OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Chris Bruce, Council Member
Warren Christensen, Council Member
John Laraway, Council Member

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

City Council Meeting
AGENDA
Tuesday, February 01, 2022

6:00 P.M. REGULAR CITY COUNCIL

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

ALL ITEMS ON THE KUNA CITY COUNCIL AGENDA ARE CONSIDERED ACTION ITEMS UNLESS OTHERWISE INSTRUCTED BY THE CITY COUNCIL.

1. Call to Order and Roll Call

2. Invocation

3. Pledge of Allegiance: Mayor Stear

4. Consent Agenda: ACTION ITEMS

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

A. Regular City Council Meeting Minutes Dated January 18, 2022.

B. Accounts Payable Dated January 26, 2022, in the amount of $451,147.67

C. Findings of Facts Conclusions of Law

1. Denying Gran Prado Appeal.

5. External Reports or Requests:

6. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.
City Council members may ask questions throughout the public hearing process.
Once the public hearing is closed, no further testimony or comments are heard.
City Council may move to continue the application to a future meeting or approve or deny the application.

A. Consideration to approve Case No. 20-03-ZC (Rezone) & 20-06-S (Preliminary Plat) Ledgestone Plaza Subdivision: ACTION ITEM

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at (208) 387-7726. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 387-7726 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

Trilogy Development, Inc and Gem State Planning request to subdivide approximately 76.03 acres into 275 total lots (247 residential buildable lots) (425 total dwelling units), six commercial lots and 22 common lots). Additionally, the applicants propose to rezone the 76.03 acres from its current zoning district classification of C-1 (Neighborhood Commercial) to C-3 (Service Commercial), R-12 (High-Density Residential) and R-6 (Medium-Density Residential) zoning district classifications. The subject district classifications. The subject sites are located at 2400 N Meridian Road and N. Meridian Road, within Section 18, Township 2 North, Range 1 East; (APNs: S1418234000 and S1418233650). *Staff requests this item to be tabled to a date certain of March 15, 2022, for additional review and noticing correction.*

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation

B. Consideration to approve Case No. 21-07-AN (Annexation) for Ledgestone South: Tabled from 01.18.2022 City Council Meeting ACTION ITEM

GEM State Planning, LLC on behalf of Trilogy Development, Inc. requests Annexation of approximately 99.78 acres into the City of Kuna and to zone approximately (approx.) 83.33 acres as R-6 Medium Density Residential (MDR), and 16.45 acres as R-8 MDR. The Applicant only requests Annexation at this time and will propose a Preliminary Plat in the future. The subject site is adjacent to Kuna City limits on the north and west side; and is currently zoned RR (Rural Residential) in Ada County. The subject site is located at 2425 N Locust Grove Road, Kuna, ID 83642, (APN's: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800 & S1418417200).). Section 18, Township 2 North, Range 1 East. – Troy Behunin, Senior Planner

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation

C. Consideration to approve Case No. 21-04-S (Preliminary Plat) for *Falcon Crest Golf Villages Subdivision* ACTION ITEM

Wendy Shrief of J-U-B Engineers, on behalf of M3 Companies, LLC, requests preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots, 43 common lots, and 18 common driveway lots, within R-6 (Medium Density Residential) and R-12 (High Density Residential) zones. (APN: S1422110300). Section 22, Township 2 North, Range 1 East – Troy Behunin, Senior Planner.

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation

7. Business Items:

A. Consideration to approve Case No. 21-07-LS (Lot Split) for 3003 N Ten Mile Road – David Crawford of Centurion Engineers, on behalf of Bodahl Farms, LLC, requests approval to split an approximately 38.98-acre parcel with a C-1 (Neighborhood Commercial) zone, into two (2) parcels; Parcel A is proposed to be 24.82-acres, Parcel B is proposed to be 14.58-acres. The subject site is located at 3003 N Ten Mile Road (APN: S1315110051); Section 15, Township 2 North, Range 1 West - Jessica Reid, Planning & Zoning Specialist ACTION ITEM

B. Consideration to approve Case No. 21-08-LS (Lot Split) for 525 W Main Street – BTC Properties requests approval to split an approximately 0.22-acre parcel into an approximately 0.108-acre (4,734 SF) North Parcel and an approximately 0.101-acre (4,434 SF) South Parcel. This Lot Split is to facilitate each individual building being on its own lot, and allows the potential for the State of Idaho to purchase the office they currently occupy. There are no requested changes to the current CBD (Central Business District) zone – Jessica Reid, Planning & Zoning Specialist ACTION ITEM

C. Consideration to approve request for $64,300 from Contingency for Planning Consultant Services for the proposed Urban Renewal District in East Kuna – Morgan Treasure, Economic Development Director ACTION ITEM

D. Consideration to approve Resolution R05-2022 – Morgan Treasure, Economic Development Director ACTION ITEM

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

8. Ordinances:

A. Consideration to approve Ordinance 2022-04 – Chris Engels, City Clerk ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- AMENDING SUBSECTION C OF SECTION 3, CHAPTER 8, TITLE 3 OF THE KUNA CITY CODE TO MAKE CERTAIN APPLICATION CRITERIA FOR SPECIAL EVENT PERMITS APPLICABLE TO ALL SPECIAL EVENT PERMIT REQUESTS, TO REQUIRE THAT SPECIAL EVENT PERMIT APPLICATIONS INCLUDE A PUBLIC SAFETY PLAN THAT MUST BE REVIEWED AND APPROVED BY THE CHIEF OF POLICE, AND TO MAKE TECHNICAL CORRECTIONS;
- AMENDING SUBSECTION J OF SECTION 3, CHAPTER 8, TITLE 3 OF THE KUNA CITY CODE TO SPECIFY THE NEED TO CONSIDER OBTAINING PRIVATE SECURITY FOR A SPECIAL EVENT;

- AMENDING SUBSECTION C OF SECTION 4, CHAPTER 8, TITLE 3 OF THE KUNA CITY CODE TO PROVIDE THAT SPECIAL EVENT PERMIT APPLICATIONS MAY BE DENIED FOR FAILING TO FOLLOW COMMENTS PROVIDED BY THE POLICE OF CHIEF ON THE PUBLIC SAFETY PLAN, AND TO MAKE TECHNICAL CORRECTIONS;
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve Summary Ordinance Publication

9. Executive Session:

10. Mayor/Council Announcements:

11. Adjournment:

OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Chris Bruce, Council Member
Warren Christensen, Council Member
John Laraway, Council Member

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

City Council Meeting
MINUTES
Tuesday, January 18, 2022

6:00 P.M. REGULAR CITY COUNCIL

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

ALL ITEMS ON THE KUNA CITY COUNCIL AGENDA ARE CONSIDERED ACTION ITEMS UNLESS OTHERWISE INSTRUCTED BY THE CITY COUNCIL.

1. Call to Order and Roll Call

(Timestamp 00:00:09)

COUNCIL MEMBERS PRESENT:
Mayor Joe Stear – In Person
Council President Greg McPherson – In Person
Council Member Richard Cardoza – In Person
Council Member Warren Christensen – In Person
Council Member John Laraway – In Person

CITY STAFF PRESENT:
Andrea Nielsen, City Attorney – In Person
Nathan Stanley, Deputy City Clerk – In Person
Jared Empey, City Treasurer – In Person
Mike Fratusco, Kuna Police Chief – In Person
Jace Hellman, P & Z Director – In Person
Doug Hanson, P & Z – In Person
Morgan Treasure, Economic Development Director – In Person
Nancy Stauffer, HR Director – In Person

2. Invocation

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:00:24)

4. Consent Agenda: ACTION ITEMS

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

(Timestamp 00:00:43)

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A. Regular City Council Meeting Minutes Dated January 04, 2022 and Special Meeting Minutes Dated January 7, 2022.

B. Accounts Payable Dated January 13, 2022, in the amount of $522,806.95

C. Resolutions

1. Resolution No. R02-2022

   A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE *"PROFESSIONAL SERVICES AGREEMENT"* WITH JUB ENGINEERING, INC. FOR ASSISTANCE WITH THE KUNA RAILROAD OVERPASS PLANNING AND ENVIRONMENTAL LINKAGES (PEL) STUDY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

2. Resolution No. R03-2022

   A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "*PROFESSIONAL SERVICES AGREEMENT*" WITH KELLER ASSOCIATES, INC. FOR SCOPE OF WORK FOR ORCHARD AND AVALON PEDESTRIAN PATHWAY DESIGN AND CONSTRUCTION SERVICES FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

3. Resolution No. R04-2022

   A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO ACCEPTING THE DEED OF PUBLIC UTILITIES EASEMENT FROM RYAN MEADOWS HOMEOWNER'S ASSOCIATION, INC. AN IDAHO NON-PROFIT CORPORATION.

Motion To: Approve the Consent Agenda as Published
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Bruce, Christensen, Laraway, and McPherson
Voting No: None
Absent: None
Motion Passed: 4-0-0

5. External Reports or Requests:

6. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.
City Council members may ask questions throughout the public hearing process.
Once the public hearing is closed, no further testimony or comments are heard.
City Council may move to continue the application to a future meeting or approve or deny the application.
(Timestamp 00:01:28)

A. CBH Grand Prado Fire Impact Fee Appeal ACTION ITEM

City Council of the City of Kuna, Idaho will conduct a hearing on the appeal by Cory Barton Homes – CBH Homes of the Kuna Rural Fire District's (KRFD) Board of Commissioners Decision regarding the refund of fire district impact fees paid as provided in Kuna City Code Section 12-2-13. This appeal is related to a requested refund of fire district impact fees that were paid for homes located within Gran Prado Subdivision No. 1.

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation

Motion To: Open the Public Hearing
Motion By: Council Member Christensen
Motion Seconded: Council Member Laraway
Further Discussion: None
Motion Passed: 4-0-0

Mayor Stear gave a brief explanation of the case for the CBH Gran Prado Fire Impact Fee Appeal.

Motion To: Adopt the Fire Districts record into the exhibit for record
Motion By: Council Member Christensen
Motion Seconded: Council Member Laraway
Further Discussion: None
Motion Passed: 4-0-0

Melissa Drees, CBH, reviewed a letter from their attorney and the reason for their appeal.

Mayor Stear explained why the City of Kuna collected the impact fees and what issue occurred.

Council Member Laraway asked legal council about the clarity of who the record of owner is.

City Attorney Staff, Andrea Nielsen, responded to Council Member Laraway and cited Idaho State Code.

Council Member Bruce asked if there are any fees due to another district.

Mayor Stear responded stating no fees would be due to another district.

Council Member Laraway said he looks at it from the simplicity of who the record of owner was at the time of the fees being paid.

City Attorney Staff, Andrea Nielsen explains the Idaho State Code and expresses that she will help with the findings and to focus on the plain language of the statute.

Council Member Christensen asked Melissa Drees about being asked to collect signatures from the current home owners.

Melissa Drees responded by reading an email from City Clerk, Chris Engels.

Mayor Stear further explained the signatures

Motion To: Close the evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 4-0-0

Council Member Christensen explained his stance on the case.

Council Member Laraway agrees with Christensen, however brings up his concern for the record of owner at the time the fees were paid.

Council Member Bruce agrees with both Council Member Christensen and Laraway.

Motion To: Deny CBH appeal
Motion By: Council Member Christensen
Motion Seconded: Council Member Laraway
Further Discussion: None
Recused: McPherson
Absent: None
Motion Passed: 3-0-0

B. Consideration to approve Case No. 21-07-AN (Annexation) for Ledgestone South: ACTION ITEM
(Timestamp 00:31:36)

GEM State Planning, LLC on behalf of Trilogy Development, Inc. requests Annexation of approximately 99.78 acres into the City of Kuna and to zone approximately (approx.) 83.33 acres as R-6 Medium Density Residential (MDR), and 16.45 acres as R-8 MDR. The Applicant only requests Annexation at this time and will propose a Preliminary Plat in the future. The subject site is adjacent to Kuna City limits on the north and west side; and is currently zoned RR (Rural Residential) in Ada County. The subject site is located at 2425 N Locust Grove Road, Kuna, ID 83642, (APN's: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800 & S1418417200).). Section 18, Township 2 North, Range 1 East. – Troy

Behunin, Senior Planner. *Staff requests this item to be tabled to a date certain of February 1, 2022, pending further staff review.*

Motion To: Table Case No. 21-07-AN to a date certain of February 1, 2022
Motion By: Council Member Christensen
Motion Seconded: Council Member Laraway
Further Discussion: None
Motion Passed: 4-0-0

7. Business Items:

8. Ordinances:

(Timestamp 00:32:27)

A. Consideration to approve Ordinance 2022-02 ACTION ITEM

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

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

Consideration to waive three readings
Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance 2022-02
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

Motion To: Approve Ordinance 2022-02
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Cardoza, Christensen, Laraway,

Voting No: None
Absent: None
Motion Passed: 4-0-0

B. Consideration to approve Ordinance 2022-03 ACTION ITEM
(Timestamp 00:33:58)

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

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

Consideration to waive three readings
Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance 2022-03
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

Motion To: Approve Ordinance 2022-03
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Cardoza, Christensen, Laraway,
Voting No: None
Absent: None
Motion Passed: 4-0-0

9. Executive Session:

10. Mayor/Council Announcements:

(Timestamp 00:35:28)

Mayor Stear asked if any Council Members would like to attend the AIC City Official Days at the Capital.

Council Members Laraway and Bruce agreed to attend.

11. Adjournment: 6:37 P.M.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 02.01.2022

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
A COMPANY, INC.												
1463	A COMPANY, INC.	114-12763906		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA493 & #KK099, WEEKLY SERVICE, 1/3/22 - 1/12/22 - GREENBELT AT CITY HALL	01/12/2022	116.97	.00	01-6212 RENT-EQUIPMENT	1004	1/22		
Total 114-12763906:						116.97	.00					
1463	A COMPANY, INC.	114-12775636		ADA WHEELCHAIR ACCESSIBLE & STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 01/13/22 - 02/09/22 - GREENBELT AT CITY HALL	01/17/2022	287.00	.00	01-6212 RENT-EQUIPMENT	1004	1/22		
Total 114-12775636:						287.00	.00					
Total A COMPANY, INC.:						403.97	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0557376	12812	NAME PLATE FOR C. BRUCE, CITY COUNCIL, N. STANLEY, JAN'22	01/12/2022	20.87	.00	01-6165 OFFICE SUPPLIES	0	1/22		
Total 0557376:						20.87	.00					
Total ABC STAMP, SIGNS & AWARDS:						20.87	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17019		SHOP RENT FOR FEBRUARY 2022-WATER	01/13/2022	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	1/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17019		SHOP RENT FOR FEBRUARY 2022-SEWER	01/13/2022	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17019		SHOP RENT FOR FEBRUARY 2022-PI	01/13/2022	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	1/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17019		SHOP RENT FOR FEBRUARY 2022--PARKS	01/13/2022	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	1/22		
Total 17019:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	01182022ACP		PROSECUTORIAL SERVICES FOR FEBRUARY 2022	01/18/2022	4,500.00	.00	01-6203 PROSECUTORIAL SERVICES	0	1/22		
Total 01182022ACPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	094105		SHERIFF SERVICE CONTRACT FOR JAN'22	01/10/2022	226,256.00	.00	01-6000 LAW ENFORCEMENT SERVICES	0	1/22		
Total 094105:						226,256.00	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						226,256.00	.00					
ALLIANCE MEDICAL GROUP LLC												
2072	ALLIANCE MEDICAL GROUP LLC	8773-010722		DRUG SCREEN, J. LISH, CLAIM #5195743, NOV'21 - WATER	11/03/2021	20.00	.00	20-5950 TEAM BUILDING, ONBOARDING	0	1/22		
2072	ALLIANCE MEDICAL GROUP LLC	8773-010722		DRUG SCREEN, J. LISH, CLAIM #5195743, NOV'21 - PI	11/03/2021	5.00	.00	25-5950 TEAM BUILDING, ONBOARDING	0	1/22		
2072	ALLIANCE MEDICAL GROUP LLC	8773-010722		DRUG SCREEN, J. PEREZ, CLAIM #5217117, NOV'21	11/03/2021	25.00	.00	01-5950 TEAM BUILDING, ONBOARDING	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2072	ALLIANCE MEDICAL GROUP LLC	8773-010722		DRUG SCREEN, M. SMITH, CLAIM #5224902, NOV'21 - WATER	11/03/2021	20.00	.00	20-5950 TEAM BUILDING, ONBOARDING	0	1/22		
2072	ALLIANCE MEDICAL GROUP LLC	8773-010722		DRUG SCREEN, M. SMITH, CLAIM #5224902, NOV'21 - PI	11/03/2021	5.00	.00	25-5950 TEAM BUILDING, ONBOARDING	0	1/22		
2072	ALLIANCE MEDICAL GROUP LLC	8773-010722		DRUG SCREEN, B. VILLANUEVA, CLAIM #5227189, NOV'21	11/03/2021	25.00	.00	01-5950 TEAM BUILDING, ONBOARDING	0	1/22		
Total 8773-010722:						100.00	.00					
Total ALLIANCE MEDICAL GROUP LLC:						100.00	.00					
ALLSTREAM BUSINESS US, INC												
1411	ALLSTREAM BUSINESS US, INC	17986500		TELEPHONE, DATA & NETWORK SERVICES, 01/01-01/31/2022-ADMIN	01/01/2022	379.28	379.28	01-6255 TELEPH0NE	0	1/22	01/21/2022	
1411	ALLSTREAM BUSINESS US, INC	17986500		TELEPHONE, DATA & NETWORK SERVICES, 01/01-01/31/2022-WATER	01/01/2022	352.19	352.19	20-6255 TELEPH0NE EXPENSE	0	1/22	01/21/2022	
1411	ALLSTREAM BUSINESS US, INC	17986500		TELEPHONE, DATA & NETWORK SERVICES, 01/01-01/31/2022-SEWER	01/01/2022	352.19	352.19	21-6255 TELEPH0NE EXPENSE	0	1/22	01/21/2022	
1411	ALLSTREAM BUSINESS US, INC	17986500		TELEPHONE, DATA & NETWORK SERVICES, 01/01-01/31/2022-PI	01/01/2022	135.45	135.45	25-6255 TELEPH0NE EXPENSE	0	1/22	01/21/2022	
1411	ALLSTREAM BUSINESS US, INC	17986500		TELEPHONE, DATA & NETWORK SERVICES, 01/01-01/31/2022-P&Z	01/01/2022	135.45	135.45	01-6255 TELEPH0NE	1003	1/22	01/21/2022	
Total 17986500:						1,354.56	1,354.56					
Total ALLSTREAM BUSINESS US, INC:						1,354.56	1,354.56					
ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	79819		COMMERICAL QUARTERLY PEST CONTROL FOR 475 SHORTLINE-FLEET, JANUARY								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				2022-ADMIN	01/19/2022	47.50	.00	01-6140 MAINT. & REPAIR BUILDING	0	1/22		
1804	ALPHA HOME PEST CONTROL, LLC	79819		COMMERICAL QUARTERLY PEST CONTROL FOR 475 SHORTLINE-FLEET, JANUARY 2022-WATER	01/19/2022	19.00	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/22		
1804	ALPHA HOME PEST CONTROL, LLC	79819		COMMERICAL QUARTERLY PEST CONTROL FOR 475 SHORTLINE-FLEET, JANUARY 2022-SEWER	01/19/2022	19.00	.00	21-6140 MAINT & REPAIR BUILDING	0	1/22		
1804	ALPHA HOME PEST CONTROL, LLC	79819		COMMERICAL QUARTERLY PEST CONTROL FOR 475 SHORTLINE-FLEET, JANUARY 2022-PI	01/19/2022	9.50	.00	25-6140 MAINT & REPAIR BUILDING	0	1/22		
Total 79819:						95.00	.00					
Total ALPHA HOME PEST CONTROL, LLC:						95.00	.00					
ALPINE OFFICE PRODUCTS												
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	1 EA CASE COPY PAPER, FOR CITY HALL, JAN'22 - ADMIN	01/07/2022	24.68	.00	01-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	1 EA CASE COPY PAPER, FOR CITY HALL, JAN'22 - WATER	01/07/2022	16.89	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	1 EA CASE COPY PAPER, FOR CITY HALL, JAN'22 - SEWER	01/07/2022	16.89	.00	21-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	1 EA CASE COPY PAPER, FOR CITY HALL, JAN'22 - PI	01/07/2022	6.50	.00	25-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	2 PACK W-2 FORMS, 2 PACK W-2 ENVELOPES, FOR N. STAUFFER, JAN'22 - ADMIN	01/07/2022	42.55	.00	01-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	2 PACK W-2 FORMS, 2 PACK W-2 ENVELOPES, FOR N. STAUFFER, JAN'22 - WATER	01/07/2022	56.17	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	2 PACK W-2 FORMS, 2 PACK W-2 ENVELOPES, FOR N. STAUFFER, JAN'22 - SEWER	01/07/2022	56.17	.00	21-6165 OFFICE SUPPLIES	0	1/22		

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2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	2 PACK W-2 FORMS, 2 PACK W-2 ENVELOPES, FOR N. STAUFFER, JAN'22 - PI	01/07/2022	15.31	.00	25-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	1 EA SCISSOR BUNDLE, FOR TREATMENT PLANT, JAN'22 - WATER	01/07/2022	4.58	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	1 EA SCISSOR BUNDLE, FOR TREATMENT PLANT, JAN'22 - SEWER	01/07/2022	4.58	.00	21-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	1 EA SCISSOR BUNDLE, FOR TREATMENT PLANT, JAN'22 - PI	01/07/2022	1.75	.00	25-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-1-A	12899	1 CASE SOAP REFILL, JAN'22 - SENIOR CENTER	01/07/2022	88.59	.00	01-6025 JANITORIAL	1001	1/22		
Total OE-11227-1-ADJ:						334.66	.00					
2118	ALPINE OFFICE PRODUCTS	OE-11227-2-A	12899	1 EA 3 HOLE PUNCH, FOR TREATMENT PLANT, JAN'22 - WATER	01/07/2022	14.19	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-2-A	12899	1 EA 3 HOLE PUNCH, FOR TREATMENT PLANT, JAN'22 - SEWER	01/07/2022	14.19	.00	21-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11227-2-A	12899	1 EA 3 HOLE PUNCH, FOR TREATMENT PLANT, JAN'22 - PI	01/07/2022	5.40	.00	25-6165 OFFICE SUPPLIES	0	1/22		
Total OE-11227-2-ADJ:						33.78	.00					
2118	ALPINE OFFICE PRODUCTS	OE-11508-1	12935	2 EA DRY ERASE MARKERS, FOR CITY HALL, JAN'22 - ADMIN	01/13/2022	26.36	.00	01-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11508-1	12935	2 EA DRY ERASE MARKERS, FOR CITY HALL, JAN'22 - WATER	01/13/2022	18.04	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11508-1	12935	2 EA DRY ERASE MARKERS, FOR CITY HALL, JAN'22 - SEWER	01/13/2022	18.04	.00	21-6165 OFFICE SUPPLIES	0	1/22		

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2118	ALPINE OFFICE PRODUCTS	OE-11508-1	12935	2 EA DRY ERASE MARKERS, FOR CITY HALL, JAN'22 - PI	01/13/2022	6.94	.00	25-6165 OFFICE SUPPLIES	0	1/22		
Total OE-11508-1:						69.38	.00					
2118	ALPINE OFFICE PRODUCTS	OE-11508-2	12935	1 EA TOILET TISSUE, FOR CITY HALL, JAN'22 - ADMIN	01/14/2022	26.58	.00	01-6025 JANITORIAL	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11508-2	12935	1 EA TOILET TISSUE, FOR CITY HALL, JAN'22 - WATER	01/14/2022	18.19	.00	20-6025 JANITORIAL	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11508-2	12935	1 EA TOILET TISSUE, FOR CITY HALL, JAN'22 - SEWER	01/14/2022	18.19	.00	21-6025 JANITORIAL	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11508-2	12935	1 EA TOILET TISSUE, FOR CITY HALL, JAN'22 - PI	01/14/2022	6.99	.00	25-6025 JANITORIAL	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11508-2	12935	1 EA TOILET TISSUE, JAN'22 - SENIOR CENTER	01/14/2022	69.95	.00	01-6025 JANITORIAL	1001	1/22		
Total OE-11508-2:						139.90	.00					
2118	ALPINE OFFICE PRODUCTS	OE-11775-1		1 EA CORDED MOUSE, FOR R. HERRERA, JAN'22 - ADMIN	01/24/2022	3.00	.00	01-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11775-1		1 EA CORDED MOUSE, FOR R. HERRERA, JAN'22 - WATER	01/24/2022	3.96	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11775-1		1 EA CORDED MOUSE, FOR R. HERRERA, JAN'22 - SEWER	01/24/2022	3.96	.00	21-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11775-1		1 EA CORDED MOUSE, FOR R. HERRERA, JAN'22 - PI	01/24/2022	1.07	.00	25-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11775-1		4 EA CANDY BAGS, FOR CITY HALL, JAN'22 - ADMIN	01/24/2022	4.65	.00	01-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11775-1		4 EA CANDY BAGS, FOR CITY HALL, JAN'22 - WATER	01/24/2022	3.18	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	OE-11775-1		4 EA CANDY BAGS, FOR CITY HALL, JAN'22 - SEWER	01/24/2022	3.18	.00	21-6165 OFFICE SUPPLIES	0	1/22		

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2118	ALPINE OFFICE PRODUCTS	OE-11775-1		4 EA CANDY BAGS, FOR CITY HALL, JAN'22 - PI	01/24/2022	1.23	.00	25-6165 OFFICE SUPPLIES	0	1/22		
Total OE-11775-1:						24.23	.00					
2118	ALPINE OFFICE PRODUCTS	WO-8722-1	12958	1 CASE COPY PAPER, FOR CITY HALL, JAN'22 - ADMIN	01/19/2022	27.09	.00	01-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-1	12958	1 CASE COPY PAPER, FOR CITY HALL, JAN'22 - WATER	01/19/2022	18.53	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-1	12958	1 CASE COPY PAPER, FOR CITY HALL, JAN'22 - SEWER	01/19/2022	18.53	.00	21-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-1	12958	1 CASE COPY PAPER, FOR CITY HALL, JAN'22 - PI	01/19/2022	7.13	.00	25-6165 OFFICE SUPPLIES	0	1/22		
Total WO-8722-1:						71.28	.00					
2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 EA CORDED KEYBOARD, FOR R. HERRERA, JAN'22 - ADMIN	01/20/2022	3.75	.00	01-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 EA CORDED KEYBOARD, FOR R. HERRERA, JAN'22 - WATER	01/20/2022	4.95	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 EA CORDED KEYBOARD, FOR R. HERRERA, JAN'22 - SEWER	01/20/2022	4.95	.00	21-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 EA CORDED KEYBOARD, FOR R. HERRERA, JAN'22 - PI	01/20/2022	1.34	.00	25-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 PACK FACIAL TISSUE, FOR CITY HALL, JAN'22 - ADMIN	01/20/2022	5.05	.00	01-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 PACK FACIAL TISSUE, FOR CITY HALL, JAN'22 - WATER	01/20/2022	3.45	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 PACK FACIAL TISSUE, FOR CITY HALL, JAN'22 - SEWER	01/20/2022	3.45	.00	21-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 PACK FACIAL TISSUE, FOR CITY HALL, JAN'22 - PI	01/20/2022	1.32	.00	25-6165 OFFICE SUPPLIES	0	1/22		

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2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 BOX TRASH BAGS, FOR TREATMENT PLANT, JAN'22 - WATER	01/20/2022	11.55	.00	20-6165 0FFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 BOX TRASH BAGS, FOR TREATMENT PLANT, JAN'22 - SEWER	01/20/2022	11.55	.00	21-6165 OFFICE SUPPLIES	0	1/22		
2118	ALPINE OFFICE PRODUCTS	WO-8722-2	12958	1 BOX TRASH BAGS, FOR TREATMENT PLANT, JAN'22 - PI	01/20/2022	4.40	.00	25-6165 OFFICE SUPPLIES	0	1/22		
Total WO-8722-2:						55.76	.00					
Total ALPINE OFFICE PRODUCTS:						728.99	.00					
BOISE RIGGING SUPPLY												
246	BOISE RIGGING SUPPLY	B115358	12949	CLIMBING SAFETY HOOK & LANYARD, J. MORFIN, JAN.'22	01/18/2022	157.62	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	1/22		
Total B115358:						157.62	.00					
Total BOISE RIGGING SUPPLY:						157.62	.00					
BROKERAGE & TRANSPORTATION SALES INC												
2119	BROKERAGE & TRANSPORTATION SALES INC	N382624		LAGOON AERATION PROJECT, DEC'21 - SEWER	12/29/2021	591.00	.00	21-6020 CAPITAL IMPR0VEMENTS	1267	1/22		
Total N382624:						591.00	.00					
Total BROKERAGE & TRANSPORTATION SALES INC:						591.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 01/07 -02/06/2022-P&Z	01/21/2022	5.28	5.28	01-6255 TELEPH0NE	1003	1/22	01/21/2022	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 01/07 -02/06/2022-ADMIN	01/21/2022	14.76	14.76	01-6255 TELEPH0NE	0	1/22	01/21/2022	

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62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 01/07 -02/06/2022-WATER	01/21/2022	13.70	13.70	20-6255 TELEPH0NE EXPENSE	0	1/22	01/21/2022	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 01/07 -02/06/2022-SEWER	01/21/2022	13.70	13.70	21-6255 TELEPH0NE EXPENSE	0	1/22	01/21/2022	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 01/07 -02/06/2022-PI	01/21/2022	5.27	5.27	25-6255 TELEPH0NE EXPENSE	0	1/22	01/21/2022	
Total 2089229179548B01072022:						52.71	52.71					
Total CENTURYLINK:						52.71	52.71					
COLLIERS INT'L VALUATION & ADVISORY SRVS												
2117	COLLIERS INT'L VALUATION & ADVISORY SRVS	SLC220017		APPRAISAL FOR NEW CITY HALL SHOP PURCHASE, JAN. '22	01/25/2022	1,600.00	.00	01-6052 CONTRACT SERVICES	1004	1/22		
Total SLC220017:						1,600.00	.00					
Total COLLIERS INT'L VALUATION & ADVISORY SRVS:						1,600.00	.00					
CONRAD & BISCHOFF INC												
2020	CONRAD & BISCHOFF INC	IN-599774-22	12941	DRUMS OF OIL FOR FLEET SHOP, J. DURHAM, JAN. '22-ADMIN	01/19/2022	254.72	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	1/22		
2020	CONRAD & BISCHOFF INC	IN-599774-22	12941	DRUMS OF OIL FOR FLEET SHOP, J. DURHAM, JAN. '22-WATER	01/19/2022	174.28	.00	20-6150 M & R - SYSTEM	0	1/22		
2020	CONRAD & BISCHOFF INC	IN-599774-22	12941	DRUMS OF OIL FOR FLEET SHOP, J. DURHAM, JAN. '22-SEWER	01/19/2022	174.28	.00	21-6150 M & R - SYSTEM	0	1/22		
2020	CONRAD & BISCHOFF INC	IN-599774-22	12941	DRUMS OF OIL FOR FLEET SHOP, J. DURHAM, JAN. '22-PI	01/19/2022	67.03	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	1/22		

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Total IN-599774-22:						670.31	.00					
Total CONRAD & BISCHOFF INC:						670.31	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	Q033540	12951	30 ANTENNAS, AND LIDS, JAN.'22	01/19/2022	895.50	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	1/22		
Total Q033540:						895.50	.00					
63	CORE & MAIN LP	Q182932	12951	200 NEOPRENE GASKETS, JAN. '22	01/19/2022	22.00	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	1/22		
Total Q182932:						22.00	.00					
63	CORE & MAIN LP	Q206092	12951	100 EA METERS & 200 GASKETS, JAN. '22	01/19/2022	33,522.00	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	1/22		
Total Q206092:						33,522.00	.00					
Total CORE & MAIN LP:						34,439.50	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8838	12972	WELL #10 OUTLET AND UPS REPLACEMENT FOR SCADA, D. CROSSLEY, JAN'22	01/21/2022	336.50	.00	20-6150 M & R - SYSTEM	0	1/22		
Total 8838:						336.50	.00					
147	CUSTOM ELECTRIC, INC.	8839	12970	TROUBLESHOOT HYDRORANGER AT HUBBARD LIFT STATION, T. FLEMING, JAN'22	01/21/2022	170.00	.00	21-6150 M & R - SYSTEM	0	1/22		
Total 8839:						170.00	.00					

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Total CUSTOM ELECTRIC, INC.:						506.50	.00					
D & B SUPPLY												
75	D & B SUPPLY	20952	12979	BOOTS FOR J. MORFIN, JAN. '22	01/24/2022	209.99	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	1/22		
75	D & B SUPPLY	20952	12979	BOOTS FOR R HENZE, JAN. '22	01/24/2022	229.97	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	1/22		
75	D & B SUPPLY	20952	12979	HOODIE & JACKET FOR R.HENZE, JAN. '22	01/24/2022	203.99	.00	01-6285 UNIF0RMS	1004	1/22		
Total 20952:						643.95	.00					
75	D & B SUPPLY	26023	12940	LASER MEASURER, J.MORFIN, JAN.'22	01/13/2022	49.99	.00	01-6175 SMALL TOOLS	1004	1/22		
Total 26023:						49.99	.00					
75	D & B SUPPLY	41301	12989	CONCRETE SEALANT AND CAULKING GUN, J. COX, JAN' 22	01/25/2022	39.53	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/22		
Total 41301:						39.53	.00					
75	D & B SUPPLY	4314	12980	TEMPORARY HEATER FOR ORCHARD LIFT STATION, R. DAVILA, JAN'22	01/24/2022	29.99	.00	21-6150 M & R - SYSTEM	0	1/22		
Total 4314:						29.99	.00					
Total D & B SUPPLY:						763.46	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-2222610		450# DRUM POLYMER, T. SHAFFER, JAN. '22	01/12/2022	3,150.00	.00	21-6151 M & R - PROCESS CHEMICALS	0	1/22		

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Total IN-2222610:						3,150.00	.00					
512	DUBOIS CHEMICALS INC	IN-2223164	12925	CHLORINE FOR WELLS, D. CROSSLEY, JAN'22	01/13/2022	751.06	.00	20-6151 M & R - PROCESS CHEMICALS	0	1/22		
Total IN-2223164:						751.06	.00					
Total DUBOIS CHEMICALS INC:						3,901.06	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	250541	12927	BITS, J.MORFIN, JAN'22 - PARKS	01/11/2022	4.71	.00	01-6175 SMALL TOOLS	1004	1/22		
Total 250541:						4.71	.00					
2115	DYNA PARTS LLC	250543	12928	OIL CHANGE PARTS, FOR THE JACOBSEN, JAN'22 - PARKS	01/11/2022	55.89	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/22		
Total 250543:						55.89	.00					
2115	DYNA PARTS LLC	250579	12930	BALL JOINT REPAIR, FOR THE CHEVY #7, FOR FLEET, J. DURHAM, JAN'22 - ADMIN	01/12/2022	33.15	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/22		
2115	DYNA PARTS LLC	250579	12930	BALL JOINT REPAIR, FOR THE CHEVY #7, FOR FLEET, J. DURHAM, JAN'22 - WATER	01/12/2022	13.26	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/22		
2115	DYNA PARTS LLC	250579	12930	BALL JOINT REPAIR, FOR THE CHEVY #7, FOR FLEET, J. DURHAM, JAN'22 - SEWER	01/12/2022	13.26	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/22		
2115	DYNA PARTS LLC	250579	12930	BALL JOINT REPAIR, FOR THE CHEVY #7, FOR FLEET, J. DURHAM, JAN'22 - PI	01/12/2022	6.63	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	1/22		
Total 250579:						66.30	.00					

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2115	DYNA PARTS LLC	250601		BALL JOINT PRESS RENTAL, JAN'22 - PARKS	01/12/2022	156.99	.00	01-6175 SMALL TOOLS	1004	1/22		
Total 250601:						156.99	.00					
2115	DYNA PARTS LLC	250639		REFUND/CREDIT, BALL JOINT PRESS RENTAL RETURNED, INV #250601, JAN'22 - PARKS	01/12/2022	-156.99	.00	01-6175 SMALL TOOLS	1004	1/22		
Total 250639:						-156.99	.00					
2115	DYNA PARTS LLC	250768	12944	PUMP & DEF FOR F550 VAC TRUCK, R. DAVILA, JAN'22 - SEWER	01/14/2022	87.07	.00	21-6300 FUEL	0	1/22		
Total 250768:						87.07	.00					
2115	DYNA PARTS LLC	250998	12961	GEAR OWL, FOR NEW TORO MOWER, J. DURHAM, JAN'22 - PARKS	01/20/2022	11.84	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/22		
Total 250998:						11.84	.00					
2115	DYNA PARTS LLC	251191	12978	FILTERS FOR STOCK, FOR F-150, J. DURHAM, JAN '22 - PARKS	01/24/2022	14.24	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	1/22		
Total 251191:						14.24	.00					
2115	DYNA PARTS LLC	251236	12983	4 EA HOSE CLAMPS, FOR BEAM AT WATER TOWER, J. MORFIN, JAN'22 - PARKS	01/25/2022	6.32	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	1/22		
Total 251236:						6.32	.00					
Total DYNA PARTS LLC:						246.37	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	6674832		42.20 PROPANE DELIVERED TO 201 AVE A, JAN' 22	01/17/2022	102.97	.00	01-6290 UTILITIES	1004	1/22		
Total 6674832:						102.97	.00					
Total ED STAUB & SONS PETROLEUM, INC:						102.97	.00					
ELAM & BURKE												
796	ELAM & BURKE	193988		LEGAL SERVICES, URBAN RENEWAL-GENERAL REPRESENTATION, 12/29-12/31/2021	12/31/2021	67.50	.00	52-6202 PROFESSIONAL SERVICES	0	1/22		
Total 193988:						67.50	.00					
796	ELAM & BURKE	194085		LEGAL SERVICES, URBAN RENEWAL-GENERAL REPRESENTATION, 12/29-12/31/2021	12/31/2021	1,205.00	.00	01-6202 PR0FESSI0NAL SERVICES	4000	1/22		
Total 194085:						1,205.00	.00					
Total ELAM & BURKE:						1,272.50	.00					
EVER-FRESH CARPET CLEANING												
1730	EVER-FRESH CARPET CLEANING	2201		CINDER BLOCK STEAM CLEANING, C. OSWALD, JAN' 22	01/11/2022	250.00	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/22		
Total 2201:						250.00	.00					
Total EVER-FRESH CARPET CLEANING:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0806841		6" REPAIR KIT FOR DANSKIN WELL, D. CROSSLEY, JAN. '22	01/14/2022	601.98	.00	20-6150 M & R - SYSTEM	0	1/22		
Total 0806841:						601.98	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
	Total FERGUSON ENTERPRISES INC:					601.98	.00					
HACH COMPANY												
157	HACH COMPANY	12840003	12770	SAMPLE REFRIGERATOR HEADWORKS, T. SHAFFER, DEC. '21	01/18/2022	2,953.96	.00	21-6150 M & R - SYSTEM	0	1/22		
	Total 12840003:					2,953.96	.00					
	Total HACH COMPANY:					2,953.96	.00					
IDAHO DEPARTMENT OF LABOR												
179	IDAHO DEPARTMENT OF LABOR	01212022IDOL		Q4/2021 UNEMPLOYMENT INSURANCE	01/19/2022	2,315.00	.00	01-6280 UNEMPL0YMENT EXPENSES	0	1/22		
	Total 01212022IDOL:					2,315.00	.00					
	Total IDAHO DEPARTMENT OF LABOR:					2,315.00	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	17803	12896	AD #190975, LEGAL PUBLIC NOTICE, LEDGESTONE PLAZA, 20-03-ZC & 20-06-S, D.HANSON, JAN.'22	01/12/2022	52.36	.00	01-6125 LEGAL PUBLICATI0NS	1003	1/22		
	Total 17803:					52.36	.00					
1802	IDAHO PRESS TRIBUNE, LLC	17922		AD#17922, LEGAL PUBLIC NOTICE, ORDINANCE 2021-33, N. STANLEY, DEC. '21	12/22/2021	326.59	.00	25-6125 LEGAL PUBLICATI0NS	0	1/22		
	Total 17922:					326.59	.00					
1802	IDAHO PRESS TRIBUNE, LLC	17923	12808	AD# 182424, LEGAL PUBLIC NOTICE, ORDINANCE 2021-32A, N. STANLEY, DEC'21	12/22/2021	675.84	.00	01-6125 LEGAL PUBLICATI0NS	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 17923:						675.84	.00					
1802	IDAHO PRESS TRIBUNE, LLC	17924	12816	AD#184172, LEGAL PUBLIC NOTICE, CASE NO. 21-12-AN, BOISE BASIN-MARKOVETZ, J. REID, DEC. '21	12/22/2021	41.26	.00	01-6125 LEGAL PUBLICATI0NS	1003	1/22		
Total 17924:						41.26	.00					
1802	IDAHO PRESS TRIBUNE, LLC	17925	12818	AD# 184180, LEGAL PUBLIC NOTICE, CASE NO. 21-02-ZC, 21-02-SUP, FIRST CHOICE COLLISION REPAIR, J. REID, DEC. '21	12/22/2021	47.92	.00	01-6125 LEGAL PUBLICATI0NS	1003	1/22		
Total 17925:						47.92	.00					
1802	IDAHO PRESS TRIBUNE, LLC	17926	12819	AD# 184185, LEGAL PUBLIC NOTICE, CASE NO. 21-04-CPF, ASHVILLE ACRES, J. REID, DEC. '21	12/22/2021	42.74	.00	01-6125 LEGAL PUBLICATI0NS	1003	1/22		
Total 17926:						42.74	.00					
Total IDAHO PRESS TRIBUNE, LLC:						1,186.71	.00					
INTEGRITY PUMP SOLUTIONS INC												
2032	INTEGRITY PUMP SOLUTIONS INC	Y22M1-607	12933	NEW PUMP FOR DISCOVERY LIFT STATION, T.FLEMING, JAN.'22	01/11/2022	6,325.00	.00	21-6166 PP&E PURCHASES - OPERATIONS	1057	1/22		
Total Y22M1-607:						6,325.00	.00					
Total INTEGRITY PUMP SOLUTIONS INC:						6,325.00	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	01132022-0120		SANITATION RECEIPT TRANSFER 01/13-01/20/2022	01/21/2022	116,810.83	116,810.83	26-7000 SOLID WASTE SERVICE FEES	0	1/22	01/21/2022	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
230	J & M SANITATION, INC.	01132022-0120		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 01/13-01/20/2022	01/21/2022	-11,540.91	-11,540.91	01-4170 FRANCHISE FEES	0	1/22	01/21/2022	
Total 01132022-0120222:						105,269.92	105,269.92					
230	J & M SANITATION, INC.	01192022JMS		SLUDGE REMOVAL DECEMBER 2021	01/19/2022	7,989.09	.00	21-6153 M & R - SLUDGE DISPOSAL	0	1/22		
230	J & M SANITATION, INC.	01192022JMS		MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT, AND PICKUPS FOR DECEMBER. '21-ADMIN	01/19/2022	208.65	.00	01-6212 RENT-EQUIPMENT	0	1/22		
230	J & M SANITATION, INC.	01192022JMS		MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT, AND PICKUPS FOR DECEMBER. '21-WATER	01/19/2022	142.75	.00	20-6212 RENT - EQUIPMENT	0	1/22		
230	J & M SANITATION, INC.	01192022JMS		MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT, AND PICKUPS FOR DECEMBER. '21-SEWER	01/19/2022	142.75	.00	21-6212 RENT-EQUIPMENT	0	1/22		
230	J & M SANITATION, INC.	01192022JMS		MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT, AND PICKUPS FOR DECEMBER. '21-PI	01/19/2022	54.88	.00	25-6212 RENT - EQUIPMENT	0	1/22		
Total 01192022JMS:						8,538.12	.00					
Total J & M SANITATION, INC.:						113,808.04	105,269.92					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	3877346		ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR DECEMBER 2021-ADMIN	01/01/2022	47.51	.00	01-6052 CONTRACT SERVICES	0	1/22		
1328	JACK HENRY & ASSOCIATES, INC.	3877346		ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR DECEMBER 2021-WATER	01/01/2022	32.51	.00	20-6052 CONTRACT SERVICES	0	1/22		
1328	JACK HENRY & ASSOCIATES, INC.	3877346		ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR DECEMBER 2021-SEWER	01/01/2022	32.51	.00	21-6052 C0NTRACT SERVICES	0	1/22		

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1328	JACK HENRY & ASSOCIATES, INC.	3877346		ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR DECEMBER 2021-PI	01/01/2022	12.50	.00	25-6052 C0NTRACT SERVICES	0	1/22		
Total 3877346:						125.03	.00					
Total JACK HENRY & ASSOCIATES, INC.:						125.03	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0146478		PROFESSIONAL SERVICES FOR DANSKIN & PATAGONIA LIFT STATIONS, 08/01-09/04/2021	09/24/2021	1,252.50	.00	21-6202 PR0FESSI0NAL SERVICES	0	1/22		
Total 0146478:						1,252.50	.00					
1236	J-U-B ENGINEERS, INC.	0149382		PROFESSIONAL SERVICES FROM NTP TO DECEMBER 31, 2021, ARPA GRANT ADMIN.	01/13/2022	2,975.00	.00	03-6369 CARES ACT/ARPA EXPENDITURE	0	1/22		
Total 0149382:						2,975.00	.00					
1236	J-U-B ENGINEERS, INC.	0149564		PROFESSIONAL SERVICES FOR ZAMZOWS PROPERTY AND UPRR PROPERTY SURVEY, 11/28-12/31/2021-ZAMZOW ENGINEERING	01/18/2022	120.00	.00	40-6020 CAPITAL IMPROVEMENTS	1173	1/22		
1236	J-U-B ENGINEERS, INC.	0149564		PROFESSIONAL SERVICES FOR ZAMZOWS PROPERTY AND UPRR PROPERTY SURVEY, 11/28-12/31/2021-UNION PACIFIC ENGINEERING	01/18/2022	120.00	.00	40-6020 CAPITAL IMPROVEMENTS	1173	1/22		
1236	J-U-B ENGINEERS, INC.	0149564		PROFESSIONAL SERVICES FOR ZAMZOWS PROPERTY AND UPRR PROPERTY SURVEY, 11/28-12/31/2021-LWCF BOUNDARY REQUIREMENTS	01/18/2022	2,621.05	.00	40-6020 CAPITAL IMPROVEMENTS	1173	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 0149564:						2,861.05	.00					
Total J-U-B ENGINEERS, INC.:						7,088.55	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0213812		PROFESSIONAL SERVICES 12/01-12/31/2021-KUNA MODEL UPDATE-WATER	01/09/2022	1,094.10	.00	20-6202 PROFESSIONAL SERVICES	0	1/22		
429	KELLER ASSOCIATES, INC.	0213812		PROFESSIONAL SERVICES 12/01-12/31/2021-KUNA MODEL UPDATE-SEWER	01/09/2022	1,094.10	.00	21-6202 PR0FESSI0NAL SERVICES	0	1/22		
429	KELLER ASSOCIATES, INC.	0213812		PROFESSIONAL SERVICES 12/01-12/31/2021-KUNA MODEL UPDATE-PI	01/09/2022	416.80	.00	25-6202 PROFESSIONAL SERVICES	0	1/22		
Total 0213812:						2,605.00	.00					
Total KELLER ASSOCIATES, INC.:						2,605.00	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	31410-DEP	12976	DEPOSIT FOR NEW TRUCK FOR WATER DEPT, B.WITHROW, JAN.'22 - WATER	01/06/2022	4,000.00	.00	20-6166 PP&E PURCHASES OPERATIONS	1270	1/22		
1616	KENDALL FORD OF MERIDIAN LLC	31410-DEP		DEPOSIT FOR NEW TRUCK FOR WATER DEPT, B.WITHROW, JAN.'22 - PI	01/06/2022	1,000.00	.00	25-6166 PP&E PURCHASES - OPERATIONS	1270	1/22		
Total 31410-DEP:						5,000.00	.00					
Total KENDALL FORD OF MERIDIAN LLC:						5,000.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A126898	12943	4 PAINT BRUSHES, J. OSBORNE, JAN. '22	01/14/2022	5.90	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/22		
Total A126898:						5.90	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
499	KUNA LUMBER	A126994	12964	TEXTURE TO REPAIR WALLS IN P&Z, J. ADAMS, JAN'22	01/20/2022	51.27	.00	01-6045 C0NTINGENCY	1254	1/22		
Total A126994:						51.27	.00					
499	KUNA LUMBER	B158729	12924	KEY FOR WELL TEN, J.COX. JAN. '22-WATER	01/11/2022	1.82	.00	20-6150 M & R - SYSTEM	0	1/22		
499	KUNA LUMBER	B158729	12924	KEY FOR WELL TEN, J.COX., JAN. '22-PI	01/11/2022	.45	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	1/22		
Total B158729:						2.27	.00					
499	KUNA LUMBER	B158784	12937	2 PAINT BRUSHES FOR CEDAR WELL, M. DAVILA, JAN '22	01/13/2022	22.12	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/22		
Total B158784:						22.12	.00					
499	KUNA LUMBER	B158953	12967	GREY SEALANT, PENETRANT, & STARTING FLUID FOR WELLS 6 & CEDAR, J. COX, JAN '22	01/20/2022	59.14	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/22		
Total B158953:						59.14	.00					
499	KUNA LUMBER	B159020	12975	PAINT FOR THE PARK BATHROOMS, D.ABBOTT, JAN.'22	01/24/2022	323.98	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/22		
Total B159020:						323.98	.00					
Total KUNA LUMBER:						464.68	.00					
LAURA LEE LORENTZ												
2073	LAURA LEE LORENTZ	139191	12902	DESK TOP NAME PLATE FOR A. PETERSON, J. LORENTZ, JAN. '22	01/10/2022	22.00	.00	01-6165 OFFICE SUPPLIES	1004	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 139191:						22.00	.00					
Total LAURA LEE LORENTZ:						22.00	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800530506	12921	PARKS MOW TRAILER TIRE REPLACEMENT, J.DURHAM, JAN.'22	01/10/2022	405.54	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/22		
Total 12800530506:						405.54	.00					
221	LES SCHWAB TIRES	12800532182	12963	REMOVAL OF JUNK TIRES FROM SHOP AREA, J. DURHAM, JAN'22	01/20/2022	95.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	1/22		
Total 12800532182:						95.00	.00					
Total LES SCHWAB TIRES:						500.54	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR1027243		CONTRACT LEASE CHARGE, MODEL# MPC307SPF & SERIAL #C509P900318	01/20/2022	47.49	.00	01-6212 RENT-EQUIPMENT	0	1/22		
1619	LOCAHAN LLC	AR1027243		CONTRACT OVERAGE CHARGE FOR (12/01/2021-01/31/2022) CONTRACT LEASE CHARGE, MODEL# MPC307SPF & SERIAL #C509P900318-WATER	01/20/2022	18.48	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	1/22		
1619	LOCAHAN LLC	AR1027243		CONTRACT OVERAGE CHARGE FOR (12/01/2021-01/31/2022) CONTRACT LEASE CHARGE, MODEL# MPC307SPF & SERIAL #C509P900318-SEWER	01/20/2022	18.48	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/22		
1619	LOCAHAN LLC	AR1027243		CONTRACT OVERAGE CHARGE FOR (12/01/2021-01/31/2022) CONTRACT LEASE CHARGE, MODEL# MPC307SPF & SERIAL #C509P900318-PI	01/20/2022	7.11	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/22		

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1619	LOCAHAN LLC	AR1027243		CONTRACT OVERAGE CHARGE FOR (12/01/2021-01/31/2022) CONTRACT LEASE CHARGE, MODEL# MPC307SPF & SERIAL #C509P900318-P&Z	01/20/2022	7.09	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/22		
1619	LOCAHAN LLC	AR1027243		CONTRACT OVERAGE CHARGE FOR (12/01/2021-01/31/2022) CONTRACT LEASE CHARGE, MODEL# MPC307SPF & SERIAL #C509P900318-ADMIN	01/20/2022	19.90	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/22		
Total AR1027243:						118.55	.00					
1619	LOCAHAN LLC	AR1027244		CONTRACT OVERAGE CHARGE FOR (12/01-12/31/2021) CONTRACT LEASE CHARGE, MODEL# MX2651, SERIAL# 03012172-WATER	01/20/2022	23.13	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	1/22		
1619	LOCAHAN LLC	AR1027244		CONTRACT OVERAGE CHARGE FOR (12/01-12/31/2021) CONTRACT LEASE CHARGE, MODEL# MX2651, SERIAL# 03012172-SEWER	01/20/2022	23.13	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/22		
1619	LOCAHAN LLC	AR1027244		CONTRACT OVERAGE CHARGE FOR (12/01-12/31/2021) CONTRACT LEASE CHARGE, MODEL# MX2651, SERIAL# 03012172-PI	01/20/2022	8.80	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/22		
1619	LOCAHAN LLC	AR1027244		CONTRACT LEASE CHARGE, MODEL# MX2651, SERIAL# 03012172	01/20/2022	95.55	.00	20-6212 RENT - EQUIPMENT	0	1/22		
Total AR1027244:						150.61	.00					
Total LOCAHAN LLC:						269.16	.00					
McGUIRE BEARING COMPANY												
729	McGUIRE BEARING COMPANY	3197137-00	12787	22 EACH BLOWER BELTS FOR PROCESS BLD, M. NADEAU, JAN. '22	01/18/2022	1,294.04	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/22		

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Total 3197137-00:						1,294.04	.00					
Total McGUIRE BEARING COMPANY:						1,294.04	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	01212022BV		REIMBURSEMENT FOR PARKING AT TRAINING IN BOISE, B.VILLANUEVA, JAN.'21	01/21/2022	39.00	.00	01-6265 TRAINING & SCH00LING	1004	1/22		
Total 01212022BV:						39.00	.00					
1849	MISCELLANEOUS #2	01212022DA		REIMBURSEMENT FOR PARKING AT TRAINING IN BOISE, D.ABBOTT, JAN.'22	01/21/2022	27.00	.00	01-6265 TRAINING & SCH00LING	1004	1/22		
Total 01212022DA:						27.00	.00					
1849	MISCELLANEOUS #2	01212022DC		REIMBURSEMENT FOR PADLOCK AT ECON VILLAGE, S. JONES, JAN. '22	01/21/2022	16.95	16.95	01-6135 PUBLIC ENTERTAINMENT	1004	1/22	01/21/2022	
Total 01212022DC:						16.95	16.95					
Total MISCELLANEOUS #2:						82.95	16.95					
NICK'S CUSTOM CURBS & DECORATIVE CONCRET												
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1106	12981	WATER LEAK SIDEWALK REPAIR AT 962 GOIRI ST, JAN'22 - WATER	01/21/2022	650.00	.00	20-6150 M & R - SYSTEM	0	1/22		
Total 1106:						650.00	.00					
Total NICK'S CUSTOM CURBS & DECORATIVE CONCRET:						650.00	.00					
NORTHWEST TRAFFIC SERVICES, LLC												
1808	NORTHWEST TRAFFIC SERVICES, LLC	8562		TRAFFIC CONTROL FOR SEWER MAIN BREAK, KING/ S TEN MILE/ ASH, JUNE'21 - SEWER	06/24/2021	827.00	827.00	21-6150 M & R - SYSTEM	0	1/22	01/21/2022	

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Total 8562:						827.00	827.00					
1808	NORTHWEST TRAFFIC SERVICES, LLC	9803	12938	TRAFFIC CONTROL FOR SEWER FORCE MAIN BREAK, SWAN FALLS RD, T.FLEMING, JAN'22 - SEWER	01/13/2022	621.50	.00	21-6150 M & R - SYSTEM	0	1/22		
Total 9803:						621.50	.00					
Total NORTHWEST TRAFFIC SERVICES, LLC:						1,448.50	827.00					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	26895		HVAC LABOR AND MATERIALS FOR HOTDOG HEATER IN HEADWORKS BUILDING, JAN'22 - SEWER	01/12/2022	176.00	.00	21-6140 MAINT & REPAIR BUILDING	0	1/22		
Total 26895:						176.00	.00					
Total PAIGE MECHANICAL GROUP, INC.:						176.00	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1174013		ALARM MONITORING FOR WELLS (SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 02/01/22 - 02/28/22 - WATER	02/01/2022	221.41	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/22		
1021	PEAK ALARM COMPANY, INC	1174013		ALARM MONITORING FOR WELLS (SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 02/01/22 - 02/28/22 - PI	02/01/2022	55.35	.00	25-6140 MAINT & REPAIR BUILDING	0	1/22		
Total 1174013:						276.76	.00					
Total PEAK ALARM COMPANY, INC:						276.76	.00					

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PETROLEUM STORAGE TANK FUND												
143	PETROLEUM STORAGE TANK FUND	28246		PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, (BUTLER WELL) (CEDAR WELL) 03/01/22 - 03/01/23	01/18/2022	50.00	.00	20-6150 M & R - SYSTEM	0	1/22		
143	PETROLEUM STORAGE TANK FUND	28246		PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, CITY OF KUNA NORTH WASTE WATER TREATMENT PLANT, 03/01/22 - 03/01/23 - WATER	01/18/2022	31.50	.00	20-6150 M & R - SYSTEM	0	1/22		
143	PETROLEUM STORAGE TANK FUND	28246		PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, CITY OF KUNA NORTH WASTE WATER TREATMENT PLANT, 03/01/22 - 03/01/23 - SEWER	01/18/2022	31.50	.00	21-6150 M & R - SYSTEM	0	1/22		
143	PETROLEUM STORAGE TANK FUND	28246		PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, CITY OF KUNA NORTH WASTE WATER TREATMENT PLANT, 03/01/22 - 03/01/23 - PI	01/18/2022	12.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	1/22		
143	PETROLEUM STORAGE TANK FUND	28246		PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, (CITY SEWER LIFT STATION) (DANSKIN LIFT STATION) (CRIMSON LIFT STATION) (PATAGONIA LIFT STATION) (ORCHARD) 03/01/22 - 03/01/23 - SEWER	01/18/2022	125.00	.00	21-6150 M & R - SYSTEM	0	1/22		
Total 28246:						250.00	.00					
Total PETROLEUM STORAGE TANK FUND:						250.00	.00					
QUADIENT FINANCE USA INC												
1770	QUADIENT FINANCE USA INC	123121QPF		POSTAGE METER REFILL, DEC'21 - ADMIN	12/31/2021	140.00	.00	01-6190 P0STAGE & BILLING	0	1/22		
1770	QUADIENT FINANCE USA INC	123121QPF		POSTAGE METER REFILL, DEC'21 - P&Z	12/31/2021	50.00	.00	01-6190 P0STAGE & BILLING	1003	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1770	QUADIENT FINANCE USA INC	123121QPF		POSTAGE METER REFILL, DEC'21 - WATER	12/31/2021	130.00	.00	20-6190 P0STAGE & BILLING	0	1/22		
1770	QUADIENT FINANCE USA INC	123121QPF		POSTAGE METER REFILL, DEC'21 - SEWER	12/31/2021	130.00	.00	21-6190 P0STAGE & BILLING	0	1/22		
1770	QUADIENT FINANCE USA INC	123121QPF		POSTAGE METER REFILL, DEC'21 - PI	12/31/2021	50.00	.00	25-6190 P0STAGE & BILLING	0	1/22		
Total 123121QPF:						500.00	.00					
Total QUADIENT FINANCE USA INC:						500.00	.00					
RECREATION TODAY OF IDAHO LLC												
1837	RECREATION TODAY OF IDAHO LLC	REC-220006	12288	POST CAP TO REPAIR BROKEN CAP AT NICHOLSON PARK, JAN'22 - PARKS	01/14/2022	22.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	1/22		
Total REC-220006:						22.00	.00					
Total RECREATION TODAY OF IDAHO LLC:						22.00	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	0Z44681	12906	LIGHTS FOR THE WASTEWATER TREATMENT PLANT, S. HOWELL, JAN '22 - WATER	01/10/2022	68.93	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/22		
1613	REXEL USA, INC.	0Z44681	12906	LIGHTS FOR THE WASTEWATER TREATMENT PLANT, S. HOWELL, JAN '22 - SEWER	01/10/2022	68.93	.00	21-6140 MAINT & REPAIR BUILDING	0	1/22		
1613	REXEL USA, INC.	0Z44681	12906	LIGHTS FOR THE WASTEWATER TREATMENT PLANT, S. HOWELL, JAN '22 - PI	01/10/2022	26.26	.00	25-6140 MAINT & REPAIR BUILDING	0	1/22		
Total 0Z44681:						164.12	.00					
Total REXEL USA, INC.:						164.12	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
SAGE SUPPLY INC												
1854	SAGE SUPPLY INC	22-33449		ICE MELT FOR ALL DEPARTMENTS, JAN'22 - PARKS	01/14/2022	350.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	1/22		
1854	SAGE SUPPLY INC	22-33449		ICE MELT FOR ALL DEPARTMENTS, JAN'22 - ADMIN	01/14/2022	125.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	1/22		
1854	SAGE SUPPLY INC	22-33449		ICE MELT FOR ALL DEPARTMENTS, JAN'22 - WATER	01/14/2022	325.00	.00	20-6150 M & R - SYSTEM	0	1/22		
1854	SAGE SUPPLY INC	22-33449		ICE MELT FOR ALL DEPARTMENTS, JAN'22 - SEWER	01/14/2022	325.00	.00	21-6150 M & R - SYSTEM	0	1/22		
1854	SAGE SUPPLY INC	22-33449		ICE MELT FOR ALL DEPARTMENTS, JAN'22 - PI	01/14/2022	125.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	1/22		
Total 22-33449:						1,250.00	.00					
Total SAGE SUPPLY INC:						1,250.00	.00					
SIMPLOT PARTNERS												
491	SIMPLOT PARTNERS	216057242		ICE MELT SALT FOR ALL DEPARTMENTS, JAN'22 - PARKS	01/07/2022	439.04	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	1/22		
491	SIMPLOT PARTNERS	216057242		ICE MELT SALT FOR ALL DEPARTMENTS, JAN'22 - ADMIN	01/07/2022	156.80	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	1/22		
491	SIMPLOT PARTNERS	216057242		ICE MELT SALT FOR ALL DEPARTMENTS, JAN'22 - WATER	01/07/2022	407.68	.00	20-6150 M & R - SYSTEM	0	1/22		
491	SIMPLOT PARTNERS	216057242		ICE MELT SALT FOR ALL DEPARTMENTS, JAN'22 - SEWER	01/07/2022	407.68	.00	21-6150 M & R - SYSTEM	0	1/22		
491	SIMPLOT PARTNERS	216057242		ICE MELT SALT FOR ALL DEPARTMENTS, JAN'22 - PI	01/07/2022	156.80	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
	Total 216057242:					1,568.00	.00					
	Total SIMPLOT PARTNERS:					1,568.00	.00					
SPF WATER ENGINEERING, L.L.C.												
1498	SPF WATER ENGINEERING, L.L.C.	30925		SERVICE TO GET WELL #5 BACK UP AND RUNNING, DEC'21 - WATER	12/31/2021	468.00	.00	20-6150 M & R - SYSTEM	0	1/22		
	Total 30925:					468.00	.00					
	Total SPF WATER ENGINEERING, L.L.C.:					468.00	.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	1561503-5	12973	FLOOR SANDER RENTAL & SAND PAPER, FOR PARKS RESTROOM FLOORS, B.REED, JAN'22 - PARKS	01/24/2022	65.20	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/22		
	Total 1561503-5:					65.20	.00					
	Total TATES RENTS, INC.:					65.20	.00					
THE SHERWIN-WILLIAMS COMPANY												
554	THE SHERWIN-WILLIAMS COMPANY	6972-2	12934	PAINT AND SUPPLIES FOR CEDAR WELL, M.DAVILA, JAN'22 - WATER	01/12/2022	445.79	.00	20-6150 M & R - SYSTEM	0	1/22		
	Total 6972-2:					445.79	.00					
	Total THE SHERWIN-WILLIAMS COMPANY:					445.79	.00					
TIMOTHY Q EBY DBA TROPHY HOUSE PROS												
2104	TIMOTHY Q EBY DBA TROPHY HOUSE PROS	M8239428	12682	RICHARD CARDOZA'S PLAQUE, N. STAUFFER, NOV'21 - ADMIN	11/22/2021	63.95	.00	01-6165 OFFICE SUPPLIES	0	1/22		
	Total M8239428:					63.95	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total TIMOTHY Q EBY DBA TROPHY HOUSE PROS:						63.95	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:07999411	12945	1 EA MONTHLY COOLER RENTAL, 6 EA 5-GALLON WATER BOTTLES, JAN'22 - PARKS	01/14/2022	45.20	.00	01-6165 OFFICE SUPPLIES	1004	1/22		
Total 2160:07999411:						45.20	.00					
992	TREASURE VALLEY COFFEE	2160:07999445	12945	1 WATER COOLER MONTHLY RENTAL, 3 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, JAN'22 - ADMIN	01/14/2022	11.44	.00	01-6165 OFFICE SUPPLIES	0	1/22		
992	TREASURE VALLEY COFFEE	2160:07999445	12945	1 WATER COOLER MONTHLY RENTAL, 3 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, JAN'22 - WATER	01/14/2022	7.83	.00	20-6165 0FFICE SUPPLIES	0	1/22		
992	TREASURE VALLEY COFFEE	2160:07999445	12945	1 WATER COOLER MONTHLY RENTAL, 3 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, JAN'22 - SEWER	01/14/2022	7.83	.00	21-6165 OFFICE SUPPLIES	0	1/22		
992	TREASURE VALLEY COFFEE	2160:07999445	12945	1 WATER COOLER MONTHLY RENTAL, 3 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, JAN'22 - PI	01/14/2022	3.00	.00	25-6165 OFFICE SUPPLIES	0	1/22		
Total 2160:07999445:						30.10	.00					
992	TREASURE VALLEY COFFEE	2160:08016205		1 EA CASE COFFEE, 3 EA CANISTERS OF CREAM, 1 EA CANISTER OF SUGAR, FOR CITY HALL, JAN'22 - ADMIN	01/12/2022	27.63	.00	01-6165 OFFICE SUPPLIES	0	1/22		
992	TREASURE VALLEY COFFEE	2160:08016205		1 EA CASE COFFEE, 3 EA CANISTERS OF CREAM, 1 EA CANISTER OF SUGAR, FOR CITY HALL, JAN'22 - WATER	01/12/2022	18.90	.00	20-6165 0FFICE SUPPLIES	0	1/22		
992	TREASURE VALLEY COFFEE	2160:08016205		1 EA CASE COFFEE, 3 EA CANISTERS OF CREAM, 1 EA CANISTER OF SUGAR, FOR CITY HALL, JAN'22 - SEWER	01/12/2022	18.90	.00	21-6165 OFFICE SUPPLIES	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
992	TREASURE VALLEY COFFEE	2160:08016205		1 EA CASE COFFEE, 3 EA CANISTERS OF CREAM, 1 EA CANISTER OF SUGAR, FOR CITY HALL, JAN'22 - PI	01/12/2022	7.28	.00	25-6165 OFFICE SUPPLIES	0	1/22		
Total 2160:08016205:						72.71	.00					
992	TREASURE VALLEY COFFEE	2160:08016208		1 EA CASE COFFEE, JAN'22 - PARKS	01/12/2022	68.36	.00	01-6165 OFFICE SUPPLIES	1004	1/22		
992	TREASURE VALLEY COFFEE	2160:08016208		2 EA FRUIT PUNCH SPORT STICKS, 2 EA ORANGE SPORT STICKS, 2 EA GRAPE SPORT STICKS, JAN'22 - PARKS	01/12/2022	148.80	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	1/22		
Total 2160:08016208:						217.16	.00					
992	TREASURE VALLEY COFFEE	2160:08021413	12942	1 EA CASE COFFEE, 1 EA SLEEVE OF CUPS, 2 EA WATER COOLER MONTHLY RENT, 10 EA 5-GALLON WATER BOTTLES, FOR TREATMENT PLANT, JAN'22 - WATER	01/14/2022	53.68	.00	20-6165 0FFICE SUPPLIES	0	1/22		
992	TREASURE VALLEY COFFEE	2160:08021413	12942	1 EA CASE COFFEE, 1 EA SLEEVE OF CUPS, 2 EA WATER COOLER MONTHLY RENT, 10 EA 5-GALLON WATER BOTTLES, FOR TREATMENT PLANT, JAN'22 - SEWER	01/14/2022	53.68	.00	21-6165 OFFICE SUPPLIES	0	1/22		
992	TREASURE VALLEY COFFEE	2160:08021413	12942	1 EA CASE COFFEE, 1 EA SLEEVE OF CUPS, 2 EA WATER COOLER MONTHLY RENT, 10 EA 5-GALLON WATER BOTTLES, FOR TREATMENT PLANT, JAN'22 - PI	01/14/2022	20.45	.00	25-6165 OFFICE SUPPLIES	0	1/22		
Total 2160:08021413:						127.81	.00					
992	TREASURE VALLEY COFFEE	2160:08021485		3 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER MONTHLY RENTAL, JAN'22 - PARKS	01/14/2022	30.10	.00	01-6165 OFFICE SUPPLIES	1004	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 2160:08021485:						30.10	.00					
Total TREASURE VALLEY COFFEE:						523.08	.00					
TURF EQUIPMENT & IRRIGATION INC												
1969	TURF EQUIPMENT & IRRIGATION INC	762271-00	12936	FILTERS FOR TORO MOWER OIL CHANGE, J. DURHAM, JAN'22 - PARKS	01/13/2022	41.62	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/22		
Total 762271-00:						41.62	.00					
1969	TURF EQUIPMENT & IRRIGATION INC	762280-00	12952	HYDRAULIC OIL AND FILTERS, FOR TORO MOWER, J. DURHAM, JAN'22 - PARKS	01/18/2022	165.29	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/22		
Total 762280-00:						165.29	.00					
Total TURF EQUIPMENT & IRRIGATION INC:						206.91	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	463107243		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROPERTY DAMAGE SURCHARGE, FOR CITY HALL, JAN'22 - ADMIN	01/18/2022	17.88	.00	01-6212 RENT-EQUIPMENT	0	1/22		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	463107243		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROPERTY DAMAGE SURCHARGE, FOR CITY HALL, JAN'22 - P&Z	01/18/2022	6.38	.00	01-6212 RENT-EQUIPMENT	1003	1/22		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	463107243		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROPERTY DAMAGE								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				SURCHARGE, FOR CITY HALL, JAN'22 - WATER	01/18/2022	16.60	.00	20-6212 RENT - EQUIPMENT	0	1/22		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	463107243		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROPERTY DAMAGE SURCHARGE, FOR CITY HALL, JAN'22 - SEWER	01/18/2022	16.60	.00	21-6212 RENT-EQUIPMENT	0	1/22		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	463107243		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROPERTY DAMAGE SURCHARGE, FOR CITY HALL, JAN'22 - PI	01/18/2022	6.39	.00	25-6212 RENT - EQUIPMENT	0	1/22		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	463107243		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155-LEASE PORTION FOR CITY HALL, JAN'22 -	01/18/2022	349.00	.00	01-6212 RENT-EQUIPMENT	0	1/22		
Total 463107243:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	49776764	12939	1 DRUM SODIUM BISULFITE, T. SHAFFER, JAN'22 - SEWER	01/18/2022	159.60	.00	21-6151 M & R - PROCESS CHEMICALS	0	1/22		
Total 49776764:						159.60	.00					
1410	UNIVAR SOLUTIONS USA, INC.	49779668	12939	2 TOTES CITRIC ACID, T. SHAFFER, JAN'22 - SEWER	01/19/2022	11,748.24	.00	21-6151 M & R - PROCESS CHEMICALS	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 49779668:						11,748.24	.00					
1410	UNIVAR SOLUTIONS USA, INC.	49779669	12939	3 EA TOTES SODIUM HYPO LIQUICHLOR, T. SHAFFER, JAN'22 - SEWER	01/19/2022	3,374.91	.00	21-6151 M & R - PROCESS CHEMICALS	0	1/22		
1410	UNIVAR SOLUTIONS USA, INC.	49779669	12939	3 TOTE DEPOSITS, T. SHAFFER, JAN'22 - SEWER	01/19/2022	2,100.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	1/22		
Total 49779669:						5,474.91	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97691046		REFUND/CREDIT MEMO, INV #49478268, TOTE DEPOSIT RETURN, NOV'21 - SEWER	11/11/2021	-700.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	1/22		
Total 97691046:						-700.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97691047		REFUND/CREDIT MEMO, INV #49191693, TOTE DEPOSIT RETURN, NOV'21 - SEWER	11/11/2021	-700.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	1/22		
Total 97691047:						-700.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97701479		REFUND/CREDIT MEMO, INV #44779669, TOTE DEPOSIT RETURN, JAN'22 - SEWER	01/19/2022	-700.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	1/22		
Total 97701479:						-700.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						15,282.75	.00					
UTILITY REFUND #10												
2044	UTILITY REFUND #10	281123.00		HARDING HOMES, 1475 W CARAVAN ST, UTILITY REFUND	01/04/2022	5.39	.00	20-4500 METERED WATER SALES	0	1/22		
2044	UTILITY REFUND #10	281123.00		HARDING HOMES, 1475 W CARAVAN ST, UTILITY REFUND	01/04/2022	6.55	.00	21-4600 SEWER USER FEES	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 281123.00:						11.94	.00					
2044	UTILITY REFUND #10	281130.00		HARDING HOMES, 2423 N KLEMMER AVE, UTILITY REFUND	01/06/2022	59.76	.00	20-4500 METERED WATER SALES	0	1/22		
2044	UTILITY REFUND #10	281130.00		HARDING HOMES, 2423 N KLEMMER AVE, UTILITY REFUND	01/06/2022	75.29	.00	21-4600 SEWER USER FEES	0	1/22		
Total 281130.00:						135.05	.00					
Total UTILITY REFUND #10:						146.99	.00					
UTILITY REFUND #13												
2106	UTILITY REFUND #13	110950.01		ANGELA D SEWELL, 708 N MOONSCAPE AVE, UTILITY REFUND	01/14/2022	4.48	.00	20-4500 METERED WATER SALES	0	1/22		
2106	UTILITY REFUND #13	110950.01		ANGELA D SEWELL, 708 N MOONSCAPE AVE, UTILITY REFUND	01/14/2022	1.57	.00	21-4600 SEWER USER FEES	0	1/22		
2106	UTILITY REFUND #13	110950.01		ANGELA D SEWELL, 708 N MOONSCAPE AVE, UTILITY REFUND	01/14/2022	3.86	.00	26-4975 SOLID WASTE USER FEES	0	1/22		
Total 110950.01:						9.91	.00					
2106	UTILITY REFUND #13	180420.02		MANUEL A MARRERO, 1289 N EL CAMINO AVE, UTILITY REFUND	01/21/2022	82.29	.00	20-4500 METERED WATER SALES	0	1/22		
2106	UTILITY REFUND #13	180420.02		MANUEL A MARRERO, 1289 N EL CAMINO AVE, UTILITY REFUND	01/21/2022	93.13	.00	21-4600 SEWER USER FEES	0	1/22		
2106	UTILITY REFUND #13	180420.02		MANUEL A MARRERO, 1289 N EL CAMINO AVE, UTILITY REFUND	01/21/2022	58.84	.00	26-4975 SOLID WASTE USER FEES	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 180420.02:						234.26	.00					
2106	UTILITY REFUND #13	204020.04		SPENCER PAUL SHOWALTER, 296 E KELLEHER ST, UTILITY REFUND	01/21/2022	79.93	.00	20-4500 METERED WATER SALES	0	1/22		
2106	UTILITY REFUND #13	204020.04		SPENCER PAUL SHOWALTER, 296 E KELLEHER ST, UTILITY REFUND	01/21/2022	95.91	.00	21-4600 SEWER USER FEES	0	1/22		
2106	UTILITY REFUND #13	204020.04		SPENCER PAUL SHOWALTER, 296 E KELLEHER ST, UTILITY REFUND	01/21/2022	82.30	.00	26-4975 SOLID WASTE USER FEES	0	1/22		
Total 204020.04:						258.14	.00					
2106	UTILITY REFUND #13	20670.04		TONYA WHITE, 315 E AVALON ST, UTILITY REFUND	01/13/2022	100.00	.00	20-4500 METERED WATER SALES	0	1/22		
Total 20670.04:						100.00	.00					
2106	UTILITY REFUND #13	230730.02		JOSEPH RITCHEY, 508 W OMPHALE ST, UTILITY REFUND	01/21/2022	67.65	.00	20-4500 METERED WATER SALES	0	1/22		
2106	UTILITY REFUND #13	230730.02		JOSEPH RITCHEY, 508 W OMPHALE ST, UTILITY REFUND	01/21/2022	47.55	.00	21-4600 SEWER USER FEES	0	1/22		
2106	UTILITY REFUND #13	230730.02		JOSEPH RITCHEY, 508 W OMPHALE ST, UTILITY REFUND	01/21/2022	59.19	.00	26-4975 SOLID WASTE USER FEES	0	1/22		
Total 230730.02:						174.39	.00					
2106	UTILITY REFUND #13	261090.01A		WILLIAM KAUSLER, 2178 N MAROON AVE, UTILITY REFUND	01/21/2022	100.84	.00	20-4500 METERED WATER SALES	0	1/22		
Total 261090.01A:						100.84	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2106	UTILITY REFUND #13	277407.02A		RYAN P ROSSI, 208 W SNOWY OWL ST, UTILITY REFUND	01/21/2022	101.95	.00	20-4500 METERED WATER SALES	0	1/22		
Total 277407.02A:						101.95	.00					
2106	UTILITY REFUND #13	292120.01		MARIAH MARIE PERRY, 2602 W MALCOLM WAY, UTILITY REFUND	01/13/2022	3.70	.00	20-4500 METERED WATER SALES	0	1/22		
2106	UTILITY REFUND #13	292120.01		MARIAH MARIE PERRY, 2602 W MALCOLM WAY, UTILITY REFUND	01/13/2022	4.36	.00	21-4600 SEWER USER FEES	0	1/22		
2106	UTILITY REFUND #13	292120.01		MARIAH MARIE PERRY, 2602 W MALCOLM WAY, UTILITY REFUND	01/13/2022	3.07	.00	26-4975 SOLID WASTE USER FEES	0	1/22		
Total 292120.01:						11.13	.00					
2106	UTILITY REFUND #13	310339.02		SAMUEL TRAVIS SCRANTON, 9317 S RUSSELL AVE, UTILITY REFUND	01/13/2022	22.58	.00	20-4500 METERED WATER SALES	0	1/22		
2106	UTILITY REFUND #13	310339.02		SAMUEL TRAVIS SCRANTON, 9317 S RUSSELL AVE, UTILITY REFUND	01/13/2022	23.71	.00	21-4600 SEWER USER FEES	0	1/22		
2106	UTILITY REFUND #13	310339.02		SAMUEL TRAVIS SCRANTON, 9317 S RUSSELL AVE, UTILITY REFUND	01/13/2022	14.68	.00	26-4975 SOLID WASTE USER FEES	0	1/22		
Total 310339.02:						60.97	.00					
2106	UTILITY REFUND #13	31040.03		KATHRYN HUMPHRIES, 1262 W ARMAND ST, UTILITY REFUND	01/13/2022	5.04	.00	20-4500 METERED WATER SALES	0	1/22		
2106	UTILITY REFUND #13	31040.03		KATHRYN HUMPHRIES, 1262 W ARMAND ST, UTILITY REFUND	01/13/2022	10.01	.00	21-4600 SEWER USER FEES	0	1/22		
2106	UTILITY REFUND #13	31040.03		KATHRYN HUMPHRIES, 1262 W ARMAND ST, UTILITY REFUND	01/13/2022	22.87	.00	26-4975 SOLID WASTE USER FEES	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 31040.03:						37.92	.00					
2106	UTILITY REFUND #13	323018.01A		STEVEN LINDQUIST, 2033 E WHITETAIL ST, UTILITY REFUND	01/21/2022	94.18	.00	20-4500 METERED WATER SALES	0	1/22		
Total 323018.01A:						94.18	.00					
2106	UTILITY REFUND #13	341019.01		CHRISTOPHER A CURR, 3295 W EARLY LIGHT DR, UTILITY REFUND	01/21/2022	70.29	.00	20-4500 METERED WATER SALES	0	1/22		
2106	UTILITY REFUND #13	341019.01		CHRISTOPHER A CURR, 3295 W EARLY LIGHT DR, UTILITY REFUND	01/21/2022	78.30	.00	21-4600 SEWER USER FEES	0	1/22		
2106	UTILITY REFUND #13	341019.01		CHRISTOPHER A CURR, 3295 W EARLY LIGHT DR, UTILITY REFUND	01/21/2022	58.19	.00	26-4975 SOLID WASTE USER FEES	0	1/22		
Total 341019.01:						206.78	.00					
Total UTILITY REFUND #13:						1,390.47	.00					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	268445.00		CBH, 2759 W BALBOA DR, UTILITY REFUND	12/28/2021	17.45	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	268445.00		CBH, 2759 W BALBOA DR, UTILITY REFUND	12/28/2021	-8.78	.00	21-4600 SEWER USER FEES	0	1/22		
Total 268445.00:						8.67	.00					
2004	UTILITY REFUND #9	282006.00		CBH, 1520 W PENDULUM COVE DR, UTILITY REFUND	01/06/2022	72.82	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	282006.00		CBH, 1520 W PENDULUM COVE DR, UTILITY REFUND	01/06/2022	5.16	.00	21-4600 SEWER USER FEES	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 282006.00:						77.98	.00					
2004	UTILITY REFUND #9	282007.00		CBH, 1498 W PENDULUM COVE DR, UTILITY REFUND	12/28/2021	28.32	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	282007.00		CBH, 1498 W PENDULUM COVE DR, UTILITY REFUND	12/28/2021	.53	.00	21-4600 SEWER USER FEES	0	1/22		
Total 282007.00:						28.85	.00					
2004	UTILITY REFUND #9	282011.00		CBH, 1410 W PENDULUM COVE DR, UTILITY REFUND	01/07/2022	72.76	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	282011.00		CBH, 1410 W PENDULUM COVE DR, UTILITY REFUND	01/07/2022	5.22	.00	21-4600 SEWER USER FEES	0	1/22		
Total 282011.00:						77.98	.00					
2004	UTILITY REFUND #9	282013.00		CBH, 1366 W PENDULUM COVE DR, UTILITY REFUND	01/06/2022	72.76	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	282013.00		CBH, 1366 W PENDULUM COVE DR, UTILITY REFUND	01/06/2022	5.22	.00	21-4600 SEWER USER FEES	0	1/22		
Total 282013.00:						77.98	.00					
2004	UTILITY REFUND #9	282021.00		CBH, 2900 N SUNSET FARM AVE, UTILITY REFUND	01/04/2022	97.50	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	282021.00		CBH, 2900 N SUNSET FARM AVE, UTILITY REFUND	01/04/2022	33.20	.00	21-4600 SEWER USER FEES	0	1/22		
Total 282021.00:						130.70	.00					
2004	UTILITY REFUND #9	282035.00		CBH, 2892 N KLEMMER AVE, UTILITY REFUND	01/04/2022	110.39	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	282035.00		CBH, 2892 N KLEMMER AVE, UTILITY REFUND	01/04/2022	48.94	.00	21-4600 SEWER USER FEES	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 282035.00:						159.33	.00					
2004	UTILITY REFUND #9	282044.00		CBH, 2917 N CORAL FALLS AVE, UTILITY REFUND	12/28/2021	53.65	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	282044.00		CBH, 2917 N CORAL FALLS AVE, UTILITY REFUND	12/28/2021	27.91	.00	21-4600 SEWER USER FEES	0	1/22		
Total 282044.00:						81.56	.00					
2004	UTILITY REFUND #9	282045.00		CBH, 2939 N CORAL FALLS AVE, UTILITY REFUND	12/28/2021	53.63	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	282045.00		CBH, 2939 N CORAL FALLS AVE, UTILITY REFUND	12/28/2021	27.88	.00	21-4600 SEWER USER FEES	0	1/22		
Total 282045.00:						81.51	.00					
2004	UTILITY REFUND #9	282050.00		CBH, 1345 W PENDULUM COVE DR, UTILITY REFUND	01/04/2022	72.92	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	282050.00		CBH, 1345 W PENDULUM COVE DR, UTILITY REFUND	01/04/2022	5.11	.00	21-4600 SEWER USER FEES	0	1/22		
Total 282050.00:						78.03	.00					
2004	UTILITY REFUND #9	282052.00		CBH, 1301 W PENDULUM COVE DR, UTILITY REFUND	01/07/2022	72.82	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	282052.00		CBH, 1301 W PENDULUM COVE DR, UTILITY REFUND	01/07/2022	5.16	.00	21-4600 SEWER USER FEES	0	1/22		
Total 282052.00:						77.98	.00					
2004	UTILITY REFUND #9	293201.00		CBH, 3401 W REMEMBRANCE DR, UTILITY REFUND	01/04/2022	92.31	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	293201.00		CBH, 3401 W REMEMBRANCE DR, UTILITY REFUND	01/04/2022	23.18	.00	21-4600 SEWER USER FEES	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 293201.00:						115.49	.00					
2004	UTILITY REFUND #9	293202.00		CBH, 3417 W REMEMBRANCE DR, UTILITY REFUND	01/04/2022	118.82	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	293202.00		CBH, 3417 W REMEMBRANCE DR, UTILITY REFUND	01/04/2022	48.86	.00	21-4600 SEWER USER FEES	0	1/22		
Total 293202.00:						167.68	.00					
2004	UTILITY REFUND #9	293206.00		CBH, 3487 W REMEMBRANCE DR, UTILITY REFUND	01/04/2022	73.28	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	293206.00		CBH, 3487 W REMEMBRANCE DR, UTILITY REFUND	01/04/2022	4.75	.00	21-4600 SEWER USER FEES	0	1/22		
Total 293206.00:						78.03	.00					
2004	UTILITY REFUND #9	293207.00		CBH, 3501 W REMEMBRANCE DR, UTILITY REFUND	01/07/2022	79.29	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	293207.00		CBH, 3501 W REMEMBRANCE DR, UTILITY REFUND	01/07/2022	10.52	.00	21-4600 SEWER USER FEES	0	1/22		
Total 293207.00:						89.81	.00					
2004	UTILITY REFUND #9	293219.00		CBH, 6463 S FAITHFUL AVE, UTILITY REFUND	01/04/2022	81.96	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	293219.00		CBH, 6463 S FAITHFUL AVE, UTILITY REFUND	01/04/2022	14.94	.00	21-4600 SEWER USER FEES	0	1/22		
Total 293219.00:						96.90	.00					
2004	UTILITY REFUND #9	293235.00		CBH, 6464 S FESTIVAL AVE, UTILITY REFUND	01/04/2022	73.19	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	293235.00		CBH, 6464 S FESTIVAL AVE, UTILITY REFUND	01/04/2022	4.84	.00	21-4600 SEWER USER FEES	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 293235.00:						78.03	.00					
2004	UTILITY REFUND #9	302541.00		EAGLEWOOD HOMES, 953 E OSORNO DR, UTILITY REFUND	12/28/2021	56.98	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	302541.00		EAGLEWOOD HOMES, 953 E OSORNO DR, UTILITY REFUND	12/28/2021	24.57	.00	21-4600 SEWER USER FEES	0	1/22		
Total 302541.00:						81.55	.00					
2004	UTILITY REFUND #9	303602.00		HUBBLE HOMES, 2565 N RAPID CREEK WAY, UTILITY REFUND	01/06/2022	105.36	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	303602.00		HUBBLE HOMES, 2565 N RAPID CREEK WAY, UTILITY REFUND	01/06/2022	40.40	.00	21-4600 SEWER USER FEES	0	1/22		
Total 303602.00:						145.76	.00					
2004	UTILITY REFUND #9	303615.00		HUBBLE HOMES, 2791 N RAPID CREEK WAY, UTILITY REFUND	01/04/2022	117.45	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	303615.00		HUBBLE HOMES, 2791 N RAPID CREEK WAY, UTILITY REFUND	01/04/2022	38.40	.00	21-4600 SEWER USER FEES	0	1/22		
Total 303615.00:						155.85	.00					
2004	UTILITY REFUND #9	303625.00		HUBBLE HOMES, 662 E TAPER ST, UTILITY REFUND	01/04/2022	95.96	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	303625.00		HUBBLE HOMES, 662 E TAPER ST, UTILITY REFUND	01/04/2022	31.36	.00	21-4600 SEWER USER FEES	0	1/22		
Total 303625.00:						127.32	.00					
2004	UTILITY REFUND #9	304504.00		CBH, 3109 N NEW MORNING AVE, UTILITY REFUND	01/04/2022	74.95	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	304504.00		CBH, 3109 N NEW MORNING AVE, UTILITY REFUND	01/04/2022	6.36	.00	21-4600 SEWER USER FEES	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 304504.00:						81.31	.00					
2004	UTILITY REFUND #9	304518.00		CBH, 2613 E BUCKAROO DR, UTILITY REFUND	01/11/2022	75.56	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	304518.00		CBH, 2613 E BUCKAROO DR, UTILITY REFUND	01/11/2022	5.49	.00	21-4600 SEWER USER FEES	0	1/22		
Total 304518.00:						81.05	.00					
2004	UTILITY REFUND #9	304529.00		CBH, 2459 E MOON EYE DR, UTILITY REFUND	01/07/2022	72.85	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	304529.00		CBH, 2459 E MOON EYE DR, UTILITY REFUND	01/07/2022	5.13	.00	21-4600 SEWER USER FEES	0	1/22		
Total 304529.00:						77.98	.00					
2004	UTILITY REFUND #9	304545.00		CBH, 3088 N NIGHT OWL AVE, UTILITY REFUND	01/06/2022	72.84	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	304545.00		CBH, 3088 N NIGHT OWL AVE, UTILITY REFUND	01/06/2022	5.14	.00	21-4600 SEWER USER FEES	0	1/22		
Total 304545.00:						77.98	.00					
2004	UTILITY REFUND #9	304560.00		CBH, 3036 N NIGHT OWL AVE, UTILITY REFUND	01/06/2022	70.67	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	304560.00		CBH, 3036 N NIGHT OWL AVE, UTILITY REFUND	01/06/2022	2.32	.00	21-4600 SEWER USER FEES	0	1/22		
Total 304560.00:						72.99	.00					
2004	UTILITY REFUND #9	304562.00		CBH, 3019 N NIGHT OWL AVE, UTILITY REFUND	01/04/2022	70.50	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	304562.00		CBH, 3019 N NIGHT OWL AVE, UTILITY REFUND	01/04/2022	2.46	.00	21-4600 SEWER USER FEES	0	1/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 304562.00:						72.96	.00					
2004	UTILITY REFUND #9	330511.00		TOLL BROS INC, 2264 N MALVERN AVE, UTILITY REFUND	01/04/2022	98.36	.00	20-4500 METERED WATER SALES	0	1/22		
2004	UTILITY REFUND #9	330511.00		TOLL BROS INC, 2264 N MALVERN AVE, UTILITY REFUND	01/04/2022	30.65	.00	21-4600 SEWER USER FEES	0	1/22		
Total 330511.00:						129.01	.00					
Total UTILITY REFUND #9:						2,610.27	.00					
WATER ENVIRONMENT FEDERATION												
1031	WATER ENVIRONMENT FEDERATION	02282022MN		MEMBERSHIP RENEWAL & DUES, MEMBER #17864350, M. NADEAU, JAN'22 - SEWER	01/21/2022	120.00	.00	21-6075 DUES & MEMBERSHIPS	0	1/22		
Total 02282022MN:						120.00	.00					
Total WATER ENVIRONMENT FEDERATION:						120.00	.00					
Grand Totals:						451,147.67	107,521.14					

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

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

BEFORE THE CITY COUNCIL
OF THE
CITY OF KUNA

IN THE MATTER OF THE APPEAL OF **COREY BARTON,** **OWNER/PRESIDENT OF CBH HOMES** For a Development Impact Fee Refund Appeal from the Kuna Rural Fire District	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF DECISION**

THESE MATTERS came before the City Council for public hearing on January 18, 2022. The receipt and consideration of written findings were brought before the City Council on February 1, 2022. The City Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	Address List – Ada County Assessor's list Gran Prado Subdivision			X
2	Building Permits (55)			X
3	Refund Application			X
4	District Administrator's Official Action			X
5	CBH Homes Appeal			X
6	Notice of Hearing			X
7	List of Impact Fees			X

8	Letter from Timothy Tyree, Counsel for CBH, including attachments, dated January 13, 2022			X
9	Findings of Fact, Conclusions of Law, and Order from Kuna Rural Fire District, dated October 13, 2021			X

1.2 Hearings

1.2.1 The Kuna Rural Fire District held a public hearing on September 8, 2021 at 1:00 p.m. upon the application of Corey Barton, Owner and President of CBH Homes. The Council provided initial notice to hear CBH Homes's appeal on the matter at a public hearing scheduled for December 16, 2021, and thereafter continued the matter to a date certain of January 18, 2022. The Kuna City Council held a public hearing to consider the appeal on January 18, 2022.

1.3 Witness Testimony

1.3.1 Those who testified on January 18, 2022, at the Kuna City Council hearing, are as follows, to-wit:

1.3.1.1 Melissa Wilkinson, Director of Construction Services, CBH Homes

1.3.2 In accordance with the findings of the Kuna Rural Fire District, those who testified on September 8, 2021, are as follows, to-wit:

1.3.2.1 Krystal Hinkle, District Impact Fee Administrator (hereinafter "Fee Administrator")

1.3.2.2 Melissa Wilkinson, Director of Construction Services, CBH Homes

II
DECISION

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings

3.2.1 Notice of the appeal was mailed to CBH Homes, the Kuna Rural Fire District, and all property owners listed in Exhibit 1 during November of 2021. On the record at the December 16, 2021 hearing, the council continued this matter to a date certain of January 18, 2022 for public hearing. Notice was also mailed to CBH and the owners regarding the public hearing held by the Kuna Rural Fire District.

3.2.2 The Gran Prado Subdivision No. 1 is located within the boundaries of the Meridian Rural Fire Protection District.

3.2.3 The Subject Real Properties and owners of record are identified on Exhibit 1.

3.2.4 CBH Homes owned the subject Real Properties at the time the impact fees were paid, but CBH Homes is no longer the owner of record.

3.2.5 CBH Homes paid impact fees for each of the Subject Real Properties to the City of Kuna as part of the building permit process.

3.2.6 Pursuant to an intergovernmental agreement between the City of Kuna and the Kuna Rural Fire District, the impact fees at issue were transmitted from the City of Kuna to the Kuna Rural Fire District.

3.2.7 The City of Kuna notified the Kuna Rural Fire District that the impact fees were incorrectly assessed and the Fee Administrator for the Kuna Rural Fire District notified CBH Homes of the Impact Fee collection error. The Fee Administrator provided CBH Homes an application form to initiate refund proceedings.

3.2.8 After the refund proceedings were initiated, the Fee Administrator, in consultation with the Kuna Rural Fire District's legal counsel, issued a decision to refund the impact fees to the owners of record, identified in Exhibit 1. This decision was made pursuant to Idaho Code § 67-8211(2).

3.2.9 The Kuna Rural Fire District's board held a hearing on September 8, 2021, wherein CBH Homes challenged the Fee Administrator's decision. The Kuna Rural Fire District Board affirmed the Fee Administrator's decision following this hearing.

3.2.10 There is no dispute between the Kuna Rural Fire District and CBH Homes that there is a right to refund, but there is dispute as to who should lawfully receive the refund: the original fee payer or the current owner of record.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE CITY COUNCIL

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the city council to hear this matter as provided in Idaho Code § 67-8211, and Kuna City Code § 12-2-13(E).

4.3 Idaho Code § 67-8211(2) provides as follows:

> *When the right to a refund exists, the governmental entity is required to send a refund to the owner of record within ninety (90) days after it is determined by the governmental entity that a refund is due.*

.

4.4 After considering the interpretation of the applicable ordinances of Kuna City Code and applicable statutes of Idaho Code, the Kuna City Council determined that the plain reading of those statutes and ordinances supports a refund to the owners of record.

4.5 The Kuna City Council finds that the interpretation of Idaho Code § 67-8211(2) supports providing a refund to the *current* owners of record because the statute could have directed a refund payment to the "fee payer" and chose instead to direct that refund to the owner.

4.6 As additional support for interpretation of Idaho Code § 67-8211(2), the Kuna City Council found that the impact fees charged, as well as the legal right for refund, passed to the purchasers of real property through the process of those sales.

4.7 The Kuna City Council finds that it is a logical inference of the plain language of Idaho Code § 67-8211(2) that the right to refund runs with the land and is not held by the fee payer after the property has been sold.

V
ORDER OF DENIAL OF APPLICATION FOR APPEAL

The Kuna City Council, having review the above entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

6.1 That the appeal of the Kuna Rural Fire District's impact fee refund application is denied.

6.2 That the Fee Administrator of the Kuna Rural Fire District should issue a refund to the owners of record, as identified in Exhibit 1, within ninety (90) days of this order.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the ____ day of _____, 2022.

_____
Jon Stear, Mayor

_____
Greg McPherson, Council President

_____
John Larraway, Council Member

_____
Warren Christensen, Council Member

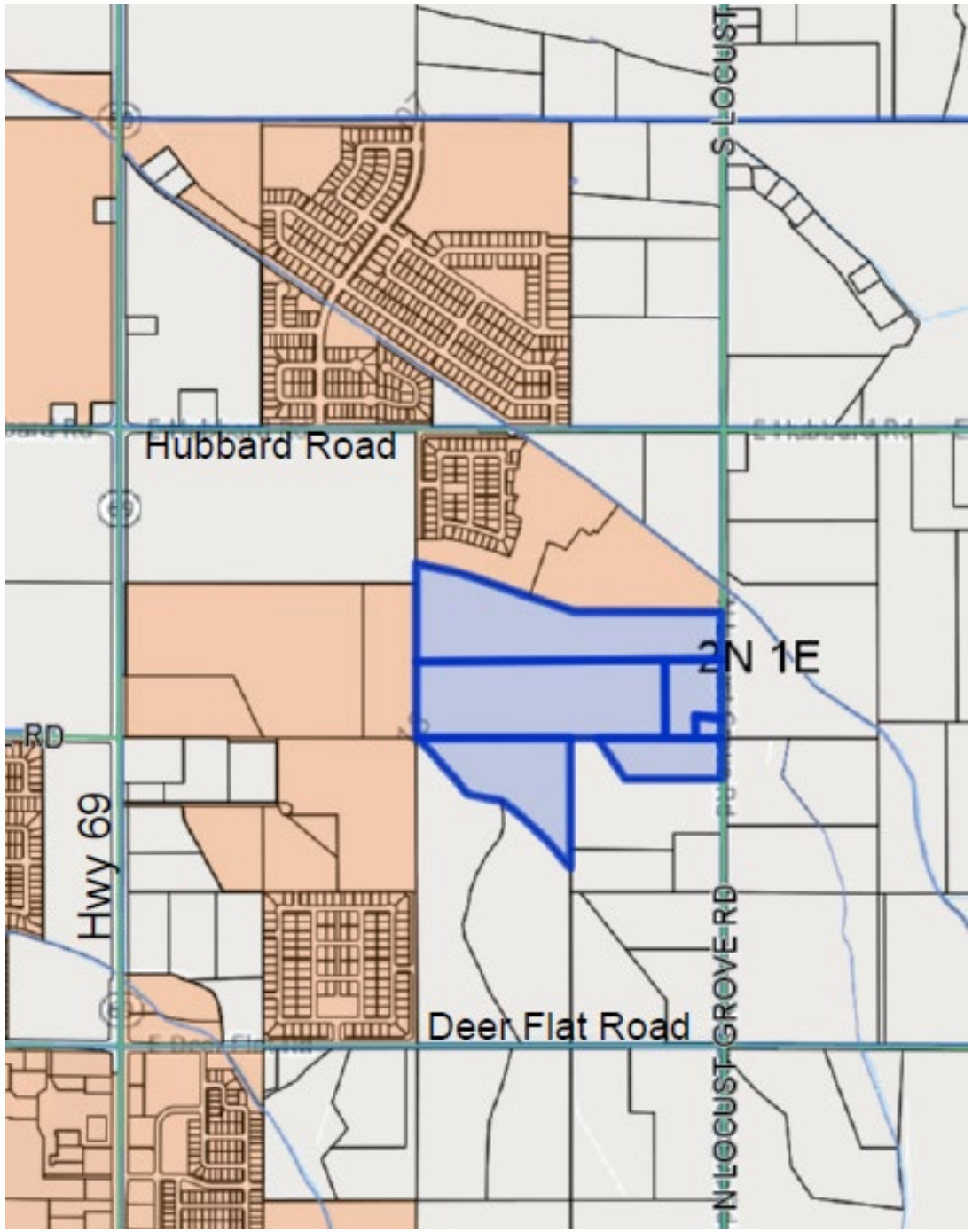
_____
Chris Bruce, Council Member

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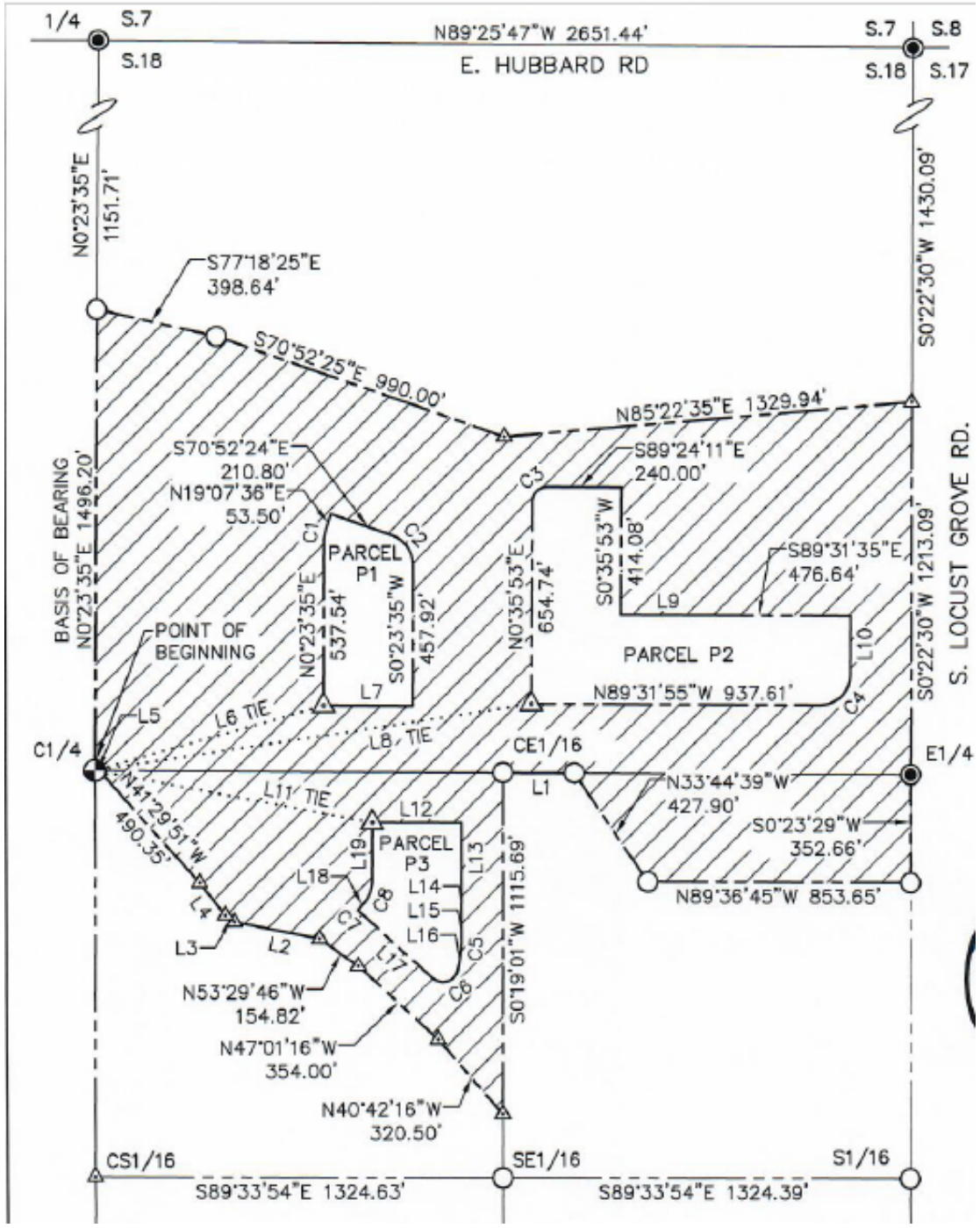
Ledgestone South Annexation

Kuna, ID

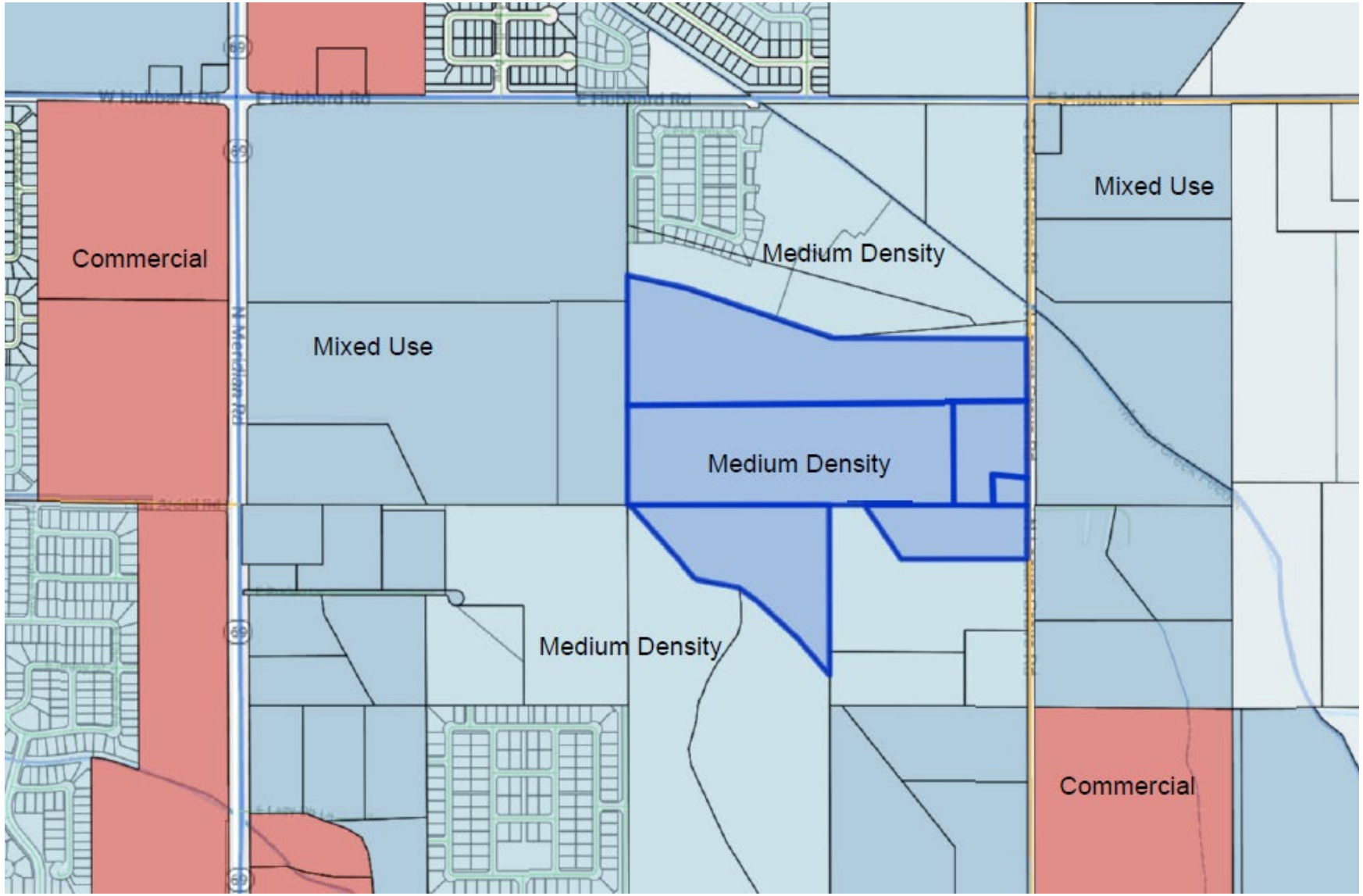
Ledgestone South Vicinity Map with City Limits



Annexation Boundary with R-6 and R-8 zones



Ledgestone South Comp Plan land use designations



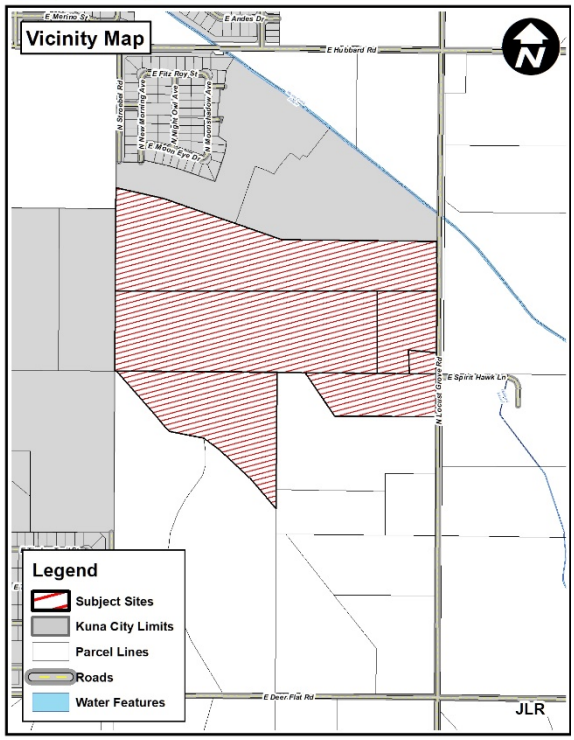
Thank you.

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF **TRILOGY DEVELOPMENT, INC.** Annexation of Parcel Nos.: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800, and S1418417200	)	**Case No. 21-07-AN (Annexation)** **STAFF MEMO FOR LEDGESTONE SOUTH ANNEXATION REQUEST.**

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 & Conclusions of Law
8. Proposed Comprehensive Plan Analysis
9. Commission's Recommendation
10. Council's Proposed Order of Decision



I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Report			X
2.1	Application Coversheet			X

2.2	Annexation Application			X
2.3	Letter of Intent			X
2.4	R-6 Zone and OVERALL Legal Description(s)			X
2.5	R-8 Legal Description			X
2.6	Vicinity Map			X
2.7	Vicinity Map With City Limits			X
2.8	Warranty Deed(s) – Johnson			X
2.10	Warranty Deed(s) – Heartland Homes			X
2.11	Affidavit of Legal Interest – 207, LLC - Fred Depold			X
2.12	Affidavit of Legal Interest – Heartland Homes			X
2.13	Neighborhood Meeting Certification			X
2.14	Commitment to Post the Property			X
2.15	City Engineer's Memo			X
2.16	Ada County Highway District Comments (ACHD)			X
2.17	Ada County Development Services			X
2.18	Boise Project Board of Control Comments			X
2.19	Central District Health Comments			X
2.20	COMPASS Comments			X
2.21	Agency Comments Request 9.15.2021			X
2.22	P&Z Kuna Melba News 10.13.2021			X
2.23	P&Z Legal Notice Mailer 10.13.2021			X
2.24	P&Z Proof of Property Posting			X
2.25	Commission Meeting Minutes			X
2.26	Affidavit of Legal Interest – JRL Properties			X
2.27	Proposed Development Agreement			X
2.28	City Engineer UPDATED Memo			X
2.29	Commission FCO's			X
2.30	CC Kuna Melba News *12.29.21*			X
2.31	CC Legal Notice Mailer *12.29.21*			X
2.32	CC Proof of Property Posting			X
2.33	Kuna School District Comments			X
2.34	CC Legal Notice Mailer *1.7.22 Date Correction Notice*			X

II
PROCESS AND NOTICING

2.1 In accordance with Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that Annexations are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body. This land use application was given proper

public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

2.1.2 Notifications

2.1.2.1 Neighborhood Meeting: June 30, 2021 (No attendees)

2.1.2.2 Agency Comments Request: September 16, 2021

2.1.2.3 300' Property Owners Notice: December 29, 2021

2.1.2.4 300' Prop Owner '*Correction'* Notice January 7, 2022

2.1.2.5 Kuna Melba News Newspaper: December 29, 2021

2.1.2.6 Site Posted: January 7, 2022

III
APPLICANTS REQUEST

3.1 GEM State Planning, LLC on behalf of Trilogy Development, Inc., requests Annexation of approximately 99.78 acres into the City of Kuna and to zone approximately (approx.) 83.33 acres as R-6 Medium Density Residential (MDR), and 16.45 acres as R-8 MDR. The Applicant only requests Annexation at this time and will propose a Preliminary Plat in the future. The subject site is adjacent to Kuna City limits on the north and west side; and is currently zoned RR (Rural Residential) in Ada County. The subject site is located at 2425 N Locust Grove Road, Kuna, ID 83642, (APN's: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800 & S1418417200). Section 18, Township 2 North, Range 1 East.

IV
GENERAL PROJECT FACTS

4.1 Site History

4.1.1 These parcels are currently in Ada County and zoned RR (Rural Residential), and are directly adjacent to Kuna City Limits. Historically these parcels have served as farmland and a single residence.

4.2 Surrounding Land Uses

North	R-8	Medium Density Residential – Kuna City
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	RR, C-1, R-4	Rural Residential – Ada County Neighborhood Commercial – Kuna City Medium Density Residential – Kuna City

4.3 Parcel Sizes, Current Zoning and Parcel Numbers

Approx. Size	Current Zoning	Parcel Numbers
32.54 ac	RR	S1418123460
32.51 ac	RR	S1418123496
14.72 ac.	RR	S1418142350
1.04 ac.	RR	S1418123490
16.80 ac.	RR	S1418427800

4.4 Services

Sanitary Sewer – City of Kuna
Potable Water – City of Kuna
Pressurized Irrigation – City of Kuna (KMIS)
Fire Protection – Kuna Rural Fire District
Police Protection – Kuna Police (Ada County Sheriff's Office)
Sanitation Services – J&M Sanitation

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 The proposed project site has one residence and several outbuildings used for agricultural purposes. Vegetation on-site is consistent with that of crop fields. The site has an estimated average slope of 1.5% to 1.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be 20 to 60 inches across the subject site.

4.6 Environmental Issues

4.6.1 Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the Nitrate Priority Area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for future development of the site.

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 99.78 acres as MDR.

4.8 Recreation and Pathways Map

4.8.1 The Recreation and Pathways Master Plan Map does not indicate a future pathway/trail within the subject site.

4.9 Agency Responses

Agency	**Exhibit No.**
City Engineer – Kuna City Public Works	2.15
Ada County Highway District (ACHD)	2.16
Ada County Development Services	2.17
Boise Project Board of Control	2.18

Central District Health	2.19
COMPASS	2.20

V
TRANSPORTATION AND CONNECTIVITY

5.1 Ada County Highway District (ACHD) delivered comments for an application on record known as KPP 19-0009 (ACHD case number) [20-01-AN, 20-03-S and 20-07-DR; *Ledgestone South 2020*]. ACHD has simply applied the requirements of the former application to this Annexation only application (21-07-AN), in connection with any Future Development application(s).

VI
STAFF ANALYSIS

6.1 The Applicant held a neighborhood meeting on June 30, 2021; there were no attendees. Meeting minutes have been provided as a part of this packet.

The Applicant requests Annexation of approximately 99.78 -acres into the City of Kuna using two zones; approx. 83.86 acres as R-6 MDR, and 16.45 acres as R-8 MDR. The lands are currently in Ada County, zoned RR (Rural Residential) and are adjacent to Kuna City Limits on the north and west sides.

The Applicant is only requesting Annexation into the City of Kuna at this time; the Applicant is reminded of all City of Kuna development standards if development is proposed in the future. The standards for useable open space are defined in Kuna City Code (KCC) 5-1-6-2. Pathways must be provided throughout the subdivision for pedestrian connectivity. KCC 5-17 defines how much developments shall devote as useable open space. The Applicant is reminded that local roads are required to provide five-foot wide minimum attached sidewalks and eight foot (8) minimum wide detached sidewalks along classified roads.

The proposed Annexation is within the Danskin Lift Station Sewage Basin which requires upgrades. The Developer may be requested to participate with lift station and/or force main improvements in order to serve possible future development. Sewer Flow models would be required to verify pipe sizes and would be paid by developer. The City Engineers office has submitted an update to their original comments and is included with this packet for Council's consideration.

The applicant is willing to enter into a Development Agreement which describes in detail the applicant is requesting Annexation only, without a development at this time. The applicant is aware and agrees that they must return with future land use application in order to propose development of the site in any form. This Annexation request is only a first step and does not entitle the Owner/Developer/Applicant to any development rights. The Development Agreement has been reviewed and vetted by the Owner/Developer/Applicant, Staff (including Public Works) and the City's Legal Counsel. The Development Agreement is attached for Council's review, comments and their approval/conditional approval/denial.

Staff has reviewed the proposed Annexation for qualification and compliance with KCC, and finds the application is in compliance Kuna City Code Title 5; Idaho Statute § 50-222; and the Kuna Comprehensive Plan. The Applicant will be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies

to ensure conformance to each agency's requirements. Staff recommends if the Council approves Case No. 21-07-AN (Annexation), the Applicant be subject to the Conditions of Approval listed in section "IX" (9) of this report, as well as any additional conditions requested by the Planning and Zoning Commission and/or Council as applicable.

6.2 Applicable Standards

6.2.1 City of Kuna Comprehensive Plan FLUM
6.2.2 Idaho Code, Title 50, Chapter 222

VII
PROPOSED FINDINGS OF FACT

Based upon the record contained in Case No. 21-07-AN, including the Comprehensive Plan, Kuna City Code, Staff's Memorandum, the exhibits, and testimony during the Public Hearing, the Kuna City Council (***approves/conditionally approves/denies***) Case No. 21-07-AN; a request by Gem State Planning on behalf of Trilogy Homes, LLC, for annexation of approx. 99.78 acres into Kuna City with approx. 83.33 acres as R-6 MDR and approx. 16.45 acres as R-8 MDR zones,

If the Council wishes to Approve, Conditionally 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 No. 21-07-AN, this proposal **does/does not** generally comply with the Kuna City Code (KCC).

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 been met and the Neighborhood Meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Staff Finding: *The Applicant held a Neighborhood Meeting June 30, 2020; no residents attended the meeting. A legal notice was published in the Kuna Melba Newspaper. The Applicant posted sign on the property, Legal Notices were mailed to land owners within 300-FT of the proposed project site and was posted on the City website.*

7.3 Based on the evidence contained in Case No. 21-07-AN, this proposal **does/does not** generally comply with the Comprehensive Plan.

Staff Finding: *The Comprehensive Plan lists numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups in Kuna, as well as the installation of pathways and open space. The Annexation is proposed to be zoned R-6 and R-8 (both MDR), the Comp Plan Map designates the properties as MDR.*

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 Gem State Planning, LLC to submit an Annexation application request to the City of Kuna on their behalf.*

7.5 The proposed lands for Annexation ***are/are not*** eligible for Annexation into Kuna City limits.

Staff Finding: *The lands proposed for Annexation have a contiguous touch on the north and west sides of the site.*

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 that 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 City Council 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 to be adhered to at time **of/if** Future Development as an Medium Density Residential subdivision occurs:

8.1 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 implement sustainable land use patterns.
  - Objective 3.D.1.: Encourage development in priority areas.
    - Policy 3.A.2.b. Encourage infill development to maximize the use of developable land, minimize infrastructure costs and preserve agricultural and open spaces

- Goal 3.D.: Encourage development of housing options and strong neighborhoods.
  - Objective 3.D.1.: Encourage development of housing options for all citizens.
    - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
  - Objective 3.D.2.: Create strong neighborhoods through preservation, new development, connectivity and programming.
    - Policy 3.D.2.d: Work to ensure all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street and transit infrastructure.

- 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: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
    - 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 RECCOMENDATION

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, *recommended* ***Approval*** of Case No. 21-07-AN (Annexation), a request by GEM State Planning, LLC on behalf of Trilogy Development, Inc., to Annex approximately 99.78 acres into Kuna City and zone approx. 83.33 acres as R-6 MDR, and 16.45 acres as R-8 MDR. The subject site is adjacent to Kuna City limits and is currently zoned RR (Rural Residential) in Ada County.

X
COUNCIL'S PROPOSED ORDER OF DECISION

Note: This motion is for the ***Approval, Conditional Approval or Denial*** *of the Annexation application. However, if the Council wishes to approve or deny specific parts of this request as detailed in the report, those changes must be specified.*

Based on the facts outlined in staff's report and the public testimony as presented at the hearing, the City Council of Kuna, Idaho, hereby ***approves/conditionally approves/denies*** Case No 21-07-AN (Annexation), a request from Gem State Planning, LLC, to annex approx. 99.78 acres into the City of Kuna and zone approx. 83.33 acres as R-6 MDR, and 16.45 acres as R-8 MDR subject to the following Conditions of Approval:

At time of development in the future:

10.1 The Owner/Developer/Applicant 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:

10.1.1 The City Engineer shall approve future sewer connections.

10.1.2 The City Engineer shall approve all future 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.

10.1.3 Central District Health Department recommends future plans be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".

10.1.4 The Kuna Rural Fire District shall approve future fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.

10.1.5 The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any future modifications to the existing irrigation system.

10.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any future building permit(s).

10.1.7 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.

10.2 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.

10.3 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.

10.4 When required, submit a request to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to Annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City (KMIS).

10.5 It is the responsibility of the Developer or his Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development

10.6 The Land Owner/Applicant/Developer, and/or 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 the Public Hearing processes.

10.7 Owner/Developer/Applicant, and/or any future assigns having an interest in any of the subject properties shall be subject to all provisions required within an applicable Development Agreement.

10.8 For all future development and land use applications, 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 an applicable Development Agreement

10.9 Owner/Developer/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.

10.10 Owner/Developer/Applicant shall comply with all local, state and federal laws.

DATED: this 1st day of February, 2022.

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): 21-07-AN

Project Name: Ledgestone South

Date Received: 07.20.2021

Date Accepted as Complete: _____

Type of review requested (check all that apply); please submit all associated applications:

✓	Annexation		Appeal
	Comp. Plan Map Amendment		Combination Pre & Final Plat
	Design Review		Development Agreement
	Final Planned Unit Development		Final Plat
	Lot Line Adjustment		Lot Split
	Ordinance Amendment		Planned Unit Development
	Preliminary Plat	✓	Rezone
	Special Use Permit		Temporary Business
	Vacation		Variance

Owner of Record

Name: TJ Johnson/ Heartland Townhome Property Management

Address: 2425 N Locust Grove Road

Kuna, Idaho 83634

Phone: _____ Email: _____

Applicant (Developer) Information

Name: Trilogy Development, Inc

Address: 9839 W. Cable Car St., Suite 101

Boise, Idaho 83709

Phone: (208) 602-6941 Email: jane@gemstateplanning.com

Engineer/Representative Information

Name: Gem State Planning/ Jane Suggs

Address: 9839 W. Cable Car St. Suite 101

Boise, Idaho 83709

Phone: (208) 602-6941 Email: jane@gemstateplanning.com

Subject Property Information

Site Address: 2425 N. Locust Grove Road and surrounding parcels

Nearest Major Cross Streets: Ardell Street extension, Stroebel Road extension, Locust Grove Road

Parcel No.(s): S1418123460, S1418123496, S1418123498, S1418123490, S1418427800, S1418417200

Section, Township, Range: 18, 2N, 1E

Property Size: Approximately 100 acres

Current Land Use: Agriculture Proposed Land Use: SF residential

Current Zoning: RR Proposed Zoning: R-6/R-8

Project Description

Project Name: Ledgestone South

General Description of Project: Annex and rezone property for single family home lots, plus open space and amenities.

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: SF home to be annexed and zoned, but not part of plat.

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: None at this time.

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: Jane Suggs Date: 7/19/21

Gem State Planning, LLC

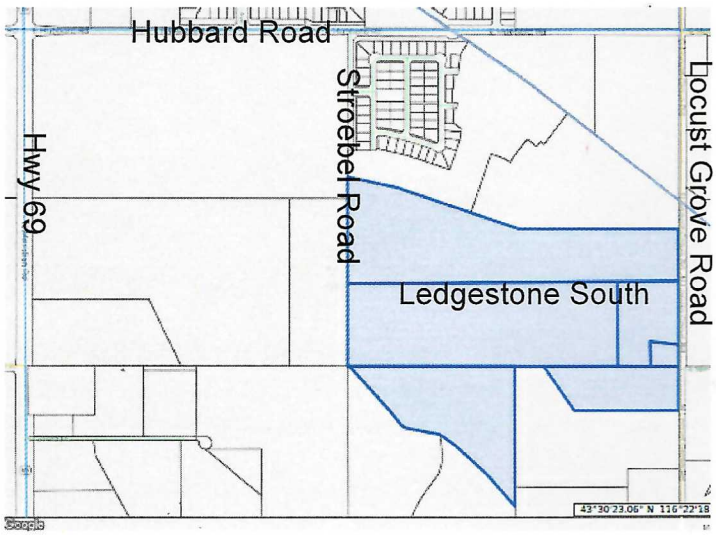
July 15, 2021

Mr. Jace Helman, Planning Director
City of Kuna
751 W. 4th Street
Kuna, ID 83634

Subject: Ledgestone South – annexation and rezone

Dear Mr. Helman:

On behalf of Trilogy Development, please accept the attached applications and support materials for the annexation and zoning for 6 parcels of land, commonly know as Ledgestone South. The 6 parcels are highlighted below and are located south of Ledgestone Subdivision, currently under construction.



History

As you know, Trilogy Development applied for annexation, zoning, and a preliminary plat in May of 2020. After a recommendation of approval by the Planning and Zoning Commission on August 11, 2020, the Kuna City Council subsequently denied our request for annexation on October 20, 2020. We filed for reconsideration of the City Council denial, but that request for reconsideration was also denied on November 4, 2020. The reason for the denial was outlined in the Conclusions of Law:

> *5.4 The annexation, proposed Annexation Application in Case No. 20-01-AN, is unable to connect to City sewer facilities, as the Patagonia and Danskin Lift Stations are both currently operating above capacity (including existing EDUs and current "Will Serve EDUs).*

We were surprised by the denial of our applications, since the City of Kuna had already added two new conditions of approval for our development that would control our ability to connect to the lift stations. These conditions of approval, that we accepted, would clearly defer any homebuilding until the sewer issues were resolved.

> *Developer/owner/applicant shall not submit an application for final plat until the City's Public Works Director issues a will Serve Letter to the applicant stating that the City's Patagonia and Danskin Lift Stations or any other City Appurtenance has capacity to accept the wastewater discharged from the proposed development.*
>
> *In the event a Will Service Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have a good cause and be eligible to receive, pursuant to KCC 6-2-3(J), a time extension to file a final plat up to and until a Will Serve Letter has been issued.*

Application for Annexation and Zoning

As the City of Kuna and land developers continue to work on solutions to the sewer lift station and transmission capacity issues, we have removed our proposed preliminary plat from consideration by the City. Our current applications are for 1) annexation and zoning and 2) development agreement.

We are requesting annexation of 99.78 acres of property into the City of Kuna with zoning designations of R-6 and R-8, both Medium Density Residential Districts. Legal descriptions for each zoning area are included in our application and they describe the lot boundaries that we hope to develop with a future preliminary plat application.

A Development Agreement template provided by the City of Kuna has been modified and included with our application materials. The DA can be further modified during the approval process.

Neighborhood Meeting

A neighborhood meeting was held at 6 pm on Wednesday, June 30, 2021. The meeting was held in a grassy open space in the Ledgestone Subdivision, adjacent to the proposed project site. No one attended the neighborhood meeting. Please note that 2 neighborhood meetings were held for the previous application, so neighbors are mostly familiar with the project area and project plans. A copy of the neighborhood meeting letter and meeting certification are in our application package.

We look forward to working with you through the application and approval process.

Sincerely,

Jane Suggs

cc: Shawn Brownlee, Trilogy Development

DESCRIPTION FOR
LEDGESTONE SOUTH ANNEXATION PARCEL
R-6 ZONE

A portion of the NE1/4 and NW1/4 of the SE 1/4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at the C1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence along North-South centerline of said Section 18 North 00°23'35" East, 1,496.20 feet;

thence leaving said North-South centerline South 77°18'25" East, 398.64 feet;

thence South 70°52'25" East, 990.00 feet;

thence North 85°22'35" East, 1,329.94 feet to a point on the East boundary line of said Section 18;

thence along said East boundary line South 00°22'30" West, 1,213.09 feet to the E1/4 of said Section 18;

thence continuing along said East boundary line South 00°23'29" West, 352.66 feet;

thence leaving said East boundary line North 89°36'45" West, 853.65 feet;

thence North 33°44'39" West, 427.90 feet to point on the East-West centerline of said Section 18;

thence along said East-West centerline North 89°31'55" West, 232.34 feet to the C-E 1/16 corner of said Section 18;

thence along the East boundary line of the NW1/4 of the SE 1/4 of said Section 18 South 00°19'01" West, 1,115.69 feet;

thence leaving said East boundary line North 40°42'16" West, 320.50 feet;

thence North 47°01'16" West, 354.00 feet;

thence North 53°29'46" West, 154.82 feet;

thence North 78°43'23" West, 282.06 feet;

thence North 52°27'08" West, 37.04 feet;

thence North 38°31'46" West, 134.23 feet;

thence North 41°29'51" West, 490.35 feet to a point on the North boundary line of said Northwest 1/4 of the Southeast 1/4;

thence along said North boundary line North 89°31'55" West, 13.00 feet to the **POINT OF BEGINNING**. Containing 99.78 acres, more or less.

EXCEPTING THEREOF:

A portion of the NE1/4 and the NW1/4 of the SE1/4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

PARCEL P1:

Commencing at the C1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence North 74°14'02" East, 772.52 feet to the **REAL POINT OF BEGINNING**;

thence North 00°23'35" East, 537.54 feet;

thence 32.70 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 18°44'01" and a long chord which bears North 09°45'36" East, 32.55 feet;

thence North 19°07'36" East, 53.50 feet;

thence South 70°52'24" East, 210.80 feet;

thence 124.38 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 71°15'59" and a long chord which bears South 35°14'24" East, 116.52 feet;

thence South 00°23'35" West, 457.92 feet;

thence North 89°36'25" West, 290.00 feet to the **REAL POINT OF BEGINNING**. Containing 3.81 acres, more or less.

PARCEL P2:

Commencing at the C1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence North 81°26'47" East, 1434.89 feet to the **REAL POINT OF BEGINNING**;

thence North 00°35'53" East, 654.74 feet;

thence 78.54 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 90°00'00" and a long chord which bears North 45°35'53" East, 70.71 feet;

thence South 89°24'11" East, 240.00 feet;

thence South 00°35'53" West, 414.08 feet;

thence South 89°32'30" East, 270.00 feet;

thence South 89°31'35" East, 476.64 feet;

thence South 00°22'30" West, 189.84 feet;

thence 157.24 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 90°05'35" and a long chord which bears South 45°25'17" West, 141.54 feet;

thence North 89°31'55" West, 937.61 feet to the **REAL POINT OF BEGINNING**. Containing 9.60 acres, more or less.

PARCEL P3:

Commencing at the C 1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence South 79°13'58" East, 916.28 feet to the **REAL POINT OF BEGINNING**;

thence South 89°36'25" East, 290.07 feet;

thence South 00°19'01" West, 216.21 feet;

thence South 00°39'57" West, 93.53 feet;

thence South 00°06'39" East, 76.32 feet;

thence 43.69 feet along the arc of a non-tangent curve to the right, said curve having a radius of 300.00 feet, a central angle of 08°20'36" and a long chord which bears South 04°29'19" West, 43.65 feet;

thence South 08°39'37" West, 51.48 feet;

thence 108.49 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 124°19'07" and a long chord which bears South 70°49'10" West, 88.42 feet;

thence North 47°01'16" West, 325.55 feet;

thence 5.11 feet along the arc of curve to the left, said curve having a radius of 150.00 feet, a central angle of 01°57'13" and a long chord which bears North 47°59'53" West, 5.11 feet;

thence North 41°01'31" East, 35.00 feet;

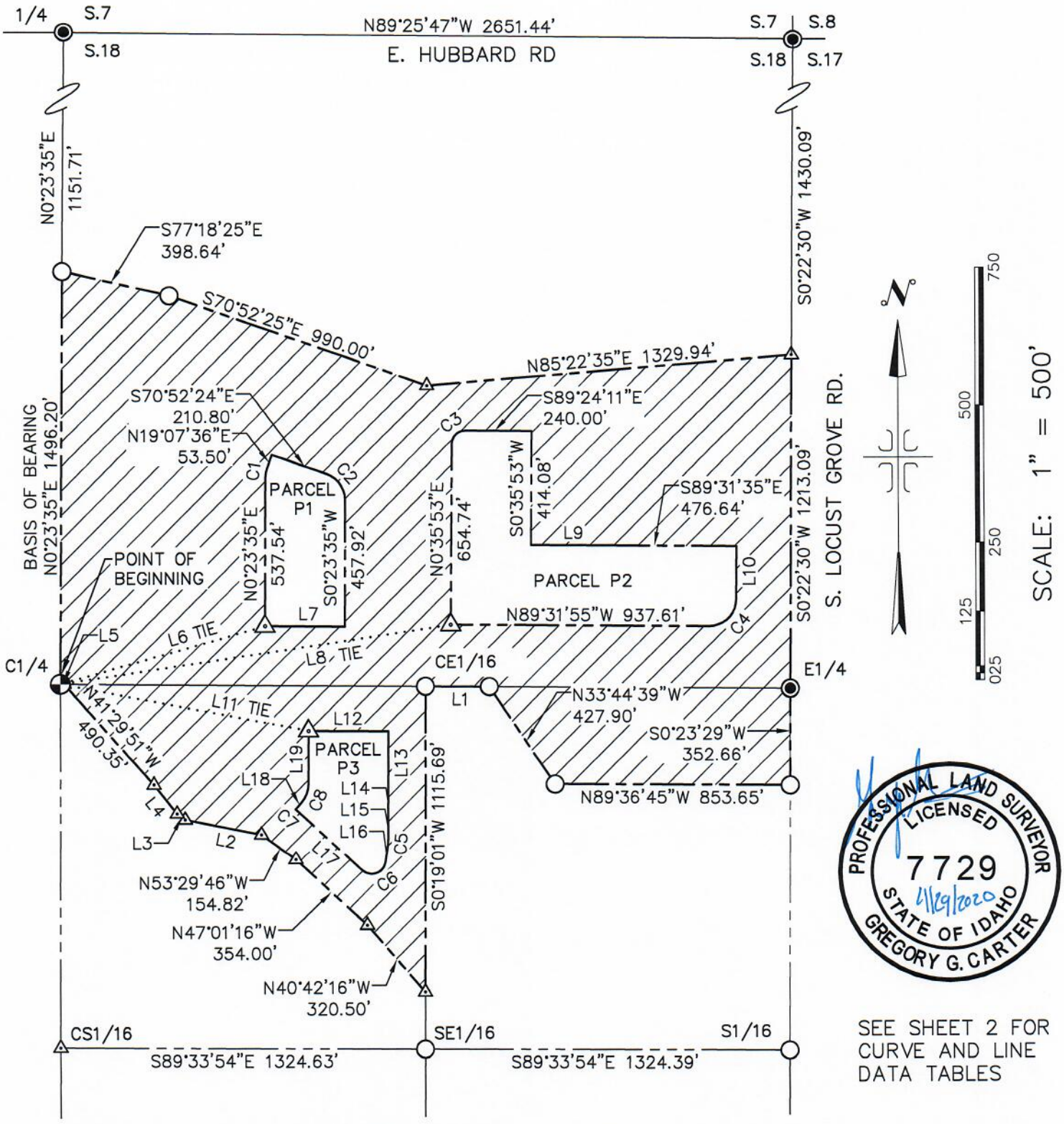
thence 70.99 feet along the arc of curve to the left, said curve having a radius of 100.00 feet, a central angle of 40°40'23" and a long chord which bears North 20°41'19" East, 69.51 feet;

thence North 00°21'08" East, 194.71 feet to the **REAL POINT OF BEGINNING**. Containing 3.04 acres, more or less.

Net Area of R-6 Annexation and Re-Zone is 83.33 acres.



Exhibit 2.4



PROFESSIONAL LAND SURVEYOR LICENSED 7729 STATE OF IDAHO GREGORY G. CARTER 4/29/2020

SEE SHEET 2 FOR CURVE AND LINE DATA TABLES

NET R-6 AREA = 83.33 ACRES

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IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT__ DRAWING FOR
ANNEXATION & R-6 RE-ZONE
LEDGESTONE SOUTH SUBDIVISION
LOCATED IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 18 T.2N., R.1E., B.M., ADA COUNTY, IDAHO

JOB NO. 19-104
SHEET NO. 1of2
DWG. DATE 4/29/2020

Exhibit 2.4

LINE TABLE		
LINE	LENGTH	BEARING
L1	232.34	N89°31'55"W
L2	282.06	N78°43'23"W
L3	37.04	N52°27'08"W
L4	134.23	N38°31'46"W
L5	13.00	N89°31'55"W
L6	772.52	N74°14'02"E
L7	290.00	N89°36'25"W
L8	1434.89	N81°26'47"E
L9	270.00	S89°32'30"E
L10	189.84	S0°22'30"W
L11	916.28	S79°13'58"E
L12	290.07	S89°36'25"E
L13	216.21	S0°19'01"W
L14	93.53	S0°39'57"W
L15	76.32	S0°06'39"E
L16	51.48	S8°39'37"W
L17	325.55	N47°01'16"W
L18	35.00	N41°01'31"E
L19	194.71	N0°21'08"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	100.00	32.70	32.55	N9°45'36"E	18°44'01"
C2	100.00	124.38	116.52	S35°14'24"E	71°15'59"
C3	50.00	78.54	70.71	N45°35'53"E	90°00'00"
C4	100.00	157.24	141.54	S45°25'17"W	90°05'35"
C5	300.00	43.69	43.65	S4°29'19"W	8°20'36"
C6	50.00	108.49	88.42	S70°49'10"W	124°19'07"
C7	150.00	5.11	5.11	N47°59'53"W	1°57'13"
C8	100.00	70.99	69.51	N20°41'19"E	40°40'23"



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IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT___ DRAWING FOR
ANNEXATION & R-8 RE-ZONE
LEDGESTONE SOUTH SUBDIVISION
LOCATED IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 18
T.2N., R.1E., B.M., ADA COUNTY, IDAHO

JOB NO. 19-104
SHEET NO. 2of2
DWG. DATE 4/29/2020

Exhibit 2.5

DESCRIPTION FOR

LEDGESTONE SOUTH
ANNEXATION AND R-8 REZONE

A portion of the NE1/4 and the NW1/4 of the SE1/4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

PARCEL P1:

Commencing at the C1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence North 74°14'02" East, 772.52 feet to the **REAL POINT OF BEGINNING**;

thence North 00°23'35" East, 537.54 feet;

thence 32.70 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 18°44'01" and a long chord which bears North 09°45'36" East, 32.55 feet;

thence North 19°07'36" East, 53.50 feet;

thence South 70°52'24" East, 210.80 feet;

thence 124.38 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 71°15'59" and a long chord which bears South 35°14'24" East, 116.52 feet;

thence South 00°23'35" West, 457.92 feet;

thence North 89°36'25" West, 290.00 feet to the **REAL POINT OF BEGINNING**. Containing 3.81 acres, more or less.

PARCEL P2:

Commencing at the C1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence North 81°26'47" East, 1434.89 feet to the **REAL POINT OF BEGINNING**;

thence North 00°35'53" East, 654.74 feet;

thence 78.54 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 90°00'00" and a long chord which bears North 45°35'53" East, 70.71 feet;

thence South 89°24'11" East, 240.00 feet;

thence South 00°35'53" West, 414.08 feet;

thence South 89°32'30" East, 270.00 feet;

thence South 89°31'35" East, 476.64 feet;

thence South 00°22'30" West, 189.84 feet;

thence 157.24 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 90°05'35" and a long chord which bears South 45°25'17" West, 141.54 feet;

thence North 89°31'55" West, 937.61 feet to the **REAL POINT OF BEGINNING**. Containing 9.60 acres, more or less.

PARCEL P3:

Commencing at the C 1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence South 79°13'58" East, 916.28 feet to the **REAL POINT OF BEGINNING**;

thence South 89°36'25" East, 290.07 feet;

thence South 00°19'01" West, 216.21 feet;

thence South 00°39'57" West, 93.53 feet;

thence South 00°06'39" East, 76.32 feet;

thence 43.69 feet along the arc of a non-tangent curve to the right, said curve having a radius of 300.00 feet, a central angle of 08°20'36" and a long chord which bears South 04°29'19" West, 43.65 feet;

thence South 08°39'37" West, 51.48 feet;

thence 108.49 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 124°19'07" and a long chord which bears South 70°49'10" West, 88.42 feet;

thence North 47°01'16" West, 325.55 feet;

thence 5.11 feet along the arc of curve to the left, said curve having a radius of 150.00 feet, a central angle of 01°57'13" and a long chord which bears North 47°59'53" West, 5.11 feet;

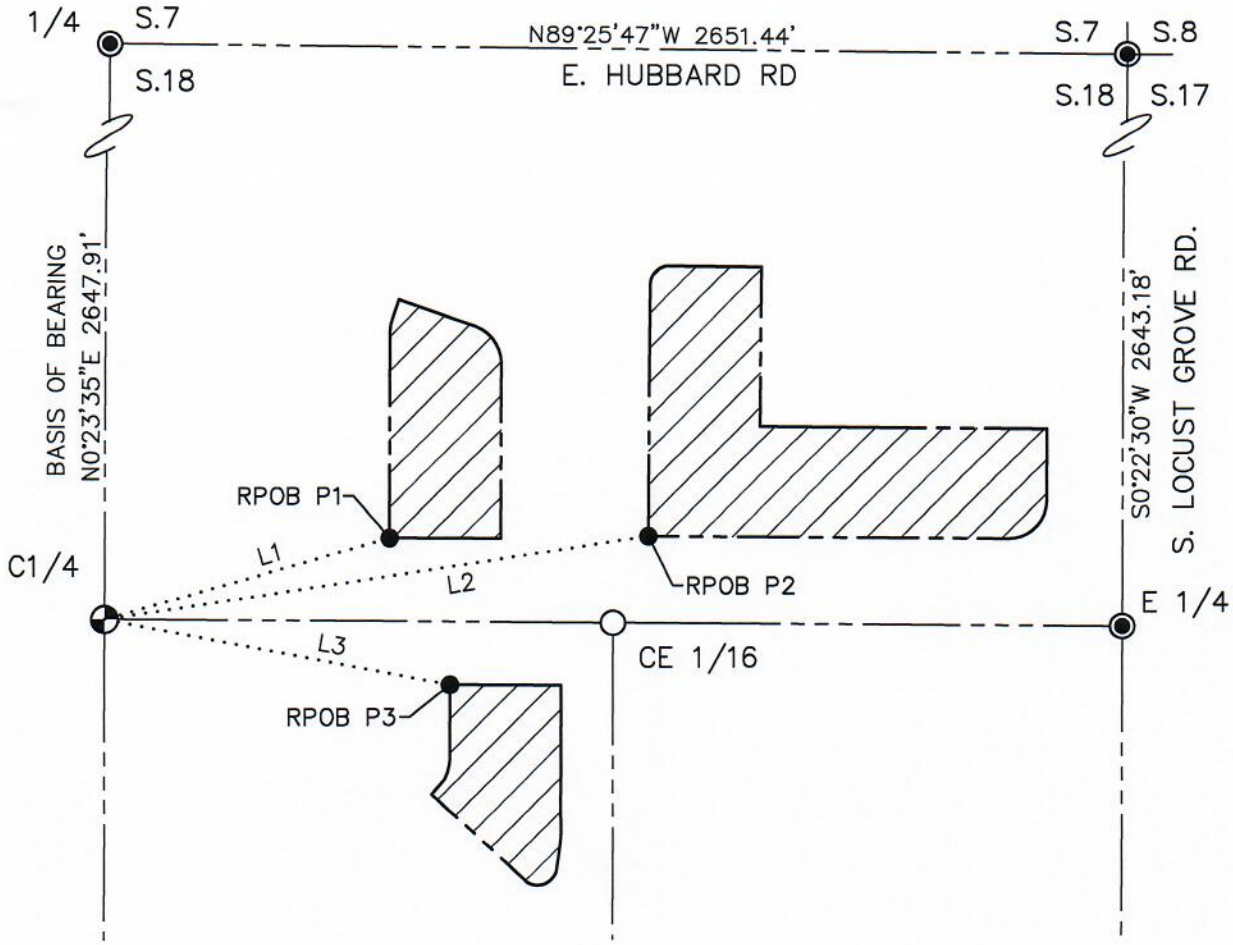
thence North 41°01'31" East, 35.00 feet;

thence 70.99 feet along the arc of curve to the left, said curve having a radius of 100.00 feet, a central angle of 40°40'23" and a long chord which bears North 20°41'19" East, 69.51 feet;

thence North 00°21'08" East, 194.71 feet to the **REAL POINT OF BEGINNING**. Containing 3.04 acres, more or less.

PROFESSIONAL LAND SURVEYOR LICENSED 7729 4/29/2024 STATE OF IDAHO GREGORY G. CARTER

Exhibit 2.5





LINE TABLE		
LINE	LENGTH	BEARING
L1	772.52	N74°14'02"E
L2	1434.89	N81°26'47"E
L3	916.28	S79°13'58"E



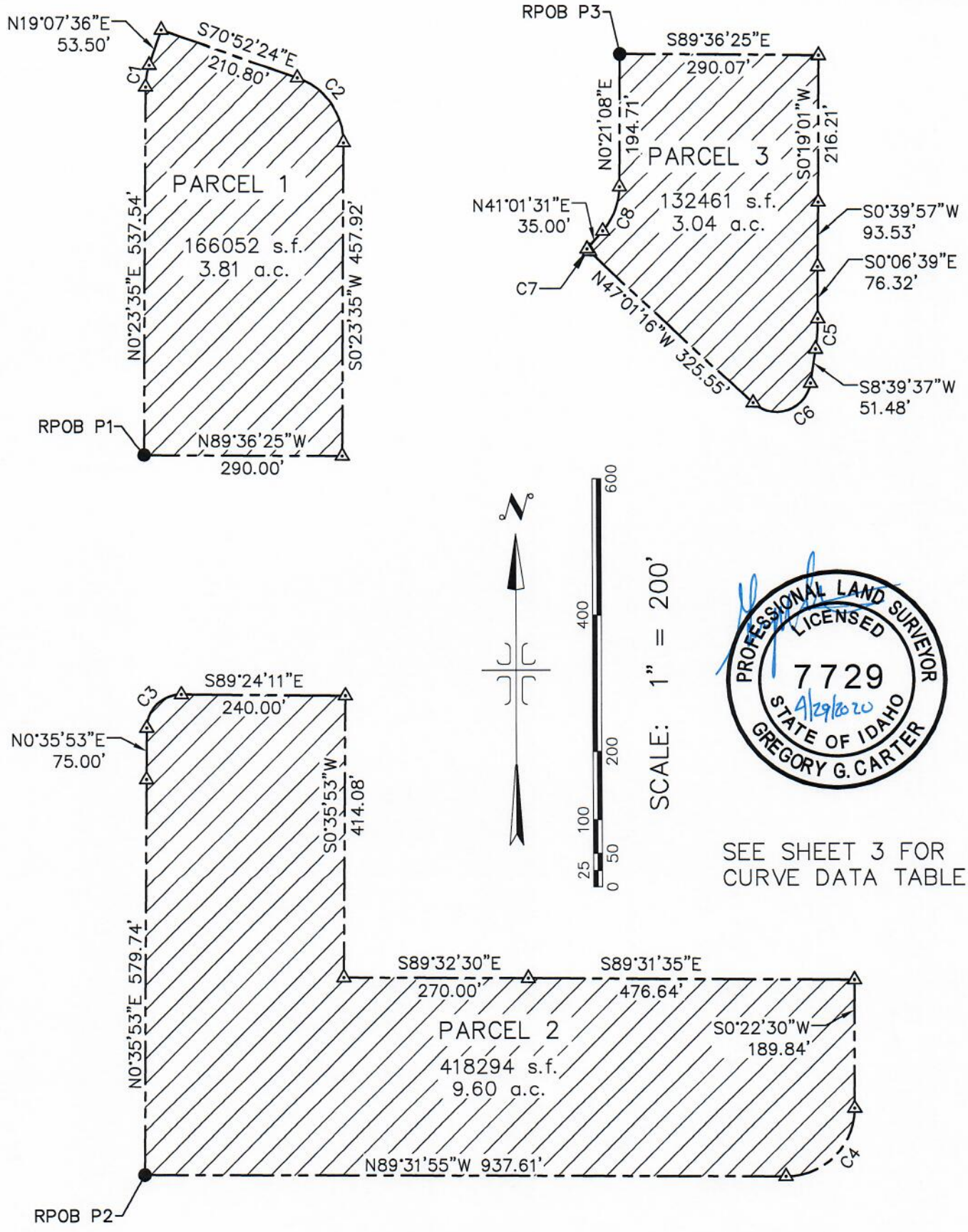
SCALE: 1" = 500'



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IDAHO SURVEY GROUP, LLC 9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570	EXHIBIT__ DRAWING FOR ANNEXATION & R-8 RE-ZONE LEDGESTONE SOUTH SUBDIVISION LOCATED IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 18 T.2N., R.1E., B.M., ADA COUNTY, IDAHO	JOB NO. 19-104 SHEET NO. 1of3 DWG. DATE 4/29/2020

Exhibit 2.5



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IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT___ DRAWING FOR
ANNEXATION & R-8 RE-ZONE
LEDGESTONE SOUTH SUBDIVISION

LOCATED IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 18
T.2N., R.1E., B.M., ADA COUNTY, IDAHO

JOB NO. 19-104
SHEET NO. 2of3
DWG. DATE 4/29/2020

Exhibit 2.5

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	100.00	32.70	32.55	N9°45'36"E	18°44'01"
C2	100.00	124.38	116.52	S35°14'24"E	71°15'59"
C3	50.00	78.54	70.71	N45°35'53"E	90°00'00"
C4	100.00	157.24	141.54	S45°25'17"W	90°05'35"
C5	300.00	43.69	43.65	S4°29'19"W	8°20'36"
C6	50.00	108.49	88.42	S70°49'10"W	124°19'07"
C7	150.00	5.11	5.11	N47°59'53"W	1°57'13"
C8	100.00	70.99	69.51	N20°41'19"E	40°40'23"



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IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT___ DRAWING FOR
ANNEXATION & R-8 RE-ZONE
LEDGESTONE SOUTH SUBDIVISION

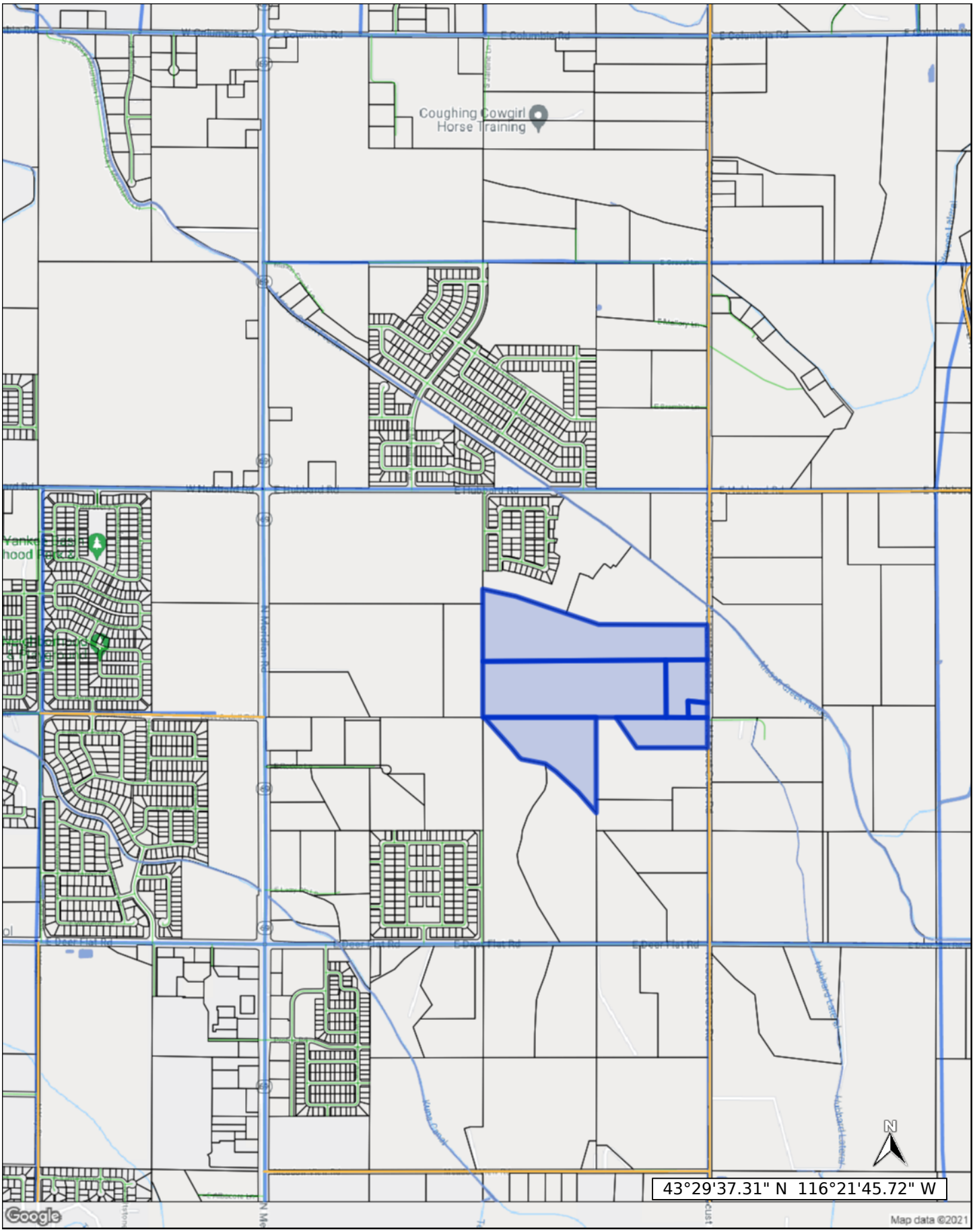
LOCATED IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 18
T.2N., R.1E., B.M., ADA COUNTY, IDAHO

JOB NO. 19-104
SHEET NO. 3of3
DWG. DATE 4/29/2020

landproDATA

Ledgestone South

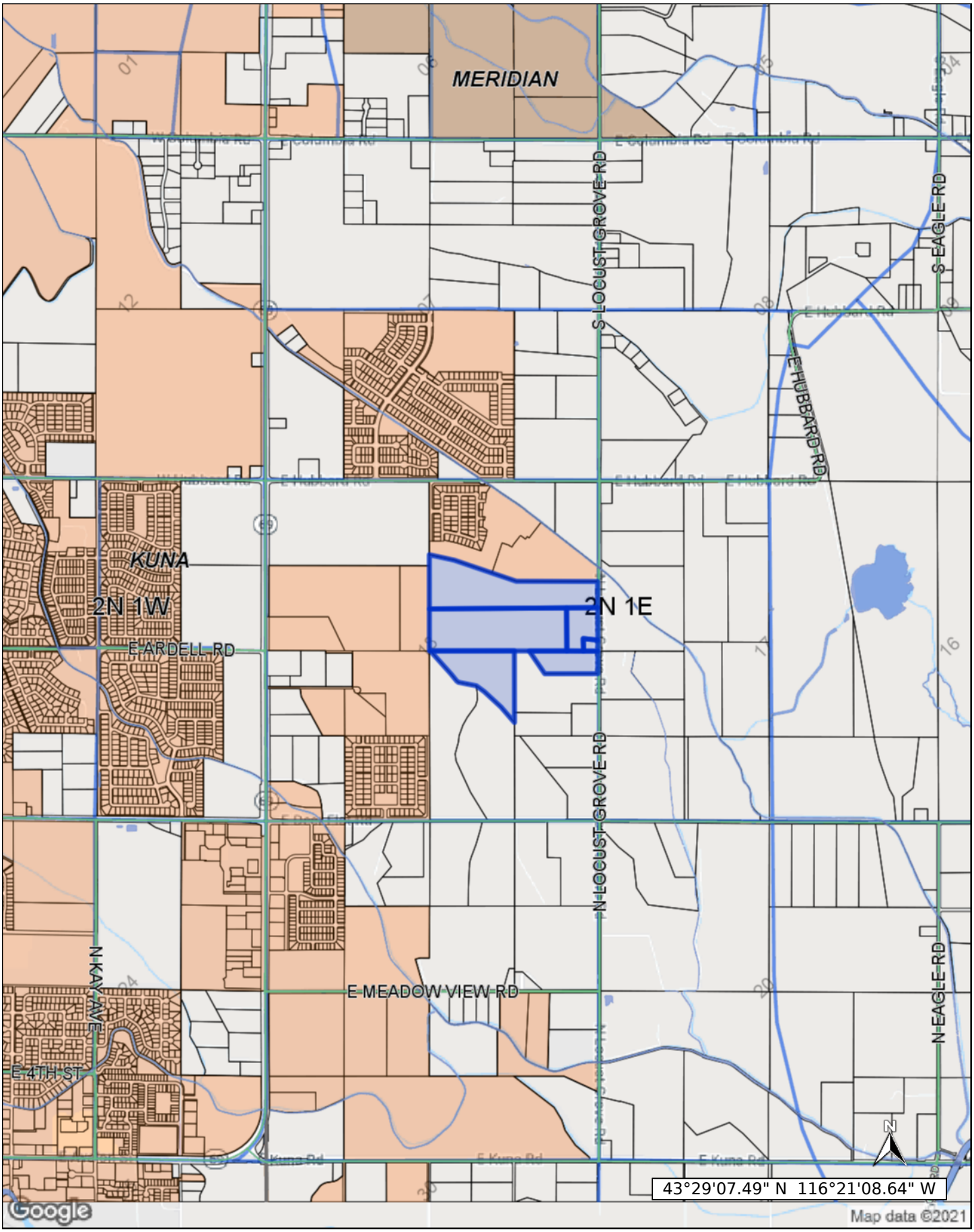
annexation and rezone



Jun 30, 2021 - landproDATA.com
Scale: 1 inch approx 1500 feet

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

Ledgestone South
annexation and rezone



Jun 30, 2021 - landproDATA.com
Scale: 1 inch approx 2000 feet

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

Exhibit 2.8

8107831 WARRANTY DEED 548 1628

FOR VALUE RECEIVED, Kelsie L. Butler and Sheila D. Butler, Husband and wife

the grantor s, do hereby grant, bargain, sell and convey unto

T.J. Johnson and G. Elaine Johnson, husband and wife
whose current address is 1512 Empire Wy.

the grantees, the following described premises, in Ada County Idaho, to wit:

A TRACT OF LAND IN THE NE¼SE¼ OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE-MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE-MERIDIAN, ADA COUNTY, IDAHO; THENCE
NORTH ALONG THE EAST SECTION LINE OF SAID SECTION 18, 2290.26 FEET TO THE REAL POINT OF BEGINNING; THENCE CONTINUING
NORTH ALONG THE SECTION LINE, 352.66 FEET TO THE NORTHEAST CORNER OF THE NE¼SE¼ OF SAID SECTION 18; THENCE
NORTH 89°54' WEST ALONG THE NORTH BOUNDARY LINE OF SAID NE¼SE¼, 1093.67 FEET TO A POINT; THENCE
SOUTH 34°07'54" EAST 428.35 FEET TO A POINT; THENCE
EAST 853.32 FEET TO THE REAL POINT OF BEGINNING.

SUBJECT TO:
GENERAL TAXES FOR THE YEAR 1981 AND SUBSEQUENT YEARS, AN ACCRUING LIEN.

LIENS, LEVIES AND ASSESSMENTS OF THE BOISE-KUNA IRRIGATION DISTRICT.

Lawyers Title
08 -10 A 25 Feb 81
by Linda Clark
8201

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantees, that they the owners in fee simple of said premises; that they are free from all incumbrances EXCEPT THOSE OF PUBLIC RECORD.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 24, 1981

Kelsie L. Butler

Sheila D. Butler

STATE OF IDAHO, COUNTY OF Ada

On this 24th day of February, 1981, before me, a notary public in and for said State, personally appeared Sheila D. Butler

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

Notary Public
Residing at , Idaho
Comm. Expires

STATE OF IDAHO, COUNTY OF Ada

On this 24th day of February, 1981 before me, personally appeared Sheila D. Butler, known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact of Kelsie L. Butler, and acknowledged to me that she subscribed the name of Kelsie L. Butler as principal and her own name as Attorney in Fact.

Notary Public for Idaho, Residing at Boise
My commission expires September 1984

LAWYERS TITLE

25

A

Exhibit 2.8

646 51

8318822

WARRANTY DEED

8317104

FOR VALUE RECEIVED,

LESLIE G. PAULIN AND WANDA N. PAULIN, HUSBAND AND WIFE

the grantors, do hereby grant, bargain, sell and convey unto

T.J. JOHNSON AND G. ELAINE JOHNSON, HUSBAND AND WIFE

whose current address is RT #3, S. Locust Grove Rd., Nampa, Ida. 83686

the grantees, the following described premises, in ADA County Idaho, to wit:

A PARCEL OF LAND SITUATED IN THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE-MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE NORTH-SOUTH MID SECTION LINE OF SAID SECTION 18
NORTH 0°09'07" WEST 2645.80 FEET TO THE CENTER OF SECTION 18, A POINT MARKED BY A BRASS CAP; THENCE ALONG THE EAST-WEST MID SECTION LINE
SOUTH 89°56'09" EAST 13.00 FEET TO A POINT MARKED BY A ONE-HALF INCH IRON BAR, BEING A POINT IN THE CENTERLINE OF AN IRRIGATION DITCH, ALSO BEING THE REAL POINT OF BEGINNING; THENCE CONTINUING
SOUTH 89°56'09" EAST 1313.08 FEET TO A POINT MARKED BY A ONE-HALF INCH IRON BAR. BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE LEAVING SAID LINE AND ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SOUTH 0°05'01" EAST 1115.52 FEET TO POINT IN THE CENTERLINE OF AN IRRIGATION DITCH; THENCE LEAVING SAID LINE AND ALONG THE CENTERLINE OF AN IRRIGATION DITCH THE FOLLOWING COURSES
NORTH 41°06'30" WEST 320.28 FEET TO A POINT (FORMERLY 320.00 FEET); THENCE
NORTH 47°25'30" WEST 354.00 FEET TO A POINT; THENCE
NORTH 53°54'00" WEST 154.82 FEET TO A POINT; THENCE
NORTH 79°07'37" WEST 282.07 FEET TO A POINT; THENCE
NORTH 52°51'22" WEST 37.02 FEET TO A POINT; THENCE
NORTH 38°56'0" WEST 134.23 FEET TO A POINT; THENCE
NORTH 41°54'05" WEST 490.35 FEET TO THE POINT OF BEGINNING.

EXCEPT: DITCH AND ROAD RIGHTS-OF-WAY.

THIS IS BEING RE-RECORDED DUE TO LEGAL DESCRIPTION CHANGE

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances except for those of public record

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: APRIL 6, 1983

LESLIE G. PAULIN

WANDA N. PAULIN

STATE OF IDAHO, COUNTY OF ADA

On this 11th day of APRIL, 1983, before me, a notary public in and for said State, personally appeared

LESLIE G. PAULIN AND WANDA N. PAULIN

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

Notary Public

Residing at Boise, Idaho

Comm. Expires September 1984

STATE OF IDAHO COUNTY OF ADA, ss.

Lawyers Title

05 min past 2 o'clock P.M. April 19 1983

Deputy

2:35 P.M. recording

Lawyers Title

15 min past 12 o'clock P.M. April 19 1983

Deputy

LAWYERS TITLE CO. of IDAHO

4618 EMERALD
PO BOX 9245
PHONE 336-1054
BOISE, IDAHO
ZIP CODE 83704

26

B

Exhibit 2.8

1184000472

WARRANTY DEED

9003078

For Value Received
THE A. E. MONTGOMERY and HELEN B. MONTGOMERY TRUST

the grantor . do es hereby grant, bargain, sell and convey unto
THEONE J. JOHNSON and G. ELAINE JOHNSON, husband and wife,
the grantee s. whose current address is ~~1809 Norcrest Drive, Boise, Idaho, 83705~~

the following described premises, in Ada County Idaho, to-wit:

See Exhibit A attached hereto and made a part hereof.

MAILING ADDRESS.
T. J. JOHNSON
2425 N. LOCUST GROVE RD.
KUNA IDAHO 83634

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor do es hereby covenant to and with the said Grantee s. that ~~it is~~ he owner in fee simple of said premises; that they are free from all incumbrances

and that ~~it is~~ will warrant and defend the same from all lawful claims whatsoever.

Dated: 14th day of May, 1977.

Robert Montgomery Trustee
Robert Montgomery, Trustee

Bruce Montgomery, Trustee

STATE OF IDAHO, COUNTY OF Ada
On this 16th day of May, 1977, before me, a notary public in and for said State, personally appeared BRUCE MONTGOMERY, one of the Trustees of the A. E. MONTGOMERY and HELEN B. MONTGOMERY TRUST,

known to me to be the person who se name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at Boise, Idaho
Comm. Expires 1-14-78

STATE OF IDAHO, COUNTY OF Ada
I hereby certify that this instrument was filed for record at the request of Theone J Johnson
at 45 minutes past 9 o'clock A m., this 19th day of January 1990, in my office, and duly recorded in Book of Deeds at page

INSTRUMENT No.

JOHN BASTIDA
Ex-Officio Recorder
By J. Good Deputy.
Fees $ 12.00
Mail to:

(27) *

(C)

Exhibit 2.8

1184000473

EXHIBIT A

TRACT I:

An irregular tract in the Northeast one-quarter of Section 18, T. 2 N., R. 1 E., Boise Meridian, Ada County, Idaho, and lying Southerly of the Crest Ditch and Northerly of a drain ditch described as follows:

From a point on the East boundary of Section 18, T. 2 N., R. 1 E., Boise Meridian, situated 1208.46 feet North 0°02' West of the quarter section corner between Sections 17 and 18; thence
South 85°01' West along the center line of the Crest Ditch 351.6 feet to the real place of beginning; thence
South 85°01' West along the center line of the drain ditch, 980.3 feet to a point; thence
North 71°14' West along the center line of a drain ditch, 990.00 feet to a point; thence
North 77°40' West along the center line of a drain ditch, 398.64 feet to a point on the North and South center line of Section 18; thence
North 0°02' East along the North and South center line of Section 18, 337.7 feet to a point in the center of the Crest ditch; thence
South 75°01' East along the center line of the Crest Ditch 2324.8 feet to a point; thence
South 41°09' East along the center line of the Crest Ditch 78.95 feet to the real place of beginning.

TRACT II:

Part of the Northeast one-quarter of Section 18, T. 2 N., R. 1 E., Boise Meridian, Ada County, Idaho.

Beginning at the East quarter corner of said Section; thence West 2654.5 feet to center of said Section; thence North 0°2' East 1496.2 feet; thence South 77°40' East, 398.64 feet; thence South 71°14' East, 990 feet; thence North 85°1' East 1331.9 feet; thence South 0°2' East 1208.46 feet to a point of beginning.

EXCEPT roads and ditches and rights of way.

Exhibit 2.8

1184000474

TRACT III:

An irregular tract in the Northeast one-quarter of Section 18, T. 2 N., R. 1 E., Boise Meridian, Ada County, Idaho described as follows:

Beginning at the Quarter Section corner between Sections 7 and 18, T. 2 N., R. 1 E., Boise Meridian; thence North 89°59' East along the Section line 846.6 feet to a point in the center of the Mason Creek Ditch; thence South 56°06' East along the center line of the Mason Creek Ditch 673.11 feet to a point; thence South 52°08' East continuing along the center line of the Mason Creek Ditch 1580.1 feet to a point on the East boundary of Section 18; thence South 0°02' East 93.86 feet to a point in the Center of the Crest Ditch; thence South 85°01' West along the center line of the Crest Ditch 351.6 feet to a point; thence North 41°09' West continuing along the center line of the Crest Ditch 78.95 feet to a point; thence North 75°01' West continuing along the center line of the Crest Ditch 2324.8 feet to a point on the North and South center line of Section 18; thence North 0°02' East 814 feet to the place of beginning.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

subject to all easements and rights of way of record or appearing on the land;

subject, also, to taxes and assessments levied and assessed for the year 1977, which are now liens but not yet due nor payable.

Exhibit 2.8

1184000475

STATE OF ~~NEW YORK~~ Michigan)
: ss.
County of Leelanau)

On the 21 day of May, 1977, before me, personally came ROBERT MONTGOMERY, one of the Trustees of the A. E. MONTGOMERY and HELEN B. MONTGOMERY TRUST, to me, known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Mary Ellen Long

NOTARY PUBLIC FOR ~~NEW YORK~~ Michigan
Residence: Leland, Michigan 49654
Expiration Date - October 18, 1977

This document is being recorded as a service at the request of T. J. Johnson. No seal on the Notary

ACCOMMODATION
RECORDING

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 VICTORIA BAILEY
TITLEONE BOISE

2018-103100
10/29/2018 04:27 PM
$15.00

Quitclaim Deed

For value received, **Theone J. Johnson and G. Elaine Johnson, husband and wife**

Does hereby convey, release, remise, and forever quit claim unto

Theone J. Johnson and G. Elaine Johnson, husband and wife

whose current address is 2425 N. Locust Grove Rd., Kuna, ID 83634,

the following described premises:

See Parcel B, attached hereto and made a part hereof.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date: 10/29/2018

See attached signature page

D

Exhibit 2.8

Theone J. Johnson

G. Elaine Johnson

State of Idaho, County of ~~Ada~~ Ada, ss.

On this 29th day of October in the year of 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Theone & Elaine Johnson known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Fred DePold, Notary Public
Residing at: meridian Idaho
My Commission Expires: 12-18-2023
(seal)

FRED DEPOLD
NOTARY PUBLIC
MY COMMISSION
EXPIRES 12-18-2023
STATE OF IDAHO
COMMISSION NUMBER 43783

DESCRIPTION FOR
T.J. JOHNSON – PARCEL B

A parcel of land located in the NE 1/4 of Section 18, T.2N., R.1E., B.M., Ada County, Idaho more particularly described as follows:

Commencing at the NE corner of said Section 18 from which the E 1/4 corner bears South 00°22'30" West, 2643.18 feet;

thence along the East boundary line of said Section 18 South 00°22'30" West, 1,561.24 feet to the **REAL POINT OF BEGINNING;**

thence continuing along said East boundary line South 00°22'30" West, 1,081.94 feet to the E 1/4 corner of said Section 18;

thence along the East-West centerline of said Section 18 North 89°31'55" West, 2,652.27 feet to the C 1/4 of said Section 18;

thence along the North-South centerline of said Section 18 North 00°23'35" East, 1,496.20 feet;

thence leaving said North-South centerline South 77°18'25" East, 398.64 feet;

thence South 70°52'25" East, 1,021.82 feet;

thence South 89°24'07" East, 1,294.76 feet to the **REAL POINT OF BEGINNING.** Containing 72.94 acres, more or less.



ADA COUNTY RECORDER Phil McGrane BOISE IDAHO Pgs=3 CHE FOWLER TITLEONE BOISE	**2019-127517** **12/19/2019 12:34 PM** $15.00

TitleOne
a title & escrow co.

Order Number: 19350969

Warranty Deed

For Value Received,

T. J. Johnson also known as Theone J. Johnson and G. Elaine Johnson, husband and wife, the Grantor, does hereby grant, bargain sell and convey unto, **Heartland Townhomes Property Management, LLC, an Idaho limited liability company, as to an undivided 78.13% interest and JRL Properties L.P., an Idaho limited partnership, as to an undivided 21.87% interest**, whose current address is **9839 W. Cable Car St., Ste 101, Boise, ID 83709,** the Grantee, the following described premises, in **Ada County, Idaho,** To Wit:

EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of this page intentionally left blank.

Exhibit 2.10

Dated: 12/19/19

T. J. Johnson

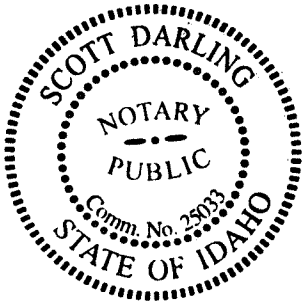
G. Elaine Johnson

State of Idaho, County of Ada, ss.

On this 19th day of December in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared T. J. Johnson and G. Elaine Johnson, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public
Residing In:
My Commission Expires:
(seal)

Residing at: Boise, ID
Commission expires: 11/28/2025



DESCRIPTION FOR
32.54 ACRE PURCHASE PARCEL
LEDGESTONE SUBDIVISION

A parcel of land located in the NE 1/4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the NE corner of said Section 18 from which the E 1/4 corner bears South 00°22'30" West, 2643.18 feet;

thence along the East boundary line of said Section 18 South 00°22'30" West, 1,561.24 feet to the **REAL POINT OF BEGINNING;**

thence continuing along said East boundary line South 00°22'30" West, 407.58 feet;

thence leaving said East boundary line North 90°00'00" West, 2652.12 feet to a point on the North-South centerline of said Section 18;

thence along said North-South centerline North 00°23'35" East, 843.50 feet;

thence leaving said North-South centerline South 77°18'25" East, 398.64 feet;

thence South 70°52'25" East, 1,021.82 feet;

thence South 89°24'07" East, 1,294.76 feet to the **REAL POINT OF BEGINNING**. Containing 32.54 acres, more or less.

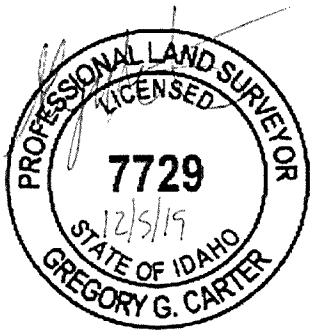


Exhibit 2.11

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho)
) ss.
County of Ada)

I, 207 LLC / Fred Depold , 6750 W. Lazy Diamond C Lane
Name **Address**

Meridian , Idaho 83646
City **State** **Zip Code**

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to Gem State Planning (Name) 9840 W. Overland Road, Suite 120, Boise, ID 83709 (Address) to submit the accompanying application pertaining to that property.

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

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

Dated this 20th day of July, 20 20

Signature

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

Notary Public for Idaho

Residing at: Boise ID

My commission expires: 9/6/2025

DAVID LABRIE Comm. No. 50138 NOTARY PUBLIC Expires 09/06/2025 STATE OF IDAHO

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho)
) **ss.**
County of Ada)

I, John A Laude, Sr., Heartland Townhomes Property Management, LLC 9839 W. Cable Car Street, Suite 101
Name **Address**

Boise , Idaho 83709
City **State** **Zip Code**

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to Gem State Planning (Name) 9840 W. Overland Road, Suite 120, Boise, ID 83709 (Address) to submit the accompanying application pertaining to that property.

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

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

Dated this 3rd day of April, 20 20

Signature

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

Notary Public for Idaho

Residing at: Boise ID

My commission expires: 9/6/2025

DAVID LABRIE
Comm. No. 50738
NOTARY PUBLIC
Expires: 09/06/2025
STATE OF IDAHO

Neighborhood Meeting Certification

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

KUNA Planning & Zoning

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: Ledgestone South - annexation and rezone to R-6 and R-8

Date of Meeting: June 30,2021 Time: 6 pm

Meeting Location: open space at Ledgestone Sub. on New Morning Avenue

Site Information

Location: Quarter _____ Section 18 Township 2N Range 1E Total Acres 99.8

Subdivision Name: Ledgestone South (proposed) Lot ____ Block ____

Address: 2425 N. Locust Grove Road + surrounding parcels

Parcel No(s).: S1418427800, S1418417200, S1418123460, S1418123496, S1418123498, S1418123490

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: Heartland Townhomes Property Management, TJ Johnson

Address: 9839 W. Cable Car Street, Suite 101, Boise, ID 83709

Contact Person

Name: Jane Suggs

Business Name (if applicable): Gem State Planning

Address: 9839 W. Cable Car Street, Suite 101, Boise, ID 83709

Phone: 208-602-6941 Email: jane@gemstateplanning.com

Applicant

Name: Jane Suggs / Gem State Planning

Address: 9839 W. Cable Car Street, Suite 101, Boise, ID 83709

Phone: 208-602-6941 Email: jane@gemstateplanning.com

I, Jane Suggs, *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: Jane Suggs Date: 7/1/21

Ledgestone South – annexation and rezone
Neighborhood Meeting
Wednesday, June 30, 2021
6 pm

	Name	Address	Email / Phone
1.			
2.			
3.			
4.			
5.			
6.			
7.			
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16.			
17.			
18.			
19.			
20.			

NEIGHBORHOOD MEETING MINUTES

Meeting Date: 6/30/21 Number of Attendees: 0

Location: open space in Ledgestone Subdivision on New Morning Avenue

Project Description: annexation of approximately 100 acres and rezone to R-6 and R-8

Attendee Comments or Concerns: no comments

I, Jane Suggs, *hereby certify the above information and the information provided within these forms is true, complete and correct to the best of my knowledge.*

Applicant Signature: Jane Suggs Date: 7/1/21

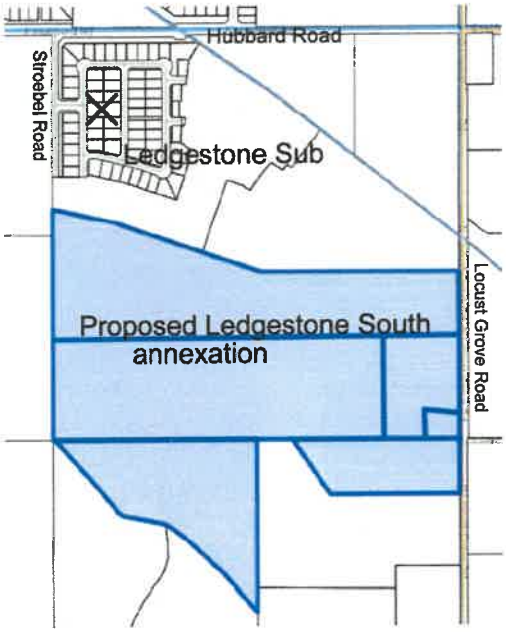
Gem State Planning, LLC

June 23, 2021

Subject: Ledgestone South – annexation of property for a new residential community

Dear Neighbors:

You and your family are invited to attend a neighborhood meeting to discuss the plans to annex property into the City of Kuna. The property is located just south of the Ledgestone Subdivision, which is currently under construction on Stroebel Road, south of Hubbard Road.



You may recall receiving neighborhood meeting notifications about a similar project in November 2019 and February 2020.

Our current request to the City of Kuna will be for **annexation and zoning only**. We do not plan to file applications for a subdivision, so there will be no plans to display at the meeting.

Our meeting will be held on Wednesday, June 30, 2021, at 6 pm. We will meet in the grassy area of Ledgestone Subdivision, shown with an X on the map above.

If you have any questions about the meeting or the proposed annexation, please do not hesitate to e-mail me at jane@gemstateplanning.com or call me at 208-602-6941.

Sincerely,

Jane Suggs

300 FT Property Owner Information - Ledgestone South - APNs: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800, S1418417200

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
KIRKHAM GRANT E TRUST	KIRKHAM ROBERTA M TRUST	1857 N LOCUST GROVE RD	KUNA, ID 83634-0000
LEDGESTONE HOA INC		289 SW 5TH AVE	MERIDIAN, ID 83642-0000
CHALLENGER DEVELOPMENT INC		1977 E OVERLAND RD	MERIDIAN, ID 83642-0000
SELECT DEVELOPMENT & CONTRACTING LLC		PO BOX 1030	MERIDIAN, ID 83680-0000
DEERE BENJAMIN F	DEERE KENDA J	2440 N LOCUST GROVE RD	KUNA, ID 83634-0000
BEATTY MELVIN GEORGE JR	BEATTY MARIE	2390 N LOCUST GROVE RD	KUNA, ID 83634-0000
JRL PROPERTIES LP		9839 W CABLE CAR ST STE 101	BOISE, ID 83709-0000
GARRETT BRUCE	JOHNSON-GARRETT ROBYN	2933 N LOCUST GROVE RD	KUNA, ID 83634-0000
ENDURANCE HOLDINGS LLC		1977 E OVERLAND RD	MERIDIAN, ID 83642-0000
HEARTLAND TOWNHOMES PROPERTY MANAGEMENT LLC	JRL PROPERTIES LP	9839 W CABLE CAR ST STE 101	BOISE, ID 83709-0000
207 LLC		6750 W LAZY DIAMOND C LN	MERIDIAN, ID 83646-5076
HEARTLAND TOWNHOMES PROPERTY MANAGEMENT LLC		9839 W CABLE CAR ST STE 101	BOISE, ID 83709-0000
JOHNSON T J	JOHNSON G ELAINE	4357 E VACHERON ST	MERIDIAN, ID 83642-0000
KOUDELKA J J JR	KOUDELKA MADGE H	PO BOX 1564	NAMPA, ID 83653-1564
BARTON COREY		1977 E OVERLAND RD	MERIDIAN, ID 83642-0000
STAGG ROGER L & JOSETTE M REVOCABLE LIVING TRUST	STAGG ROGER L TRUSTEE	2303 N LOCUST GROVE RD	KUNA, ID 83634-1313
MANNING AUSTIN	MANNING ROSIE	2800 E DEER FLAT RD	KUNA, ID 83634-0000
GROTHAUS DANIEL LEE &	GROTHAUS SHIRLEY LOUISE	2404 DEER FLAT	KUNA, ID 83634-0000
WILLIAMS-BLACK MICHAEL	WILLIAMS-BLACK HEIDI	2930 E DEER FLAT RD	KUNA, ID 83634-0000

Exhibit 2.13

Exhibit 2.14

City of Kuna
COMMITMENT TO PROPERTY POSTING

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

Per City Code 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 or the application (s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City 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.

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

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8

Jane Seyn
Applicant/agent signature

12/10/19
Date

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

Catherine Feistner, E.I.T.
Assistant 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 **- Assistant City Engineer**

Date: **26 October 2021**

RE: **Public Works Comments**

Ledgestone South Subdivision – 21-07-AN (Annexation)

The Ledgestone South Subdivision, 21-07-AN, annexation request dated 15 September 2021 has been reviewed. The applicant wishes to annex with a City of Kuna (City) R-6 & R-8 (medium density residential) zones. 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 can support this application once there is available sewer capacity for this project. The Public Works Department is unable to provide sewer capacity until the 18-in. force main project is complete. The Ledgestone South Subdivision can serve as a critical redundancy component to existing infrastructure in this area by means of creating needed potable water looping, irrigation looping and irrigation storage.

Comments may be expanded or refined in connection with the 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 approximately 100 acres to be annexed into the City of Kuna with an intent of R-6 & R-8 zoning designation upon annexation.
b) Equivalent Dwelling Units (EDUs) are reckoned at approximately 3.18 people per household. The resultant projected population for this subdivision is approximately 2,009.
c) At least two access points are required in Phase I per Kuna Rural Fire District (KRFD) or no more than thirty (30) certificates of occupancy will be issued.
d) Areas for outside activities are incorporated into the project. Connection to the City of Kuna pathways presents a long-term goal that should be considered.
e) A plan approval letter will be required if this project affects any local irrigation districts.
f) Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
g) All positional information shall be from the most recent state plane coordinate system.
h) Provide engineering certification on all final engineering drawings.
i) 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.
j) Fire suppression shall be available and approved by KRFD.
k) 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 subdivision.
f) Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4) Sanitary Sewer Connection

a) The applicant's property is not connected to City services. 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.
b) All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality (DEQ) requirements. Documentation shall be provided to the City of Kuna.
c) The closest connection point is located directly north in the Ledgestone Subdivision. However, the Patagonia Lift Station flows into the Danskin Lift Station Basin which is currently at capacity.
d) This development may be asked to participate in cost-sharing to upgrade pumps at Patagonia Lift Station.

e) Sewer must provide connectivity for surrounding developments.
f) No cleanouts are permitted at the end of runs in lieu of manholes per Kuna City Code 6-4-2-B.14.
g) All sewer infrastructure must meet or exceed City of Kuna requirements.
h) Sewer flow models will be required to verify and accommodate pipe sizes.
i) Sewer connection fees apply to each lot containing a home or other facility.
j) This application shall conform to the sewer masterplan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5) Potable Water Connection

a) The applicant's property is not connected to City services. 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. It is expected the applicant will connect to City water services, in accordance with the City's "to and through" policy in Kuna City Code 6-4-2.
b) All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.
c) The closest connection point is located directly north in the Ledgestone Subdivision. Connection at the southwest corner of this property on Stroebel Rd will be required to provide looping.
d) All water infrastructure must meet or exceed City of Kuna requirements.
e) Water flow models will be required to verify and accommodate adequate water supply and fire suppression.
f) Water connection fees apply to each lot containing a home or other facility.
g) Fire hydrants are required in a layout acceptable to the KRFD.

6) Pressurized Irrigation

a) The applicant's property is not connected to City services. City Code 6-4-2 requires the subdivision to connect to the City municipal irrigation system. City Code 5-16-3-B.2 states pressurized irrigation utilities shall be extended to each parcel when pressurized irrigation is available within three hundred (300) feet of the parcels. It is expected the applicant will connect to City pressurized irrigation services, in accordance with the City's "to and through" policy in Kuna City Code 6-4-2.
b) The developer is expected to design and construct an irrigation pump and pond during the initial phases of this project.
c) Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
d) The closest connection point is located directly north in the Ledgestone Subdivision. Providing a connection point at the southwest corner on Stroebel Rd will be required for looping.
e) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
f) Annexation into the municipal irrigation system and pooling of water rights is a requirement of the final plat approval.
g) Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
h) Pressurized irrigation flow model will be required to verify and accommodate adequate pressurized irrigation supply.

i) All residential, common lots, and open areas with irrigation are required to connect to the pressurized irrigation system and to pay the associated connection and assessment fee.

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) The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.

c) 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.

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.

e) Sidewalks, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.

8) As-Built Drawings

a) As-built (record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product.

b) *Correct and verified* a*s-built (record drawings) drawings will be required before occupancy or final plat approval is granted.*

9) Exhibits

a) No maps are included to support Public Works comments.

Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

September 29th, 2021

To: Trilogy Development, Inc.
9839 W Cable Car Street
Suite #101
Boise, ID 83709

Subject: KUNA21-0007/ 21-07-AN
2425 N Locust Grove Road
Ledgestone South Subdivision

On August 3rd, 2020, the Ada County Highway District approved Ledgestone South Subdivision/ KPP19-0009/ 20-01-AN/ 20-07-DR/ 20-03-S for an annexation, rezone, and preliminary plat to develop 393 buildable lots and 44 common lots on 97 acres. The site-specific conditions of approval also apply to Ledgestone South Subdivision/ KUNA21-0007/ 21-07-AN.

If you have any questions, please feel free to contact me at (208) 387-6346.

Sincerely,

Brenna Garro

Brenna Garro
Planner 1
Development Services

cc: City of Kuna (Troy Behunin), via email
Gem State Planning (Jane Suggs), via email

Exhibit 2.16

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).Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
2. In accordance with District policy, 7203.6, 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.
3. 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.
4. 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.
5. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
6. 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.
7. 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.
8. 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.
9. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
10. 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.
11. 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.

Exhibit 2.16

Development Services Department

Project/File: **Ledgestone South Subdivision/ KPP19-0009/ 20-01-AN/20-07-DR/20-03-S**
This is an annexation and rezone application to annex 97 acres with an R-6 and R-8 zoning district and a preliminary plat application to develop 393 buildable lots and 44 common lots on 97 acres.

Lead Agency: City of Kuna

Site address: 2425 N. Locust Grove Road

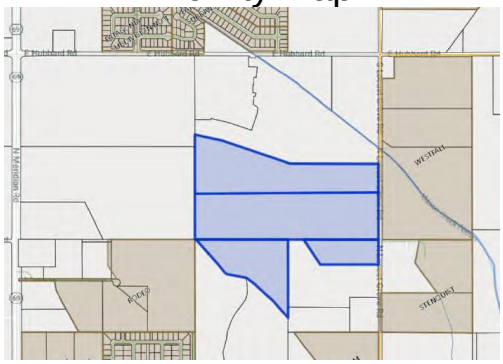
Staff Approval: August 3, 2020

Applicant: Trilogy Development, Inc.
9839 W. Cable Car Street, Suite 101
Boise, ID 83709

Representative: Jane Suggs
Gem State Planning
9840 W. Overland Road, Suite 120
Boise, ID 83709

Staff Contact: Paige Bankhead, E.I.
Phone: 387-6293
E-mail: pbankhead@achdidaho.org

Vicinity Map



A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of an annexation and rezone application to annex 96.6 acres with a R-6 and R-8 zoning district and 0.4 acres with an R-6 zoning district totaling 97 acres. The applicant is also requesting approval of a preliminary plat application to develop 393 buildable lots and 44 common lots on 96.6 acres.

   The City of Kuna's Future Land Use Map designates this area as medium density residential.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Medium Density Residential	R-6
South	Rural Urban Transition (Ada County)	RUT
East	Rural Urban Transition (Ada County)	RUT
West	Commercial	C-1

3. **Site History:** ACHD has not previously reviewed this site.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

- Patagonia Subdivision, consisting of 470 single-family residential lots, located north of this site was approved by ACHD in October 2014 and is in various stages of development.
- Ledgestone Subdivision, consisting of 253 single-family residential lots, located directly north of the site, was approved by ACHD in January 2019.

5. **Transit:** Transit services are not available to serve this site.

6. **New Center Lane Miles:** The proposed development includes 4.28 centerline miles of new public road.

7. **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.

8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
   - The intersection of SH-69 (Meridian Road) and Hubbard Road is listed in the CIP to be widened to 6-lanes on the north leg, 5-lanes on the south, 4-lanes east, and 3-lanes on the west leg, and signalized between 2031 and 2035.
   - The intersection of Lake Hazel Road and Locust Grove Road is listed in the CIP to be reconstructed as a single lane roundabout to be widened to 3-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 3-lanes on the west leg with a westbound bypass right turn bypass lane between 2026 and 2030.

12. **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 Locust Grove Road abutting the site as a Level 2 facility and the new east-west and north-south MSM collector roads as Level 1 facilities. The applicant will construct the new collectors consistent with the MSM and the Roadways to Bikeways Master plan.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 3,710 additional vehicle trips per day (10 existing); 393 additional vehicle trips per hour in the PM peak hour (1 existing), based on the traffic impact study.

2. **Traffic Impact Study**
   WHPacific prepared a traffic impact study for the proposed Ledgestone Subdivision. An executive summary of the findings **as presented by WHPacific can found in Attachment 3**. The executive summary is **not the opinion of ACHD staff**. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices, and may have additional requirements beyond what is noted in the summary. ACHD Staff comments on the submitted traffic impact study can be found below under staff comments.

   a. Policy
   Mitigation Proposals: Mitigation recommendations shall be provided within the report. At a minimum, for each roadway segment and intersection that does not meet the minimum acceptable level of service planning threshold or v/c ratio, the report must discuss feasible

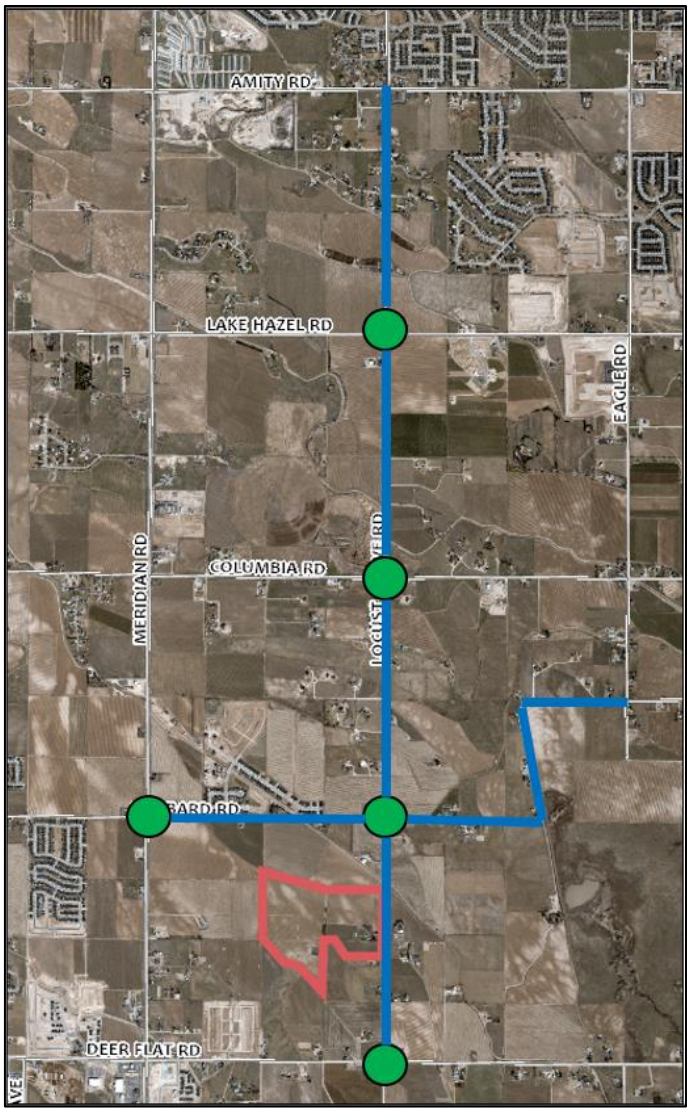
measures to avoid or reduce the impact to the system. To be considered adequate, measures should be specific and feasible. Mitigation may also include:

- Revision to the Phasing Plan to coincide with the District's planning Capital Projects.
- Reducing the scope and/or scale of the project.

Alternative Mitigation Measures: 7106.7.3 states that if traditional mitigation measures such as roadway widening and intersection improvements are infeasible as determined by ACHD, the TIS may recommend alternative mitigation measures. Alternative mitigation measures shall demonstrate that impacts from the project will be offset.

- If the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP); no alternative mitigation is required.
- If the impacted roadway segments and/or intersections are not programmed in either the IFYWP or the CIP; the applicant may (i) analyze the shoulder hour and (ii) provide a safety analysis to determine alternative mitigation requirements.
    - If the impacted roadway segments and intersections meet the minimum acceptable level of service planning thresholds in the shoulder hour the applicant may suggest feasible alternative mitigation such as: sidewalks, bike facilities, connectivity, safety improvements, etc. within 1.5 miles of the proposed development.
    - If the shoulder hour planning thresholds are exceeded the applicant may request to enter into a Development Agreement and pay into the Priority Corridor Fund an amount determined by the ACHD to offset impacts from the project.
- Alternative Mitigation may also include:
    - Revision to the Phasing Plan to coincide with the District's future Capital Projects.
    - Reducing the scope and/or scale of the project.

Level of Service Planning Thresholds: District Policy 7206.4.1 states that, Level of Service Planning Thresholds have been established for principal arterials and minor arterials within ACHD's Capital Improvement Plan and are also listed in section 7106. Unless otherwise required to provide a Traffic Impact Study under section 7106, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that currently exceeds the minimum acceptable level of service planning threshold or V/C ratio.



Intersections (green circle) and Roadway Segments (blue lines) analyzed in the TISS

Staff Comments/Recommendations: Staff has reviewed the submitted traffic impact study (TIS) and generally agrees with the findings and recommendations. The TIS notes that all roadway segments and intersections meet ACHD's minimum operational thresholds for the existing traffic conditions.

The TIS recommends improvements to Hubbard Road from SH-69 to Locust Grove Road and from Locust Grove Road to Eagle Road. However, the site traffic is less than 10% of the 2025 total traffic. Therefore, no improvements are required for this segment of Hubbard Road consistent with District's Level of Service Planning Thresholds policy, that states a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that currently exceeds minimum acceptable level of service planning threshold or V/C ratio.

The TIS recommends the following improvements for the roadway segments that exceed ACHD thresholds for the 2025 background and 2025 total traffic. The percentage of site traffic for the 2025 total traffic is noted.

- Locust Grove Road
  - Deer Flat to Hubbard (17%) - Continuous center turn lane

- Hubbard to Columbia (13%) - 2 through lanes in each direction with a center turn lane
- Lake Hazel to Amity (13%) - 2 through lanes in each direction with a center turn lane
- Columbia Road to Lake Hazel Road (18%) – Continuous center turn lane

The roadway segments that are anticipated to exceed ACHD's acceptable level of service thresholds are not scheduled for improvements in ACHD's IFYWP or CIP, with the exception of Locust Grove Road from Lake Hazel Road to Amity Road which is listed in the draft CIP to be widened to 3-lanes and is anticipated to adopted in August 2020. The TIS notes that this segment of Locust Grove Road meets the level of service planning thresholds for a 3-lane minor arterial for the 2025 background traffic, but exceeds the thresholds the 2025 total traffic and should be widened to 5-lanes to mitigate the 2025 total traffic. The TIS notes that there are 254 existing PM peak hour trips for this segment of Locust Grove Road; allowing an additional 321 PM peak hour trips on this segment of Locust Grove Road before reaching ACHD's acceptable level of service planning threshold of 575 PM peak hour trips for a 2-lane minor arterial roadway and 466 PM peak hour trips for a 3-lane minor arterial roadway. Apex Northwest Subdivision has proposed to enter a Cooperative Development Agreement to widen a portion of this segment of Locust Grove Road to 3-lanes abutting their site. If this segment of Locust Grove Road is not widened to 3-lanes prior to ACHD's approval of the final plat or plan that contains the 322nd building lot, then the applicant will need to recommend alternative mitigation measures in an updated traffic impact study prior to ACHD's plan approval and signature on the final plat that contains the 322nd building lot. Additional widening or improvements to Locust Grove may not be feasible since there is not enough right-of-way for the recommended improvements to be made at this time. As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements.

All roadway segments listed above are located off-site with the exception of a portion of Locust Grove Road from Deer Flat Road to Hubbard Road that abuts the site. The TIS recommends that this segment of Locust Grove Road be widened to 3-lanes for the 2025 background traffic, and subsequently the 2025 total traffic. Consistent with District policy for Level of Service Planning Thresholds, the applicant should be required to improve this segment of Locust Grove Road since the site's peak hour trips are greater than 10% of the 2025 total traffic. However, this improvement may infeasible since there is not enough right-of-way for the recommended improvements to be made at this time on this segment. Therefore, staff recommends that the applicant be required to recommend alternative mitigation measures in an updated traffic impact study prior to ACHD's approval of the final plat or plan that contains the 301st building lot since there is not enough right-of-way to widen this segment of Locust Grove Road to 3-lanes. As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements.

The TIS recommended widening Locust Grove Road from Columbia Road to Lake Hazel Road to 3-lanes to mitigate the 2025 total traffic. However, the TIS notes that this segment of Locust Grove Road is only anticipated to be over the acceptable level of service planning thresholds by 16 peak hour trips for the 2025 total traffic. Therefore, staff recommends that no improvements be required with this development application. Improvements for this segment of Locust Grove Road may be required in the future based on findings of future traffic impact studies.

The TIS recommends widening Locust Grove Road from Hubbard Road to Columbia Road to 3-lanes to mitigate the 2025 background traffic and widen to 5-lanes to mitigate the 2025 total traffic. Consistent with District policy for Level of Service Planning Thresholds, the applicant should be required to improve this segment of Locust Grove Road since the site's peak hour trips are greater than 10% of the 2025 total traffic. However, this improvement is infeasible at this time as there is currently not enough right-of-way for the recommended improvements to be made at this time. Therefore, staff recommends that the applicant be required to recommend alternative mitigation measures in an updated traffic impact study prior to ACHD's approval of the final plat or plan that contains the 301st building lot.

The TIS recommends the following improvements for the intersections that exceed ACHD thresholds for the 2025 background and 2025 total traffic. The percentage of site traffic for the 2025 total traffic is noted.

- Hubbard Road/Locust Grove Road (16.7%)– Traffic Signal with left turn lanes on all approaches.
- Columbia Road/Locust Grove Road (11.4%) – Traffic Signal with left turn lanes on all approaches.
- Lake Hazel Road/Locust Grove Road (8.9%) – Traffic Signal with left and right turn lanes on all approaches.

The site traffic is less than 10% of the 2025 total traffic at the intersection of Lake Hazel Road and Locust Grove Road. Therefore, no improvements are required for this segment of Hubbard Road consistent with District's Level of Service Planning Thresholds policy, that states a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that currently exceeds minimum acceptable level of service planning threshold or V/C ratio.

Ledgestone Subdivision has been required to convert the Locust Grove Road/Hubbard Road intersection to an all-way stop control intersection prior to plan approval and ACHD's signature on the final plat that contains the 225th lot. The applicant should coordinate the installation of the traffic signal if it is proposed to be installed before converting the intersection to an all-way stop control intersection.

The TIS recommends installing a traffic signal and left turn lanes on all approaches at Hubbard Road/Locust Grove Road and Columbia Road/Locust Grove Road to mitigate the 2025 background traffic and 2025 total traffic. These intersections are not listed in the CIP or IFYWP. Prior to ACHD's signature on the final plat which contains the 301st building lot the applicant should be required to submit an updated traffic impact study to staff for review for the Locust Grove Road/Columbia Road intersection and the Locust Grove Road/Hubbard Road intersection.

The peak hour trip counts for improvement thresholds for intersections and roadway segments were not originally included in the TIS. The peak hour trip thresholds for the installation of signals at the study intersections were higher than the thresholds noted above, however, there are several developments proposed in the area and there is substantial growth proposed. Therefore, the peak hour traffic thresholds for improvements was reduced to ensure the intersections are improved when necessary.

To verify the assumptions of the TIS and to ensure that improvements are made when necessary to serve the site the application should be required to submit an updated traffic impact study prior to ACHD signature on the final plat that contains the 301st building lot. The updated TIS should include all of the study area intersections and roadway segments included in the original study. A shoulder hour analysis should be provided per ACHD policy 7106.7.3 for all offsite roadway segments. Additional improvements may be required based on the findings of the updated traffic impact study.

The applicant should construct a dedicated southbound right-turn lane on Locust Grove Road at Ardell Road when Ardell Road is constructed to intersect Locust Grove Road, as recommended by the TIS.

3. 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
Hubbard Road (SH-69 to Locust Grove Rd)	0-feet	Minor Arterial	47	Better than "D"
Hubbard Road (Locust Grove to Eagle Rd)	0-feet	Minor Arterial	19	Better than "D"
Locust Grove Road (Deer Flat to Hubbard)	1,440-feet	Minor Arterial	101	Better than "D"
Locust Grove Road (Hubbard to Columbia)	0-feet	Minor Arterial	71	Better than "D"
Locust Grove Road (Columbia to Lake Hazel)	0-feet	Minor Arterial	142	Better than "D"
Locust Grove Road (Lake Hazel to Amity)	0-feet	Minor Arterial	254	Better than "D"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

4. Average Daily Traffic Count (VDT)

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

- The average daily traffic count for Hubbard Road between SH-69 and Locust Grove Road was 628 on 8/7/2018.
- The average daily traffic count for Hubbard Road east of Locust Grove Road was 561 on 10/17/2018.
- The average daily traffic count for Locust Grove Road between Hubbard Road and Deer Flat Road was 1,127 on 8/7/2018.
- The average daily traffic count for Locust Grove Road between Hubbard Road and Columbia Road was 1,009 on 8/7/2018.
- The average daily traffic count for Locust Grove Road between Columbia Road and Lake Hazel Road was 2,049 on 8/7/2018.
- The average daily traffic count for Locust Grove Road between Lake Hazel Road and Amity Road was 2,582 on 10/16/2018.

C. Findings for Consideration.

1. Hubbard Road/Locust Grove Road Intersection

The traffic impact study notes that the Hubbard Road/Locust Grove Road intersection will exceed acceptable LOS "E" and will need to be improved with an interim signal. To verify the assumptions of the traffic impact study and to ensure that improvements are made when warranted; staff has recommended that an updated traffic impact study be provided with future phases, which includes an updated analysis of the Hubbard Road/Locust Grove Road intersection. The updated traffic impact study should be submitted prior to ACHD's signature on the final plat which contains the 301st lot.

If the updated traffic impact study shows that the Hubbard Road/Locust Grove Road intersection will exceed acceptable LOS "E" and that signal warrants are met, then the applicant will be required to install an interim signal prior to ACHD's signature on the final plat which contains the

301st lot. Additionally, the applicant will need to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should include requirements that the intersection be designed as a 3 X 3 intersection with three 12-foot wide travel lanes: one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach; that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement by ACHD.

In order to ensure the Hubbard Road/Locust Grove Road intersection will be improved when warranted, the following items must be in place prior to plans acceptance for the final plat which necessitates the improvement based on the findings of the updated traffic impact study:

- Signal Agreement
- Full design and approved plans for the intersection

2. Columbia Road/Locust Grove Road Intersection

The traffic impact study notes that the Columbia Road/Locust Grove Road intersection will exceed acceptable LOS “E” and will need to be improved with an interim signal. To verify the assumptions of the traffic impact study and to ensure that improvements are made when warranted; staff has recommended that an updated traffic impact study be provided with future phases, which includes an updated analysis of the Columbia Road/Locust Grove Road intersection. The updated traffic impact study should be submitted prior to ACHD's signature on the final plat which contains the 301st lot.

If the updated traffic impact study shows that the Columbia Road/Locust Grove Road intersection will exceed acceptable LOS “E” and that signal warrants are met then the applicant will be required to install an interim signal prior to ACHD’s signature on the final plat which contains the 301st lot. Additionally, the applicant will need to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should include requirements that the intersection be designed as a 3 X 3 intersection with three 12-foot wide travel lanes: one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach; that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement by ACHD.

In order to ensure the Columbia Road/Locust Grove Road intersection will be improved when warranted, the following items must be in place prior to plans acceptance for the final plat which necessitates the improvement based on the findings of the updated traffic impact study:

- Signal Agreement
- Full design and approved plans for the intersection

3. Locust Grove Road

a. Existing Conditions: Locust Grove Road is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site. There is 58-feet of right-of-way for Locust Grove Road (26-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.

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 Locust Grove Road is designated in the MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 46-foot street section within 74-feet of right-of-way.

c. Applicant Proposal: The applicant has proposed to dedicate additional right-of-way to total 40-feet from the centerline of Locust Grove Road abutting the site and improve Locust Grove Road abutting the site with pavement widening to 21-feet from centerline of the roadway, vertical curb, a 5-foot wide planter strip, and 8-foot wide concrete sidewalk within right-of-way with 1-foot of right-of-way behind sidewalk.

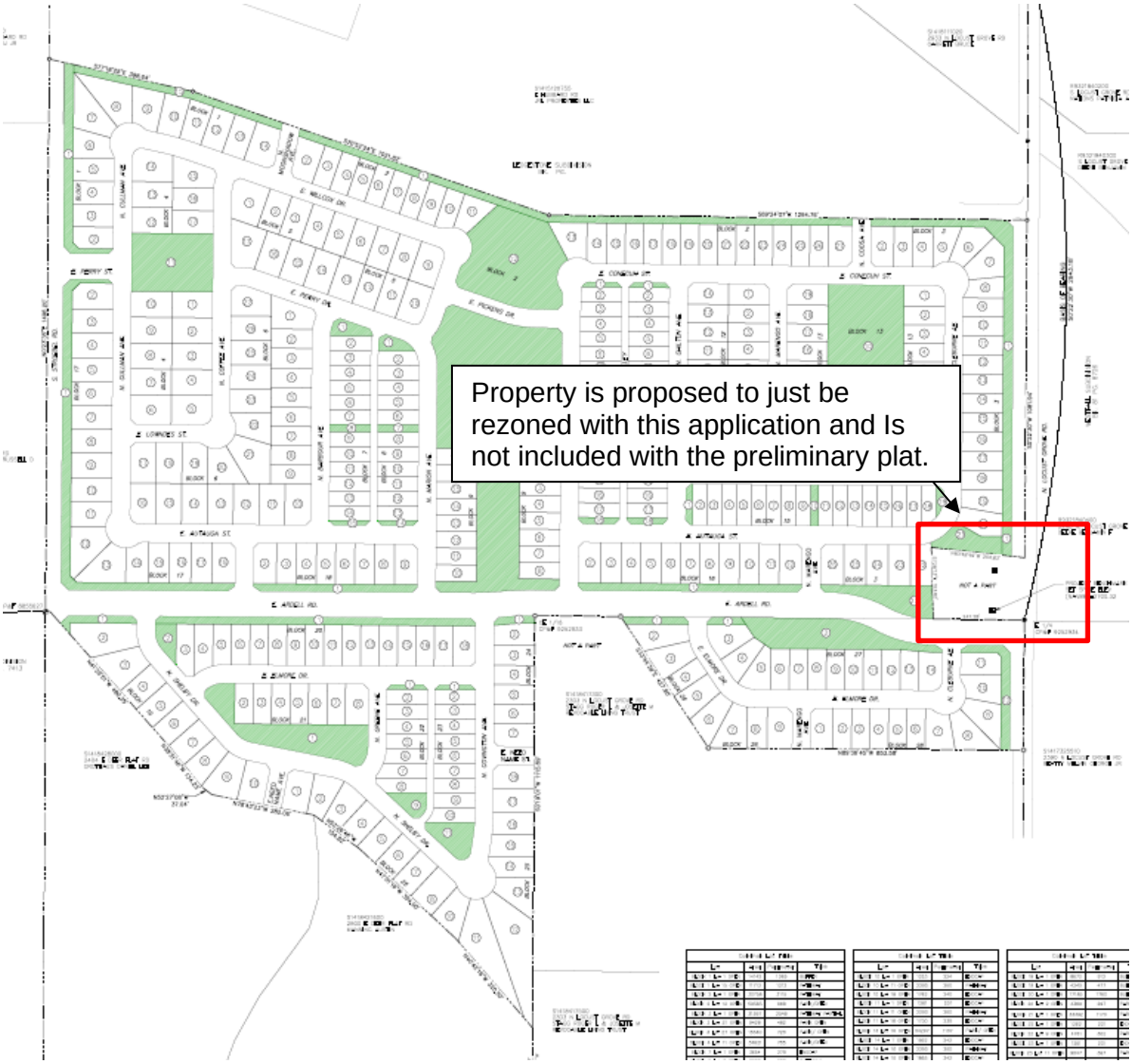
d. Staff Comments/Recommendations: Locust Grove Road is not centered on the section line and varies between 1 to 2 feet. Consistent with the adjacent developments, frontage improvements and right-of-way dedication along Locust Grove Road should be measured from section line.

The applicant's proposal to construct Locust Grove Road as ½ of a 46-foot wide street section with vertical curb gutter and an 8-foot wide detached concrete sidewalk abutting the site exceeds ACHD policy which requires right-of-way dedication, pavement widening and the construction of sidewalks on arterial roadways.

At a minimum the applicant should be required to improve Locust Grove Road with pavement widening to 17-feet from the centerline of the roadway plus a 3-foot wide gravel shoulder, borrow ditch and 5-foot wide concrete sidewalk located 30-feet from section line adjacent to the entire site. Dedicate right-of-way to total a minimum of 37-feet from section line and provide a sidewalk easement extending 2-feet behind the back of sidewalk for all sidewalk located outside the dedicated right-of-way. The applicant should be required to construct a northbound dedicated left-turn lane at Ardell Road.

If the applicant chooses to fully improve Locust Grove Road abutting the site as proposed then it should be improved as ½ of a 46-foot street section with vertical curb, gutter, a minimum 6-foot wide planter strip and 8-foot wide concrete sidewalk, consistent with the MSM. The applicant should dedicate right-of-way to total 48.5-feet from section line of Locust Grove Road abutting the site.

The 0.4 acre residential parcel abutting the site and Locust Grove Road is included with this rezoning application, but is not included with the preliminary plat application. Typically, rezoning applications do not require abutting site improvements, however, staff recommends that this segment of Locust Grove Road abutting the 0.4 acre parcel be improved consistent with the improvements for Locust Grove Road on either to the north and south of the parcel with the Ledgestone South development, construct sidewalk and dedicate additional right-of-way so there is not a gap in improvements on Locust Grove Road.



The applicant should be required to construct a southbound dedicated right-turn lane on Locust Grove Road at Ardell Road when Ardell Road is constructed to intersect Locust Grove Road, consistent with the TIS recommendations.

If street trees are desired within the planter strips, then 8-foot wide planter strips should be provided.

Compensation will not be provided for the right-of-way dedication or improvements since this segment of Locust Grove Road is not scheduled in the IFYWP or listed in the CIP.

4. Ardell Road

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

b. Policy:

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector 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.

Half Street Policy: District Policy 7207.2.2 required improvements shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 5-feet), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The new collector roadway should intersect Locust Grove Road at the half-mile between Hubbard Road and Deer Flat Road and continue through the property stubbing to the west. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 2-lane roadway with bike lanes, and on street parking, a 36-foot street section within 50 to 70-feet of right-of-way.

c. Applicant Proposal: The applicant has proposed to construct Ardell Road to intersect Locust Grove and extend it through the site to the west and stub it to the west property line. The applicant has proposed to construct Ardell Road as a 46-foot wide street section with 3-lanes, vertical curb, gutter and attached 5-foot wide concrete sidewalk within 70-feet of right-of-way.

d. Staff Comments/Recommendations: The applicant's proposal exceeds District policy and the MSM which requires a 36-foot wide residential collector street section with curb, gutter and a 5-foot wide detached (or 7-foot wide attached) concrete sidewalk. At a minimum, the applicant should be required to construct Ardell Road as a 36-foot wide street section with

vertical curb, gutter, and a 5-foot wide detached (or 7-foot wide attached) concrete sidewalk consistent with the MSM. The applicant should be required to dedicate right-of-way from 2-feet behind the back of sidewalk on each side. For detached sidewalk, the applicant may reduce the right-of-way width to 2-feet behind the back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind the back of sidewalk.

The 0.4 acre residential parcel abutting the site and the future Ardell Road is included with this rezoning application, but is not included with the preliminary plat application. Typically, rezoning applications do not require abutting site improvements, however, staff recommends that this segment of Ardell Road abutting the 0.4 acre parcel be improved consistent with the improvements for Ardell Road to the west of the parcel with the Ledgestone South development, construct sidewalk and dedicate additional right-of-way so there is not a gap in improvements on Ardell Road.

If street trees are desired, an 8-foot wide planter strip should be required.

5. Stroebel Road

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

b. Policy:

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector 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.

Half Street Policy: District Policy 7206.2.2 required improvements shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 5-feet), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The new collector roadway should intersect Locust Grove Road at the half-mile between Hubbard Road and Deer Flat Road and continue through the property stubbing to the west. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 2-lane roadway with bike lanes, and on street parking, a 36-foot street section within 50 to 70-feet of right-of-way.

c. **Applicant Proposal:** The applicant has proposed to dedicate 42-feet of right-of-way abutting the site's west property for Stroebel Road and construct Stroebel Road from Ardell Road and stub it to the site's north property line. The applicant has proposed to construct Stroebel Road as ½ of a 36-foot wide street section with vertical curb, gutter, bike lanes, a 5-foot wide planter strip and 8-foot wide concrete sidewalk on the east side of the road with an additional 12-feet of pavement widening beyond the centerline of the road with a 3-foot wide gravel shoulder and borrow ditch on the unimproved side within right-of-way.

d. **Staff Comments/Recommendations:** The applicant's proposal is consistent with the MSM and meets District policy and should be approved, as proposed, except for the proposed 5-foot wide planter strip. For detached sidewalk, the applicant should be required to provide a minimum 6-foot wide planter strip, or 8-foot wide planter strip if street trees are desired. The applicant's proposal to construct an 8-foot wide sidewalk exceeds the District's policy which requires a 5-foot wide detached sidewalk or 7-foot wide attached sidewalk. At a minimum, the applicant should be required to construct a 5-foot wide detached concrete sidewalk or 7-foot wide attached concrete sidewalk.

6. Internal Local Roads

a. **Existing Conditions:** There are no local roadways within the site. There is one local road, Moonshadow Avenue, that is proposed to stub to the site's north property line. This stub street is not constructed yet and was approved as part of ACHD's action on Ledgestone Subdivision directly north of the site.

b. **Policy:**

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local 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 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section

shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 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 pedestrian and bicycle connectivity.
- 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.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

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.

Landscape Medians Policy: District policy 7207.5.16 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. Applicant's Proposal: The applicant has proposed to continue Moonshadow Avenue into the site. The applicant has proposed to construct the internal local streets as 36-foot wide street sections with curb, gutter and attached 5-foot wide concrete sidewalks within 50-feet of right-of-way.

The applicant has proposed to construct the entry portion of Perry Street as a 50-foot wide street section with two 21-foot wide travel lanes, an 8-foot wide landscaped island, curb, gutter and attached 5-foot wide concrete sidewalks within 70-feet of right-of-way.

The applicant has proposed to construct 8 knuckles.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy and should be approved, as proposed. The applicant may reduce the right-of-way width to 2-feet behind the back of sidewalk. If street trees are desired, 8-foot wide planter strips are required. The applicant or homeowners association should enter into a license agreement with ACHD for any landscaping proposed to be located within the island.

7. Alleys

a. Existing Conditions: There are no alleys within the site.

b. Policy:

New Alley Policy: District Policy 7210.3.1 requires the minimum right-of-way width for all new residential alleys shall be a minimum of 16-feet or a maximum of 20-feet. If the residential alley is 16-feet in width building setbacks required by the land use agency having jurisdiction shall provide sufficient space for the safe backing of vehicles into the alley (see Section 7210.3.3). The minimum right-of-way width for all new commercial or mixed-use alleys shall be 20-feet. All alleys shall be improved by paving the full width and length of the right-of-way.

Dedication of clear title to the right-of-way and the improvement of the alley, and acceptance of the improvement by the District as meeting its construction standards, are required for all alleys contained in a proposed development.

Alley Length Policy: District Policy 7210.3.2 states that alleys shall be no longer than 700-feet in length. If the lead land use agency having jurisdiction requires a shorter block length, the alley shall be no longer than the agency's required block length.

Alley Parking & Setbacks Policy: District Policy 7210.3.3 states that parking within the alley right-of-way is prohibited. "No Parking" signs are required to be installed by the developer. The signs should be located at the alley/street intersections. Parking which is entered from the alley shall be designed so the minimum clear distance from the back of the parking stall to the opposite side of the alley is 20-feet for all perpendicular parking.

Setbacks for structures taking access from the alley should be closely coordinated with the lead land use agency. The setbacks shall either discourage parking within the alley (where it may partially block or occur within the right-of-way) or allow adequate area for one perpendicular parking pad. In order to discourage parking, building setbacks shall be minimal from the alley right-of-way line, while still achieving the required 20-feet of back-up space from a garage or

other parking structure to the opposite side of the alley (i.e. 4-foot setback + 16-foot alley= 20-feet for back-up space).

Alley Intersections and Offsets Policy: District policy 7210.3.7 states that alleys should intersect public streets at each end. In specific circumstances as outlined in the policies below, the District may consider allowing an alley to intersect a public street at only one end. A 90-degree angle of intersection shall be designed where practical. In no case shall the intersecting angle be less than 75-degrees, as measured from centerline of intersecting street. An access to an alley shall be located a minimum of 50-feet from the nearest street (measured centerline to centerline).

Alley/Local Street Intersections Policy: District Policy 7210.3.7.2 states that alleys may intersect all types of local streets including minor local streets. Alleys shall generally be designed with a curb cut type approach when intersecting a local street. Alleys shall generally intersect streets in the middle of the block equally offsetting the intersecting streets. Alleys shall either align with alley/street intersections or provide a minimum 100-foot offset (measured centerline to centerline) from other local street intersections. For alley intersections with local streets, the District may consider a reduced offset if the lead land use agency's required lot size allows for shorter buildable lots.

c. Applicant Proposal: The applicant has proposed to construct several alleys:

- A 530-foot long alley extending from Perry Drive to Autauga Street,
- A 665-foot long alley extending from Conecuh Street to Autauga Street,
- A 700-foot long alley extending from Chilton Avenue to Cleburne Avenue,
- A 390-foot long alley extending from Elmore Drive to Shelby Drive.

The applicant has proposed to construct the alleys with 16-feet of pavement with rolled curb and gutter within 20-feet of right-of-way.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy and should be approved, as proposed, except for the proposed curb and gutter that exceeds District policy. At a minimum, the applicant should be required to pave the entire width and length of the right-of-way for the alleys. The applicant should be required to install "NO PARKING" signs at the alley/street intersections.

8. Roadway Offsets

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

b. Policy:

Collector Offset Policy: District policy 7205.4.3 states that optimum spacing for new unsignalized collector roadways intersecting minor arterials is 1,320-feet as identified in Table 1a (7205.4.6).

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).

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.

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).

c. Applicant's Proposal: The applicant has proposed to construct Ardell Road, a collector roadway, to intersect Locust Grove Road, a minor arterial roadway, 2,640-feet south of Hubbard Road.

The applicant has proposed to construct several local roads to intersect Ardell Road, a collector roadway.

- Cleburne Avenue 200-feet west of Locust Grove Road,
- Elmore Drive 307-feet west of Marengo Avenue,
- Escambia Avenue 230-feet east of Covington Avenue,
- Marion Avenue 156-feet west of Covington Avenue,
- Shelby Drive 265-feet west of an unnamed local road

The applicant has proposed to construct Strobel Road, a collector roadway, to intersect Ardell Road 250-feet west of Shelby Drive.

d. Staff Comments/Recommendations: The applicant's proposal to construct Ardell Road to intersect Locust Grove Road and Stroebel Road to intersect Ardell Road meets District policy and should be approved, as proposed.

The applicant's proposal to construct the local roadways intersecting Ardell Road does not meet the District's policy which states that new local streets intersecting a collector roadway should align or offset a minimum of 330-feet. The applicant should be required to construct all local roads intersecting Ardell Road to align or offset a minimum of 330-feet.

9. Stub Streets

a. Existing Conditions: There is one local street, Moonshadow Avenue, proposed to stub to the site's north property line. The stub street is not constructed yet and was approved as part of ACHD's action on Ledgestone Subdivision directly north of the site.

b. Policy:

Stub Street Policy: District policy 7206.4.3 (collector) and 7207.2.4.3 (local) states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7207.2.4 (local), except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE." Or that "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: 7206.2.4 (collector) and 7207.2.4.4 (local) requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be

encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. **Applicant Proposal:** The applicant as proposed to construct Stroebel Road to stub to the site's north property line at the northwest corner.

The applicant has also proposed to construct Ardell Road to stub to the site's west property line and intersect Stroebel Road. The applicant has proposed to construct the following local roadways to stub to the site's south property line:

- Marengo Avenue 600-feet to the west of the east property line.
- An unnamed local road 610-feet east of the west property line.

The applicant has proposed to construct the following local roadways to stub to the site's north property line:

- Coosa Avenue, 410-feet west of the site's east property line.

d. **Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved, as proposed. The applicant should be required to install at sign at the terminus of the Ardell Road and Stroebel Road stating that "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE WIDENED AND EXTENDED IN THE FUTURE." The applicant should be required to install a sign at the terminus of the local roads stating that "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

The applicant should be required to construct a temporary cul-de-sac consistent with the District's dimensional requirements for a standard cul-de-sac at the terminus of Stroebel Road per District policy which requires a temporary cul-de-sac at the terminus of a stub street if the street length is greater than 150-feet. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends into a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

10. Traffic Calming

a. **Speed Control and Traffic Calming Policy** (Local)**:** District policy 7207.3.7 states that the design of local street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require maintenance and/or license agreement.

b. **Staff Comments/Recommendations:** There are several long sections of local roadways proposed within the development, which are greater than 750-feet in length and will need to be redesigned to reduce the length or the roadways or to include the use of passive design elements. The following roadways should be redesigned:

- Wilcox Drive
- Cullman Avenue
- Autuaga Street
- Shelby Drive
- Escambia Avenue
- Conecuh Street

Stop signs, speed humps/bumps and valley gutter will not be accepted as traffic calming.

The applicant should be required to submit a revised preliminary plat showing the redesigned roadways for review and approval prior to ACHD's signature on the first final plat.

11. 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.

12. 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.

13. Other Access

Locust Grove Road is classified as a minor arterial roadway, Ardell Road and Stroebel Road are classified as collector roadways. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Redesign the following roadways to reduce the length of the roadways or to include the use of passive design elements and submit a revised preliminary plat showing the redesigned roadways for review and approval prior to ACHD's signature on the first final plat.

- Wilcox Drive
- Cullman Avenue
- Autuaga Street
- Shelby Drive
- Escambia Avenue
- Conecuh Street

Stop signs, Speed humps/bumps and valley gutter will not be accepted as traffic calming.

2. Submit a revised preliminary plat showing the revised local roads intersecting Ardell Road to align or off offset a minimum of 330-feet for review and approval prior to ACHD's signature on the first final plat

3. Prior to ACHD's signature on the final plat which contains the 301st building lot the submit a revised traffic impact study. The updated TIS should include all of the study area intersections and roadway segments included in the original study. A shoulder hour analysis should be provided per ACHD policy 7106.7.3 for all offsite roadway segments. Additional improvements may be required based on the findings of the updated traffic impact study.

4. Prior to ACHD's signature on the final plat which contains the 301st building lot the applicant should be required to submit an updated traffic impact study. The updated traffic impact study shall include, at a minimum, a signal warrant analysis for the Hubbard Road/Locust Grove Road intersection. Additional improvements for future phases may be required based on the findings of the future updated traffic impact studies.

If it is determined through the updated traffic impact study that improvements are needed at the Hubbard Road/Locust Grove Road intersection, then install an interim signal within the existing right-of-way at the Hubbard Road/Locust Grove Road intersection.

Enter into a signal agreement with ACHD for the installation of the interim signal at the Hubbard Road/Locust Grove Road intersection. The signal agreement shall include that the intersection be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes: one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach; that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement by ACHD.

In order to ensure the Hubbard Road/Locust Grove Road intersection will be improved when warranted, the following items must be in place prior plans acceptance for the final plat which contains the 301st building lot:

- Signal Agreement
- Full design and approved plans for the intersection

5. Prior to ACHD's signature on the final plat which contains the 301st building lot the applicant should be required to submit an updated traffic impact study. The updated traffic impact study shall include, at a minimum, a signal warrant analysis for the Columbia Road/Locust Grove Road intersection. Additional improvements for future phases may be required based on the findings of the future updated traffic impact studies.

If it is determined through the updated traffic impact study that improvements are needed at the Columbia Road/Locust Grove Road intersection, then install an interim signal within the existing right-of-way at the Columbia Road/Locust Grove Road intersection.

Enter into a signal agreement with ACHD for the installation of the interim signal at the Columbia Road/Locust Grove Road intersection. The signal agreement shall include that the intersection be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes: one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach; that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement by ACHD.

In order to ensure the Columbia Road/Locust Grove Road intersection will be improved when warranted, the following items must be in place prior plans acceptance for the final plat which contains the 301st building lot:

- Signal Agreement
- Full design and approved plans for the intersection

6. Dedicate additional right-of-way to total a minimum of 37-feet from the centerline of Locust Grove Road abutting the site.

7. Improve Locust Grove Road abutting the site with additional pavement widening to total 17-feet from the section line and construct a 5-foot wide detached concrete sidewalk and locate it a minimum of 30-feet from the section line. Detached sidewalk located outside of the right-of-way may be placed in a permanent right-of-way easement.

8. If the applicant chooses to fully improve Locust Grove Road abutting the site, it should be improved as ½ of a 46-foot wide 3-lane residential arterial street section with vertical curb, gutter, and a 5-foot wide detached concrete sidewalk (or 7-foot attached) consistent with the MSM. If street trees are desired, an 8-foot wide planter strip should be provided. Detached sidewalk located outside of the right-of-way may be placed in a permanent right-of-way easement.

9. If the applicant chooses to improve Locust Grove Road abutting the 0.4 acre parcel that is proposed to be rezoned with this development application, it should be improved consistent with the improvements on Locust Grove Road with the Ledgestone South development to the north and south of the parcel. If street trees are desired, an 8-foot wide planter strip should be provided.

10. Construct a dedicated southbound right-turn lane on Locust Grove Road at Ardell Road when Ardell Road is constructed to intersect Locust Grove Road.

11. Construct Ardell Road to intersect Locust Grove Road, a minor arterial roadway, 2,640-feet south of Hubbard Road, as proposed.

12. Construct Ardell Road as a 36-foot wide street section with vertical curb, gutter, and a 5-foot wide detached (or 7-foot wide attached) concrete sidewalk. Dedicate right-of-way for the street to 2-feet behind the back of sidewalk on each side. For detached sidewalk, the applicant may reduce the right-of-way width to 2-feet behind the back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind the back of sidewalk. If street trees are desired, an 8-foot wide planter strip is required.

13. If the applicant chooses to fully improve Ardell Road abutting the 0.4 acre parcel that is proposed to be rezoned with this development application, it should be improved consistent with the improvements on Ardell Road to the west of the 0.4 acre parcel with the Ledgestone South development. If street trees are desired, an 8-foot wide planter strip should be provided.

14. Construct Stroebel Road along the west property line to intersect Ardell Road, as proposed.

15. Dedicate 42-feet of right-of-way abutting the site's west property for Stroebel Road, as proposed.

16. Construct Stroebel Road from Ardell Road and stub the street to the site's north property line, as proposed.

17. Construct Stroebel Road as ½ of a 36-foot wide street section with vertical curb, gutter, bike lanes, a minimum of 5-foot wide detached (7-foot attached) concrete sidewalk on the east side of the road with an additional 12-feet of pavement widening beyond the centerline of the road with a 3-foot wide gravel shoulder and borrow ditch on the unimproved side within right-of-way, as proposed. Dedicate right-of-way for the street to 2-feet behind the back of sidewalk. For detached sidewalk, the applicant may reduce the right-of-way width to 2-feet behind the back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind the back of sidewalk. If street trees are desired, an 8-foot wide planter strip is required.

18. Construct all local roads intersecting Ardell Road to align or offset at least 330-feet from any other road.

19. Construct one collector roadway, Stroebel Road, to stub to the site's north property line at the northwest corner and the site's south property line at the southwest corner, as proposed. Install at sign at the terminus of the roadway stating that "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE WIDENED AND EXTENDED IN THE FUTURE."

20. Construct one collector roadway, Ardell Road, to stub to the site's west property line at the site's southwest corner, as proposed. Install at sign at the terminus of the roadway stating that "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE WIDENED AND EXTENDED IN THE FUTURE."

21. Construct a temporary cul-de-sac at the terminus of Stroebel Road. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends into a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

22. Construct the following local roadways to stub to site's the south property line, as proposed:

- Marengo Avenue 600-feet to the west of the east property line.
- An unnamed local road 610-feet east of the west property line.

23. Construct the following local roadways to stub to the site's north property line, as proposed:

- Coosa Avenue, 410-feet west of the site's east property line.

24. Install a sign at the terminus of the local road stub streets stating that "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

25. Continue Moonshadow Avenue into the site, as proposed.

26. Construct the internal local streets as 36-foot wide street sections with curb, gutter and attached 5-foot wide concrete sidewalks within 50-feet of right-of-way, as proposed. If street trees are desired, 8-foot wide planter strips are required.

27. Construct the entry portion of Perry Street as a 50-foot wide street section with two 21-foot wide travel lanes, an 8-foot wide landscaped island, curb, gutter and attached 5-foot wide concrete sidewalks within 70-feet of right-of-way, as proposed. The center landscape island should be platted as right-of-way owned by ACHD. The applicant or homeowners association should enter into a license agreement with ACHD for any landscaping proposed to be located within the island. The applicant may reduce the right-of-way width to 2-feet behind the back of sidewalk. If street trees are desired, 8-foot wide planter strips are required.

28. Construct 8 knuckles, as proposed.

29. Construct the following alleys, dedicate 20-feet of right-of-way for the alleys and pave the alleys their entire width and length, as proposed:

- A 530-foot long alley extending from Perry Drive to Autauga Street
- A 665-foot long alley extending from Conecuh Street to Autauga Street
- A 700-foot long alley extending from Chilton Avenue to Cleburne Avenue
- A 390-foot long alley extending from Elmore Drive to Shelby Drive

30. Install "NO PARKING" signs at the alley/street intersections.

31. Other than the access specifically approved with this application, direct lot access is prohibited to Locust Grove Road, Ardell Road and Stroebel Road and should be noted on the final plat.

32. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

33. Payment of impact fees is due prior to issuance of a building permit.

34. 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

Exhibit 2.16

1. Vicinity Map
2. Site Plan
3. TIS Executive Summary
4. Utility Coordinating Council
5. Development Process Checklist
6. Request for Reconsideration Guidelines **OR** Appeal Guidelines

VICINITY MAP

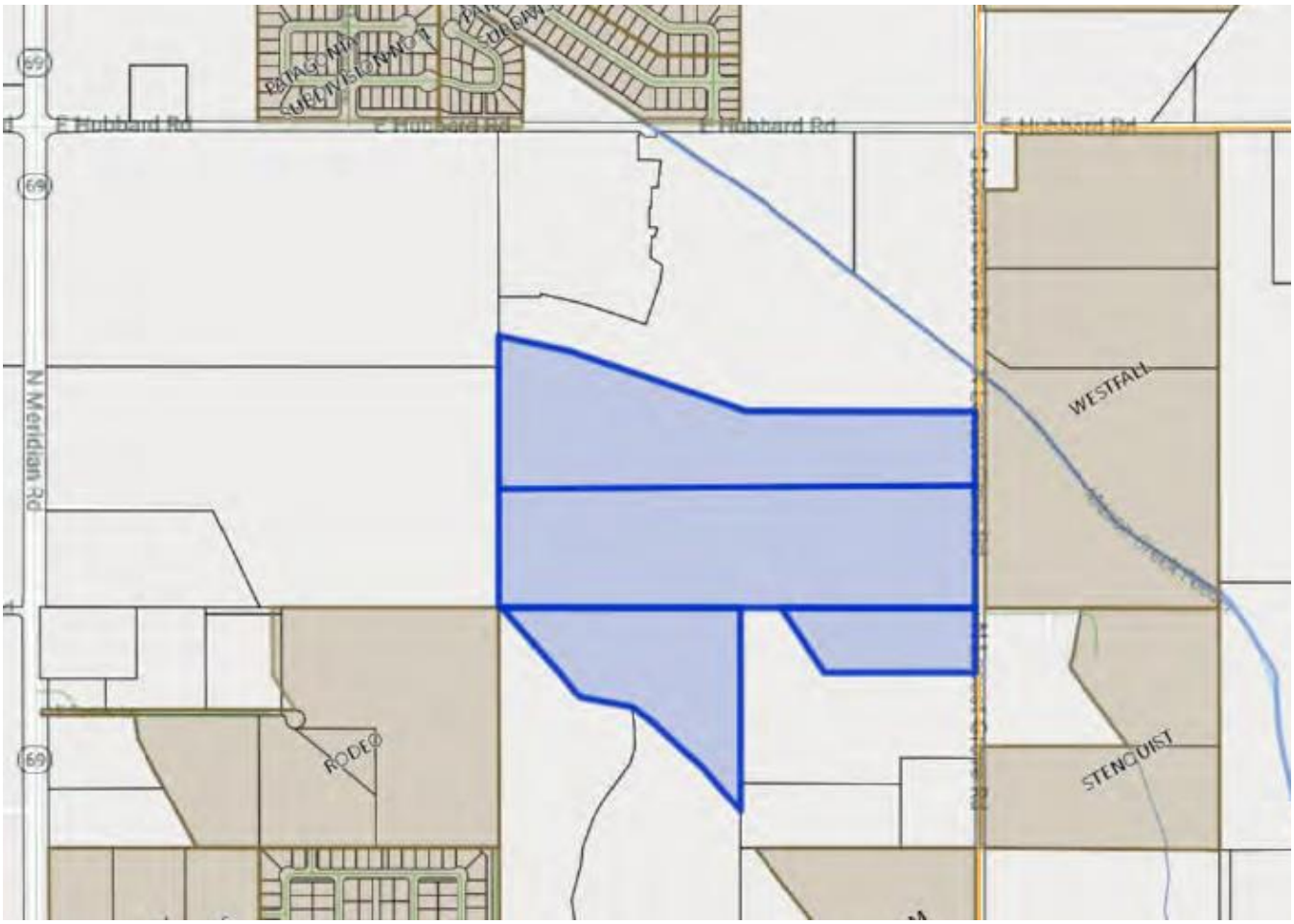
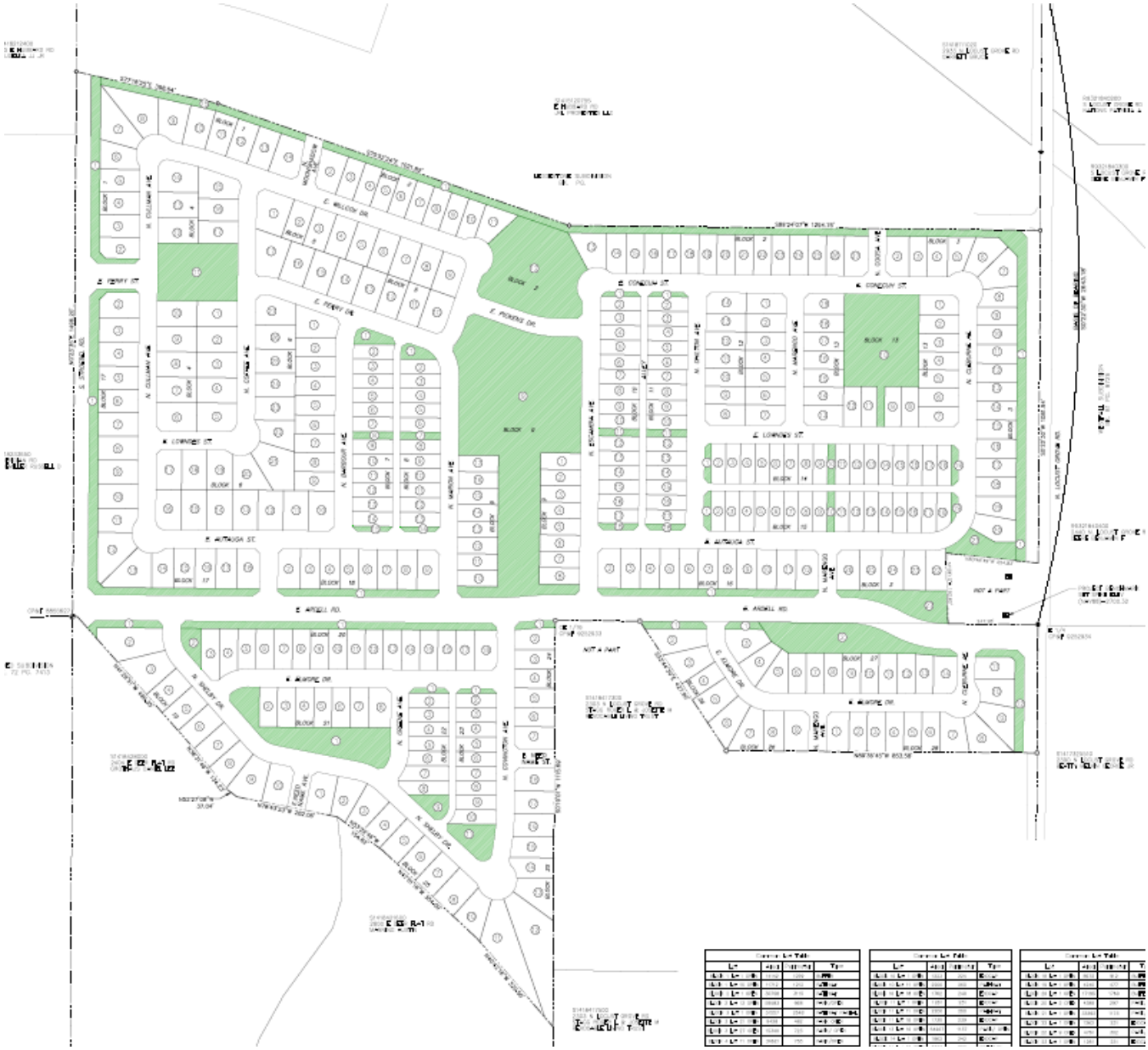


Exhibit 2.16

SITE PLAN



TIS Executive Summary

October 23, 2019

EXECUTIVE SUMMARY

This study was prepared in accordance with the ADA County Highway District's (ACHD's) requirements for a Traffic Impact Study listed in Section 7106 of the current *ACHD Policy Manual*. It evaluates the traffic impacts associated with the Ledgestone South Subdivision in Kuna, ID. The study area, scope and specific analysis parameters and requirements are the result of an Area of Influence Review performed by the Community Planning Association of Southwest Idaho (COMPASS) and discussion with ACHD. The study's principal findings and recommendations are summarized below.

Proposed Development

1.0 Ledgestone Subdivision is a proposed development consisting of 431 single-family dwelling units on a 95.95 acre parcel located south of Hubbard Road, between Meridian Road (SH 69) and Locust Grove Road located in Ada County, Idaho.

2.0 The development is planned to be constructed over a period of approximately six years, or to the year 2025. Due to the short duration of buildout, an interim evaluation was not required by ACHD.

3.0 The proposed development is expected to generate 4,069 daily trips, 319 AM peak hour trips and 427 PM peak hour trips.

4.0 The primary roadway network serving this proposed subdivision includes the following roadway segments and intersections:

Intersections:

- Hubbard Road and SH69 (Meridian Road)
- Locust Grove Road and Deer Flat Road
- Locust Grove Road and Hubbard Road
- Locust Grove Road and Columbia Road
- Locust Grove Road and Lake Hazel Road
- All site access points

Segments:

- Hubbard Rd between SH69 and Locust Grove Rd
- Hubbard Rd between Locust Grove Rd and Eagle Rd
- Locust Grove Rd between Deer Flat Rd and Hubbard Rd
- Locust Grove Rd between Hubbard Rd and Columbia Rd
- Locust Grove Rd between Columbia Rd and Lake Hazel Rd
- Locust Grove Rd between Lake Hazel Rd and Amity Rd
- All internal collectors

Primary access to the site will be provided via S. Stroebel Road, constructed along the ½ mile alignment, between Meridian Road and Locust Grove Road and an easterly access on Locust Grove Road.

Proposed Mitigation for Existing Traffic

5.0 For the existing traffic conditions analyzed with the existing roadway lane configuration, all study area roadways meet ACHD's minimum operational thresholds. No roadway improvements are needed to mitigate existing traffic.

6.0 For the existing traffic conditions analyzed with the existing intersection control and lane configuration, all study area intersections meet ACHD's minimum operational thresholds. No intersection improvements are needed to mitigate the existing traffic.

2025 Background Conditions

1.6 REVISIONS

Per ACHD Policy, the target LOS threshold for roadway segments is LOS E for Principal and Minor Arterial. Five of the six roadway segments do not meet this desired operational threshold under 2025 background conditions. Table 6R2 summarizes the LOS for the roadway segments. The recommended improvements are as follows:

- Hubbard Road, SH69 to Locust Grove Road
  - Continuous LT lane, two through lanes each direction.
- Hubbard Road, Locust Grove Road to Eagle Road
  - Continuous LT lane.
- Locust Grove Road, Deer Flat Road to Hubbard Road
  - Continuous LT lane.
- Locust Grove Road, Hubbard Road to Columbia Road
  - Continuous LT lane.
- Locust Grove Road, Lake Hazel Road to Amity Road
  - Continuous LT lane, two through lanes each direction.

These modifications will be assumed under subsequent roadway segment analyses.

Table 6R2 – Roadway Segment LOS – 2025 Background Traffic (replaces original Table 6/6R)

Roadway Segment	Functional Class	No. of Thru Lanes	Left-Turn Treatment	Threshold Volume		AM Peak Hour Major Direction		PM Peak Hour Major Direction	
				LOS D	LOS E	Vol (vph)	LOS	Vol (vph)	LOS
Hubbard Rd, SH69 to Locust Grove Rd	Minor Arterial	1	No LT Lane	540	575	1093	> E	468	< D
Hubbard Rd, SH69 to Locust Grove Rd	***Minor Arterial***	***2***	***Continuous LT Lane***	***1395***	***1540***	***1093***	***< D***	***468***	***< D***
Hubbard Rd, Locust Grove to Eagle	Minor Arterial	1	No LT Lane	540	575	537	< D	625	> E
Hubbard Rd, Locust Grove to Eagle	***Minor Arterial***	***1***	***Continuous LT Lane***	***675***	***720***	***537***	***< D***	***625***	***< D***
Locust Grove Rd, Deer Flat to Hubbard	Minor Arterial	1	No LT Lane	540	575	193	< D	591	> E
Locust Grove Rd, Deer Flat to Hubbard	***Minor Arterial***	***1***	***Continuous LT Lane***	***675***	***720***	***193***	***< D***	***591***	***< D***
Locust Grove Rd, Hubbard to Columbia	Minor Arterial	1	No LT Lane	540	575	627	> E	243	< D

Locust Grove Rd, Hubbard to Columbia	***Minor Arterial***	***1***	***Continuous LT Lane***	***675***	***720***	***627***	***< D***	***243***	***< D***
Locust Grove Rd, Columbia to Lake Hazel	Minor Arterial	1	No LT Lane	540	575	330	< D	484	< D
Locust Grove Rd, Lake Hazel to Amity	Minor Arterial	1	No LT Lane	540	575	403	< D	721	> E
Locust Grove Rd, Lake Hazel to Amity	***Minor Arterial***	***2***	***Continuous LT Lane***	***1395***	***1540***	***403***	***<D***	***721***	***<D***

Each intersection in the study area was evaluated under the 2025 background traffic volumes, existing traffic controls and lane configurations. Per ACHD Policy, the target LOS threshold for intersections are a maximum overall volume to capacity (v/c) ratio of 0.90 and 1.0 per lane group. Table 7R2 summarized the LOS results. The recommended improvements are as follows:

- Hubbard Road and Locust Grove Road
  - Traffic Signal
- Columbia Road and Locust Grove Road
  - Traffic Signal
- Lake Hazel and Locust Grove Road
  - Traffic Signal, all approach right-turn lanes

These modifications will be assumed under subsequent roadway segment analyses.

Table 7R2 – Intersection Traffic Operations – 2025 Background Traffic (replaces original Table 7)

Intersection	Traffic Control Lane Group	AM LOS/Delay/v/c	PM LOS/Delay/v/c
Hubbard Rd/ SH69	Traffic Signal	C/25.1	C/27.5
	Eastbound	C/30.1/0.614	D/46.8/0.293
	Westbound	C/33.0/0.385	E/78.7/0.724
	Northbound	C/28.4/0.890	C/27.6/0.344
	Southbound	B/14.6/0.378	C/34.8/0.948
Deer Flat/ Locust Grove	TWSC	NR	NR
	Eastbound	A/7.7/0.06	A/8.9/0.07
	Westbound	A/8.2/0.00	A/7.5/0.00
	Northbound	C/18.7/0.19	C/22.2/0.12
	Southbound	C/13.8/0.14	E/43.0/0.81
Hubbard/ Locust Grove	TWSC	NR	NR
	Eastbound	B/10.2/0.41	A/8.3/0.06
	Westbound	A/9.3/0.04	A/9.2/0.24
	Northbound	Out of range	Out of range
	Southbound	Out of range	F/1062.3/3.12
Hubbard/Locust Grove	***Traffic Signal***	***B/14.1***	***C/33.5***
	Eastbound	***A/9.2/0.322***	***D/39.7/0.793***
	Westbound	***A/9.8/0.53***	***D/35.3/0.931***
	Northbound	***D/37.8/0.784***	***C/32.5/0.241***
	Southbound	***C/34.6/0.376***	***D/39.0/0.864***
Columbia Rd/ Locust Grove	AWSC	F/60.8	F/116.3
	Eastbound	F/101.3/1.13	C/20.1/0.58
	Westbound	B/13.5/0.40	F/208.0/1.39
	Northbound	B/13.8/0.37	B/12.8/0.16
	Southbound	B/13.4/0.35	F/53.1/0.95
Columbia Rd/Locust Grove	***Traffic Signal***	***B/19.1***	***C/28.2***
	Eastbound	***B/11.1/0.218***	***C/32.3/0.765***
	Westbound	***B/17.7/0.205***	***C/22.1/0.802***
	Northbound	***D/37.1/0.822***	***C/23.9/0.131***
	Southbound	***C/33.9/0.543***	***C/33.6/0.922***
	AWSC	F/86.4	F/254.2

2025 Total Conditions

Two of six roadway segments do not meet desired operational thresholds under 2025 site plus background conditions. Table 9R2 summarizes the LOS for the roadway segments. The recommended improvements are as follows:

- Locust Grove Road, Hubbard Road to Columbia Road
  - Two through lanes each direction.
- Locust Grove Road, Columbia Road to Lake Hazel Road
  - Continuous LT lane.

Table 9R2 - Roadway Segment LOS – 2025 Site Plus Background Traffic (replaces original Table 9/9R)

Roadway Segment	Functional Class	No. of Thru Lanes	Left-Turn Treatment	Threshold Volume		AM Peak Hour Major Direction		PM Peak Hour Major Direction	
				LOS D	LOS E	Vol (vph)	LOS	Vol (vph)	LOS
Hubbard Rd, SH69 to Locust Grove Rd	Minor Arterial	2	Continuous LT Lane	1395	1540	1125	< D	575	< D
Hubbard Rd, Locust Grove to Eagle	Minor Arterial	1	Continuous LT Lane	675	720	573	< D	666	< D
Locust Grove Rd, Deer Flat to Hubbard	Minor Arterial	1	Continuous LT Lane	675	720	242	< D	712	< D
Locust Grove Rd, Hubbard to Columbia	Minor Arterial	1	Continuous LT Lane	675	720	723	> E	250	< D
Locust Grove Rd, Hubbard to Columbia	***Minor Arterial***	***2***	***Continuous LT Lane***	***1395***	***1540***	***723***	***< D***	***250***	***< D***
Locust Grove Rd, Columbia to Lake Hazel	Minor Arterial	1	No LT Lane	540	575	426	< D	591	< E
Locust Grove Rd, Columbia to Lake Hazel	***Minor Arterial***	***1***	***Continuous LT Lane***	***675***	***720***	***426***	***< D***	***591***	***< D***
Locust Grove Rd, Lake Hazel to Amity	Minor Arterial	2	Continuous LT Lane	1395	1540	466	<D	828	<D

Each intersection in the study area was evaluated under the 2025 Site Plus Background traffic conditions with existing traffic controls and lane configurations, or with the proposed improvements to mitigate 2025 background traffic. Table 10R2 summarizes these LOS results. The northbound approach at Hubbard Road and Stroebel performs at LOS F for AM peak conditions. This can be typical for minor street stop-controlled approaches to heavily traveled roadways. As the v/c ratio at this location is below 1.0, further mitigation at this location is not recommended. All other intersections perform at an acceptable LOS and v/c ratios.

Table 10R2 – Intersection Traffic Operations – 2025 Site Plus Background Traffic (replaces original Table 10/10R)

Intersection	Traffic Control Lane Group	AM LOS/Delay/v/c	PM LOS/Delay/v/c
Hubbard Rd/ SH69	Traffic Signal	C/33.5	C/32.9
	Eastbound	C/26.1/0.423	D/54.5/0.215
	Westbound	D/38.2/0.406	E/76.4/0.685
	Northbound	D/37.6/0.919	D/37.6/0.419
	Southbound	C/31.1/0.518	D/39.2/0.947
Deer Flat/ Locust Grove	TWSC	NR	NR
	Eastbound	A/7.7/0.06	A/8.9/0.07
	Westbound	A/8.2/0.00	A/7.5/0.00
	Northbound	C/18.7/0.20	C/21.8/0.17
	Southbound	B/14.9/0.18	E/42.7/0.81
Hubbard/Locust Grove	Traffic Signal	C/24.6	D/39.5
	Eastbound	C/22.6/0.492	D/39.2/0.617
	Westbound	C/24.2/0.050	E/65.5/0.969
	Northbound	C/34.3/0.847	C/34.6/0.354
	Southbound	C/29.2/0.321	D/44.0/0.912
Columbia/Locust Grove	Traffic Signal	C/28.5	D/38.1
	Eastbound	C/31.1/0.728	D/43.3/0.903
	Westbound	C/25.8/0.245	D/35.3/0.788
	Northbound	C/33.6/0.849	C/26.7/0.056
	Southbound	C/28.8/0.468	D/42.5/0.949
Lake Hazel/ Locust Grove	Traffic Signal	C/34.3	D/39.5
	Eastbound	D/39.4/0.855	C/34.3/0.597
	Westbound	C/29.2/0.258	D/44.8/0.860
	Northbound	D/39.3/0.904	C/32.8/0.516
	Southbound	C/31.1/0.664	D/52.2/0.950
Stroebel/ Hubbard	TWSC	NR	NR
	Eastbound	NR	NR
	Westbound	B/11.5/0.02	A/8.9/0.03
	Northbound	F/112.9/0.85	D/25.2/0.28
Locust Grove/ East Access (South of Rio Vallegas)	TWSC	NR	NR
	Eastbound	B/12.1/0.20	C/18./0.25
	Northbound	A/7.7/0.00	A/9.4/0.02
	Southbound	NR	NR

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.

Exhibit 2.16

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.

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: Ledgestone South **Agency: Kuna**

CIM Vision Category: Future Neighborhoods

New households: 393 **New jobs: 0** **Exceeds CIM forecast: Yes**

CIM Corridor: **Locust Grove Rd** Pedestrian level of stress: **R** Bicycle level of stress: **R**	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.
Housing within 1 mile: **310** Jobs within 1 mile: **24** Jobs/Housing Ratio: **0.08**	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.
Nearest police station: **4 miles** Nearest fire station: **3.2 miles**	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.
Farmland consumed: **Yes** Farmland within 1 mile: **1,531 acres**	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.
Nearest bus stop: **>4 miles** Nearest public school: **2.4 miles** Nearest public park: **1.4 miles** Nearest grocery store: **1.1 miles**	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.

Recommendations

This proposal exceeds growth forecasted for this area. Transportation infrastructure may not be able to support the new transportation demands. It is on the fringe of urban development in an area predominately farmland area, far from employment centers and public transportation. The closest bus service is more than four miles away and ValleyConnect 2.0 does not plan to serve this area.

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

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

Exhibit 2.16

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.

Exhibit 2.16

Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.

    a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

    If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.

    b. The request must be in writing and delivered to the Secretary of the Highway District no later than 11:00 a.m. 2 days prior to the Commission's next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.

    c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.

    d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.

    e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.

    f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.

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

August 2, 2021

Troy Behunin
Kuna City Planning Department
PO Box 13
Kuna, ID 83634

RE: 21-07-AN / 2425 N Locust Grove Road / Ledgestone South Annexation

Troy,

The City of Kuna has requested feedback regarding the proposed annexation for Ledgestone South with a rezoning to R-6 and R-8 on 99.78-acres located at 2425 N Locust Grove Road.

Ada County is supportive of the application due to the proximity of the site to existing public services. *Goal 2.2f* of the Ada County Comprehensive Plan encourages residential development to occur at urban densities within Areas of City Impact where public facilities are available.

Regarding the land use, Ada County is supportive of the application due to the compatibility of the proposed zoning with the surrounding area. The proposal is to rezone approximately 83.33-acres to R-6 (Medium density Residential) and approximately 16.45-acres to R-8 (Medium density Residential, which allows for 6-units and 8-units per acre respectively.

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 Medium Density Residential. The site is contiguous to City of Kuna limits. Therefore, the proposed development is compatible with other development in the area.

Please feel free to contact me with any questions.

Sincerely,

Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services

Exhibit 2.18

GALE MASLONKA
CHAIRMAN OF THE BOARD

RICHARD DURRANT
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000 ACRES FOR THE FOLLOWING IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

RECEIVED
SEP 20 2021
CITY OF KUNA

17 September 2021

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

RE: Ledgestone South, Trilogy Development **21-07-AN**
642 S Ash St., Kuna 83634
Boise-Kuna Irrigation District **BK-184, 184 A1 &A2, 187 B**
New York Irrigation District **NY-367-001-00, 367-001-03**
Hubbard Lateral 53+30, 74+00, 74+10, 76+30
Sec. 18, T2N, R1W, BM.

Troy Behunin, Planner III:

There are no Boise Project facilities located on the above-mentioned property, however it does in fact possess a valid water right with **two irrigation districts**.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

The developer must contact Boise-Kuna Irrigation District and New York Irrigation District as soon as possible as to who will own and operate the pressurized irrigation system for this development.

Boise Project must receive confirmation from both Irrigation Districts as to who will own and operate the PI system prior to any approval of a drainage and irrigation plan.

Boise Project requires a hard copy of a full set of plans including drainage and irrigation.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr

cc:	Clint McCormick	Watermaster, Div.2 BPBC
	Alicia Flavel	Secretary-Treasurer, BKID
	Terri Hasson	Secretary-Treasurer, NYID
	File	

CENTRAL DISTRICT HEALTH

Ada County Transmittal

Division of Community and Environmental Health

Exhibit 2.19

Rezone # 21-07-AN

Conditional Use # _____

Preliminary / Final / Short Plat _____

Ledgestone South

Return to:

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

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

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

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

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

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

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

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

☒ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☒ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☒ 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:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ 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: Rob Bosky

Date: 9/29/21

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: Ledgestone **Agency: Kuna**

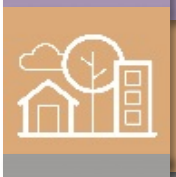
CIM Vision Category: Rural

New households: 631 **New jobs: 0** **Exceeds CIM forecast: Yes**



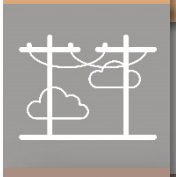
CIM Corridor: **Locust Grove Road**
Pedestrian level of stress: **R**
Bicycle level of stress: **R**

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.



Housing within 1 mile: **220**
Jobs within 1 mile: **30**
Jobs/Housing Ratio: **0.1**

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.



Nearest police station: **3.9 miles**
Nearest fire station: **3 miles**

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.



Farmland consumed: **Yes**
Farmland within 1 mile: **1,054 acres**

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.



Nearest bus stop: **>4 miles**
Nearest public school: **2.3 miles**
Nearest public park: **2.5 miles**
Nearest grocery store: **1.7 miles**

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.

Recommendations

This proposal exceeds growth forecasted for this area. Transportation infrastructure may not be able to support the new transportation demands. The *COMPASS FY2018-2022 Transportation Improvement Program* does not identify any major road improvement projects in this area.

The site is not currently served by public transportation. *ValleyConnect 2.0* proposes a bus route from downtown Kuna to Chinden Boulevard via Linder Road with 20-minute frequencies. The closest bus stop would be about 2 miles away when that route is operational. Consider improving bike/ped facilities to support non-motorized transport westward to downtown Kuna. A site plan was not provided with the application. Consider an internal multi-use pathway to comply with the Kuna Regional Pathway Map.

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

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

Exhibit 2.20

Fiscal Impact Analysis Supplemental for the Development Review Checklist

The purpose of the fiscal impact analysis is to better estimate expected revenues and costs to local governments as a result of new development so that the public, stakeholders, and the decision-makers can better manage growth. Capital and operating expenditures are determined by various factors that determine service and infrastructure needs, including persons per household, student generation rates, lot sizes, street frontages, vehicle trip and trip adjustment factors, average trip lengths, construction values, income, discretionary spending, and employment densities.

The COMPASS Development Checklist considers the level of fiscal benefits, how many public agencies benefit or are burdened by additional growth, and how long the proposal will take to achieve a fiscal break-even point, if at all. More information about the COMPASS Fiscal Impact Tool is available at: www.compassidaho.org/prodserv/fiscalimpact.htm.

Overall Net Fiscal Impact

Net Fiscal Impact, by Agency

City 

County 

Highway District 

School District 

Break Even: 1 Year

Exhibit 2.21

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

Planning & Zoning Department

Agency Notification

September 15, 2021

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

File Number & Case Name:	21-07-AN (Annexation) – Ledgestone South Subdivision
Project Description	Jane Suggs of Gem State Planning, on behalf of Trilogy Development, requests approval for Annexation of approximately 99.78 ac. into Kuna City Limits with approx. 83.33 ac. zoned R-6 (Medium Density Residential) and approx. 16.45 ac. zoned as R-8 (Medium Density Residential). Applicant only requests annexation at this time and will propose a preliminary plat in the future (APN: S1303417354). Section 18, Township 2 North, Range 1 East.
Site Location	2425 N Locust Grove Road, Kuna 83634.
Applicant	**Trilogy Development, Inc.** 9839 W Cable Car St., Suite 101 Boise, ID 83709 208.895.8858 shawn@trilogyidaho.com
Representative	**Jane Suggs, Gem State Planning** 9839 W Cable Car St., Suite 101 Boise, ID 83709 208.602.6941 Jane@gemstateplanning.com
Tentative Public Hearing Date	Tuesday, **October 26, 2021** 6:00 PM Council Chambers within Kuna City Hall, located at 751 W. 4th Street, Kuna, ID 83634
Staff Contact	Troy Behunin Planner III Kuna P&Z Department 208.922.5274 TBehunin@kunaid.gov

Enclosed is information to assist you with your consideration and response. 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. *No response within 15 business days will indicate you have no objection or comments for this project.*

ADVERTISING PROOF

c/o ISj Payment Processing Center
PO Box 1570,
Pocatello,ID 83204
Ph. (208) 465-8129 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
10/11/21	21880

JESSICA REID
1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
156852	21-07-AN 2425 N. LOC	10/13/21	10/13/21	1	$44.96

LEGAL NOTICE

Case No. 21-07-AN (Annexation): 2425 N Locust Grove Rd., Kuna, ID

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission will hold a public hearing **Tuesday, November 9, 2021, at 6:00 PM,** or as soon as can be heard; in connection with an Annexation (AN) request to annex approx. 99.78 ac. into Kuna City Limits with approx. 83.33 ac. zoned R-6 (Medium Density Residential) and approx. 16.45 ac. zoned as R-8 (Medium Density Residential). Applicant will propose a preliminary plat in the future (APN: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800 & S1418417200). Section 18, Township 2 North, Range 1 East.

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.

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

Kuna Planning & Zoning Department

October 13, 2021 156852

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount:	**$0.00**
Surcharge:	**$0.00**
Credits:	**$0.00**

Gross:**$44.96**
Paid Amount:**$0.00**

Amount Due:**$44.96**

We Appreciate Your Business!

AD# 156852

Exhibit 2.23

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

PRESORT FIRST-CLASS
10/13/2021
US POSTAGE $000.00-
ZIP 83634
041M11460992

JR 10/13/21

Exhibit 2.2

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna Planning & Zoning Commission

THE CITY OF KUNA will hold a public hearing on Nov. 9, 2021 at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634

PURPOSE: Annexation, Zoning- Ledgestone South Subdivision- Zones R-6, R-8, 99.7 Acres

PROPERTY LOCATION: Locust Grove Road, Between Hubbard and Deer Flat

APPLICATION BY: Gem State Planning, LLC

CONTACT: Troy Behunin, 208-922-5274 TBehunin@kunaID.gov, with any questions

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna Planning & Zoning Commission

THE CITY OF KUNA will hold a public hearing on Nov. 9, 2021 at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634

PURPOSE: Annexation, Zoning- Ledgestone South Subdivision- Zones R-6, R-8, 99.7 Acres

PROPERTY LOCATION: Locust Grove Road, Between Hubbard and Deer Flat

APPLICATION BY: Gem State Planning, LLC

CONTACT: Troy Behunin, 208-922-5274 TBehunin@kunaID.gov, with any questions

10/28/2021

Exhibit 2.24

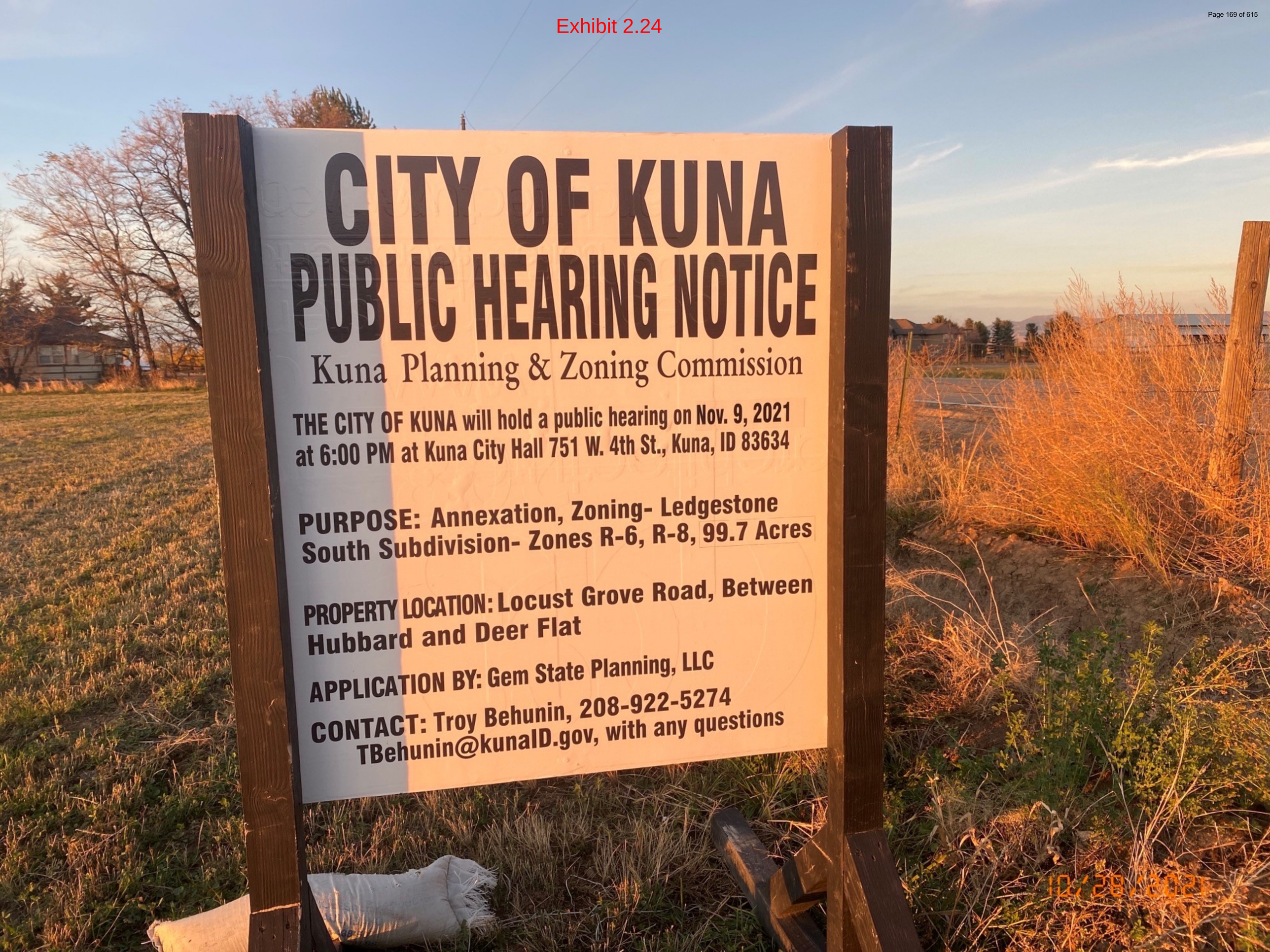

CITY OF KUNA
PUBLIC HEARING NOTICE
Kuna Planning & Zoning Commission
THE CITY OF KUNA will hold a public hearing on Nov. 9, 2021
at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634
PURPOSE: Annexation, Zoning- Ledgestone
South Subdivision- Zones R-6, R-8, 99.7 Acres
PROPERTY LOCATION: Locust Grove Road, Between
Hubbard and Deer Flat
APPLICATION BY: Gem State Planning, LLC
CONTACT: Troy Behunin, 208-922-5274
TBehunin@kunaID.gov, with any questions
10/28/2021

Exhibit 2.24

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna Planning & Zoning Commission

THE CITY OF KUNA will hold a public hearing on Nov. 9, 2021 at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634

PURPOSE: Annexation, Zoning- Ledgestone South Subdivision- Zones R-6, R-8, 99.7 Acres

PROPERTY LOCATION: Locust Grove Road, Between Hubbard and Deer Flat

APPLICATION BY: Gem State Planning, LLC

CONTACT: Troy Behunin, 208-922-5274 TBehunin@kunaID.gov, with any questions

10/28/2021

Proof of Property Posting

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

KUNA Planning & Zoning

This form shall confirm that the Public Hearing Notice for 21-07-AN Case No. Ledgestone South Project Name was posted, as required per Kuna City Code 5-1A-8, on 10/27/21 Date. This form and associated photos shall be returned to the Planning & Zoning department no later than seven (7) days prior to the Public Hearing. Signs shall be removed from the site within three (3) days after the Public Hearing.

DATED this 27th day of October, 2021.

Signature: Jane Suggs Owner/Developer

State of Idaho)
) ss
County of Ada)

On this 27th day of October, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared before me (Owner/Developer).

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

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

HANNAH CHEREJI
Print Name

Residing at: Nampa, ID
City State ZIP

Affix Seal Here

HANNAH CHEREJI
Comm. No. 20191774
NOTARY PUBLIC
Expires: 08/30/2025
STATE OF IDAHO

My Commission expires: 8-30-2025

Hannah Cherej
Signature

Exhibit 2.25

OFFICIALS
Lee Young, Chairman
Dana Hennis, Vice Chairman
Stephen Damron, Commissioner
Tyson Garten, Commissioner
Vacant

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

Planning & Zoning Commission Meeting
MINUTES
Tuesday November 9, 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 00:00:26)
COMMISSION MEMBERS PRESENT:
Chairman Lee Young – In Person
Vice Chairman Dana Hennis – Via Zoom
Commissioner Stephen Damron – In Person
Commissioner Tyson Garten – Absent
Vacant

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 ITEMS LISTED ARE ACTION ITEMS

(Timestamp 00:00:56)
1. Regular Planning and Zoning Commission Meeting Minutes Dated October 26, 2021

2. Findings of Fact & Conclusions of Law
   1. Case Nos. 21-04-ZC (Rezone), 21-05-S (Preliminary Plat) & 21-12-DR (Design Review) Ewing Meadows Subdivision

(Timestamp 00:00:58)
Motion To: Approve Consent Agenda.
Motion By: Commissioner Damron
Motion Seconded: Vice Chairman Hennis
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioner Garten was absent.

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

(Timestamp 00:01:14)

A. *Recessed from October 26, 2021* Case Nos. 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Preliminary Plat) & 20-05-SUP (Special Use Permit) for Merlin Cottages Subdivision – Doug Hanson, Planner II

A Team Land Consultants on behalf of Merlin pointe, LLC, requests planned unit development approval for an approximately 7.04 (6.61 developable) acre site, with C-1 (Neighborhood Commercial) and R-12 (High Density Residential) zoning districts and to subdivide the property into 66 total lots (54 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; (APNs: R5672430020, R5672430040, R5672430060).

(Timestamp 00:02:05)
Planner II Doug Hanson stated he had sent a second request for comments to ITD (Idaho Transportation Department) per the Commission's request; ITD responded they would have comments but did not have them ready in time for the meeting. Mr. Hanson explained ACHD (Ada County Highway District) had provided an updated Staff Report (Exhibit 2.61). Additionally, KSD (Kuna Joint School District No. 3) had provided a late submittal that morning and a copy had been provided to the Commissioners; Mr. Hanson notified the Commission that KSD's late submittal would be entered into the record as Exhibit 2.65. Mr. Hanson proceeded to explain to the Commission a decision could be made that evening if they were comfortable with the updates regarding ACHD and ITD as provided, or they could continue the hearing once again in order to review updated comments once received; if the Commission wished to continue the hearing, Mr. Hanson requested the Case be continued to December 14, 2021. He then stood for questions.

(Timestamp 00:03:10)
Commissioner Damron asked if ITD had provided an estimated timeframe for when their comments would be submitted; they had not.

(Timestamp 00:03:23)
City Attorney Bill Gigray suggested the Chairman ask the applicant if they had been able to review the submitted ACHD and KSD comments. Chairman Young invited the applicant to the podium.

(Timestamp 00:03:46)
Applicant Steve Arnold addressed the Commission and confirmed they had been able to do so. Mr. Arnold stated they were in agreement with the requirements laid out by ACHD and explained he also had a traffic generation of the Wal-Mart proposed in the past, and the current potential count per 1,000 SF of living space; it resulted in approximately 600 trips per day due to the project. Mr. Arnold commented that ITD was currently understaffed and only had one individual reviewing applications. In regards to KSD comments, Mr. Arnold explained they felt that the standard taxes generated by the project already had the largest portion going to KSD, and did not agree with KSD's request. Additionally, they had offered to provide a school bus pull out as KSD was concerned the turning maneuver onto N Sailer was unsafe; Mr. Arnold did point out that school buses already made this turn and reiterated their willingness to provide an ample turnout. He then stood for questions.

(Timestamp 00:07:02)
Commissioner Damron asked Mr. Gigray if it was legal for KSD to request impact fees. Mr. Gigray explained school districts were not yet allowed to collect impact fees as they did not have Ordinance authority. Mr. Gigray stated the request may have been generated as a result of House Bill 389. He continued by stating he did not feel comfortable creating a Development Agreement that requested these additional fees either.

(Timestamp 00:10:35)
Chairman Young asked the Commissioners their thoughts on moving forward with the Case, or continuing the Case so they may receive and review ITD comments.

Vice Chairman Hennis felt there was more going on then previously received; he did want to review ITD's comments but he was also concerned with KSD's comments on it being unsafe for school buses even though buses were already accessing the subdivision. He felt safety of the school buses needed to be verified, especially because the proposed project was denser than usual (per Planned Unit Development).

Chairman Young asked Vice Chairman Hennis if he felt ITD comments were necessary in order for the Case to move forward.

Vice Chairman Hennis questioned if the turn onto N Sailer would be safe and wanted to see ITD's thoughts on that, especially since the concentration of traffic would be more centered around leaving and returning home times instead of spread throughout the day like with a box store.

(Timestamp 00:13:54)
Commissioner Damron agreed with Vice Chairman Hennis and was concerned about children safety. Vice Chairman Hennis stated he believed this issue needed to be looked into more.

(Timestamp 00:14:30)
Chairman Young asked the Commission if they wanted to continue the Public Hearing to December 14, 2021, pending ITD comments. Vice Chairman Hennis thought it would be fair to the project and make a properly informed recommendation to City Council. Chairman Young then stood for a Motion.

(Timestamp 00:15:18)
Motion To: Continue Case Nos. 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Preliminary Plat) & 20-05-SUP (Special Use Permit) for Merlin Cottages Subdivision to December 14, 2021.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

(Timestamp 00:16:03)

B. *Tabled from October 12, 2021* Case Nos. 21-04-AN (Annexation), 21-03-ZC (Rezone), 21-01-PUD (Planned Unit Development), 21-03-S (Preliminary Plat), 21-04-SUP (Special Use Permit),

21-01-DA (Development Agreement) & 21-26-DR (Design Review) for Sabino's Rocky Ridge Subdivision – Doug Hanson, Planner II

Providence Properties LLC requests Planned Unit Development approval for approximately 136.17 acres, with C-1 (Neighborhood Commercial), R-6 (Medium Density Residential) and R-8 (High Density Residential) zoning district classifications. The applicant requests Pre-Plat approval in order to subdivide the approximate 136.17 acres into 697 total lots (619 single family, 76 common, and 2 commercial). The subject site is located at 3250 W Hubbard Road, Kuna, ID 83634, within Section 10, Township 2 North, Range 1 West; (APNs: S1310314800, S1310346805, S1310427810, S1310449300).

(Timestamp 00:16:50)
Planner II Doug Hanson explained staff had not received comments from ACHD (Ada County Highway District), which was why the Case had been requested to be tabled to a date uncertain.

(Timestamp 00:17:00)
City Attorney Bill Gigray made a point of clarification that the Case would require re-noticing as the item was being tabled.

(Timestamp 00:17:27)
Motion To: Table Case Nos. 21-04-AN (Annexation), 21-03-ZC (Rezone), 21-01-PUD (Planned Unit Development), 21-03-S (Preliminary Plat), 21-04-SUP (Special Use Permit), 21-01-DA (Development Agreement) & 21-26-DR (Design Review) for Sabino's Rocky Ridge Subdivision to a date uncertain.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

(Timestamp 00:18:05)
C. Case No. 21-07-AN (Annexation) for Ledgestone South – Troy Behunin, Senior Planner

GEM State Planning, LLC on behalf of Trilogy Development, Inc. requests Annexation of approximately 99.78 acres into the City of Kuna and to zone approximately (approx.) 83.33 acres as R-6 Medium Density Residential (MDR), and 16.45 acres as R-8 MDR. The Applicant only requests Annexation at this time and will propose a Preliminary Plat in the future. The subject site is adjacent to Kuna City limits on the north and west side; and is currently zoned RR (Rural Residential) in Ada County. The subject site is located at 2425 N Locust Grove Road, Kuna, ID 83642, (APN's: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800 & S1418417200).). Section 18, Township 2 North, Range 1 East.

(Timestamp 00:18:20)
Senior Planner Troy Behunin presented an overview of the project and reminded the Commission the Case was strictly for the Annexation, and that any development application would come forward in the future. He then stood for questions.

(Timestamp 00:19:46)
City Attorney Bill Gigray asked a clarifying question in regards to a Rezone & Mr. Behunin confirmed a Rezone was not part of the application because a zone must be indicated when requesting Annexation.

Planning and Zoning Director Jace Hellman further explained Rezone's are typically seen when a subject property was already part of City Limits and required a zone change as part of development, however, staff historically did not require a Rezone when only an Annexation was requested since the applicant is required to indicate a zone as part of their Annexation application.

Mr. Gigray thanked staff for their clarification.

(Timestamp 00:21:36)
Chairman Young recalled issues with the previous development application regarding services, and asked if that had been mitigated.

Mr. Behunin reiterated the application was strictly for Annexation and serviceability issues would be addressed at time of a development application. Additionally, Mr. Behunin explained a DA (Development Agreement) would be presented to the City Council which stated a development application would not come forward until services were available.

(Timestamp 00:23:47)
Jane Suggs of Gem State Planning presented an overview of the proposed project and some of the previous development applications history. She did expound that the development community was working with Kuna Public Works on addressing current sewer capacity issues and working towards solutions. Ms. Suggs stressed the application before the Commission was strictly for Annexation with an R-6 and R-8 zone. She agreed with the Conditions of Approval listed in the staff report and explained when the development application came forward in the future, that is when the serviceability would be addressed. Ms. Suggs the Annexation follows the FLUM (Future Land Use Map) within the Comprehensive Plan. She then stood for questions.

(Timestamp 00:27:20)
Vice Chairman Hennis asked if there were any major changes proposed as compared to the previous application. Ms. Suggs referenced the future development application would closely follow the layout and product the previous application but the application being heard was the Annexation with the R-6 and R-8 zones.

(Timestamp 00:28:44)
Chairman Young opened the Public Hearing.

<u>Support:</u>
1. Jane Suggs (Applicant), Gem State Planning, 9839 Cablecar Street, Boise, Idaho, 83709 – Testify
2. Charlotte Busbee, 364 N Bay Haven Avenue, Kuna, Idaho, 83634 – Not Testify

<u>Neutral:</u>
1. Roger Staff, 2303 N locust Grove Road, Kuna, Idaho, 83634 – Not Testify

<u>Against:</u>
None

(Timestamp 00:29:20)
As there were no individuals signed-in who wished to testify, Chairman Young asked if there was anyone who was present who would like to sign-in; there were not, so he closed the Public Hearing.

(Timestamp 00:29:52)
Commissioner Damron did not express any issues.

Vice Chairman Hennis touched on a few topics he had previously expressed.

Chairman Young did not express any concerns.

(Timestamp 00:30:45)
Motion To: Recommend Approval to City Council of Case No. 21-07-AN (Annexation) for Ledgestone South, with the Conditions as outlined in the staff report.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

4. BUSINESS ITEMS:

(Timestamp 00:31:16)
A. Case No. 21-25-DR (Design Review) for the Americool Buildings – Jessica Reid, Planning Services Specialist ACTION ITEM

Rick Bugatsch, on behalf of TLM, LLC, requests Design Review approval for a 3,300 SF metal building with office & warehouse space, associated parking lot and landscaping. The subject site is located at 707 W Avalon (APN: S1326120800) with an M-1 (Light Industrial/Manufacturing) zoning designation; Section 26, Township 2 North, Range 1 West.

(Timestamp 00:31:28)
Planning Services Specialist Jessica Reid presented an overview of the project then stood for questions.

(Timestamp 00:34:26)
Property owner Tony Martarano addressed the Commission, notifying them that they generally agreed with the staff report and Conditions; he explained he did have a few questions regarding the pressurized irrigation connection but would address those with staff. Mr. Martarano then stood for questions; there were none.

(Timestamp 00:35:38)
The Commission proceeded into discussion of the project.

Vice Chairman Hennis expressed the project was well designed; the trash enclosure met specifications; and the landscaping was appropriate. Commissioner Damron agreed.

Exhibit 2.25

(Timestamp 00:36:20)
Motion To: Approve Case No. 21-25-DR (Design Review) for the Americool Building, with the Conditions as outlined in the staff report.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

(Timestamp 00:36:58)
Ms. Reid requested a moment to speak with the Applicants before proceeding to the next Case as she was also operating as the meeting Clerk.

(Timestamp 00:37:22)
B. Case No. 21-27-DR (Design Review) Rising Sun Fencing Alternative Compliance Request – Troy Behunin, Senior Planner ACTION ITEM

M3 Companies, LLC requests Design Review (Alternative Compliance) approval for perimeter fencing for the subdivisions known as the Rising Sun Estates and Rising Sun Commons. The Applicant desires to install a consistent and unique fence throughout each of their multiple phases, as described in KCC 5-4-6-B-3-g-2. This project is located on the Southwest Corner (SWC) of Kuna Road and Stroebel Road, Kuna, ID.

(Timestamp 00:37:42)
Senior Planner Troy Behunin presented an overview of the project and stood for questions; there were none.

(Timestamp 00:39:18)
Travis Jeffers of M3 Companies presented their proposal for alternative fencing which was similar to another alternative compliance request at another project. Mr. Jeffers pointed out the fence maintenance plan which would be executed by the developments HOA (Homeowners Association); he then referenced images of their proposal.

(Timestamp 00:41:18)
City Attorney Bill Gigray asked if Vice Chairman Hennis was able to see the presentation images as he was attending via Zoom. Vice Chairman Hennis he was not but was able to review the presentation images submitted with the meeting packet.

(Timestamp 00:41:28)
Mr. Jeffers summarized his presentation and stood for questions; there were none.

(Timestamp 00:43:00)
The Commission proceeded into their discussion.

Chairman Young agreed it was an acceptable alternative and was aesthetically pleasing.

Commissioner Damron felt it was more aesthetically pleasing than the usual vinyl fencing.

Vice Chairman Hennis agreed, especially as there was such a strong maintenance plan.

(Timestamp 00:43:36)
Motion To: Approve Case No. 21-27-DR (Design Review) Rising Sun Fencing Alternative Compliance Request**,** with the Conditions as outlined in the staff report.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

5. *ADJOURNMENT:*

(Timestamp 00:44:06)
Chairman Young asked staff if there were any items to address as the rest of the agenda had been completed; there were not.

(Timestamp 00:44:22)
Motion To: Adjourn.
Motion By: Commissioner Damron
Motion Seconded: Vice Chairman Hennis
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

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

Exhibit 2.26

KUNA
Planning & Zoning

AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho)
) ss
County of Ada)

I, JRL Properties, LP (Full Name),

9839 W Cable Car St Suite 101 (Address) Boise ID 83709 (City, State, ZIP)

Being first duly sworn upon oath, depose and say: (If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to Gem State Planning, LLC (Full Name)

9839 W Cable Car St Suite 101 (Address) Boise ID 83709 (City, State, ZIP)

to submit the accompanying application pertaining to that property.

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

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

Dated this 9th (Date) day of January (Month), 20 23 (Year)

Signature

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

David LaBrie (Print Name)

Residing at: 7037 N Spurwing Way (Address)
Meridian (City) ID (State) ZIP 83646

My Commission expires: 9/6/2025 (Date)

Signature

DAVID LABRIE
Comm. No. 50738
NOTARY PUBLIC
Expires: 09/06/2025
STATE OF IDAHO

Exhibit 2.27

01/26/2022

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 / Trilogy Development, Inc.
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, Idaho 83634
Trilogy Development, Inc.	**"Developer"**	Trilogy Development, Inc 9839 W Cable Car Street, Ste 101 Boise, ID 83709
Heartland Townhomes Property Management, LLC	**"Owner"**	Heartland Townhomes Property Management, LLC 9839 W Cable Car Street, Ste 101 Boise, ID 83709
JRL Properties, LP	**"Owner"**	JRL Properties, LP 9839 W Cable Car Street, Ste. 101 Boise, ID 83709
207, LLC	**"Owner"**	207, LLC 2425 N Locust Grove Road Kuna, ID 83634

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CITY OF KUNA/LEDGESTONE SOUTH ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

THIS 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 Trilogy Development, Inc, an Idaho corporation (**"Developer"**), Heartland Townhomes Property Management, LLC, an Idaho limited liability company (**"Owner"**), JRL Properties, LP ("**Owner**"), 207 LLC ("**Owner**") 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 Definitions, and in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, City, Developer and Owners 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 **ACHD:** Means and refers to the Ada County Highway District, a countywide highway district organized and existing pursuant to Chapter 14 of Title 40, Idaho Code.

1.2 **Act:** Means and refers to the Local Land Use Planning Act as codified in Chapter 65 of Title 67, Idaho Code.

1.3 **Ada County:** Means and refers to Ada County, Idaho.

1.4 **Agreement:** Means and refers to this **"City of Kuna/Ledgestone South Annexation and Zoning Development Agreement,"** which may be referred to and cited as the **"Ledgestone South Development Agreement."**

1.5 **Annexation Application:** Means and refers to Applicants' application to the City regarding the Subject Real Property requesting its annexation into the City.

1.6 **Annexation Ordinance:** Means and refers to the annexation ordinance of the City which annexes the Subject Real Property into the City, a true and correct copy of which is attached marked **Exhibit A**.

1.7 **Annexation Statute:** Means and refers to Idaho Code Section 50-222.

1.8 **Applicants:** Means and refers to the Developer and the Owners. This term may appear in this Agreement in the singular or the plural.

1.9 **Applications:** Means and refers to all of the Applicants' applications to the City regarding the Subject Real Property including the Annexation Applications, and Zone Changing Applications.

1.10 **City:** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.

1.11 **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)).

1.12 **City Council:** Means and refers to the City Council of the City.

1.13 **City Fees:** Means and refers to the fees for services as established and charged by the City.

1.14 **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.

1.15 **City Proprietary Fee Supported Services:** Means and refers to the following services provided by the City which are funded by City proprietary fees including the sanitary sewer, domestic water, irrigation water and solid waste disposal services.

1.16 **Comprehensive Plan:** Means and refers to the City of Kuna Comprehensive Plan, as it exists on the Effective Date.

1.17 **Developed:** Means and refers to the completion of development of a Project or phases of a Project by the Applicants in accordance with the provisions of this Agreement.

Exhibit 2.27

1.18 **Developer:** Means and refers to Trilogy Development, Inc., an Idaho Corporation authorized to do business in Idaho which is one of the Applicants and is a Party to this Agreement.

1.19 **Drainage System:** Means and refers to a drainage and flood control system and facilities for collection, diversion, detention, retention, dispersal, use and discharge of drain water.

1.20 **Effective Date:** Means and refers to the date upon which this Agreement takes effect, which is the same date that the City's Annexation Ordinance and Zone Changing Ordinance take effect.

1.21 **Existing Improvements:** Means and refers to the existing improvements located upon the Subject Real Property on the Effective Date which are as follows: single family home, outbuildings, irrigation laterals and ditches.

1.22 **Existing Uses:** Means and refers to the existing uses of the Subject Real Property on the Effective Date, which are as follows: residence, outbuildings, agricultural crops.

1.23 **Green Space:** Means and refers to open-space areas, whether public or private, reserved for parks or other "green spaces", which exclusively includes any of the following: plant life, water features, other kinds of natural environments and pathways, recreational facilities, and/or park appurtenances.

1.24 **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 D** and by this reference incorporated herein this definition.

1.25 **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.

1.26 **Infrastructure Master Plan:** Means and refers to all of the Infrastructure Systems which are part and parcel of a Master Plan.

1.27 **Infrastructure Systems:** Means and refers to Public Streets, Travel Appurtenances, Applicants' Potable Water System Improvements, Pressure Irrigation System, Sewerage System Improvements, Drainage Systems, Green Space, as provided for in this Agreement.

1.28 **Master Plan:** Means and refers to a plan for a Developed Project including the Infrastructure Master Plan for improvements that require City permits and the intended uses of the Subject Real Property.

1.29 **Offsite Potable Water:** Means and refers to any Project potable water supply network, located outside the boundary of the Subject Real Property, to connect the Project Potable Water System to the existing terminus of the City's Potable Water System.

1.30 **Offsite Sewerage:** Means and refers to any Project sewer improvements, including, without limitation effluent application sites, gravity lines, pressure lines, lift station, borings, manholes, and engineering, to connect the Subject Real Property to the existing terminus of the City's sewer system, the alignment.

1.31 **Ordinances:** Means and refers to an ordinance passed by the City Council in accordance with the provisions of this Agreement. This term may appear in this Agreement in the singular or the plural.

1.32 **Owners:** Means and refers to Heartland Townhomes Property Management, LLC, an Idaho limited liability company, and JRL Properties, LP, an Idaho limited liability company, who are the Applicants and who separately own Parcels within the Subject Real Property on the Effective Date and who are Parties to this Agreement, and after the Effective Date of this Agreement, this term shall also refer to any subsequent owner or owners of the Subject Real Property. The use of this term in this Agreement may appear in the singular when referring to only one of the Owners.

1.33 **Parcel:** Means and refers to tract or parcel of distinctly legally described real property located within the Subject Real Property. The use of this term in this Agreement may appear in the singular or the plural.

1.34 **Party:** Means and refers to the City and/or the Owners and/or the Developer, as the Parties to this Agreement. This term may appear in this Agreement in the singular or the plural.

1.35 **Planning & Zoning Commission:** Means and refers to the City's Planning & Zoning Commission.

1.36 **Potable Water Provider:** Means and refers to the City providing potable water through the Potable Water System.

1.37 **Potable Water System:** Means and refers to the City's domestic potable water system which includes, without limitation, all wells, storage tanks, distribution mains and pump stations necessary to provide Potable Water to users of the City's potable water system.

1.38 **Pressure Irrigation System:** Means and refers to the pressure irrigation system designed and built by the Applicants to provide irrigation water to a Project.

1.39 **Project:** Means and refers to a change in Existing Uses and/or Existing Improvements by any development of the Subject Real Property.

1.40 **Project Approval Application:** Means and refers to an application by the Applicants for a Project approval, as required by this Agreement, including the appropriate development application(s) as governed by City Ordinances.

1.41 **Project Potable Water System:** Means and refers to the wells, storage tanks and distribution lines, offsite main lines and pumps planned, designed and constructed by the Applicant and/or the City to serve the Project with potable water.

1.42 **Public Infrastructure:** Means and refers to the infrastructure facilities and services improvements, including, without limitation, underlying lands and improvements that are owned or to be conveyed to and owned by the City or a third-party Service Agencies.

1.43 **Public Street:** Means and refers to any street to be developed as a part of a Project that will be dedicated to and intended for acceptance for perpetual maintenance by ACHD and/or Idaho Transportation Department. This term may appear in this Agreement in the singular or the plural.

1.44 **Rezone Ordinance:** Means and refers to a zoning ordinance which rezones the Subject Real Property as R-6 and R-8 City zones in accordance with the Application and subject to the provisions of this Agreement a true and correct copy of which is attached and marked as **Exhibit B**.

1.45 **Services Agencies:** Means and refers to any and all political subdivisions providing services within the City's planning area jurisdiction.

1.46 **Sewer Provider:** Means and refers to City providing sewerage service through the Wastewater System.

1.47 **Sewerage System:** Means and refers to any or all or any combination of the following depending upon the context of this term in the Agreement including, without limitation: wastewater treatment facilities, intercepting sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, structures, buildings, machinery, equipment connections and all other appurtenances used for the collection, and transportation to the City's Wastewater System treatment facilities for the treatment and disposal of sewage.

1.48 **Subject Real Property:** Means and refers to the 99.78 acres, more or less, located in Ada County, Idaho, legally described and depicted in **Exhibit C** and consisting of the following Ada County Assessor's designated Parcel Nos: S1418123460, S1418123496, S1418427800, S1418142350 and S1418123490.

1.49 **Subject Real Property Improvement:** Means and refers to any development, installation and/or any construction of a permanent structure or addition to any existing structure or fixture on the Subject Real Property.

1.50 **Term:** Means and refers to the duration of this Agreement as set forth herein unless the word "term" is not capitalized.

1.51 **Wastewater System:** Means and refers to the City's Sewerage System including, without limitation, all collection lines, lift stations, treatment plants and all appurtenances thereto necessary to provide sewerage service to users of the City's Sewerage System.

1.52 **Zoning Administrator:** Means and refers to the planning & zoning director of the City.

1.53 **Zoning Application:** Means and refers to the Applicants' application to the City regarding the rezoning of Subject Real Property in accordance with the Rezone Ordinance.

1.54 **Zoning Ordinance:** Means and refers to the zoning regulations of the City codified in Title 5 Kuna City Code as it exists on the Effective Date.

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 **Development Agreement:** City has the power under the Act [I.C. § 67-6511A], by ordinance (Chapter 14 of Title 5 KCC), to require or permit the Applicants, as a condition of annexation/rezoning of real property, to make a written commitment concerning the use or future development of the Subject Real Property; and

2.4 **Ownership:** Owners are the owners of the Subject Real Property; and

2.5 **Owners Applications:** The Applicants have filed the Application, without an accompanying development plan, Application seeking to annex, into the City, the Subject Real Property with portions rezoned Medium Density Residential (R-6) City zone and portions rezoned as Medium Density residential (R-8) City zone; and

2.6 **Subject Real Property Location Within Impact Area:** The Subject Real Property lies within the Impact Area; and

2.7 **Comprehensive Plan:** The Applications is in compliance with the Comprehensive Plan by:

- Utilizing Medium Density Residential land use designations to encourage development and expansion of neighboring Residential uses in certain locations; and
- Providing for a sustainable land use pattern and sensible mix of the City's land use pattern for residential development at locations where such land use designations are identified in the Future Land Use Map; and
- Establishing areas sufficient in size, scope and location for residential development of the Subject Real Property so that residential development and use of the Subject Real Property will be protected from incompatible land uses.

2.8 **Applicants' Intentions:** The Applicants intend to continue Existing Uses with Existing Improvements and will pursue the marketing, development and use of the Subject Real Property in the future in accordance with the R-6 and R-8 residential rezoning districts as applied for.

2.9 **City Intentions:** The City intends, in consideration of granting the Application, that any change in the Existing Uses and Existing Improvements shall be subject to this Agreement and the goals and authority of the City to assure that any changes of Existing Uses and Existing Improvements are in accordance with Comprehensive Plan goals and will:

- Contribute to the diversity and robustness of the City's economy; and
- Support mix of residential uses; and
- Contribute to the strategic location and development of residential areas in the City; and
- Provide for a strong transportation and Infrastructure Systems which will be connected with those systems which serve the City; and
- Not impose additional burdens upon the City's and the Service Agencies abilities to provide services which will result in a reduction of the level of those services; and
- Result in the orderly development of the City in a manner that allows for the 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
- Be in compliance with applicable City Ordinances, Federal and State Laws and regulations.

2.10 **Existing Improvements and Existing Uses:** The City requires, as a special consideration and condition of granting the Application, that the Applicants' use and possession of the Subject Real Property shall be limited to Existing Uses and maintenance of Existing Improvements and any change to either shall require the Applicants to file, with the City, a Project Approval Application in accordance with this Agreement.

2.11 **Written Commitment:** It is the intention and purpose of the Parties, by entering into this Agreement, as a condition of rezoning the Subject Real Property, to establish the process, requirements and conditions for a Project approval and that the Applicants make this written commitment that any such Project approval will be in accordance with the terms and conditions of this Agreement.

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 Applicants hereunder constitute sufficient consideration to support the covenants and agreements of the City and the Applicants.

SECTION 3 Annexation

3.1 **Annexation Application:** Developer, with the Owners' consent, has filed an Annexation Application, which the City has processed.

3.2 **Annexation Approval:** City Council, subject to the Parties entering into this Agreement, has approved the Annexation Ordinance of the Subject Real Property.

3.3 **Annexation Ordinance:** The Annexation Ordinance, approved by the City Council, takes effect on the Effective Date.

SECTION 4 Project Zoning and Land Use Approvals

4.1 **Rezoning Application:** The Applicants have filed the Application(s) which includes applications for the annexation and rezoning of the Subject Real Property which the City has processed together.

4.2 **Rezone Approval:** City Council approved the Annexation Ordinance and the Rezone Ordinance subject to the condition that the Developer and Owners enter into this Agreement.

4.3 **Rezone Ordinance:** The Rezone Ordinance, approved by the City Council, will take effect on the Effective Date.

4.4 **General Terms:** The following terms and conditions apply to the use and development of the Subject Real Property:

4.4.1 **Existing Uses:** The Existing Uses are allowed and may continue in accordance with this Agreement.

4.4.2 **Existing Improvements:** The Existing Improvements may be maintained and replaced as reasonably necessary in accordance with this Agreement.

4.4.3 **No Change to Existing Uses and no Additional Improvements:** The Applicants shall not change any Existing Uses nor place or construct any additional Improvements upon the Subject Real Property unless the Applicants first files and obtains City approval of a Project Approval Application.

SECTION 5 Process, Standards and Criteria for Project Changes in Existing Uses and Improvements

5.1 **Project Approval Application Process:** When any of the Applicants seeks approval by the City of a Project within the Subject Real Property, the Applicants shall:

5.1.1 File, with the City Planning and Zoning Department, a Project Approval Application together with applicable applications required by City Code (**"Accompanying Applications"**) depending upon the proposed change in Exiting Uses and/or proposed additional Improvements.

5.1.2 Project Approval Application Applicant shall include the following:

5.1.2.1 Project Description Summary; and

5.1.2.2 Project Legal Descriptions; and

5.1.2.3 Project Master Plan; and

5.1.2.4 Project Infrastructure Master Plans Components as are relevant to the proposed Project; and

5.1.2.5 The intended use of the Developed Project; and

5.1.2.6 An analysis of the fiscal impact upon City Property Tax Supported Services which will serve the approved Developed Project; and

5.1.2.7 An analysis of the fiscal impact upon City Proprietary Fee Supported Services which will serve the approved Developed Project.

5.2 Project Infrastructure Master Plans Components Requirements: Project Infrastructure Master Plans, as are relevant to the proposed Project, shall comply with the following:

5.2.1 Public Streets and Private Roads Project Infrastructure Master Plan Component: Public Streets and Private Roads Project Infrastructure Master Plan Component shall:

5.2.1.1 Include a designation of the location of the Public Streets and Private Roads (if any) that will serve a Project, as it is fully Developed including considerations that Additional Property may, in the future, be added to a Project.

5.2.1.2 Identify the location of Public Streets and Private Roads depicted on this component may be conceptual and may be subject to change by the City and ACHD, as a Project is developed. The final designation of the Project's Public Streets and Private Roads will be determined in the Subdivision permitting process by the City and ACHD, as a Project is developed.

5.2.1.3 Include Public Streets and Private Roads which are designed and constructed to meet ACHD standards for acceptance and in accordance with the approved Public Streets and Private Roads Project Infrastructure Master Plan and as approved in the subdivision approval process.

5.2.1.4 Be subject to the subdivision approval process which shall include the following conditions:

5.2.1.4.1 Constructed to City and ACHD applicable engineering standards. Private Roads may modify curb, drainage, widths, parking and other standards in accordance with any applicable PUD modifications and the City's Subdivision Ordinance; and

5.2.1.4.2 Identification of how and who will maintain the Private Roads; and

5.2.1.4.3 Remain owned by the Applicant until the Project is Developed and which may subsequently be conveyed to one or more owners' associations as designated in each Developed phase of a Project; and identified on the preliminary and final plats of the Subject Real Property; and

5.2.1.4.4 Be accessible to public service agency providers including, without limitation, police, fire, ambulance, garbage collection, electrical, cable and telephone line installation and repair, domestic and irrigation water or sewer line installation and repair, and other similar public purposes.

5.2.1.5 Include parking, pedestrian, bicycle, sidewalks and/or other facilities intended to be used for non-motorized vehicular traffic and/or for e-bicycles and scooters used for ingress and egress to and from or within a Project (**"Travel Appurtenances"**), not included in Public Streets or Private Roads, and Developed within a phase of a Project, shall include, as is relevant and as required by the City.

5.2.1.6 Include Public Street and Private Road lighting shall be served with underground electric service distribution; all Public Streets and Private Roads striping, traffic signals, signposts, name signs, stop signs, speed limit signs, and all other directional/warning/advisory traffic signage in accordance with the Manual on Uniform Traffic Control Devices.

5.2.2 Potable Water Infrastructure Project Master Plan Component: Potable Water Infrastructure Project Master Plan Component shall:

5.2.2.1 Include the Project development intention to be served by the City's Potable Water System or by another Potable Water Provider in accordance with the provisions of this Section; and

5.2.2.2 Designate whether the Project will be served by an Offsite Potable Water line or will be served by wells with a Project Potable Water System. In the event the City is unable to provide Potable Water to all or a portion of the Project, the Applicant may seek alternative potable water service; and

5.2.2.3 Designate the locations of wells, the number of wells, water storage tanks (if necessary as required by the City in its discretion), and the general location of the water transmission and distribution system, including any that are offsite that will serve a Project as a Project is fully Developed including considerations that Additional Property may, in the future, be added to a Project as required by the City in order for potable water to be provided by the Potable Water Provider to a Project (which may be constructed on the same site) and meet redundancy requirements and provide for its interconnectivity to the Potable Water System; and

5.2.2.4 Provide, in the event the City does not secure the necessary water rights and well permits to serve a Project via new wells, prepare and submit to the City an Offsite Potable Water plan that would connect the Subject Real Property to the City's Potable Water System via the Offsite Potable Water line; and

5.2.2.5 Include the Applicant's agreement to convey, at no cost to the City, all potable well sites, as identified in a Project, the Potable Water Infrastructure Project Master Plan and grant access easements to such sites prior to the City commencing construction; and

5.2.2.6 Include the Applicant's agreement to be responsible to install all distribution lines, pressure reducing valves and booster stations and other aspects of a Potable Water Infrastructure Project Master Plan to serve uses within a Project, excluding the costs for any wells, storage tanks or Offsite Potable Water system to supply potable water to a Project that may be the responsibility of the City, at the Applicants' sole cost and expense (the **"Applicants' Potable Water System Improvements"**).

5.2.2.7 **City Responsibility:** City will:

5.2.2.7.1 Provide all Potable Water Rights as are available to serve a Project and reserve those rights to the extent allowable by law, in the event water is limited; and

5.2.2.7.2 Upon conveyance of Applicant's Potable Water System Improvements to the City, be the Potable Water Provider to a Developed Project and shall continue to own and maintain the Applicants' Potable Water System Improvements, and Wells as a part of the Applicants' Potable Water System; and

5.2.2.7.3 Upon completion by the Applicant of each Developed phase within a Project, be the Potable Water Provider to that Developed phase of a Project.

5.2.3 Irrigation Water Infrastructure Project Master Plan Component: Irrigation Water Infrastructure Project Master Plan Component shall:

5.2.3.1 Include the Project development intention to be served by the Pressure Irrigation System in accordance with the provisions of this Section; and

5.2.3.2 Designate the locations of the Pressure Irrigation System Improvements that will service a Project, as it is fully Developed; and

5.2.3.3 Include the Applicant's agreement to retain all irrigation water rights related to irrigation of the Subject Real Property and those water rights shall continue to be utilized for irrigation of the Subject Real Property; and

5.2.3.4 Subject to the City's payment of reasonable assessment rates, as set by Applicant's or owners' association, for irrigation water provided to any Public Park that is part of a Project conveyed to and accepted by the City.

5.2.4 Wastewater Treatment Infrastructure Project Master Plan Component: Wastewater Treatment Infrastructure Project Master Plan Component shall:

5.2.4.1 Include a designation of the approximate location of the Sewerage System wastewater treatment facilities, main lines, including offsite sewer lines and lift stations, that will service a Project, as required by the City in order for the City to be the Sewer Provider to a Project as it is fully Developed (the **"Sewerage System Improvements"**); and

5.2.4.2 Include the Applicant's agreement to construct the City-approved wastewater treatment facilities, main lines, including offsite sewer lines and lift stations, that will service a Project; and

5.2.4.3 Include the design of Applicant's constructed Offsite Sewerage must ensure that, upon completion of the Offsite Sewerage, the Subject Real Property will be served by the Sewer Provider with a capacity to serve the maximum density of an approved Project.

5.2.4.4 City Responsibility: City will:

5.2.4.4.1 Following the Applicant's construction and installation of the Applicants' Sewerage System Improvements in accordance with the Sewer Master Plan including easements and acceptance by the City, become the Sewer Provider for a Project as it is developed.

5.2.5 Drainage System Infrastructure Project Master Plan Component: Drainage System Infrastructure Project Master Plan Component shall:

5.2.5.1 Designate the location of the surface drainage systems to remove excess water from the surface of the land (**"Drainage System Improvements"**) that will service the Project, as it is fully developed including considerations that Additional Property may, in the future, be added to the Project; and

5.2.5.2 Designate areas with private Drainage Systems to be conveyed to and accepted by and maintained by Applicant or a designated owners' association; and

5.2.5.3 Be constructed, as the Project phases are developed, to meet ACHD standards on Public Streets, City and any applicable State standards as is relevant to the intended ownership and maintenance of the constructed Drainage System Improvements.

5.2.6 Green Space Infrastructure Project Master Plan Component: Green Space Infrastructure Project Master Plan Component shall:

5.2.6.1 Contain Green Space, as required by City Ordinances and standards, in accordance with the following:

5.2.6.1.1 **Pathways:** Pathways and trails shall be depicted within Green Space and may be constructed in phases; and

5.2.6.1.2 **Plat:** Green Space shall be specifically designated upon submission of each preliminary and final plat; and

5.2.6.1.3 **Ownership:** The ownership of Green Space shall be owned and maintained as follows:

5.2.6.1.3.1 Public parks by the City;

5.2.6.1.3.2 Other Green Spaces by Applicant or owners' association.

5.2.6.1.3.3 The Applicants shall identify, as phases of a Project are Developed, an owners' association or other entity that will own and maintain each Green Space and all improvements within the phase of the Project then being Developed.

5.2.6.1.4 **Isolated Trails:** In locations where pathways and trails are isolated and not connected to any other development trail or pathway or detached from development areas (**"Isolated Trails"**), such Isolated Trails shall be constructed by the Applicant and approved by the City as each Project phase is permitted and completed.

5.2.6.1.4.1 Isolated Trails shall be a minimum of 500 feet per each approved phase. In any circumstance where a pathway or trail is unable to be constructed due to safety, topography, or easement / ownership conflicts, then the Applicant shall either re-route such pathways or trails or replace them with additional pathways or trails elsewhere or reach a written agreement with the City to construct those pathways or trails in the reasonably foreseeable future when the circumstances are expected to be resolved.

5.2.6.1.4.2 Applicant may construct larger portions of the Isolated Trails at a rate faster than five hundred (500) feet per phase, in which case the cumulative total of the Isolated Trails would count toward the five hundred (500)-foot minimum requirement.

5.2.6.1.5 **Project Public Parks:** In the event a Green Space Infrastructure Project Master Plan calls for a public park, the same shall be a minimum of ten (10) acres in size and dedicated to the City; and

5.2.6.1.5.1 The location of the public park(s) may be modified from the location shown on the Green Space Infrastructure Project Master Plan but shall be located adjacent to a main Public Street in a central location to maximize public access and be compatible with the intent of the Green Space Infrastructure Project Master Plan; and

5.2.6.1.5.2 The public park(s) shall include at least three (3) active amenities such as by way of example:

- Playing fields, playground, basketball court, volleyball court, tennis court, pickle ball courts, a picnic shelter, etc.; and

5.2.6.1.5.3 The Applicants and the City will work together on the final design of any public park(s).

5.2.6.1.6 **Public Park Impact Fee Credits and Reimbursement:** If the Applicant, at no cost or expense to the City, develops and conveys, to the City, a public park within the Project, upon approval from City Administrator of the public park improvement costs, including the current fair market value of the land (**"Approved Public Park Costs"**), the Developer or the Owners of any real property within the Subject Real Property shall be entitled to the issuance of a credit against the City's public park impact fee or reimbursement from Project impact fees or a combination thereof, as will be negotiated with the City Administrator in accordance with the provisions of Kuna City Code Section 12-1-6 including any other applicable provisions of Chapter 1 of Title 12 Kuna City Code.

5.2.7 **City Property Tax Supported Services Project Master Plan Component:** The City Property Tax Supported Services Project Master Plan Component shall:

5.2.7.1 Include an analysis of City Property Tax Supported Services reasonably anticipated to be provided to the developing and Developed Project which are negatively impacted by H.B. 389 and which analysis shall be determined in accordance with the following criteria:

- The projected additional City Property Tax Supported Services costs needed to serve the Project during the process of development and as Developed Project; and
- The projected incremental amount of the property tax to be collected from the Project; and
- The project amount of the Project property tax loss imposed by H.B. 389 which would be used to fund the projected additional City Property Tax Supported Services costs.

SECTION 6 Infrastructure Systems Development Construction Standards

6.1 **Infrastructure Systems Development Standards:** Applicant will, in the course of development of each phase of a Project, construct and install all Infrastructure Systems, including any portion thereof that is Offsite, in accordance with the then current relevant engineering City, ACHD, Ada County, state of Idaho and Federal agency standards.

SECTION 7 Infrastructure Systems Construction Access and Operations

7.1 **City Easements:** Applicant shall have the right, upon application and issuance of a license or permit from the City (or other applicable governmental jurisdiction, subject to their approval), to enter and remain upon and cross over any City-held (or other applicable governmental jurisdiction, if they approve) easements or rights-of-way, to the extent reasonably necessary to facilitate Infrastructure Systems construction, or to perform necessary maintenance or repairs of such Infrastructure Systems subject to:

7.1.1 **No Adverse Effect:** Applicant's use of such license or permit in a manner that will not impede or adversely affect the City's (or other applicable governmental jurisdiction's) use and enjoyment thereof, and

7.1.2 **Restoration:** Applicant shall substantially restore such easements and rights-of-way to their condition prior to the Applicants' entry upon and completion of such Infrastructure Systems construction, repair or maintenance.

7.2 **City Cooperation:** City, as is necessary for the Applicant to construct and install Infrastructure Systems, shall cooperate as is reasonably necessary and as the City is legally able, in compliance with the City's approval of the applicable Infrastructure Systems plan, as follows:

7.2.1 **Unnecessary Easements:** Abandon any unnecessary City public rights-of-way or easements currently located on the Project and not otherwise used or required by the City.

7.3 **Operations During Construction:** Applicant's mineral and/or royalty rights on minerals located on or under the Project are reserved and the Applicant may, as reasonably needed, conduct mining (for purposes of on-site material usage), blasting and batch plant operations on site during each developing phase of the Project in accordance with the procedures of Kuna City Code and this Agreement.

7.3.1 **Review of Construction Operations:** The location of construction operations shall be subject to reasonable review and approval by the appropriate governmental agencies that have jurisdiction over such operations.

SECTION 8 Term

8.1 **Term:** The Term of this Agreement shall commence on the Effective Date and shall partially terminate as provided in this section.

8.1.1 **Partial Termination upon Dedication and Acceptance by Public Agency:** Upon completion of Developed Phases of a Project, which include dedications and or conveyance to and acceptance by the City, ACHD or other applicable public agencies, the Applicant may then submit, to the City, an Application for Partial Termination of provisions of this Agreement (**"Application for Partial Termination"**) as they apply to certain legally described real property within a Developed phases of the Project dedicated, conveyed and accepted by the City, ACHD or by any other public agency.

8.1.1.1 City Council shall grant an Application for Partial Termination of some of the relevant provisions of this Agreement, only when a phase of a Project has been completely developed and the Applicants shall specifically identify the provisions of the Agreement to be terminated in this regard and the real property to which it applies. Notwithstanding the foregoing, any such Partial Termination shall not have any effect on the obligations of the City or the Applicant with respect to any Reimbursement Agreements or obligations of the City to reimburse any fee or costs to the Applicants in accordance with this Agreement.

8.1.1.2 A completed Applicants' Application for Partial Termination shall be reviewed by the Planning and Zoning Director, Public Works Director and/or the Parks and Recreation Director as is relevant for approval by the City Council.

8.1.1.3 A City Council approval of an Applicants' Application for Partial Termination shall be by an order which shall specify:

- The legal description of the portion of the Subject Real Property to which it applies; and
- The provisions of the Agreement which are terminated.

8.1.1.4 City Clerk shall certify and acknowledge a copy of the order and provide the same to the Applicant for purposes of recording the same with the Ada County Recorder's Office.

SECTION 9 Agreement Modifications and Project Approval Amendments

9.1 **Effect of New Laws:** In the event State or federal laws or regulations are enacted and/or there is a decision issued by a court of competent jurisdiction which prevents or precludes a Party's compliance with one or more provisions of this Agreement (individually or collectively, **"New Law"**), the provisions, in whole or in part, as applicable, of this Agreement shall be modified or suspended as may be necessary to comply with such New Law.

9.1.1 **Reasonable Action:** During the time that the Parties are conferring on such modification or suspension of this Agreement or challenge to the New Law, the Parties may take reasonable action to comply with such New Law.

9.1.2 **Declaration:** Should the Parties be unable to agree to a modification or suspension of this Agreement, either may petition a court of competent jurisdiction for an appropriate declaratory judgment for modification or suspension of this Agreement.

9.1.3 **Ability to Challenge:** The Applicants and the City each or together shall have the right to challenge the New Law which prevents their compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Exhibit 2.27

9.2 **Project Approval Application Amendments:** Project Approval Application shall be processed and approved by the City in accordance with the process and procedures required by the Accompanying Applications subject to the approval of the City Council and SECTION 5 of this Agreement. The conditions of the approvals shall be included as an appendix amendment to this Agreement.

SECTION 10 Vested Rights

10.1 **Vested Rights:** Upon the Effective Date, the Applicants shall have vested rights to develop and use the Subject Real Property consistent with this Agreement.

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

SECTION 11 Infrastructure Systems Ownership and Maintenance

11.1 **Ownership:** The Infrastructure Systems, provided for in this Agreement, upon their approval, construction, installation, and acceptance shall be owned and maintained as follows:

11.1.1 By ACHD or by Idaho Transportation Department:

- Public Streets; and
- Drainage associated with Public Streets.

11.1.2 By City:

- Wells and Offsite Water Lines, and
- Applicants' Water System Improvements; and
- Applicants' Sewerage System Improvements; and
- Applicants' Pressure Irrigation System Improvements; and
- As designated in the Drainage Infrastructure Master Plan, Applicants' Drainage System Improvements accepted and approved by the City; and
- Applicants' Public Streetlight Improvements; and
- Public Parks, pathways and trails.

11.1.3 By Applicants/or Owners' Association:

- Private Roads; and
- Drainage associated with Private Roads; and
- Applicants' Private Street/Gated Road Streetlight Improvements; and
- Green Spaces; and
- Public Green Spaces.

11.2 Owners Associations: Applicants, in the process of each Developed phase of a Project, may create and register, with the Secretary of State of the state of Idaho, a legal entity under Idaho Law (**"Owners' Association"**) and prepare and record with the Ada County Recorder's office appropriate CC&Rs which are consistent with the approved Master Plans.

11.2.1 Binding on Owners: The CC&Rs, for each Developed phase of the Project, shall bind all present and future owners of real property within each Developed phase of a Project in order to provide for the perpetual support and maintenance of each of the common improvements within the Developed phase as provided in this Agreement.

11.2.2 Quality Control: Each Owners' Association shall establish and perform quality control, maintenance and operation throughout their Developed phase of a Project during development and during maturing of the Developed phase of a Project and continuing in perpetuity.

11.2.3 Applicants Discretion: Applicant shall have the sole and absolute discretion over the content, approval and enforcement rights of the Declarant or other governing agent or agency, formation and adoption of the CC&Rs so long as the same is consistent with the provisions of this Agreement.

SECTION 12 Default

12.1 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:

12.1.1 Default: The failure of the Applicants or any Applicant or Owners' Association, or the failure of 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 in accordance of the provisions of the sections.

12.1.2 City Default Claims: A claim of default by the City may be made against the Applicants or any Applicant or Owners' Association by the City's Director of Public Works, Planning and Zoning Director or Parks and Recreation Director (**"City Director"**), depending upon the default.

12.1.3 Applicants' or Owners' Association Default Claims: A claim of default may be made by the Applicants or any Applicant or, Owners' Association against the City, depending upon the default.

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

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

12.1.5.1 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.

12.1.5.2 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 of denies the claim of default.

12.1.5.3 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 will 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.

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

- **Applicants:** by U.S. Mail to the address herein designated by Developer; and
- **Owners' Association:** by U.S. Mail to the address of its registered agent; and
- **Real Property Owners:** By U.S. Mail at their address as listed by the Ada County Assessor's office; and

Exhibit 2.27

- **City:** by U.S. Mail to the address herein designated by the City.

12.1.6 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.

12.1.6.1 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.

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

12.1.6.3 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.

12.1.6.4 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.

12.1.6.5 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.

12.1.7 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 13 Mortgages

13.1 Senior to Mortgage: This Agreement shall be superior and senior to any mortgage of the interests of any Applicant or property Owners of any real property within the Subject Real Property of record recorded subsequent to this Agreement.

13.1.1 No Impairment: No default of this Agreement by any Subject Real Property Owner shall invalidate or impair a mortgage made in good faith and for value; and

13.1.2 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, except that the same shall be subject to all of the terms and conditions contained in this Agreement.

13.2 No Mortgage Obligation: No mortgagee shall have an obligation or duty under this Agreement to perform the Applicants' obligations or other affirmative covenants of the Applicants hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by the Applicants 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 14 Shared Legal Defense of This Agreement

14.1 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 Applicants 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.

SECTION 15 Notices and Filings

15.1 **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, to the following:

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

With a copy to:
City Attorney's Offices:
Attention: William F. Gigray, III
WHITE PETERSON
5700 E. Franklin Rd., Suite 200
Nampa, ID 83687

Developer:
Trilogy Development, Inc.
Attn: Shawn Brownlee
9839 W Cable Car Street
Suite 101
Boise, Idaho 83709

With a copy to:
Attn: William F. Gigray, III

Owners:
Heartland Townhomes Property Management, LLC.
9839 W Cable Car Street
Suite 101
Boise, Idaho 83709

JRL Properties, LP
9839 W Cable Car Street
Suite 101
Boise, Idaho 83709

207, LLC
2425 N Locust Grove Road
Kuna, ID 83634

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

15.2 **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.

Exhibit 2.27

SECTION 16 Applicants Assignment of Agreement Rights

16.1 Applicants Assignment: The assignment of any of the Applicants' rights and obligations of this Agreement shall in accordance with the following:

16.1.1 Complete Assignment of an Applicant's rights: A total assignment of an Applicant'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:

16.1.1.1 Prior written notice from the Applicant 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

16.1.1.2 The Applicant is not then in default of this Agreement or the Assignee tenders, to the City, a guarantee of the Assignee's performance of the Applicants' default upon assignment; and

16.1.1.3 The total assignment, by the Applicant, shall be 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.

16.1.1.4 In the event of such total assignment of the Applicant's rights and obligations hereunder, the Applicant's liability under this Agreement shall then terminate.

16.1.2 Successors and Assigns: Notwithstanding any other provisions of this Agreement, an Applicant may assign all or part of the Applicant's rights and duties under this Agreement as collateral to any financial institution from which the Applicant has borrowed funds for use in developing the Project. Such an assignment shall not relieve the Applicant from any obligations of this Agreement.

SECTION 17 Miscellaneous

17.1 **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.

17.1.1 This Agreement shall be binding on the Applicants, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that the purchasers, from any Applicant, of individual lots within Developed phases of the Project are not subject to the obligations arising under this Agreement except for any obligations of the Owners' Association to which they are a member.

17.2 **Choice of Law and Venue:** 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 in a court of competent jurisdiction located in Ada County, Idaho.

17.3 **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 accordance 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.

17.4 **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.

17.5 **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 the Applicants or the City 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.

17.6 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.

17.7 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.

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

17.8.1 Developer: Developer represents that it is a Utah limited liability company authorized to do business in Idaho as a foreign limited liability company.

17.8.2 City: City represents that it is an Idaho municipal corporation in the state of Idaho.

17.8.3 Owner: Pleasant Valley Agriculture LLC, represents that it is an Idaho limited liability company.

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

17.9 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.

17.10 Names and Plans: Applicants shall be the sole Owners 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 Applicants 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.

17.11 No Applicants Preliminary Representations: Nothing contained herein shall be deemed to initially obligate the Applicants to complete any part or all of the development of a Project within a specific timeline, 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 or required by any Master Plan approved by the City pursuant to this Agreement.

17.12 No Partnership; Third Parties: It is hereby specifically understood, acknowledged, and agreed that neither the City nor the Applicants 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 Applicants 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.

17.13 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.

17.14 Recordation: After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho by the City.

17.15 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.

17.16 Time of Essence: Time is of the essence in implementing the terms of this Agreement.

17.17 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 Applicants 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.

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

DEVELOPER:
Trilogy Development, Incorporated, Idaho Corporation

By:
_____
_____, Member

OWNERS:
Heartland Townhomes Property Management, LLC, Idaho Limited Liability Company

By:
_____
_____, Member

OWNERS:
JRL Properties, LP, Idaho Limited Partnership

By:
_____
_____, Member

OWNERS:
207, LLC, Idaho Limited Partnership

By:
_____
_____, Member

01/26/2022

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2022, 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.

_____
Notary Public for Idaho
[seal] My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the President of Trilogy Development, Inc., that executed the instrument, or the person who executed the instrument on behalf of said Trilogy Development, Inc., and acknowledged to me that such Trilogy Development, Inc. executed the same.

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

_____
Notary Public for _____
[seal] My Commission expires: _____

Exhibit 2.27

01/26/2022

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, a member of Heartland Townhomes Property Management, LLC, that executed the instrument, or the person who executed the instrument on behalf of said Heartland Townhomes Property Management, LLC., and acknowledged to me that such Heartland Townhomes Property Management, LLC., executed the same.

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

_____
Notary Public for _____
[seal] My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, a general partner of JRL Properties, LP, that executed the instrument, or the person who executed the instrument on behalf of said JRL Properties, LP., and acknowledged to me that such JRL Properties, LP, executed the same.

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

_____
Notary Public for _____
[seal] My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

01/26/2022

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, a member of 207, LLC, that executed the instrument, or the person who executed the instrument on behalf of said 207, LLC, and acknowledged to me that such 207, LLC, executed the same.

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

_____
Notary Public for _____
[seal] My Commission expires: _____

01/26/2022

EXHIBIT A Annexation Ordinance

Exhibit 2.27

EXHIBIT B Zoning Ordinance

EXHIBIT C Subject Real Property Legal Description

DESCRIPTION FOR
LEDGESTONE SOUTH ANNEXATION PARCEL
R-6 ZONE

A portion of the NE1/4 and NW1/4 of the SE 1/4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at the C1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence along North-South centerline of said Section 18 North 00°23'35" East, 1,496.20 feet;

thence leaving said North-South centerline South 77°18'25" East, 398.64 feet;

thence South 70°52'25" East, 990.00 feet;

thence North 85°22'35" East, 1,329.94 feet to a point on the East boundary line of said Section 18;

thence along said East boundary line South 00°22'30" West, 1,213.09 feet to the E1/4 of said Section 18;

thence continuing along said East boundary line South 00°23'29" West, 352.66 feet;

thence leaving said East boundary line North 89°36'45" West, 853.65 feet;

thence North 33°44'39" West, 427.90 feet to point on the East-West centerline of said Section 18;

thence along said East-West centerline North 89°31'55" West, 232.34 feet to the C-E 1/16 corner of said Section 18;

thence along the East boundary line of the NW1/4 of the SE 1/4 of said Section 18 South 00°19'01" West, 1,115.69 feet;

thence leaving said East boundary line North 40°42'16" West, 320.50 feet;

thence North 47°01'16" West, 354.00 feet;

thence North 53°29'46" West, 154.82 feet;

thence North 78°43'23" West, 282.06 feet;

thence North 52°27'08" West, 37.04 feet;

thence North 38°31'46" West, 134.23 feet;

thence North 41°29'51" West, 490.35 feet to a point on the North boundary line of said Northwest 1/4 of the Southeast 1/4;

thence along said North boundary line North 89°31'55" West, 13.00 feet to the **POINT OF BEGINNING**. Containing 99.78 acres, more or less.

EXCEPTING THEREOF:

A portion of the NE1/4 and the NW1/4 of the SE1/4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

PARCEL P1:

Commencing at the C1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence North 74°14'02" East, 772.52 feet to the **REAL POINT OF BEGINNING**;

thence North 00°23'35" East, 537.54 feet;

thence 32.70 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 18°44'01" and a long chord which bears North 09°45'36" East, 32.55 feet;

thence North 19°07'36" East, 53.50 feet;

thence South 70°52'24" East, 210.80 feet;

thence 124.38 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 71°15'59" and a long chord which bears South 35°14'24" East, 116.52 feet;

thence South 00°23'35" West, 457.92 feet;

thence North 89°36'25" West, 290.00 feet to the **REAL POINT OF BEGINNING**. Containing 3.81 acres, more or less.

PARCEL P2:

Commencing at the C1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence North 81°26'47" East, 1434.89 feet to the **REAL POINT OF BEGINNING**;

thence North 00°35'53" East, 654.74 feet;

thence 78.54 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 90°00'00" and a long chord which bears North 45°35'53" East, 70.71 feet;

thence South 89°24'11" East, 240.00 feet;

thence South 00°35'53" West, 414.08 feet;

thence South 89°32'30" East, 270.00 feet;

thence South 89°31'35" East, 476.64 feet;

thence South 00°22'30" West, 189.84 feet;

thence 157.24 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 90°05'35" and a long chord which bears South 45°25'17" West, 141.54 feet;

thence North 89°31'55" West, 937.61 feet to the **REAL POINT OF BEGINNING**. Containing 9.60 acres, more or less.

PARCEL P3:

Commencing at the C 1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence South 79°13'58" East, 916.28 feet to the **REAL POINT OF BEGINNING**;

thence South 89°36'25" East, 290.07 feet;

thence South 00°19'01" West, 216.21 feet;

thence South 00°39'57" West, 93.53 feet;

thence South 00°06'39" East, 76.32 feet;

thence 43.69 feet along the arc of a non-tangent curve to the right, said curve having a radius of 300.00 feet, a central angle of 08°20'36" and a long chord which bears South 04°29'19" West, 43.65 feet;

thence South 08°39'37" West, 51.48 feet;

thence 108.49 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 124°19'07" and a long chord which bears South 70°49'10" West, 88.42 feet;

thence North 47°01'16" West, 325.55 feet;

thence 5.11 feet along the arc of curve to the left, said curve having a radius of 150.00 feet, a central angle of 01°57'13" and a long chord which bears North 47°59'53" West, 5.11 feet;

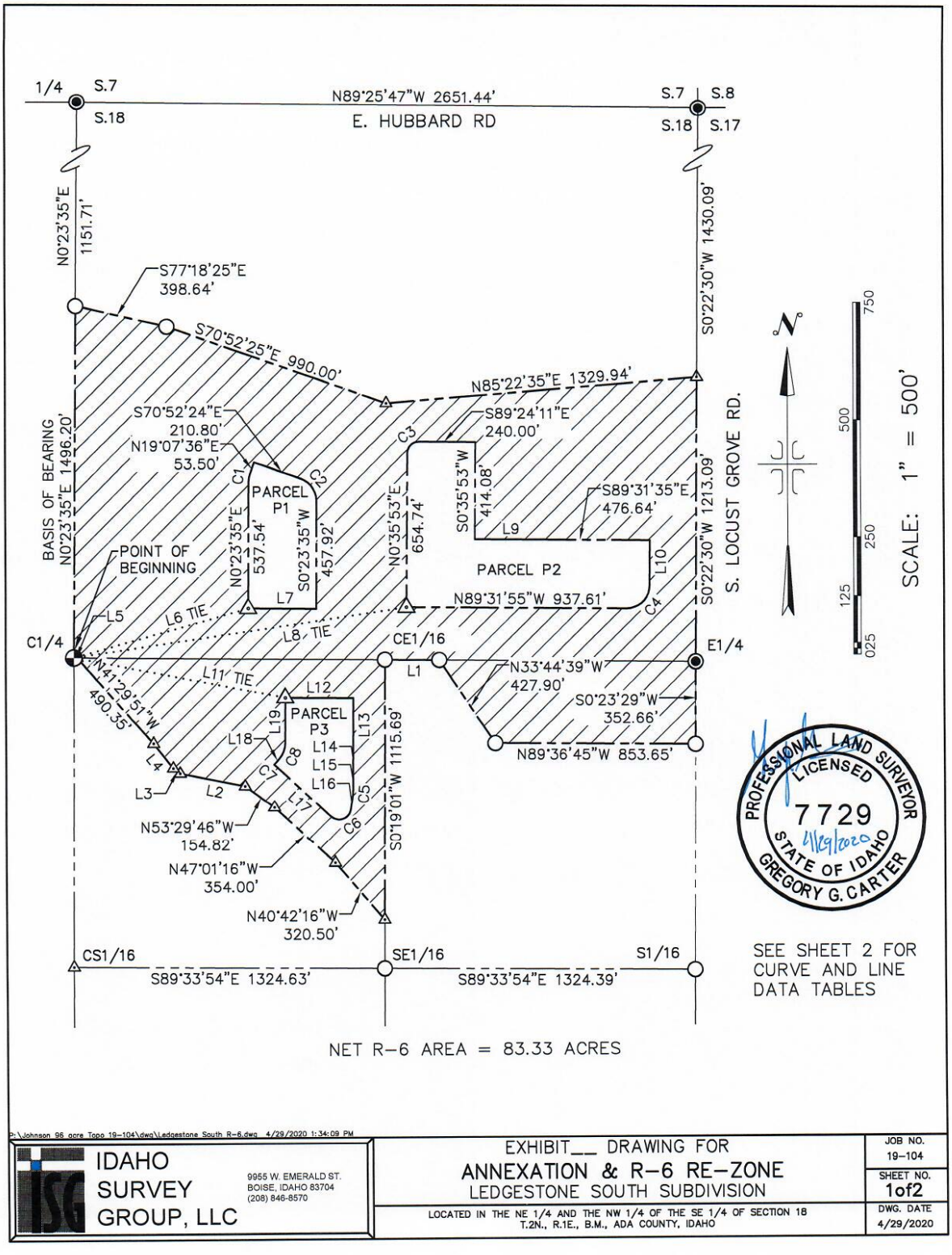
thence North 41°01'31" East, 35.00 feet;

thence 70.99 feet along the arc of curve to the left, said curve having a radius of 100.00 feet, a central angle of 40°40'23" and a long chord which bears North 20°41'19" East, 69.51 feet;

thence North 00°21'08" East, 194.71 feet to the **REAL POINT OF BEGINNING**. Containing 3.04 acres, more or less.

Net Area of R-6 Annexation and Re-Zone is 83.33 acres.





P:\Johnson 96 acre Topo 19-104\dwg\Ledgestone South R-6.dwg 4/29/2020 1:34:09 PM

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT__ DRAWING FOR
ANNEXATION & R-6 RE-ZONE
LEDGESTONE SOUTH SUBDIVISION
LOCATED IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 18 T.2N., R.1E., B.M., ADA COUNTY, IDAHO

JOB NO. 19-104
SHEET NO. 1of2
DWG. DATE 4/29/2020

Exhibit 2.27

DESCRIPTION FOR

LEDGESTONE SOUTH
ANNEXATION AND R-8 REZONE

A portion of the NE1/4 and the NW1/4 of the SE1/4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

PARCEL P1:

Commencing at the C1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence North 74°14'02" East, 772.52 feet to the **REAL POINT OF BEGINNING**;

thence North 00°23'35" East, 537.54 feet;

thence 32.70 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 18°44'01" and a long chord which bears North 09°45'36" East, 32.55 feet;

thence North 19°07'36" East, 53.50 feet;

thence South 70°52'24" East, 210.80 feet;

thence 124.38 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 71°15'59" and a long chord which bears South 35°14'24" East, 116.52 feet;

thence South 00°23'35" West, 457.92 feet;

thence North 89°36'25" West, 290.00 feet to the **REAL POINT OF BEGINNING**. Containing 3.81 acres, more or less.

PARCEL P2:

Commencing at the C1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence North 81°26'47" East, 1434.89 feet to the **REAL POINT OF BEGINNING**;

thence North 00°35'53" East, 654.74 feet;

thence 78.54 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 90°00'00" and a long chord which bears North 45°35'53" East, 70.71 feet;

thence South 89°24'11" East, 240.00 feet;

thence South 00°35'53" West, 414.08 feet;

thence South 89°32'30" East, 270.00 feet;

thence South 89°31'35" East, 476.64 feet;

thence South 00°22'30" West, 189.84 feet;

thence 157.24 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 90°05'35" and a long chord which bears South 45°25'17" West, 141.54 feet;

thence North 89°31'55" West, 937.61 feet to the **REAL POINT OF BEGINNING**. Containing 9.60 acres, more or less.

PARCEL P3:

Commencing at the C 1/4 corner of said Section 18 from which the N1/4 corner of said Section 18 bears North 00°23'35" East, 2,647.91 feet;

thence South 79°13'58" East, 916.28 feet to the **REAL POINT OF BEGINNING**;

thence South 89°36'25" East, 290.07 feet;

thence South 00°19'01" West, 216.21 feet;

thence South 00°39'57" West, 93.53 feet;

thence South 00°06'39" East, 76.32 feet;

thence 43.69 feet along the arc of a non-tangent curve to the right, said curve having a radius of 300.00 feet, a central angle of 08°20'36" and a long chord which bears South 04°29'19" West, 43.65 feet;

thence South 08°39'37" West, 51.48 feet;

thence 108.49 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 124°19'07" and a long chord which bears South 70°49'10" West, 88.42 feet;

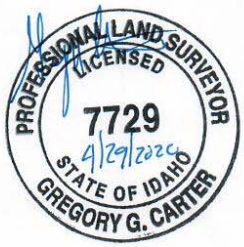
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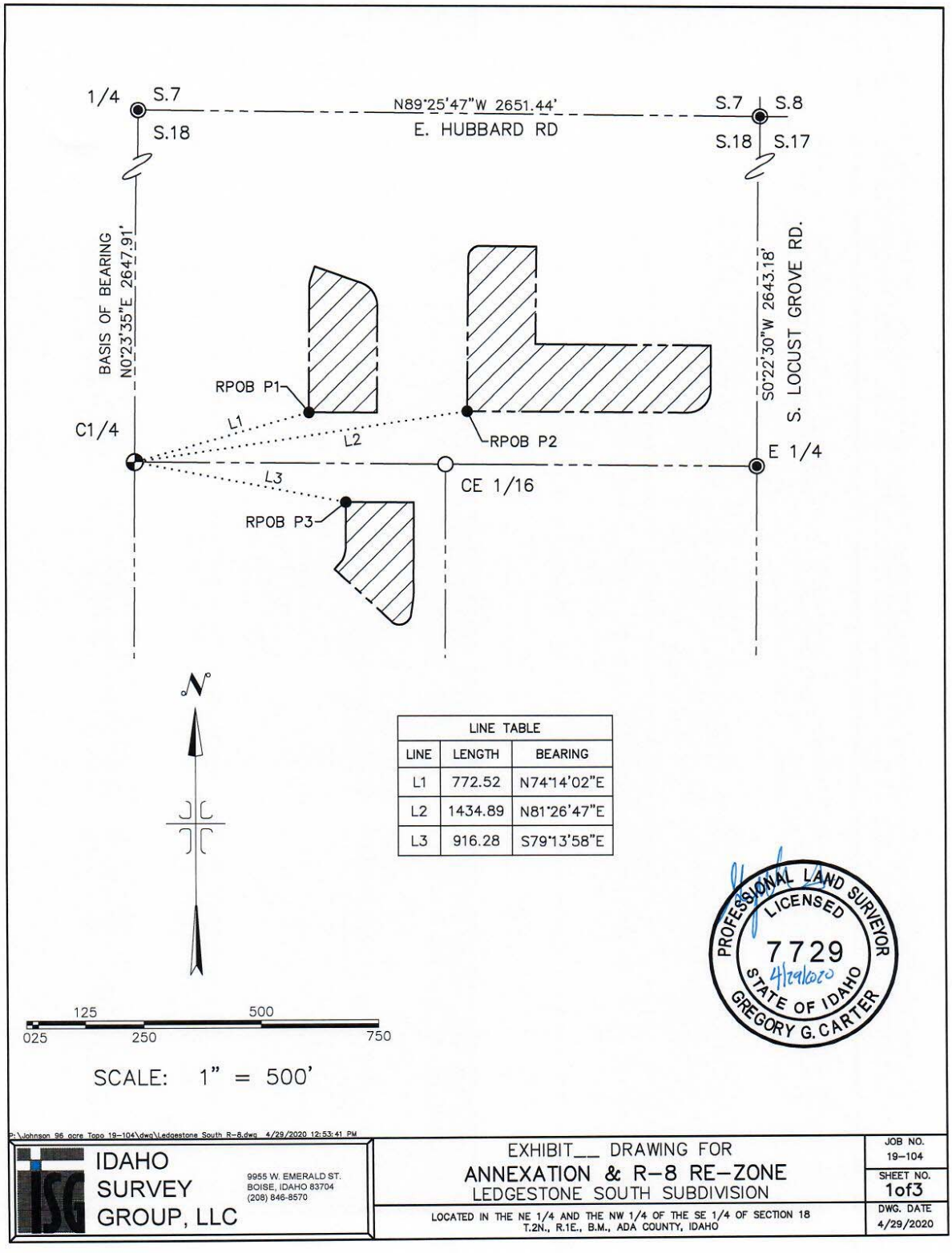
thence 5.11 feet along the arc of curve to the left, said curve having a radius of 150.00 feet, a central angle of 01°57'13" and a long chord which bears North 47°59'53" West, 5.11 feet;

thence North 41°01'31" East, 35.00 feet;

thence 70.99 feet along the arc of curve to the left, said curve having a radius of 100.00 feet, a central angle of 40°40'23" and a long chord which bears North 20°41'19" East, 69.51 feet;

thence North 00°21'08" East, 194.71 feet to the **REAL POINT OF BEGINNING**. Containing 3.04 acres, more or less.





LINE TABLE		
LINE	LENGTH	BEARING
L1	772.52	N74°14'02"E
L2	1434.89	N81°26'47"E
L3	916.28	S79°13'58"E

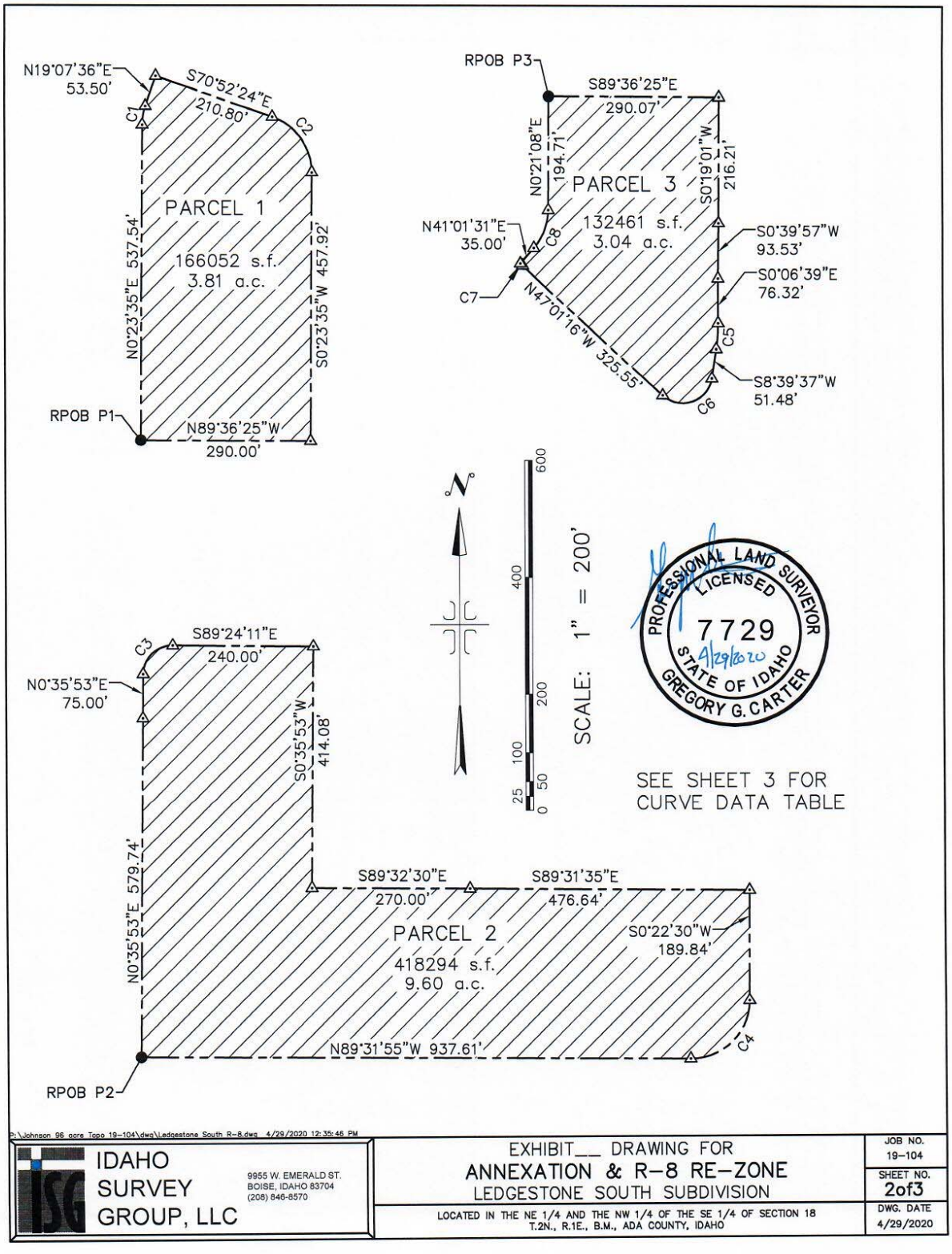
PROFESSIONAL LAND SURVEYOR
LICENSED
7729
4/29/2020
STATE OF IDAHO
GREGORY G. CARTER

P:\Johnson 96 acre Topo 19-104\dwg\Ledgestone South R-8.dwg 4/29/2020 12:53:41 PM

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT__ DRAWING FOR
ANNEXATION & R-8 RE-ZONE
LEDGESTONE SOUTH SUBDIVISION
LOCATED IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 18 T.2N., R.1E., B.M., ADA COUNTY, IDAHO

JOB NO. 19-104
SHEET NO. 1of3
DWG. DATE 4/29/2020


N19°07'36"E
53.50'
S70°52'24"E
210.80'
C1
C2
PARCEL 1
166052 s.f.
3.81 a.c.
N0°23'35"E 537.54'
S0°23'35"W 457.92'
RPOB P1
N89°36'25"W
290.00'
RPOB P3
S89°36'25"E
290.07'
N0°21'08"E
194.71'
S0°19'01"W
216.21'
PARCEL 3
132461 s.f.
3.04 a.c.
N41°01'31"E
35.00'
C8
C7
N47°01'16"W 325.55'
S0°39'57"W
93.53'
S0°06'39"E
76.32'
C5
C6
S8°39'37"W
51.48'
N
600
400
200
100
50
25
0
SCALE: 1" = 200'
PROFESSIONAL LAND SURVEYOR
LICENSED
7729
4/29/2020
STATE OF IDAHO
GREGORY G. CARTER
SEE SHEET 3 FOR
CURVE DATA TABLE
S89°24'11"E
240.00'
C3
N0°35'53"E
75.00'
S0°35'53"W
414.08'
N0°35'53"E 579.74'
S89°32'30"E
270.00'
S89°31'35"E
476.64'
PARCEL 2
418294 s.f.
9.60 a.c.
S0°22'30"W
189.84'
C4
N89°31'55"W 937.61'
RPOB P2
P:\Johnson 96 acre Topo 19-104\dwg\Ledgestone South R-8.dwg 4/29/2020 12:35:46 PM
IDAHO
SURVEY
GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570
EXHIBIT__ DRAWING FOR
ANNEXATION & R-8 RE-ZONE
LEDGESTONE SOUTH SUBDIVISION
LOCATED IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 18
T.2N., R.1E., B.M., ADA COUNTY, IDAHO
JOB NO.
19-104
SHEET NO.
2of3
DWG. DATE
4/29/2020

01/26/2022

EXHIBIT D House Bill 389

Troy Behunin

From: Paul Stevens
Sent: Tuesday, January 25, 2022 2:55 PM
To: Troy Behunin
Cc: Doug Hanson; Jace Hellman; Jane Suggs
Subject: Ledgestone South Annexation Case No. 21-07-AN

Categories: Important, Agency Comments

Good morning, Troy:

Jane Suggs and Shawn Brownlee (Trilogy Development, Inc.) met with Public Works on January 11 to discuss the status of the sewer Force Main project that will increase the Force Main size from Danskin Lift Station to the WWTP. It is anticipated that the additional capacity of this sewer force main will provide capacity for the first phase (one phase) of Ledgestone South.

We explained that the project has most of the needed approvals and that the design is approaching 100%. Since the meeting, the design team has started compiling contract documents and is preparing to bid the project.

We are optimistic that the project will move forward as such, PW supports annexation of the Ledgestone South property.

Please let me know if you have any questions or if you would like additional information.

Paul A. Stevens, PE
City of Kuna - Engineer
Phone 208-287-1727

751 W 4th St
PO Box 13
Kuna, ID 83634

BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF **TRILOGY DEVELOPMENT, INC.** For Annexation of Parcel Nos.: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800, S1418417200.	)	**Case Nos. 21-07-AN (Annexation),** **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF RECCOMENDED APPROVAL OF ANNEXATION.**

THESE MATTERS came before the Planning and Zoning Commission for Public Hearing on November 9, 2021, for receipt and consideration by the Planning and Zoning Commission of these recommended Findings of Fact, Conclusions of Law and Order of Decision for the above referenced application. The Planning and Zoning Commission does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Report 11.9.2021			X
2.1	Application Coversheet			X
2.3	Narrative			X
2.4	R-6 Zone and OVERALL Legal Description(s)			X
2.5	R-8 Legal Description			X
2.6	Vicinity Map			X
2.7	Vicinity Map With City Limits			X
2.8	Warranty Deed(s) – Johnson			X
2.10	Warranty Deed(s) – Heartland Homes			X
2.11	Affidavit of Legal Interest – Fred Depold			X
2.12	Affidavit of Legal Interest – Heartland Homes			X

2.13	Neighborhood Meeting Certification			X
2.14	Commitment to Post the Property			X
2.15	City Engineer's Memo			X
2.16	Ada County Highway District Comments (ACHD)			X
2.17	Ada County Development Services			X
2.18	Boise Project Board of Control Comments			X
2.19	Central District Health Comments			X
2.20	COMPASS Comments			X
2.21	Agency Comments Request 9.15.2021			X
2.22	P&Z Kuna Melba News 10.13.2021			X
2.23	P&Z Legal Notice Mailer 10.13.2021			X
2.24	P&Z Proof of Property Posting			X
2.25	P & Z Commission Meeting Minutes 11.9.2021			X

1.2 Hearings

1.2.1 Planning and Zoning Commission heard this on November 9, 2021. The FCO's have been requested to go to the Planning and Zoning Commission on January 11, 2022. A Neighborhood Meeting was held June 30, 2021, no residents attended the meeting. A legal notice was published in the Kuna Melba Newspaper on October 13, 2021. The applicant posted sign on the property on October 29, 2021. Neighborhood Notices were mailed to land owners within 300-FT of the proposed project site on October 13, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Commission's November 9, 2021, hearing are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Planner III

1.3.1.2 Appearing for the Applicant:
Jane Suggs, Gem State Planning, LLC., 9839 W Cable Car Street, Ste. 101 Boise, ID 83709 - Testified

1.3.1.3 Appearing In Favor:
Charlotte G. Busbee, 364 N Bay Haven Ave, Kuna, ID 83634 – Not Testify

1.3.1.4 Appearing For Neutral:
Roger Stagg, 2303 N Locust Grove Rd., Kuna, ID 83634 – Not Testify

1.3.1.5 Appearing In Opposition: None

II
DECISION

WHEREUPON THE PLANNING AND ZONING COMMISSION being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING RECCOMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the November 9, 2021, hearing for the Ledgestone South Annexation in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the city, Ada County and Canyon County.

Newspaper	***Dates Published***
Kuna Melba News	October 13, 2021

3.1.2.2 Notice for the November 9, 2021, hearing containing the description of the property proposed to be developed, was mailed on October 13, 2021, to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the November 9, 2021, hearing was posted on a sign in accordance with Kuna City Code (KCC) 5-1A-8 on October 29, 2021. A Proof of Property Posting was provided to staff on October 29, 2021.

3.1.2.4 Notice for the November 9, 2021, hearing was posted in conspicuous places within City Hall on the Foyer's Bulletin Boards and City Website.

3.2 Findings Regarding Annexation

3.2.1 The land proposed for Annexation is comprised of six (6) parcels totaling *approximately* (approx.) 99.78 acres. The parcels involved are listed below:

Property Owner	Parcel Size:	Current Zone	Parcel Number
Heartland Homes Property Management, LLC	32.54 ac	RR	S1418123460

Heartland Homes Property Management, LLC	32.51 ac	RR	S1418123496
TJ & G. Elaine Johnson	6.55 ac.	RR	S1418123498
207 LLC	1.04 ac.	RR	S1418123490
TJ & G. Elaine Johnson	16.80 ac.	RR	S1418427800
TJ & G. Elaine Johnson	7.88 ac.	RR	S1418417200

3.2.2 The proposal is for annexation into Kuna City limits for approx. 99.78 acres using two residential zones, R-6 Medium Density Residential (MDR) and R-8 MDR.

3.2.3 The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	R-8	Medium Density Residential– Kuna City
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	RR, C-1, R-4	Rural Residential – Ada County Neighborhood Commercial – Kuna City Medium Density Residential – Kuna City

3.2.4 All technical requirements listed in KCC Chapters 5 were provided for the Annexation, application and the landowners at issue support the Annexation.

3.2.5 The subject site is located at 2425 N Locust Grove Road, near the southwest corner of Locust Grove and Hubbard Road.

3.2.6 The proposed project site has one residence and several outbuildings used for agricultural purposes. Vegetation on-site is consistent with that of crop fields. The site has an estimated average slope of 1.5% to 1.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be 20 to 60 inches across the lands proposed for annexation.

3.2.7 Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the nitrate priority area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for future development of the site.

3.2.8 The Recreation and Pathways Master Plan Map does not indicate a future pathway/trail within the subject site.

3.2.9 Ada County Highway District (ACHD) delivered comments for an application on record known as KPP 19-0009 (ACHD case number) [20-01-AN, 20-03-S and 20-07-DR; *Ledgestone South 2020*]. ACHD has simply applied the requirements of the former application to this Annexation only application (21-07-AN), in connection with possible Future Development application(s).

3.3 Testimony of the City Planner

3.3.1 **Conclusions**: The City Planner, in a staff report to the Planning and Zoning Commission dated November 09, 2021, confirmed a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 The Applicant held a Neighborhood Meeting June 30, 2021; there were no attendees. Meeting minutes have been provided as a part of this packet.

3.3.1.2 The Applicant requests Annexation of approx. 99.78 -acres into the City of Kuna using two zones; approx. 83.86 acres as R-6 MDR, and 16.45 acres as R-8 MDR. The lands are currently in Ada County, zoned RR (Rural Residential) and are adjacent to Kuna City Limits on the north and west sides.

3.3.1.3 The Applicant is only requesting Annexation into the City of Kuna at this time; the Applicant is reminded of all City of Kuna development standards if development is proposed in the future. The standards for useable open space are defined in Kuna City Code (KCC) 5-1-6-2. Pathways must be provided throughout the subdivision for pedestrian connectivity. KCC 5-17 defines how much developments shall devote as useable open space. The Applicant is reminded that local roads are required to provide five-foot wide minimum attached sidewalks and eight foot (8) minimum wide detached sidewalks along classified roads.

3.3.1.4 The proposed Annexation is within the Danskin Lift Station Sewage Basin which requires upgrades. The Developer may be requested to participate with Lift Station and/or force main improvements in order to serve possible future development. Sewer Flow models would be required to verify pipe sizes and would be paid by developer. A Design Review Application for street buffers, common area landscaping and open space will be required as a part of a land use application in the future.

3.3.2 **Staff Recommendations:** As a result of the review, Planner III, Troy Behunin, recommended if the Planning and Zoning Commission recommends approval of Case No. 21-07-AN (Annexation) to City Council, the Applicant be subject to the following Conditions of Approval:

3.3.2.1 The Owner/Developer/Applicant 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:

3.3.2.1.1 The City Engineer shall approve the sewer connections.

3.3.2.1.2 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.

3.3.2.1.3 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”.

3.3.2.1.4 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.

3.3.2.1.5 The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.3.2.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permit(s).

3.3.2.1.7 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.

3.3.2.2 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.

3.3.2.3 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.

3.3.2.4 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 Kuna Municipal Pressure Irrigation System of the City (KMIS).

3.3.2.5 It is the responsibility of the developer or his engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development.

3.3.2.6 The Land Owner/Applicant/Developer, and/or 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.

3.3.2.7 The Land Owner/Developer/Applicant, and/or any future assigns having an interest in any of the subject properties shall be subject to all provisions required within an applicable Development Agreement.

3.3.2.8 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 an applicable Development Agreement.

3.3.2.9 The Land Owner/Developer/Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.

3.3.2.10 Owner/Developer/Applicant shall comply with all local, state and federal laws.

3.4 Other Testimony

3.4.1 11/09/2021 Public Hearing – Jane Suggs, with Gem State Planning, LLC, 9839 W Cable Car St. Ste. 101, Boise, ID presented an overview of the proposed project and some of the previous development applications history. She did expound that the development community was working with Kuna Public Works on addressing current sewer capacity issues and working towards solutions. Ms. Suggs stressed the application before the Commission was strictly for Annexation with an R-6 and R-8 zone. She agreed with the Conditions of Approval listed in the staff report and explained when the development application came forward in the future, that is when the serviceability would be addressed. Ms. Suggs stated the Annexation followed the FLUM (Future Land Use Map) within the Comprehensive Plan she then stood for questions.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE PLANNING AND ZONING COMMISSION

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the Planning and Zoning Commission to hear this matter as provided in Idaho Code §50-222, and Kuna City Code 1-14-3.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION

5.1 The City of Kuna has authority to Annex lands into its boundaries pursuant to I.C. §50-222.

5.2 I.C. § 50-222(1) provides that:

> [C]ities of the state should be able 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 allocated the costs of public services in management of development on the urban fringe.
>
> (emphasis added).

5.3 The proposed Annexation is a Category A Annexation as described in I.C. § 50-222(3)(a), because all private landowners of the parcels at issue have consented to the proposed Annexation.

5.4 The annexation, proposed by the Annexation Application in Case No. 21-07-AN, would constitute an orderly development and would not contribute to urban sprawl of the city.

VI
ORDER OF RECOMMMENDING APPROVAL OF APPLICATIONFOR ANNEXATION

The Kuna Planning and Zoning Commission, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

6.1 Recommended approval to City Council of the Annexation Application (Case No 21-07-AN).

BY ACTION OF THE PLANNING AND ZONING COMMISSION of the City of Kuna at its regular meeting held on the 11th day of January, 2022.

Lee Young, Chairman

ADVERTISING PROOF

c/o ISj Payment Processing Center
PO Box 1570,
Pocatello,ID 83204
Ph. (208) 465-8129 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
12/22/21	21880

JESSICA REID
1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
185734	21-17-AN LEDGESTONE	12/29/21	12/29/21	1	$45.70

LEGAL NOTICE

Case No. 21-07-AN (Annexation): Ledgestone South,
2425 N Locust Grove Road

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, January 18, 2022, at 6:00 PM**, or as soon as can be heard; in connection with an Annexation (AN) request to annex approx. 99.78 ac. into Kuna City Limits with approx. 83.33 ac. zoned R-6 (Medium Density Residential) and approx. 16.45 ac. zoned as R-8 (Medium Density Residential). Applicant will propose a preliminary plat in the future (APN: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800 & S1418417200). Section 18, Township 2 North, Range 1 East.

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.

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

Kuna Planning & Zoning Department

December 29, 2021
185734

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross:**$45.70**
Paid Amount:**$0.00**

Amount Due:**$45.70**

We Appreciate Your Business!

AD# 185734

EXHIBIT 2.31

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

NEOPOST
12/29/2021
US POSTAGE $000.00º

FIRST-CLASS MAIL
ZIP 83634
041M11460992

12.29.21

City of Kuna

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **City Council** is scheduled to hold a Public Hearing on **January 18, 2022 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:

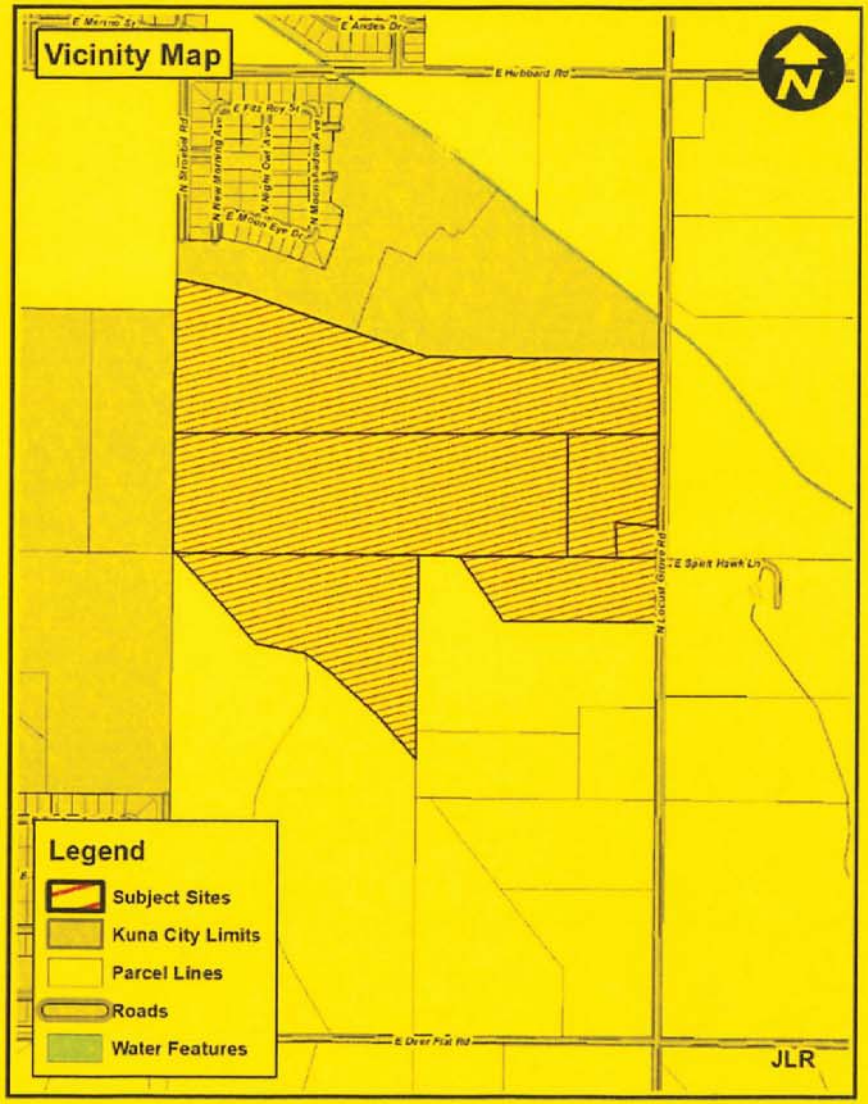
Case No. 21-07-AN (Annexation) for Ledgestone South (2425 N Locust Grove Road)

A request to Annex approx. 99.78 acres into Kuna City Limits with approx. 83.33 acres zoned R-6 (Medium Density Residential) & approx. 16.45 acres zoned R-8 (Medium Density Residential). Applicant will propose a Preliminary Plat in the future (APNs: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800 & S1418417200); Section 18, Township 2 North, Range 1 East.

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 of 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 **January 12, 2022** will be included with the packet distributed to the governing body prior to the hearing.

MAILED 12.29.2021



KUNA
Planning & Zoning

Proof of Property Posting

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

This form shall confirm that the Public Hearing Notice for 21-07-AN Case No.
Ledgestone South was posted, as required per Kuna City Code 5-1A-8, on 1/6/2022 Date. This form and associated photos shall be returned to the Planning & Zoning department no later than seven (7) days prior to the Public Hearing.

Signs shall be removed from the site within three (3) days after the Public Hearing.

DATED this 7th day of January, 2022.

Signature: _____ Owner/Developer

State of Idaho)
) ss
County of Ada)

On this 7th day of January, 2022, before me, the Undersigned, a Notary Public in and for said State, personally appeared before me (Owner/Developer).

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

Hannah Chereji Print Name

Residing at: Nampa, ID Address

City State ZIP

My Commission expires: 8/30/2025 Date

_____
Signature

HANNAH CHEREJI
Comm. No. 20191774
NOTARY PUBLIC
Expires: 08/30/2025
STATE OF IDAHO

EXHIBIT 2.32

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna City Council

THE CITY OF KUNA will hold a public hearing on JAN. 18, 2022 at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634

PURPOSE: Annexation, Zoning- Ledgestone South Subdivision- Zones R-6, R-8, 99.7 Acres

PROPERTY LOCATION: Locust Grove Road, Between Hubbard and Deer Flat

APPLICATION BY: Gem State Planning, LLC

CONTACT: Troy Behunin, 208-922-5274 TBehunin@kunaID.gov, with any questions

01/06/2022

EXHIBIT 2.32

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01/06/2022

Kuna School District

Inspiring each student to become a lifelong learner and a contributing, responsible citizen.

***Wendy Johnson**, Superintendent*

***Kim Bekkedahl**, Asst. Superintendent of Student Learning Services*

***David Reinhart**, Asst. Superintendent of School Support Services*

***Allison Westfall,** Communications Director*

***Brian Graves,** Secondary Coordinator*

***Elmira Feather**, Chief Financial Officer*

***Kevin Gifford,** Elementary Coordinator*

***Kelly Schamber**, Special Education Director*

***Mark Thayer**, Administrator of IT*

January 26, 2022

Dear Honorable Members of City Council,

Because Ledgestone South is a request for annexation and rezone only, Kuna School District will reserve an education impact statement for such a time it is presented for plat approval.

Regards,

David

David Reinhart
Assistant Superintendent of School Services

711 E. Porter Rd., Kuna, Idaho 83634
Phone: (208) 922-1000 FAX: (208) 922-5646

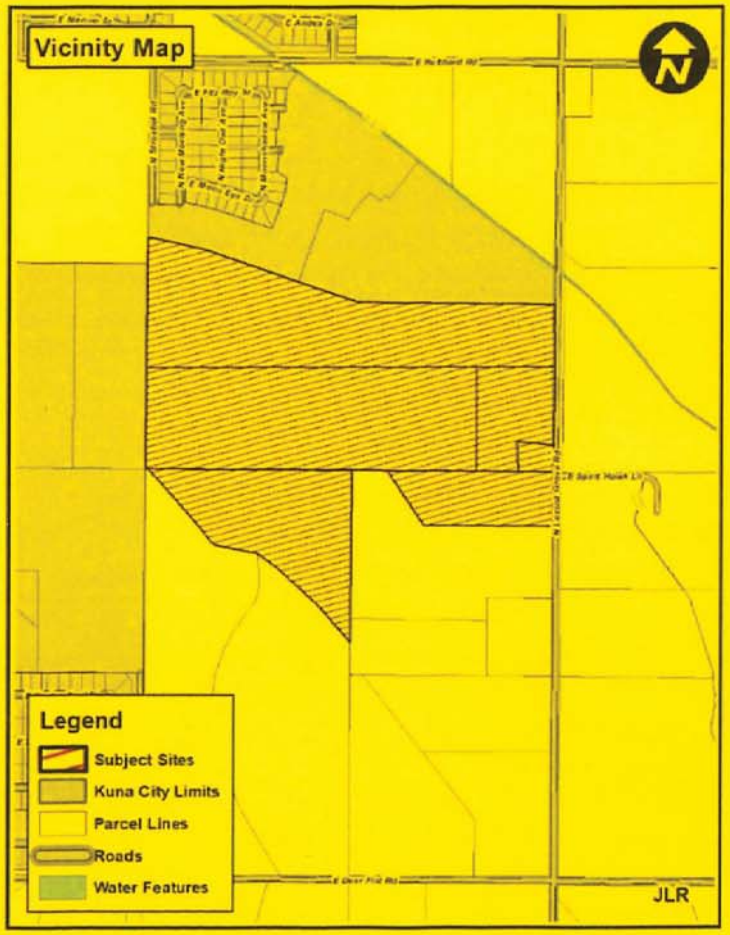
CORRECTION – SOME NOTICES REFLECTED INCORRECT HEARING DATE

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Case No. 21-07-AN (Annexation) for Ledgestone South (2425 N Locust Grove Road)

A request to Annex approx. 99.78 acres into Kuna City Limits with approx. 83.33 acres zoned R-6 (Medium Density Residential) & approx. 16.45 acres zoned R-8 (Medium Density Residential). Applicant will propose a Preliminary Plat in the future (APNs: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800 & S1418417200); Section 18, Township 2 North, Range 1 East.



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 of 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 **January 12, 2022** will be included with the packet distributed to the governing body prior to the hearing.

MAILED 01.07.2021

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

NEOPOST FIRST-CLASS MAIL
1/07/2022
US POSTAGE $000.00º

ZIP 83634
041M11460992

JR 1.7.22

City of Kuna

Falcon Crest "Golf Villages"

Valor: A Master-Planned Community
Kuna, ID

Kuna City Council

February 1, 2022

m3companies

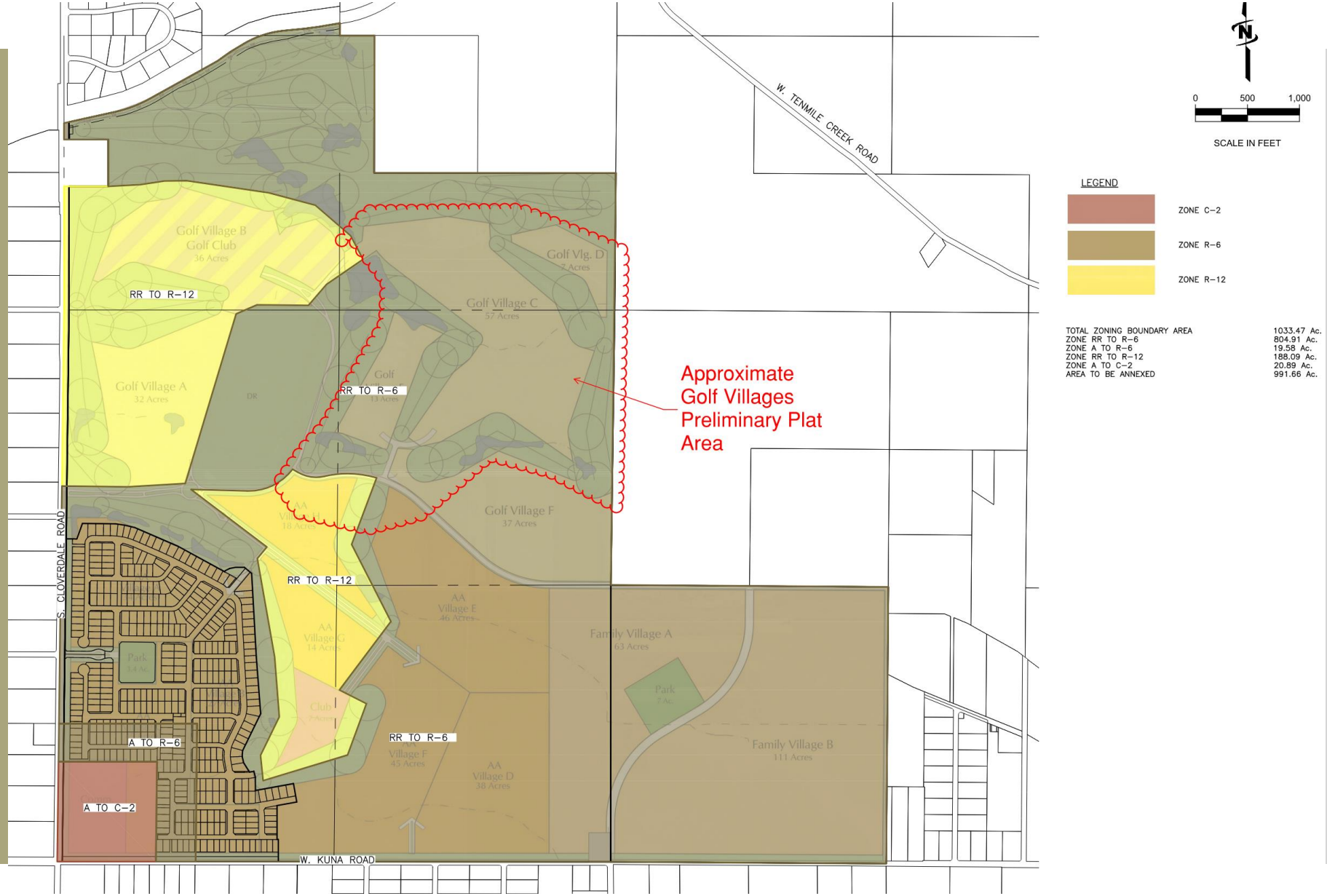
Falcon Crest Entitlement Summary

-Master Plan is annexed

-Zoned – combination of R-6, R-12, and C-2

-Development Agreement / PUD

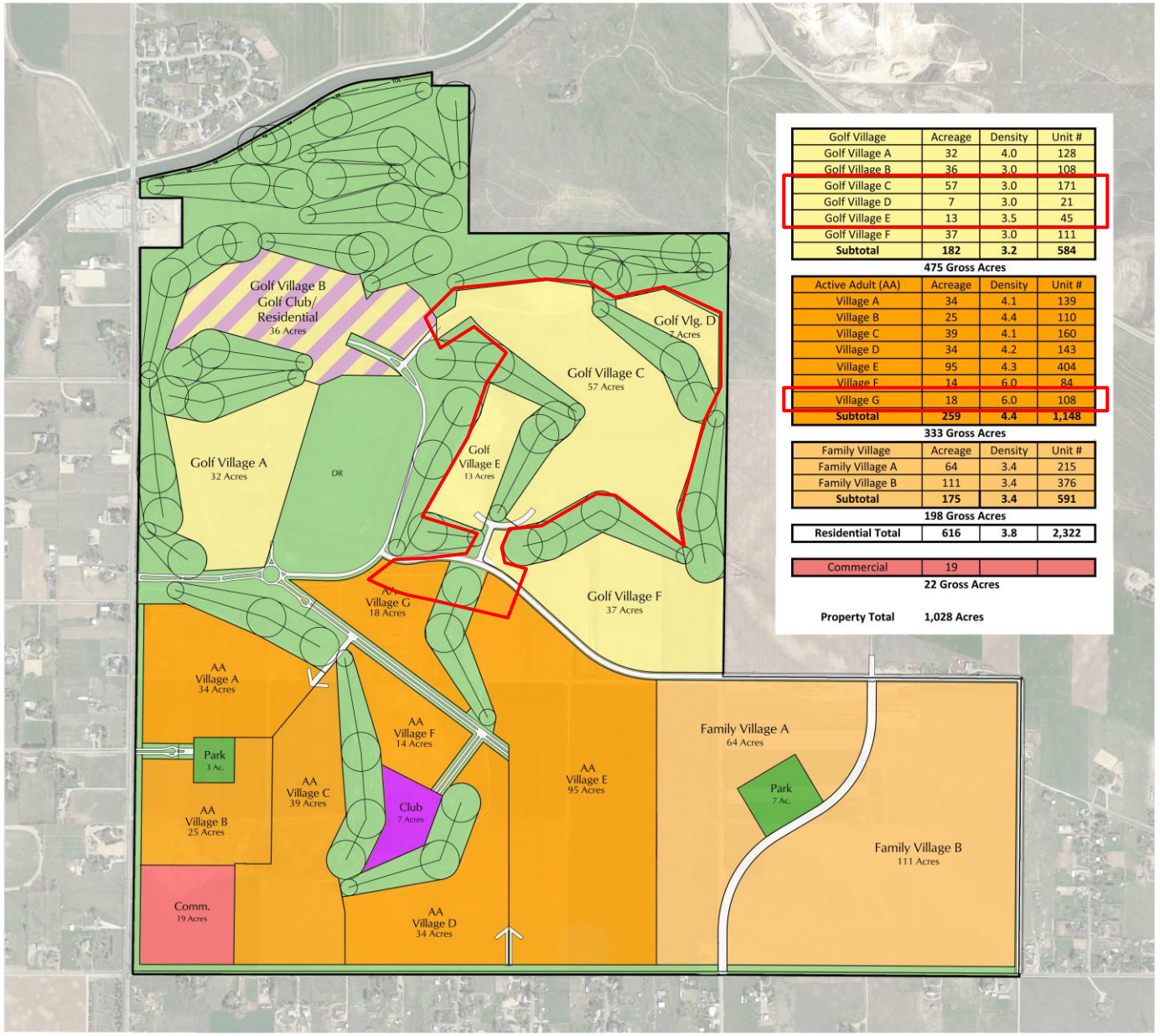
-2 Approved Preliminary Plats



Falcon Crest Entitlement Summary

Approved Master Plan & Density

Golf Villages Location



Golf Village	Acreage	Density	Unit #
Golf Village A	32	4.0	128
Golf Village B	36	3.0	108
Golf Village C	57	3.0	171
Golf Village D	7	3.0	21
Golf Village E	13	3.5	45
Golf Village F	37	3.0	111
Subtotal	**182**	**3.2**	**584**

475 Gross Acres

Active Adult (AA)	Acreage	Density	Unit #
Village A	34	4.1	139
Village B	25	4.4	110
Village C	39	4.1	160
Village D	34	4.2	143
Village E	95	4.3	404
Village F	14	6.0	84
Village G	18	6.0	108
Subtotal	**259**	**4.4**	**1,148**

333 Gross Acres

Family Village	Acreage	Density	Unit #
Family Village A	64	3.4	215
Family Village B	111	3.4	376
Subtotal	**175**	**3.4**	**591**

198 Gross Acres

Residential Total	**616**	**3.8**	**2,322**

Commercial	19		

22 Gross Acres

Property Total **1,028 Acres**

Falcon Crest

PRELIMINARY DEVELOPMENT PLAN

May 15, 2018

SCALE: 1" = 300'

GREEY|PICKETT

Valor Community Master Plan



Trilogy
m3companies

VALOR

May 27, 2021

GREEY|PICKETT



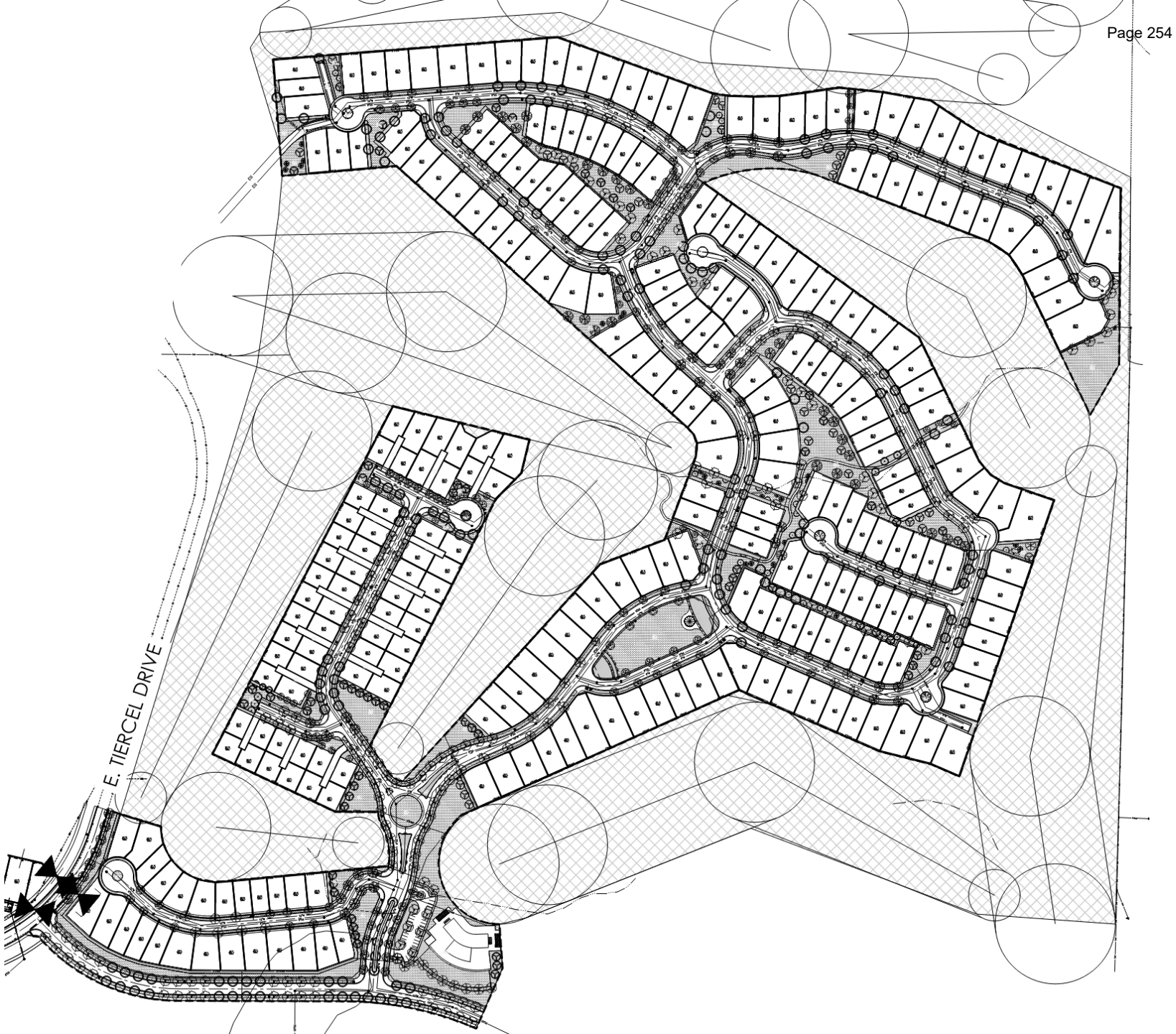
Main Entry at Cloverdale – Tiercel Lane


Main Entry –
Tiercel Ln.

Tiercel Lane - Roundabout



Valor Golf Villages Landscape& Site Plan

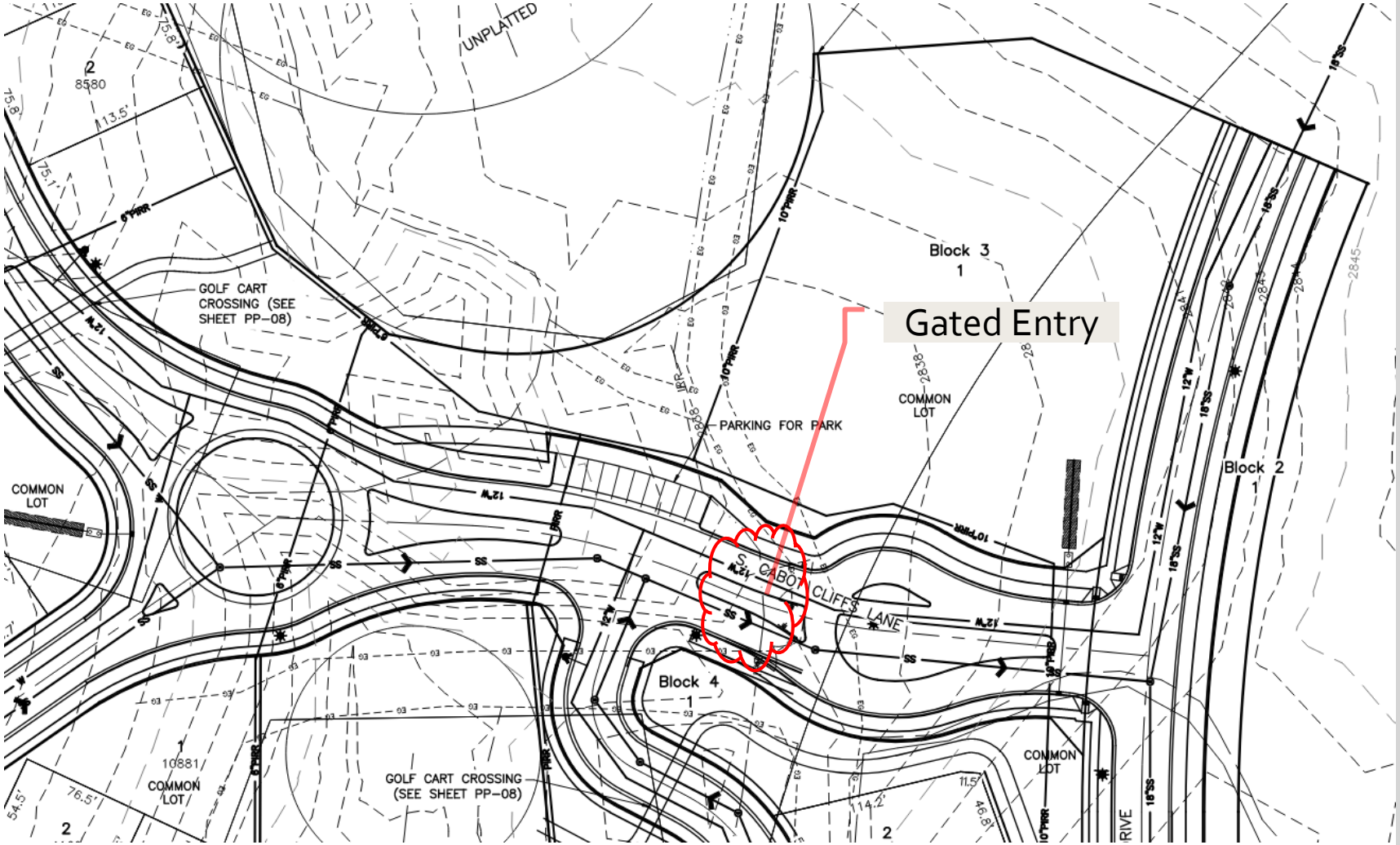


Valor Golf Villages Master Plan



Entry Road Modification & Private Streets

Development Agreement Provides for the use of private streets and criteria



Golf Villages Site Grading

Condition 9.26 – Paved surfaces for pedestrians through common areas.

- Planning & Zoning agreed to make this condition, "if the grade allows"
- We studied the topography and grades and do not believe a pathway in these locations is feasible given the common area is sloping



Falcon Crest Hole 17 Modification

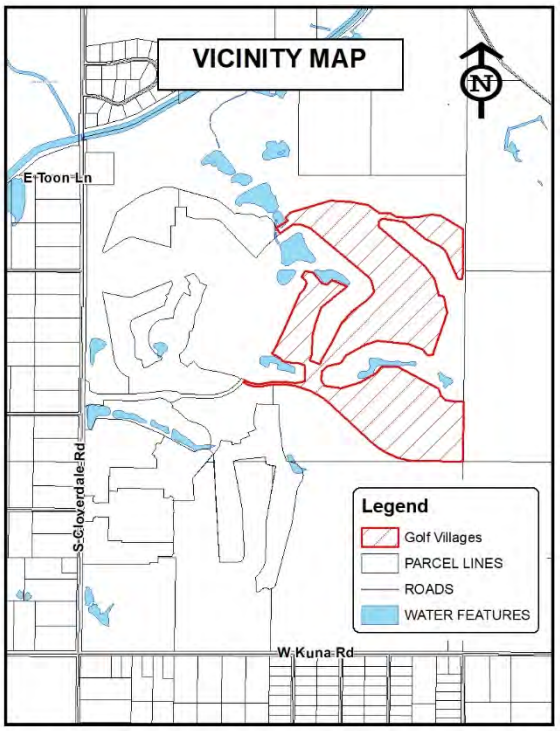


BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF	)	**Case No's 21-04-S (Preliminary Plat)**
	)	
M3 ID VALOR GOLF VILLAGES, LLC	)	
	)	
	)	**STAFF MEMO FOR FALCON CREST GOLF VILLAGES SUBDIVISION.**
For Subdivision Preliminary Plat Request.	)	

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2. Process and Noticing
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5. Transportation and Connectivity
6. Staff Analysis
7. Proposed Findings of Fact
8. Proposed Comprehensive Plan Analysis
9. Commission's Recommendation
10. Proposed Council's Order of Decision



I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Report			X
2.1	P n Z Application Coversheet			X
2.2	Preliminary Plat Application			X
2.3	Design Review Application			X

2.4	Narrative			X
2.5	Vicinity Map – 1/2 mile radius			X
2.6	Vicinity Map – Site			X
2.7	Legal Description			X
2.8	Warranty Deed One			X
2.9	Warranty Deed Two			X
2.10	Warranty Deed Three			X
2.11	Affidavit of Legal Interest			X
2.12	Neighborhood Meeting Certification			X
2.13	Subdivision Name Reservation			X
2.14	Preliminary Plat			X
2.15	UPDATED Preliminary Plat – Reflects ACHD changes.			X
2.16	Landscape Plan			X
2.17	Common Lots Maintenance Agreement (CC&R's)			X
2.18	Commitment to Post Property			X
2.19	TIS Executive Summary			X
2.20	Agency Transmittal (Request for Comments)			X
2.21	City Engineer			X
2.22	ACHD (Ada County Highway District)			X
2.23	Ada County Development Services			X
2.24	CDHD (Central District Health Department)			X
2.25	COMPASS (Community Planning Association of Southwest Idaho)			X
2.26	DEQ (Department of Environmental Quality)			X
2.27	KRFD (Kuna Rural Fire District)			X
2.28	KSD (Kuna School District)			X
2.29	PnZ Kuna Melba News			X
2.30	PnZ Land Owner Mailer			X
2.31	PnZ Website Notice			X
2.32	PnZ Proof of Property Posting			X
2.33	PnZ Commission FCO's			X
2.34	PnZ Meeting Minutes From 12.14.21			X
2.35	CC Kuna Melba News			X
2.36	CC Land Owner Mailer			X
2.37	CC Website Notice			X
2.38	CC Proof of Property Posting			X
2.39	Kuna School District No. 3 UPDATED Memo			X

II
PROCESS AND NOTICING

2.1 In accordance with Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states Preliminary Plats 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.

2.1.2 Notifications:

2.1.2.1	Neighborhood Meeting:	April 5, 2021 (7 Attendees)
2.1.2.2	Agency Comments Request:	July 20, 2021
2.1.2.3	300 FT Property Owners Notice:	November 23, 2021
2.1.2.4	Kuna Melba News Newspaper:	November 24, 2021
2.1.2.5	Site Posted:	October 15, 2021

III
APPLICANTS REQUEST

3.1 J-U-B Engineers on behalf of M3 ID Valor Golf Villages, LLC requests approval to subdivide approx. 86.90 ac. into 291 residential lots, 18 common driveway lots and 43 common lots. The subject site was annexed into Kuna City Limits on February 5, 2019 (18-03-AN & 18-02-PUD). The site is currently zoned R-6 Medium Density Residential (**MDR**) and R-12 High Density Residential (**HDR**). 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).

IV
GENERAL PROJECT FACTS

4.1 Site History

4.1.1 This parcel is in Kuna City limits and zoned R-6, *MDR* ad R-12, HDR. Historically these lands have served as a public golf course and golf shop and typical out-buildings associated with a golf course.

4.2 Surrounding Land Uses

North	R-6	Medium Density Residential– Kuna City
South	R-6	Medium Density Residential– Kuna City
East	R-6 RR	Medium Density Residential– Kuna City Rural Residential – Ada County
West	R-6	Medium Density Residential– Kuna City

4.3 Parcel Sizes, Current Zoning and Parcel Numbers

4.3.1 Approximately 86.90 acres
4.3.2 R-6 (MDR) and R-12 (HDR)
4.3.3 S1422110300

4.4 Services

Sanitary Sewer – City of Kuna
Potable Water – City of Kuna
Pressurized Irrigation – City of Kuna (KMIS)
Fire Protection – Kuna Rural Fire District
Police Protection – Kuna Police (Ada County Sheriff's Office)
Sanitation Services – J&M Sanitation

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 The proposed project site has supporting structures for a golf course. Vegetation on-site is consistent with a typical golf course; pathways, trees, grass, sand traps and ponds. The site has an estimated average slope range from 1.5% to 2.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be 20 to 40 inches across the proposed development area.

4.6 Environmental Issues

4.6.1 Staff is not aware of any environmental issues, health or safety conflicts for this site. The proposed project is *not* within the nitrate priority area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

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 86.90 acres as Mixed-Use.

4.8 Recreation and Pathways Map

4.8.1 The Recreation and Pathways Master Plan Map does not indicate a future pathway/trail on the directly adjacent or through the subject site.

4.9 Agency Responses

Agency	Exhibit No.
City Engineer – Kuna City Public Works	X
Ada County Highway District (ACHD) – Preliminary Plat Comments	X
Central District Health	X
COMPASS	X
Department of Environmental Quality	X
Kuna Rural Fire District	X

V
TRANSPORTATION AND CONNECTIVITY

5.1 ACHD delivered the following comments for the Falcon Crest Golf Course Preliminary Plat;

5.1.1 ACHD previously reviewed this site as a portion of the Falcon Crest Master Plan Community in September 2018. The requirements of this staff report (ACHD) have been updated to reflect current District policies and the site plan. The proposed subdivision is phase 3 of the Falcon Crest Master Plan.

5.1.2 The proposed development includes 0.4 miles of new public road.

5.1.3 This development is estimated to generate 2,483 vehicle trips per day; 246 vehicle trips per hour in the PM peak hour, based on the traffic study.

5.1.4 It is recommended the applicant restripe the center median of Meridian Road (State Highway 69) to provide a two-stage left-turn movement from Kuna Road onto Meridian Road (State Highway 69) for existing traffic, 2025 background and 2025 total traffic conditions.

5.1.5 To ensure that improvements are made when necessary to serve the site, the applicant should be required to submit an updated intersection analysis for the Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS (**T**raffic **I**mpact **S**tudy) for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat.

5.1.6 If it is determined through the analysis that improvements are needed, then the applicant should be required to install an interim signal within the existing rights-of-way at the intersection, prior to plan approval and ACHD's signature on the plat that contains the 200th building lot.

5.1.7 The TIS recommends that delineated approach signage for golf cart crossings should be provided for the four (4) proposed crossings on the proposed local public street within the site.

5.1.8 District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required, regardless of whether access is taken to all of the adjacent streets.

5.1.9 District policy 7206.5.6 requires a concrete sidewalk at least 5 feet wide to be constructed on both sides of all collector 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.

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

5.1.11 Golf cart path crossings on Tiercel Drive are prohibited.

5.1.12 Staff recommends the applicant should be required to construct a secondary access by constructing the off-site portion of the east/west collector, Harrier Drive to the east and construct Five Mile Road from Kuna Road to intersect the east/west collector roadway, Harrier Drive to provide connectivity to Kuna Road prior to ACHD's signature on the plat that contains the 100th lot. Or, as an alternative, the applicant may stop final platting until the secondary public street access is available to Kuna Road.

5.1.13 As noted in the TIS, Tiercel Dr. is anticipated to exceed ACHD's threshold of 3,000 vehicle trips per day on a single access point. To ensure that Tiercel Dr. does not exceed the Average Daily Trips (ADT) threshold of 3,000 vehicle trips per day, the applicant should be required to provide an updated traffic count for Tiercel Dr. when 133 lots are platted in the Falcon Crest Golf Villages, as this coincides with Phase 4 of the preliminary plat.

5.1.14 The applicant's proposal to construct the east/west collector roadway located at the site's south property line to intersect the Golf Course Access Road (Tierce Dr.) as a 36 foot-wide collector streets section with vertical curb, gutter, an 8 foot-wide planter strip and 5 foot wide detached concrete sidewalk within 70 feet of right-of-way meets District policy and should be approved.

5.1.15 District policy 7207.3.3 states that if a proposed development only has one (1) access to a public street that is a local street, or if it proposes to extend public streets from one existing development with only one (1) local street access to the public street system, the maximum forecast ADT to be allowed at any point on a local street access is 1,000 and is subject to fire department requirements for the provision of a secondary access. This volume may be reduced or increased based on information received from the lead land use agency, the applicable fire department, and/or EMS.

5.1.16 ACHD staff recommends the applicant be required to construct private roads within the (majority of the) site.

5.1.17 The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:
- Dedicate a min. 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.

5.1.18 Tiercel Drive is not proposed to be extended further into the site as part of future phases; therefore, the applicant should redesign Tiercel Drive to terminate at the intersection with Harrier Drive and not look like a stub street. To ensure there is a clear distinction between the terminus of the public street and the extension of the private road, the applicant's proposal to construct a bulb-out and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the intersection should be approved, as proposed.

VI
STAFF ANALYSIS

6.1 On April 1, 2021 staff held a pre-application meeting with the applicant and representatives from Planning and Zoning, Public Works, Parks and Recreation, ACHD, ITD, Kuna School District (KSD), Kuna Rural Fire District (KRFD) and the Kuna Police Department (KPD) were all invited to attend. The applicant held a neighborhood meeting on April 5, 2021, and seven (7) residents attended the meeting. Meeting minutes have been included with this packet.

The applicant proposes to subdivide approximately 86.90 acres into 291 Residential lots, 43 common lots and 18 common driveways. These lands were annexed into the City of Kuna limits in February 2019, and have two (2) zones; R-6, MDR, and R-12, (HDR. The overall gross density of the project is proposed at 3.38 dwelling units per acre (DUA).

13.29 acres, or 15+ percent of the project, is proposed to be usable open space, including all end caps, buffers, parks, and pathways. Pathways are provided throughout the subdivision to provide pedestrian connectivity. Staff recommends additional paved walking surfaces be added to open spaces. Staff specifically requests paved surfaces for pedestrians for the following Lot and Blocks:
- Block 7, Lot 11 to lot 2 or 19;
- Block 56, from Portstewart Ave. to the Cul-de-sac; and
- Connect the proposed path in Block 6, to Auodlhya Street.

KCC 5-17-12-D requires developments with a range of 250 - 300 homes/dwelling units to devote 9.*50%* of the development area to useable open space; staff views the proposed open space for *Falcon Crest Golf Villages* to be in compliance with Kuna City Code (KCC). KCC requires sidewalks on collectors to be a minimum of eight (8) feet. Staff recommends detached eight (8) foot sidewalks on both sides of Tiercel and Harrier Drives as these streets will both function as Collector Roads.

The proposed Subdivision is within the Orchard Lift Station Sewage Basin which has available capacity and the sewer line is currently being extended to W Tiercel Drive. Sewer and water flow models will be required to verify pipe sizes and shall be paid by developer.

ACHD policies do not allow for S Cabot Cliffs Way to be public due to estimated vehicle trips exceeding policy thresholds. However, the Falcon Crest PUD project was previously approved (2019; 18-04-S &18-02-PUD) to allow for private streets on a case-by-case basis. Due to site constraints and the inability to provide a connection to neighboring parcels, ACHD will not accept streets downstream from S Cabot Cliffs Way. The Applicant should be conditioned to construct S Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.

KCC 6-3-3 states cul-de-sacs must be 500 feet or shorter. In 2019 (18-04-S &18-02-PUD), the applicants modification request of KCC 6-3-3, from 500 feet Max. to 700 feet was approved. However, the approved language requires KRFD approval & EMS access.

The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The applicant will be required to ensure street lights are at a maximum spacing not exceeding 250 ft. The final location of street lights will be approved at the time of construction document review. Staff notes all streetlights must be designed and installed according to “Dark Sky” standards.

Kuna’s Comprehensive Plan (Comp Plan) encourages a variety of housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comp Plan are included below in Section VIII (8) of this staff report.

Staff has reviewed the proposed Preliminary Plat for technical compliance with KCC, and finds the application is in compliance Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan. The applicant will be required to work with Kuna’s staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency’s requirements. Staff recommends if Council approves Case No. 21-04-S (Preliminary Plat), the applicant be subject to the Conditions of Approval listed in section IX (9) of this report, as well as any additional conditions requested by the Planning and Zoning Commission and Council as applicable.

6.2 Applicable Standards

6.2.1 City of Kuna Zoning Ordinance, Title 5
6.2.2 City of Kuna Comprehensive Plan FLUM
6.2.3 Idaho Code, Title 67, Chapter 65 – Local Land Use Planning Act
6.2.4 Idaho Code, Title 39, Chapter 11 – Health and Safety

VII
PROPOSED FINDINGS OF FACT

Based upon the record contained in Case Nos. 21-04-S, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, the exhibits, and testimony during the public hearing, the Kuna City Council hereby (***approves/conditionally approves/denies***) Case No. 21-04-S, a request for preliminary plat, in order to subdivide approx. 86.90 ac. into 291 residential lots, 18 common driveway lots and 43 common lots for a total of 352 lots, using the R-6 (MDR) and R-12 (HDR) zones, from Wendy Shrief with J-U-B Engineers.

If the City Council wishes to Approve, Conditionally 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 No's 21-04-S, this proposal **does/does not** generally comply with the Kuna City Code (KCC).

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 the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

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

Staff Finding: *The applicant held a neighborhood meeting on April 5, 2020. A total of seven (7) residents attended the meeting. A legal notice was published in the Kuna Melba Newspaper on October 6, 2021. The applicant posted sign on the property on October 15, 2021. Neighbor Notices were mailed to land owners within 300-FT of the proposed project site on October 7, 2021.*

7.3 Based on the evidence contained in Case Nos. 21-04-S, this proposal **does/does not** generally comply with the Comprehensive Plan.

Staff Finding: *The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna, as well as the installation of pathways and open space. The project will remain R-6 MDR and R-12 HDR, the Comp Plan Map designates the properties as Mixed-Use General.*

7.4 The contents of the proposed Annexation and Preliminary Plat and Design Review applications ***do/do not*** contain all of the necessary requirements as listed in KCC 6-2-3 Preliminary Plat and KCC 5-4 Design Review.

Staff Finding: *Review by Staff of the proposed Preliminary Plat and Design Review confirms all requirements listed in KCC 6-2-3 and 5-4 were provided.*

7.5 The availability of existing and proposed public services and streets can accommodate the proposed development.

Staff Finding: *According to ACHD's report and the submitted Traffic Impact Study, the current traffic improvements on Cloverdale Road do not meet minimum operational thresholds. However, through limited plat approvals and signatures with specific lot counts listed in the ACHD staff report, there will be a future TIS and other improvements required by this developer on and off-site to bring traffic levels up to acceptable levels. Once mitigation improvements are completed, per the submitted TIS, the intersection will be back within an acceptable operational threshold. Falcon Crest Subdivision is within the Orchard Street Lift Station Sewage Basin. Sewer Flow models will be required to verify pipe sizes and will be paid by developer.*

7.6 The proposed development ***is/is not*** compliant with Kuna City Master Utility Plans (Sewer/Water/Pressurized Irrigation).

Staff Finding: *Correspondence from Kuna Public Works states the City of Kuna can provide sewer and potable water services. The Pressure Irrigation line will be built to Kuna standards but retained by the Applicant.*

7.7 The public ***does/does not*** have the financial capability to provide supporting services to the proposed development.

Staff Finding: *Throughout the development of the project and beyond, connection fees, impact fees (Fire, Police, Parks and the Ada County Highway District), and property taxes will be collected, therefore satisfying the financial capability to provide supporting services.*

7.8 The proposed project ***does/does not*** consider health and safety of the public and the surrounding area's environment.

Staff Finding: *Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, bike lanes stub streets, etc. are required to be implemented as a part of this project. No major wildlife habitats will be impacted by the proposed development.*

7.9 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 that 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 City Council may ***accept/reject*** the Comprehensive Plan components, and shall determine if the proposed Subdivision request for the site ***is/is not*** consistent with the following Comprehensive Plan components:

8.1 Goal Area 2: Kuna will be a healthy, safe community.

- Goal 2.A.: Maintain and expand an interconnected greenbelt, pathways and trail system.
    - Objective 2.A.2.: Maintain and expand the pathway and trail network with a focus on building connectivity to key activity and population centers that serve all areas of Kuna.

- Policy 2.A.2.d: Work with private developers and landowners to direct expansion of the trails and pathways system throughout Kuna, including:
    - Ensure appropriate polices and ordinances are in place to incentivize and require construction of new pathways and trails infrastructure as development and redevelopment occurs.
    - Require all new neighborhood and subdivision developments to incorporate pathway connectivity within the neighborhood and tie into existing or anticipated pathways and trails.
    - Clearly identify locations where trails and pathways infrastructure should be publicly accessible, and who will be responsible to provide regular maintenance for these areas.

- Goal 2.B.: Maintain and expand parks and public gathering spaces.
    - Objective 2.B.1.: Maintain and expand the parks system.
        - Policy 2.B.1.b: Continue to require neighborhood park development through the subdivision development process.

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

- Goal 3.D.: Encourage development of housing options and strong neighborhoods.
    - Objective 3.D.1.: Encourage development of housing options for all citizens.
        - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
    - Objective 3.D.2.: Create strong neighborhoods through preservation, new development, connectivity and programming.
        - Policy 3.D.2.d: Work to ensure all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street and transit infrastructure.

- 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: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
        - 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.

8.3 Goal Area 4: Kuna will be a connected community through strong transportation and infrastructure systems.

8.3.1 Goal 4.B.: Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.

- Objective 4.B.2.: Maintain and expand sidewalks and pedestrian facilities within the community.
    - Policy 4.B.2.b: Install detached sidewalks **and/or** protected pedestrian routes/facilities along high trafficked roads as development occurs.
    - Policy 4.B.2.c: Promote the installation of off-system pedestrian pathways to create neighborhood connections and reduce the length of non-motorized transportation routes.
    - Policy 4.B.2.g: Coordinate with developers to connect and/or enhance pedestrian facilities, including on and off-system pathways, footbridges (across canals, etc.), road bridges, sidewalks, pedestrian crossings and wayfinding signage.

8.3.2 Goal 4.C.: Increase pathway, trail and on-street bicycle facilities.

- Objective 4.C.1.: Maintain and enhance existing pathways, trails and on-street bicycle facilities.
    - Policy 4.C.1.a: Expand the bicycle network as identified in the Kuna Pathways Master Plan and ACHD Roadways to Bikeways Plans through land use developments and capital improvement projects.
    - Policy 4.C.1.e: Coordinate with developers to connect to and/or enhance bicycle facility connections, including pathways, non-motorized canal crossings, road bridges and wayfinding signage.
- Objective 4.C.2.: Ensure expansion of pathways, trails and on-street bicycle routes.
    - Policy 4.C.2.b: Promote the installation of off-system bicycle pathways to create neighborhood connections and reduce non-motorized transportation route lengths.

8.3.3 Goal 4.D.: Promote a connected street network that incorporates mid-mile collectors and crossing for improved neighborhood connectivity.

- Objective 4.D.2.: Ensure the continued expansion/development of mid-mile collector system throughout the community.
    - Policy 4.D.2.a: Extend and expand mid-mile roads as growth occurs.
    - Policy 4.D.2.b: Preserve adequate rights-of-way along all mid-mile roads or other approved alternative locations to align roads.

IX
COMMISSIONS RECCOMENDATION

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission hereby recommended *approval* of Case No. 21-04-S (Preliminary Plat), a request from Wendy Shrief with J-U-B Engineers to subdivide approx. 86.90 ac. into 352 total lots (291 buildable lots, 18 common driveways and 43 common lots); and *approved* Case No. 21-14-DR (Design Review), subject to the conditions of approval in Section ten (X):

X
PROPOSED COUNCIL'S ORDER OF DECISION

*Note: These motions are for the **approval, conditional approval or denial** of the Preliminary Plat application by the City Council. However, if the Council wishes to approve or deny specific parts of these requests as detailed in the staff memo, those changes must be specified.*

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby (***approves/conditionally approves/denies***) Case No. 21-04-S (Preliminary Plat), a request from Wendy Shrief with J-U-B Engineers to subdivide approx. 86.90 ac. into 352 total lots (291 buildable lots, 18 common driveways and 43 common lots), subject to the following conditions of approval:

10.1 The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

10.1.1 The City Engineer shall approve the sewer hook-ups.

10.1.2 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.

10.1.3 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".

10.1.4 The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.

10.1.5 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

10.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permit(s).

10.1.7 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.

10.2 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.

10.3 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.

10.4 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 Kuna Municipal Pressure Irrigation System of the City (KMIS).

10.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform with all corresponding Utility Master Plans.

10.6 The Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional lift station capacity.

10.7 The Developer/Owner/Applicant shall not submit an application for final plat until the City's Public Works Director issues a Will-Serve Letter to the applicant stating that the City's Orchard Street Lift Station or any other City appurtenance has capacity to accept the wastewater discharged from the proposed development.

10.8 In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.

10.9 Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.

10.10 Developer/owner/applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic mitigation improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.

10.11 It is the responsibility of the developer or their Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development.

10.12 Developer is conditioned to follow ACHD's site specific conditions of approval, unless the City of Kuna's standards are stricter.

10.13 Developer/Owner/Applicant shall install a sign at the terminus of every proposed stub street stating these roads will continue in the future. Developer/Owner/Applicant shall obtain proper language from Ada County Highway District.

10.14 Applicant shall work with staff in order to provide final locations of street lights as required by KCC.

10.15 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

10.16 Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).

10.17 All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.

10.18 Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.

10.19 The Applicant shall install sod wherever the landscape plan identifies "Lawn" and provide staff an updated landscaping plan accommodating the requested change.

10.20 All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.

10.21 If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.

10.22 Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.

10.23 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.

10.24 Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.

10.25 Developer/Owner/Applicant shall comply with all local, state and federal laws.

10.26 Staff specifically requests paved surfaces for pedestrians for the following Lot and Blocks:
- Block 7, Lot 11 to lot 2 or 19;
- Block 56, from Portstewart Ave. to the Cul-de-sac; and
- Connect the proposed path in Block 6, to Auodlhya Street.

10.27 KCC requires separated eight (8) foot sidewalks on both sides for Tiercel and Harrier Drives.

10.28 It is the responsibility of the developer or his engineer to coordinate and design to the stricter requirement between agencies and the City of Kuna standards.

10.29 Developer/Owner/Applicant/Contractors are all hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

10.30 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

10.31 Applicant shall construct S Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.

10.32 Applicant shall work with the City of Kuna on pathway development dependent on topography.

10.33 Applicant shall work with Kuna School District No. 3 to ensure future potential students are served.

10.34 Applicant should is conditioned to construct S. Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.

DATED: this 1st day of February, 2022.

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): 21-04-S (Preliminary Plat)

Project Name: Falcon Crest Golf Villages

Date Received: 05.17.2021

Date Accepted as Complete: _____

Type of review requested (check all that apply); please submit all associated applications:

☐	Annexation	☐	Appeal
☐	Comp. Plan Map Amendment	☐	Combination Pre & Final Plat
☐	Design Review	☐	Development Agreement
☐	Final Planned Unit Development	☐	Final Plat
☐	Lot Line Adjustment	☐	Lot Split
☐	Ordinance Amendment	☐	Planned Unit Development
✔	Preliminary Plat	☐	Rezone
☐	Special Use Permit	☐	Temporary Business
☐	Vacation	☐	Variance

Owner of Record

Name: M3 ID Valor Golf Villas LLC

Address: 7033 E Greenway Pkwy, Scottsdale, AZ 85254

Phone: 208-939-6263 Email: mtate@m3companiesllc.com

Applicant (Developer) Information

Name: M3 Companies

Address: 1087 W River Street, Ste. 310

Boise, ID 83702

Phone: 208-939-6263 Email: mtate@m3companiesllc.com

Engineer/Representative Information

Name: Wendy Shrief

Address: 2760 W Excursion Lane, Ste. 400

Meridian, ID 83642

Phone: 208-376-7330 Email: wshrief@jub.com

Subject Property Information

Site Address: N Cloverdale Road

Nearest Major Cross Streets: E Kuna Road/N Cloverdale Road

Parcel No.(s): S1422110300

Section, Township, Range: Sections 22, 23, Township 2N, Range 1E

Property Size: 86.03 acres

Current Land Use: Ag/Res Proposed Land Use: Residential

Current Zoning: R-6, R-12 Proposed Zoning: R-6, R-12

Project Description

Project Name: Falcon Crest Golf Village Subdivision

General Description of Project: The development of a residential subdivision with associated infrastructure and common lots

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: 43 common area lots,

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: 291 No. of Building Lots: 352

No. of Common Lots: 43 No. of Other Lots: 18

Type of dwelling(s) proposed (check all that apply):
■ Single-Family ☐ Townhomes ☐ Duplexes ☐ Multi-Family
☐ Other: _____

Minimum square footage of structure(s): 1000

Gross Density (Dwelling Units ÷ Total Acreage): _____

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

Percentage of Open Space provided: 15.4 Acreage of Open Space: 13.293

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

Landscaped common lots

Non-Residential Project Summary (If Applicable)

Number of building lots: N / A Other lots: N / A

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: N / A Dimensions: N / A

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: N / A

Proposed lighting: N / A

Is lighting “Dark Sky” compliant? YES NO

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

_____

_____

_____

Applicant Signature: _____ Date: _____

Preliminary Plat Application

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

Preliminary Plats require 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.

****Office Use Only****

Case No(s).: 21-04-S (Preliminary Plat)

Project Name: Falcon Crest Golf Villages

Date of Pre-Application Meeting: Valid for three (3) months

Date Received: 05.17.2021

Date Accepted as Complete: _____

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

- Complete Planning & Zoning Application Coversheet
- Complete Preliminary Plat 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.
- 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.
- Legal Description of Preliminary Plat 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.
- 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.
- A letter or email from the Ada County Engineer showing the subdivision name reservation. (*A name change needs to be submitted and approved by the Planning & Zoning Director & Ada County Engineer.*)
- Preliminary Plat (24" x 36"): Drawn to a scale of 1" = 100' (or similar), showing
    - Topography at 2' intervals
    - Land uses (location, layout, types & dimensions) of Residential, Commercial & Industrial
    - Street right-of-way (ROW) including dimensions of ROW dedication for all roadways, street sections, improvements, etc.
    - Easements/common space such as utility easements, parks, community spaces, etc.
    - Layout & dimensions of lots

    - Improvements drawing showing water, sewer, drainage, electricity, irrigation, telephone, gas, proposed street lighting, proposed street names, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.
- Preliminary Plat (8.5" x 11"): Drawn to a scale of 1" = 100' (or similar), with the same items as listed in the "Preliminary Plat".
- Phasing Plan
- Landscape Plan for subdivision entrances, buffers, common areas, etc.
- Homeowners Maintenance Agreement for the care of landscaped common areas.

If the Preliminary Plat includes 100 lots or more, a Traffic Impact Study is required.

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).*

J-U-B COMPANIES
THE LANGDON GROUP
GATEWAY MAPPING INC.
J·U·B ENGINEERS, INC.

April 5, 2021

Jace Hellman
Planning and Zoning Director
City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

RE: FALCON CREST GOLF VILLAGE SUBDIVSION –PRELIMINARY PLAT

Dear Mr. Hellman:

On behalf of our client, M3 Companies, LLC, please accept this request for the Preliminary Plat for Falcon Crest Golf Village Subdivision. The proposed development is located on the east side of N. Cloverdale Road,; the proposed development is immediately adjacent to the previously approved Falcon Crest and Robinhood Subdivisions. The proposed development was previously annexed into the City of Kuna and the property has R-6 and R-12 zoning The development includes 86.03 acres.

Preliminary Plat

The Preliminary Plat for Falcon Crest Golf Village Subdivision consists of 86.03 acres, includes 291 residential lots, 43 common lots, and 18 common driveway lots. The common area will include 13.29 acres making up 15.4% of the platted area. The average lot size is 8,084 S.F and the residential density is 3.38 dwelling units per acre. All lots meet the dimensional standards of the R6 zoning district.

Access to the proposed subdivision will be provided off W. Tiercel Drive; construction of the utilities that will serve Falcon Crest Golf Village Subdivision will be sequenced with the construction of Falcon Crest and Robinhood Subdivisions.

Falcon Crest Golf Village Subdivision will include a range of single-family housing types. The proposed development includes both patio homes with shared common drives and smaller lots and traditional single-family homes on larger lots. The subdivision has been planned to maximize views of the adjoining golf course greens and to create connectivity between homes and amenities. All lots will feature upscale homes with a variety of building materials and architectural styles. The landscape plan included in this application shows the sizable investment that our client is ensuring that Falcon Crest Golf Village will be a first class development.

Neighborhood Meeting

A Neighborhood Meeting was held in accordance with City of Kuna standards on April 5, 2021. Neighbors were given the opportunity to view the proposed Preliminary Plat and ask questions regarding the proposed development. Neighbors were generally in favor of seeing residential development in this location. A sign-in sheet and comments from the meeting are attached as a part of this application.

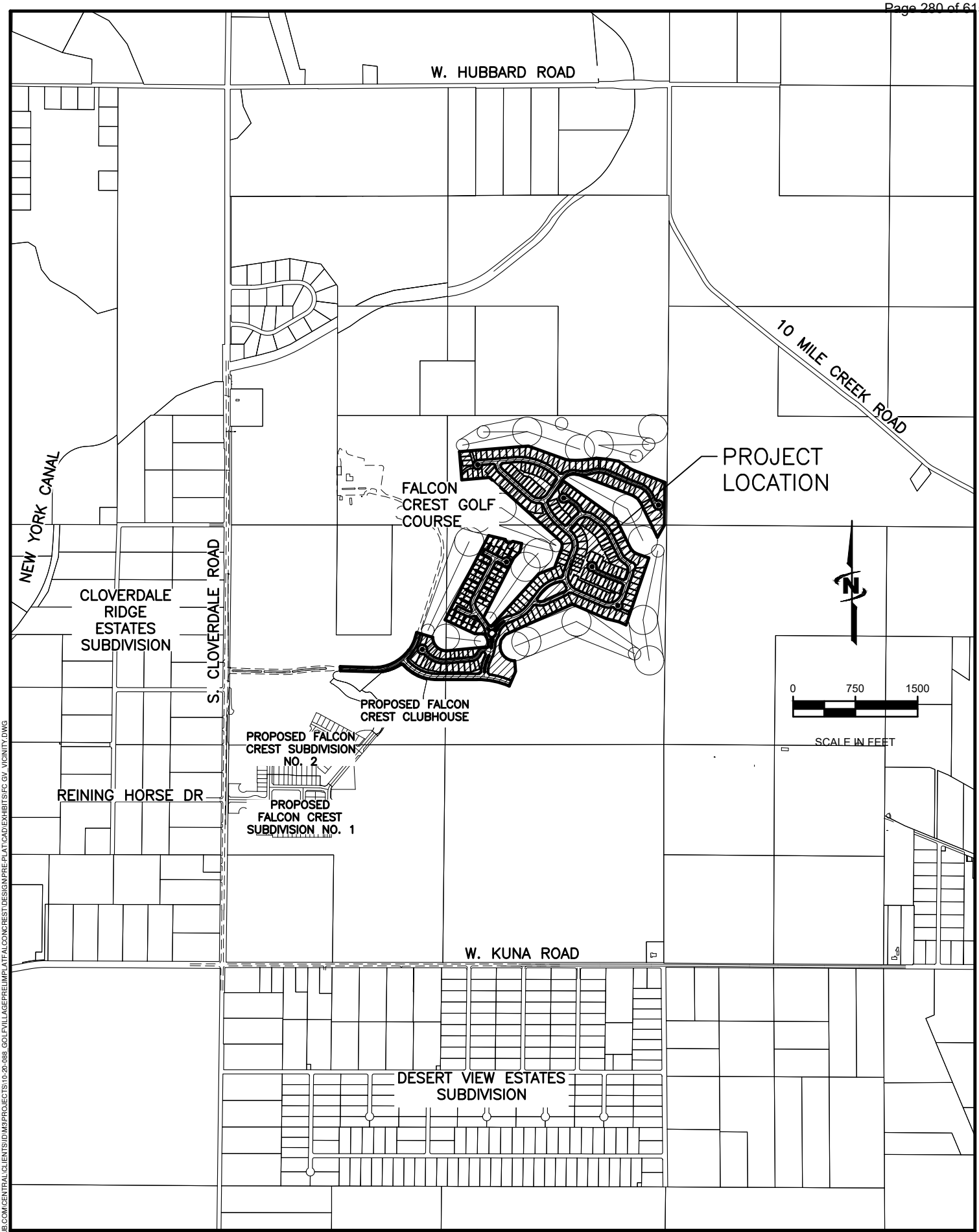
Development Schedule

Development is planned to proceed concurrently with Falcon Crest Subdivision We anticipate developing 1-2 phases a year until the project is completed.

The enclosed applications have been submitted in accordance with the requirements of the City of Kuna and will comply with all applicable local, state and federal requirements. The development has been designed in accordance with the City of Kuna's Code and Comprehensive Plan. Please contact me at 376-7330 if you have any questions regarding this application.

Sincerely,
J-U-B ENGINEERS, Inc.

Wendy Shrief, AICP



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NO	REVISION DESCRIPTION	BY	APR	DATE

FILE: FC GV_VICINITY
JUB PROJ. #: 10-17-141
DRAWN BY: ####
DESIGN BY: ####
CHECKED BY: ####
LAST UPDATED: 4/6/2021

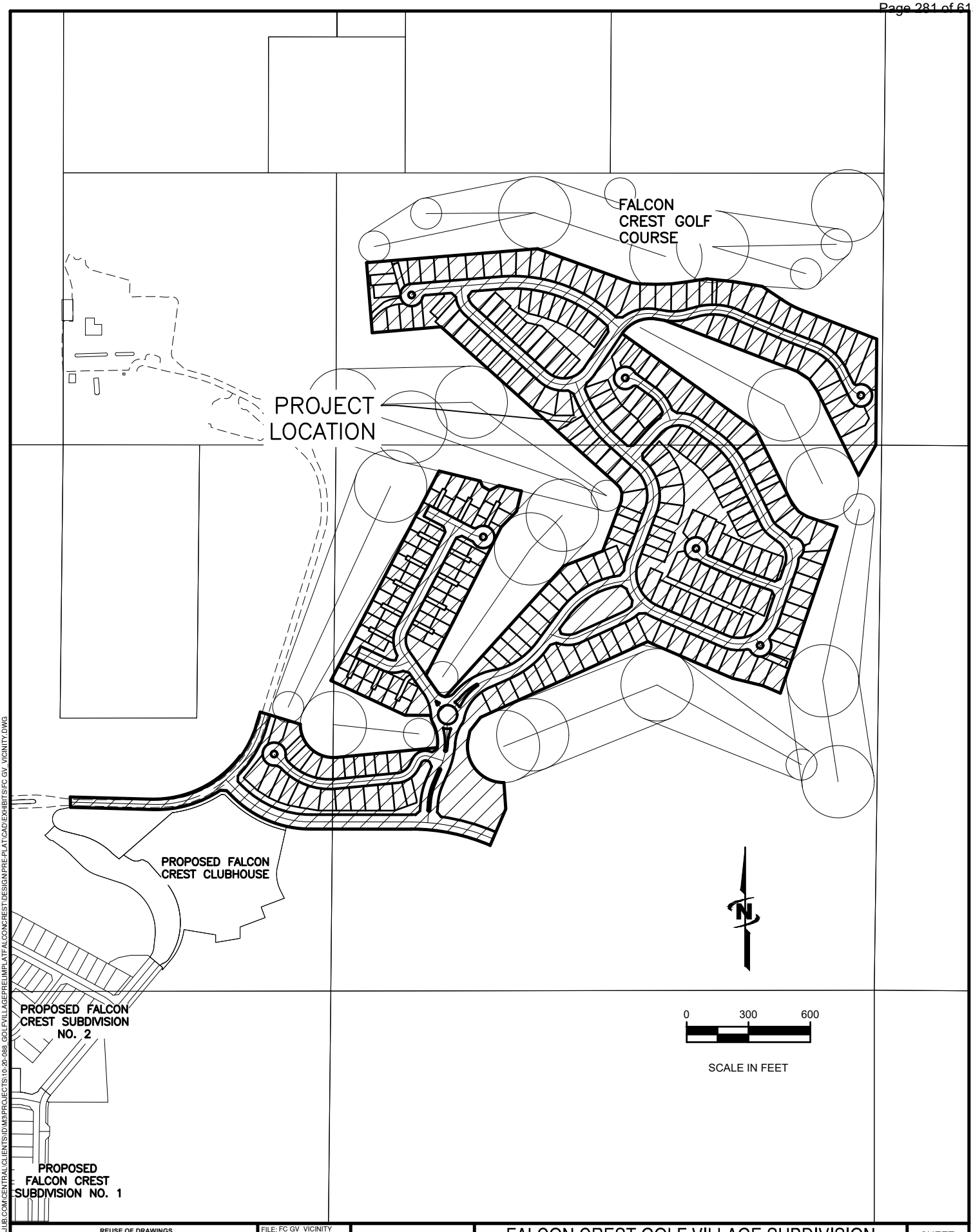
J-U-B ENGINEERS, INC.

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

VICINITY MAP

SHEET 1

Plot Date:4/29/2021 3:54 PM Plotted By: Everett Earnest
Date Created:4/5/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLF\VILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\EXHIBITS\FC GV_VICINITY.DWG



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NO	REVISION DESCRIPTION	BY	APR	DATE

FILE: FC GV_VICINITY
JUB PROJ. #: 10-17-141
DRAWN BY: ####
DESIGN BY: ####
CHECKED BY: ####
LAST UPDATED: 4/6/2021

J-U-B ENGINEERS, INC.

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

VICINITY MAP

SHEET 2

Plot Date:4/29/2021 3:53 PM Plotted By: Everett Earnest
Date Created:4/5/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088 GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\EXHIBITS\FC GV VICINITY.DWG

FALCON CREST SUBDIVISION
GOLF VILLAGE
LEGAL DESCRIPTION

Those portions the North Half of Section 22 and the Southeast Quarter of Section 15, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the center quarter corner of said Section 22, from which the west quarter corner of said Section 22 bears S 89°54'52" W, 2,653.59 feet; Thence, along the north-south mid-section line of said Section 22, N 00°33'40" E, 785.65 feet to the **POINT OF BEGINNING**;

Thence N 89°57'42" W, 105.71 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 420.19 feet, having a radius of 535.00 feet, a central angle of 45°00'00", a chord bearing of N 67°27'42" W and a chord length of 409.47 feet;
Thence N 44°57'42" W, 41.37 feet;
Thence N 84°57'01" W, 30.65 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 343.25 feet, having a radius of 555.00 feet, a central angle of 35°26'09", a chord bearing of S 73°48'41" W and a chord length of 337.81 feet;
Thence N 88°28'15" W, 402.51 feet;
Thence N 00°59'11" W, 50.05 feet;
Thence S 88°28'15" E, 389.26 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 501.22 feet, having a radius of 525.00 feet, a central angle of 54°42'02", a chord bearing of N 64°10'45" E and a chord length of 482.40 feet;
Thence S 53°10'16" E, 4.11 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 165.90 feet, having a radius of 505.00 feet, a central angle of 18°49'21", a chord bearing of N 26°34'43" E and a chord length of 165.15 feet;
Thence N 17°10'02" E, 70.35 feet;
Thence S 73°06'09" E, 202.74 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 268.64 feet, having a radius of 160.00 feet, a central angle of 96°11'57", a chord bearing of S 47°26'19" E and a chord length of 238.18 feet;
Thence N 84°27'42" E, 490.68 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 125.27 feet, having a radius of 200.00 feet, a central angle of 35°53'15", a chord bearing of N 10°05'28" W and a chord length of 123.23 feet to the beginning of a reverse curve;
Thence along said reverse curve to the right an arc length of 36.96 feet, having a radius of 82.00 feet, a central angle of 25°49'21", a chord bearing of N 15°07'25" W and a chord length of 36.64 feet;
Thence N 89°48'26" W, 124.88 feet;
Thence N 64°54'30" W, 396.54 feet;
Thence N 27°17'46" E, 1,143.55 feet;
Thence S 76°22'08" E, 205.71 feet;
Thence S 22°21'18" E, 27.82 feet;
Thence S 59°52'20" E, 38.96 feet;
Thence N 63°22'40" E, 51.96 feet;

2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5313 W www.jub.com P 208.376.7330

Thence S 76°22'08" E, 111.98 feet;
Thence S 13°37'52" W, 100.70 feet;
Thence S 44°14'33" W, 106.74 feet;
Thence S 26°54'12" W, 806.95 feet;
Thence S 34°49'22" E, 100.17 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 44.59 feet, having a radius of 50.00 feet, a central angle of 51°05'34", a chord bearing of S 60°22'09" E and a chord length of 43.12 feet;
Thence N 42°09'23" E, 855.54 feet;
Thence N 68°59'10" E, 201.65 feet;
Thence N 20°25'28" E, 257.90 feet;
Thence N 05°05'23" E, 39.67 feet;
Thence N 20°29'54" W, 26.70 feet;
Thence N 42°33'48" W, 27.15 feet;
Thence N 48°08'03" W, 787.35 feet;
Thence N 48°11'29" W, 353.48 feet;
Thence S 85°01'42" W, 334.52 feet;
Thence N 04°38'30" W, 341.06 feet;
Thence N 85°21'30" E, 832.35 feet;
Thence S 70°11'34" E, 482.11 feet;
Thence S 81°44'04" E, 47.65 feet;
Thence S 88°25'14" E, 75.00 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 118.05 feet, having a radius of 657.50 feet, a central angle of 10°17'14", a chord bearing of N 86°26'09" E and a chord length of 117.89 feet;
Thence N 81°17'32" E, 127.91 feet;
Thence S 84°14'04" E, 130.32 feet;
Thence S 80°16'59" E, 141.41 feet;
Thence S 56°23'27" E, 126.88 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 100.24 feet, having a radius of 457.50 feet, a central angle of 12°33'13", a chord bearing of S 62°40'04" E and a chord length of 100.04 feet;
Thence S 68°56'40" E, 386.83 feet;
Thence S 00°29'55" W, 514.34 feet;
Thence S 29°38'46" W, 169.35 feet;
Thence N 26°03'36" W, 454.44 feet;
Thence N 33°59'09" W, 69.61 feet;
Thence N 56°51'57" W, 71.24 feet;
Thence N 68°57'38" W, 688.15 feet;
Thence N 81°02'06" W, 43.04 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 188.22 feet, having a radius of 166.26 feet, a central angle of 64°51'52", a chord bearing of S 66°31'58" W and a chord length of 178.33 feet;
Thence S 54°26'33" E, 795.03 feet;
Thence S 26°03'36" E, 403.04 feet;
Thence S 40°34'22" E, 50.84 feet;
Thence S 59°06'42" E, 47.06 feet;
Thence S 71°10'56" E, 153.00 feet;
Thence S 18°49'04" W, 852.68 feet;
Thence N 66°44'19" W, 92.38 feet;

Thence N 76°12'04" W, 152.07 feet;
Thence N 66°44'19" W, 424.00 feet;
Thence N 62°55'44" W, 23.17 feet;
Thence S 65°36'07" W, 890.07 feet;
Thence S 38°17'57" W, 84.26 feet;
Thence S 11°13'36" W, 42.13 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 310.84 feet, having a radius of 175.00 feet, a central angle of 101°46'15", a chord bearing of S 39°39'32" E and a chord length of 271.56 feet;
Thence S 04°07'57" E, 128.56 feet;
Thence S 23°19'33" W, 192.38 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 392.22 feet, having a radius of 965.00 feet, a central angle of 23°17'15", a chord bearing of N 78°19'04" W and a chord length of 389.53 feet;
Thence N 89°57'42" W, 382.96 feet to the **POINT OF BEGINNING**.

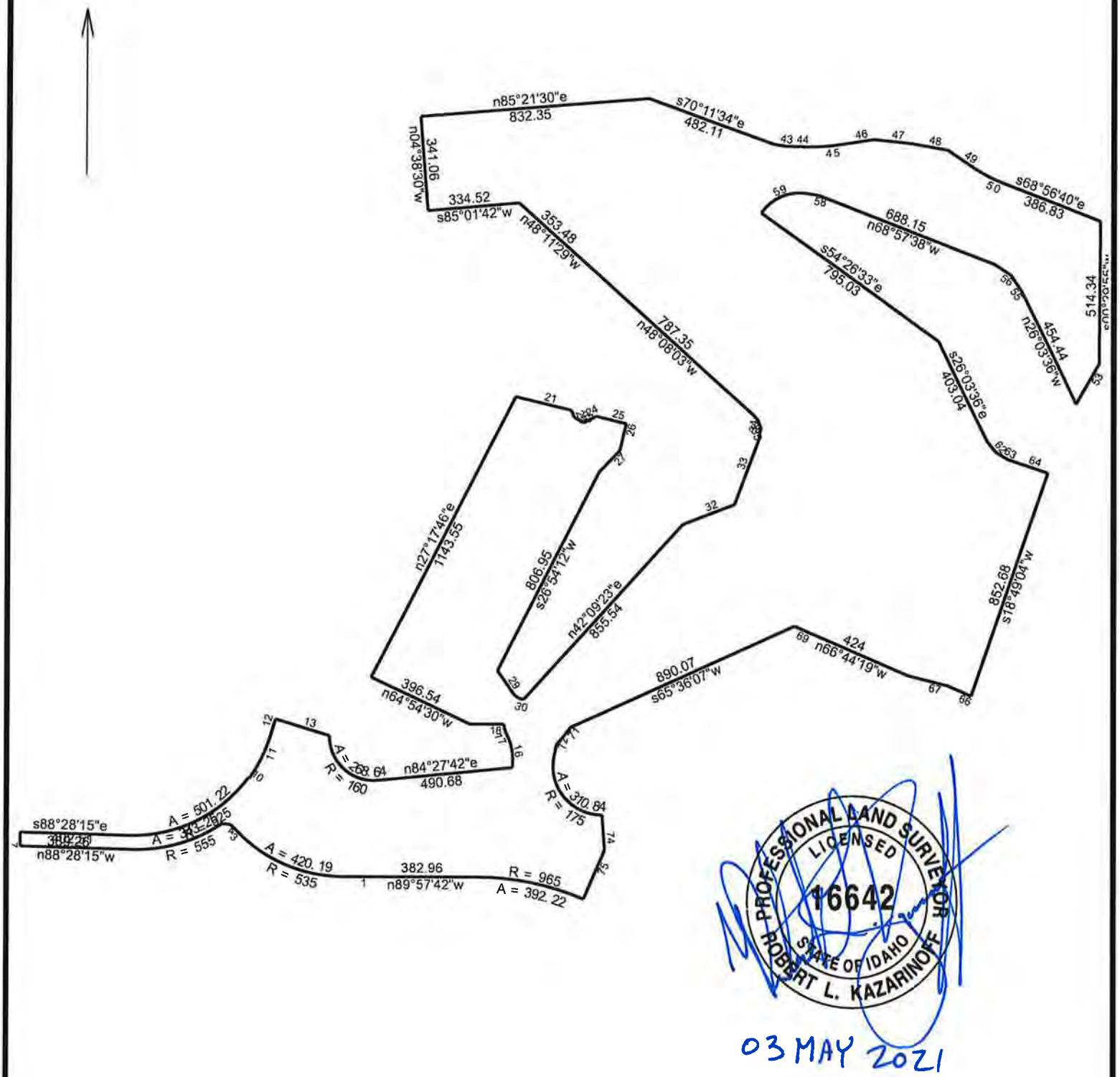
The hereinabove-described parcel of land contains 86.03 acres, more or less.

END OF DESCRIPTION

J-U-B ENGINEERS, Inc.
This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS





PROFESSIONAL LAND SURVEYOR
LICENSED
16642
STATE OF IDAHO
ROBERT L. KAZARINOFF

03 MAY 2021

	5/3/2021
Scale: 1 inch= 500 feet	File: Falcon Crest Golf Village BOUNDARY.ndp

Tract 1: 86.0284 Acres, Closure: s13.5229e 0.04 ft. (1/503127), Perimeter=20318 ft.

Tract Data and Deed Calls: File= Falcon Crest Golf Village BOUNDARY.ndp

Tract 01: 86.0284 Acres, Closure: s13.5229e 0.04 ft. (1/503127), Perimeter=20318 ft.

1: n89.5742w 105.71
2: curve right radius 535 arc 420.19 delta 045.0000 chord dir n67.2742w chord dist 409.47
3: n44.5742w 41.37
4: n84.5701w 30.65
5: curve right radius 555 arc 343.25 delta 035.2609 chord dir s73.4841w chord dist 337.81
6: n88.2815w 402.51
7: n00.5911w 50.05
8: s88.2815e 389.26
9: curve left radius 525 arc 501.22 delta 054.4202 chord dir n64.1045e chord dist 482.4
10: s53.1016e 4.11
11: curve left radius 505 arc 165.9 delta 018.4921 chord dir n26.3443e chord dist 165.15
12: n17.1002e 70.35
13: s73.0609e 202.74
14: curve left radius 160 arc 268.64 delta 096.1157 chord dir s47.2619e chord dist 238.18
15: n84.2742e 490.68
16: curve left radius 200 arc 125.27 delta 035.5315 chord dir n10.0528w chord dist 123.23
17: curve right radius 82 arc 36.96 delta 025.4921 chord dir n15.0725w chord dist 36.64
18: n89.4826w 124.88
19: n64.5430w 396.54
20: n27.1746e 1143.55
21: s76.2208e 205.71
22: s22.2118e 27.82
23: s59.5220e 38.96
24: n63.2240e 51.96
25: s76.2208e 111.98
26: s13.3752w 100.7
27: s44.1433w 106.74
28: s26.5412w 806.95
29: s34.4922e 100.17
30: curve left radius 50 arc 44.59 delta 051.0534 chord dir s60.2209e chord dist 43.12
31: n42.0923e 855.54
32: n68.5910e 201.65
33: n20.2528e 257.9
34: n05.0523e 39.67
35: n20.2954w 26.7
36: n42.3348w 27.15
37: n48.0803w 787.35
38: n48.1129w 353.48
39: s85.0142w 334.52
40: n04.3830w 341.06
41: n85.2130e 832.35
42: s70.1134e 482.11
43: s81.4404e 47.65
44: s88.2514e 75
45: curve left radius 657.5 arc 118.05 delta 010.1714 chord dir n86.2609e chord dist 117.89
46: n81.1732e 127.91
47: s84.1404e 130.32
48: s80.1659e 141.41
49: s56.2327e 126.88
50: curve left radius 457.5 arc 100.24 delta 012.3313 chord dir s62.4004e chord dist 100.04
51: s68.5640e 386.83
52: s00.2955w 514.34
53: s29.3846w 169.35
54: n26.0336w 454.44
55: n33.5909w 69.61
56: n56.5157w 71.24
57: n68.5738w 688.15
58: n81.0206w 43.04
59: curve left radius 166.26 arc 188.22 delta 064.5152 chord dir s66.3158w chord dist 178.33



Tract Data and Deed Calls: File= Falcon Crest Golf Village BOUNDARY.ndp

60: s54.2633e 795.03
61: s26.0336e 403.04
62: s40.3422e 50.84
63: s59.0642e 47.06
64: s71.1056e 153
65: s18.4904w 852.68
66: n66.4419w 92.38
67: n76.1204w 152.07
68: n66.4419w 424
69: n62.5544w 23.17
70: s65.3607w 890.07
71: s38.1757w 84.26
72: s11.1336w 42.13
73: curve left radius 175 arc 310.84 delta 101.4615 chord dir s39.3932e chord dist 271.56
74: s04.0757e 128.56
75: s23.1933w 192.38
76: curve left radius 965 arc 392.22 delta 023.1715 chord dir n78.1904w chord dist 389.53
77: n89.5742w 382.96



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

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=9 BONNIE OBERBILLIG
PIONEER TITLE COMPANY OF ADA COUNTY

2021-017162
02/01/2021 02:37 PM
$15.00

After Recording Return to:
M3 ID Valor Golf Villas, LLC
7033 E. Greenway Parkway, Suite 100
Scottsdale, AZ 85254

FOR RECORDING INFORMATION

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED

Fairmont Tempe, LLC, an Arizona limited liability company, the Grantor, does hereby grant, bargain, sell and convey unto

M3 ID Valor Golf Villas, LLC, an Arizona limited liability company

whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, the Grantee, the following described premises, in Kuna, Ada County, Idaho, more specifically described on Exhibit A attached hereto and made a part hereof.

SUBJECT TO taxes and assessments (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable; to any and all existing reservations, restrictions, dedications, easements, rights-of-way, agreements and encumbrances of record; to all zoning laws and ordinances; to the matters set forth on Exhibit B attached hereto and incorporated herein by reference; and to any state of facts an accurate survey or inspection of the premises would show.

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

Said Grantor does hereby covenant to and with said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances created or suffered by the Grantor, EXCEPT those of record and those to which this conveyance is expressly made subject as herein set forth, and those made, suffered or done by the Grantee; and that Grantor shall warrant and defend the same from all lawful claims of or through Grantor, but none other.

Dated this 29 day of January, 2021.

GRANTOR:

Fairmont Tempe, LLC,
an Arizona limited liability company

By: 4222, LLC, an Arizona limited liability company
Its: Manager

By: _____
W. Scott Schirmer, Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 29 day of January, 2021, before me, Joanne B Dambeck, a Notary Public in and for said state, personally appeared W. Scott Schirmer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Joanne B Dambeck
Notary Public in and for said State

My Commission Expires:

7-19-24

JOANNE B. DAMBECK
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 585719
Expires July 19, 2024

Exhibit A
Legal Description

PARCEL I:
Those portions the North Half of Section 22 and the Southeast Quarter of Section 15, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:
Commencing at the southeast corner of said Section 22, from which the south quarter corner of said Section 22 bears N89°58'04"W, 2,660.61 feet; Thence along the east line of said Section 22, N00°02'10"E, 2,661.90 feet to the east quarter corner of said Section 22 and the POINT OF BEGINNING;

Thence N89°35'20"W, 590.91 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 731.03 feet, having a radius of 1,000.00 feet, a central angle of 41°53'05", a chord bearing of N68°38'47"W and a chord length of 714.86 feet;
Thence N47°42'15"W, 809.43 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 846.35 feet, having a radius of 1,000.00 feet, a central angle of 48°29'33", a chord bearing of N71°57'01"W and a chord length of 821.32 feet;
Thence S81°52'54"W, 146.10 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 272.18 feet, having a radius of 375.00 feet, a central angle of 41°35'12", a chord bearing of N77°19'29"W and a chord length of 266.25 feet;
Thence N35°46'21"E, 35.03 feet to the beginning of a non-tangent curve;
Thence along said curve to the left an arc length of 245.37 feet, having a radius of 340.00 feet,
A central angle of 41°20'58", a chord bearing of S77°26'37"E and a chord length of 240.08 feet;
Thence N 81°52'54"E, 146.68 feet to the beginning of a non-tangent curve;
Thence along said curve to the right an arc length of 316.28 feet; having a radius of 1,035.00 feet; a central angle of 17°30'30", a chord bearing of S87°28'30"E and a chord length of 315.05 feet;
Thence N80°19'03"E, 143.03 feet
Thence N00°53'49"W, 218.65 feet;
Thence N69°31'57"W, 96.65 feet;
Thence N89°37'41"W, 84.01 feet;
Thence N76°31'10"W, 134.74 feet to the beginning of a non-tangent curve;
Thence along said curve to the left an arc length of 108.49 feet, having a radius of 175.00 feet, a central angle of 35°31'23", a chord bearing of N51°53'21"W and a chord length of 106.76 feet;
Thence N61°10'06"W, 71.69 feet;
Thence N26°55'12"E, 350.47 feet;
Thence N23°42'24"E, 560.61 feet;
Thence N45°01'11"E, 69.30 feet;
Thence N25°34'51"E, 108.91 feet to the beginning of a non-tangent curve;
Thence, along said curve to the left an arc length of 115.95 feet, having a radius of 175.00 feet, a central angle of 37°57'48", a chord bearing of N36°51'15"W and a chord length of 113.84 feet;
Thence N26°34'53"E, 88.62 feet;
Thence S86°04'53"E, 108.49 feet;
Thence S38°37'24"E, 209.51 feet;
Thence S79°09'03"E, 65.07 feet;
Thence N52°13'26E, 92.95 feet;
Thence S67°26'10"E, 227.00 feet;
Thence S51°23'37"W, 457.52 feet;
Thence S20°18'38"W, 232.07 feet;
Thence S11°58'25"W, 185.53 feet;
Thence S02°44'15"W, 256.61 feet;
Thence S18°49'26"W, 84.11 feet;
Thence S67°28'15"E, 150.69 feet;
Thence N22°38'11"E, 82.36 feet;
Thence N30°53'28"E, 226.42 feet;
Thence N25°59'12"E, 339.64 feet;

Thence N42°12'39"E, 206.16 feet;
Thence N 52°20'44"E, 278.23 feet;
Thence N44°25'02"E, 100.96 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 104.55 feet having a radius of 75.00 feet, a central angle of 79°52'24", a chord bearing of N04°28'50"E and a chord length of 96.29 feet;
Thence N14°37'42"W, 123.79 feet;
Thence N50°09'19"W, 1,085.49 feet;
Thence N66°25'23"W, 139.37 feet;
Thence N89°22'57"W, 120.08 feet;
Thence S54°48'03"W, 210.18 feet;
Thence N32°15'40"W, 90.16 feet;
Thence N58°37'08"E, 184.47 feet
Thence N32°23'04"W, 49.83 feet;
Thence N38°53'11"E, 94.68 feet;
Thence N73°12'46"E, 580.15 feet;
Thence S86°04'44"E, 266.08 feet;
Thence S79°01'36"E, 261.62 feet;
Thence S54°23'26"E, 191.58 feet;
Thence N89°46'12"E, 149.73 feet;
Thence S59°44'30"E, 104.21 feet;
Thence S86°12'30"E, 155.97 feet;
Thence N87°19'59"E, 142.55 feet;
Thence N78°11'41"E, 188.63 feet;
Thence S82°48'50"E, 130.15 feet;
Thence S58°16'37"E, 358.37 feet to a point 40.00 feet westerly of the east line of the Southeast Quarter of said Section 15;
Thence S00°29'55"W, 573.72 feet parallel with said east line to the south line of said Southeast Quarter;
Thence S00°47'22"W, 117.37 feet parallel with and 40.00 feet westerly from the east line of the North Half of said Section 22;
Thence N89°12'38"W, 66.25 feet;
Thence N23°06'26"W, 389.50 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 122.49 feet, having a radius of 175.00 feet, a central angle of 40°06'11", a chord bearing of N43°09'31"W and a chord length of 120.00 feet;
Thence N63°12'37"W, 232.73 feet;
Thence N50°24'06"W, 376.48 feet;
Thence N81°12'00"W, 281.13 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 199.89 feet, having a radius of 75.00 feet, a central angle of 152°42'18", a chord bearing of S22°26'51"W and a chord length of 145.76 feet;
Thence S49°39'46"E, 797.23 feet;
Thence S36°57'46"E, 227.86 feet;
Thence S15°22'51"E, 230.93 feet;
Thence S73°33'18"E, 75.31 feet;
Thence S09°31'23"E, 226.99 feet;
Thence S18°43'18"W, 559.23 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 50.55 feet, having a radius of 175.00 feet a central angle of 16°32'58", a chord bearing of S10°26'49"W and a chord length of 50.37 feet;
Thence S84°01'47"W, 80.15 feet;
Thence N38°29'58"W, 99.27 feet;
Thence N69°59'06"W, 217.85 feet;
Thence N83°56'09"W, 438.93 feet;
Thence S70°49'23"W, 183.52 feet;
Thence S60°16'39W, 290.62 feet;
Thence S35°17'36"W, 121.14 feet;

Thence S77°08'32"W, 193.58 feet;
Thence S43°41'56"W, 104.58 feet;
Thence S06°41'45"W, 119.66 feet;
Thence S27°45'48"E, 93.39 feet;
Thence S82°52'12"E, 230.04 feet;
Thence N73°47'11"E, 280.36 feet;
Thence N60°44'52"E, 257.72 feet;
Thence N39°08'01"E, 112.48 feet;
Thence S89°45'20"E, 227.76 feet;
Thence S61°57'07"E, 643.62 feet;
Thence S16°43'58"E, 98.88 feet;
Thence S44°29'04"E, 92.76 feet;
Thence S83°28'44"E, 130.37 feet;
Thence S89°12'38"E, 119.77 feet to the east line of the North Half of said Section 22;
Thence S00°47'22"W, 829.56 feet along said east line to the POINT OF BEGINNING.

PARCEL II:
Access Easement as disclosed by Access Easement Agreement recorded February 22, 2019 as Instrument No. 2019-014417, records of Ada County, Idaho

Exhibit B

File No.: 756509 Reference No.:

Schedule B-II

ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.

4. Easements, or claims of easements, not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

   (General Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

Special Exceptions:

8. General taxes for the year 2020, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2021.
   Parcel No.: 04 S1422110300
   Amount: $17,605.74

9. General taxes for the year 2021, which are liens and are not yet due and payable.
   Parcel No.: 04 S1422110300

10. Sewer charges and special assessments, if any, for the City of Kuna.
    Fax: (208) 922-5989

11. Intentionally deleted

12. Intentionally deleted

13. Intentionally deleted

14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: October 22, 1962
    Instrument No.: 540628 in Book 47 Misc. at Page 97
    Affects: S1/2 SE1/4 Section 15, T2N, R1E

15. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: April 29, 1966
    Instrument No.: 638204 in Book 53 Misc. at Page 303
    Affects: SE1/4 SW1/4 Section 1; NE1/4 NW1/4 Section 12; SE1/4 NE1/4 N1/2 SW1/4 and SW1/4 SW1/4 Section 11; T2N, R2E and S1/2 SE1/4 Section 15, T2N, R1E

16. Intentionally deleted

17. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: January 31, 1969
    Instrument No.: 708856
    Affects: SW1/4 Section 14 and E1/2 NE1/4 Section 15 and NE1/4 NE1/4 Section 22 and NW1/4 NW1/4 Section 23, T2N, R1E

18. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: The Board of Ada County Commissioners of Boise, Idaho
    Recorded: February 19, 1970
    Instrument No.: 735583
    Affects: Easterly 25 feet of the E1/2 Section 22, R2N, R1E

19. Unrecorded Easement No. 4012 as disclosed by State of Idaho Easement
In Favor of: Idaho Power Company
Recorded: February 19, 1970
Instrument No.: 735583

20. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Robert A. Wolske
Recorded: July 23, 1970
Instrument No.: 747177
Affects: NW1/4 and the NE1/4 Section 22, T2N, R1E

Assignment
Recorded: July 14, 1981
Instrument No.: 8130956

Amendment
Recorded: April 20, 1999
Instrument No.: 99038484

21. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: January 31, 1975
Instrument No.: 913650
Affects: S1/2 S1/2 Section 15 and E1/2 NE1/4 Section 22, T2N, R1E

22. Intentionally deleted

23. Intentionally deleted

24. Reservations contained in an instrument
Document: Deed
Dated: March 22, 1997
Executed by: Hans Borbonus, an unmarried man
Recorded: April 2, 1997
Instrument No.: 97025425
As Follows: Except all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied.
Affects: W1/2 SW1/4, SE1/4 SW1/4 Section 15; N1/2 Section 22, T2N, R1E

25. Intentionally deleted

26. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: February 26, 1999
Instrument No.: 99019323
Affects: The East 25 feet of SE1/4 NE1/4 Section 22, T2N, R1E

27. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
    Recorded: October 25, 2005
    Instrument No.: 105160264
    Afects: NE1/4 Section 22, T2N, R1E

28. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
    Recorded: October 25, 2005
    Instrument No.: 105160264
    Afects: NE1/4 Section 22, T2N, R1E

29. Intentionally deleted

30. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Fairmont Tempe, L.L.C., an Arizona limited liability company
    Recorded: February 22, 2019
    Instrument No.: 2019-0014417

31. Ordinance No. 2019-36 by City of Kuna upon the terms and provisions set forth therein.
    Dated: September 23, 2019
    Recorded: September 17, 2019
    Instrument No.: 2019-090804

32. Terms, conditions, and provisions of Development Agreement
    Between: City of Kuna, M3 Builders, LLC, an Arizona limited liability company and Falcon Crest, LLC, an Idaho limited liability company
    Recorded: November 7, 2019
    Instrument No.: 2019-111089

33. Subject to those additional items which may be required by Old Republic National Title Insurance Company, following a review of this report.

34. Matters as disclosed by ALTA/NSPS Land Title Survey
    By: JUB Engineers, Inc
    Dated: 7/12/2017
    JUB Project No.: 10-17-028
    As follows:
    - Overhead Power Line
    - Pond

End of Exceptions

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

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=5 LISA BATT
FIRST AMERICAN TITLE INSURANCE COMPANY

2019-014374
02/22/2019 01:44 PM
$15.00

After Recording
Return to:

The M3 Companies
4222 E. Camelback Road #H100
Phoenix, AZ 85018

FOR RECORDING INFORMATION

#3194333 /mc

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, **Falcon Crest, LLC**, an Idaho limited liability company, also shown as Falcon Crest, L.L.C., an Idaho limited liability company, the GRANTOR, does hereby grant, bargain, sell and convey unto **Falcon Crest Holdings, LLC**, an Arizona limited liability company, the GRANTEE, whose address is 4222 E. Camelback Road, Suite H100, Phoenix, Arizona 85018, the real property located in Ada County, State of Idaho, as more particularly described on Exhibit A and incorporated herein by reference, together with all rights, titles, and interests appurtenant thereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Exceptions**").

Reserving unto Grantor and its successors and assigns a right of ingress and egress access and utility service across all of the Property. At such time as a public right-of-way for ingress and egress access and utility service consistent with the development as contemplated in the Development Agreement with the City of Kuna applicable to the Property is dedicated on the Property and available for use, such right of access and utility service shall terminate as to the area encompassed by such public right-of-way. Rights of access and utility service outside of such public right-of-way shall terminate upon recording of a permanent first priority easement providing for the same. In the event Grantee has not completed construction of a road and easement on the Property sufficient to provide contemplated access and utilities to Grantor's property and dedicated it to public use on or before December 31, 2021, Grantor shall have the right, in its discretion, to construct and dedicate to public use the contemplated road and utilities.

TO HAVE AND TO HOLD said Property, with its appurtenances unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, subject to the Permitted Exceptions.

Dated this 20 ~~day~~ of February, 2019.

GRANTOR:

FALCON CREST, LLC,
an Idaho limited liability company

By: T Cook
Name: Terry Cook
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of February 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Cook, known or identified to me to be the MANAGER of Falcon Crest, LLC, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Notary Public for Idaho
Residing at: Boise, Idaho
My commission expires: 5/8/22

PATTY I CHUPP
COMMISSION #4953
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/08/2022

EXHIBIT A
LEGAL DESCRIPTION

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

FALCON CREST SUBDIVISION
4.8-ACRE RIGHT-OF-WAY PARCEL
LEGAL DESCRIPTION

That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears S 89°57'42" E, 2660.56 feet; Thence, along the south line of said Section 22, S 89°57'42" E, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, N 00° 42' 47" E, 2651.04 feet to the south line of the Northwest Quarter of said Section 22; Thence, continuing along said easterly right-of-way line, N 00° 42' 27" E, 757.32 feet to the POINT OF BEGINNING;

Thence, continuing along said easterly right-of-way line, N 00° 42' 27" E, 384.37 feet;
Thence, departing from said easterly right-of-way line and along the following twenty-six (26) courses:
Thence, S 55° 00' 22" E, 79.02 feet;
Thence, S 00° 42' 27" W, 110.67 feet;
Thence, S 70° 31' 04" E, 122.39 feet;
Thence, N 89° 39' 10" E, 499.02 feet;
Thence, N 85° 11' 37" E, 439.58 feet;
Thence, S 87° 07' 43" E, 153.39 feet;
Thence, S 61° 33' 48" E, 66.95 feet;
Thence, S 88° 28' 15" E, 389.26 feet to the beginning of a curve;
Thence, along said curve to the left an arc length of 526.86 feet, having a radius of 525.00 feet, a central angle of 57° 29' 57", a chord bearing of N 62° 46' 47" E and a chord length of 505.03 feet;
Thence, S 55° 58' 12" E, 50.00 feet;
Thence, S 34° 53' 58" W, 17.48 feet;
Thence, S 36° 38' 43" W, 17.52 feet to the beginning of a non-tangent curve;
Thence, along said curve to the right an arc length of 542.04 feet, having a radius of 575.00 feet, a central angle of 54° 00' 41", a chord bearing of S 64° 31' 25" W and a chord length of 522.19 feet;
Thence, N 88° 28' 15" W, 387.06 feet;
Thence, S 59° 25' 35" W, 106.49 feet to the beginning of a curve;

a 250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 p 208-376-7330 w www.jub.com

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

Thence, along said curve to the right an arc length of 117.72 feet, having a radius of 95.00 feet, a central angle of 71° 00' 04", a chord bearing of N 85° 04' 23" W and a chord length of 110.34 feet to the beginning of a non-tangent curve;
Thence, along said curve to the left an arc length of 123.41 feet, having a radius of 150.00 feet, a central angle of 47° 08' 18", a chord bearing of N 73° 08' 30" W and a chord length of 119.96 feet;
Thence, S 83° 17' 21" W, 157.87 feet;
Thence, S 82° 09' 46" W, 59.00 feet to the beginning of a non-tangent curve;
Thence, along said curve to the right an arc length of 170.91 feet, having a radius of 866.37 feet, a central angle of 11° 18' 10", a chord bearing of S 86° 28' 15" W and a chord length of 170.63 feet;
Thence, N 87° 52' 40" W, 226.76 feet to the beginning of a non-tangent curve;
Thence, along said curve to the left an arc length of 77.37 feet, having a radius of 3163.99 feet, a central angle of 01° 24' 04", a chord bearing of N 89° 06' 59" W and a chord length of 77.37 feet;
Thence, S 89° 35' 11" W, 65.91 feet;
Thence, S 01° 00' 37" E, 70.50 feet;
Thence, N 84° 15' 41" W, 198.62 feet;
Thence, S 52° 53' 25" W, 81.84 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 4.80 acres, more or less.

Robert L. Kazarinoff, PLS



02/19/2019

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EXHIBIT B
PERMITTED EXCEPTIONS

1. Easement, including terms and provisions contained therein:
Recording Information: 747177
In Favor of: Robert A. Wolske
For: 20 feet water transportation ditch

Assignment of Contract and Easement, recorded July 14, 1981, as Instrument No. 8130956, Records of Ada County, Idaho.

Assignment of Contract and Easement, recorded April 20, 1999, as Instrument No. 99038484, Records of Ada County, Idaho.

2. Easement, including terms and provisions contained therein:
Recording Information: 107043265
In Favor of: Idaho Power Company
For: public utilities

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

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

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=21 CHE FOWLER
PIONEER TITLE COMPANY OF ADA COUNTY

2021-042022
03/16/2021 12:40 PM
$15.00

After Recording
Return to:

The M3 Companies
7033 E. Greenway Parkway, Suite 100
Scottsdale, AZ 85254

FOR RECORDING INFORMATION

SPECIAL WARRANTY DEED
(FCGH Property)

FOR VALUE RECEIVED, **FALCON CREST, LLC**, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto **FALCON CREST CLUB PARTNERS, LLC**, a Delaware limited liability company, the GRANTEE, whose address is Three Lincoln Centre, Suite 1400, 5430 LBJ Freeway, Dallas, Texas 75240, the real property located in Ada County, State of Idaho, as more particularly described on Exhibit A and incorporated herein by reference, together with all rights, titles, and interests appurtenant thereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD said Property, with its appurtenances unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, subject to the Permitted Exceptions.

Dated this 16 day of March, 2021.

GRANTOR:

FALCON CREST, LLC,
an Idaho limited liability company

By: _____
Terry Cook, Manager

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on this 15 day of March, 2021, by Terry Cook, as Manager of Falcon Crest, LLC.

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

JOSH HUFF
COMMISSION #20201663
NOTARY PUBLIC
STATE OF IDAHO

RESIDING IN BOISE, IDAHO
COMMISSION EXPIRES 05/21/2026

EXHIBIT A
LEGAL DESCRIPTION

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

FALCON CREST DEVELOPMENT
GOLF A PARCEL
LEGAL DESCRIPTION

That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00° 42' 47" East, 2650.93 feet; Thence, along the south line of said Section 22, South 89° 57' 42" East, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the northwest quarter of said Section 22; Thence continuing along the easterly right-of-way line of South Cloverdale Road North 00° 42' 27" East, 451.45 feet to the **POINT OF BEGINNING**;

Thence continuing along said easterly right-of-way line, N 00°42'27" E, 305.87 feet to the southerly line of that certain 4.8-Acre Parcel as described in that Special Warranty Deed recorded under Instrument No. 2019-014374, Ada County Records;

Thence along said southerly line the following eleven (11) courses:

1) N 52°53'25" E, 81.84 feet;
2) S 84°15'41" E, 198.62 feet;
3) N 01°00'37" W, 70.50 feet;
4) N 89°35'11" E, 65.91 feet to the beginning of a non-tangent curve;
5) Along said non-tangent curve to the right an arc length of 77.37 feet, having a radius of 3,163.99 feet, a central angle of 01°24'04", a chord bearing of S 89°06'59" E and a chord length of 77.37 feet;
6) S 87°52'40" E, 226.76 feet to the beginning of a curve;
7) Along said curve to the left an arc length of 170.91 feet, having a radius of 866.37 feet, a central angle of 11°18'10", a chord bearing of N 86°28'15" E and a chord length of 170.63 feet;
8) N 82°09'46" E, 59.00 feet;
9) N 83°17'21" E, 157.87 feet to the beginning of a curve;
10) Along said curve to the right an arc length of 123.41 feet, having a radius of 150.00 feet, a central angle of 47°08'18", a chord bearing of S 73°08'30" E and a chord length of 119.96 feet to the beginning of a reverse curve;
11) Along said reverse curve to the left an arc length of 56.64 feet, having a radius of 95.00 feet, a central angle of 34°09'36", a chord bearing of S 66°39'09" E and a chord length of 55.80 feet to the beginning of a non-tangent curve;

Thence departing from said southerly line and along said non-tangent curve to the right an arc length of 36.14 feet, having a radius of 182.50 feet, a central angle of 11°20'47", a chord bearing of S 34°50'22" E and a chord length of 36.08 feet to the beginning of a reverse curve;

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J-U-B ENGINEERS, INC.

Thence along said reverse curve to the left an arc length of 33.36 feet, having a radius of 152.50 feet, a central angle of 12°31'58", a chord bearing of S 35°25'58" E and a chord length of 33.29 feet;
Thence S 48°49'12" W, 18.00 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 30.12 feet, having a radius of 170.50 feet, a central angle of 10°07'23", a chord bearing of S 46°42'21" E and a chord length of 30.08 feet to the beginning of a compound curve;
Thence along said compound curve to the left an arc length of 14.58 feet, having a radius of 27.00 feet, a central angle of 30°56'14", a chord bearing of S 67°14'10" E and a chord length of 14.40 feet to the beginning of a reverse curve;
Thence along said reverse curve to the right an arc length of 6.49 feet, having a radius of 13.00 feet, a central angle of 28°35'59", a chord bearing of S 68°24'17" E and a chord length of 6.42 feet;
Thence S 54°06'17" E, 50.03 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 58.06 feet, having a radius of 385.00 feet, a central angle of 08°38'27", a chord bearing of S 49°47'04" E and a chord length of 58.01 feet;
Thence S 45°27'50" E, 76.26 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 87.07 feet, having a radius of 190.00 feet, a central angle of 26°15'19", a chord bearing of S 58°35'30" E and a chord length of 86.31 feet;
Thence S 71°43'09" E, 115.00 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 340.74 feet, having a radius of 250.00 feet, a central angle of 78°05'34", a chord bearing of S 32°40'22" E and a chord length of 314.97 feet;
Thence S 06°22'25" W, 49.71 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 49.75 feet, having a radius of 85.00 feet, a central angle of 33°32'07", a chord bearing of S 23°08'28" W and a chord length of 49.04 feet;
Thence N 50°05'28" W, 11.87 feet;
Thence S 90°00'00" W, 83.01 feet;
Thence S 79°22'49" W, 59.02 feet;
Thence S 63°26'06" W, 48.80 feet;
Thence S 28°40'50" W, 11.20 feet;
Thence N 61°19'10" W, 506.16 feet;
Thence N 66°31'43" W, 456.58 feet;
Thence N 76°41'20" W, 101.65 feet;
Thence N 81°41'42" W, 86.24 feet;
Thence N 89°21'39" W, 319.53 feet;
Thence S 19°46'57" W, 158.63 feet;
Thence N 89°17'33" W, 102.22 feet to the **POINT OF BEGINNING**.



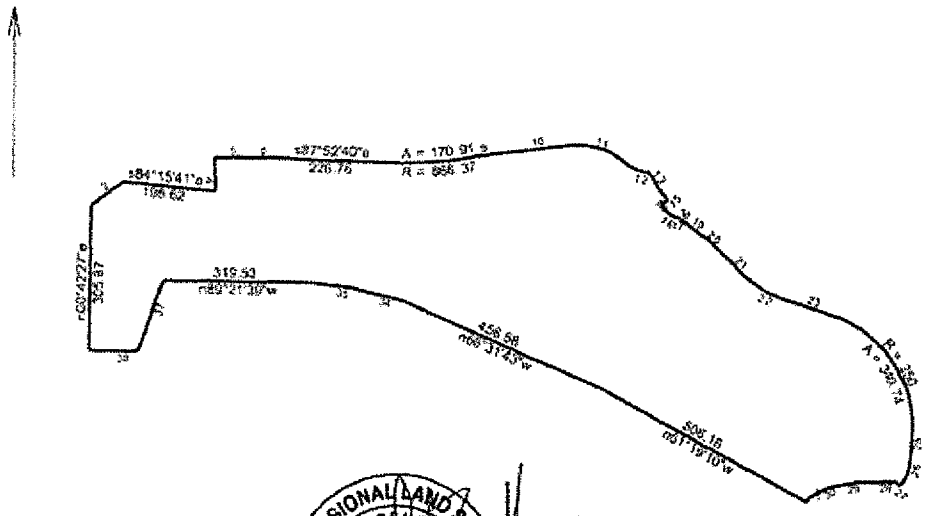
The above-described parcel of land contains 13.98 acres, more or less.

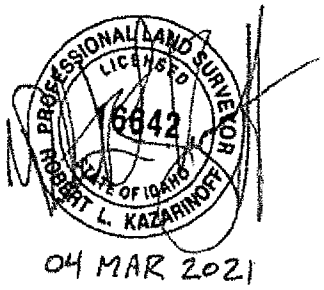
Robert L. Kazarinoff, PLS

04 MAR 2021

Falcon Crest Development / GOLF A Parcel
Legal Description

a 250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 p 208-376-7330 w www.jub.com





04 MAR 2021

	3/4/2021
Scale: 1 inch= 300 feet	File: GOLF A BOUNDARY.ndp

Tract 1: 13.9809 Acres, Closure: n42.0149w 0.01 ft. (1/721760), Perimeter=4505 ft.

01 n00.4227e 305.87
02 n52.5325e 81.84
03 s84.1541e 198.52
04 n01.0037w 70.5
05 n89.3511e 55.91
06 Rt, r=3163.99, delta=001.2404, arc=77.37, chord=s89.0659e 77.37
07 s87.5240e 226.76
08 Lt, r=868.37, delta=011.1810, arc=170.91, chord=n86.2815e 170.63
09 n82.0945e 59
10 n83.1721e 157.87
11 Rt, r=150.00, delta=047.0818, arc=123.41, chord=s73.0830e 119.96
12 Lt, r=95.00, delta=034.0936, arc=56.64, chord=s66.3909e 55.80
13 Rt, r=182.50, delta=011.2047, arc=36.14, chord=s34.5027e 36.08
14 Lt, r=152.50, delta=012.3158, arc=33.36, chord=s35.2558e 33.29
15 s48.4912w 18
16 Lt, r=170.50, delta=010.0723, arc=30.12, chord=s48.4221e 30.08
17 Lt, r=27.00, delta=030.5614, arc=14.58, chord=s67.1410e 14.40
18 Rt, r=13.00, delta=028.3559, arc=6.49, chord=s68.2417e 6.42
19 s54.0517e 50.03
20 Rt, r=385.00, delta=008.3827, arc=58.06, chord=s49.4704e 58.01
21 s45.2750e 76.26
22 Lt, r=190.00, delta=026.1519, arc=87.07, chord=s58.3530e 86.31
23 s71.4309e 115
24 Rt, r=250.00, delta=078.0534, arc=340.74, chord=s32.4022e 314.97
25 s06.2225w 49.71
26 Rt, r=85.00, delta=033.3207, arc=49.75, chord=s23.0828w 49.04
27 n50.0528w 11.87
28 s90.0000w 63.01
29 s79.2249w 59.02
30 s83.2606w 48.8
31 s28.4050w 11.2
32 n61.1910w 506.16
33 n66.3143w 456.58
34 n76.4120w 101.65
35 n81.4142w 86.24
36 n89.2139w 319.53
37 s19.4657w 158.63
38 n89.1733w 102.22

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANDON GROUP | GATEWAY MAPPING INC.

FALCON CREST DEVELOPMENT
GOLF B PARCEL
LEGAL DESCRIPTION

That portion of the West Half of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00° 42' 47" East, 2650.93 feet; Thence, along the south line of said Section 22, South 89° 57' 42" East, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the northwest quarter of said Section 22; Thence continuing along the easterly right-of-way line of South Cloverdale Road North 00° 42' 27" East, 451.44 feet;
Thence, leaving said easterly right-of-way line, South 89° 17' 33" East, 102.22 feet;
Thence, North 19° 46' 57" East, 158.63 feet;
Thence, South 89° 21' 39" East, 319.53 feet;
Thence, South 81° 41' 42" East, 86.24 feet;
Thence, South 76° 41' 20" East, 101.65 feet;
Thence, South 66° 31' 43" East, 456.58 feet;
Thence, South 61° 19' 10" East, 506.16 feet;
Thence, North 28° 40' 50" East, 11.20 feet;
Thence, North 63° 26' 06" East, 48.80 feet;
Thence, North 79° 22' 49" East, 59.02 feet;
Thence, North 90° 00' 00" East, 83.01 feet;
Thence, South 50° 05' 28" East, 91.36 feet;
Thence, South 03°11'47" East, 12.46 feet to the **POINT OF BEGINNING**;

Thence N 39°54'32" E, 60.47 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 164.84 feet, having a radius of 290.00 feet, a central angle of 32°34'06", a chord bearing of N 23°37'29" E and a chord length of 162.63 feet;
Thence S 80°41'16" E, 155.75 feet;
Thence S 00°00'00" E, 36.94 feet;
Thence N 80°28'40" E, 120.31 feet;
Thence N 00°00'00" E, 54.78 feet;
Thence N 69°21'29" E, 129.83 feet;
Thence N 20°38'31" W, 55.00 feet;
Thence N 69°21'29" E, 120.01 feet;
Thence N 26°06'46" W, 44.09 feet to the beginning of a curve;

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Thence along said curve to the right an arc length of 118.56 feet, having a radius of 175.00 feet, a central angle of 38°49'01", a chord bearing of N 06°42'16" W and a chord length of 116.31 feet;
Thence N 12°42'15" E, 203.25 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 117.16 feet, having a radius of 530.00 feet, a central angle of 12°39'57", a chord bearing of S 83°37'44" E and a chord length of 116.92 feet;
Thence S 89°57'42" E, 183.47 feet;
Thence S 00°02'18" W, 200.93 feet;
Thence S 07°27'55" E, 438.00 feet;
Thence S 19°41'17" E, 151.49 feet;
Thence S 74°10'20" E, 109.79 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 323.85 feet, having a radius of 175.00 feet, a central angle of 106°01'49", a chord bearing of S 20°33'22" E and a chord length of 279.58 feet;
Thence S 32°27'32" W, 94.39 feet;
Thence S 09°19'21" W, 11.32 feet;
Thence continuing S 09°19'21" W, 472.00 feet;
Thence S 10°13'46" W, 49.77 feet;
Thence S 14°54'58" W, 216.87 feet;
Thence continuing S 14°54'58" W, 622.97 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 56.96 feet, having a radius of 75.40 feet, a central angle of 43°16'47", a chord bearing of S 33°09'09" W and a chord length of 55.61 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 42.99 feet, having a radius of 75.00 feet, a central angle of 32°50'28", a chord bearing of S 71°13'11" W and a chord length of 42.40 feet;
Thence S 34°37'54" W, 23.48 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 57.51 feet, having a radius of 80.00 feet, a central angle of 41°11'29", a chord bearing of N 62°22'13" W and a chord length of 56.28 feet;
Thence continuing along said curve to the left an arc length of 80.56 feet, having a central angle of 57°41'49", a chord bearing of S 68°11'08" W and a chord length of 77.20 feet to the beginning of a reverse curve;
Thence along said reverse curve to the right an arc length of 61.94 feet, having a radius of 70.00 feet, a central angle of 50°42'04", a chord bearing of S 64°41'16" W and a chord length of 59.94 feet;
Thence N 89°57'42" W, 12.95 feet;
Thence N 00°07'38" W, 129.50 feet;
Thence N 04°14'23" W, 78.64 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 318.74 feet, having a radius of 365.33 feet, a central angle of 49°59'19", a chord bearing of N 26°47'23" E and a chord length of 308.73 feet;
Thence N 01°21'53" E, 244.49 feet;
Thence N 01°21'44" E, 252.33 feet;

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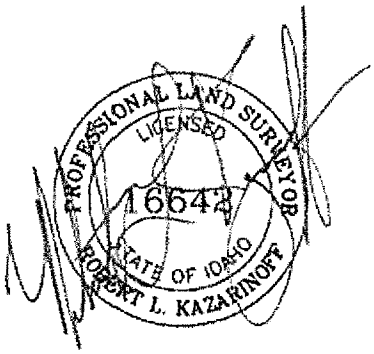
J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

J-U-B ENGINEERS, INC.

Thence N 09°19'21" E, 771.23 feet;
Thence N 80°40'39" W, 100.00 feet;
Thence N 70°11'22" W, 34.05 feet;
Thence N 05°39'24" W, 100.00 feet;
Thence S 84°20'31" W, 312.22 feet;
Thence S 79°33'41" W, 136.56 feet;
Thence S 10°26'19" E, 570.10 feet;
Thence continuing S 10°26'19" E, 112.00 feet;
Thence S 04°52'24" E, 45.09 feet;
Thence S 02°54'53" E, 472.00 feet;
Thence S 00°46'58" E, 54.92 feet;
Thence S 03°28'27" W, 56.40 feet;
Thence S 07°00'37" W, 53.10 feet;
Thence S 40°59'05" W, 55.82 feet;
Thence S 79°17'04" W, 51.61 feet;
Thence N 89°57'42" W, 242.78 feet;
Thence N 03°11'47" W, 1498.63 feet to the **POINT OF BEGINNING.**

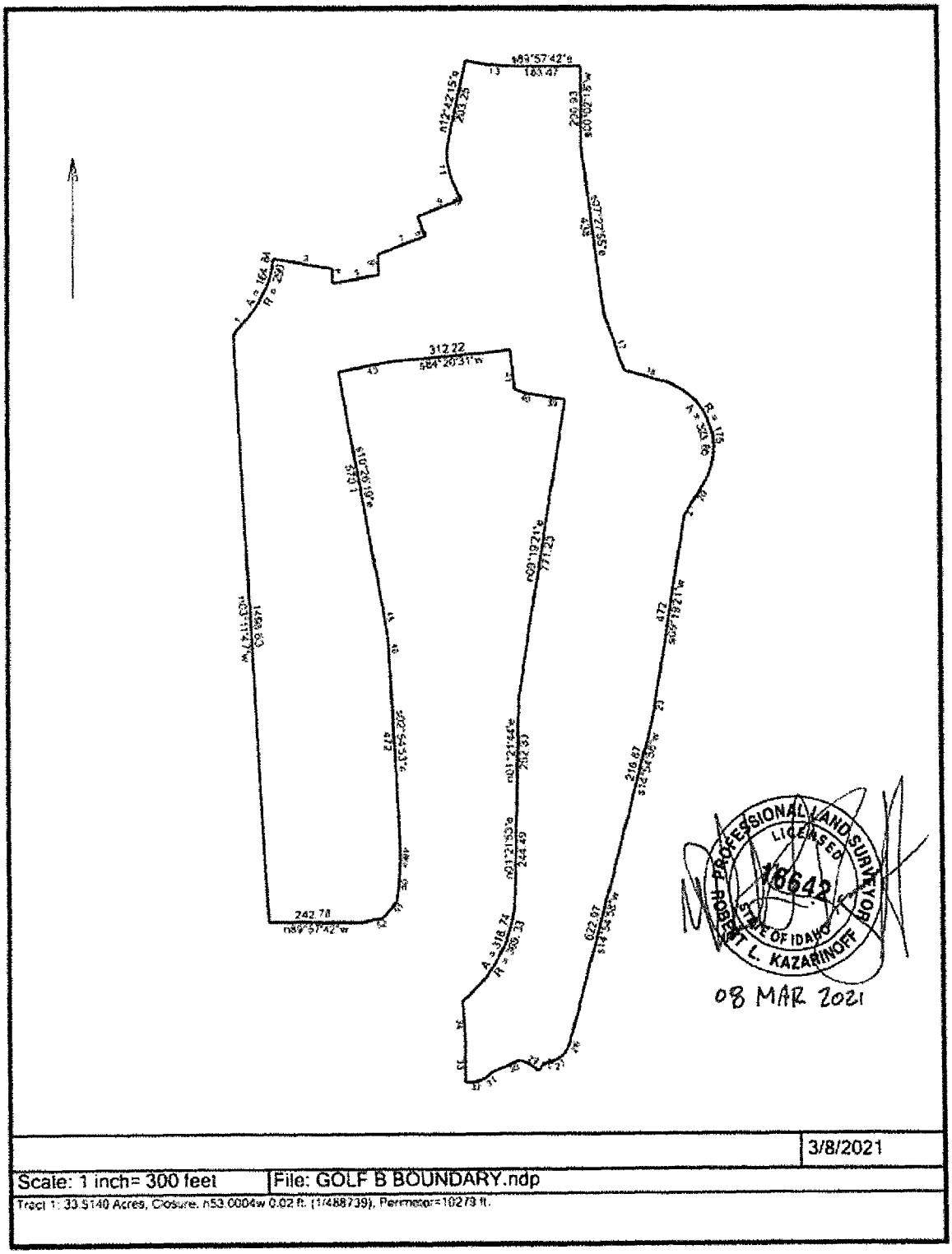
The above-described parcel of land contains 33.51 acres, more or less.

Robert L. Kazarinoff, PLS



08 MAR 2021

a 250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 p 208-376-7330 w www.jub.com



	3/8/2021
Scale: 1 inch= 300 feet	File: GOLF B BOUNDARY.ndp

Tract 1: 33.5140 Acres, Closure: n53.0004w 0.02 ft. (1/488739), Perimeter=10279 ft.

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

FALCON CREST PROPERTY
GOLF COURSE AREA
LEGAL DESCRIPTION

Those portions of Section 15 and the North Half of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00°42'47" East, 2650.93 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the Northwest Quarter of said Section 22; Thence continuing along said easterly right-of-way line, North 00° 42' 27" East, 1141.69 feet to the **POINT OF BEGINNING**;

Thence along said easterly right-of-way line North 00° 42' 27" East, 1510.79 feet to the south line of said Section 15;
Thence continuing along said easterly right-of-way line, North 00° 01' 55" West, 1188.45 feet to the south line of the lands of the Idaho Power Company as described in that Warranty Deed recorded under Instrument No. 522630, Ada County Records;
Thence along the south line of said lands, North 89° 58' 05" East, 377.00 feet;
Thence along the east line of said lands, North 00° 01' 55" West, 450.00 feet;
Thence along the north line of said lands, South 89° 58' 05" West, 377.00 feet to said easterly right-of-way line;
Thence departing from said north line and along said easterly right-of-way line, North 00° 01' 55" West, 168.61 feet;
Thence along the northerly line of Parcel 1 as described in said Warranty Deed to ACHD, South 77° 30' 17" West, 49.16 feet to the west line of said Section 15;
Thence along said west line, North 00° 01' 55" West, 53.25 feet to the centerline of the New York Canal;

Thence departing from said west line and along said centerline the following three (3) courses:
North 77° 31' 13" East, 489.16 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 369.58 feet, having a radius of 1198.00 feet, a central angle of 17° 40' 31", a chord bearing of North 68° 40' 57" East and a chord length of 368.11 feet;
Thence North 59° 50' 41" East, 584.99 feet to the west line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence departing from said centerline and along said west line, South 00° 02' 48" West, 73.35 feet;
Thence departing from said west line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049803, Ada County Records, the following four (4) courses:

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North 60° 34' 50" East, 174.04 feet;
Thence North 54° 35' 20" East, 154.96 feet;
Thence North 59° 04' 10" East, 141.05 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 188.25 feet, having a radius of 930.00 feet, a central angle of 11° 35' 52", a chord bearing of North 64° 52' 05" East and a chord length of 187.93 feet to the north line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence departing from said north line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049801, Ada County Records, the following four (4) courses:
Along a curve to the right an arc length of 222.86 feet, having a radius of 930.00 feet, a central angle of 13° 43' 49", a chord bearing of North 77° 31' 55" East and a chord length of 222.33 feet;
Thence North 84° 23' 50" East, 201.72 feet;
Thence North 82° 24' 56" East, 132.20 feet;
Thence North 80° 20' 01" East, 212.66 feet to the east line of the Northwest Quarter of said Section 15;

Thence along said east line, South 00° 07' 26" West, 120.88 feet to the center quarter corner of said Section 15;
Thence along the north line of the South Half of said Section 15, South 89° 59' 39" East, 332.99 feet to the northeast corner of the West Half of the West Half of the Northwest Quarter of the Southeast Quarter of said Section 15;
Thence along the east line of said W1/2 W1/2 NW1/4 SE1/4, South 00° 10' 22" West, 1319.10 feet to the southeast corner of said W1/2 W1/2 NW1/4 SE1/4;
Thence along the north line of the South Half of the Southeast Quarter of said Section 15, South 89° 59' 18" East, 2323.44 feet to the northeast corner of said S1/2 SE1/4;
Thence along the east line of said S1/2 SE1/4, South 00° 29' 55" West, 1319.35 feet to the northeast corner of said Section 22;
Thence along the east line of said Section 22, South 00° 47' 22" West, 1813.51 feet;
Thence departing from said east line, N 89°12'38" W, 119.77 feet;
Thence N 83°28'44" W, 130.37 feet;
Thence N 44°29'04" W, 92.76 feet;
Thence N 16°43'58" W, 98.88 feet;
Thence N 61°57'07" W, 643.62 feet;
Thence N 89°45'21" W, 227.76 feet;
Thence S 39°08'01" W, 112.48 feet;
Thence S 60°44'52" W, 257.72 feet;
Thence S 73°47'12" W, 280.36 feet;
Thence N 82°52'12" W, 230.04 feet;

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Thence N 27°45'48" W, 93.39 feet;
Thence N 06°41'45" E, 119.66 feet;
Thence N 43°41'56" E, 104.58 feet;
Thence N 77°08'32" E, 193.58 feet;
Thence N 35°17'36" E, 121.14 feet;
Thence N 60°16'39" E, 290.62 feet;
Thence N 70°49'23" E, 183.52 feet;
Thence S 83°56'09" E, 438.93 feet;
Thence S 69°59'06" E, 217.85 feet;
Thence S 38°29'58" E, 99.27 feet;
Thence N 84°01'47" E, 80.15 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 50.55 feet, having a radius of 175.00 feet, a central angle of 16°32'59", a chord bearing of N 10°26'49" E and a chord length of 50.37 feet;
Thence N 18°43'18" E, 559.23 feet;
Thence N 09°31'23" W, 226.99 feet;
Thence N 73°33'18" W, 75.31 feet;
Thence N 15°22'51" W, 230.93 feet;
Thence N 36°57'46" W, 227.86 feet;
Thence N 49°39'46" W, 797.23 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 199.89 feet, having a radius of 75.00 feet, a central angle of 152°42'18", a chord bearing of N 22°26'51" E and a chord length of 145.76 feet;
Thence S 81°12'00" E, 281.13 feet;
Thence S 50°24'06" E, 376.48 feet;
Thence S 63°12'37" E, 232.73 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 122.49 feet, having a radius of 175.00 feet, a central angle of 40°06'11", a chord bearing of S 43°09'32" E and a chord length of 120.00 feet;
Thence S 23°06'26" E, 389.50 feet;
Thence S 89°12'38" E, 66.25 feet;
Thence N 00°47'22" E, 117.37 feet;
Thence N 00°29'55" E, 573.72 feet;
Thence N 58°16'37" W, 358.37 feet;
Thence N 82°48'50" W, 130.15 feet;
Thence S 78°11'41" W, 188.63 feet;
Thence S 87°20'00" W, 142.55 feet;
Thence N 86°12'30" W, 155.97 feet;
Thence N 59°44'30" W, 104.21 feet;
Thence S 89°46'12" W, 149.73 feet;
Thence N 54°23'26" W, 191.58 feet;
Thence N 79°01'36" W, 261.62 feet;
Thence N 86°04'44" W, 266.08 feet;

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Thence S 73°12'46" W, 580.15 feet;
Thence S 38°53'11" W, 94.68 feet;
Thence S 32°23'04" E, 49.83 feet;
Thence S 58°37'08" W, 184.47 feet;
Thence N 27°02'05" W, 80.36 feet;
Thence N 46°51'02" W, 67.90 feet;
Thence N 53°37'06" W, 74.26 feet;
Thence S 75°49'06" W, 100.62 feet;
Thence N 61°21'28" W, 114.08 feet;
Thence S 81°01'32" W, 63.24 feet;
Thence N 82°16'59" W, 138.70 feet;
Thence S 82°16'32" W, 35.84 feet;
Thence N 51°12'01" W, 52.44 feet;
Thence N 52°36'06" W, 252.04 feet;
Thence N 74°06'15" W, 643.21 feet;
Thence S 89°27'48" W, 128.73 feet;
Thence S 70°33'58" W, 330.37 feet;
Thence S 54°58'56" W, 403.81 feet;
Thence S 20°15'28" W, 577.80 feet;
Thence S 46°38'32" E, 38.12 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 46.85 feet, having a radius of 175.00 feet, a central angle of 15°20'18", a chord bearing of N 48°59'56" E and a chord length of 46.71 feet;
Thence N 56°40'04" E, 293.99 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 148.39 feet, having a radius of 175.00 feet, a central angle of 48°35'02", a chord bearing of N 80°57'35" E and a chord length of 143.99 feet;
Thence S 74°44'53" E, 510.14 feet;
Thence N 00°02'09" E, 300.24 feet;
Thence East, 61.72 feet;
Thence North, 257.97 feet;
Thence East, 160.50 feet;
Thence South, 127.21 feet;
Thence S 75°48'30" E, 135.63 feet;
Thence S 89°42'45" E, 239.37 feet;
Thence S 71°45'41" E, 91.79 feet;
Thence S 43°54'43" E, 628.45 feet;
Thence S 48°12'52" E, 90.00 feet;
Thence N 41°47'08" E, 201.20 feet;
Thence N 45°56'58" E, 274.64 feet;
Thence N 54°48'03" E, 210.18 feet;
Thence S 89°22'57" E, 120.08 feet;
Thence S 66°25'23" E, 139.37 feet;

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Thence S 50°09'19" E, 1,085.49 feet;
Thence S 14°37'42" E, 123.79 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 104.55 feet, having a radius of 75.00 feet, a central angle of 79°52'24", a chord bearing of S 04°28'50" W and a chord length of 96.29 feet;
Thence S 44°25'02" W, 100.96 feet;
Thence S 52°20'44" W, 278.23 feet;
Thence S 42°12'39" W, 206.16 feet;
Thence S 25°59'12" W, 339.64 feet;
Thence S 30°53'28" W, 226.42 feet;
Thence S 22°38'11" W, 82.36 feet;
Thence N 67°28'15" W, 150.69 feet;
Thence N 18°49'26" E, 84.11 feet;
Thence N 02°44'15" E, 256.61 feet;
Thence N 11°58'25" E, 185.53 feet;
Thence N 20°18'38" E, 232.07 feet;
Thence N 51°23'37" E, 457.52 feet;
Thence N 67°26'10" W, 227.00 feet;
Thence S 52°13'26" W, 92.95 feet;
Thence N 79°09'03" W, 65.07 feet;
Thence N 38°37'24" W, 209.51 feet;
Thence N 86°04'53" W, 108.49 feet;
Thence S 26°34'54" W, 88.62 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 115.95 feet, having a radius of 175.00 feet, a central angle of 37°57'48", a chord bearing of S 36°51'14" E and a chord length of 113.84 feet;
Thence S 25°34'51" W, 108.91 feet;
Thence S 45°01'11" W, 69.30 feet;
Thence S 23°42'24" W, 560.61 feet;
Thence S 26°55'12" W, 350.47 feet;
Thence S 61°10'06" E, 71.69 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 108.49 feet, having a radius of 175.00 feet, a central angle of 35°31'12", a chord bearing of S 51°53'21" E and a chord length of 106.76 feet;
Thence S 76°31'10" E, 134.74 feet;
Thence S 89°37'42" E, 84.01 feet;
Thence S 69°31'57" E, 96.65 feet;
Thence S 00°53'49" E, 218.65 feet;
Thence S 80°19'03" W, 143.03 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 316.28 feet, having a radius of 1,035.00 feet, a central angle of 17°30'30", a chord bearing of N 87°28'30" W and a chord length of 315.05 feet;

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Thence S 81°52'54" W, 146.68 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 245.37 feet, having a radius of 340.00 feet, a central angle of 41°20'58", a chord bearing of N 77°26'37" W and a chord length of 240.08 feet;
Thence N 56°00'28" W, 50.00 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 25.45 feet, having a radius of 525.00 feet, a central angle of 02°46'39", a chord bearing of S 35°25'07" W and a chord length of 25.45 feet;
Thence N 50°26'50" W, 72.94 feet;
Thence N 77°12'03" W, 186.00 feet;
Thence N 72°09'34" W, 62.24 feet;
Thence N 81°09'06" W, 130.91 feet;
Thence N 80°30'09" W, 62.00 feet;
Thence N 75°02'59" W, 60.91 feet;
Thence N 54°19'50" W, 51.13 feet;
Thence N 39°11'32" W, 50.25 feet;
Thence N 42°23'46" W, 50.05 feet;
Thence S 45°04'15" W, 120.00 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 125.50 feet, having a radius of 373.50 feet, a central angle of 19°15'10", a chord bearing of N 55°02'57" W and a chord length of 124.92 feet;
Thence N 02°09'23" W, 105.97 feet;
Thence N 54°51'12" E, 43.75 feet;
Thence N 38°35'36" E, 77.78 feet;
Thence N 22°19'59" E, 77.78 feet;
Thence N 15°05'13" E, 80.58 feet;
Thence N 02°03'26" W, 62.00 feet;
Thence N 09°18'11" E, 26.16 feet;
Thence S 84°15'48" E, 37.81 feet;
Thence N 17°24'12" E, 63.31 feet;
Thence N 05°44'12" E, 124.00 feet;
Thence N 14°48'05" E, 46.13 feet;
Thence N 26°53'53" E, 99.48 feet;
Thence N 24°40'42" E, 50.29 feet;
Thence N 18°15'27" E, 50.00 feet;
Thence N 11°46'20" E, 50.35 feet;
Thence N 14°37'55" E, 62.14 feet;
Thence N 22°52'23" E, 124.36 feet;
Thence N 71°30'52" W, 97.04 feet;
Thence N 10°05'24" W, 48.53 feet;
Thence N 43°58'57" W, 117.87 feet;
Thence S 68°00'12" W, 133.72 feet;
Thence S 43°58'57" E, 119.64 feet to the beginning of a non-tangent curve;

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Thence along said non-tangent curve to the left an arc length of 94.26 feet, having a radius of 56.00 feet, a central angle of 96°26'19", a chord bearing of S 13°53'09" W and a chord length of 83.52 feet to the beginning of a reverse curve;
Thence along said reverse curve to the right an arc length of 65.73 feet, having a radius of 100.00 feet, a central angle of 37°39'30", a chord bearing of S 15°30'15" E and a chord length of 64.55 feet;
Thence S 03°19'30" W, 28.98 feet;
Thence N 66°05'03" W, 95.61 feet;
Thence S 34°45'48" W, 68.47 feet;
Thence S 27°05'58" W, 152.70 feet;
Thence S 17°05'11" W, 58.67 feet;
Thence S 09°23'47" W, 106.17 feet;
Thence N 72°04'52" W, 21.37 feet;
Thence S 84°25'44" W, 73.72 feet;
Thence S 79°51'40" W, 67.05 feet;
Thence S 67°22'53" W, 78.51 feet;
Thence S 45°57'22" W, 79.20 feet;
Thence S 29°41'45" W, 79.20 feet;
Thence S 13°26'08" W, 79.20 feet;
Thence S 02°49'29" E, 79.20 feet;
Thence S 19°05'05" E, 79.20 feet;
Thence S 35°20'42" E, 79.20 feet;
Thence S 50°32'11" E, 79.42 feet;
Thence S 60°29'17" E, 61.32 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 56.49 feet, having a radius of 50.00 feet, a central angle of 64°43'56", a chord bearing of S 39°01'31" W and a chord length of 53.53 feet to the beginning of a reverse curve;
Thence along said reverse curve to the left an arc length of 69.03 feet, having a radius of 373.50 feet, a central angle of 10°35'23", a chord bearing of S 66°05'47" W and a chord length of 68.93 feet;
Thence S 60°48'05" W, 116.36 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 66.95 feet, having a radius of 201.50 feet, a central angle of 19°02'10", a chord bearing of S 70°19'10" W and a chord length of 66.64 feet;
Thence N 10°09'44" W, 120.00 feet;
Thence N 81°20'14" W, 52.60 feet;
Thence N 43°41'14" W, 52.60 feet;
Thence N 08°36'49" W, 54.53 feet;
Thence N 01°41'08" W, 170.00 feet;
Thence N 10°19'47" W, 50.57 feet;
Thence N 22°02'23" W, 53.33 feet;
Thence N 18°26'47" W, 52.22 feet;
Thence N 15°29'35" W, 51.49 feet;
Thence N 06°02'31" E, 43.10 feet;
Thence N 30°17'23" E, 46.37 feet;
Thence N 56°08'46" E, 49.51 feet;

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J-U-B ENGINEERS, INC.

Thence N 66°51'58" E, 442.15 feet;
Thence N 18°16'43" E, 89.69 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 54.81 feet, having a radius of 56.00 feet, a central angle of 56°04'34", a chord bearing of N 09°45'34" W and a chord length of 52.65 feet;
Thence N 60°39'42" E, 36.71 feet;
Thence N 21°40'51" E, 156.06 feet;
Thence N 21°59'48" W, 42.82 feet;
Thence S 68°00'12" W, 596.38 feet;
Thence S 84°05'51" W, 51.29 feet;
Thence N 78°48'01" W, 355.07 feet;
Thence S 11°08'36" E, 506.18 feet;
Thence S 08°49'29" E, 460.11 feet;
Thence S 24°40'27" E, 85.69 feet;
Thence S 35°04'13" E, 85.12 feet;
Thence S 49°58'04" E, 84.86 feet;
Thence S 73°23'45" E, 47.82 feet;
Thence S 00°36'05" E, 235.60 feet;
Thence S 89°39'10" W, 426.22 feet;
Thence N 70°31'05" W, 122.39 feet;
Thence N 00°42'27" E, 110.67 feet;
Thence N 55°00'22" W, 79.02 feet to the **POINT OF BEGINNING**, containing 287.71 acres, more or less.

Robert L. Kazarinoff, PLS



03 MAR 2021

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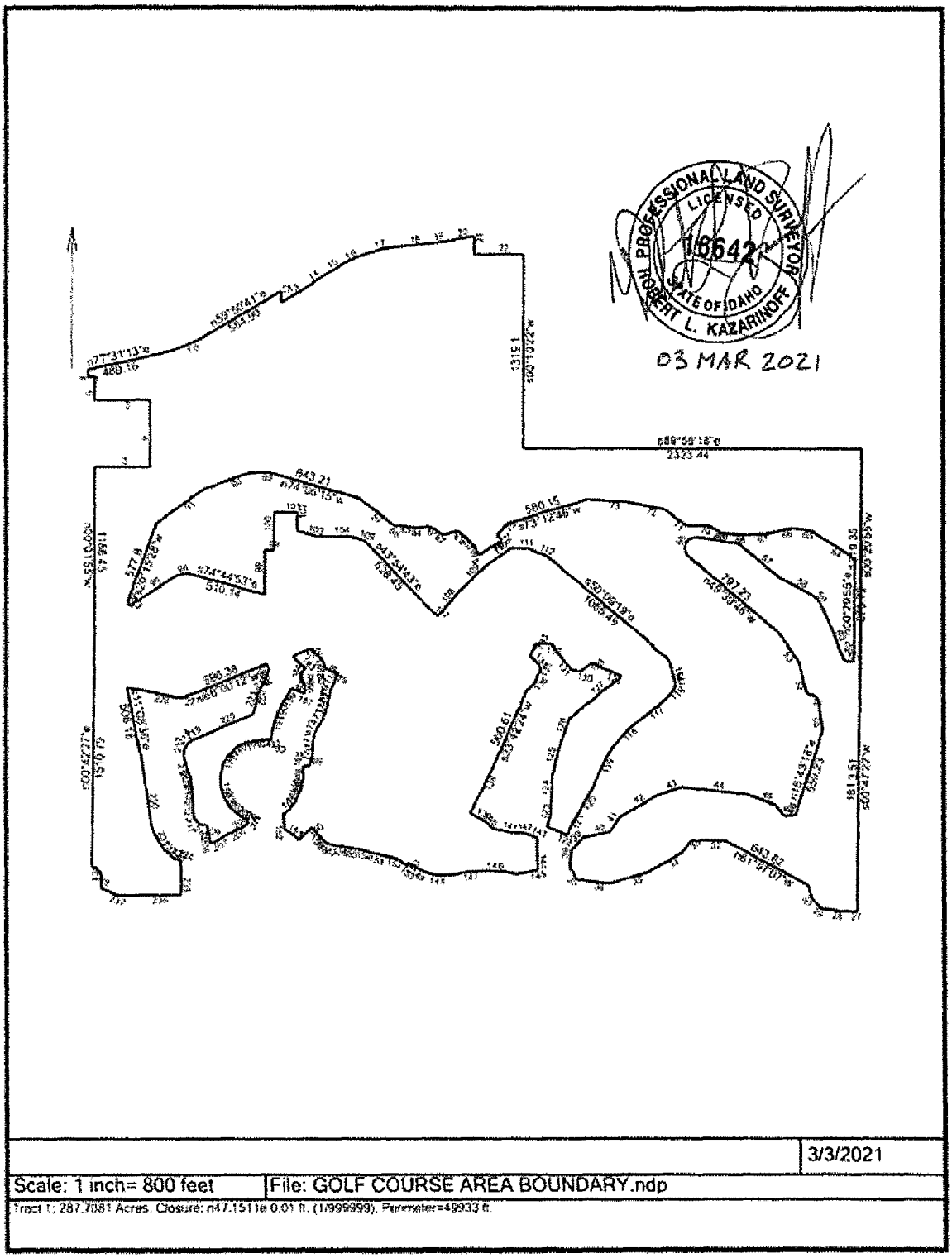

PROFESSIONAL LAND SURVEYOR
LICENSED
16642
STATE OF IDAHO
ROBERT L. KAZARINOFF
03 MAR 2021
3/3/2021
Scale: 1 inch= 800 feet
File: GOLF COURSE AREA BOUNDARY.ndp
Tract 1: 287.7081 Acres. Closure: n47.1511e 0.01 ft. (1/999999), Perimeter=49933 ft.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.

4. Easements, or claims of easements, not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

8. General taxes for the year 2021, which are liens and are not yet due and payable.
Parcel No.: S1422314900
Parcel No.: S1422417300
Parcel No.: S1422131400
Parcel No.: S1422233600

9. Sewer charges and special assessments, if any, for the City of Kuna.
Fax: (208) 922-5989

10. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Boise Kuna/New York Irrigation
Ph: (208) 922-5608

11. Water rights, claims or title to water, whether or not the matters are shown by the public records.

12. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: East half of Northeast quarter of Northwest quarter of Section 22
Recorded: October 6, 1920
Instrument No.: 89990 in Book 147 Deeds at Page 151

13. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: West half of Northwest quarter of Northwest quarter of Section 22
Recorded: October 6, 1920
Instrument No.: 89991 in Book 147 Deeds at Page 152

14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: October 19, 1921
Instrument No.: 96213

15. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: November 26, 1968
Instrument No.: 704664

16. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: November 26, 1968
Instrument No.: 704665

17. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Robert A. Wolske
Recorded: July 23, 1970
Instrument No.: 747177

Assignment:
Recorded: July 14, 1981
Instrument No.: 8130956

Assignment:
Recorded: April 20, 1999
Instrument No.: 99038484

18. Reservations contained in an instrument
Document: Deed
Dated: March 22, 1997
Executed by: Hans Borbonus, an unmarried man
Recorded: April 2, 1997
Instrument No.: 97025425
As Follows: Except all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied

19. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: March 27, 2007
Instrument No.: 107043265

20. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
Recorded: January 12, 2004
Instrument No.: 104003213

21. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.

Recorded: January 12, 2004
Instrument No.: 104003213

22. Terms, conditions, and provisions of Development Agreement
Between: City of Kuna and M3 Builders, LLC and Falconcrest, LLC
Dated: March 12, 2019
Recorded: November 7, 2019
Instrument No.: 2019-111089

AFFIDAVIT OF LEGAL INTEREST

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

KUNA Planning & Zoning

State of Idaho)
) ss
County of Ada)

I, William I. Brownlee, Manager of The M3 Companies, LLC, Member of M3 Builders, LLC, Manager of M3 ID Valor Golf Villas, LLC,

7033 E. Greenway Parkway, Suite 100 Scottsdale, AZ 85254

Being first duly sworn upon oath, depose and say: (If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to
JUB Engineers

2760 Excursion Ln, Meridian, ID 83642

to submit the accompanying application pertaining to that property.

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

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

Dated this 8th day of April, 2021

William I. Brownlee Signature

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

Dawn Jennings

Residing at: Meridian, Idaho

My Commission expires: 5/29/21

Dawn Jennings
Signature

DAWN JENNINGS
Comm. 14995
NOTARY PUBLIC
Expires: 05/29/2021
STATE OF IDAHO

Neighborhood Meeting Certification

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

KUNA Planning & Zoning

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: Proposed Residential Subdivision

Date of Meeting: April 5, 2021 Time: 6:00 P.M.

Meeting Location: Falcon Crest Golf Club

Site Information

Location: Quarter _____ Section _____ Township _____ Range _____ Total Acres _____

Subdivision Name: Falcon Crest Golf Villages Lot ____ Block ____

Address: _____

Parcel No(s).: See attached

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: See attached

Address: See attached

Contact Person

Name: Wendy Shrief / JUB

Business Name (if applicable): 2760 W. Excursion Ln Ste 400 Meridian ID

Address: _____

Phone: 208.376.7330 Email: wshrief@JUB.com

Applicant

Name: Same

Address: _____

Phone: _____ Email: _____

I, Wendy Shrief, *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: 4/5/2021

SIGN-IN SHEET

Project Name: Falcon Crest Golf Villages

	Name	Address	Phone
1	Dave & Nancy Johnson	1400 Cow Horse DR Kuna	208.412.3554
2 →	John & Meg Lawson	1357 Cow Horse Kuna	2083400258
3	B.J. Henningfeld	11893 S. Cloverdale Rd 83634	
4	Brian Wilson	6171 Cutting Horse Dr. Kuna, Id 83634	
5	BKWBLD@Gmail.com		
6	Scott Erickson	6350 Reining Horse Kuna 83634	
7			
8			
9	B.J. → b.j.henningfeld@gmail.com		
10			
11			
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34			
35			

JMLCTREE@AOL.com

b.j.henningfeld@gmail.com

NEIGHBORHOOD MEETING MINUTES

Meeting Date: 4/5/2021 Number of Attendees: 8

Location: Falcon Crest Golf Club

Project Description: Residential Subdivision

Attendee Comments or Concerns:

- Concerns regarding traffic
- Concerns regarding impacts on wells in area
- Several comments regarding change in nature of area from rural to urban
- Questions regarding timing of Cloverdale road improvements

I, Wendy Shrief, *hereby certify the above information and the information provided within these forms is true, complete and correct to the best of my knowledge.*

Applicant Signature: WJ 920 Date: 5/1/21

Wendy Shrief

From: Sub Name Mail <subnamemail@adacounty.id.gov>
Sent: Wednesday, May 5, 2021 11:59 AM
To: Wendy Shrief
Cc: Rob Kazarinoff
Subject: RE: Falcon Crest Golf Village Subdivision Name Reservation

External Email

May 5, 2021

Robert Kazarinoff, J-U-B Engineers
Wendy Shrief, J-U-B Engineers

RE: Subdivision Name Reservation: **FALCON CREST GOLF VILLAGE SUBDIVISION**

Wendy;

Per our conversation on 5/5/2021, the name **Falcon Crest Golf Village Subdivision** may be used for your preliminary plat, with the understanding that this project is entirely located within the scope of the previously reserved Falcon Crest Subdivision.

It is our requirement that the Falcon Crest Golf Village Subdivision will adjoin the boundary of a recorded phase of the Falcon Crest development at the time this plat is submitted to our office for review and recording.

This reservation is available for the project as long as it is in the approval process, and is subject to the terms of reservation for the Falcon Crest Subdivision, and the requirements of Idaho Code 50-1307.

Sincerely,

Glen Smallwood
Surveying Technician
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7926 *office*
(208) 287-7909 *fax*

PRELIMINARY PLAT FOR

FALCON CREST GOLF VILLAGE SUBDIVISION

SITUATE IN THE NORTH HALF OF SECTION 22 AND THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN,

KUNA, IDAHO

2021

ORIGINAL PRELIMINARY PLAT

Line Table		
Line #	Direction	Length
L1	N89°57'42"W	105.71'
L2	N44°57'42"W	41.37'
L3	N84°57'01"W	30.65'
L4	N00°59'11"W	50.05'
L5	S53°10'16"E	4.11'
L6	N17°10'02"E	70.35'
L7	S73°06'09"E	202.74'
L8	N89°48'26"W	124.88'
L9	S76°22'08"E	205.71'
L10	S22°21'18"E	27.82'
L11	S59°52'20"E	38.96'
L12	N63°22'40"E	51.96'

Line Table		
Line #	Direction	Length
L13	S76°22'08"E	111.98'
L14	S13°37'52"W	100.70'
L15	S44°14'33"W	106.74'
L16	S34°49'22"E	100.17'
L17	N68°59'10"E	201.65'
L18	N20°25'28"E	257.90'
L19	N05°05'23"E	39.67'
L20	N20°29'54"W	26.70'
L21	N42°33'48"W	27.15'
L22	S81°44'04"E	47.65'
L23	S88°25'14"E	75.00'
L24	N81°17'32"E	127.91'

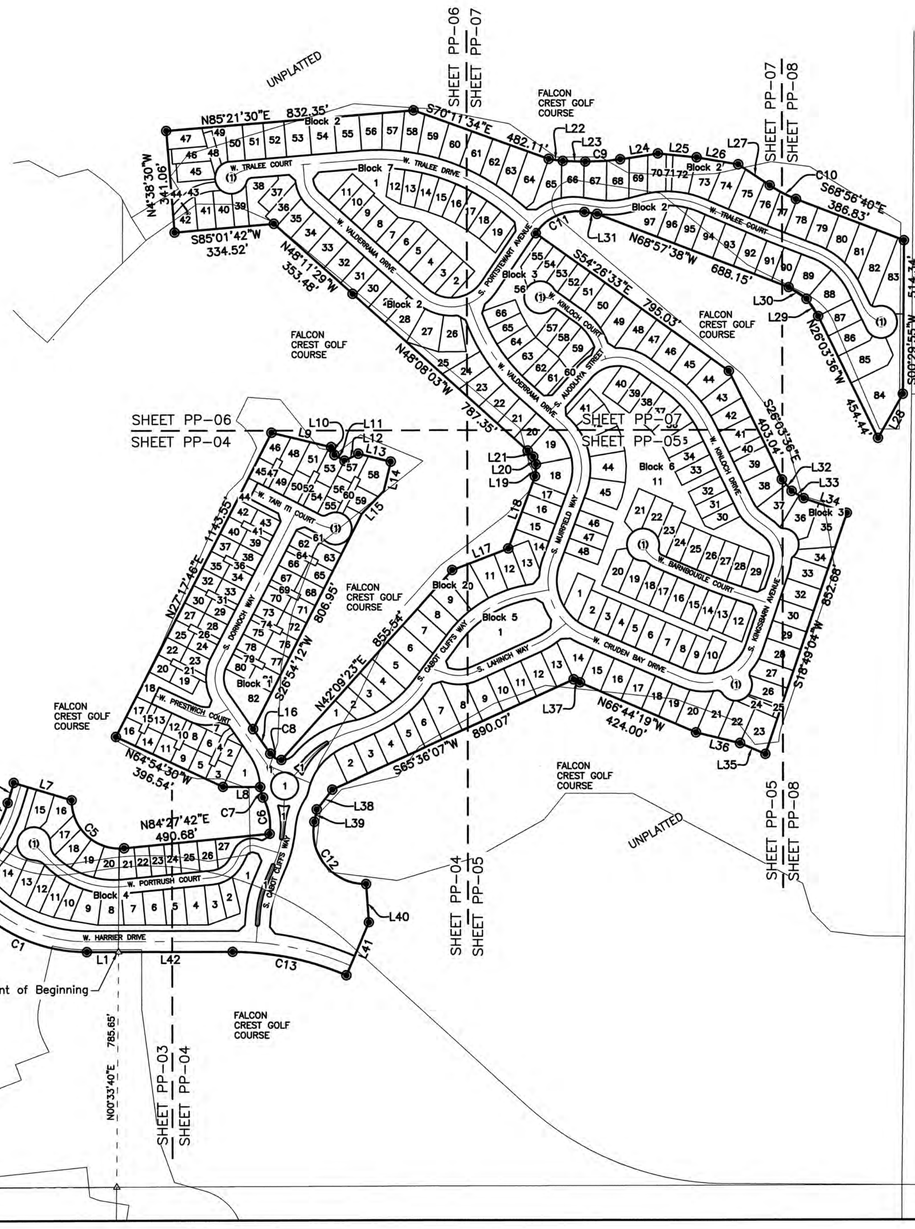
Line Table		
Line #	Direction	Length
L25	S84°14'04"E	130.32'
L26	S80°16'59"E	141.41'
L27	S56°23'27"E	126.88'
L28	S29°38'46"W	169.35'
L29	N33°59'09"W	69.61'
L30	N56°51'57"W	71.24'
L31	N81°02'06"W	43.04'
L32	S40°34'22"E	50.84'
L33	S59°06'42"E	47.06'
L34	S71°10'56"E	153.00'
L35	N66°44'19"W	92.38'
L36	N76°12'04"W	152.07'

Line Table		
Line #	Direction	Length
L37	N62°55'44"W	23.17'
L38	S38°17'57"W	84.26'
L39	S11°13'36"W	42.13'
L40	S04°07'57"E	128.56'
L41	S23°19'33"W	192.38'
L42	N89°57'42"W	382.96'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	420.19'	535.00'	45°00'00"	N67°27'42"W	409.47'
C2	343.25'	555.00'	35°26'09"	S73°48'41"W	337.81'
C3	501.22'	525.00'	54°42'02"	N64°10'45"E	482.40'
C4	165.90'	505.00'	18°49'21"	N26°34'43"E	165.15'
C5	268.64'	160.00'	96°11'57"	S47°26'19"E	238.18'
C6	125.27'	200.00'	35°53'15"	N10°05'28"W	123.23'
C7	36.96'	82.00'	25°49'21"	N15°07'25"W	36.64'
C8	44.59'	50.00'	51°05'34"	S60°22'09"E	43.12'
C9	118.05'	657.50'	10°17'14"	N86°26'09"E	117.89'
C10	100.24'	457.50'	12°33'13"	S62°40'04"E	100.04'
C11	188.22'	166.26'	64°51'52"	S66°31'58"W	178.33'
C12	310.84'	175.00'	101°46'15"	S39°39'32"E	271.56'
C13	392.22'	965.00'	23°17'15"	N78°19'04"W	389.53'

SHEET INDEX

SHEET NUMBER	SHEET TITLE
PP-01	BOUNDARY AND PROJECT INFORMATION
PP-02	SURROUNDING LAND USE AND LOT TABLES
PP-03	EXISTING AND PROPOSED CONDITIONS
PP-04	EXISTING AND PROPOSED CONDITIONS
PP-05	EXISTING AND PROPOSED CONDITIONS
PP-06	EXISTING AND PROPOSED CONDITIONS
PP-07	EXISTING AND PROPOSED CONDITIONS
PP-08	EXISTING AND PROPOSED CONDITIONS
PP-09	UTILITY PLAN
PP-10	PHASING PLAN

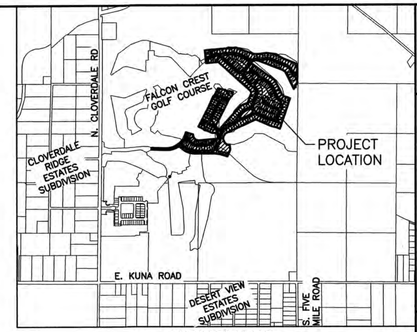


BOUNDARY LEGEND

- Subdivision Boundary Line
- Section Line
- Center Line
- Right-of-way Line
- Existing Parcel Line
- Section Corner
- Quarter-Section Corner
- Property Corner
- Calculated Point

LAND USE SUMMARY

TOTAL AREA:	86.03 AC.
TOTAL LOTS:	352 LOTS
RESIDENTIAL LOTS:	291 LOTS
COMMON AREA LOTS:	43 LOTS
COMMON DRIVEWAY LOTS:	18 LOTS
RESIDENTIAL DENSITY:	3.38 DU/AC
RESIDENTIAL COMMON AREA:	13.293 AC. (15.4%)
AVERAGE LOT SIZE:	7,567 S.F.
SMALLEST LOT:	4,613 S.F.
EXISTING ZONES:	R-6, R-12



VICINITY MAP

SCALE: 1"=2000'

NOTES:

1. CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD '88 DATUM.
2. THE STREETS WITHIN THIS DEVELOPMENT ARE PUBLIC STREETS. THE PUBLIC STREET SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA COUNTY HIGHWAY DISTRICT (ACHD) STANDARDS FOR PUBLIC STREETS WITH A MINIMUM GRADIENT OF 0.40%.
3. ALL LOTS ARE RESIDENTIAL BUILDING LOTS EXCEPT LOTS 1, 7, 18, 44, 55, 61, 82, BLOCK 1, LOTS 1, 14, 17, 25, 38, 42, 44, 49, 65, 71, 84, 97, BLOCK 2, LOTS 1, 25, 34, 40, 56, 60, BLOCK 3, LOTS 1, 27, BLOCK 4, LOT 1, BLOCK 5, LOT 11, BLOCK 6, LOT 1 BLOCKS 7 THRU 19, WHICH ARE COMMON AREA\DRAINAGE STORAGE LOTS. LOTS 4, 10, 15, 21, 26, 31, 36, 41, 47, 52, 60, 64, 69, 74, 79, BLOCK 1, LOTS 43 & 48, BLOCK 2, LOT 24, BLOCK 3 ARE COMMON DRIVEWAY LOTS.
4. STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE STORAGE FACILITIES.
5. PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION.
6. THIS SUBDIVISION WILL RECEIVE PRESSURIZED IRRIGATION FOR COMMON LOTS AND THE GOLF COURSE FROM EXISTING IRRIGATION WELLS. THE INDIVIDUAL LOTS WILL RECEIVE PRESSURE IRRIGATION FROM THE DOMESTIC WATER SUPPLY WELLS ON SITE. THE CONSTRUCTED PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED AND OPERATED BY THE HOME OWNERS ASSOCIATION AND GOLF COURSE.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
8. DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE CITY OF KUNA.
9. SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF KUNA.
10. IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHERE THEY CROSS ROADWAYS WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT-OF-WAY.
11. LANDSCAPED COMMON LOTS ARE LOCATED THROUGHOUT THE PROJECT AND ARE IDENTIFIED ON THE PLAN. THESE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
12. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT WITH THE CITY OF KUNA.
13. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN AFFECT AT THE TIME OF THE RE-SUBDIVISION.
14. THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
15. A STORMWATER DRAINAGE EASEMENT SHALL BE RESERVED ON THE DRAINAGE LOTS FOR THE BENEFIT OF ACHD. LANDSCAPING OVER SAID LOTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND ACHD SHALL PROVIDE HEAVY MAINTENANCE OF THE STORM DRAINAGE FACILITIES AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR GOLF VILLAGE SUBDIVISION.
16. THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP NO. 16001C0425 H, COMMUNITY PANEL NO. 0425, WHICH BEARS AN EFFECTIVE DATE OF OCTOBER 2, 2003 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

FIRE DISTRICT:
KUNA FIRE DISTRICT
150 W. BOISE STREET
KUNA, ID 83634
PHONE: (208) 922-1144

SCHOOL DISTRICT:
KUNA SCHOOL DISTRICT
711 E. PORTER STREET
KUNA, ID 83634
PHONE: (208) 922-1000

SEWER & WATER:
CITY OF KUNA
6950 S TEN MILE RD
MERIDIAN, ID. 83634
PHONE: (208) 287-1729 (SEW)
PHONE: (208) 287-1725 (WAT)

POWER:
IDAHO POWER
JESS POWELL
1221 W. IDAHO STREET
BOISE, ID. 83702
PHONE: (208) 388-6399

0 250 500

SCALE IN FEET

OWNER
FALCON CREST LLC
2528 N. CLOVERDALE RD.
BOISE, ID 83713

OWNER
M3 ID VALOR GOLF VILLAS LLC
7033 E. GREENWAY PKWY
STE 100
SCOTTSDALE, AZ 85254

OWNER
FALCON CREST HOLDINGS LLC
7033 E. GREENWAY PKWY
STE 100
SCOTTSDALE, AZ 85254

OWNER
FALCON CREST CLUB
PARTNERS LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

IRRIGATION DISTRICT:
BOISE PROJECT BOARD OF CONTROL
2465 OVERLAND ROAD
BOISE, ID 83705
PHONE: (208) 344-1141

ROADWAYS
ADA COUNTY HIGHWAY DISTRICT
1301 N. ORCHARD ST
BOISE, ID. 83706
PHONE: (208) 387-6100

DEVELOPER
M3 COMPANIES
1087 W. RIVER STREET
SUITE #310
BOISE, IDAHO 83702
208-939-6263
MARK TATE

CIVIL ENGINEER
SCOTT WONDERS, P.E.
J-U-B ENGINEERS
250 S. BEECHWOOD AVE.
STE. 201
BOISE, ID 83709
208-376-7330

LAND SURVEYOR
ROBERT L. KAZARINOFF, P.L.S.
J-U-B ENGINEERS
250 S. BEECHWOOD AVE.
STE. 201
BOISE, ID 83709
208-376-7330

PROFESSIONAL LAND SURVEYOR REGISTERED 16642 STATE OF IDAHO ROBERT L. KAZARINOFF

04 MAY 2021

BOUNDARY CERTIFICATION

LEGEND

EXISTING		PROPOSED
—S—	SANITARY SEWER LINE	—S—S—
	SANITARY SEWER FORCE MAIN	—FM—
—W—	WATER LINE	—W—W—
—IR—	GRAVITY IRRIGATION PIPE	—IR—
—IPR—	PRESSURE IRRIGATION LINE	—IPR—
—SD—	STORM DRAIN LINE	—SD—SD—SD—
	CENTERLINE	
	LOT LINE	
	6" VERTICAL CURB & GUTTER	
	ROLLED CURB & GUTTER	
	5' SIDEWALK	
	SEWER MANHOLE	
	DITCH FLOW LINE	
	IRRIGATION MANHOLE	
	STREET LIGHT	
	TREE DECIDUOUS	
	TREE CONIFER	
	EDGE OF PAVEMENT	
	GAS LINE	
	FENCE LINE	
	FIRE HYDRANT	
2650	5' CONTOUR LINE	
2651	1' CONTOUR LINE	
	SEWER FLOW DIRECTION	—S←S—
	FORCE MAIN FLOW DIRECTION	—FM→
	DRAINAGE FACILITY	

J-U-B ENGINEERS, INC.
2760 W. Excursion Ln.
Suite 400
Meridian, ID 83642
Phone: 208.376.7330
www.jub.com

PROFESSIONAL ENGINEER REGISTERED 10683 STATE OF IDAHO W. SCOTT WONDERS 5/3/21

J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	REVISION	BY	APPL.	DATE

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

BOUNDARY AND PROJECT INFORMATION

FILE:	10-20-088_PRE-PLAT
JUB PROJ. #:	10-20-088
DRAWN BY:	---
DESIGN BY:	---
CHECKED BY:	---

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/4/2021

SHEET NUMBER:

PP-01

Plot Date:5/4/2021 12:15 PM Plotted By: Everett Earnest
Date Created:5/4/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIM\PLAT\FALCONCRESTDESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

ORIGINAL PRELIMINARY PLAT

R-6 ZONE

FALCON CREST LLC
2528 N. CLOVERDALE RD
BOISE, ID 83703

FALCON CREST LLC
2528 N. CLOVERDALE RD
BOISE, ID 83703

FALCON CREST CLUB
PARTNERS LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

ZONE DESIGNATION LINE

R-12 ZONE

FALCON CREST CLUB
PARTNERS LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

PARCEL LINE

Block 2
W. TRALEE COURT
W. TRALEE DRIVE
Block 7
W. VALDERAMA DRIVE
S. THIRTEENMILE AVENUE
Block 3
S. KINLOCH COURT
S. KINLOCH STREET
W. KINLOCH DRIVE
Block 6
S. MURREID WAY
W. BARNSDALE COURT
S. INNSBRUCK AVENUE
Block 5
S. CABOT CLIFFS WAY
S. LAHINCH WAY
W. CRUDEN BAY DRIVE
Block 4
W. PRESTWICK COURT
W. PORTRUSH COURT
W. TIERCEL DRIVE
W. HARRIER DRIVE
W. TARN IM COURT

SUMMERTIME RESIDENTIAL PROPERTIES
6905 HWY 95
FRIUTLAND, ID 83619

M3 ID VALOR GOLF VILLAS LLC
7033 E. GREENWAY PKWY STE 100
SCOTTSDALE, AZ 85254

RR ZONE

FALCON CREST CLUB
PARTNERS LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

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PARTNERS LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

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7033 E. GREENWAY PKWY
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FALCON CREST LLC
2528 N. CLOVERDALE RD
BOISE, ID 83703

M3 ID VALOR GOLF VILLAS LLC
7033 E. GREENWAY PKWY STE 100
SCOTTSDALE, AZ 85254

R-6 ZONE

ZONE DESIGNATION LINE

RR ZONE

R-12 ZONE

PROPOSED FALCON
CREST SUBDIVISION
NO. 2

ZONE DESIGNATION LINE

0 250 500

SCALE IN FEET

Parcel Area Table			
BLOCK NUMBER	LOT NUMBER	AREA (ACRES)	LOT USE
1	55	0.07 ac.	Common Lot
1	1	0.25 ac.	Common Lot
1	7	0.05 ac.	Common Lot
1	18	0.28 ac.	Common Lot
1	44	0.12 ac.	Common Lot
1	61	0.14 ac.	Common Lot
1	82	0.35 ac.	Common Lot
2	65	0.24 ac.	Common Lot
2	84	0.70 ac.	Common Lot
2	44	0.15 ac.	Common Lot
2	71	0.06 ac.	Common Lot
2	97	0.26 ac.	Common Lot
2	14	0.15 ac.	Common Lot
2	1	0.24 ac.	Common Lot
2	25	0.28 ac.	Common Lot
2	42	0.16 ac.	Common Lot
2	38	0.25 ac.	Common Lot
2	49	0.11 ac.	Common Lot
2	17	0.12 ac.	Common Lot
3	34	0.14 ac.	Common Lot
3	40	0.10 ac.	Common Lot
3	56	0.45 ac.	Common Lot
3	60	0.06 ac.	Common Lot
3	25	0.04 ac.	Common Lot
3	1	2.33 ac.	Common Lot
4	1	1.05 ac.	Common Lot
4	27	0.15 ac.	Common Lot
5	1	0.97 ac.	Common Lot
6	11	2.94 ac.	Common Lot
7	1	1.14 ac.	Common Lot
8	1	0.06 ac.	Common Lot
9	1	0.02 ac.	Common Lot
10	1	0.05 ac.	Common Lot
11	1	0.15 ac.	Common Lot
12	1	0.06 ac.	Common Lot
13	1	0.00 ac.	Common Lot
14	1	0.02 ac.	Common Lot
15	1	0.02 ac.	Common Lot
16	1	0.02 ac.	Common Lot
17	1	0.02 ac.	Common Lot
18	1	0.02 ac.	Common Lot
19	1	0.02 ac.	Common Lot

Parcel Area Table			
BLOCK NUMBER	LOT NUMBER	AREA (ACRES)	LOT USE
1	4	0.07 ac.	Shared Driveway
1	10	0.05 ac.	Shared Driveway
1	15	0.05 ac.	Shared Driveway
1	26	0.05 ac.	Shared Driveway
1	31	0.05 ac.	Shared Driveway
1	36	0.05 ac.	Shared Driveway
1	41	0.05 ac.	Shared Driveway
1	47	0.05 ac.	Shared Driveway
1	64	0.05 ac.	Shared Driveway
1	69	0.05 ac.	Shared Driveway
1	74	0.05 ac.	Shared Driveway
1	79	0.05 ac.	Shared Driveway
1	60	0.06 ac.	Shared Driveway
1	52	0.06 ac.	Shared Driveway
1	21	0.06 ac.	Shared Driveway
2	48	0.09 ac.	Shared Driveway
2	43	0.11 ac.	Shared Driveway
3	24	0.08 ac.	Shared Driveway

J-U-B ENGINEERS, INC.
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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

SURROUNDING LAND USE AND LOT TABLES

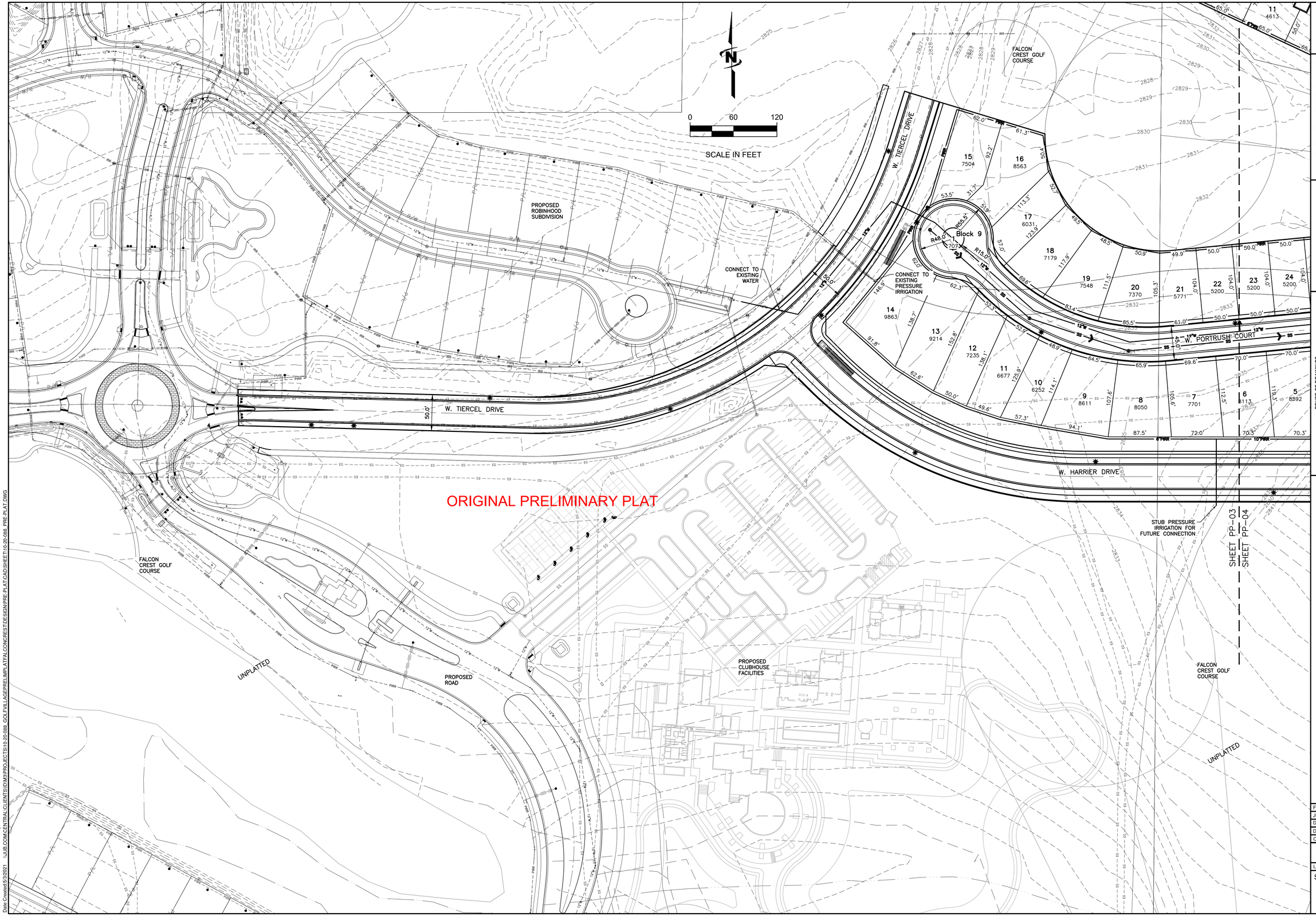
FILE: 10-20-088_PRE-PLAT
JUB PROJ. #: 10-20-088
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DESIGN BY: ----
CHECKED BY: ----

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/4/2021

SHEET NUMBER:
PP-02

Plot Date:5/4/2021 12:25 PM Plotted By: Everett Earnest
Date Created:5/4/2021 \\JUB.COM\CENTRAL\CLIENTS\ID3M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCRESTDESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG



ORIGINAL PRELIMINARY PLAT

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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

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JUB PROJ. # : 10-20-088
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LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-03

Plot Date:5/3/2021 11:51 AM Plotted By: Everett Earnest
Date Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

ORIGINAL PRELIMINARY PLAT

SHEET PP-05
SHEET PP-04

SHEET PP-06
SHEET PP-04

SHEET PP-04
SHEET PP-03

UNPLATTED

FALCON CREST GOLF COURSE

COMMON LOT

Block 141 — 707

Block 12 — 1 — 2535

Block 11 — 1 — 6648

Block 10 — 1 — 2078

Block 13 — 1 — 191

Block 8 — 1 — 2577

Block 3 — 1 — 101421

S. CABOT CLIFFS WAY

S. DORNOCH WAY

W. PRESTWICH COURT

W. TART COURT

W. HARRIER DRIVE

W. PORTRUSH COURT

SEWER LINE FOR FUTURE CONNECTION

PRESSURE IRRIGATION FOR FUTURE CONNECTION

SEWER LINE CONNECTION (SEE SHEET PP-09)

STUB PRESSURE IRRIGATION FOR FUTURE CONNECTION

SCALE IN FEET
0 60 120

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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

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SHEET NUMBER:
PP-04

Plot Date:5/3/2021 11:52 AM Plotted By: Everett Earnest
Date Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M39\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

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SCALE IN FEET

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SHEET NUMBER:

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ORIGINAL PRELIMINARY PLAT

SHEET PP-07
SHEET PP-06

SHEET PP-07
SHEET PP-05

SHEET PP-05
SHEET PP-04

SHEET PP-06
SHEET PP-04

W. TRALEE DRIVE

W. VALDERRAMA DRIVE

W. TRALEE COURT

W. TARTAN COURT

Block 18

Block 14

COMMON LOT

UNPLATTED

CLOVERDALE RIDGE ESTATES SUBDIVISION

FALCON CREST GOLF COURSE

SEWER LIFT STATION

WATER LINE FOR FUTURE CONNECTION

SCALE IN FEET
0 60 120

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SHEET NUMBER:
PP-06

Plot Date:5/3/2021 11:54 AM Plotted By: Everett Earnest
Date Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\IDM3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

ORIGINAL PRELIMINARY PLAT

SHEET PP–08
SHEET PP–07

SHEET PP–08
SHEET PP–05

SHEET PP–07
SHEET PP–06

SHEET PP–07
SHEET PP–05

SHEET PP–05
SHEET PP–04

0 60 120
SCALE IN FEET

UNPLATTED

CLOVERDALE RIDGE ESTATES SUBDIVISION

FALCON CREST GOLF COURSE

W. TRALEE COURT

W. KINLOCH COURT

W. KINLOCH DRIVE

S. AUDOLIHYA STREET

S. PORTSTEWART AVENUE

W. TRALEE DRIVE

W. VALDERRAMA DRIVE

S. MUIRFIELD WAY

Block 17
R48.0'
1
R54.0'
707

COMMON LOT

PIPE DITCH

OPEN DITCH

PATHWAY

PIPE UNDER PATHWAY

PIPE UNDER ROAD

1 11233	2 6770	3 6504
4 6504	5 6504	6 6504
7 6504	8 6504	9 6504
10 6504	11 128219	12 6504
13 6504	14 6504	15 7440
16 7440	17 5160	18 11461
19 10929	20 7022	21 8489
22 8934	23 9735	24 9247
25 9320	26 8937	27 8554
28 8171	29 7788	30 5768
31 6000	32 6000	33 6500
34 6500	35 8686	36 10573
37 9558	38 10186	39 9000
40 4288	41 9000	42 7795
43 8538	44 10792	45 9633
46 9000	47 7591	48 8857
49 11232	50 9303	51 7378
52 5950	53 5758	54 6203
55 7462	56 19563	57 6045
58 6278	59 8357	60 2509
61 6088	62 6737	63 8228
64 6665	65 6512	66 6427
67 9713	68 10181	69 8119
70 7859	71 7548	72 8356
73 10603	74 10947	75 10367
76 8085	77 7434	78 8925
89 11654	90 7378	91 7378
92 9027	93 9247	94 9466
95 7949	96 7511	97 11233

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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

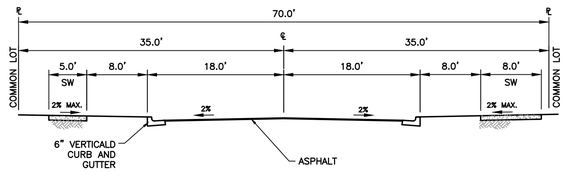
FILE :	10-20-088_PRE-PLAT
JUB PROJ. # :	10-20-088
DRAWN BY:	----
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ONE INCH
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LAST UPDATED: 5/3/2021

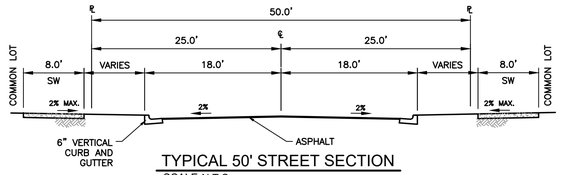
SHEET NUMBER:
PP-07

Plot Date:5/3/2021 11:54 AM Plotted By: Everett Earnest
Date Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\MB\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG



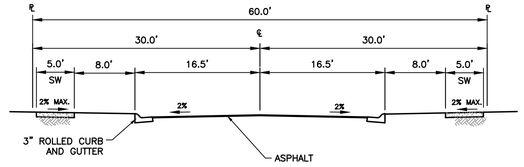
TYPICAL 70' STREET SECTION

SCALE:N.T.S.



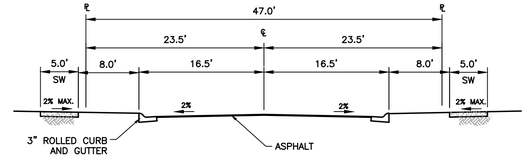
TYPICAL 50' STREET SECTION

SCALE:N.T.S.



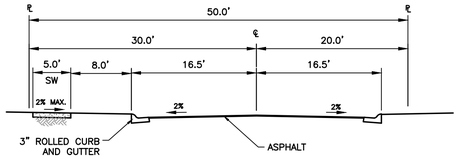
TYPICAL 60' STREET SECTION DETACTHED

SCALE:N.T.S.



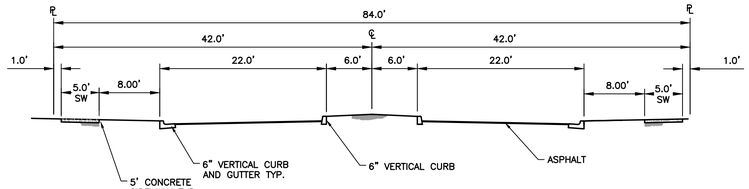
TYPICAL 47' STREET SECTION DETACTHED

SCALE:N.T.S.



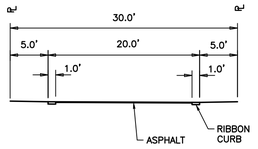
TYPICAL 50' STREET SECTION DETACTHED ONE SIDE

SCALE:N.T.S.



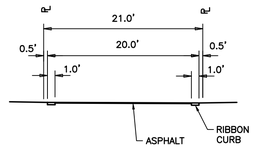
TYPICAL 84' STREET SECTION

SCALE:N.T.S.



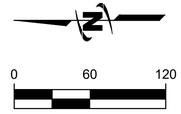
TYPICAL SHARED DRIVEWAY SECTION

SCALE:N.T.S.



TYPICAL CLUSTER SHARED DRIVEWAY SECTION

SCALE:N.T.S.



SCALE IN FEET

ORIGINAL PRELIMINARY PLAT

SHEET PP-08
SHEET PP-07

SHEET PP-08
SHEET PP-05

W. TRALEE COURT

S. KINGSBARN AVENUE

W. KINLOCH DRIVE

Block 19

Block 15

UNPLATTED

FALCON CREST GOLF COURSE

PIPE DITCH

COMMON LOT

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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

FILE : 10-20-088 PRE-PLAT
JUB PROJ. # : 10-20-088
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ONE INCH
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SHEET NUMBER:
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Plot Date:5/3/2021 11:55 AM Plotted By: Everett Earnest
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ORIGINAL PRELIMINARY PLAT

EG 2888.4
SSMH G9-23-END
STA: 66+90
8" = 2881.4

EG 2868.9
SSMH 5-5A19-7A-10
STA: 67+32
8" (S) = 2854.2
8" (W) = 2854.3

EG 2864.8
SSMH 5-5A19-7A-9
STA: 65+27
8" (S) = 2852.0
8" (N-W) = 2852.1

EG 2856.8
SSMH 5-5A19-7A-6
STA: 62+27
8" (W) = 2850.4
8" (N) = 2850.5

EG 2872.2
SSMH -END
STA: 80+07
8" = 2866.6

EG 2859.9
SSMH
5-5A19-7A9-3
STA: 70+32
8" = 2854.6

EG 2853.7
SSMH 5-5A19-7A-3
STA: 56+37
8" (S) = 2847.4
8" (E) = 2847.5

EG 2876.4
SSMH -END
STA: 13+084
8" = 2867.4

EG 2854.3
SSMH 5-5A19-10
STA: 56+37
8" (S) = 2848.4
8" (N) = 2848.5

EG 2865.5
SSMH 5-5A19-16
STA: 66+82
8" (E) = 2858.3
8" (N) = 2858.4

EG 2850.6
SSMH 5-5A19-7
STA: 51+57
8" (S) = 2841.3
8" (N-E) = 2841.4

EG 2862.7
SSMH G-99-5-END
STA: 12+94
8" = 2854.4

EG 2846.7
SSMH 5-5A193-A6
STA: 56+97
8" = 2837.8

EG 2838.8
SSMH 5-5A19-3
STA: 44+97
10" (N) = 2831.6
8" (W) = 2831.8

EG 2842.5
SSMH 5-5A-19
STA: 44+37
18" (W) = 2828.9
18" (E) = 2829.0
10" (N) = 2829.7

EG 2854.7
SSMH G9-9
STA: 4+66
8" (W) = 2844.1
8" (S-E) = 2844.2

EG 2829.1
LIFT STATION
STA: 1+00
8" = 2825.00

EG 2829.0
SSMH 5-5A-15
STA: 35+80
18" (W) = 2820.8
18" (N) = 2820.9

EG 2839.7
SSMH 5-5A193-B3
STA: 50+37
8" = 2834.6

EG 2826.1
SSMH 5-5A-7
STA: 24+43
18" (S) = 2812.0
18" (N) = 2812.1

EG 2818.1
SSMH 5-5A-4
STA: 16+23
18" (S) = 2804.3
18" (N) = 2804.4

EG 2824.9
SSMH 5-5
STA: 9+67
18" (W) = 2798.0
18" (N) = 2798.1

EG 2809.5
RIM: 2807.05
8" IN: 2789.49 (N)
18" IN: 2788066 (S)
21" OUT: 2788041 (W)

PROPOSED CLUBHOUSE FACILITIES

PROPOSED ROBINHOOD SUBDIVISION NO. 1

PROPOSED FALCON CREST SUBDIVISION NO. 2

PROPOSED FALCON CREST SUBDIVISION NO. 1

CONNECT TO EXISTING SEWER

SCALE IN FEET
0 100 200

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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

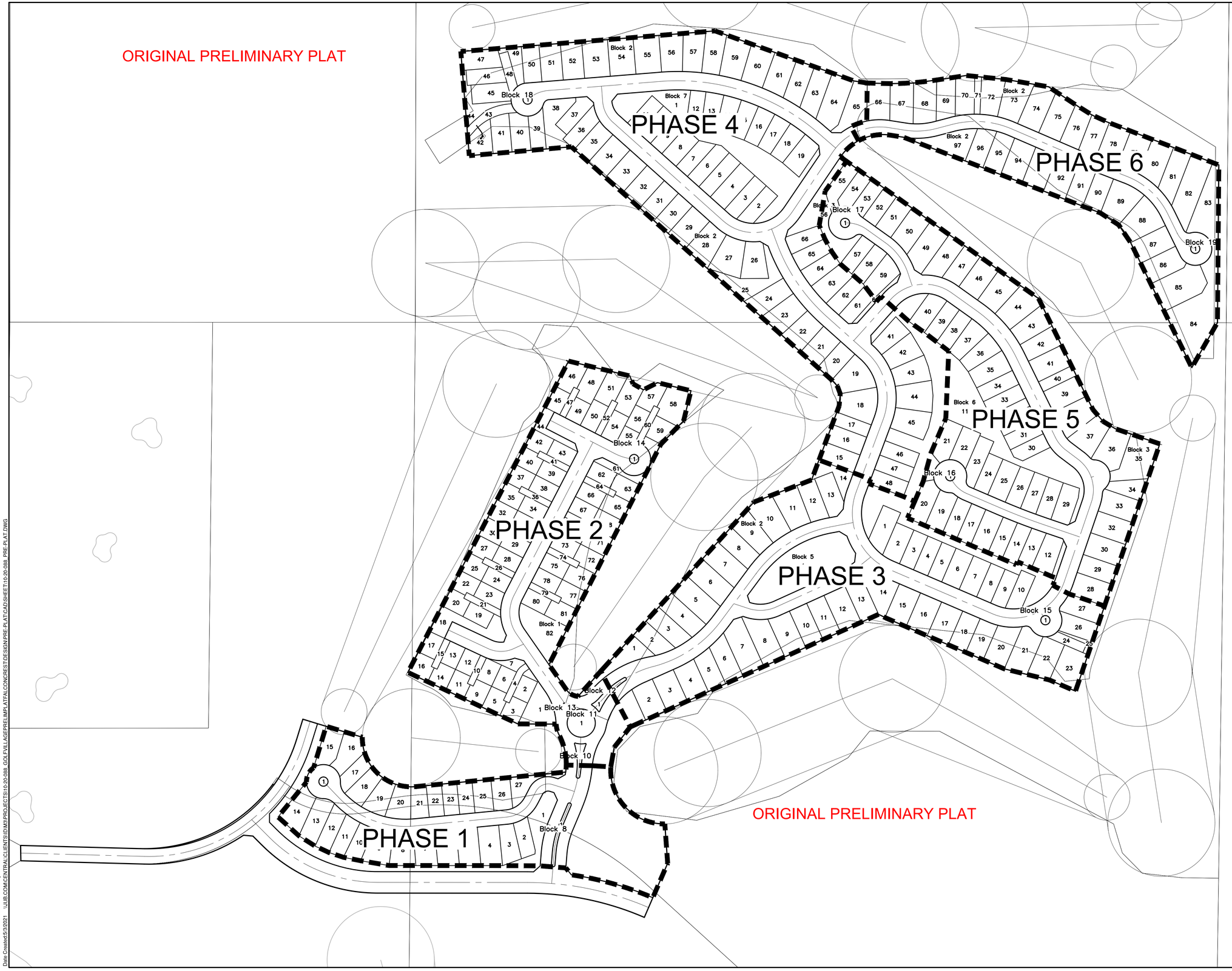
UTILITY PLAN

FILE : 10-20-088_PRE-UTILITY
JUB PROJ. # : 10-20-088
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DESIGN BY: ----
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ONE INCH
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LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-09

Plot Date:5/3/2021 11:56 AM Plotted By: Everett Earnest
Date Created:4/7/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-UTILITY.DWG

ORIGINAL PRELIMINARY PLAT



N

0 150 300

SCALE IN FEET

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
2760 W. Excursion Ln.
Suite 400
Meridian, ID 83642

Phone: 208.376.7330
www.jub.com

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

PHASING PLAN

FILE : 10-20-088_PRE-PLAT
JUB PROJ. # : 10-20-088
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ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-10

Plot Date:5/3/2021 12:00 PM Plotted By: Everett Earnest
Date Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLATFALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

PRELIMINARY PLAT FOR

FALCON CREST GOLF VILLAGE SUBDIVISION

SITUATE IN THE NORTH HALF OF SECTION 22 AND THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN,

KUNA, IDAHO

2021

UPDATED PRELIMINARY PLAT

Line Table		
Line #	Direction	Length
L1	N44°57'42"W	41.37'
L2	N84°57'01"W	30.65'
L3	N00°59'11"W	50.05'
L4	S53°10'16"E	54.12'
L5	N17°10'02"E	70.35'
L6	S73°11'27"E	152.74'
L7	N89°48'26"W	124.88'
L8	S76°22'08"E	205.71'
L9	S22°21'18"E	27.82'
L10	S59°52'20"E	38.96'
L11	N63°22'40"E	51.96'
L12	S76°22'08"E	111.98'

Line Table		
Line #	Direction	Length
L13	S13°37'52"W	100.70'
L14	S44°14'33"W	106.74'
L15	S63°05'48"E	41.32'
L16	S34°49'22"E	130.00'
L17	S47°50'37"E	19.10'
L18	N68°59'10"E	201.65'
L19	N20°25'28"E	257.90'
L20	N05°05'23"E	39.67'
L21	N20°29'54"W	26.70'
L22	N42°33'48"W	27.15'
L23	S81°44'04"E	47.65'
L24	S88°25'14"E	75.00'

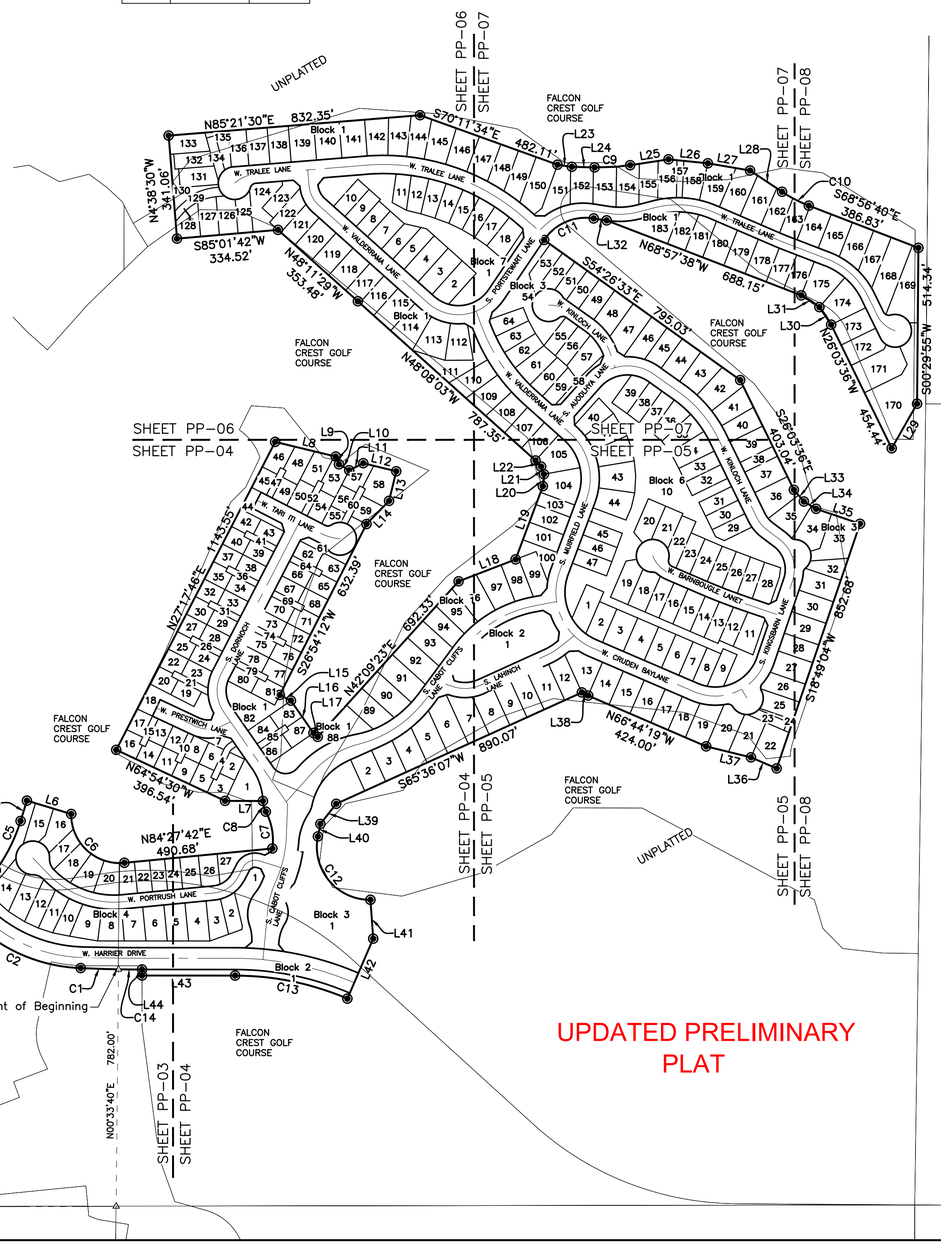
Line Table		
Line #	Direction	Length
L25	N81°17'32"E	127.91'
L26	S84°14'04"E	130.32'
L27	S80°16'59"E	141.41'
L28	S56°23'27"E	126.88'
L29	S29°38'46"W	169.35'
L30	N33°59'09"W	69.61'
L31	N56°51'57"W	71.24'
L32	N81°02'06"W	43.04'
L33	S40°34'22"E	50.84'
L34	S59°06'42"E	47.06'
L35	S71°10'56"E	153.00'
L36	N66°44'19"W	92.38'

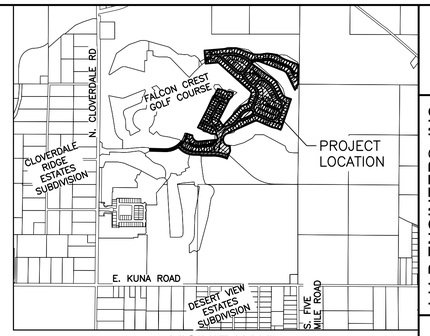
Line Table		
Line #	Direction	Length
L37	N76°12'04"W	152.07'
L38	N62°55'44"W	23.17'
L39	S38°17'57"W	84.26'
L40	S11°13'36"W	42.13'
L41	S04°07'57"E	128.56'
L42	S23°19'33"W	215.43'
L43	N89°57'42"W	307.21'
L44	N00°02'18"E	20.00'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	124.76'	8622.89'	0°49'44"	N88°07'53"W	124.76'
C2	401.16'	535.00'	42°57'45"	N66°26'35"W	391.83'
C3	343.25'	555.00'	35°26'09"	S73°48'41"W	337.81'
C4	501.22'	525.00'	54°42'02"	N64°10'45"E	482.40'
C5	183.06'	555.00'	18°53'53"	N26°36'59"E	182.23'
C6	268.64'	160.00'	96°11'57"	S47°26'19"E	238.18'
C7	125.27'	200.00'	35°53'15"	N10°05'28"W	123.23'
C8	36.96'	82.00'	25°49'21"	N15°07'25"W	36.64'
C9	118.05'	657.50'	10°17'14"	N86°26'09"E	117.89'
C10	100.24'	457.50'	12°33'13"	S62°40'04"E	100.04'
C11	188.22'	166.26'	64°51'52"	S66°31'58"W	178.33'
C12	310.84'	175.00'	101°46'15"	S39°39'32"E	271.56'
C13	380.65'	943.00'	23°07'41"	N78°23'52"W	378.07'
C14	77.79'	4335.51'	1°01'41"	N89°42'04"W	77.79'

SHEET INDEX

SHEET NUMBER	SHEET TITLE
PP-01	BOUNDARY AND PROJECT INFORMATION
PP-02	SURROUNDING LAND USE AND LOT TABLES
PP-03	EXISTING AND PROPOSED CONDITIONS
PP-04	EXISTING AND PROPOSED CONDITIONS
PP-05	EXISTING AND PROPOSED CONDITIONS
PP-06	EXISTING AND PROPOSED CONDITIONS
PP-07	EXISTING AND PROPOSED CONDITIONS
PP-08	EXISTING AND PROPOSED CONDITIONS
PP-09	UTILITY PLAN
PP-10	PHASING PLAN





VICINITY MAP

SCALE: 1"=2000'

BOUNDARY LEGEND

- Subdivision Boundary Line
- Section Line
- Center Line
- Right-of-way Line
- Existing Parcel Line
- Section Corner
- Quarter-Section Corner
- Property Corner
- Calculated Point

LAND USE SUMMARY

TOTAL AREA:	86.90 AC.
TOTAL LOTS:	352 LOTS
RESIDENTIAL LOTS:	291 LOTS
COMMON AREA LOTS:	43 LOTS
COMMON DRIVEWAY LOTS:	18 LOTS
RESIDENTIAL DENSITY:	3.38 DU/AC
RESIDENTIAL COMMON AREA:	13.29 AC. (15.4%)
AVERAGE LOT SIZE:	7,567 S.F.
SMALLEST LOT:	4,613 S.F.
EXISTING ZONES:	R-6, R-12

NOTES:

1. CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD '88 DATUM.
2. THE STREETS WITHIN THIS DEVELOPMENT ARE A COMBINATION OF PUBLIC AND PRIVATE STREETS. THE PUBLIC STREET SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA COUNTY HIGHWAY DISTRICT (ACHD) STANDARDS FOR PUBLIC STREETS WITH A MINIMUM GRADIENT OF 0.40%. THE PRIVATE STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF KUNA SPECIFICATIONS.
3. ALL LOTS ARE RESIDENTIAL BUILDING LOTS EXCEPT LOTS 1, 7, 18, 44, 55, 61, 82, 88, 100, 103, 111, 124, 128, 130, 135, 151, 157, 170, 183, BLOCK 1, LOT 1, BLOCK 2, LOTS 1, 24, 32, 38, 54, 58, BLOCK 3, LOTS 1, 27, BLOCK 4, LOT 1, BLOCK 5, LOT 10, BLOCK 6, WHICH ARE COMMON AREA\DRAINAGE STORAGE LOTS. LOTS 4, 10, 15, 21, 26, 31, 36, 41, 47, 52, 60, 64, 69, 74, 79, 129, 134, BLOCK 1, LOT 24, BLOCK 3 ARE COMMON DRIVEWAY LOTS.
4. STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE STORAGE FACILITIES.
5. PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION.
6. THIS SUBDIVISION WILL RECEIVE PRESSURIZED IRRIGATION FOR COMMON LOTS AND THE GOLF COURSE FROM EXISTING IRRIGATION WELLS. THE INDIVIDUAL LOTS WILL RECEIVE PRESSURE IRRIGATION FROM THE DOMESTIC WATER SUPPLY WELLS ON SITE. THE CONSTRUCTED PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED AND OPERATED BY THE HOME OWNERS ASSOCIATION AND GOLF COURSE.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
8. DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE CITY OF KUNA.
9. SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF KUNA.
10. IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHERE THEY CROSS ROADWAYS WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT-OF-WAY.
11. LANDSCAPED COMMON LOTS ARE LOCATED THROUGHOUT THE PROJECT AND ARE IDENTIFIED ON THE PLAN. THESE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
12. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT WITH THE CITY OF KUNA.
13. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN AFFECT AT THE TIME OF THE RE-SUBDIVISION.
14. THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
15. A STORMWATER DRAINAGE EASEMENT SHALL BE RESERVED ON THE DRAINAGE LOTS FOR THE BENEFIT OF ACHD. LANDSCAPING OVER SAID LOTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND ACHD SHALL PROVIDE HEAVY MAINTENANCE OF THE STORM DRAINAGE FACILITIES AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR GOLF VILLAGE SUBDIVISION.
16. THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP NO. 16001C0425 H, COMMUNITY PANEL NO. 0425, WHICH BEARS AN EFFECTIVE DATE OF OCTOBER 2, 2003 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

FIRE DISTRICT:
KUNA FIRE DISTRICT
150 W. BOISE STREET
KUNA, ID 83634
PHONE: (208) 922-1144

SCHOOL DISTRICT:
KUNA SCHOOL DISTRICT
711 E. PORTER STREET
KUNA, ID 83634
PHONE: (208) 922-1000

SEWER & WATER:
CITY OF KUNA
6950 S TEN MILE RD
MERIDIAN, ID. 83634
PHONE: (208) 287-1729 (SEW)
PHONE: (208) 287-1725 (WAT)

POWER:
IDAHO POWER
JESS POWELL
1221 W. IDAHO STREET
BOISE, ID. 83702
PHONE: (208) 388-6399

0 250 500

SCALE IN FEET

OWNER
FALCON CREST LLC
2528 N. CLOVERDALE RD.
BOISE, ID 83713

OWNER
M3 ID VALOR GOLF VILLAS LLC
7033 E. GREENWAY PKWY
STE 100
SCOTTSDALE, AZ 85254

OWNER
FALCON CREST HOLDINGS LLC
7033 E. GREENWAY PKWY
STE 100
SCOTTSDALE, AZ 85254

OWNER
FALCON CREST CLUB
PARTNERS LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

IRRIGATION DISTRICT:
BOISE PROJECT BOARD OF CONTROL
2465 OVERLAND ROAD
BOISE, ID 83705
PHONE: (208) 344-1141

ROADWAYS
ADA COUNTY HIGHWAY DISTRICT
1301 N. ORCHARD ST
BOISE, ID. 83706
PHONE: (208) 387-6100

DEVELOPER
M3 COMPANIES
1087 W. RIVER STREET
SUITE #310
BOISE, IDAHO 83702
208-939-6263
MARK TATE

CIVIL ENGINEER
MATT PRICE, P.E.
J-U-B ENGINEERS, INC.
2760 W. EXCURSION LN.
STE. 400
MERIDIAN, ID 83642
208-869-2545

LAND SURVEYOR
TIMOTHY HARRIGAN, P.L.S.
J-U-B ENGINEERS, INC.
2760 W. EXCURSION LN.
STE. 400
MERIDIAN, ID 83642
208-376-7330

BOUNDARY CERTIFICATION

PROFESSIONAL LAND SURVEYOR LICENSED 17665 STATE OF IDAHO TIMOTHY HARRIGAN

LEGEND

EXISTING		PROPOSED
S	SANITARY SEWER LINE	S S
	SANITARY SEWER FORCE MAIN	FM
W	WATER LINE	W W
IRR	GRAVITY IRRIGATION PIPE	IRR
PRR	PRESSURE IRRIGATION LINE	PRR
SD	STORM DRAIN LINE	SD SD SD
	CENTERLINE	
	LOT LINE	
	6" VERTICAL CURB & GUTTER	
	ROLLED CURB & GUTTER	
	5' SIDEWALK	
	SEWER MANHOLE	
	DITCH FLOW LINE	
	IRRIGATION MANHOLE	
	STREET LIGHT	
	TREE DECIDUOUS	
	TREE CONIFER	
EP	EDGE OF PAVEMENT	EP EP
	GAS LINE	
	FENCE LINE	
	FIRE HYDRANT	
2650	5' CONTOUR LINE	
2651	1' CONTOUR LINE	
	SEWER FLOW DIRECTION	S S
	FORCE MAIN FLOW DIRECTION	FM
	DRAINAGE FACILITY	SD

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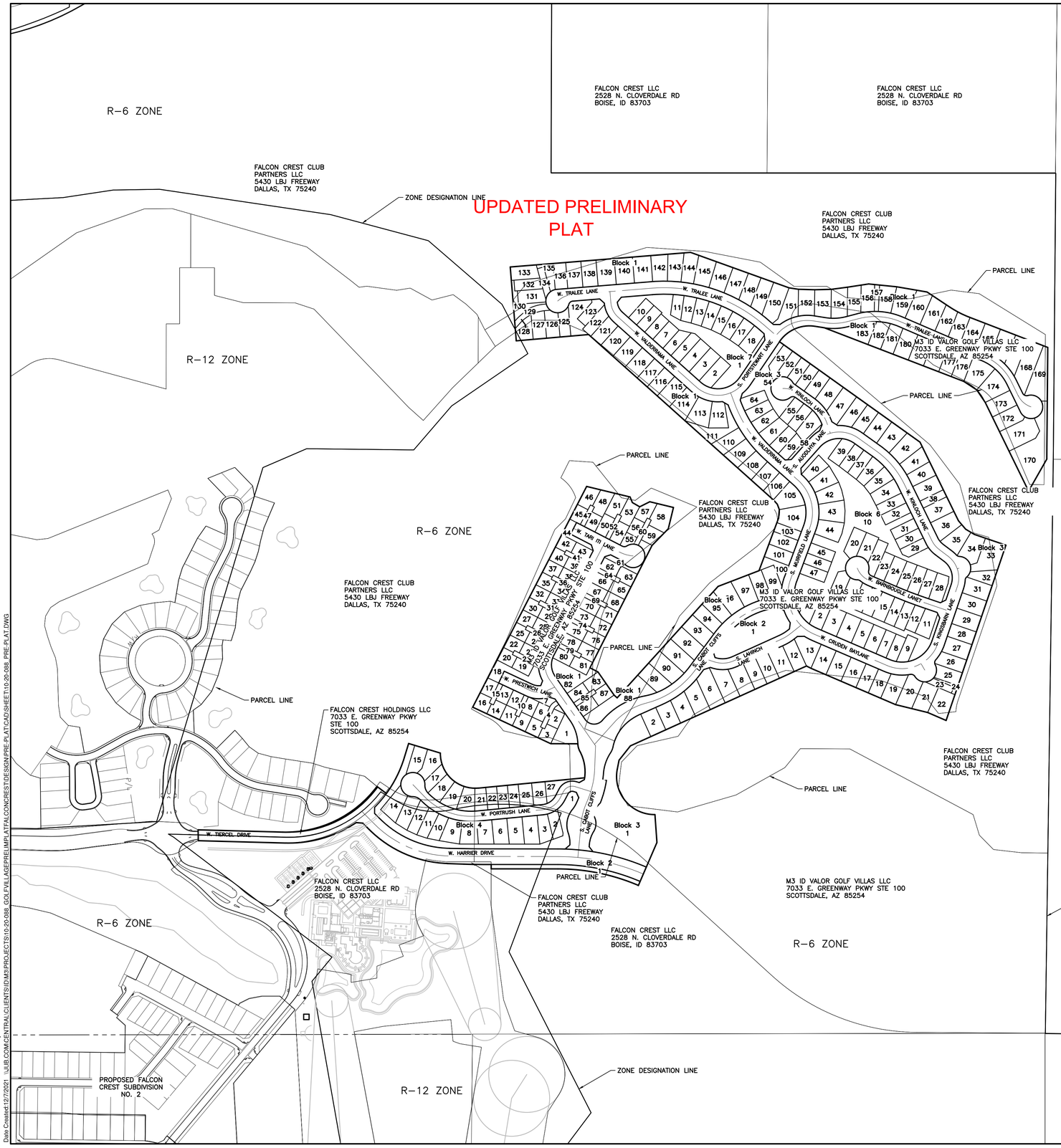
FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

BOUNDARY AND PROJECT INFORMATION

FILE : 10-20-088 PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
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ONE INCH
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LAST UPDATED: 12/7/2021

SHEET NUMBER:
PP-01

Plot Date:12/7/2021 2:47 PM Plotted By: Everett Earnest
Date Created:12/7/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLF\VILLAGE\PRELIM\PLAT\FALCON\CREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG



Parcel Area Table			
BLOCK NUMBER	LOT NUMBER	AREA (ACRES)	LOT USE
1	103	0.12 ac.	Common Lot
1	61	0.14 ac.	Common Lot
1	82	0.34 ac.	Common Lot
1	18	0.28 ac.	Common Lot
1	44	0.12 ac.	Common Lot
1	157	0.06 ac.	Common Lot
1	183	0.26 ac.	Common Lot
1	55	0.07 ac.	Common Lot
1	100	0.15 ac.	Common Lot
1	88	0.48 ac.	Common Lot
1	1	0.25 ac.	Common Lot
1	7	0.05 ac.	Common Lot
1	111	0.28 ac.	Common Lot
1	128	0.16 ac.	Common Lot
1	124	0.25 ac.	Common Lot
1	135	0.11 ac.	Common Lot
1	151	0.24 ac.	Common Lot
1	170	0.70 ac.	Common Lot
1	130	0.15 ac.	Common Lot
2	1	0.97 ac.	Common Lot
3	24	0.04 ac.	Common Lot
3	32	0.14 ac.	Common Lot
3	38	0.10 ac.	Common Lot
3	54	0.45 ac.	Common Lot
3	58	0.06 ac.	Common Lot
4	27	0.15 ac.	Common Lot
6	10	2.94 ac.	Common Lot
7	1	1.22 ac.	Common Lot

Parcel Area Table			
BLOCK NUMBER	LOT NUMBER	AREA (ACRES)	LOT USE
1	21	0.06 ac.	Shared Driveway
1	60	0.06 ac.	Shared Driveway
1	52	0.06 ac.	Shared Driveway
1	134	0.09 ac.	Shared Driveway
1	129	0.11 ac.	Shared Driveway
1	4	0.07 ac.	Shared Driveway
1	10	0.05 ac.	Shared Driveway
1	15	0.05 ac.	Shared Driveway
1	26	0.05 ac.	Shared Driveway
1	31	0.05 ac.	Shared Driveway
1	36	0.05 ac.	Shared Driveway
1	41	0.05 ac.	Shared Driveway
1	47	0.05 ac.	Shared Driveway
1	64	0.05 ac.	Shared Driveway
1	69	0.05 ac.	Shared Driveway
1	74	0.05 ac.	Shared Driveway
1	79	0.05 ac.	Shared Driveway
3	23	0.08 ac.	Shared Driveway

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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

SURROUNDING LAND USE AND LOT TABLES

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UPDATED PRELIMINARY PLAT

N

0 60 120

SCALE IN FEET

PROPOSED ROBINHOOD SUBDIVISION

CURB BUMP OUTS AND STAMPED CROSSWALK TO DENOTE CHANGE TO PRIVATE ROAD

CONNECT TO EXISTING WATER

CONNECT TO EXISTING PRESSURE IRRIGATION

W. TIERCEL DRIVE

W. PORTRUSH LANE

W. HARRIER DRIVE

FALCON CREST GOLF COURSE

GOLF CART CROSSING (SEE SHEET PP-08)

STUB PRESSURE IRRIGATION FOR FUTURE CONNECTION

SHEET PP-03
SHEET PP-04

PROPOSED ROAD

PROPOSED CLUBHOUSE FACILITIES

UNPLATTED

11 4613 | 10 6252 | 9 8611 | 8 8050 | 7 7701 | 6 8113 | 5 8592
12 7235 | 13 9214 | 14 9863
15 7504 | 16 8563 | 17 6031 | 18 7179 | 19 7548 | 20 7370 | 21 5771 | 22 5200 | 23 5200 | 24 5200

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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

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PP-03

Plot Date:12/8/2021 11:56 AM Plotted By: Everett Earnest
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UPDATED PRELIMINARY PLAT

UPDATED PRELIMINARY PLAT

SHEET PP–05
SHEET PP–04

SHEET PP–06
SHEET PP–04

SHEET PP–04
SHEET PP–03

UNPLATTED

FALCON CREST GOLF COURSE

COMMON LOT

S. CABOT CLIFFS LANE

S. DORNOCH LANE

W. PRESTWICH LANE

W. TARTAN LANE

W. FORTRUSH LANE

W. HARRIER DRIVE

Block 1
88 21008

Block 2
1

Block 3
1

Block 4
1

Block
86 4802

GOLF CART CROSSING (SEE SHEET PP–08)

PARKING FOR PARK

SEWER LINE FOR FUTURE CONNECTION

PRESSURE IRRIGATION FOR FUTURE CONNECTION

SEWER LINE CONNECTION (SEE SHEET PP–09)

STUB PRESSURE IRRIGATION FOR FUTURE CONNECTION

0 60 120

SCALE IN FEET

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PROFESSIONAL ENGINEER
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STATE OF IDAHO
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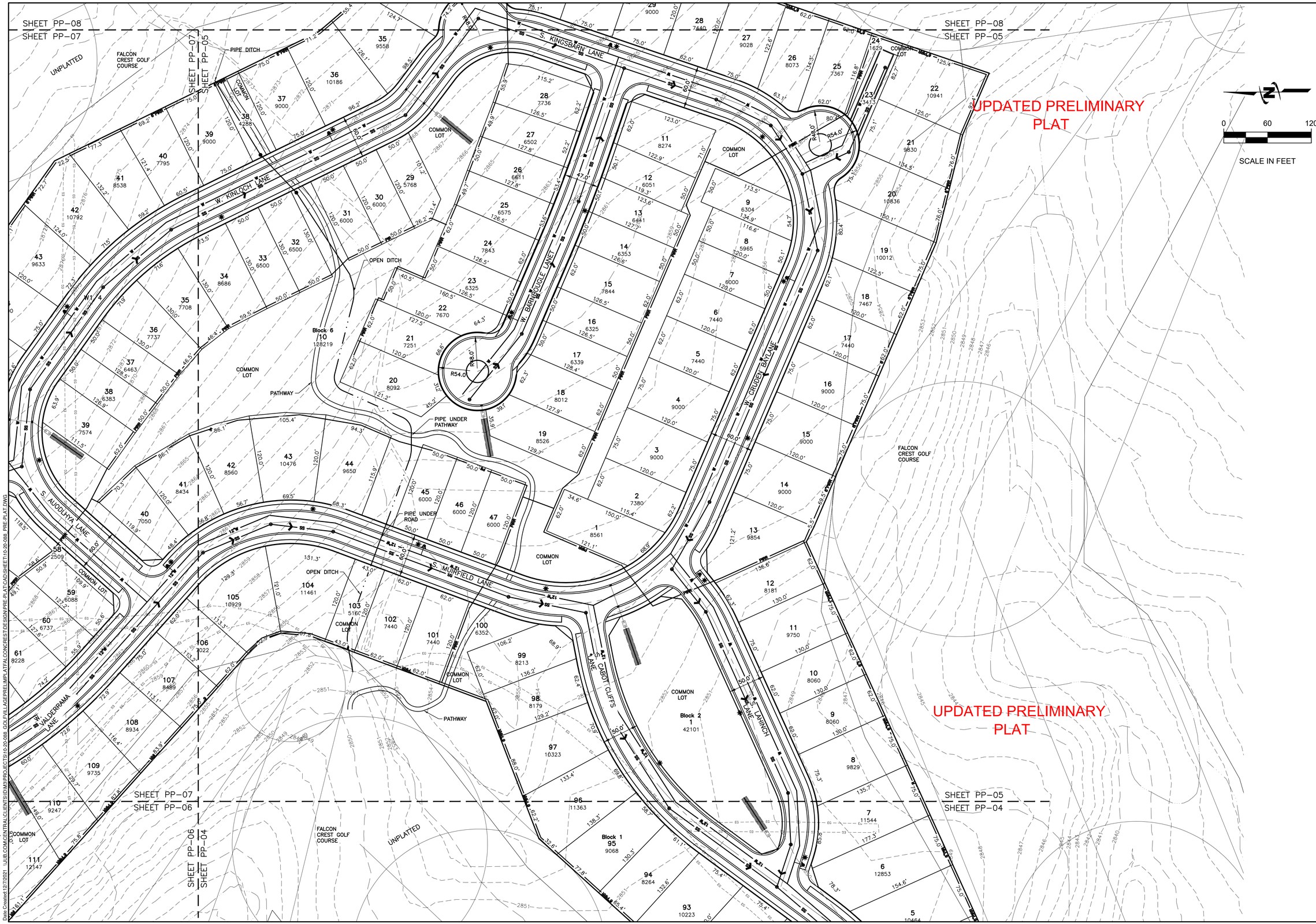
FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

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JUB PROJ. # : 10-20-088
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SHEET NUMBER:
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Plot Date:12/7/2021 2:49 PM Plotted By: Everett Earnest
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Suite 400
Meridian, ID 83642
Phone: 208.376.7330
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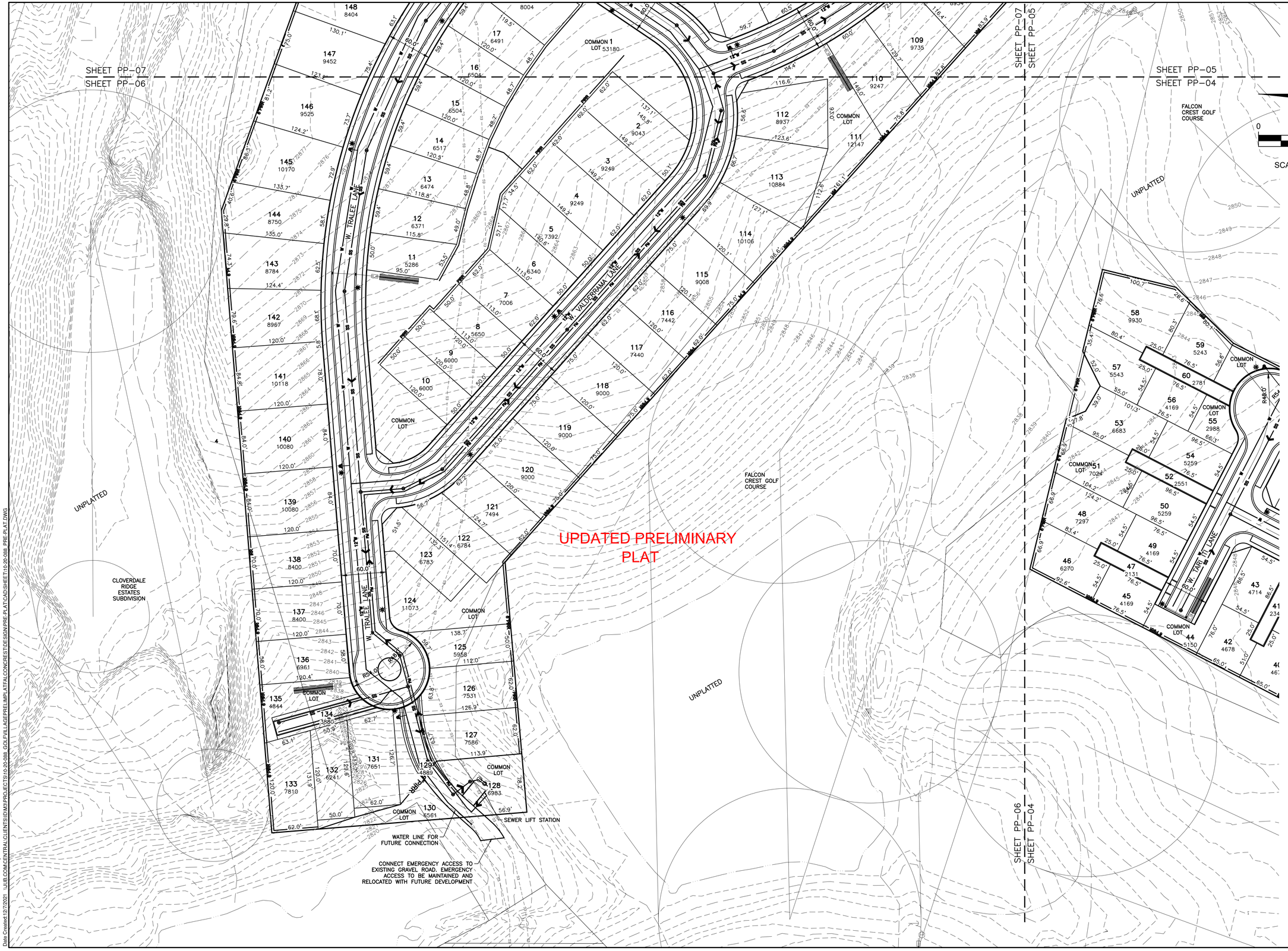
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KUNA, IDAHO

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LAST UPDATED: 12/7/2021

SHEET NUMBER:
PP-06

SHEET PP-08
SHEET PP-07

SHEET PP-08
SHEET PP-05

SHEET PP-07
SHEET PP-06

SHEET PP-07
SHEET PP-05

SHEET PP-05
SHEET PP-04

0 60 120
SCALE IN FEET

UPDATED PRELIMINARY PLAT

UNPLATTED

FALCON CREST GOLF COURSE

CLOVERDALE RIDGE ESTATES SUBDIVISION

W. TRALEE LANE

S. KINLOCH LANE

S. AUDOLIHA LANE

S. PORTSTEWART LANE

W. VALDERRAMA LANE

S. MUIRFIELD LANE

COMMON LOT

PIPE DITCH

OPEN DITCH

PATHWAY

PIPE UNDER PATHWAY

PIPE UNDER ROAD

GOLF CART CROSSING (SEE SHEET PP-08)

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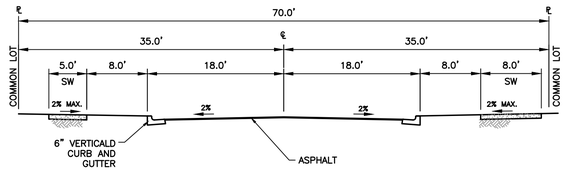
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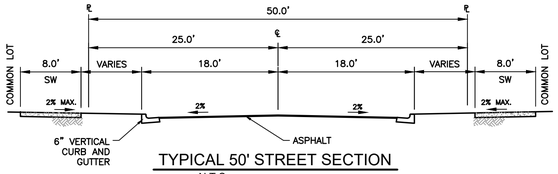
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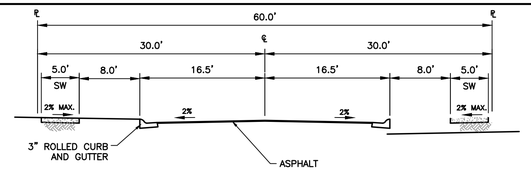
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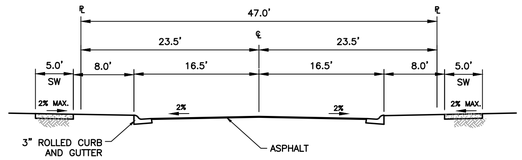
TYPICAL 70' STREET SECTION
N.T.S.



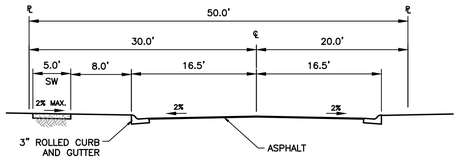
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N.T.S.



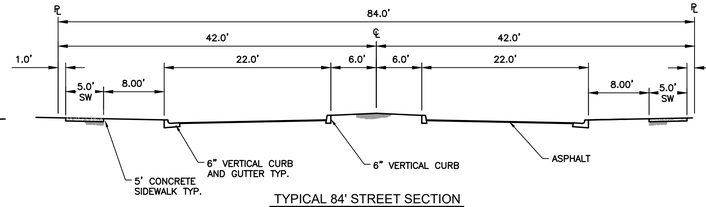
TYPICAL 60' STREET SECTION DETACTHED
N.T.S.



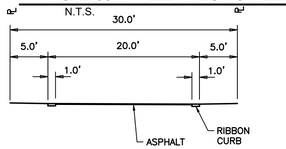
TYPICAL 47' STREET SECTION DETACTHED
N.T.S.



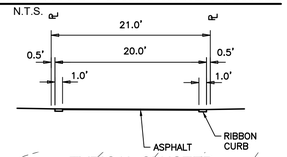
TYPICAL 50' STREET SECTION DETACTHED ONE SIDE
N.T.S.



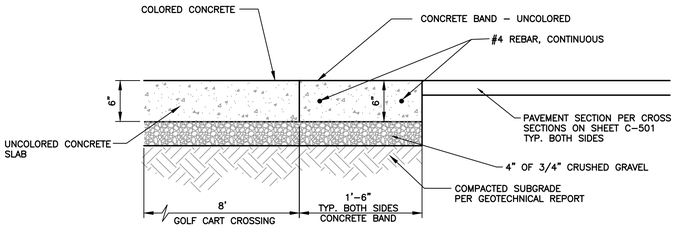
TYPICAL 84' STREET SECTION
N.T.S.



TYPICAL SHARED DRIVEWAY SECTION
N.T.S.



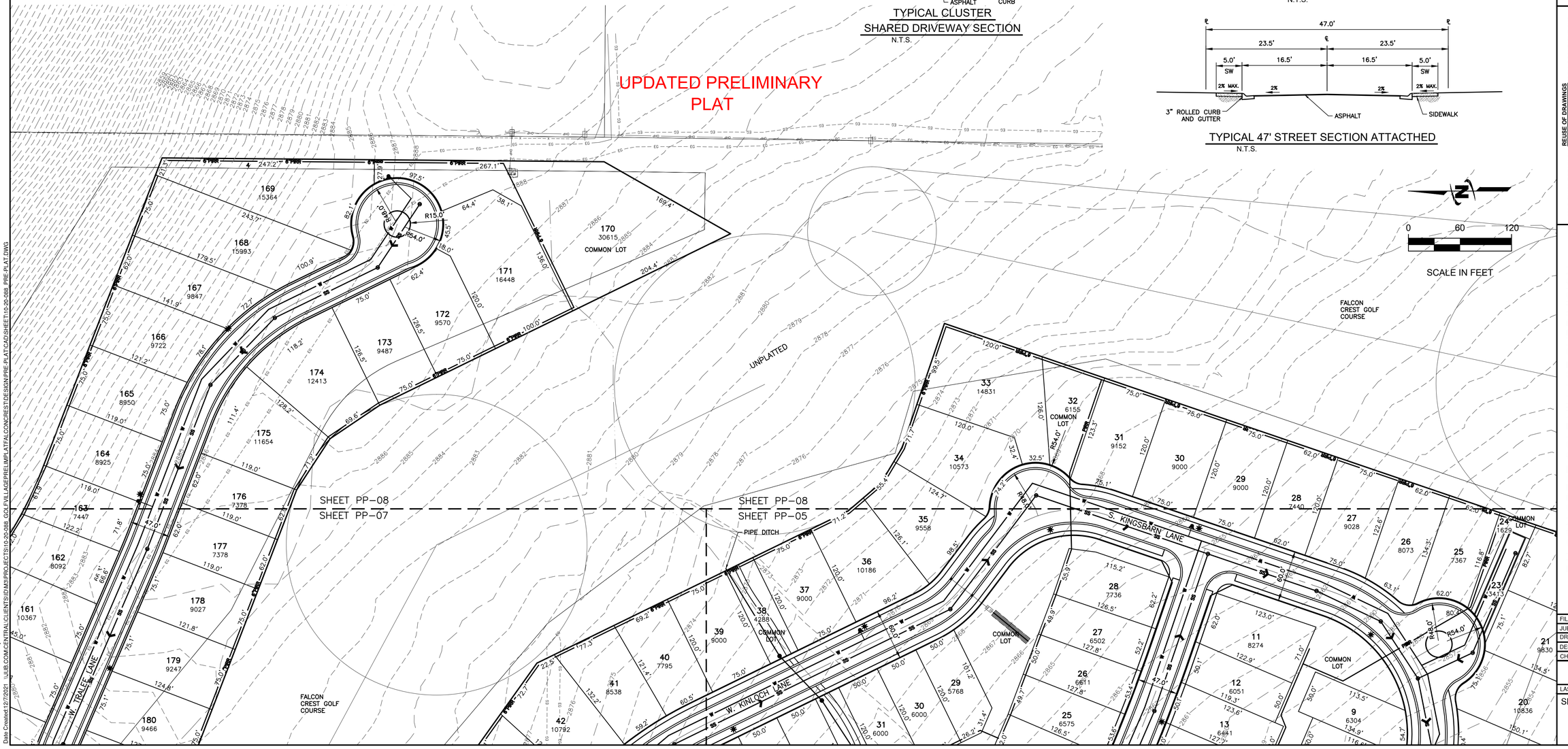
TYPICAL CLUSTER SHARED DRIVEWAY SECTION
N.T.S.



GOLF CART CROSSING
N.T.S.

TYPICAL 47' STREET SECTION ATTACHED
N.T.S.

UPDATED PRELIMINARY PLAT



0 60 120
SCALE IN FEET

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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

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UPDATED PRELIMINARY PLAT

EG 2888.4
SSMH G9-23-END
STA: 66+90
8" = 2881.4

EG 2868.9
SSMH 5-5A19-7A-10
STA: 67+37
8" (S) = 2854.2
8" (W) = 2854.3

EG 2864.8
SSMH 5-5A19-7A-9
STA: 65+27
8" (S) = 2852.0
8" (N-W) = 2852.1

EG 2856.8
SSMH 5-5A19-7A-6
STA: 62+27
8" (W) = 2850.4
8" (N) = 2850.5

EG 2872.2
SSMH -END
STA: 80+07
8" = 2866.6

EG 2859.9
SSMH
5-5A19-7A9-3
STA: 70+32
8" = 2854.6

EG 2853.7
SSMH 5-5A19-7A-3
STA: 56+37
8" (S) = 2847.4
8" (E) = 2847.5

EG 2876.4
SSMH -END
STA: 13+084
8" = 2867.4

EG 2854.3
SSMH 5-5A19-10
STA: 56+37
8" (S) = 2848.4
8" (N) = 2848.5

EG 2850.6
SSMH 5-5A19-7
STA: 51+57
8" (S) = 2841.3
8" (N-E) = 2841.4

EG 2865.5
SSMH 5-5A19-16
STA: 66+82
8" (E) = 2858.3
8" (N) = 2858.4

EG 2862.7
SSMH G-99-5-END
STA: 12+94
8" = 2854.4

EG 2846.7
SSMH 5-5A193-A6
STA: 56+97
8" = 2837.8

EG 2838.8
SSMH 5-5A19-3
STA: 44+97
10" (N) = 2831.6
8" (W) = 2831.8

EG 2854.7
SSMH G9-9
STA: 4+66
8" (W) = 2844.1
8" (S-E) = 2844.2

EG 2829.1
LIFT STATION
STA: 1+00
8" = 2825.00

EG 2842.5
SSMH 5-5A-19
STA: 44+37
18" (W) = 2828.9
18" (E) = 2829.0
10" (N) = 2829.7

EG 2839.7
SSMH 5-5A193-B3
STA: 50+37
8" = 2834.6

EG 2829.0
SSMH 5-5A-15
STA: 35+80
18" (W) = 2820.8
18" (N) = 2820.9

EG 2818.1
SSMH 5-5A-4
STA: 16+23
18" (S) = 2804.3
18" (N) = 2804.4

EG 2826.1
SSMH 5-5A-7
STA: 24+43
18" (S) = 2812.0
18" (N) = 2812.1

EG 2824.9
SSMH 5-5
STA: 9+67
18" (W) = 2798.0
18" (N) = 2798.1

EG 2809.5
RIM: 2807.05
8" IN: 2789.49 (N)
18" IN: 2788066 (S)
21" OUT: 2788041 (W)

PROPOSED CLUBHOUSE FACILITIES

PROPOSED ROBINHOOD SUBDIVISION NO. 1

PROPOSED FALCON CREST SUBDIVISION NO. 2

PROPOSED FALCON CREST SUBDIVISION NO. 1

CONNECT TO EXISTING SEWER

0 100 200
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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

UTILITY PLAN

FILE: 10-20-088 PRE-UTILITY
JUB PROJ. #: 10-20-088
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UPDATED PRELIMINARY PLAT

PHASE 1

PHASE 2

PHASE 3

PHASE 4

PHASE 5

PHASE 6

UPDATED PRELIMINARY PLAT

N

0 150 300

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PHASING PLAN

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After Recording Return To:

Robert D. Burton
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
email: rburton@winstead.com

VALOR
TRACT DECLARATION
[*RESIDENTIAL*]

City of Kuna, County of Ada, State of Idaho

Declarant: **M3 ID VALOR GOLF VILLAS, LLC**, an Arizona limited liability company

NOTE: NO PORTION OF THE ANNEXABLE LAND DESCRIBED ON EXHIBIT "A" OF THE COVENANT (DEFINED HEREIN) IS SUBJECT TO THE TERMS OF THIS TRACT DECLARATION UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE ANNEXABLE LAND IS RECORDED IN THE OFFICIAL RECORDS OF ADA COUNTY, IDAHO, IN ACCORDANCE WITH *SECTION 10.04* BELOW.

Cross reference to that certain Valor Maintenance Covenant, recorded as Document No. _____ in the Official Records of Ada County, Idaho.

VALOR
TRACT DECLARATION
[*RESIDENTIAL*]

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VALOR
TRACT DECLARATION
[*RESIDENTIAL*]

This Valor Tract Declaration [*Residential*] (the "**Tract Declaration**") is made by **M3 ID VALOR GOLF VILLAS, LLC**, an Arizona limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. **M3 ID FALCON CREST, LLC**, an Arizona limited liability company (the "**VMC Declarant**"), previously Recorded that certain Valor Maintenance Covenant, recorded as Document No. _____ in the Official Records of Ada County, Idaho (the "**Covenant**"). The VMC Declarant executes this Tract Declaration to evidence its consent to the terms and provisions herein.

B. Pursuant to the Covenant, the VMC Declarant served notice that portions of the Annexable Land may be made subject to one or more Tract Declarations upon the Recording of one or more Notices of Applicability in accordance with *Section 12.05* of the Covenant, and once such Notices of Applicability have been Recorded, the portions of the Annexable Land described therein will constitute a Tract and will be governed by and fully subject to the Tract Declaration in addition to the Covenant.

C. Upon the further Recording of one or more Notices of Applicability, portions of the Annexable Land identified in such notice or notices will be subject to the terms and provisions of this Tract Declaration. The Annexable Land made subject to the terms and provisions of this Tract Declaration will be referred to herein as the **"Tract."**

A Tract is a portion of Valor which is subject to the terms and provisions of the Covenant. A Tract Declaration includes specific restrictions which apply to the Tract, in addition to the terms and provisions of the Covenant.

NOW, THEREFORE, it is hereby declared that: (i) all of the Tract will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Tract and will be binding upon all parties having right, title, or interest in or to such portions of the Tract, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) each contract or deed conveying the Tract which is made subject to this Tract Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) this Tract Declaration

will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1
DEFINITIONS

Any capitalized terms used but not defined in this Tract Declaration will have the meanings given to such terms in the Covenant. Unless the context otherwise specifies or requires, the following words and phrases when used in this Tract Declaration will have the meanings hereinafter specified:

"Articles" means the Articles of Incorporation of the Association, filed with the Secretary of State for the State of Idaho, as the same may be amended from time to time.

"Assessment" or **"Assessments"** means assessments levied by the Association under this Tract Declaration.

"**Assessment Unit**" has the meaning set forth in *Section 6.09(b)*.

"**Association**" means the Valor Community Association, Inc., an Idaho nonprofit corporation, which will be created by Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Tract Declaration. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Tract Declaration, the Articles, the Bylaws, and Applicable Law.

"Benefited Common Area" means any interest in real property or improvements which is designated by Declarant in a Notice of Applicability Recorded pursuant to *Section 10.04* and in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Benefited Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Benefited Common Area Assessments attributable thereto, to one or more, but less than all of the Lots or Owners, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability or other written notice will identify the Lots or Owners assigned to such Benefited Common Area and further indicate whether the Benefited Common Area is assigned to such parties for the purpose of exclusive use and the payment of Benefited Common Area Assessments, or only for the purpose of paying Benefited Common Area Assessments attributable thereto. By way of illustration and not limitation, Benefited Common Area may include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

"Benefited Common Area Expenses" means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Benefited Common Area, which may include a reasonable reserve for capital repairs and replacements.

"Board" means the Board of Directors of the Association.

"**Bulk Rate Contract" or "Bulk Rate Contracts**" means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, "broadband" services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Tract.

"**Bylaws**" means the bylaws of the Association, which may be initially adopted by Declarant or the Board of the Association as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended, from time to time, by the Declarant until expiration or termination of the Development Period. During the Development Period, Declarant must approve any amendment to the Bylaws. After the Development Period, a Majority of the Board may amend the Bylaws.

"Common Area" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by the Declarant for the benefit of the Association or its Members. No portion of the Tract may be designated as Common Area or otherwise conveyed or transferred to the Association without the advance written consent of Declarant during the Development Period, and thereafter a Majority of the Board. If requested by the Declarant, the Association will execute any instrument or document required by any applicable governmental authority to evidence the Association's acceptance of all or any portion of the Tract for maintenance. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Tract being held by the Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Tract identified therein will be considered Common Area for the purpose of this Tract Declaration. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

"**Community Manual**" means the community manual, which may be initially adopted by the Declarant as part of the initial project documentation for the benefit of the Association. The Community Manual may include the Articles, the Bylaws, Rules and other policies governing the Association. The Community Manual may be amended or supplemented, from

time to time, by the Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

"**Community Systems**" means any and all irrigation systems, cable television, telecommunications, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennas, satellite dishes, equipment, materials and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by the Declarant pursuant to any grant of easement or authority by the Declarant within the Subject Property and/or the Tract.

"Declarant" means **M3 ID VALOR GOLF VILLAS, LLC**, an Arizona limited liability company, its successors or assigns. Notwithstanding any provision in this Tract Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Tract Declaration to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Tract Declaration.

"Development Period" means the period of time beginning on the date when this Tract Declaration has been Recorded, and ending fifty (50) years thereafter, unless earlier terminated by a Recorded instrument executed by the Declarant. The Development Period is for a term of years and does not require that Declarant own any portion of the Subject Property or Annexable Land.

"Documents" means, singularly or collectively, as the case may be, this Tract Declaration, the Covenant, any applicable Notice of Applicability, Design Guidelines, and the Club Documents, as each may be amended and/or supplemented from time to time, as well as the Articles, the Bylaws, the Community Manual and any Rules and Board resolutions promulgated by VMC pursuant to the Covenant and/or the Association pursuant to this Tract Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of a Document. See *Table 1* at the end of this Article for a summary of the Documents.

"**VMC**" means the Valor Maintenance Corporation, an Idaho nonprofit corporation.

"**VMC Assessments**" means any assessment levied by VMC, pursuant to the Covenant or other Applicable Law.

"**VMC Board**" means the Board of Directors of VMC.

"Lot" means any portion of the Tract designated by Declarant in a Recorded instrument or as shown as a subdivided Lot on a Plat other than Common Area or Benefited Common Area.

"**Manager**" has the meaning set forth in *Section 3.08(h)*.

"**Members**" means every person or entity that holds membership privileges in the Association.

"Mortgage" or **"Mortgages"** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

"Mortgagee" or **"Mortgagees"** means the holder(s) of any Mortgage(s).

"Occupant" means a resident, occupant, tenant, or other similar non-Owner of a Lot.

"Owner" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot and in no event shall mean any Occupant. Mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners.

"Plat" means a Recorded subdivision plat of any portion of the Tract, and any amendments thereto.

"Representative System of Voting" means the method of voting which may be established by Declarant pursuant to *Section 3.06* below.

"**Residential Developer**" refers to any Owner who acquires raw land, one or more Lots, or any portion of the Tract for the purpose of resale to a Homebuilder.

"Rules" means any instrument, however denominated, which the Declarant may adopt as part of the Community Manual, or the Board may subsequently adopt for the regulation and management of the Tract, including any amendments to those instruments. Until expiration or termination of the Development Period, the Declarant must approve any amendment to the Rules.

"**Service Area**" means a group of Lots designated as a separate Service Area pursuant to this Tract Declaration for purpose of receiving benefits or services from the Association which are not provided to all Lots. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 3.15*.

"Service Area Expenses" means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a designated Service Area, which may include a reasonable reserve for capital repairs and replacements.

"**Tract**" refers to all or any portion of the Subject Property made subject to this Tract Declaration by the Recording of a Notice of Applicability.

"**Village**" has the meaning set forth in *Section 3.02*.

"Village Delegate" means the representative elected by the Owners of Lots in each Village pursuant to the Representative System of Voting (as further defined herein) which may be established by the Declarant to cast the votes of all Lots in the Village on all matters requiring a vote of the Members, except for the following situations in which this Tract Declaration specifically requires Members to cast their vote individually: (i) changes to the term of this Tract Declaration as described in *Section 8.01*; (ii) amendments to this Tract Declaration as described in *Section 8.03*; and (iii) initiation of any judicial or administrative proceeding as described in *Section 8.05*. Notwithstanding the foregoing, the Documents may set forth additional circumstances in which the Members are required to cast their vote individually, and voting by Village Delegates is prohibited.

"**Voting Group**" has the meaning set forth in *Section 3.07* below.

TABLE 1: DOCUMENTS	
Tract Declaration (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of the Tract.
Notice of Applicability (Recorded)	Describes the portion of the Subject Property being made subject to the terms and provisions of this Tract Declaration (the Tract).
Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of the Subject Property.
Articles of Incorporation (filed with Secretary of State for the State of Idaho and included in Community Manual)	Establishes the Association as a nonprofit corporation under Idaho law.
Bylaws (included in Community Manual)	Governs the Association's internal affairs, such as elections, meetings, etc.
Community Manual (adopted by Declarant)	Establishes rules and policies governing the Association.

ARTICLE 2
CONSTRUCTION & USE RESTRICTIONS

All of the Tract will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Approval Required by Valor Reviewer. PURSUANT TO THE COVENANT, ALL "IMPROVEMENTS" (AS DEFINED IN THE COVENANT) MUST BE APPROVED IN ADVANCE AND IN WRITING BY THE VALOR REVIEWER. NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE TRACT OR ANY LOT UNTIL SUCH APPROVAL IS OBTAINED PURSUANT TO THE COVENANT.

2.02 Variance. The Tract is subject to the restrictions contained in this Tract Declaration, and subject to the Rules. The Declarant may grant a variance or waiver of a restriction or Rule during the Development Period. After expiration or termination of the Development Period, the Board may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by the Declarant and/or a Majority of the Board, as applicable. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

2.03 Use Restrictions. The Tract shall be used solely for single-family residential purposes. The Tract may not be used for any other purposes without the prior written consent of the Declarant during the Development Period, which consent may be withheld by the Declarant in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Tract, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with Applicable Law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.,* no sign may be erected advertising the business within the Subject Property, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Subject Property; (v) the business does not, as determined by a Majority of the VMC Board, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subject Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Tract and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subject Property as may be determined by a Majority of the VMC Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity

undertaken on an ongoing basis which involves the provision of goods or services to persons other than an Owner or Occupant and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

2.04 Rentals. "**Lease**", "**Leasing**", and "**Leased**" shall refer to the occupancy of a Lot by a person other than the Owner, for which the Owner receives any consideration or benefit. Any Lot that is Leased shall be leased only in its entirety; separate rooms, floors or other areas within a Lot may not be separately Leased. Subleasing of Lots or the assignment of a Lease is prohibited without Declarant's written approval. All Leases of Lots must be for a minimum term of not less than six (6) months, unless otherwise approved in advance and in writing by the Declarant. No Lot may be rented for transient or hotel purposes. Notwithstanding the foregoing, the Declarant may permit a Lot to be Leased for a term of less than six (6) months, may permit renting or Leasing of a Lot for transient or hotel purposes, and may adopt additional rules and regulations related to such Leases. All Leases shall be in writing and shall disclose that the tenants and all Occupants of the Lot are bound by and obligated to comply with the Documents and any rules associated with Leasing adopted from time to time by the Declarant. The Owner of the Lot shall notify the Declarant in writing of any Lease and provide any additional information the Declarant may require. Notwithstanding any term or provision herein to the contrary, Declarant may also permit the Leasing or occupancy of Lots for less than six (6) months and for transient or hotel purposes in conjunction with the sale and marketing of the Lots and/or use of the Social Club or Golf Club.

2.05 Trash Containers. Unless it is within twelve (12) hours before or after the designated trash and recycling pickup time, trash containers and recycling bins must be stored inside the garage of the single-family residence constructed on the Lot or in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot. The Board shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

2.06 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, all commercial vehicles, including passenger automobiles or pick-up trucks with commercial signage or other commercial advertising displayed thereon, other commercial vans, delivery trucks or other commercial vehicles, and all recreational vehicles and equipment, including inoperable vehicles, trailers, graders, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, machinery and garden maintenance equipment, must be kept at all times except when in actual use, concealed in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing (other than minor emergency repairs), except in enclosed garages or other structures; provided however,

that non-commercial passenger automobiles and passenger pick-up trucks may be parked in the driveway of a Lot. Commercial delivery vehicles are permitted for the period of time reasonably necessary to make deliveries to a Lot. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be kept at all times within a fenced yard or otherwise appropriately concealed or screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Tract except within enclosed structures or appropriately screened from view. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Tract. Motorcycles shall be operated in a quiet manner. Recreational vehicles, including but not limited to boats, trailers and motor homes, may be temporarily loaded and unloaded in the Tract for a time period not to exceed twenty-four (24) hours. Any vehicle or other equipment stored, parked, or maintained in violation of this *Section 2.06* shall be subject to towing or removal at the sole cost and expense of the owner of the vehicle or equipment (or, if the owner of the vehicle or equipment is a guest, invitee or licensee of an Owner, then at the sole cost and expense of such Owner). Any expense incurred by the Association in connection with towing or removal shall be paid to the Association upon demand by the owner of the vehicle or equipment or, if applicable, the Owner. If the vehicle or equipment is the property of an Owner or an Owner's guest, invitee or licensee, any cost or expense incurred by the Association to effect towing or removal may be assessed, collected and enforced by the Association in the same manner as Assessments. Mobile homes are prohibited. Notwithstanding any term or provision herein to the contrary and subject to *Section 2.06* of the Covenant, golf carts are permitted.

2.07 **Animals - Household Pets**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on a Lot (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on a Lot more than three (3) cats and dogs in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic household pets will be allowed on the Tract other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Board may restrict pets to certain areas within the Tract. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on a Lot, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No

pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Tract.

2.08 Garages. Garages shall be used only for the parking of vehicles and shall not be permanently enclosed or be used or converted for living or recreational activities. Notwithstanding the foregoing, garages may be used for the storage of material so long as the storage of material does not restrict the use of the garage for the parking of motor vehicles.

2.09 Antennas.

(a) Prohibited Antennas; Permitted Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, nor any solar energy system, may be erected, maintained or placed on a Lot without the prior written approval of the Valor Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, is one meter or less in diameter or diagonal measurement; or

(iii) an antenna is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Valor Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant during the Development Period and the VMC Board thereafter, will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Annexable Land or Subject Property.

(b) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Benefited Common Area, or any other portion of the Subject Property. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Subject Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Valor Reviewer are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Valor Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

2.10 Signs. Unless otherwise prohibited by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Valor Reviewer, except for:

(i) signs which are permitted pursuant to the Design Guidelines or Rules;

(ii) signs installed by the Declarant or installed with the advance written consent of the Declarant;

(iii) one (1) "For Sale" sign and sign rider placed on the Lot, subject to approval by the Valor Reviewer. The design and content of the sign and sign rider must be approved by the Valor Reviewer. The Valor Reviewer may require the use of a specific sign and sign rider, which must be obtained from the Valor Reviewer for placement on the Lot. The sign must be removed within two (2) business days following the sale of the Lot;

(iv) one small security service sign per Lot, provided that the sign has a maximum face area of two square feet (2' x 1') and is located no

more than five feet (5′) from the front elevation of the principal residence constructed upon the Lot;

(v) a "no soliciting" and "security warning" sign near or on the front door to their residence, provided, that the sign may not exceed twenty-five square inches (5" x 5"); and

(vi) signs or permits as may be required by Applicable Law, a governmental entity, or legal proceedings.

2.11 Solar Energy Device. A Solar Energy Device may be installed with the advance written approval of the Valor Reviewer. A "**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating, to provide cooling, to produce electrical power, to produce mechanical power, to provide solar daylighting or to provide any combination of the foregoing by means of collecting and transferring solar generated energy into such uses either by active or passive means, and may also have the capability of storing such energy for future utilization; and provided that passive systems shall clearly be designed as a Solar Energy Device such as a trombe wall and not merely a part of a normal structure such as a window.

(a) Application. To obtain the Valor Reviewer approval of a Solar Energy Device, the Owner shall provide the Valor Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 9* of the Covenant.

(b) Approval Process. The Valor Reviewer will review the Solar Application in accordance with the terms and the provisions of *Article 9* of the Covenant; provided, however, that nothing herein should be construed to effectively prohibit the installation of the Solar Energy Device.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Valor Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot.

(ii) If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(iii) If the Solar Energy Device will be located on the roof of the principal residence located on the Owner's Lot, then unless otherwise approved in writing by the Valor Reviewer: (A) the Solar Energy Device is oriented to the south or within forty-five (45) degrees east or west of due south; (B) the Solar Energy Device may not extend higher than or beyond the roofline; (C) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (D) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be bronze or black.

2.12 Flags. The advance written consent of the Valor Reviewer is required prior to installing any flagpole.

2.13 Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure shall be placed within or upon the Tract, without the prior written approval of the Valor Reviewer. Sales and construction trailers or other temporary structures associated with the sale and/or construction of residences and Improvements associated therewith are permitted if approved in advance by the Declarant.

2.14 Compliance with Documents. Each Owner and Occupant of a Lot and their guests and invitees shall comply strictly with the Documents as the same may be amended from time to time. Failure to comply with any of the Documents shall constitute a violation of the Documents and may result in a fine against the Owner in accordance with *Section 6.14*, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board, the VMC Board, or by an aggrieved Owner. Without limiting any rights or powers of the Association or VMC, the Board and/or the VMC Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association and VMC for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association or VMC, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in this Tract Declaration and the Covenant for Assessments and may be collected by any means provided in this Tract Declaration and/or the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH

SUCH OWNER AND OCCUPANT SHALL RELEASE AND HOLD HARMLESS THE ASSOCIATION AND VMC AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION OR VMC'S ACTS OR ACTIVITIES UNDER THIS *SECTION 2.14* (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION OR VMC'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR VMC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.15 Liability of Owners for Damage to Common Area or Benefited Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area or the Benefited Common Area without the prior written approval of the Board. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area, the Benefited Common Area and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Occupant, or their guests or invitees. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot.

2.16 Party Wall Fences. A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a "**Party Wall**". To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto. Party Walls will also be subject to the following:

(a) Encroachments & Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

(b) Right to Repair. If the Party Wall is damaged or destroyed from any cause, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of either Lot may repair or rebuild the Party

Wall to its previous condition, and the other Owner or Owners that the wall serves will thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Valor Reviewer in accordance with *Article 9* of the Covenant.

(c) Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Records of Ada County, Idaho, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

(d) Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Valor Reviewer.

(e) Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties must submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board will appoint a mediator. If the Dispute is not resolved by mediation, the Dispute will be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board will appoint an arbitrator. The decision of the arbitrator will be binding upon the parties and will be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner

otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in this Tract Declaration for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.17 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Valor Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Valor Reviewer.

2.18 Hazardous Activities. No activities may be conducted on or within the Tract and no Improvements constructed on any portion of the Tract which, as determined by a Majority of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Tract unless discharged in conjunction with an event approved in advance by the Board. There shall be no open fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Valor Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Tract which creates a fire hazard or otherwise violates Applicable Law. Unless otherwise approved by the Declarant, no portion of the Tract may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.19 Mining and Drilling. No portion of the Tract may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted or approved by the Declarant.

2.20 Noise. No noise which constitutes a nuisance, as determined by a Majority of the Board, shall be permitted to exist or operate upon any portion of the Tract so as to be offensive or detrimental to any other portion of the Subject Property or the Owners or Occupants thereof. However, typical residential equipment installed on a Lot, e.g., heating and

cooling equipment and pool equipment, operating at normal noise levels in accordance with the manufacturer's specifications, as determined by the Board, shall not be deemed a nuisance.

2.21 Rubbish and Debris. As determined by a Majority of the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Tract, and no odors will be permitted to arise therefrom so as to render all or any portion of the Subject Property unsanitary, unsightly, offensive, or detrimental to any other property or the Owners or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity, VMC, or the Association.

2.22 Diseases and Insects. No Owner or Occupant shall permit anything or condition to exist upon any Lot or other property which shall induce, breed or harbor infectious plant diseases or noxious insects.

2.23 Maintenance. Commencing on the date an Owner takes title to such Owner's Lot, the Owners of each Lot shall jointly and separately have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. A Majority of the Board shall determine whether a violation of the maintenance obligations set forth in this *Section 2.23* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner:

(i) Prompt removal of all litter, trash, refuse, and wastes.

(ii) Lawn mowing, tree and shrub pruning, landscape irrigation facilities, and maintaining the lawn and garden areas alive, free of weeds, and attractive.

(iii) Keeping mechanical facilities in working order.

(iv) Keeping sidewalks and driveways in good condition and repair.

(v) Repainting of Improvements.

(vi) Repair of exterior damage, and wear and tear to Improvements.

(vii) Complying with Applicable Law.

2.24 Street Landscape Area-Owner's Obligation to Maintain Landscaping. Commencing on the date an Owner takes title to such Owner's Lot, each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing,

pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley, if such area (the "**ST Landscape Area**") exists, unless the responsibility for maintaining the ST Landscape Area is undertaken by VMC or the Association in a Recorded written instrument.

2.25 Stormwater Protection Plan. Commencing on the date an Owner takes title to such Owner's Lot, each Owner shall be responsible, at its sole cost and expense, for adhering to State and Federal stormwater runoff protection and prevention requirements that may be applicable to such Owner's Lot and to obtain proper permits as may be required.

ARTICLE 3
VALOR COMMUNITY ASSOCIATION, INC.

3.01 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of an Idaho nonprofit corporation. Neither the Articles nor the Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Tract Declaration.

3.02 Villages. Every Lot will be located within a "Village". A Village may be comprised of any number of Lots and may include Lots of more than one type, as well as Lots that are not contiguous to one another. Each Notice of Applicability may initially assign the portion of the Tract described therein to a specific Village which may then exist (being identified and described in a previously Recorded Notice of Applicability) or may be newly created. Any Lot not assigned to a Village shall constitute a single Village. Declarant may Record an amendment to any previously Recorded Notice of Applicability to designate or change Village boundaries.

3.03 Membership.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot.

(b) Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot, subject to the following restrictions and reservations:

(i) The right of the Association to suspend the Member's right to use the Common Area for such periods of time as determined by the Board for violations of any provisions of the Documents;

(ii) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iii) The right of the Declarant, during the Development Period, and the Board thereafter to grant easements or licenses over and across the Common Area;

(iv) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(v) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vi) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

(c) Easement of Enjoyment – Benefited Common Area. Each Owner of a Lot which has been assigned use of a Benefited Common Area in a Notice of Applicability, Tract Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Benefited Common Area, and an access easement, if applicable, by and through such Benefited Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot, subject to *Section 3.03(b)* above and subject to the following restrictions and reservations:

(i) The right of the Declarant, during the Development Period, and the Board thereafter, to cause such Improvements and features to be constructed upon the Benefited Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

(ii) The right of Declarant during the Development Period to grant additional Lots use rights in and to Benefited Common Area in a subsequently Recorded Notice of Applicability, Tract Declaration or other Recorded instrument;

(iii) The right of the Association to suspend the Owner's rights to use the Benefited Common Area for any period during which any Assessment against such Owner's Lot remains past due;

(iv) The right of the Declarant, during the Development Period, and the Board thereafter, to grant easements or licenses over and across the Benefited Common Area;

(v) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Benefited Common Area to any public agency, authority or utility for any purpose;

(vi) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Benefited Common Area and, in furtherance thereof, mortgage the Benefited Common Area;

(vii) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the Benefited Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

3.04 Governance. The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Tract Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until expiration or termination of the Development Period.** Upon the expiration or termination of the Development Period or earlier, by the Recordation of a termination notice executed by Declarant, Declarant may terminate its right to appoint and remove one (1) or more of the Board members and call for the election of the Board members by the Owners. At

such time as Declarant no longer has the right to appoint and remove any members of the Board, the President of Association will call a meeting of the Owners at which the Owners will elect one (1) Board member for a three (3) year term, one (1) Board member for a two (2) year term, and one (1) Board member for a one (1) year term. Upon expiration of the term of a Board member elected by the Owners as provided herein, his or her successor will be elected by the Owners for a term of two (2) years. A Board member takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

3.05 Voting Rights. The right to cast votes and the number of votes which may be cast for election of members to the Board (except as provided by *Section 3.04*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Owner Votes. The Owner of each Lot will have one (1) vote for each Lot so owned.

(b) Declarant Votes. In addition to the votes to which Declarant is entitled by reason of *Section 3.05(a)*, for every one (1) vote outstanding in favor of any other Owner, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

(c) Co-Owner Votes. If there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot, and majority agreement shall be conclusively presumed unless another co-Owner of the Lot protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event shall the vote for such Lot exceed the total votes to which such Lot is otherwise entitled pursuant to this *Section 3.05(c)*.

3.06 Representative System of Voting. The Representative System of Voting shall only be established if the Declarant first calls for election of a Village Delegate for a particular Village. The Declarant shall have no obligation to establish the Representative System of Voting. In addition, Declarant may terminate the Representative System of Voting at any time prior to expiration of the Development Period by Recorded written instrument.

(a) Election of Initial Village Delegate. In the event that the Declarant chooses to establish a Representational System of Voting, the Owners of Lots within each Village shall elect a Village Delegate and an alternate Village Delegate, in the manner provided below, to cast the votes of all Lots in the Village on matters requiring a

vote of the Members, except where this Tract Declaration specifically requires the Members to cast their votes individually as more particularly described in the definition of "Village Delegate" in *Article 1* of this Tract Declaration. In the event that a quorum is not met to elect a Village Delegate and an alternative Village Delegate by the Owners of Lots within each Village, during the Development Period, Declarant shall have the right to appoint a Village Delegate until the next election is held as provided in *Section 3.06(b)* below. Notwithstanding the foregoing or any provision to the contrary in this Tract Declaration, as provided in *Section 3.04* above, Declarant will be entitled to appoint and remove all members of the Board until expiration or termination of the Development Period.

(b) Term. The Village Delegate and the alternate Village Delegate shall be elected on a biennial basis (once every two years), by electronic or absentee ballot without a meeting of Members, or at a meeting of the Members within each Village where written, electronic, and absentee ballots (or any combination of the foregoing) may also be utilized, as the Board determines. If the Board determines to hold a meeting for the election of the Village Delegate and the alternate Village Delegate, the presence, in person or by absentee or electronic ballot, of Members representing at least ten percent (10%) of the total votes in a Village shall constitute a quorum at such meeting. Notwithstanding the foregoing provision, the Declarant during the Development Period, and the Board thereafter, may elect to extend the term of a Village Delegate and alternate Village Delegate to the extent Declarant or the Board, as applicable, determines that such extension will result in administrative efficiencies by allowing elections within different Villages to occur in close proximity to one another; provided, however, that the term of an existing Village Delegate and alternate Village Delegate shall not be extended for more than twelve (12) months.

(c) Election Results. At any Village election, the candidate for each position who receives the greatest number of votes shall be elected to serve as the Village Delegate and the candidate with the second greatest number of votes shall be elected to serve as the alternate Village Delegate. If only one candidate runs for Village Delegate, the Declarant during the Development Period, and a Majority of the Board thereafter, shall have the power to appoint the Village Delegate and an alternate Village Delegate, who need not be the candidate. The Village Delegate and alternate Village Delegate shall serve until his or her successor is elected. If the Village Delegate and/or the alternate Village Delegate resigns, the Declarant during the Development Period, and after expiration or termination of the Development Period, a Majority of the Board, shall appoint a replacement Village Delegate and/or alternate Village Delegate.

(d) Voting by the Village Delegate. The Village Delegate or, in his or her absence, the alternate Village Delegate, attends the Association meetings and casts all

votes allocated to Lots in the Village that he or she represents on any matter as to which such Village Delegate is entitled to vote under this Tract Declaration. A Village Delegate may cast all votes allocated to Lots in the Village in such delegate's discretion and may, but need not, poll the Owners of Lots in the Village which he or she represents prior to voting. Neither the Village Delegate nor the alternative Village Delegate may cast votes allocated to Lots not owned by such Village Delegate in the Village that he or she represents for the purpose of amending this Tract Declaration.

(e) Qualification. Candidates for election as the Village Delegate and alternate Village Delegate from a Village shall be Owners of Lots in the Village, spouses of such Owners, Occupants of the Village, or an entity representative where an Owner is an entity.

(f) Removal. Any Village Delegate or alternate Village Delegate may be removed, with or without cause, upon the vote or written petition of Members holding a Majority of the votes allocated to the Lots in the Village that the Village Delegate represents or by the Declarant, until the expiration or termination of the Development Period. If a Village Delegate is removed in accordance with the foregoing sentence, the alternate Village Delegate shall serve as the Village Delegate unless also removed.

(g) Subordination to the Board; No Simultaneous Positions. Village Delegates shall be subordinate to the Board and their responsibility and authority does not extend to policy making, supervising, or otherwise being involved in Association governance. Further, in such event, an Owner may not simultaneously hold the position of Village Delegate and be a member of the Board and a Village Delegate running for the Board shall resign his or her position prior to casting any vote for a member of the Board. Upon such occurrence, the alternate Village Delegate shall serve out the remainder of the term of the resigning Village Delegate, and an alternate Village Delegate shall be appointed by the Declarant during the Development Period, and after expiration or termination of the Development Period, a Majority of the Board.

3.07 Voting Groups. Declarant, during the Development Period, may designate voting groups consisting of one or more Village as determined by the Declarant in its sole and absolute discretion, for the purpose of electing members of the Board (the "**Voting Groups**"). The purpose of Voting Groups is to afford representation on the Board by various portions of the Tract. If Voting Groups are established then each Owner of a Lot shall only vote on the slate of Board candidates assigned to such Owner's Voting Group.

(a) Voting Group Designation. Declarant shall establish Voting Groups, if at all, not later than the expiration or termination of the Development Period or the earlier termination of its right as to the appointment and removal of the Board members by Recording a written instrument identifying the Villages within each Voting Group (the

"**Voting Group Designation**"). The Voting Group Designation will assign the number of members of the Board which the Voting Group is entitled to exclusively elect.

(b) Amendment of Voting Group Designation. The Voting Group Designation may be amended unilaterally by the Declarant at any time prior to expiration or termination of the Development Period or the earlier termination of its right as to the appointment and removal of the Board members. Thereafter, the Board shall have the right to Record or amend such Voting Group Designation upon the vote of a Majority of the Board and approval of Village Delegates representing a Majority of the Villages. Neither Recordation nor amendment of such Voting Group Designation shall constitute an amendment to this Tract Declaration, and no consent or approval to modify the Voting Group Designation shall be required except as stated in this paragraph.

(c) Single Voting Group. Until such time as Voting Groups are established, all of the Tract constitutes a single Voting Group for purposes of this *Section 3.07*. After a Voting Group Designation is Recorded, any and all portions of the Tract which are not assigned to a specific Voting Group shall constitute a single Voting Group.

3.08 Powers. The Association will have the powers of an Idaho nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Tract Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules, Bylaws and Community Manual. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such Rules, policies, Bylaws and the Community Manual not in conflict with this Tract Declaration, as it deems proper, covering any and all aspects of the Tract (including the operation, maintenance and preservation thereof) or the Association. Any Rules, and any modifications to existing Rules, or the Bylaws proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. To the extent such Rules expand upon or conflict with the terms of the Covenant or the Rules established by the VMC Board, the proposed Rules must be approved in advance and in writing by the VMC Board.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

(d) Assessments. To levy and collect Assessments, as provided in *Article 6* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner or Occupant, upon any Lot and into any Improvement thereon for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed an Individual Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in *Article 6* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot other than Common Area or Benefited Common Area in enforcing these Documents before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH SUCH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE DECLARANT, THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.08(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE,**

CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Benefited Common Area for the purpose of constructing, erecting, operating or maintaining the following:

(i) Parks, parkways or other recreational facilities or structures;

(ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;

(iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(v) Any similar Improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed by the Documents or by Applicable Law. In addition, until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.08(g)* must be approved in advance and in writing by the Declarant.

(h) Manager. To retain and pay for the services of a person or firm (the "**Manager**"), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Association or may be furnished by the Manager. Each contract entered into between the Association and the Manager will be terminable by the Association without cause upon sixty (60) days written notice to the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE**

DECLARANT, THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Subject Property, Common Area, Benefited Common Area, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, and lakes.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Benefited Common Area. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the Board and the Declarant until expiration or termination of the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area, Benefited Common Area, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

(n) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Benefited Common Area, and any Improvements thereon.

3.09 Acceptance of Common Area and Benefited Common Area. Declarant and its assignees reserve the right, from time to time and at any time, to designate, convey, assign or transfer by written and Recorded instrument property being held by the Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of the Declarant. Upon the Recording of a designation, the portion of the property identified therein will be

considered Common Area or Benefited Common Area, as applicable, for the purpose of this Tract Declaration and the Association shall have an easement over and across the Common Area or Benefited Common Area necessary or required to discharge the Association's obligations under this Tract Declaration, subject to any terms and limitations to such easement set forth in the designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Tract, for the Tract and the general public, or otherwise, as determined in the sole and absolute discretion of the Declarant. All or any real or personal property assigned, transferred and/or conveyed by the Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area or Benefited Common Area without regard to whether such real or personal property is designated by the Declarant as Common Area or Benefited Common Area. If requested by the Declarant, the Association will execute a written instrument, in a form requested by the Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of the Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any real property that Declarant originally conveyed to the Association for no payment. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Benefited Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements in the Tract, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area and the Benefited Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.10 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (1) acted in good faith and in a manner he or she reasonably believed to be in, or not

opposed to, the best interests of the Association; or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.11 Insurance. The Board may purchase and cause to be maintained, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability or otherwise.

3.12 Bulk Rate Contracts.

(a) Authority. Without limitation on the generality of the Association powers set out in *Section 3.08*, the Association shall have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers the Board chooses (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. Notwithstanding the foregoing, during the Development Period, the Declarant must approve all Bulk Rate Contracts.

(b) Bulk Rate Contract Charges. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments against such Owner's Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association shall be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Tract Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Tract Declaration. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association

and not paid for by such Owner (or Occupant of such Owner's Lot) directly to the applicable service or utility provider. Such notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice shall include the office or street address where the Owner (or Occupant of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service shall be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.13 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots or any portion of the Annexable Land owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. The Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

3.14 Administration of Common Area and Benefited Common Area. The administration of the Common Area and Benefited Common Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or the Benefited Common Area.

3.15 Provision of Benefits and Services to Service Areas.

(a) Designated by Declarant. Declarant, in a Notice of Applicability Recorded pursuant to *Section 10.04* or in any written Recorded notice, may assign Lots to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots in addition to those which the Association generally provides to the Tract. Declarant may unilaterally amend any Notice of Applicability or any written Recorded notice to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots within the Service Area as a Service Area Assessment.

(b) Petitioned by Owners. In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot among all Service Areas receiving the same service). If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots within such Service Area as a Service Area Assessment.

3.16 Right of Action by Association. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a claim relating to the design or construction of Improvements on a Lot (whether one or more). This *Section 3.16* may not be amended or modified without Declarant's written and acknowledged consent and Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, which must be part of the Recorded amendment instrument.

ARTICLE 4
CLUB PROPERTY

4.01 Mandatory Social Club Sub-Membership. Pursuant to *Section 4.01* of the Covenant, each Owner is a Mandatory Social Club Sub-Member and is responsible for all financial obligations associated therewith, which shall be discharged through Social Club Assessments levied against the Lots by the Social Club Owner in accordance with the Covenant. **EACH OWNER, BY ITS ACCEPTANCE OF A DEED TO A LOT, HEREBY COVENANTS TO COMPLY WITH AND BE BOUND BY THE TERMS OF THE SOCIAL CLUB DOCUMENTS.**

Notwithstanding any term or provision herein to the contrary, as to any Lot owned by Declarant, VMC Declarant, a Homebuilder, or Residential Developer, a Social Club sub-membership will not be required unless a certificate of occupancy has been issued for the residence constructed on the Lot and either of the following conditions are met: (i) the Lot (other than Lots being used as model homes, sales, or development offices) is not being

marketed for sale to third parties; or (ii) the Lot is occupied for residential purposes. For purposes of this *Section 4.01*, a Lot is deemed "occupied" if it is occupied for any duration whatsoever, no matter the length, except for occupancy as a model home or sales or development office in the ordinary course of development and marketing by Declarant, VMC Declarant, a Homebuilder, or Residential Developer.

4.02 Club Disclosures. Each Owner is advised to review *Article 4* of the Covenant, which includes certain rights and obligations pertaining to the Golf Club and the Social Club and establishes easements over and across the Annexable Land and Subject Property, including the Tract, for the benefit of the Golf Club and the Social Club.

ARTICLE 5
INSURANCE AND RESTORATION

5.01 Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability, property damage, and pollution insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance. During the Development Period, Declarant reserves the right to satisfy the insurance obligations of the Association with a master insurance program controlled by Declarant.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot or any Improvements or personal property located on a Lot.

5.02 Restoration. In the event of any fire or other casualty, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or

delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in this Tract Declaration for Assessments and may be collected by any means provided in this Tract Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE DECLARANT, THE ASSOCIATION AND THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 5.02*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE DECLARANT AND/OR THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

5.03 Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement or clean-up and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement or clean-up, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 6
COVENANT FOR ASSESSMENTS

6.01 Assessments.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 6* will be levied against each Lot in amounts determined pursuant to *Section 6.09* below.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and upon recordation of this Tract Declaration will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements, unless otherwise set forth in *Section 6.12* below. The Association may enforce payment of such Assessments in accordance with the provisions of this Article and Applicable Law.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. Any subsidy and the characterization thereof will be disclosed as a line item in the annual budget prepared by the Board and attributable to such Assessments. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years. Unless otherwise approved by the Declarant in writing, or unless the Declarant subsidy is characterized as a loan to the Association, in the event a Declarant subsidy in any given fiscal year results in an excess in revenue for the Association's fiscal year, the excess revenue shall be paid to Declarant; provided, the amount of excess revenue paid to Declarant shall not exceed the Declarant subsidy for the fiscal year.

6.02 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Tract Declaration. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law, which may include, without limitation, using the funds to reimburse VMC for any delinquent Social Club Assessments and/or Golf Club Assessments that are paid by VMC pursuant to *Section 7.01(b)* or *Section 8.01(b)* of the Covenant.

6.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association ("**Regular Assessments**") which sets forth: (a) an estimate of expenses the Association will incur during such year in performing its functions and exercising its powers under this Tract Declaration, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, but excluding (c) the operation, maintenance, repair and management costs and expenses associated with any Service Area and Benefited Common Area. Regular Assessments sufficient to pay such estimated expenses will then be levied at the level set by the Board in its

sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable annually at the beginning of each fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

6.04 Working Capital Contribution. Upon the transfer of a Lot (including both transfers from Declarant to the initial Owner, and transfers from one Owner to a subsequent Owner), a working capital contribution ("**Working Capital Contribution**") in an amount determined by the Declarant during the Development Period, and a Majority of the Board thereafter will be paid by the transferee of the Lot to the Association. Such Working Capital Contribution shall be used by the Association to fund operating expenses and reserves and to maintain, repair and replace the Common Area as necessary. The levy of any Working Capital Contribution will be effective only upon the Recordation of a written notice, signed by the Declarant during the Development Period, or a duly authorized officer of the Association thereafter, setting forth the amount of the Working Capital Contribution. The Working Capital Contribution may be modified, from time to time, by the Declarant during the Development Period, or a Majority of the Board; provided, however, that during the Development Period, any modification to the Working Capital Contribution payable on the transfer of a Lot must be approved in advance and in writing by the Declarant. The Working Capital Contribution need not be uniform among all Lots. The Declarant, during the Development Period, and the Board thereafter, may, from time to time, notify the Manager of the Working Capital Contribution applicable to a Lot.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who is a Homebuilder or Residential Developer will not be subject to the Working Capital Contribution; however, the Working Capital Contribution will be payable by any Owner who acquires a Lot from a Homebuilder or Residential Developer for residential living purposes or by any Owner who: (i) acquires a Lot and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the Working Capital Contribution to a particular Owner, the decision of the Declarant during the Development Period, and the Board thereafter, regarding the application of the exception will be binding and

conclusive without regard to any contrary interpretation of this *Section 6.04*. The Working Capital Contribution will be in addition to, not in lieu of, any other assessments levied in accordance with this *Article 6* and will not be considered an advance payment of such assessments. The Working Capital Contribution hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, will have the power, in its sole and absolute discretion, to waive the payment of any Working Capital Contribution attributable to a Lot (or all Lots) by written waiver notice, which waiver may be temporary or permanent.

6.05 Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**Special Assessments**") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the reasonable discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Benefited Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Benefited Common Area will be levied against all Owners who have been assigned the obligation to pay Benefited Common Area Assessments based on Assessment Units.

6.06 Individual Assessments. In addition to any other Assessments, the Board may levy individual assessments against an Owner and the Owner's Lot (**"Individual Assessments"**). Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with this Tract Declaration; fines for violations of the Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to the benefit received.

6.07 Benefited Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Benefited Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Benefited Common Area including a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and surplus from the prior year's fund. The level of assessments levied to pay for expenses associated with a Benefited Common Area (the "**Benefited Common Area Assessments**") will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Benefited Common Area Assessment, the Association may at any time, and from time to time, levy further Benefited Common Area Assessments in the same manner as aforesaid. All such Benefited Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. Benefited Common Area Assessments will be allocated uniformly against each Assessment Unit allocated to a Lot that has been assigned the obligation to pay Benefited Common Area Assessments for specified Benefited Common Area.

6.08 Service Area Assessments. The operation, maintenance, repair and management costs and expenses associated with any Service Area shall not be included in the budget for Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of assessments levied to pay for Service Area Expenses for each Service Area ("**Service Area Assessments**") will be allocated: (a) equally among Lots within the Service Area; (b) based on Assessment Units assigned to Lots within the Service Area; or (c) based on the benefit received among all Lots in the Service Area.

6.09 Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "**Assessment Unit**" (as described in *Section 6.09(b)* below). Unless otherwise provided, Assessments levied pursuant to *Section 6.03* and *Section 6.05* will be levied uniformly against each Assessment Unit.

(b) Assessment Unit. Each Lot will be allocated one (1) Assessment Unit, unless otherwise provided in *Section 6.09(c)*, *Section 6.09(d)*, or in a Notice of Applicability attributable to such Lot. Declarant will determine such Assessment Units

in its sole and absolute discretion. Declarant's determination regarding the number of Assessment Units applicable to each Lot will be final, binding and conclusive.

(c) Assessment Exemption. Notwithstanding anything in this Tract Declaration to the contrary, no Assessments shall be levied upon Lots owned by Declarant.

(d) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Tract or any Lot from any Assessments levied or charged pursuant to this *Article 6*; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Tract, or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Tract, Lot. Declarant or the Board may also exempt any portion of the Annexable Land which is dedicated and accepted by public authority from Assessments.

6.10 Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

6.11 Owner's Personal Obligation; Interest. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of one and one-half percent (1½%) per month), together with all costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner. Attorney's fees and costs and expenses of collection shall not accrue and shall not be assessed or collected by the Association until the Association has complied with *Section 6.14* and the Owner has failed to address the violation.

6.12 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 6* is, together with late charges as provided in *Section 6.10* and interest as provided in *Section 6.11* hereof and all costs of collection, including attorney's fees as herein provided, with the exception of fines for violations of the Documents as provided in *Section 6.14*, secured by the continuing Assessment lien granted to the Association pursuant to

Section 6.01(b) above and as further set forth below, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns; provided however, that although fines which have been assessed against an Owner for any violation of the Documents pursuant to *Section 6.14* shall be the personal obligation of such Owner, such fines shall not otherwise be secured by the lien set forth in *Section 6.01(b)*. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) liens for real estate taxes or other governmental assessments or charges; (ii) all sums secured by a Recorded first mortgage lien or first deed of trust lien; (iii) Golf Club Assessments; (iv) Social Club Assessments; and (v) VMC Assessments. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer, agent or attorney of the Association. The Association shall prepare a written notice or claim of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, the name of the Association, and a description of the Lot. Such notice or claim shall be verified by the oath of an individual having knowledge of the facts therein and shall be Recorded. Within five (5) days after Recording the notice or claim, the Association shall serve, by personal delivery to the Owner, a true and correct copy of the Recorded notice or claim by certified mail to the last known address of the Owner. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Tract Declaration will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment lien and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Tract Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 6.12*, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in

circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer, agent, or attorney of the Association. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Tract Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment lien and charges in favor of the State of Idaho or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts.

6.13 Exempt Property. The following area within the Tract will be exempt from the Assessments provided for in this *Article 6*:

(a) All area dedicated and accepted by a public authority;

(b) The Common Area and the Benefited Common Area; and

(c) Any portion of the Tract or Lot owned by Declarant.

No portion of the Annexable Land will be subject to the terms and provisions of this Tract Declaration, and no portion of the Annexable Land (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Annexable Land has been made subject to the terms of this Tract Declaration by the Recording of a Notice of Applicability in accordance with *Section 10.04* below.

6.14 Fines and Damage Charges. Before levying any fine or damage charge, the Association shall provide an Owner with a written violation notice and an opportunity to be heard at a Board meeting. At least thirty (30) days prior to such Board meeting, the Association shall provide written notice to such Owner by personal service or certified mail providing the time, date, place and subject matter of such Board meeting. In the event the Owner begins resolving the violation prior to such Board meeting, no fine shall be imposed as long as such Owner continues to address the violation in good faith until full resolved. If the Owner does not begin to resolve the violation prior to such Board meeting, the Board upon a Majority vote may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant, or the Owner or Occupants guests, agents or invitees pursuant to the procedure set forth below. Any fine and/or charge for damage levied in accordance with this *Section 6.14* will be considered an Individual Assessment pursuant to this Tract Declaration, subject to the limitations set forth in *Section 6.12* above. Each day of

violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or Benefited Common Area or any facilities located by the Owner, Occupant, or their guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

6.15 Suspension of Voting Rights. In addition to any and all remedies set forth in this *Article 6*, if any Owner fails to pay any Assessment or other amounts due under the Documents within thirty (30) days after such payment is due or if the Owner violates any other provision of the Documents and such violation is not cured within fifteen (15) days after the Association notifies the Owner of such violation, the Board shall have the right to suspend such Owner's right to vote until such time as all Assessments and payments, including interest, late charges, fines and attorney's fees, are paid in full or until all violations are cured or the Owner is otherwise deemed in compliance of the Documents in the sole discretion of the Board.

6.16 Collection of VMC Assessments, Social Club Assessments, and/or Golf Club Assessments Under the Covenant. Unless directed in writing otherwise by the VMC Board, the Association will collect from each Owner the allocated share of VMC Assessments attributable to such Owner's Lot, and the allocated share of Social Club Assessments and/or Golf Club Assessments. VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, shall be paid by each Owner of a Lot together with all Assessments levied hereunder by the Association. If, for any reason, the Association fails to collect VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, in conjunction with the Assessments as set forth in this *Article 6*, then the Association shall collect VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, from each Owner, and remit such VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, to VMC in such manner as deemed proper by VMC; provided however, that, in any event, each VMC Assessment, Social Club Assessments, and/or Golf Club Assessments, as applicable, will be remitted to VMC on or before the date when payment thereof is required by the terms and provisions of the Covenant.

ARTICLE 7
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Tract. The provisions of this *Article 8* apply to this Tract Declaration and the Bylaws of the Association.

7.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an "**Eligible Mortgage Holder**")), shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Tract or which affects any Lot on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder;

(b) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02 Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

7.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots and not to any other portions of the Tract.

ARTICLE 8
GENERAL PROVISIONS

8.01 Term. Upon the Recording of a notice pursuant to *Section 10.04*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Tract Declaration will run with and bind the portion of the Annexable Land described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Tract Declaration is Recorded, and continuing through and including January 1, 2095, after which time this Tract Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning an early termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the

Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 8.01*, it being understood and agreed that any change must be approved by a vote of the Members casting their vote individually.

8.02 Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Benefited Common Area for any public purpose during the period this Tract Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on the respective Lot. In the event any proceeds attributable to acquisition of Benefited Common Area are paid to Owners who have been assigned the obligation to pay Benefited Common Area Assessments attributable to such Benefited Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot.

8.03 Amendment. This Tract Declaration may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast by members of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 8.03*, it being understood and agreed that any change must be approved by a vote of the Members casting their vote individually. No amendment will be effective without the written consent of Declarant, its successors or assigns, during the Development Period. Each Owner is advised that, in accordance with this *Section 8.03*, Declarant has the unilateral right to amend this Tract Declaration for any purpose. The Annexable Land will be developed over many years. Changes in the Declarant's plans for the Tract, the Subject Property and the Annexable Land will occur. The Declarant may also elect to modify, remove or add to the terms and provisions of this Tract Declaration to respond to such changes and actual or perceived changes in market or other conditions. Accordingly, each Owner and the Association should anticipate and expect that modifications, amendments and/or changes will be made to the terms and provisions of this Tract Declaration unilaterally by the Declarant as determined in Declarant's sole and absolute discretion and judgment.

8.04 Interpretation. The provisions of this Tract Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Tract, provided, however, that the provisions of this Tract Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Tract. This Tract Declaration will be construed and governed under the laws of the State of Idaho.

8.05 Enforcement. The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, the Documents. Failure to enforce any right, provision, covenant, or condition set forth in the Documents will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future.

8.06 Higher Authority. The terms and provisions of this Tract Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Tract Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

8.07 Severability. If any provision of this Tract Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Tract Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

8.08 Conflicts. If there is any conflict between the provisions of this Tract Declaration, the Articles, the Bylaws, or any Rules adopted pursuant to the terms of such documents, the provisions of this Tract Declaration, the Articles, the Bylaws, and the Rules, in such order, will govern.

8.09 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

8.10 Acceptance by Grantees. Each grantee of a Lot or other real property interest in the Tract, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Tract Declaration or to whom this Tract Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Tract, and will bind any person having at any time any interest or estate in the Tract, and will inure to the benefit of each Owner in like manner as though the provisions of

this Tract Declaration were recited and stipulated at length in each and every deed of conveyance.

8.11 Damage and Destruction.

(a) Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Benefited Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 8.11(a)*, means repairing or restoring the Common Area or Benefited Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Repair Obligations. Any damage to or destruction of the Common Area or Benefited Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) Restoration. In the event that it should be determined by the Board that the damage or destruction of the Common Area or Benefited Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area or Benefited Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area or Benefited Common Area by the Association in a neat and attractive condition.

(d) Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 6*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Special Assessment for Benefited Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Benefited Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board may levy a Special Assessment against all Owners who have been assigned the obligation to pay Benefited Common Area Assessments attributable to such Benefited Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on their Lots.

(g) Proceeds Payable to Owners Responsible for Benefited Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Benefited Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Benefited Common Area Assessments attributable to such Benefited Common Area and the holders of first Mortgages or deeds of trust on their Lots.

8.12 Notices. Any notice permitted or required to be given to any person by this Tract Declaration will be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

8.13 View Impairment. Although certain Lots in the Tract at any point in time may have particular views, no express or implied rights or easements exist for views or for the passage of light and air to any Lot. Notwithstanding any oral or written statement made by any person or contained in any sales materials or brochures, no representation or warranty whatsoever, express or implied, is made by Declarant, VMC Declarant, the Association, VMC, or the Club Parties concerning the view that any Lot will have whether as of the date this Tract Declaration is Recorded or thereafter. Any view that exists at any point in time for a Lot may be impaired or obstructed by further construction within or outside the Tract, including by construction of Improvements (including landscaping) by Declarant, VMC Declarant, the Golf Club Owner, or the Social Club Owner, construction by third parties (including Owners and Occupants) and by the natural growth of landscaping. No third party, including any broker, salesperson or Owner, has any right to bind Declarant, VMC Declarant, the Association, VMC, the Golf Club Owner, or the Social Club Owner with respect to the preservation of any view from any Lot or any view of a Lot from any other property.

8.14 Construction Activities. This Tract Declaration will not be construed or applied so as to interfere with or prevent normal construction activities related to the completion of the residences and associated Improvements. Such construction may, from time to time, produce certain conditions on the Tract, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) fumes or

gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) temporary interruption of utilities; and/or (vii) other conditions customarily experienced during development and construction activities. Such conditions resulting from construction and development activities shall not be deemed a nuisance or violation of the terms and provisions of this Tract Declaration.

ARTICLE 9
EASEMENTS

9.01 Right of Ingress and Egress. Declarant hereby reserves for itself, the Association, VMC, VMC Declarant, and their agents, employees and designees, the right of ingress and egress over and the right of access to the Common Area and the Benefited Common Area to the extent necessary to use the Common Area and the Benefited Common Area and the right to such other temporary uses of the Common Area and the Benefited Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Annexable Land, the Subject Property, and the Tract. The Tract shall be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant, VMC Declarant, the Association, and VMC. Declarant, VMC Declarant, the Association, and VMC shall have the right, but not the obligation, to install and provide the Community Systems and to provide the services available through the Community Systems to any and all Lots within the Tract. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either directly through VMC and/or the Association and paid for as part of the Assessments or directly to Declarant, any affiliate of Declarant, or a third party, by the Owner who receives the services. The Community Systems shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Systems or all or any portion of the rights, duties or obligations with respect thereto, to VMC, the Association or to any Person. The rights of Declarant with respect to the Community Systems installed by Declarant and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by Declarant without the prior written consent of Declarant. The rights of the VMC Declarant with respect to the Community Systems installed by the VMC Declarant and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by the VMC Declarant without the prior written consent of the VMC Declarant. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in

applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services. Declarant hereby reserves for itself, the Golf Club Owner, and their agents, employees and designees, the right of ingress and egress over and the right of access to the Common Area and the Benefited Common Area to the extent necessary, required, or reasonably desirable (as determined by Declarant in its sole discretion) to operate and maintain the Golf Club.

9.02 Entry and Fencing Easement. Declarant reserves for itself, VMC Declarant, VMC, and the Association, an easement over and across the Tract for the installation, maintenance, repair or replacement of certain entry facilities and fencing which serves the Tract, the Subject Property, the Annexable Land, and/or any other property owned by Declarant or VMC Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the entry facilities and/or fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the entry facilities and/or fencing as Common Area or Benefited Common Area or a Service Area by Recorded written notice. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot for its intended purpose.

9.03 Landscape and Monument Sign Easement. Declarant hereby reserves for itself, VMC Declarant, VMC, and the Association, an easement over and across the Tract for the installation, maintenance, repair or replacement of landscaping or monument signs which serves the Tract, the Subject Property, the Annexable Land, and/or any property owned by Declarant or VMC Declarant. Declarant will have the right, from time to time, to Record a written notice, which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant reserves the right to designate the easement areas reserved hereunder as Common Area, Benefited Common Area, or Service Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot for its intended purpose. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Benefited Common Area, or Service Area.

9.04 Solar Equipment Easement. Declarant hereby reserves for itself, VMC Declarant, VMC and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over and across the Tract for the installation, maintenance, repair or replacement of a solar electric generating system designed to deliver electric power to any portion of the Subject Property or Annexable Land. Declarant will have the right, from time to time, to Record a written notice which identifies the solar equipment to which the easement reserved hereunder applies. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party.

9.05 Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself, the VMC Declarant and for the VMC Declarant's and/or Declarant's architect, engineer, other design professionals, builder and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct and relocate any structure, Improvement or condition that may exist on any portion of the Tract, including the Lots, and a perpetual nonexclusive easement of access throughout the Tract to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. This *Section 9.05* may not be construed to create a duty for Declarant, the VMC Declarant, VMC, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's and the VMC Declarant's advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot, hereby grants to Declarant and the VMC Declarant an easement of access and entry over, across, under, and through the Tract, including without limitation, all Common Areas, Benefited Common Areas, and the Owner's Lot, and all Improvements thereon for the purposes contained in this *Section 9.05*.

9.06 Declarant as Attorney in Fact. To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of this Tract Declaration, each Owner, by accepting a deed to a Lot and each Mortgagee, by accepting the benefits of a Mortgage against a Lot, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of this Tract Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party. The aforesaid power shall be vested in Declarant, its successors and assigns, for a period of twenty-five (25) years from the date the first Lot is conveyed to an individual purchaser, or until the expiration or termination of the Development Period, whichever occurs first. Declarant hereby reserves for itself, its successors and assigns the right to execute on behalf of each Owner, Mortgagee, and third party claiming a legal or equitable interest in the Common Area and/or Benefited Common Area, any such agreements, documents, amendments or supplements to the Documents which may be required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area and/or Benefited Common Area or by any title insurance

company selected by Declarant to insure title to any portion of the Common Area and/or Benefited Common Area.

ARTICLE 10
DEVELOPMENT RIGHTS

10.01 Development by Declarant. It is contemplated that the Tract, Annexable Land, and Subject Property will be developed pursuant to a plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to create and/or designate Lots, Common Areas, and Benefited Common Areas, and to subdivide with respect to any of the Tract, the Subject Property or Annexable Land. As each area is developed or dedicated, Declarant may designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area.

10.02 Special Declarant Rights. Notwithstanding any provision of this Tract Declaration to the contrary, at all times, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Tract; (b) to maintain Improvements upon Lots, including the Common Area and Benefited Common Area, as sales, model, management, business and construction offices or visitor centers at no charge; and (c) to maintain and locate construction trailers and construction tools and equipment within the Tract. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

10.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Tract and remove and exclude from the burden of this Tract Declaration and the jurisdiction of the Association any portion of the Tract. Upon any such withdrawal and renewal this Tract Declaration and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Tract withdrawn. To withdraw lands from the Tract hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to the Tract Declaration, which reference will state the document number or volume and initial page number of the Official Records of Ada County wherein the Covenant is recorded;

(b) A statement that the provisions of this Tract Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

10.04 Notice of Applicability. Upon Recording, this Tract Declaration serves to provide notice that at any time, and from time to time, Declarant, acting alone, may subject all or any portion of the Annexable Land or Subject Property to the terms, covenants, conditions, restrictions and obligations of this Tract Declaration. If a Notice of Applicability is Recorded subjecting a portion or portions of the Annexable Land or Subject Property to this Tract Declaration, such Annexable Land or Subject Property will be considered a part of the Tract and will be subject to the terms, covenants conditions, restrictions and obligations of this Tract Declaration. A Notice of Applicability will include:

(a) A reference to this Tract Declaration, which reference will state the Recording information thereof;

(b) A statement that all of the provisions of this Tract Declaration will apply to such portion of the Annexable Land or Subject Property;

(c) A legal description of such portion of the Annexable Land or Subject Property;

(d) If applicable, a description of any Benefited Common Area which benefits the Annexable Land or Subject Property, as applicable, and the beneficiaries of such Benefited Common Area; and

(e) If applicable, a description of any Service Area which benefits the Annexable Land or Subject Property, as applicable, and the beneficiaries of such Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE ANNEXABLE LAND OR SUBJECT PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS TRACT DECLARATION AND THIS TRACT DECLARATION DOES NOT APPLY TO ANY PORTION OF THE ANNEXABLE LAND OR SUBJECT PROPERTY UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH ANNEXABLE LAND OR SUBJECT PROPERTY AND REFERENCING THIS TRACT DECLARATION HAS BEEN RECORDED.

10.05 Assignment of Declarant's Rights. Notwithstanding any provision in this Tract Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Tract Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

ARTICLE 11
DISPUTE RESOLUTION

This Article 11 is intended to encourage the resolution of disputes involving the Tract. A dispute regarding the Common Area, Benefited Common Area, and/or Improvements thereon can create significant financial exposure for the Association and its Members, interfere with the resale and refinancing of Lots, and increase strife and tension among the Owners, the Board and the Association's management. Since disputes may have a direct effect on each Owner's use and enjoyment of the Common Area and Benefited Common Area, this Article 11 requires Owner transparency and participation in certain circumstances. Transparency means that the Owners are informed in advance about a dispute, the proposed arrangement between the Association and a law firm or attorney who will represent the Association in the dispute, and that each Owner will have an opportunity to participate in the decision-making process prior to initiating the dispute resolution process.

11.01 Introduction and Definitions. The Association, the Owners, Declarant, Homebuilders, Residential Developers, and all persons subject to this Tract Declaration, and each person not otherwise subject to this Tract Declaration who agrees to submit to this *Article 11* by written instrument delivered to the Claimant, which may include, but is not limited to, a Homebuilder, a Residential Developer, a general contractor, sub-contractor, design professional, or other person who participated in the design or construction of Common Area, Benefited Common Area, or any Improvements thereon (individually, a "**Party**" and collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Annexable Land and/or Subject Property and the Common Area or Benefited Common Area to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. Notwithstanding anything contained in this *Article 11*, any Claim brought by an Owner related to a residence that is subject to a warranty agreement provided by the Declarant, Homebuilder, or Residential Developer will not be subject to this *Article 11* and will be governed by the warranty agreement, unless the Parties agree to have the dispute governed by this *Article 11*. This *Article 11* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in the Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

(a) "**Claim**" means:

(i) Claims relating to the rights and/or duties of Declarant, VMC Declarant, the Association, VMC, the Golf Club, the Social Club, the Golf Club Owner, the Social Club Owner, or the Valor Reviewer, under the Documents.

(ii) Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during Declarant's control and administration of the Association, and any claim asserted against the Valor Reviewer, the Golf Club, the Social Club, the Golf Club Owner, and/or the Social Club Owner.

(iii) Claims relating to the design or construction of Improvements located on the Common Area or Benefited Common Area.

(b) "**Claimant**" means any Party having a Claim against any other Party.

(c) "**Respondent**" means any Party against which a Claim has been asserted by a Claimant.

11.02 Mandatory Procedures. Claimant may not initiate any proceeding before any judge, jury, arbitrator or any judicial or administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in *Section 11.08* below, a Claim must be resolved by binding arbitration. Unless otherwise approved by Members holding eighty percent (80%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a law firm or attorney to prosecute a Claim against the Golf Club, Social Club, Golf Club Owner, or Social Club Owner.

11.03 Claim Affecting Common Areas. In accordance with *Section 3.16* of this Tract Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a claim relating to the design or construction of Improvements on a Lot (whether one or more). Additionally, no Lot Owner shall have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area or Benefited Common Area. Each Owner, by accepting an interest in or to title to a Lot, hereby grants to the Association the exclusive right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area and/or Benefited Common Area. In the event the Association asserts a Claim related to the Common Area and/or Benefited Common Area, as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim related to the Common Area, the Association must:

(a) Obtain Owner Approval of Engagement.

The requirements related to Owner approval set forth in this Section 11.03(a) are intended to ensure that the Association and the Owners approve and are fully informed of the financial arrangements between the Association and a law firm or attorney engaged by the Association to prosecute a Claim relating to the design or construction of the Common Area or Benefited Common Area. The engagement agreement between the Association and the law firm or attorney may include requirements that the Association pay costs, fees, and expenses to the law firm or attorney which will be paid through Assessments levied against Owners. The financial agreement between the Association and the law firm or attorney may also include obligations related to payment, and the conditions and circumstances when the payment obligations arise, if the relationship between the Association and the law firm or attorney is terminated or if the Association agrees to settle the Claim. In addition, the financial arrangement between the Association and the law firm or attorney may include additional costs, expenses, and interest charges. This financial obligation can be significant. The Board may not engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area or Benefited Common Area or execute a written agreement between the Association and a law firm or attorney for the purpose of prosecuting a Claim relating to the design or construction of Common Area or Benefited Common Area unless the law firm or attorney and the financial arrangements between the Association and the law firm or attorney are approved by the Owners in accordance with this Section 11.03(a).

Unless otherwise approved by Members holding eighty percent (80%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area or Benefited Common Area if the agreement between the Association and law firm or attorney includes any provision or requirement that would obligate the Association to pay any costs, expenses, fees, or other charges to the law firm or attorney, including but not limited to, costs, expenses, fees, or other charges payable by the Association: (i) if the Association terminates the engagement with the law firm or attorney or engages another firm or third-party to assist with the Claim; (ii) if the Association agrees to settle the Claim for a cash payment or in exchange for repairs or remediation performed by the Respondent or any other third-party; (iii) if the Association agrees to pay interest on any costs or expenses incurred by the law firm or attorney; and/or (iv) for consultants, expert witnesses, and/or general contractors hired by the law firm or attorney. For avoidance of doubt, it is intended that Members holding eighty percent (80%) of the votes in the Association must approve the law firm and attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney.

The approval of the Members required under this *Section 11.03(a)* must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of Member meeting will be provided pursuant to the Bylaws but the notice must also include: (a) the name of the law firm and attorney; (b) a copy of the proposed written agreement between the Association and the law firm and/or attorney; (c) a narrative summary of the types of costs, expenses, fees, or other charges that may be required to be paid by the Association; (d) the conditions upon which such types of costs, expenses, fees, or other charges are required to be paid by the Association; (e) an estimate of the costs, expenses, fees, or other charges that may be required to be paid by the Association if the conditions for payment occur, which estimate shall be expressed as a range for each type of cost, expense, fee, or other charge; and (f) a description of the process the law firm and/or attorney will use to evaluate the Claim and whether destructive testing will be required (i.e., the removal of all or portions of the Common Area, Benefited Common Area, or Improvements on the Annexable Land or Subject Property). If destructive testing will be required or is likely to occur, the notice shall include a description of the destructive testing, likely locations of the destructive testing, whether use of the Common Area or Benefited Common Area will be affected by such testing, and if the destructive testing occurs the means or method the Association will use to repair the Common Area or Benefited Common Area affected by such testing and the estimated costs thereof. The notice required by this paragraph must be prepared and signed by a person other than the law firm or attorney who is a party to the proposed agreement being approved by the Members. In the event Members holding eighty percent (80%) of the votes in the Association approve the law firm and/or attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney, the Board shall have the authority to engage the law firm and/or attorney and enter into the written agreement approved by the Members.

(b) Provide Notice of the Inspection. As provided in *Section 11.03(c)* below, a Common Area Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Common Area Report, the Association must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Common Area Report, the specific Common Areas and/or Benefited Common Areas to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

(c) Obtain a Common Area Report.

The requirements related to the Common Area Report set forth in this Section 11.03(c) are intended to provide assurance to the Claimant, Respondent, and the Owners

that the substance and conclusions of the Common Area Report and recommendations are not affected by influences that may compromise the professional judgement of the party preparing the Common Area Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Common Area Report is compromised.

Obtain a written independent third-party report for the Common Area and/or Benefited Common Area (the "**Common Area Report**") from a professional engineer licensed by the Idaho Board of Licensure of Professional Engineers and Professional Land Surveyors with an office located in Ada County, Idaho (the "**Inspection Company**"). The Common Area Report must include: (i) a description with photographs of the Common Area and/or Benefited Common Area subject to the Claim; (ii) a description of the present physical condition of the Common Area and/or Benefited Common Area subject to the Claim; (iii) a detailed description of any modifications, maintenance, or repairs to the Common Area and/or Benefited Common Area performed by the Association or a third-party, including any Respondent; and (iv) specific and detailed recommendations regarding remediation and/or repair of the Common Area and/or Benefited Common Area subject to the Claim. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Common Area Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Ada County, Idaho, and each such contractor providing the estimate must hold all necessary or required licenses from the Idaho Contractors Board or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Common Area Report must be obtained by the Association. The Common Area Report will not satisfy the requirements of this Section and is not an "independent" report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Association or proposes to represent the Association; (b) the costs and expenses for preparation of the Common Area Report are not required to be paid directly by the Association to the Inspection Company at the time the Common Area Report is finalized and delivered to the Association; or (c) the law firm or attorney that presently represents the Association or proposes to represent the Association has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Association's agreement with the law firm or attorney) the Association for the costs and expenses for preparation of the Common Area Report. <u>For avoidance of doubt, an "independent" report means that the Association has</u>

independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Association will directly pay for the report at the time the Common Area Report is finalized and delivered to the Association.

(d) Provide a Copy of Common Area Report to all Respondents and Owners. Upon completion of the Common Area Report, and in any event no later than three (3) days after the Association has been provided a copy of the Common Area Report, the Association will provide a full and complete copy of the Common Area Report to each Respondent and to each Owner. The Association shall maintain a written record of each Respondent and Owner who was provided a copy of the Common Area Report which will include the date the report was provided. The Common Area Report shall be delivered to each Respondent by hand-delivery and to each Owner by mail.

(e) Provide a Right to Cure Defects and/or Deficiencies Noted on Common Area Report. Commencing on the date the Common Area Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Common Area Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Common Area Report; and (iii) correct any condition identified in the Common Area Report. As provided in *Section 9.05* above, the Declarant has an easement throughout the Tract for itself, VMC Declarant, and their successors, assigns, architects, engineers, other design professionals, each Homebuilder, Residential Developer other builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Common Area Report.

(f) Hold Owner Meeting and Obtain Approval. In addition to obtaining approval from Members for the terms of the attorney or law firm engagement agreement, the Association must obtain approval from Members holding eighty percent (80%) of the votes in the Association to provide the Notice described in *Section 11.05*, initiate the mandatory dispute resolution procedures set forth in this *Article 11*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association

may be liable as a result of prosecuting the Claim; (v) a summary of the steps previously taken by the Association to resolve the Claim; (vi) a statement that initiating the lawsuit or arbitration proceeding to resolve the Claim may affect the market value, marketability, or refinancing of a Lot while the Claim is prosecuted; and (vii) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not (a) the attorney who represents or will represent the Association in the Claim; (b) a member of the law firm of the attorney who represents or will represent the Association in the Claim; or (c) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 11.05*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

(g) Provide Officer Certification. Within ten (10) days after a vote of Members called pursuant to this *Article 11*, the secretary or another officer of the Association will provide to Declarant and any Respondent (if different than Declarant): (i) a true and correct copy of the meeting notice provided to Members, for the meeting at which such vote was taken; (ii) copies of the ballots cast at such meeting (whether in person, electronic, or by proxy); (iii) a certification, executed by the issuing officer of the Association that: (a) the information set forth in (i) and (ii) hereinabove is true and correct; (b) the meeting notice provided to Members was provided in accordance with this *Article 11*; and (c) the vote was held in accordance with the Bylaws and this *Article 11*.

11.04 Claim by Lot Owners. Pursuant to *Section 11.03* above, an Owner does not have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area or Benefited Common Area. In the event that a court of competent jurisdiction or arbitrator determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area or Benefited Common Area, such Owner shall be required, since a Claim affecting the Common Area and/or Benefited Common Area could affect all Owners, as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, to comply with the requirements imposed by the Association in accordance with *Section 11.03(b)* (Provide Notice of Inspection), *Section 11.03(c)* (Obtain a Common Area Report), *Section 11.03(d)* (Provide a Copy of Common Area Report to all Respondents and Owners), *Section 11.03(e)* (Provide Right to Cure Defects and/or Deficiencies Noted on Common Area Report), *Section 11.03(f)* (Owner Meeting and Approval), *Section 11.03(g)* (Officer Certification),

and *Section 11.05* (Notice). Additionally, class action proceedings are prohibited, and no Owner shall be entitled to prosecute, participate, initiate, or join any litigation, arbitration or other proceedings as a class member or class representative in any such proceedings under this Tract Declaration.

11.05 Notice. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. If a Claim is subject to Idaho Code §§ 6-2501--2504, the Claimant and Respondent are advised, in addition to compliance with *Section 11.06*, to comply with the terms and provisions of Idaho Code §§ 6-2501--2504. Failure to comply with the time periods or actions specified in Idaho Code §§ 6-2501--2504 could affect a Claim if the Claim is subject thereto. The one hundred and twenty (120) day period for mediation set forth in *Section 11.07* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 11.07* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) if the Claim relates to the design or construction of the Common Area, a true and correct copy of the Common Area Report and any and all other reports, studies, analyses, and recommendations obtained by the Association related to the Common Area and/or Benefited Common Area; (b) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (c) if the Claim relates to the design or construction of the Common Area and/or Benefited Common Area, reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved the law firm and attorney and the written agreement between the Association and the law firm and/or attorney in accordance with *Section 11.03(a)*; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 11.03(f)* above; and (e) reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Common Areas and/or Benefited Common Areas, the Notice will also include a true and correct copy of the Common Area Report.

11.06 Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Annexable Land or Subject Property, then at such meeting or at some other mutually-agreeable

time, Respondent and Respondent's representatives will have full access to the Annexable Land or Subject Property that is subject to the Claim for the purposes of inspecting the Annexable Land or Subject Property.

11.07 Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the thirty (30) day period, Respondent will submit the Claim to mediation in accordance with this *Section 11.07*. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, Respondent or Claimant may initiate arbitration proceedings in accordance with *Section 11.08*.

11.08 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 11.08*.

(a) Governing Rules. If a Claim has not been resolved after mediation in accordance with *Section 11.07*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 11.08* and the American Arbitration Association (the "**AAA**") Construction Industry Arbitration Rules and Mediation Procedures and, if applicable, the rules contained in the AAA Supplementary Procedures for Consumer Related Disputes, as each are supplemented or modified by the AAA (collectively, the Construction Industry Arbitration Rules and Mediation Procedures and AAA Supplementary Procedures for Consumer Related Disputes are referred to herein as the "**AAA Rules**"). In the event of any inconsistency between the AAA Rules and this *Section 11.08*, this *Section 11.08* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

(b) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(c) One arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(d) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(e) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 11.08* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(f) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 11.08*.

(g) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 11.08* and subject to *Section 11.09* below; provided, however, attorney's fees and costs may not be awarded by the arbitrator to either Claimant or Respondent. In all arbitration proceedings, the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Idaho law; (ii) conclusions of law that are erroneous; (iii) an error of Applicable Law; or (iv) a cause of action or remedy not expressly provided under Applicable Law. In no event may an arbitrator award speculative, special, exemplary, treble, consequential, or punitive damages for any Claim.

(h) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration. Arbitration proceedings hereunder shall be conducted in Ada County, Idaho. Unless otherwise provided by this *Section 11.08*, the arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal

Rules of Civil Procedure, the Idaho Rules of Civil Procedure and Applicable Law. Claimant and Respondent agree to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law. In no event shall Claimant or Respondent discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

11.09 Allocation Of Costs. Notwithstanding any provision in this Tract Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

11.10 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

11.11 Period of Limitation. The exclusive period of limitation for any of the Parties to bring any Claim is the applicable statute of limitations for such Claim under Applicable Law.

11.12 Funding the Resolution of Claims. The Association must levy a Special Assessment to fund the estimated costs to resolve a Claim pursuant to this *Article 11*. The Association may not use its annual operating income or reserve funds to fund the costs to resolve a Claim unless the Association has previously established and funded a dispute resolution fund.

11.13 Severability. The provisions of this Article shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion herein shall not affect the validity or enforceability of any other provision or portion herein.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date the foregoing instrument is Recorded.

DECLARANT:

M3 ID Valor Golf Villas, LLC,
an Arizona limited liability company

By: M3 Builders, LLC,
an Arizona limited liability company
its authorized representative

By: The M3 Companies, LLC,
an Arizona limited liability company
its sole member

By: _____
William I. Brownlee, Manager

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on ____ day of _____, 20_____, by William I. Brownlee, Manager of The M3 Companies, LLC, an Arizona limited liability company, sole member of M3 Builders, LLC, an Arizona limited liability company, authorized representative of M3 ID Valor Golf Villas, LLC, an Arizona limited liability company, on behalf of said limited liability companies.

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

ACKNOWLEDGED AND AGREED

VMC DECLARANT:

M3 ID Falcon Crest, LLC,
an Arizona limited liability company

By: M3 Builders, LLC,
an Arizona limited liability company
its authorized representative

By: The M3 Companies, LLC,
an Arizona limited liability company
its sole member

By: _____
William I. Brownlee, Manager

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on ____ day of _____, 20_____, by William I. Brownlee, Manager of The M3 Companies, LLC, an Arizona limited liability company, sole member of M3 Builders, LLC, an Arizona limited liability company, authorized representative of M3 ID Falcon Crest, LLC, an Arizona limited liability company, on behalf of said limited liability companies.

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

CONSENT AND SUBORDINATION

The undersigned, _____, _____ of _____, is the owner and holder of a lien with respect to a portion of the Annexable Land as described in the attached and foregoing Tract Declaration (hereinafter referred to in this paragraph as the **"Tract Declaration"**) under a Deed of Trust recorded in the Official Records of Ada County, Idaho at Document No. _____, as may be modified and amended (the "**Deed of Trust**"), by joining herein, hereby: (i) consents to the execution, delivery and recording of the attached and foregoing Tract Declaration; (ii) subordinates the lien of the Deed of Trust and all other liens securing payment of the indebtedness described therein to the provisions of such Tract Declaration with the same effect as if such Tract Declaration had been executed, delivered and recorded prior to execution, delivery and recording of such Deed of Trust, except that that the lien of the Deed of Trust shall remain superior to the assessment lien created under the Tract Declaration in all events; and (iii) agrees that, notwithstanding any foreclosure of the Deed of Trust (or conveyance in lieu thereof), such Tract Declaration and all rights therein described, shall continue unabated, in full force and effect.

EXECUTED this _____ day of _____, 20_____ by:

_____

By:_____
Its:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me _____, 20_____ by _____, the _____ of _____, an Idaho _____, on behalf of such _____.

Notary:_____
Print Name:_____
Notary Public, State of_____
My commission expires:_____

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 or the application(s) 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 City of Kuna 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.

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: Wendy Shrief

Signature: WS Date: 5/1/21

EXECUTIVE SUMMARY

M3 Companies is proposing to develop Phase 3 of the Falcon Crest Subdivision, located on the east side of Cloverdale Road, between Deer Flat Road and Kuna Road, in Kuna, Idaho. Phase 3 includes the buildout of 215 single-family housing units and 64 homes targeted toward senior active adults within approximately 77 acres of land. Access is proposed via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 279 homes are located east of the access road and will be nestled within the existing golf course. This phase is labeled as Golf Villages C, D, and E in the illustration within the subdivision's master plan, provided in the *Falcon Crest Subdivision Transportation Impact Study* and Figure 2. Full buildout of Phase 3 is expected in the year 2025.

The master plan for the Falcon Crest Subdivision development will ultimately encompass approximately 567 acres and is anticipated to include approximately 1,732 active adult homes, 591 single-family houses, and some supporting commercial uses. Phase 1 has been approved for 409-unit senior active-adult residential housing units. Phase 1 includes a private roadway connection to Cloverdale Road, south of the existing Falcon Crest Golf Course access road, with a gated entrance into the development. Phase 2 has been approved and includes the buildout of 115 single-family housing units within 32 acres of land. Access will be via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 115 homes are located north of the access road and will be nestled within the existing golf course. Phases 1 and 2 have been included as background developments in this transportation impact study (TIS).

This TIS for Phase 3 of the development is in fulfillment of Falcon Crest's Site-Specific Condition of Approval #11, which requires an updated traffic impact study with each preliminary phase application.

FINDINGS

Existing Conditions

- The study evaluated five intersections during the AM and PM peak hour of a typical weekday (Tuesday – Thursday).
- All study intersections were found to operate at LOS D or better and all lane groups at V/C 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
    - **Cloverdale Road/Amity Road:** This intersection operates with a V/C ratio of 0.93 and the critical westbound-through/right lane group operates with a V/C ratio of 1.07 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). An interim mitigation is to add a westbound right-turn lane.

- **Cloverdale Road/Lake Hazel Road:** The westbound through/right movement operates at LOS F and V/C ratio of 1.05 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
- **Kuna Road/Meridian Road (SH-69)**: The northwest-bound left-turning movement is projected to operate at LOS F and a V/C ratio of 1.05. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69.

- All ACHD study roadway segments operate at acceptable levels of service, with the exception of the following segment:
  - **Cloverdale Road (Amity Road – Lake Hazel Road):** Mitigation requires widening to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
- Crash data at the study intersections for the most recent five years (2015-2019) was analyzed for any existing crash trends, below are the findings:
  - Study intersections averaged less than four reported crashes per year, with no crashes reported at the Cloverdale Road & Golf Course Access Road intersection.
  - Angle crashes were the most common crash type, accounting for 48% of reported crashes, which is typical for unsignalized intersections on rural roadways.
  - There were no fatality crashes reported, however, injuries were reported in approximately 37% of crashes.

Year 2025 Background Traffic Conditions

- Year 2025 background traffic volumes were forecasted assuming buildout of Phases 1 and 2 and a 2.5% compounded annual growth rate for background traffic volumes, consistent with the growth rate used in the previous *Falcon Crest Subdivision TIS*.
- The following roadway segments and intersections are planned to be completed in the 2025 buildout year:
  - **Cloverdale Road/Amity Road**: Reconstruct the intersection as a multi-lane roundabout. (IFYWP #IN205-16, construction 2025).
  - **Cloverdale Road/Lake Hazel Road:** Widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road. (IFYWP #IN205-34, construction 2024).
  - **Cloverdale Road (Amity Road – Victory Road)**: Widen to five lanes. (IFYWP #104170, construction 2025).

- Year 2025 background traffic analysis (without inclusion of site-generated trips) found that all study intersections will operate at LOS D or better and all lane groups at V/C ratio 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
    - **Cloverdale Road/Amity Road:** Similar to existing conditions, the intersection V/C ratios exceed the ACHD thresholds. Overall intersection V/C ratios are 0.96 and 0.91 during the weekday AM and PM peak hours respectively. The critical westbound-through/right lane group operates with a V/C ratio of 1.03 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
    - **Cloverdale Road/Lake Hazel Road:** Similar to existing conditions, the westbound through/right movement operates at LOS F and a V/C ratio of 1.09 which exceeds 1.0 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
    - **Kuna Road/Meridian Road (SH-69)**: Similar to existing conditions, the northwest-bound left-turning movement is projected to operate at LOS F and the V/C ratio exceeds both ACHD and ITD thresholds with a V/C ratio of 1.30 in the weekday PM peak hour. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69 which mitigates the V/C ratio but still results in the north-westbound left-turn operating at LOS E during the weekday PM peak hour.
- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segment:
    - **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing conditions, widening to five lanes is needed. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
    - **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. There are approximately 100 AM peak hour directional trips remaining on this segment. Widening to three lanes with the addition of a center turn lane is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP. It is recommended that this improvement take place sooner to maintain an acceptable level of service on this segment.

Trip Generation and Distribution

- Phase 3 of the proposed Falcon Crest Subdivision will include approximately 215 single-family housing units and 64 homes targeted toward active adults.
- Upon buildout in year 2025, the Phase 3 development is estimated to generate a total of 2,483 daily trips, 186 weekday AM peak hour trips (49 inbound / 137 outbound), and 246 weekday PM peak hour trips (154 inbound / 92 outbound).
- The distribution pattern for site-generated trips was based on a review of the roadway system, trip destinations, the COMPASS regional travel demand model area of impact modeling results, and the distribution for previous phases.

Year 2025 Total Traffic Conditions

- With the inclusion of site-generated trips, all study intersections and lane groups are expected to continue to operate acceptably with the exception of the following intersections:
    - **Cloverdale Road/Amity Road**: This intersection continues to exceed ACHD policy LOS thresholds. The westbound-through/right lane group is projected to have a V/C ratio of 1.04 and the northbound through is projected to have V/C ratio of 1.01 during the AM peak hour. Additionally, the southbound through/right lane group is projected to have a V/C ratio of 1.05 during the weekday PM peak hour. The overall V/C ratios for the intersection is projected to be 0.99 and 0.94 during the weekday AM and PM peak hours, respectively, which exceeds the ACHD policy of 0.90.
        - The intersection is projected to operate acceptably in the shoulder peak hours.
        - A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
        - The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP) which mitigates the intersection.
        - The site generated traffic is estimated to be approximately 2.9 percent and 3.3 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
    - **Cloverdale Road/Lake Hazel Road:** This intersection continues to exceed ACHD policy LOS thresholds. The westbound through/right movement operates at LOS F and is projected to have a V/C ratio of 1.12 during the AM peak hour.
        - The intersection is projected to operate acceptably in the shoulder peak hours.
        - A westbound right-turn lane could also be considered for an interim mitigation.

- This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34) which mitigates the intersection.
- The site generated traffic is estimated to be approximately 4.5 percent and 5.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

o **Kuna Road/Meridian Road (SH 69)**: This intersection continues to exceed ACHD and ITD LOS thresholds. The northwest-bound left-turn lane group on Kuna Road is projected to operate at LOS F with a V/C ratio of 1.38. As described in the existing conditions summary, this intersection is estimated to meet warrants for installation of a traffic signal. The northwest-bound left-turning movement is projected to also exceed capacity in the shoulder PM peak hour.

- The northwest-bound movement is projected to continue to exceed capacity in the shoulder peak hours.
- With a short section of two-way-left-turn lane to allow a two-stage left-turn from Kuna Road, the intersection will meet ACHD and ITD V/C policy, but the left-turn from Kuna Road will operate at LOS F in the PM peak hour which does not meet ITD policy.
- ITD is conducting a corridor study for SH-69 that is currently recommending an RCUT at this intersection which will eliminate the left-turn from Kuna Road and utilize a median U-turn at a location to the north to serve that movement.
- The site generated traffic is estimated to be approximately 2.3 percent and 2.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- One unsignalized intersection meets ACHD policy but operates at LOS D or worse:

o **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the PM peak hour but is over the LOS D threshold for evaluation of signal warrants. This intersection is planned to be improved to a multilane roundabout between year 2036 and 2040 per the ACHD 2020-2040 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segments:

o **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing and background traffic conditions, widening to five lanes is needed. This segment is programmed

currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.

- This segment also does not meet the ACHD policy thresholds for the shoulder peak hours.
- The site generated traffic is estimated to be approximately 4.2 percent and 4.6 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. Widening to three lanes is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
  - This segment does meet the ACHD policy thresholds for the shoulder peak hours.
  - The segment thresholds are approximately 100 weekday AM peak hour trips and 133 weekday PM peak hour trips above the existing traffic volumes.
  - The need for widening is estimated to occur in approximately 2023 at which time approximately 172 Phase 3 residential homes would be completed.
  - The site generated traffic is estimated to be approximately 8.6 percent and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Site Access Evaluation

- The intersection and lane groups of Cloverdale Road/Golf Course Access intersection and the two Internal Roundabouts are expected to operate acceptably with Phase 3 buildout of the site during the AM and PM peak hours.
- The daily traffic on the internal streets is projected to be under the ACHD policy thresholds with the exception of the following segments:
  - **Golf Course Access Road (Cloverdale to Phase 2 Access):** The collector roadway is expected to carry approximately 4,200 daily trips which is above the ACHD policy threshold of 3,000 daily trips on a collector that provides a single access to a development. While a secondary local street access to Cloverdale Road will be provided with Phase 1, it will be a gated access for the residents of Phase 1 and therefore is assumed to not meet the ACHD policy for a second access since it will not be available for Phase 2 and Phase 3 traffic.
    - The next phase of the development is planned to include an additional public street connection back to Kuna Road which will provide the necessary secondary access.

- The 3,000 daily trip limit is expected to occur in approximately 2022 with the addition of 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently as they are expected to occur.

- **Phase 3 Access Road:** The local road that will access Phase 3 is projected to carry the approximately 2,485 daily trips generated by this phase of the development, which is in excess of the ACHD standard of 2,000 daily trips on a local street and 1,000 daily trips on a local street being a single access to a development. Mitigation would require addition of another connection from the east-west collector to the new neighborhood. The following should be considered in determining whether a second access is necessary:
  - A secondary fire access will be provided.
  - If the Phase 3 access road remains a local street with a maximum allowable daily trip threshold of 2,000, approximately 224 units could be completed prior to reaching the daily trip threshold.
    - Given the lot sizing and target buyer of a golf course community, trips on this roadway may be lower than projected due to the assumption that all of the single family homes will be similar to a typical suburban home is likely conservative and many homes will have a lower trip generation similar to a senior detached home.
  - ACHD staff have indicated that these local roadways in Phase 3 could potentially be private streets.

- The results from the turn lane warrant analysis found the following:
  - **Cloverdale Road/Golf Course Access**: The existing southbound left-turn lane was identified in needing to be improved to meet current ACHD criteria. This improvement has already been conditioned on Phase 2 by ACHD.
- The results from the queuing analysis found that the 95th percentile queue lengths can be accommodated at the proposed site accesses, with expected queues of one vehicle.
- The intersection sight distance was reviewed, finding that intersection sight distance is available at the Cloverdale Road & Golf Course Access Road.
- The proposed Phase 3 site access is approximately 900 feet from the Golf Course Access Road which meets the ACHD access spacing on collector streets of 150 feet from stop-controlled intersections and 330 feet between local street intersections.
- A review of the site plan identified proposed golf cart path crossings of the local streets in Phase 3, some of which are near intersections and some away from intersections. Intersection sight distance should be provided at these locations and it either placing the crossings at intersections or far enough away from the intersections to be considered mid-block.

RECOMMENDATIONS

Based on the findings and conclusions, recommendations are provided for the buildout of Phase 3 of the Falcon Crest Development.

Existing (2021) Conditions Needs

- **Cloverdale Road/Amity Road**: Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2025 are not constructed.
    - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road/Lake Hazel Road**: Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2024 are not constructed.
    - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - The site generated traffic is estimated to be approximately 4.5 and 5.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Kuna Road/Meridian Road (SH-69)**: Addition of a center turn lane refuge area for north-westbound left-turns or signalization should be considered prior to corridor improvements by ITD.
    - The site generated traffic is estimated to be approximately 2.3 and 2.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road (Amity Road – Lake Hazel Road):** Widen to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
    - The site generated traffic is estimated to be approximately 4.2 and 4.6 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.

Year 2025 background Conditions

- Make improvements identified under existing conditions.
- In addition to the improvements required under existing conditions the following improvements are recommended:
    - **Cloverdale Road/Amity Road**: Widen to provide an additional southbound right turn lane in addition to the westbound right turn lane required under existing conditions if intersection improvements planned by ACHD in 2025 are not constructed.
        - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
        - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
    - **Cloverdale Road (Lake Hazel Road – Columbia Road):** Widen to three lanes if interim widening is deemed necessary. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
        - The site generated traffic is estimated to be approximately 8.6 and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
        - The segment meets ACHD segment volume thresholds during the shoulder peak hours under 2025 total traffic conditions and therefore ACHD policy may allow for mitigation to include an improvement within the vicinity of the site as mitigation. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the weekday PM peak hour but is projected to meet signal warrants based on the ACHD policy to evaluate signal warrants if LOS is D or worse. Therefore, a signal is expected to be needed beyond buildout of this project phase. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Phase 3 Site Specific Recommendations

- Golf Course Road Collector

- Plan for connection of collector system to Kuna Road as part of future phases to address the ACHD 3,000 daily trip threshold for a single collector street access.
    - The connection is needed with the addition of approximately 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently

- Phase 3 Local Access Road
    - Coordinate with the City of Kuna and ACHD to ensure the number homes is acceptable due to the projected trips exceeding the ACHD local street threshold of 2,000. If necessary, monitor traffic volumes after completion of approximately 224 residential units to identify if the remaining homes can be completed withing the 2,000 daily traffic threshold. ACHD has indicated designation as private street may also be an option.
- Cloverdale Road & Golf Course Access Road
    - Improve the existing two-way left-turn as already conditioned on Phase 2.
- Phase 3 Internal Roundabout
    - Construct the single-lane internal roundabout at its proposed location, with one entry and exit lane for each approach.
- Golf cart path crossings
    - Provide a delineated crossing with approach signage.
    - Review crossing locations with ACHD to ensure they are either at designated intersections or sufficient distance from existing intersections.
- The following recommendations have been identified to ensure adequate sight distance at site access points, the internal roundabout, and internal roadways.
    - Remove miscellaneous vegetation and potential obstructions along Cloverdale Road as necessary to obtain and maintain adequate intersection sight distance.
    - Shrubbery and landscaping near the internal intersections and the site access point should be maintained to ensure adequate sight distance.
    - If future widening occurs along Cloverdale Road, utility poles should be set back outside of the sight lines.

EXHIBIT 2.20

City of Kuna
P.O. Box 13
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Planning & Zoning Department

Agency Notification

July 19, 2021

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

File Number & Case Name:	21-04-S (Preliminary Plat) – Falcon Crest Golf Villages Subdivision
Project Description	Wendy Shrief of J-U-B Engineers, on behalf of M3 Companies, LLC, requests preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots, 43 common lots, and 18 common driveway lots, within an R-6 (Medium Density Residential) zone. (APN: S1422110300). Section 22, Township 2 North, Range 1 East.
Site Location	Near the Northeast Corner (NEC) of Cloverdale and Kuna Roads, Kuna 83634. At the Falcon Crest Golf Course.
Applicant	**Mark Tate, Falcon Crest Club Partners** 546 LBJ Freeway Dallas, TX. 75240 Mtate@m3companiesllc.com
Representative	**Wendy Shrief, J-U-B Engineers** 2760 W Excursion Lane, Suite 400 Meridian, ID 83642 208.376.7330 wshrief@jub.com
***Tentative* Public Hearing Date**	Tuesday, **September 28, 2021** 6:00 PM Council Chambers within Kuna City Hall, located at 751 W. 4th Street, Kuna, ID 83634
Staff Contact	Troy Behunin, Planner III Kuna P&Z Department 208.922.5274 TBehunin@kunaid.gov

Enclosed is information to assist you with your consideration and response. 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. *No response within 15 business days will indicate you have no objection or comments for this project.*

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

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

Brady Barroso
Engineering Technician I

PRELIMINARY PLAT MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**18 August 2021**	
RE:	**Public Works Comments**	
	Falcon Crest Golf Village Subdivision – 21-04-S (Preliminary Plat)	

The Falcon Crest Golf Village Subdivision, located on the northeast corner of S Cloverdale Rd and E Kuna Rd, dated 19 July 2021 has been reviewed. This review is based on land use as allowed or permitted in "R-6 and R-12" zones. This application encompasses 86.03 acres. This application contains a total of 291 single-family residential lots, 43 common lots, and 18 common driveway lots. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

Comments may be expanded or refined in connection with the 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 Falcon Crest Village Subdivision consists of 86.03 acres with City of Kuna R-6 and R-12 zoning designation.

b) Equivalent Dwelling Units (EDUs) are reckoned at approximately 3.18 people per household. The resultant projected population for this subdivision is approximately 926. This makes the realized density approximately 11 people per acre.
c) The preliminary plat shows two (2) total accesses to the subdivision, one (1) off of W Tiercel Drive, and one (1) off of W Harrier Drive.
d) At least two access point are required in Phase I per Kuna Rural Fire District (KRFD).
e) Two fire apparatus (and emergency vehicle) access roads are required if the development exceeds 30 dwelling units, per Fire Code of Idaho section D107.1. *The northeast section of the development may need adjustment to stay in compliance.*
f) Dead ends shall be in accordance with Fire Code of Idaho section D103.4.
g) No cul-de-sac streets greater than 700-ft in length in accordance with the Development Agreement code rewrite. There are cul-de-sac streets longer than agreed maximum length and this will need to addressed.
h) A plan approval letter will be required if this project affects any local irrigation districts.
i) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
j) Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
k) All positional information shall be from the most recent state plane coordinate system.
l) Provide engineering certification on all final engineering drawings.
m) The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrance of the subdivision, at intersections, and at every 250' interval. Streetlights should coincide with Fire Hydrants whenever possible.
n) Kuna Rural Fire District (KRFD) requires fire hydrants at 500' intervals.

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 must approve fire access to the subdivision and any traffic calming measures.
f) Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4) Sanitary Sewer Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected sewer load. City Code 6-4-2-B.14 requires the subdivision to connect to the City sewer system. 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.
b) There is sewer mainline headed northeast on the south side of W Tiercel Drive. The sewage flows to Orchard Lift Station, which has available capacity.
c) All sewer infrastructure must meet or exceed City of Kuna requirements.

d) Sewer flow models will be required to verify pipe sizes.
e) Sewer connection fees apply to each lot containing a home or other facility.
f) All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality requirements. Documentation shall be provided to the City of Kuna.
g) This application shall conform to the sewer masterplan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5) Potable Water Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected water demand. City Code 6-4-2-B.23 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.
b) There is water mainline headed North on the South side of W Tiercel Drive.
c) All water infrastructure must meet or exceed City of Kuna requirements.
d) Water flow models will be required to verify adequate water supply and fire suppression.
e) Water connection fees apply to each lot containing a home or other facility.
f) All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.
g) This application shall conform to the water master plan as applicable.
h) Fire hydrants are required in a layout acceptable to the KRFD.

6) Pressurized Irrigation

a) The applicant's property is not connected to the City's pressurized irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
b) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
c) There is PI mainline south of the site, south on W Tiercel Drive.
d) 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) The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
c) Sidewalks, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.
d) 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.
e) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.

f) 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.

8) As-Built Drawings

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

Development Services Department

Project/File: **Falcon Crest Golf Villages/ KPP21-0007/ 21-04-S**
This is a preliminary plat application to allow for the development of a 352-lot residential subdivision on 114-acres. The site is located south of Hubbard Road and on the east side of Cloverdale Road at the Falcon Crest Golf Course.

Lead Agency: City of Kuna

Site address: S. Cloverdale Road
(S1422110300)

Staff Approval: November 5, 2021

Applicant: Mark Tate
Falcon Crest Club Partners
546 LBJ Freeway
Dallas, TX 75240

Representative: Wendy Shrief
JUB Engineers
2760 W. Excursion Lane, Ste 400
Meridian, ID 83642

Staff Contact: Dawn Battles, Planner II
Phone: 387-6218
E-mail: dbattles@achdidaho.org



A. Findings of Fact

1. **Description of Application:** The applicant is requesting preliminary plat approval to allow for the development of a 352-lot residential subdivision consisting of 291 single family residential lots, 43 common lots and 18 common driveway lots. This is the third phase of a multi-phase development anticipated to be constructed over the next 20 years.

   The site is zoned R-6 (Medium Density Residential) and is consistent with the City of Kuna's future land use map which designates this area as mixed-use.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Medium Density Residential	R-6
South	Medium Density Residential & High Density Residential	R-6 & R-12
East	Medium Density Residential & Rural Residential (Ada County)	R-6 & RR
West	Medium Density Residential & High Density Residential	R-6 & R-12

3. **Site History:** ACHD previously reviewed this site as a portion of the Falcon Crest Master Plan Community in September 2018. The requirements of this staff report have been updated to reflect current District policies and the site plan. The proposed subdivision is phase 3 of the Falcon Crest Master Plan.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

   - Falcon Crest Clubhouse, a 3-lot subdivision consisting of 1 commercial lot for a clubhouse, 1 private road lot and 1 common lot, located southwest of and directly adjacent to the site and was approved by ACHD in June 2021.
   - Robinhood, a 137-lot residential subdivision consisting of 116 single family residential lots and 21 common lots on 37-acres, located west of and directly adjacent to the site west and was approved by ACHD in September 2019.
   - Falcon Crest Subdivision (Phase 1 of Falcon Crest Master Plan), consisting of 409 single family residential lots and 1 commercial lot is located the south of the site and was approved by ACHD in December 2018.

5. **Transit:** Transit services are not available to serve this site.

6. **Pathway Crossings:** United States Access Board R304.5.1.2 Shared Use Paths. In shared use paths, the width of curb ramps runs and blended transitions shall be equal to the width of the shared use path.

   AASHTO's Guidelines for the Development of Bicycle Facilities 5.3.5 Other Intersection Treatments: The opening of a shared use path at the roadway should be at least the same width as the shared use path itself. If a curb ramp is provided, the ramp should be the full width of the path, not including any flared sides if utilized. . . . Detectable warnings should be placed across the full width of the ramp.

   FHWA's "Designing Sidewalks and Trails for Access" (1999) reflected common ADA-related concepts: Chapter 6, Page 16-6: The width of the ramp should be at least as wide as the average width of the trail to improve safety for users who will be traveling at various speeds. In addition, the overall width of the trail should be increased, so the curb ramp can be slightly offset to the side. The increased width reduces conflict at the intersection by providing more space for users at the bottom of the ramp.

7. **New Center Lane Miles:** The proposed development includes 0.4 centerline miles of new public road.

8. **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.

9. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**

   - Cloverdale Road is scheduled in the IFYWP to be widened to 5-lanes from Lake Hazel Road to Amity Road with the design year in 2023 and construction in the future.
   - Coverdale Road is scheduled in the IFYWP to be widened to 5-lanes from Amity Road to Victory Road.
   - The intersection of Lake Hazel Road and Cloverdale Road is scheduled in the IFYWP to be widened to 5-lanes and signalized in 2024.
   - The intersection of Amity Road and Cloverdale Road is scheduled in the IFYWP to be constructed as a multi-lane roundabout with 4-lanes on the north leg, 4-lanes on the south, 2-lanes east, and 2-lanes on the west leg, in 2025.
   - Cloverdale Road is listed in the CIP to be widened to 5-lanes from Columbia Road to Lake Hazel Road between 2036 and 2040.

- Cloverdale Road is listed in the CIP to be widened to 5-lanes from Kuna Road to Deer Flat Road between 2036 and 2040.
- Cloverdale Road is listed in the CIP to be widened to 5-lanes from Deer Flat Road to Hubbard Road between 2036 and 2040.
- Deer Flat Road is listed in the CIP to be constructed as a new 3-lane rural arterial roadway from Eagle Road to Cloverdale Road between 2036 to 2040.
- The intersection of Columbia Road and Cloverdale Road is listed in the CIP to be constructed as a multi-lane roundabout with 4-lanes on the north leg, 4-lanes on the south, 2-lanes east, and 2-lanes on the west leg, between 2036 and 2040.
- The intersection of Deer Flat Road and Cloverdale Road is listed in the CIP to be constructed as a multi-lane roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg, between 2036 and 2040.
- The intersection of Hubbard Road and Cloverdale Road is listed in the CIP to be constructed as a single-lane roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg, between 2036 and 2040.

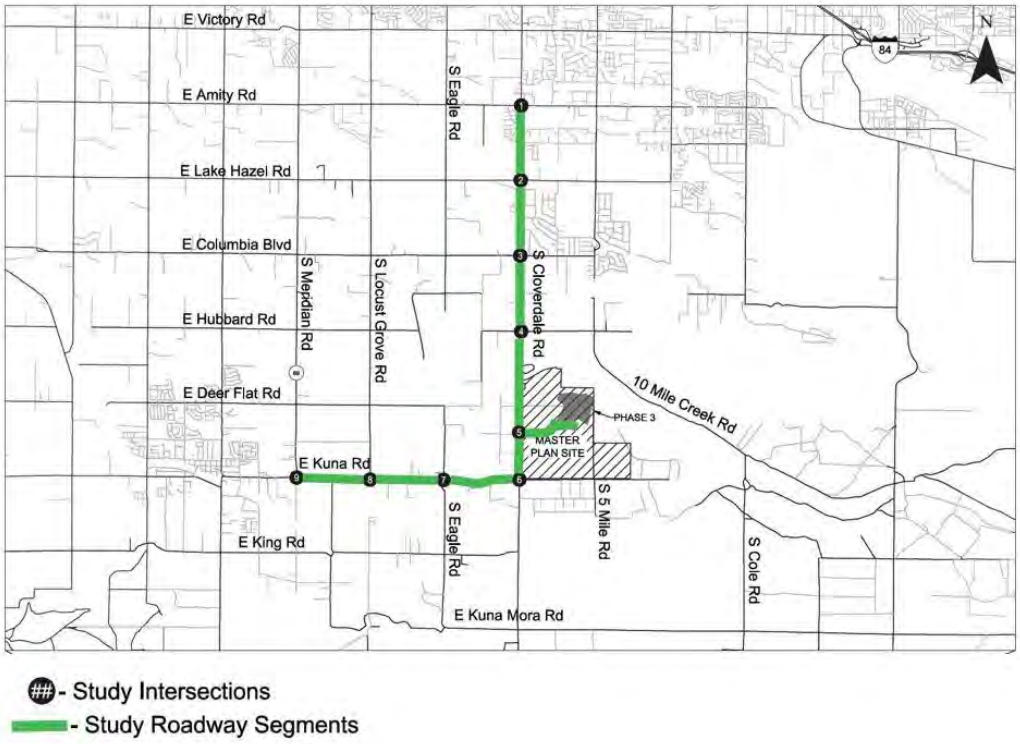
10. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with 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 Cloverdale 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:** This development is estimated to generate 2,483 vehicle trips per day; 246 vehicle trips per hour in the PM peak hour, based on the traffic impact study.

2. **Traffic Impact Study**
    Kittelson & Associates prepared a traffic impact study for the proposed Falcon Crest Golf Villages. The executive summary of the findings **as presented by Kittelson & Associates** can be found as Attachment 3. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices and may have additional requirements beyond what is noted in the summary. ACHD Staff comments on the submitted traffic impact study can be found below under staff comments.



a. Policy:

Mitigation Proposals: Mitigation recommendations shall be provided within the report. At a minimum, for each roadway segment and intersection that does not meet the minimum acceptable level of service planning threshold or v/c ratio, the report must discuss feasible measures to avoid or reduce the impact to the system. To be considered adequate, measures should be specific and feasible. Mitigation may also include:

- Revision to the Phasing Plan to coincide with the District's planning Capital Projects.
- Reducing the scope and/or scale of the project.

Alternative Mitigation Measures: 7106.7.3 states that if traditional mitigation measures such as roadway widening and intersection improvements are infeasible as determined by ACHD, the TIS may recommend alternative mitigation measures. Alternative mitigation measures shall demonstrate that impacts from the project will be offset.

- If the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP); no alternative mitigation is required.
- If the impacted roadway segments and/or intersections are not programmed in either the IFYWP or the CIP; the applicant may (i) analyze the shoulder hour and (ii) provide a safety analysis to determine alternative mitigation requirements.
    - If the impacted roadway segments and intersections meet the minimum acceptable level of service planning thresholds in the shoulder hour the applicant may suggest feasible alternative mitigation such as: sidewalks, bike facilities, connectivity, safety improvements, etc. within 1.5 miles of the proposed development.
    - If the shoulder hour planning thresholds are exceeded the applicant may request to enter into a Development Agreement and pay into the Priority Corridor Fund an amount determined by the ACHD to offset impacts from the project.

- Alternative Mitigation may also include:
    - Revision to the Phasing Plan to coincide with the District's future Capital Projects.
    - Reducing the scope and/or scale of the project.

Level of Service Planning Thresholds: District Policy 7206.4.1 states that, Level of Service Planning Thresholds have been established for principal arterials and minor arterials within ACHD's Capital Improvement Plan and are also listed in section 7106. Unless otherwise required to provide a Traffic Impact Study under section 7106, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that currently exceeds the minimum acceptable level of service planning threshold or V/C ratio.

b. Staff Comments/Recommendations: The TIS recommends mitigation measures for the following intersections and roadway segments to mitigate the existing traffic, 2025 background and total traffic conditions. The percentage of site generated traffic under total traffic conditions (2025) in the PM peak hour is provided in parenthesis.

Intersections:

- Cloverdale Road/Amity Road (3.3%)
    - Westbound right-turn lane for existing traffic, 2025 background and 2025 total traffic conditions
    - Southbound right-turn lane for 2025 background and 2025 total traffic conditions

This intersection is located offsite and is listed in ACHD's IFYWP to be constructed as a multi-lane roundabout in 2025. The TIS recommends the construction of a westbound right-turn lane to accommodate existing traffic, 2025 background and 2025 total traffic conditions, and the construction of a southbound right-turn lane for 2025 background and 2025 total traffic conditions. However, the mitigation at this intersection is infeasible due to the right-of-way constraints. In addition, the traffic impact study notes that the site generated traffic at this intersection will also be less than 10% of the 2025 total traffic conditions. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold policy, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required at this intersection.

- Cloverdale Road/Lake Hazel Road (5.2%)
    - Westbound right-turn lane for existing traffic, 2025 background and 2025 total traffic conditions

This intersection is located offsite and is listed in ACHD's IFYWP to be widened to 5-lanes in 2024. In addition, the traffic impact study notes that the site generated traffic at this intersection will also be less than 10% of the 2025 total traffic conditions. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold policy, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required at this intersection.

- SH-69/Kuna Road (2.2%)
    - Restripe the center median on SH-69 to provide a two-stage left-turn movement from Kuna Road onto SH-69 for existing traffic, 2025 background and 2025 total traffic conditions

This intersection is located offsite and is not scheduled for improvements in ACHD's IFYWP or CIP. Consistent with ACHD policy, a signal warrant analysis was completed for this intersection. The intersection analysis found that this intersection meets the 8 and 4 hour peak hour warrants. Additionally, consistent with ACHD's Alternative Mitigation Measures policy, the applicant submitted a shoulder hour analysis and found that the northwest bound left-turning movement is anticipated to exceed ACHD's acceptable level of service planning threshold in the shoulder PM peak hour for 2025 total traffic conditions. Under this policy if the shoulder hour planning thresholds are exceeded the applicant may request to enter into a Development agreement and pay into the Priority Corridor Fund, an amount determined by ACHD to offset impacts from the project.

The TIS notes the intersection will meet ACHD's acceptable level of service planning threshold with the restriping of the center median on SH-69 to provide a two-stage left-turn movement from Kuna Road onto SH-69. However, SH-69 is under the jurisdiction of ITD. The applicant should work with the City of Kuna and the Idaho Department of Transportation (ITD) to determine if additional improvements are necessary on SH-69 and at the intersection of SH-69 and Kuna Road. In addition, the proposed site traffic at this intersection will also be less than 10% of the 2025 total traffic conditions. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required at this intersection.

- Cloverdale Road/Columbia Road (13%)
    - Signal Warrant analysis indicated that the intersection meets warrants for 2025 total traffic

The intersection of Cloverdale Road/Columbia Road is anticipated to operate at an acceptable level of service planning threshold under 2025 total traffic conditions; however, the southbound left through-right lane group is expected to operate at a LOS F in the PM peak hour. Because of this and consistent with ACHD policy, a signal warrant analysis was completed for this intersection. The intersection analysis found that the intersection meets the 8 and 4 hour peak hour warrants.

The intersection is located offsite and is scheduled as a funded project in ACHD's CIP to be constructed as a multi-lane roundabout between 2036 and 2040. The TIS notes that an interim 3 X 3 traffic signal will be required beyond buildout of this development. However, staff believes this improvement may be necessary sooner than anticipated in the traffic impact study.

To ensure that improvements are made when necessary to serve the site, the applicant should be required to submit an updated intersection analysis for the Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that improvements are needed, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 200th building lot. Currently there is a sufficient amount of right-of-way for the installation of the interim signal making this a feasible improvement. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should note that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs

associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Cloverdale Road/Columbia Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 200th building lot:

- Signal Agreement
- Full design and approved plans for the intersection

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the CIP.

Roadways:

The TIS indicates that all roadway segments in the study area are expected to operate at an acceptable level of service planning threshold during the existing AM and PM peak hours under existing traffic conditions with the exception of Cloverdale Road from Amity Road to Lake Hazel Road.

- Cloverdale Road from Lake Hazel Road to Amity Road (4.6%)
    - Widened to five lanes for existing traffic, 2025 background and 2025 total traffic conditions

The roadway segment of Cloverdale Road from Lake Hazel Road to Amity Road is located off-site. The TIS recommends widening Cloverdale Road to 5-lanes from Lake Hazel Road to Amity Road to accommodate existing traffic, 2025 background and 2025 total traffic conditions. The TIS also provided a shoulder hour analysis and Cloverdale Road is not anticipated to operate at an acceptable level of service planning threshold for a 2-lane minor arterial roadway in the shoulder hour and recommends widening Cloverdale to 5-lanes. However, there is not enough existing right-of-way off-site to widen Cloverdale Road to 5-lanes. The roadway segment is listed in the IFYWP for improvements for design in 2023 with construction in the future. Therefore, consistent with the District's Alternative Mitigation Policy, which states that no alternative mitigation is required if the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP). In addition, the proposed site traffic on this roadway segment will also be less than 10% of the 2025 total traffic conditions. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required on this for this segment of Cloverdale Road.

- Cloverdale Road from Columbia Road to Lake Hazel Road (10%)
    - Continuous center left-turn lane under 2025 background and 2025 total traffic conditions

The roadway segment of Cloverdale Road from Columbia Road to Lake Hazel Road is located off-site. The TIS recommends a continuous left-turn lane on this segment of Cloverdale Road to accommodate 2025 background and 2025 total traffic with 172 residential units. The roadway segment is listed as a funded improvement in ACHD's CIP to be widened to 5-lanes from Columbia Road to Lake Hazel Road between 2036 and 2040. Therefore, consistent with the District's Alternative Mitigation Policy, which states that no alternative mitigation is required if the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP). Additionally, there is an existing northbound and southbound center left-turn lane at the Cloverdale Road/Hidden Valley Street intersection, a northbound center left-turn lane at the Cloverdale Road/Links Street

intersection and a northbound center left turn-lane at the Cloverdale Road/Lake Hazel Road signalized intersection; therefore, no mitigation should be required for this segment of Cloverdale Road.

Site Access Evaluation

- Access to the development from Cloverdale Road will be via the south leg of an internal central roundabout to be constructed with Robinhood Subdivision, located approximately 1,220-feet east of Cloverdale Road.
- A new collector roadway, Harrier Drive, is proposed to intersect the Golf Course Access Road (Tiercel Drive) located approximately 2,250-feet east of Cloverdale Road.
- A new local street, Cabot Cliffs Way, is proposed to intersect the proposed collector roadway, Harrier Drive, located approximately 1,016-feet east of the Golf Course Access Road (Tiercel Drive).

The TIS notes the site access intersections are anticipated to operate at an acceptable level of service planning threshold during the existing AM and PM peak hours under 2025 total traffic conditions.

The TIS recommends that delineated approach signage for golf cart crossings should be provided for the 4 proposed crossings on the proposed local public street within the site.

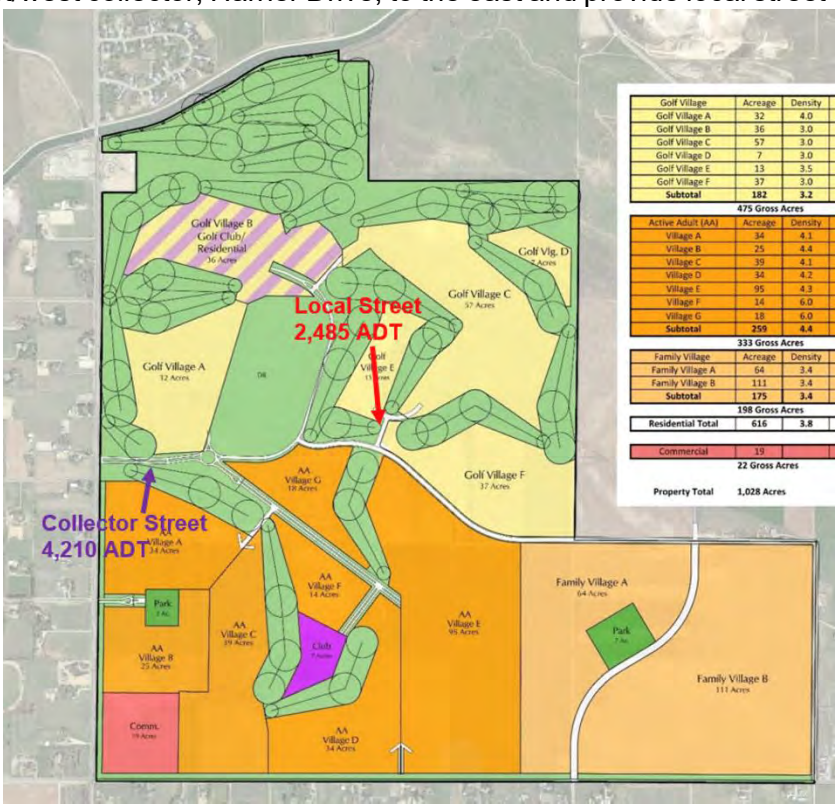
Turn Lane Analysis

The TIS notes that the current two-way left-turn lane on Cloverdale Road at the intersection with the Golf Course Access Road (Tiercel Drive) should be widened and lengthened as required in the TIS completed with Robinhood Subdivision (Falcon Crest Master Plan Phase 2). The widening and lengthening of the two-way left-turn lane on Cloverdale Road at the intersection with the Golf Course Access Road (Tiercel Drive) was required by ACHD as part of Robinhood Subdivision; therefore, no additional improvements are required.

Traffic Volume Threshold Evaluation

The TIS notes that the following roadways will exceed ACHD's average daily traffic thresholds:

- Golf Course Access Road (Tiercel Drive), a private road currently under construction to be converted to a public collector roadway is anticipated to exceed the allowable 3,000 average daily vehicle trips threshold for maximum traffic on one access. The TIS indicates that Tiercel Drive will exceed the maximum forecast of 3,000 average daily trips threshold with the addition of 36 units in Phase 3 if Falcon Crest Phase 1 and Robinhood Subdivision Phase 2 are fully constructed, or 89 units in Phase 3 if all three phases are built out concurrently. Additionally, the TIS states the next phase of the development will extend the proposed east/west collector, Harrier Drive, to the east and provide local street connectivity to the Kuna Road/Five Mile Road intersection.



- Cabot Cliffs Way, the proposed local street entrance to the site, is anticipated to exceed the allowable 2,000 average daily vehicle trips threshold if the proposed development has one access to a public street that is a local street. The TIS states that if the local street entrance remains as proposed, that 224 units can be constructed before exceeding the allowable 2,000 average daily trips planning threshold. ACHD's Maximum Traffic on One Access policy allows up to 1,000 trips per day on a local street with only 1 access. This is further discussed in Finding 6 below.

3. 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
Cloverdale Road Amity Road to Lake Hazel Road	None	Minor Arterial	871	"F"
Cloverdale Road Lake Hazel Road to Columbia Road	None	Minor Arterial	442	Better than "E"
Cloverdale Road Columbia Road to Hubbard Road	None	Minor Arterial	266	Better than "E"
Cloverdale Road Hubbard Road to Falcon Crest	None	Minor Arterial	205	Better than "E"

Cloverdale Road Falcon Crest to Kuna Road	None	Minor Arterial	187	Better than "E"
Kuna Road Cloverdale Road to Eagle Road	None	Minor Arterial	226	Better than "E"
Kuna Road Eagle Road to Locust Grove Road	None	Minor Arterial	257	Better than "E"
Kuna Road Locust Grove Road to Meridian Road	None	Minor Arterial	382	Better than "E"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

4. Average Daily Traffic Count (VDT)

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

- The average daily traffic count for Cloverdale Road south of Amity Road was 10,147 on January 30, 2019.
- The average daily traffic count for Cloverdale Road south of Lake Hazel Road was 8,089 on August 27, 2019.
- The average daily traffic count for Cloverdale Road south of Columbia Road was 5,441 on February 25, 2020.
- The average daily traffic count for Cloverdale Road south of Hubbard Road was 3,317 on November 28, 2018.
- The average daily traffic count for Cloverdale Road north of Kuna Road was 3,562 on September 29, 2020.
- The average daily traffic count for Kuna Road east of Eagle Road was 3,391 on January 29, 2019.
- The average daily traffic count for Kuna Road east of Locust Grove Road was 3,756 on November 10, 2017.
- The average daily traffic count for Kuna Road east of SH-69 was 4,857 on July 17, 2019.

C. Findings for Consideration

1. Cloverdale Road/Columbia Road

The TIS notes that an interim 3 X 3 traffic signal will be required beyond buildout of this development. However, staff believes this improvement may be necessary sooner than anticipated in the traffic impact study.

To ensure that improvements are made when necessary to serve the site, the applicant should be required to submit an updated intersection analysis for the Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that improvements are needed, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan

approval and ACHD's signature on the final plat that contains the 200th building lot. Currently there is a sufficient amount of right-of-way for the installation of the interim signal making this a feasible improvement. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should note that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Cloverdale Road/Columbia Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 200th building lot:

- Signal Agreement
- Full design and approved plans for the intersection

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the CIP.

2. Tiercel Drive

a. Existing Conditions: No public streets exist internal to the site.

As part of the approval of Robinhood Subdivision, Tiercel Drive, a private roadway, is currently under construction as a public collector road, shown in red, with a single lane roundabout at the terminus of Tiercel Drive. Tiercel Drive intersects Cloverdale Road located 235-feet north of Cutting Horse Drive and provides access to Falcon Crest Golf Course.



b. Policy:

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector 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.

c. Applicant Proposal: The applicant is proposing to construct the golf course access road, Tiercel Drive, abutting the site as a 36-foot wide collector street section with vertical curb, gutter and a 7-foot wide planter strip within 50-feet of right-of-way and 8-foot wide detached concrete sidewalk located outside of the right-of-way.

d. Staff Comments/ Recommendations: The applicant's proposal to construct the golf course access road, Tiercel Drive, abutting the site, as a 36-foot wide collector street section meets District policy and should be approved, as proposed. The applicant's proposal to construct 8-foot wide detached concrete sidewalks exceed ACHD policy and should be approved, as proposed. If street trees are desired, then an 8-foot wide planter strip should be provided.

The applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

Golf cart path crossings on Tiercel Drive are prohibited.

3. Maximum Traffic on One Access-Tiercel Drive

a. Applicant's Proposal: The applicant is proposing to construct the 3rd phase of the Falcon Crest Master Planned Community with only one access to the site via Tiercel Drive.

b. Staff Comments/Recommendations: The average daily trip (ADT) policy threshold that has one access to a public street that is classified a collector is typically 3,000 ADT. As noted in the TIS, Tiercel Drive will exceed ACHD's allowed maximum forecast ADT of 3,000 with the addition of 36 units in addition to full buildout of Falcon Crest Phase 1 and Robinhood Subdivision Phase 2, or 89 units if all three phases are built out concurrently. Therefore, staff recommends the applicant should be required to construct a secondary access by constructing the off-site portion of the east/west collector, Harrier Drive, to the east and construct Five Mile Road from Kuna Road to intersect the east/west collector roadway, Harrier Drive to provide connectivity to Kuna Road prior to ACHD's signature on the final plat that contains the 100th lot. Or, as an alternative, the applicant may stop final platting until the secondary public street access is available to Kuna Road. See Finding # 4 and #6 for Five Mile Road and Harrier Drive off-site requirements.

4. Off-Site—Five Mile Road and Harrier Drive

a. Policy:

Off-Site Streets Policy (Arterial): District Policy 7205.2.1 states that if the proposed development is not served by a public street that is fully improved to urban standards (curb, gutter, sidewalk) or a minimum 30-feet of pavement, then the developer shall provide 30-feet of pavement with 3-foot wide gravel shoulders from the site to the public street specified by the District, typically to the nearest public street that meets the District's minimum standards or a maximum of ¼ mile; OR shall provide 24-feet of pavement with 3-foot wide gravel shoulders and a minimum 6-foot wide detached asphalt/concrete pedestrian facility from the site to the public street specified by the District, typically to the nearest public street that meets the District's minimum standards or a maximum of ¼ mile.

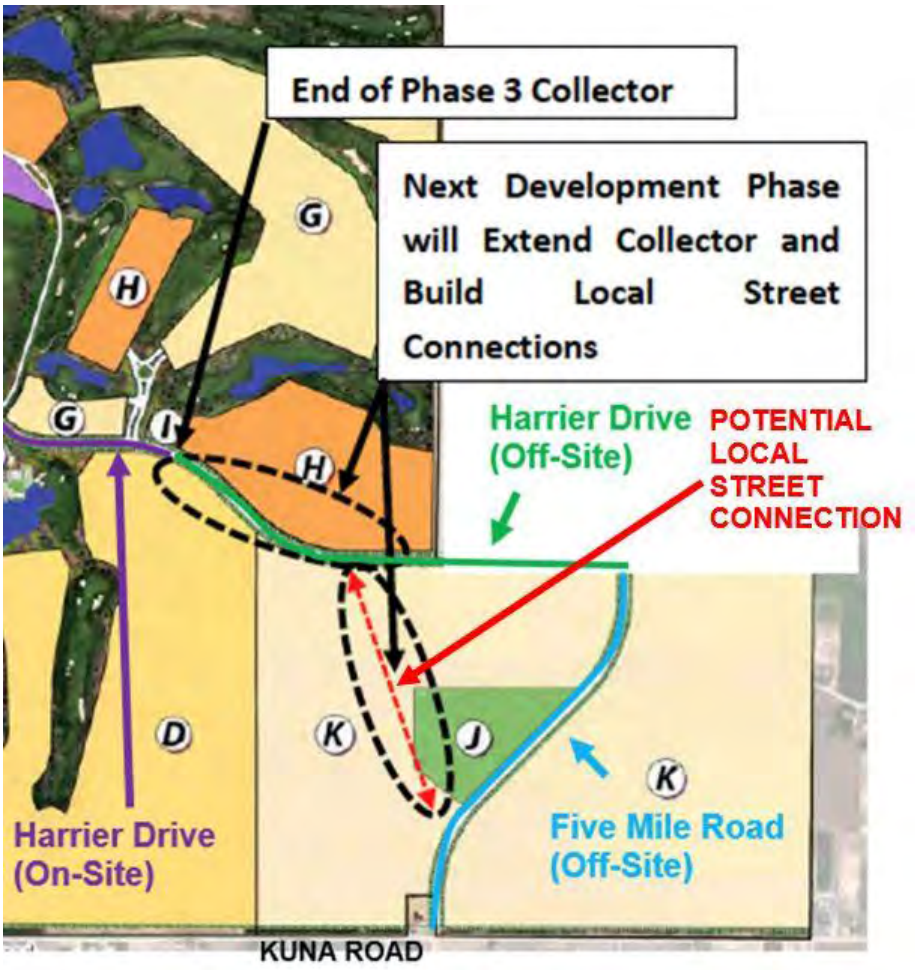
Alternatives to pavement widening including sidewalks and pathways, or other proposals may be considered by the District. The extent of roadway improvements (improvement type and length) will be determined by evaluating certain criteria. Criteria to establish improvement type and length include but are limited to: traffic volumes (existing and projected); the posted speed limit; topography; accident history; potential need for bicycle and bus/traffic routes; number of pedestrians (existing and projected); location of pedestrian attractors and generators (i.e. parks and schools); number of access points/streets serving the proposed development; usable right-of-way; need for traffic calming; utilities and irrigation facilities. All utility relocation costs associated with the off-site street widening shall be borne by the developer.

Off-Site Streets Policy (Collector): District Policy 7206.2.3 states that if the proposed development is not served by a public street that is fully improved to urban standards (curb, gutter, sidewalk) or a minimum 30-feet of pavement, then the developer shall provide 30-feet of pavement with 3-foot wide gravel shoulders from the site to the public street specified by the District; OR the developer shall provide 24-feet of pavement with 3-foot wide gravel shoulders and a minimum 6-foot wide detached asphalt/concrete pedestrian facility, from the site to a public street specified by the District.

Alternatives to pavement widening including sidewalks and pathways or other proposals, may be considered by the District. The extent of roadway improvements (improvement type and length) will be determined by evaluating certain criteria. Criteria to establish improvement type and length include but are limited to: traffic volumes (existing and projected); number of pedestrians (existing and projected); location of pedestrian "attractors" and "generators" (i.e. parks and schools); number of access points/streets serving the proposed development; usable right-of-way; need for traffic calming; utilities and irrigation facilities. All utility relocation costs associated with the off-site street widening shall be borne by the developer.

b. Staff Comments/Recommendations: As noted in the TIS, Tiercel Drive is anticipated to exceed ACHD's threshold of 3,000 vehicle trips per day on a single access point. To ensure that Tiercel Drive does not exceed the ADT threshold of 3,000 vehicle trips per day, the applicant should be required to provide an updated traffic count for Tiercel Drive when 133 lots are platted in the Falcon Crest Golf Villages, as this coincides with Phase 4 of the preliminary plat.

If the 3,000 trip threshold has been met, then the applicant should be required to construct a secondary access by constructing the off-site portion of the east/west collector, Harrier Drive, shown in green to the east and construct Five Mile Road, shown in blue, from Kuna Road to intersect the east/west collector roadway, Harrier Drive to provide connectivity to Kuna Road with 30-feet of pavement plus a 3-foot gravel shoulder. Or as an alternative to constructing the collector/arterial roadways previously described, the applicant may construct a secondary access onto Kuna Road with connection through a collector or local roadway system between Kuna Road and Harrier Drive to provide secondary public street access. The applicant may stop final platting until the secondary access is constructed on Kuna Road.



These roadways should be constructed prior to ACHD's approval of any additional final plats. Submit plans for review and approval for the improvements to Five Mile Road and the offsite portion of Harrier Drive and other local streets that provide secondary public street access. ACHD may also recommend to the City of Kuna that they withhold certificates of occupancy for single family residential units until the secondary access has been constructed.

5. Harrier Drive (On-site)

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

b. Policy:

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case

the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector 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.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Rural Collector. The new collector roadway should intersect Cloverdale Road located at the half mile between Kuna Road and Deer Flat Road and continue through the property stubbing to the east.

c. **Applicant Proposal:** The applicant is proposing to construct the east/west collector roadway, Harrier Drive, located at the site's south property line to intersect the Golf Course Access Road (Tiercel Drive) as a 36-foot wide collector street section with vertical curb, gutter an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk within 70-feet of right-of-way.

d. **Staff Comments/Recommendations:** The applicant proposal to construct the east/west collector roadway located at the site's south property line to intersect the Golf Course Access Road (Tiercel Drive) as a 36-foot wide collector street section with vertical curb, gutter, an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk within 70-feet of right-of-way meets District policy and should be approved as proposed.

The applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

6. Private Roads

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

b. **Policy:**

Average Daily Traffic (ADT): District policy 7207.3.1 states that ADT on new and existing local streets should typically be less than 2,000. This ADT applies to both existing and new streets. For new streets that are stubbed to connect to adjacent land that is not fully developed, the

allowable ADT for the new street will typically be no more than 1,000 ADT, to accommodate future additional traffic from the adjacent land, depending on the size of the adjacent undeveloped land. When stub streets are connected and properties fully developed, local streets should not exceed 2,000.

In developed areas where streets already exceed 2,000 ADT or are close to exceeding 2,000 ADT, the Commission may grant approval to exceed the 2,000 ADT based on existing zoning of undeveloped properties or infill development. The Commission may also consider the need for additional roadway improvements or traffic calming to mitigate the additional traffic if necessary.

The ADTs listed above are desirable planning thresholds for local streets, not roadway capacities. Actual roadway capacities are much higher than the planning thresholds.

Maximum Traffic on One Access: District policy 7207.3.3 states that if a proposed development only has one access to a public street that is a local street, or if it proposes to extend public streets from existing development with only one local street access to the public street system, the maximum forecast ADT to be allowed at any point on a local street access is 1,000 and is subject to fire department requirements for the provision of a secondary access. This volume may be reduced or increased based on information received from the lead land use agency, the applicable fire department, and/or emergency services. The District will also take into consideration the following items when determining whether or not to reduce or increase the maximum allowable ADT: railroad crossings, canal crossings, topography (foothills vs. flat land), pedestrian connectivity, location of schools, etc.

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.

c. Applicant Proposal: The applicant is proposing to construct public local streets throughout the site. The entrance roadway, Cabot Cliffs Way, is noted in the TIS to generate 2,485 average daily trips. The applicant did not propose to construct any stub streets to the adjacent parcels.

d. Staff Comments/Recommendations: The applicant's proposal to construct public local streets throughout the site and construct a local street entrance that is anticipated to generate 2,485 ADT does not meet District Maximum Access on One Access and Average Daily Traffic policies and should not be approved as proposed. New developments with only one access from a local street are allowed to have a maximum forecast of 1,000 average daily trips (ADT). The applicant's proposal to construct 1 new local street to provide access to this site with an anticipated ADT of 2,485 trips exceeds ACHD policy and exceeds the allowable ADT on new local streets, which is 1,000 trips or less per day Additionally, there is no connectivity (stub streets) to the surrounding parcels providing little to no public benefit.

Therefore, staff recommends that the applicant be required to construct private roadways within the site.

If the City of Kuna approves the private roads, the applicant shall be required to pave the private roadways their full widths 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.

If the City of Kuna does not approve the use of private roads, then the site will need to be redesigned to limit the total buildable lots to 100 to stay within ACHD's policy thresholds for new public street with one access or to provide secondary public street access to the site.

7. Stub Streets

a. Existing Conditions: There is one collector street, Tiercel Drive, that is currently under construction and will stub to the site's west property line.

b. Policy:

Stub Street Policy: District policy 7206.2.4.3 (collector)/ 7207.2.4.3 (local) states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7206.2.4 (collector)/ 7207.2.4 (local), except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: District policy 7206.2.4.4 (collector)/ 7207.2.4.4 (local) requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. Applicant Proposal: The applicant is proposing to construct Harrier Drive to stub to the site's east property line located approximately 3,647-feet north of Kuna Road (measured centerline-to-centerline).

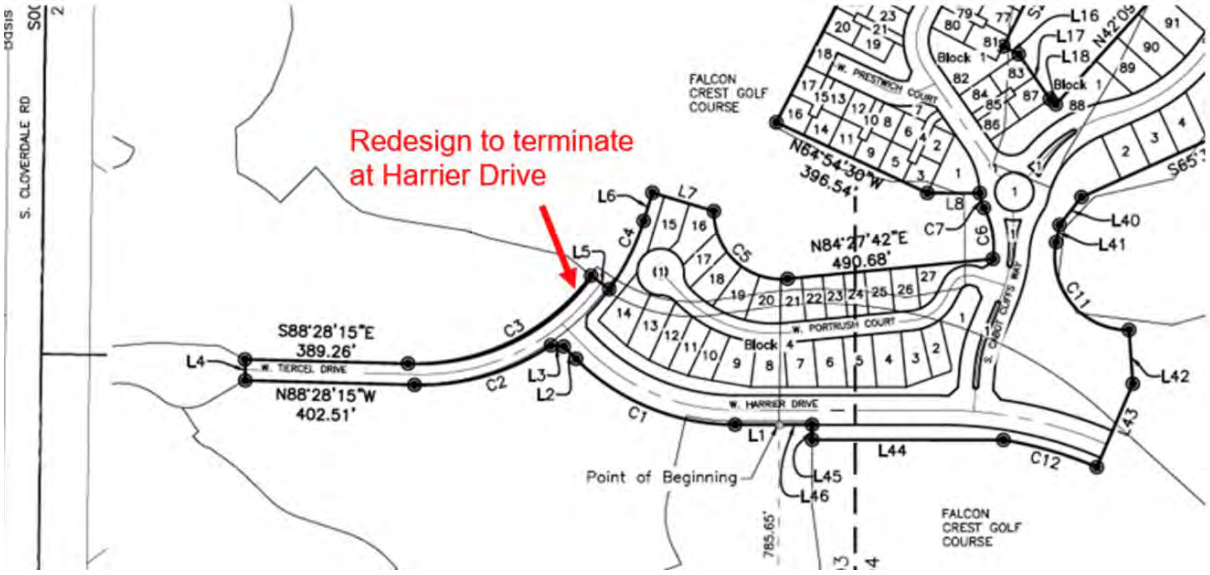
The applicant is proposing to extend Tiercel Drive into the site to stub to the site's northwest property line located 2,170-feet east of Cloverdale Road.

The applicant has proposed to construct a bulb-out and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the Tiercel Drive/Harrier Drive intersection.

d. Staff Comments/Recommendations: The applicant's proposal to construct Harrier Drive to stub to the site's east property line located approximately 3,647-feet north of Kuna Road meets District policy and should be approved as proposed. The applicant should be required to install a sign at the terminus of the stub street stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

The applicant should be required to construct a temporary cul-de-sac turnaround at the terminus of Harrier Drive, as it extends greater than 150-feet in length. The temporary cul-de-sac turnaround should be paved with a minimum 50-foot turning radius. If the temporary turnaround extends onto a buildable lot, the entire lot shall be encumbered by an easement and identified on the plat as a non-buildable lot until the street is extended.

The applicant's proposal to extend Tiercel Drive into the site and to stub to the site's northwest property line should not be approved, as proposed. Tiercel Drive is not proposed to be extended further into site as part of future phases; therefore, the applicant should redesign Tiercel Drive to terminate at the intersection with Harrier Drive and not look like a stub street. To ensure there is a clear distinction between the terminus of the public street and the extension of the private road, the applicant's proposal to construct a bulb-out and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the intersection should be approved, as proposed.



8. 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.

9. 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.

10. Other Access

Tiercel Drive and Harrier Drive are classified as collector roadway. Direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Submit an updated intersection analysis for the Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that improvements are needed, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 200th building lot. Currently there is a sufficient amount of right-of-way for the installation of the interim signal making this a feasible improvement. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should note that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Cloverdale Road/Columbia Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 200th building lot:

- Signal Agreement
- Full design and approved plans for the intersection

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the CIP.

2. Provide an updated traffic count for Tiercel Drive when 133 lots are final platted.

3. If there are more than 3,000 trips on Tiercel Drive, then construct secondary public street access to the site by constructing the off-site portion of Harrier Drive to the east and construct Five Mile Road from Kuna Road to intersect Harrier Drive with 30-feet of pavement plus a 3-foot gravel shoulder (See image C4b). Or construct a secondary access onto Kuna Road with connection through a collector or local roadway system north to Harrier Drive, as conceptually shown on page 14 above. As an alternative, the applicant may stop final platting until the secondary access is constructed to provide access to Kuna Road.

ACHD may also recommend to the City of Kuna that they withhold certificates of occupancy for single family residential units until the secondary public street access has been constructed.

4. Construct Tiercel Drive, abutting the site, as a 36-foot wide collector street section with vertical curb, gutter and a 7-foot wide planter strip within 50-feet of right-of-way and 8-foot wide detached concrete sidewalk located outside of the right-of-way. If street trees are desired, then provide an 8-foot wide planter strip. The applicant may reduce the right-of-way width to 2-feet behind back of

curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

5. Construct Harrier Drive, abutting the site's south property line as a 36-foot wide collector street section with vertical curb, gutter, an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk within 70-feet of right-of-way. The applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

6. Construct private roadways within the site. Internal public streets are not approved as part of this application.

7. Construct one new private road to intersect Harrier Drive located 1,016-feet east of Tiercel Drive. Pave the private roadway its full width and at least 30-feet into the site beyond the edge of pavement of Harrier Drive.

8. Install street name and stop signs for the private roadways. The signs may be ordered though the District. Verification of the correct, approved name of the road is required.

9. Locate a gate or keypad (whichever is closer) a minimum of 50-feet from the near edge of the roadway of Harrier Drive and an on-site turnaround shall be provided.

10. If the City of Kuna does not approve the construction of private roads, then resubmit a revised preliminary plat to ACHD for review and approval. The revised preliminary plat shall be redesigned to limit the total buildable lots to 100 to stay within ACHD's policy thresholds for new public streets with one access or to provide secondary public street access to the site.

11. Construct one stub street to the east, Harrier Drive located 3,647-feet north of Kuna Road. Construct a temporary paved cul-de-sac turnaround at the terminus of Harrier Drive with a minimum 50-foot turning radius. If the temporary turnaround extends onto a buildable lot, the entire lot shall be encumbered by an easement and identified on the plat as a non-buildable lot until the street is extended.

12. Install a sign at the terminus of the stub street, Harrier Drive, stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

13. Redesign Tiercel Drive to terminate at the intersection with Harrier Drive and not look like a stub street (See Image C7d). Construct a bulb-out with a minimum of 24-feet of pavement (face-of-curb to face-of-curb) and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the Tiercel Drive/Harrier Drive intersection to clearly delineate the transition from the public street to the private street.

14. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

15. Payment of impact fees is due prior to issuance of a building permit.

16. 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.

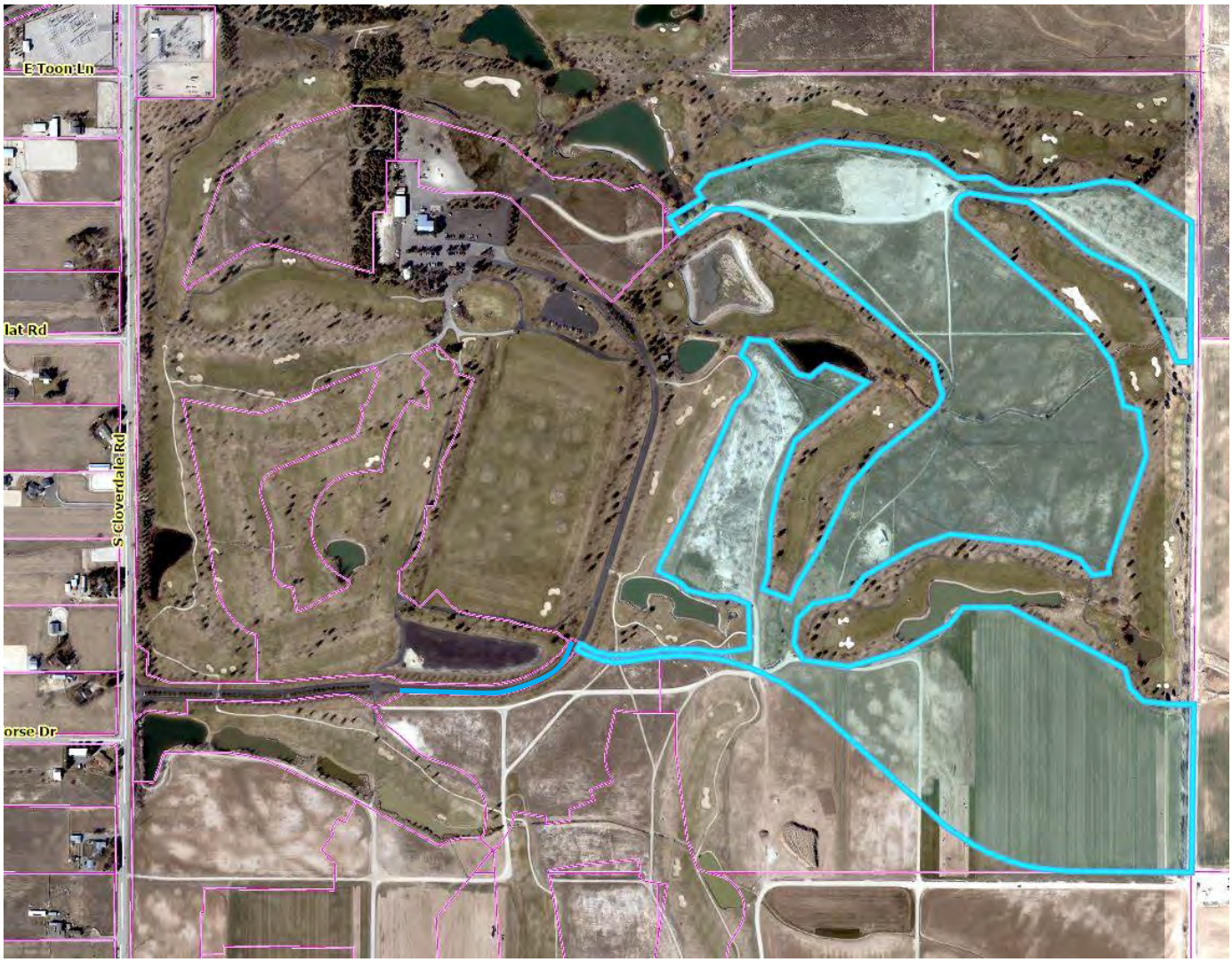
F. Conclusions of Law

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.

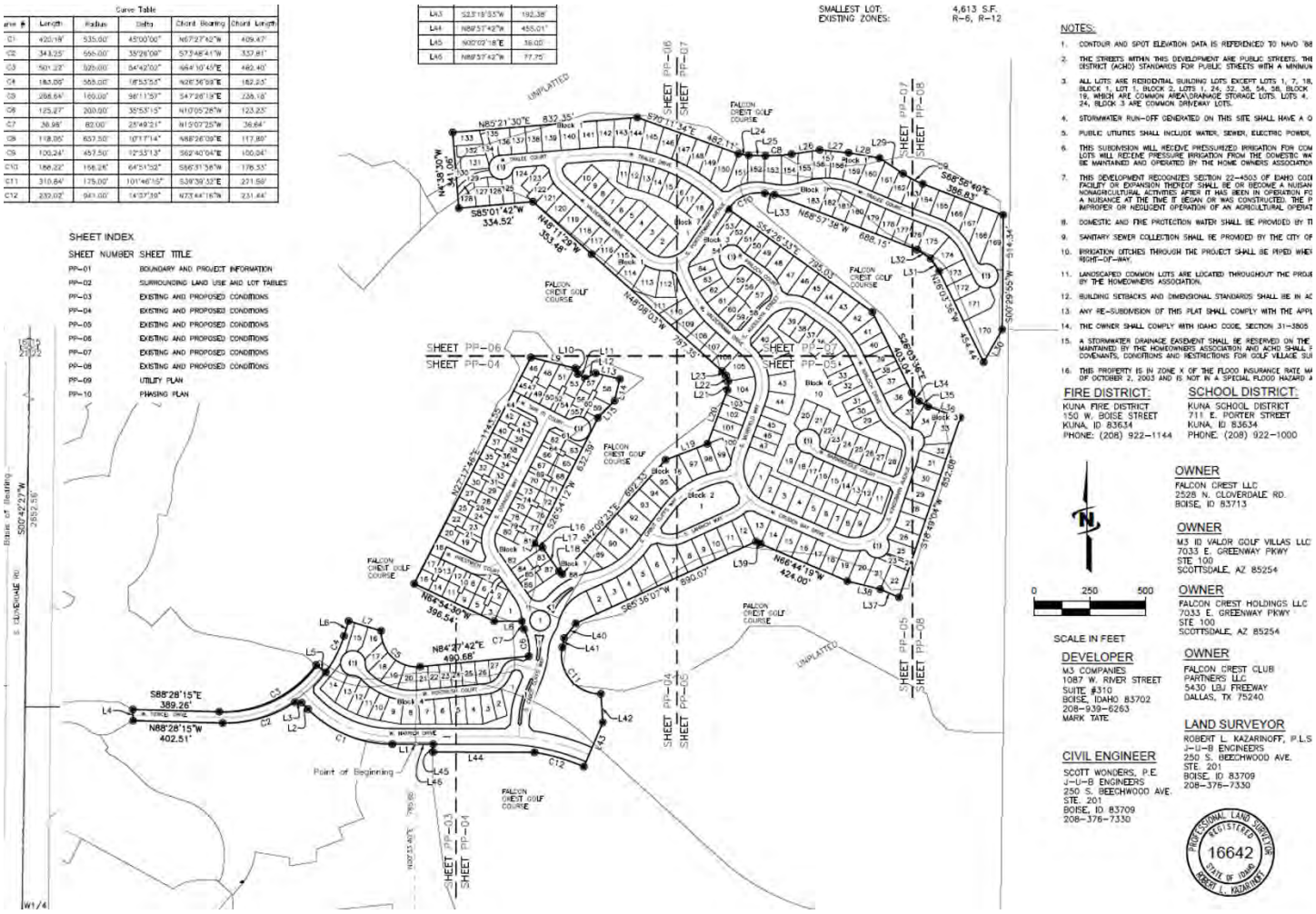
G. Attachments

1. Vicinity Map
2. Site Plan
3. TIS Executive Summary
4. Utility Coordinating Council
5. Development Process Checklist
6. Appeal Guidelines

VICINITY MAP



SITE PLAN


Curve Table
Curve # | Length | Radius | Delta | Chord Bearing | Chord Length
C1 | 420.19' | 535.00' | 45°00'00" | N67°27'42"W | 409.47'
C2 | 343.25' | 556.00' | 35°22'09" | S73°48'41"W | 337.81'
C3 | 501.23' | 525.00' | 54°42'02" | S84°10'43"E | 482.40'
C4 | 183.09' | 555.00' | 18°53'54" | N26°36'58"E | 182.23'
C5 | 286.64' | 169.00' | 97°11'57" | S47°28'19"E | 226.18'
C6 | 123.27' | 200.00' | 35°18'15" | N10°05'26"W | 123.25'
C7 | 36.98' | 82.00' | 25°49'21" | N15°07'25"W | 36.64'
C8 | 118.05' | 657.50' | 10°17'14" | N68°26'09"E | 117.89'
C9 | 100.24' | 457.50' | 12°33'13" | S62°40'04"E | 100.04'
C10 | 188.22' | 156.26' | 64°51'52" | S86°31'36"W | 178.33'
C11 | 310.84' | 175.00' | 101°46'15" | S39°39'32"E | 271.59'
C12 | 232.02' | 941.00' | 14°07'39" | N73°44'16"W | 231.44'
L43 | S23°18'35"W | 192.38'
L44 | N89°37'42"W | 455.01'
L45 | S00°02'18"E | 38.00'
L46 | N89°37'42"W | 77.75'
SMALLEST LOT: 4,613 S.F.
EXISTING ZONES: R-6, R-12
SHEET INDEX
SHEET NUMBER SHEET TITLE
PP-01 BOUNDARY AND PROJECT INFORMATION
PP-02 SURROUNDING LAND USE AND LOT TABLES
PP-03 EXISTING AND PROPOSED CONDITIONS
PP-04 EXISTING AND PROPOSED CONDITIONS
PP-05 EXISTING AND PROPOSED CONDITIONS
PP-06 EXISTING AND PROPOSED CONDITIONS
PP-07 EXISTING AND PROPOSED CONDITIONS
PP-08 EXISTING AND PROPOSED CONDITIONS
PP-09 UTILITY PLAN
PP-10 PHASING PLAN
NOTES:
1. CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD '88
2. THE STREETS WITHIN THIS DEVELOPMENT ARE PUBLIC STREETS. THE DISTRICT (ACHD) STANDARDS FOR PUBLIC STREETS WITH A MINIMUM
3. ALL LOTS ARE RESIDENTIAL BUILDING LOTS EXCEPT LOTS 1, 7, 18, BLOCK 1, LOT 1; BLOCK 2, LOTS 1, 24, 32, 36, 54, 56, BLOCK 19, WHICH ARE COMMON AREA/DRAINAGE STORAGE LOTS. LOTS 4, 24, BLOCK 3 ARE COMMON DRIVEWAY LOTS.
4. STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A O
5. PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER,
6. THIS SUBDIVISION WILL RECEIVE PRESSURIZED IRRIGATION FOR COM LOTS WILL RECEIVE PRESSURE IRRIGATION FROM THE DOMESTIC WA BE MAINTAINED AND OPERATED BY THE HOME OWNERS ASSOCIATION
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISAN NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FO A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE F IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERAT
8. DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY TI
9. SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF
10. IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHEN RIGHT-OF-WAY.
11. LANDSCAPED COMMON LOTS ARE LOCATED THROUGHOUT THE PROJE BY THE HOMEOWNERS ASSOCIATION.
12. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN AC
13. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPL
14. THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805
15. A STORMWATER DRAINAGE EASEMENT SHALL BE RESERVED ON THE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND ACHD SHALL F COVENANTS, CONDITIONS AND RESTRICTIONS FOR GOLF VILLAGE SUI
16. THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MA OF OCTOBER 2, 2003 AND IS NOT IN A SPECIAL FLOOD HAZARD A
FIRE DISTRICT:
KUNA FIRE DISTRICT
150 W. BOISE STREET
KUNA, ID 83634
PHONE: (208) 922-1144
SCHOOL DISTRICT:
KUNA SCHOOL DISTRICT
711 E. PORTER STREET
KUNA, ID 83634
PHONE: (208) 922-1000
OWNER
FALCON CREST LLC
2528 N. CLOVERDALE RD.
BOISE, ID 83713
OWNER
M3 ID VALOR GOLF VILLAS LLC
7033 E. GREENWAY PKWY
STE. 100
SCOTTSDALE, AZ 85254
OWNER
FALCON CREST HOLDINGS LLC
7033 E. GREENWAY PKWY
STE. 100
SCOTTSDALE, AZ 85254
OWNER
FALCON CREST CLUB
PARTNERS LLC
5430 LBJ FREEWAY
DALLAS, TX 75240
0 250 500
SCALE IN FEET
DEVELOPER
M3 COMPANIES
1087 W. RIVER STREET
SUITE #310
BOISE, IDAHO 83702
208-939-6263
MARK TATE
LAND SURVEYOR
ROBERT L. KAZARINOFF, P.L.S.
J-U-B ENGINEERS
250 S. BEECHWOOD AVE.
STE. 201
BOISE, ID 83709
208-376-7330
CIVIL ENGINEER
SCOTT WONDERS, P.E.
J-U-B ENGINEERS
250 S. BEECHWOOD AVE.
STE. 201
BOISE, ID 83709
208-376-7330
PROFESSIONAL LAND SURVEYOR REGISTERED 16642 STATE OF IDAHO ROBERT L. KAZARINOFF
Point of Beginning
S88°28'15"E 389.26'
N88°28'15"W 402.51'
N84°27'42"E 490.68'
N66°44'19"W 424.00'
N66°54'30"W 396.54'
S85°01'42"W 334.52'
N85°21'30"E 832.35'
S70°11'34"E 462.11'
S68°58'40"E 396.81'
N00°55'49"W 514.34'
S00°42'27"W 2652.56'
Basis of Bearing
S. CLOVERDALE RD.
UNPLATTED
FALCON CREST GOLF COURSE
SHEET PP-03
SHEET PP-04
SHEET PP-05
SHEET PP-06
SHEET PP-07
SHEET PP-08

EXECUTIVE SUMMARY

M3 Companies is proposing to develop Phase 3 of the Falcon Crest Subdivision, located on the east side of Cloverdale Road, between Deer Flat Road and Kuna Road, in Kuna, Idaho. Phase 3 includes the buildout of 215 single-family housing units and 64 homes targeted toward senior active adults within approximately 77 acres of land. Access is proposed via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 279 homes are located east of the access road and will be nestled within the existing golf course. This phase is labeled as Golf Villages C, D, and E in the illustration within the subdivision's master plan, provided in the *Falcon Crest Subdivision Transportation Impact Study* and Figure 2. Full buildout of Phase 3 is expected in the year 2025.

The master plan for the Falcon Crest Subdivision development will ultimately encompass approximately 567 acres and is anticipated to include approximately 1,732 active adult homes, 591 single-family houses, and some supporting commercial uses. Phase 1 has been approved for 409-unit senior active-adult residential housing units. Phase 1 includes a private roadway connection to Cloverdale Road, south of the existing Falcon Crest Golf Course access road, with a gated entrance into the development. Phase 2 has been approved and includes the buildout of 115 single-family housing units within 32 acres of land. Access will be via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 115 homes are located north of the access road and will be nestled within the existing golf course. Phases 1 and 2 have been included as background developments in this transportation impact study (TIS).

This TIS for Phase 3 of the development is in fulfillment of Falcon Crest's Site-Specific Condition of Approval #11, which requires an updated traffic impact study with each preliminary phase application.

FINDINGS

Existing Conditions

- The study evaluated five intersections during the AM and PM peak hour of a typical weekday (Tuesday – Thursday).
- All study intersections were found to operate at LOS D or better and all lane groups at V/C 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
    - **Cloverdale Road/Amity Road:** This intersection operates with a V/C ratio of 0.93 and the critical westbound-through/right lane group operates with a V/C ratio of 1.07 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). An interim mitigation is to add a westbound right-turn lane.

- **Cloverdale Road/Lake Hazel Road:** The westbound through/right movement operates at LOS F and V/C ratio of 1.05 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
- **Kuna Road/Meridian Road (SH-69)**: The northwest-bound left-turning movement is projected to operate at LOS F and a V/C ratio of 1.05. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69.

- All ACHD study roadway segments operate at acceptable levels of service, with the exception of the following segment:
  - **Cloverdale Road (Amity Road – Lake Hazel Road):** Mitigation requires widening to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
- Crash data at the study intersections for the most recent five years (2015-2019) was analyzed for any existing crash trends, below are the findings:
  - Study intersections averaged less than four reported crashes per year, with no crashes reported at the Cloverdale Road & Golf Course Access Road intersection.
  - Angle crashes were the most common crash type, accounting for 48% of reported crashes, which is typical for unsignalized intersections on rural roadways.
  - There were no fatality crashes reported, however, injuries were reported in approximately 37% of crashes.

Year 2025 Background Traffic Conditions

- Year 2025 background traffic volumes were forecasted assuming buildout of Phases 1 and 2 and a 2.5% compounded annual growth rate for background traffic volumes, consistent with the growth rate used in the previous *Falcon Crest Subdivision TIS*.
- The following roadway segments and intersections are planned to be completed in the 2025 buildout year:
  - **Cloverdale Road/Amity Road**: Reconstruct the intersection as a multi-lane roundabout. (IFYWP #IN205-16, construction 2025).
  - **Cloverdale Road/Lake Hazel Road:** Widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road. (IFYWP #IN205-34, construction 2024).
  - **Cloverdale Road (Amity Road – Victory Road)**: Widen to five lanes. (IFYWP #104170, construction 2025).

- Year 2025 background traffic analysis (without inclusion of site-generated trips) found that all study intersections will operate at LOS D or better and all lane groups at V/C ratio 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
    - **Cloverdale Road/Amity Road:** Similar to existing conditions, the intersection V/C ratios exceed the ACHD thresholds. Overall intersection V/C ratios are 0.96 and 0.91 during the weekday AM and PM peak hours respectively. The critical westbound-through/right lane group operates with a V/C ratio of 1.03 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
    - **Cloverdale Road/Lake Hazel Road:** Similar to existing conditions, the westbound through/right movement operates at LOS F and a V/C ratio of 1.09 which exceeds 1.0 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
    - **Kuna Road/Meridian Road (SH-69)**: Similar to existing conditions, the northwest-bound left-turning movement is projected to operate at LOS F and the V/C ratio exceeds both ACHD and ITD thresholds with a V/C ratio of 1.30 in the weekday PM peak hour. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69 which mitigates the V/C ratio but still results in the north-westbound left-turn operating at LOS E during the weekday PM peak hour.
- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segment:
    - **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing conditions, widening to five lanes is needed. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
    - **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. There are approximately 100 AM peak hour directional trips remaining on this segment. Widening to three lanes with the addition of a center turn lane is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP. It is recommended that this improvement take place sooner to maintain an acceptable level of service on this segment.

Trip Generation and Distribution

- Phase 3 of the proposed Falcon Crest Subdivision will include approximately 215 single-family housing units and 64 homes targeted toward active adults.
- Upon buildout in year 2025, the Phase 3 development is estimated to generate a total of 2,483 daily trips, 186 weekday AM peak hour trips (49 inbound / 137 outbound), and 246 weekday PM peak hour trips (154 inbound / 92 outbound).
- The distribution pattern for site-generated trips was based on a review of the roadway system, trip destinations, the COMPASS regional travel demand model area of impact modeling results, and the distribution for previous phases.

Year 2025 Total Traffic Conditions

- With the inclusion of site-generated trips, all study intersections and lane groups are expected to continue to operate acceptably with the exception of the following intersections:
    - **Cloverdale Road/Amity Road**: This intersection continues to exceed ACHD policy LOS thresholds. The westbound-through/right lane group is projected to have a V/C ratio of 1.04 and the northbound through is projected to have V/C ratio of 1.01 during the AM peak hour. Additionally, the southbound through/right lane group is projected to have a V/C ratio of 1.05 during the weekday PM peak hour. The overall V/C ratios for the intersection is projected to be 0.99 and 0.94 during the weekday AM and PM peak hours, respectively, which exceeds the ACHD policy of 0.90.
        - The intersection is projected to operate acceptably in the shoulder peak hours.
        - A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
        - The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP) which mitigates the intersection.
        - The site generated traffic is estimated to be approximately 2.9 percent and 3.3 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
    - **Cloverdale Road/Lake Hazel Road:** This intersection continues to exceed ACHD policy LOS thresholds. The westbound through/right movement operates at LOS F and is projected to have a V/C ratio of 1.12 during the AM peak hour.
        - The intersection is projected to operate acceptably in the shoulder peak hours.
        - A westbound right-turn lane could also be considered for an interim mitigation.

- This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34) which mitigates the intersection.
- The site generated traffic is estimated to be approximately 4.5 percent and 5.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

o **Kuna Road/Meridian Road (SH 69)**: This intersection continues to exceed ACHD and ITD LOS thresholds. The northwest-bound left-turn lane group on Kuna Road is projected to operate at LOS F with a V/C ratio of 1.38. As described in the existing conditions summary, this intersection is estimated to meet warrants for installation of a traffic signal. The northwest-bound left-turning movement is projected to also exceed capacity in the shoulder PM peak hour.

- The northwest-bound movement is projected to continue to exceed capacity in the shoulder peak hours.
- With a short section of two-way-left-turn lane to allow a two-stage left-turn from Kuna Road, the intersection will meet ACHD and ITD V/C policy, but the left-turn from Kuna Road will operate at LOS F in the PM peak hour which does not meet ITD policy.
- ITD is conducting a corridor study for SH-69 that is currently recommending an RCUT at this intersection which will eliminate the left-turn from Kuna Road and utilize a median U-turn at a location to the north to serve that movement.
- The site generated traffic is estimated to be approximately 2.3 percent and 2.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- One unsignalized intersection meets ACHD policy but operates at LOS D or worse:

o **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the PM peak hour but is over the LOS D threshold for evaluation of signal warrants. This intersection is planned to be improved to a multilane roundabout between year 2036 and 2040 per the ACHD 2020-2040 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segments:

o **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing and background traffic conditions, widening to five lanes is needed. This segment is programmed

currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.

- This segment also does not meet the ACHD policy thresholds for the shoulder peak hours.
- The site generated traffic is estimated to be approximately 4.2 percent and 4.6 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. Widening to three lanes is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
  - This segment does meet the ACHD policy thresholds for the shoulder peak hours.
  - The segment thresholds are approximately 100 weekday AM peak hour trips and 133 weekday PM peak hour trips above the existing traffic volumes.
  - The need for widening is estimated to occur in approximately 2023 at which time approximately 172 Phase 3 residential homes would be completed.
  - The site generated traffic is estimated to be approximately 8.6 percent and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Site Access Evaluation

- The intersection and lane groups of Cloverdale Road/Golf Course Access intersection and the two Internal Roundabouts are expected to operate acceptably with Phase 3 buildout of the site during the AM and PM peak hours.
- The daily traffic on the internal streets is projected to be under the ACHD policy thresholds with the exception of the following segments:
  - **Golf Course Access Road (Cloverdale to Phase 2 Access):** The collector roadway is expected to carry approximately 4,200 daily trips which is above the ACHD policy threshold of 3,000 daily trips on a collector that provides a single access to a development. While a secondary local street access to Cloverdale Road will be provided with Phase 1, it will be a gated access for the residents of Phase 1 and therefore is assumed to not meet the ACHD policy for a second access since it will not be available for Phase 2 and Phase 3 traffic.
    - The next phase of the development is planned to include an additional public street connection back to Kuna Road which will provide the necessary secondary access.

- The 3,000 daily trip limit is expected to occur in approximately 2022 with the addition of 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently as they are expected to occur.

- **Phase 3 Access Road:** The local road that will access Phase 3 is projected to carry the approximately 2,485 daily trips generated by this phase of the development, which is in excess of the ACHD standard of 2,000 daily trips on a local street and 1,000 daily trips on a local street being a single access to a development. Mitigation would require addition of another connection from the east-west collector to the new neighborhood. The following should be considered in determining whether a second access is necessary:
  - A secondary fire access will be provided.
  - If the Phase 3 access road remains a local street with a maximum allowable daily trip threshold of 2,000, approximately 224 units could be completed prior to reaching the daily trip threshold.
    - Given the lot sizing and target buyer of a golf course community, trips on this roadway may be lower than projected due to the assumption that all of the single family homes will be similar to a typical suburban home is likely conservative and many homes will have a lower trip generation similar to a senior detached home.
  - ACHD staff have indicated that these local roadways in Phase 3 could potentially be private streets.

- The results from the turn lane warrant analysis found the following:
  - **Cloverdale Road/Golf Course Access**: The existing southbound left-turn lane was identified in needing to be improved to meet current ACHD criteria. This improvement has already been conditioned on Phase 2 by ACHD.
- The results from the queuing analysis found that the 95th percentile queue lengths can be accommodated at the proposed site accesses, with expected queues of one vehicle.
- The intersection sight distance was reviewed, finding that intersection sight distance is available at the Cloverdale Road & Golf Course Access Road.
- The proposed Phase 3 site access is approximately 900 feet from the Golf Course Access Road which meets the ACHD access spacing on collector streets of 150 feet from stop-controlled intersections and 330 feet between local street intersections.
- A review of the site plan identified proposed golf cart path crossings of the local streets in Phase 3, some of which are near intersections and some away from intersections. Intersection sight distance should be provided at these locations and it either placing the crossings at intersections or far enough away from the intersections to be considered mid-block.

RECOMMENDATIONS

Based on the findings and conclusions, recommendations are provided for the buildout of Phase 3 of the Falcon Crest Development.

Existing (2021) Conditions Needs

- **Cloverdale Road/Amity Road**: Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2025 are not constructed.
    - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road/Lake Hazel Road**: Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2024 are not constructed.
    - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - The site generated traffic is estimated to be approximately 4.5 and 5.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Kuna Road/Meridian Road (SH-69)**: Addition of a center turn lane refuge area for north-westbound left-turns or signalization should be considered prior to corridor improvements by ITD.
    - The site generated traffic is estimated to be approximately 2.3 and 2.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road (Amity Road – Lake Hazel Road):** Widen to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
    - The site generated traffic is estimated to be approximately 4.2 and 4.6 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.

Year 2025 background Conditions

- Make improvements identified under existing conditions.
- In addition to the improvements required under existing conditions the following improvements are recommended:
    - **Cloverdale Road/Amity Road**: Widen to provide an additional southbound right turn lane in addition to the westbound right turn lane required under existing conditions if intersection improvements planned by ACHD in 2025 are not constructed.
        - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
        - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
    - **Cloverdale Road (Lake Hazel Road – Columbia Road):** Widen to three lanes if interim widening is deemed necessary. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
        - The site generated traffic is estimated to be approximately 8.6 and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
        - The segment meets ACHD segment volume thresholds during the shoulder peak hours under 2025 total traffic conditions and therefore ACHD policy may allow for mitigation to include an improvement within the vicinity of the site as mitigation. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the weekday PM peak hour but is projected to meet signal warrants based on the ACHD policy to evaluate signal warrants if LOS is D or worse. Therefore, a signal is expected to be needed beyond buildout of this project phase. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Phase 3 Site Specific Recommendations

- Golf Course Road Collector

- Plan for connection of collector system to Kuna Road as part of future phases to address the ACHD 3,000 daily trip threshold for a single collector street access.
    - The connection is needed with the addition of approximately 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently

- Phase 3 Local Access Road
    - Coordinate with the City of Kuna and ACHD to ensure the number homes is acceptable due to the projected trips exceeding the ACHD local street threshold of 2,000. If necessary, monitor traffic volumes after completion of approximately 224 residential units to identify if the remaining homes can be completed withing the 2,000 daily traffic threshold. ACHD has indicated designation as private street may also be an option.
- Cloverdale Road & Golf Course Access Road
    - Improve the existing two-way left-turn as already conditioned on Phase 2.
- Phase 3 Internal Roundabout
    - Construct the single-lane internal roundabout at its proposed location, with one entry and exit lane for each approach.
- Golf cart path crossings
    - Provide a delineated crossing with approach signage.
    - Review crossing locations with ACHD to ensure they are either at designated intersections or sufficient distance from existing intersections.
- The following recommendations have been identified to ensure adequate sight distance at site access points, the internal roundabout, and internal roadways.
    - Remove miscellaneous vegetation and potential obstructions along Cloverdale Road as necessary to obtain and maintain adequate intersection sight distance.
    - Shrubbery and landscaping near the internal intersections and the site access point should be maintained to ensure adequate sight distance.
    - If future widening occurs along Cloverdale Road, utility poles should be set back outside of the sight lines.

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.

Troy Behunin

From: Stacey Yarrington <syarrington@adacounty.id.gov>
Sent: Thursday, July 22, 2021 1:52 PM
To: Troy Behunin
Subject: RE: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Categories: Agency Comments

Troy,
Thank you for the opportunity to provide comment, however, Ada County does not have any comments on this application.
Thanks again,

Stacey Yarrington
Community & Regional Planner
Ada County Development Services
200 W. Front St., Boise, ID 83702
syarrington@adacounty.id.gov
(208) 287-7944 *office*
(208) 287-7909 *fax*

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Tuesday, July 20, 2021 12:00 PM
To: Stacey Yarrington <syarrington@adacounty.id.gov>
Subject: [EXTERNAL] Falcon Crest Golf Villages AGENCY COMMENT REQUEST

CAUTION: This email originated from outside Ada County email servers. Do not click on links or open attachments unless you recognize the sender and know the content is safe. Verify the sender by mouse-hovering over their display name in order to see the sender's full email address and confirm it is not suspicious. If you are unsure an email is safe, please report the email by using the 'Phish Alert' button in Outlook.

Apparently this didn't like you email address. Please let me know you received this.
Thanks,
Troy

From: Troy Behunin
Sent: Tuesday, July 20, 2021 11:58 AM
To: 'A gilman' <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' <lbadigia@cdhd.idaho.gov>; 'Charlie Butterfield (Meridian Rural Fire District)' <cbutterfield@meridiancity.org>; 'Chief Fratusco' <mfratusco@adacounty.id.gov>; 'COMPASS' <cmiller@compassidaho.org>; 'David Reinhart' <dreinhart@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>; 'Joe Bongiorno (Meridian Deputy Fire Marshall)' <jbongiorno@meridiancity.org>; 'Judy Gerhart' <jgerhart@meridiancity.org>; 'Julie Stanley (Regional Address Management)' <Julie.R.Stanley@usps.gov>; 'Krystal Hinkle' <khinkle@kunafire.com>; 'Marc Boyer (Kuna Postmaster)' <marc.c.boyer@usps.gov>; 'Marci Horner (West Ada School District)' <horner.marci@westada.org>; 'Megan Leatherman' <mleatherman@adaweb.net>; 'New York Irrigation' <terri@nyid.org>; 'Paris Dickerson' <PDickerson@idahopower.com>; Paul Stevens <PStevens@kunaid.gov>; 'Planning Manager (Ada County Development Services)' <jboal@adaweb.net>; 'Robie Reno' <rreno@kunaschools.org>; 'Stacey Yarrington' <syarrington@adacounty,id.gov>; 'TJ Lawrence' <tlawrence@kaunfire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Everyone,
Please review the attached PDF/Request for comment about the Falcon Crest Golf Villages Preliminary plat and send relevant comments back to our office within the time frame requested.

This is tentatively scheduled for a *Sept. 28, 2021*, Commission meeting. If you need additional time, please let our office know as soon as you are able.
Thanks!
Troy

Troy Behunin
Planner III
City of Kuna
751 W. 4th Street
Kuna, ID 83634
TBehunin@KunaId.Gov

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CENTRAL DISTRICT HEALTH

Ada County Transmittal

Division of Community and Environmental Health

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

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 21-04-S

Falcon Crest Golf Village

EXHIBIT 2.24

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

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

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

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

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

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

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

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

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

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

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

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

☐ 14. _____

Reviewed By: Ron Poole

Date: 7/26/21

EXHIBIT 2.25

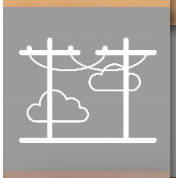
Communities in Motion 2040 2.0 Development Review

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: Falcon Crest Golf Villages (21-04-S) **Agency: Kuna**

CIM Vision Category: Rural

New households: 291 **New jobs: 0** **Exceeds CIM forecast: No**

 CIM Corridor: **Cloverdale Road** Pedestrian level of stress: **R** Bicycle level of stress: **R**	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.
 Housing within 1 mile: **200** Jobs within 1 mile: **150** Jobs/Housing Ratio: **0.8**	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.
 Nearest police station: **>4 miles** Nearest fire station: **>4 miles**	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.
 Farmland consumed: **Yes** Farmland within 1 mile: **947 acres**	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.
 Nearest bus stop: **>4 miles** Nearest public school: **>4 miles** Nearest public park: **>4 miles** Nearest grocery store: **>4 miles**	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.

Recommendations

This location is still in a predominately farmland area. Nearby services, such as schools, parks, grocery, and other services are likely accessed only by vehicle and there are no plans for public transportation to this location.

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

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 N Orchard Street, Boise, ID 83706
(208) 373-0550

Brad Little, Governor
Jess Byrne, Director

July 30, 2021

By e-mail: TBehunin@KunaId.Gov

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

Subject: Falcon Crest Golf Villages Subdivision, 21-04-S

Dear Mr. Behunin:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. **AIR QUALITY**

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

- All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.

- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.

- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

- For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: https://www.deq.idaho.gov/water-quality/drinking-water/. For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollution Discharge Elimination System (IPDES) Permit. A Construction General Permit from DEQ may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

  For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards
- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

  For questions, contact Albert Crawshaw, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,



Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2021AEK143

Troy Behunin

From: Scott Arellano <scott@fccnwi.com>
Sent: Monday, October 25, 2021 2:02 PM
To: TLawrence Kuna Fire; Troy Behunin
Subject: Re: FW: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Categories: Agency Comments

Good afternoon Troy,

Speaking from a State Fire Code perspective, I don't see any reason for concern with the proposed changes in section 6-3-3.

- The current Idaho Fire Code requires special approval for any dead-end roadway over 750 feet. In this scenario, Fire would require an alternative access point into any development. (IFC appendix D103.4)
- The current Idaho Fire Code requires a 96' diameter cul-de-sac beginning with dead end roads at 151'. The proposal indicates a 50' minimum radius which gives us 100' cul-de-sacs. Maybe those include the sidewalks with sloped curbs but that is generally accepted. (IFC D103.1)

Obviously TJ should chime in since he has the final say. Let me know if you would like something else.

Scott Arellano, CFM
Kuna Rural Fire District
1.208.780.9063 (cell)
1.208.629.8636 (office)

On Mon, Oct 25, 2021 at 1:31 PM T.J. Lawrence <tlawrence@kunafire.com> wrote:

> This was sent to me by Troy and not sure if you have seen it.
>
> T.J. Lawrence
>
> Fire Chief
>
> Kuna Rural Fire District
>
> PO Box 607
>
> Kuna, Idaho 83634
>
> Station 1:(208)922-1144
>
> Fax:(208)922-1982

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Friday, October 22, 2021 3:06 PM
To: T.J. Lawrence <tlawrence@kunafire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

TJ,

I was wondering if you folks have comments concerning this project? I ask because the applicant was provided the following exception to the KCC code, but there is a catch. The left column is current code…. But through the Planned Unit Development process (PUD), they were approved for the changes in the right column. If you would weigh in on at least that portion of the project, we would certainly appreciate it. 😊it will make the public hearing go better. I know they will be connecting long cul-de-sacs with EMS access. Perhaps they have already visited with you about this…?

If you have any questions, please let me know.

This is scheduled to go to the P&Z Commission on Nov 9th.

Thanks,

troy

From: T.J. Lawrence <tlawrence@kunafire.com>
Sent: Tuesday, July 20, 2021 5:45 PM
To: Troy Behunin <tbehunin@kunaid.gov>
Subject: RE: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

I did receive this. Thank you Troy

T.J. Lawrence

Battalion Chief

Kuna Rural Fire District

PO Box 607

Kuna, Idaho 83634

Station 1:(208)922-1144

Fax:(208)922-1982

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Tuesday, July 20, 2021 12:00 PM
To: T.J. Lawrence <tlawrence@kunafire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

TJ,

Apparently this didn't like you email address. Please let me know you received this.

Thanks,

Troy

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To: 'A gilman' <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' <lbadigia@cdhd.idaho.gov>; 'Charlie Butterfield (Meridian Rural Fire District)' <cbutterfield@meridiancity.org>; 'Chief Fratusco' <mfratusco@adacounty.id.gov>; 'COMPASS' <cmiller@compassidaho.org>; 'David Reinhart' <dreinhart@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>; 'Joe Bongiorno (Meridian Deputy Fire Marshall)' <jbongiorno@meridiancity.org>; 'Judy Gerhart' <jgerhart@meridiancity.org>; 'Julie Stanley (Regional Address Management)' <Julie.R.Stanley@usps.gov>; 'Krystal Hinkle' <khinkle@kunafire.com>; 'Marc Boyer (Kuna Postmaster)' <marc.c.boyer@usps.gov>; 'Marci Horner (West Ada School District)' <horner.marci@westada.org>; 'Megan Leatherman' <mleatherman@adaweb.net>; 'New York Irrigation' <terri@nyid.org>; 'Paris Dickerson'

<PDickerson@idahopower.com>; Paul Stevens <PStevens@kunaid.gov>; 'Planning Manager (Ada County Development Services)' <jboal@adaweb.net>; 'Robie Reno' <rreno@kunaschools.org>; 'Stacey Yarrington' <syarrington@adacounty,id.gov>; 'TJ Lawrence' <tlawrence@kaunfire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Everyone,

Please review the attached PDF/Request for comment about the Falcon Crest Golf Villages Preliminary plat and send relevant comments back to our office within the time frame requested.

This is tentatively scheduled for a *Sept. 28, 2021*, Commission meeting. If you need additional time, please let our office know as soon as you are able.

Thanks!

Troy

Troy Behunin
Planner III
City of Kuna
751 W. 4th Street
Kuna, ID 83634

TBehunin@KunaId.Gov

KUNA
Planning & Zoning

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Kuna School District

Inspiring each student to become a lifelong learner and a contributing, responsible citizen.

Dec 9, 2021

Dear City of Kuna,

Kuna School District has experienced approximately 2% growth over the last ten years. This development will generate approximately 174 additional students. Given the current approvals you have granted, we cannot serve Falcon Crest Golf Villages Subdivision given the number of developments approved within this school zone, once the area is built out, without additional bonds.

School	Capacity	Current Enrollment
Silver Trail Elementary	616	554
Fremont Middle School	660	573
Kuna / Swan Falls High	2000	1898

In the 2019 City of Kuna Comprehensive Plan approved by the City Council you state: “School facilities will expand, as needed, to keep pace with Kuna’s growing population.” In order to expand we require partnerships with the developers and most importantly, bonds. As you know, bonds in the State of Idaho require a 67% super majority to pass for school construction and expansion. We cannot legally advocate for a bond, therefore passage to keep up with growth is not in our control.

We also seek partnerships with the residential developers of this area. Few have come forward to help offset the costs associated with expansion. When those partnerships are established we will always inform the City of Kuna through an amended letter.

In the future we will write a more detailed letter with the period of Agency Comment.

Regards,

David Reinhart and Robbie Reno
School District Planners

711 E. Porter Rd., Kuna, Idaho 83634
Phone: (208) 922-1000 FAX: (208) 922-5646

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

Case No. 21-04-S: Falcon Crest Golf Villages Subdivision;
Preliminary-Plat.

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, December 14, 2021, at 6:00 PM**, or as soon as can be heard; in connection with a **Preliminary Plat (S)** request for *Falcon Crest Golf Villages Subdivision*. Wendy Shrief of JUB Engineers on behalf of M3 Companies, requests approval to subdivide approx. 86.90 acres into 291 Residential Lots and 43 Common Lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

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.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

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*(No need to print this portion) Please publish one time on **November 24, 2021**.*

(Sent 11.12.2021)

Kuna P.O. #12652

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. 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

EOPOST FIRST-CLASS MAIL
11/23/2021
US POSTAGE $000.00
ZIP 83634
041M11460992

EXHIBIT 2.30

JR 11.23.21

City of Kuna

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **Planning & Zoning Commission** is scheduled to hold a Public Hearing on **Tuesday, December 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:

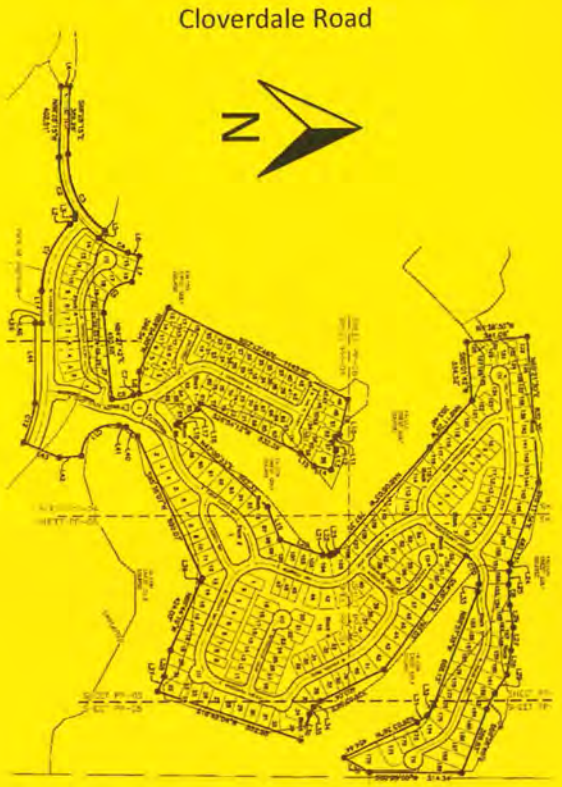
Case No. 21-04-S (Preliminary Plat) Falcon Crest Golf Villages Subdivision

Wendy Shrief of JUB Engineers, on behalf of M3 Companies, requests approval to subdivide approx. 86.90 ac. into 291 residential lots & 43 common lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units Per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale & Kuna Roads, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

The public is invited to provide written or oral testimony. Due to current health precautions associated with COVID-19, alternative methods have been provided. Contact Planning & Zoning at (208) 922-5274 for more information.

Written testimony received by close of business **December 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 11.23.2021



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

Case No. 21-04-S: Falcon Crest Golf Villages Subdivision;
Preliminary-Plat.

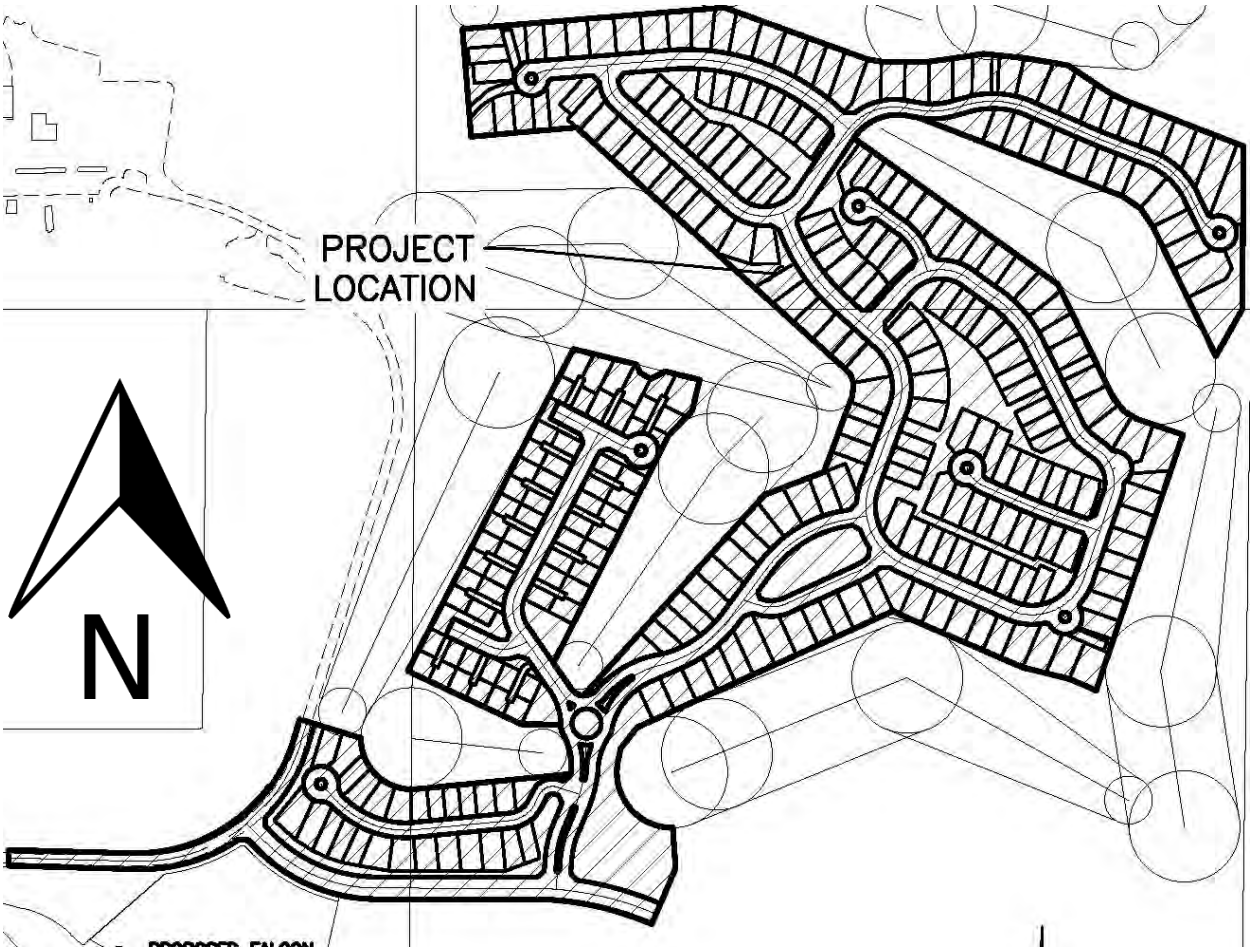
NOTICE IS HEREBY GIVEN the Planning & Zoning Commission will hold a public hearing **Tuesday, September 28, 2021, at 6:00 PM**, or as soon as can be heard; in connection with a **Preliminary Plat (S)** request for *Falcon Crest Golf Villages Subdivision*. Wendy Shrief of JUB Engineers on behalf of M3 Companies, requests approval to subdivide approx. 86.03 acres into 291 Residential Lots and 43 Common Lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

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.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

Map provided on Page 2



To Cloverdale Road

City of Kuna
PROOF OF PROPERTY POSTING

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

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for Falcon Crest Golf Village Sub (**NAME OF SUBDIVISION OR ADDRESS**) was posted as required per Kuna City Ordinance 5-1A-8. Sign posted Friday, October 15, 2021 (**DAY OF THE WEEK, MONTH, DATE AND YEAR**). *This form is required to be returned three (3) calendar days subsequent to posting and signs are to be removed from the site three (3) calendar days after the hearing.*

DATED *this* 15th *day of* October, 2021

Signature,

Owner/Developer

STATE OF IDAHO)
): ss
County of Ada)

On this 15th *day of* October, 2021, *before me the undersigned, a Notary Public in and for said State, personally appeared before me (Owner, Developer).*

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

HOLLY WEIGEL NOTARY PUBLIC STATE OF IDAHO

Notary Public
Residing at Boise

Commission Expires 4/5/2027

BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF	)	**Case Nos. 21-04-S (Preliminary Plat)** **21-14-DR (Design Review)**
M3 ID VALOR GOLF VILLAGES, LLC	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF RECCOMENDED APPROVAL OF PRELIMINARY PLAT APPLICATION, AND APPROVAL OF DESIGN REVIEW APPLICATION.**
For Preliminary Plat and Design Review for the *Falcon Crest Golf Villages Subdivision.*	)	

THESE MATTERS came before the Planning and Zoning Commission for Public Hearing on September 28, 2021, and tabled multiple times, and were ultimately heard on December 14, 2021, for receipt and consideration by the Planning and Zoning Commission of these recommended Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Applications. The Planning and Zoning Commission does now hereby make and set forth the Record of Proceedings, and these recommended Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Report			X
2.1	P & Z Application Coversheet			X
2.2	Preliminary Plat Application			X
2.3	Design Review Application			X
2.4	Narrative			X
2.5	Vicinity Map – 1/2 mile radius			X
2.6	Vicinity Map – Site			X

2.7	Legal Description			X
2.8	Warranty Deed One			X
2.9	Warranty Deed Two			X
2.10	Warranty Deed Three			X
2.11	Affidavit of Legal Interest			X
2.12	Neighborhood Meeting Certification			X
2.13	Subdivision Name Reservation			X
2.14	Preliminary Plat			X
2.15	UPDATED Preliminary Plat – Reflects ACHD changes.			X
2.16	Landscape Plan			X
2.17	Common Lots Maintenance Agreement (CC&R's)			X
2.18	Commitment to Post Property			X
2.19	TIS Executive Summary			X
2.20	Agency Transmittal (Request for Comments)			X
2.21	City Engineer			X
2.22	ACHD (Ada County Highway District)			X
2.23	Ada County Development Services			X
2.24	CDHD (Central District Health Department)			X
2.25	COMPASS (Community Planning Association of Southwest Idaho)			X
2.26	DEQ (Department of Environmental Quality)			X
2.27	KRFD (Kuna Rural Fire District)			X
2.28	KSD (Kuna School District)			X
2.29	P&Z Kuna Melba News			X
2.30	P&Z Land Owner Mailer			X
2.31	P&Z Website Notice			X
2.32	P&Z Proof of Property Posting			X

1.2 Hearings

1.2.1 Planning and Zoning Commission continued this item multiple times beginning September 28, 2021 and it was ultimately hear December 14, 2021. The FCO's have been requested to go to the Planning and Zoning Commission on January 25, 2022.

1.3 Witness Testimony

1.3.1 Those who testified at the Commission's December 14, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Planner III

1.3.1.2 Appearing for the Applicant:
Mark Tate, M3 Companies - Testified.

1.3.1.3 Appearing in Favor:
None

1.3.1.4 Appearing Neutral:
None

1.3.1.5 Appearing in Opposition:
Robbie Reno, Kuna School District No. 3 – Testified.

II
DECISION

WHEREUPON THE PLANNING AND ZONING COMMISSION being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING RECCOMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the December 14, 2021 hearing on the Preliminary Plat for Falcon Crest Golf Villages Subdivision in the *Kuna Melba Newspaper*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

Newspaper	*Dates Published*
Kuna Melba Newspaper	November 24, 2021

3.1.2.2 Notice for the December 14, 2021 hearing containing the description of the property proposed to be developed, was mailed on November 23, 2021, to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the December 14, 2021, hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on October 15, 2021. A Proof of Property Posting was provided to staff on October 19, 2021.

3.1.2.4 Notice for the December 14, 2021, hearing was posted in conspicuous places within City Hall on the Foyer's Bulletin Boards and City Website.

3.2 Findings Regarding Preliminary Plat

3.2.1 The land for proposed subdivision is comprised of one (1) parcel totaling approximately 38.5 acres. The parcel includes the following:

Property Owner	Parcel Size:	Current Zone:	APN:
M3 ID Valor Golf Villages, LLC	86.90	R-6 Medium Density Residential (MDR) And, R-12 High Density Residential (HDR)	S1422110300

3.2.2 The proposal is for a subdivision that would include 352 lots (291 residential lots, 18 common driveway lots, and 43 common lots).

3.2.3 The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	R-6	Medium Density Residential – Kuna City
South	R-6	Medium Density Residential – Kuna City
East	R-6 RR	Medium Density Residential – Kuna City Rural Residential – Ada County
West	R-6	Medium Density Residential – Kuna City

3.2.4 All technical requirements listed in KCC 6-2-3 were provided on the Preliminary Plat.

3.2.5 The proposed Subdivision is within the Orchard Lift Station Sewage Basin which has available capacity and the sewer line is currently being extended to W Tiercel Drive. Sewer and water flow models will be required to verify pipe sizes and shall be paid by developer.

3.3 Testimony of the City Planner

3.3.1 **Conclusions**: The City Planner, in a staff report to the Planning and Zoning Commission dated December 14, 2021, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 On April 1, 2021 staff held a pre-application meeting with the Applicant and representatives from Planning and Zoning, Public Works, Parks and Recreation, ACHD, ITD, Kuna School District (KSD), Kuna Rural Fire District (KRFD) and the Kuna Police Department (KPD) were all invited to attend. The applicant held a Neighborhood Meeting on April 5, 2021, seven (7) residents attended. Meeting minutes have been included with this packet.

3.3.1.2 The Applicant proposes to subdivide approximately 86.90 acres into 291 Residential lots, 43 common lots and 18 common driveways. These lands were Annexed into Kuna City Limits in February 2019, with two (2) zones; R-6,

MDR, and R-12, (HDR. The overall gross density of the project is proposed at 3.38 dwelling units per acre (DUA).

3.3.1.3 13.29 acres, or 15+ percent of the project, is proposed to be usable open space, including all end caps, buffers, parks, and pathways. Pathways are provided throughout the subdivision to provide pedestrian connectivity. Staff recommends additional paved walking surfaces be added to open spaces. Staff specifically requests paved surfaces for pedestrians for the following Lot and Blocks:

3.3.1.3.1 Block 7, Lot 11 to lot 2 or 19;
3.3.1.3.2 Block 56, from Portstewart Ave. to the Cul-de-sac; and
3.3.1.3.3 Connect the proposed path in Block 6, to Auodlhya Street.

3.3.1.4 KCC 5-17-12-D requires developments with a range of 250 - 300 homes/dwelling units to devote 9.50% of the development area to useable open space; staff views the proposed open space for *Falcon Crest Golf Villages* to be in compliance with Kuna City Code (KCC). KCC requires sidewalks on collectors to be a minimum of eight (8) feet. Staff recommends detached eight (8) foot sidewalks on both sides of Tiercel and Harrier Drives as these streets will both function as Collector Roads.

3.3.1.5 The proposed Subdivision is within the Orchard Lift Station Sewage Basin which has available capacity and the sewer line is currently being extended to W Tiercel Drive. Sewer and water flow models will be required to verify pipe sizes and shall be paid by Developer.

3.3.1.6 ACHD policies do not allow for S Cabot Cliffs Way to be public due to estimated vehicle trips exceeding policy thresholds. However, the Falcon Crest PUD project was previously approved (2019; 18-04-S &18-02-PUD) to allow for private streets on a case-by-case basis. Due to site constraints and the inability to provide a connection to neighboring parcels, ACHD will not accept streets downstream from S Cabot Cliffs Way. The Applicant shall be conditioned to construct S Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD accepts the streets.

3.3.1.7 KCC 6-3-3 states cul-de-sacs must be 500 feet or shorter. In 2019 (18-04-S &18-02-PUD), the Applicants modification request of KCC 6-3-3, from 500 feet max. to 700 feet was approved. However, the approved language also requires KRFD approval & EMS access.

3.3.1.8 The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The Applicant will be required to ensure street lights are at a maximum spacing not exceeding 250 ft. The final location of street lights will be approved at the time of construction document review. Staff notes all streetlights must be designed and installed according to "Dark Sky" standards.

3.3.1.9 A Design Review application for common area landscaping and open space was included as a part of the overall application. The application includes several internal pathways, staff will require the Applicant comply with KCC

5-5-5-F and install "see-through" fence in the appropriate locations. With the addition of pathways listed above, staff finds the proposed landscaping, buffers and common space to be in compliance with Kuna City Code. Additionally, staff notes that if this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any meter pits, pressurized irrigation valves, and/or ACHD underground facilities. In the event that locations of landscape elements are within the locations listed above, the landscaping in that area must be moved to an alternate location, and an updated landscape plan must be provided to staff *prior* to scheduling final landscape and street light inspection(s). The Developer, Owner and/or Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify landscaping and street light placement compliance prior to signature on the final plat for each phase.

3.3.1.10 Kuna's Comprehensive Plan (Comp Plan) encourages a variety of housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comp Plan are included in staffs report.

3.3.2 Staff Recommendations: As a result of the review, Planner III, Troy Behunin, recommends that if the Planning and Zoning Commission recommends approval of Case No. 21-04-S (Preliminary Plat), and approves Case No. 21-14-DR (Design Review), the Applicant be subject to the following Conditions of Approval:

3.3.2.1 The Applicant and/or Owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

3.3.2.1.1 The City Engineer shall approve the sewer hook-ups.

3.3.2.1.2 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.

3.3.2.1.3 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".

3.3.2.1.4 The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.

3.3.2.1.5 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.3.2.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).

3.3.2.1.7 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.

3.3.2.2 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-B-22.

3.3.2.3 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.

3.3.2.4 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 Kuna Municipal Pressure Irrigation System of the City (KMIS).

3.3.2.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform all corresponding Master Plans.

3.3.2.6 The Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional lift station capacity.

3.3.2.7 Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code 5-17 and 6-4.

3.3.2.8 Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic mitigation improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.

3.3.2.9 Developer is conditioned to follow ACHD's site specific conditions of approval, unless the City of Kuna's standards are stricter.

3.3.2.10 Developer/Owner/Applicant shall install a sign at the terminus of every proposed stub street stating these roads will continue in the future. Developer/Owner/Applicant shall obtain proper language from Ada County Highway District.

3.3.2.11 Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.

3.3.2.12 The applicant shall install sod wherever the landscape plan (dated February 8, 2021) identifies "Lawn" and provide staff an updated landscaping plan accommodating the requested change.

3.3.2.13 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices..

3.3.2.14 Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).

3.3.2.15 All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property

3.3.2.16 Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.

3.3.2.17 The Applicant shall install sod wherever the landscape plan identifies "Lawn" and provide staff an updated landscaping plan accommodating the requested change.

3.3.2.18 All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.

3.3.2.19 The Developer/Owner/Applicant shall not submit an application for final plat until the City's Public Works Director issues a Will-Serve Letter to the applicant stating that the City's Orchard Street Lift Station or any other City appurtenance has capacity to accept the wastewater discharged from the proposed development.

3.3.2.20 In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.

3.3.2.21 If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.

3.3.2.22 Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.

3.3.2.23 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.

3.3.2.24 Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.

3.3.2.25 Developer/Owner/Applicant shall comply with all local, state and federal laws.

3.3.2.26 Developer/Owner/Applicant shall provide paved surfaces for pedestrians if topography allows, for the following Lots and Blocks:
- Block 7, Lot 11 to lot 2 or 19;
- Block 56, from Portstewart Ave. to the Cul-de-sac; and
- Connect the proposed path in Block 6, to Auodlhya Street.

3.3.2.27 Developer/Owner/Applicant shall install separated eight (8) foot sidewalks on both sides of Tiercel and Harrier Drives.

3.3.2.28 *It is the responsibility of the developer or their Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development.*

3.3.2.29 *Developer/Owner/Applicant/Contractors are all hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.*

3.3.2.30 *Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.*

3.3.2.31 Applicant shall construct S. Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.

3.4 Other Testimony

3.4.1 12/14/2021 Public Hearing – Mark Tate, M3 Companies, spoke on the history of the Falcon Crest master planned community then provided a presentation. Mr. Tate asked the Commission for a caveat on Condition 9.26 within the staff report, requesting verbiage be added stating "if topography allows" due to a severe slope and ridge. He then explained their intent to modify hole 17, and additional details about the entrance and park.

3.4.2 12/14/2021 Public Hearing – Robbie Reno, Kuna School District No. 3 (KSD), explained that at time of the letter's (from KSD) submission, the Developer had not reached out regarding discussion of a possible partnership, however, the Developer had reached out said they were scheduled to meet Friday of that week to discuss a possible partnership. He then stood for questions; there were none.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE PLANNING AND ZONING COMMISSION

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the Planning and Zoning Commission to hear this matter as provided in Idaho Code §50-13 & 67-65, and Kuna City Code 1-14-3.

4.3 The Kuna Planning and Zoning Commission has the exclusive general supervisory authority over recommendation of all plat approvals and certification under their jurisdiction as provided in Idaho Code §50-1308.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

5.1 The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & 67-65.

5.2 Kuna City Code, Title 1, Chapter 14, Section 3, states that Preliminary Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.

5.3 Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §§ 50-13 & 67-65 and Article 12, section 2.

VI
ORDER OF RECCOMENDING APPROVAL OF APPLICATION FOR PRELIMINARY PLAT

The Kuna Planning and Zoning Commission, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

6.1 That the Preliminary Plat application (Case No. 21-04-S) is recommended for Approval.

VII
ORDER OF APPROVAL OF APPLICATION FOR DESIGN REVIEW

The Kuna Planning and Zoning Commission, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY APPROVE:

7.1 That the Design Review application (Case No. 21-14-DR) is hereby approved.

BY ACTION OF THE PLANNING AND ZONING COMMISSION of the City of Kuna at its regular meeting held on the 25th day of January, 2022.

Lee Young, Chairman

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 December 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 00:01:02)
COMMISSION MEMBERS PRESENT:
Chairman Lee Young – Via Zoom
Vice Chairman Dana Hennis – In Person
Commissioner Stephen Damron – Absent
Commissioner Tyson Garten – In Person
Vacant

CITY STAFF PRESENT:
Bill Gigray, City Attorney – Via Zoom
Troy Behunin, Senior Planner – In Person
Jessica Reid, Planning Services Specialist – In Person

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

(Timestamp 00:01:16)
1. Regular Planning and Zoning Commission Meeting Minutes Dated November 9, 2021

2. Findings of Fact & Conclusions of Law
- ***1.*** Case No. 21-25-DR (Design Review) for the Americool Building
- ***2.*** Case No. 21-17-DR (Design Review) Rising Sun Fencing Alternative Compliance

(Timestamp 00:01:18)
Motion To: Approve Consent Agenda.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioner Damron was absent.

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

(Timestamp 00:01:33)

A. *Continued from November 9, 2021* Case Nos. 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Preliminary Plat) & 20-05-SUP (Special Use Permit) for Merlin Cottages Subdivision – Doug Hanson, Planner II

A Team Land Consultants on behalf of Merlin pointe, LLC, requests planned unit development approval for an approximately 7.04 (6.61 developable) acre site, with C-1 (Neighborhood Commercial) and R-12 (High Density Residential) zoning districts and to subdivide the property into 66 total lots (54 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; (APNs: R5672430020, R5672430040, R5672430060).

(Timestamp 00:02:00)
Chairman Young commented Staff had requested the item be continued until a date certain of January 11, 2022 pending critical agency comments.

(Timestamp 00:02:15)
Motion To: Continue Case Nos. 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Preliminary Plat) & 20-05-SUP (Special Use Permit) for Merlin Cottages Subdivision to January 11, 2022.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Damron was absent.

(Timestamp 00:02:50)

B. Case Nos. 21-04-S (Preliminary Plat) for Falcon Crest Golf Villages Subdivision – Troy Behunin, Senior Planner

Wendy Shrief of J-U-B Engineers, on behalf of M3 Companies, LLC, requests preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots, 43 common lots, and 18 common driveway lots, within an R-6 (Medium Density Residential) zone. (APN: S1422110300). Section 22, Township 2 North, Range 1 East.

(Timestamp 00:03:25)
Senior Planner Troy Behunin presented an overview of the proposed project and touched on additional Conditions of Approval listed within the staff report.

(Timestamp 00:07:34)
Mark Tate of M3 Companies spoke on the history of the Falcon Crest master planned community then provided a presentation (page 285 - 295 of the meeting packet). Mr. Tate asked the Commission for a caveat on Condition 9.26 within the staff report, requesting verbiage be added stating “if topography allows” due to a sever slope and ridge. He then explained their intent to modify hole 17, and additional details about the entrance and park. Mr. Tate then stood for questions.

(Timestamp 00:20:33)
Chairman Young asked a question regarding past concerns from neighboring landowners that their wells and/or water supply would be affected; he confirmed that water and sewer services would be provided by the City of Kuna and the developer would not be using wells to provide water to the future residences.

(Timestamp 00:21:12)
Mr. Tate confirmed that was correct; he explained there were existing wells which were used for Agricultural purposes and such but they had chosen to withdraw their water right request and bring domestic water in from the City of Kuna.

(Timestamp 00:22:24)
Chairman Young asked the Commission if there were any other questions; there were not. He then proceeded to open the Public Hearing.

Support:
None

Neutral:
None

Against:
1. Robbie Reno, Kuna Joint School District No. 3 (KSD), 711 E Porter Street, Kuna, Idaho, 83634 – Testify

(Timestamp 00:22:44)
As Chairman Young was attending via Zoom, Vice Chairman Hennis read the name of the only individual which had signed up to testify.

(Timestamp 00:23:02)
Robbie Reno addressed a letter dated December 9, 2021, which had been submitted to the Planning and Zoning Department (page 278 of meeting packet). Mr. Reno explained that at time of the letter's submission, the Developer had not reached out regarding discussion of a possible partnership, however, the Developer had reached out since and they were scheduled to meet Friday of that week to discuss a possible partnership. He then stood for questions; there were none.

(Timestamp 00:24:00)
Vice Chairman Hennis indicated there were no other individuals signed up to testify; he then asked if there was anything the Applicant would like to add. Mr. Tate confirmed they would be meeting and touched on the fact that a majority of the current project was 55+ communities and they would not be generating the same number of potential students as other developments.

(Timestamp 00:25:28)
Chairman Young closed the Public Hearing and the Commission proceeded into their discussion. The Chairman expressed the proposed project fit with the overall Development as well as expressing the landscaping and open space seemed adequate and consistent.

(Timestamp 00:26:45)
Vice Chairman Hennis agreed with the Chairman and additionally pointed out the good connectivity of the project. He also expressed his interest in seeing the high-end product which was proposed; he had no concerns.

(Timestamp 00:28:08)
Commissioner Garten also expressed interest in the fact the proposed project was a high-end product and that there were plans to improve the golf course.

(Timestamp 00:28:46)
Chairman Young asked if there were any other questions; being none, he asked for a Motion which also included working with the city on development of the requested pathways and possible topography issues.

(Timestamp 00:29:22)
Motion To: Recommend Approval of Case Nos. 21-04-S (Preliminary Plat) for Falcon Crest Golf Villages Subdivision with Conditions as outlined in the Staff Report, and the additional Conditions the Applicant work with the City of Kuna on pathway development dependent on topography; and the Applicant work with Kuna Joint School District No. 3 to ensure future potential students are served.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Damron was absent.

4. BUSINESS ITEMS:

(Timestamp 00:30:53)

A. Case Nos. 21-06-SUP (Special Use Permit) & 21-20-DR (Design Review) for Meridian Mega Storage – Jessica Reid, Planning Services Specialist ACTION ITEM

Matt Sanchi of ZGA Architects, on behalf of his client Jason Papich, requests Special Use Permit & Design Review approval for an approx. 14.86-acre development which includes: Enclosed RV & self-storage; outdoor RV storage; self-storage office with second-floor living quarters; three (3) flex-space (office/warehouse) buildings; fire suppression tank/system; fencing; landscaping; and parking. The proposed project is to be completed in five (5) phases and be connected to a well & septic system until City Services are within 300 feet of the site. The subject site is located at 7370 S Meridian Road, #1 (APN: S1406325625) with a C-2 (Area Commercial) zoning designation; Section 06, Township 2 North, Range 1 East.
(Timestamp 00:31:10)
Chairman Young stated staff had requested the item be tabled to a date certain of January 25, 2022, pending critical agency comments.

(Timestamp 00:31:23)
Motion To: Table Case Nos. 21-06-SUP (Special Use Permit) & 21-20-DR (Design Review) for Meridian Mega Storage to January 25, 2022.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Damron was absent.

(Timestamp 00:32:05)

B. Case No. 21-33-DR (Design Review) for the Athleta Townhomes – Troy Behunin, Senior Planner ACTION ITEM

Pacific Rim Builders requests Design Review Modification approval for new townhome elevations for the Athleta Subdivision. This project is located on the northwest corner of N Ten Mile Road and W Crenshaw Street; Section 15, Township 2 North, Range 1 West.

(Timestamp 00:32:26)
Senior Planner Troy Behunin presented a history of the project and the current Design Review approval request. Mr. Behunin also addressed the fence which was currently installed against the sidewalk on N Ten Mile Road and the city's request for it to be moved or removed completely. He then stood for questions.

(Timestamp 00:34:50)
Chairman Young asked the Commission if there were any questions for staff.

Vice Chairman Hennis asked what the intention had been behind the request to remove the fence.

Mr. Behunin answered by explaining the fence was installed on the property line and was right against the sidewalk along N Ten Mile Road, which caused it to be imposing and uninviting to pedestrians.

Vice Chairman Hennis thanked Mr. Behunin.

(Timestamp 00:36:27)
Theo Hanson of Pacific Rim Builders discussed the history of the project they had purchased and the newly proposed Design Review. Mr. Hanson touched on the intent behind their design which provided the adequate square footage for a townhome and didn't cause the product to appear like an apartment, as well as their intent to sell the townhomes to individual buyers. He also expressed their intent to remove the fence along N Ten Mile Road; he then stood for questions.

(Timestamp 00:39:50)
Chairman Young and the Commission proceeded into their discussion with the Chairman expressing he felt the project was in the correct location, and the proposed design was aesthetically pleasing. He also pointed out that the plat and open spaces had not changed.

(Timestamp 00:41:05)
Vice Chairman Hennis agreed with the Chairman and felt the proposal looked good overall.

(Timestamp 00:41:46)
Commissioner Garten also agreed and was pleased the fence would be taken down.

(Timestamp 00:42:06)
Motion To: Approve Case No. 21-33-DR (Design Review) for the Athleta Townhomes with the Conditions as outlined in the Staff Report, with the additional Condition the fence along N Ten Mile Road be removed in agreement with the Applicant.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Damron was absent.

5. ADJOURNMENT:

(Timestamp 00:42:46)
As the Chairman saw no other items listed on the agenda, he asked staff if there were any other items to add.

(Timestamp 00:43:00)
Planning Services Specialist Jessica Reid notified the Commission there was potential that the December 28, 2021 meeting would be canceled and would let the Commissioners know as soon as it was decided.

(Timestamp 00:43:30)
Motion To: Adjourn.
Motion By: Commissioner Garten
Motion Seconded: Vice Chairman Hennis
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Damron was absent.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

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

EXHIBIT 2.35

email watersolutions@gmail.com.

PETS & SUPPLIES

Pets/Pet Supplies & Equipment

NEW TODAY

Adorable Mini Aussiedoodle Puppies
Born 11-17-21. They are SUPER soft, LOVE to cuddle and ADORE people. UTD on vaccines and deworming. $975 OBO.
Text/call 208-398-4069





Absolutely Beautiful French Bulldog Puppy
1 blue girl with papers and amazing bloodline.
11 weeks old. and 3rd shot received
$3000 AKC



Call: 503-812-9738

Yorkie Puppy



Absolutely Beautiful Traditional Color Tiny Yorkie Puppy with papers and champion bloodlines - 10 weeks old; 3rd shots dew claws and tail docked **$2500**
503-812-9738

Government

LEGAL NOTICE

Case Nos. 20-03-ZC & 20-06-S: Ledgestone Plaza Subdivision; Rezone & Preliminary Plat.

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **February 1, 2022, at 6:00 PM,** or as soon as can be heard; in connection with a Rezone (ZC) & Preliminary Plat (S) request for Ledgestone Plaza Subdivision. Trilogy Development, Inc and Gem State Planning request to Rezone 76.03 acres from its current zoning district classification of C-1 (Neighborhood Commercial) to C-3 (Service Commercial), R-12 (High Density Residential) and R-6 (Medium Density Residential). Applicants also request to subdivide the approx. 76.03 acres into 275 total lots: 247 residential buildable lots (425 Dwelling Units); 6 Commercial buildable lots; and 22 common lots. The subject sites are located at 2400 N Meridian Road and TBD N Meridian Road, within Section 18, Township 2 North, Range 1 East; (APNs: S1418234000 and S1418233670).

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.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

January 12, 2022 190975

LEGAL NOTICE

Case No. 21-04-S (Preliminary Plat): Falcon Crest Golf Villages Subdivision.

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, February 1, 2022, at 6:00 PM**, or as soon as can be heard; in connection with a Preliminary Plat (S) request by JUB Engineers, on behalf of M3 Companies, to subdivide approx. 86.90 acres into 291 Residential Lots and 43 Common Lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

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.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

January 12, 2022 190978

and be in force from and after its passage, approval, and publication as required by law.

DATED this 4th day of January 2022.

ATTEST: CITY OF KUNA, Ada County, Idaho
Joe L. Stear, Mayor
Chris Engels, City Clerk

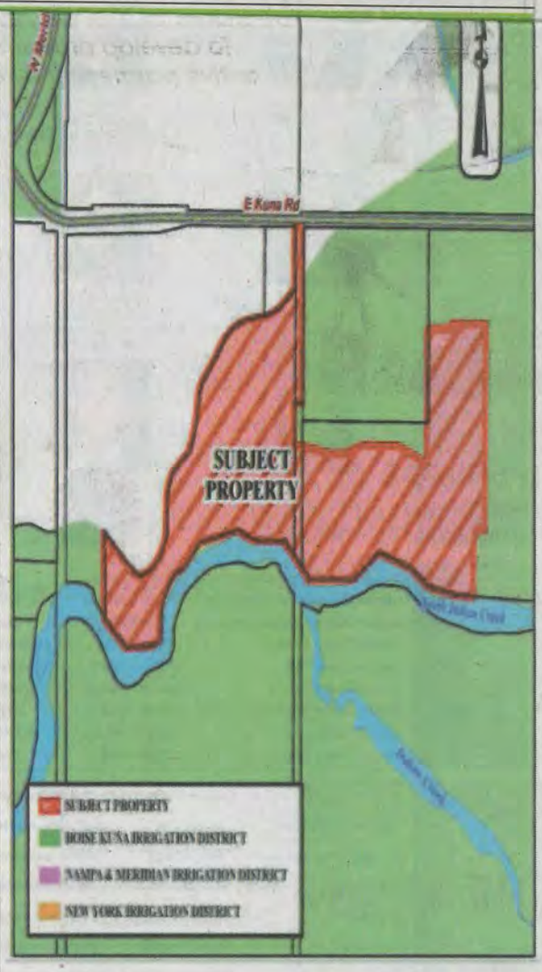
EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON M3 ID RISING SUN LLC - RISING SUN SUBDIVISION NO. 1

That portion of the Northwest Quarter of Section 30, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the north quarter corner of Section 30, Township 2 North, Range 1 East, Boise Meridian, from which the northwest corner of said Section 30 bears North 89°33'00" West, 2542.42 feet; Thence along the north line of said Section 30, North 89°33'00" West, 1,344.16 feet; Thence departing from said north line, South 00°27'00" West, 25.00 feet to the southerly right-of-way line of E. Kuna Road; Thence along the east line of Block 6 of the Amended Plat of Part of the Avalon Orchard Tracts according to the official plat thereof filed in Book 6 of Plats at Page 254, Ada County Records, South 00°22'43" West, 202.26 feet to the **POINT OF BEGINNING**;

Thence continuing S 00°22'43" W, 373.24 feet along said east line of Block 6;
Thence S 89°37'17" E, 8.99 feet departing from said east line;
Thence S 00°22'43" W, 132.10 feet;
Thence S 74°48'41" E, 31.92 feet;
Thence S 79°47'54" E, 144.30 feet;
Thence S 89°37'17" E, 80.37 feet;
Thence N 73°20'48" E, 96.83 feet;
Thence S 89°58'07" E, 174.23 feet;
Thence S 68°48'20" E, 363.50 feet;
Thence N 00°22'43" E, 442.21 feet;
Thence S 89°20'57" E, 126.48 feet;
Thence N 00°39'03" E, 17.65 feet;
Thence S 89°20'57" E, 175.00 feet;
Thence S 00°39'03" W, 673.96 feet;
Thence N 80°28'51" W, 39.02 feet;
Thence S 09°31'09" W, 50.00 feet;
Thence N 80°28'51" W, 9.41 feet;
Thence S 00°39'10" W, 177.12 feet to the southerly line of the Debra Young Tax Parcel according to Record of Survey No. 10925, Ada County Records;

Thence along said southerly line the following nineteen (19) courses:
1) N 87°06'51" W, 90.54 feet;
2) N 78°58'49" W, 144.70 feet;
3) N 56°46'53" W, 110.79 feet;
4) N 72°16'56" W, 169.65 feet;
5) S 55°44'04" W, 157.47 feet;
6) S 89°56'48" W, 227.37 feet;
7) N 45°19'03" W, 179.01 feet;
8) N 89°06'31" W, 153.27 feet;



January 12, 2022 190906





LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **City Council** is scheduled to hold a Public Hearing on **Tuesday, February 1, 2022 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. 21-04-S (Preliminary Plat) Falcon Crest Golf Villages Subdivision

Wendy Shrief of JUB Engineers, on behalf of M3 Companies, requests approval to subdivide approx. 86.90 ac. into 291 residential lots & 43 common lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units Per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale & Kuna Roads, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

The public is invited to provide written or oral testimony. Due to current health precautions associated with COVID-19, alternative methods have been provided. Contact Planning & Zoning at (208) 922-5274 for more information.

Written testimony received by close of business **January 26, 2022** 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 1.18.2021



EXHIBIT 2.36

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. 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

FIRST-CLASS MAIL
01/18/2022
US POSTAGE $000.53º
ZIP 83634
041M11460992

1-18-22
TD.
City of Kuna

EXHIBIT 2.37

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

Case No. 21-04-S (Preliminary Plat): Falcon Crest Golf Villages Subdivision.

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, February 1, 2022, at 6:00 PM**, or as soon as can be heard; in connection with a **Preliminary Plat (S)** request by Wendy Shrief of JUB Engineers, on behalf of M3 Companies, to subdivide approx. 86.90 acres into 291 Residential Lots and 43 Common Lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

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.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

Map Provided on Page 2



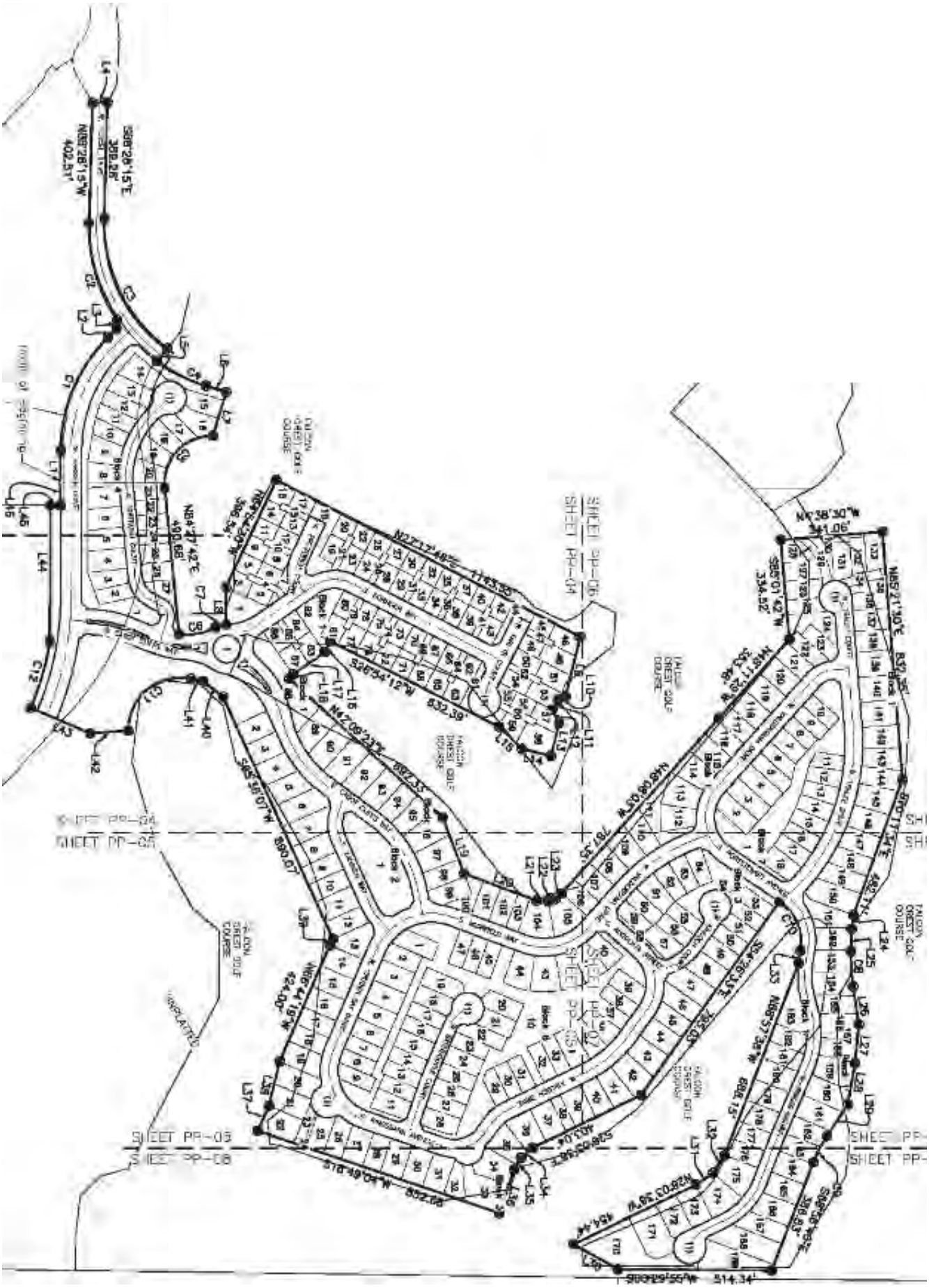

SHEET PP-04
SHEET PP-05
SHEET PP-06
SHEET PP-07
SHEET PP-08
FALCON CREST GOLF COURSE
S88°26'15"E 359.28'
N89°28'15"W 402.51'
N89°47'42"E 490.68'
N27°27'48"E 1143.35'
S26°34'12"W 532.39'
N47°09'23"E 887.35'
S45°48'07"W 880.07'
N66°47'19"W 624.00'
S18°49'04"W 852.08'
N68°08'07"W 787.35'
S25°01'42"W 334.52'
N52°03'39"W 124.44'
S89°55'58"W 514.34'

EXHIBIT 2.38

City of Kuna
PROOF OF PROPERTY POSTING

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

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for Falcon Crest Golf Village Sub (**NAME OF SUBDIVISION OR ADDRESS**) was posted as required per Kuna City Ordinance 5-1A-8. Sign posted Friday, January 14, 2022 (**DAY OF THE WEEK, MONTH, DATE AND YEAR**). *This form is required to be returned three (3) calendar days subsequent to posting and signs are to be removed from the site three (3) calendar days after the hearing.*

DATED *this* 14th *day of* January, 2022.

Signature,

Owner/Developer

STATE OF IDAHO)
): ss
County of Ada)

On this 14th *day of* January, 2022 *before me the undersigned, a Notary Public in and for said State, personally appeared before me (Owner, Developer).*

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

HOLLY WEIGEL NOTARY PUBLIC STATE OF IDAHO

Notary Public
Residing at 10909 S State Dr
Commission Expires 4/5/2027


CITY OF KUNA
PUBLIC HEARING NOTICE
Before the Kuna City Council
THE CITY OF KUNA will hold a public hearing on February 1, 2022 at 6:00 PM, at Kuna City Hall
PURPOSE: Falcon Crest Golf Village Subdivision: 21-04-S and 21-14-DR. This is an application for the Preliminary Plat and Design Review for Falcon Crest Golf Village Subdivision to include 291 residential lots, 43 common lots, and 18 common driveway lots on 86.03 acres.
LOCATION: 11102 S. Cloverdale Rd.
APPLICATION BY: JUB Engineers, Inc.
CONTACT: Kuna Planning & Zoning at 208-922-5274
POSTED ON 1/14/2022

Kuna School District

Inspiring each student to become a lifelong learner and a contributing, responsible citizen.

January 26, 2022

Dear Honorable Members of City Council,

Kuna School District has experienced approximately 2% growth over the last ten years. Given the current approvals you have granted, we cannot serve this development because the approved plats in this zone are beyond school capacity at Hubbard Elementary, Fremont Middle School, and Kuna High School (Appendix A) without asking voters for a bond issue.

In the 2019 City of Kuna Comprehensive Plan approved by the City Council, you state: “School facilities will expand, as needed, to keep pace with Kuna’s growing population.” In order to expand we require partnerships with the developers and most importantly, bonds. As you know, bonds in the State of Idaho require a 67% supermajority to pass for school construction and expansion. We cannot legally advocate for a bond, therefore passage to keep up with growth is not in our control.

We seek partnerships with the residential developers of this area. Partnerships with developers mitigate (Appendix B) the impact homes will have on Kuna School District. When those partnerships are established we will always inform the City of Kuna through an amended letter.

Regards,

David Reinhart and Robbie Reno
School District Planners

711 E. Porter Rd., Kuna, Idaho 83634
Phone: (208) 922-1000 FAX: (208) 922-5646

APPENDIX A
Educational Impact Statement

Project/File: **FALCON CREST GOLF VILLAGES**

Address: Address of the project near the Northeast Corner (NEC) of Cloverdale and Kuna Roads, Kuna 83634. At the Falcon Crest Golf Course.

Date Received: JULY, 2021

Representatives: Mark Tate, Falcon Crest Club Partners

Staff Contact: Dave Reinhart dreinhart@kunaschool.org
Robbie Reno rreno@kunaschools.org

1. **Finding of Fact**
    a. Description: preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots,
    43 common lots, and 18 common driveway lots, within an R-6 (Medium Density Residential) zone.
    b. Number of potential students: With the base price of homes in this development will be substantially higher than an average home we have reduced our calculation rate from .65 students per home to **.3 students per home**. This is based on a survey of other school district student generation rates. Based on these calculations we anticipate 87 students.
    c. School Zones: Hubbard, Fremont Middle, Kuna High School
    d. Capital Improvements Plan/Capital 5 year Plan
        i. This zone will require one new elementary school ($20 million), a new middle school ($45 million), and the expansion of Swan Falls High School ($50 million)

    e. Current Enrollments of impacted School Zone

School	Current Enrollment	Enrollment at Build Out	Capacity	Notes
Hubbard Elementary	320	674	484	No separate gym therefore lunch and PE are in the same space. Hubbard also houses another 110 PK Students that will need another place as Elem. grows.

EXHIBIT 2.39

Fremont Middle	563	740 (adding only students in Hub zone. Actually number will be much higher)	660	The new addition opened in 2019. Has severe pedestrian/auto circulation problems.
Kuna / SFHS	1882	2058 (adding only students in Hub zone. the Actual number will be much higher)	1900	SFHS currently serves as an annex. Will require expansion.

2. Findings for Consideration:

a. These homes are slated to be at a higher price point than our current median. This will affect how many students live in this development. Based on this prediction we have lowered our average rate of students per home from .65 to .3.
b. Students in this zone will live approximately 5 miles from all of their schools and will have a bus service. The busses will pick them up on Cloverdale Road.
c. Vehicle Circulation (Parking for parents, space for busses)
    i. Because of picking students up on an arterial road, students will need adequate space and lighting for bus pick up.
    ii. Must have adequate set back from the road for students (6'-10')
    iii. Must have a pull-off or parking room for parents' cars.

3. Staff Comments:

The Falcon Crest Golf Village will bring the potential for 87 students based on an adjusted rate of .3 students per household. While this one development doesn't place us overcapacity at any given school, it does add to the school's overcrowding that will occur after the build-out of approved homes. We cannot serve this development without a partnership to mitigate the additional students.

Transportation is also a challenge for this particular development. Students will have to be picked up and dropped off from a site on Cloverdale Rd. The traffic on this road will require some way for the bus to pull off in a safe location without going on to the subdivision itself. This area will have to be lit and give the waiting students an area with a safe setback from Cloverdale Rd.

APPENDIX B
Mitigation Measures

Voluntary Support Donation

Given Kuna School District will be well beyond capacity when all approved developments are built, and, we must pass a bond issue to provide for new schools or expansions of current facilities, we are asking developers to consider supporting education through a voluntary system of donating a Support fee to participate in the growth that in part, they have brought to the community.

This money is to be donated to the Kuna School District. It will be placed in a restricted fund for the improvement of current facilities, the purchase of land, or the construction of new schools.

This money is only an offset to the total cost of a new school. While bond and levy measures will still be needed in the future, this fund will allow the developer to contribute to the expansion of our growing district.

Based on the extended research performed by Galena Consulting LLC, the estimated cost of new schools needed to serve rapid growth in Kuna is $95,983,333. The burden of this cost will fall on current Kuna patrons through a bond levy.

If the impact fee was in place by the Idaho code, the estimated tax burden per newly built residential unit would be $15,450.

Due to the fact that the impact fee is not mandated by the Idaho code, we believe it is feasible to ask for a voluntary donation of 5% of the cost, which is $4,980 per new house (4,980,000 total)

School Capacity Mitigation

Hubbard Elementary: Student gymnasium: $2 Million
Fremont Elementary: New parking and circulation pattern: $750,000
Kuna High School: Additional Parking: $500,000

School Capital Improvements

Hubbard Elementary

a. Roofing- $70,000
b. Exterior Door Hardware - $35,000
c. Restroom Renovation - $200,000
d. Fire Alarm - $125,000
e. Security Camera Upgrade - $10,000
f. Kitchen -$ 2,000,000

Fremont H. Teed Middle School

a. Bleachers - $350,000
b. Ada Compliance -$15,000
c. Exterior Door Hardware - $15,000
d. Stair handrails - $15,000

e. Plumbing fixtures - $40,000
f. Security Camera Upgrade - $15,000

Kuna High School

a. Field Turf- $1,200,000
b. Server room cooling - $15,000
c. Electrical Surge protection - $ 20,000
d. KPAC projector - $20,000
e. KPAC lighting - $30,000
f. KPAC carpet - $50,000
g. Combi ovens (3-4) - $30,000 ea
h. Additional Parking: $500,000

School Zone Capital Needs

School Busses (3): $100,000 ea
Large Lawn Mower (1): $80,000 ea
Small Lawn Mowers (3): $7,000 ea
Maint Dept Vehicles (3): $25,000 ea
Snow removal equipment - $35,000
Utility Vehicles (3): $15,000 ea
Drivers Ed Vehicles (2): $20,000 ea
IT infrastructure: varies
Exterior Sidewalk lighting upgrades: $35,000 per school
Ovens (3): $40,000 ea

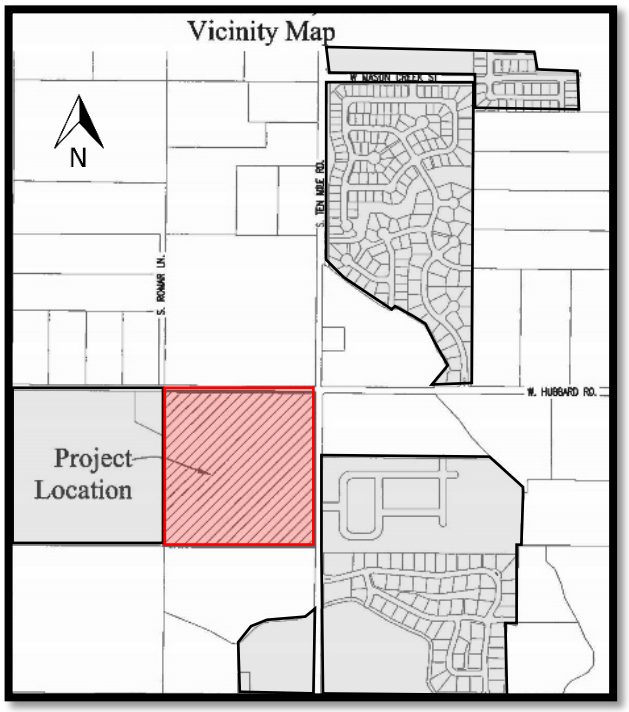
i.

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF	)	**Case No. 21-07-LS (Lot Split)**
BODAHL FARM LLC	)	**STAFF REPORT FOR THE 3003 N TEN MILE ROAD LOT SPLIT APPLICATION.**
For a Lot Split at 3003 N Ten Mile Road.	)	

TABLE OF CONTENTS

1. Exhibit List
2. Process and Noticing
3. Applicants Request
4. Site History
5. General Project Facts
6. Staff Analysis
7. Council's Order of Decision



I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.1	P&Z Application Coversheet			X
2.2	Lot Split Application			X

2.3	Narrative			X
2.4	Vicinity Map			X
2.5	Warranty Deed & Parcel Legal Description			X
2.6	Affidavit of Legal Interest			X
2.7	Original Parcel			X
2.8	Proposed Parcels			X
2.9	Proposed Parcels Legal Descriptions			X
2.10	Public Works Memo			X

II
PROCESS AND NOTICING

2.1 A Lot Split (LS) is designated in Kuna City Code (KCC) 1-14-3, as a Public Meeting, with City Council as the decision-making body. As a public meeting, this application does not require formal notice as set forth in Idaho Code §65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council is outlined in KCC 1-14-3 and have been adhered to.

2.2 Notifications:

2.2.1 Agency Transmittal December 30, 2021
2.2.2 Letter of Completeness December 30, 2021
2.2.3 Agenda February 01, 2022

III
APPLICANTS REQUEST

3.1 David Crawford of Centurion Engineers, on behalf of Bodahl Farms, LLC, requests approval to split an approximately 38.98-acre parcel with a C-1 (Neighborhood Commercial) zone, into two (2) parcels; Parcel A is proposed to be 24.82-acres, Parcel B is proposed to be 14.58-acres. The subject site is located at 3003 N Ten Mile Road (APN: S1315110051); Section 15, Township 2 North, Range 1 West.

IV
GENERAL PROJECT FACTS

4.1 Site History

4.1.1 The subject site has historically been used for agricultural purposes and contains no structures. The property was Annexed into Kuna City Limits in July 2019.

4.2 Surrounding Land Uses

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
	R-4	Medium Density Residential – Kuna City
West	R-6	Medium Density Residential – Kuna City

4.3 Parcel Size, Current Zoning and Parcel Number

4.3.1 Approximately 38.98 acres
4.3.2 C-1 (Neighborhood Commercial)
4.3.3 S1315110051

4.4 Services

Sanitary Sewer – City of Kuna
Irrigation – City of Kuna
Potable Water – City of Kuna
Fire Protection – Kuna Rural Fire District
Police Protection – Kuna Police (Ada County Sheriff's Office)
Sanitation Services – J&M Sanitation

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 On-site vegetation is consistent with that of agriculture fields. The subject site has an average slope of 1 – 5.9% and an average bedrock depth of 20 – 40 inches moving northeast to southwest.

4.6 Environmental Issues

4.6.1 Apart from being within the Nitrate Priority Area, staff is not aware of any environmental issues, health or safety conflicts at this time.

V
TRANSPORTATION AND CONNECTIVITY

5.1 The subject site lies on the southwest corner of the N Ten Mile and W Hubbard Roads intersection with no definitive ingress/egress.

VI
STAFF ANALYSIS

6.1 The Applicant has submitted a complete application per Kuna City Code (KCC) 5-16-D(3). The Applicant requests to split an approximately 38.98-acre parcel with a C-1 (Neighborhood Commercial) zone, into two (2) parcels. Parcel A is proposed to be 24.82-acres, Parcel B is proposed to be 14.58-acres; the request is to accommodate the Landowners future vision of the parcel. Upon review, Staff has determined that the subject site is eligible to request a Lot Split.

The Comprehensive Plan Future Land Use Map (FLUM) designates the subject site as Commercial and the current zone is as such, C-1 (Neighborhood Commercial). Currently, there are no development applications for the subject site.

Per the provided Public Works Memo (Exhibit 2.10), Public Works staff supports approval of the Lot Split; additional comments were provided regarding future development of the parcel.

Staff has determined that this Lot Split request is consistent with Kuna City Code and recommends that if City Council approves Case No. 21-07-LS, the Applicant be subject to the Conditions of Approval listed in section "VII" (7) of this report.

VII

COUNCIL'S ORDER OF DECISION

Note: This proposed Motion is for Approval, Conditional Approval or Denial of this request. However, if the Council wishes to approve or deny specific parts of the request as detailed in the staff report, those changes must be specified.

Based on the facts outlined in staff's report, documentation contained in the case file, and any discussion at the public meeting, the City Council of Kuna, Idaho, hereby ***Approves/Conditionally Approves/Denies*** Case No. 21-07-LS, a request from David Crawford of Centurion Engineers, on behalf of Bodahl Farms, LLC, to split an approximately 38.98-acre parcel with a C-1 (Neighborhood Commercial) zone, into two (2) parcels; subject to the following Conditions of Approval:

7.1.1 Upon approval of the application by City Council, and subject to the Conditions of Approval and applicable Ordinances, the Owner shall have one (1) year to complete the following tasks:

7.1.2 Cause the property to be surveyed and provide a copy of the record of survey to the Planning and Zoning Department for review, prior to recording with Ada County;

7.1.3 Record the record of survey with Ada County;

7.1.4 Execute and record the necessary deeds to accomplish Lot Split as approved;

7.1.5 Obtain new tax parcel numbers from the Ada County Assessor's Office; and

7.1.6 Provide copies of the **recorded record of survey, recorded deeds, and the new tax parcel numbers** to the Planning and Zoning Department.

7.2 Developer/Owner/Applicant shall convey proper easements on the record of survey for all utilities in sufficient widths approved by the City Engineer and the Planning and Zoning Department. All easement line work shall be shown on the record of survey.

7.3 Any future development or improvements to the newly created parcels must follow all Kuna City Codes in place at the time of application.

7.4 Developer/Owner/Applicant shall follow all procedures, staff and agency recommendations.

7.5 Developer/Owner/Applicant shall follow staff, City Engineer's and other agency recommended requirements as applicable.

7.6 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are 12-inches in height, shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

7.7 Developer/Owner/Applicant and future Contractors are hereby notified of Kuna's working hours. Construction, scrubbing, etc., of any kind shall only be conducted within the hours specified in KCC 10-6-3. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

7.8 Developer/Owner/Applicant shall comply with all federal, state and local laws.

DATED this 1st day of February, 2022.

KUNA
Planning & Zoning

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): 21-07-LS

Project Name: 3003 N Ten Mile Road

Date Received: Coversheet 11.23.2021, Supporting docs 12.16.2021

Date Accepted as Complete: 12.30.2021

Type of review requested (check all that apply):

	Annexation		Appeal
	Comp. Plan Map Amendment		Combination Pre & Final Plat
	Design Review		Development Agreement
	Final Planned Unit Development		Final Plat
	Lot Line Adjustment	✓	Lot Split
	Ordinance Amendment		Planned Unit Development
	Preliminary Plat		Rezone
	Special Use Permit		Temporary Business
	Vacation		Variance

Owner of Record

Name: Bodahl Farm LLC

Address: 6152 W. Halfmoon Ln. Eagle, ID 83616

Phone: 208-871-0642 Email: highmark.development@gmail.com

Applicant (Developer) Information

Name: David Crawford - Centurion | B&A Engineers, Inc.

Address: 5505 W. Franklin Rd. Boise, ID 83705

Phone: 208-343-3381 Email: dacrawford@centengr.com

Engineer/Representative Information

Name: Joe Canning - Centurion | B&A Engineers, Inc.

Address: Same as applicant

Phone: 208-343-3381 Email: jdcanning@centengr.com

Subject Property Information

Site Address: 3003 N. Ten Mile Rd. Kuna ID 83634

Nearest Major Cross Streets: W. Hubbard Rd. & N. Ten Mile Rd.

Parcel No.(s): S1315110051

Section, Township, Range: Sec 15, T2N R1W

Property Size: 39 ac

Current Land Use: Ag. Proposed Land Use: no change

Current Zoning: C-1 Proposed Zoning: no change

Project Description

Project Name: Bodahl Farm, LLC

General Description of Project: Divide the current parcel into two lots; 24.82ac & 14.58ac

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: none

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: 2 Other lots: 0

Gross floor area square footage: n/a Existing (if applicable): 0

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.):

N/A

Applicant Signature: Centurion Engineers, Inc Date: 11/23/21

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.

Lot Split Application

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

****Office Use Only****

Case No(s).: 21-07-LS

Project Name: 3003 N Ten Mile Road

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

Date Received: Coversheet 11.23.2021, supporting docs 12.16.2021

Date Accepted as Complete: 12.30.2021

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

- Complete Planning & Zoning Application Coversheet
- Complete Lot Split Application (*It is the applicant's responsibility to use the most current application.*)
- Detailed narrative or justification for the application, describing the project, how the project enhances and beautifies the community, and how the project complies with the requirements found within Kuna City Code 5-16-3.
- Vicinity Map 8.5" x 11": Drown to scale of 1" = 300' (or similar), showing surrounding streets, driveways property lines, etc.
- Legal description of property: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor, with a calculated closure sheet & a map showing the boundaries and legal description.
- 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.)*
- Documentation demonstrating an original lot, tract or parcel of land has been split no more than two times as of the City of Kuna's date of origination (December 7, 1977). *(KCC 5-16-3:A states a Lot Split shall create no more than three (3) parcels from an original tract of land.)*
- Sketch of proposed Lot Split, including: Current lot size dimensions, square footage and street frontage; proposed Lot Split with new lot lines, dimensions, square footage and street frontages; streets, surrounding land uses, etc.; and existing & proposed public improvements including sidewalk, streets, lighting, landscaping, natural features, etc.

This application shall not be considered complete nor will a hearing date be set, until staff has received all required information. Once application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due & any other necessary information 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.

CENTURION | B&A ENGINEERS, INC.
Consulting Engineers, Land Surveyors, Planners
5505 West Franklin Road Boise, ID 83705
Telephone 208.343.3381 | www.centengr.com

One Time Land Division
3003 N. Ten Mile Road

November 23, 2021

The purpose of this lot split application is to divide the current parcel of land into two parcels.

The subject property is located at 3003 N. Ten Mile Rd. in Kuna, Idaho; showing as Ada County tax parcel number S1315110051.

This property is currently being utilized for agricultural operations.

The Parcel is currently an original parcel of land. The only division that has occurred was through the conveyance of right-of-way on North Ten Mile Road, granted to the Highway District. Attached is the original land patent deed. The owner is seeking to divide the parcel to better fit their vision of the property.

The one-time division as shown on the attached survey will create two parcels of land; Parcel A being 24.82 acres and Parcel B being 14.58 acres.

This property is currently zoned C-1. No zone change is being requested.
No modification to the existing use is being proposed with this application. The property will continue to be used as agricultural lands.

The one time division does not increase the dwelling density of the lands.

We respectfully request approval of the one-time division application. Should you have any questions or require additional information please contact me.

Sincerely,

David Crawford
Centurion Engineers, Inc.

Bodahl Farm, LLC
Vicinity Map



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

NORTH
NOT TO SCALE

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 LISA BATT
FIDELITY NATIONAL TITLE - BOISE

2015-038413
05/06/2015 01:58 PM
$13.00

THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

East Parcel

WARRANTY DEED

FOR VALUE RECEIVED

Bodahl Farm LLC, who acquired title as DBTV Bodahl Farm LLC, an Idaho Limited Liability Company

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Bodahl Farm LLC, an Idaho limited liability company

GRANTEES(s), whose current address is: **6152 W Half Moon Ln, Eagle, ID 83616**
the following described real property in Ada County, State of Idaho, more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that 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 reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Effective this 6 day of May, 2015

Bodahl Farm, LLC
By: EAMI, LLC, Manager

By: Timothy W Eck, Manager

State of Idaho
County of Ada

On this 6 day of May, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared Timothy W Eck, known or identified to me to be the person(s) whose name is/are subscribed to the within instrument as the Manager of EAMI, LLC, the Manager of Bodahl Farm, LLC and acknowledged to me that he executed the same as such Manager .

Notary Public Name: _____
Residing at _____.
My Commission Expires: _____

Residing in Meridian, Idaho
My Commission expires: 11-12-2016

NANCILEE BOSLAU NOTARY PUBLIC STATE OF IDAHO

EXHIBIT "A"

Legal Description of Property

The NE 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 West, Boise- Meridian, Ada County, Idaho.

Excepting Therefrom:
A 34 foot wide tract of land situated in the NE 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described in the Warranty Deed From Goldcreek Developers, LLC, an Idaho Limited Liability Company to Ada County Highway District, recorded October 20, 2011 as Instrument No. 111085168 and Re-Recorded November 3, 2011, as Instrument No. 111089981, Official Records.

KUNA
Planning & Zoning

AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho)
) ss
County of Ada)

I, Timothy Eck Member of Thistle Farm LLC, & Bodahl Farm LLC,

2228 W. Piazza St. Boise ID. 83705

Being first duly sworn upon oath, depose and say: (If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to Centurion I B&A Engineers, Inc.

5505 W. Franklin Rd. Boise, ID 83705 Boise ID. 83705

to submit the accompanying application pertaining to that property.

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

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

Dated this 22nd day of November, 2021

Signature

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

Brittany Sofro

Residing at: 1857 W. Ravenmoten Drive

Eagle ID 83616

My Commission expires: 5/05/2027

Signature

BRITTANY M SOFRO
COMMISSION NUMBER
NOTARY
PUBLIC
20212386
STATE OF IDAHO

ADA COUNTY, IDAHO

2 773

United States
To
State of Idaho

Instrument Number 77028

4--402a

LIST No.7, exhibiting the tracts of public land situated in the district of lands subject to sale at Boise City Idaho, which have been selected for the State of Idaho under the provisions of Section 10 of the Act of Congress approved July 3, 1890, entitled "An Act to provide for the admission of the State of Idaho unto the Union and for other purposes"; in part satisfaction of the grant for the use and support of an Agricultural College.

DATE OF SELECTION	No. of Selection List.	DESCRIPTION OF TRACTS.	BOISE MERIDIAN. Section.	Township North	Range West	Acres	Area for Which Accepted By State Acres.	Remarks.
August 15,1894	3	Lots 1 and 2; SE^4, and S^2 of NE^4	1	2	1	319 86		
" " "	"	SE^4; E^2 of SW^4	10	2	1	240 00		
" " "	"	SW^4; and NW^4	11	2	1	320 00		
" " "	"	NE^4; E^2 of NW^4	15	2	1	240 00		
" " "	"	NE^4	33	2	1	160 00		
" " "	"	NW^4	34	2	1	160 00		
" " "	"	S^2; and NW^4	15	7	3	480 00		
" " "	"	NE^4	22	7	3	160 00		
" " "	"	SE^4; and N^2 of SW^4	23	7	3	240 00		
" " "	"	All of	17	7	4	640 00		
" " "	"	Lots 1 and 2; NE^4; & E^2 of NW^4	18	7	4	327 68		
" " "	"	All of	22	7	4	640 00		
		Total				3927 54		

General Land Office Washington D.C. July 16,1896

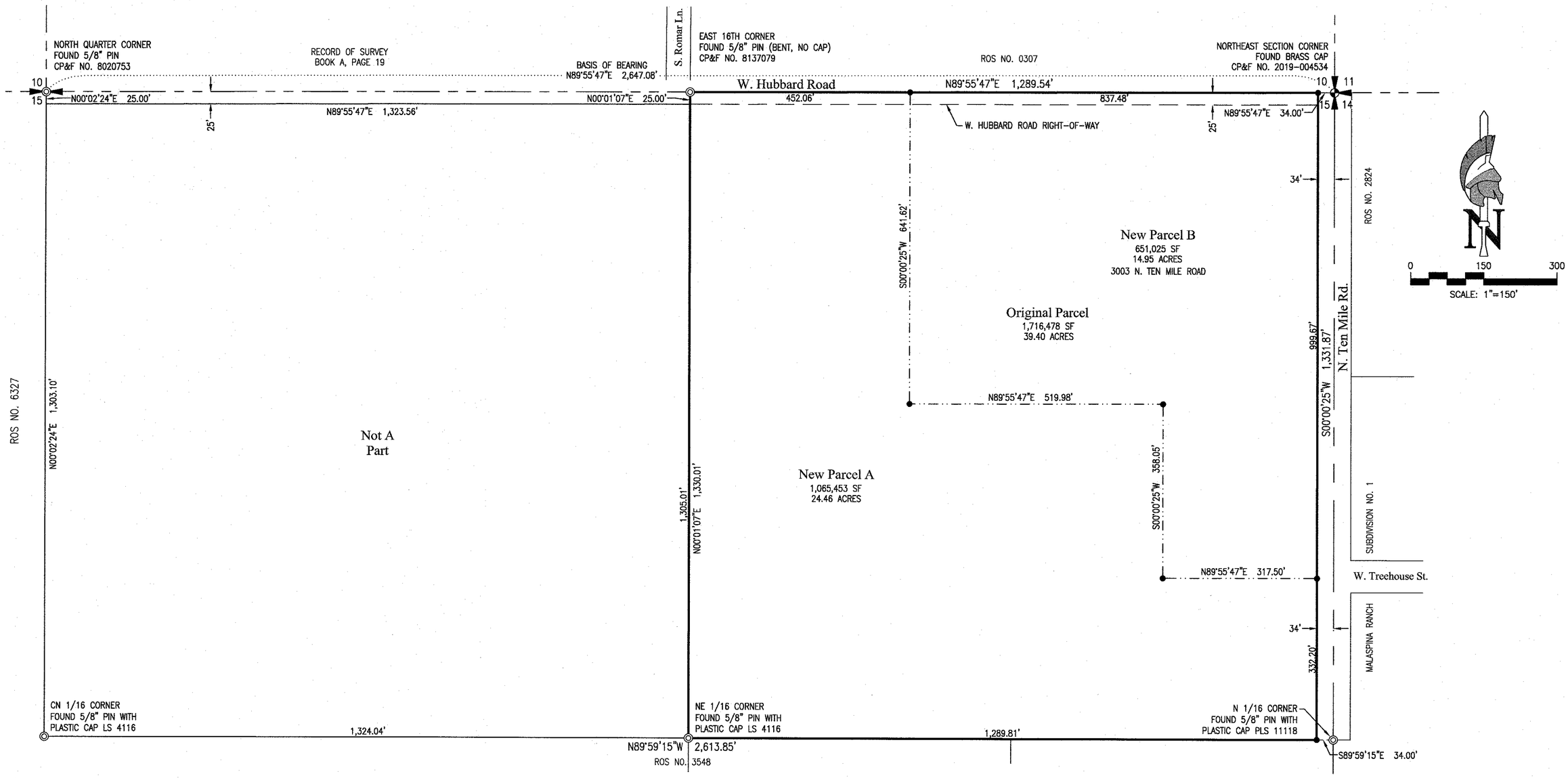
It is hereby certified that the tracts of land embraced in this list aggregating three thousand nine hundred and twenty seven acres and fifty-four hundredths of an acre (3927.54) were duly selected for the State of Idaho, in part satisfaction of the grant thereto of 90,000 acres for an Agricultural College, by section 10 of the Act approved July 3, 1890 (26 U.S. Stats. 215); that the said tracts have been examined and compared with the township plats and tract books in this office and have been found to be subject to selection, being surveyed, unreserved, and unappropriated public lands of non-mineral character within the limits of the State entitled thereto; and that the records of this office show the said tract to be free from any claim adverse to that of the State.

The quantity of lands heretofore certified to the State under this grant is 71,456.02 acres, which with the quantity embraced in this list aggregates 75,383.56 acres.

James Rowen
J. J. Barnes
Examiners

Approved
Geo McCorkle
Chief of Division "G".

Record of Survey No. _____



Survey Narrative

1. SURVEY PURPOSE: TO PERFORM A ONE-TIME DIVISION OF THE ORIGINAL PARCEL OF 39.40 ACRES.

2. BOUNDARY ESTABLISHMENT: THE BOUNDARY WAS ESTABLISHED UTILIZING WARRANTY DEEDS 2015-038413, 2018-062856 AND 2019-000224, AND ROS 3548. MONUMENTS FOUND PER RECORDS OF SURVEY WERE FOUND AND ACCEPTED.

3. RECORDS USED (ALL WITHIN ADA COUNTY, IDAHO):
   - A. RECORD OF SURVEY NO. 3548
   - B. MALASPINA RANCH SUBDIVISION NO. 1
   - C. NORTHEAST CORNER OF SECTION 15 - CP&F NO. 2019-004534
   - D. NORTH QUARTER CORNER OF SECTION 15 - CP&F NO. 8020753
   - E. WARRANTY DEED INST. NO. 2015-038413
   - F. WARRANTY DEED INST. NO. 2018-062856
   - G. WARRANTY DEED INST. NO. 2019-000224

Surveyor's Certificate

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS RECORD OF SURVEY HAS BEEN PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS RECORD OF SURVEY IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT OF IDAHO CODE 55-1601 THROUGH 55-1612.

JOSEPH D. CANNING, L.S. 4116

REGISTERED PROFESSIONAL LAND SURVEYOR
4116
12-7-21
STATE OF IDAHO
JOSEPH D. CANNING

County Recorder's Certificate

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

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

AT _____ MINUTES PAST _____ O'CLOCK __M.,

THIS ____ DAY OF _____, _____.

FEE:_____

EX-OFFICIO RECORDER: PHIL McGRANE

DEPUTY:_____

Legend

- PROPERTY BOUNDARY LINE
- EXISTING PARCEL LINE TO REMAIN
- EXISTING PARCEL LINE TO BE ADJUSTED
- NEW (ADJUSTED) PARCEL LINE
- ADJOINING PROPERTY LINE
- FOUND BRASS CAP, AS NOTED
- FOUND 5/8" IRON PIN, AS NOTED
- SET 1/2"X24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"

CENTURION | B&A ENGINEERS, INC.
Consulting Engineers, Land Surveyors, Planners
5505 W Franklin Road | Boise, ID 83705
208.343.3381 | www.centengr.com

Record of Survey
One Time Division
Bodahl Farm, LLC

SITUATE IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

DATE: DECEMBER 2021
SURVEY BY: K.A. CRAWFORD
DRAWN BY: K.M. KETTELLE
JOB NUMBER: ET23

INDEX NO. 211-15-1-0-0-0-0

CENTURION | B&A ENGINEERS, INC.
Consulting Engineers, Land Surveyors, Planners
5505 West Franklin Road Boise, ID 83705
Telephone 208.343.3381 | www.centengr.com

Legal Description
Record of Survey for Bodahl Farm, LLC

Parcel A

December 3, 2021

A portion of the northeast quarter of the northeast quarter Section 15, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 15, which is the centerline intersection of West Hubbard Road and North Ten Mile Road; thence S89°55'47"W, 871.48 feet along the northerly boundary of the northeast quarter of the northeast quarter of said Section 15 and along the centerline of West Hubbard Road to the **Point of Beginning**:

Thence S00°00'25"W, 641.62 feet;

Thence N89°55'47"E, 519.98 feet;

Thence S00°00'25"W, 358.05 feet;

Thence N89°55'47"E, 317.50 feet to the westerly right-of-way of North Ten Mile Road;

Thence S00°00'25"W, 332.20 feet along said westerly right-of-way of North Ten Mile Road along a line 34-feet easterly of and parallel with the easterly boundary of the northeast quarter of the northeast quarter of said Section 15 to the southerly boundary of the northeast quarter of the northeast quarter of said Section 15.

Thence N89°59'15"W, 1,289.81 feet along the southerly boundary of the northeast quarter of the northeast quarter of said Section 15 to the southwest corner of the northeast quarter of the northeast quarter of said Section 15;

Thence N00°01'07"E, 1,330.01 feet along the westerly boundary of the northeast quarter of the northeast quarter said Section 15 to the northwest corner of the northeast quarter of the northeast quarter of said Section 15 and to the centerline of West Hubbard Road;

Thence N89°55'47"E, 452.06 feet along the northerly boundary of the northeast quarter of the northeast quarter of said Section 15 and the centerline of West Hubbard Road to the **Point of Beginning**.

Comprising 24.46 acres, more or less.

Subject to all existing easements and rights-of-way of record or apparent.



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Legal Description
Record of Survey for Bodahl Farm, LLC

Parcel B

December 3, 2021

A portion of the northeast quarter of the northeast quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 15, which is the centerline intersection of West Hubbard Road and North Ten Mile Road; thence S89°55'47"W, 34.00 feet along the northerly boundary of the northeast quarter of the northeast quarter of said Section 15 and along the centerline of West Hubbard Road to the **Point of Beginning**:

Thence S00°00'25"W, 999.67 feet along said along said westerly right-of-way of North Ten Mile Road along a line 34-feet easterly of and parallel with the easterly boundary of the northeast quarter of the northeast quarter of said Section 15

Thence S89°55'47"W, 317.50 feet;

Thence N00°00'25"E, 358.05 feet;

Thence S89°55'47"W, 519.98 feet;

Thence N00°00'25"E, 641.62 feet to the northerly boundary of the northeast quarter of the northeast quarter of said Section 15 and to the centelrine of West Hubbard Road;

Thence N89°55'47"E, 837.48 feet along the northerly boundary of the northeast quarter of the northeast quarter of said Section 15 and along the centelrine of West Hubbard Road to the **Point of Beginning**.

Comprising 14.95 acres, more or less.

Subject to all existing easements and rights-of-way of record or apparent.



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

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

Brady Barroso
Engineering Technician I

MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**25 January 2022**	
RE:	**Public Works Comments**	
	3003 N Ten Mile, 21-07-LS (Lot Split)	

The 3003 N Ten Mile property, 21-07-LS, lot split request dated 30 December 2021 has been reviewed. The applicant wishes to lot split with a City of Kuna (City) C-1 (neighborhood commercial) 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 can support approval for this lot split.

Comments may be expanded or refined in connection with the 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) All applicable utility inspection and utility flow modeling fees shall be paid by the developer in accordance with City of Kuna Resolution R57-2021. *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) Commercial EDUs will be determined at the time a building permit is issued.
b) At least two access points are required in Phase I per Kuna Rural Fire District (KRFD).

c) Areas for outside activities are incorporated into the project. Connection to the City of Kuna pathways presents a long-term goal that should be considered.
d) A plan approval letter will be required if this project affects any local irrigation districts.
e) Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
f) All positional information shall be from the most recent state plane coordinate system.
g) Provide engineering certification on all final engineering drawings.
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 permits will be issued and no 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 subdivision.
f) Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4) Sanitary Sewer Connection

a) The applicant's property is not connected to City services. The closest possible connection to gravity sewer is located in N Ten Mile Rd.
b) 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.
c) All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality (DEQ) requirements. Documentation shall be provided to the City of Kuna.
d) Sewer must provide connectivity for surrounding developments.
e) No cleanouts are permitted at the end of runs in lieu of manholes per Kuna City Code 6-4-2-B.14.
f) All sewer infrastructure must meet or exceed City of Kuna requirements.
g) Sewer flow models will be required to verify and accommodate pipe sizes. The associated costs shall be paid by the developer.
h) Sewer connection fees apply to each lot containing a home or other facility.
i) This application shall conform to the sewer masterplan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5) Potable Water Connection

a) The applicant's property is not connected to City services. The closest connection point is located on the east side of the property.
b) Water flow models will be required to verify and accommodate adequate water supply and fire suppression. The associated costs shall be paid by the developer.
c) 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. It is expected the applicant will connect to City water services, in accordance with the City's "to and through" policy in Kuna City Code 6-4-2.
d) All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.
e) All water infrastructure must meet or exceed City of Kuna requirements.
f) Water connection fees apply to each lot containing a home or other facility.
g) Fire hydrants are required in a layout acceptable to the KRFD.

6) Pressurized Irrigation

a) The applicant's property is not connected to City services. The closest connection point is located on the east side of the property.
b) Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
c) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
d) Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
e) Pressurized irrigation flow model will be required to verify and accommodate adequate pressurized irrigation supply. All associated costs shall be paid by the developer.

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) The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
c) 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.
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.
e) Sidewalks, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.

8) As-Built Drawings

a) As-built (record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product.

b) *Correct and verified as-built (record drawings) drawings will be required before occupancy or final plat approval is granted.*

9) Exhibits

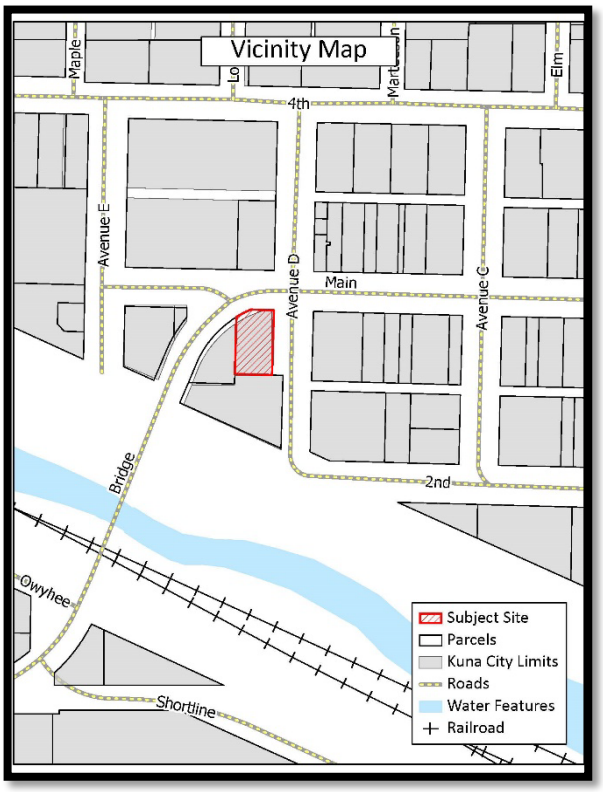
a) No maps are included to support Public Works comments.

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF	)	**Case No. 21-08-LS (Lot Split)**
BTC PROPERTIES	)	**STAFF REPORT FOR THE 525 W MAIN STREET LOT SPLIT APPLICATION.**
For a Lot Split at 525 W Main Street.	)	

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1. Exhibit List
2. Process and Noticing
3. Applicants Request
4. Site History
5. General Project Facts
6. Staff Analysis
7. Council's Order of Decision



I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.1	P&Z Application Coversheet			X

2.2	Lot Split Application			X
2.3	Narrative			X
2.4	Vicinity Map			X
2.5	Aerial Map			X
2.6	Warranty deed & Legal Description			X
2.7	Lot Split & Warranty Deed History			X
2.8	Proposed Lot Split & Record of Survey			X
2.9	Public Works Memo			X

II
PROCESS AND NOTICING

2.1 A Lot Split (LS) is designated in Kuna City Code (KCC) 1-14-3, as a Public Meeting, with City Council as the decision-making body. As a Public Meeting, this application does not require formal notice as set forth in Idaho Code §65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council is outlined in KCC 1-14-3 and have been adhered to.

2.2 Notifications:

2.2.1 Agency Transmittal January 07, 2022
2.2.2 Letter of Completeness January 07, 2022
2.2.3 Agenda February 01, 2022

III
APPLICANTS REQUEST

3.1 BTC Properties requests approval to split an approximately 0.22-acre parcel into an approximately 0.108-acre (4,734 SF) North Parcel and an approximately 0.101-acre (4,434 SF) South Parcel. This Lot Split is to facilitate each individual building being on its own lot, and allows the potential for the State of Idaho to purchase the office they currently occupy. There are no requested changes to the current CBD (Central Business District) zone.

IV
GENERAL PROJECT FACTS

4.1 Site History

4.1.1 The property and its existing buildings have historically been used as a salon and office. The property already has water and sewer connections, established parking and sidewalks.

4.2 Surrounding Land Uses

North	CBD	Central Business District – Kuna City
South	CBD	Central Business District – Kuna City
East	CBD	Central Business District – Kuna City
West	CBD	Central Business District – Kuna City

4.3 Parcel Size, Current Zoning and Parcel Number

4.3.1 Approximately 0.22-acres
4.3.2 CBD (Central Business District)
4.3.3 R5070001305

4.4 Services

Sanitary Sewer – City of Kuna
Irrigation – City of Kuna
Potable Water – City of Kuna
Fire Protection – Kuna Rural Fire District
Police Protection – Kuna Police (Ada County Sheriff's Office)
Sanitation Services – J&M Sanitation

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 There are currently two (2) buildings onsite; a salon operates in the Northern building and a State of Idaho office operates in the Southern building.

4.6 Environmental Issues

4.6.1 Apart from being within the Nitrate Priority Area, staff is not aware of any environmental issues, health or safety conflicts at this time.

V
TRANSPORTATION AND CONNECTIVITY

5.1 The subject site lies on the southwest corner of the W Main Street and N Avenue D intersection. Ingress/egress for both businesses are taken directly from N Avenue D.

VI
STAFF ANALYSIS

6.1 The Applicant has submitted a complete application per Kuna City Code (KCC) 5-16-D(3). The Applicant has requested to split an approximately 0.22-acre parcel into an approximately 0.108-acre (4,734 SF) North Parcel and an approximately 0.101-acre (4,434 SF) South Parcel. Staff has determined that the subject site is eligible for the requested Lot Split.

The Comprehensive Plan Future Land Use Map (FLUM) designates the subject site as CBD (Central Business District), which it is currently zoned. The subject site has existing water and sewer connections, a sidewalk along the northern property boundary, and parking.

Per the Public Works Memo (Exhibit 2.9), Public Works staff supports the proposed Lot Split.

Staff has determined that this Lot Split request is consistent with Kuna City Code and recommends that if City Council approves Case No. 21-05-LS, the Applicant be subject to the Conditions of Approval listed in section "VII" (7) of this report.

VII
COUNCIL'S ORDER OF DECISION

Note: This proposed Motion is for Approval, Conditional Approval or Denial of this request. However, if the Council wishes to approve or deny specific parts of the request as detailed in the staff report, those changes must be specified.

Based on the facts outlined in staff's report, documentation contained in the case file and any discussion at the public meeting, the City Council of Kuna, Idaho, hereby ***Approves/Conditionally Approves/Denies*** Case No. 21-08-LS, a request from BTC Properties to split an approximately 0.22-acre parcel into two (2) parcels; subject to the following Conditions of Approval:

7.1.1 Upon approval of the application by City Council, and subject to the Conditions of Approval and applicable Ordinances, the Owner shall have one (1) year to complete the following tasks:

7.1.2 Cause the property to be surveyed and provide a copy of the record of survey to the Planning and Zoning Department for review, prior to recording with Ada County;

7.1.3 Record the record of survey with Ada County;

7.1.4 Execute and record the necessary deeds to accomplish Lot Split as approved;

7.1.5 Obtain new tax parcel numbers from the Ada County Assessor's Office; and

7.1.6 Provide copies of the **recorded record of survey, recorded deeds, and the new tax parcel numbers** to the Planning and Zoning Department.

7.2 Applicant shall convey proper easements on the record of survey for all utilities in sufficient widths approved by the City Engineer and the Planning and Zoning Department. All easement line work shall be shown on the record of survey.

7.3 Any future development or improvements to the newly created parcels must follow all codes in place at the time of application submission.

7.4 Applicant shall follow all procedures, staff and agency recommendations.

7.5 Applicant shall follow staff, City Engineer's and other agency recommended requirements as applicable.

7.6 Applicant shall adhere to all agencies and staff requirements and recommendations.

7.7 Applicant shall comply with all federal, state and local laws.

DATED this 1st day of February, 2022.

KUNA
Planning & Zoning

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): 21-08-LS

Project Name: 525 W Main Street

Date Received: Docs 11.24.2021, Narrative 11.30.2021

Date Accepted as Complete: 01.07.2022

Type of review requested (check all that apply):

☐	Annexation	☐	Appeal
☐	Comp. Plan Map Amendment	☐	Combination Pre & Final Plat
☐	Design Review	☐	Development Agreement
☐	Final Planned Unit Development	☐	Final Plat
☐	Lot Line Adjustment	✔	Lot Split
☐	Ordinance Amendment	☐	Planned Unit Development
☐	Preliminary Plat	☐	Rezone
☐	Special Use Permit	☐	Temporary Business
☐	Vacation	☐	Variance

Owner of Record

Name: BTC Properties

Address: 72 N. Saratoga Ct., Nampa, ID 83687

Phone: 208-602-9593 Email: david@weathertightidaho.com

Applicant (Developer) Information

Name: David Krings

Address: 72 N. Saratoga Ct., Nampa, ID 83687

Phone: 208-602-9593 Email: david@weathertightidaho.com

Engineer/Representative Information

Name:

Address:

Phone: Email:

Subject Property Information

Site Address: 525 W. Main Street, Kuna

Nearest Major Cross Streets: Main / Ave. D

Parcel No.(s): R5070001305

Section, Township, Range: 2N1W23

Property Size: .220 acres

Current Land Use: Office Proposed Land Use: Office

Current Zoning: CBD Proposed Zoning: CBD

Project Description

Project Name: BTC Kuna Property Split

General Description of Project: Split existing property into two properties.

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: NA

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: 1 Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): 1058

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: Existing Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

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

Existing

_____

_____

_____

Applicant Signature: _____ Date: 11-24-21

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.

Lot Split Application

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

KUNA Planning & Zoning

****Office Use Only****

Case No(s).: 21-08-LS

Project Name: 585 W Main Street

Date of Pre-Application Meeting: _____

Date Received: Docs 11.24.2021, Narrative 11.30.2021

Date Accepted as Complete: 01.07.2022

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

- Complete Planning & Zoning Application Coversheet
- Complete Lot Split Application (*It is the applicant's responsibility to use the most current application.*)
- Detailed narrative or justification for the application, describing the project, how the project enhances and beautifies the community, and how the project complies with the requirements found within Kuna City Code 5-16-3.
- Vicinity Map 8.5" x 11": Drown to scale of 1" = 300' (or similar), showing surrounding streets, driveways property lines, etc.
- Legal description of property: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor, with a calculated closure sheet & a map showing the boundaries and legal description.
- 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 <u>each</u> party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Documentation demonstrating an original lot, tract or parcel of land has been split no more than two times as of the City of Kuna's date of origination (December 7, 1977). *(KCC 5-16-3:A states a Lot Split shall create no more than three (3) parcels from an original tract of land.)*
- Sketch of proposed Lot Split, including: Current lot size dimensions, square footage and street frontage; proposed Lot Split with new lot lines, dimensions, square footage and street frontages; streets, surrounding land uses, etc.; and existing & proposed public improvements including sidewalk, streets, lighting, landscaping, natural features, etc.

This application shall not be considered complete nor will a hearing date be set, until staff has received all required information. Once application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due & any other necessary information via a Letter of Completeness.

BTC PROPERTIES

72 N. Saratoga Ct., Nampa, ID 83687

208-602-9593

November 29, 2021

Re: Lot Split Application Narrative

The purpose of the project is to simply split the two buildings that are located on one lot to two separate properties. This would allow additional taxes to be collected by the City of Kuna while not adding any additional burden as well as provide an opportunity for the State of Idaho to possibly obtain ownership of the building that they currently occupy that is located on the property.

The project complies with the requirements found within Kuna City Code 5-16-3 in the following manner.

5-16-3 (B)

1. Sidewalks are already existing.
2. Sewer and Water are already connected
3. Dedication of ROW is already in place
4. Lot split conformity is already in place
5. No unique features or topo constraints exist
6. Utilities are existing
7. Drainage is already contained on site
8. Driveway is existing
9. Fire hydrants are existing
10. No grading is needed as it is existing
11. Split application complies with the maximum number of parcels created
12. Water rights – NA
13. ACHD is in compliance – existing
14. Original lot record is attached
15. Lot compliance is existing
16. Lot of record is attached
17. Existing

Respectfully,

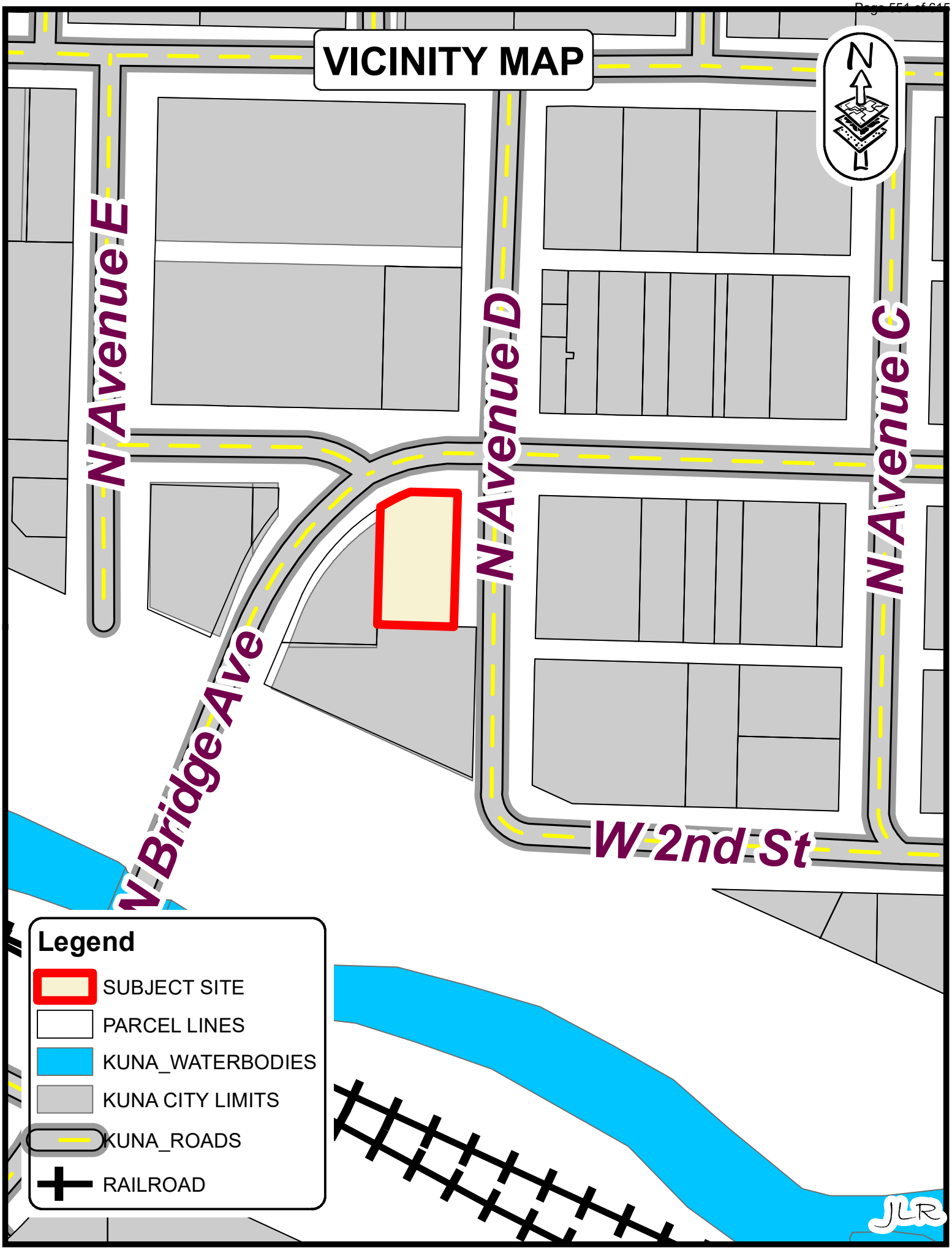


David V. Krings

BTC Properties

208-602-9593

david@weathertightidaho.com


VICINITY MAP
N
N Avenue E
N Avenue D
N Avenue C
N Bridge Ave
W 2nd St
Legend
SUBJECT SITE
PARCEL LINES
KUNA_WATERBODIES
KUNA CITY LIMITS
KUNA_ROADS
RAILROAD
JLR

AERIAL MAP 525 W Main Street



ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=2 VICTORIA BAILEY
ALLIANCE TITLE - BOISE PRODUCTION CENTER
2019-008451
02/01/2019 10:17 AM
$15.00

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:421535

FOR VALUE RECEIVED

Donald L. Kolsky and Lorna V. Kolsky, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

BTC Properties, LLC

whose current address is

72 North Saratoga Court
Nampa, ID 83687

the grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

The North 130 feet of Lots 1, 2 and 3 in Block 13 of Amended Plat of the Townsite of Kuna, according to the official plat thereof, filed in Book 4 of Plats at Page 187, records of Ada County, Idaho; Lying southeast of the right of way of the Old Oregon Trail, South Branch, State Aid Project 136-B.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 29, 2019

Donald L. Kolsky by Lorna V. Kolsky, attorney in fact

Lorna V. Kolsky

State of Idaho } ss
County of Ada)

On this 30 day of January, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared ~~Donald L. Kolsky and~~ Lorna V. Kolsky, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

The undersigned
Notary Public for the State of Idaho
Residing at:
Commission Expires:
Commission Expires: 05/31/2023
Residing in: Boise, Idaho

MICHELLE TURNER
COMMISSION #44409
NOTARY PUBLIC
STATE OF IDAHO

File No. 421535

State of Idaho} ss.
County of Ada}

On this 30 day of January, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Lorna V. Kolsky known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Donald L. Kolsky, and acknowledged to me that he/she/they subscribed the name of Donald L. Kolsky as principal and his/her own name as Attorney-in-fact.
IN WITNESS WHEREOF I have hereunto ~~set my hand~~ and affixed my official seal the day and year first above written.

the undersigned
Notary Public for the State of Idaho
Residing at:
Commission Expires:

Commission Expires: 06/31/2023
Residing In: Boise, Idaho

MICHELLE TURNER
COMMISSION #44409
NOTARY PUBLIC
STATE OF IDAHO

WARRANTY DEED

BOOK 521 PAGE 463

For Value Received FRANK P. LAKIN and LULU I. LAKIN, husband and wife,

the grantor s, do hereby grant, bargain, sell and convey unto LOIS DUSTMAN, a widow,

the grantee , the following described premises, to-wit:

REVENUE STAMPS



In the County of Ada, State of Idaho, That portion of Lots 1 to 8 inclusive in Block 13 of the Townsite of Kuna, lying South of the right of way of the Old Oregon Trail, South Branch, State Aid Project 136-B, according to the Amended Plat thereof, filed in Book 4 of Plats at Page 187.

Together with all water, water rights, ditches and ditch rights of way, appurtenant thereto or connected therewith.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , her heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee , that the y are the owners in fee simple of said premises; that said premises are free from all incumbrances

and that the y will warrant and defend the same from all lawful claims whatsoever.

Dated: 19th day of November, 1964.

Frank P. Lakin

Lulu I. Lakin

STATE OF IDAHO, COUNTY OF Ada

On this 19th day of November 19 64, before me, a notary public in and for said State, personally appeared

FRANK P. LAKIN and LULU I. LAKIN, husband and wife,

known to me to be the person S whose name S are subscribed to the within instrument, and acknowledged to me that they executed the same.

Grant Ambrose

Notary Public

Residing at Meridian, Idaho

Comm. Expires

STATE OF IDAHO, COUNTY OF Ada

I hereby certify that this instrument was filed for record at the request of Peterson Abstract Co

at 45 minutes past 1 o'clock P. M., this 14 day of April 1965, in my office, and duly recorded in Book of Deeds at page

CLARENCE A. PLANTING
Ex-Officio Recorder

By Winifred Fawcett Deputy.

Fees $ 90¢

Mail to: Lois Dustman Box 26 - Kuna, Ida

INSTRUMENT No. 619153

Warranty Deed 565-A

Printed and For Sale By Syms-York Company, Boise

(14)

WARRANTY DEED 99 1556

For Value Received

LOIS J. DUSTMAN, a widow

the grantor , do es hereby grant, bargain, sell and convey unto

MONDELL TOLMAN and BERTHA TOLMAN, husband and wife

the grantee s , the following described premises, to-wit:

All those portions of Lots 1, 2, 3, 4, 5, 6 and 7 in Block 15 of the Amended Townsite of Kuna, according to the plat thereof filed in Book 4 of Plats at page 187, records of Ada County, Idaho, lying Southeasterly of the right--of-way of the Old Oregon Trail, South Branch, State Aid Project 136-B.
EXCEPT the North 130 feet of Lots 1, 2, and 3 thereof and FURTHER EXCEPT any and all portions thereof belonging to the Union Pacific Railroad right-of-way.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee s that she is the owner in fee simple of said premises; that said premises are free from all incumbrances

and that she will warrant and defend the same from all lawful claims whatsoever.

Dated:

August 31, 1971

Lois J. Dustman

STATE OF IDAHO, COUNTY OF

On this 31st day of August, 1971, before me, a notary public in and for said State, personally appeared

Lois J. Dustman

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Delta Carter

Notary Public

Residing at Kuna, Idaho

Comm. Expires July 1974

STATE OF IDAHO, COUNTY OF Ada

I hereby certify that this instrument was filed for record at the request of Capitol Title Co.

at no minutes past 12 o'clock P m.
this 2nd day of September
19 71 , in my office, and duly recorded in Book of Deeds at page

CLARENCE A. PLANTING

Ex-Officio Recorder

By Sue Warner Deputy.

Fees $ 1.00

Mail to: Carter Realty Rt 1 Kuna Idaho

INSTRUMENT No. 781427

Warranty Deed 203-A

Printed and For Sale By Ryan-York Company, Boise

822:3432

WARRANTY DEED 604 1311

FOR VALUE RECEIVED, LOIS J DUSTMAN, a widow, the Grantor, does hereby grant, bargain, sell, and convey unto JAY H COX and CAROL J COX, husband and wife, whose address is R R # 3, Deer Flat Road, Kuna, Idaho, the Grantees, the following described property, to-wit:

North 130' of Lots 1, 2 and 3. All South of Highway, Block 13, Amended Kuna Townsite.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that she will warrant and defend the same from all lawful claims whatsoever.

GRANTOR

Lois J Dustman

STATE OF IDAHO)
)ss
County of Ada)

On this 26 day of March, 1982, before me, the undersigned, a Notary Public, personally appeared Lois J. Dustman, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

NOTARY PUBLIC
Residing at: Meridian, Idaho
Commission Expires:

(NOTARIAL SEAL)

STATE OF IDAHO, COUNTY OF ADA ss
Filed for record at the request of
this ... day of ... 19..
JOHN BASTIAN, Recorder
By ... Deputy

Property Master

August 18, 2021



2021 - R5070001305

Property Information

Status: Active Code Area: 04

Property Type: Real

Owner Information

Name: BTC PROPERTIES LLC

Mailing Address: 72 N SARATOGA CT
NAMPA ID 83687-0000

Property Location

Address: 525 W MAIN ST
KUNA ID 83634-0000

Group Type: SUB

Group #: 507000

Group Description: KUNA TOWNSITE AMD

Zoning: CBD

Township/Range/Section: 2N 1W 23

Tax Parcel Location: N 130' OF LOTS 1 - 3 INC
S OF HWY BLK 13 AMD
KUNA TOWNSITE
#1310-S

Appraiser Information

Name: Elliott L. Graham Phone: (208) 287-7250

Email: egraham@adacounty.id.gov

Property Values

Status	State Category Code	Acres	Assessed Value	Assessment Roll	Property Occupancy	Valuation Method
Active	210	0.220	84,200	Property Roll	Non-Occupancy	UR BASE
Active	210		5,400	Property Roll	Non-Occupancy	UR INCR
Active	420		143,300	Property Roll	Non-Occupancy	UR BASE
Active	420		0	Property Roll	Non-Occupancy	UR INCR
			232,900			
			232,900			

Instrument #	Code	Parcel #	Initials	Grantor	Grantee	Action Type	Action Code	Transaction Date	Recorded Date	Effective Year	Acreage	Related Information
2019008451	101	R5070001305	JAB	KOLSKY, DONALD L	BTC PROPERTIES LLC	Ownership	Owner Ch	2/4/2019	2/1/2019	2019	0.220	
112059954	101	R5070001315	DAB	BROWN ROGER W	BROWN ROGER W ETUX	Ownership	Owner Ch	6/28/2012	6/21/2012	2012	0.180	
110048586	101	R5070001315	JVR	BROWN ROGER W ETUX	BROWN ROGER W	Ownership	Owner Ch	5/28/2010	5/26/2010	2010	0.180	
110030831	101	R5070001315	DEW	BROWN PAMELA E	BROWN ROGER W ETUX	Ownership	Owner Ch	4/8/2010	4/6/2010	2010	0.180	
110030830	911	R5070001315	DEW	BURLEY CHARLOTTE B DECD	BURLEY MARVIN E	Ownership	Owner Ch	4/14/2010	4/6/2010	2010	0.180	MARVIN'S INT DEEDED 107121276
107121276	106	R5070001315	CNS	BURLEY MARVIN E DECD	BROWN PAMELA E	Ownership	Owner Ch	9/18/2007	8/28/2007	2007	0.180	
2020136841	101	R5070001330	JMJ	MRS PROPERTIES LLC	CONTRERAS-PAZ, ENRIQUE	Ownership	Owner Ch	11/13/2020	10/13/2020	2020	0.280	
114001212	101	R5070001330	JVR	M&D INVESTMENT PROP	MRS PROPERTIES	Ownership	Owner Ch	1/17/2014	1/6/2014	2014	0.280	
112117040	101	R5070001330	JVR	M & D INVESTMENT PROPERTIE	MRS PROPERTIES	No Action	No Action	11/8/2012	11/7/2012	2012	0.280	
111060467	101	R5070001330	DEW	SMITH MICHAEL R ETUX	M & D INVESTMENT PROP	Ownership	Owner Ch	8/2/2011	7/28/2011	2011	0.280	
111047477	101	R5070001330	JVR	SMITH MICHAEL R ETUX	M & D INVESTMENT PROP	No Action	No Action	6/24/2011	6/10/2011	2011	0.280	
103036233	101	R5070001330	BAK	WALKER DALE A ETUX	SMITH MICHAEL R ETUX	Ownership	Owner Ch	3/28/2003	3/5/2003	2003	0.280	
113112104	101	R5070001350	DEW	ADA COUNTY HIGHWAY DIST	KUNA JOINT SCHOOL DIST	Combo	Source	11/26/2013	10/4/2013	2014	1.690	
113112104	101	R5070001360	DEW	ADA COUNTY HIGHWAY DIST	KUNA JOINT SCHOOL DIST	Combo	Source	11/26/2013	10/4/2013	2014	0.139	
113112100	404	R5070001360	DEW	ADA COUNTY HIGHWAY DIST	KUNA SCHOL DISTRICT NO	Misc - Crea	Target	11/26/2013	10/4/2013	2014	0.138	
113112104	101	R5070001380	DEW	ADA COUNTY HIGHWAY DIST	KUNA JOINT SCHOOL DIST	Combo	Target	11/26/2013	10/4/2013	2014	1.825	
2017071719	101	R5070001462	JVR	SHIVA LLC	JK VOND LLC	Ownership	Owner Ch	8/23/2017	8/3/2017	2017	0.240	
106053488	101	R5070001462	CTD	BHOLE	SHIVA	Ownership	Owner Ch	4/24/2006	4/7/2006	2006	0.240	
104041025	101	R5070001462	AJP	NORTHWEST LAND & CATTLE C	BHOLE	Ownership	Owner Ch	4/27/2004	4/8/2004	2004	0.240	
99099452	111	R5070001462	DWG	MCMURTREY WATT & WOLFE BY	NORTHWEST LAND & CATTL	Ownership	Owner Ch	10/7/1999	10/7/1999	1999	0.240	
114047705	101	R5070001472	DEW	PEOPLE'S TRUST FCU	CONTRERAS ENRIQUE F TR	Ownership	Owner Ch	7/7/2014	6/18/2014	2014	0.155	
111102449	105	R5070001472	DEW	FIRST AMERICAN TITLE ETAL	PEOPLE'S TRUST FCU	Split	Target	6/6/2012	12/15/2011	2013	0.155	INCORRECT LEGAL ON PARC 1
111102449	105	R5070001473	DEW	FIRST AMERICAN TITLE ETAL	PEOPLE'S TRUST FCU	Split	Source	6/6/2012	12/15/2011	2013	0.172	INCORRECT LEGAL ON PARC 1
106183961	101	R5070001473	CNS	L & K	HOSELEY JESSE J	Split	Target	12/13/2006	11/22/2006	2007	0.172	
2016057055	101	R5070001474	JJC	CONTRERAS, ENRIQUE F	CONTRERAS, ENRIQUE F	Combo	Source	7/11/2016	6/28/2016	2017	0.017	
114047705	101	R5070001474	DEW	PEOPLE'S TRUST FCU	CONTRERAS ENRIQUE F TR	Ownership	Owner Ch	7/7/2014	6/18/2014	2014	0.017	
114047704	101	R5070001474	DEW	L & K	PEOPLE'S TRUST FCU	Ownership	Owner Ch	7/7/2014	6/18/2014	2014	0.017	
111102449	105	R5070001474	DEW	FIRST AMERICAN TITLE ETAL	PEOPLE'S TRUST FCU	Split	Target	6/6/2012	12/15/2011	2013	0.017	INCORRECT LEGAL ON PARC 1
2016057055	101	R5070001475	JJC	CONTRERAS, ENRIQUE F	CONTRERAS, ENRIQUE F	Combo	Source	7/11/2016	6/28/2016	2017	0.172	
114047705	101	R5070001475	DEW	PEOPLE'S TRUST FCU	CONTRERAS ENRIQUE F TR	Ownership	Owner Ch	7/7/2014	6/18/2014	2014	0.172	
9999012572	OTH	R5070001475	DEW	FIRST AMERICAN TITLE ETAL	PEOPLE'S TRUST FCU	Ownership	Owner Ch	6/6/2012	6/6/2012	2012	0.172	STRAIGHTS FOR 2012 - 111102449
107157643	101	R5070001475	CNS	HOSELEY JESSE J	L & K	Ownership	Owner Ch	11/30/2007	11/26/2007	2007	0.172	
106183961	101	R5070001475	CNS	L & K	HOSELEY JESSE J	Split	Target	12/13/2006	11/22/2006	2007	0.172	
2016057055	101	R5070001476	JJC	CONTRERAS, ENRIQUE F	CONTRERAS, ENRIQUE F	Combo	Target	7/11/2016	6/28/2016	2017	0.109	
106183961	101	R5070001477	CNS	L & K	HOSELEY JESSE J	Split	Source	12/13/2006	11/22/2006	2007	0.344	
106058110	101	R5070001477	CTD	CASE DAVID L ETUX	L & K	Ownership	Owner Ch	5/2/2006	4/14/2006	2006	0.344	
103045888	101	R5070001477	DLJ	SEXTON CLIFFORD E ETUX	CASE DAVID L ETUX	Ownership	Owner Ch	4/9/2003	3/21/2003	2003	0.344	
102095467	101	R5070001477	DMN	SEXTON CLIFFORD E ETUX	CASE DAVID L ETUX	Ownership	Owner Ch	9/13/2002	8/22/2002	2002	0.344	
102085319	101	R5070001477	DMN	SEXTON CLIFFORD E ETUX	CASE DAVID L ETUX	No Action	No Action	9/13/2002	7/29/2002	2002	0.344	CORRECTED BY #102095467

SUBDIVISION Kuna Townsite Amd. MAP NO. BLOCK 13, 14, 15, 16
SECTION 33 TOWNSHIP 3N RANGE 1W

11/16/89 Plat 26888

REMARKS	GRANTOR	GRANTEE	PARCEL NO.	DATE MO.	DAY	YR.	DOC. INST.	INST. NO.	Block 13	Block 14	Block 15	Block 16
	Stemen, Walter D. & Mary M.	RATNOR, BETTY LOU	R5070000 1271	10	18	79	WD		P			
	Dustman, Lois J.		1310						P			
	Secord, Timothy J. & Stephany D.		1312						P			
	Smith, Marsha K.	ROAD DISTRICT 1 - MCCOOL R.	1315	5	26	86	QCD		P			
	Walker, Martin R & Violet	WALKER, DON A. - SURVEY	1330	01	28	72	WD		P			
	Ind. School District		1330							P		
Lot 22	Harrold, Kenneth D. & Ruth	MCKEE, HOWARD D. & RELVA R	1460	3	2	83	CONT			P		
Lots 23 & 24	Harrold, Kenneth D. & Ruth		1465	3	2	83	WD			P		
	Rea, Laura R.	[illegible], Edward D. & Barbara J.	1476	7	10	80	WD				P	
	Frisbie, Edward D. & Barbara J.		1530								P	
	Post, Melvin J. ETUX		1600									V
	ADA COUNTY HWY DIST	FRISBIE, EDWARD D & BARBARA J	1476	8	21	80	VAC	8039541			P	
	"	"	1552	8	21	80	VAC	8039541			P	
	"	POST, MELVIN J ETUX	1605	8	21	80	VAC	8039541				V
		COX, JAY H. & CAROL J	1505	10	2	81	— U	WC11431	P			
N 1/2 of Govt Lot 3 in NE 1/4	COX, JAY H & CAROL J.	H-B CONTRACTORS, INC	1505	6	2	82	BY SD	8223423	P			
R/S 44' & ENE ROW	ADA COUNTY HIGHWAY	ADA COUNTY	1512	8	23	84	LD	8408518	P			
	Post, Melvin J. & Georgia B.	Cox, James M. & Vonna Frances	1605	12	19	85	WD	8564853				V
	Cox, James M. & Vonna Frances	Deans, Mary E. Dorothy	1605	12	19	85	WD	8564854				V
	FRED KNIGHT L + MARTHA R	GREEN, DANA A + GERALD R	1512	10	11	78	WD	8065822	P			
8723832 Lot 23	MCKEE, HOWARD D & ARLEEN	MCELHINEY, LIMIT & WOLFE	1960	2	22	88	CONT			P		
Lots 23 & 24	" "	" "	1956	2	22	88	CONT			P		
	Pioneer Title Co. of Ada County	City Federal Savings Bank	1315	5	10	88	TD	8824117	P			
N 150' of Lot 3 in NE 1/4	CITY FEDERAL SAVINGS BANK	SEC OF HOUSING & URBAN DEV	1215	7	1	81	WD	8272231	P			
N 150' of E 210'	H-B CONTRACTORS, INC	ROGERS, DONALD L & LORNA V.	1205	11	25	88	CWD	8857773	P			
	ORAM, ORVAL & FRANCES VICKIE	KOUSKY, DONALD L & LORNA V.	1305	6	22	89	WD	8929776	P			
	MERRILL FIRST FINANCIAL & HAROLD FOX	WYATT, JAMES B. & CAROLE D	1460	6	19	89	QCD	8936965-6		P		
	" "	" "	1465	6	19	89	"	"		P		
N 150' of E 210'		EMERY, MARVIN A & CONNIE K	1512	8	29	89	Q	8948412	P			
	MCKEE, HOWARD D. & ARLEEN	WYATT & WOLFE	1462	5	29	90		CORRECT		P		
	" "	MC MURREY, WYATT & WOLFE	1462	11	12	96	WD	96020872		P		
	Ada County	Ada County Highway Dist	1312	10	4	96	QCD	96089478	P			
Lots 5 & 6 in NE 1/4 of NE 1/4	VAN METER FAMILY PARTNERSHIP	JARRETT, LARRY A & DOROTHY K	1271	3	10	97	WD	97012617	P			
Lot 98	Ada County Highway Dist.	Jarrett, Larry A & Dorothy K	1250	1	5	98	QUIT CLAIM	98 008876	Affects Lot 98			
Lots 24 & 25	Jarrett, Larry A & Dorothy K		1260						Affects Lot 24			
	FRISBIE, EDWARD D & BARBARA J	LAURELL, DONALD J	1552	01	27	97	WD	PROVIDED			P Lots 14, 24	

See all photos + Add to

IER A
)7
)01265

WALTER D. & MARY M. SIEMEN
~~TOLMAN MONDELL & BERTHA~~
P O BOX 84 209 D AVE
KUNA IDAHO 83634
~~7-8-1427~~
~~9-8-177~~

71R5070001271
LOTS 1-7 INC EXC N 130' OF
LOTS 1-3 INC & EXC
N 150' OF LOTS
4-7 INC BLK 13
855112
7-26-73

DUSTMAN LOIS J
BOX 26
KUNA IDA 83634
521-463

71R5070001310
N 130' OF LOTS 1 2 & 3 & LOT 8 EXC
ALL S OF HIWAY BLK 13
AMD TOWNSITE OF KUNA

SECORD, TIMOTHY J. & STEPHANY D
853195
7/10/73
EXC R/WAYS
N 150' OF LOT 8 & BLK 13
AMD TOWNSITE OF KUNA
71RCL

~~HWY D~~
124
192
)01315
305612
413-74
19742
12-79

~~DAVIS JACK E ET UX~~
WALKER MARTIN R & VIOLET
BOX 195
KUNA IDAHO 83634

71R5070001330
LOTS 9 TO 12 INC BLK 13
KUNA TOWNSITE
7638173

IND SCHOOL DIST
NO 32
KUNA IDA

71R5070001350
LOTS 1 TO 12 INC
LOTS 13 TO 21 INC
BLK 14 KUNA TOWNSITE

RECORD OF SURVEY

A PORTION OF LOTS 1–3, BLOCK 13 OF THE AMENDED PLAT OF THE TOWNSITE OF KUNA,
LYING IN THE SW 1/4 SE 1/4 OF SECTION 23,
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
ADA COUNTY, IDAHO

RECORD OF SURVEY NO. _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NUMBER _____ FEE ____

STATE OF IDAHO } S.S.
COUNTY OF ADA }

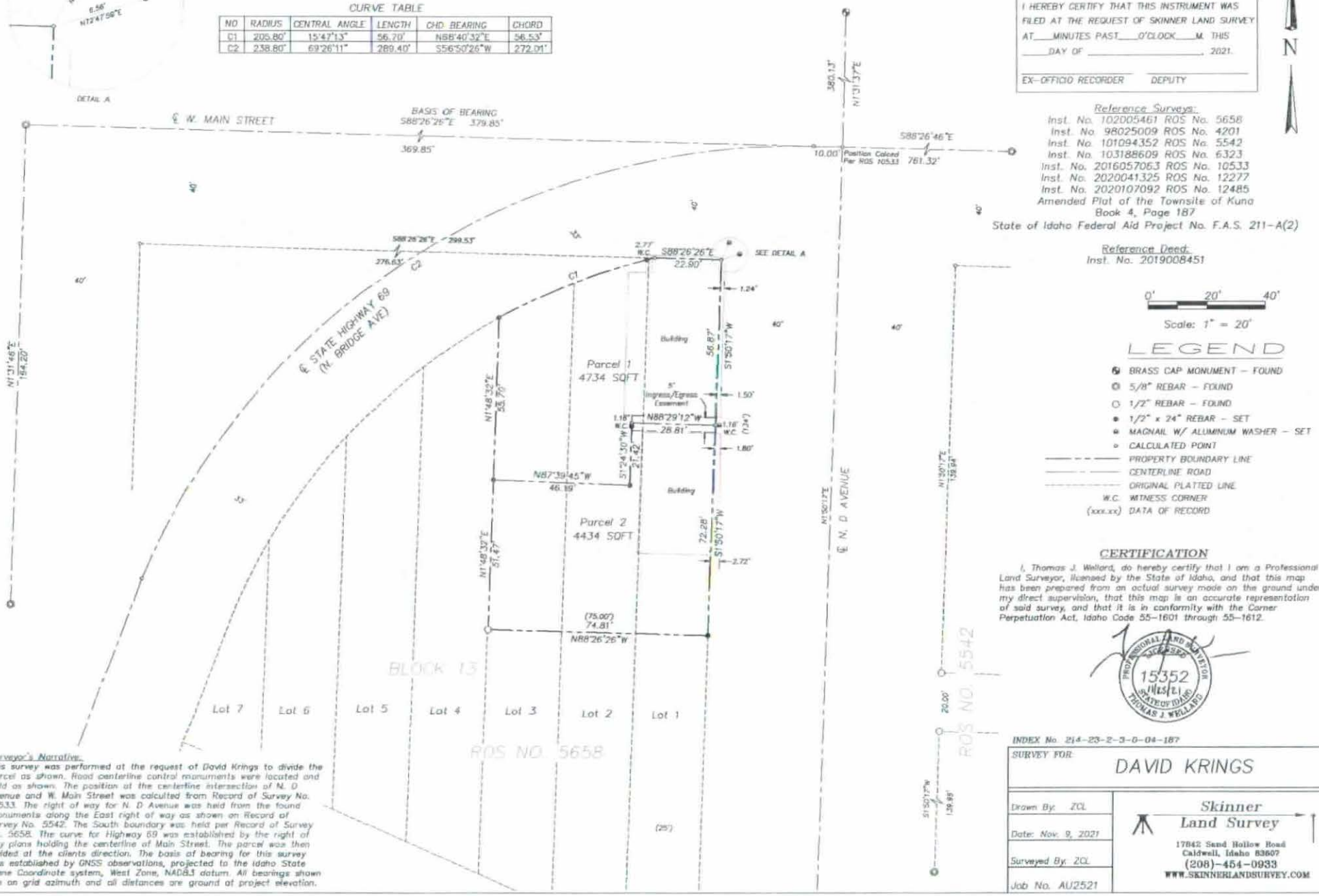
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF SKINNER LAND SURVEY AT ____ MINUTES PAST ____ O'CLOCK ____ M. THIS ____ DAY OF _____, 2021.

EX-OFFICIO RECORDER _____ DEPUTY _____

CURVE TABLE

NO	RADIUS	CENTRAL ANGLE	LENGTH	CHD. BEARING	CHORD
C1	205.80'	15°47'13"	56.70'	N88°40'32"E	56.53'
C2	238.80'	69°26'11"	289.40'	S56°50'26"W	272.01'





Reference Surveys:
Inst. No. 102005461 ROS No. 5658
Inst. No. 98025009 ROS No. 4201
Inst. No. 101094352 ROS No. 5542
Inst. No. 103188609 ROS No. 6323
Inst. No. 2016057063 ROS No. 10533
Inst. No. 2020041325 ROS No. 12277
Inst. No. 2020107092 ROS No. 12485
Amended Plat of the Townsite of Kuna Book 4, Page 187
State of Idaho Federal Aid Project No. F.A.S. 211-A(2)

Reference Deed:
Inst. No. 2019008451

0' 20' 40'
Scale: 1" = 20'

LEGEND

- BRASS CAP MONUMENT – FOUND
- 5/8" REBAR – FOUND
- 1/2" REBAR – FOUND
- 1/2" x 24" REBAR – SET
- MAGNAIL W/ ALUMINUM WASHER – SET
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- CENTERLINE ROAD
- ORIGINAL PLATTED LINE
- W.C. WITNESS CORNER
- (xxx.xx) DATA OF RECORD

CERTIFICATION

I, Thomas J. Wellard, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, that this map is an accurate representation of said survey, and that it is in conformity with the Corner Perpetuation Act, Idaho Code 55-1601 through 55-1612.

PROFESSIONAL LAND SURVEYOR LICENSED 15352 11/15/21 STATE OF IDAHO THOMAS J. WELLARD

Surveyor's Narrative:
This survey was performed at the request of David Krings to divide the parcel as shown. Road centerline control monuments were located and held as shown. The position at the centerline intersection of N. D Avenue and W. Main Street was calculted from Record of Survey No. 10533. The right of way for N. D Avenue was held from the found monuments along the East right of way as shown on Record of Survey No. 5542. The South boundary was held per Record of Survey No. 5658. The curve for Highway 69 was established by the right of way plans holding the centerline of Main Street. The parcel was then divided at the clients direction. The basis of bearing for this survey was established by GNSS observations, projected to the Idaho State Plane Coordinate system, West Zone, NAD83 datum. All bearings shown are on grid azimuth and all distances are ground at project elevation.

INDEX No. 214-23-2-3-0-04-187

SURVEY FOR: DAVID KRINGS

Drawn By: ZCL	
Date: Nov. 9, 2021	
Surveyed By: ZCL	
Job No. AU2521	

Skinner Land Survey
17842 Sand Hollow Road
Caldwell, Idaho 83607
(208)-454-0933
WWW.SKINNERLANDSURVEY.COM

Skinner
Land Survey
17842 Sand Hollow Road
Caldwell, Idaho 83607
(208)454-0933
WWW.SKINNERLANDSURVEY.COM
surveys@skinnerlandsurvey.com

Thomas J. Wellard, PLS

November 23, 2021

Legal Description for
David Krings
Job No. AU2521

Parcel 1

This parcel is a portion of Lots 1-3, Block 13 of the Amended Plat of the Townsite of Kuna as shown on the Official Plat thereof on file in Book 4 of Plats at Page 187 in the Office of the Recorder for Ada County, Idaho, lying in the SW ¼ SE ¼ of Section 23 in Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1, Block 13, a point referenced by a Magnail set with an aluminum washer stamped P.L.S. 15352 bearing North 24°13'14" East a distance 6.43 feet;

thence South 1°50'17" West along the East boundary of Lot 1 a distance of 56.87 feet to a point witnessed by a Magnail set with an aluminum washer stamped P.L.S. 15352 bearing South 88°29'12" East a distance 1.19 feet;

thence North 88°29'12" West a distance of 28.81 feet to a point witnessed by a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 1°24'30" West a distance 1.16 feet;

thence South 1°24'30" West a distance of 21.42 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 87°39'45" West a distance of 46.19 feet to a point on the West boundary of Lot 3, a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 1°48'34" East along said West boundary a distance of 55.70 feet to a point on the Southeasterly right of way of State Highway 69, a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence along said right of way bearing Northeasterly 56.70 feet along the arc of a curve to the right having a radius of 205.80 feet and a central angle of 15° 47' 13" and a long chord which bears North 68°40'32" East a distance of 56.53 feet to a point on the North boundary of Lot 1, witnessed by a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 77°07'57" West a distance of 2.77 feet;

thence South 88°26'26" East along said North boundary a distance of 22.90 feet to the **POINT OF BEGINNING,** said parcel being 4734 Square feet, more or less, and being subject to any and all easements and rights of way of record or implied.



Skinner
Land Survey
17842 Sand Hollow Road
Caldwell, Idaho 83607
(208)454-0933
WWW.SKINNERLANDSURVEY.COM
surveys@skinnerlandsurvey.com

Thomas J. Wellard, PLS

November 23, 2021

Legal Description for
David Krings
Job No. AU2521

Parcel 2

This parcel is a portion of Lots 1-3, Block 13 of the Amended Plat of the Townsite of Kuna as shown on the Official Plat thereof on file in Book 4 of Plats at Page 187 in the Office of the Recorder for Ada County, Idaho, lying in the SW ¼ SE ¼ of Section 23 in Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 1, Block 13, a point referenced by a Magnail set with an aluminum washer stamped P.L.S. 15352 bearing North 24°13'14" East a distance 6.43 feet;

thence South 1°50'17" West along the East boundary of Lot 1 a distance of 56.87 feet to the **TRUE POINT OF BEGINNING,** a point witnessed by a Magnail set with an aluminum washer stamped P.L.S. 15352 bearing South 88°29'12" East a distance 1.19 feet;

thence continuing along said East boundary bearing South 1°50'17" West a distance of 72.28 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 88°26'26" West, parallel with the North boundary of Lots 1-3, a distance of 74.81 feet to a point on the West boundary of Lot 3, a found ½ inch diameter rebar;

thence North 1°48'32" East along said West boundary a distance of 51.47 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 87°39'45" East a distance of 46.19 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 1°24'30" East a distance of 21.42 feet to a point witnessed by a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 1°24'30" West a distance 1.16 feet;

thence South 88°29'12" East a distance of 28.81 feet to the **TRUE POINT OF BEGINNING**, said parcel being 4434 Square feet, more or less, and being subject to any and all easements and rights of way of record or implied.



Skinner
Land Survey
17842 Sand Hollow Road
Caldwell, Idaho 83607
(208)454-0933
WWW.SKINNERLANDSURVEY.COM
surveys@skinnerlandsurvey.com

Thomas J. Wellard, PLS

November 23, 2021

Legal Description for
David Krings
Job No. AU2521

5.00 Foot Ingress/Egress Easement

This easement lies in Lots 1-2, Block 13 of the Amended Plat of the Townsite of Kuna as shown on the Official Plat thereof on file in Book 4 of Plats at Page 187 in the Office of the Recorder for Ada County, Idaho, lying in the SW ¼ SE ¼ of Section 23 in Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 1, Block 13, a point referenced by a Magnail set with an aluminum washer stamped P.L.S. 15352 bearing North 24°13'14" East a distance 6.43 feet;

thence South 1°50'17" West along the East boundary of Lot 1 a distance of 54.37 feet to **TRUE POINT OF BEGINNING**;

thence continuing South 1°50'17" West along said East boundary a distance of 5.00 feet;

thence North 88°29'12" West a distance of 28.79 feet;

thence North 1°24'30" East a distance of 5.00 feet;

thence South 88°29'12" East a distance of 28.83 feet to the **TRUE POINT OF BEGINNING**, said easement being subject to any and all easements and rights of way of record or implied.



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

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

Brady Barroso
Engineering Technician I

MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**25 January 2022**	
RE:	**Public Works Comments**	
	525 W Main St, 21-08-LS (Lot Split)	

The 525 W Main St property, 21-08-LS, lot split request dated 7 January 2022 has been reviewed. The applicant is not requesting to change the CBD (central business district) zone. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received. No construction is anticipated as a result of approving this request.

Public Works can support approval for this lot split.

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

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

MEMO

Date: February 1, 2022
From: Morgan Treasure, Economic Development Director
To: Kuna City Council
RE: Budget Contingency Request

City Council Members,

An urban renewal district in East Kuna is key to making the industrial area work for additional users. While the feasibility study was accounted for, there was no budget for an urban renewal plan accounted for in the FY 2022 City budget. In order to stay on the timeline proposed by our team, I respectfully request up to $64,300 for planning consultant services.

The attached Scope of Work documents outline expenses for:

JUB : $49,800
Metts Group: $14,500

Thank you for your consideration,

Morgan Treasure

Morgan Treasure
Economic Development Director
mtreasure@kunaid.gov

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

City of Kuna
East District Urban Renewal Plan
January 2022
Exhibit A – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and the CITY OF KUNA (CITY) to which this exhibit and any other exhibits have been attached.

Project Understanding

The City of Kuna Urban Renewal Agency (URA) is in the process of creating a second Urban Renewal District, the Kuna East Urban Renewal District (URD), to support industrial development in east Kuna.

PART 1 - SCOPE OF SERVICES

A. Basic Services - J-U-B's Basic Services under this Agreement are limited to the following tasks. CITY reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Task 010 - Planning

1. Prepare for and attend one (1) kick-off meeting.
2. Prepare Preliminary URD Map indicating the District boundary and related plan elements.
3. Assemble development plans and cost estimates from developers.
4. Gather City's Capital Improvement plan (CIP) and plans for major capital projects (i.e. streets, wells, sewage lift stations, etc.) surrounding and within the URD area.
5. Coordinate the preparation of preliminary roadway and concept utility plans and the infrastructure cost estimates for use in the Feasibility Study.
6. Prepare Conceptual Future Land Use Plan Map and data for use in Feasibility Study showing future streets, future building footprints and future building types and submit to Client for review and edit up to two (2) times.
7. Prepare and submit to Client and URA Attorney supporting Plan documents including Plan maps, legal description, concept infrastructure plans, cost estimates and economic feasibility study.
8. Coordinate the revision of boundary maps, legal description, concept infrastructure plans, cost estimates and economic feasibility study.
9. Coordinate with the Client, City Staff, Economist, URA Attorney as required throughout the URD creation process.
10. Prepare for and attend bi-weekly City/URA staff coordination meetings for up to four (4) months on the formation of a new URD, boundaries, phases, etc. The meetings are anticipated to occur via Zoom.
11. Coordinate the preparation of the required Economic Feasibility Study.

Task 020 - Public Involvement

1. Public Hearings - Prepare for and present plan at up to three (3) public hearings/meetings: URA Board, City of Kuna Planning and Zoning Commission and City Council for the creation of the Urban Renewal District.

Task 030 - Survey

1. Research existing records pertaining to the proposed URD boundary and develop a schematic base map with parcels, rights-of-way and section lines for use in describing the URD boundary.
2. Prepare a Legal Description and Exhibit Map indicating boundary of the revenue allocation area and/or urban renewal district and revise one (1) time as needed.
3. Submit the Legal Description and Exhibit Map indicating boundary of the revenue allocation area and/or URD to the Ada County Surveyor and Idaho State Tax Commission and revise one (1) time as needed.

Task 040 - Engineering

1. Analyze development plans and cost estimates provided by developers.
2. Review City's Capital Improvement plan (CIP) and coordinate with City Engineer on major capital projects (i.e. streets, wells, sewage lift stations, etc.) surrounding and within the URD area.
3. Prepare preliminary roadway and concept utility plans for use in preparing planning level infrastructure cost estimates for the Economic Feasibility Study.
4. Prepare planning level infrastructure cost estimates for use in the Feasibility Study and revise up to two (2) times as requested.
5. Prepare Project Priority List for use in URD Plan and Economic Feasibility Study and revise up to two (2) times as requested.

Assumptions:

1. An Economic Feasibility Study will be prepared by The Metts Group as a separate contract.
2. The URD boundary will contain up to 15 parcels and approximately 1,528 acres, with city limits.
3. The Urban Renewal "Plan" will be written and assembled by Agency's Legal Counsel with supporting documents from J-U-B and the Metts Group including boundary maps, legal description, concept infrastructure plans, cost estimates and economic feasibility study.
4. Client to conduct all correspondence and coordination with taxing districts and agencies.
5. Client is responsible for all meeting notifications.

PART 2 - SCHEDULE OF SERVICES

A. The scope of services is anticipated to be complete by December 31, 2022. The identified Basic Services predicated upon timely receipt of CITY-provided information, typical review periods, and active direction during work. CITY acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

PART 3 - BASIS OF FEE

A. CITY shall pay J-U-B for the identified Basic Services as follows:

1. For Lump Sum fees:

    a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.

Fees:

Task Number	Task Name	Fee Type	Amount
010	Planning	Lump Sum	$14,500
020	Public Involvement	Lump Sum	$7,200
030	Survey	Lump Sum	$8,600
040	Engineering	Lump Sum	$19,500
			Total: $49,800

B. Period of Service: If the period of service for the task identified above is extended beyond 18 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.

January 26, 2022

SCOPE OF WORK
Economic Feasibility Study
Kuna East Urban Renewal District

THE ASSIGNMENT

This scope of work is to clearly define the services to perform an Economic Feasibility Study The Metts Group will provide the Kuna Urban Renewal Agency (URA) for the development of the Kuna East Urban Renewal District as part of the District Plan. The proposed district boundary contains approximately 1,528 acres with land uses that are zoned, or have recently been rezoned, for industrial purposes. The proposed district boundary is comprised of large industrial establishments, open space currently and previously used for agricultural purposes, and a few residences.

The Metts Group will perform an assessment of the *feasibility of tax allocation* for the proposed urban renewal district boundary. The Metts Group will build a tax allocation projection model that identifies the impacts of anticipated development as planned as a result of the URA and City's vision for this district. This task will assess the current assessed values and potential for development of the parcels contained within the proposed district boundary area. It is important that the urban renewal district is economically feasible and will facilitate the vision of the City and, ultimately, the Urban Renewal District Plan. This feasibility study will provide realistic and a highly documented assessment with potential determinations. The findings from this study will serve as a key determinant whether the boundaries of the proposed urban renewal district will generate enough tax allocation and revenue for positive economic expansion and job growth.

SCOPE OF WORK

Our proposed scope of work will include the following work elements:

1. **Meet** with the Kuna URA and JUB team, via Zoom, to review all pertinent project background data which bear on the proposed project.

2. **Review** carefully existing background materials and data available on the proposed project, including parcels information contained within the proposed boundaries and current and future land uses provided by the City of Kuna or Kuna URA staff.

3. **Tour** the proposed district boundary with JUB team member(s) to understand the potential buildout and vision for the proposed Kuna East Urban Renewal District.

4. **Compile** current assessed values by parcel to include in model and associated levy rates provided by Ada County Assessor or relevant source.
5. **Project** baseline economic projections based on buildout assumptions and infrastructure needs provided by JUB, current trends and rates of growth from levy rates for proposed boundaries.

6. **Analyze** two (2) different growth scenarios (based on proposed development) based on current baseline projections—50% buildout and full buildout scenarios.
7. **Summarize** the potential tax increment financing revenue generated provided by each scenario for the proposed boundary.
8. **Prepare** a fully documented report which clearly communicates our findings and the projected tax increment revenue potentially generated for the proposed boundaries. A draft report will be submitted to the project team and URA for additional edits and comments. Once approved, a final report will be submitted in pdf format to project team and URA.
9. **Attend** scheduled remote meetings that pertain to the discussion of this feasibility report (includes internal team meetings, URA meetings, and attending city council meetings).

At any point, if the client wants further analysis, this contract may be amended to satisfy such requests.

TIME AND COST

The Metts Group will perform the items as set forth in the above work scope for an amount of **$14,500**, not to exceed without client authorization. Our fees are based entirely on professional time devoted to the assignment and includes travel.

In the event there are significant changes to the project beyond the control of The Metts Group that may cause *additional* work scope and fees, The Metts Group will notify JUB and the Kuna URA to negotiate a written contract amendment prior to proceeding with the additional scope.

We look forward to working closely with the Kuna Urban Renewal Agency and the JUB team on this most important strategic assignment.

Kindest regards,



Alivia Metts

TheMettsGroup

3616 Highland Drive
Coeur d'Alene, ID 83814
(208) 277-6940
Email: ametts@themettsgroup.com
EIN: 47-3775481

ACCEPTED:

BY_____

TITLE_____

DATE_____

RESOLUTION NO. R05- 2022
CITY OF KUNA, IDAHO

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

WHEREAS, the City Council (the "City Council") of the city of Kuna (the "City") found that deteriorating areas exit in the City, therefore, for the purposes of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), created an urban renewal agency pursuant to the Law, authorizing the Agency to transact business and exercise the powers granted by the law and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act") upon making the findings of necessity required for creating the Urban Renewal Agency of the City of Kuna (the "Agency");

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Kuna West Urban Renewal Project (the "Kuna West Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2020-32 on November 17, 2020, approving the Kuna West Plan and making certain findings, including establishing the Kuna West District revenue allocation area (the "Project Area");

WHEREAS, it has become apparent that additional property within the City may be deteriorating and/or deteriorated and should be examined as to whether such an area is eligible for urban renewal planning purposes;

WHEREAS, in the fall of 2021, the City engaged the services of J-U-B ENGINEERS, Inc. (J-U-B) to commence an eligibility study and preparation of an eligibility report of an area 1,528 acres in size, and which generally includes the parcels located along Cole Road, between Curtis Road and S. Five Mile Road and extending just north of Kuna Mora Road and south of Barker Road to the Union Pacific Railroad. The eligibility study area is commonly referred to as the Kuna East District Study Area (the "Kuna East Study Area"). All parcels in the Kuna East Study Area are located within the City of Kuna city limits;

WHEREAS, the Agency obtained the Kuna Urban Renewal District Eligibility Study for the Kuna East District, dated December 2021 (the "Report"), a copy of which is attached hereto as **Exhibit A**, which examined the Kuna East Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, the Agency, on January 5, 2022, adopted Resolution No. URA 03-2021 (a copy of which is attached hereto as **Exhibit B** without the attached exhibits thereto) accepting the Report and authorizing the Chair of the Agency to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Kuna East Study Area, which plan may include a revenue allocation provision as allowed by the Act;

WHEREAS, pursuant to Idaho Code Sections 50-2018(9) and 50-2903(8), which define "deteriorating area" and "deteriorated area," many of the qualifying conditions necessary to be present in such an area are found in the Kuna East Study Area, including:

a. substantial number of deteriorated or deteriorating structures;
b. predominance of defective or inadequate street layout;
c. faulty lot layout in relation to size, adequacy, accessibility, or usefulness/obsolete platting;
d. insanitary or unsafe conditions;
e. deterioration of site or other improvements; and
f. the existence of conditions which endanger life or property by fire and other causes;

WHEREAS, the Kuna East Study District includes a substantial amount of open land;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. *See* Idaho Code § 50-2903(8)(c);

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list additional conditions applicable to open land areas, including open land areas to be acquired by the Agency;

WHEREAS, the Report addresses the necessary findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Kuna East Study Area includes parcels subject to such consent. While the

necessary consents have not been obtained, any and all consents shall be obtained prior to City Council consideration of any urban renewal plan;

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Kuna East Study Area along with the base assessment roll value for the existing Project Area do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, it is desirable and in the best interest that the Agency prepare an urban renewal plan for the area identified as the Kuna East Study Area in the Report located in the city of Kuna, County of Ada, state of Idaho.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council as follows:

Section 1. The City Council finds and declares:

1.1 That the Kuna East Study Area described in the Report, attached hereto as "**EXHIBIT A**," is a deteriorated area or a deteriorating area existing in the City as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, and qualifies as an urban renewal project and justification exists for designating the area as appropriate for an urban renewal project.

1.2 That there is a need for the Agency, an urban renewal agency, to function in accordance with the provisions of said Chapters 20 and 29, Title 50, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan.

1.3 That the area identified as the Kuna East Study Area in the Report is determined to be a deteriorating area or a deteriorated area, or a combination thereof, and such area is designated as appropriate for an urban renewal project.

1.4 That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

1.5 That the Agency will need to receive the required agricultural operation consents from the real property owners prior to formally submitting the proposed urban renewal plan the City council for its consideration.

Section 2.

That the City Council hereby directs the Agency to commence preparation of an urban renewal plan for the Kuna East Study Area described in the Report for consideration by the Agency Board and, if acceptable, final consideration by the City Council in compliance with Chapters 20 and 29, Title 50, Idaho Code, as amended.

Section 3.

That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED BY THE CITY COUNCIL of Kuna Idaho this 1st day of February, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of February, 2022.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

Kuna Urban Renewal District Eligibility Study for the Kuna East District

EXHIBIT B

Resolution No. URA 03-2021 Accepting the Kuna Urban Renewal District Eligibility Study for the Kuna East District
(Attachments to the Resolution are Not Included)

4827-2531-4524, v. 3

RESOLUTION NO. URA 03-2021

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE KUNA EAST DISTRICT AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; TO MAKE ANY TECHNICAL CHANGES TO THE REPORT; AUTHORIZING AND DIRECTING THE CHAIR OR AGENCY ADMINISTRATOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF KUNA REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Kuna, Idaho, also known as the Kuna Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Kuna, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council ("City Council") of the city of Kuna, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Kuna West Urban Renewal Project (the "Kuna West Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2020-32 on November 17, 2020, approving the Kuna West Plan and making certain findings, including establishing the Kuna West District revenue allocation area (the "Project Area");

WHEREAS, it has become apparent that additional property within the City may be deteriorating and/or deteriorated and should be examined as to whether such an area is eligible for urban renewal planning purposes;

WHEREAS, in the fall of 2021, the City engaged the services of J-U-B ENGINEERS, Inc. (J-U-B) to commence an eligibility study and preparation of an eligibility report of an area 1,528 acres in size, and which generally includes the parcels located along Cole Road, between Curtis Road

and S. Five Mile Road and extending just north of Kuna Mora Road and south of Barker Road to the Union Pacific Railroad. The eligibility study area is commonly referred to as the Kuna East District Study Area (the "Kuna East Study Area"). All parcels in the Kuna East Study Area are located within the City of Kuna city Limits;

WHEREAS, the Agency has obtained the Kuna Urban Renewal District Eligibility Study for the Kuna East District, dated December 2021 (the "Report"), a copy of which is attached hereto as **Exhibit A**, which examined the Kuna East Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(9) and 50-2903(8), which lists the definition of deteriorating area and deteriorated area, many of the conditions necessary to be present in such an area are found in the Kuna East Study Area, including:

a. substantial number of deteriorated or deteriorating structures;
b. predominance of defective or inadequate street layout;
c.faulty lot layout in relation to size, adequacy, accessibility, or usefulness/obsolete platting;
d. insanitary or unsafe conditions;
e. deterioration of site or other improvements; and
f. the existence of conditions which endanger life or property by fire and other causes;

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. *See* Idaho Code § 50-2903(8)(c);

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list additional conditions applicable to open land areas, including open land areas to be acquired by the Agency;

WHEREAS, the Report addresses the necessary findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and

(9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Report includes parcels subject to such consent. While the necessary consents have not been obtained, any and all consents shall be obtained prior to City Council consideration of any urban renewal plan;

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Kuna East Study Area along with the base assessment roll value for the existing Project Area do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the Agency Board finds it in the best public interest to accept the Report.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, AKA THE KUNA URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2. That the Agency Board acknowledges acceptance and receipt of the Report, attached hereto as "**EXHIBIT A**", recognizing technical changes or corrections which may be required before transmittal to the City Council for its consideration.

Section 3. That there are one or more areas within the City that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8).

Section 4. That one such area is 1,528 acres in size and is commonly referred to as the Kuna East District. The area studied generally includes parcels located along Cole Road, between Curtis Road and S. Five Mile Road and extending just north of Kuna Mora Road and south of Barker Road to the Union Pacific Railroad.

Section 5. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 6. That the Chair of the Agency Board of Commissioners or the Administrator, are hereby authorized to transmit the Report to the City Council requesting that the City Council:

a. Determine whether the Kuna East Study Area identified in the Report qualifies as an urban renewal project and there is justification for designating the area, as appropriate, for an urban renewal project;

b. If such designation is made, whether the Agency should proceed with the preparation of an urban renewal plan for the area, which plan may include a revenue allocation provision as allowed by law; and

c. Coordinate with the Agency to obtain the required agricultural consent from the property owners.

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Kuna, Idaho, also known as the Kuna Urban Renewal Agency, on January 5, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on January ___, 2022.

APPROVED:

Greg McPherson
Chair of the Board

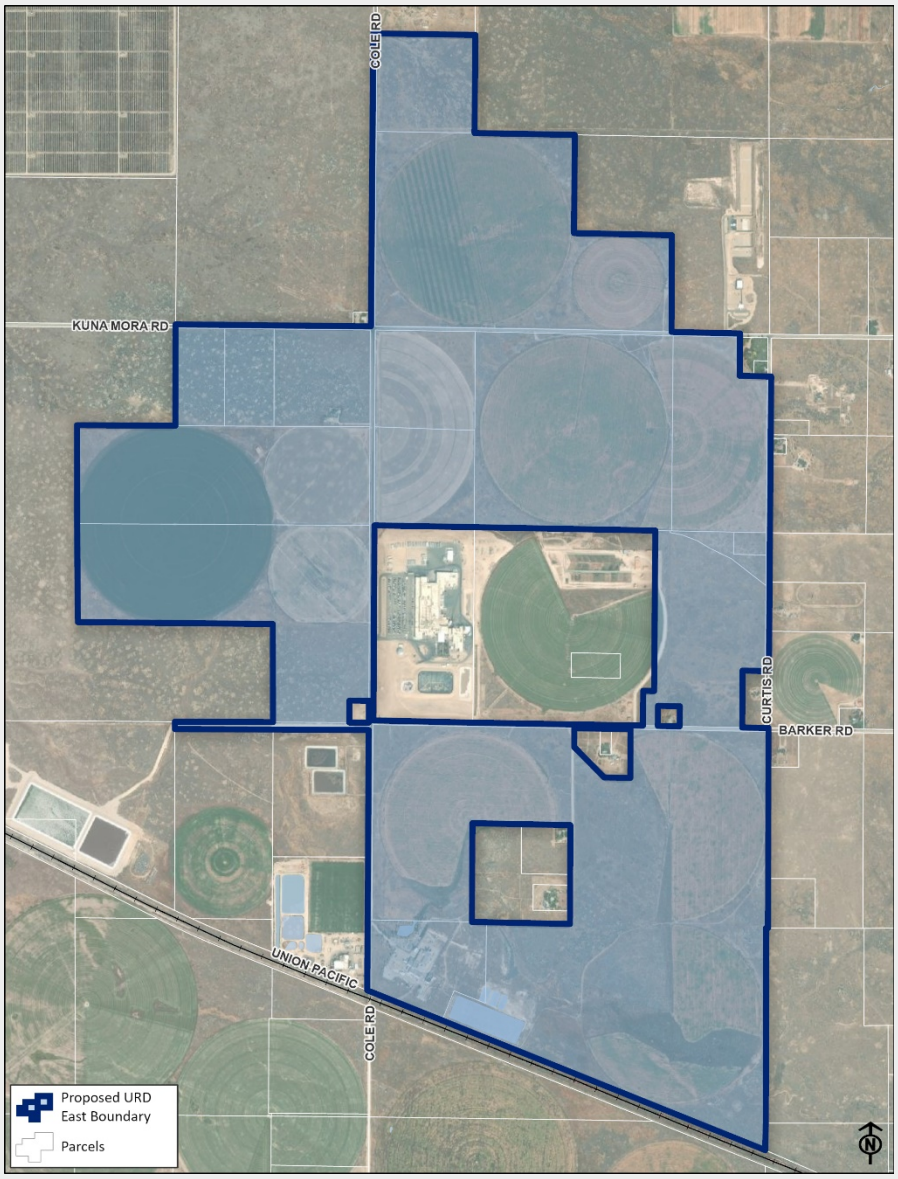
ATTEST:

Secretary

4827-2531-4524, v. 3

Kuna Urban Renewal District Eligibility Study

KUNA EAST DISTRICT



This document was prepared for the City of Kuna by J-U-B Engineers, Inc.

DECEMBER 2021

J-U-B ENGINEERS, INC.

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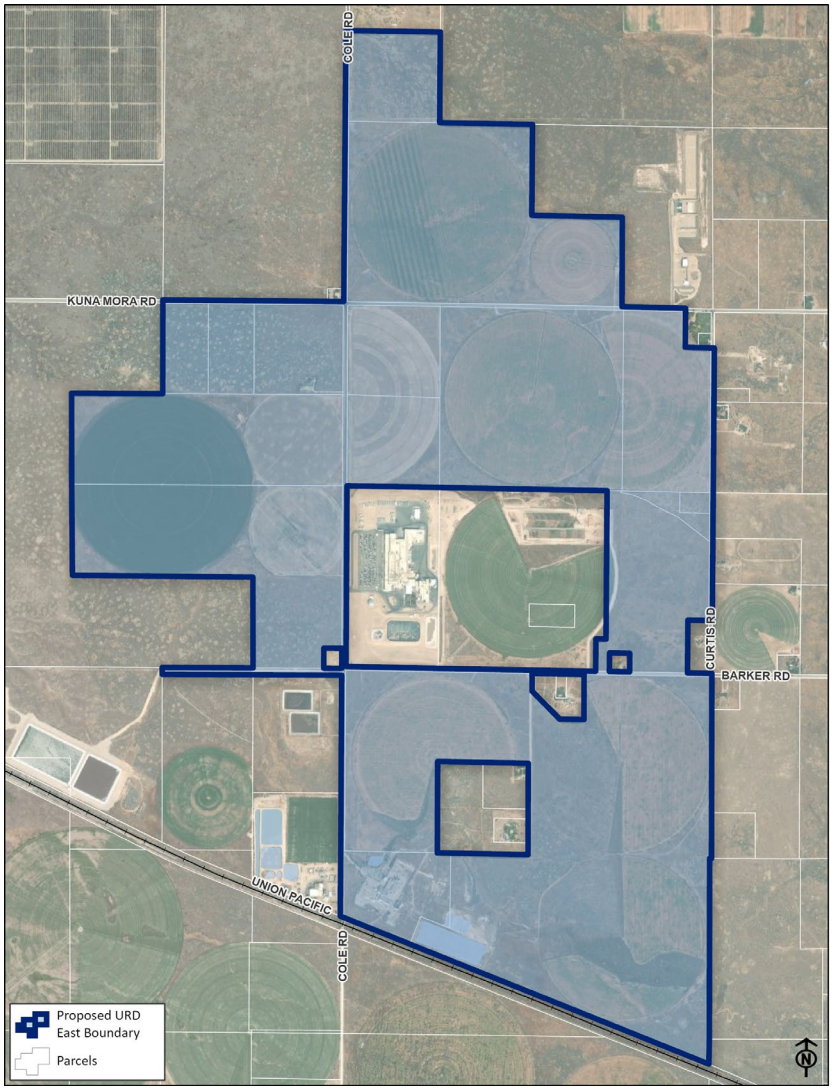
Executive Summary

This Kuna Urban Renewal District Eligibility Study for the proposed Kuna East District (the "Report") provides the technical support for a policy decision by the City of Kuna Urban Renewal Agency, Mayor and City Council to create a new urban renewal district located northeast of the downtown core of the City of Kuna (the "City"). Properties within the urban renewal Study Area (the "Study Area") represent predominantly undeveloped, open land in an area transitioning from agricultural uses to commercial and industrial uses. This Report provides the basis to declare the Study Area as a deteriorating area, as set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b).

Location

The Study Area is generally located along Cole Road, between Curtis Road and S Five Mile Road. The Study area extends just north of Kuna Mora Road and south of Barker Road to the Union Pacific Railroad as seen in **Figure 1**. All parcels are located within the City of Kuna city limits.

Figure 1 - Proposed Kuna East District



Characteristics

The Study Area contains approximately 1,528 acres with land uses that are zoned, or have recently been rezoned, for industrial purposes. The Study Area is comprised of large industrial establishments, open space currently and previously used for agricultural purposes, and a few residences. The Study Area contains some agricultural properties that are vacant and have previously been farmed (within the last three years) that may have the potential to be developed, with block sizes and lots/parcels and blocks exceeding 75,000 square feet in size. These agricultural properties will require owner consent forms pursuant to Idaho Code Section 50-2018(9) and 50-2903(8)(f). Both the industrial corridors extending south along Cole Road exhibit some deteriorating building facades and aging public infrastructure. Furthermore, the vast majority of the Study Area lacks curb, gutter, sidewalks, stormwater facilities and lighting.

Conclusion

The Study Area is found to be eligible under the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code as it conforms to the definition of a "deteriorating area" specifically outlined in the Present Conditions section of this report. **Figure 2** illustrates the types of existing conditions that that qualify the Study Area for an urban renewal plan/project as set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b).

Figure 2 – Intersection of Kuna Mora Road and Cole Road



Figure 2 displays the deterioration of the pavement which qualified under eligibility criteria 5, deterioration of site or other improvements (as discussed in more detail below).

City of Kuna Urban Renewal Agency

The proposed urban renewal district will be the second urban renewal district established within the City of Kuna. The first urban renewal district within the City, Kuna West District was adopted by the City Council pursuant to Ordinance No. 2020-32 on November 17, 2020.

In the winter of 2021, the City engaged the services of J-U-B ENGINEERS, Inc. (J-U-B) to analyze the Study Area for a proposed Kuna East District and prepare an eligibility report to determine if it meets the criteria for consideration as an urban renewal district.

STEPS TO CREATE AN URBAN RENEWAL DISTRICT

1. Develop Eligibility Study to determine if an area meets the eligibility requirements set forth in the definitions of a deteriorated area and/or a deteriorating area in the Law and Act.

2. Approval of a resolution by the City Council to authorize the Agency to prepare an urban renewal plan for the area.

3. Prepare an urban renewal plan and recommend its approval to the City Council.

4. Refer the urban renewal plan to the Planning and Zoning Commission and schedule a public hearing before the City Council to review the plan.

5. Adoption of an ordinance by City Council after conducting public hearing approving the urban renewal plan.

Purpose of Report

This Report serves as "Step 1" in creating an urban renewal district. Following adoption of the findings in this Report by resolution of the City Council, an urban renewal plan will need to be prepared pursuant to Idaho Code Section 50-2905 and 50-2008, in part, to identify specific projects and improvements to be made within the proposed district.

This Report focuses on a Study Area of approximately 1,528 acres of large industrial establishments, open space previously used for agricultural purposes, and sparse residences. The Study Area examined in this report is generally described as extending along Cole Road, between the Union Pacific Railroad and just north of Kuna Mora Road. (Refer to **Figure 1**).

The purpose of this report is to determine if the Study Area meets the criteria outlined in Idaho statutes, Idaho Code Sections 50-2018(9) and 50-2903(8)(b), defining a "deteriorating area." (**Appendix A** presents Idaho Urban Renewal Statutes).

Background

The City's population has grown 33 percent from 2010 to 2018 according to U.S. Census data (*American Community Survey*). Although there have been commercial and industrial building permits issued within the City in recent years, the number of permits for dwelling units quadrupled in two years, climbing from 365 in 2014 to 1,854 in 2016. This increase in residential building permits has remained constant since the 2016 boom. To balance this residential growth, the City Council is investing in the possible creation of a proposed urban renewal district to increase employment opportunities, foster

public/private partnerships, and to increase the tax base within a major portion of the City's industrially zoned land.

Present Conditions in the Study Area

Methodology

Conditions were evaluated in the Study Area through site visits conducted by City staff and J-U-B analysts, contacts with various City officials, and a review of public infrastructure inventory maps and assessor property information.

Deteriorating Area Characteristics

Under Idaho law, an area must meet the definition of a deteriorated area or a deteriorating area in order to be eligible for inclusion in an urban renewal area. For the purpose of this report, the analysis was focused on whether the proposed area meets the requirements of I.C. 50-2018(9) and 50-2903(8)(b) for a deteriorating area, which is attached as **Appendix A**. In order to qualify as a deteriorating area, the proposed district must meet at least one of the nine conditions listed. The industrial property shown in **Figure 3** is one of a substantial number of deteriorating structures within the study area that qualifies for eligibility Criteria 1, *presence of a substantial number of deteriorated or deteriorating structures*.

Figure 3 – Present Conditions



The nine (9) eligibility criteria include:

1. **The presence of a substantial number of deteriorated or deteriorating structures.**

   Deteriorated or deteriorating structures are those that are so run down that they would qualify to be demolished, allowing the land to be repurposed for other uses. Newer structures and those that have been substantially rehabilitated within the last five to ten years are not considered deteriorating. This criterion was evaluated in January 2021 by completing a windshield survey, an informal survey comprised of driving around the community, recording observations of the Study Area and noting the absence or presence of the following conditions:

   - Broken or missing brick
   - Chimney damage
   - Fascia damage
   - Holes in siding
   - Damaged or missing shingles
   - Cracked or damaged windows

   While most of the area is open space and agricultural property, there were a couple deteriorating structures present within the Study Area. A total of 15 parcels were included in the windshield survey. Of those, five structures were present within the Study Area and two structures showed some sign of deterioration, meeting at least one or more deterioration factors. Based on field evidence, deteriorating structures are found to be meaningfully present, and reasonably distributed, throughout the Study Area. Two deteriorated structures were identified in the area, as shown on **Figure 4**. **This criterion is met**.

2. **Predominance of defective or inadequate street layout.**

   This criteria involves the overall condition of the existing street layout, the appropriateness of the layout, and overall connectivity of streets within the Study Area. The proposed district includes Kuna Mora Road, a major truck route from I-84 into the City of Kuna. The Union Pacific Railroad also bisects the southern border of the proposed district. North-south vehicle access through the Study Area is strictly limited to Cole Road.

   The Study Area is not currently suitable for bicycle and pedestrian activity as most of the area lacks sidewalk or paved roadway shoulders entirely. Sparse sidewalk exists in front of the CS Beef Packing Plant. Additionally, some large lots (5 acres and greater) remain along this corridor and so internal or secondary street systems do not exist. The current street network is inadequate to support future contemplated development. See **Figure 5** where inadequate street infrastructure is depicted with purple lines. **This criterion is met**.

3. **Faulty lot layout in relation to size, adequacy, accessibility, or usefulness; obsolete platting.**

   Faulty lot layout was analyzed by determining areas with approximately 80 acres or 3,484,800 square feet as the threshold for large lots and blocks. This threshold

was established based on 2,000-foot x 1,400-foot blocks. Oversized lots and blocks are located throughout the Study Area. These large lots and blocks also present issues with accessibility for varying development and usefulness. Converting an existing larger lot to smaller commercial/industrial lots would require the development of additional street infrastructure to accommodate site circulation. While there is a wide range of lot sizes within the Study Area, the median lot size within the Study Area is 40 acres. The large lots are displayed in **Figure 6**. **This criterion is met**.

4. **Insanitary or unsafe conditions.**

   Typical insanitary conditions include excessive amounts of junk, trash, and weeds in violation of the City's Health and Safety code. Unsafe conditions are those where crime is an issue and/or where people generally feel unsafe due to lack of illumination, sidewalks, activity, etc. Most of these conditions are found along larger open space lots and/or vacant buildings. Additionally, water systems improvements will need to be expanded to provide adequate fire protection to support development of the uses set forth in the Comprehensive Plan. **This criterion is met**.

5. **Deterioration of site or other improvements.**

   Site improvements include illumination, pavement, sidewalks, parking, fencing, or landscaping. Much of the existing street infrastructure within the Study Area is considered deteriorating as signs of rutting and cracking are exhibited along the roadways, except in limited areas where new development has just been completed. Many of the older developed properties have deteriorating site improvements such as fragmented and/or decaying fencing.

   Most deteriorating site improvements are located within the existing right-of-way with a lack of illumination, storm drainage systems, curbs, gutters. Sidewalks are lacking on most streets within the Study Area, other than on the east side of Cole Road in front of the CS Beef Packing Plant, where the frontage of the business contains sidewalk. As a whole, sidewalk connectivity throughout the Study Area was lacking as identified on **Figure 7**. **This criterion is met**.

6. **Diversity of ownership.**

   As the Study Area consists primarily of large, oversized lots with few individual owners, there is limited diversity of ownership throughout the area. **This criterion is not met**.

7. **Tax and special assessment delinquency exceeding the fair value of the land.**

   There are currently no reliable resources to review these conditions. These conditions are unknown.

8. **Defective and unusual conditions of title.**

   There are currently no reliable resources to review these conditions. These conditions are unknown.

9. **The existence of conditions which endanger life or property by fire and other causes.**

   Flood hazards and inadequate fire protection facilities to accommodate development are contributing factors of this criteria. While flooding is not a concern in the Study Area, there is a concern regarding availability of infrastructure to provide adequate fire protection. The parcels located in the Study Area are comprised of large lots and blocks with limited water mains and hydrants. Additional water mains and fire hydrants would be necessary to serve new development. The lack of adequate infrastructure within the Study Area significantly inhibits the development envisioned by the City's Comprehensive Plan. **This criterion is met.**

Summary

The Study Area meets the criteria for declaring the area deteriorating based on deteriorated structures, deterioration of the site, defective street layout, faulty lot layout, unsafe conditions, and inadequate fire facilities.

FIGURE 4 - DETERIORATING CONDITIONS

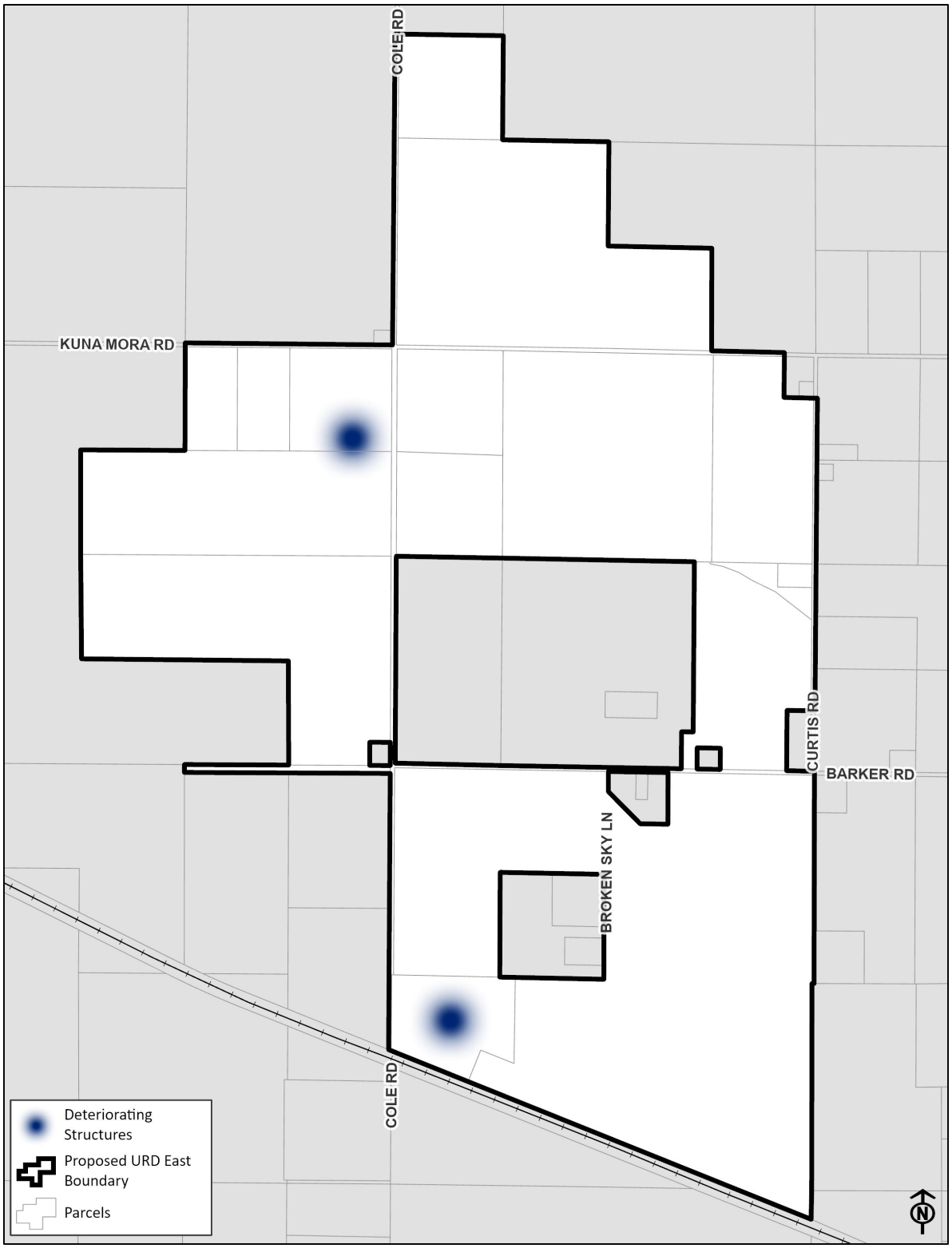


FIGURE 5 – INSUFFICIENT INFRASTRUCTURE

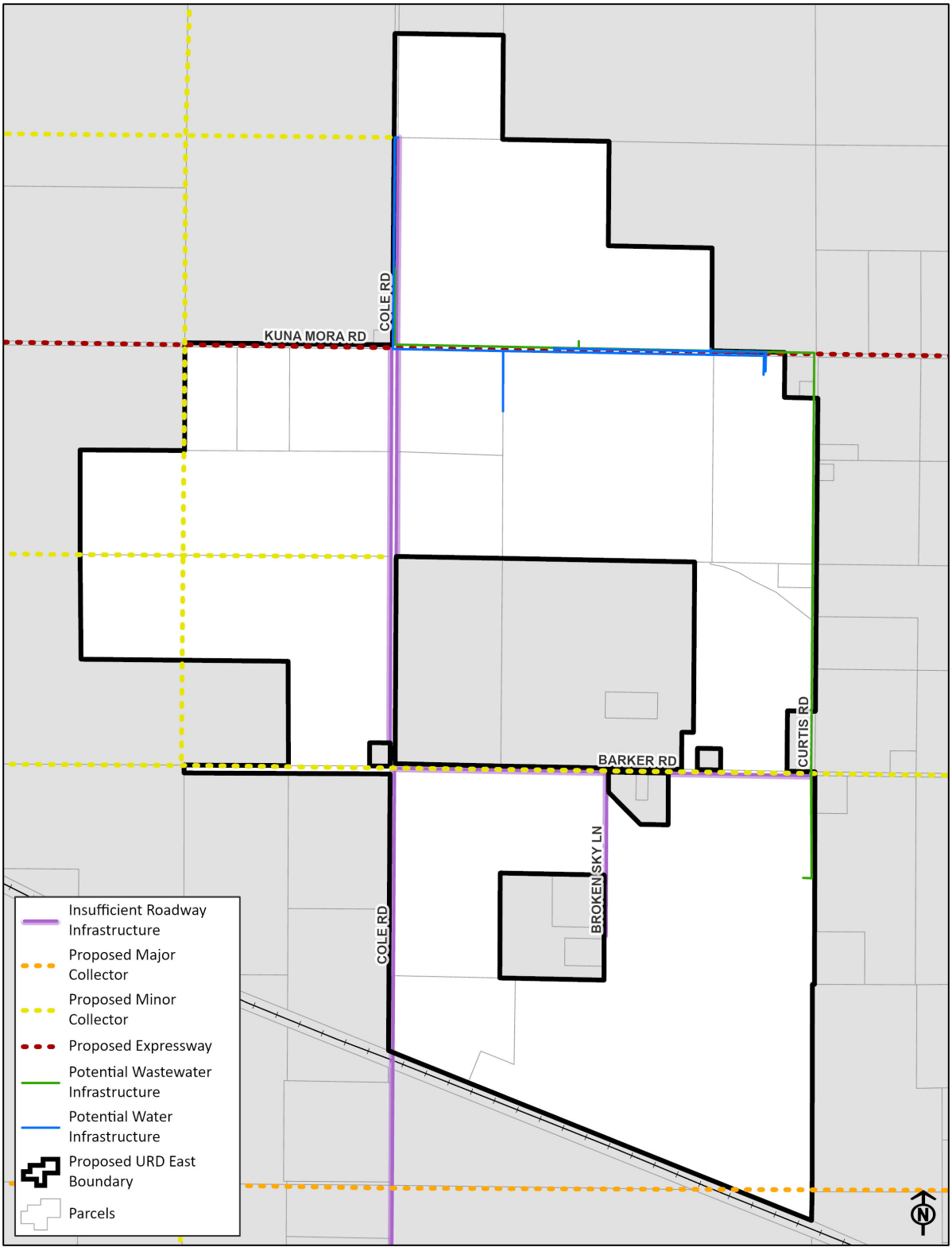


FIGURE 6 - LOT SIZE

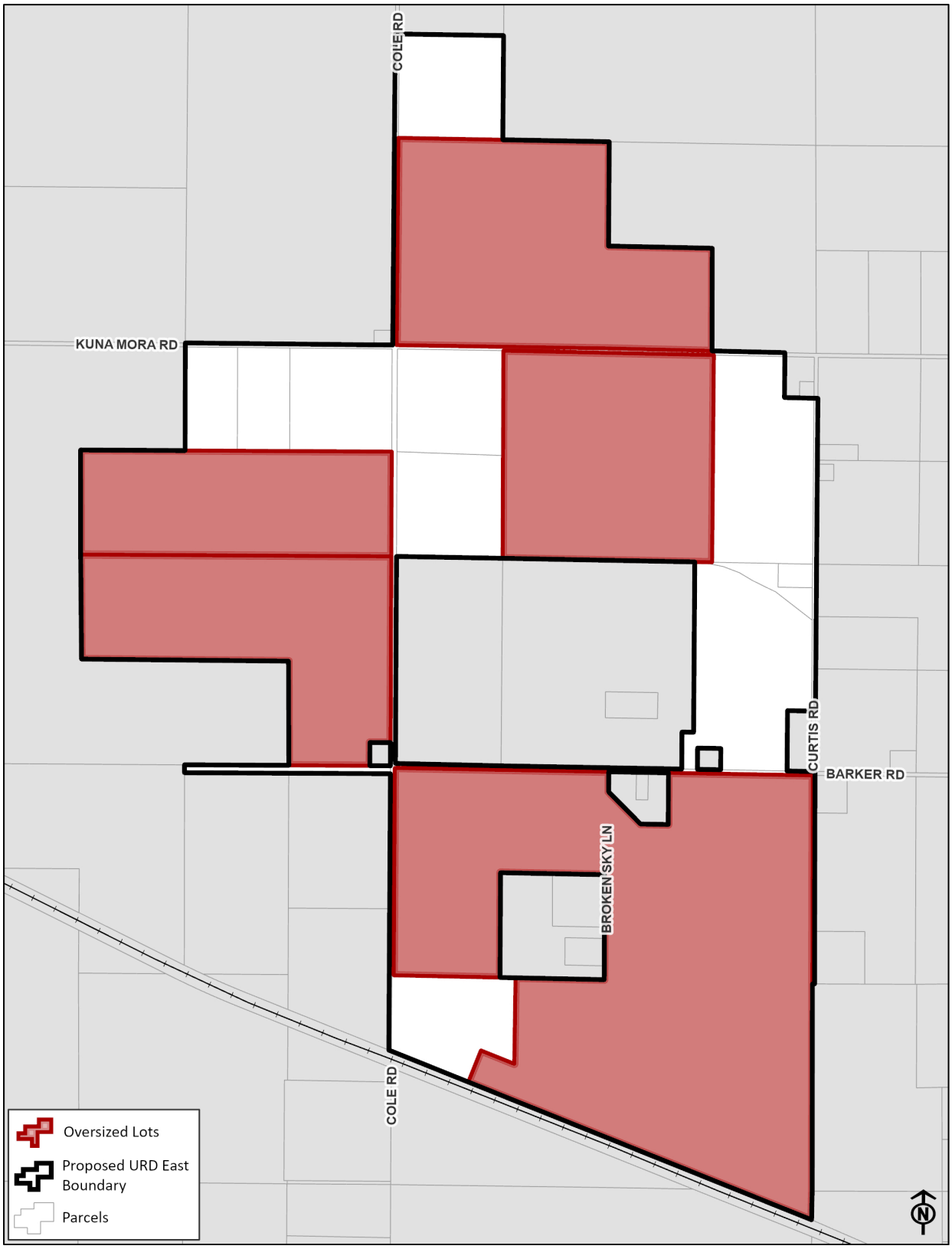
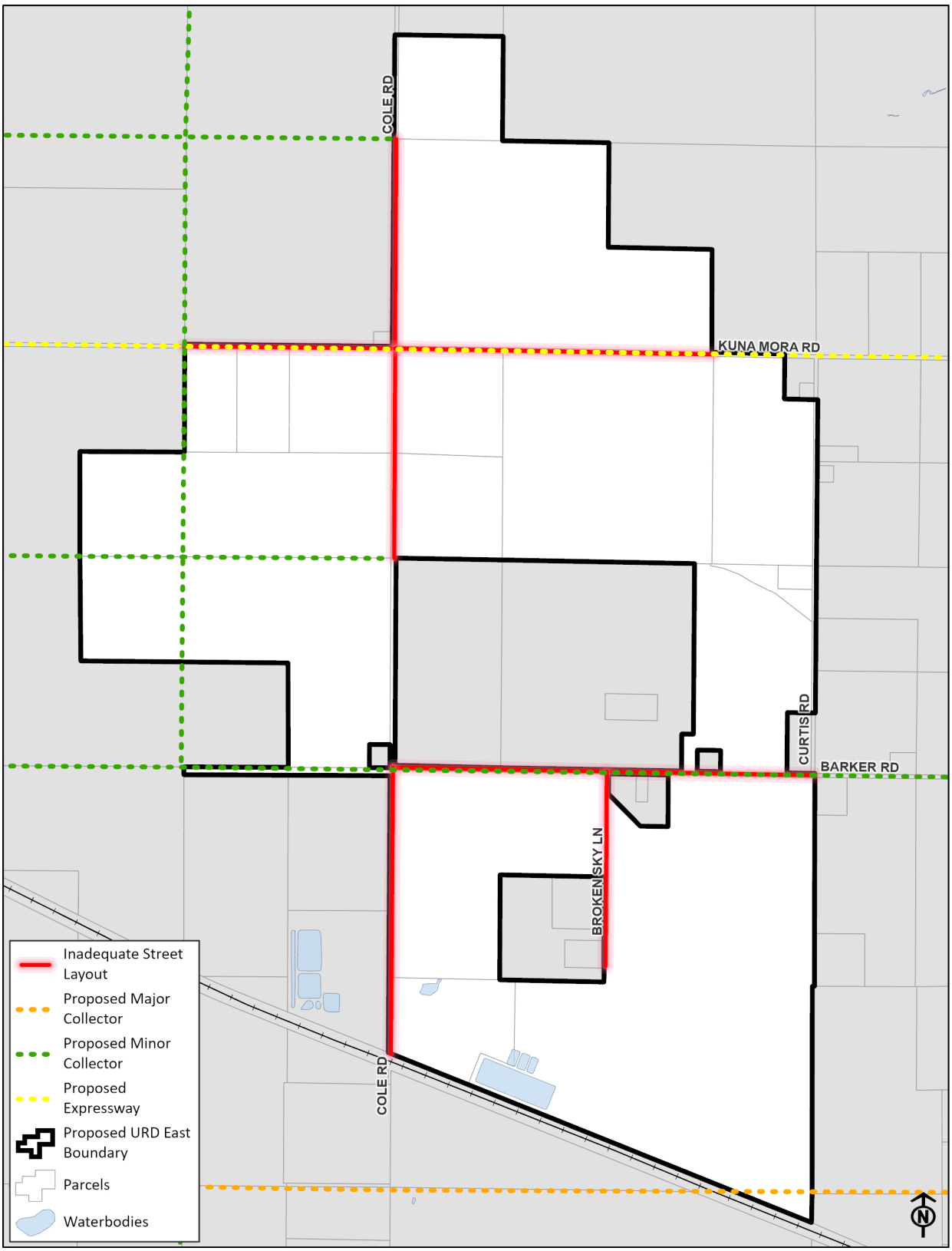


FIGURE 7 – INADEQUATE STREET LAYOUT



Open Land Requirements for Urban Renewal Districts

The eligibility of areas which are predominantly open land, i.e., used for agriculture or forestry, are governed by Idaho Code Section 50-2903(8)(c). This statute addresses the factors for finding agricultural or open lands deteriorated:

> *"Any area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code shall apply to open areas."*

The Study Area is predominantly open land as there are 1,488 acres of open space present within the Study Area. Approximately 96% of the property within the Study Area is open land because the Study Area is comprised of 1,528 total acres. As shown on **Figure 9**, *Agricultural Lands Map*, the Study Area does contain open land and farmed agricultural lands; therefore, owner consent forms pursuant to Idaho Code Section 50-2018(9) and 50-2903(8)(f) will be necessary for any properties to be included in the Urban Renewal District that have either been used for agricultural purposes or stored livestock within the last three years. Many of the eligibility criteria set forth in Idaho Code Section 50-2903(8)(c) for predominantly open land areas mirror or are the same as those criteria set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b). "Diversity of ownership" is the same, while "obsolete platting" appears to be equivalent to "faulty lot layout in relation to size, adequacy, accessibility, or usefulness." "Deterioration of structures or improvements" is the same or similar to "a substantial number of deteriorated or deteriorating structures" and "deterioration of site or other improvements." There is also an additional qualification that the provisions of Idaho Code Section 50-2008(d) shall apply to open areas. Idaho Code Section 50-2008(d)(4) primarily addresses the urban renewal plan approval process and sets forth certain conditions and findings for agency acquisition of open land. In sum, there is one set of findings if the area of open land is to be acquired and developed for residential uses and a separate set of findings if the land is to be acquired and developed for nonresidential uses.

The conclusion of this discussion concerning open land areas is that an area qualifies if any of the eligibility conditions set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b) apply. Alternatively, the area under consideration qualifies if any of the conditions listed only in Idaho Code Section 50-2008(d)(4)(2) apply. The parcel size, the lack of water and sewer facilities; a nonexistent access and internal street system; an inadequate storm drain system; and lack of fire protection, are all conditions which delay development of the Study Area.

Based on the above analysis, obsolete platting/faulty lot layout and economic underdevelopment are conditions found in the Study Area, and therefore, the open land condition is satisfied. The open lands contain obsolete platting which have resulted in economic underdevelopment of the area due to the high cost of installing public infrastructure for large parcels to foster development opportunities consistent with the

Kuna Comprehensive Plan. Furthermore, the large parcel size is conducive primarily to industrial/large commercial development causing the required public infrastructure improvements to be more costly, creating a significant impediment to development.

FIGURE 8 – ZONING MAP

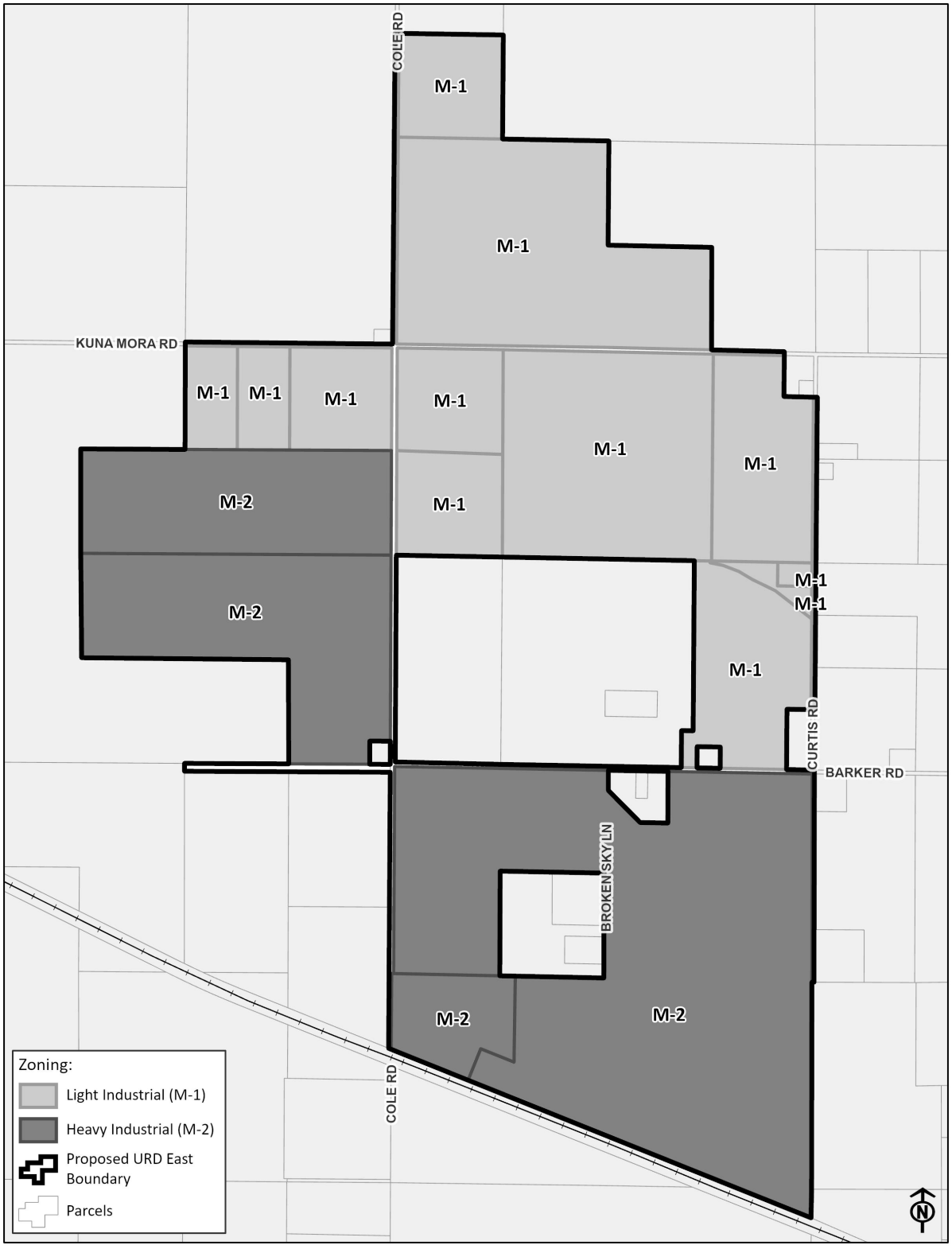
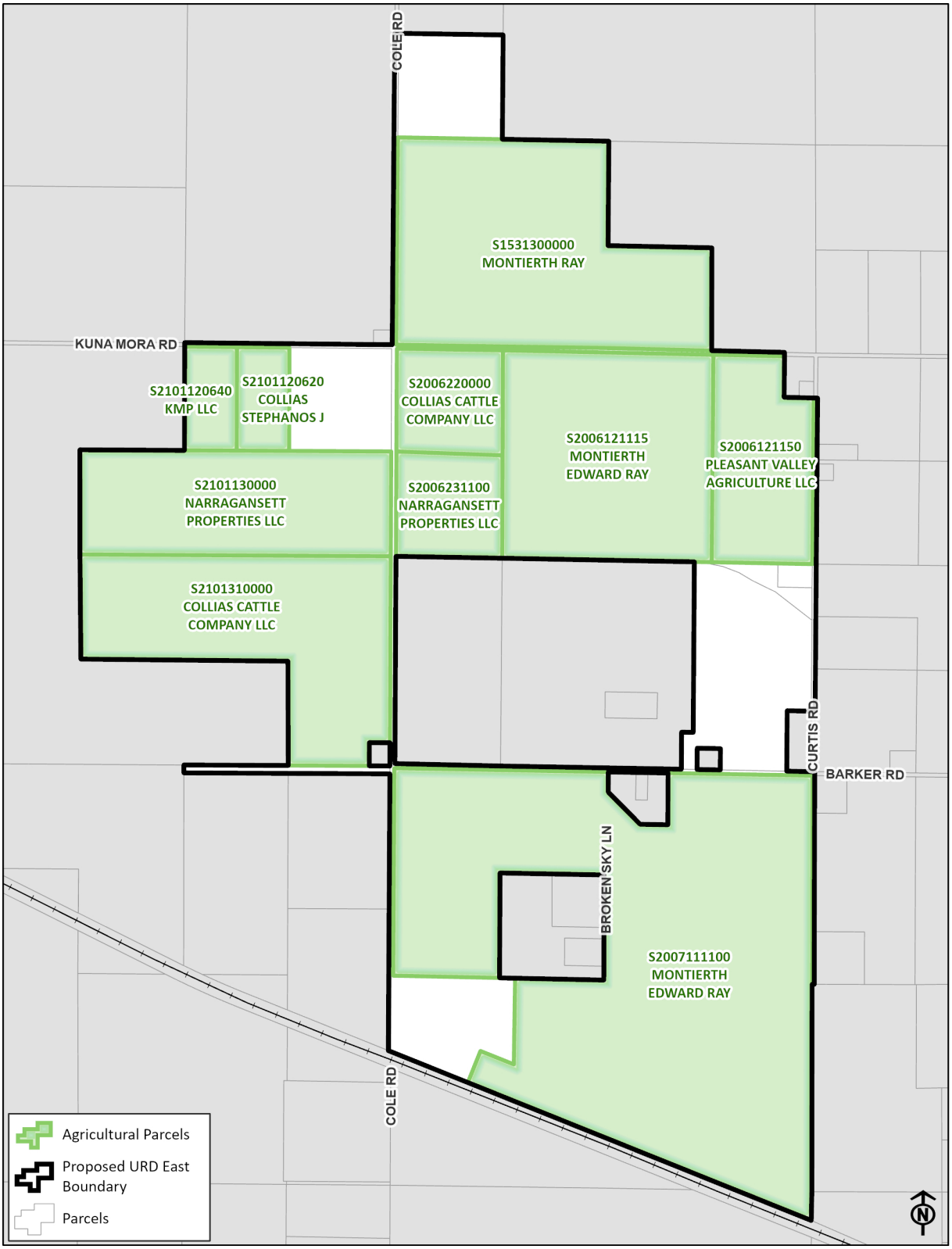


FIGURE 9 – AGRICULTURAL LANDS



Ten Percent Limitation on Assessed Valuation within the Revenue Allocation Area (RAA)

Under Idaho Code Section 50-2903(15), the base assessment roll is not to exceed, at any time ten percent of the current assessed valuation of all taxable property within the municipality.

> *"Revenue allocation area" means that portion of an urban renewal area .... where the equalized assessed valuation (as shown by the taxable property assessment rolls) of which the local governing body has determined, on and as a part of the urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project ... The base assessment roll or rolls of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality.*

The 2021 City of Kuna taxable value is $2,307,788,607[1] while the taxable value of the Study Area is $1,662,900, which equates to approximately 0.070% of the current valuation of all taxable property within the City. The valuation includes homeowners' exemptions and exemptions for agricultural properties as shown in **Figure 9**. The properties included in the Study Area also include operating property. The value of properties within the Study Area that are currently claiming an agricultural exemption is $936,900. The change in the ten percent valuation would be minor if and when the agricultural exemptions rolled off. The Kuna West Urban Renewal District was adopted in November 2020 and equates for approximately 8.18% of the current assessed valuation of all taxable property within the City. The combined valuation for both the Kuna West Urban Renewal District and the proposed Kuna East District accounts for 8.25%. While property values are expected to increase in 2022, they are not expected to increase to an extent that it will exceed the 10% limitation.

Appropriateness of the Area for an Urban Renewal Project

The present conditions in the Study Area have resulted in the economic underdevelopment of the area or has substantially impaired or arrested the sound growth of the municipality and constituted an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use because of the deteriorating structures/ deterioration of site, inadequate street layout, obsolete platting/faulty lot layout, unsafe conditions and the existence of conditions which endanger life or property due to inadequate fire facilities. This report provides evidence that the Study Area is a deteriorating area

[1] Taxable values were collected from the Ada County Assessor's office on November 4, 2021.

because of the presence of various conditions related to lot size, lack of public infrastructure, hazards, and public safety. New development will be discouraged from occurring until new supporting infrastructure is planned or installed as there is currently a lack of public infrastructure in place surrounding open space and other developable areas.

The second part of the City Council's determination is the policy decision of whether or not the area is appropriate for an Urban Renewal District. Preparation and approval of an Urban Renewal Plan for the Kuna East District would give the City additional resources to solve the public infrastructure problems in the Study Area and to encourage new development. Increased property taxes generated by new developments within the area could be used to finance a variety of needed public improvements. Furthermore, with formation of an Urban Renewal District, opportunities for meaningful public/private partnerships will be enhanced. Successful joint projects should stimulate other new private development. Finally, some of the new commercial/industrial developments may also generate new jobs in the community that would, in turn, benefit City residents.

Conclusion

As indicated in the **Present Conditions in the Study Area** section, the area meets the eligibility criteria for an urban renewal district. **Table 1 – Eligibility Criteria Findings** summarizes characteristics found in the Study Area. The City of Kuna has experienced several waves of accelerated growth and public infrastructure has struggled to keep up.

While the Study Area includes predominantly agricultural lands and "open areas" as defined by Idaho Code, further evaluation of the Study Area could include outreach to affected property owners and appropriate documentation of their consent for their property to be included in the District. The 2021 taxable value of the Study Area, combined with the base value of the existing Kuna West District, does not exceed ten percent of the current assessed valuation of all taxable property within the municipality; therefore, the Study Area is eligible for an Urban Renewal District.

Table 1 – Eligibility Criteria Findings

Condition No.	Idaho Code Section	Eligibility Criteria	Characteristics Supporting Finding	Criteria Met
1	50-2008(d) 50-2018(9) 50-2903(8)(b), (c)	Substantial number of deteriorating or deteriorated structures	Older deteriorating structures displayed within the District	Yes
2	50-2018(9) 50-2903(8)(b)	Defective street layout or inadequate street layout	No curbs, pedestrian facilities, or illumination. Lack of street and bicycle/pedestrian connectivity	Yes
3	50-2018(9) 50-2903(8)(b) 50-2903(8)(c)	Faulty lot layout or obsolete platting	A majority of the lots and blocks exceed 75,000 square foot in size	Yes
4	50-2018(9) 50-2903(8)(b)	Insanitary or unsafe conditions	Lack of illumination, sidewalks and activity	Yes
5	50-2008(d) 50-2018(9) 50-2903(8)(b), (c)	Deterioration of site	Inadequate street infrastructure, lack of illumination, storm drainage systems, sidewalks, curbs, gutters, and designated street parking	Yes
6	50-2008(d) 50-2018(9) 50-2903(8)(b), (c)	Diversity of ownership	There is not a diversity of ownership in the Study Area	No
7	50-2008(d) 50-2018(9) 50-2903(8)(b)	Tax Delinquency	These conditions are unknown	No
8	50-2008(d) 50-2903(8)(b)	Defective and unusual conditions of title	These conditions are unknown	No
9	50-2018(9) 50-2903(8)(a), (b)	Endanger life or property	Lack of water facilities for increased fire flow needs to accommodate development;	Yes
	50-2903(15)	10% Limit	The taxable value of the Study Area combined with the base value of the existing Kuna West District is below the 10% limit	Yes

Appendices

Appendix A – Idaho Urban Renewal Statutes

Appendix B – Photo Exhibit

Appendix A

Idaho Urban Renewal Statutes

TITLE 50
MUNICIPAL CORPORATIONS

CHAPTER 20
URBAN RENEWAL LAW
Relevant Sections

50-2008. (d) Following such hearing, the local governing body may approve an ur- ban renewal project and the plan therefor if it finds that (1) a feasible method exists for the location of families who will be displaced from the ur- ban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban re- newal plan conforms to the general plan of the municipality as a whole; (3) the urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neigh- borhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the reha- bilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the pro- gram of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and develop- ment of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of govern- mental action, as provided in this act, because of defective or unusual con- ditions of title, diversity of ownership, tax delinquency, improper subdi- visions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

50-2018. DEFINITIONS. The following terms wherever used or referred to in this chapter, shall have the following meanings, unless a different meaning is clearly indicated by the context:

(8) "Deteriorated area" shall mean an area in which there is a predomi- nance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inad- equate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

(9) "Deteriorating area" shall mean an area which by reason of the pres- ence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use; pro- vided, that if such deteriorating area consists of open land the conditions contained in the proviso in section 50-2008(d), Idaho Code, shall apply; and provided further, that any disaster area referred to in section 50-2008(g), Idaho Code, shall constitute a deteriorating area. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

50-2903. DEFINITIONS. The following terms used in this chapter shall have the following meanings, unless the context otherwise requires:
(8) "Deteriorated area" means:
(a) Any area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.
(b) Any area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, results in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.
(c) Any area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas.
(d) Any area which the local governing body certifies is in need of redevelopment or rehabilitation as a result of a flood, storm, earthquake, or other natural disaster or catastrophe respecting which the governor of the state has certified the need for disaster assistance under any federal law.
(e) Any area which by reason of its proximity to the border of an adjacent state is competitively disadvantaged in its ability to attract private investment, business or commercial development which would promote the purposes of this chapter.
(f) "Deteriorated area" does not mean not developed beyond agricultural, or any agricultural operation as defined in section 22-4502(1), Idaho Code, or any forest land as defined in section 63-1701(4), Idaho Code, unless the owner of the agricultural operation or the forest landowner of the forest land gives written consent to be included in the deteriorated area, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

(15) "Revenue allocation area" means that portion of an urban renewal area or competitively disadvantaged border community area where the equalized assessed valuation (as shown by the taxable property assessment rolls) of which the local governing body has determined, on and as a part of an urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project or competitively disadvantaged border community area. The base assessment roll or rolls

of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality.

Appendix B

Photo Exhibit

Appendix B – Photo Exhibit

Kuna East Urban Renewal District Eligibility Study



Photo 1. Rutting and cracking along Kuna Mora Road



Photo 2. Lack of infrastructure within an oversized parcel

Appendix B – Photo Exhibit

Kuna East Urban Renewal District Eligibility Study



Photo 3. Deteriorating structure within the Kuna East District



Photo 4. Lack of infrastructure within an oversized parcel

ORDINANCE NO. 2022-04

CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- **AMENDING SUBSECTION C OF SECTION 3, CHAPTER 8, TITLE 3 OF THE KUNA CITY CODE TO MAKE CERTAIN APPLICATION CRITERIA FOR SPECIAL EVENT PERMITS APPLICABLE TO ALL SPECIAL EVENT PERMIT REQUESTS, TO REQUIRE THAT SPECIAL EVENT PERMIT APPLICATIONS INCLUDE A PUBLIC SAFETY PLAN THAT MUST BE REVIEWED AND APPROVED BY THE CHIEF OF POLICE, AND TO MAKE TECHNICAL CORRECTIONS;**

- **AMENDING SUBSECTION J OF SECTION 3, CHAPTER 8, TITLE 3 OF THE KUNA CITY CODE TO SPECIFY THE NEED TO CONSIDER OBTAINING PRIVATE SECURITY FOR A SPECIAL EVENT;**

- **AMENDING SUBSECTION C OF SECTION 4, CHAPTER 8, TITLE 3 OF THE KUNA CITY CODE TO PROVIDE THAT SPECIAL EVENT PERMIT APPLICATIONS MAY BE DENIED FOR FAILING TO FOLLOW COMMENTS PROVIDED BY THE POLICE OF CHIEF ON THE PUBLIC SAFETY PLAN, AND TO MAKE TECHNICAL CORRECTIONS;**

- **DIRECTING THE CITY CLERK; AND**

- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: That Subsection C of Section 3, Chapter 8, Title 3 of the Kuna City Code be and the same is hereby amended to read as follows:

C. The application for a special event permit shall contain the required information as determined by the city clerk.

~~Special events involving parades, public assemblies and block events~~ At a minimum, special event permit applications shall include:

1. The full name, street address, telephone number, e-mail address, and facsimile number, if any, of the person sponsoring the special event;
2. The name, street address, telephone number, e-mail address, and facsimile number, if any, of the person with operational authority over the special event;
3. The date when the special event is to be conducted;
4. The name of the special event, if any;

5. The time the special event will begin to form, and the time the special event will begin to proceed;
6. The anticipated duration in hours and minutes of the special event;
7. The place the special event will form or be held;
8. The route or location of the special event;
9. The attendee projection, the maximum number who will be allowed to participate, and the estimated number of spectators;
10. The approximate number of animals, floats, automobiles, or other vehicles in the special event;
11. The place the special event will end and disband;
12. The prior special event history of the applicant and sponsor, including the number of permits previously applied for;
13. All drivers shall be required to be age eighteen (18) years or older and to provide proof of their valid motor vehicle driver's license;
14. A public safety plan which shall include a detailed plan for controlling disorderly or violent conduct for public safety, maintaining traffic flow to commercial, other establishments, for sanitary and medical facilities, for dealing with lost children, and for cleanup. A public safety plan cannot rely solely on city maintained emergency services to ensure public safety. The required public safety plan will be reviewed by the Chief of Police. The plan, or parts thereof, may be waived by the Chief of Police, or their designees. Private security may be required in a public safety plan, unless this requirement is expressly waived by the Chief of Police. Factors the Chief of Police shall consider before waiving any required part of a public safety plan includes the attendee projection, whether alcohol will be sold or consumed at the event, the nature of the event (e.g. potential for conflict between attendees), and any other factors the Chief of Police considers pertinent to the issue of public safety during the event;
15. The information may be requested in the permit application form, through written instructions available from the City Clerk or by written or oral inquiries addressed to the applicant. The time for considering the permit shall be extended by the time taken by the applicant in responding satisfactorily to any inquiry~~. The required public safety plan, or parts thereof, may be waived by the Chief of Police, and/or their designees.~~; and
16. Any other relevant and necessary information as required by the city clerk.

Section 2: That Subsection J of Section 3, Chapter 8, Title 3 of the Kuna City Code be and the same is hereby amended to read as follows:

J. At the pre-permit issuance meeting, the parties shall determine what requirements or conditions are necessary before the special event permit will be issued; the requirements to be considered, include but are not limited to:

1. Event security plan that provides for emergency and contingency plans to ensure that the event is conducted in a safe and secure manner.

2. Emergency and private security personnel needed.
3. Any sanitary facilities, such as porta-potties and trash removal that may be required by local, state or federal regulation or law.
4. Any other condition or conditions, as recommended by the city or other governmental agency.
5. The amount of the special event fee to be charged.
6. Any damage deposits that may be required after reviewing the event plan.

Section 3: That Subsection C of Section 5, Chapter 8, Title 3 of the Kuna City Code be and the same is hereby amended to read as follows:

C. Special event application may be denied or revoked if the city clerk determines:

1. The applicant has made any false material representation in the application;
2. The applicant fails to provide any of the items or information required by this chapter;
3. The applicant failed to pay for extraordinary resources or potential estimated damages attributable to the event as specified in subsection 3-8-4-B of this chapter or to pay costs associated with extraordinary resources or damage to city property for a previously-permitted event.;
4. The applicant failed to gain required licenses, permits, conditions, or permissions from the police department, fire department, central district health department, ACHD, city planning and zoning and/or city clerk's office.;
5. The special event will substantially interfere with a special event where the other special event has applied for a special event permit and its fee and any other costs have been paid for in full.; or
6. The applicant has failed to bring its public safety plan into compliance with comments provided by the Chief of Police following his/her review.

Section 4: Directing the City Clerk

The City Clerk is directed to file this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the Kuna City Code.

Section 5: Effective Date

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and in lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this _____day of _____, 2022

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk