

OFFICIALS

- Lee Young, Chairman
- Dana Hennis, Vice Chairman
- Stephen Damron, Commissioner
- Cathy Gealy, Commissioner
- Tyson Garten, Commissioner



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

Planning & Zoning Commission Meeting
AGENDA
Tuesday September 28, 2021

6:00 PM REGULAR MEETING

For questions, please call the Kuna Planning and Zoning Department at (208) 922-5274.

1. CALL TO ORDER & ROLL CALL:

2. CONSENT AGENDA: ALL OF THE ITEMS LISTED ARE ACTION ITEMS

All items listed under the Consent Agenda are considered to be routine and are acted on with one (1) Motion by the Commission. There will be no separate discussion on these items unless the Chairman, Commissioner, 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 Commission.

1. Regular Planning and Zoning Commission Meeting Minutes Dated September 14, 2021
2. Findings of Fact & Conclusions of Law
None

3. PUBLIC HEARINGS: ALL OF THE ITEMS LISTED ARE ACTION ITEMS

- A. *Tabled from September 14, 2021* Case No. 21-11-AN (Annexation) East Kuna Industrial – Jace Hellman, Planning & Zoning Director

KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

Procedure:

- Open Public Hearing*
- Receive Testimony*
- Commission presents questions they may have*
- Close Public Hearing*

Potential Motions:

- Option 1: Recommend Approval to City Council of Case No. 21-11-AN (Annexation) East Kuna Industrial.*

Option 2: Recommend Denial to City Council of Case No. 21-11-AN (Annexation) East Kuna Industrial.

- B.** Case No. 21-04-ZC (Rezone), 21-05-S (Preliminary Plat) and 21-12-DR (Design Review) for Ewing Meadows Subdivision – Doug Hanson, Planner II

Sterling Land Development Inc requests a rezone for approximately 80.715 total acres to from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests preliminary plat approval in order to subdivide the approx. 80.715 acres into 319 total lots (298 buildable lots, 21 common lots). The site is located in Section 15, Township 2 north, Range 1 West (APN: S1315212403, S13155214551, S1315244600).

Staff requests this item be tabled to a date certain of October 26, 2021 due to not receiving critical agency comments.

- C.** Case No. 21-04-S (Preliminary Plat) & 21-14-DR (Design Review) Falcon Crest Golf Villages – Troy Behunin, Senior Planner

Wendy Shrief of JUB Engineers, on behalf of M3 ID Valor Golf Villages, LLC requests approval to subdivide approx. 86.03 ac. into 291 residential lots, 18 common driveway lots and 43 common lots. The subject site was annexed into Kuna City on February 5, 2019 (18-03-AN & 18-02-PUD). The site is currently zoned R-6 (Med. Den. Res.) and R-12 (High Den. Res.). The subject site is located near the northeast corner of Cloverdale and Kuna Road, Kuna, ID 83642, within Section 22, Township 2 North, Range 1 East; (APN: S1422110300).

Staff requests this item be tabled to a date uncertain pending additional review.

4. BUSINESS ITEMS:

None

5. ADJOURNMENT:

OFFICIALS

Lee Young, Chairman
Dana Hennis, Vice Chairman
Stephen Damron, Commissioner
Cathy Gealy, Commissioner
Tyson Garten, Commissioner



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

Planning & Zoning Commission Meeting
MINUTES
Tuesday September 14, 2021

6:00 PM REGULAR MEETING

For questions, please call the Kuna Planning and Zoning Department at (208) 922-5274.

1. CALL TO ORDER & ROLL CALL:

(Timestamp 00:00:53)

COMMISSION MEMBERS PRESENT:

Chairman Lee Young – Via Zoom
Vice Chairman Dana Hennis – In Person
Commissioner Cathy Gealy – In Person
Commissioner Stephen Damron – In Person
Commissioner Tyson Garten – In Person

CITY STAFF PRESENT:

Bill Gigray, City Attorney – Via Zoom
Jace Hellman, Planning & Zoning Director – In Person
Doug Hanson, Planner II – In Person
Jessica Reid, Planning Services Specialist – In Person

2. CONSENT AGENDA: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

- 1. Regular Planning and Zoning Commission Meeting Minutes Dated August 24, 2021
- 2. Findings of Fact & Conclusions of Law
 - 1. Case No. 21-06-AN (Annexation) 1113 & 1169 N Black Cat Road

(Timestamp 00:01:32)

Motion To: Approve Consent Agenda.

Motion By: Commissioner Gealy

Motion Seconded: Vice Chairman Hennis

Further Discussion: None

Voting No: None

Absent: None

Motion Passed: 5-0-0

3. PUBLIC HEARINGS: (6:00 PM or as soon thereafter as matters may be heard.)

(Timestamp 00:01:50)

- A. Case No. 21-02-OA (Ordinance Amendment) Amending Subsection Q of Section 4 of Chapter 5 of Title 5 Kuna City Code, Electrical Energy Transmission Lines – Jace Hellman, Planning & Zoning Director **ACTION ITEM**

(Timestamp 00:02:05)

Planning & Zoning Director Jace Hellman provided an overview of the proposed Ordinance Amendment, the reason behind it and how the city has worked in unison with Idaho Power.

(Timestamp 00:03:08)

Chairman Young asked the Commissioners if they had any questions, there were none. He then asked if there were any persons present that wished to testify, there were not.

(Timestamp 00:04:07)

Chairman Young opened the Public Hearing.

Support:

Jeff Maffucco, Idaho Power, 1221 W Idaho Street, Boise, Idaho, 83702 – Not Testify

Against:

None

Neutral:

None

(Timestamp 00:04:15)

Chairman Young closed the hearing and the Commission proceeded into their discussion. There were no concerns or questions.

(Timestamp 00:05:16)

Motion To: Recommend Approval to the City Council of Case No. 21-02-OA (Ordinance Amendment) Amending Subsection Q of Section 4 of Chapter 5 of Title 5 Kuna City Code, Electrical Energy Transmission Lines

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Damron

Further Discussion: None

Voting No: None

Absent: None

Motion Passed: 5-0-0

(Timestamp 00:05:45)

- B.** Case No. 21-11-AN (Annexation) East Kuna Industrial – Jace Hellman, Planning & Zoning Director **ACTION ITEM**

KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

(Timestamp 00:06:18)

Chairman Young stated staff had requested the item to be tabled to a date certain of September 28, 2021 due to not having received critical agency comments. He then asked if staff there were any additional comments, there were not.

(Timestamp 00:06:26)

Motion To: Table Case No. 21-11-AN (Annexation) East Kuna Industrial to a date certain of September 28, 2021.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Damron

Further Discussion: None

Voting No: None

Absent: None

Motion Passed: 5-0-0

(Timestamp 00:06:54)

- C. Case Nos. 20-06-ZC (Rezone), 20-01-PUD (Planned Unit Development), 20-08-S (Preliminary Plat), 20-05-SUP (Special Use Permit) & 21-02-DA (Development Agreement) for Merlin Cottages Subdivision – Doug Hanson, Planner II **ACTION ITEM**

A Team Land Consultants on behalf of Merlin pointe, LLC, requests planned unit development approval for an approximately 5.83-acre parcel, with C-1 (Neighborhood Commercial) and R-12 (High Density Residential) zoning districts and to subdivide the approximate 5.83-acres into 72 total lots (60 residential, 6 common, and 6 commercial). The subject site is located at 115 N Sailer Avenue, Kuna, ID 83634, within Section 24, Township 2 North, Range 1 West; (APN: R5672430040).

(Timestamp 00:07:23)

Planner II Doug Hanson notified the Commission the Applicant requested the item be tabled to a date certain of October 12, 2021. Mr. Hanson stated the Case would be re-noticed in the Kuna Melba News Newspaper as well as new Legal Notice mailers to property owners within 300 feet of the subject property.

(Timestamp 00:07:46)

Motion To: Table Case Nos. 20-06-ZC (Rezone), 20-01-PUD (Planned Unit Development), 20-08-S (Preliminary Plat), 20-05-SUP (Special Use Permit) & 21-02-DA (Development Agreement) for Merlin Cottages Subdivision to a date certain of October 12, 2021.

Motion By: Commissioner Gealy

Motion Seconded: Commissioner Damron

Further Discussion: None

Voting No: None

Absent: None

Motion Passed: 5-0-0

4. BUSINESS ITEMS:

(Timestamp 00:08:34)

Chairman Young asked staff and the Commissioners if there were any items to discuss.

(Timestamp 00:08:38)

Planning & Zoning Director Jace Hellman introduced Robbie Reno of Kuna Joint School District and explained Mr. Reno wished to update the Commission on the districts pursuit to progress with local development. Mr. Hellman explained the presentation was a Kuna Joint School District initiative, however the city would support them where they were able.

(Timestamp 00:09:30)

Robbie Reno, 711 E Porter Street, Kuna, Idaho, 83634 addressed the Commission. Mr. Reno explained Kuna Joint School District was pursuing alternatives for the district keeping up with growth. He stated Bond passage was the highest rate in the nation for the district at almost 66.7%, which meant the district had to pass Bonds to build new schools. Mr. Reno said the schools were nearing capacity and their new approach, being voted on that evening by the School Board, was the intent to work with developers on providing land donations for new schools or support fees per unit on development as they came through. He then stood for questions.

(Timestamp 00:11:12)

There were no questions. Vice Chairman Hennis stated what the Commission had heard from citizens, the districts path was a good one to take.

(Timestamp 00:11:31)

Commissioner Gealy asked Mr. Reno if the district was continuing to investigate Impact Fees and making changes at the state (Legislature) level. Mr. Reno answered that was correct and explained there was a School Board member who was actively doing so.

(00:11:58)

Chairman Young asked if there were any other questions, there were none. The Commission thanked Mr. Reno for his time.

(Timestamp 00:12:15)

Chairman Young asked if there were any other items from staff at that time. Mr. Hellman stated there were not.

5. ADJOURNMENT:

(Timestamp 00:12:30)

Motion To: Adjourn.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Gealy

Further Discussion: None

Voting No: None

Absent: None

Motion Passed: 5-0-0

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Jace Hellman, Planning and Zoning Director
Kuna Planning and Zoning Department



CITY OF KUNA

751 W. 4th Street • Kuna, Idaho • 83634 • Phone (208) 922-5274
Fax: (208) 922-5989 • www.Kunacity.Id.gov

SIGN-UP SHEET

September 14, 2021 – Planning and Zoning Commission Public Hearing

Case Name: Transmission Line Regulation Amendment

Case No: 21-02-OA (Ordinance Amendment)

Please print your name below if you would like to present oral testimony or written exhibits about this item to the Commission or City Council.

Table with 3 columns: IN FAVOR, NEUTRAL, IN OPPOSITION. Each column contains 'Testify' and 'Not Testify' checkboxes and corresponding name and address fields. Includes handwritten entry for Jeff Maffuccio - Idaho Power.

IN FAVOR

NEUTRAL

IN OPPOSITION

Testify **Not Testify**

Print Name

Print Address

City State, Zip

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City State, Zip

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATIONS OF) **Case No. 21-11-AN (Annexation)**
) **21-03-DA (Development**
KC GARDNER COMPANY, LC.) **Agreement)**
)
For Annexation of Parcel Nos. S1531233600,)
S1531300000, S2006121115, S2006121150,) **STAFF REPORT FOR THE EAST KUNA**
S2006417205, S2006417265, S2006417500,) **INDUSTRIAL ANNEXATION**
S2007111100 and S2007111200.) **APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Process and Noticing
3. Applicants Request
4. General Project Facts
5. Transportation and Connectivity
6. Staff Analysis
7. Proposed Findings of Fact and Conclusions of Law
8. Proposed Comprehensive Plan Analysis
9. Commission’s Recommendation



**I
EXHIBIT LIST**

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		<i>Withdrawn</i>	<i>Refused</i>	<i>Admitted</i>
1.1	Staff Report			X
2.1	Planning and Zoning Application Coversheet			X
2.2	Annexation Application			X
2.3	Narrative			X

2.4	Legal Description – Whole Area			X
2.5	Vicinity Map			X
2.6	Warranty Deed – S1531233600			X
2.7	Warranty Deed – S2006121150			X
2.8	Warranty Deed – S2006417205 & 2006417265			X
2.9	Quit Claim Deed – S1531300000, S2006121115 & S2007111200			X
2.10	Quit Claim Deed – S2006417500			X
2.11	Quit Claim Deed – S2007111100			X
2.12	Affidavit of Legal Interest - Montierth			X
2.13	Affidavit of Legal Interest – Pleasant Valley			X
2.14	Neighborhood Meeting Certification			X
2.15	Neighborhood Meeting Sign-in			X
2.16	Commitment to Property Posting			X
2.17	Development Agreement Application			X
2.18	Development Agreements			X
2.19	Request for Agency Comment			X
2.20	Central District Health Department Comments			X
2.21	Nampa & Meridian Irrigation District Comments			X
2.22	Ada County Development Services Comments			X
2.23	Community Planning Association of Southwest Idaho comments			X
2.24	City of Kuna Public Works Department Comments			X
2.29	Ada County Highway District Comments			X
2.31	Kuna Economic Development Director Comments			X
2.25	Planning and Zoning Commission Proof of Posting			X
2.26	Planning and Zoning Commission Legal Notice Mailer			X
2.27	Planning and Zoning Commission Website Notice			X
2.28	Planning and Zoning Commission Newspaper Legal Notice			X
2.30	Planning and Zoning Commission Courtesy Mailer			X

II PROCESS AND NOTICING

2.1 Kuna City Code (KCC), Title 1, Chapter 14, Section 3 states Annexations are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council 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.

2.1.1 Notifications

2.1.1.1 Neighborhood Meeting: June 29, 2021 (six (6) attendees)

2.1.1.2 Agency Comments Request: August 3, 2021

- 2.1.1.3 300 FT Property Owners Notice: August 25, 2021
- 2.1.1.4 Kuna Melba News Newspaper: August 25, 2021
- 2.1.1.5 Site Posted: September 1, 2021
- 2.1.1.6 Courtesy Mailer: September 16, 2021

**III
APPLICANTS REQUEST**

3.1 KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

**IV
GENERAL PROJECT FACTS**

4.1 Site History

4.1.1 The property has historically been used for agricultural practices. A portion of the proposed annexation area contains an abandoned poultry processing building.

4.2 Surrounding Land Uses

North	RP	Rural Preservation – Ada County
South	RR	Rural Preservation – Ada County
East	RP	Rural Preservation – Ada County
West	M-1 RP	Light Industrial – Kuna City Rural Preservation – Ada County

4.3 Parcel Number, Owner, Parcel Size, Current Zoning, Proposed Zoning

4.3.1 S1531233600

4.3.1.1 Owner: Ray Montierth

4.3.1.2 Parcel Size: approximately 42.92 acres

4.3.1.3 Current Zoning: RP (Rural Preservation)

4.3.1.4 Proposed Zoning: M-1 (Light Manufacturing/Industrial)

4.3.2 S1531300000

4.3.2.1 Owner: Ray Montierth

4.3.7.3 Current Zoning: RP (Rural Preservation)

4.3.7.4 Proposed Zoning: M-1 (Light Manufacturing/Industrial)

4.3.8 S2007111100

4.3.8.1 Owner: Ray Edward Montieth

4.3.8.2 Parcel Size: approximately 475.6 acres

4.3.8.3 Current Zoning: RP (Rural Preservation)

4.3.8.4 Proposed Zoning: M-2 (Heavy Manufacturing/Industrial)

4.3.9 S2007111200

4.3.9.1 Owner: Ray Edward Montieth

4.3.9.2 Parcel Size: approximately 40 acres

4.3.9.3 Current Zoning: RP (Rural Preservation)

4.3.9.4 Proposed Zoning: M-2 (Heavy Manufacturing/Industrial)

4.4 Services

4.4.1 Sanitary Sewer: City services are currently unavailable.

4.4.2 Potable Water: City services are currently unavailable.

4.4.3 Fire Protection: Portions of the proposed annexation area lie within the Kuna Rural Fire District (KRFD) boundary. The remaining property will need to be annexed into the KRFD.

4.4.4 Police Protection: Kuna Police (Ada County Sheriff's Office).

4.4.5 Sanitation Services : J&M Sanitation.

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 Parcel numbers S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500 and S2007111100 contain vegetation consistent with dry-grazing fields and active irrigated Ag land. Parcel Number S2007111200 contains an abandoned poultry processing facility. The proposed annexation area has an estimated average slope of 1.5% to 5.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be between 20 and 40 inches throughout the majority of the proposed annexation area. Some areas directly southwest of the Kuna-Mora and Curtis Road "T" intersection and along Barker Road appear to have an estimated bedrock depth of ten (10) inches to twenty (20) inches, while others south of Barker Road show an estimate of greater than 60 inches.

4.6 Environmental Issues

4.6.1 Staff is not aware of any environmental issues, health or safety conflicts.

4.7 Comprehensive Plan Future Land Use Map

4.7.1 The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the city. The FLUM indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the approximately 1088-acres as Heavy and Light Industrial and Agriculture.

4.8 Recreation and Pathways Map

4.8.1 The Recreation and Pathways Master Plan Map does not indicate a future pathway/trail or bike route through or along the proposed area to be annexed.

4.9 Agency Responses

Agency	Exhibit No.
Central District Health Department	2.20
Nampa & Meridian Irrigation	2.21
Ada County Development Services	2.22
Community Planning Association of Southwest Idaho (COMPASS)	2.23
City of Kuna Public Works Department	2.24
Ada County Highway District	2.29
City of Kuna Economic Development Director	2.31

V

TRANSPORTATION AND CONNECTIVITY

5.1 Currently, there is no development applications included with this application. The Ada County Highway District (ACHD) has provided comments detailing what would be required as a part of future development applications.

Kuna Mora Road is currently improved with two (2) travel lanes and no curb, gutter or sidewalk abutting site. There is currently approximately 49-feet of right-of-way existing along the portions of Kuna Mora Road that front the proposed annexation area. On June 20, 2007, the ACHD Commission approved the Kuna Mora Road Interim Policy, which is included as an exhibit of the ACHD report (exhibit 2.29). This policy identified Kuna Mora Road as a future expressway and established criteria for right-of-way preservation, setback, drainage, intersections and access. With future development applications along Kuna Mora Road, applicants, at a minimum, will be required to dedicate a total of 100-feet from the centerline of Kuna Mora Road abutting the site and set all structures back 150-feet from the centerline of Kuna Mora Road. Additionally, pavement will be required to be widened at least 17-feet from the centerline plus a three (3) foot wide gravel shoulder adjacent to the entire site. ACHD policy requires a five (5) foot wide detached concrete sidewalk. Kuna City Code requires a ten (10) foot wide sidewalk within a minimum of a thirty (30) foot wide landscape buffer. The sidewalk will be required to be placed within public use easement and located a minimum of fifteen (15) feet from the property, and ninety-three (93) feet from the centerline of the roadway. The construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

The portion of Cole Road (approximately 3,962 ft) and Barker Road are currently classified as Residential Arterial roadways per the ACHD Master Street Map. The identified portion of Cole Road is improved with two (2) travel lanes and no curb, gutter or sidewalk abutting site. There is currently approximately 50-feet of right-of-way for Cole Road. Barker Road is improved with two (2) travel lanes and no curb, gutter or sidewalk abutting the site. Approximately fifty-one (51) feet of right-of-way exists along Barker Road. Future development applications fronting both Cole Road and Barker Road will be required to dedicate additional right-of-way to total 35-feet from the centerline. Both roads will be required to widen the portion of Cole Road and Barker Road a total of 17-feet from centerline. ACHD policy requires a five (5) foot wide detached sidewalk along residential arterials. It should be noted that Kuna City Code would require an eight (8) foot wide detached sidewalk. This sidewalk would need to be located within the public right-of-way and separated by a four (4) to eight (8) foot wide landscaped planter strip. However, the construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

Approximately 3,590 feet of Cole Road (south of Barker Road) is improved with two (2) travel lanes and no vertical curb, gutter or sidewalk. There is approximately fifty-seven (57) feet of right-of-way existing for this portion of Cole Road. Curtis Road is improved with two (2) travel lanes, there is currently no vertical curb, gutter or sidewalk along the approximately 3,974 feet of Curtis Road that abuts the proposed annexation area. Fifty (50) feet of right-of-way exists for Curtis Road. Future development applications fronting Cole Road south of Barker Road and Curtis Road will be required to improve these sections of Cole Road and Curtis Road as ½ of a forty (40) foot industrial street section with vertical curb and gutter. ACHD policy requires a minimum five (5) foot wide attached, or detached sidewalk. It should be noted that Kuna City Code requires an eight (8) foot wide detached sidewalk within the public right-of-way, separated from public vertical curb by a four (4) to eight (8) foot wide landscaped planter strip in order to comply with Kuna City Code. However, the construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

The future development of new public and private industrial roads and intersections will need to comply with Kuna City Code and ACHD policy. Future driveway access will be required to adhere to district policy and may require an access analysis to determine if an access will be available. It should be noted that driveway access on to Kuna Mora Road will be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Interim Policy. Direct access to Kuna Mora Road is limited and may be considered temporary. In the event access is proposed onto Kuna Mora Road, future applicants will be required to submit a traffic analysis to the ACHD that shows access onto Kuna Mora Road is necessary to serve the site.

VI STAFF ANALYSIS

- 6.1** The applicant held a neighborhood meeting with residents within 300 ft of the proposed project area on June 29, 2021, there were six (6) attendees. Minutes of that neighborhood meeting have been provided as a part of the record (exhibit 2.14).

All nine (9) properties, consisting of approximately 1,088 acres, are currently zoned RP (Rural Preservation) within unincorporated Ada County. The applicant is proposing to annex the approximately 1,088 acres with both M-1 (Light Manufacturing/Industrial) and M-2 (Heavy Manufacturing/Industrial) zoning district classification, as indicated in section 4.5 of this report.

The properties are adjacent to Kuna City Limits, which makes it eligible for consideration of annexation.

Idaho Statutes §50-222 grants cities the authority to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocate the costs of public services in management of development on the urban fringe.

Developments agreements for the properties to be zoned M-1 and M-2 are proposed with this application for annexation. Per Kuna City Code Title 5, Chapter 14 and Idaho State Code Title 67, Chapter 65, § 67-6511A, the City of Kuna is permitted to require, as a condition of rezoning, that an owner or developer make a written commitment concerning the use or development of a subject real property. The development agreement will run with the proposed subject real properties and shall be applicable to all successors, unless modified, or modified to terminate, by the City Council. The development agreements list out uses allowed on the proposed subject properties, which includes all uses typically permitted within the M-1 and M-2 zoning districts as specified by the land use table within Kuna City Code. However, the development agreement specific to the property to be zoned M-1 indicates the potential development of Data Processing Facilities, which are recognized by Kuna City Code as an allowed use with the M-1 Zoning District, as a potential project to be constructed if the annexation is approved. Furthermore, within the agreements staff has included clauses directly related to the State Legislations' passing of House Bill 389. Future developments within the proposed annexation area will be subject to an analysis of City Property Tax Supported Services, reasonably anticipated to be provided during the construction and subsequent possession and allowed use by the owner of those improvements, which will be negatively impacted by the property tax limitations imposed upon the City by House Bill 389. The analysis and payment imposed upon the owner, if it is determined to be required, will be applied as a condition of approval on all applicable future applications within the proposed annexation area.

Staff has determined the applicant's annexation request is in compliance with Idaho Statutes §50-222 and the goals and policies set in Kuna's Comprehensive Plan. Staff recommends that the Planning and Zoning Commission recommend approval of case no. 21-11-AN to the City Council subject to the conditions of approval listed in section "IX" of this report, as well as any additional conditions designated by the Planning and Zoning Commission.

6.2 Applicable Standards

- 6.2.1** City of Kuna Comprehensive Plan.
- 6.2.2** Idaho Code, Title 50, Chapter 2, §50-222
- 6.2.3** Kuna City Code Title 5, Chapter 14
- 6.2.4** Idaho Code, Title 67, Chapter 65, §67-6511A

VII PROPOSED FINDINGS OF FACT

Based upon the record contained in Case No. 21-11-AN (Annexation) including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing,

the Kuna Planning and Zoning Commission hereby recommends (*approval/conditional approval/denial*) of the Findings of Fact and Conclusions of Law for Case No. 21-11-AN, a request from K.C. Gardner Company LC to annex nine (9) parcels consisting of approximately 1,088 acres into Kuna City Limits with M-1 and M-2 zoning district classifications

If the Planning and Zoning Commission wishes to approve, deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

7.1 Based on the evidence contained in Case Nos. 21-11-AN, this proposal *does/does not* generally comply with the City Code.

Staff Finding: *The applicant has submitted a complete application, and following staff review for technical compliance the application appears to be in general compliance with Kuna City Code Title 5.*

7.2 The public notice requirements *have/have not* been met and the neighborhood meeting *was/was not* conducted within the guidelines of applicable Idaho Code and City Ordinances.

Staff Finding: *The applicant held a neighborhood meeting on June 29, 2021, six (6) residents attended the meeting. Neighborhood Notices were mailed out to residents within 300-FT of the proposed project site on August 25, 2021 and a legal notice was published in the Kuna Melba Newspaper on August 25, 2021. The applicant posted sign on the property on September 1, 2021. On September 16th, 2021, a courtesy notice was mailed out to residents within 300-ft to inform them the hearing scheduled for September 14, 2021 was tabled until September 28, 2021.*

7.3 Based on the evidence contained in Case Nos. 21-11-AN, this proposal *does/does not* generally comply with the Comprehensive Plan.

Staff Finding: *The Comprehensive Plan designates the future land use designation of the proposed subject site as Agriculture and Heavy and Light Industrial. The applicant is requesting M-1(Light Manufacturing/Industrial) and M-2 (Heavy Manufacturing/Industrial) zoning district classification.*

7.4 All private landowners *have/have not* consented to the Annexation.

Staff Finding: *All property owners have signed Affidavits of Legal Interest to allow KC Gardner Company LC to submit the annexation request to the City of Kuna on their behalf.*

7.5 The proposed project lands are eligible for annexation into Kuna City Limits.

Staff Finding: *The parcels to be annexed have a contiguous touch to Kuna City Limits to the west.*

7.6 The applicant and/or owner of the property have the right to request a written regulatory taking analysis.

Staff Finding: *Pursuant to Idaho Code 67-8003, the owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk. Not more than twenty-eight (28) days after the final decision concerning the matter at issue, the City shall prepare a written taking analysis concerning the action if requested.*

VIII
PROPOSED COMPREHENSIVE PLAN ANALYSIS

The Kuna Planning and Zoning Commission may *accept/reject* the Comprehensive Plan components, and shall determine if the proposed Annexation request for the site *is/is not* consistent with the following Comprehensive Plan components:

8.1 Goal Area 1: Kuna will be Economically Diverse and Vibrant.

- Goal 1.A: Ensure land use in Kuna will support economic development.
 - Objective 1.A.3.: Utilize industrial land use designations to encourage development and expansion of industrial businesses in key locations.
 - Policy 1.A.3.a.: Designate a sufficient quantity of land on the Future Land Use Map for industrial use.
 - Policy 1.A.3.b.: Identify a large tract of land in proximity to the Union Pacific Railroad Line that is sufficient in size and scope to accommodate a variety of light and heavy industrial land uses that will also have adequate access to Meridian Road/ Highway 69 and Kuna-Mora Road and I-84.
 - 1.A.3.f.: Inventory and identify other key parcels for industrial development and poise them to be shovel-ready for development, with access to the City’s public facilities, utilities and services.
 - 1.A.3.h.: Inventory and identify key parcels for industrial development/use and pose them to be shovel ready for agritourism, agri-tainment, healthcare, technology and manufacturing development, with access to the City’s public facilities, utilities and services.

8.2 Goal Area 3: Kuna’s Land uses will support a desirable, distinctive and well-designed community.

- Goal 3.A.: Ensure community design directs growth and implements sustainable land use patterns
 - Objective 3.A.1.: Use the Future Land Use Map and land use regulations to direct development, encourage complementary and compatible land uses, and achieve good community design.
- 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, decision, 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 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.

IX COMMISSION'S RECOMMENDATION

Note: These motions are for recommendation of approval, conditional approval or denial of the annexation application to the City Council. However, if the Planning and Zoning Commission wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby *recommends (approval/conditional approval/denial)* of Case No. 21-11-AN (Annexation), a request from KC Gardner Company, LC to annex nine (9) properties totaling approximately 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications, subject to the following conditions of approval:

- 9.1** Upon future development 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:
 - 9.1.1** The City Engineer shall approve the sewer connections.
 - 9.1.2** The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - 9.1.3** 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".
 - 9.1.4** The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.
 - 9.1.5** The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 - 9.1.6** Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permit(s).
 - 9.1.7** All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
- 9.2** 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.
- 9.3** 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. Compliance with the requirements of the Boise Project Board of Control is required.

- 9.4 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 KMIS of the City.
- 9.5 The developer/owner/applicant, 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.
- 9.6 Owner/developer/applicant, and any future assigns having an interest in any of the subject properties shall be subject to all provisions required within the applicable development agreement.
- 9.7 For all future development, the owner/developer/applicant and any future assigns having interests in any of the subject properties shall be subject to applicable processes required in Kuna City Code, unless otherwise provided for within the applicable development agreement.
- 9.8 Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
- 9.9 Developer/owner/applicant shall comply with all local, state and federal laws.

DATED this 28th day of September, 2021.



Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov



****Office Use Only****

File No.(s): 21-11-AN & 21-03-DA

Project Name: East Kuna Industrial

Date Received: Coversheet 07.20.2021, Attachments 07.21.2021

Date Accepted as Complete: 08.03.2021

Type of review requested (check all that apply):

<input type="checkbox"/>	Annexation	<input type="checkbox"/>	Appeal
<input type="checkbox"/>	Comp. Plan Map Amendment	<input type="checkbox"/>	Combination Pre & Final Plat
<input type="checkbox"/>	Design Review	<input type="checkbox"/>	Development Agreement
<input type="checkbox"/>	Final Planned Unit Development	<input type="checkbox"/>	Final Plat
<input type="checkbox"/>	Lot Line Adjustment	<input type="checkbox"/>	Lot Split
<input type="checkbox"/>	Ordinance Amendment	<input type="checkbox"/>	Planned Unit Development
<input type="checkbox"/>	Preliminary Plat	<input type="checkbox"/>	Rezone
<input type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Temporary Business
<input type="checkbox"/>	Vacation	<input type="checkbox"/>	Variance

Owner of Record

Name: _____

Address: _____

Phone: _____ Email: _____

Applicant (Developer) Information

Name: _____

Address: _____

Phone: _____ Email: _____

Engineer/Representative Information

Name: _____

Address: _____

Phone: _____ Email: _____

Subject Property Information

Site Address: _____

Nearest Major Cross Streets: _____

Parcel No.(s): _____

Section, Township, Range: _____

Property Size: _____

Current Land Use: _____ Proposed Land Use: _____

Current Zoning: _____ Proposed Zoning: _____

Project Description

Project Name: _____

General Description of Project: _____

Type of proposed use (check all that apply and provide specific density/zoning):

Residential: R-2 R-4 R-6 R-8 R-12 R-20 Commercial: C-1 C-2 C-3 CBD

Office Industrial: M-1 M-2 Other: _____

Type(s) of amenities provided with development: _____

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO

If YES, please describe: _____

Will any existing buildings remain? YES NO

No. of Residential Units: _____ No. of Building Lots: _____

No. of Common Lots: _____ No. of Other Lots: _____

Type of dwelling(s) proposed (check all that apply):

Single-Family Townhomes Duplexes Multi-Family

Other: _____

Minimum square footage of structure(s): _____

Gross Density (Dwelling Units ÷ Total Acreage): _____

Net Density (Dwelling Units ÷ Total Acreage not including Roads): _____

Percentage of Open Space provided: _____ Acreage of Open Space: _____

Type of Open Space provided (i.e. public, common, landscaping): _____

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

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

Building height: _____ Hours of Operation: _____

Total No. of Employees: _____ Max No. of Employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature: _____ Date: _____

By signing, you are confirming you have provided all required items listed on this application.

Upon completion of this form, please email to pzapplications@kunaid.gov. A link will be provided for application attachments to be uploaded to the cloud.

Annexation Application

PO Box 13 | 751 W. 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov



Annexation requires Public Hearings with both the Planning & Zoning Commission and City Council. Public Hearing signs will be required to be posted by the Applicant for both meetings. Sign posting regulations are available online in Kuna City Code 5-1A-8.

****Office Use Only****

Case No(s): 21-11-AN

Project Name: East Kuna Industrial

Date of Pre-Application Meeting: Valid for three (3) months, unless otherwise determined by Staff

Date Received: Coversheet 07.20.2021, Attachments 07.21.2021

Date Accepted as Complete: _____

Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet.
- Complete Annexation Application (*It is the Applicant's responsibility to use the most current application.*)
- Detailed narrative or justification for the application, describing the project, design elements, serviceability, amenities, and how the project complies with the requirements found within Kuna City Code 5-13 and Idaho Code §50-222.
- Legal Description of Annexation Area: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- Vicinity Map 8.5" x 11": Drawn to scale of 1" = 300' (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.*)
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.

This application shall not be considered complete (nor will a Public Hearing be scheduled) 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, and any additional items via a Letter of Completeness.

Information to Note:

The date of application acceptance shall be the date the Applicant submits the final required information to the Planning & Zoning Department, including the application fee (KCC 5-1A-2C).

Complete applications shall be reviewed within sixty (60) days of date of acceptance (KCC 5-1A-5A).

Applicant Signature: *Jamara Simpson* Date: _____

By signing, you are confirming you have provided all required items listed on this application.



July 19, 2021

Doug Hanson
Kuna Planning & Zoning Department
751 W 4th St
Kuna, ID 83634

**Re: East Kuna Industrial | Kuna
Annexation and Zoning**

Dear Mr. Hanson,

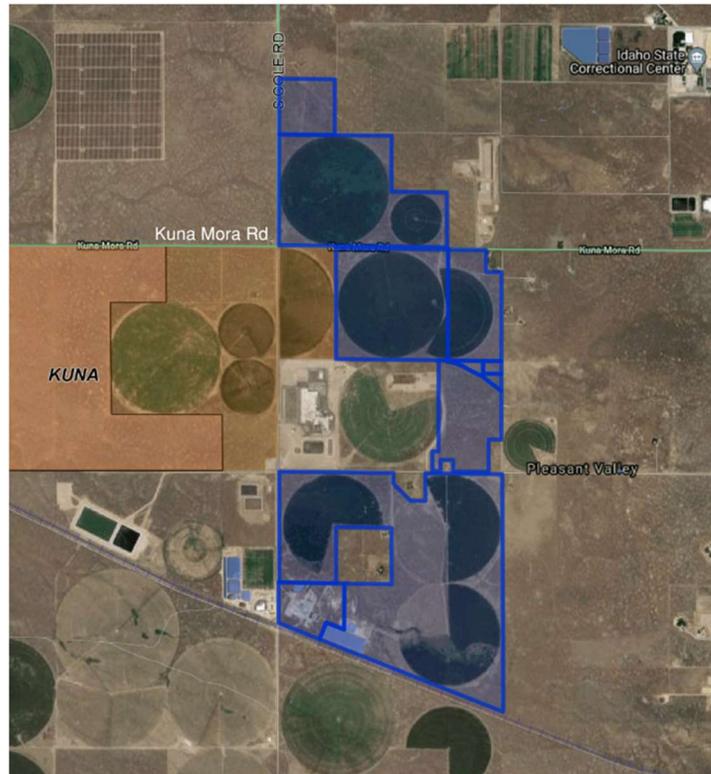
On behalf of Gardner Company, we are pleased to submit the enclosed Annexation and Zoning application. The subject properties are located generally north and south of Kuna Mora Road, east of Cole Road. The properties are highlighted in blue on the vicinity map below.

The parcels are in the Kuna Area of City Impact and are contiguous to Kuna city limits.

The annexation area consists of approximately 1088 acres. See exhibit A for a table listing the parcel numbers, property address, owner name, as well as the proposed zoning designation upon annexation.

The parcels are currently zoned RP in Ada County. The proposed zoning upon annexation is M-1 north of Barker Road and M-2 south of Barker Road.

The parcels are currently designated as Light Industrial and Agriculture in the City of Kuna's 2019 Future Land Use Map.



Vicinity Map

The annexation and zoning requested is consistent with the Comprehensive Plan's goals and objectives to support industrial development and provide diverse economic opportunities within the city, including the following:

- "1.A.3.g. Proactively focus on future planning around public infrastructure to increase the chances of new industrial projects locating to the City of Kuna."
- "3.E.1.b. Provide adequate space for industrial developments, so they may benefit from economies of scale and proximity to one another."
- "3.E.1.c. Encourage the development of industrial land uses in areas that are not averse to neighboring areas."

Annexation of the parcels to the City of Kuna will support the orderly development of the city and will enable the orderly development of private lands. The request is a Category A Annexation (all owners have consented to annexation). The annexation is pursuant to Idaho Code 50-222, 50-301, 67-6508, and 67-6511; and Kuna City Code.

The application proposes to annex the properties to the City of Kuna with M-1 or M-2 zoning designation per the map below and Exhibit A.

A neighborhood meeting was held on June 29, 2021. A pre-application meeting was held July 19, 2021.

Please do not hesitate to let me know if we can provide any additional information. I can be reached via email to tamara@thelandgroupinc.com or at 208-939-4041.

Sincerely,



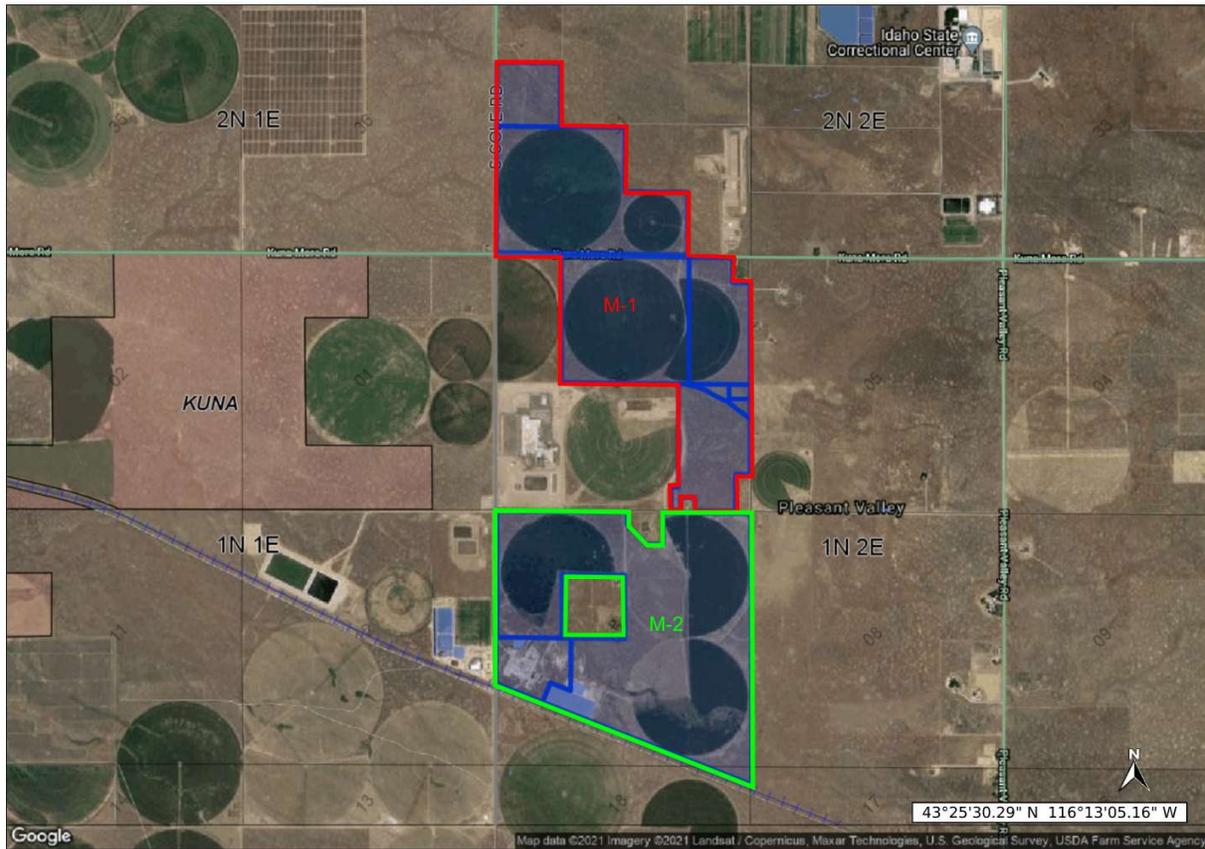
Tamara Thompson
Director of Client Services

Exhibit A

County	Parcel	Primary Owner	Property Address	Property City	Acres	Current Zoning	Proposed Zoning
Ada	S1531233600	MONTIERTH RAY	S COLE RD	KUNA, ID 83634-0000	42.92	RP	M-1
Ada	S1531300000	MONTIERTH RAY	6990 W KUNA MORA RD	KUNA, ID 83634-0000	205.12	RP	M-1
Ada	S2006121115	MONTIERTH EDWARD RAY	W KUNA MORA RD	KUNA, ID 83634-0000	163.1	RP	M-1
Ada	S2006121150	PLEASANT VALLEY AGRICULTURE LLC	W KUNA MORA RD	KUNA, ID 83634-0000	74.42	RP	M-1
Ada	S2006417205	MONTIERTH RAY	S CURTIS RD	KUNA, ID 83634-0000	3	RP	M-1
Ada	S2006417265	MONTIERTH RAY	S CURTIS RD	KUNA, ID 83634-0000	6.38	RP	M-1
Ada	S2006417500	MONTIERTH EDWARD RAY	S CURTIS RD	KUNA, ID 83634-0000	77.17	RP	M-1
Ada	S2007111100	MONTIERTH EDWARD RAY	S COLE RD	KUNA, ID 83634-0000	475.6	RP	M-2
Ada	S2007111200	MONTIERTH EDWARD RAY	18300 S COLE RD	KUNA, ID 83634-0000	40	RP	M-2
					1087.71		



Kuna Annexation / Zoning Vicinity Map



Jun 29, 2021 - landproDATA.com
Scale: 1 inch approx 2500 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.



July 21, 2021
Peregrine - East Kuna
Annexation Description
Project No. 297-7875-012

ANNEXATION

A parcel of land situated in portions of Sections 6, 7 & 18, Township 1 North, Range 2 East, and a portion of Section 31, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING at the Southwest Corner of said Section 31, thence following the westerly line of said Section 31, North $0^{\circ}27'47''$ East a distance of 2,656.49 feet to the West One Quarter Corner of said Section 31;

Thence following the westerly line of said Section 31, North $0^{\circ}27'07''$ East a distance of 1,320.12 feet to the Northwest Corner of Government Lot 2 of said Section 31;

Thence leaving said westerly line and following the northerly line of said Government Lot 2, South $89^{\circ}06'19''$ East a distance of 1,397.80 feet to the Northeast Corner of said Government Lot 2;

Thence leaving said northerly line and following the easterly line of said Government Lot 2, South $0^{\circ}35'38''$ West a distance of 1,323.61 feet to the Southeast Corner of said Government Lot 2;

Thence leaving said easterly line and following the northerly line of the Southwest One Quarter of said Section 31, South $88^{\circ}57'43''$ East a distance of 1,307.04 feet to the Center One Quarter Corner of said Section 31;

Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of Section 31, South $0^{\circ}24'46''$ West a distance of 1,325.87 feet to the Northwest Corner of the Southwest One Quarter of the Southeast One Quarter of said Section 31;

Thence leaving said easterly line and following the northerly line of said Southwest One Quarter of the Southeast One Quarter of Section 31, South $88^{\circ}47'54''$ East a distance of 1,318.72 feet to the Northeast Corner of said Southwest One Quarter of the Southeast One Quarter of Section 31;

Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of the Southeast One Quarter of Section 31, South $0^{\circ}07'25''$ West a distance of 1,329.94 feet to the Southeast Corner of said Southwest One Quarter of the Southeast One Quarter of Section 31;

Thence leaving said easterly line and following the southerly line of said Section 31, South $88^{\circ}38'42''$ East a distance of 925.37 feet;

Thence leaving said southerly line, South $0^{\circ}27'32''$ West a distance of 545.00 feet;

Thence South $88^{\circ}38'43''$ East a distance of 400.00 feet to a point on the easterly line of said Section 6;

Thence following said easterly line, South $0^{\circ}27'32''$ West a distance of 2,107.72 feet to the East One Quarter Corner of said Section 6;

Thence following said easterly line, South $0^{\circ}26'06''$ West a distance of 1,866.42 feet;

Thence leaving said easterly line, North $88^{\circ}56'56''$ West a distance of 330.00 feet;

Thence South $0^{\circ}26'06''$ West a distance of 792.00 feet to a point on the southerly line of said Section 6;

Thence following said southerly line, South $88^{\circ}56'56''$ East a distance of 330.00 feet to the Southeast Corner of said Section 6;

Thence leaving said southerly line and following the easterly line of said Section 7, South $0^{\circ}07'01''$ West a distance of 2,674.00 feet to the East One Quarter Corner of said Section 7;

Thence following the easterly line of said Section 7, South $0^{\circ}06'03''$ West a distance of 2,632.33 feet to the Southeast Corner of said Section 7;

Thence leaving said easterly line and following the easterly line of said Section 18, South $1^{\circ}12'17''$ West a distance of 364.70 feet to a point on the northerly right-of-way line of the Union Pacific Railroad;

Thence leaving said easterly line and following said northerly right-of-way line, North $68^{\circ}05'51''$ West a distance of 5,752.78 feet to a point on the westerly line of said Section 7;

Thence leaving said northerly line and following the westerly line of said Section 7, North $0^{\circ}20'08''$ East a distance of 963.47 feet to the West One Quarter Corner of said Section 7;

Thence following the westerly line of said Section 7, North $0^{\circ}20'06''$ East a distance of 2,659.42 feet to the Northwest Corner of said Section 7;

Thence leaving said westerly line and following the northerly line of said Section 7, South $88^{\circ}56'59''$ East a distance of 2,693.27 feet to the North One Quarter Corner of said Section 7;

Thence following said northerly line, South $88^{\circ}56'56''$ East a distance of 50.00 feet;

Thence leaving said northerly line, South $0^{\circ}14'12''$ West a distance of 280.06 feet;

Thence South $44^{\circ}37'38''$ East a distance of 575.09 feet;

Thence South $88^{\circ}56'05''$ East a distance of 352.75 feet;

Thence North $0^{\circ}14'10''$ East a distance of 681.99 feet to a point on the said northerly line of Section 7;

Thence following said northerly line, South $88^{\circ}56'56''$ East a distance of 164.90 feet;

Thence leaving said northerly line, North $0^{\circ}23'35''$ East a distance of 495.01 feet;

Thence South $88^{\circ}56'56''$ East a distance of 147.50 feet;

Thence North $0^{\circ}23'35''$ East a distance of 2,163.90 feet to a point on the southerly line of the South One Half of said Section 6;

Thence following said southerly line, North $88^{\circ}55'52''$ West a distance of 2,441.18 feet to the Southeast Corner of Government Lot 5 of said Section 6;

Thence leaving said southerly line and following the easterly line of said Government Lot 5 & Government Lot 4 of said Section 6, North $0^{\circ}24'23''$ East a distance of 2,663.17 feet to the Northeast Corner of Government Lot 4 of said Section 6;

Thence leaving said easterly line and following the northerly line of said Section 6, North $89^{\circ}03'15''$ West a distance of 1,388.14 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM:

A parcel of land situated in a portion of Sections 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 6, thence following the southerly line of said Section 6, North 88°56'56" West a distance of 1,173.33 feet to the **POINT OF BEGINNING**.

Thence following said southerly line, North 88°56'56" West a distance of 295.00 feet;

Thence leaving said southerly line, North 0°23'21" East a distance of 295.00 feet;

Thence South 88°56'56" East a distance of 295.00 feet;

Thence South 0°23'21" West a distance of 295.00 feet to the **POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM:

A parcel of land situated in a portion of Sections 7, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the West One Quarter Corner of said Section 7, thence following the southerly line of Northwest One Quarter of said Section 7, North 88°47'38" West a distance of 1,376.34 feet to the **POINT OF BEGINNING**.

Thence following said southerly line, South 88°47'43" East a distance of 1,321.51 feet to the Center One Quarter Corner of said Section 7;

Thence leaving said southerly line and following the easterly line of said Northwest One Quarter of Section 7, North 0°14'15" East a distance of 1,333.35 feet to the Northeast Corner of the Southeast One Quarter of the said Northwest One Quarter of Section 7;

Thence leaving said easterly line and following the northerly line of said Southeast One Quarter of the Northwest One Quarter of Section 7, North 88°52'16" West a distance of 1,321.15 feet to the Northwest Corner of the said Southeast One Quarter of the Northwest One Quarter of Section 7;

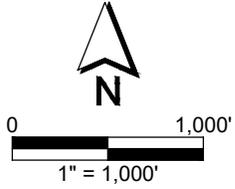
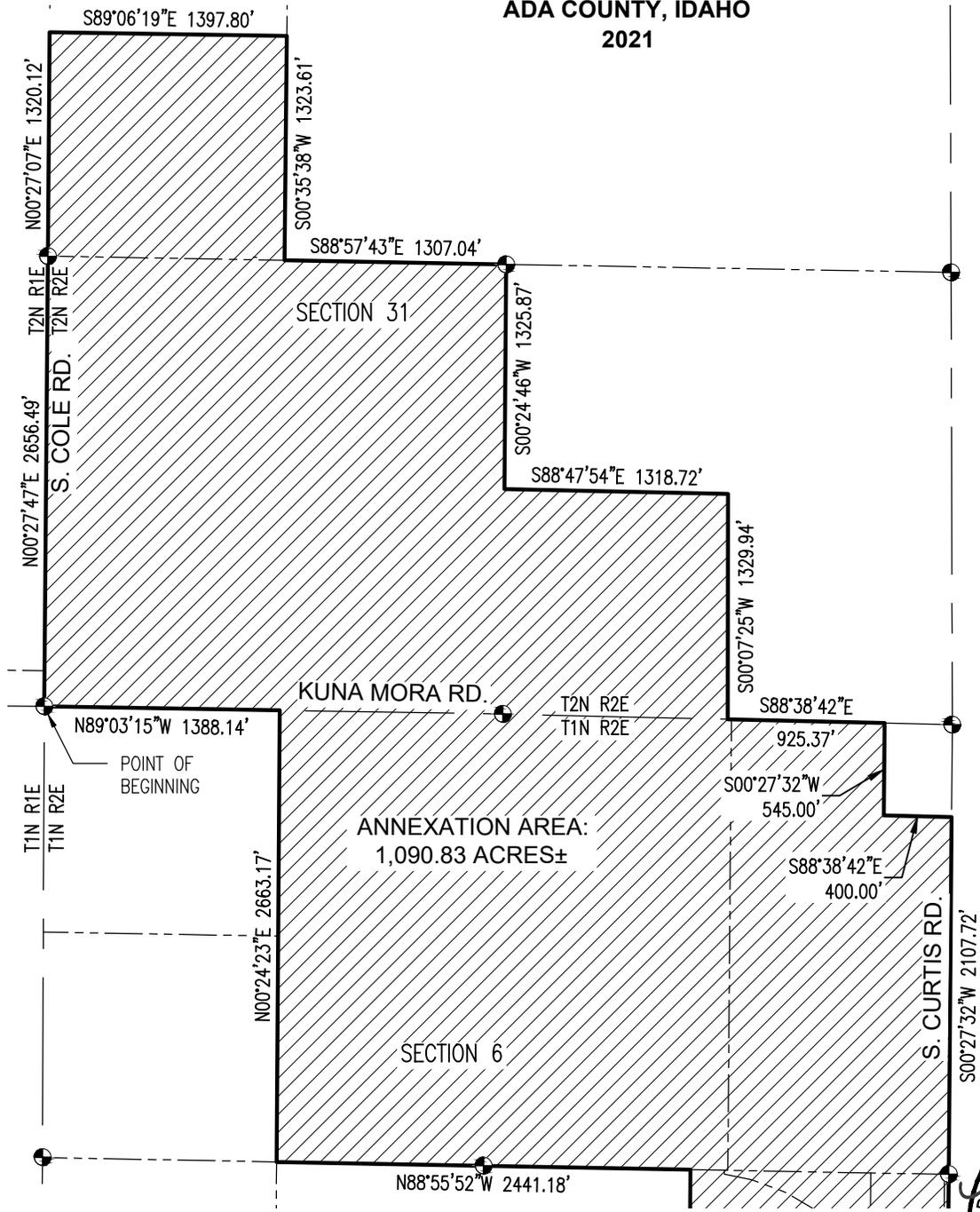
Thence leaving said northerly line and following the westerly line of said Southeast One Quarter of the Northwest One Quarter of Section 7, South 0°15'06" West a distance of 1,331.60 feet to the **POINT OF BEGINNING**

The above-described parcel of land contains 1,090.83 acres, more or less. This description is for annexation purposes only and is not intended for use to transfer title ownership or legally define parcel boundaries.



7/21/2021

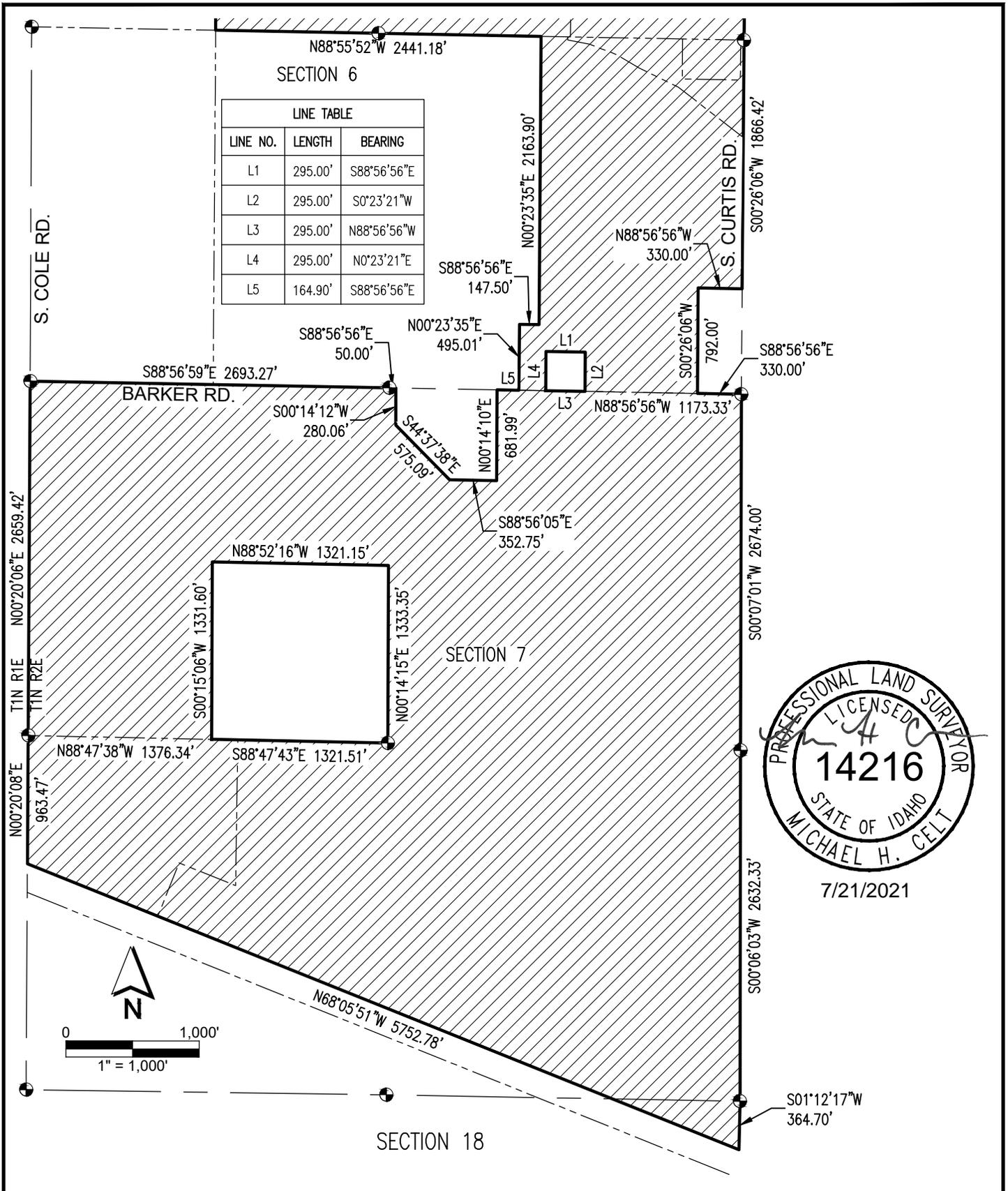
EXHIBIT MAP
LOCATED IN SEC. 6, 7 & 18, T1N, R2E,
& SEC. 31, T2N, R2E, BOISE MERIDIAN,
ADA COUNTY, IDAHO
2021



PROJECT: PEREGRINE - EAST KUNA	
ANNEXATION	
DATE: JULY 21, 2021	SHEET 1 OF 2

Parametrix
 ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714
 P 208.898.0012
 WWW.PARAMETRIX.COM



PROJECT: PEREGRINE - EAST KUNA

ANNEXATION

DATE: JULY 21, 2021

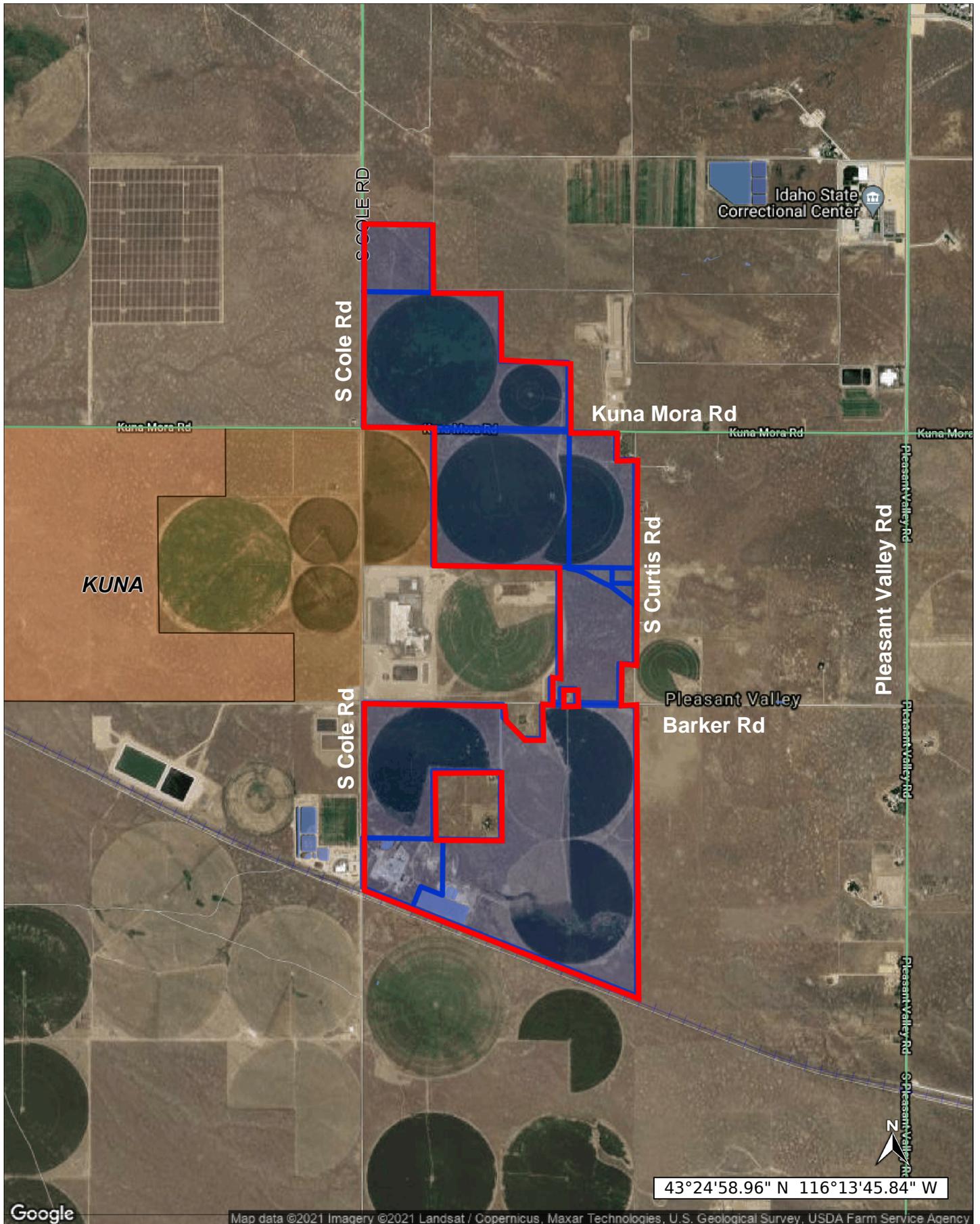
SHEET 2 OF 2

Parametrix
 ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

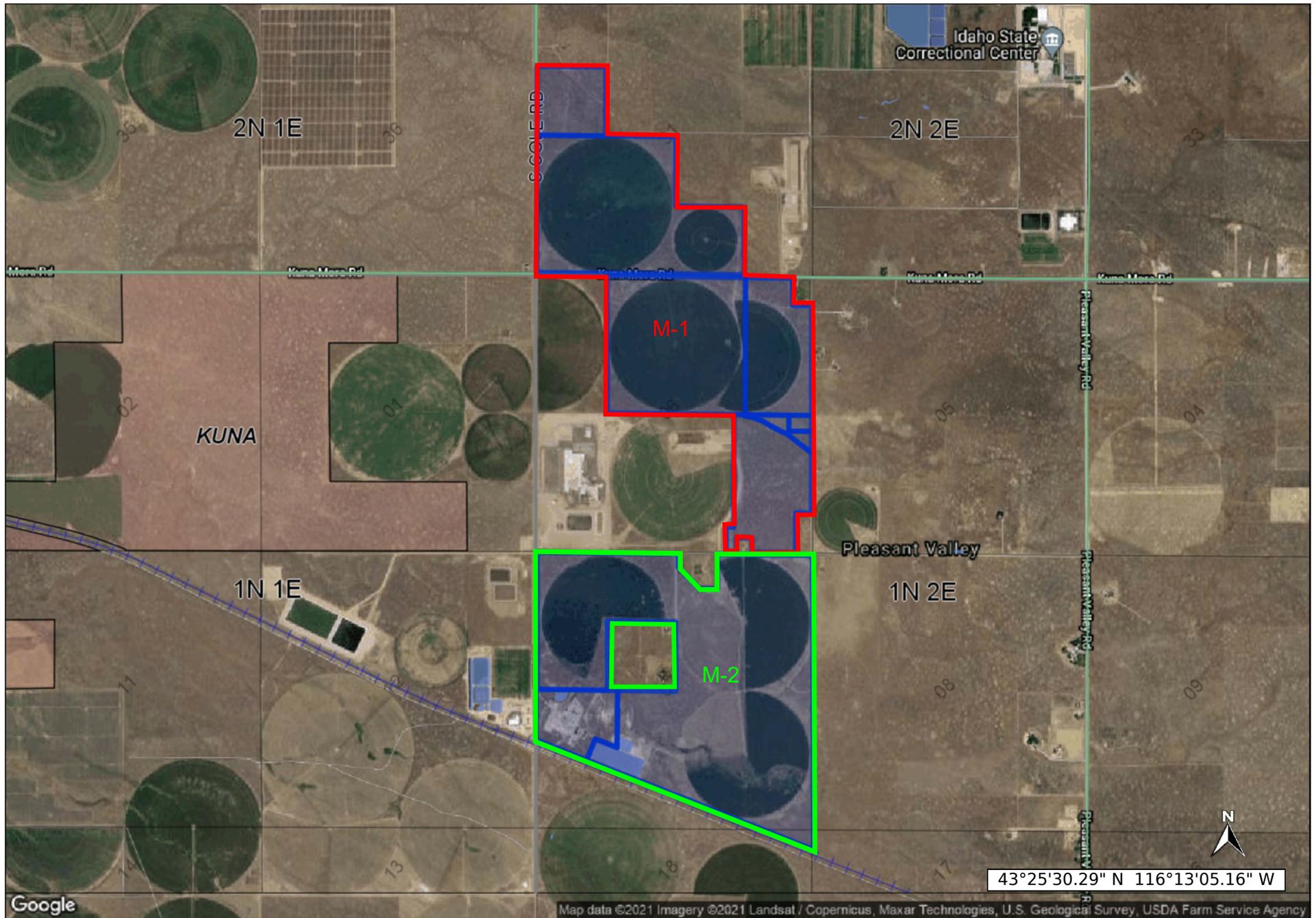
7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714
 P 208.898.0012
 WWW.PARAMETRIX.COM

Gardner Annexation - Kuna

Vicinity Map



Kuna Annexation / Zoning Vicinity Map





8151 W. Rifleman Street
Boise, ID 83704

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 BONNIE OBERBILLIG
PIONEER TITLE COMPANY OF ADA COUNTY

2016-050800
06/10/2016 02:57 PM
\$10.00

ELECTRONICALLY RECORDED-DO NOT
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PART OF THE ORIGINAL DOCUMENT

File No. 596613 SRM/DG

WARRANTY DEED

For Value Received Delmar Albert Last , an unmarried person
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Ray Montierth and Susan Montierth, husband and wife
hereinafter referred to as Grantee, whose current address is 825 Heartland Dr Nampa, ID 83686

The following described premises, to-wit:

Lots 1 and 2, Section 31, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

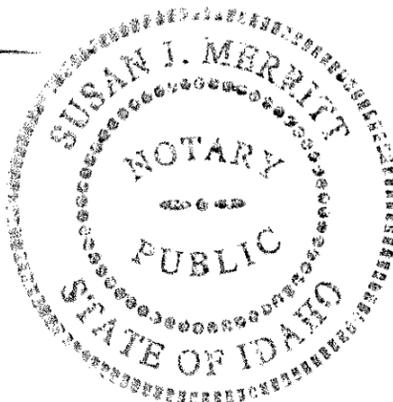
Dated: June 6, 2016


Delmar Albert Last

State of Idaho, County of Ada

On this 10 day of June in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Delmar Albert Last known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Susan J. Merritt
Residing at: Caldwell Id
Commission Expires: 5-5-2017





8151 W. Rifleman Street
Boise, ID 83704

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=2 NIKOLA OLSON
PIONEER TITLE COMPANY OF ADA COUNTY

2019-018550
03/08/2019 11:33 AM
\$15.00

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

File No. 670095 SRM/GL

WARRANTY DEED

For Value Received Edward Ray Montierth and Susan Montierth, husband and wife hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Pleasant Valley Agriculture LLC, a Limited Liability Company hereinafter referred to as Grantee, whose current address is 16250 S. Curtis Road Kuna, ID 83634

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 5, 2019

Edward Ray Montierth

Susan Montierth

State of Idaho, County of Ada

This record was acknowledged before me on 3-7-19 by Edward Ray Montierth and Susan Montierth

Signature of notary public

Commission Expires:



Residing at Caldwell, ID
My Commission Expires: 05-05-2023

EXHIBIT A

PARCEL B of ROS 11735:
CAVALIERI PARCEL:

A portion of the NE1/4 of Section 6, T.1N., R.2E., B.M., Ada County, Idaho being more particularly described as follows:

Commencing at the N1/4 of corner of said Section 6 from which the NE corner of said Section 6 bears South 89°00'46" East, 2,650.75 feet;

thence along the North boundary line of said Section 6 South 89°00'46" East, 1,348.00 feet to the REAL POINT OF BEGINNING.

thence continuing along said North boundary line South 89°00'46" East, 902.76 feet;

thence leaving said North boundary line South 00°05'21" West, 545.00 feet;

thence South 89°00'46" East, 400.00 feet to a point on the East boundary line of said Section 6;

thence along said East boundary line South 00°05'21" West, 2,107.72 feet to the E1/4 corner of said Section 6;

thence the East-West centerline of said Section 6 North 89°17'57" West, 1,302.66 feet;

thence leaving said East-West centerline North 00°05'21" East, 2,659.23 feet to the REAL POINT OF BEGINNING.

A handwritten signature or set of initials, possibly 'M', enclosed within a circular scribble.



8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT
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File No. 588064 SRM/JAS

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 DAWN TRIVOLIS
PIONEER TITLE COMPANY OF ADA COUNTY

2016-012069
02/12/2016 10:50 AM
\$13.00

WARRANTY DEED

For Value Received

Bill E. Wegener an unmarried man

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Ray Montierth and Susan Montierth, husband and wife

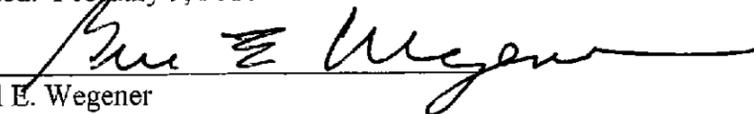
hereinafter referred to as Grantee, whose current address is 825 Heartland Dr Nampa, ID 83686

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

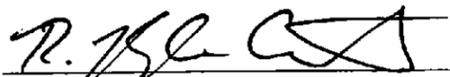
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: February 9, 2016


Bill E. Wegener

State of Idaho, County of Twin Falls

On this 11th day of February in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Bill E. Wegener known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Notary Public
Residing at: Twin Falls
Commission Expires: 7-30-19

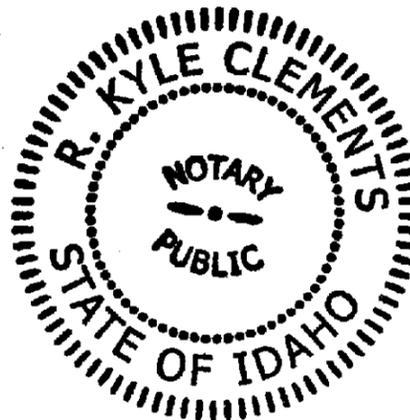


EXHIBIT A

PARCEL I:

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AS SHOWN ON RECORD SURVEY NO. 2989, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO, UNDER INSTRUMENT NO, 94088073, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PLOW SHEAR MARKING THE EAST QUARTER CORNER OF THE SAID SECTION 6, THENCE ALONG THE NORTHERLY BOUNDARY OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6,
THENCE NORTH 88 DEGREES 55' 30" WEST A DISTANCE OF 25.00 FEET TO AN IRON PIN, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING,
THENCE CONTINUING, NORTH 88 DEGREES 55' 30" WEST A DISTANCE OF 435.60 FEET TO AN IRON PIN, LEAVING THE SAID NORTHERLY BOUNDARY, SOUTH 00 DEGREES 26' 18" WEST A DISTANCE OF 300.02 FEET TO AN IRON PIN,
THENCE SOUTH 88 DEGREES 55' 30" EAST A DISTANCE OF 435.60 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH CURTIS ROAD, THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE NORTH 00 DEGREE 26' 18" EAST A DISTANCE OF 300.02 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AS SHOWN ON RECORD OF SURVEY 2989, FIELD FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO, UNDER INSTRUMENT NO, 94088073, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A PLOW SHEAR MARKING THE EAST QUARTER CORNER OF THE SAID SECTION 6, THENCE ALONG THE EASTERLY BOUNDARY OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, WHICH IS ALSO THE CENTERLINE OF SOUTH CURTIS ROAD,
THENCE SOUTH DO DEGREE 26' 18" WEST A DISTANCE OF 731.12 FEET TO A P.K. NAIL, THENCE LEAVING THE SAID EASTERLY BOUNDARY, NORTH 52 DEGREES 12' 52" WEST A DISTANCE OF 618.47 FEET TO AN IRON PIN,
THENCE NORTH 64 DEGREES DO' 03" WEST A DISTANCE OF 325.55 FEET TO AN IRON PIN, THECE NORTH 59 DEGREES 10' 28" WEST A DISTANCE OF 199.02 FEET TO AN IRON PIN, THENCE NORTH 69 DEGREES 11' 43" WEST A DISTANCE OF 215.47 FEET TO AN IRON PIN, THENCE NORTH 78 DEGREES 43' 10" WEST A DISTANCE OF 166.61 FEET TO AN IRON PIN ON THE WESTERLY BOUNDARY OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, THENCE ALONG THE SAID WESTERLY BOUNDARY, NORTH 00 DEGREE 23' 54" EAST A DISTANCE OF 23.16 FEET TO AN IRON PIN MARKING THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, THENCE ALONG THE NORTHERLY BOUNDARY OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER, SOUTH 88 DEGREES 55' 30" EAST A DISTANCE OF 1322.77 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AS SHOWN ON RECORD OF SURVEY 2989, FIELD FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO, UNDER INSTRUMENT NO, 94088073, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PLOW SHEAR MARKING THE EAST QUARTER CORNER OF THE SAID SECTION 6, THENCE ALONG THE NORTHERLY BOUNDARY OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6,
THENCE NORTH 88 DEGREES 55' 30" WEST A DISTANCE OF 25.00 FEET TO AN IRON PIN, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING,
THENCE CONTINUING, NORTH 88 DEGREES 55' 30" WEST A DISTANCE OF 435.60 FEET TO AN IRON PIN, LEAVING THE SAID NORTHERLY BOUNDARY, SOUTH 00 DEGREES 26' 18" WEST A DISTANCE OF 300.02 FEET TO AN IRON PIN,
THENCE SOUTH 88 DEGREES 55' 30" EAST A DISTANCE OF 435.60 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH CURTIS ROAD, THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE NORTH 00 DEGREE 26' 18" EAST A DISTANCE OF 300.02 FEET TO THE POINT OF BEGINNING.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 08/19/13 04:53 PM
DEPUTY Lisa Batt
RECORDED - REQUEST OF
Ray Montierth

AMOUNT 25.00

6



QUIT-CLAIM DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Tyson Fresh Meats, Inc., a Delaware Corporation ("Grantor") does hereby remise, release, and quit-claim unto Ray Montierth and Susan Montierth (collectively, "Grantee"), all of Grantor's right, title, interest, and claim in and to that certain real property located in Ada County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein (the "Premises").

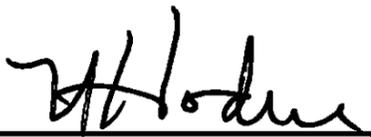
TO HAVE AND HOLD the Premises, subject to the deed restriction set forth on Exhibit B attached hereto and incorporated herein, together with all the appurtenances thereunto, of all interest, equity and claim whatsoever Grantor may have, either in law or equity, unto Grantee, and Grantee's successors and assigns forever.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed this 12 day of August, 2013.

GRANTOR:

TYSON FRESH MEATS, INC.

By: 
Name: Nathan Hodne
Title: Vice President and Assistant Secretary

State of Arkansas)
 S.S.
County of Washington)

On this 12 day of August, in the year of 2013, before me the undersigned notary public, personally appeared Nathan Hodne, known or identified to me to be the Vice President and Assistant Secretary of Tyson Fresh Meats, Inc., on behalf of said corporation, and acknowledged to me that such corporation executed the same.




Notary Public for Arkansas
Residing at Arkansas
My Commission expires 2-25-15

Exhibit A

Legal Description

Parcel 1:

Lots 3 and 4 and the East ½ of the Southwest ¼; and the Southwest ¼ of the Southeast ¼, all in Section 31, Township 2 North, Range 2 East of the Boise Meridian, in Ada County, State of Idaho.

Parcel 2:

The East ½ of the Northwest ¼; and the Northeast ¼, all in Section 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM: A parcel of land in the Northeast ¼ of Section 6, Township 1 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

**Beginning at the Northeast corner of Section 6, Township 1 North, Range 2 East, Boise-Meridian; thence
West along the North section line of Section 6 a distance of 400.00 feet to a point; thence
South parallel to the East section line of Section 6 a distance of 545.00 feet to a point; thence
East parallel to the North section line of Section 6 a distance of 400.00 feet to the intersection of
the East section line of Section 6; thence
North along the East section line of Section 6 a distance of 545.00 feet to the POINT OF
BEGINNING.**

Parcel 3:

East ½ of the Southwest ¼ of Section 6, Township 1 North, Range 2 East of the Boise Meridian, Ada County, Idaho.

Parcel 4:

The West ½ of the Southeast ¼ of Section 6, Township 1 North, Range 2 East, Boise-Meridian, Ada County, Idaho;

EXCEPT that portion described as follows:

**Beginning at the Southeast corner of the Southwest ¼ of the Southeast ¼ of said Section 6;
thence
North 295.00 feet; thence
West 147 ½ feet; thence
South 295 feet to a point; thence
East 147 ½ feet to the POINT OF BEGINNING.**

Parcel 5:

Northeast ¼ of the Northeast ¼ and the Southeast ¼ of the Northeast ¼ of Section 7, Township 1 North, Range 2 East, of the Boise Meridian, Ada County, Idaho.

Parcel 6:

Northwest ¼ of the Northeast ¼ of Section 7 and the Southwest ¼ of the Northeast ¼ of Section 7, all in Township 1 North, Range 2 East of the Boise-Meridian, records of Ada County, State of Idaho.

EXCEPTING THEREFROM a parcel of land situated in the Northeast ¼ of Section 7, Township 1 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of said Section 7, a point marked by an aluminum cap; thence along the North line of said Section 7, South 89°19'04" East 50.00 feet to the POINT OF BEGINNING, marked by a 5/8" iron pin; thence continuing South 89°19'04" East 758.46 feet to a point, marked by a 5/8" iron pin; thence leaving the North line of said Section 7 along a line parallel to the North-South center of section line South 00°07'49" East 681.87 feet to a point marked by a 5/8" iron pin; thence leaving said parallel line and parallel to the North line of said Section 7 North 89°19'04" West 352.64 feet to a point, marked by a 5/8" iron pin; thence leaving said parallel line North 45°00'00" West 575.17 feet to a point, marked by a 5/8" iron pin; thence along a line 50.00 feet East of and parallel to the North-South center of section line North 00°07'49" West 280.00 feet to the POINT OF BEGINNING.

Parcel 7:

The East ½ of the Southwest ¼; the Southwest ¼ of the Southeast ¼; and Government Lots 3 and 4 of Section 7, Township 1 North, Range 2 East, Boise Meridian, Ada County, State of Idaho.

Parcel 8:

The Northwest ¼ of the Northeast ¼; the Southeast ¼ of the Northwest ¼; the East ½ of the Southwest ¼; the Northeast ¼ of the Northwest ¼; and Government Lots 1, 2, 3 and 4 of Section 18, Township 1 North, Range 2 East, Boise Meridian, Ada County, State of Idaho.

Parcel 9:

Government Lot 1 of Section 19, Township North, Range 2 East, Boise Meridian, Ada County, State of Idaho.

Parcel 10:

Lots 1 and 2 and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 7, Township 1 North, Range 2 East of the Boise Meridian, Ada County, Idaho.

Except any portion lying within the right-of-way for South Cole Road and Barker Road.

Parcel 11:

All that portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 12, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, lying South of the railroad tracks.

Except any portion lying within the rights-of-way for South Cole Road and Oregon Short Line Railroad.

Parcel 12:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 1 North, Range 2 East, of the Boise Meridian in Ada County, State of Idaho.

Except ditch and road rights-of-way.

Exhibit B

Deed Restriction

Grantee covenants that the said property conveyed by virtue of this deed shall not be used for or in support of the growing, processing or further processing of meat or meat by-products, but nothing in this restriction is to be construed to prohibit the sale, marketing or distribution of meat or meat by-products. This covenant, condition, and restriction shall remain in effect for a period of twenty (20) years. The aforesaid covenant, condition, and restriction shall run with and bind the said property, and shall bind Grantee, its successors and assigns, including its subsequent grantees, and shall inure to the benefit of and be enforceable by Tyson Foods, Inc., or an affiliated company, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent such violations of such covenants, condition, and restriction and/or to recover damages for such violations.



TitleOne
a title & escrow co.

PROPERTY INFORMATION

Date:

7/21/2021

Prepared By:

TitleOne Customer Service

Property Address:

S Curtis Rd Kuna 83634

Parcel Number:

S2006417500

Warmest Regards,

The TitleOne Team
TitleOne Corporation
www.TitleOneCorp.com

Disclaimer

Any property information contained in this email is subject to the following: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Ada County Property Profile Information



Parcel ID: S2006417500
Property Addr: S Curtis Rd
Kuna ID 83634
Property Type: Other

Owner Information

Owner Name: Montierth, Edward Ray
Second Owner: Montierth, Susan
Mail Addr: 825 Heartland Dr
Nampa ID 83686 - 8156

Assessor Information

Legal Desc: PAR #7500 OF SE4 SEC 6 1N 2E PARCEL
A ROS 10795 #121000-S #417295-C
Subdivision: 1n 2e 06
Lot/Block:
Twn/Rng/Sec: 01N / 02E / 06
Acres: 77.17
Irrigation Dist:
Tax Code Area: 236
2020 Levy Rate: 0.0078
Zoning: Ada County-RP
Homeowner Exemption:



Treasurer Information

Year: 2018 Tax: \$532.40
Year: 2019 Tax: \$570.77
Year: 2020 Tax: \$772.14

Assessor Categories

Year	Cat.	Description	Acres	Value
2021	180	OTHER LAND	75.92	\$115,200.00
2021	190	WASTE LAND	1.25	\$0.00
Totals:			77.17	\$115,200.00

Land Information

Residential Acres: 75.92 Commercial Acres:
Water Source: Sewer: Unknown
View: Water Influence: Corner: No
Topography: Recreation:

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



QUITCLAIM DEED

FOR VALUE RECEIVED, Edward Ray Montierth and Susan Montierth, Husband and Wife do hereby convey, release, remise and forever quit claim unto Edward Ray Montierth and Susan Montierth, Husband and Wife whose current address is:

825 Heartland Drive, Nampa Id 83686

the following described premises:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 2/3/17

Edward Ray Montierth Susan Montierth

Edward Ray Montierth

Susan Montierth

State of Idaho)
) S.S.
County of Ada)

On this 3 day of February, in the year 2017, before me, the undersigned notary personally appeared Edward Ray Montierth and Susan Montierth, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged that he(he)(they) executed the same.



Angela J. Vanderpool
Notary Public
My Commission Expires on 2-22-2022



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

January 23, 2017
South Boundary Legal Description (Parcel A)
For
Ray Montierth

BASIS OF BEARINGS for this description is North $0^{\circ}08'05''$ West between the 5/8" rebar illegible cap marking the southwest corner of Section 6, and the aluminum cap marking the W1/4 corner of Section 6, both in T. 1 N., R. 2 E., B.M.

A parcel of land being a portion of the SE1/4 of Section 6, T. 1 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows;

COMMENCING at a found brass cap marking the southeast corner of said Section 6;

Thence North $89^{\circ}19'01''$ West, coincident with the southerly line of said SE1/4 of Section 6, a distance of 330.00 feet to a 5/8" rebar PLS 14221 and the **POINT OF BEGINNING**;

Thence continuing North $89^{\circ}19'01''$ West, coincident with the southerly line of said SE1/4 of Section 6, a distance of 843.38 feet to a 5/8" rebar PLS 14221;

Thence North $0^{\circ}01'30''$ East, 295.00 feet to a 5/8" rebar PLS 14221;

Thence North $89^{\circ}19'01''$ West, parallel with said southerly line of the SE1/4 of Section 6, a distance of 295.00 feet to a 5/8" rebar PLS 4347;

Thence South $0^{\circ}01'30''$ West, 295.00 feet to a 5/8" rebar PLS 14221 on said southerly line of the SE1/4 of Section 6;

Thence North $89^{\circ}19'01''$ West, parallel with said southerly line of the SE1/4 of Section 6, a distance of 200.00 feet to a 5/8" rebar PLS 14221;

Thence North $0^{\circ}01'30''$ East, parallel with the westerly line of the E1/2 of the SE1/4 of said Section 6, a distance of 495.01 feet to a 5/8" rebar PLS 14221;

Thence South $89^{\circ}19'01''$ East, parallel with said southerly line of the SE1/4 of Section 6, a distance of 147.50 feet to a 5/8" rebar PLS 14221;

Thence North $0^{\circ}01'30''$ East, parallel with said westerly line of the E1/2 of the SE1/4 of Section 6, a distance of 2163.89 feet to a 5/8" rebar PLS 14221 on the northerly line of said SE1/4 of Section 6;

Thence South $89^{\circ}17'57''$ East, coincident with said northerly line of the SE1/4 of Section 6, a

distance of 200.00 feet to a 5/8" rebar PLS 4347 marking the CE1/16 corner of said Section 6; Thence South 0°01'30" West, coincident with said westerly line of the E1/2 of the SE1/4 of Section 6, a distance of 23.15 feet from which bears 0.13 feet a 1/2" rebar with an illegible cap on the southerly boundary of ROS 2989, Ada County Records;

Thence South 79°05'37" East, coincident with said southerly boundary of ROS 2989, a distance of 166.66 feet;

Thence South 69°34'10" East, coincident with said southerly boundary of ROS 2989, a distance of 215.47 feet;

Thence South 59°32'55" East, coincident with said southerly boundary of ROS 2989, a distance of 199.02 feet;

Thence South 64°22'30" East, coincident with said southerly boundary of ROS 2989, a distance of 325.55 feet;

Thence South 52°35'19" East, coincident with said southerly boundary of ROS 2989, a distance of 618.42 feet on the easterly line of said SE1/4 of Section 6;

Thence South 0°04'01" West, coincident with said easterly line of the SE1/4 of Section 6, a distance of 1135.32 feet to a 5/8" rebar PLS 14221;

Thence North 89°19'01" West, parallel with said southerly line of the SE1/4 of Section 6, a distance of 330.00 feet to a 5/8" rebar PLS 14221;

Thence South 0°04'01" West, parallel with said easterly line of the SE1/4 of Section 6, a distance of 792.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 77.17 acres more or less.

Carl Porter, PLS

Date

End Description



8151 W. Rifleman Street
Boise, ID 83704

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 CHE FOWLER
PIONEER TITLE COMPANY OF ADA COUNTY

2020-079043
06/26/2020 03:31 PM
\$15.00

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

File No. 722333 SRM/JAS

QUITCLAIM DEED

For Value Received

Edward Ray Montierth and Susan Montierth, husband and wife
do hereby convey, release, remise and forever quit claim unto

Edward Ray Montierth and Susan Montierth, husband and wife
whose address is 825 Heartland Drive, Nampa, Id 83686

the following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

together with their appurtenances.

Dated: June 25, 2020


Edward Ray Montierth

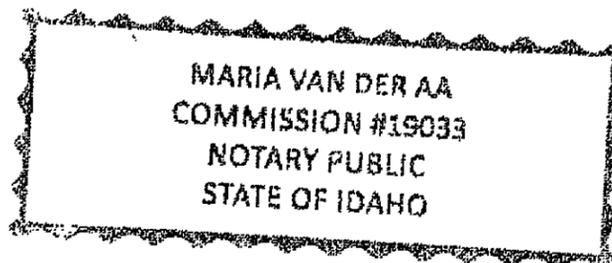

Susan Montierth

State of Idaho, County of Ada

This record was acknowledged before me on 6-26-2020 by Edward Ray Montierth and
Susan Montierth


Signature of notary public

Commission Expires:



RESIDING IN EAGLE, ID
COMMISSION EXPIRES AUG 13, 2022

**LEGAL DESCRIPTION FOR
RAY MONTIERTH
PARCEL 1**

A parcel of land located in Section 7, and a portion of the Northeast 1/4 of the Northeast 1/4 of Section 18, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of Section 7, Township 1 North, Range 2 East, Boise Meridian, derived from found monuments and taken as South 88°56'59" East with the distance between monuments found to be 5335.02 feet.

BEGINNING at the Northwest Corner of said Section 7, Township 1 North, Range 2 East, Boise Meridian;

Thence along the North line of the Northwest 1/4, South 88°56'59" East, to the North 1/4 Corner of said Section 7, a distance of 2,693.27 feet;

Thence along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 7 South 88°56'59" East a distance of 50.00 feet;

Thence leaving said North line, South 00°14'10" West, a distance of 280.04 feet;

Thence South 44°37'40" East, a distance of 575.09 feet;

Thence South 88°56'07" East, a distance of 352.75 feet;

Thence North 00°14'08" East, to a point on the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 7, a distance of 681.98 feet;

Thence along said North line, South 88°56'59" East, to the Northeast Corner of said Section 7, a distance of 1,833.28 feet;

Thence along the East line of the Northeast 1/4 of the Northeast 1/4 of said Section 7, South 00°07'33" West, to the North 1/16 Corner of said Section 7, a distance of 1,336.95 feet;

Thence along the East line of the Southeast 1/4 of the Northeast 1/4 of said Section 7, South 00°06'26" West, to the East 1/4 Corner of said Section 7, a distance of 1,337.05 feet;

Thence along the East line of the Southeast 1/4 of said Section 7, South 00°06'02" West, to the Southeast Corner of said Section 7, a distance of 2,632.33 feet;

Thence along the East line of the Northeast 1/4 of the Northeast 1/4 of Section 18, South 01°12'13" West, to a point on the on the North Right of Way line of the Union Pacific Railroad, a distance of 364.70 feet;

CONTINUE DESCRIPTION FOR
RAY MONTIERTH
PARCEL 1

Thence along said North Right of Way line, North 68°05'53" West, a distance of 4,698.69 feet;

Thence leaving said North Right of Way North 21°54'07" East, a distance of 430.97 feet;

Thence South 68°05'53" East, a distance of 456.20 feet;

Thence North 00°52'44" East, to a point on the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 7, a distance of 1,093.98 feet;

Thence along said South line South 88°47'45" East, to the Center 1/4 Corner of said Section, a distance of 1,124.31 feet;

Thence along the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 7, North 00°14'13" East, to the Center North 1/16 Corner of said Section 7, a distance of 1,333.35 feet;

Thence along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 7, North 88°52'18" West, to the Northwest 1/16 Corner of said Section 7, a distance of 1,321.15 feet;

Thence along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 7, South 00°15'04" West, a to the Center West 1/16 Corner of said Section 7, a distance of 1,331.59 feet;

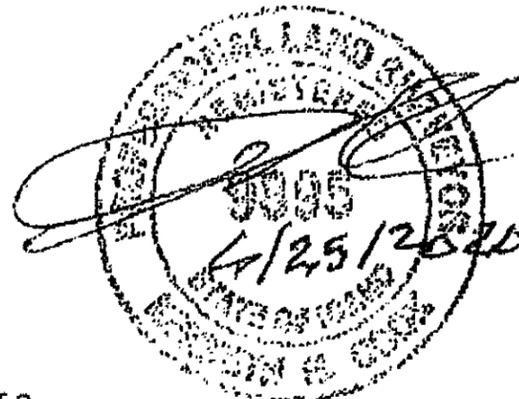
Thence along the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 7, North 88°47'40" West, to the W 1/4 Corner of said Section 7, a distance of 1,376.34 feet;

Thence along the West line of the Northwest 1/4 of said Section 7, North 00°20'05" East, a distance of 2659.42 feet to the **POINT OF BEGINNING**.

Said Parcel containing 20,895,543 square feet or 479.70 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687





Neighborhood Meeting Certification

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov



You **must** conduct a Neighborhood Meeting **prior** to submission of an application for Annexation; Rezone; Special Use Permit; Subdivision; and Variance. Please see Kuna City Code 5-1A-2 for more information or contact the Planning & Zoning Department at (208) 922-5274.

The Neighborhood Meeting Certification packet includes the following:

- Neighborhood Meeting Certification – This acts as quick reference information regarding your project.
- Sign-in Sheet – This provides written record of who attended your Neighborhood Meeting.
- Neighborhood Meeting Minutes – Provides space in which to record the items discussed and any concerns attendees may have.

A Neighborhood Meeting cannot take place more than two (2) months prior to acceptance of the application and an application will not be accepted before the meeting is conducted. You are required to mail written notification of your meeting, allowing at least fourteen (14) days before your meeting for property owners to plan to attend. **Contacting and/or meeting individually with property owners will not fulfill Neighborhood Meeting requirements.** You may request a 300' property owners mailing list by completing the Neighborhood Meeting Mailing List Request form located under Forms & Applications on the City of Kuna website.

Neighborhood Meetings must be held on either a weekend between 10:00 Am & 7:00 PM, or a weekday between 6:00 PM & 8:00 PM. The meeting **cannot** be conducted on holidays, holiday weekends, or the day before/after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- Subject property;
- Nearest available public meeting place (i.e. Libraries, Community Centers, etc.); or
- An office space within a one (1) mile radius of the subject property.

Once you have held your Neighborhood Meeting, please complete this certification form and include with your application along with the Sign-in Sheet, Neighborhood Meeting Minutes & a copy of the notification mailed to attendees.

Description of proposed project: _____

Date of Meeting: _____ Time: _____

Meeting Location: _____

Site Information

Location: Section _____ Township _____ Range _____ Total Acres _____

Subdivision Name: _____ Lot _____ Block _____

Address: _____

Parcel No(s): _____

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: _____

Address: _____

Contact Person

Name: _____

Business Name (if applicable): _____

Address: _____

Phone: _____ Email: _____

Applicant

Name: _____

Address: _____

Phone: _____ Email: _____

I, _____, certify that a Neighborhood Meeting was conducted at the time and location noted on this form in accordance with Kuna City Code 5-1A-2.

Applicant Signature: _____ Date: _____

SIGN-IN SHEET

Project Name: _____

	Name	Address	Phone
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COMMITMENT TO PROPERTY POSTING

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov



Per Kuna City Code (KCC) 5-1A-8, the Applicant, for all applications requiring a Public Hearing, shall post the subject property *not less than ten (10) days prior to the hearing*. The Applicant shall post a copy of the Public Hearing notice on the property under consideration; all posting must be in substantial compliance.

The Applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the Planning and Zoning Department *no later than seven (7) days* prior to the Public Hearing, attesting to where and when the sign(s) were posted. Unless such certificate is received by the required date, the hearing will be continued to the next available date, as scheduling permits.

The signs shall be removed no later than three (3) days after the end of the Public Hearing for which the sign(s) had been posted.

Print Name: _____

Signature: _____ Date: _____



Development Agreement Application



PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

A Development Agreement requires a Public Hearing with the Planning & Zoning Commission & City Council. A Public Hearing sign will be required to be posted by the Applicant for both meetings. Development Agreements are required to accompany Annexation, Rezone & Planned Unit Development applications. Sign posting regulations are available online in Kuna City Code 5-1A-8.

Office Use Only	
Case No(s):	Case No. 21-03-DA
Project Name:	East Kuna Industrial
Date of Pre-Application Meeting:	07.19.2021
Date Received:	08.03.2021
Date Accepted as Complete:	08.03.2021

Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet
- Proposed Development Agreement shall include the following:
 - Specific use or uses of the parcel for which the Development Agreement is sought
 - The allowed or Conditional Use in the conditional zone for which application has been made
 - Concept plan of the project to be developed on the parcel showing:
 - Description of density allowed or sought
 - Max height, size and location of any structures on the property
 - Time required to begin the use on the property
 - Statement by the owner of the parcel that failure to comply with the commitments in the Development Agreement shall be deemed consent to Rezone the use to the pre-existing zone or, in the case of an initial zone at Annexation, a zone deemed appropriate by the Council
 - Other matter(s) mutually agreeable to the parties
- Commitment of Property Posting Form
- Neighborhood Meeting Certification
- Affidavit of Legal Interest

This application shall not be considered complete (nor will a Public Hearing be scheduled) 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, and any additional items via a Letter of Completeness.

Information to Note:

The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee (KCC 5-1A-2C).

Complete applications shall be reviewed within sixty (60) days of date of acceptance (KCC 5-1A-5A).

Applicant Signature: _____ Date: _____

By signing, you are confirming you have provided all required items listed on this application.

**Recording Requested By and
When Recorded Return to:**

**City of Kuna
Attn: City Clerk
751 W. 4th Street
Kuna, Idaho 83634**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**City of Kuna – Montierth
M-2 DEVELOPMENT AGREEMENT**

[Idaho Code § 67-6511A and Chapter 14 of Title 5 Kuna City Code]

Parties to the Agreement:

City of Kuna

“City”

City Hall
751 W. 4th Street
Kuna, ID 83634

Ray Montierth
Susan Montierth

“Owner”

Ray and Susan Montierth
825 Heartland Drive
Nampa, ID 83686

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EXHIBIT B:	H.B. 389

M-2 DEVELOPMENT AGREEMENT
City of Kuna – Ray and Susan Montierth

THIS M-2 DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, by and through its Mayor (“**City**”) and Ray Montierth and Susan Montierth, husband and wife, the current owners of the Subject Real Property, and their successors and/or assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals, and in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, City, and Owner represent, covenant and agree as follows:

SECTION 1
DEFINITIONS

For all purposes of this Agreement, the following words in **bold** print that appear in this Agreement have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise and is not capitalized:

- 1.1 **Act:** Means and refers to the Local Land Use Planning Act as codified in Chapter 65 of Title 67, Idaho Code.
- 1.2 **Annexation Ordinance:** Means and refers to the annexation ordinance of the City that annexes the Subject Real Property into the City.
- 1.3 **Annexation Statute:** Means and refers to Idaho Code Section 50-222.
- 1.4 **Applicable Rules:** Means and refers to all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date.
- 1.5 **Applications:** Means and refers collectively to all of Owner’s applications to the City regarding the Subject Real Property inclusive of: Annexation Application and Zoning Application.
- 1.6 **City:** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.
- 1.7 **City Authority:** Means and refers to the following:
 - The annexation authority of the City pursuant to the Annexation Statute to annex lands, which are adjacent to the existing City boundaries upon consent of the Owners, when the annexation of those lands is reasonably necessary to assure the orderly development of the City which is efficient and economically viable of both tax-supported and fee-supported City services and equitably

allocates the costs of public services in the management and development of the urban fringe of the City; and

- The authority of the City pursuant to the Act (I.C. § § 67-6503) to exercise the powers conferred by the Act; and to *ensure that adequate public facilities and services are provided to the people at reasonable cost*; (I.C. § § 67-6502 (b)).

- 1.8 City Council:** Means and refers to the City Council of the City.
- 1.9 City Property Tax Supported Services:** Means and refers to the City services and operations which are not City Proprietary Fee Supported Services, and which are either partially funded or totally funded by property taxes.
- 1.10 Comprehensive Plan:** Means and refers to the City of Kuna Comprehensive Plan.
- 1.11 Developer:** Means and refers to KC Gardner Company, LC, a Utah limited liability company, authorized to do business in the state of Idaho as a foreign limited liability company.
- 1.12 Effective Date:** Means and refers to the date that this Agreement takes effect, which is the date that the Annexation Ordinance is final and recorded.
- 1.13 H.B. 389:** Means and refers to House Bill No. 389 approved by the Legislature of the state of Idaho at the First Regular Session of 2021 and signed into law by the Governor of the state of Idaho effective January 1, 2021, a true and correct copy of which is attached marked **Exhibit B** and by this reference incorporated herein this definition.
- 1.14 Impact Area:** Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Act.
- 1.15 Mortgage:** Means and refers to any lien placed upon the Subject Real Property, or any portion thereof, including the lien of any mortgage or deed of trust, as a pledge of real property to a creditor as security for performance of an obligation or repayment of a debt.
- 1.16 Owner:** Means and refers to Ray Montierth and Susan Montierth, husband and wife, the owners of the Subject Real Property as of the Effective Date, and after the Effective Date of this Agreement shall refer to any successor to the owner or owners of the Subject Real Property.
- 1.17 Party or Parties:** Means and refers to the City and/or the Owner, as the Parties to this Agreement, depending upon the context of the term as used in this Agreement.
- 1.18 Planning & Zoning Commission:** Means and refers to the City's Planning & Zoning Commission.

- 1.19 Project:** Means and refers to the intended development of the Subject Real Property as governed by this Agreement, for the land uses permitted hereby.
- 1.20 Subject Real Property:** Means and refers to that certain real property located in Ada County, Idaho, legally described and depicted in *Exhibit A*.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1 Municipal Corporation.** City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code; and
- 2.2 Authority.** City has City Authority; and
- 2.3 Comprehensive Plan.** City has the power and duty under the Act [I.C. § 67-6508] to conduct a comprehensive planning process, and to prepare, implement, review and update a comprehensive plan and is exercising its power and duties under the Act and has established a Comprehensive Plan; and
- 2.4 City Intentions:** The City intends, in consideration of granting the Applications, that any change in the Existing Uses and Existing Improvements shall not impose additional burdens upon the City Property Tax Supported Services' ability to provide services which will result in a reduction of the level of those services; and will result in the orderly development of the City in a manner that allows for the efficiency and economic viable of both tax-supported and fee-supported City services and equitably allocates the costs of public services in the management and development of the urban fringe of the City; and
- 2.5 Zoning Ordinance.** City has enacted its Zoning Ordinance, pursuant to its power and duty under the Act [I.C. § 67-6511]; and has established within its boundaries one (1) or more zones or zoning districts with established standards of land use regulation in conformance with its Comprehensive Plan; and
- 2.6 Development Agreement.** City has the power under the Act [I.C. § 67-6511A], by ordinance, to require or permit as a condition of rezoning of real property that Owner make a written commitment concerning the use or development of the Subject Real Property; and
- 2.7 Impact Area.** The Subject Real Property is within the Impact Area; and
- 2.8 Applications.** Developer with the Owner's consent filed Annexation and Zoning Applications for the Subject Real Property to be annexed into the City and zoned as set forth in this Agreement; and

- 2.9 City Approval.** City processed and approved the Applications, this Agreement, and the Annexation Ordinance in accordance with the City's Zoning Ordinance and the Act; and
- 2.10 Planning Benefits.** The development and use of the Subject Real Property pursuant to this Agreement shall result in significant planning and economic benefits to the City and the Owner and Developer by, without limitation:
- encouraging investment in and commitment to comprehensive planning for efficient utilization of the City and other public resources to secure quality planning, growth and protection of the environment;
 - requiring development of the Subject Real Property consistent with the Comprehensive Plan, the Kuna City Code, and this Agreement;
 - subject to the restrictions of H.B. 389, may have the potential of increasing tax and other revenues to the City based on a strengthened tax base of improvements to be constructed on and in reasonable proximity to the Subject Real Property;
 - creating employment through development of the Subject Real Property consistent with this Agreement; and
- 2.11 Assurances.** This Agreement promotes and encourages the development and use of the Subject Real Property by providing Owner and Owner's creditors with general permitting assurances of Owner's intentions to develop the Subject Real Property in accordance with this Agreement; and
- 2.12 Written Commitment.** It is the intention and purpose of the Parties by entering into this Agreement to establish the requirements and conditions as a condition of rezoning the Subject Real Property that the Owner is making a written commitment that use of the Subject Real Property will be in accordance with this Agreement; and
- 2.13 Mutual Benefits.** The Parties agree that the mutual benefits received pursuant to the terms of this Agreement and the rights granted by the City and secured to and required of the Owner hereunder constitute sufficient consideration to support the covenants and agreements of the City, and the Owner.

SECTION 3 PROJECT ZONING AND LAND USE APPROVALS

- 3.1 Land Uses.** The following uses shall be allowed on the Subject Real Property:
- 3.1.1** The existing industrial and agricultural uses existing on the Subject Real Property on the Effective Date, permitting their continuation consistent with Kuna City Code;

3.1.2 All uses permitted or conditionally permitted in the M2 zone, to the extent a conditional use permit is obtained for conditionally permitted uses within the Subject Real Property; and

3.1.3 A lagoon system as approved by City to be developed on the Subject Real Property, together with such utilities and infrastructure connecting it to and serving certain adjoining property.

3.2 Land Use Development and City Property Tax Supported Services Costs Analysis:

The development, construction or installation of any improvements upon the Subject Real Property by the Owner, in compliance with the allowed uses, is subject to (i) the Owner obtaining the permit/s as required by City ordinance; (ii) an analysis of City Property Tax Supported Services reasonably anticipated to be provided during the construction and subsequent possession and allowed use by the Owner of those improvements, which will be negatively impacted by the property tax limitations imposed upon the City by H.B. 389; and (iii) to the extent required based on such analysis, a payment imposed upon the Owner as a condition of issuance of a permit in accordance with the following criteria and process:

- The projected additional City Property Tax Supported Services costs needed to serve the Subject Real Property during development, construction or installation of the improvement/s and subsequent uses following their completion; and
- The projected incremental amount of the property tax to be collected from the Subject Real Property; and
- The projected amount of the City's Project property tax loss imposed by H.B. 389 which would be used to fund the projected additional City Property Tax Supported Services costs.
- The City Treasurer shall review the permit application with the Owner and conduct a reasonable investigation necessary to perform the projections, in accordance with the above stated criteria to determine the amount of City Property Tax Supported Services Costs which the Owner shall pay to the City as a condition of the issuance of the permit. The payment analysis determination may, when relevant, provide for initial payment by the Owner and subject to agreement for subsequent payment by the Owner in future City fiscal years. The payment analysis determination may, when relevant, be deemed to satisfy the payment condition for all permits, improvements, and uses involved in a multi-phased development.
- The Owner may file an appeal of the Treasurer's payment analysis determination of the City Property Tax Supported Services Costs with the City Clerk within fourteen (14) days of the receipt of the Treasurer's determination to the City Council who shall then set a hearing on the matter. City Council decision on appeal will be the final City action on the matter.

- 3.3 City Cooperation.** City shall cooperate with the Owner, as is reasonably necessary for the Owner to construct any improvements upon the Subject Real Property as permitted by this Agreement, to provide temporary encroachment permits and or temporary construction easements for the City real property or right-of-way so long as the same is not an unreasonable interference with the City's use thereof and only to the extent reasonably necessary.

SECTION 4

AGREEMENT MODIFICATIONS AND ANNEXATION OF ADDITIONAL PROPERTY

- 4.1 Changes in Applicable Rules.** The City represents to the Company that no Applicable Rule conflicts with the provisions of this Agreement. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations.
- 4.2 Amendments.** Except as otherwise provided in this Agreement, amendments of this Agreement must be in writing, agreed to by all then-existing owners of the Subject Real Property and City, and approved by the City Council.

SECTION 5 VESTED RIGHTS

- 5.1 Vested Rights.** Upon the Effective Date, the Owner shall have vested rights to develop and use the Subject Real Property consistent with this Agreement.
- 5.2 Consideration.** The determinations of the City memorialized in this Agreement, together with the assurances provided to the Owner in this Agreement, including this Section, are bargained for and is a consideration for the undertakings of the Owner as set forth herein and contemplated by this Agreement, and are intended to be and have been relied upon by the Owner.

SECTION 6 DEFAULT

- 6.1 Enforcement of Terms and Conditions of the Agreement.** The enforcement of the terms and conditions of this Agreement and any permits issued by the City pursuant to this Agreement are as follows:
- 6.1.1 Default.** The failure of the Owner, or the City to comply or perform, in accordance with the terms and conditions of this Agreement or the terms and conditions of any permit issued by the City pursuant to this Agreement, shall be a default of this Agreement and processed as follows:

6.1.2 City Default Claims. A claim of default by the City may be made against the Owner by the City’s Director of Public Works or Zoning Administrator (“**City Director**”), depending upon the default.

6.1.3 Owner Default Claims: A claim of default may be made by the Owner against the City, depending upon the default.

6.1.4 Claimant and Accused. For purposes of this Section of the Agreement, a claim of default is made by a (“**Claimant**”) against an (“**Accused**”).

6.1.5 Default Written Notice of Intent. The Claimant shall serve the Accused with a Default Written Notice of Intent (“**Notice of Intent**”).

6.1.5.1 The written Notice of Intent shall include the matters and facts which form the basis for the notice and a stated reasonable time within which the Accused is to correct and remedy the default. Such reasonable time frame shall depend upon the exigencies surrounding the matters and facts set forth in said Notice.

6.1.5.2 The written Notice of Intent shall state the factual and legal reasons for the claim of default, the actions to be taken by the Accused to cure the claim of default and a demand that the Accused respond in writing, within a reasonable stated time, as to whether or not the Accused consents to comply with the Notice of Intent or denies the claim of default.

6.1.5.3 The Accused shall have a minimum of thirty (30) days to remedy any default. If the default is such that more than thirty (30) days would reasonably be required to cure default, then the Accused shall have such additional time as may be necessary to perform or comply so long as the Accused commences performance within such thirty (30) day period and diligently proceeds to complete such performance and timely cures any exigent circumstance of the claim of default that affects public health and safety.

6.1.5.4 The Notice of Intent shall be served as follows upon:

- *Owner:* by U.S. Mail at the address as listed by the Ada County Assessor’s office for the Subject Real Property or any part thereof; and
- *City:* by U.S. Mail to the address herein designated by the City.

6.1.6 Notice to Show Cause. In the event the Accused fails to correct and remedy a default or noncompliance, within the reasonable time designated in the Notice of Intent, to the satisfaction of the Claimant, the Claimant shall then request the City Council [or the Planning & Zoning Commission only in the event the Commission has original jurisdiction by reason of a permit which is at issue in the matter] or otherwise request the City Council to proceed to set a hearing and provide written notice of the hearing to show cause to the Accused of the request to take action as identified in the Notice of Intent and to enforce the terms of this Agreement.

6.1.6.1 The written notice of the hearing to show cause shall be served upon the Claimant and the Accused at least twenty-eight (28) days in advance of the hearing.

6.1.6.2 At the hearing to show cause, the Accused may present evidence as to why it or they are not in default.

6.1.6.3 Following any presentation of evidence by the Accused and any rebuttal by the Claimant and any other interested persons, the Planning & Zoning Commission and/or the City Council, as the case may be, shall determine the matter and issue Findings of Fact, Conclusions of Law and an Order of Decision in accordance with the evidence presented at the Show Cause hearing.

6.1.6.4 Any determination made by the Planning & Zoning Commission may be appealed to the City Council. A notice of appeal must be filed within fourteen (14) days of the final decision of the Planning & Zoning Commission.

6.1.6.5 The Findings of Fact, Conclusions of Law and Order of Decision issued by the City Council shall be the final administrative remedy of any claim of default under this Agreement and the Parties may thereafter seek legal action in a court of competent jurisdiction for any legal or equitable remedy, including, without limitation, declaratory relief and or specific performance of this Agreement as the case may be, but the Parties shall not be entitled to consequential damages in any such action.

6.1.7 Prevailing Party. In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

SECTION 7 MORTGAGES

- 7.1 Mortgages.** This Agreement shall not prevent or limit Owner from encumbering the Subject Real Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon Owner's request from time to time, City shall meet with Owner and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.
- 7.2 Mortgage Notice and Cure Rights.** If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to Owner hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.
- 7.3 Disaffirmation.** If this Agreement is terminated with respect to a portion of the Subject Real Property by reason of any default by Owner, or as a result of a bankruptcy proceeding of Owner, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Owner or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Subject Real Property.
- 7.4 Senior to Mortgage.** This Agreement shall be superior and senior to any Mortgage of the interests of the property owner of any real property within the Subject Real Property of record recorded subsequent to this Agreement.
- 7.5 No Impairment.** No default of this Agreement by the property owner shall invalidate or impair a Mortgage made in good faith and for value.
- 7.6 Subject to Agreement.** Any acquisition or acceptance of title or any right or interest in or with respect to the Subject Real Property, or any portion thereof, by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, shall be subject to all of the terms and conditions contained in this Agreement.
- 7.7 No Mortgagee Obligation.** No mortgagee shall have an obligation or duty under this Agreement to perform the Owner's obligations or other affirmative covenants of the Owner hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by the Owner is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

SECTION 8 NOTICES AND FILINGS

8.1 Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or delivered in connection herewith shall be validly delivered, filed, made, or served if in writing and delivered personally or delivered by a nationally recognized overnight courier or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

City:

City of Kuna
Attn: Mayor
751 W. 4th Street
Kuna, ID 83634

With a copy to:

William F. Gigray, III
WHITE PETERSON
5700 E. Franklin Rd., Suite 200
Nampa, ID 83687

Owner:

Ray and Susan Montierth
825 Heartland Drive
Nampa, ID 83686

or to such other addresses as either Party hereto may from time to time designate in writing and delivery in a like manner.

8.2 Mailing Effective. Notices, filings, consents, approvals and communication given by mail shall be deemed delivered immediately if personally delivered, 24 hours following deposit with a nationally recognized courier, or 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

**SECTION 9
OWNER ASSIGNMENT OF AGREEMENT RIGHTS**

- 9.1 Owner Assignment.** The assignment of any of the Owner's rights and obligations of this Agreement shall in accordance with the following:
- 9.1.1 Complete Assignment of Owner's rights.** A total assignment of the Owner's rights and obligations under this Agreement in connection with all undeveloped portions of the Subject Real Property shall be assigned upon written consent of the City Council which shall not be unreasonably withheld, conditioned or delayed subject only to the following conditions:
- 9.1.1.1** Prior written notice from the Owner to the City Council together with the identification of the proposed assignee together with the proposed assignee's written affirmation of their intentions and ability to perform the conditions of this Agreement; and
- 9.1.1.2** Owner is not in default of this Agreement or the Assignee tenders to the City a guarantee of the Assignee's performance of the Owner's default upon assignment; and
- 9.1.1.3** The total assignment by the Owner shall be by a written instrument including the acceptance of the assignee to the terms and conditions of this Agreement, and the City Council's written consent and shall then be recorded in the official records of Ada County, Idaho, expressly assigning such rights and obligations.
- 9.1.1.4** In the event of such total assignment of the Owner's rights and obligations hereunder, the Owner's liability under this Agreement shall then terminate.
- 9.1.2 Affiliated Parties.** Notwithstanding any other provisions of this Agreement, upon written notice to City, the Owner may assign its rights and obligations under this Agreement to any affiliate controlling, controlled by or under common control with the Owner without consent by City Council and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations under this Agreement.
- 9.1.3 Successors and Assigns.** Notwithstanding any other provisions of this Agreement, the Owner may assign all or part of the Owner's rights and duties under this Agreement as collateral to any financial institution from which the Owner has borrowed funds for use in developing the Subject Real Property. Such an assignment shall not relieve the Owner from any obligations of this Agreement.

**SECTION 10
MISCELLANEOUS**

- 10.1 Agreement runs with the Subject Real Property.** The burdens of this Agreement are binding upon, and the benefits inure to, all successors in interest of the Parties to this Agreement and constitute covenants that run with the Subject Real Property. Each commitment and restriction of this Agreement on the Subject Real Property shall be a burden on the Subject Real Property and shall be appurtenant to and for the benefit of the Subject Real Property and shall run with the land.
- 10.2 Choice of Law.** This Agreement shall be construed in accordance with the laws of the state of Idaho in effect on the Effective Date. Any action brought in connection with this Agreement shall be brought exclusively in the federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.
- 10.3 Waiver of Jury Trial.** Each Party hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to this Agreement or any of the transactions related hereto. Each Party hereby agrees and consents that any such any claim, demand, action or cause of action shall be decided by a court trial without a jury and that any Party may file a copy of this Agreement with any court as evidence of such waiver.
- 10.4 Shared Agreement Legal Defense Costs.** In the event that any legal or equitable action or other proceeding is instituted by a third party challenging the validity of any provision of this Agreement, the Parties will cooperate in defense of such action or proceeding. The City and the Owner may agree to select mutually agreeable legal counsel to defend such action or proceeding with the Parties sharing equally in the cost of such joint legal counsel, or each Party may select its own legal counsel at each Party's expense. All other costs of such defense(s) shall be shared equally by the Parties. Each Party retains the right to pursue its own independent legal defense.
- 10.5 Construction.** All Parties hereto have either been represented by separate legal counsel or have had the opportunity to be so represented. Thus, in all cases, the language herein shall be constructed simply in accord with its fair meaning and not strictly for or against a Party, regardless of whether such Party prepared or caused the preparation of this Agreement.
- 10.6 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single document so that the signatures of all Parties may be physically attached to a single document.

10.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, except for any permits and or approvals issued pursuant to this Agreement, pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No modification or amendment to this Agreement of any kind whatsoever shall be made or claimed by Owner or City shall have any force or effect whatsoever unless the same shall be endorsed in writing and signed by the Party against which the enforcement of such modification or amendment is sought, and then only to the extent set forth in such instrument. Such approved amendment shall be recorded in the Official Records of Ada County, Idaho.

10.8 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof. The Definitions set forth prior to the Recitals are hereby acknowledged and incorporated herein.

10.9 Further Acts. Each of the Parties shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10.10 Good Standing; Authority. Each of the Parties represents to the other as follows:

10.10.1 City. City represents that it is an Idaho municipal corporation in the state of Idaho; and

10.10.2 Owner. Owner represents that it is owns the Subject Real Property and has authority to enter into this Agreement.

10.10.3 Authority. Each Party represents to the other that the individual(s) executing this Agreement on behalf of the Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

10.11 Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. Table of Contents, titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

10.12 Names and Plans. Owner or the Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the request of the Owner or the Developer in connection with the Property and the Project; provided, however, that in connection with any conveyance of portions of the Subject Real Property to the City, such rights pertaining to the portions of the Subject Real Property so conveyed shall be assigned to the City to the extent that such rights are assignable.

- 10.13 No Owner Preliminary Representations.** Nothing contained herein shall be deemed to initially obligate the Owner or the Developer to complete any part or all of the development of the Project within a specific time line, phasing schedule or other schedules, or any other plan, and this Agreement shall not be deemed a representation unless required as a condition of any permit issued pursuant to this Agreement.
- 10.14 No Partnership; Third-Parties.** It is hereby specifically understood, acknowledged and agreed that neither the City nor the Owner nor the Developer shall be deemed to be an agent of the other for any purpose whatsoever. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Owner and or the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third-party, person, firm, organization or legal entity not a Party hereto, and no such other third-party, person, firm, organization or legal entity shall have any right to cause of action hereunder.
- 10.15 Parties' Intent.** It is the Parties' express intention that the terms and conditions be construed and applied as provided herein, to the fullest extent possible. It is the Parties' further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the City, such term or condition shall be construed and applied in such lesser fashion as may be necessary to not restrict the police power of the City.
- 10.16 Recordation.** After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho by the City.
- 10.17 Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 10.18 Time of Essence.** Time is of the essence in implementing the terms of this Agreement.
- 10.19 Waiver.** No delay in exercising any right or remedy shall constitute a waiver by either Party thereof, and no waiver by the City or the Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 10.20 Compliance.** In connection with the negotiation and performance of this Agreement, City represents and warrants that it has complied and covenants that it shall comply with all applicable laws, rules, and regulations including anti-corruption legislation and that it has used and shall use only legitimate and ethical business practices.

[signatures, notary blocks, and exhibits on following pages]

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Development Agreement to be effective on the Effective Date.

CITY:

CITY OF KUNA, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho

By: _____
Joe Stear, Mayor

Attest:

By: _____
Chris Engels, City Clerk

CITY ATTORNEY APPROVAL AS TO FORM AND AUTHORITY

The foregoing Agreement has been received by the undersigned attorney, who has opined that it is in proper form and within the power and authority granted under the laws of the State of Idaho to the City of Kuna

Wm. F. Gigray, III, City Attorney

OWNER:

Ray Montierth,

By: _____

Susan Montierth,

By: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Stear, known or identified to me to be the Mayor of the City of Kuna, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

[seal]

Notary Public for Idaho
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2021, before me, _____, the undersigned, a Notary Public in and for the state of Idaho, personally appeared **Ray Montierth** and **Susan Montierth**, husband and wife, 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 first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

EXHIBIT A
SUBJECT REAL PROPERTY LEGAL DESCRIPTION

EXHIBIT B
H.B. 389

**Recording Requested By and
When Recorded Return to:**

**City of Kuna
Attn: City Clerk
751 W. 4th Street
Kuna, Idaho 83634**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

City of Kuna – Montierth

M-1 DEVELOPMENT AGREEMENT

[Idaho Code § 67-6511A and Chapter 14 of Title 5 Kuna City Code]

Parties to the Agreement:

City of Kuna

“City”

City Hall
751 W. 4th Street
Kuna, ID 83634

Ray Montierth
Susan Montierth

“Owner”

Ray and Susan Montierth
825 Heartland Drive
Nampa, ID 83686

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LIST OF EXHIBITS

EXHIBIT A:	SUBJECT REAL PROPERTY LEGAL DESCRIPTION
EXHIBIT B:	H.B. 389

**M-1 DEVELOPMENT AGREEMENT
City of Kuna – Ray and Susan Montierth**

THIS M-1 DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, by and through its Mayor (“**City**”) and Ray Montierth and Susan Montierth, husband and wife, the current owners of the Subject Real Property, and their successors and/or assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals, and in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, City, and Owner represent, covenant and agree as follows:

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following words in **bold** print that appear in this Agreement have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise and is not capitalized:

- 1.1 Act:** Means and refers to the Local Land Use Planning Act as codified in Chapter 65 of Title 67, Idaho Code.
- 1.2 Annexation Ordinance:** Means and refers to the annexation ordinance of the City that annexes the Subject Real Property into the City.
- 1.3 Applicable Rules:** Means all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date.
- 1.4 Applications:** Means and refers collectively to all of Owner’s applications to the City regarding the Subject Real Property inclusive of: Annexation Application and Zoning Application.
- 1.5 Annexation Statute:** Means and refers to Idaho Code Section 50-222.
- 1.6 City:** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.
- 1.7 City Authority:** Means and refers to the following:
 - The annexation authority of the City pursuant to the Annexation Statute to annex lands, which are adjacent to the existing City boundaries upon consent of the Owners, when the annexation of those lands is reasonably necessary to assure the orderly development of the City which is efficiency and economic

viable of both tax-supported and fee-supported City services and equitably allocates the costs of public services in the management and development of the urban fringe of the City; and

- The authority of the City pursuant to the Act (I.C. § § 67-6503) to exercise the powers conferred by the Act; and to *ensure that adequate public facilities and services are provided to the people at reasonable cost*; (I.C. § § 67-6502 (b)).

- 1.8 City Council:** Means and refers to the City Council of the City.
- 1.9 City Property Tax Supported Services:** Means and refers to the City services and operations which are not City Proprietary Fee Supported Services, and which are either partially funded or totally funded by property taxes.
- 1.10 Comprehensive Plan:** Means and refers to the City of Kuna Comprehensive Plan.
- 1.11 Data Processing Facility:** Means and refers to the use as defined in Kuna City Code.
- 1.12 Developer:** Means and refers to Brisbie LLC, a Delaware limited liability company, authorized to do business in the state of Idaho as a foreign limited liability company, which is developing the Project with the permission of the Owner.
- 1.13 Effective Date:** Means and refers to the date that this Agreement takes effect, which is the date that the Annexation Ordinance is final and recorded.
- 1.14 H.B. 389:** Means and refers to House Bill No. 389 approved by the Legislature of the state of Idaho at the First Regular Session of 2021 and signed into law by the Governor of the state of Idaho effective January 1, 2021, a true and correct copy of which is attached marked **Exhibit B** and by this reference incorporated herein this definition.
- 1.15 Impact Area:** Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Act.
- 1.16 Mortgage:** Means and refers to any lien placed upon the Subject Real Property, or any portion thereof, including the lien of any mortgage or deed of trust, as a pledge of real property to a creditor as security for performance of an obligation or repayment of a debt.
- 1.17 Owner:** Means and refers to Ray Montierth and Susan Montierth, husband and wife, the owners of the Subject Real Property as of the Effective Date, and after the Effective Date of this Agreement shall refer to the owner or owners of the Subject Real Property.
- 1.18 Party or Parties:** Means and refers to the City and/or the Owner, as the Parties to this Agreement, depending upon the context of the term as used in this Agreement.
- 1.19 Planning & Zoning Commission:** Means and refers to the City's Planning & Zoning Commission.

- 1.20 Project:** Means and refers to the development and use Developer proposes to construct and operate on the Subject Real Property, which includes a multi-year, large-scale project that may include multiple phases extending over a period of years with the uses of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenants located on, adjacent or near the Property that are reasonably related to the data center(s).
- 1.21 Subject Real Property:** Means and refers to that certain real property located in Ada County, Idaho, legally described and depicted in *Exhibit A*.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1 Municipal Corporation.** City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code; and
- 2.2 Authority.** City has City Authority; and
- 2.3 Comprehensive Plan.** City has the power and duty under the Act [I.C. § 67-6508] to conduct a comprehensive planning process, and to prepare, implement, review and update a comprehensive plan and is exercising its power and duties under the Act and has established a Comprehensive Plan; and
- 2.4 Zoning Ordinance.** City has enacted its Zoning Ordinance, pursuant to its power and duty under the Act [I.C. § 67-6511]; and has established within its boundaries one (1) or more zones or zoning districts with established standards of land use regulation in conformance with its Comprehensive Plan; and
- 2.5 Development Agreement.** City has the power under the Act [I.C. § 67-6511A], by ordinance, to require or permit as a condition of rezoning of real property that Owner make a written commitment concerning the use or development of the Subject Real Property; and
- 2.6 Impact Area.** The Subject Real Property is within the Impact Area; and

- 2.7 Applications.** The Developer with the Owner's consent filed Annexation and Zoning Applications for the Subject Real Property to be annexed into the City and zoned as M1; and
- 2.8 City Approval.** City processed and approved the Applications, this Agreement, and the Annexation Ordinance in accordance with the City's Zoning Ordinance and the Act; and
- 2.9 Planning Benefits.** The development and use of the Subject Real Property pursuant to this Agreement shall result in significant planning and economic benefits to the City and the Owner and Developer by, without limitation:
- encouraging investment in and commitment to comprehensive planning for efficient utilization of the City and other public resources to secure quality planning, growth and protection of the environment;
 - requiring development of the Subject Real Property consistent with the Comprehensive Plan, the Kuna City Code, and this Agreement;
 - subject to the restrictions of H.B. 389, may have the potential of increasing tax and other revenues to the City based on a strengthened tax base of improvements to be constructed on and in reasonable proximity to the Subject Real Property;
 - creating employment through development of the Subject Real Property consistent with this Agreement; and
- 2.10 Assurances.** This Agreement promotes and encourages the development and use of the Subject Real Property by providing Owner and Owner's creditors with general permitting assurances of Owner's intentions to develop the Subject Real Property in accordance with this Agreement; and
- 2.11 Written Commitment.** It is the intention and purpose of the Parties by entering into this Agreement to establish the requirements and conditions as a condition of rezoning the Subject Real Property that the Owner is making a written commitment that use of the Subject Real Property will be in accordance with this Agreement; and
- 2.12 Mutual Benefits.** The Parties agree that the mutual benefits received pursuant to the terms of this Agreement and the rights granted by the City and secured to and required of the Owner hereunder constitute sufficient consideration to support the covenants and agreements of the City, and the Owner.

SECTION 3 PROJECT ZONING AND LAND USE APPROVALS

- 3.1 Land Uses.** The following uses shall be allowed on the Subject Real Property:

- 3.1.1 The Project, which City has determined qualifies as a Data Processing Facility, an allowed use in the M-1 district, along with all accessory uses;
- 3.1.2 Public and private infrastructure supporting the Project including, without limitation, power substation, utility facilities and buildings, water tanks, and utility connections to a lagoon system approved by City to be developed on property immediately south of the Subject Real Property;
- 3.1.3 All uses permitted or conditionally permitted in the M1 zone, to the extent a conditional use permit is obtained for conditionally permitted uses within the Subject Real Property; and
- 3.1.4 Temporary construction uses including, without limitation, construction trailers, laydown areas, and temporary batch plants. Any nighttime construction activities require permission from the City Building Department.

3.2 Land Use Development and City Property Tax Supported Services Costs Analysis:

The development, construction or installation of any improvements upon the Subject Real Property by the Owner, in compliance with the allowed uses, is subject to (i) the Owner obtaining the permit/s as required by City ordinance; (ii) an analysis of City Property Tax Supported Services, reasonably anticipated to be provided during the construction and subsequent possession and allowed use by the Owner of those improvements, which will be negatively impacted by the property tax limitations imposed upon the City by H.B. 389; and (iii) to the extent required based on such analysis, a payment imposed upon the Owner as a condition of issuance of a permit in accordance with the following criteria and process:

- The projected additional City Property Tax Supported Services costs needed to serve the Subject Real Property during development, construction or installation of the improvement/s and subsequent uses following their completion; and
- The projected incremental amount of the property tax to be collected from the Subject Real Property; and
- The projected amount of the City's Project property tax loss imposed by H.B. 389 which would be used to fund the projected additional City Property Tax Supported Services costs.
- The City Treasurer shall review the permit application with the Owner and conduct a reasonable investigation necessary to perform the projections, in accordance with the above stated criteria to determine the amount of City Property Tax Supported Services Costs which the Owner shall pay to the City as a condition of the issuance of the permit. The payment analysis determination may, when relevant, provide for initial payment by the Owner and subject to agreement for subsequent payment by the Owner in future City fiscal years. The payment analysis determination may, when relevant, be deemed to satisfy the payment condition for all permits, improvements, and uses involved in a multi-phased development.

- The Owner may file an appeal of the Treasurer's payment analysis determination of the City Property Tax Supported Services Costs with the City Clerk within fourteen (14) days of the receipt of the Treasurer's determination to the City Council who shall then set a hearing on the matter. City Council decision on appeal will be the final City action on the matter.

3.3 City Cooperation. City shall cooperate with the Owner, as is reasonably necessary for the Owner to construct any improvements upon the Subject Real Property as permitted by this Agreement, to provide temporary encroachment permits and or temporary construction easements for the City real property or right-of-way so long as the same is not an unreasonable interference with the City's use thereof and only to the extent reasonably necessary.

SECTION 4 AGREEMENT MODIFICATIONS

4.1 Changes in Applicable Rules. The City represents to the Company that no Applicable Rule conflicts with the provisions of this Agreement. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry or in a manner that adversely affects the Project, the Property or the data center industry.

4.2 Amendments. Except as otherwise provided in this Agreement, amendments of this Agreement must be in writing, agreed to by all then-existing owners of the Subject Real Property and City, and approved by the City Council.

SECTION 5 VESTED RIGHTS

5.1 Vested Rights. Upon the Effective Date, the Owner shall have vested rights to develop and use the Subject Real Property consistent with this Agreement.

5.2 Consideration. The determinations of the City memorialized in this Agreement, together with the assurances provided to the Owner in this Agreement, including this Section, are bargained for and is a consideration for the undertakings of the Owner as set forth herein and contemplated by this Agreement, and are intended to be and have been relied upon by the Owner.

SECTION 6 DEFAULT

6.1 Enforcement of Terms and Conditions of the Agreement. The enforcement of the terms and conditions of this Agreement and any permits issued by the City pursuant to this Agreement are as follows:

6.1.1 Default. The failure of the Owner, or the City to comply or perform, in accordance with the terms and conditions of this Agreement or the terms and conditions of any permit issued by the City pursuant to this Agreement, shall be a default of this Agreement and processed as follows:

6.1.2 City Default Claims. A claim of default by the City may be made against the Owner or Owner by the City's Director of Public Works or Zoning Administrator ("City Director"), depending upon the default.

6.1.3 Owner Default Claims: A claim of default may be made by the Owner against the City, depending upon the default.

6.1.4 Claimant and Accused. For purposes of this Section of the Agreement, a claim of default is made by a ("Claimant") against an ("Accused").

6.1.5 Default Written Notice of Intent. The Claimant shall serve the Accused with a Default Written Notice of Intent ("Notice of Intent").

6.1.5.1 The written Notice of Intent shall include the matters and facts which form the basis for the notice and a stated reasonable time within which the Accused is to correct and remedy the default. Such reasonable time frame shall depend upon the exigencies surrounding the matters and facts set forth in said Notice.

6.1.5.2 The written Notice of Intent shall state the factual and legal reasons for the claim of default, the actions to be taken by the Accused to cure the claim of default and a demand that the Accused respond in writing, within a reasonable stated time, as to whether or not the Accused consents to comply with the Notice of Intent or denies the claim of default.

6.1.5.3 The Accused shall have a minimum of thirty (30) days to remedy any default. If the default is such that more than thirty (30) days would reasonably be required to cure default, then the Accused shall have such additional time as may be necessary to perform or comply so long as the Accused commences performance within such thirty (30) day period and diligently proceeds to complete such performance and timely cures any exigent circumstance of the claim of default that affects public health and safety.

6.1.5.4 The Notice of Intent shall be served as follows upon:

- *Owner*: by U.S. Mail at the address as listed by the Ada County Assessor's office for the Subject Real Property or any part thereof; and
- *City*: by U.S. Mail to the address herein designated by the City.

6.1.6 Notice to Show Cause. In the event the Accused fails to correct and remedy a default or noncompliance, within the reasonable time designated in the Notice of Intent, to the satisfaction of the Claimant, the Claimant shall then request the City Council [or the Planning & Zoning Commission only in the event the Commission has original jurisdiction by reason of a permit which is at issue in the matter] or otherwise request the City Council to proceed to set a hearing and provide written notice of the hearing to show cause to the Accused of the request to take action as identified in the Notice of Intent and to enforce the terms of this Agreement.

6.1.6.1 The written notice of the hearing to show cause shall be served upon the Claimant and the Accused at least twenty-eight (28) days in advance of the hearing.

6.1.6.2 At the hearing to show cause, the Accused may present evidence as to why it or they are not in default.

6.1.6.3 Following any presentation of evidence by the Accused and any rebuttal by the Claimant and any other interested persons, the Planning & Zoning Commission and/or the City Council, as the case may be, shall determine the matter and issue Findings of Fact, Conclusions of Law and an Order of Decision in accordance with the evidence presented at the Show Cause hearing.

6.1.6.4 Any determination made by the Planning & Zoning Commission may be appealed to the City Council. A notice of appeal must be filed within fourteen (14) days of the final decision of the Planning & Zoning Commission.

6.1.6.5 The Findings of Fact, Conclusions of Law and Order of Decision issued by the City Council shall be the final administrative remedy of any claim of default under this Agreement and the Parties may thereafter seek legal action in a court of competent jurisdiction for any legal or equitable remedy, including, without limitation, declaratory relief and or specific performance of this Agreement as the case may be, but the Parties shall not be entitled to consequential damages in any such action.

6.1.7 Prevailing Party. In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to

the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

SECTION 7 MORTGAGES

- 7.1 Mortgages.** This Agreement shall not prevent or limit Owner from encumbering the Subject Real Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon Owner's request from time to time, City shall meet with Owner and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.
- 7.2 Mortgagee Notice and Cure Rights.** If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to Owner hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.
- 7.3 Disaffirmation.** If this Agreement is terminated with respect to a portion of the Subject Real Property by reason of any default by Owner, or as a result of a bankruptcy proceeding of Owner, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Owner or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Subject Real Property.
- 7.4 Senior to Mortgage.** This Agreement shall be superior and senior to any Mortgage of the interests of the property owner of any real property within the Subject Real Property of record recorded subsequent to this Agreement.
- 7.5 No Impairment.** No default of this Agreement by the property owner shall invalidate or impair a Mortgage made in good faith and for value.
- 7.6 Subject to Agreement.** Any acquisition or acceptance of title or any right or interest in or with respect to the Subject Real Property, or any portion thereof, by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, shall be subject to all of the terms and conditions contained in this Agreement.

7.7 No Mortgagee Obligation. No mortgagee shall have an obligation or duty under this Agreement to perform the Owner's obligations or other affirmative covenants of the Owner hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by the Owner is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

SECTION 8 NOTICES AND FILINGS

8.1 Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or delivered in connection herewith shall be validly delivered, filed, made, or served if in writing and delivered personally or delivered by a nationally recognized overnight courier or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

City:

City of Kuna
Attn: Mayor
751 W. 4th Street
Kuna, ID 83634

Owner:

Ray and Susan Montierth
825 Heartland Drive
Nampa, ID 83686

With a copy to:

William F. Gigray, III
WHITE PETERSON
5700 E. Franklin Rd., Suite 200
Nampa, ID 83687

or to such other addresses as either Party hereto may from time to time designate in writing and delivery in a like manner.

8.2 Mailing Effective. Notices, filings, consents, approvals and communication given by mail shall be deemed delivered immediately if personally delivered, 24 hours following deposit with a nationally recognized courier, or 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

SECTION 9 OWNER ASSIGNMENT OF AGREEMENT RIGHTS

9.1 Owner Assignment. The assignment of any of the Owner's rights and obligations of this Agreement shall in accordance with the following:

- 9.1.1 Complete Assignment of Owner's rights.** A total assignment of the Owner's rights and obligations under this Agreement in connection with all undeveloped portions of the Subject Real Property shall be assigned upon written consent of the City Council which shall not be unreasonably withheld, conditioned or delayed subject only to the following conditions:
- 9.1.1.1** Prior written notice from the Owner to the City Council together with the identification of the proposed assignee together with the proposed assignee's written affirmation of their intentions and ability to perform the conditions of this Agreement; and
 - 9.1.1.2** Owner is not in default of this Agreement or the Assignee tenders to the City a guarantee of the Assignee's performance of the Owner's default upon assignment; and
 - 9.1.1.3** The total assignment by the Owner shall be by a written instrument including the acceptance of the assignee to the terms and conditions of this Agreement, and the City Council's written consent and shall then be recorded in the official records of Ada County, Idaho, expressly assigning such rights and obligations.
 - 9.1.1.4** In the event of such total assignment of the Owner's rights and obligations hereunder, the Owner's liability under this Agreement shall then terminate.
- 9.1.2 Affiliated Parties.** Notwithstanding any other provisions of this Agreement, upon written notice to City, the Owner may assign its rights and obligations under this Agreement to any affiliate controlling, controlled by or under common control with the Owner without consent by City Council and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations under this Agreement.
- 9.1.3 Successors and Assigns.** Notwithstanding any other provisions of this Agreement, the Owner may assign all or part of the Owner's rights and duties under this Agreement as collateral to any financial institution from which the Owner has borrowed funds for use in developing the Subject Real Property. Such an assignment shall not relieve the Owner from any obligations of this Agreement.

**SECTION 10
MISCELLANEOUS**

- 10.1 Agreement runs with the Subject Real Property.** The burdens of this Agreement are binding upon, and the benefits inure to, all successors in interest of the Parties to this Agreement and constitute covenants that run with the Subject Real Property. Each commitment and restriction of this Agreement on the Subject Real Property shall be a burden on the Subject Real Property and shall be appurtenant to and for the benefit of the Subject Real Property and shall run with the land.
- 10.2 Choice of Law.** This Agreement shall be construed in accordance with the laws of the state of Idaho in effect on the Effective Date. Any action brought in connection with this Agreement shall be brought exclusively in the federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.
- 10.3 Waiver of Jury Trial.** Each Party hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to this Agreement or any of the transactions related hereto. Each Party hereby agrees and consents that any such any claim, demand, action or cause of action shall be decided by a court trial without a jury and that any Party may file a copy of this Agreement with any court as evidence of such waiver.
- 10.4 Shared Agreement Legal Defense Costs.** In the event that any legal or equitable action or other proceeding is instituted by a third party challenging the validity of any provision of this Agreement, the Parties will cooperate in defense of such action or proceeding. The City and the Owner may agree to select mutually agreeable legal counsel to defend such action or proceeding with the Parties sharing equally in the cost of such joint legal counsel, or each Party may select its own legal counsel at each Party's expense. All other costs of such defense(s) shall be shared equally by the Parties. Each Party retains the right to pursue its own independent legal defense.
- 10.5 Construction.** All Parties hereto have either been represented by separate legal counsel or have had the opportunity to be so represented. Thus, in all cases, the language herein shall be constructed simply in accord with its fair meaning and not strictly for or against a Party, regardless of whether such Party prepared or caused the preparation of this Agreement.
- 10.6 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single document so that the signatures of all Parties may be physically attached to a single document.

10.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, except for any permits and or approvals issued pursuant to this Agreement, pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No modification or amendment to this Agreement of any kind whatsoever shall be made or claimed by Owner or City shall have any force or effect whatsoever unless the same shall be endorsed in writing and signed by the Party against which the enforcement of such modification or amendment is sought, and then only to the extent set forth in such instrument. Such approved amendment shall be recorded in the Official Records of Ada County, Idaho.

10.8 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof. The Definitions set forth prior to the Recitals are hereby acknowledged and incorporated herein.

10.9 Further Acts. Each of the Parties shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10.10 Good Standing; Authority. Each of the Parties represents to the other as follows:

10.10.1 City. City represents that it is an Idaho municipal corporation in the state of Idaho; and

10.10.2 Owner. Owner represents that they own the Subject Real Property and have authority to enter into this Agreement.

10.10.3 Authority. Each Party represents to the other that the individual(s) executing this Agreement on behalf of the Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

10.11 Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. Table of Contents, titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

10.12 Names and Plans. Owner or the Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the request of the Owner or the Developer in connection with the Subject Real Property and the Project; provided, however, that in connection with any conveyance of portions of the Subject Real Property to the City, such rights pertaining to the portions of the Subject Real Property so conveyed shall be assigned to the City to the extent that such rights are assignable.

- 10.13 No Owner or Developer Preliminary Representations.** Nothing contained herein shall be deemed to initially obligate the Owner or the Developer to complete any part or all of the development of the Project within a specific time line, phasing schedule or other schedules, or any other plan, and this Agreement shall not be deemed a representation unless required as a condition of any permit issued pursuant to this Agreement.
- 10.14 No Partnership; Third-Parties.** It is hereby specifically understood, acknowledged and agreed that neither the City nor the Owner nor the Developer shall be deemed to be an agent of the other for any purpose whatsoever. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Owner and or the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third-party, person, firm, organization or legal entity not a Party hereto, and no such other third-party, person, firm, organization or legal entity shall have any right to cause of action hereunder.
- 10.15 Parties' Intent.** It is the Parties' express intention that the terms and conditions be construed and applied as provided herein, to the fullest extent possible. It is the Parties' further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the City, such term or condition shall be construed and applied in such lesser fashion as may be necessary to not restrict the police power of the City.
- 10.16 Recordation.** After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho by the City.
- 10.17 Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 10.18 Time of Essence.** Time is of the essence in implementing the terms of this Agreement.
- 10.19 Waiver.** No delay in exercising any right or remedy shall constitute a waiver by either Party thereof, and no waiver by the City or the Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 10.20 Compliance.** In connection with the negotiation and performance of this Agreement, City represents and warrants that it has complied and covenants that it shall comply with all applicable laws, rules, and regulations including anti-corruption legislation and that it has used and shall use only legitimate and ethical business practices.

[signatures, notary blocks, and exhibits on following pages]

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Development Agreement to be effective on the Effective Date.

CITY:

CITY OF KUNA, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho

By: _____
Joe Stear, Mayor

Attest:

By: _____
Chris Engels, City Clerk

OWNER:

Ray Montierth,

By: _____

Susan Montierth,

By: _____

CITY ATTORNEY APPROVAL AS TO FORM AND AUTHORITY

The foregoing Agreement has been received by the undersigned attorney, who has opined that it is in proper form and within the power and authority granted under the laws of the State of Idaho to the City of Kuna

Wm. F. Gigray, III, City Attorney

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Stear, known or identified to me to be the Mayor of the City of Kuna, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

[seal]

Notary Public for Idaho
My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2021, before me _____, the undersigned, a Notary Public in and for the state of Idaho, personally appeared **Ray Montierth** and **Susan Montierth**, husband and wife, 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.

[seal]

Notary Public for Idaho
My Commission expires: _____

EXHIBIT A
SUBJECT REAL PROPERTY LEGAL DESCRIPTION

EXHIBIT B
H.B. 389

Jace Hellman

From: Jace Hellman
Sent: Tuesday, August 3, 2021 2:35 PM
To: Jace Hellman
Subject: FW: 21-11-AN (Annexation) - Request for Agency Comment

From: Jace Hellman
Sent: Tuesday, August 3, 2021 1:46 PM
To: Ada County Engineer <agilman@adaweb.net>; Ada County Highway District <planningreview@achdidaho.org>; Adam Ingram <adam.ingram@cableone.biz>; Beky Rone (Kuna USPS Addressing) <rebecca.i.rone@usps.gov>; Bobby Withrow <bwithrow@kunaid.gov>; Boise Project Board of Control <TRitthaler@boiseproject.org>; Brent Moore (Ada County) <bmoore@adacounty.id.gov>; Cable One TV <cheryl.goettsche@cableone.biz>; Catherine Feistner <cfeistner@kunaid.gov>; Central District Health Department <lbadigian@cdhd.idaho.gov>; Chief Fratusco <mfratusco@adacounty.id.gov>; COMPASS <cmiller@compassidaho.org>; David Reinhart <dreinhardt@kunaschools.org>; DEQ <BRO.Admin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power Easements <easements@idahopower.com>; Idaho Power Easements 2 <kfunke@idahopower.com>; Intermountain Gas <bryce.ostler@intgas.com>; ITD <D3Development.Services@itd.idaho.gov>; J&M Sanitation <Chad.Gordon@jmsanitation.com>; Jace Hellman <jhellman@kunaID.gov>; Krystal Hinkle <khinkle@kunafire.com>; Leon Letson <lletson@adacounty.id.gov>; Marc Boyer (Kuna Postmaster) <marc.c.boyer@usps.gov>; Marci Horner (Meridian School District) <Horner.Marci@westada.org>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation <terri@nyid.org>; Paris Dickerson <PDickerson@idahopower.com>; Paul Stevens <PStevens@kunaid.gov>; Robbie Reno <rreno@kunaschools.org>; Stacey Yarrington (Ada County) <syarrington@adacounty.id.gov>; TJ Lawrence (Interim KRFD Chief) <tlawrence@kunafire.com>
Subject: 21-11-AN (Annexation) - Request for Agency Comment

August 3, 2021

Notice is hereby given by the City of Kuna that the following action(s) are under consideration:

File Number & Case Name:	21-11-AN (Annexation) – East Kuna Industrial Annexation and Zoning
Project Description	KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approximately 1088 acres into Kuna City Limits with M-1 (Light Manufacturing/Industrial) and M-2 (Heavy Manufacturing/Industrial) zoning district classification. The nine (9) properties are located generally north and south of Kuna-Mora Road and east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200.)
Applicant	Jace Hellman – City of Kuna Planning and Zoning Department 751 W 4 th St Kuna, ID 83634 208-922-5274 jhellman@kunaid.gov

Tentative Public Hearing Date	Tuesday, September 14, 2021 6:00 pm Kuna City Hall is located at 751 W. 4 th Street, Kuna, ID 83634
Staff Contact	Jace Hellman, Planning and Zoning Director jhellman@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989
Application Submittal	https://www.dropbox.com/sh/f6ffn3w57q22czm/AADd-qccZVrcUCKYAc9BxQpSa?dl=0
<p>All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. If your agency needs different or additional information to review and provide comments please notify our office and they will be sent to you. If your agency needs additional time for review, please let our office know as soon as possible. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i></p>	

Best,



Jace Hellman
 Planning & Zoning Director
 751 W 4th St
 Kuna, ID 83634
 Office: 208.922.5274
 Cell: 208.204.4752
 Email: jhellman@kunaid.gov



Ada County Transmittal
Division of Community and Environmental Health

Return to:

- ACZ
- Boise
- Eagle
- Garden City
- Meridian
- Kuna
- Star

Rezone # 211-AM

Conditional Use # _____

Preliminary / Final / Short Plat _____

City of Kuna

- 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:

<input type="checkbox"/> high seasonal ground water	<input type="checkbox"/> waste flow characteristics
<input type="checkbox"/> bedrock from original grade	<input type="checkbox"/> 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:

<input type="checkbox"/> central sewage	<input type="checkbox"/> community sewage system	<input type="checkbox"/> community water well
<input type="checkbox"/> interim sewage	<input type="checkbox"/> central water	
<input type="checkbox"/> individual sewage	<input type="checkbox"/> individual water	
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:

<input type="checkbox"/> central sewage	<input type="checkbox"/> community sewage system	<input type="checkbox"/> community water
<input type="checkbox"/> sewage dry lines	<input type="checkbox"/> central 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:

<input type="checkbox"/> food establishment	<input type="checkbox"/> swimming pools or spas	<input type="checkbox"/> child care center
<input type="checkbox"/> beverage establishment	<input type="checkbox"/> grocery store	
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.
- 14. _____

Reviewed By: [Signature]
 Date: 8/5/2021

RECEIVED

AUG 16 2021

CITY OF KUNA

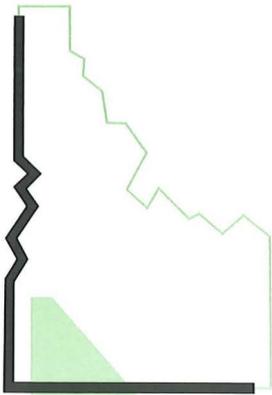
ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663



August 11, 2021

Doug Hanson, Planner I
City of Kuna
751 W. 4th Street
Kuna, ID 83634

RE: 21-11-AN/ East Kuna Industrial

Dear Doug:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application as it lies outside of our district boundaries.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, NMID will need to review drainage plans. The developer must comply with Idaho Code 31-3805.

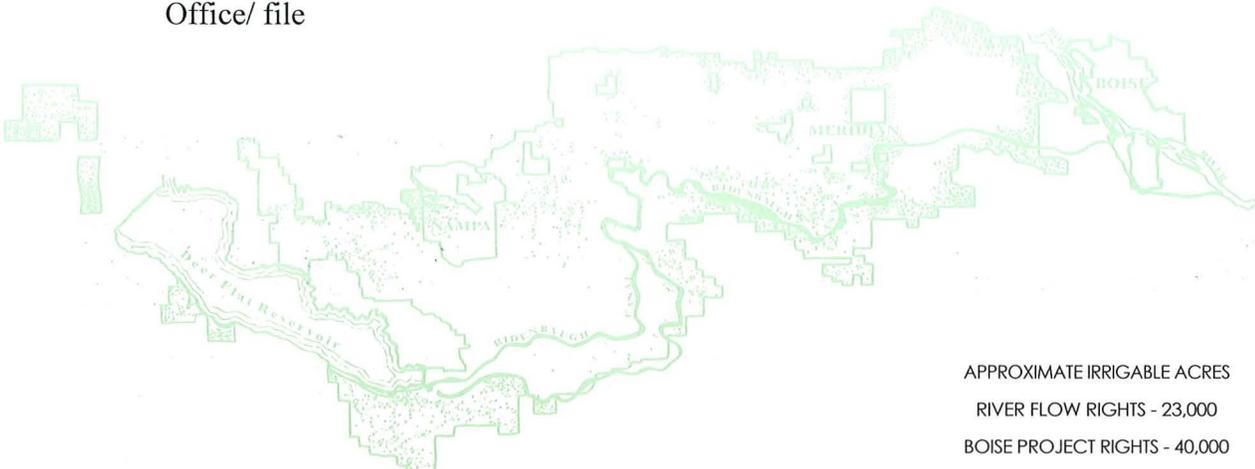
Please feel free to contact me with any further questions

Sincerely,

Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District
GGC /gnf

Cc:

Office/ file



APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000
BOISE PROJECT RIGHTS - 40,000



ADA COUNTY DEVELOPMENT SERVICES

200 W. FRONT STREET, BOISE, IDAHO 83702-7300
<https://adacounty.id.gov/developmentservices>

PHONE (208) 287-7900
FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

June 28, 2021

Doug Hanson
Kuna City Planning Department
PO Box 13
Kuna, ID 83634

RE: 21-11-AN / Parcels: S1531233600, S1531300000, S2006121115, S2006121150,
S2006417205, S2006417265, S2006417500, S2007111100,
S2007111200/ East Kuna Industrial

Doug,

The City of Kuna has requested feedback regarding the proposed annexation of 1,088-acres general located north and south of Kuna Mora Road and east of Cole Road with a M-1 (Light Manufacturing/ Industrial District) and M-2 (Heavy Manufacturing/ Industrial District) zoning to allow for future industrial uses.

Ada County is supportive of the application due to the compatibility of the proposed zoning with the surrounding area, which includes such uses as feed lots, meat packing facilities, and gravel/rock pits.

The City of Kuna has adopted an updated comprehensive plan, which has not been adopted by Ada County, however, the site is located within the Area of City Impact. Therefore, the application is consistent with the City's Future Land Use Map designating the site as light manufacturing/industrial; and the application complies with the following Comprehensive Plan goals regarding development within Areas of City Impact and Regional Economic Growth.

Goal 2.2a: Support the land-use and development policies expressed in adopted comprehensive plans for the Areas of City Impact.

Goal 3.2a: Incorporated areas/Areas of City Impact. Direct industrial and employment uses within the cities and ACIs consistent with the goals and policies of the applicable comprehensive plan.

The site is contiguous to City of Kuna limits and Ada County looks forward to working with city staff in the renegotiation and adoption of the updated comprehensive plan.

Please feel free to contact me with any questions.

Sincerely,

Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services

Communities in Motion 2040 2.0 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040 2.0* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

Development Name: East Kuna Industrial

Agency: Kuna

CIM Vision Category: Rural

New households: 0

New jobs: ±7,500

Exceeds CIM forecast: Yes

	<p>CIM Corridor: Cole Road Pedestrian level of stress: R Bicycle level of stress: R</p>	<p>Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.</p>
	<p>Housing within 1 mile: <10 Jobs within 1 mile: 740 Jobs/Housing Ratio: >100</p>	<p>A good jobs/housing balance – a ratio between 1 and 1.5 – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.</p>
	<p>Nearest police station: >4 miles Nearest fire station: >4 miles</p>	<p>Developments within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.</p>
	<p>Farmland consumed: Yes Farmland within 1 mile: 1,510 acres</p>	<p>Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.</p>
	<p>Nearest bus stop: >4 miles Nearest public school: >4 miles Nearest public park: >4 miles Nearest grocery store: >4 miles</p>	<p>Residents who live or work less than ½ mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.</p>

Recommendations

East Kuna Industrial is estimated to create about 7,500 new jobs in an area that was designated rural in the COMPASS 2040 Regional Long-Range Plan. The proposal exceeds growth forecasted for this area and transportation infrastructure may not be able to support the new transportation demands. There are no planned road improvements to nearby arterials at this time. While additional industrial jobs are needed to support the local and regional economy, nearby housing and commercial centers that will support this industrial project are likely accessed only by vehicle and there are no plans for public transportation to this location. To note, emergency services are located greater than four miles away which may increase response times.

More information about COMPASS and *Communities in Motion 2040 2.0*:

Web: www.compassidaho.org

Email info@compassidaho.org

More information about the development review process:

<http://www.compassidaho.org/dashboard/devreview.htm>





CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Catherine Feistner, E.I.T.
Asst. Kuna City Engineer

Brady Barroso
Engineering Technician I

Annexation Memorandum

TO: Jace Hellman - Planning and Zoning Director
FROM: Brady Barroso - Engineering Technician I
Catherine Feistner, E.I.T. - Assistant Kuna City Engineer
RE: Public Works Comments for East Kuna Industrial
21-11-AN (Annexation), 21-03-DA (Development Agreement)
DATE: 30 August 2021

The East Kuna Industrial properties are located north and south of Kuna Mora Rd and east of S Cole Rd. The proposed annexation and development agreement with Planning and Zoning acceptance date of August 3, 2021 has been reviewed. The applicant wishes to annex with a City of Kuna (City) M-1 (light industrial) zone and M-2 (heavy industrial) zone. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

Public Works staff supports this development. The applicant has been actively involved with Public Works to provide solutions for their development.

These comments may be expanded or refined based on future land-use actions.

1. Inspection Fees

- a. An inspection fee will apply to inspect the final construction of water, sewer and irrigation facilities associated with this development.
- b. The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City.
- c. The developer's engineer and the City's inspector are permitted to coordinate inspections. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe. *Payment is due and payable prior to the pre-construction meeting.*
- d. The Kuna Rural Fire District's current hydrant flow testing and plat base fee are \$300.00 and \$75.00 respectively for a total of \$375.00. *Payment is due and payable prior to the pre-construction meeting.*

2. General

- a. The applicant requests 1087.71 acres to be annexed into the City of Kuna with an intent of M-1 and M-2 zoning designation upon annexation.

- b. A traffic study is required to understand the employee population projection and impact on infrastructure.
- c. A plan approval letter will be required if this project affects any local irrigation districts.
- d. Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
- e. All positional information shall be from the most recent state plane coordinate system.
- f. Provide engineering certification on all final engineering drawings.
- g. If the applicant proposes private streets, streetlights will not be owned and maintained by the City. City Code 5-18-1 states that private, dead-end roads may not exceed 450-ft in length.
- h. The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrances of the subdivision, at intersections, and at every 250' interval. Streetlights should be coincident with Fire Hydrants whenever possible.
- i. Fire suppression shall be available and approved by KRFD.
- j. No building construction can begin without adequate fire protection.

3. Right-of-Way

- a. Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
- b. Approaches onto classified streets must comply with ACHD approach policies.
- c. All street construction must meet or exceed City of Kuna and ACHD development standards.
- d. All city mainlines crossing proposed lots or located on the backs or sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.
- e. The KRFD Deputy Fire Marshal, or the representative, must approve fire access to the industrial subdivision.
- f. Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4. Sanitary Sewer

- a. The applicant's property is not connected to City services. The applicant is in communication with the Public Works team to design and construct east Kuna infrastructure.
- b. The industrial subdivision's sewer system must receive approval from Idaho Department of Environmental Quality and Central District Health.
- c. City code 5-16-3-B.2 states public sewer utilities shall be extended to each parcel when sewer is available within three hundred (300) feet of the parcels. At this time, the applicant will decommission any septic systems and connect to City Sewer services, in accordance with the City's "to and through" policy in Kuna City Code 6-4-2.

5. Potable Water

- a. The applicant's property is not connected to City services. The applicant is in communication with the Public Works team to design and construct east Kuna infrastructure.
- b. The industrial subdivision's well system must receive approval from Idaho Department of Water Resources, CDH, and IDEQ.
- c. City Code 6-4-2 requires the subdivision to connect to the City water system. City code 5-16-3-B.2 states public water utilities shall be extended to each parcel when water is available within three hundred (300) feet of the parcels.

6. Pressurized Irrigation

- a. The applicant's property is not connected to City services. The applicant is in communication with the Public Works team to design and construct east Kuna infrastructure.
- b. Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
- c. If the applicant plans to use an existing well for irrigation purposes, water rights shall be adjusted to match usage.
- d. If applicable, a communal well shall be recorded on the final plat.
- e. If applicable, a gravity irrigation system must be approved through the City and the appropriate irrigation district.
- f. This project does not require connection to the City's Pressurized Irrigation system at this time.
- g. Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.

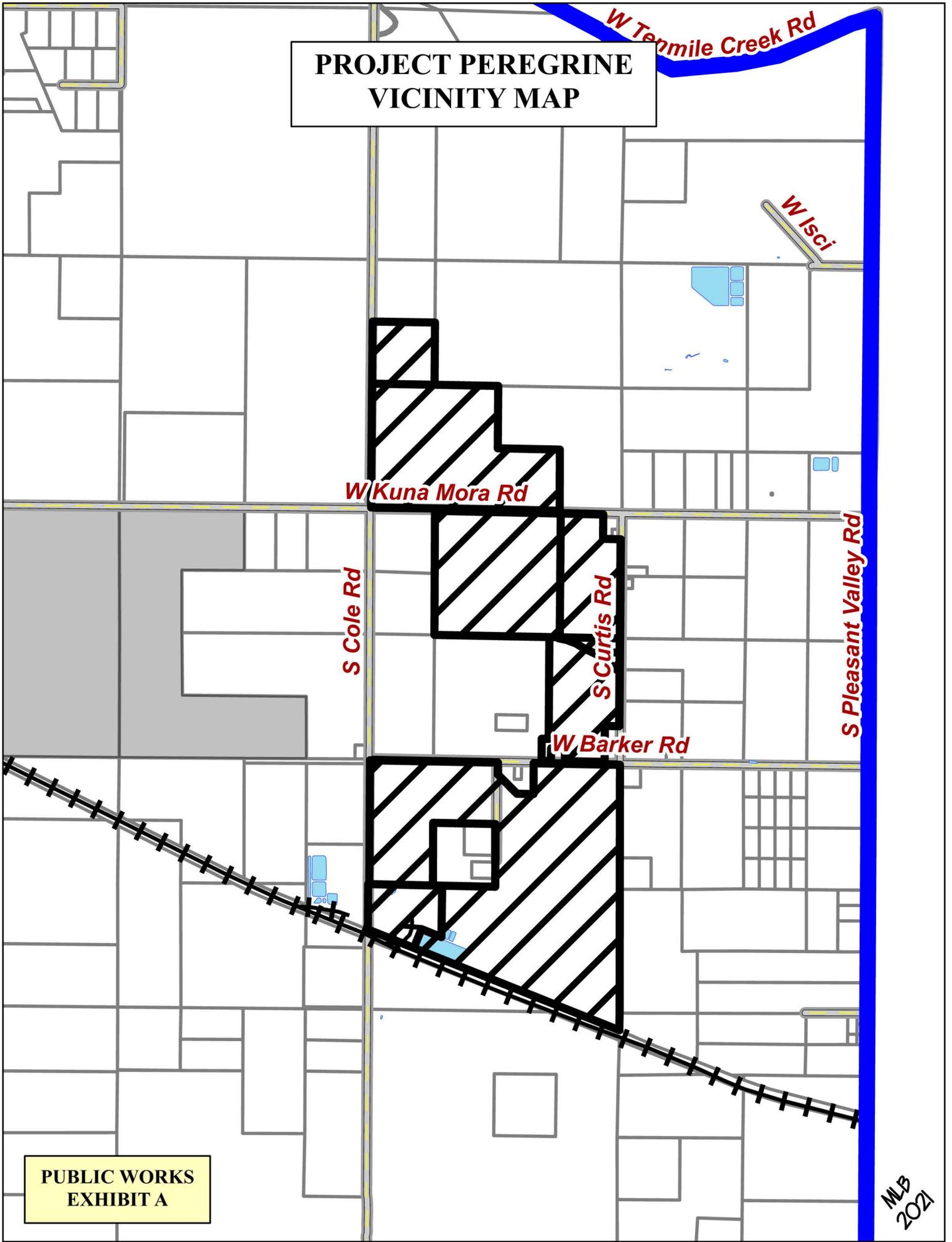
7. Grading and Storm Drainage

- a. Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be 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.
- c. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- d. Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the City's Civil Engineering Construction Improvements Review. Provide a storm water disposal & treatment plan which accounts for increased on-site storm water runoff volumes. Provide detailed drawings of drainage & treatment facilities with supporting calculations for review and approval.

8. As-Built Drawings

- a. As-built drawings will be required of any/all public facilities.
- b. The Development Agreement is not ready for approval and is still in the process of negotiation.

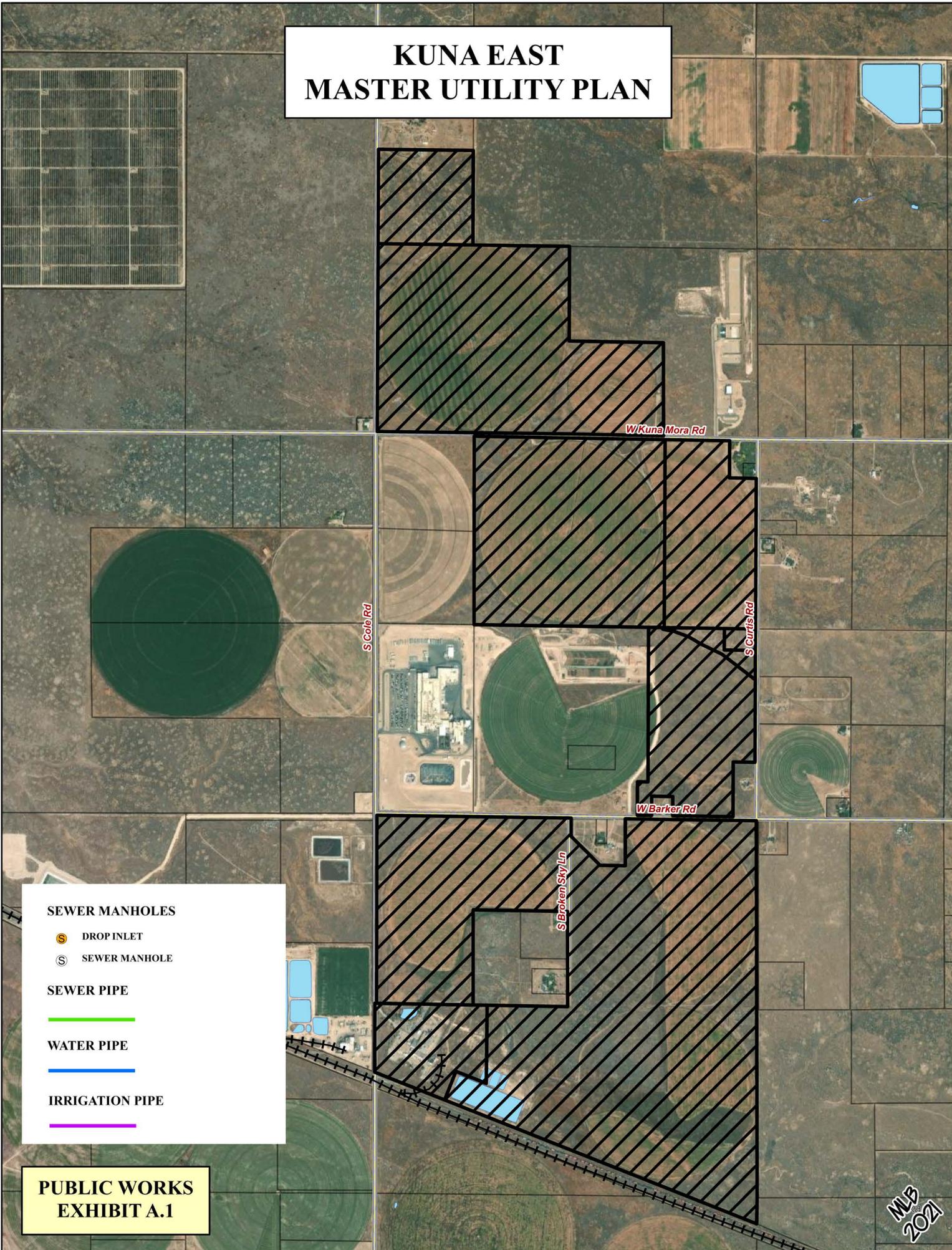
PROJECT PEREGRINE VICINITY MAP



PUBLIC WORKS
EXHIBIT A

MLB
2021

KUNA EAST MASTER UTILITY PLAN



SEWER MANHOLES

- ⑤ DROP INLET
- Ⓢ SEWER MANHOLE

SEWER PIPE

—

WATER PIPE

—

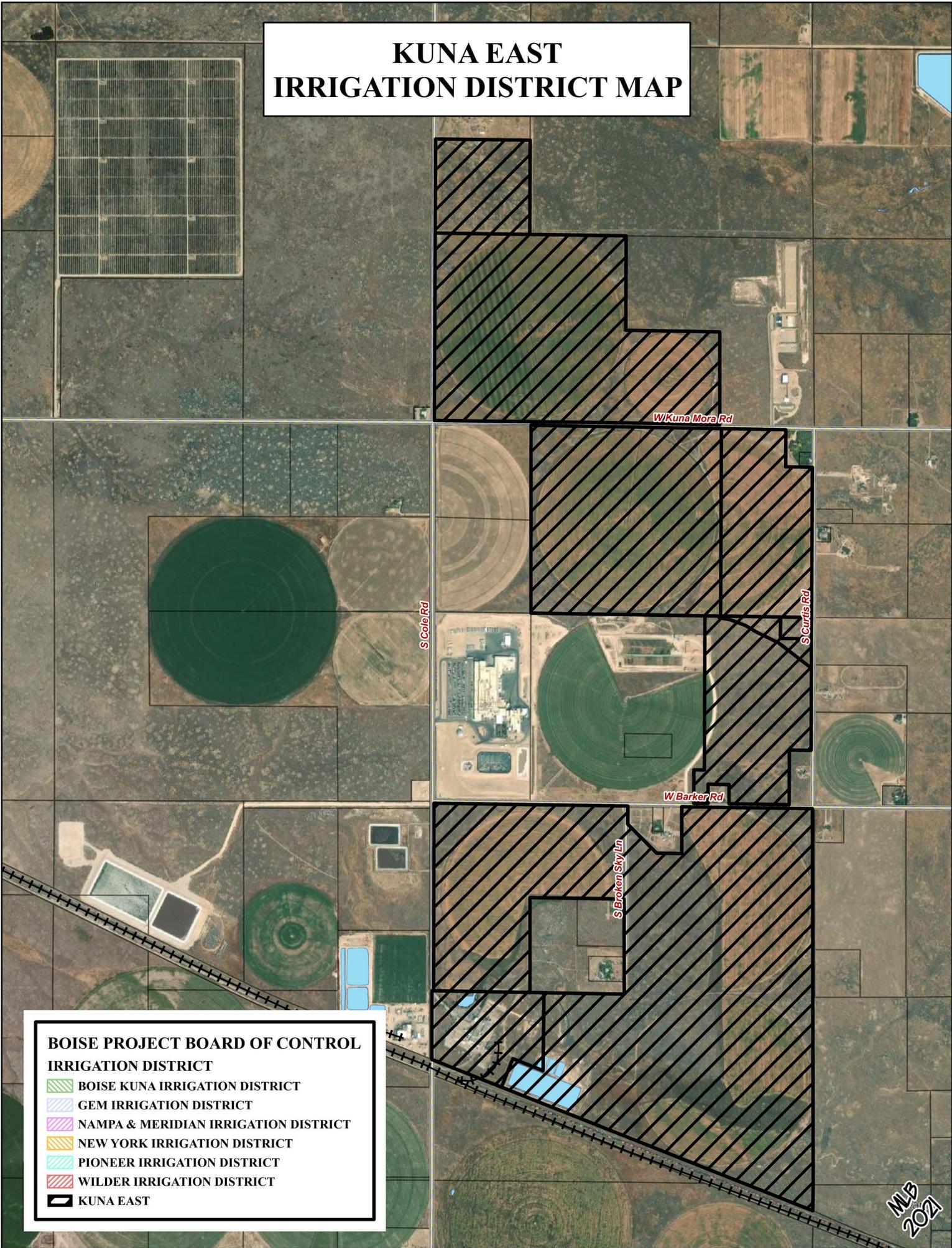
IRRIGATION PIPE

—

**PUBLIC WORKS
EXHIBIT A.1**

MLB
2021

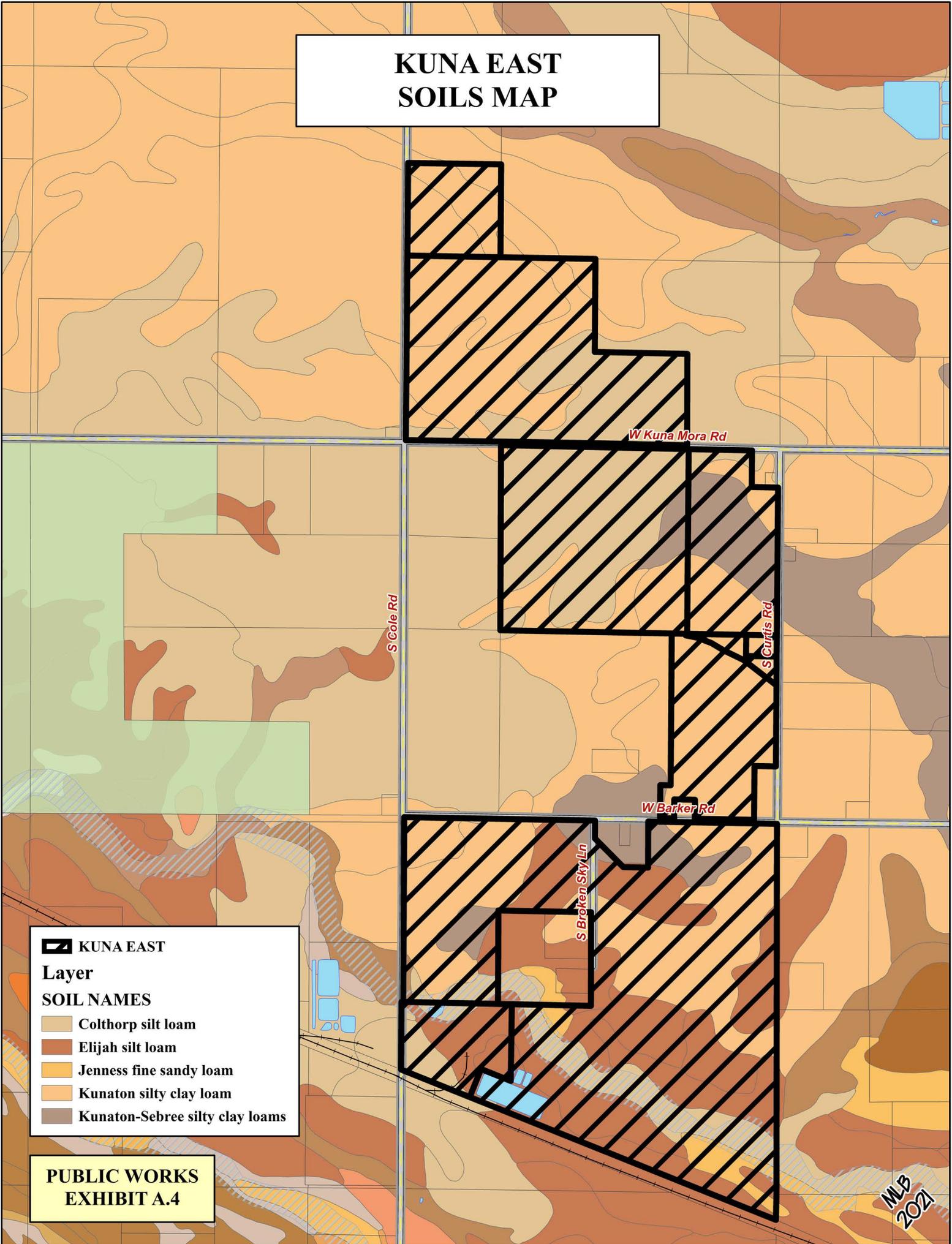
KUNA EAST IRRIGATION DISTRICT MAP



**BOISE PROJECT BOARD OF CONTROL
IRRIGATION DISTRICT**

- BOISE KUNA IRRIGATION DISTRICT
- GEM IRRIGATION DISTRICT
- NAMPA & MERIDIAN IRRIGATION DISTRICT
- NEW YORK IRRIGATION DISTRICT
- PIONEER IRRIGATION DISTRICT
- WILDER IRRIGATION DISTRICT
- KUNA EAST

KUNA EAST SOILS MAP



 **KUNA EAST**

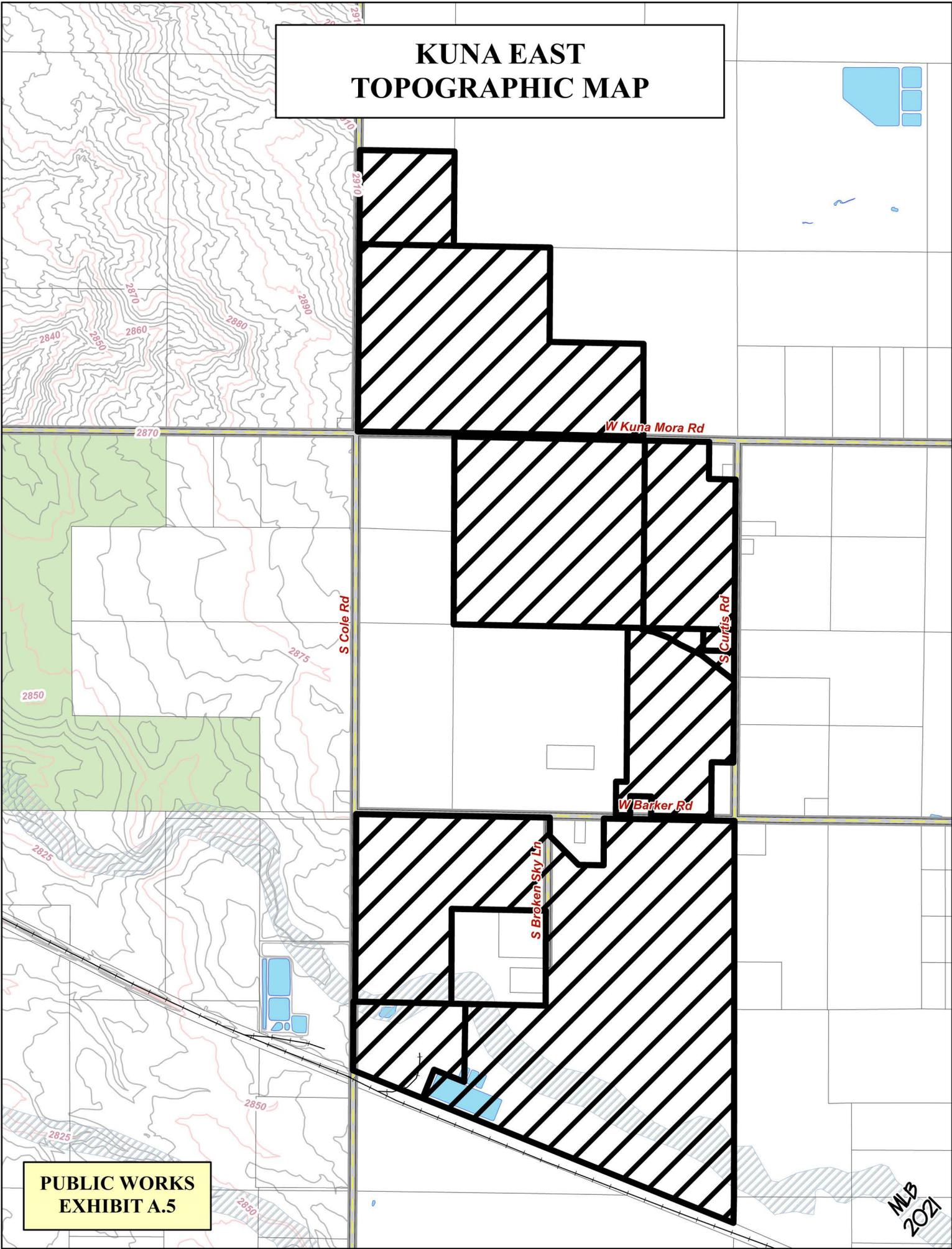
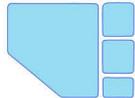
Layer

SOIL NAMES

-  Colthorp silt loam
-  Elijah silt loam
-  Jenness fine sandy loam
-  Kunaton silty clay loam
-  Kunaton-Sebree silty clay loams

**PUBLIC WORKS
EXHIBIT A.4**

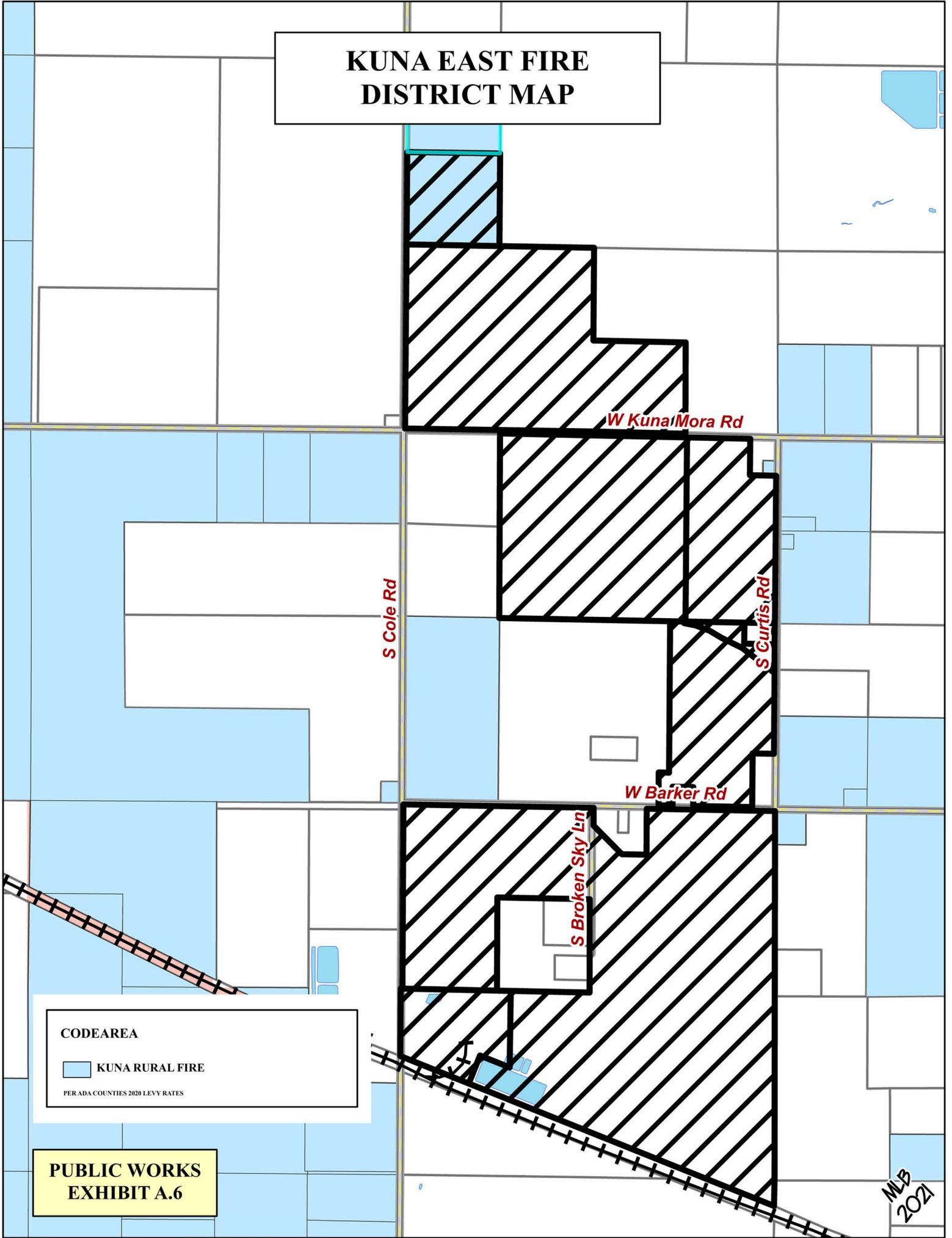
KUNA EAST TOPOGRAPHIC MAP



**PUBLIC WORKS
EXHIBIT A.5**

**MLB
2021**

KUNA EAST FIRE DISTRICT MAP



CODE AREA

 KUNA RURAL FIRE

PER ADA COUNTIES 2020 LEVY RATES

**PUBLIC WORKS
EXHIBIT A.6**

MLB
2021

KUNA EAST PATHWAYS MASTER MAP

W Kuna Mora Rd

S Cole Rd

W Barker Rd

S Curtis Rd

S Broken Sky Ln

-  FUTURE TRAILS
-  BIKE ROUTES
-  GREEN BELT OVERLAY
-  SCENIC_BYWAY
-  KUNA EAST SUBJECT PROPERTY

PUBLIC WORKS
EXHIBIT A.9

MLB
2021

KUNA EAST COMPREHENSIVE PLAN MAP

W Kuna Mora Rd

S Cole Rd

S Curtis Rd

W Barker Rd

S Broken Sky Ln

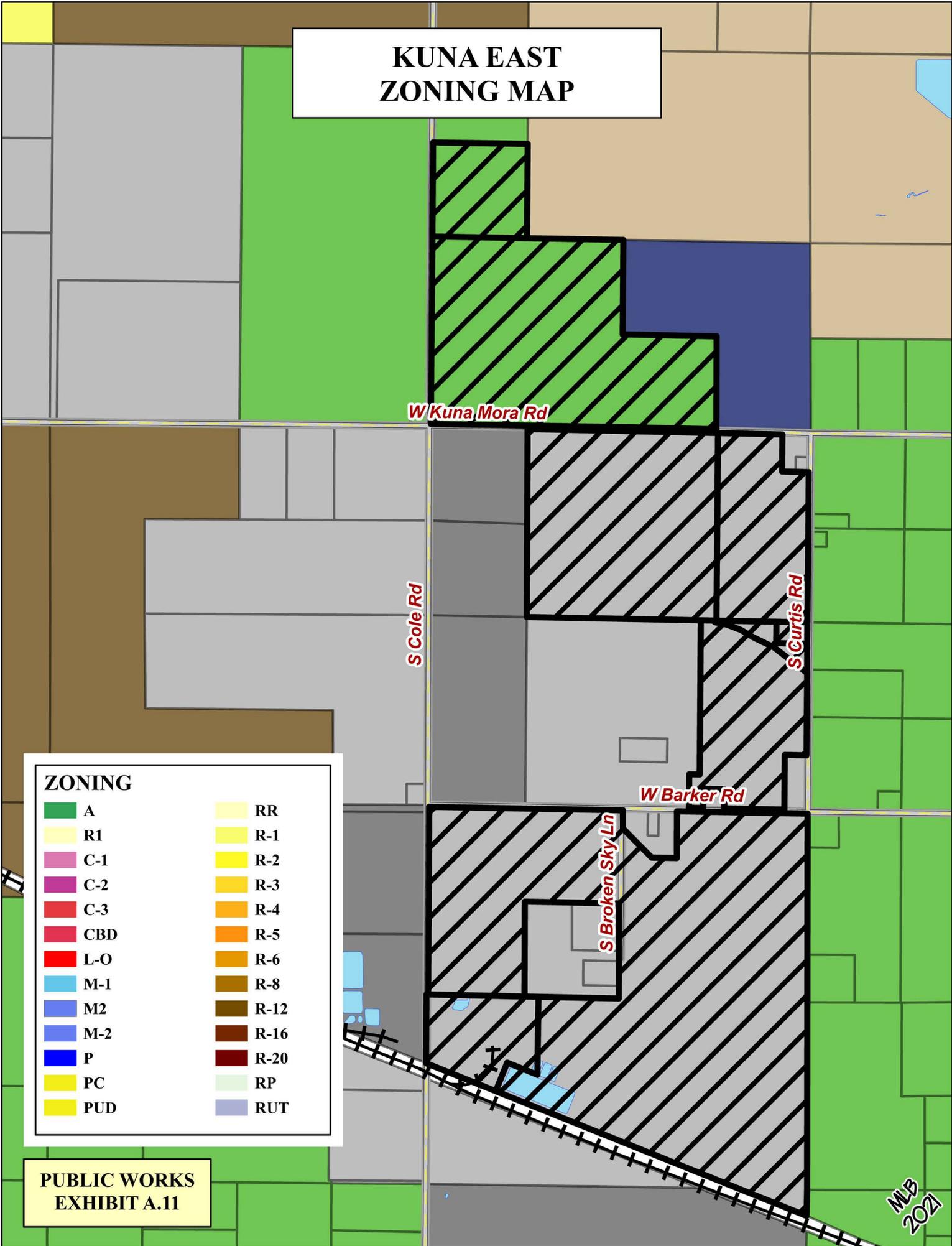
COMP PLAN CLASSIFICATIONS

- AGRICULTURE
- COMMERCIAL
- HEAVY INDUSTRIAL
- LIGHT INDUSTRIAL
- HIGH DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- MIXED-USE
- LOCAL PUBLIC LANDS
- STATE
- FEDERAL
- KUNA EAST

**PUBLIC WORKS
EXHIBIT A.10**

MLB
2021

KUNA EAST ZONING MAP



ZONING	
■	A
■	R1
■	C-1
■	C-2
■	C-3
■	CBD
■	L-O
■	M-1
■	M2
■	M-2
■	P
■	PC
■	PUD
■	RR
■	R-1
■	R-2
■	R-3
■	R-4
■	R-5
■	R-6
■	R-8
■	R-12
■	R-16
■	R-20
■	RP
■	RUT

**PUBLIC WORKS
EXHIBIT A.11**

MLB
2021



Project/File: **East Kuna Industrial/ KUNA21-0006/ 21-11-AN**
 This is an annexation and rezone with a development agreement with the City of Kuna for a 1,087.71 acre site. The site is located between Cole Road and Pleasant Valley Road.

Lead Agency: City of Kuna

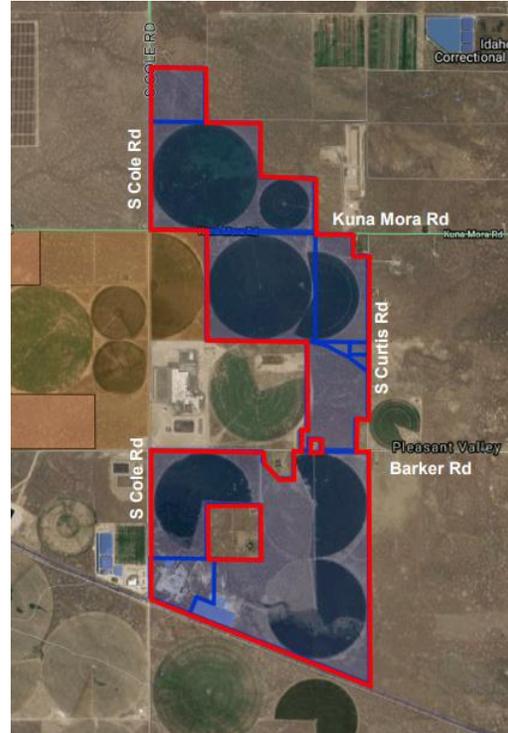
Site address: East of Cole Road
 West of Pleasant Valley Road

Staff Approval: September 9, 2021

Applicant: KC Gardner Company, LC.
 201 S Main Street
 #2000
 Salt Lake City, UT 84111

Representative: The Land Group, Inc.
 462 E Shore Drive
 Suite #100
 Eagle, ID 83616

Staff Contact: Brenna Garro
 Phone: 387-6346
 E-mail: bgarro@achdidaho.org



A. Findings of Fact

- Description of Application:** The applicant is requesting approval for an annexation of 1,087.71 acres into the City of Kuna and a rezone from RP (Rural Preservation) to M1 and M2 (Light Industrial and Heavy Industrial) with the City of Kuna.

This proposal is consistent with the City of Kuna’s Comprehensive plan which designates this area as light industrial and agriculture.

- Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Agriculture, State Lands, & Public	RP
South	Light Industrial & Heavy Industrial	RP
East	Agriculture	RP
West	Agriculture, Light Industrial, & Heavy Industrial	RP & M-1

- Site History:** ACHD has not previously reviewed this site for a development application.
- Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

- The C & G Farms Annexation, an annexation of 440.253 acres into the City of Kuna and a rezone to M-1/ M-2, is located directly west of the site and was approved by ACHD in September of 2020.

- 5. Transit:** Transit services are not available to serve this site.
- 6. Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.
- 7. Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
There are no roadways, bridges, or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District’s Capital Improvement Plan (CIP).
- 8. Roadways to Bikeways Master Plan:** ACHD’s Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

The BMP identifies Cole Road as a Level 2 facility and Kuna Mora Road as a Level 3 facility that will be constructed as part of a future ACHD project.

B. Traffic Findings for Consideration

- 1. Trip Generation:** The following table includes trip generation rates for anticipated land uses, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

Land Use	Average Daily Trips	PM Peak Hour Trips
General Light Industrial (1,000 square feet)	4.96	0.63
Industrial Park (1,000 square feet)	3.37	0.40
Manufacturing (1,000 square feet)	3.93	0.67
Warehousing (1,000 square feet)	1.74	0.19
High-Cube Cold Storage (1,000 square feet)	2.12	0.12

- 2. Condition of Area Roadways**

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Kuna Mora Road	4,926-feet	Expressway	293	Better than “E”
Cole Road	3,962-feet	Principal Arterial	4	Better than “E”

Cole Road	3,590-feet	Local	281	N/A
Barker Road	4,550-feet	Local	N/A	N/A
Curtis Road	3,974-feet	Local	N/A	N/A

* Acceptable level of service for a two-lane principal arterial is “E” (690 VPH).

3. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD’s most current traffic counts.

- The average daily traffic count for Kuna Mora Road west of Pleasant Valley Road was 3,304 on 09/25/2019.
- The average daily traffic count for Cole Road north of Kuna Mora Road was 53 on 12/19/2017.
- The average daily traffic count for Cole Road south of Kuna Mora Road was 2,090 on 08/06/2020.
- There are no current traffic counts for these portions of Barker Road or Curtis Road.

C. Findings for Consideration

This application is for annexation and rezone only. Listed below are some of the findings for consideration that the District may identify when it reviews future development application(s). The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. Kuna Mora Road Interim Policy

On June 20, 2007, the ACHD Commission approved the Kuna Mora Road Interim Policy (attached), which identifies Kuna-Mora Road as a future expressway and established criteria for right-of-way preservation, drainage, intersections, setbacks, and access for future development along the roadway.

2. Kuna Mora Road Interim Policy

a. Existing Conditions: Kuna Mora Road is improved with 2-travel lanes and no curb, gutter, or sidewalk abutting the site. There is 49-feet of right-of-way for Kuna Mora Road.

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of-Way Width Policy: District Policies 7205.2.1 & 7205.5.2 state that the standard 7-lane street section shall be 96-feet (back-of-curb to back-of-curb) within 120-feet of right-of-way. This width typically accommodates three travel lanes in each direction, a continuous raised or landscaped median with intermittent turn lanes, and safety shoulders.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Roadways Outside City's Area of Impact: District Policy 7205.2 states that if a proposed development abuts a paved road outside a City's area of impact, the District may consider waiving the requirement to construct sidewalk along the arterial roadway. If this waiver is granted, other requirements may be established to accommodate pedestrians and non-motorized travel.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter, and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Kuna Mora Road is designated in the MSM as a MSM as a Mobility Corridor with 7-lanes within 200-feet of right-of-way.

- c. **Staff Comments/Recommendations:** On June 20, 2007, the ACHD Commission approved the Kuna Mora Road Interim Policy (attached), which identifies Kuna-Mora Road as a future expressway and established criteria for right-of-way preservation, setback, drainage, intersections, and access.

As part of any future development application the applicant should be required to dedicate right-of-way to total 100-feet from the centerline of Kuna Mora Road abutting the site and set all permanent structures back 150-feet from the centerline of Kuna Mora Road abutting the site.

Additionally, the applicant should be required to widen the pavement on Kuna Mora Road to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. A 5-foot wide detached concrete sidewalk located 93-feet from the centerline of the roadway should also be constructed on Kuna Mora Road abutting the entire site.

The applicant should be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Road Interim Policy (see attachment 3).

3. Cole Road (North of Kuna Mora Road) and Barker Road

- a. **Existing Conditions:** Cole Road, north of Kuna Mora Road, is improved with 2-travel lanes and no curb, gutter, or sidewalk abutting the site. There is 50-feet of right-of-way for Cole Road (22-feet from centerline).

Barker Road is improved with 2-travel lanes and no curb, gutter, or sidewalk abutting the site. There is 51-feet of right-of-way for Barker Road (23-feet from centerline).

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Roadways Outside City's Area of Impact: District Policy 7205.2 states that if a proposed development abuts a paved road outside a City's area of impact, the District may consider waiving the requirement to construct sidewalk along the arterial roadway. If this waiver is granted, other requirements may be established to accommodate pedestrians and non-motorized travel.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter, and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. These segments of Cole Road and Barker Road are

designated in the MSM as Residential Arterials with 3-lanes and 46-foot street sections within 70-feet of right-of-way.

- c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should be required to dedicate additional right-of-way to total 35-feet from the centerline of Cole Road, north of Kuna Mora Road, and Barker Road abutting the site.

As part of a future development application, the applicant should be required to construct Cole Road, north of Kuna Mora Road, and Barker Road with pavement widening to total 17-feet from the centerline, 3-foot wide gravel shoulders, and 5-foot wide detached concrete sidewalk located a minimum of 29-feet from the centerline of Cole Road and Barker Road.

4. **Cole Road (South of Barker Road) and Curtis Road**

- a. **Existing Conditions:** Cole Road, south of Barker Road, is improved with 2-travel lanes and no vertical curb, gutter, or sidewalk abutting the site. There is 57-feet of right-of-way for Cole Road (19-feet from centerline).

Curtis Road is improved with 2-travel lanes and no vertical curb, gutter, or sidewalk abutting the site. There is 50-feet of right of way for Curtis Road (25-feet from centerline).

- b. **Policy:**

Industrial Roadway Policy: District Policy 7209.2.1 states that the developer is responsible for improving all industrial street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7209.5 states that right-of-way widths for new industrial roadways shall be 50-feet wide and that the standard street section will vary depending on the need for a center turn lane, bike lanes, volumes, percentage of truck traffic, and/or on-street parking.

- A 40-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane.
- A 52-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane and on-street parking.

Sidewalk Policy: District Policy 7209.5.6 requires concrete sidewalks at least 5-feet wide to be constructed on one side of all industrial streets. If a separated sidewalk is proposed, a parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Cul-de-sac Streets Policy: District policy 7209.5.7 states that the minimum radius permitted for a turnaround is 55-feet to back-of-curb.

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing

- c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should be required to improve Cole Road, south of Barker Road, and Curtis Road abutting the site as ½ of a 40-foot industrial street sections with vertical curb, gutter, and 5-foot wide attached (or 5-foot wide detached) concrete sidewalk. Detached concrete sidewalk should be located a minimum of 26-feet from the centerline of Cole Road and Curtis Road.

5. New Industrial Roads

a. **Existing Conditions:** There are no industrial roadways within the site.

b. **Policy:**

Industrial Roadway Policy: District Policy 7209.2.1 states that the developer is responsible for improving all industrial street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7209.5 states that right-of-way widths for new industrial roadways shall be 50-feet wide and that the standard street section will vary depending on the need for a center turn lane, bike lanes, volumes, percentage of truck traffic, and/or on-street parking.

- A 40-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane.
- A 52-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane and on-street parking.

Continuation of Streets Policy: District Policy 7209.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries, water, and sewer.
- Promotes orderly development.

Sidewalk Policy: District Policy 7209.5.6 requires concrete sidewalks at least 5-feet wide to be constructed on one side of all industrial streets. If a separated sidewalk is proposed, a parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Cul-de-sac Streets Policy: District policy 7209.5.7 states that the minimum radius permitted for a turnaround is 55-feet to back-of-curb.

Landscape Medians Policy: District policy 7209.5.15 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.

- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
 - The license agreement shall contain the District’s requirements of the developer including, but not limited to, a “hold harmless” clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
 - Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.
- c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should be required to design and construct the internal industrial streets to meet District policies listed above.

6. Roadway Offsets

a. **Existing Conditions:** There are no roadways within the site.

b. **Policy:**

Local Street Intersection Spacing on Principal Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 1,320-feet as measured from all other existing roadways as identified in Table 1b (7205.4.7).

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Collector Offset Policy: District policy 7205.4.2 states that the optimum spacing for new signalized collector roadways intersecting minor arterials is one half-mile.

District policy 7205.4.2 states that the optimum spacing for new signalized collector roadways intersecting principal arterials is one half-mile.

District policy 7206.4.2 states that the optimum spacing for unsignalized collectors intersecting minor arterial roadways is 1,320-feet.

District policy 7206.4.2 states that the preferred spacing for new collectors intersecting existing collectors is ¼ mile to allow for adequate signal spacing and alignment.

District policy 7206.4.5, states that the preferred spacing for a new local street intersecting a collector roadway to align or offset a minimum of 330-feet from any other street (measured centerline to centerline).

Local Offset Policy: District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

District policy 7208.4.2, requires commercial roadways intersecting other local streets (residential, industrial, or commercial) to provide a minimum offset of 125-feet from any other roadway or intersection (measured centerline to centerline).

District policy 7209.4.2, requires industrial roadways intersecting other local streets (residential, industrial, or commercial) to provide a minimum offset of 125-feet from any other roadway or intersection (measured centerline to centerline).

c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should construct the roadway intersections to meet District policies listed above.

As part of any future development application, the applicant should be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Road Interim Policy. Consistent with the Kuna Mora Interim Policy and ACHD policy, access to the site should come from Cole Road, Curtis Road, or Barker Road as direct lot access to Kuna Mora Road, if allowed, would be temporary and alternative provisions for access to the site would be required.

7. Driveways

7.1 Kuna Mora Road

a. Policy:

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.7 states that direct access to principal arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1b under District policy 7205.4.7, unless a waiver for the access point has been approved by the District Commission. Driveways, when approved on a principal arterial shall operate as a right-in/right-out only, and the District will require the construction of a raised median to restrict the left turning movements.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

Temporary Access Policy: District Policy 7202.4.2 identifies a temporary access as that which "is permitted for use until appropriate alternative access becomes available". Temporary access may be granted through a development agreement or similar method, and the developer shall be responsible for providing a financial guarantee for the future closure of the driveway.

Cross Access Easements/Shared Access Policy: District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

- b. **Staff Comments/Recommendations:** As part of any future development application, the applicant should be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Road Interim Policy. Consistent with the Kuna Mora Interim Policy and ACHD policy, access to the site should come from Cole Road, as direct lot access to Kuna Mora Road, if allowed, would be temporary and alternative provisions for access to the site would be required.

If access is proposed onto Kuna Mora Road, the applicant should be required to submit a traffic analysis that shows that the access onto Kuna Mora Road is necessary to serve the site. IF

temporary access is deemed necessary onto Kuna Mora Road, the access should meet the following criteria:

- ½ mile spacing is required for right-in/right-out/left-in restricted access. Not signals allowed at these locations. The intersection would require the construction of a left turn lane, acceleration, and deceleration lanes. This would also provide room for this to serve as a U-turn location.
- ¼ mile spacing is required for right-in/right-out restricted access. The intersection would require the construction of acceleration and deceleration lanes.

7.2 Cole Road (North of Kuna Mora Road) and Barker Road

a. Policy:

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.7 states that direct access to principal arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1b under District policy 7205.4.7, unless a waiver for the access point has been approved by the District Commission. Driveways, when approved on a principal arterial shall operate as a right-in/right-out only, and the District will require the construction of a raised median to restrict the left turning movements.

Driveway Location Policy: District policy 7205.4.7 requires driveways located on principal arterial roadways to be located a minimum of 355-feet from the nearest intersection for a right-in/right-out only driveway. Full-access driveways are not allowed on principal arterial roadways.

Successive Driveways: District policy 7205.4.7 Table 1b, requires driveways located on principal arterial roadways with a speed limit of 20 MPH to align or offset a minimum of 355-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

Temporary Access Policy: District Policy 7202.4.2 identifies a temporary access as that which “is permitted for use until appropriate alternative access becomes available”. Temporary access may be granted through a development agreement or similar method, and the developer shall be responsible for providing a financial guarantee for the future closure of the driveway.

Cross Access Easements/Shared Access Policy: District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

- c. **Staff Comments/Recommendations:** The future development application will be subject to the District policies listed above.

Access on Cole Road (north of Kuna Mora Road) and Barker Road is not guaranteed to be allowed by ACHD as part of the future development application. If access is requested on Cole Road (north of Kuna Mora Road) and Barker Road, an access analysis may be required to be submitted to ACHD for review prior to the submittal of the development application.

13.6 Cole Road (South of Barker) and Curtis Road

a. **Policy:**

Driveway Location Policy: District policy 7209.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector or arterial street intersection.

Successive Driveways: District Policy 7209.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.

Driveway Width Policy: District policy 7209.4.3 restricts industrial driveways to a maximum width of 40-feet. Most industrial driveways will be constructed as curb-cut type facilities.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7209.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

Driveway Design Requirements: District policy 7209.4.3 states if an access point is to be gated, the gate or keypad (whichever is closer) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

- b. **Staff Comments/Recommendations:** The future development application will be subject to the District policies listed above.

8. Private Roads

- a. **Private Road Policy:** District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street intersection, and
- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

- b. **Staff Comments/Recommendations:** If the City of Kuna approves the private road, the applicant shall be required to pave the private roadway a minimum of 20 to 24-feet wide and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Kuna, the applicant will be required to revise and resubmit the preliminary plat to provide public standard local streets in these locations.

Street name and stop signs are required for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and

reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the road.
- Construct the roadway to the minimum ACHD requirements.
- Construct a stub street to the surrounding parcels.

9. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

10. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

11. Other Access

Kuna Mora Road is classified as a principal arterial and future expressway and Cole Road (north of Kuna Mora Road) and Barker Road are classified as arterial roadways. Other than the access specifically approved with future applications, direct lot access is prohibited to these roadways.

D. Site Specific Conditions of Approval

This application is for annexation and rezone only. Site specific conditions of approval will be established as part of the future development application.

1. Payment of impact fees is due prior to issuance of a building permit.
2. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter, and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

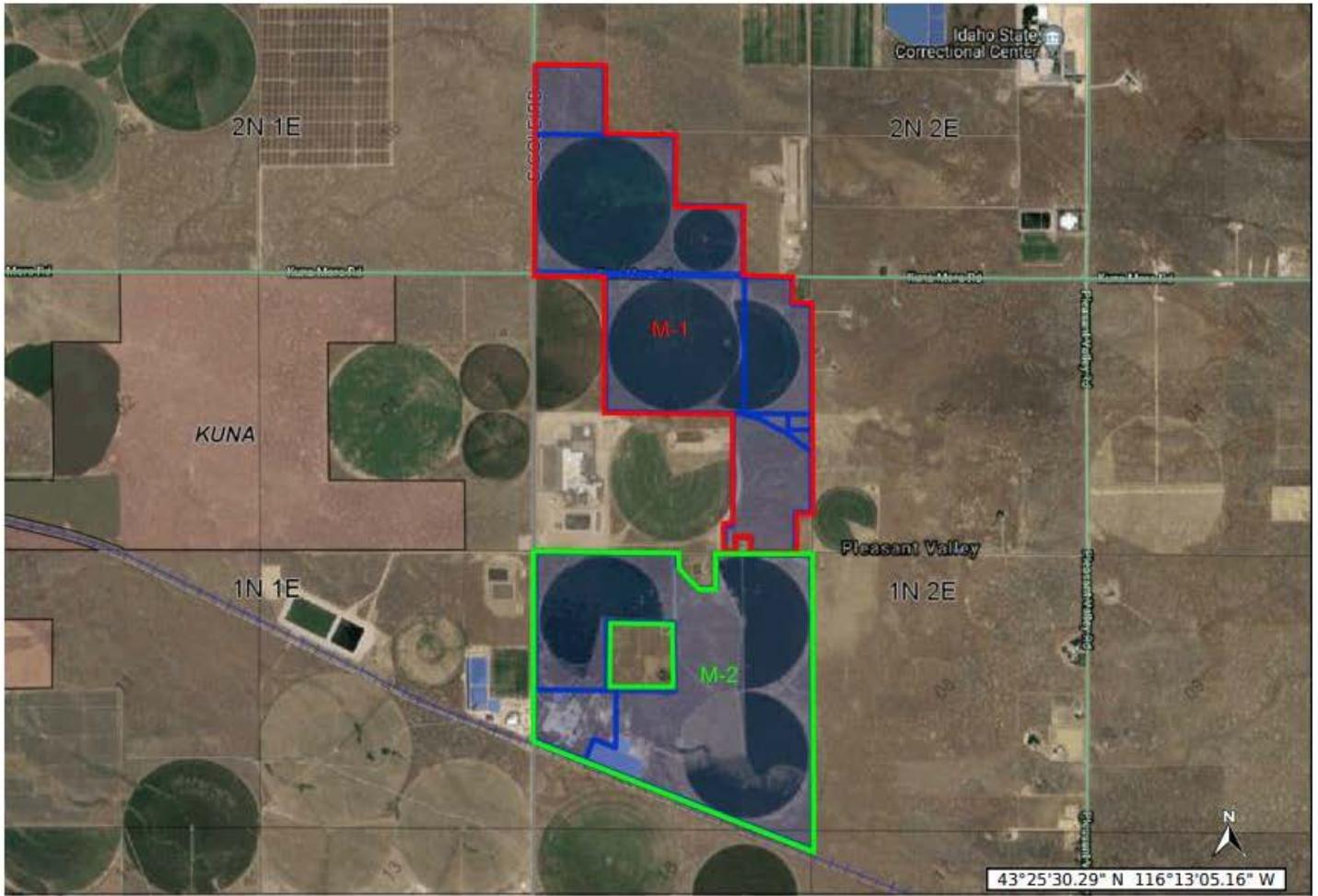
G. Attachments

1. Vicinity Map
2. Site Plan
3. Kuna Mora Interim Policy
4. Utility Coordinating Council
5. Development Process Checklist
6. Appeal Guidelines

VICINITY MAP



SITE PLAN





Ada County Highway District

KUNA-MORA ROAD INTERIM POLICY Adopted 6/20/2007

Roadway Function: As noted in *Communities in Motion* (COMPASS), the region should consider long-term travel alternatives to I-84, and proposed and potential development may preclude Kuna-Mora as a future expressway unless a design is completed within the next 1-2 years. It is also noted that "Kuna-Mora Road should be preserved to allow for an expressway with potential grade-separated interchanges; and to maintain the right-of-way to construct a future expressway and interchanges, local governments along the corridor should stipulate a minimum setback of 150' from the centerline of Kuna-Mora. ... At the intersections of Kuna-Mora Road with major roads, setbacks should be negotiated to preserve future interchanges. ... As with any major road, future land uses along the corridor need to be planned with an eye toward regional needs – not just reacting to the immediate market." Kuna-Mora Road is not only needed to serve development in the area, but also higher speeds and volumes of through vehicular and truck traffic. While it has not been formally established that Kuna-Mora Road will be an official I-84 bypass, its direct route through the south part of the County lends itself to that type of roadway. Kuna-Mora Road would connect SH 45 in Canyon County east to I-84, with a connection to McDermott Road, which is also proposed in *Communities in Motion* as a long-term expressway corridor. Additionally the roadway will be used as the only main east-west access for future development in the area. A 50MPH posted speed limit, and 55MPH design speed are recommended for the entire length of the corridor.

Corridor Preservation/Roadway Section: A 200' wide corridor shall be preserved. This right-of-way width could accommodate a roadway with three travel lanes in each direction, center turn lanes where needed, and a center island. Also included are paved safety shoulders and adequate clear zone areas, as well as possible drainage areas.

Additional turn lanes and associated right-of-way (in excess of 200') may be required for intersections needed for development. These needs will be identified by Traffic Services upon review of the traffic impact study.

Drainage: Drainage can be accommodated in the clear zone slope area for a 4-lane roadway. When the roadway is widened to 6-lanes, the same system should be able to accommodate the drainage needs. At intersection approaches these drainage areas will need to narrow or terminate for left turn lanes and acceleration/deceleration lanes. Developers may be required to provide drainage systems/treatment outside of the right-of-way for road widening associated with their development. For future widening to 6-lanes, portions of the drainage areas would convert to additional lanes and there would still be sufficient capacity within the existing ditch. A storm water system could be developed through an urban section if necessary, but due to the high costs associated with that, the rural section and drainage is recommended.

Intersections: Three intersections along the corridor were identified as higher volume; higher use intersections that may require attention beyond a standard intersection footprint. These intersections are SH-69/Meridian Road, Cloverdale Road and Pleasant Valley Road. It is possible that others may be identified by traffic studies as they are conducted for development. As noted in *Communities in Motion*, future interchanges may need to be preserved. These intersections may need to be signalized as development occurs, possibly before build-out of the subdivision(s)/development, to ensure that the facilities are in place. Road trust deposits may also be required for signals. The intersections will be evaluated for signal installation and funding with the first development application located at or near the intersection. Due to the speed of the roadway, advance warning flashers should also be installed. For other intersections where signalization does not occur, Kuna-Mora Road will have the through condition and the north-south legs will be STOP controlled. Again, advance warning flashers and safety devices should be installed approaching these intersections. Roundabouts and alternative intersection designs should be considered as an alternative to signals and interchanges at all intersections where possible.

These three key intersections (along with others if necessary) should be studied further for long term needs. Urban interchanges or other high capacity intersection treatments should be planned for in the long term; however, right-of-way widths exceeding 225' on the Kuna-Mora legs, and 140' of right-of-way could be needed for the north-south legs. If development precedes this type of study, then the long term function of intersections should be analyzed with the development application and the appropriate right-of-way dedicated.

Adopted 6/20/2007

Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD **Planning Review Section** will receive the development application to review
- The **Planning Review Section** will do one of the following:
 - Send a “**No Review**” letter to the applicant stating that there are no site specific conditions of approval at this time.
 - Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For **ALL** development applications, including those receiving a “**No Review**” letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

Driveway or Property Approach(s)

- Submit a “Driveway Approach Request” form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

Working in the ACHD Right-of-Way

- Four business days prior to starting work have a bonded contractor submit a “Temporary Highway Use Permit Application” to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50’ or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

Sediment & Erosion Submittal

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

Idaho Power Company

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

- Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion, or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend, or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

MEMO

Date: September 23, 2021
From: Morgan Treasure, Economic Development Director
To: Planning & Zoning Commission
RE: East Kuna Annexation

P&Z Commissioners,

Staff has been working closely with the property owners and developer in East Kuna to expand the existing East Kuna industrial area to prepare an additional 1088 acres to be marketable to industrial users.

Protected from the residential core of the city, these properties have been identified for potential industrial use in Kuna Future Land Use Maps going back as far as 2015. With freight access points at Orchard and Black's Creek and the opportunity for rail service, these properties have prime attributes for industrial users, but are hard to market without entitlements. In the current climate, most businesses simply don't have time and risk tolerance to go through the entitlement process and are only interested in properties that are already zoned appropriately for their projects. Removing the administrative and timeline burdens of annexation makes the City of Kuna more competitive when companies are evaluating where they would like to locate or expand their operations.

The city annexed 440 acres contiguous to the proposed properties in February of 2021. The addition of these parcels creates connectivity and demonstrates the City's intention to protect this area for industrial development, making the entire area more attractive to potential users.

Currently, residential properties make up about 90% of the tax base, leaving the remaining 10% for commercial. By adding just two or three industrial users, the city could shift those ratios to 75% residential / 25% commercial while also adding jobs to our local economy.

Public Works and Economic Development have been working together on strategies to get infrastructure in this area. The addition of these parcels and the potential for more users increases the avenues available for creative solutions and public/private partnerships.

Thank you for your consideration,

Morgan Treasure
Economic Development Director
mtreasure@kunaid.gov
208-559-5926

CITY OF KUNA PUBLIC HEARING NOTICE
Kuna Planning and Zoning Commission

THE CITY OF KUNA will hold a public hearing on
September 14, 2021 at Kuna City Hall - 751 W. 4th St.
Kuna, ID 83634, at 6:00 p.m.

PURPOSE: Annexation and Zoning - East Kuna Industrial -
M1 zoning north of Barker Road and M-2 south of Barker.
Annex approximately 1088 acres to the City of Kuna

LOCATION: Parcel Numbers - S1531233600, S1531300000,
S2006121115, S2006121150, S2006417205, S2006417265,
S2006417500, S2007111100, S2007111200

APPLICATION BY: KC Gardner Company, LC.

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Kuna, ID 83634, at 6:00 p.m.

PURPOSE: Annexation and Zoning - East Kuna Industrial -
M1 zoning north of Barker Road and M-2 south of Barker.
Annex approximately 1088 acres to the City of Kuna

LOCATION: Parcel Numbers - S1531233600, S1531300000,
S2006121115, S2006121150, S2006417205, S2006417265,
S2006417500, S2007111100, S2007111200

APPLICATION BY: KC Gardner Company, LC.

CITY OF KUNA PUBLIC HEARING NOTICE
Kuna Planning and Zoning Commission

THE CITY OF KUNA will hold a public hearing on
September 14, 2021 at Kuna City Hall - 751 W. 4th St.
Kuna, ID 83634, at 6:00 p.m.

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APPLICATION BY: KC Gardner Company, LC.

Suggestions for Testifying at Public Hearings:

Be Informed...

Review the proposal, Staff Report, applicable Ordinance(s), Comprehensive Plan & Idaho Code §67-65. All items pertaining to the application can be found online the Friday prior to the hearing at www.kunacity.id.gov >City Government >Agendas & Minutes.

Be on time...

Although the item you are interested in may not be first on the agenda, you never know when it will be heard; the governing body has authority to adjust the schedule according to its discretion, thus, anticipate attending from the beginning.

Speak to the Point...

The governing body appreciates pertinent, well organized, factual & concise comments. The Developer or their Representative is given 10 minutes to present their project; 3 minutes per individual is provided for public testimony; neighborhood groups are encouraged to select a community representative & the representative is provided 10 minutes (please inform staff). The Developer/Representative is given additional time for rebuttal.

If you do not wish to speak, write...

Written testimony received by close of business the Wednesday before the hearing will be included in the meeting packet; late submissions will be provided to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments/info at the hearing and expect it to be reviewed prior to a decision.

KUNA



Planning & Zoning
PO BOX 13
Kuna, ID 83634

ELOPOST

FIRST-CLASS MAIL

08/25/2021

US POSTAGE \$000.00⁰⁰



ZIP 83634
041M11460992

JR 8-25-21

DH 8-25-21

City of Kuna

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **Planning & Zoning Commission** is scheduled to hold a Public Hearing on **September 14, 2021 at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, on the following case:

Case No. 21-11-AN (Annexation) East Kuna Industrial

KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person or will not be able to attend. Please contact the Kuna Planning & Zoning Department at (208) 922-5274.

Written testimony received by close of business on **September 8, 2021** will be included with the packet distributed to the governing body prior to the hearing; late submissions will be provided at time of hearing.

MAILED 08.25.2021



CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

Case No. 21-11-AN (Annexation): East Kuna Industrial

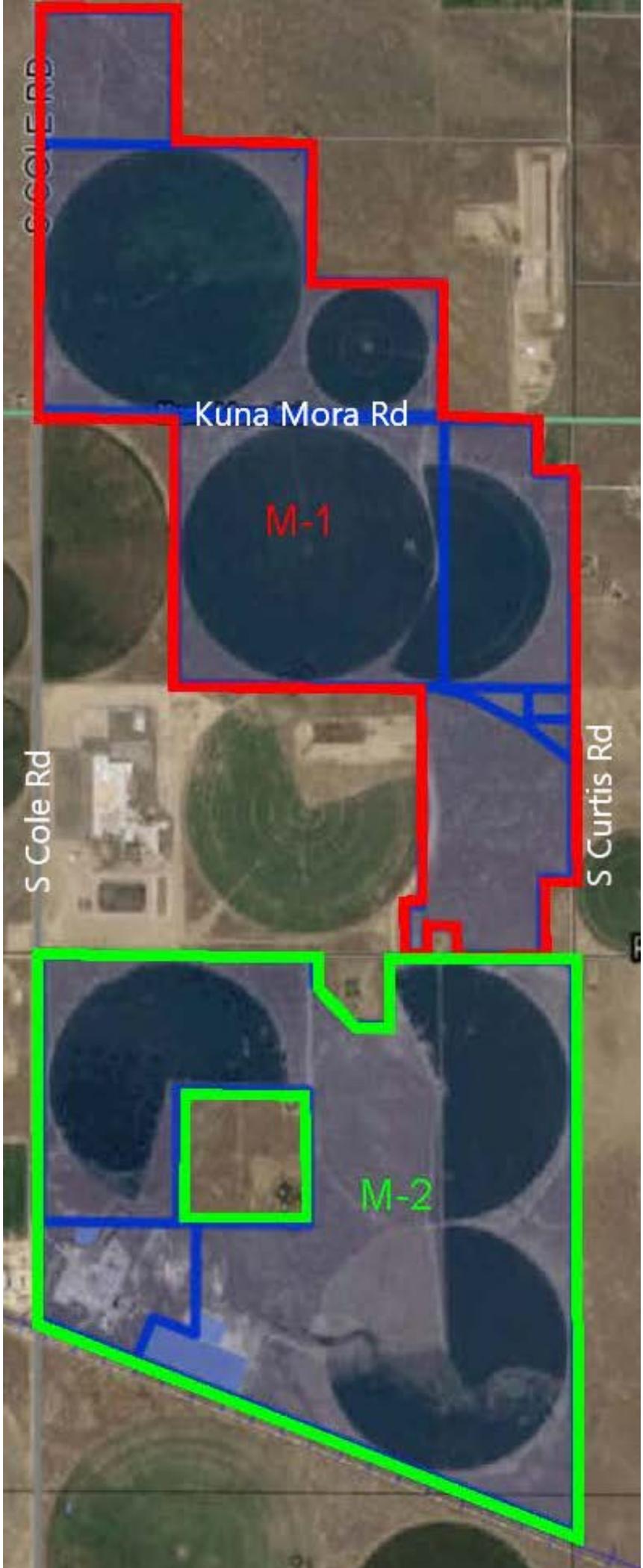
NOTICE IS HEREBY GIVEN the Planning & Zoning Commission is scheduled to hold a public hearing on **Tuesday, September 14, 2021, at 6:00 PM**, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with the *East Kuna Industrial Annexation*. KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered *ex parte*. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

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Kuna Planning & Zoning Department

Map provided on Page 2.



S COLE RD

Kuna Mora Rd

M-1

S Cole Rd

S Curtis Rd

M-2



ADVERTISING PROOF

PO Box 9399
 1618 N Midland Blvd, 83651,
 Nampa, ID 83652
 Ph. (208) 465-8129 Fax: (907) 452-5054

BILLING DATE:	ACCOUNT NO:
08/23/21	21880

LEGAL NOTICE

**Case No. 21-11-AN
 (Annexation):
 East Kuna Industrial**

DOUG HANSON
 1 KUNA, CITY OF
 P.O. BOX 13
 KUNA, ID 83634

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AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
137721	21-11-AN (EAST KUNA)	08/25/21	08/25/21	1	\$52.36

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount: **\$0.00**
 Surcharge: **\$0.00**
 Credits: **\$0.00**

Gross: **\$52.36**
 Paid Amount: **\$0.00**

Amount Due: \$52.36

Kuna Planning & Zoning
 Department

August 25, 2021 137721

We Appreciate Your Business!

RECEIVED

AUG 30 2021

CITY OF KUNA

AFFIDAVIT OF PUBLICATION
STATE OF IDAHO

County of Ada

21880 137721
1 KUNA, CITY OF

P.O. BOX 13
KUNA, ID 83634

SHARON JESSEN

of the State of Idaho, being of first duly sworn, deposes
and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Kuna Melba News, a weekly newspaper published in the State of Idaho; that the said newspaper is in general circulation in the said county of Ada, and in the vicinity of Kuna, Idaho and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 times(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement

LEGAL NOTICE

Case No. 21-11-AN
(Annexation):
East Kuna Industrial

at the hearing, please contact
the Kuna Planning & Zoning
Department at (208) 922-5274
for more information.

Kuna Planning & Zoning
Department

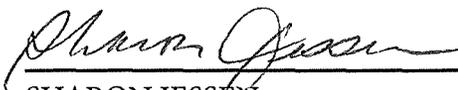
August 25, 2021 137721

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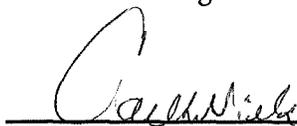
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That said notice was published the following: 08/25/2021

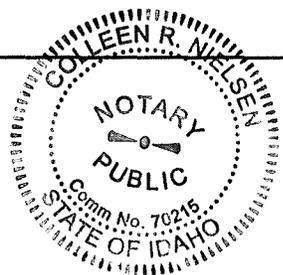


SHARON JESSEN
STATE OF IDAHO
County of Canyon and Ada

On this 25th day of August, in the year of 2021 before me a Notary Public, personally appeared. SHARON JESSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.



Notary Public of Idaho
My commission expires 4/28/23



Suggestions for Testifying at Public Hearings:

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Planning & Zoning
PO BOX 13
Kuna, ID 83634

NEOPOST

FIRST-CLASS MAIL

09/17/2021

US POSTAGE \$000.00⁹



ZIP 83634
041M11460992

9.17.21 JR

City of Kuna

Dear Property Owner: This is a Courtesy Notice to provide notification that the Public Hearing for **Case No. 21-11-AN (Annexation) for East Kuna Industrial**, which was scheduled to be heard September 14, 2021, **has been tabled to a date certain of September 28, 2021**, pending receipt of critical agency comments. No testimony was received at the September 14th meeting.

For those wishing to testify orally, we invite you to attend the September 28, 2021 meeting. If you wish to provide written testimony & have it included in the September 28th meeting packet, please submit your written comments no later than close of business on Wednesday September 22, 2021; late submissions will be provided at time of hearing. If you have already submitted written testimony, it will be included in the meeting packet.

Questions? Please call Planning & Zoning at (208) 922-5274.

MAILED 09.16.2021

LEGAL NOTICE

