Rd
LEGEND
KUNA MUNICIPAL IRRIGATION SYSTEM
BOISE PROJECT BOARD OF CONTROL
BOISE KUNA IRRIGATION DISTRICT
NEW YORK IRRIGATION DISTRICT