KUNA PLANNING AND ZONING COMMISSION
Agenda for January 26, 2016

Kuna City Hall ▪ Council Chambers ▪ 763 W. Avalon ▪ Kuna, Idaho

REGULAR MEETING
6:00 pm

1. **CALL TO ORDER AND ROLL CALL**
   Chairman Lee Young
   Vice Chair Stephanie Wierschem
   Commissioner Dana Hennis
   Commissioner Cathy Gealy
   Commissioner Ron Herther

2. **CONSENT AGENDA**
   a. Planning and Zoning Commission meeting minutes for January 12, 2016

3. **PUBLIC HEARING**
   a. **15-03-AN** (Annexation) – **Liberty Investments/Logan Patten:** Applicant requests approval for Annexation of a 4.693 acre parcel located at 1425 S. Ten Mile Road into the City of Kuna; and subsequently intends to split the parcel for future development.

   b. **16-01-DRC** (Design Review) – **Reel Theater of Kuna:** Applicant requests approval from the Planning and Zoning Commission (acting as Design Review Committee) for a 31,542 square foot, new commercial building (Theater), landscaping and parking lot for the site located within the Ridley's Family Commercial Center. The building will contain 13 screens/auditoriums.

4. **COMMISSION DISCUSSION**

5. **ADJOURNMENT**

CITY OF KUNA
REGULAR PLANNING & ZONING COMMISSION

MEETING MINUTES
Tuesday, January 12, 2016

PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Vice-Chairman Stephanie Wierschem	X	Troy Behunin, Senior Planner	Absent
Commissioner Dana Hennis	X	Trevor Kesner, Planner II	X
Commissioner Cathy Gealy	X		
Commissioner Ron Herther	X		

6:00 pm – COMMISSION MEETING & PUBLIC HEARING

Call to Order and Roll Call

Chairman Young called the meeting to order at **6:02 pm**.

1. **CONSENT AGENDA**
   a. Approval of Planning and Zoning meeting minutes for December 08, 2015

   Commissioner Gealy motions for approval of the Consent Agenda; Commissioner Hennis Seconds, all aye and motion carried 5-0.

2. **DEPARTMENT REPORTS:**
   a. None

3. **CHAIRMAN / COMMISSIONER DISCUSSION:**
   a. Wendy Howell; Planning and Zoning Director asked if the Commissioners were having any issues or problems with the new iPads. The Director also asked if all were able to access and download the Planning and Zoning agendas and packets to their device.
   All Commissioners compared device techniques and discussed the easiest ways for obtaining the packets and being able to access the information. At the end of the discussion, all Commissioners said they were comfortable with electronic delivery moving forward.
   Trevor Kesner (City Planner) stated that if any Commissioners had trouble getting the necessary information, he would gladly deliver hard-copies to their home if needed.

4. **ADJOURNMENT:**

   *Commissioner Gealy motions to adjourn at **6:12 pm**; Commissioner Herther Seconds, all aye and motion carried 5-0.*

____

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

____

Wendy I. Howell, Planning and Zoning Director
Kuna Planning and Zoning Department

City of Kuna

P.O. Box 13
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.id.gov

P&Z Staff Report

To:	**Planning and Zoning Commission**
Case Number(s):	**15-03-AN (Annexation) and 15-03-LS (Lot Split)** *Liberty Investments/Calhoun Annexation*
Location:	1425 N. School Ave. Kuna, Idaho 83634
Planner:	Trevor Kesner, Planner II
Hearing Date:	January 26, 2016
Applicant:	Liberty Investments, Inc. C/o Logan Patten PO Box 412 Kuna, Idaho 83634 logan@libinc.net

Table of Contents:

A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states annexation is designated as a public hearing with the Planning and Zoning Commission as the recommending body and City Council as the decision making body; and a lot split as a public meeting with the City Council as the decision making body. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

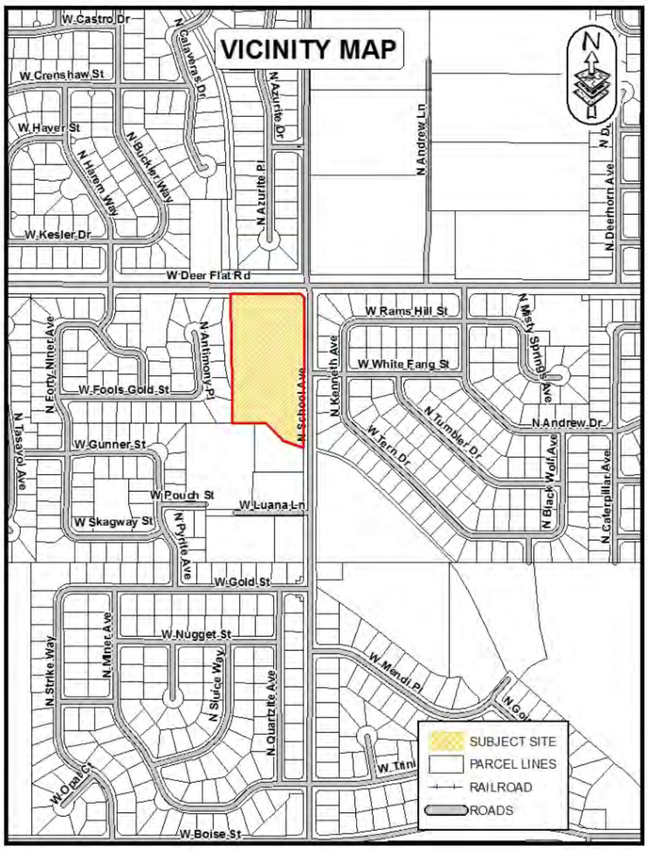
a. Notifications

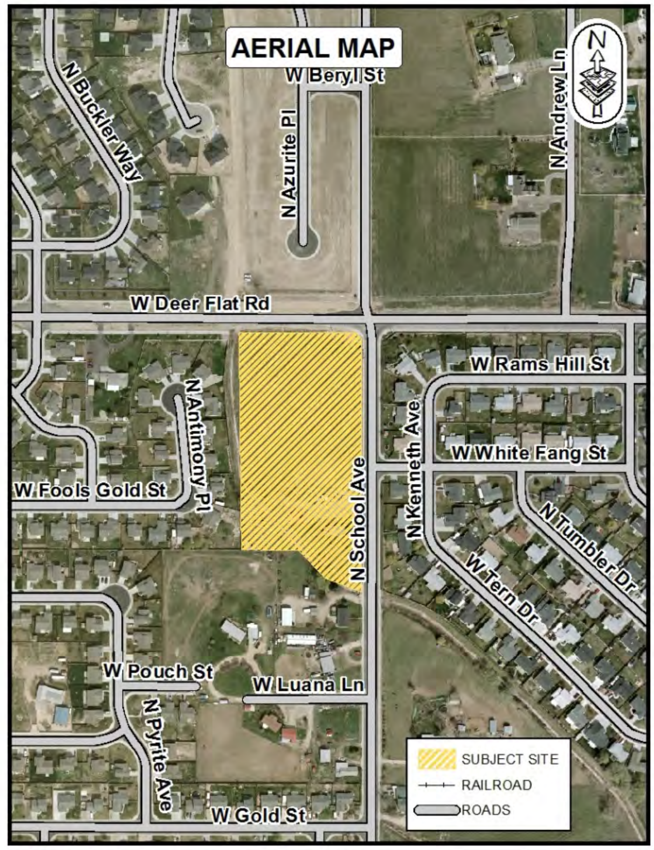
i.	Neighborhood Meeting	October 29, 2015 (3 persons attended)
ii.	Agencies Notified	December 29, 2015
iii.	300' Property Owners	December 23, 2015
iv.	Kuna, Melba Newspaper	January 13, 2016
v.	Site Posted	January 16, 2016

B. Applicant Request:

1. The applicant is requesting approval for Annexation of an approximately 4.65 +/- acre parcel located at 1425 S. Ten Mile Road into the City of Kuna with an R-6 zoning designation; and subsequently intends to split the parcel for future development.

C. Vicinity and Aerial Maps:





D. History: The parcel is contiguous to City limits and is currently zoned RUT (Rural Urban Transitional) in Ada County. A residence and three (3) accessory structures are currently situated on the southern portion of the subject parcel. The majority of the surrounding ground has historically been used for pasturing.

E. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map identifies this site as Mixed Use, City Center. Staff views this land use request to be consistent with the approved FUTURE LAND USE map.

2. **Surrounding Land Uses:**

North	R-6	Medium-Low Density Residential
South	A/RUT	Agricultural/Rural Urban Transitional – Ada County
East	R-6	Medium-Low Density Residential
West	R-6	Medium-Low Density Residential

Planning and Zoning received a letter of comment from an adjacent property owner on January 8, 2016. Said letter and accompanying attachments are included as Exhibit C-1 with this case file.

3. **Parcel Sizes, Current Zoning, Parcel Numbers:**
   - Approx. 4.693 total acres

- RUT, Rural Urban Transitional (Ada County)
- Parcel # - S1323212406

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

5. **Existing Structures, Vegetation and Natural Features:** Currently there is a home on the existing parcel where the owner resides. There are additional outbuildings on the parcel; however, no buildings or ancillary structures are situated upon any portion of the parcel which is to be split. The site has historically been used as residential along with small-scale agricultural activities. It is anticipated that such use will continue until future development occurs on the newly created parcel.

6. **Transportation / Connectivity:** The parcel is currently improved with curb, gutter and five (5) foot sidewalk as it fronts School Avenue; however, there are no sidewalk or surface drainage improvements on the parcel as it fronts Deer Flat Road. The site currently takes access from N. School Avenue and will remain the primary access for the current owner's residence. It is anticipated that the newly created parcel will also take access from N. School Avenue. ACHD shall provide direction and ultimate approvals for the dedication of any additional public right-of-way, required street improvements and proposed access to the newly created parcel.

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts resulting from this application. This site's topography is generally flat.

8. **Agency Responses:** The following agencies returned comments: Boise Project Board of Control (BPOC), Idaho Transportation Department (ITD). The responding agency comments are included as exhibits with this case file.

F. Staff Analysis:

The subject site is located on the southwest corner of S. School Avenue and W. Deer Flat Roads. The applicant requests to annex the entire parcel into Kuna City limits with an R-6 zoning designation; and subsequently split the parcel to create two (2) parcels. The proposed southerly parcel will remain as an approximate 1.65 acre residential home site for the current owner, which will continue to utilize the existing septic system and private domestic well until such time as the septic system in no longer viable; at which time the property owner will be required to abandon the septic system and hook up to city sewer services. The remaining land will be an approximate 3.6 +/-acre parcel designated as R-6. All future development on the newly created parcel will be required to connect to city services.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and Kuna Comprehensive Plan; and forwards a recommendation of approval for Case # 15-03-AN, subject to the recommended conditions of approval.

G. Applicable Standards:

1. City of Kuna, Title 5 Zoning Ordinance: Annexation and Lot Splits
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. Comprehensive Plan Analysis:

The Kuna Planning and Zoning Commission, accepts the Comprehensive Plan components as described below.

1. The proposed applications for this site are consistent with the following Comprehensive Plan components:

GOALS AND POLICY – *Property Rights*

Goal 1: Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in private property "takings".

Policy 1: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criterion established to determine the potential for property taking.

GOALS AND POLICY – *Housing*

Goal 1: Offer a wide variety of housing choices for current and future Kuna residents.

Policy 3.1: Promote developments with a variety of lot sizes.

GOALS AND POLICY – *Land Use*

Goal 2: Encourage a balance of land uses to ensure that Kuna remains a desirable, stable, and self-sufficient community.

Objective 2.2: Plan for areas designed to accommodate a diverse range of businesses and commercial activity – within both the community-scale and neighborhood-scale centers – to strengthen the local economy and to provide more opportunities for social interaction.

I. Proposed Findings of Fact:

1. This request appears to be in compliance with all ordinances and laws of the City, including Kuna City Code (KCC).
2. The site is physically suitable for annexation.
3. The annexation and lot-split are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat; however, it is evident that federally protected raptor species are nesting on-site in the existing trees along the Teed Lateral.
4. The annexation application is not likely to cause adverse public health problems.
5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
7. The Kuna Planning and Zoning Commission accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
8. Based on the evidence contained in Case No.s 15-03-AN and 15-03-LS, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map.
9. The Planning and Zoning Commission has the authority to recommend approval or denial for the annexation application.
10. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

J. Proposed Conclusions of Law:

1. Based on the evidence contained in Case No.s 15-03-AN and 15-03-LS, the Kuna Planning and Zoning Commission finds Case No. 15-03-AN complies with Kuna City Code.
2. Based on the evidence contained in Case No.s 15-03-AN and 15-03-LS, the Kuna Planning and Zoning Commission finds Case No. 15-03-AN is consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

K. Proposed Decision by the Planning and Zoning Commission:

Note: This proposed motion is for approval or denial of this request. However, if the Commission wishes to approve or deny specific parts of the request as detailed in this report, they must be specified.

Based on the facts outlined in staff's report and any public testimony at the public hearing, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval/denial* of Case No. 15-03-AN, a request for annexation from Liberty Investments, Inc, with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    a. The City Engineer shall approve the future sewer hook-ups.
    b. The Kuna Fire District shall approve all building plans.
    c. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
    d. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permits.
2. All public rights-of-way shall be dedicated to the City and/or Ada County Highway District. No public street construction may be commenced without the approval and permit from Ada County Highway District:
    2.1– With future development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
3. All utilities shall be installed underground (see KCC 6-4-2-W).
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. Any future development of the site shall take into consideration the existence of protected wildlife species and their habitat. All current and future owners or their assigns shall make every considerable effort to preserve, protect and avoid disrupting such species and their habitat.
6. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
7. Applicant shall follow all staff, City engineer and other agency recommended requirements as applicable.
8. Applicant shall abide by all applicable federal, state and local laws and ordinances.

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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	15-03-AN 15-03-LS
Project name	CALHOUN ANNEXATION & SUB
Date Received	11/24/15
Date Accepted/ Complete	
Cross Reference Files	15-03-AN / 15-03-LS
Commission Hearing Date	
City Council Hearing Date	

Type of Review (check all that apply):

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

RECEIVED
NOV 2 0 2015
CITY OF KUNA

Contact/Applicant Information

Owners of Record: Larry Calhoun	Phone Number:
Address: 1425 N School Ave	E-Mail:
City, State, Zip: Kuna ID 83634	Fax #:
Applicant (Developer): Liberty Investments	Phone Number: (208) 880-9546
Address: PO Box 412	E-Mail: logan@libinc.net
City, State, Zip: Kuna ID 83634	Fax #: 800-886-7933
Engineer/Representative: Performance Engineering	Phone Number: (208) 475-0022
Address: 1102 Franklin Blvd	E-Mail:
City, State, Zip: Nampa ID 83687	Fax #:

Subject Property Information

Site Address: 1425 N School Ave Kuna ID 83634	
Site Location (Cross Streets): N School Ave & Deer Flat Rd	
Parcel Number (s): S1323212406	
Section, Township, Range: 23 2N 1W	
Property size : 4.093 acres	
Current land use: Residential	Proposed land use: Residential & Commercial
Current zoning district:	Proposed zoning district:

Exhibit
A-2
a

Project Description

Project / subdivision name: School Ave & Deer Flat Development
General description of proposed project / request: Split lot - Larry Calhoun will have 1.234 acre lot & remaining 3.459 will be developed into residential & commercial.
Type of use proposed (check all that apply):
- [x] Residential
- [x] Commercial
- [ ] Office
- [ ] Industrial
- [ ] Other

Amenities provided with this development (if applicable):

Residential Project Summary (if applicable)

Are there existing buildings? [x] Yes [ ] No
Please describe the existing buildings: Larry Calhoun's house & shed
Any existing buildings to remain? [x] Yes [ ] No
Number of residential units: 7 Number of building lots: 6
Number of common and/or other lots: 3
Type of dwellings proposed:
- [x] Single-Family
- [ ] Townhouses
- [ ] Duplexes
- [ ] Multi-Family
- [ ] Other

Minimum Square footage of structure (s): 2000
Gross density (DU/acre-total property): Net density (DU/acre-excluding roads):
Percentage of open space provided: Acreage of open space:
Type of open space provided (i.e. landscaping, public, common, etc.): Drainage lots (2)

Non-Residential Project Summary (if applicable)

Number of building lots: 2 Other lots: N/A
Gross floor area square footage: Existing (if applicable):
Hours of operation (days & hours): Building height:
Total number of employees: Max. number of employees at one time:
Number and ages of students/children: Seating capacity:
Fencing type, size & location (proposed or existing to remain):

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

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

Applicant's Signature: [signature] Date: 11/18/15

LIBERTY
INVESTMENTS
INC
and companies

RECEIVED
NOV 2 0 2015
CITY OF KUNA

PO Box 412
Kuna, ID 83634
(208) 880-9546

October 15, 2015

To Whom it May Concern:

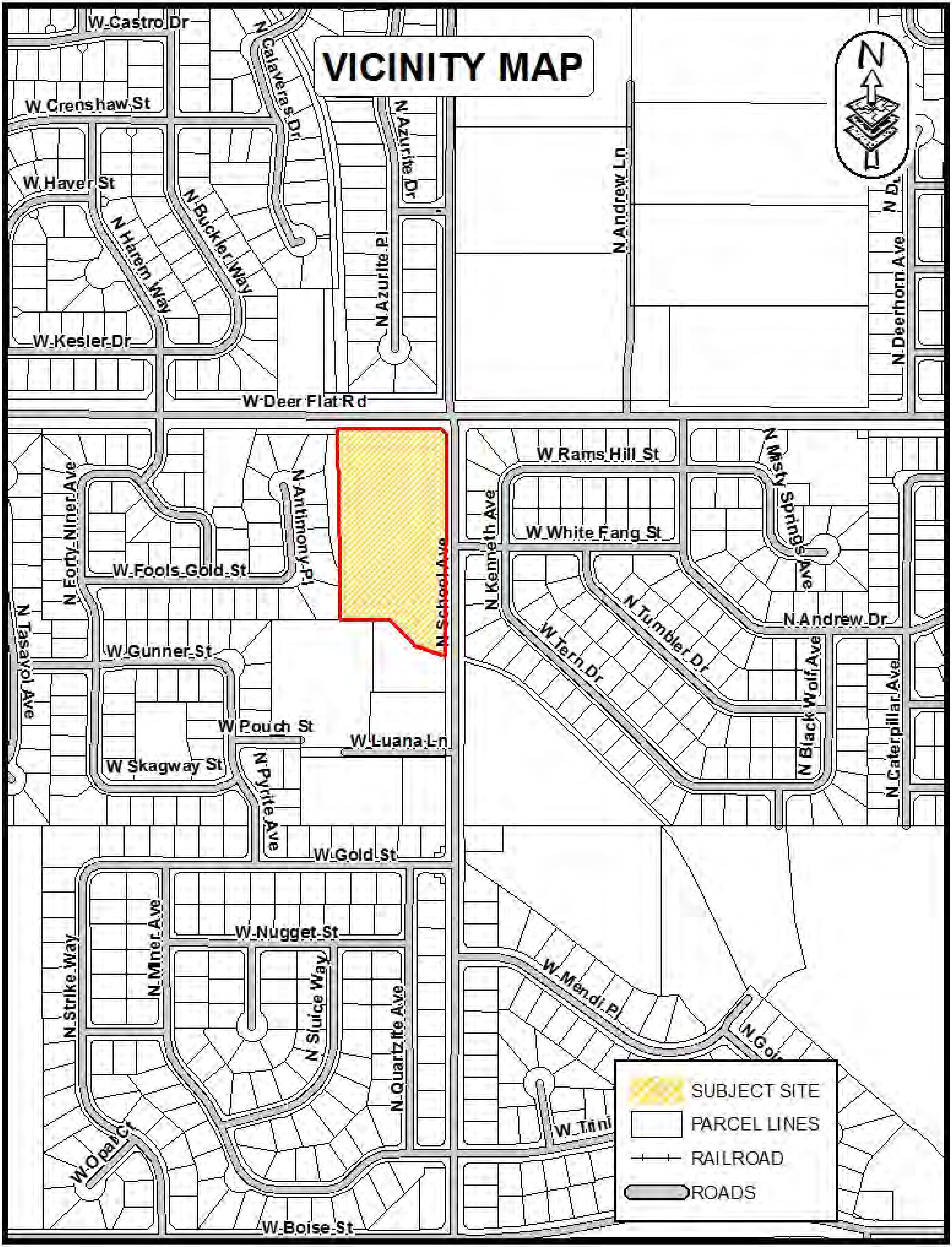
We would like to annex the subject property into the city of Kuna. We would then like to split 3.5 acres from the subject property to create residential and commercial lots.

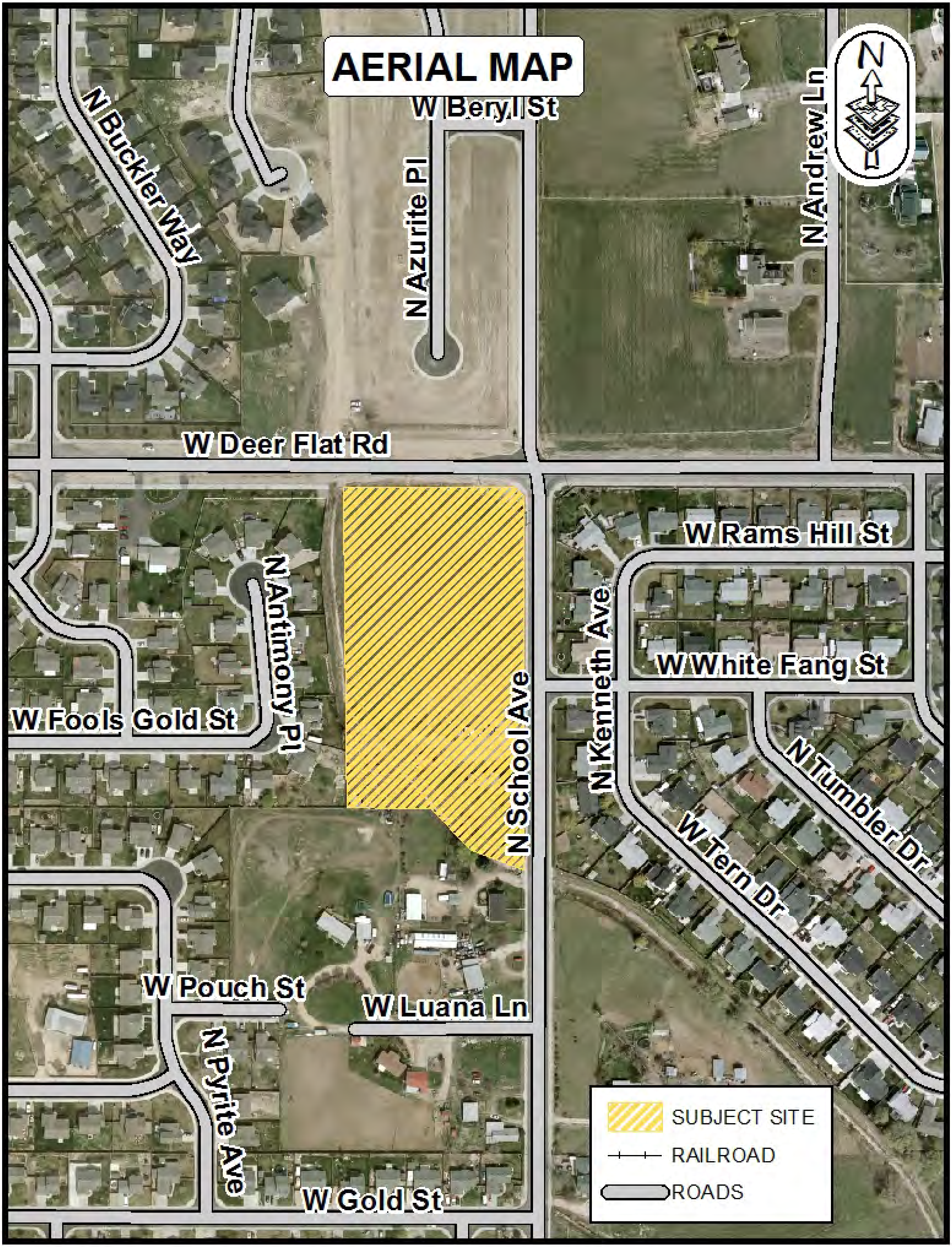
Best regards,

Logan Patten
President, Liberty Investments, Inc.

kjb

Exhibit
A-2
b


VICINITY MAP
N
W Castro Dr
W Crenshaw St
W Haver St
N Calaveras Dr
N Azurite Dr
N Azurite Pl
N Hanem Way
N Buckler Way
W Kesler Dr
N Andrew Ln
N Deerhorn Ave
W Deer Flat Rd
N Antimony Pl
N Forty Niner Ave
W Fools Gold St
N Tasayol Ave
W Gunner St
W Pouch St
W Luana Ln
W Skagway St
N Pyrite Ave
N School Ave
N Kenneth Ave
W Rams Hill St
W White Fang St
N Misty Springs Ave
N Tumbler Dr
W Tern Dr
N Andrew Dr
N Black Wolf Ave
N Caterpillar Ave
W Gold St
W Nugget St
N Miner Ave
N Strike Way
N Sluice Way
N Quartzite Ave
W Mendi Pl
W Opal Ct
W Boise St
SUBJECT SITE
PARCEL LINES
RAILROAD
ROADS


AERIAL MAP
N
W Beryl St
N Buckler Way
N Azurite Pl
N Andrew Ln
W Deer Flat Rd
W Rams Hill St
N Antimony Pl
N Kenneth Ave
W White Fang St
W Fools Gold St
N School Ave
N Tumbler Dr
W Tern Dr
W Pouch St
W Luana Ln
N Pyrite Ave
W Gold St
SUBJECT SITE
RAILROAD
ROADS

Skinner
Land Survey
Precision Land Surveyors, P.C.
21851 Upper Pleasant Ridge Rd.
Caldwell, Idaho 83607
(208)454-0933
WWW.SKINNERLANDSURVEY.COM
surveys@skinnerlandsurvey.com

Thomas J. Wellard, PLS

May 25, 2015

Legal Description for
Logan Patten
Job No. AP1615

Parcel 1

This parcel is a portion of the NE ¼ NW 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 the NE ¼ NW ¼, (N ¼ Corner, Section 23), a found brass cap monument;

thence South 00° 22' 07" East along the east boundary of the NE ¼ NW ¼ a distance of 61.98 feet;

thence South 89° 37' 53" West a distance of 30.00 feet to the **TRUE POINT OF BEGINNING,** said point being on the west right of way for School Street, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 00° 22' 07" East parallel with the east boundary of the NE ¼ NW ¼ and along the west right of way of School Street a distance of 423.00 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 89° 40' 18" West a distance of 339.88 feet to a point on the east boundary of Goldcreek Subdivision No. 2 as shown on the official plat in the Office of the Recorder for Ada County, Idaho, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 01° 07' 22" West along said east boundary a distance of 440.04 feet to a point on the south right of way of Deer Flat Road witnessed by a found ½ inch diameter rebar bearing South 01° 07' 22" East a distance of 23.00 feet;

thence North 89° 40' 18" East along said south right of way a distance of 328.67 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 45° 20' 49" East a distance of 24.05 feet to the **TRUE POINT OF BEGINNING,** containing 3.459 acres, more or less, and being subject to any and all easements and rights of way of record or implied.

PROFESSIONAL LAND SURVEYOR
LICENSED
15352
5/25/15
STATE OF IDAHO
THOMAS J. WELLARD

Exhibit
A-2
d

Skinner
Land Survey
Precision Land Surveyors, P.C.
21851 Upper Pleasant Ridge Rd.
Caldwell, Idaho 83607
(208)454-0933
WWW.SKINNERLANDSURVEY.COM
surveys@skinnerlandsurvey.com

Thomas J. Wellard, PLS

May 25, 2015

Legal Description for
Logan Patten
Job No. AP1615

Parcel 2

This parcel is a portion of the NE ¼ NW 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 the NE ¼ NW ¼, (N ¼ Corner, Section 23), a found brass cap monument;

thence South 00° 22' 07" East along the east boundary of the NE ¼ NW ¼ a distance of 61.98 feet;

thence South 89° 37' 53" West a distance of 30.00 feet said point on the west right of way for School Street, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 00° 22' 07" East parallel with the east boundary of the NE ¼ NW ¼ and along the west right of way of School Street a distance of 423.00 feet to the **TRUE POINT OF BEGINNING,** a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence continuing South 00° 22' 07" East along said west right of way a distance of 292.30 feet to a point on the centerline of the Teed Lateral, a Magnail set with an aluminum washer stamped P.L.S. 15352 in a concrete bridge deck;

thence traversing said centerline as follows:

North 70° 41' 40" West a distance of 107.08 feet;

thence North 38° 02' 32" West a distance of 103.87 feet to a point on the south boundary of the N ½ NE ¼ NW ¼ witnessed by a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 89° 38' 12" West a distance of 17.00 feet;

thence South 89° 38' 12" West along the south boundary of the N ½ NE ¼ NW ¼ a distance of 173.27 feet to a point witnessed by a found 5/8 inch diameter rebar bearing North 01° 07' 22" West a distance of 0.34 feet;

thence North 01° 07' 22" West along the east boundary of Goldcreek Subdivision No. 2 as shown on the official plat in the Office of the Recorder for Ada County, Idaho a distance of 174.27 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 89° 40' 18" East a distance of 339.88 feet to the **TRUE POINT OF BEGINNING,** containing 1.646 acres, more or less, and being subject to any and all easements and rights of way of record or implied.

PROFESSIONAL LAND SURVEYOR
LICENSED
15352
5/25/15
STATE OF IDAHO
THOMAS J. WELLARD

Exhibit
A-2
d

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 48.00 16
BOISE IDAHO 06/22/09 10:46 AM
DEPUTY Lisa Batt
RECORDED – REQUEST OF
U S Recordings
109072752

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117
~~[Attention]~~
~~BLDG-B, 901 E 104TH ST, SUITE 400/500~~
~~[Street Address]~~
~~KANSAS CITY, MO 64131~~
~~[City, State Zip Code]~~

RECEIVED
NOV 2 0 2015
CITY OF KUNA

15749942 [Space Above This Line For Recording Data]

Q134 T009-016160 p.r MIN: 100817101296613562

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated June 4, 2009, together with all Riders to this document.

(B) **"Borrower"** is LARRY RAY CALHOUN, A widower

Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is INDYMAC FEDERAL BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK
Lender is a Federal Savings Bank organized and existing under the laws of United States of America. Lender's address is 155 NORTH LAKE AVENUE, PASADENA, CA 91101

(D) **"Trustee"** is FIDELITY NATIONAL TITLE COMPANY

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Exhibit
A-2
e

(F) "**Note**" means the promissory note signed by Borrower and dated June 4, 2009. The Note states that Borrower owes Lender one hundred twenty thousand fifty and NO/100ths Dollars (U.S. $ 120,050.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2039.

(G) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Revocable Trust Rider	
☐ Other(s) [specify]		

(J) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "**Escrow Items**" means those items that are described in Section 3.

(N) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) . **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of ADA
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 1425 NORTH SCHOOL STREET
[Street]
KUNA , Idaho 83634 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allows the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. ***Protection of Lender's Interest in the Property and Rights Under this Security Instrument.*** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage

Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's

Loan No: 129661356

rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of accelerationunder Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all

expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Area and Location of Property. The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Idaho Deed of Trust dated June 4, 2009 between LARRY RAY CALHOUN, AN UNMARRIED MAN

, INDYMAC FEDERAL BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK and FIRST AMERICAN TITLE INSURANCE CO.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Larry Ray Calhoun (Seal)
LARRY RAY CALHOUN -Borrower
[Printed Name]

_______________ (Seal)
-Borrower
[Printed Name]

_______________ (Seal)
-Borrower
[Printed Name]

_______________ (Seal)
-Borrower
[Printed Name]

ACKNOWLEDGMENT

State of Idaho §
County of Ada §
§

On this 4th day of June, in the year of 2009, before me BarBara S. TOPP · Notary Public, personally appeared LARRY RAY CALHOUN

, known or identified to me (or proved to me on the oath of), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (or they) executed the same.

BARBARA S. TOPP
NOTARY PUBLIC
STATE OF IDAHO

(Seal)

Barbara S. Topp
Signature of Officer

BaRBaRa S. TOPP
Printed Name

Notary Public
Title of Officer

My Commission Expires: 1/10/11

CHICAGO TITLE INSURANCE COMPANY AS ISSUING AGENT 1-800-943-1196

Title No NRE-NRR-T0090-016160

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Ada, STATE OF Idaho, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING NORTH AND EAST OF THE TEED LATERAL AS SAID LATERAL WAS LOCATED ON SEPTEMBER 9, 1935. AND ALL THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING WEST OF THE TEED LATERAL AS SAID LATERAL WAS LOCATED ON SEPTEMBER 9, 1935. ALL IN SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN. EXCEPT THE FOLLOWING DESCRIBED PARCEL: FROM THE COMMON CORNER OF SECTIONS 14, 15, 22 AND 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, A DISTANCE OF 1,361.35 FEET ON A BEARING OF EAST TO THE POINT OF BEGINNING; THENCE
EAST A DISTANCE OF 914.18 FEET; THENCE SOUTH 0°23'14" EAST A DISTANCE OF 657.20 FEET; THENCE SOUTH 89°44'08" WEST A DISTANCE OF 926.30 FEET; THENCE NORTH 0°39'18" WEST A DISTANCE OF 661.80 FEET TO THE POINT OF BEGINNING.
ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL: A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERLY QUARTER CORNER OF SAID SECTION 23, SAID POINT BEING LOCATED AT THE INTERSECTION OF SCHOOL AVENUE AND DEER FLAT ROAD AT CENTERLINE STATION 56+36.08 (SCHOOL AVENUE) PER THE PLANS OF SCHOOL AVENUE, PROJECT NO. 52060.0 ON FILE WITH THE ADA COUNTY HIGHWAY DISTRICT; THENCE SOUTH 00°O0'15" EAST 788.00 FEET ALONG THE CENTERLINE OF SCHOOL AVENUE TO A POINT LOCATED ON THE CENTERLINE OF THE TEED LATERAL; THENCE NORTH 79°19'55" WEST, 25.44 FEET ALONG THE CENTERLINE OF THE TEED LATERAL TO A POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE, BEING 25.00 FEET LEFT OF STATION 48+52.79 PER SAID PLANS AND BEING THE POINT OF BEGINNING; THENCE
NORTH 79°1 9'55" WEST 5.09 FEET ALONG THE CENTERLINE OF THE TEED LATERAL TO A POINT IN THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE, BEING 30.00 FEET LEFT OF STATION 48+53.73 PER SAID PLANS; THENCE NORTH 00°00'15" WEST 731.77 FEET ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE TO A POINT 30.00 FEET LEFT OF STATION 55+85.00 PER SAID PLANS; THENCE NORTH 89°59'45" EAST 5.00 FEET TO A POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE, BEING 25.00 FEET LEFT OF STATION 55+85.00 PER SAID PLANS; THENCE SOUTH 00°00'15" EAST, 732.21 FEET ALONG SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE TO THE POINT OF BEGINNING. ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL
A PARCEL OF LAND BEING ON THE RIGHT SIDE OF THE CENTERLINE OF DEER FLAT ROAD PROJECT NO. 25486.0 BRIDGE SURVEY, AS SHOWN ON THE PLANS THEREOF, NOW ON FILE IN THE OFFICE OF THE ADA COUNTY HIGHWAY DISTRICT, AND BEING ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING NORTH AND EAST OF THE TEED LATERAL AND ALL THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING WEST OF THE TEED LATERAL AS SAID TEED LATERAL IS NOW LOCATED AND CONSTRUCTED IN SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, AS FILED UNDER INSTRUMENT NO. 8942668, IN THE ADA COUNTY RECORDS, BOISE, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 2-1/2" ALUMINUM CAP MONUMENT WHICH IS THE COMMON CORNER FOR SECTIONS 15, 14,22,23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN; THENCE NORTH 89°59'43" EAST 2,275.53 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 23, SAID LINE ALSO BEING THE CENTERLINE OF DEER FLAT ROAD RIGHT-OF-WAY TO THE REAL POINT OF BEGINNING, AND ALSO BEING THE NORTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED BY THE LEGAL DESCRIPTION FILED UNDER INSTRUMENT NO. 8942668, IN THE ADA COUNTY RECORDS, BOISE, IDAHO; THENCE CONTINUING
NORTH 89°59'43" EAST, 336.95 FEET ALONG SAID ROAD CENTERLINE TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY OF N. SCHOOL STREET; THENCE SOUTH 00°02'5O" EAST, 50.00 FEET ALONG SAID NORTHERLY EXTENSION OF THE WEST RIGHT- OF-WAY; THENCE NORTH 45°02'OO" WEST 7.07 FEET; THENCE
SOUTH 89°59'43" WEST 331.68 FEET PARALLEL WITH SAID NORTHERLY BOUNDARY TO A POINT ON THE WEST BOUNDARY OF SAID PARCEL AS FILED UNDER INSTRUMENT NO. 8942668; THENCE NORTH 00°23'31" WEST, 45.00 FEET ALONG THE WEST BOUNDARY OF SAID PARCEL AS FILED UNDER INSTRUMENT NO. 8942668 TO THE REAL POINT OF BEGINNING. AND FURTHER EXCEPTING THEREFROM: A PORTION OF THE NORTHEAST QUARTER NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST B.M., CITY OF KUNA, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23, SAID CORNER BEING LOCATED AT THE INTERSECTION OF SCHOOL AVENUE AND DEER FLAT

ROAD, BEING AT STATION 56+36.08 SCHOOL AVENUE, PER THE PLANS OF SCHOOL AVENUE, PROJECT NO. 52060.0 ON FILE WITH THE ADA COUNTY HIGHWAY DISTRICT; THENCE

SOUTH 00°00'15" EAST 45.00 FEET ALONG THE CENTERLINE OF SCHOOL AVENUE, BEING THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, TO A POINT AT STATION 55+91.08 PER SAID PLANS; THENCE NORTH 89°57'43" WEST, 30.00 FEET TO A POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER FLAT ROAD, BEING 30.00 FEET LEFT OF STATION 55+91.10 PER SAID PLANS, BEING THE POINT OF BEGINNING; THENCE

SOUTH 00°00'00" 15 EAST, 17.00 FEET ALONG SAID EXISTING WESTERLY RIGHT-OF-WAY LINE TO A POINT 30.00 FEET LEFT OF STATION 55+74.10 PER SAID PLANS; THENCE NORTH 44°58'59" WEST, 24.05 FEET TO A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF DEER FLAT ROAD, BEING 47.00 FEET LEFT OF STATION 55+91.11 PER SAID PLANS; THENCE

SOUTH 89°57'43" EAST, 17.00 FEET ALONG THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF DEER FLAT ROAD TO THE POINT OF BEGINNING.

PARCEL ID: N/A.

Commonly known as 1425 North SCHOOL Avenue, Kuna, ID 83634
However, by showing this address no additional coverage is provided

U00715362

2442 6/12/2009 75748942/1

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

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

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

RECEIVED
NOV 20 2015
CITY OF KUNA

State of Idaho)
) ss.
County of Ada)

I, Larry Calhoun , 1425 N. School AVE
Name **Address**

Kuna , Idaho 83634
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 Logan Patten 6205 Deer Flat Rd Nampa ID 83686
Name Address
Liberty Investments Inc - PO Box 412 Kuna ID 83634
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 ~~2~~ 21st L.C day of September , 20 15

Larry Calhoun
Signature

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

Kara Medrano
Notary Public for Idaho

Residing at: Kuna, Id

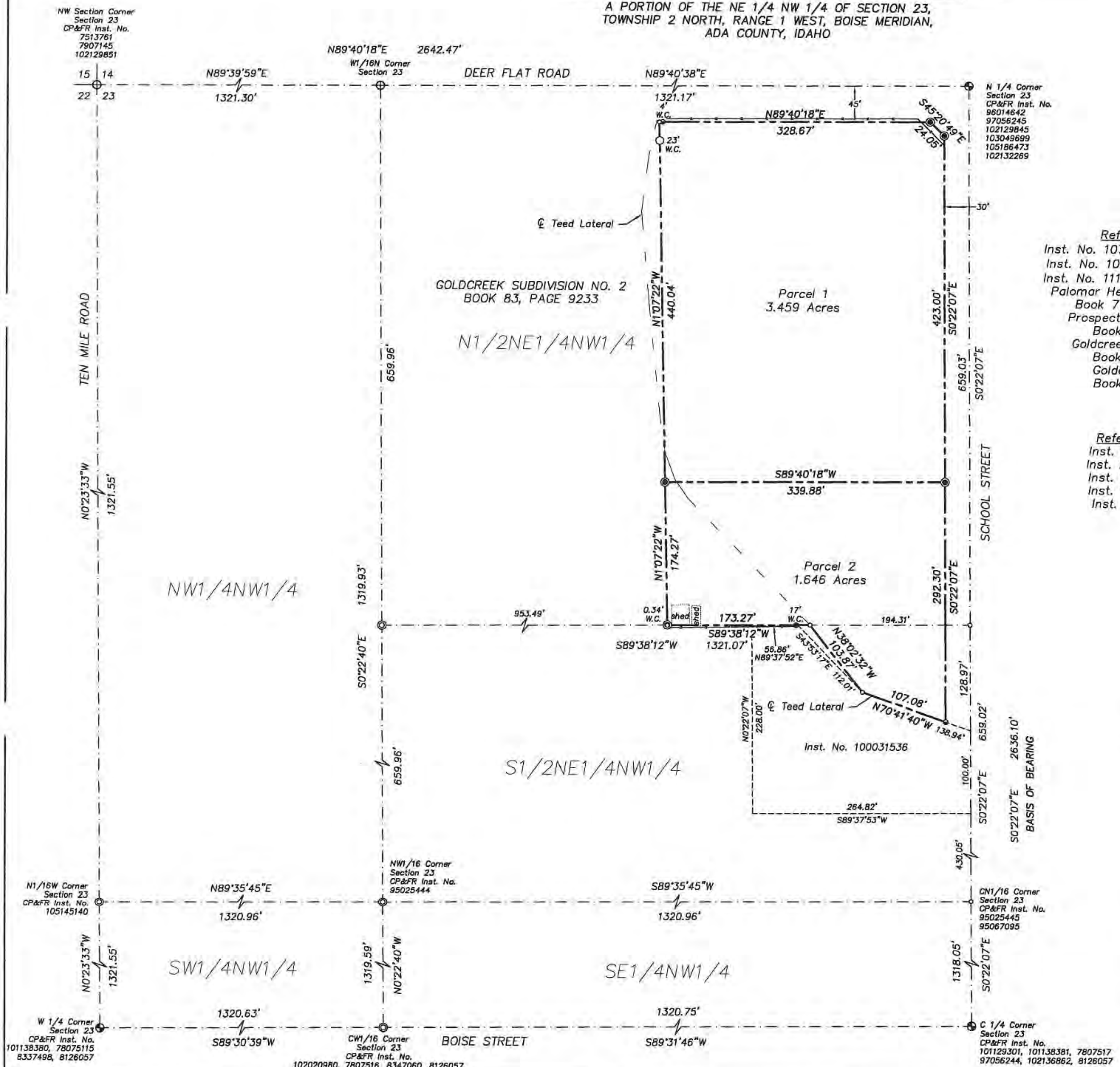
My commission expires: 9-3-21

KARA MEDRANO NOTARY PUBLIC STATE OF IDAHO

Exhibit
A-2
f

RECORD OF SURVEY

A PORTION OF THE NE 1/4 NW 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 _____MINUTES PAST AT _____O'CLOCK __M. THIS _____ DAY OF ______________, 2015.

EX-OFFICIO RECORDER DEPUTY

N

Reference Surveys:
Inst. No. 107115394 (ROS No. 8012)
Inst. No. 10003281 (ROS No. 8498)
Inst. No. 111057860 (ROS No. 9004)
Palomar Heights No. 2 Subdivision
Book 77, Page 8151-8152
Prospector Subdivision No. 3
Book 66, Page 6780
Goldcreek Subdivision No. 2
Book 83, Page 9233
Goldcreek Subdivision
Book 83, Page 9174

Reference Deeds:
Inst. No. 94009170
Inst. No. 100031536
Inst. No. 96056054
Inst. No. 94093853
Inst. No. 8942668

0' 80' 160'
Scale: 1" = 80'

LEGEND

- BRASS CAP MONUMENT – FOUND
- ALUMINUM CAP MONUMENT – FOUND
- 5/8" REBAR – FOUND
- 5/8" x 30" REBAR – SET
- 1/2" REBAR – FOUND
- 1/2" x 24" REBAR – SET
- MAGNAIL & ALUMINUM WASHER –SET
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION/ALIQUOT PART LINE
- FENCE LINE
- W.C. WITNESS CORNER

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 5/25/15 STATE OF IDAHO THOMAS J. WELLARD

Exhibit A-2 9

INDEX No. 214-23-4-1-0-00-00

SURVEY FOR: LOGAN PATTEN

Drawn By: SLW	Skinner Land Survey
Date: May 21, 2015	Precision Land Surveyors, P.C. 21851 Upper Pleasant Ridge Rd. Caldwell, Idaho 83607
Surveyed By: TJW	(208)-454-0933
Job No. AP1615	WWW.SKINNERLANDSURVEY.COM

Neighborhood Meeting Certification

RECEIVED
DEC 01 2015
CITY OF KUNA

CITY OF KUNA PLANNING & ZONING * 763 W. Avalon, Kuna, Idaho, 83634 * www.kunacity.id.gov * (208) 922-5274 * Fax: (208) 922-5989

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.

Description of proposed project: Annexation & split of property. Then create residential & commercial lots.

Date and time of neighborhood meeting: October 29, 2015 @ 6:30pm

Location of neighborhood meeting: 1425 N School Ave, Kuna ID 83634

SITE INFORMATION:

Location: Quarter: ____ Section: 23 Township: 2N Range: 1W Total Acres: ____

Subdivision Name: ____ Lot: ____ Block: ____

Site Address: 1425 N School Ave Kuna, ID 83634 Tax Parcel Number(s): S1323212406

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Larry Calhoun

Address: 1425 N School Ave City: Kuna State: ID Zip: 83634

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Kristina Boatwright Business (if applicable): Liberty Investments, Inc

Address: PO Box 412 City: Kuna State: ID Zip: 83634

Exhibit A-2 h

PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

Application Type	*Brief Description*
✓ Annexation	Annex in whole parcel to split off 3 Acres
✓ Re-zone	Higher Density & Commercial
✓ Subdivision (Sketch Plat and/or Prelim. Plat)	Included -
Special Use	
Variance	
Expansion of Extension of a Nonconforming Use	
Zoning Ordinance Map Amendment	

APPLICANT:

Name: Liberty Investments, Inc

Address: PO Box 412

City: Kuna State: ID Zip: 83634

Telephone: 880-9546 Fax: 800-886-7933

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Kuna City Code

Signature: (Applicant) ______ ~~Date~~ 11/15/15

SIGN IN SHEET

PROJECT NAME: School Street

Date: 10/26/15

	Name	Address	Zip	Phone
1	PAUL DEASON	1441 N KENNETH		6974986
2	Joe Ziegler	1703 N ANDREW LN		932 1601
3	Logan Patten	6205 Deerflat	83686	880-9546
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Neighborhood Meeting for Planned Development at 1425 N School Ave, Kuna ID 83634

October 30, 2015

Meeting started at 6:10 pm and a sign in sheet was available for everyone in attendance to sign.
There were three concerns that came up.
First, was that our company was putting a roundabout in at North School Avenue and Deer Flat Road. It was difficult to help people understand that we were developing the property located at 1425 N School Ave into residential and commercial lots.
Second, some were concerned that this would increase traffic. This is a valid concern that will need to be addressed in the development process.
Third, some were upset over how much money developers make. This is something that we didn't expand on since it is not relevant to the issue at hand.
After all concerns were addressed, most felt that it was good to see larger lot sizes being developed for residential.
Meeting adjourned at 7:05 pm.

11/5/15

Exhibit
A-2
h

RECEI.ED

NOV 2 0 2015

CITY OF KUNA

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

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

City of Kuna

COMMITMENT TO PROPERTY POSTING

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

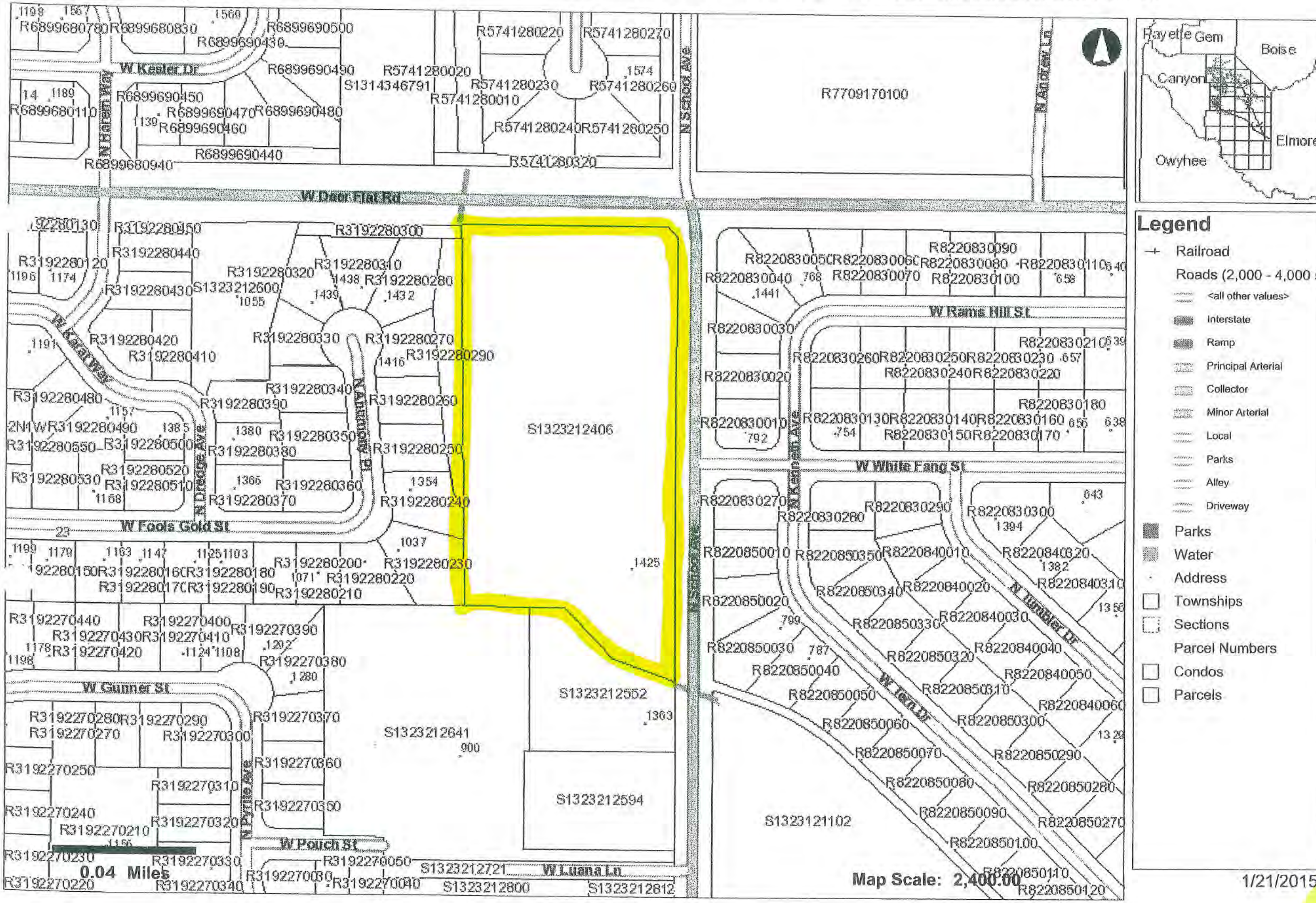
Applicant/agent signature

9/3/15
Date

Exhibit A-2

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



1/21/2015

Exhibit A-3

City of Kuna
PROOF OF PROPERTY POSTING

RECEIVED 01/19/16

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 1425 N. School Ave Kuna ID (**NAME OF SUBDIVISION OR ADDRESS**) was posted as required per Kuna City Ordinance 5-1-5B. Sign posted Friday January 15 2016 (**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* 19 *day of* January, *20*16.

KIM RICE NOTARY PUBLIC STATE OF IDAHO

Signature,

Owner/Developer

STATE OF IDAHO)
): ss
County of Ada)

On this 19 *day of* January, *20*16, *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.

Notary Public
Residing at Meridian, Ad

Commission Expires 2/18/17

Exhibit A-4


CITY OF KUNA PUBLIC HEARING NOTICE
Before the Kuna Planning
and Zoning Commission
When: January 26, 2016
at 6:00 PM located at the
Kuna City Hall
763 W. Avalon
Kuna Idaho 83634
PURPOSE: Annexation
and Lot Split of Calhoun
Crossing for Potential
Residential and/or
Commercial Development
LOCATION: SW Corner of
Deer Flat Rd and
School Ave
APPLICATION BY: Liberty
Investments, Inc.

Exhibit
A-4
a


CITY OF KUNA PUBLIC HEARING NOTICE
Before the Kuna Planning and Zoning Commission
When: January 26, 2016 at 6:00 PM located at the Kuna City Hall
763 W. Avalon,
Kuna Idaho 83634
PURPOSE: Annexation and Lot Split of Calhoun Crossing for Potential Residential and/or Commercial Development
LOCATION: SW Corner of Deer Flat Rd and School Ave
APPLICATION BY: Liberty Investments, Inc

Exhibit
A-4
b


SPEED LIMIT 25
CITY OF KUNA PUBLIC HEARING NOTICE
Before the Kuna Planning and Zoning Commission
When: January 26, 2016 at 6:00 PM located at the Kuna City Hall
763 W. Avalon,
Kuna Idaho 83634
PURPOSE: Annexation and Lot Split of Calhoun Crossing for Potential Residential and/or Commercial Development
LOCATION: SW Corner of Deer Flat Rd and School Ave
APPLICATION BY: Liberty Investments, Inc.

Exhibit
A-4
c


Before the Kuna Planning
and Zoning Commission
When: January 26, 2016
at 6:00 PM located at the
Kuna City Hall
763 W. Avalon,
PURPOSE: Annexation
Commercial Development
LOCATION: SW Corner of
School Ave
APPLICATION BY: Liberty
Investments, Inc.
STOP

Exhibit
A-4
D

December 21, 2015

Logan Patten
Liberty Investments, Inc.
P.O. Box 412
Kuna, ID 83634

Completeness Letter

RE: Larry Calhoun Property Annexation and Lot Split: 1425 N. School Ave.

Dear Applicant,

Kuna Planning and Zoning staff has reviewed the submitted Annexation and Lot Split application for the parcel referenced above, and has determined the applications are complete at this time. The Planning and Zoning hearing for the Annexation is tentatively scheduled for **January 26, 2015** and the subsequent City Council hearing date is tentatively set for February 16, 2016. Hearing dates are subject to change. Please provide staff with the following:

Please provide copies of the following to our office:

- 10 full size (18" X 24") Record of Survey drawings (prints) -stamped/signed by registered surveyor

Please refer to case **#15-03-LS / #15-03-AN** in all future correspondence regarding this application.

Fees

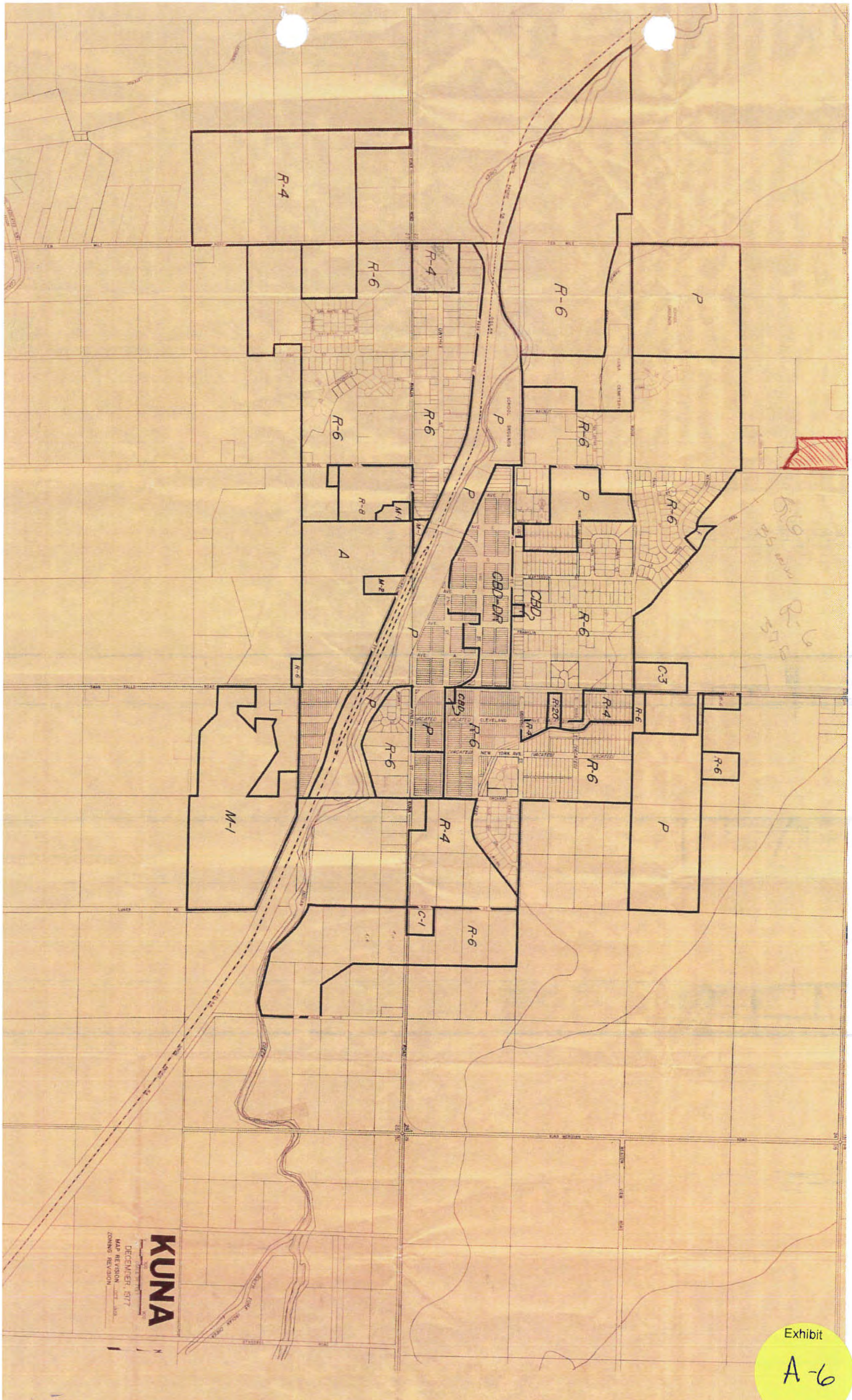
The following application fees shall also be submitted:

Lot Split Fee:	$200.00
Annexation Fees:	$1,200.00 + $30 per acre (@ 4.693 acres * $30 = $140.79)
($30*4.693 ac.)	$140.79
	+ $100.00 Engineering fees
Total Due:	**$1,640.79**

Please let me know if you have any questions.
Thank you,

Trevor Kesner
Planner II
City of Kuna
(208) 922-5274

Exhibit
A -5



← original

Exhibit
A-6

WILL PATTERSON
CHAIRMAN OF THE BOARD

MAX SVATY
VICE CHAIRMAN OF THE BOARD

TIMOTHY M. PAGE
PROJECT MANAGER

ROBERT D. CARTER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

JERRI FLOYD
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

14 January 2016

RECEIVED
JAN 19 2016
CITY OF KUNA

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

RE: Liberty Investments, LLC
1425 N. School Ave — **15-01-AN, 15-03-LS**
NEC- Deer Flat Road & School Ane.
Boise-Kuna Irrigation District — BK-370
Teed Lateral 170+00, 181+50
Sec. 11, T2N, R1W, BM.

Trevor Kesner, Planner:

The United States' Teed Lateral lies within the boundary of the above-mentioned location. The easement for this canal is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this canal. We assert the federal easement 25 feet west and southwest and 25feet east and northeast of the canal's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping (other than grass) within its easements, as this will certainly increase our cost of maintenance.

Fencing (as may be required) must be constructed just off the canal easement, to insure public safety and prevent encroachments.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.

Project facilities and/or easements that parallel, and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-

Exhibit
B-1

ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the canal is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Crossing agreements must be secured and signed by all parties prior to March 1st of each year. A time schedule for the construction to be done during the non-irrigation season must be approved by Boise Project prior to any activity within Project easements. No construction will be allowed within the easement boundaries of the Boise Project Board of Control facilities after March 15th of each year. However, on a case by case basis, overhead utilities and utilities boring underneath a Project facility may be allowed after March 15th if reviewed and approved by the Boise Project.

The piping and relocation of any Lateral, Canal and/or Drain must be reviewed and approved by the Project and is (to include all appurtenant boxes and/or structures) and must be warranted by the landowner for a period of (5) five-years. The Warrantee Agreement must be secured prior to ANY disturbance of that facility.

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

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

Should there be any small (neighborhood) irrigation ditches on this site, the developers and/or landowners will be obligated to protect them and allow water to pass to downstream neighbors.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a copy of the irrigation and drainage plans.

Whereas this property lies within the Boise-Kuna Irrigation District it is important that representatives of this development contact the BKID office as soon as possible to discuss a pressure system prior to any costly design work. If applicable, the irrigation system will have to be built to specific specifications as set by the District / Project.

Boise Project Board of Control must receive a written response from the Boise-Kuna Irrigation District as to who will own and operate the pressure irrigation system prior to review and approval of an irrigation plan by Boise Project Board of Control.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statues, Title 42-1209.

Future preliminary and final plats must call out the Project easements and the plats must also note, which lots have surface irrigation water rights and which lots do not.

We request a copy of the recorded final plat and/or record of survey (to include instrument, book and page numbers) be sent to the Boise Project Board of Control so we may track this project to closure.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors.

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
Entry Managemnt / GIS

tbr/tr
cc: Clint McCormick Watermaster, Div; 2 BPBC
Lauren Boehlke Secretary – Treasurer, BKID
File

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028
Boise, ID 83707-2028

(208) 334-8300
itd.idaho.gov

January 15, 2016

Trevor Kesner
City of Kuna, Planning and Zoning Department
P.O. Box 13
Kuna, ID 83634

VIA EMAIL

RE: 15-04-AN & 15-03-LS CALHOUN

The Idaho Transportation Department has reviewed the referenced annexation and lot split application for the Calhoun propety at 1425 N. School Ave. west of SH-69. ITD has the following comments:

1. ITD has no objection to the requested application and does not require any mitigation.
2. This property does not abut the State highway system.

If you have any questions, you may contact Shona Tonkin at 334-8341 or me at 332-7191.

Sincerely,

James K. Morrison

James K. Morrison
Development Services Manager
jim.morrison@itd.idaho.gov

Exhibit
B-2

Just call in by noon on Monday to rerun your ad!

EVEN BRAKE SYSTEM-Tow you vehicle with this braking assist Covers all accessories and sold new for $1240. Buy like new for $675. Call for info 884-2121

One- 875-16.5 tire. Rare size, like new $70. Call 884-2121

MISCELLANEOUS

Affordable Piano, guitar, violin, fiddle or ukelele lessons. Private and Fun. All ages and levels.. Please call 283-5750.. (8/12-TFN)

HELP WANTED

Family Medicine Residency of Idaho (Kuna, ID) is looking for someone to serve as health advocate. For more details: http://isu.edu/irh/

Wafla and employer member(s) is offering 348 temporary outdoor agricultural positions. Name and location(s) can be obtained from your nearest State Work Force Agency. Qualified farm workers must have 3 months of agricultural experience with tree fruit and must be legally authorized to work in the United States. A guaranteed wage of $12.42/hour, anticipate a 35 hr. work week and will guarantee 75% of hrs. Free housing available for workers who cannot reasonably return to their residence each day. Tools, supplies, and equipment will be provided. Transportation and subsis-

Wafla and employer member(s) is offering 20 temporary outdoor agricultural positions. Name and location(s) can be obtained from your nearest State Work Force Agency. Qualified farm workers must have 1 month of agricultural experience with tree fruit and must be legally authorized to work in the United States. A guaranteed wage of $12.42/hour, and piece rates offered, anticipate a 35 hr. work week and will guarantee 75% of hrs. Free housing available for workers who cannot reasonably return to their residence each day. Tools, supplies, and equipment will be provided. Transportation and subsistence expenses to the worksite will be provided upon 50% completion of the contract. Positions are available 11/23/2015 through 3/26/2016. Apply at your nearest State Work Force Agency. Please reference job order number WS452306423.

T&L Nursery is offering temporary 17 outdoor agricultural positions in Redmond, WA. Qualified nursery workers must have 1 month of nursery experience and must be legally authorized to work in the United States. A guaranteed wage of $12.42/hour, anticipate a 40 hr. work week and will guarantee 75% of hrs. Free housing available for workers who cannot reasonably return to their residence each day. Tools, supplies, and equipment will be provided. Transportation and subsistence expenses to the worksite will be provided upon 50% completion of the contract. Positions are avail-

☛ Sewing by Suzy. Call Suzy for all your sewing and alteration needs. 703-3878.

WANTED

Bowlers needed for mixed handicap league at Meridian Lanes, Sundays Nights. Call or text 830-3049

WANTED! New or slightly used coats - all sizes to keep Kuna warm. Free coat give-a-way. Drop off at Edward Jones, Post Office or for free pick up or to get a coat call 724-5542

MEETINGS

A l c o h o l i c s A n o n y m o u s If you want to drink, that's your business. If you want to quit, that's our Business. To find a meeting in your local area, visit www.idahoarea18.org

LOST & FOUND

FREE LOST & FOUND ADS!

YARD SALES

Place your yard sale ad here and be seen by thousands of Kuna and Melba residents!

FARM & RANCH

Old Corrals & Barns. We dismantle and/or purchase. Call Anthony at River Valley Wood Work. 208-559-1651

All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise "any preference,

improvements on the greenbelt. These funds would be utilized to; 1) improve the dirt trail behind Indian Creek School attaching to the existing greenbelt at the southeast corner of Indian Creek School to the northwest corner of Indian Creek School at 4th St. 2) Install a trailhead at the south end of Ave. E with paved parking, trees and minimal sod and develop two greenbelt trail access links.

The hearing will include a discussion of the application, scope of work, budget, schedule, and benefits of the project. The application, related documents and RTP Applications will be available for review.

The hearing has been scheduled for January 19, 2016 at 7:00 PM. The meeting will be held at Kuna City Hall located at 763 W. Avalon St., Kuna, ID 83634. Verbal and written comments will be accepted prior to and at the hearing.

The hearing will be held in a facility that is accessible to persons with disabilities. Special accommodations will be available, upon request, five (5) days prior to the hearing in a format that is usable to persons with disabilities. For more information, contact Chris Engels, City Clerk at (208) 387-7727.

Chris Engels
763 W. Avalon St.
Kuna, ID 83634

This Notice can be provided in a format accessible to persons with disabilities and/or persons with limited English proficiency upon request.

Al ser solicitada, ésta notificación puede ser proveída en un formato fácil de usar para personas con discapacidad y/o personas con conocimientos limitados del Inglés.

INVITATION TO BID for the purchase of two standard conventional school buses. Kuna Joint School District No. 3 will accept bids until January 20, 2016 on which bids are due, at 5:00 PM MST time. Bid documents are available at the District office located at 711 East Porter Street, Kuna, ID 83634. Bids must be received by BRENDA SAXTON at the District office Transportation Department. Late bids will not be considered. Bids will be opened in public at the District Office on January 25, 2015 10:00 AM IN THE CONFERENCE ROOM.

Notice is hereby given by the City of Kuna that the following actions are under consideration by the Planning and Zoning Commission:
FILE NUMBERS 15-01-AN (Annexation) and 15-03-LS (Lot Split) – Liberty Investments
PROJECT DESCRIPTION
Applicant requests to Annex approximately 4.7 +/- acre parcel into Kuna City from RUT (Rural-Urban Transitional) to R-6 (Residential District) and C-1 (Commercial). This request proposes to split 3.5 acres from the existing 4.7 for future development.
SITE LOCATION
1425 N. School Ave.
(intersection of Deer Flat Road and School Avenue),
Kuna, Idaho 83634
APPLICANT/ REPRESENTATIVE
Liberty Investments, LLC
PO Box 412
Kuna, Idaho 83634
208. 880.9546
logan@libinc.net
SCHEDULED HEARING DATE
Tuesday, January 26, 2016
6:00 P.M.
STAFF CONTACT
Trevor Kesner, Planner II
Trevor@cityofkuna.com
Phone: 922.5274
Fax: 922.5989

Exhibit
B-3

1/7/2016

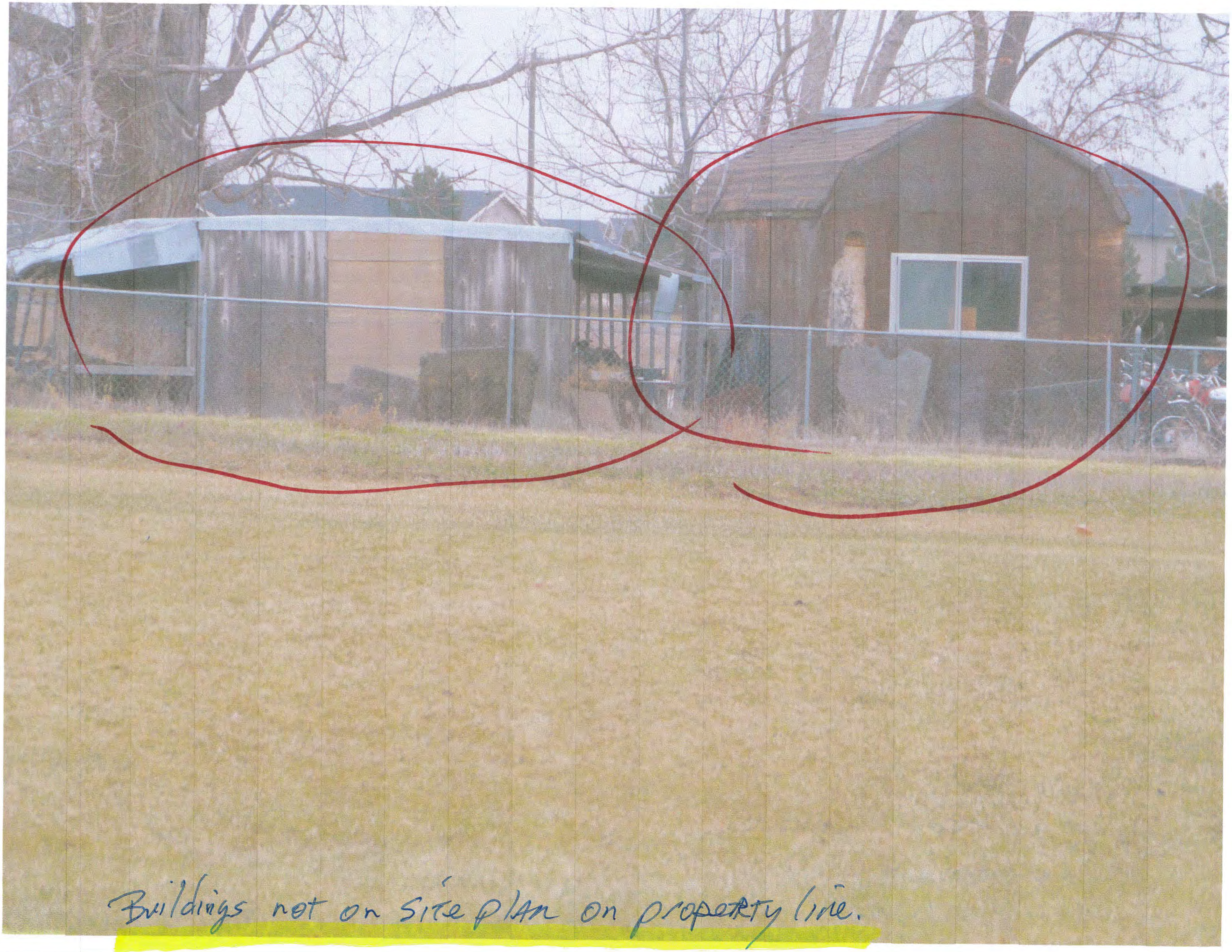
City of Kuna
Planning & Zoning Department
PO Box 13
Kuna, ID 83634

Re: Case 15-03-AN & 15-03-LS (Calhoun)

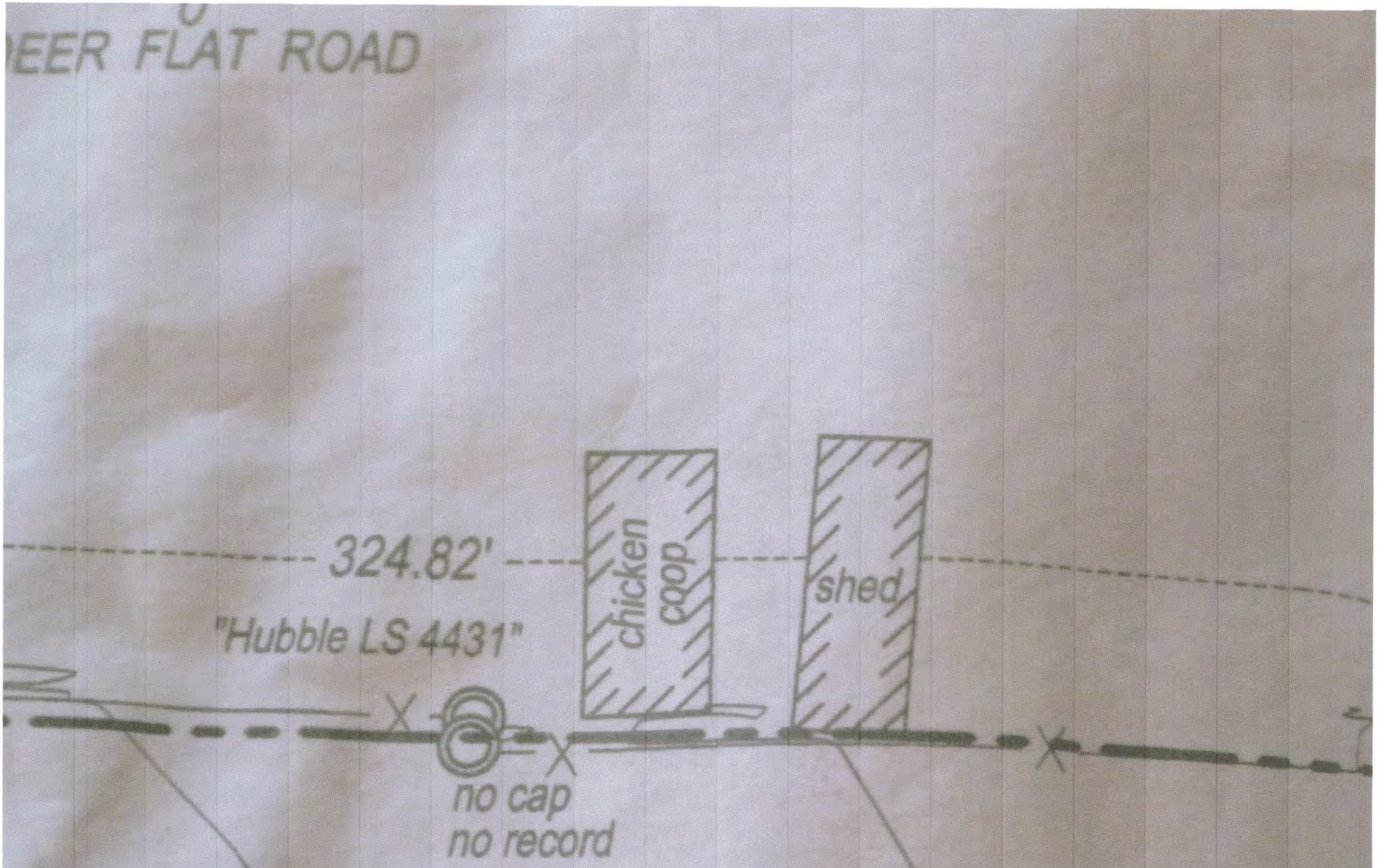
There are 4 issues, that as an adjacent property owner, would like addressed.
1). Encroachment on property line, southern fence is outside surveyed property line.
2). Two additional buildings not represented in conceptual site plan. These are located along the property line. Questions: Why not represented, and disposition with proposed site?
3). There have been issues with irrigation drainage that has flooded along the property line. It became an issue with Calhoun it the past and has to be drained off of irrigated field.
4). An old grow tree is along the Teed Lateral located on the property. The tree has been home to Hawks & Eagles for 20 yrs. There have been chicks raised out of that nest for over 15 years. It would be a shame to lose this asset to the community that declares it's self as the "Gateway to the Birds of Prey", because of an oversight or lack of information.

Scott Nicholas
PO Box 5
Kuna, ID 83634

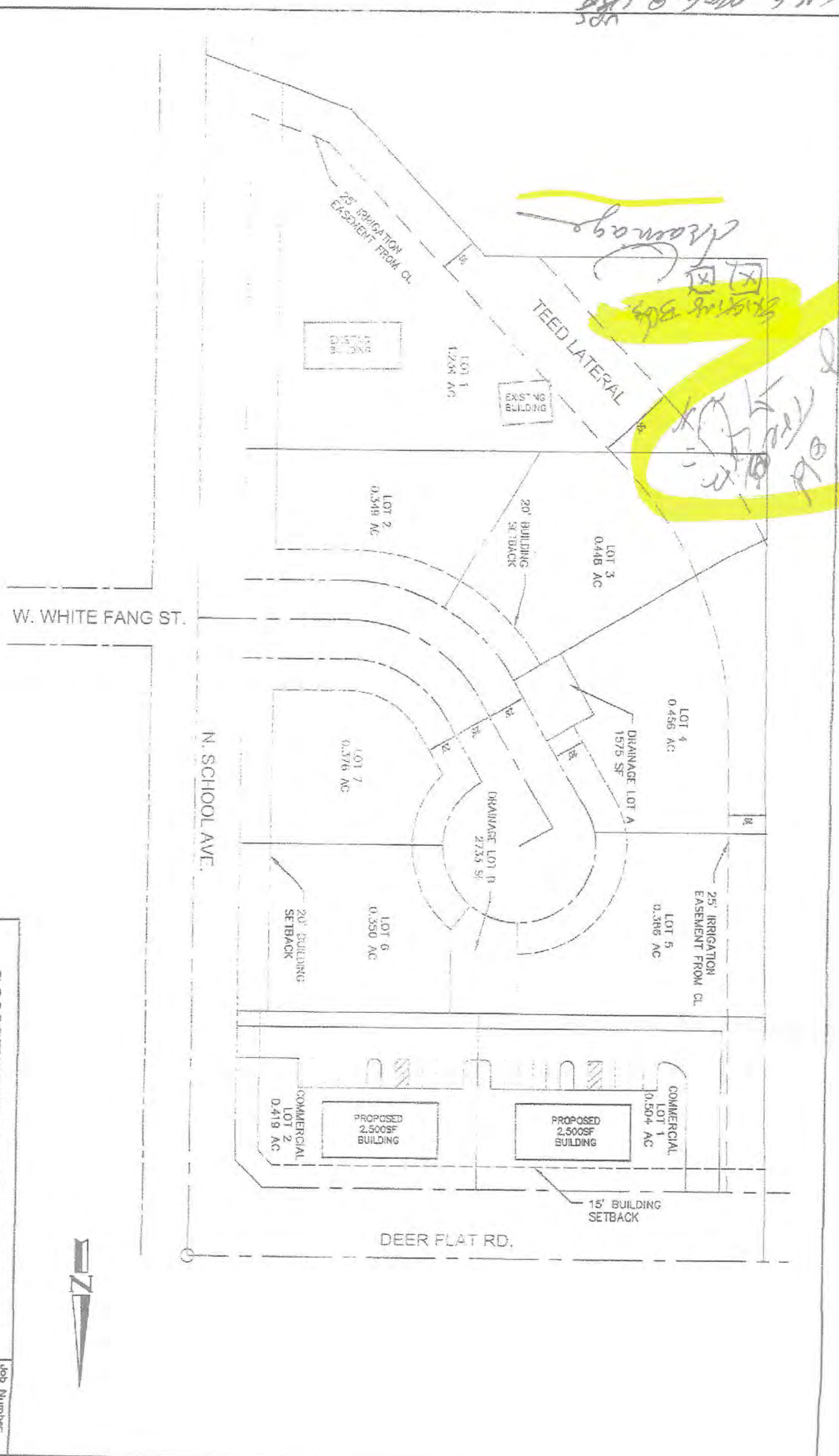
Cc: Liberty Inc
PO Box 412
Kuna, ID 83634



Buildings not on site plan on property line.



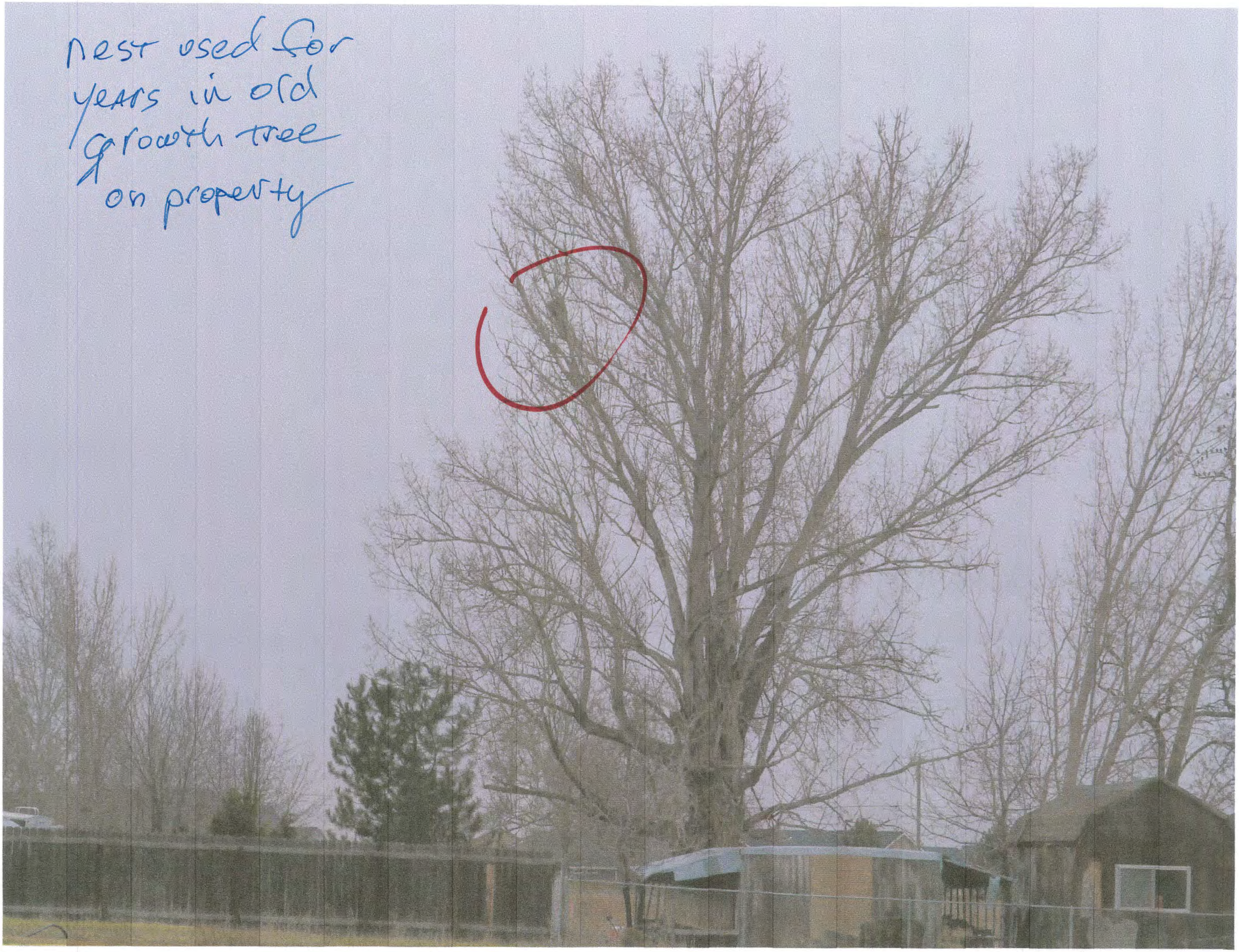
Buildings located Along property line
Hubble Land Survey 4431?



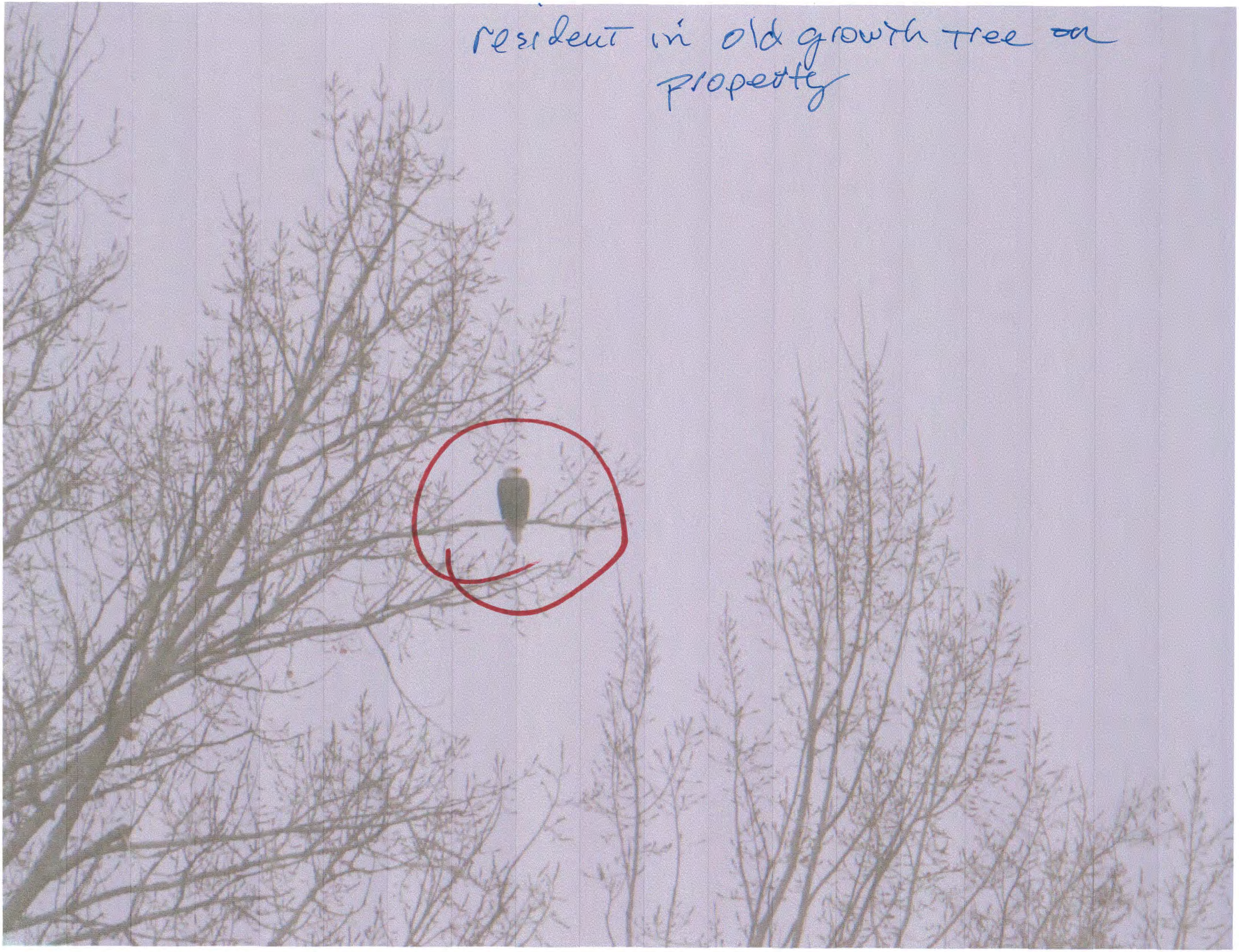
CONCEPTUAL SITE PLAN
DEER FLAT RD & N SCHOOL AVE
KUNA, ADA COUNTY, IDAHO

Job Number: 950020.0000
Date: 2-12-2015
Scale: 1"=40'
Sheet 1 of 1 Sheets

Drawing Name: C:\Projects\950020\Eng\Drawings\...\950020_Site01.dwg
Last Opened: Feb 13, 2015 - 10:50am by: LGlauser


nest used for
years in old
growth tree
on property

resident in old growth tree on property



City of Kuna

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

Design Review Staff Report

To: **Planning and Zoning Commission; acting as Design Review Committee**

Case Numbers: 16-01-DR (Design Review) – Kuna Reel Theater

Location: Merrill Family Shopping Center, at Ridley's Market – SWC of Meridian Rd. and Deer Flat

Planner: Troy Behunin, Senior Planner

Meeting Date: January 26, 2016

Applicant: **Trey Hoff Architecture,** *Trey Hoff*
Hillside Studios
1674 W. Hill Road, Ste. 2
Boise, ID 83702
208.336.5510
treyhoff@cableone.net

Owner: **Reel Theater**; *Robert Denning*
PO Box 191054
Boise, ID, 83719
208.433.1750
rwd@reeltheatre.com

Table of Contents:

A. Course of Proceedings:

1. According to Kuna City Code (KCC) Title 5, Chapter 4, Section 2 (Design Review) and Title 5, Chapter 10 (Signs) Section 4-G-10; all exterior and new commercial monument signs are required to submit an application for review by the Design Review Committee (DRC). As a public meeting item, this action requires no formal public noticing actions.

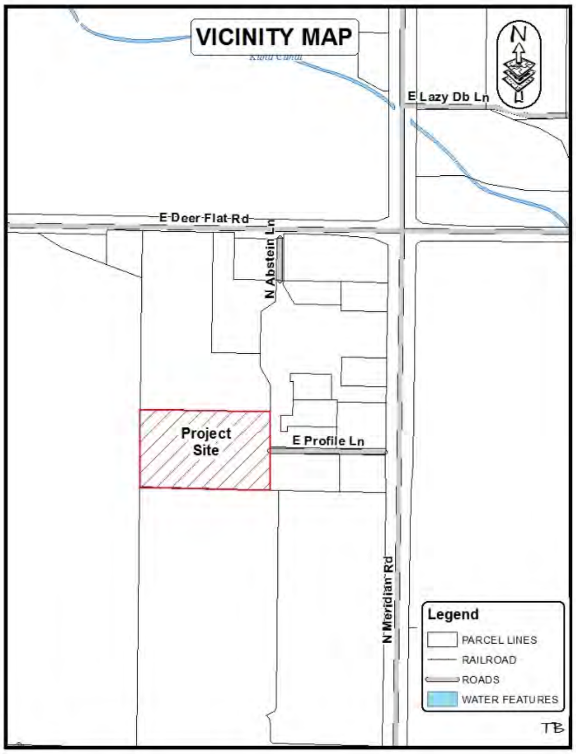
   a. **Notifications**
      i. Agenda January 26, 2016

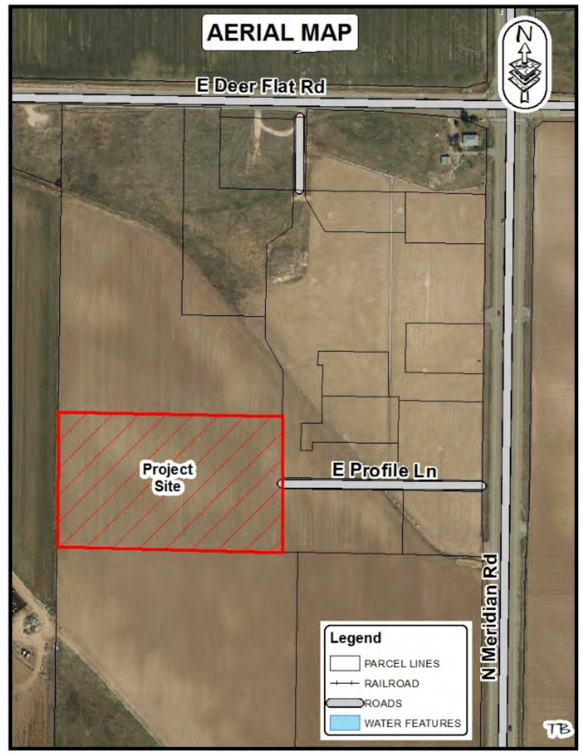
2. In accordance with KCC 5-4-2 and KCC 5-10-4-G-10, this application seeks DRC approval for building, landscaping and parking lot design for the theater.

B. Applicant Request:

1. Applicant requests approval from the Planning and Zoning Commission (acting as Design Review Committee) for a 31,542 square foot new commercial building (Theater), landscaping and parking lot for their site, within the Ridley's Family Commercial Center.

C. Vicinity Maps:





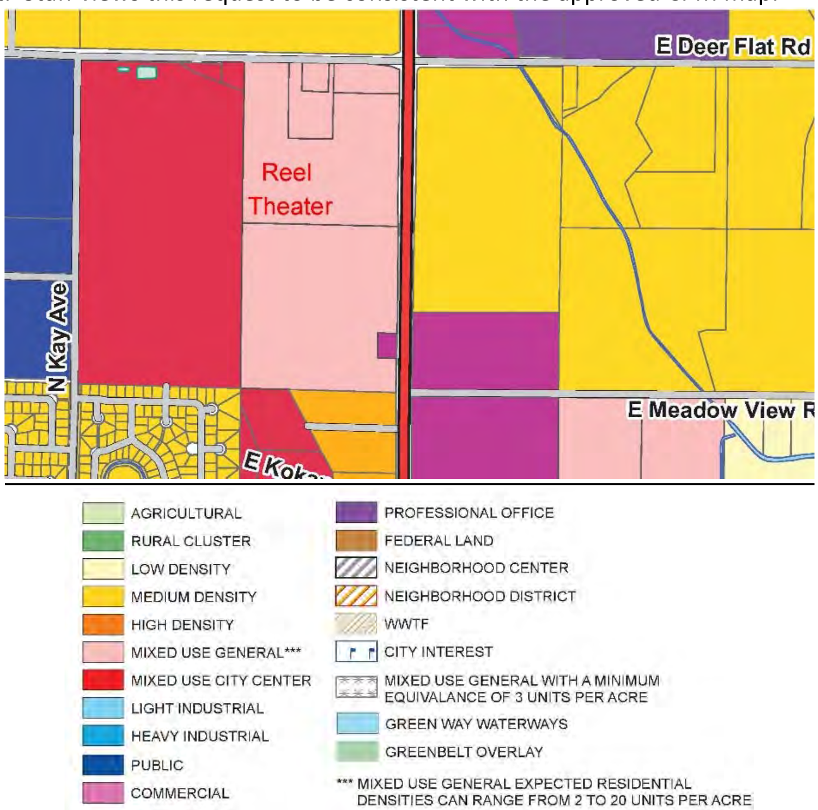
©COPYRIGHTED

D. History:

The property is in the City limits and is zoned C-1 (Neighborhood Commercial District). This parcel has historically been farmed.

E. General Project Facts: This parcel is just west of the Ridley's and Ace stores – Kuna, Idaho. The theater will be approximately 31,542 square feet in size and will seat 1,411 people at capacity. Reel Theater will open with 10 screens (auditoriums), with three more being completed in the future for a total of 13 screens.

1. **Comprehensive Plan Designation:** The Comprehensive Plan Map (CPM) identifies this site as Commercial Business District. Staff views this request to be consistent with the approved CPM map.



2. **Surrounding Land Uses:**

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

3. **Parcel Sizes, Current Zoning, Parcel Numbers:**
   - 16.35 acres (restaurant and bar).
   - C-1, Neighborhood Commercial
   - Parcel No. S1324110090

4. **Services:**

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

5. **Existing Structures, Vegetation and Natural Features:** The property has no existing buildings and has vegetation associated with a farm field.

6. **Transportation / Connectivity:** Approved driveway access ingress/egress on East Profile Lane, south of McDonalds.

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. This site's topography is generally flat.

F. Staff Analysis:

Staff has reviewed the application and finds the proposed building, wall signs, landscaping and parking lot satisfy the intent of Kuna's Codes and fits into the overall vision of the C-1 District and generally conforms to the 'Kuna Architecture' Guidelines.

Staff finds the application for the new commercial building is in substantial conformance with the Design Review Ordinance (Kuna City Code [KCC] Title 5, Chapter 4). The proposed spires are designed at 45' tall. However, they do not fall within the "maximum height limits" of the C-1 zone (35' max) and should be considered a 'height exception' as defined in KCC 5-4-6-B-6 (areas not intended for occupation). The proposed wall signs are in conformance with KCC 5-10-4-G 1. Staff finds the proposed landscaping is *not* in conformance with KCC Title 5 chapter 17, the Landscaping Ordinance. A 20' (min.) wide landscape buffer is required for the west side of the site (see KCC 5-17-13-B-5). The buffer must be located *outside* the public rights-of-way (ROW). Applicant shall install a 5' (min.) sidewalk along the west side frontage. The sidewalk must be entirely within the ROW, or entirely outside of the ROW according to ACHD. If the sidewalk is outside the ROW, an easement must be created for it. The parking lot is in substantial conformance with KCC Title 5 Chapter 9.

Applicant is proposing two phases of development for the building. Reel Theater will open 10 auditoriums initially and eventually finish three additional auditoriums in the future for a total of 13. The shaded auditoriums (#'s 11, 12 and 13), as shown on sheet A2.01 (Dated 1.08.16) will be constructed as a shell, and will remain unfinished. In the future, the owner will complete the insides of those auditoriums. The completion of those auditoriums will require a tenant improvement building permit at time of desired completion.

Applicant will be subject to design review inspections and fees for the inspections (post construction), for compliance verification.

With the staff suggested changes to the landscaping scheme along the west side of the project, staff views the proposed new commercial building, wall signs, landscaping and parking lot to be consistent with the adjacent uses (existing and proposed future uses) and the approved CPM designation. Staff forwards a recommendation of approval for case No. 16-01-DRC to the Design Review Committee.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230.
2. City of Kuna Design Review Ordinance, 2011-08.
3. City of Kuna Comprehensive Plan.
4. City of Kuna Signs Ordinance, 2012-21
5. City of Kuna Landscaping Ordinance, 2012-22
6. City of Kuna Parking Lot Ordinance, 2011-12

H. Proposed Decision by the Commission:

Note: This proposed motion is for approval or denial of this request. However, if the Design Review Committee wishes to approve or deny specific parts of the requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report, the case file and discussion at the public meeting the Design Review Committee of Kuna, Idaho, hereby (approves/denies) Case No. 16-01-DRC, a Design Review request by Trey Hoff Architecture (on behalf of Reel Theater – Robert Denning), with the following conditions of approval:

Conditions of Approval:

1. Signage for the site shall comply with current Kuna City Code, as well as, *obtain a sign permit prior to construction*.
2. Lighting within the site shall comply with the Kuna City Code.
3. Landscaping shall be modified to reflect a 20' Min. buffer on the west side of the site along the street frontage for the theater.
4. A 5' wide (Min.) sidewalk shall be installed along the frontage on the west side of the project. It may be entirely within the Rights-of-Way (ROW) or entirely outside the ROW. Outside the ROW requires a public easement.
5. The applicant shall follow all staff and agency recommendations.
6. The applicant shall comply with all federal, state and local laws.

DATED: This 26th day of January, 2016.

____

Stephanie Wierschem, Vice-Chairman
Kuna Planning and Zoning Commission

ATTEST:

____

Troy Behunin, Senior Planner
Kuna Planning and Zoning Department

TREYHOFF
ARCHITECTURE

City of Kuna
PO Box 13
Kuna, Idaho 83634

January 8, 2016

RE: LETTER OF EXPLANATION, Design Review Application

To whom it may concern:

The project is a new 13 screen movie theater to provide local entertainment to the residents of Kuna and surrounding area. The theater will provide state of the art projection, sound and comfort.

The design of the building uses high-end quality materials with an emphasis on the entry and box-office tower. The entry facade is faced with a unique mixture of colorful composite panels. Colors are maintained with blue hues to create visual interest yet blend well with the changing colors of the sky. Different rectangular and square shapes give the building a vibrant and lively feel. The curved roofs depicts motion and softens the overall massing.

The box tower is a distinctive feature that creates a sense of place and belonging. The tower is the focal point and landmark of the building and creates a vertical break along the horizontal structure.

The buildings mass is well balanced and protected with the use of ground face concrete block wainscot and veneer. Ground face concrete block is a departure from the ordinary use of CMU and provides a natural texture and exposure of aggregate. The ground face block is constructed using a stack bond rather than the typical industrial running bond giving it a more modern and timeless look.

A plaza with colorful and sweeping concrete patterns provide a beautiful approach to the building. Within these patterns are landscape areas and benches for those gathering before and after a movie. Drop off lanes are provided on each side of the roadway for convenience and safety.

The new Reel Theatre will be a wonderful and vibrant addition to the community of Kuna.

Sincerely,

TREY HOFF

Trey Hoff

Trey Hoff, PA, License No. 1941

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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	16-01-DRC
Project name	REEL THEATER
Date Received	1.11.16
Date Accepted/ Complete	1.11.16
Cross Reference Files	—
Commission Hearing Date	1.26.16
City Council Hearing Date	

Type of Review (check all that apply):

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

Contact/Applicant Information

Owners of Record: BOB DENNING Address: PO BOX 141054 City, State, Zip: BOISE, ID. 83714	Phone Number: 433-1750 E-Mail: rwd@reeltheatre.com Fax #:
Applicant (Developer): SAME ABOVE Address: City, State, Zip:	Phone Number: E-Mail: Fax #:
Engineer/Representative: TREY HOFF Address: 1674 W HILL RD, #2 City, State, Zip: BOISE, ID. 83702	Phone Number: 336-5510 E-Mail: treyhoff@cableone.net Fax #:

Subject Property Information

Site Address:	
Site Location (Cross Streets): KUNA MERIDIAN RD & DEER FLAT	
Parcel Number (s):	
Section, Township, Range:	
Property size: APPROX 5.35 ACRES	
Current land use: C1 NA	Proposed land use: C1 MOVIE THEATER
Current zoning district: C1	Proposed zoning district: C1

Project Description

Project / subdivision name: THE REEL THEATRE

General description of proposed project / request: 12 SCREEN MOTION PICTURE THEATER

Type of use proposed (check all that apply):

- ☐ Residential
- ☒ Commercial
- ☐ Office
- ☐ Industrial
- ☐ Other

Amenities provided with this development (if applicable):

Residential Project Summary (if applicable)

Are there existing buildings? ☐ Yes ☐ No

Please describe the existing buildings:

Any existing buildings to remain? ☐ Yes ☐ No

Number of residential units: Number of building lots:

Number of common and/or other lots:

Type of dwellings proposed:

- ☐ Single-Family
- ☐ Townhouses
- ☐ Duplexes
- ☐ Multi-Family
- ☐ Other

Minimum Square footage of structure (s):

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

Percentage of open space provided: Acreage of open space:

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

Non-Residential Project Summary (if applicable)

Number of building lots: 1 Other lots:

Gross floor area square footage: 31,542 Existing (if applicable): NA

Hours of operation (days & hours): 7 & 10 Building height: 45'

Total number of employees: 12 Max. number of employees at one time: 12

Number and ages of students/children: NA Seating capacity: 1411

Fencing type, size & location (proposed or existing to remain): NONE

Proposed Parking:
a. Handicapped spaces: 8 Dimensions: 12
b. Total Parking spaces: 378 Dimensions: 10 & 9'
c. Width of driveway aisle: 32' & 22'

Proposed Lighting: GENERAL PARKING LIGHTS

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): COMMON PLANTERS, HARDSCAPE PLAZA W/ BENCHES

Applicant's Signature: [signature] Date: 1.18.10

City of Kuna
Design Review Application

P.O. Box 13
Kuna, Idaho 83634
(208) 922.5274
Fax: (208) 922.5989
Website: www.cityofkuna.com

FILE NO.: ______

CROSS REF. ______

FILES: ______

The City of Kuna has adopted a Design Review process whose purpose is to make Kuna a pleasant and comfortable place to live and work. This Design Review process is based on standards and guidelines found in the Design Review Ordinance No. 2007-02 and the Architecture and Site Design Booklet. Both of these documents can be found online (www.cityofkuna.com) or are picked up in the City's Planning and zoning department is located at 763 W Avalon, Kuna ID. Staff is glad to assist you with your application form.

The Design Review application applies to the following land use actions:

- ►Multi- family dwellings (3 or more)
- ►Commercial
- ►Industrial
- ►Institutional
- ►Office
- ►Common Area
- ►Subdivision Signage
- ►Proposed Conversions
- ►Proposed changes in land use and/or building use or exterior remodeling
- ►Exterior restoration, and enlargement or expansion of existing buildings, signs or sites.

Application Submittal Requirements

Applicant Use		Staff Use
X	Date of pre- application meeting : NA *Note: Pre-Applications are valid for a period of three (3) months.*	☐
X	A complete Design Review Application form *Note: It is the applicant's responsibility to use a current application.*	☐
X	Detailed letter of explanation or justification for the application, describing the project and design elements, and how the project complies with Design Review standards.	☐
X	One (1) Vicinity Map (8 ½" x 11") at 1" = 300' scale (or similar), label the location of the property and adjacent streets.	☐
X	One 8 ½" x 11" colored aerial photo depicting proposed site, street names, and surrounding area within five-hundred feet (500').	☐
X	Copy of Deed; and, if the applicant is not the owner, an **original** notarized statement (affidavit of legal interest) from the owner (and all interested parties) stating the applicant is authorized to submit this application.	☐

☒ Detailed site, landscape, drainage plan, elevation and to scale. *(No smaller than 1"=30', unless otherwise approved.)* ☐

☒ **One of each plan** (site, landscape, drainage plan and elevations) is required to be submitted in the following plan sizes: ☐

(1) 24" X 36" TO SCALE COPIES
(1) 11" X 17" REDUCTIONS
(1) 8 ½" x 11" REDUCTIONS

☒ Provide a color rendering and material sample board specifically noting where each color and material is to be located on the structure. ☐
Note: Provide photo of the colored rendering and material samples board to City Staff electronically in a JPG or PDF format.

☒ The Applicant is obligated to provide a site plan that graphically portrays the site and includes the following features: ☐

Site Plan

Applicant Use		Staff Use
☐	North Arrow	☐
☐	To scale drawings	☐
☐	Property lines	☐
☐	Name of "Plan Preparer" with contact information	☐
☐	Name of project and date	☐
☐	Existing structures, identify those which are to be relocated or removed	☐
☐	On-site and adjoining streets, alleys, private drives and rights-of-way	☐
☐	Drainage location and method of on-site retention / detention	☐
☐	Location of public restrooms	☐
☐	Existing / proposed utility service and any above-ground utility structures and their location	☐
☐	Location and width of easements, canals and drainage ditches	☐
☐	Location and dimension of off-street parking	☐
☐	Locations and sizes of any loading area, docks, ramps and vehicle storage or service areas	☐
☐	Trash storage areas and exterior mechanical equipment, with proposed method of screening	☐
☐	Sign locations *(a separate sign application must be submitted with this application)*	☐
☐	On-site transportation circulation plan for motor vehicles, pedestrians and bicycles	☐
☐	Locations and uses of ALL open spaces	☐
☐	Locations, types and sizes of sound and visual buffers *(Note: all buffers must be located outside the public right-of-way)*	☐
☐	Parking layout including spaces, driveways, curb cuts, circulation patterns, pedestrian walks and vision triangle	☐
☐	Locations of subdivision lines *(if applicable)*	☐
☐	Illustration that demonstrates adequate sight distance is provided for motor vehicles, pedestrians and bicycles	☐
☐	Location of walls and fences and indication of their height and material of construction	☐
☐	Roofline and foundation plan of building, location on the site	☐
☐	Location and designations of all sidewalks	☐
☐	Location and designation of all rights-of-way and property lines	☐

X **Landscape and Streetscape Plan**

The landscape and streetscape plans need to be drawn by the project architect, professional landscape architect, landscape designer, or qualified nurseryman for development's possessing more than twelve thousand (12,000) square feet of private land. The landscaped and streetscape plans must be colored. The Planning Director or City Forester may require the preparation of a landscape plan for smaller developments by one of the noted individuals if the lot(s) have unique attributes.

Applicant Use		Staff Use
X ☐	North Arrow	☐
☐	To scale drawings	☐
☐	Boundaries, property lines and dimensions	☐
☐	Name of "Plan Preparer" with contact information	☐
☐	Name of project and date	☐
☐	Type and location of all plant materials and other ground covers. *Please review the City's plant list and rely upon it to identify the site's planting strategy. Include botanical and common name, quantity, spacing and sizes of all proposed landscape materials at the time of planting, and at maturity. A list of acceptable trees is available upon request from City Planning Staff. If there are any questions, please contact the City Forester, Natalie Reeder, at 208.880.0953*	
☐	Existing vegetation identified by specific size. Identify those which are proposed to be relocated or removed.	☐
☐	Method of irrigation. *Note: All plant materials, except existing native plants not damaged during construction or xeriscape species shown not to require regular watering, shall be irrigated by underground sprinkler systems set on a timer in order to obtain proper watering duration and ease of maintenance.*	☐
☐	Location, description, materials, and cross-sections of special features, including berming, retaining walls, hedges, fencings, fountains street/pathway furniture *(benches, etc.), etc.*	☐
	Sign locations *Note: A separate sign application must be submitted with this application*	
☐	Locations and uses for open spaces	☐
☐	Parking layout including spaces, driveways, curb cuts, circulation patterns, pedestrian walks and vision triangle	☐
☐	Illustration that demonstrates adequate sight distance is provided for motor vehicles, pedestrians and bicycles	☐
☐	Location and designations of all sidewalks	☐
☐	Engineered grading and drainage plans: A generalized drainage plan showing direction drainage with proposed on-site retention. Upon submission of building/construction plans for an approved design review application, a detailed site grading and drainage plan, prepared by a registered professional engineer (PE) shall be submitted to the City for review and approval by the City Engineer.	☐

Building Elevations

Applicant Use		Staff Use
☒	Detailed elevation plans of each side of any proposed building(s) or additions(s) *Note: Four (4) elevations to include all sides of development and must be in color*	☐
☒	Identify the elevations as to north, south, east, and west orientation	☐
☒	Colored copies of all proposed building materials and indication where each material and color application is to be located *Note: Submit as 11"x17" reductions*	☐
NONE ☐	Screening/treatment of mechanical equipment	☐
☒	Provide a cross-section of the building showing any roof top mechanical units and their roof placement	☐
☒	Detailed elevation plans showing the materials to be used in construction of trash enclosures	☐

Lighting Plan

Applicant Use		Staff Use
☒	Exterior lighting including detained cut sheets and photometric plan (pedestrian, vehicle, security, decoration)	☐
☒	Types and wattage of all light fixtures 250wt 1000 w LED FIXTURES *Note: The City encourages use of "dark sky" lighting fixtures*	☐
☒	Placement of all light fixtures shown on elevations and landscaping plans	☐

Roof Plans

Applicant Use		Staff Use
☒	Size and location of all roof top mechanical units	☐

Design Review Application

Applicant: TREY HOPF Phone: 336-5510

☐ Owner ☒ Representative Fax/Email: treyhopf@cableone.net

Applicant's Address: 1674 W. HILL RD., STUDIO 2

BOISE, ID. Zip: 83703

Owner: ROBERT DENNING Phone: 433-1750

Owner's Address: P.O. BOX 191054 Email: rwd@reeltheatre.com

BOISE, ID 83719 Zip: 83719

Represented By: *(if different from above)* Phone:

Address: Email:

Zip:

Address of Property:

Zip:

Distance from Major Cross Street: FROM ENTRY DOORS 958' N & 1092' E TO INTERSECTION OF DEER FLAT & KUNA-MERIDIAN RD. Street Name(s): DEER FLAT KUNA-MERIDIAN

Please check the box that reflects the intent of the application

☒ **BUILDING DESIGN REVIEW**
☐ **SUBDIVISION / COMMON AREA LANDSCAPE**
☐ **DESIGN REVIEW MODIFICATION**
☐ **STAFF LEVEL APPLICATION**

This Design Review application is a request to construct, add or change the following: *(Briefly explain the nature of the request.)*

A 32,000 SF (13) SCREEN MOVIE THEATER.

1. Dimension of Property: APPROXIMATELY 615' x 400' (5.63 ACRES)
2. Current Land Use(s): C.1
3. What are the land uses of the adjoining properties?
   - North: C1 UNDEVELOPED FUTURE COMMERCIAL
   - South: R.6 UNDEVELOPED FARMLAND FUTURE RESIDENTIAL
   - East: C-1 COMMERCIAL
   - West: RUT (ADA COUNTY) UNDEVELOPED FARMLAND
4. Is the project intended to be phased, if so what is the phasing time period? NO

   Please explain:
5. The number and use(s) of all structures: 1 STRUCTURE - THEATER
6. Building heights: 45' Number of stories: 2

The height and width relationship of new structures shall be compatible and consistent with the architectural character of the area and proposed use.

Note: The maximum building height for each zoning district is as follows:

L-O: 35'	C-2: 60'	CBD: 80'	M-2: 60'	P: 60'
C-1: 35'	C-3: 60'	M-1: 60'	M-3: 60'	

7. What is the percentage of building space on the lot when compared to the total lot area? 13.28%
8. Exterior building materials & colors: *(Note: This section must be completed in compliance with the City of Kuna Ordinance No. 2007-21A (as amended); found online at (www.cityofkuna.com) under the City Code.*

MATERIAL METAL (@ CURVED ROOF) **COLOR** LIGHT GREY

Roof: TPO (THERMOPLASTIC POLYOLEFIN) WHITE

Walls: (State percentage of wall coverage fro each type of building material below for each frontage wall) If there is not adequate space to identify the various building materials and applications, please list them on the attached sheet of this application. Please attach photos to support application types.

% of Wood application: NA /

% EIFS: (Exterior Insulation Finish System) 40 / LIGHT GREY

% Masonry: 30 / MED GREY / GROUND FACE MIX

% Face Block: 17 /

% Stucco: /

& other material(s): SWISS PEARL PANELS 12 / LT, MED & DARK BLUE

List all other materials:

Windows/Doors: STOREFRONT ALUMINUM. 4 / ~~ANODIZED~~ ALUMINUM

(Type of window frames & styles / doors & styles, material) SC STEEL / MED GREY (MATCH CMU)

Soffits and fascia material: EIFS / LIGHT GREY W/SIGNAGE

Trim, etc.: STEEL COLUMNS / LT GREY

Other: ______ / ______

9. Please identify Mechanical Units:

   Type/Height: RTU

   Proposed Screening Method: NONE ; UNITS ARE LOCATED TO CENTER OF BUILDING

10. Please identify trash enclosure: *(size, location, screening & construction materials)*

    21'-4" X 12'-0" ; SW SIDE OF BUILDING (DETACHED) ; GROUND FACE CMU TO MATCH BUILDING.

11. Are there any irrigation ditches/canals on or adjacent to the property? NO ON-SITE GRAVITY IRRIGATION. THERE IS A GRAVITY IRRIGATION MAIN LINE 60 FT NORTH OF THE NE CORNER OF SITE

    If yes, what is the name of the irrigation or drainage provider?

12. Fencing: *(Please provide information about new fencing material as well as any exiting fencing material)*

    NONE

    Type:

    Size:

    Location:

    (Please note that the City has height limitations of fencing material and requires a fence permit to be obtained prior to installation)

13. Proposed method of On-site Drainage Retention/Detention:

    SD INLETS, SAND & GREASE TRAPS & SHALLOW SUB-SURFACE DISPOSAL. SEE 2

14. Percentage of Site Devoted to Building Coverage: 32563 SF (.748 ac) 13.58%

    % of Site Devoted to Landscaping: *(Including landscaped rights-of-way)* 14.06 Square Footage: 34486 SF (.792 ac)

    % of Site that is Hard Surface: *(Paving, driveways, walkways, etc.)* 67.71 Square Footage: 166039 SF (3.812 acres)

    % of Site Devoted to other uses:

    Describe:

    % of landscaping within the parking lot (landscaped islands, etc.): 12123 SF (.278 ac)

15. For details, please provide dimensions of landscaped areas within public rights-of-way:

    NA

16. Are there any existing trees of 4" or greater in caliper on the property? *(Please provide the information on the site plans.)*

    If yes, what type, size and the general location? *(The City's goal is to preserve existing tree with greater than a four inch (4") caliper whenever possible):*

    NO

17. Dock Loading Facilities: (2) OVERHEAD DOORS (NO DOCK)

    Number of docking facilities and their location:

    Method of screening:

18. Pedestrian Amenities: *(bike racks, receptacles, drinking fountains, benches, etc.)*

    BIKE RACKS, BENCHES

19. Setbacks of the proposed building from property lines:

N Front 122.05'-feet S ~~Rear~~ 20' -feet E Side 213.7' -feet W ~~Side~~ 139.14-feet

20. Parking requirements:

Total Number of Parking Spaces: 377 Width and Length of Spaces: 243 (10x20)

Total Number of ~~Compact~~ other Spaces ~~8'x17'~~ 9x20: 126 (9x20)

21. Is any portion of the property subject to flooding conditions? Yes ____ No X

FLOOD ZONE X

IF THE PLANNING DIRECTOR OR DESIGNEE, THE DESIGN REVIEW BOARD AND/OR THE CITY COUNCIL DETERMINE THAT ADDITIONAL AND/OR REVISED INFORMATION IS NEEDED, AND/OR IF OTHER UNFORESEEN CIRCUMSTANCES ARISE, ANY DATES OUTLINED FOR PROCESSING MAY BE RECHEDULED BY THE CITY. APPLICANT/REPRESENTATIVE MUST ATTED THE DESIGN REVIEW BOARD MEETING/PLANNING AND ZONING MEETINGS.

The Ada County Highway District may also conduct public meetings regarding this application. If you have questions about the meeting date or the traffic that this development may generate or the impact of that traffic on streets in the area, please contact the Ada County Highway District at 208.387.6170. In order to expedite you request, please have ready the file number indicated in this notice.

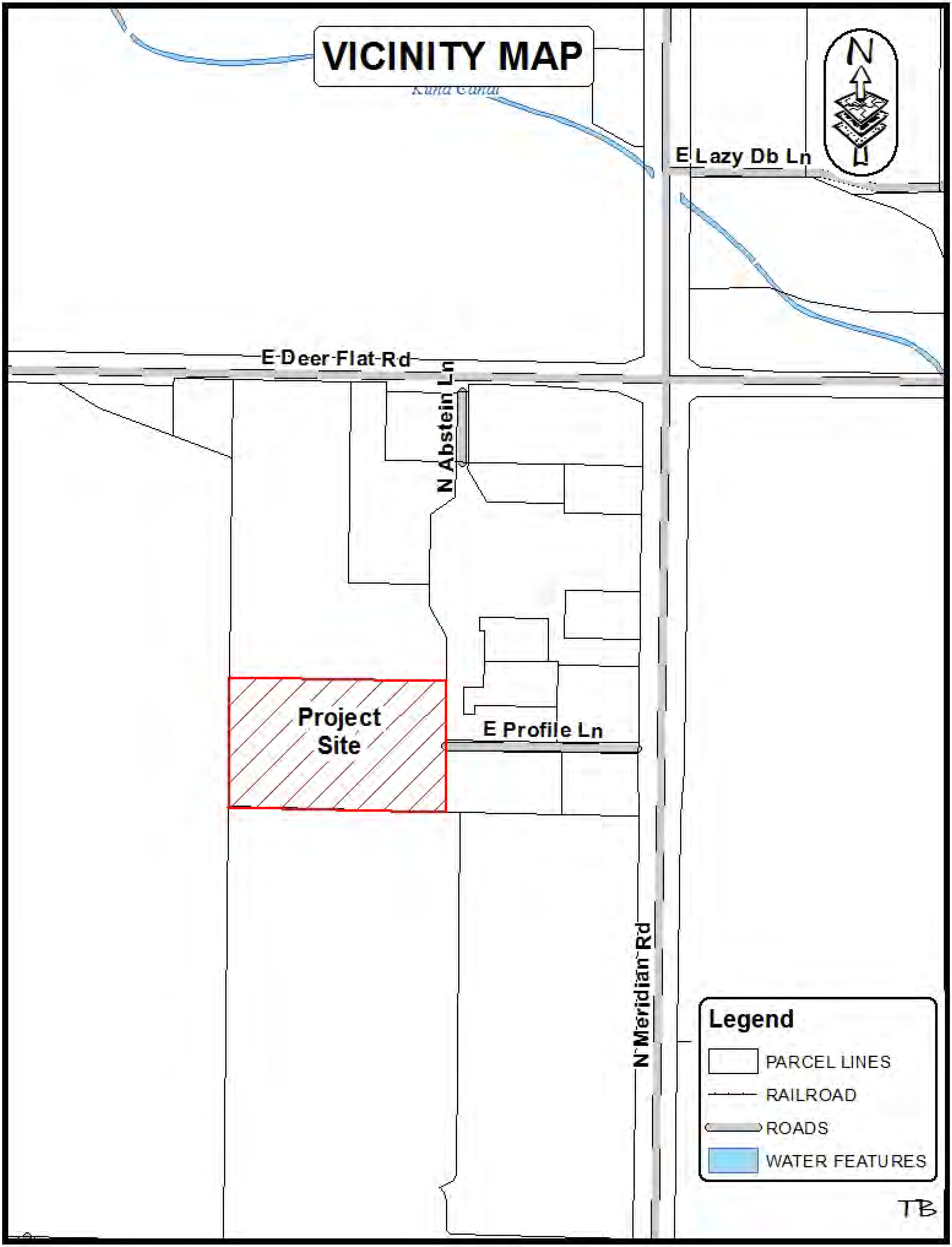
Signature of Applicant TREY HOFER Date 1.8.16

City staff comments:

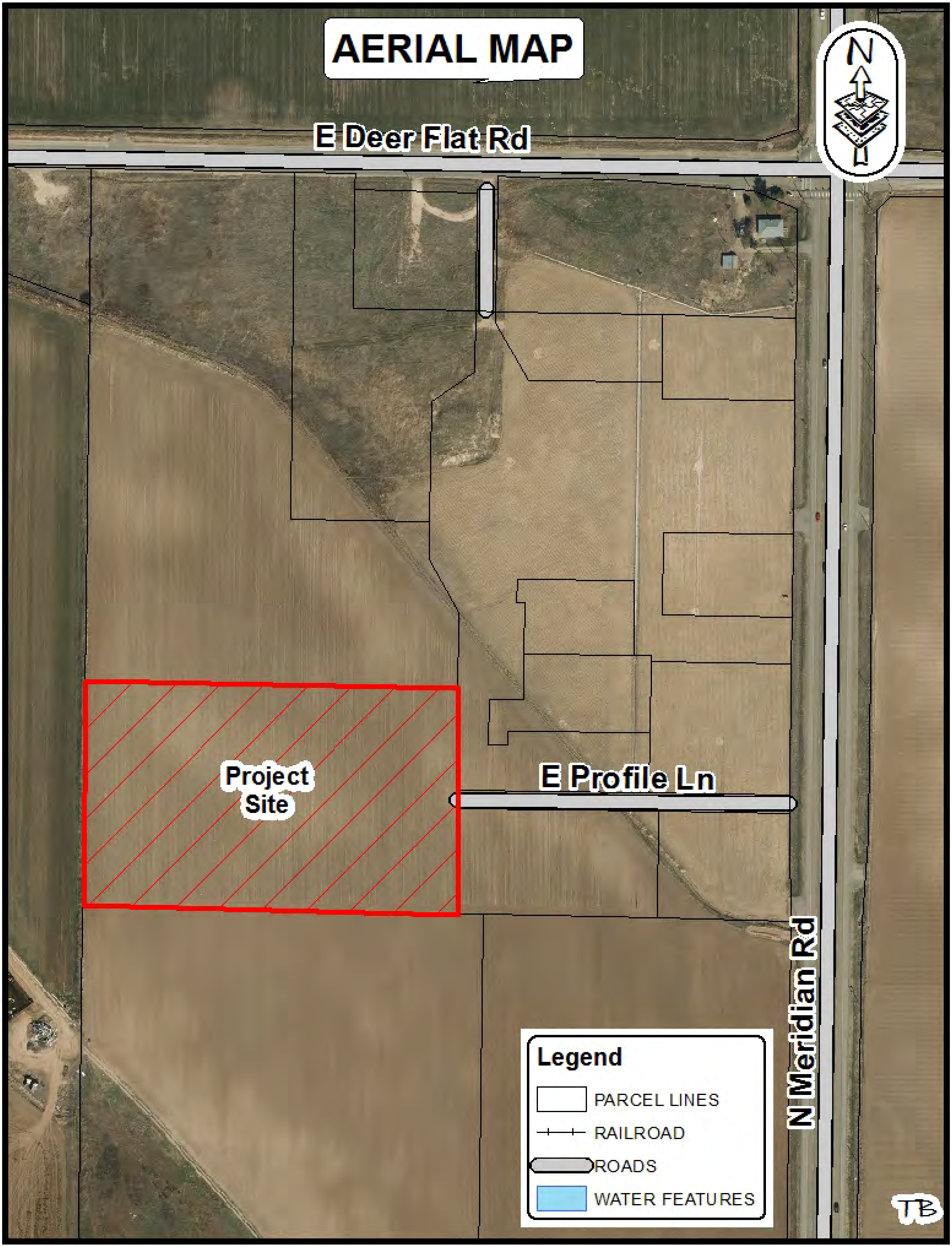
Signature of receipt by City Staff ____________________ Date ________

FOR ADDITIONAL INFORMATION:

(Please list page number and item in reference)

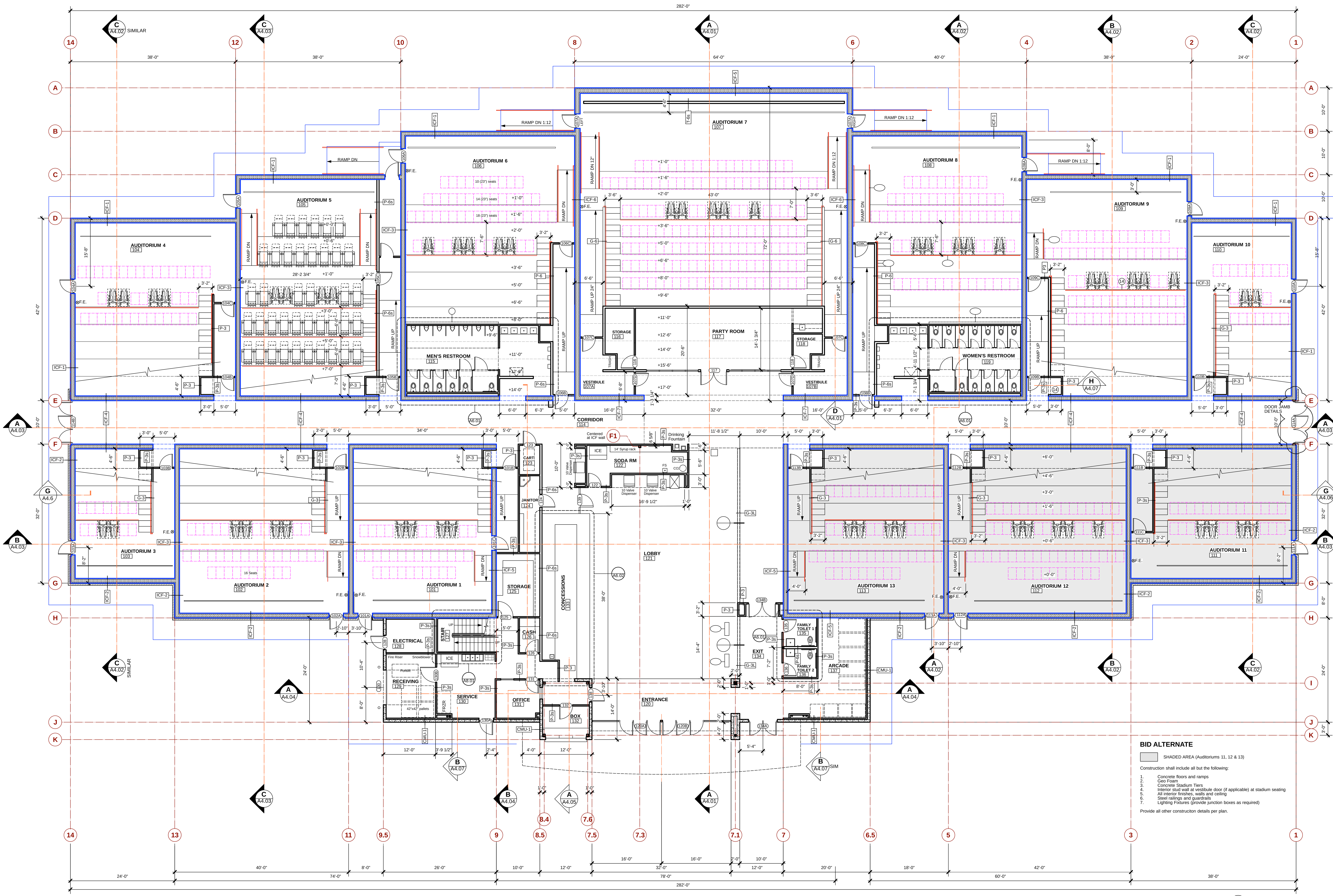


VICINITY MAP
N
Kuna Canal
E Lazy Db Ln
E Deer Flat Rd
N Abstein Ln
Project Site
E Profile Ln
N Meridian Rd
Legend
PARCEL LINES
RAILROAD
ROADS
WATER FEATURES
TB


AERIAL MAP
N
E Deer Flat Rd
E Profile Ln
N Meridian Rd
Project Site
Legend
PARCEL LINES
RAILROAD
ROADS
WATER FEATURES
TB


REEL THEATER
KUNA
Ridley's
McDonald's
E Deer Flat Rd
N Meridian Rd
69
© 2016 Google
Google earth


SWISS PEARL FACADE PANELS
Hawaiian Blue
SWISS PEARL
CARAT Azurite 7040
METAL ROOFING
At curved roof areas
SWISS PEARL
CARAT Azurite 7041
GROUND FACE CMU
Building Facade, Wainscot, Veneer & Trash Enclosure
SWISS PEARL
CARAT Azurite 7043
EIFS
EXTERIOR INSULATION FINISH SYSTEM
EXTERIOR DOORS
AUDITORIUM EXITS
REEL THEATRE - KUNA, IDAHO
TREY HOFF ARCHITECTURE



BID ALTERNATE

SHADED AREA (Auditoriums 11, 12 & 13)

Construction shall include all but the following:

1. Concrete floors and ramps
2. Geo Foam
3. Concrete Stadium Tiers
4. Interior stud wall at vestibule door (if applicable) at stadium seating
5. All interior finishes, walls and ceiling
6. Steel railings and guardrails
7. Lighting Fixtures (provide junction boxes as required)

Provide all other construciton details per plan.

REFERENCE NOTES

1. Continuous 1 1/4" Dia. steel handrail; paint
IBC Reference: 1028.13 Exception 3
2. Continuous 1 1/4" Dia. steel handrail; paint
Return handrail to wall
3. Continuous 1 1/4" Dia. steel guardrail; paint

REVISIONS

DATE

The Reel Theatre
KUNA, IDAHO
www.reeltheatre.com

CONSULTANT

TREYHOFF
ARCHITECTURE
The Waterfront
3050 Lake Harbor Lane
Suite 248,
Boise, Idaho 83703
208 336 5510

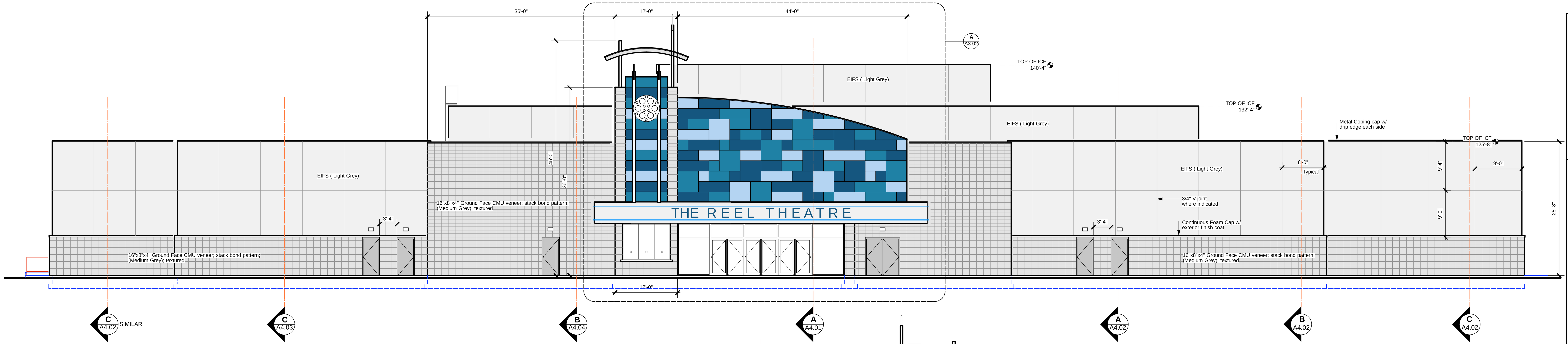
RESUBMITTAL DATE

DATE January 7, 2016

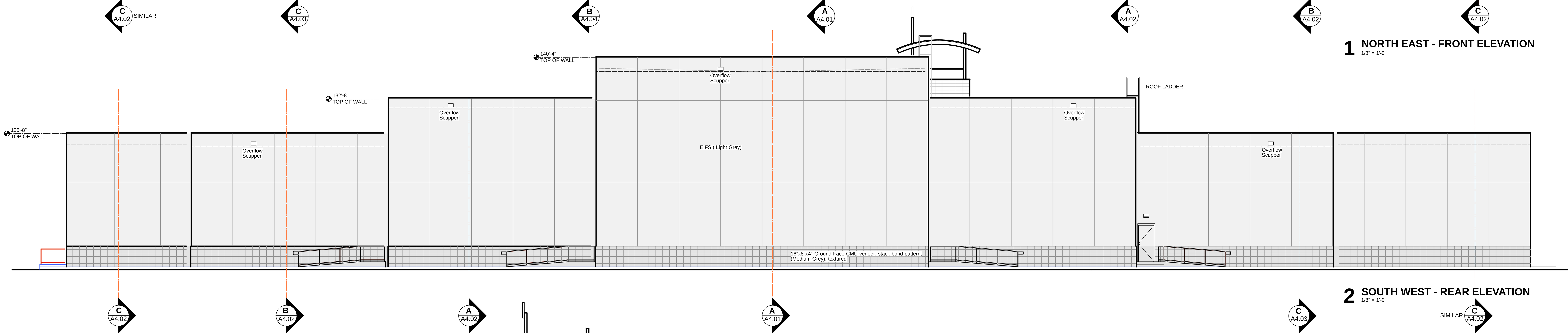
PROJECT NUMBER 2016.01

1ST FLOOR PLAN

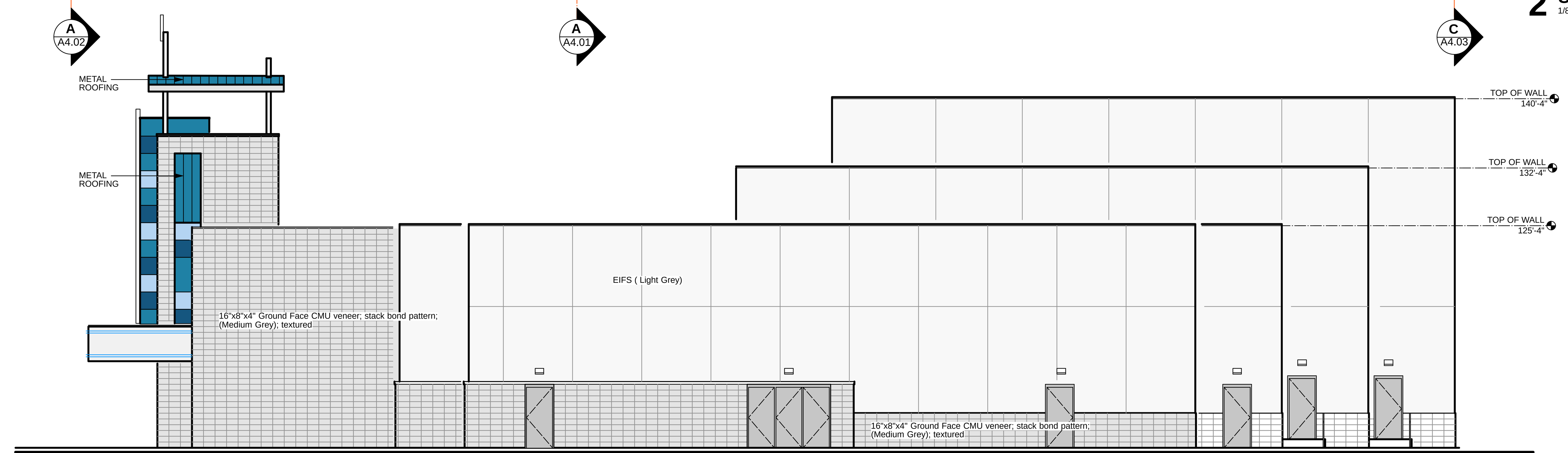
A2.01



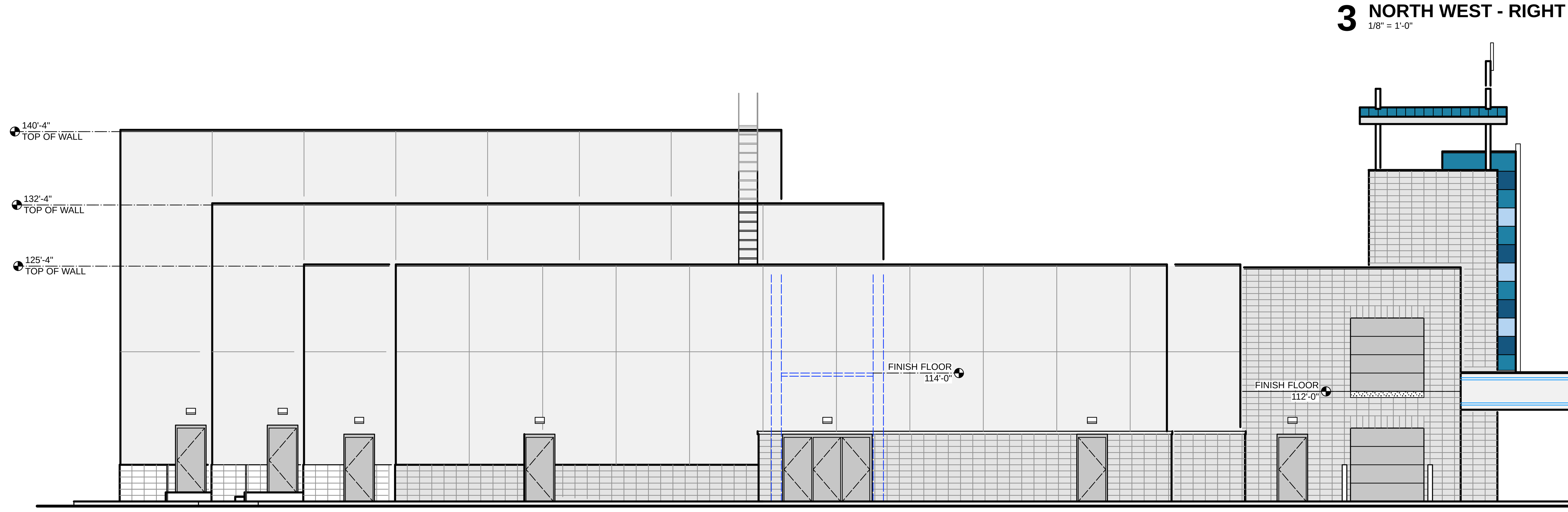
1 NORTH EAST - FRONT ELEVATION
1/8" = 1'-0"



2 SOUTH WEST - REAR ELEVATION
1/8" = 1'-0"



3 NORTH WEST - RIGHT ELEVATION
1/8" = 1'-0"



4 SOUTH EAST - LEFT ELEVATION
1/8" = 1'-0"

REVISIONS
DATE

The Reel Theatre
www.reeltheatre.com
KUNA, IDAHO

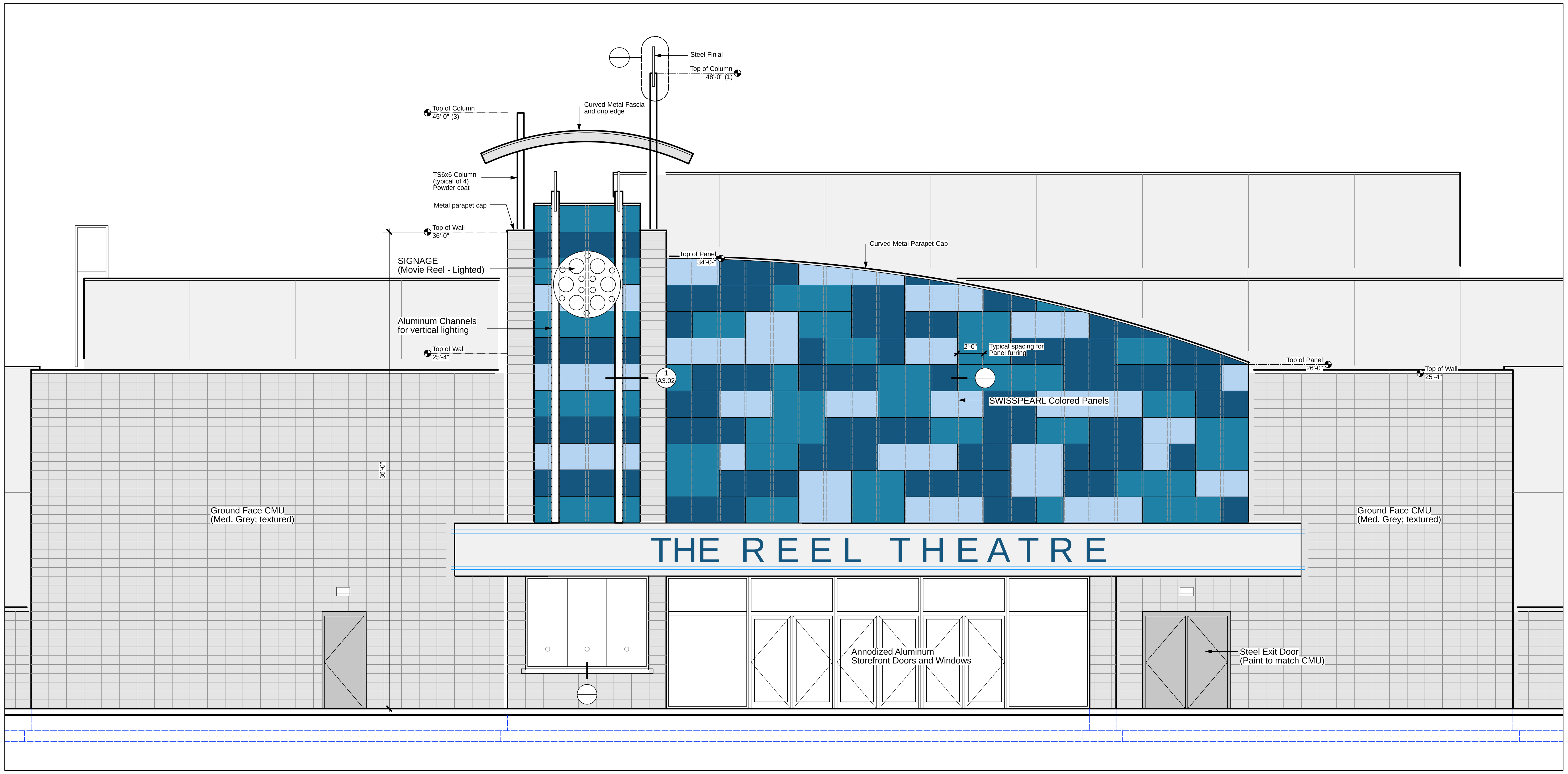
CONSULTANT

TREYHOFF ARCHITECTURE
The Waterfront
3050 Lake Harbor Lane
Suite 248,
Boise, Idaho 83703
208 336 5510

RESUBMITTAL DATE
DATE January 7, 2016
PROJECT NUMBER 2016.01

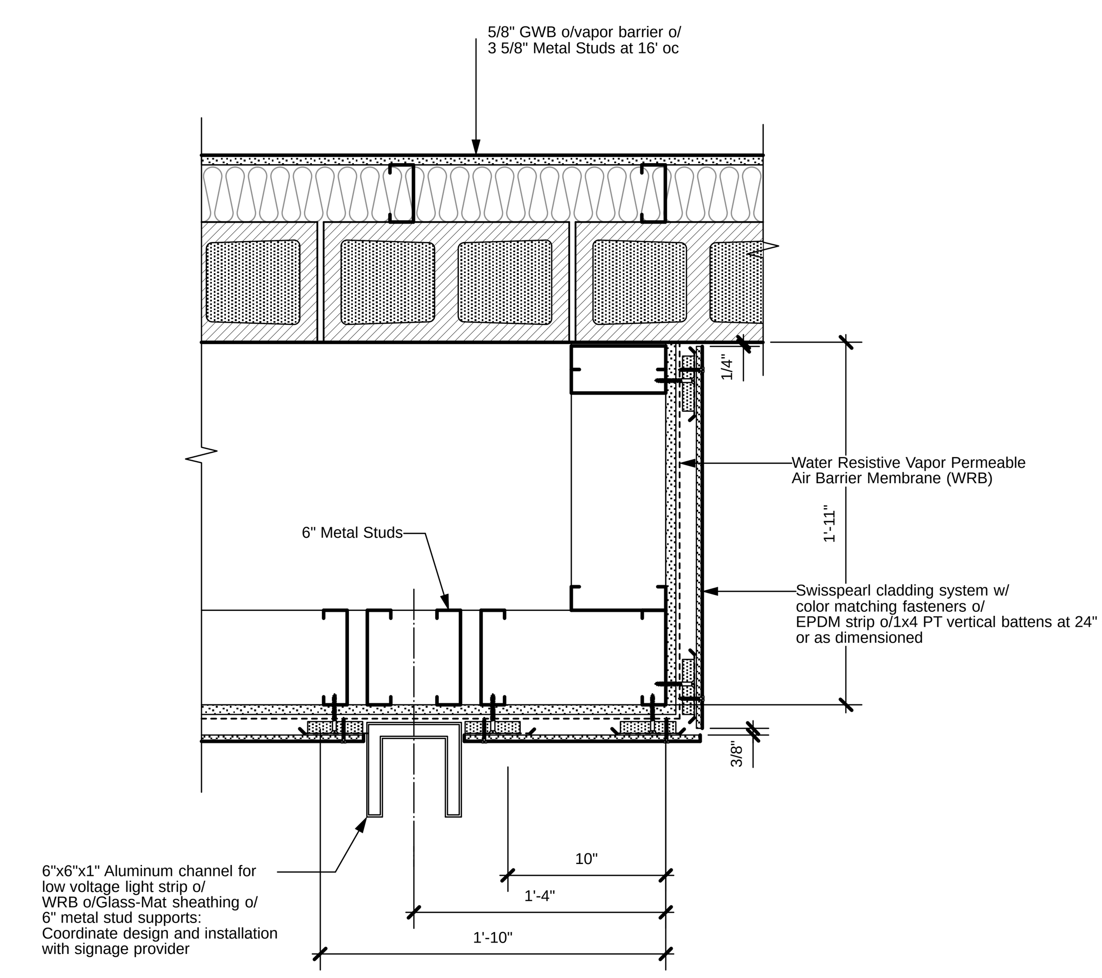
EXTERIOR ELEVATIONS

A3.01



A FACADE ELEVATION

1/4" = 1'-0"



1 TOWER PLAN DETAIL

1 1/2" = 1'-0"

REVISIONS

DATE

The Reel Theatre®

www.reeltheatre.com

KUNA, IDAHO

CONSULTANT

TREYHOFF ARCHITECTURE

The Waterfront
3050 Lake Harbor Lane
Suite 248
Boise, Idaho 83703
208 336 5510

In the performance of professional services the application of professional judgement is required. The preparation of these documents does not imply that all details and specifications are covered. The Contractor is required by the general conditions of construction contracts to perform work and to furnish materials and equipment that reasonably could be inferred from the contract documents, or from prevailing custom or trade practices, as being required to produce the intended result whether or not specifically designated.

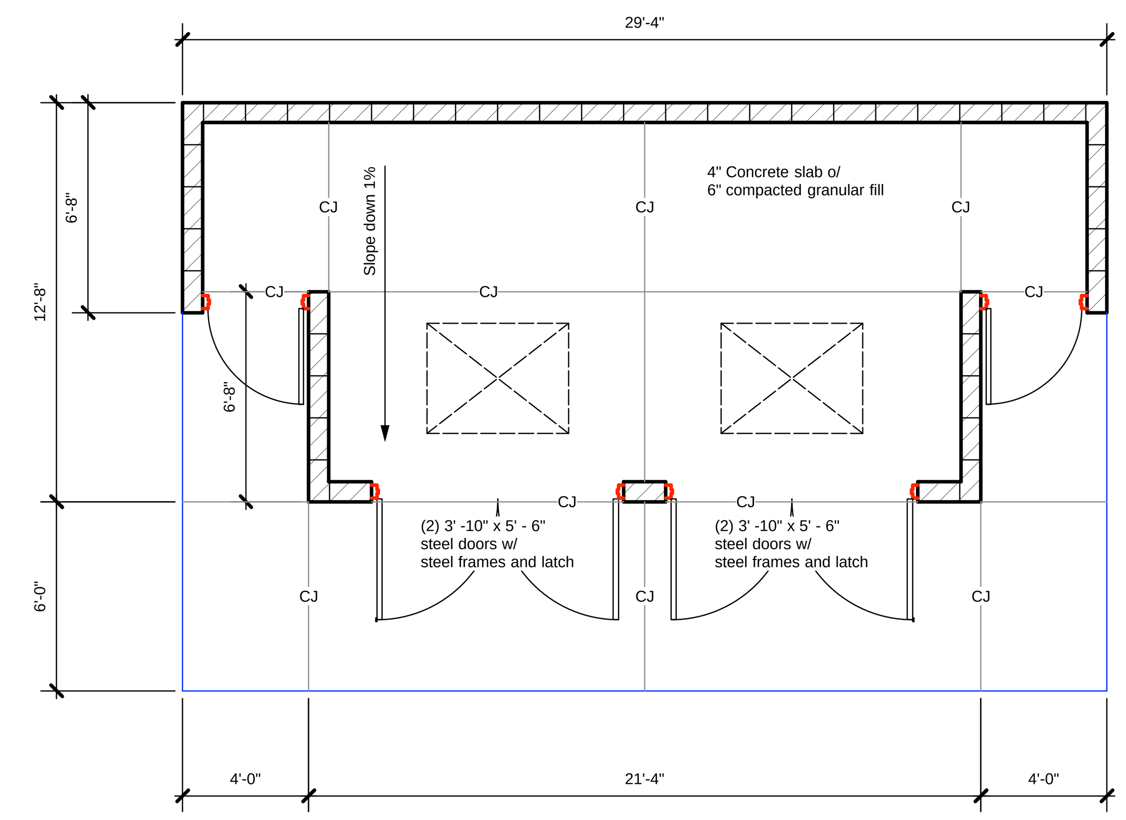
RESUBMITTAL DATE

DATE January 7, 2016

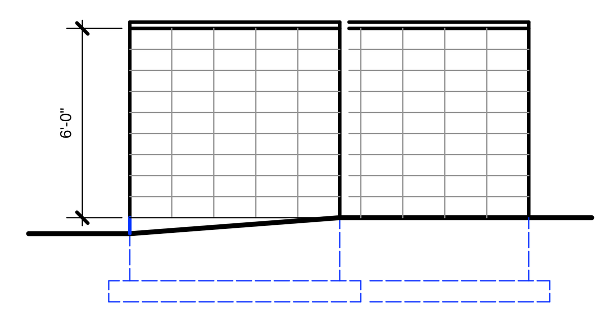
PROJECT NUMBER 2016.01

FACADE ELEVATION

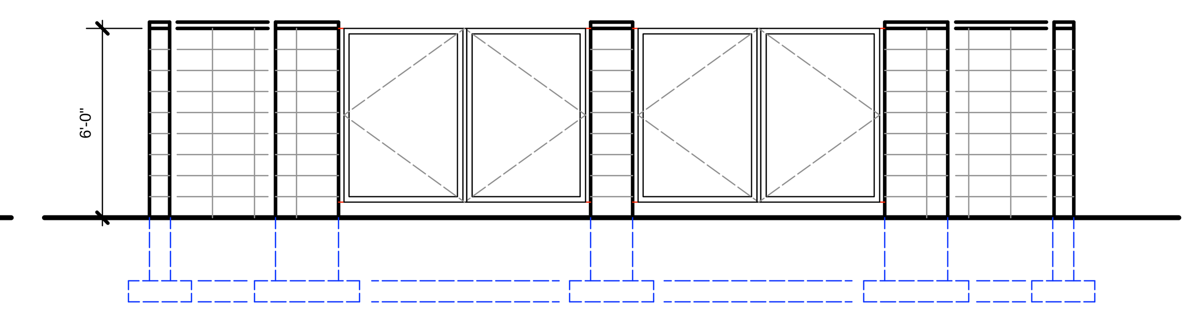
A3.02



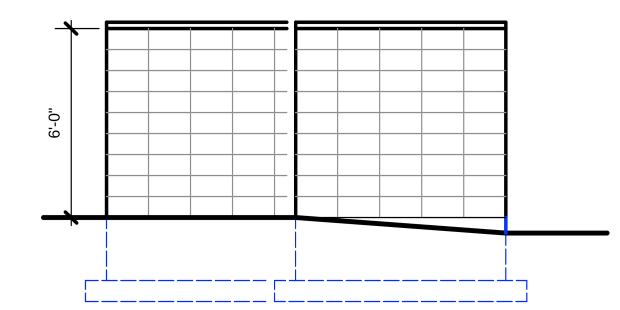
TRASH ENCLOSURE PLAN



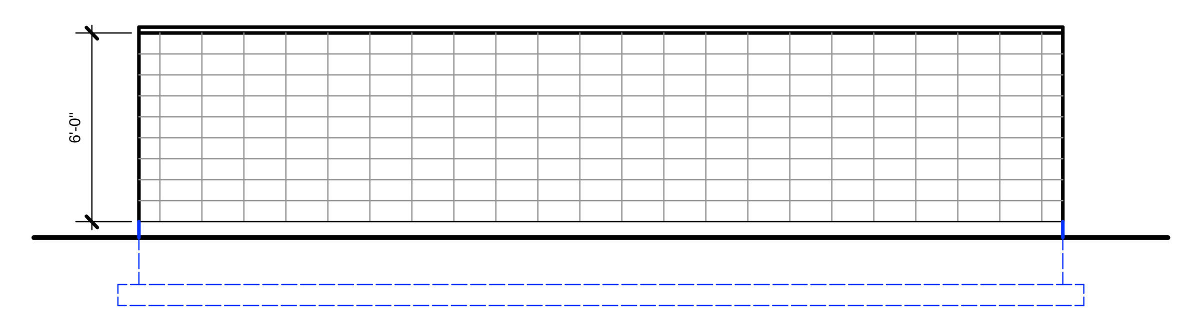
LEFT ELEVATION



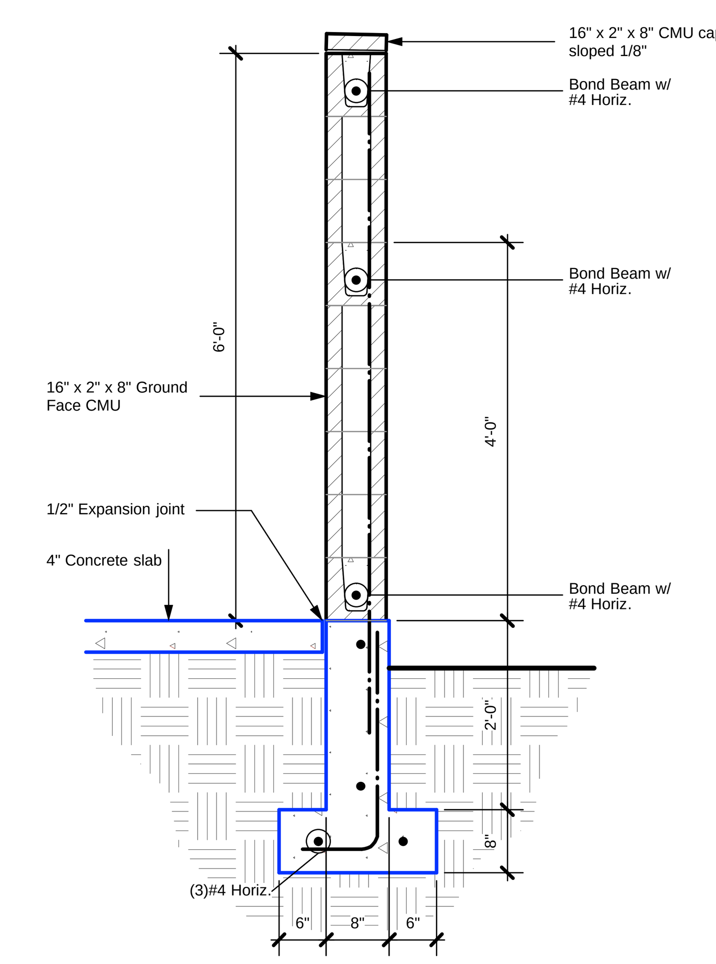
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



A WALL SECTION
3/4" = 1' - 0"

REVISIONS

DATE

The Reel Theatre®
www.reeltheatre.com
KUNA, IDAHO

CONSULTANT

TREYHOFF
ARCHITECTURE

The Waterfront
3050 Lake Harbor Lane
Suite 248,
Boise, Idaho 83703
208 336 5510

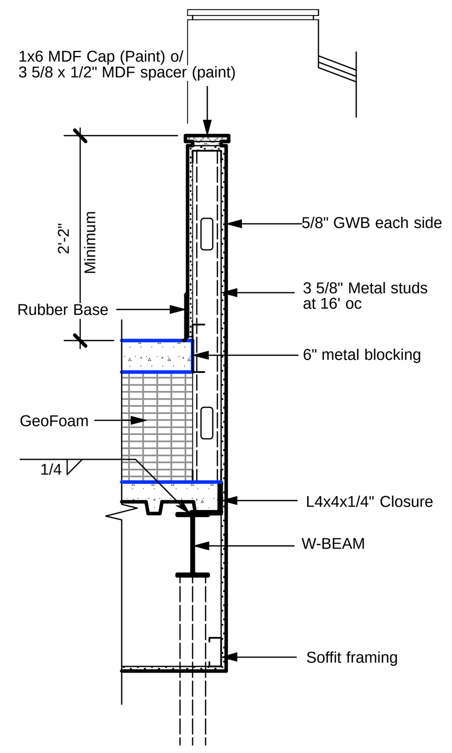
RESUBMITTAL DATE

DATE
January 6, 2016

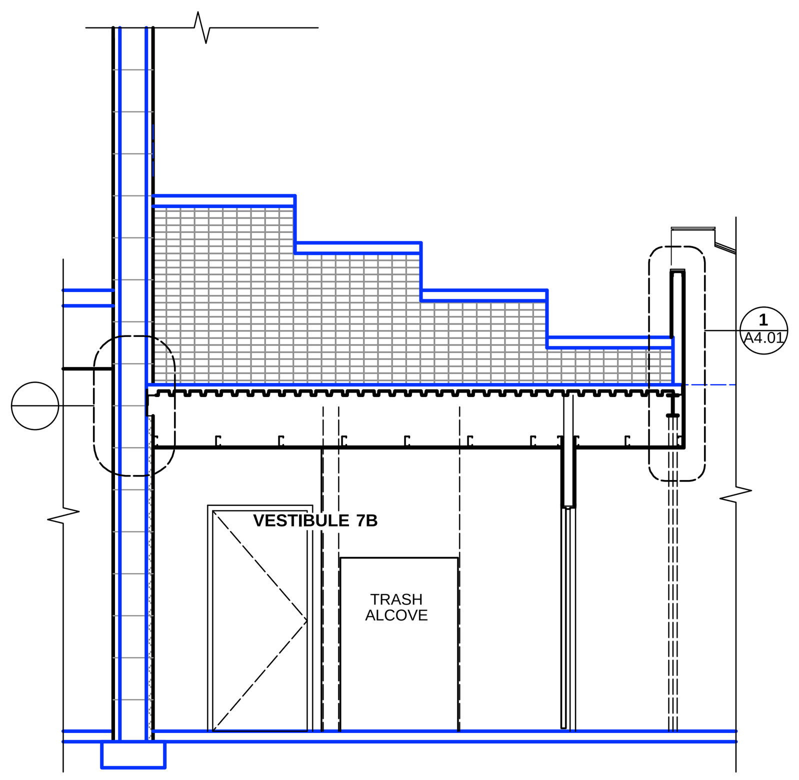
PROJECT NUMBER
2016.01

TRASH ENCLOSURE

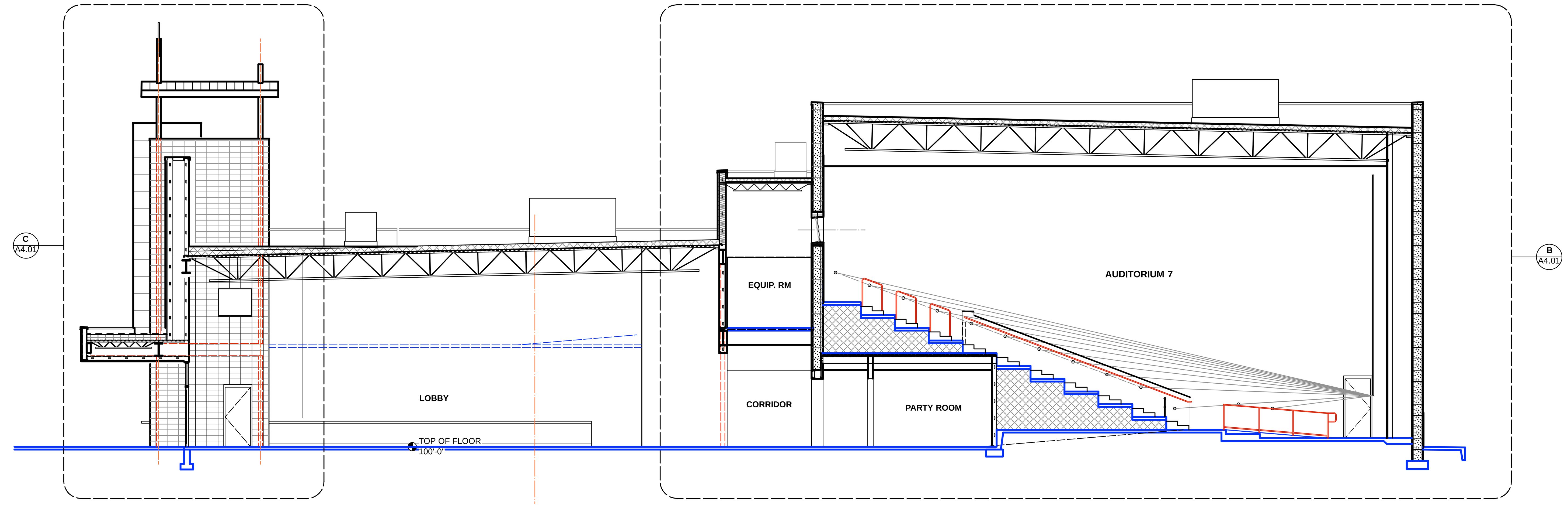
A3.03



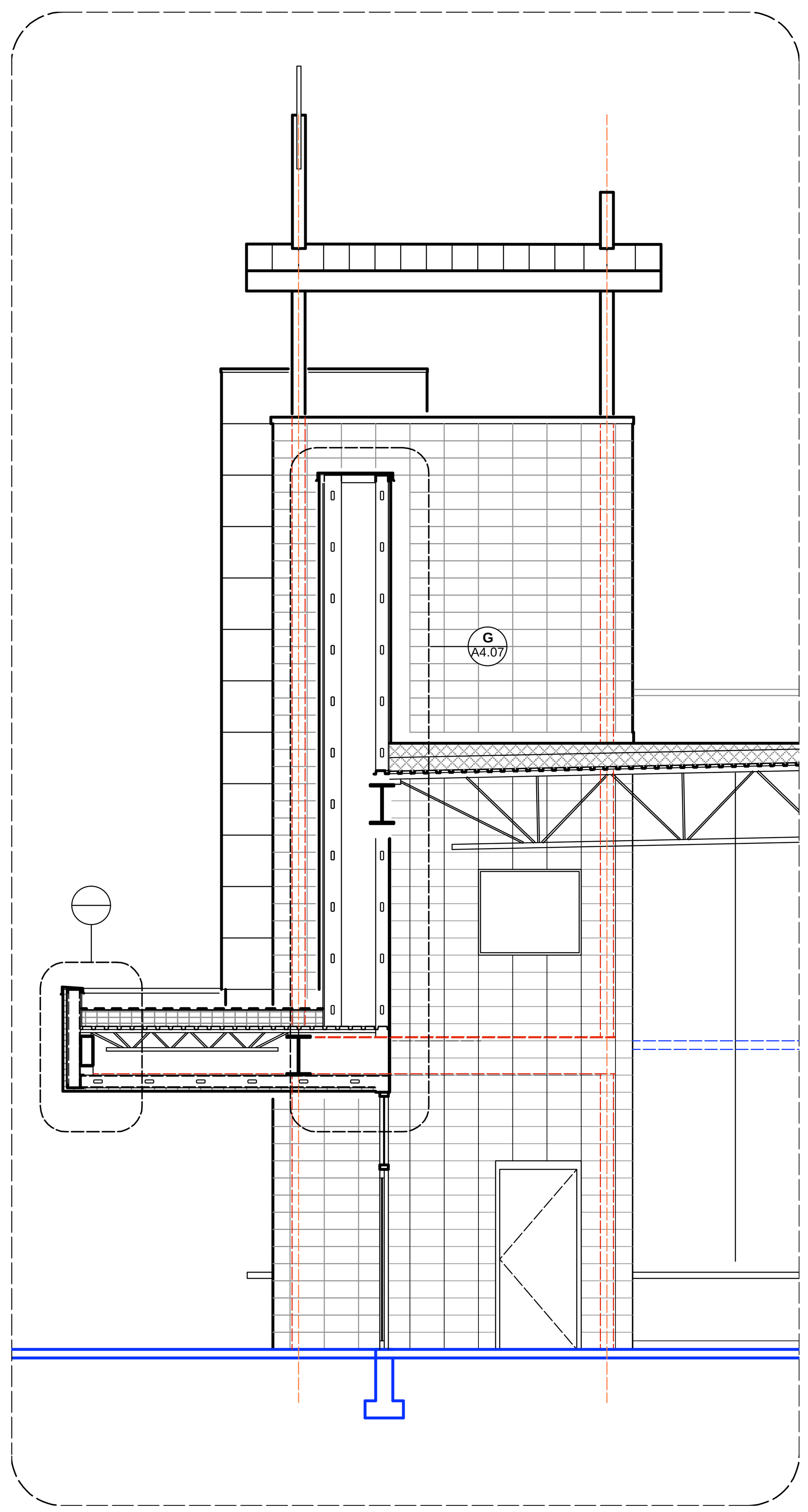
1 GUARDWALL DETAIL
3/4" = 1'-0"



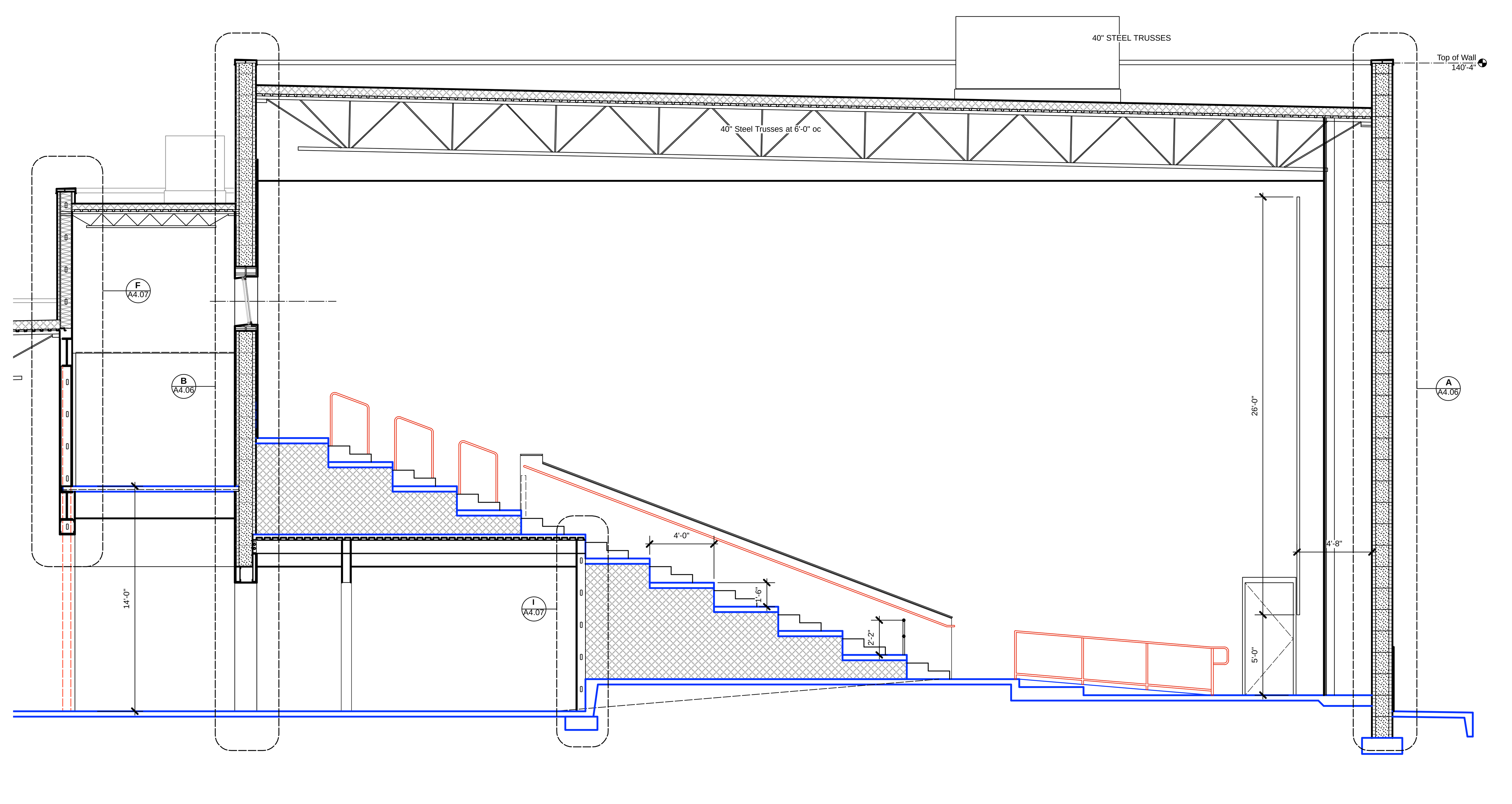
D BUILDING SECTION
1/4"=1'-0"



A BUILDING SECTION - LOBBY, AUDITORIUM 7
1/8" = 1'-0"



C BUILDING SECTION
1/4"=1'-0"



B BUILDING SECTION
1/4"=1'-0"

REVISIONS

DATE

The Reel Theatre®
www.reeltheatre.com
KUNA, IDAHO

CONSULTANT

TREYHOFF
ARCHITECTURE
The Waterfront
3050 Lake Harbor Lane
Suite 248,
Boise, Idaho 83703
208 336 5510

In the performance of professional services the application of professional judgement is required. The preparation of these documents does not imply that all details and specifications are covered. The Contractor is required by the general conditions of construction contracts to perform work and to furnish materials and equipment that reasonably could be inferred from the contract documents, or from prevailing custom or trade practices, as being required to produce the intended result whether or not specifically designated.

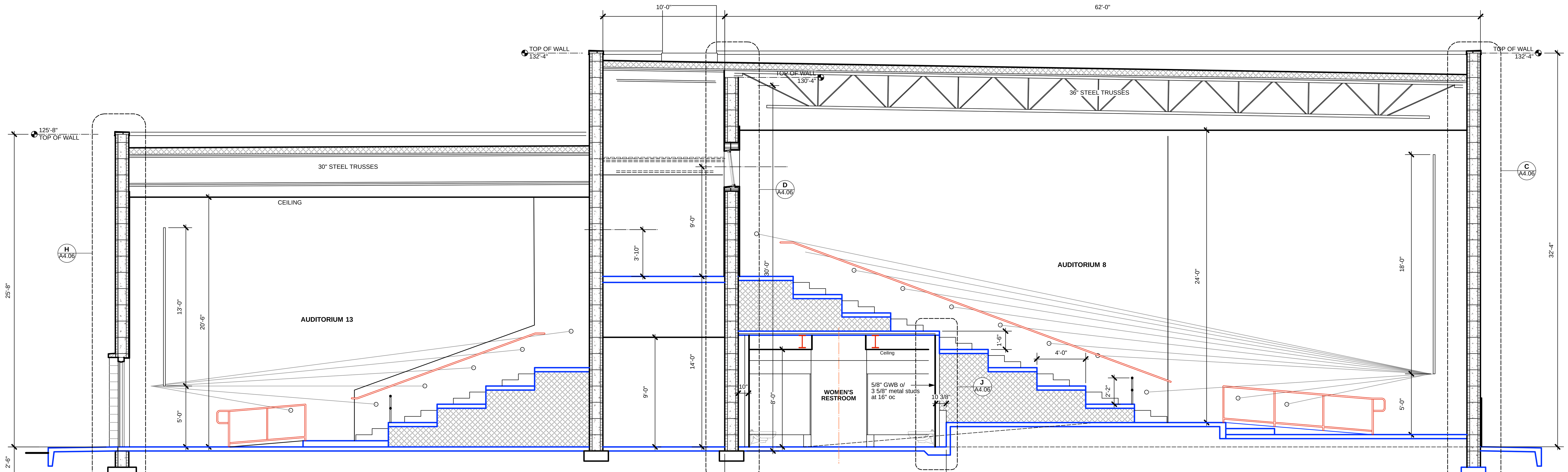
RESUBMITTAL DATE

DATE
January 4, 2016

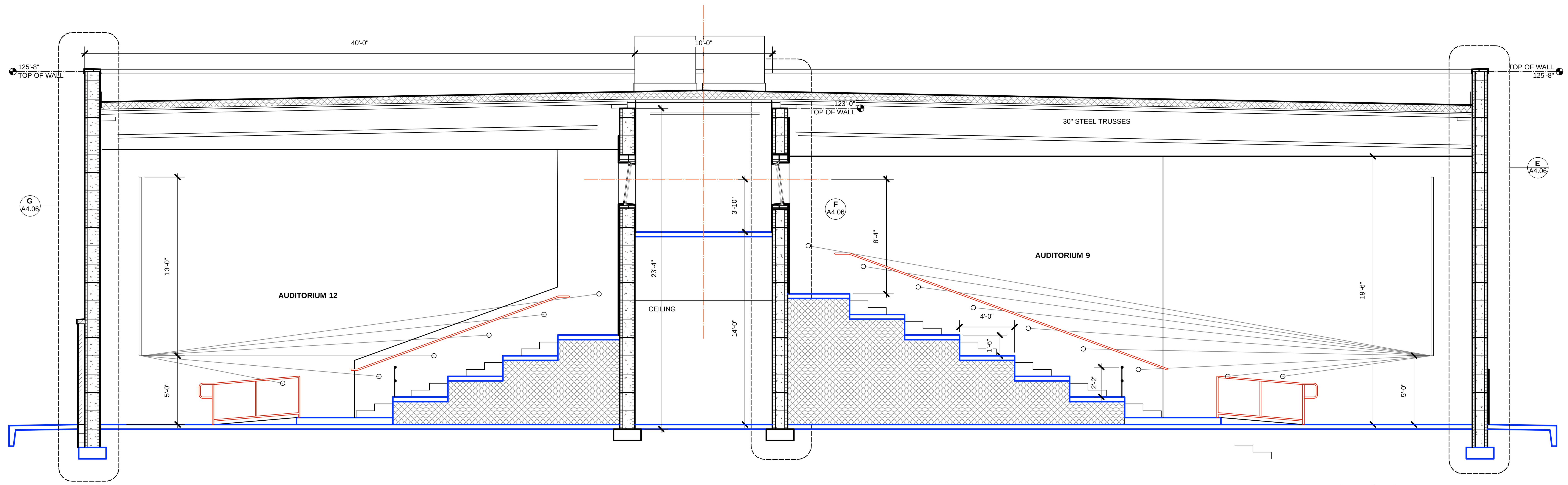
PROJECT NUMBER
2016.01

BUILDING SECTIONS

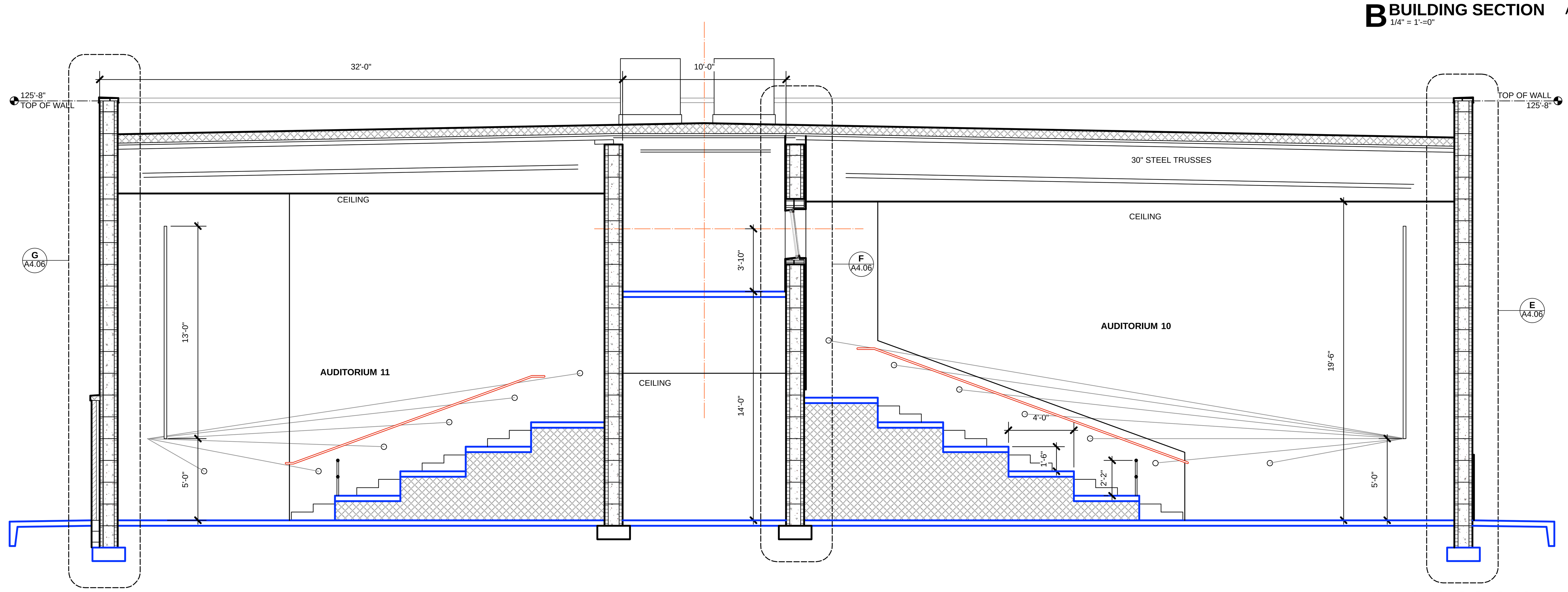
A4.01



A BUILDING SECTION 1/4" = 1'-0"
AUDITORIUM 8 & 13
AUDITORIUM 1 & 6 Similar



B BUILDING SECTION 1/4" = 1'-0"
AUDITORIUM 9 & 12



C BUILDING SECTION 1/4" = 1'-0"
AUDITORIUM 10 & 11
AUDITORIUM 3 & 4 Similar

REVISIONS

DATE

The Reel Theatre
www.reeltheatre.com
KUNA, IDAHO

CONSULTANT

TREYHOFF
ARCHITECTURE
The Waterfront
3050 Lake Harbor Lane
Suite 248,
Boise, Idaho 83703
208 336 5510

In the performance of professional services the application of professional judgement is required. The preparation of these documents does not imply that all details and specifications are covered. The Contractor is required by the general conditions of construction contracts to perform work and to furnish materials and equipment that reasonably could be inferred from the contract documents, or from prevailing custom or trade practices, as being required to produce the intended result whether or not specifically designated.

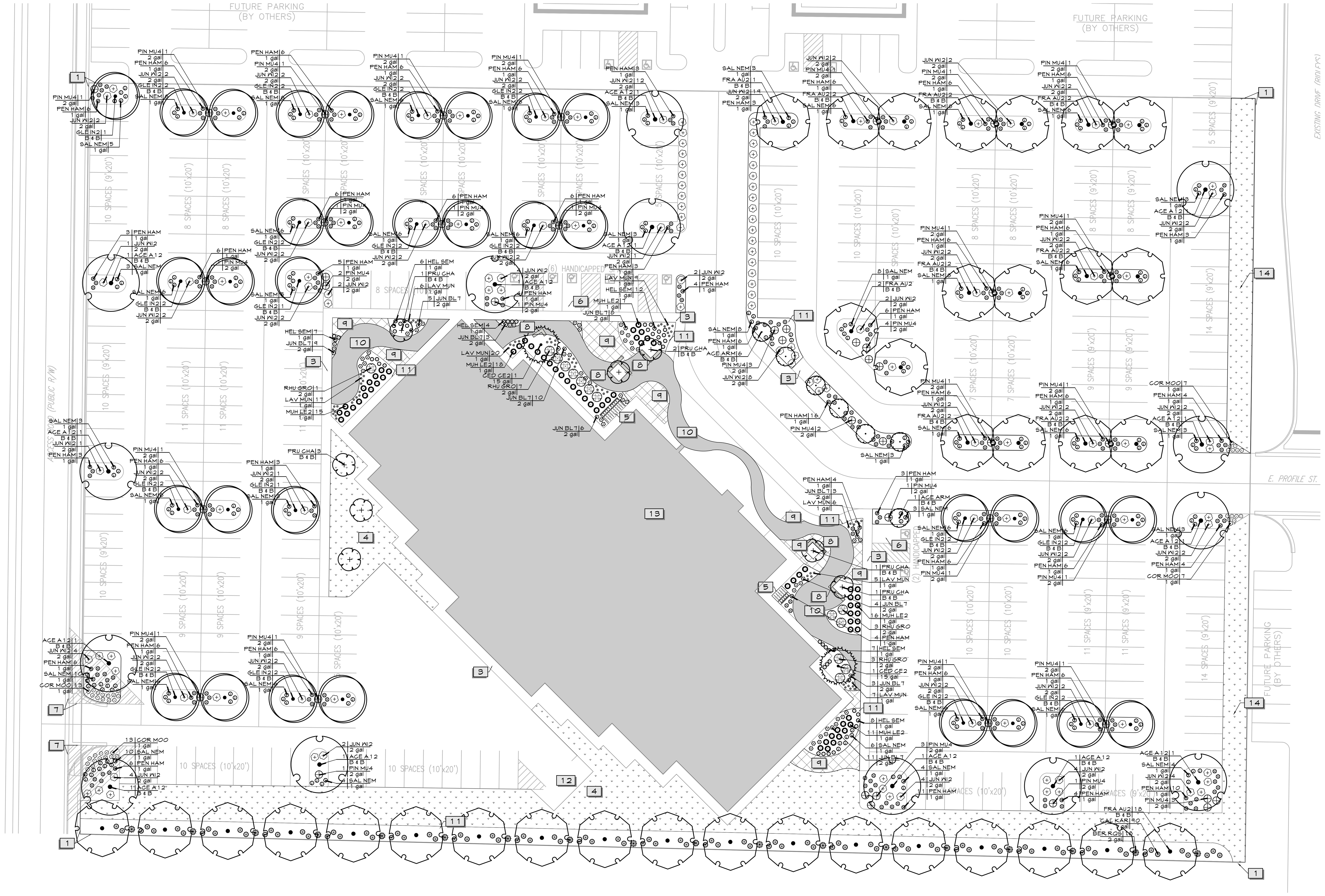
RESUBMITTAL DATE

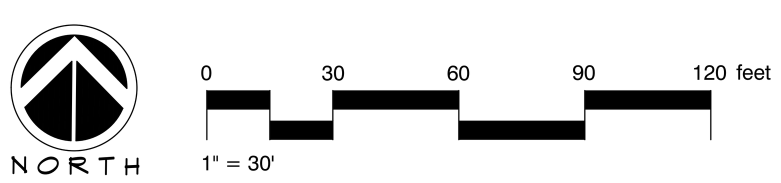
DATE
January 8, 2016

PROJECT NUMBER
2016.01

BUILDING SECTIONS

A4.02





LANDSCAPE NOTES:

1. REGULATIONS & STANDARDS
   - 1.1. All contractor work shall be conducted in accordance with ISPWC (Idaho Standard Public Works Construction), 2016; and City of Kuna, ID codes, standards and state and local regulations.
2. EXISTING CONDITIONS
   - 2.1. All utilities shall be located prior to construction and protected. Any damage to structures, utilities or concrete will be replaced at contractor's expense.
   - 2.2. The site has many existing improvements such as underground utilities, curb and gutter, light poles and sidewalks.
   - 2.3. See Engineer's plans for information about existing features; all drainage pipes and locations. Protect and retain drainage at all times.
3. GRADING & SITE PREPARATION
   - 3.1. Prepare finish grades for planting by grubbing and removing weeds. If necessary apply Round-Up (or equivalent herbicide), using a certified applicator. Remove rocks and other materials over 2".
   - 3.2. All gravel overprep to be removed and disposed of off site.
   - 3.3. Finish grade to be smooth transition to allow for entire site to be a natural flowing space.
   - 3.4. Fine grade lawn areas to elevations set by Engineer's plans with positive drainage away from structures.
     - 3.4.1. Refer to Engineer's plans for grading information & for all drainage pipes and locations. Protect and retain drainage at all times.
   - 3.5. No pooling or standing water will be accepted per industry standards.
3. SOILS
   - 3.2. All planter beds to receive a minimum of 18" depth of screened topsoil. Spread, compact, and fine grade to smooth and uniform grade 2" below adjacent surfaces.
   - 3.3. All lawn areas to receive a minimum of 12" depth of screened topsoil. Spread, compact, and fine grade topsoil to a smooth uniform grade 1" below adjacent surfaces.
   - 3.4. All seeded areas to receive a minimum of 6" of screened topsoil. Spread, compact and fine grade topsoil to smooth and uniform grade ½" below adjacent surfaces.
   - 3.5. Reuse of existing topsoil that has been stockpiled on site is permitted if:
     - 3.5.1. Topsoil is tested and analyzed to ensure a proper growing medium. Provide additional amendments as determined by soil tests. And
     - 3.5.2. Topsoil is to be loose, friable sandy loam that is clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass or other foreign materials.
     - 3.5.3. Topsoil should have a ph of 5.5 to 7.0.
     - 3.5.4. If on site topsoil does not meet these minimum standards contractor is responsible for providing approved imported topsoil or improving onsite topsoil per the approval of the project manager.
   - 3.6. If imported topsoil is used it must be from a local source and be screened free of any debris or foreign matter. Topsoil must not contain rocks, sticks, lumps, or toxic matter.
   - 3.7. Smooth, compact, and fine grade topsoil in lawn areas to smooth and uniform grade .5" below adjacent surfaces.
   - 3.8. Prepare finish grade of topsoil to elevations set by Engineer's plans with positive drainage away from structures. Refer to Civil Engineer's plans for grading information.
   - 3.9. PLANTER BED MULCH
     - 3.9.1. All planter beds to receive 2" depth of perma bark rock mulch or approved equal (crushed basalt rock), submit for approval prior to placement.
     - 3.9.1. Install over commercial grade weed-barrier fabric, per manufacturer recommendations.
4. LAWN AREAS
   - 4.1. Sodded, to be tall turf-type fescue or approved equal per approved by owner, regionally grown, provide same mix as seeded or approved equal (above), to be installed 6 weeks min prior to opening date.
   - 4.2. Lay sod within 24 hrs of harvesting. Lay sod to form a solid mass with offset, tightly fitted joints on even grades.
   - 4.3. Strip, repair and replace dead sod as needed
   - 4.4. All lawn edges next to planter beds to be installed per detail x/L1.xx
5. PLANTS
   - 5.1. All plant material shall be installed per industry standards.
   - 5.2. All plant material shall meet or exceed the minimum federal standards as regulated by ANSI Z60.1, American Standard for Nursery Stock. Plants not meeting these standards for quality, or plants determined to be unhealthy by Owner's representative, will be rejected.
   - 5.3. All Ball and Burlap trees to be installed per Balled and Burlapped planting detail 2/L1.0.
   - 5.4. All shrubs to be installed per detail 1/L1.0.
   - 5.5. Trees and shrubs over 36" shall not be planted within clear vision triangles per city code.
   - 5.6. All trees shall not be planted within the 10' clear zone of all ACHD (Ada County Highway District) storm drain pipe, structures, or facilities.
   - 5.7. Fertilize all trees and shrubs with 'Agriform' planting tablets or approved equal. Apply per manufacturers recommendations.
6. IRRIGATION
   - 6.1. Irrigation system shall be built to the following specifications:
     - 6.1.1. Adhere to city codes when connecting to city water.
     - 6.1.1. All irrigation material to be new with manufacturers' warranty fully intact.
     - 6.1.2. Install indoor rated controller to be located as indicated on plan; coordinate with project manager and site electrician on exact location.
       - 6.1.2.1. Controller to have On/Off rain switch or rain shut off device that does not alter program.
     - 6.1.3. All remote control valves (including master control valve) to have flow control device.
     - 6.1.4. Irrigation system piping to be minimum class 200 PVC or approved equal, sleeves to be double the size of pipes located within, all wires to be contained in separate sleeves 1-1/2" dia min.
     - 6.1.5. Use common trenching where possible.
     - 6.1.6. All PVC located under hardscapes to be schedule 40 PVC with same req's as above.
     - 6.1.7. All mainline pipe and wires to be buried a minimum of 18" and all lateral piping to be buried a minimum of 12" below grade.
     - 6.1.8. All wires to be 14 gauge direct bury wire at a minimum. Size wire for correct voltage loss.
     - 6.1.9. Supply a minimum of (2) spare wires to furthest valves from controller in all directions.
     - 6.1.10. Sprinkler heads shall have amatched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.
     - 6.1.11. Contractor is responsible complying with all codes and paying all permits necessary.
     - 6.1.12. Sprinkler heads shall have matched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.
     - 6.1.13. Water schedule to be provided at a min of 80% evapotranspiration as determined by the local ET.
     - 6.1.14. INSTALL ALL IRRIGATION PER IRRIGATION DRAWINGS. UTILIZE MATERIAL SPECIFIED OR APPROVED EQUAL.
7. CONTRACTOR RESPONSIBILITIES
   - 7.8. Contractor is responsible for 1 year of maintenance starting at the final date of acceptance by owner.
   - 7.9. Estimated quantities are shown for general reference only. Contractor shall be responsible for all quantity estimates.
   - 7.10. Refer to note 2.1 regarding damages to existing utilities & permitting note in irrigation section.
   - 7.11. All plant material and workmanship shall be guaranteed for a period of one year beginning at the date of Acceptance by Owner. Replace all dead or unhealthy plant material immediately with same type and size at no cost to Owner.
8. In the event of a discrepancy, notify the General Contractor.

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	CAL		QTY
	ACE ARM	Acer rubrum 'Armstrong' / Armstrong Red Maple	B & B	2"Cal		7
	ACE A12	Acer x freemanii 'Jeffsred' / Autumn Blaze Maple	B & B	2"Cal		14
	CED CE2	Cedrus libani / Cedar of Lebanon	15 gal			2
	FRA AU2	Fraxinus pennsylvanica 'Autumn Purple' / Autumn Purple Ash	B & B	2"Cal		35
	GLE IN2	Gleditsia triacanthos inermis 'Sunburst' / Sunburst Common Honeylocust	B & B	2"Cal		33
	PRU CHA	Pyrus calleryana 'Chanticleer' / Chanticleer Pear	B & B	2"Cal		8
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	SIZE	FIELD2		QTY
	BER ROS	Berberis thunbergii 'Rose Glow' / Rosy Glow Barberry	2 gal			18
	CAL KAR	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal			90
	COR MOO	Coreopsis x 'Moonbeam' / Moonbeam Coreopsis	1 gal			40
	HEL SEM	Helictotrichon sempervirens / Blue Oat Grass	1 gal			44
	JUN WI2	Juniperus horizontalis 'Wiltonii' / Blue Rug Juniper	2 gal			129
	JUN BL7	Juniperus squamata 'Blue Star' / Blue Star Juniper	2 gal			62
	LAV MUN	Lavandula angustifolia 'Munstead' / Munstead English Lavender	1 gal			70
	MUH LE2	Muhlenbergia capillaris 'Lenca' / Regal Mist Pink Muhly	1 gal			67
	PEN HAM	Pennisetum alopecuroides 'Hameln' / Hameln Dwarf Fountain Grass	1 gal			256
	PIN MU4	Pinus mugo / Mugo Pine	2 gal			44
	RHU GRO	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	2 gal			14
	SAL NEM	Salvia nemorosa 'East Friesland' / East Friesland Perennial Sage	1 gal			229

REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION	QTY	DETAIL
1	PROPERTY BOUNDARY		
3	WALKWAY, REFERENCE CIVIL		
4	LAWN, SOD, TALL TURF-TYPE FESCUE, OR APPROVED EQUAL		
5	BIKE RACK LOCATIONS, REFERENCE ARCHITECTURAL		
6	ADA PARKING SPACE, REFERENCE ARCHITECTURAL		
7	40' x 40' CLEAR VISION TRIANGLE, TYP, NO TREES OR SHRUBS OVER 36" TO BE LOCATED WITHIN		
8	BENCH (T.B.D.)		
9	SAW-CUT CONCRETE PATTERN		
10	STAINED CONCRETE (COLOR T.B.D.)		
11	PLANTER BED TO RECIEVE 2" DEPTH MEDIUM GRIND PERMA-BARK (TYP.)		
12	TRASH ENCLOSURE REF. CIVIL AND ARCHITECT		
13	NEW BUILDING		
14	LAWN, TALL TURF-TYPE FESCUE, OR APPROVED EQUAL (TIE INTO EXISTING LANDSCAPING)		

LANDSCAPE REQUIREMENTS:

SCREENING & BUFFERING:

LANDSCAPE BUFFERS ABUTTING PUBLIC STREETS:
- *STREET TREE SPACING: 1 TREE PER 35LF / 5 SHRUBS PER TREE
- *5' MIN SPACING FROM BACK OF SIDEWALK
- *NO TREES OR SHRUBS OVER 36" TO BE PLANTED WITHIN CLEAR VISION TRIANGLE
- *ONLY CLASS I TREES FROM RECOMMENDED PLANT LIST MAY BE LOCATED UNDER OVERHEAD UTILITY LINES

SOUTH PERIMETER BUFFER TREES REQUIRED (613LF):	18	PROVIDED:	18
SOUTH PERIMETER BUFFER BUFFER REQUIRED (613LF):	90	PROVIDED:	90

PARKING LOT LANDSCAPING:
- *1 SHADE TREE PER 14 PARKING SPACES OR 126 LF

PARKING LOT TREES REQUIRED:	26	PROVIDED:	66

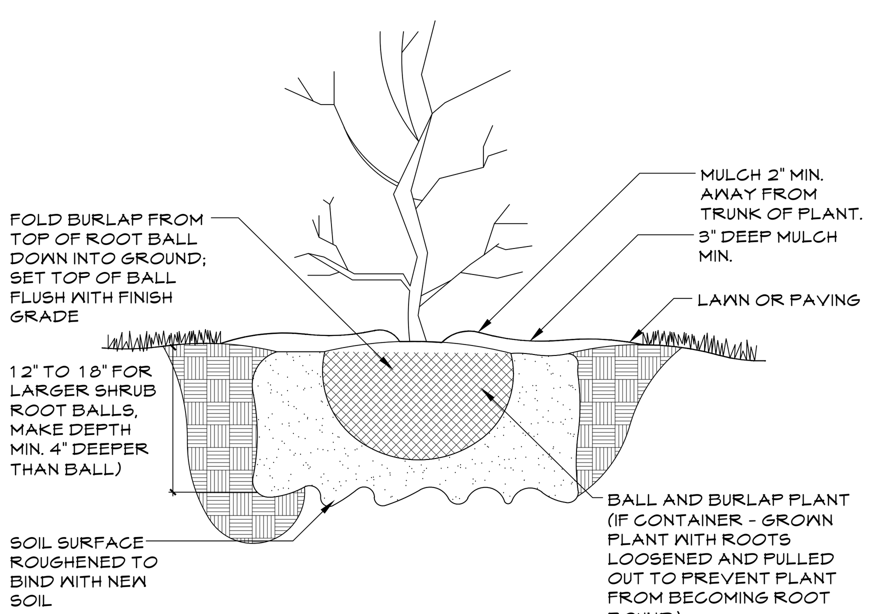
ADDITIONAL REQUIREMENTS:

PLANTING SIZING:

PLANT	MINIMUM SIZE
SHADE TREE	2" CALIPER
ORNAMENTAL TREE	2" CALIPER
EVERGREEN TREE	6' HEIGHT
WOODY SHRUBS	2 GALLON

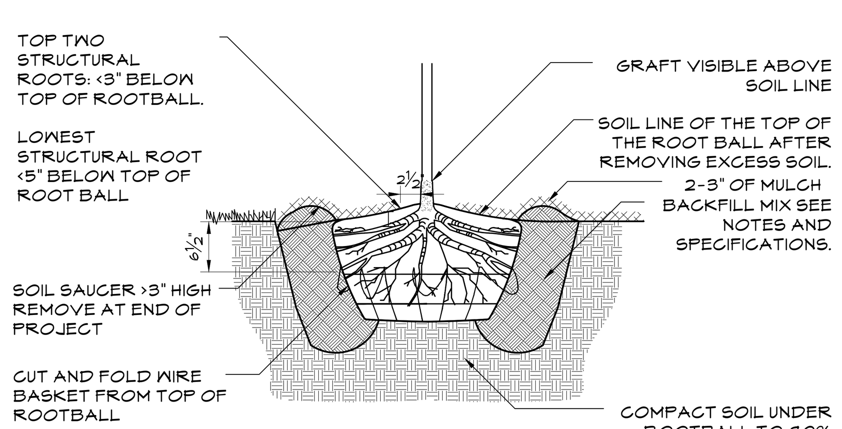
NOTE:
REMOVE ALL TAGS, TWINE OR OTHER NON BIODEGRADABLE MATERIALS ATTACHED TO PLANT OR ROOT MASS.

BACKFILL SHALL BE 100% TOPSOIL. WATER SETTLE ALL PLANTINGS TO ENSURE PLANT ROOTBALL MAINTAINS ½" HEIGHT ABOVE EXISTING SOILS WHEN COMPLETE.



1 SHRUB PLANTING
1" = 1'-0" 329333.16-01

NOTES:
1. DO NOT DAMAGE OR CUT LEADER
2. DO NOT DISTURB ROOT OR DAMAGE ROOT BALL WHEN INSTALLING TREE OR TREE STAKES.
3. TREE STAKING SHALL BE AT THE DISCRETION OF CONTRACTOR. HOWEVER ANY TREES DISTURBED FROM PLUMB DURING THE PLANT WARRANTEE PERIOD WILL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
4. WATER PLANTS THOROUGHLY IMMEDIATELY AFTER INSTILLATION.
5. REMOVE ALL BURLAP, TWINE, ROPE, OR MATERIAL FROM THE TOP ⅓ OF THE ROOTBALL.
6. 5' DIAMETER PLANTER BED/MULCH RING AROUND THE TRUNK OF THE TREE. 3" OF MULCH MIN. DO NOT PLACE MULCH WITHIN 2" OF TRUNK OF TREE.



2 BALL AND BURLAP TREE PLANTING
3/4" = 1'-0" 329343.33-05

REVISIONS | DATE

The Reel Theatre®
www.reeltheatre.com
KUNA, IDAHO

STACK ROCK GROUP
STACK ROCK GROUP, INC.
LANDSCAPE ARCHITECTURE/ MASTER PLANNING
WILLET C HOWARD, PLA
OFFICE: (208) 345.0500
EMAIL: WILL@STACKROCKGROUP.COM
WWW.STACKROCKGROUP.COM

CONSULTANT

TREYHOFF ARCHITECTURE
The Waterfront
3050 Lake Harbor Lane
Suite 248
Boise, Idaho 83703
208 336 5510

In the performance of professional services the application of professional judgement is required. The preparation of these documents does not imply that all details and specifications are covered. The Contractor is required by the general conditions of construction contracts to perform work and to furnish materials and equipment that reasonably could be inferred from the contract documents, or from prevailing custom or trade practices, as being required to produce the intended result whether or not specifically designated.

preliminary
STATE OF IDAHO
WILLET C HOWARD
LA-16733
01.08.16
LICENSED LANDSCAPE ARCHITECT
design review only

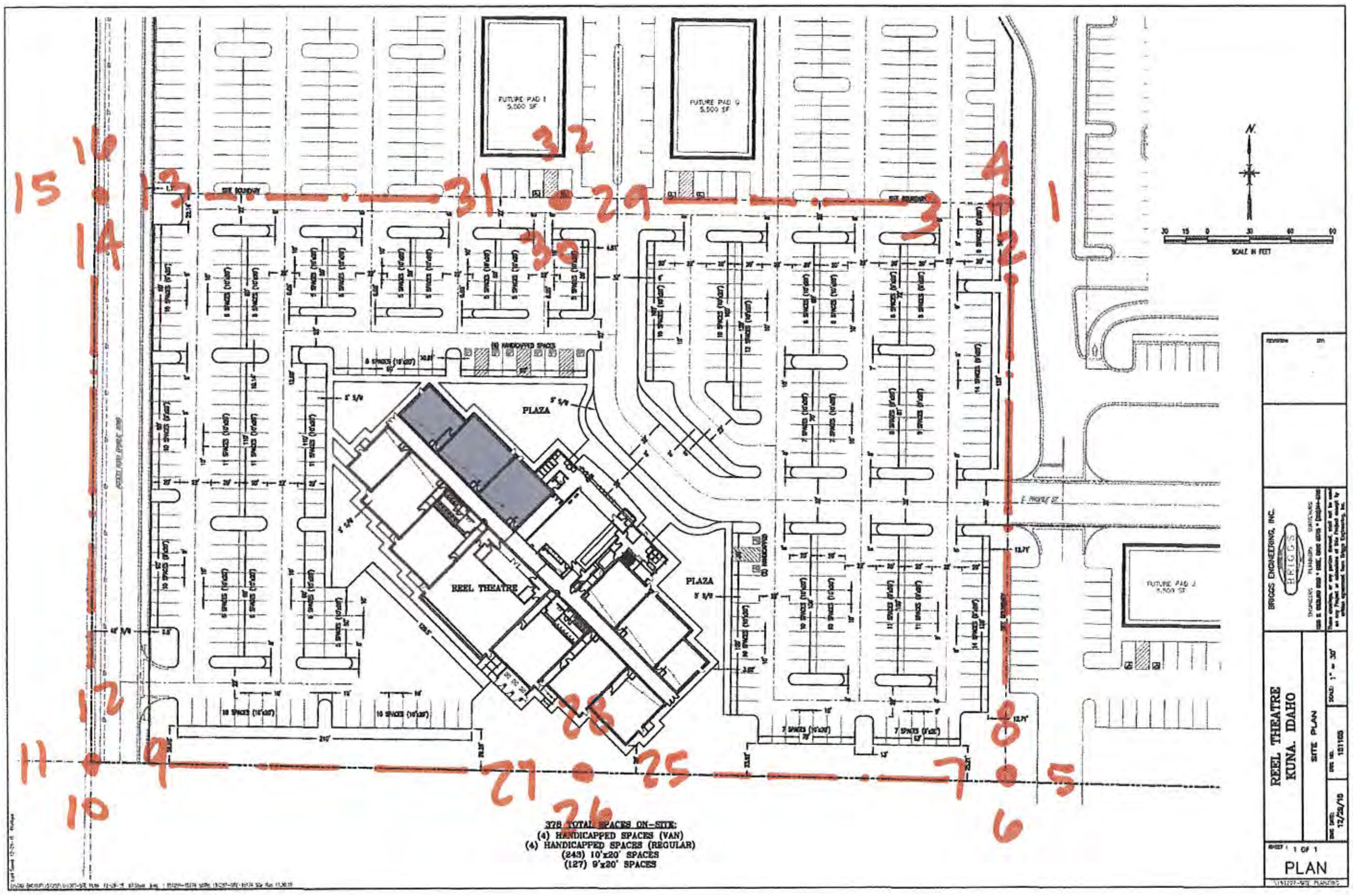
RESUBMITTAL DATE

DATE January 8, 2016

PROJECT NUMBER 2016.01

L1.01

DEER FLAT



KUNA MERIDIAN ROAD

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

25

26

27

28

29

30

31

32