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

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

Planning & Zoning Commission Meeting
AGENDA
Tuesday December 14, 2021

6:00 PM REGULAR MEETING

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

1. CALL TO ORDER & ROLL CALL:

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

All items listed under the Consent Agenda are considered to be routine and are acted on with one (1) Motion by the Commission. There will be no separate discussion on these items unless the Chairman, Commissioner, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Business or as instructed by the Commission.

1. Regular Planning and Zoning Commission Meeting Minutes Dated November 9, 2021

2. Findings of Fact & Conclusions of Law
- ***1.*** Case No. 21-25-DR (Design Review) for the Americool Building
- ***2.*** Case No. 21-17-DR (Design Review) Rising Sun Fencing Alternative Compliance

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

A. *Continued from November 9, 2021* Case Nos. 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Preliminary Plat) & 20-05-SUP (Special Use Permit) for Merlin Cottages Subdivision – Doug Hanson, Planner II

A Team Land Consultants on behalf of Merlin pointe, LLC, requests planned unit development approval for an approximately 7.04 (6.61 developable) acre site, with C-1 (Neighborhood Commercial) and R-12 (High Density Residential) zoning districts and to subdivide the property into 66 total lots (54 residential, 6 common, and 6 commercial). The subject site is located at 115 N Sailer Avenue, Kuna, ID 83634, within Section 24, Township 2 North, Range 1 West; (APNs: R5672430020, R5672430040, R5672430060).

Staff requests this item be continued to a date certain of January 11, 2022, pending critical agency comments.

B. Case Nos. 21-04-S (Preliminary Plat) for Falcon Crest Golf Villages Subdivision – Troy Behunin, Senior Planner

Wendy Shrief of J-U-B Engineers, on behalf of M3 Companies, LLC, requests preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots, 43 common lots,

and 18 common driveway lots, within an R-6 (Medium Density Residential) zone. (APN: S1422110300). Section 22, Township 2 North, Range 1 East.

4. BUSINESS ITEMS:

A. Case Nos. 21-06-SUP (Special Use Permit) & 21-20-DR (Design Review) for Meridian Mega Storage – Jessica Reid, Planning Services Specialist ACTION ITEM

Matt Sanchi of ZGA Architects, on behalf of his client Jason Papich, requests Special Use Permit & Design Review approval for an approx. 14.86-acre development which includes: Enclosed RV & self-storage; outdoor RV storage; self-storage office with second-floor living quarters; three (3) flex-space (office/warehouse) buildings; fire suppression tank/system; fencing; landscaping; and parking. The proposed project is to be completed in five (5) phases and be connected to a well & septic system until City Services are within 300 feet of the site. The subject site is located at 7370 S Meridian Road, #1 (APN: S1406325625) with a C-2 (Area Commercial) zoning designation; Section 06, Township 2 North, Range 1 East.

Staff requests this item be table to a date certain of January 25, 2022, pending critical agency comments.

B. Case No. 21-33-DR (Design Review) for the Athleta Townhomes – Troy Behunin, Senior Planner ACTION ITEM

Pacific Rim Builders requests Design Review Modification approval for new townhome elevations for the Athleta Subdivision. This project is located on the northwest corner of N Ten Mile Road and W Crenshaw Street; Section 15, Township 2 North, Range 1 West.

5. ADJOURNMENT:

OFFICIALS
Lee Young, Chairman
Dana Hennis, Vice Chairman
Stephen Damron, Commissioner
Tyson Garten, Commissioner
Vacant

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

Planning & Zoning Commission Meeting
MINUTES
Tuesday November 9, 2021

6:00 PM REGULAR MEETING

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

1. CALL TO ORDER & ROLL CALL:

(Timestamp 00:00:26)
COMMISSION MEMBERS PRESENT:
Chairman Lee Young – In Person
Vice Chairman Dana Hennis – Via Zoom
Commissioner Stephen Damron – In Person
Commissioner Tyson Garten – Absent
Vacant

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

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

(Timestamp 00:00:56)
1. Regular Planning and Zoning Commission Meeting Minutes Dated October 26, 2021

2. Findings of Fact & Conclusions of Law
  1. Case Nos. 21-04-ZC (Rezone), 21-05-S (Preliminary Plat) & 21-12-DR (Design Review) Ewing Meadows Subdivision

(Timestamp 00:00:58)
Motion To: Approve Consent Agenda.
Motion By: Commissioner Damron
Motion Seconded: Vice Chairman Hennis
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioner Garten was absent.

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

(Timestamp 00:01:14)

A. *Recessed from October 26, 2021* Case Nos. 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Preliminary Plat) & 20-05-SUP (Special Use Permit) for Merlin Cottages Subdivision – Doug Hanson, Planner II

A Team Land Consultants on behalf of Merlin pointe, LLC, requests planned unit development approval for an approximately 7.04 (6.61 developable) acre site, with C-1 (Neighborhood Commercial) and R-12 (High Density Residential) zoning districts and to subdivide the property into 66 total lots (54 residential, 6 common, and 6 commercial). The subject site is located at 115 N Sailer Avenue, Kuna, ID 83634, within Section 24, Township 2 North, Range 1 West; (APNs: R5672430020, R5672430040, R5672430060).

(Timestamp 00:02:05)
Planner II Doug Hanson stated he had sent a second request for comments to ITD (Idaho Transportation Department) per the Commission's request; ITD responded they would have comments but did not have them ready in time for the meeting. Mr. Hanson explained ACHD (Ada County Highway District) had provided an updated Staff Report (Exhibit 2.61). Additionally, KSD (Kuna Joint School District No. 3) had provided a late submittal that morning and a copy had been provided to the Commissioners; Mr. Hanson notified the Commission that KSD's late submittal would be entered into the record as Exhibit 2.65. Mr. Hanson proceeded to explain to the Commission a decision could be made that evening if they were comfortable with the updates regarding ACHD and ITD as provided, or they could continue the hearing once again in order to review updated comments once received; if the Commission wished to continue the hearing, Mr. Hanson requested the Case be continued to December 14, 2021. He then stood for questions.

(Timestamp 00:03:10)
Commissioner Damron asked if ITD had provided an estimated timeframe for when their comments would be submitted; they had not.

(Timestamp 00:03:23)
City Attorney Bill Gigray suggested the Chairman ask the applicant if they had been able to review the submitted ACHD and KSD comments. Chairman Young invited the applicant to the podium.

(Timestamp 00:03:46)
Applicant Steve Arnold addressed the Commission and confirmed they had been able to do so. Mr. Arnold stated they were in agreement with the requirements laid out by ACHD and explained he also had a traffic generation of the Wal-Mart proposed in the past, and the current potential count per 1,000 SF of living space; it resulted in approximately 600 trips per day due to the project. Mr. Arnold commented that ITD was currently understaffed and only had one individual reviewing applications. In regards to KSD comments, Mr. Arnold explained they felt that the standard taxes generated by the project already had the largest portion going to KSD, and did not agree with KSD's request. Additionally, they had offered to provide a school bus pull out as KSD was concerned the turning maneuver onto N Sailer was unsafe; Mr. Arnold did point out that school buses already made this turn and reiterated their willingness to provide an ample turnout. He then stood for questions.

(Timestamp 00:07:02)
Commissioner Damron asked Mr. Gigray if it was legal for KSD to request impact fees. Mr. Gigray explained school districts were not yet allowed to collect impact fees as they did not have Ordinance authority. Mr. Gigray stated the request may have been generated as a result of House Bill 389. He continued by stating he did not feel comfortable creating a Development Agreement that requested these additional fees either.

(Timestamp 00:10:35)
Chairman Young asked the Commissioners their thoughts on moving forward with the Case, or continuing the Case so they may receive and review ITD comments.

Vice Chairman Hennis felt there was more going on then previously received; he did want to review ITD's comments but he was also concerned with KSD's comments on it being unsafe for school buses even though buses were already accessing the subdivision. He felt safety of the school buses needed to be verified, especially because the proposed project was denser than usual (per Planned Unit Development).

Chairman Young asked Vice Chairman Hennis if he felt ITD comments were necessary in order for the Case to move forward.

Vice Chairman Hennis questioned if the turn onto N Sailer would be safe and wanted to see ITD's thoughts on that, especially since the concentration of traffic would be more centered around leaving and returning home times instead of spread throughout the day like with a box store.

(Timestamp 00:13:54)
Commissioner Damron agreed with Vice Chairman Hennis and was concerned about children safety. Vice Chairman Hennis stated he believed this issue needed to be looked into more.

(Timestamp 00:14:30)
Chairman Young asked the Commission if they wanted to continue the Public Hearing to December 14, 2021, pending ITD comments. Vice Chairman Hennis thought it would be fair to the project and make a properly informed recommendation to City Council. Chairman Young then stood for a Motion.

(Timestamp 00:15:18)
Motion To: Continue Case Nos. 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Preliminary Plat) & 20-05-SUP (Special Use Permit) for Merlin Cottages Subdivision to December 14, 2021.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

(Timestamp 00:16:03)

B. *Tabled from October 12, 2021* Case Nos. 21-04-AN (Annexation), 21-03-ZC (Rezone), 21-01-PUD (Planned Unit Development), 21-03-S (Preliminary Plat), 21-04-SUP (Special Use Permit),

21-01-DA (Development Agreement) & 21-26-DR (Design Review) for Sabino's Rocky Ridge Subdivision – Doug Hanson, Planner II

Providence Properties LLC requests Planned Unit Development approval for approximately 136.17 acres, with C-1 (Neighborhood Commercial), R-6 (Medium Density Residential) and R-8 (High Density Residential) zoning district classifications. The applicant requests Pre-Plat approval in order to subdivide the approximate 136.17 acres into 697 total lots (619 single family, 76 common, and 2 commercial). The subject site is located at 3250 W Hubbard Road, Kuna, ID 83634, within Section 10, Township 2 North, Range 1 West; (APNs: S1310314800, S1310346805, S1310427810, S1310449300).

(Timestamp 00:16:50)
Planner II Doug Hanson explained staff had not received comments from ACHD (Ada County Highway District), which was why the Case had been requested to be tabled to a date uncertain.

(Timestamp 00:17:00)
City Attorney Bill Gigray made a point of clarification that the Case would require re-noticing as the item was being tabled.

(Timestamp 00:17:27)
Motion To: Table Case Nos. 21-04-AN (Annexation), 21-03-ZC (Rezone), 21-01-PUD (Planned Unit Development), 21-03-S (Preliminary Plat), 21-04-SUP (Special Use Permit), 21-01-DA (Development Agreement) & 21-26-DR (Design Review) for Sabino's Rocky Ridge Subdivision to a date uncertain.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

(Timestamp 00:18:05)
C. Case No. 21-07-AN (Annexation) for Ledgestone South – Troy Behunin, Senior Planner

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

(Timestamp 00:18:20)
Senior Planner Troy Behunin presented an overview of the project and reminded the Commission the Case was strictly for the Annexation, and that any development application would come forward in the future. He then stood for questions.

(Timestamp 00:19:46)
City Attorney Bill Gigray asked a clarifying question in regards to a Rezone & Mr. Behunin confirmed a Rezone was not part of the application because a zone must be indicated when requesting Annexation.

Planning and Zoning Director Jace Hellman further explained Rezone's are typically seen when a subject property was already part of City Limits and required a zone change as part of development, however, staff historically did not require a Rezone when only an Annexation was requested since the applicant is required to indicate a zone as part of their Annexation application.

Mr. Gigray thanked staff for their clarification.

(Timestamp 00:21:36)
Chairman Young recalled issues with the previous development application regarding services, and asked if that had been mitigated.

Mr. Behunin reiterated the application was strictly for Annexation and serviceability issues would be addressed at time of a development application. Additionally, Mr. Behunin explained a DA (Development Agreement) would be presented to the City Council which stated a development application would not come forward until services were available.

(Timestamp 00:23:47)
Jane Suggs of Gem State Planning presented an overview of the proposed project and some of the previous development applications history. She did expound that the development community was working with Kuna Public Works on addressing current sewer capacity issues and working towards solutions. Ms. Suggs stressed the application before the Commission was strictly for Annexation with an R-6 and R-8 zone. She agreed with the Conditions of Approval listed in the staff report and explained when the development application came forward in the future, that is when the serviceability would be addressed. Ms. Suggs the Annexation follows the FLUM (Future Land Use Map) within the Comprehensive Plan. She then stood for questions.

(Timestamp 00:27:20)
Vice Chairman Hennis asked if there were any major changes proposed as compared to the previous application. Ms. Suggs referenced the future development application would closely follow the layout and product the previous application but the application being heard was the Annexation with the R-6 and R-8 zones.

(Timestamp 00:28:44)
Chairman Young opened the Public Hearing.

<u>Support:</u>
1. Jane Suggs (Applicant), Gem State Planning, 9839 Cablecar Street, Boise, Idaho, 83709 – Testify
2. Charlotte Busbee, 364 N Bay Haven Avenue, Kuna, Idaho, 83634 – Not Testify

<u>Neutral:</u>
1. Roger Staff, 2303 N locust Grove Road, Kuna, Idaho, 83634 – Not Testify

<u>Against:</u>
None

(Timestamp 00:29:20)
As there were no individuals signed-in who wished to testify, Chairman Young asked if there was anyone who was present who would like to sign-in; there were not, so he closed the Public Hearing.

(Timestamp 00:29:52)
Commissioner Damron did not express any issues.

Vice Chairman Hennis touched on a few topics he had previously expressed.

Chairman Young did not express any concerns.

(Timestamp 00:30:45)
Motion To: Recommend Approval to City Council of Case No. 21-07-AN (Annexation) for Ledgestone South, with the Conditions as outlined in the staff report.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

4. BUSINESS ITEMS:

(Timestamp 00:31:16)
A. Case No. 21-25-DR (Design Review) for the Americool Buildings – Jessica Reid, Planning Services Specialist ACTION ITEM

Rick Bugatsch, on behalf of TLM, LLC, requests Design Review approval for a 3,300 SF metal building with office & warehouse space, associated parking lot and landscaping. The subject site is located at 707 W Avalon (APN: S1326120800) with an M-1 (Light Industrial/Manufacturing) zoning designation; Section 26, Township 2 North, Range 1 West.

(Timestamp 00:31:28)
Planning Services Specialist Jessica Reid presented an overview of the project then stood for questions.

(Timestamp 00:34:26)
Property owner Tony Martarano addressed the Commission, notifying them that they generally agreed with the staff report and Conditions; he explained he did have a few questions regarding the pressurized irrigation connection but would address those with staff. Mr. Martarano then stood for questions; there were none.

(Timestamp 00:35:38)
The Commission proceeded into discussion of the project.

Vice Chairman Hennis expressed the project was well designed; the trash enclosure met specifications; and the landscaping was appropriate. Commissioner Damron agreed.

(Timestamp 00:36:20)
Motion To: Approve Case No. 21-25-DR (Design Review) for the Americool Building, with the Conditions as outlined in the staff report.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

(Timestamp 00:36:58)
Ms. Reid requested a moment to speak with the Applicants before proceeding to the next Case as she was also operating as the meeting Clerk.

(Timestamp 00:37:22)

B. Case No. 21-27-DR (Design Review) Rising Sun Fencing Alternative Compliance Request – Troy Behunin, Senior Planner ACTION ITEM

M3 Companies, LLC requests Design Review (Alternative Compliance) approval for perimeter fencing for the subdivisions known as the Rising Sun Estates and Rising Sun Commons. The Applicant desires to install a consistent and unique fence throughout each of their multiple phases, as described in KCC 5-4-6-B-3-g-2. This project is located on the Southwest Corner (SWC) of Kuna Road and Stroebel Road, Kuna, ID.

(Timestamp 00:37:42)
Senior Planner Troy Behunin presented an overview of the project and stood for questions; there were none.

(Timestamp 00:39:18)
Travis Jeffers of M3 Companies presented their proposal for alternative fencing which was similar to another alternative compliance request at another project. Mr. Jeffers pointed out the fence maintenance plan which would be executed by the developments HOA (Homeowners Association); he then referenced images of their proposal.

(Timestamp 00:41:18)
City Attorney Bill Gigray asked if Vice Chairman Hennis was able to see the presentation images as he was attending via Zoom. Vice Chairman Hennis he was not but was able to review the presentation images submitted with the meeting packet.

(Timestamp 00:41:28)
Mr. Jeffers summarized his presentation and stood for questions; there were none.

(Timestamp 00:43:00)
The Commission proceeded into their discussion.

Chairman Young agreed it was an acceptable alternative and was aesthetically pleasing.

Commissioner Damron felt it was more aesthetically pleasing than the usual vinyl fencing.

Vice Chairman Hennis agreed, especially as there was such a strong maintenance plan.

(Timestamp 00:43:36)
Motion To: Approve Case No. 21-27-DR (Design Review) Rising Sun Fencing Alternative Compliance Request**,** with the Conditions as outlined in the staff report.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

5. ADJOURNMENT:

(Timestamp 00:44:06)
Chairman Young asked staff if there were any items to address as the rest of the agenda had been completed; there were not.

(Timestamp 00:44:22)
Motion To: Adjourn.
Motion By: Commissioner Damron
Motion Seconded: Vice Chairman Hennis
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 3-0-1, Commissioners Garten was absent.

_____

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

_____

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

CITY OF KUNA

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

SIGN-UP SHEET

November 9, 2021 – P and Z Commission, Public Hearing

Case Name: ***Ledgestone South - Annexation Request***:

1. Case Type: Annexation request to join City Limits

Case No.: **21-07- AN (Annexation in to Kuna City).**

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

IN FAVOR	NEUTRAL	IN OPPOSITION
☑ Testify ☐ Not Testify	☐ Testify ☒ Not Testify	☐ Testify ☐ Not Testify
Jane Suggs	Roger Stagg	
Print Name	Print Name	Print Name
9839 Cobleer St.	2303 N. Locust Grove Rd	Print Address
Print Address	Print Address	
Boise ID 83709	Kuna, Id 83634	City State, Zip
City State, Zip	City State, Zip	
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Charlotte Bisbee		
Print Name	Print Name	Print Name
364 N Bay Haven Ave	Print Address	Print Address
Print Address		
Kuna ID 83634	City State, Zip	City State, Zip
City State, Zip		
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zi

CITY OF KUNA

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

SIGN-UP SHEET

November 9, 2021 – Planning and Zoning Commission Public Hearing

Case Name: Merlin Cottages Subdivision

Case No: 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Subdivision), 20-05-SUP (Special Use Permit) and 20-22-DR (Design Review)

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

IN FAVOR	NEUTRAL	IN OPPOSITION
☒ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☑ Testify ☐ Not Testify
Steve Arnold		Robbie Reno
Print Name	Print Name	Print Name
1785 Whisper Cove		711 E Porter
Print Address	Print Address	Print Address
Boise Id 83709		Kuna ID 83634
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip

Kuna School District

Inspiring each student to become a lifelong learner and a contributing, responsible citizen.

November 9, 2021

Dear Honorable Members of the Planning and Zoning Commission,

Kuna School District has experienced approximately 2% growth over the last few years. Based on the 2016 Kuna School District Growth Report and Demographic Forecast, we predict that these homes, when completed, will house 39 school aged children based on our calculation of .65 students per household which is the Ada County standard calculation. Approval of the Merlin Cottage PUD will affect enrollments at the following schools:

	Enrollment	Capacity
Hubbard Elementary School	200	500
Fremont Middle School	550	430
Kuna High School	1800	1500 (KHS) 500 (SFHS)

While it appears that our schools can accommodate children who may live in this new neighborhood we do have a concern for the overall growth pattern that will quickly require another bond election.

We have two other concerns with this development. First, our Transportation Department does not believe there is a safe way, from either direction to turn on to Sailor Road. Any students from this proposed development will have to walk through the development to the west and get on a bus on Kay St.

Second, the developers have chosen <u>not</u> to partner with Kuna School District through the donation of land, payment of voluntary support fees, or other means of mitigating the impact of the development on the District's delivery of services to current residents. Developments such as this place the entire burden of providing for educational space squarely on the shoulders of our tax payers. We cannot support this development because we cannot be reasonably sure tax payers will support a bond for additional educational facilities.

Regards,

David Reinhart and Robbie Reno
School District Planners

711 E. Porter Rd., Kuna, Idaho 83634
Phone: (208) 922-1000 FAX: (208) 922-5646

BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF	)	**Case No. 21-25-DR (DESIGN REVIEW)**
	)	
TLM LLC	)	**FINDINGS OF FACT,**
	)	**CONCLUSIONS OF LAW, AND**
For a Design Review for the Americool	)	**ORDER OF APPROVAL OF**
Building, Parking Lot & Landscaping.	)	**DESIGN REVIEW APPLICATION.**

THESE MATTERS came before the Planning and Zoning Commission for review and approval or denial on November 9, 2021. It was heard November 9, 2021 for receipt and consideration by the Planning and Zoning Commission of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Application. The Planning and Zoning Commission does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Report			X
2.1	P&Z Application Coversheet			X
2.2	Design Review Application			X
2.3	Narrative			X
2.4	Vicinity Map			X
2.5	Ada County Assessor Map			X
2.6	Warranty Deed			X
2.7	Affidavit of Legal Interest			X
2.8	Color Elevations with Floor Plan			X
2.10	Site Plan			X
2.11	Landscape Plan			X
2.12	Public Works Comments			X
2.13	Ada County Highway District Staff Letter			X

II
PROCESS AND NOTICING

2.1 Public Meeting

2.1.1 In accordance with Kuna City Code (KCC) 5-4-2: Design Review; all new commercial projects, landscaping and parking lots are required to submit an application for review by the Planning and Zoning Commission. As a Public Meeting item, this action requires no formal public noticing actions.

2.1.2 The Planning and Zoning Commission heard this on November 9, 2021. The Findings have been requested to go before the Commission on December 14, 2021.

2.2 Testimony

2.2.1 Those who testified at the Commissions November 9, 2021, meeting are as follows, to-wit:

2.2.1.1 City Staff:
Jessica Reid, Planning Services Specialist

2.2.1.2 Applicant:
Tony Martarano, TLM LLC

III
APPLICANTS REQUEST

3.1 Rick Bugatsch, on behalf of TLM, LLC, requests Design Review approval for a 3,300 SF metal building with office & warehouse space, associated parking lot and landscaping. The subject site is located at 707 W Avalon (APN: S1326120800) with an M-1 (Light Industrial/Manufacturing) zoning designation; Section 26, Township 2 North, Range 1 West.

IV
GENERAL PROJECT FACTS

4.1 Site History

4.1.1 The property is currently zoned M-1 (Light Industrial/Manufacturing), and had historically been used as a single-family residential home with a detached garage/shop.

4.2 Surrounding Land Uses

North	C-1 R-6	Neighborhood Commercial – Kuna City Medium Density Residential – Kuna City
South	R-8	Medium Density Residential – Kuna City
East	M-1	Light Industrial/Manufacturing – Kuna City
West	C-1	Neighborhood Commercial – Kuna City

4.3 Parcel Size, Current Zoning and Parcel Number

4.3.1 Approximately 0.47 acres
4.3.2 M-1 (Light Industrial/Manufacturing)
4.3.3 S1326120800

4.4 Services

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

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 There is an existing single-family home and detached single car garage/shop which will be removed before new construction begins; vegetation consists of general weeds.

4.6 Environmental Issues

4.6.1 Apart from being within the Nitrate Priority Area, staff is not aware of any environmental issues, health or safety conflicts at this time.

4.7 Comprehensive Plan Future Land Use Map

4.7.1 The Future Land Use Map (FLUM) identifies the subject site as Light Industrial/Manufacturing, which is its current zone. Staff views this proposed Design Review request to be consistent with the current land use designation, and with the proposed buffering, will not negatively impact the neighboring residential zone to the south and north.

4.8 Agency Responses

Agency	Exhibit No.
Engineering Tech., Brady Barroso – Kuna City Public Works	2.12
Ada County Highway District (ACHD) Staff Letter – Kelly Bruner	2.13

V
TRANSPORTATION AND CONNECTIVITY

5.1 The subject site is approximately 300 feet west of the W Shortline and W Avalon intersection, and takes parcel access directly from W Avalon. Avalon is currently improved with two (2) travel lanes, 45 feet of pavement, and no curb, gutter or sidewalk. 63 feet of right-of-way exists for Avalon (measured 30-feet from centerline).

5.2 The Applicant proposes to construct an eight (8) foot planter strip and five (5) foot detached sidewalk within the W Avalon right-of-way along the parcel's frontage. Though Kuna City Code (KCC) 5-17-13(5) requires an eight (8) foot detached sidewalk, Staff supports the reduced width in order to match the existing sidewalk of the neighboring parcel directly to the west; this meets

ACHD Policy. ACHD Staff request the Applicant dedicate additional right-of-way to total two (2) feet behind the back of sidewalk.

5.3 Access to the subject site is to be taken directly from W Avalon via a proposed 25-foot-wide paved driveway; this also aligns with an existing driveway on the north of W Avalon. Typically, ACHD policy prohibits direct access to Minor Arterial roadways, however, as the subject sites only frontage is along W Avalon, it is allowed. ACHD requires this driveway be constructed as a curb-return type; all other direct access to Avalon is prohibited.

5.4 ACHD estimates this development to generate an additional 16 vehicle trips per day and two (2) additional PM peak hour trips. Per the average daily traffic count for Avalon west of Shortline (conducted 11.17.2020), Avalon's PM peak hour level of service is better than "E", with "E" being the classification for an acceptable level of service for a two-lane Minor Arterial.

VI
STAFF ANALYSIS

6.1 The proposed 3,300 Square Foot one-story, 26-gauge metal building will be used as an office and warehouse space for Americool HVAC. The floor plan proposes two (2) offices, a conference room, restroom and warehouse area. The building will be finished in neutral colors with the wainscot being Charcoal Gray, walls being Ash Gray, man doors and overhead doors in White, and a Tan roof.

6.2 The building is oriented with the office entrance facing north towards W Avalon. This north elevation will consist of two (2) anodized metal framed storefront windows and man door to the office, with a rod supported canopy over the entry, two (2) clerestory vinyl windows, and space for future business signage near the peak of the roof. The south and west elevations will have two (2) clerestory vinyl windows, a man door and one (1) overhead door. The east elevation will have two (2) clerestory vinyl windows, man door and three (3) HVAC louvers, these louvres will be below the existing fence height.

6.3 The proposed building is accessed via a 25-foot driveway and is surrounded by a paved and striped, one-way traffic circulation drive. The western drive aisle measures 20 feet, the southern measures 18 feet, and the eastern measures 15 foot eight inches. Nine (9) standard parking stalls have been provided, three (3) on the north at the storefront, and five (5) on the south, as well as one (1) ADA accessible standard parking stall with ramp at the storefront; all parking stalls measure 9 feet by 20 feet. Additionally, Public Works will require the Applicant to install one (1) streetlight at the entrance to the site.

6.4 A smooth and split face CMU trash enclosure with gate, is proposed to be located on the southwest corner of the site. The gate will be 16-gauge galvanized metal finished in the aforementioned color palette, and be mounted to a 2 ½ inch tube steel frame, and have cane bolt post holes to keep gate closed. J&M Sanitation will be able to approach the trash enclosure in a forward motion then reverse, the 24-foot parking area at the storefront, then exiting the site onto W Avalon.

6.5 The landscape plan proposes an 8-foot planter strip along the edge of W Avalon Road, then a 5-foot detached sidewalk matching the sidewalk of the neighboring property to the west; said planter strip will be planted with sod and two (2) Streetspire Oak trees. Moving south into the subject site, a 20-foot landscape buffer has been provided, with perennial grasses and flowers, sod, and one (1) Streetspire Oak tree. In addition, a five (5) foot walkway provides business

access for pedestrians directly from the sidewalk; a crosshatch pedestrian crossing across the parking lot is also provided. A 9-foot parking lot island will provide a buffer between the active driveway and the storefront parking spaces. This island is proposed to be planted with perennial grasses and flowers, sod and one (1) Streetspire Oak tree. In order to buffer the Industrial/Manufacturing use from the neighboring Residential use on the south of the subject site, Applicant proposes a 10-foot buffer, tapering out to approximately 20-feet as it moves northwest towards the trash enclosure. Three (3) inches of one (1) inch bark mulch over topsoil and weed barrier cloth will cover the area while increased plantings of two (2) Medora Junipers; two (2) Ivory Halo Dogwood; three (3) Bacheri Spruce; and three (3) River Birch will provide an ample barrier.

6.6 Per Kuna Public Works, connection fees have already been paid, however additional costs may be incurred at the time of Building Permit application (dependent on fixture counts). Additionally, Applicant will be required to submit a utility site layout to Public Works showing the proposed modifications for bringing the existing water/sewer to the proposed new building, prior to applying for a Building Permit. Currently, the subject site is not connected to Pressurized Irrigation; the closest connection is a 12-inch line which lies within S School Ave, south of W Avalon Street. Staff notes that potable water shall not be used for irrigation purposes per Kuna City Code (KCC) 6-4-2-B(9). The City relies upon the ACHD Stormwater Policy Manual; Applicant will be required to provide a stormwater disposal and treatment plan to account for increased runoff volumes by providing a drainage and treatment facility plan with supporting applications for review and approval. Fire suppression must also be shown and approved by Kuna Rural Fire District; please note that additional fire flow and/or sprinkler connection may be required to provide adequate fire suppression.

6.7 Upon complete review, staff finds the application generally complies with Title 5 of Kuna City Code; Comprehensive Plan Future Land Use Map (FLUM); and Idaho Code. Staff would recommend the Planning and Zoning Commission Approve Case No. 21-25-DR, with the Applicant being subject to the recommended Conditions of Approval listed in Section VIII (8) of this report.

6.8 Applicable Standards

6.8.1 City of Kuna Zoning Ordinance, Title 5
6.8.2 City of Kuna Comprehensive Plan FLUM
6.8.3 Idaho Code, Title 67, Chapter 65 – Local Land Use Planning Act

VII
PROPOSED FINDINGS OF FACT

Based upon the record contained in Case No. 21-25-DR (Design Review), including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, exhibits and discussion at the public meeting; the Kuna Planning and Zoning Commission hereby ***Approves/Denies*** the Findings of Fact and Conclusions of Law, and Conditions of Approval for Case No. 21-25-DR, a request from Rick Bugatsch, on behalf of TLM, LLC, for a 3,300 SF metal building with office & warehouse space, associated parking lot & landscaping, located at 707 W Avalon (APN: S1326120800), with an M-1 (Light Industrial/Manufacturing) zoning designation; Section 26, Township 2 North, Range 1 West.

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

7.1 Based on the evidence contained in Case No. 21-25-DR, the building design, including building mass, proportion of the building, relationship of exterior materials, and relationship of openings in the building, this proposal generally ***does/does not*** comply with Kuna City Code.

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

7.2 The contents of the proposed Design Review application ***does/does not*** contain all of the necessary requirements as listed in KCC 5-4-9: Design Review Application Required.

Staff Finding: *Review by Staff and the Commission of the proposed Design Review confirms all applicable requirements listed in Kuna City Code 5-4-9 were provided.*

7.3 Based on the evidence contained in Case No. 21-25-DR, this proposal ***does/does*** not generally comply with the Comprehensive Plan.

The Comprehensive Plan designates the future land use designation of the proposed subject site as M-1 (Light Industrial/Manufacturing); the subject site is currently dedicated as such and is to be developed following the designations permitted uses.

7.4 The overall proposed project ***is/is not*** appropriate for the proposed site selection.

Staff Finding: *Upon review, staff finds the proposed facility is an appropriate fit for the property's zoning designation and use.*

7.5 The orientation of the building and its site design ***does/does not*** minimize the impact on adjacent properties.

Staff Finding: *The buildings placement and orientation, building façade and colors, fencing materials, and landscaping all provide adequate mitigation of the impact on adjacent properties.*

7.6 The associated parking lot ***does/does not*** provide adequate parking for the proposed facility and its design ***does/does*** not provide safe access for pedestrians.

Staff Finding: *The proposed parking lot and the amount of regular and ADA parking spaces provided meets KCC 5-9. Safe pedestrian access is provided by a sidewalk along W Avalon and pedestrian crossing striping within the parking lot itself, providing safe passage from said sidewalk to the storefront.*

VIII
COMMISSIONS ORDER OF DECISION

Note: The motion is for the Approval, Conditional Approval, or Denial of the Design Review application. However, if the Planning and Zoning Commission wishes to Approve/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, case file, and discussion at the public meeting, the Planning and Zoning Commission of Kuna, Idaho (acting as Design Review Committee), hereby ***Approves/Conditionally Approves/Denies*** of Case No. 21-25-DR (Design Review), a request from Rick Bugatsch, on behalf of TLM, LLC, for a 3,300 SF metal building with office & warehouse space, associated parking lot & landscaping, located at 707 W Avalon (APN: S1326120800), with an M-1 (Light Industrial/Manufacturing) zoning designation; Section 26, Township 2 North, Range 1 West.
subject to the following Conditions of Approval:

8.1 The Applicant shall follow all requirements for sanitary sewer, potable water, irrigation system connections, and all other requirements of the Kuna Public Works Department. Potable/drinking water shall not be used for irrigation purposes per Kuna City Code 6-4-2-B(9).

8.2 The Applicant shall obtain written approval of the construction plans from the agencies noted below; the approval may be either on agency letterhead referring to the approved use, or may be written or stamped upon a copy of the approved plans. All site improvements are prohibited prior to approval of these agencies and the issuance of a building permit:

a. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the Civil Plan.
b. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by the Kuna Rural Fire District is required.
c. The city shall approve any modifications to the existing irrigation system.
d. Approval from Ada County Highway District (impact fees), if any, shall be paid *prior to issuance* of building permits.

8.3 Developer/Owner/Applicant shall provide engineering certification on all final engineering drawings, as applicable.

8.4 Developer/Owner/Applicant shall provide a utility site layout showing proposed modifications to the water/sewer lines and how they connect to the proposed building, to Public Works prior to construction or Building Permit application.

8.5 On-site stormwater retention shall be reviewed in conjunction with this Design Review and Applicant/Developer shall be required to provide a stormwater disposal and treatment plan which accounts for increased on-site storm water runoff volumes; detailed drawings of drainage and treatment facilities with supporting calculations for review and approval.

8.6 Per Public Works, Applicant shall install a streetlight at the entrance of the subject site.

8.7 If applicable, Fire Suppression shall be shown on all plans and approved by the Kuna Rural Fire District (KRFD).

8.8 The Kuna Rural Fire District, or KRFD representative, must approve fire access to the project before, during, and after construction.

8.9 Developer/Owner/Applicant shall verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties; slopes shall not be steeper than 3:1 on lots adjacent to a street or common lot, and no steeper than 4:1 for lots with common rear lot lines.

8.10 This development is subject to Architectural and Landscape compliance Design Review inspections *prior* to receiving a Certificate of Occupancy. Design Review inspection fees shall be paid *prior* to requesting staff inspection.

8.11 The Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all Conditions of development as approved by the Planning and Zoning Commission, or seek amending them through the Design Review process.

8.12 All required landscaping shall be permanently maintained in healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three (3) days or

as the planting season permits, as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.

8.13 Landscaping shall not be placed within 10 feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities, and must honor all vision triangles.

8.14 Per Ada County Highway District (ACHD), Developer/Owner/Applicant shall dedicate additional right-of-way to total two (2) feet behind back of sidewalk.

8.15 As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the Applicant engineer. As-built drawings shall be provided before occupancy or Final Plat approval is granted.

8.16 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over 12-inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout the seasons.

8.17 Developer/Owner/Applicant is hereby notified of Kuna's working hours. Construction of any kind shall only be conducted between 7:00 AM to 11:00 PM; noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

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

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

DATED this 14th day of December, 2021.

_____

Lee Young, Chairman

BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF **M3 Companies, Inc.** For Design Review for the *Rising Sun Fencing Alternative Compliance.*	)	**Case No. 21-27-DR (Design Review)** **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF APPROVAL OF DESIGN REVIEW APPLICATION.**

THESE MATTERS came before the Planning and Zoning Commission for review and approval or denial on November 9, 2021. It was heard December 14, 2021, for receipt and consideration by the Planning and Zoning Commission of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Application. The Planning and Zoning Commission does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	Staff Report			X
2.1	P & Z Coversheet			X
2.2	Design Review Application			X
2.3	Narrative			X
2.4	Vicinity Map			X
2.5	Aerial Map			X
2.6	Warranty Deed No. 1			X
2.7	Warranty Deed No. 2			X
2.8	Fencing Renderings and Examples			X

1.2 Public Meeting

1.2.1 Planning and Zoning Commission heard this on November 9, 2021. The FCO's have been requested to go to the Commission December 14, 2021.

1.3 Testimony

1.3.1 Those who testified at the Commissions November 9, 2021, meeting are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Senior Planner

1.3.1.2 Appearing for the Applicant:
Travis Jeffers, M3 Companies, Inc.

II
DECISION

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

III
FINDINGS OF FACT

3.1 Findings Regarding Design Review

3.1.1 The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with the design requirements listed in Kuna City Code (KCC) Title 5, Chapter 4 and is an appropriate fit for the properties Mixed-Use and Medium Density Residential zoning designations.

3.1.2 Review by Staff and the Commission of the proposed Design Review confirms all applicable requirements listed in KCC 5-4-6 were provided

3.1.3 Staff finds the proposed Alternative Fencing request is appropriate for the property's zoning designation and use.

3.2 Testimony of City Staff

3.2.1 **Conclusions**: The Senior Planner, in a staff report to the Planning and Zoning Commission dated November 9, 2021, confirmed that a review of the application and records on file at the City of Kuna has been completed with the following conclusions:

3.2.1.1 The subject site is known as Rising Sun Subdivision.

3.2.1.2 The request is for three (3) styles of alternative fence compliance throughout the subdivision phases that will last through the development timeline of the project, and will not be subject to variations in manufacturing or other proprietary constraints.

3.2.1.3 The Applicant proposes alternative materials to construct the fencing styles for the project, which is allowed with Commission's approval, in KCC 5-4-6G.

3.2.1.4 After Staff's review of the proposal, the materials and developers ongoing commitment to regular maintenance of the fence by the HOA, staff recommended approval of the Applicants' request.

3.2.1.5 Upon review, staff found the application to be in compliance with Kuna City Code as presented; Comprehensive Plan; Future Land Use Map; and Idaho Code.

3.2.2 Staff Recommendations: As a result of the review, Senior Planner, Troy Behunin recommended approval of the application with the following conditions:

3.2.2.1 This Design Review is subject to a Landscape Design Review Inspection(s); Design review inspection fees shall be paid prior to requesting staff inspection.

3.2.2.2 The Landowner/Applicant/Developer and any future assigns having an interest in the subject property, shall fully comply with all Conditions as approved by the Commission, or seek amending them through the Design Review process.

3.2.2.3 Applicant shall record their commitment to ongoing, perpetual maintenance by the H.O.A. for all fences affected by this alternative compliance within the recorded Covenants, Codes and Restrictions (CC&R's) for all subdivisions within the Rising Sun project; and *shall provide a recorded copy of the CC&Rs to the City*.

3.2.2.4 Applicant shall work with the City and Ada County Highway District (ACHD) in maintaining all Vision Triangle requirements for safe intersections.

3.2.2.5 The Applicant shall follow all staff and agency recommendations.

3.2.2.6 The Applicant shall comply with all local, state and federal laws.

IV
CONCLUSIONS OF LAW

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

4.2 The Kuna Planning and Zoning Commission has the decision-making authority over all Legislative Design Review applications as provided in Kuna City Code §1-14-3.

4.3 Kuna City Code Title 5, Chapter 4, Section 2 and Section 6 provides that:

> This chapter applies to all proposed development located within the design review overlay district which shall include the entire city limits, and any land annexed into the city after the date of adoption hereof. Such development includes, but is not limited to, new commercial, industrial, institutional, office, multifamily residential projects, common areas, 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, and requires the submittal of a design review application pursuant to this chapter and fee as prescribed from time to time by the city council.
>
> And,
>
> This Section applies to Architectural requirements, building materials, fence and deck/patio materials, colors, and architectural appurtenance height limitation: If a material proposed for construction is not listed in this section it shall be upon the discretion of the approving authority to determine the appropriateness of such material.

V
ORDER OF APPROVAL OF APPLICATION FOR DESIGN REVIEW

The Kuna Planning and Zoning Commission, having reviewed the above-entitled record, having listened to the arguments and presentations at the public meeting, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY APPROVE:

5.1 Case No. 21-27-DR (Design Review) Rising Sun Fencing Alternative Compliance.

BY ACTION OF THE PLANNING AND ZONING COMMISSION of the City of Kuna at its regular meeting held on the 14th day of December 2021.

_____

Lee Young, Chairman

BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF **M3 ID VALOR GOLF VILLAGES, LLC** For a Subdivision Preliminary Plat and Design Review Request.	))))))	**Case No's 21-04-S (Preliminary Plat), and 21-14-DR (Design Review)** **STAFF REPORT FOR FALCON CREST GOLF VILLAGES SUBDIVISION & DESIGN REVIEW.**

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2. Process and Noticing
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4. General Project Facts
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6. Staff Analysis
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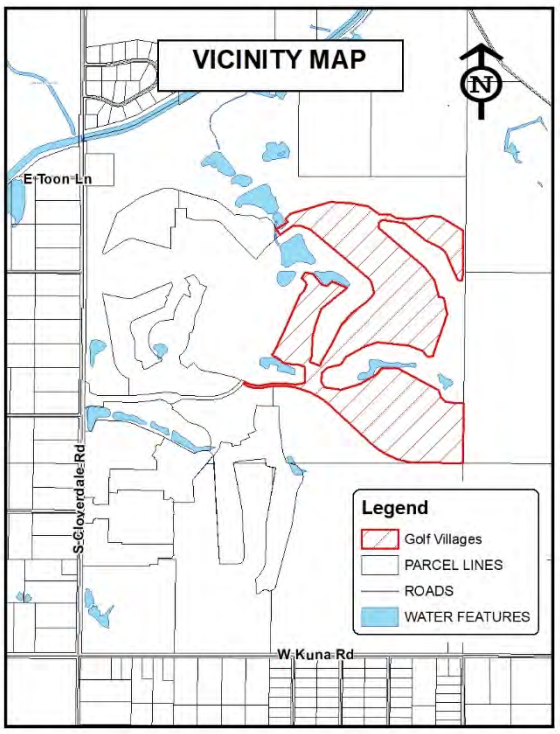
8. Proposed Comprehensive Plan Analysis
9. Commission's Recommendation



I
EXHIBIT LIST

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

1.1 Exhibits:

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

2.2	Preliminary Plat Application			X
2.3	Design Review Application			X
2.4	Narrative			X
2.5	Vicinity Map – 1/2 mile radius			X
2.6	Vicinity Map – Site			X
2.7	Legal Description			X
2.8	Warranty Deed One			X
2.9	Warranty Deed Two			X
2.10	Warranty Deed Three			X
2.11	Affidavit of Legal Interest			X
2.12	Neighborhood Meeting Certification			X
2.13	Subdivision Name Reservation			X
2.14	Preliminary Plat			X
2.15	UPDATED Preliminary Plat – Reflects ACHD changes.			X
2.16	Landscape Plan			X
2.17	Common Lots Maintenance Agreement (CC&R's)			X
2.18	Commitment to Post Property			X
2.19	TIS Executive Summary (Click here for full TIS)			X
2.20	Agency Transmittal (Request for Comments)			X
2.21	City Engineer			X
2.22	ACHD (Ada County Highway District)			X
2.23	Ada County Development Services			X
2.24	CDHD (Central District Health Department)			X
2.25	COMPASS (Community Planning Association of Southwest Idaho)			X
2.26	DEQ (Department of Environmental Quality)			X
2.27	KRFD (Kuna Rural Fire District)			X
2.28	KSD (Kuna School District)			X
2.29	PnZ Kuna Melba News			X
2.30	PnZ Land Owner Mailer			X
2.31	PnZ Website Notice			X
2.32	PnZ Proof of Property Posting			X

II
PROCESS AND NOTICING

2.1 In accordance with Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that Design Reviews are designated as *public meetings*, with the Planning and Zoning Commission (acting as the Design Review Board) as the decision-making body; and that Preliminary Plats are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City

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

2.1.2 Notifications:

2.1.2.1	Neighborhood Meeting:	April 5, 2021 (7 Attendees)
2.1.2.2	Agency Comments Request:	July 20, 2021
2.1.2.3	300 FT Property Owners Notice:	November 23, 2021
2.1.2.4	Kuna Melba News Newspaper:	November 24, 2021
2.1.2.5	Site Posted:	October 15, 2021

III
APPLICANTS REQUEST

3.1 J-U-B Engineers on behalf of M3 ID Valor Golf Villages, LLC requests approval to subdivide approx. 86.90 ac. into 291 residential lots, 18 common driveway lots and 43 common lots. The subject site was annexed into Kuna City Limits on February 5, 2019 (18-03-AN & 18-02-PUD). The site is currently zoned R-6 Medium Density Residential (**MDR**) and R-12 High Density Residential (**HDR**). The subject site is located near the northeast corner of Cloverdale and Kuna Road, Kuna, ID 83642, within Section 22, Township 2 North, Range 1 East; (APN: S1422110300).

IV
GENERAL PROJECT FACTS

4.1 Site History

4.1.1 This parcel is in Kuna City limits and zoned R-6, *MDR* ad R-12, HDR. Historically these lands have served as a public golf course and golf shop and typical out-buildings associated with a golf course.

4.2 Surrounding Land Uses

North	R-6	Medium Density Residential– Kuna City
South	R-6	Medium Density Residential– Kuna City
East	R-6 RR	Medium Density Residential– Kuna City Rural Residential – Ada County
West	R-6	Medium Density Residential– Kuna City

4.3 Parcel Sizes, Current Zoning and Parcel Numbers

4.3.1 Approximately 86.90 acres
4.3.2 R-6 (MDR) and R-12 (HDR)
4.3.3 S1422110300

4.4 Services

Sanitary Sewer – City of Kuna
Potable Water – City of Kuna
Pressurized Irrigation – City of Kuna (KMIS)

Fire Protection – Kuna Rural Fire District
Police Protection – Kuna Police (Ada County Sheriff's Office)
Sanitation Services – J&M Sanitation

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 The proposed project site has supporting structures for a golf course. Vegetation on-site is consistent with a typical golf course; pathways, trees, grass, sand traps and ponds. The site has an estimated average slope range from 1.5% to 2.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be 20 to 40 inches across the proposed development area.

4.6 Environmental Issues

4.6.1 Staff is not aware of any environmental issues, health or safety conflicts for this site. The proposed project is *not* within the nitrate priority area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

4.7 Comprehensive Plan Future Land Use Map

4.7.1 The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the city. The FLUM indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the approximately 86.90 acres as Mixed-Use.

4.8 Recreation and Pathways Map

4.8.1 The Recreation and Pathways Master Plan Map does not indicate a future pathway/trail on the directly adjacent or through the subject site.

4.9 Agency Responses

Agency	Exhibit No.
City Engineer – Kuna City Public Works	X
Ada County Highway District (ACHD) – Preliminary Plat Comments	X
Central District Health	X
COMPASS	X
Department of Environmental Quality	X
Kuna Rural Fire District	X

V
TRANSPORTATION AND CONNECTIVITY

5.1 ACHD delivered the following comments for the Falcon Crest Golf Course Preliminary Plat;

5.1.1 ACHD previously reviewed this site as a portion of the Falcon Crest Master Plan Community in September 2018. The requirements of this staff report (ACHD) have been updated to reflect current District policies and the site plan. The proposed subdivision is phase 3 of the Falcon Crest Master Plan.

5.1.2 The proposed development includes 0.4 miles of new public road.

5.1.3 This development is estimated to generate 2,483 vehicle trips per day; 246 vehicle trips per hour in the PM peak hour, based on the traffic study.

5.1.4 It is recommended the applicant restripe the center median of Meridian Road (State Highway 69) to provide a two-stage left-turn movement from Kuna Road onto Meridian Road (State Highway 69) for existing traffic, 2025 background and 2025 total traffic conditions.

5.1.5 To ensure that improvements are made when necessary to serve the site, the applicant should be required to submit an updated intersection analysis for the Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS (**T**raffic **I**mpact **S**tudy) for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat.

5.1.6 If it is determined through the analysis that improvements are needed, then the applicant should be required to install an interim signal within the existing rights-of-way at the intersection, prior to plan approval and ACHD's signature on the plat that contains the 200th building lot.

5.1.7 The TIS recommends that delineated approach signage for golf cart crossings should be provided for the four (4) proposed crossings on the proposed local public street within the site.

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

5.1.9 District policy 7206.5.6 requires a concrete sidewalk at least 5 feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6 feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians.

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

5.1.11 Golf cart path crossings on Tiercel Drive are prohibited.

5.1.12 Staff recommends the applicant should be required to construct a secondary access by constructing the off-site portion of the east/west collector, Harrier Drive to the east and construct Five Mile Road from Kuna Road to intersect the east/west collector roadway, Harrier Drive to provide connectivity to Kuna Road prior to ACHD's signature on the plat that contains the 100th lot. Or, as an alternative, the applicant may stop final platting until the secondary public street access is available to Kuna Road.

5.1.13 As noted in the TIS, Tiercel Drive is anticipated to exceed ACHD's threshold of 3,000 vehicle trips per day on a single access point. To ensure that Tiercel Drive does not exceed the Average Daily Trips (ADT) threshold of 3,000 vehicle trips per day, the applicant should be required to provide an updated traffic count for Tiercel Drive when 133 lots are

platted in the Falcon Crest Golf Villages, as this coincides with Phase 4 of the preliminary plat.

5.1.14 The applicant's proposal to construct the east/west collector roadway located at the site's south property line to intersect the Golf Course Access Road (Tierce Drive) as a 36 foot wide collector streets section with vertical curb, gutter, an 8 foot wide planter strip and 5 foot wide detached concrete sidewalk within 70 feet of right-of-way meets District policy and should be approved.

5.1.15 District policy 7207.3.3 states that if a proposed development only has one (1) access to a public street that is a local street, or if it proposes to extend public streets from one existing development with only one (1) local street access to the public street system, the maximum forecast ADT to be allowed at any point on a local street access is 1,000 and is subject to fire department requirements for the provision of a secondary access. This volume may be reduced or increased based on information received from the lead land use agency, the applicable fire department, and/or EMS.

5.1.16 ACHD staff recommends the applicant be required to construct private roads within the (majority of the) site.

5.1.17 The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:
- Dedicate a min. of 50 feet of right-of-way for the road,
- Construct the roadway to the minimum ACHD requirements,
- Construct a stub street to the surrounding parcels.

5.1.18 Tiercel Drive is not proposed to be extended further into the site as part of future phases; therefore, the applicant should redesign Tiercel Drive to terminate at the intersection with Harrier Drive and not look like a stub street. To ensure there is a clear distinction between the terminus of the public street and the extension of the private road, the applicant's proposal to construct a bulb-out and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the intersection should be approved, as proposed.

VI
STAFF ANALYSIS

6.1 On April 1, 2021 staff held a pre-application meeting with the applicant and representatives from Planning and Zoning, Public Works, Parks and Recreation, ACHD, ITD, Kuna School District (KSD), Kuna Rural Fire District (KRFD) and the Kuna Police Department (KPD) were all invited to attend. The applicant held a neighborhood meeting on April 5, 2021, and seven (7) residents attended the meeting. Meeting minutes have been included with this packet.

The applicant proposes to subdivide approximately 86.90 acres into 291 Residential lots, 43 common lots and 18 common driveways. These lands were annexed into the City of Kuna limits in Feb. 2019, and have two (2) zones; R-6, MDR, and R-12, (HDR. The overall gross density of the project is proposed at 3.38 dwelling units per acre (DUA).

13.29 acres, or 15+ percent of the project, is proposed to be usable open space, including all end caps, buffers, parks, and pathways. Pathways are provided throughout the subdivision to provide pedestrian connectivity. Staff recommends additional paved walking surfaces be added to open spaces. Staff specifically requests paved surfaces for pedestrians for the following Lot and Blocks:
- Block 7, Lot 11 to lot 2 or 19;
- Block 56, from Portstewart Ave. to the Cul-de-sac; and
- Connect the proposed path in Block 6, to Auodlhya Street.

KCC 5-17-12-D requires developments with a range of 250 - 300 homes/dwelling units to devote 9.*50%* of the development area to useable open space; staff views the proposed open space for *Falcon Crest Golf Villages* to be in compliance with Kuna City Code (KCC). KCC requires sidewalks on collectors to be a minimum of eight (8) feet. Staff recommends detached eight (8) foot sidewalks on both sides of Tiercel and Harrier Drives as these streets will both function as Collector Roads.

The proposed Subdivision is within the Orchard Lift Station Sewage Basin which has available capacity and the sewer line is currently being extended to W Tiercel Drive. Sewer and water flow models will be required to verify pipe sizes and shall be paid by developer.

ACHD policies do not allow for S Cabot Cliffs Way to be public due to estimated vehicle trips exceeding policy thresholds. However, the Falcon Crest PUD project was previously approved (2019; 18-04-S &18-02-PUD) to allow for private streets on a case-by-case basis. Due to site constraints and the inability to provide a connection to neighboring parcels, ACHD will not accept streets downstream from S Cabot Cliffs Way. The Applicant should be conditioned to construct S Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.

KCC 6-3-3 states cul-de-sacs must be 500 feet or shorter. In 2019 (18-04-S &18-02-PUD), the applicants modification request of KCC 6-3-3, from 500 feet Max. to 700 feet was approved. However, the approved language also requires KRFD approval & EMS access.

The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The applicant will be required to ensure street lights are at a maximum spacing not exceeding 250 ft. The final location of street lights will be approved at the time of construction document review. Staff notes all streetlights must be designed and installed according to "Dark Sky" standards.

A design review application for common area landscaping and open space was included as a part of the overall application. The application includes several internal pathways, staff will require the applicant comply with KCC 5-5-5-F and install "see-through" fence in the appropriate locations. With the addition of pathways listed above, staff finds the proposed landscaping, buffers and common space to be in compliance with Kuna City Code. Additionally, staff notes that if this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any meter pits, pressurized irrigation valves, and/or ACHD underground facilities. In the event that locations of landscape elements are within the locations listed above, the landscaping in that area must be moved to an alternate location, and an updated landscape plan must be provided to staff *prior* to scheduling final landscape and street light inspection(s). The Developer, Owner and/or Applicant is hereby notified that this project is subject to design review inspection fees. Required inspections (post construction), are to verify landscaping and street light placement compliance prior to signature on the final plat for each phase.

Kuna's Comprehensive Plan (Comp Plan) encourages a variety of housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comp Plan are included below in Section VIII (8) of this staff report.

Staff has reviewed the proposed Preliminary Plat for technical compliance and for Design Review compliance with KCC, and finds the applications are in compliance Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan. The applicant will be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements. Staff recommends if the Planning and Zoning Commission recommends approval of Case No. 21-04-S (Preliminary Plat) and approves Case No. 21-14-DR (Design Review), the applicant be subject to the Conditions of Approval listed in section IX (9) of this report, as well as any additional conditions requested by the Planning and Zoning Commission and Council as applicable.

6.2 Applicable Standards

6.2.1 City of Kuna Zoning Ordinance, Title 5
6.2.2 City of Kuna Comprehensive Plan FLUM
6.2.3 Idaho Code, Title 67, Chapter 65 – Local Land Use Planning Act
6.2.4 Idaho Code, Title 39, Chapter 11 – Health and Safety

VII
PROPOSED FINDINGS OF FACT

Based upon the record contained in Case Nos. 21-04-S and 21-14-DR, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, the exhibits, and testimony during the public hearing, the Kuna Planning and Zoning Commission hereby (***approves/conditionally approves/denies***) Case No. 21-14-DR and hereby recommends (***approval/conditional approval/denial)*** for Case No. 21-04-S, a request for preliminary plat, in order to subdivide approx. 86.90 ac. into 291 residential lots, 18 common driveway lots and 43 common lots for a total of 352 lots, using the R-6 (MDR) and R-12 (HDR) zones, from Wendy Shrief with J-U-B Engineers.

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

7.1 Based on the evidence contained in Case No's 21-04-S and 21-14-DR, this proposal **does/does not** generally comply with the Kuna City Code (KCC).

Staff Finding: *The applicant has submitted a complete application, and following staff review for technical compliance the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

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

Staff Finding: *The applicant held a neighborhood meeting on April 5, 2020. A total of seven (7) residents attended the meeting. A legal notice was published in the Kuna Melba Newspaper on October 6, 2021. The applicant posted sign on the property on October 15, 2021. Neighbor Notices were mailed to land owners within 300-FT of the proposed project site on October 7, 2021.*

7.3 Based on the evidence contained in Case Nos. 21-04-S and 21-14 DR, this proposal **does/does not** generally comply with the Comprehensive Plan.

Staff Finding: *The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna, as well as the installation of pathways and open space. The project will remain R-6 MDR and R-12 HDR, the Comp Plan Map designates the properties as Mixed-Use General.*

7.4 The contents of the proposed Annexation and Preliminary Plat and Design Review applications ***do/do not*** contain all of the necessary requirements as listed in KCC 6-2-3 Preliminary Plat and KCC 5-4 Design Review.

Staff Finding: *Review by Staff of the proposed Preliminary Plat and Design Review confirms all requirements listed in KCC 6-2-3 and 5-4 were provided.*

7.5 The availability of existing and proposed public services and streets can accommodate the proposed development.

Staff Finding: *According to ACHD's report and the submitted Traffic Impact Study, the current traffic improvements on Cloverdale Road do not meet minimum operational thresholds. However, through limited plat approvals and signatures with specific lot counts listed in the ACHD staff report, there will be a future TIS and other improvements required by this developer on and off-site to bring traffic levels up to acceptable levels. Once mitigation improvements are completed, per the submitted TIS, the intersection will be back within an acceptable operational threshold. Falcon Crest Subdivision is within the Orchard Street Lift Station Sewage Basin. Sewer Flow models will be required to verify pipe sizes and will be paid by developer.*

7.6 The proposed development ***is/is not*** compliant with Kuna City Master Utility Plans (Sewer/Water/Pressurized Irrigation).

Staff Finding: *Correspondence from Kuna Public Works states the City of Kuna can provide sewer and potable water services. The Pressure Irrigation line will be built to Kuna standards but retained by the Applicant.*

7.7 The public ***does/does not*** have the financial capability to provide supporting services to the proposed development.

Staff Finding: *Throughout the development of the project and beyond, connection fees, impact fees (Fire, Police, Parks and the Ada County Highway District), and property taxes will be collected, therefore satisfying the financial capability to provide supporting services.*

7.8 The proposed project ***does/does not*** consider health and safety of the public and the surrounding area's environment.

Staff Finding: *Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, bike lanes stub streets, etc. are required to be implemented as a part of this project. No major wildlife habitats will be impacted by the proposed development.*

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

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

VIII
PROPOSED COMPREHENSIVE PLAN ANALYSIS

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

8.1 Goal Area 2: Kuna will be a healthy, safe community.

- Goal 2.A.: Maintain and expand an interconnected greenbelt, pathways and trail system.
  - Objective 2.A.2.: Maintain and expand the pathway and trail network with a focus on building connectivity to key activity and population centers that serve all areas of Kuna.
    - Policy 2.A.2.d: Work with private developers and landowners to direct expansion of the trails and pathways system throughout Kuna, including:
      - Ensure appropriate polices and ordinances are in place to incentivize and require construction of new pathways and trails infrastructure as development and redevelopment occurs.
      - Require all new neighborhood and subdivision developments to incorporate pathway connectivity within the neighborhood and tie into existing or anticipated pathways and trails.
      - Clearly identify locations where trails and pathways infrastructure should be publicly accessible, and who will be responsible to provide regular maintenance for these areas.
- Goal 2.B.: Maintain and expand parks and public gathering spaces.
  - Objective 2.B.1.: Maintain and expand the parks system.
    - Policy 2.B.1.b: Continue to require neighborhood park development through the subdivision development process.

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

- Goal 3.D.: Encourage development of housing options and strong neighborhoods.
  - Objective 3.D.1.: Encourage development of housing options for all citizens.
    - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
  - Objective 3.D.2.: Create strong neighborhoods through preservation, new development, connectivity and programming.

- Policy 3.D.2.d: Work to ensure all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street and transit infrastructure.

- Goal 3.G.: Respect and protect private property rights.
  - Objective 3.G.1.: Ensure land use policies, restrictions, and fees do not violate private property rights.
    - Policy 3.G.1.b: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
    - Policy 3.G.1.c: Ensure land use actions, decisions and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

8.3 Goal Area 4: Kuna will be a connected community through strong transportation and infrastructure systems.

8.3.1 Goal 4.B.: Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.

- Objective 4.B.2.: Maintain and expand sidewalks and pedestrian facilities within the community.
  - Policy 4.B.2.b: Install detached sidewalks **and/or** protected pedestrian routes/facilities along high trafficked roads as development occurs.
  - Policy 4.B.2.c: Promote the installation of off-system pedestrian pathways to create neighborhood connections and reduce the length of non-motorized transportation routes.
  - Policy 4.B.2.g: Coordinate with developers to connect and/or enhance pedestrian facilities, including on and off-system pathways, footbridges (across canals, etc.), road bridges, sidewalks, pedestrian crossings and wayfinding signage.

8.3.2 Goal 4.C.: Increase pathway, trail and on-street bicycle facilities.

- Objective 4.C.1.: Maintain and enhance existing pathways, trails and on-street bicycle facilities.
  - Policy 4.C.1.a: Expand the bicycle network as identified in the Kuna Pathways Master Plan and ACHD Roadways to Bikeways Plans through land use developments and capital improvement projects.
  - Policy 4.C.1.e: Coordinate with developers to connect to and/or enhance bicycle facility connections, including pathways, non-motorized canal crossings, road bridges and wayfinding signage.
- Objective 4.C.2.: Ensure expansion of pathways, trails and on-street bicycle routes.
  - Policy 4.C.2.b: Promote the installation of off-system bicycle pathways to create neighborhood connections and reduce non-motorized transportation route lengths.

8.3.3 Goal 4.D.: Promote a connected street network that incorporates mid-mile collectors and crossing for improved neighborhood connectivity.

- Objective 4.D.2.: Ensure the continued expansion/development of mid-mile collector system throughout the community.
  - Policy 4.D.2.a: Extend and expand mid-mile roads as growth occurs.
  - Policy 4.D.2.b: Preserve adequate rights-of-way along all mid-mile roads or other approved alternative locations to align roads.

IX
COMMISSIONS ORDER OF DECISION

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

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission hereby recommends (***approval/conditional approval/denial***) of Case No. 21-04-S (Preliminary Plat), a request from Wendy Shrief with J-U-B Engineers to subdivide approx. 86.90 ac. into 352 total lots (291 buildable lots, 18 common driveways and 43 common lots); and (***approves/conditionally approves/denies***) Case No. 21-14-DR (Design Review), subject to the following conditions of approval:

9.1 The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

9.1.1 The City Engineer shall approve the sewer hook-ups.

9.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.

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

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

9.1.5 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

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

9.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

9.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.

9.3 Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.

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

9.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform all corresponding Master Plans.

9.6 The Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional lift station capacity.

9.7 The Developer/Owner/Applicant shall not submit an application for final plat until the City's Public Works Director issues a Will-Serve Letter to the applicant stating that the City's Orchard Street Lift Station or any other City appurtenance has capacity to accept the wastewater discharged from the proposed development.

9.8 In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.

9.9 Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.

9.10 Developer/owner/applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic mitigation improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.

9.11 It is the responsibility of the developer or their Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development.

9.12 Developer is conditioned to follow ACHD's site specific conditions of approval, unless the City of Kuna's standards are stricter.

9.13 Developer/Owner/Applicant shall install a sign at the terminus of every proposed stub street stating these roads will continue in the future. Developer/Owner/Applicant shall obtain proper language from Ada County Highway District.

9.14 Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.

9.15 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

9.16 Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).

9.17 All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.

9.18 Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.

9.19 The Applicant shall install sod wherever the landscape plan identifies "Lawn" and provide staff an updated landscaping plan accommodating the requested change.

9.20 All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.

9.21 If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.

9.22 Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.

9.23 Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.

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

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

9.26 Staff specifically requests paved surfaces for pedestrians for the following Lot and Blocks:
- Block 7, Lot 11 to lot 2 or 19;
- Block 56, from Portstewart Ave. to the Cul-de-sac; and
- Connect the proposed path in Block 6, to Auodlhya Street.

9.27 KCC requires separated eight (8) foot sidewalks on both sides for Tiercel and Harrier Drives.

9.28 *It is the responsibility of the developer or his engineer to coordinate and design to the stricter requirement between agencies and the City of Kuna standards.*

9.29 *Developer/Owner/Applicant/Contractors are all hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.*

9.30 *Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.*

9.31 Applicant should is conditioned to construct S. Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.

DATED: this 14th day of December, 2021.

Planning & Zoning Application Coversheet

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

****Office Use Only****

File No.(s): 21-04-S (Preliminary Plat)

Project Name: Falcon Crest Golf Villages

Date Received: 05.17.2021

Date Accepted as Complete: _____

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

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

Owner of Record

Name: M3 ID Valor Golf Villas LLC

Address: 7033 E Greenway Pkwy, Scottsdale, AZ 85254

Phone: 208-939-6263 Email: mtate@m3companiesllc.com

Applicant (Developer) Information

Name: M3 Companies

Address: 1087 W River Street, Ste. 310

Boise, ID 83702

Phone: 208-939-6263 Email: mtate@m3companiesllc.com

Engineer/Representative Information

Name: Wendy Shrief

Address: 2760 W Excursion Lane, Ste. 400

Meridian, ID 83642

Phone: 208-376-7330 Email: wshrief@jub.com

Subject Property Information

Site Address: N Cloverdale Road

Nearest Major Cross Streets: E Kuna Road/N Cloverdale Road

Parcel No.(s): S1422110300

Section, Township, Range: _____

Property Size: _____

Current Land Use: _____ Proposed Land Use: _____

Current Zoning: _____ Proposed Zoning: _____

Project Description

Project Name: Falcon Crest Golf Village Subdivision

General Description of Project: 57 Townhome project

Type of proposed use (check all that apply and provide specific density/zoning):
■ Residential: R-2 R-4 R-6 R-8 R-12 R-20 ☐ Commercial: C-1 C-2 C-3 ☐ CBD
☐ Office ☐ Industrial: M-1 M-2 ☐ Other: _____

Type(s) of amenities provided with development: _____

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO
If YES, please describe: _____

Will any existing buildings remain? YES NO

No. of Residential Units: 57 No. of Building Lots: _____

No. of Common Lots: 1 No. of Other Lots: _____

Type of dwelling(s) proposed (check all that apply):
☐ Single-Family ☒ Townhomes ☐ Duplexes ☐ Multi-Family
☐ Other: _____

Minimum square footage of structure(s): 1803 sq ft is smallest

Gross Density (Dwelling Units ÷ Total Acreage): _____

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

Percentage of Open Space provided: 15.4 Acreage of Open Space: 86,158 sq ft

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

Landscaped common lots

Non-Residential Project Summary (If Applicable)

Number of building lots: N / A Other lots: _____

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

Building height: _____ Hours of Operation: _____

Total no. of employees: _____ Max no. of employees at one time: _____

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

Proposed Parking:

ADA accessible spaces: _____ Dimensions: N / A

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting “Dark Sky” compliant? YES NO

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

_____

_____

_____

Applicant Signature: _____ Date: 10/28/21

Preliminary Plat Application

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

Preliminary Plats require Public hearings with both the Planning & Zoning Commission and City Council. Public Hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

****Office Use Only****

Case No(s).: 21-04-S (Preliminary Plat)

Project Name: Falcon Crest Golf Villages

Date of Pre-Application Meeting: Valid for three (3) months

Date Received: 05.17.2021

Date Accepted as Complete: _____

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

- Complete Planning & Zoning Application Coversheet
- Complete Preliminary Plat Application
- Detailed narrative or justification for the application, describing the project, design elements, serviceability, amenities, and how the project complies with the requirements found within Kuna City Code.
- Vicinity Map 8.5" x 11": Drawn to scale of 1" = 300' (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Legal Description of Preliminary Plat Area: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.
- A letter or email from the Ada County Engineer showing the subdivision name reservation. (*A name change needs to be submitted and approved by the Planning & Zoning Director & Ada County Engineer.*)
- Preliminary Plat (24" x 36"): Drawn to a scale of 1" = 100' (or similar), showing
    - Topography at 2' intervals
    - Land uses (location, layout, types & dimensions) of Residential, Commercial & Industrial
    - Street right-of-way (ROW) including dimensions of ROW dedication for all roadways, street sections, improvements, etc.
    - Easements/common space such as utility easements, parks, community spaces, etc.
    - Layout & dimensions of lots

    - Improvements drawing showing water, sewer, drainage, electricity, irrigation, telephone, gas, proposed street lighting, proposed street names, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.
- Preliminary Plat (8.5" x 11"): Drawn to a scale of 1" = 100' (or similar), with the same items as listed in the "Preliminary Plat".
- Phasing Plan
- Landscape Plan for subdivision entrances, buffers, common areas, etc.
- Homeowners Maintenance Agreement for the care of landscaped common areas.

If the Preliminary Plat includes 100 lots or more, a Traffic Impact Study is required.

This application shall not be considered complete (nor will a Public Hearing be scheduled) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled hearing date, fees due, and any additional items via a Letter of Completeness.

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

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

DESIGN REVIEW APPLICATION

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

****Office Use Only****

Case No(s).: 21-04-S

Project Name: Golf Villages @ Falcon Crest

Date of Pre-Application Meeting: Apr 1, 2021

Date Received: Jul 10, 2021

Date Accepted as Complete: Jul 19, 2021

The City of Kuna has adopted a Design Review Overlay District 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 Kuna City Code 5-4. The Design Overlay District includes all of Kuna City Limits.

Design Review includes, but is not limited to:

- Commercial
- Industrial
- Institutional
- Office
- Multi-family Residential
- Common Areas
- Proposed Conversions
- Proposed changes in land and/or building use
- Exterior Remodeling/Restoration
- Enlargement or Expansion of existing buildings or sites

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

- Complete Planning & Zoning Application Coversheet
- Complete Design Review Application *(It is the Applicant's responsibility to use the most current application.)*
- Detailed narrative or justification for the application, describing the project, design elements and how the project complies with Design Review standards.
- Vicinity Map: 8.5" x 11" at 1" = 300' scale (or similar). Label the location of the property and adjacent streets.
- Aerial Map: 8.5" x 11" color photo depicting proposed site, street names, and surrounding area within 500'.
- Recorded Warranty Deed
- Affidavit of Legal Interest if the individual submitting the application is not the property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Color rendering and material sample(s) specifically noting where each color and material is to be located on the structure. *(PDF or photo of materials acceptable).*
- Detailed Plans: Site Plan; Landscape Plan; Drainage Plan; and Elevations.

Detailed Site Plan Requirements

- Name of plan preparer with contact information
- Name of project and date
- North arrow
- Property Lines
- Existing structures – Identify those which are 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 and/or proposed utility services; any above ground utility structures and provide their location
- Location and width of easements, canals and drainage ditches
- Location and dimensions of off-street parking
- Location and size of any loading areas, docks, ramps and vehicle storage or service areas
- Location of trash storage areas and exterior mechanical equipment; provide proposed method of screening
- Sign locations *(A separate Sign Application must be submitted; this is a Staff level review.)*
- On-site transportation circulation plan for motor vehicles, pedestrians and bicycles
- Locations and uses of <u>all</u> Open Spaces (*if applicable*)
- Location, types and sizes of sound and visual buffers *(all buffers must be located outside the public rights-of-way.)*
- Parking layout including spaces, driveways, curbs, cuts, circulation patterns, pedestrian walks and vision triangles
- Location and designation of subdivision lines *(if applicable)*, property lines, and rights-of-way
- Location of walls and fences; provide their height and material of construction
- Roofline and foundation plan of building and location onsite

Landscape Plan

The Landscape Plan need to be drawn by the Project Architect, Professional Landscape Architect, Landscape Designer, or qualified Nurseryman for developments possessing more than twelve thousand (12,000) square feet of private land. The Landscape Plan must be colored and drawn to a scale no smaller than 1" = 30', unless otherwise approved. The Planning & Zoning Director may require the preparation of a landscape plan for smaller developments by one of the noted individuals, if the lot(s) have unique attributes. (*See Kuna City Code 5-17 Landscaping Requirements*)

- Name of plan preparer with contact information
- Name of project and date
- North arrow
- Boundaries, property lines and dimensions
- Location and design of areas to be landscaped
- Location and labels for all proposed plants
- Existing vegetation identified by species & sizes, and if they are proposed to be relocated or removed (*Retention of existing trees required, see Kuna City Code 5-17-4*)
- Plant lists or schedules with the botanical common name, quantity, and spacing as well as the size of all proposed landscape materials at time of planting
- Location of automatic, underground irrigation systems (*See Kuna City Code 5-17-11*)
- Clearly identify pressurized irrigation lines and underground water storage

- Location, description, materials, and cross-sections of special features, including berming, retaining walls, hedges, fencings, fountains, street/pathway furniture, etc.
- Sign locations (a separate sign application must be submitted)
- Locations of open spaces (*if applicable*)
- Parking areas
- 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

- Detailed elevation plans, in color, of each side of any proposed building(s) or addition(s). Label associated elevations with North, South, East, West
- Color renderings of all proposed building materials and indication where each material and color application are to be located, in PDF or JPEG format.
- Screening of mechanical equipment
- Provide a cross-section of the building showing any rooftop mechanical units and their roof placement
- Detailed trash enclosure elevation plans showing the materials to be used in construction

Lighting Plan

- Exterior lighting, including detailed cut sheets and photometric plan *(pedestrian, vehicle, security, decoration, etc.)*
- Types and wattage of all light fixtures. *(NOTE: Lighting fixtures shall comply with "Dark Sky" policies.)*
- Placement of all light fixtures shown on elevations and landscaping plans

Owner Information

Name: Falcon Crest Club Partners

Address: 5430 LBJ Freeway Dallas, TX 75240

Phone: _____ Email: mtate@m3companiesllc.com

Applicant Information

Name: JUB Engineers / Wendy Shrief

Address: 2760 W. Excursion Ln. Ste 400 Meridian, ID 83642

Phone: 208.376.7330 Email: wshrief@jub.com

Engineer/Representative

Name: JUB Engineers / W. Scott Wonders

Address: 2760 W. Excursion Ln, Ste 400 Meridian, ID 83642

Phone: 208.376.7330 Email: swonders@jub.com

Property Information

Address: See attached deeds

Parcel No(s).: See attached applications

Closest Major Cross Streets: E. Cloverdale / Tiercel

Please check the box that reflects the intent of the application:

☐ Building Design Review ☐ Design Review Modification

☐ Staff Level Application ■ Subdivision/Common Area Landscape

1. Briefly explain the nature of the request: A Preliminary Plat application has been submitted to request approval of a 291 lot residential subdivision.

2. Dimension of property: 86.03 acres

3. Current land use(s): Vacant / Falcon Crest Golf Course

4. What are the land uses of the adjoining properties?

   North: FC Golf Course South: FC Golf Course

   East: FC Golf Course West: FC Golf Course

5. Is the project intended to be phased? If so, what is the phasing time period?

   Subdivision will be constructed over 1-2 years

6. Number and use(s) of all structures: 291 future residential lots

7. Building Height: N/A

8. Number of Stories: N/A

   (The height and width relationship of new structures shall be compatible and consistent with the architectural character of the area and proposed use. Height and area standards can be found in Kuna City Code 5-5-3.)

9. What is the percentage of building space on the lot when compared to the total lot area:

   N/A

Exterior Building Materials and Colors N/A

	Material	Color
Roof:		
Walls: (include percentage of wall coverage of each material)		
% of Wood Application:		
% EIFS: (Exterior Insulation Finish System)		
% Masonry:		
% Face Block:		
% Stucco:		
Other:		
Windows/Doors:		
Soffits and Fascia:		
Trim, etc.:		

Mechanical Units

Please identify mechanical unit(s) size and placement: N/A

Proposed screening method? _____

Trash Enclosures

Please identify trash enclosure location, size, and construction materials: N/A

Irrigation Ditches/Canals

Are there any irrigation ditches/canals on or adjacent to the property? YES NO X

If Yes, what is the name of the irrigation/drainage provider? _____

What is the proposed method of on-site drainage retention/detention? _____

Fencing

Is there any existing fencing that will remain? YES NO X

If Yes, what is the fencing material, size and location? N/A

What is the fencing material for all new fencing? To be determined

The City has regulations for fences, walls, and hedges (see Kuna City Code 5-5-5). A fence permit must but be acquired prior to installation of any fencing; a permit cannot be acquired until Design Review Application approval/denial.

Building Coverage

% of site devoted to building coverage?		
% of site devoted to landscaping? (Include landscaped rights-of-way)		Square Footage:
% of site that is hard surface? (paving, driveways, walkways)		Square Footage:
% of site devoted to other uses:		Describe:

Landscaping

Please provide dimensions of landscaped areas within public rights-of-way: See attached landscape plans.

Are there any existing trees of 4" or greater in caliper on the property? YES NO X
If Yes, what type, size and general location? (*Please indicate location on site plan. NOTE: It is the city's goal to preserve such trees.)*

Dock Loading Facilities

Will there be any dock loading facilities? YES NO X *(If Yes, please continue; if No, please skip this section.)*

No. of dock loading facilities and their location: _____

What is the proposed method of screening? _____

Pedestrian Amenities

Are there any proposed pedestrian amenities? (i.e. bike racks, trash receptacles, drinking fountains, benches, etc.) YES X NO

If Yes, please indicate type, number of each type: Pedestrian micropaths are located throughout proposed development.

Parking

Total number of parking spaces? N/A Dimensions? _____

Total number of ADA accessible spaces? N/A Dimensions? _____

Total number of compact spaces (8' x 17')? N/A

Miscellaneous

Will you be proposing setbacks different than those found in KCC 5-3-3? YES NO Note: Golf Villages is included in Falcon Crest DA

If YES, please provide setbacks below, in feet:
Front: _____ Rear: _____ Side: _____ Side: _____

Is any portion of the property subject to flooding conditions? YES NO X

The Ada County Highway District (ACHD) may also conduct a public meeting regarding this application. If you have questions about the meeting date, the traffic that this development may generate or the impact of that traffic on streets in the area, please contact ACHD at (208) 387-6170. In order to expedite your request, please have ready the file number indicated.

Applicant Signature: [signature] Date: 7/16/21

Additional Information

Please indicate/explain/provide any additional information deemed relevant to this application:

J-U-B COMPANIES
THE LANGDON GROUP
GATEWAY MAPPING INC.

J·U·B ENGINEERS, INC.

April 5, 2021

Jace Hellman
Planning and Zoning Director
City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

RE: FALCON CREST GOLF VILLAGE SUBDIVSION –PRELIMINARY PLAT

Dear Mr. Hellman:

On behalf of our client, M3 Companies, LLC, please accept this request for the Preliminary Plat for Falcon Crest Golf Village Subdivision. The proposed development is located on the east side of N. Cloverdale Road,; the proposed development is immediately adjacent to the previously approved Falcon Crest and Robinhood Subdivisions. The proposed development was previously annexed into the City of Kuna and the property has R-6 and R-12 zoning The development includes 86.03 acres.

Preliminary Plat

The Preliminary Plat for Falcon Crest Golf Village Subdivision consists of 86.03 acres, includes 291 residential lots, 43 common lots, and 18 common driveway lots. The common area will include 13.29 acres making up 15.4% of the platted area. The average lot size is 8,084 S.F and the residential density is 3.38 dwelling units per acre. All lots meet the dimensional standards of the R6 zoning district.

Access to the proposed subdivision will be provided off W. Tiercel Drive; construction of the utilities that will serve Falcon Crest Golf Village Subdivision will be sequenced with the construction of Falcon Crest and Robinhood Subdivisions.

Falcon Crest Golf Village Subdivision will include a range of single-family housing types. The proposed development includes both patio homes with shared common drives and smaller lots and traditional single-family homes on larger lots. The subdivision has been planned to maximize views of the adjoining golf course greens and to create connectivity between homes and amenities. All lots will feature upscale homes with a variety of building materials and architectural styles. The landscape plan included in this application shows the sizable investment that our client is ensuring that Falcon Crest Golf Village will be a first class development.

Neighborhood Meeting

A Neighborhood Meeting was held in accordance with City of Kuna standards on April 5, 2021. Neighbors were given the opportunity to view the proposed Preliminary Plat and ask questions regarding the proposed development. Neighbors were generally in favor of seeing residential development in this location. A sign-in sheet and comments from the meeting are attached as a part of this application.

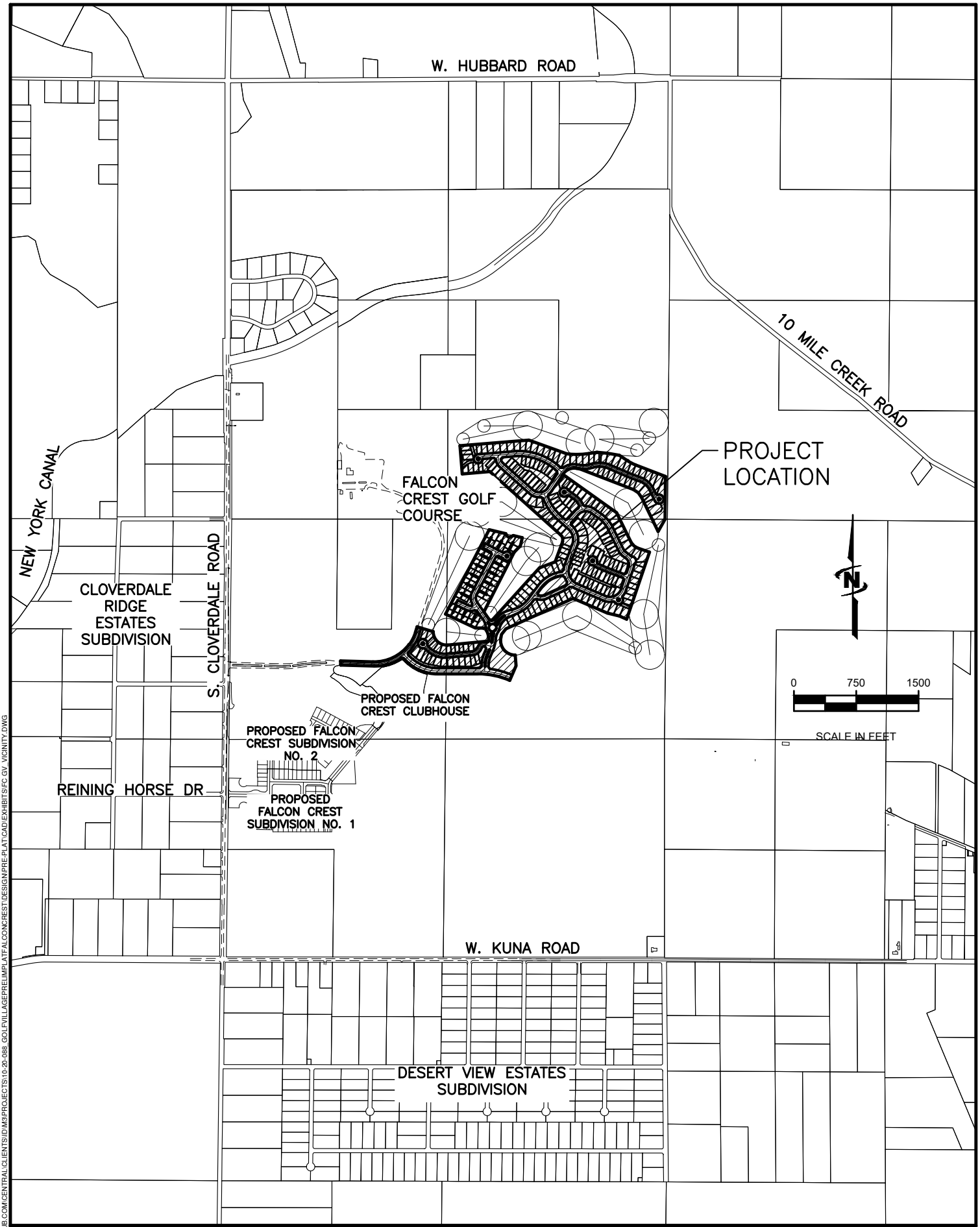
Development Schedule

Development is planned to proceed concurrently with Falcon Crest Subdivision We anticipate developing 1-2 phases a year until the project is completed.

The enclosed applications have been submitted in accordance with the requirements of the City of Kuna and will comply with all applicable local, state and federal requirements. The development has been designed in accordance with the City of Kuna's Code and Comprehensive Plan. Please contact me at 376-7330 if you have any questions regarding this application.

Sincerely,
J-U-B ENGINEERS, Inc.

Wendy Shrief, AICP



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NO	REVISION DESCRIPTION	BY	APR	DATE

FILE: FC GV_VICINITY
JUB PROJ. #:10-17-141
DRAWN BY: ####
DESIGN BY: ####
CHECKED BY: ####
LAST UPDATED: 4/6/2021

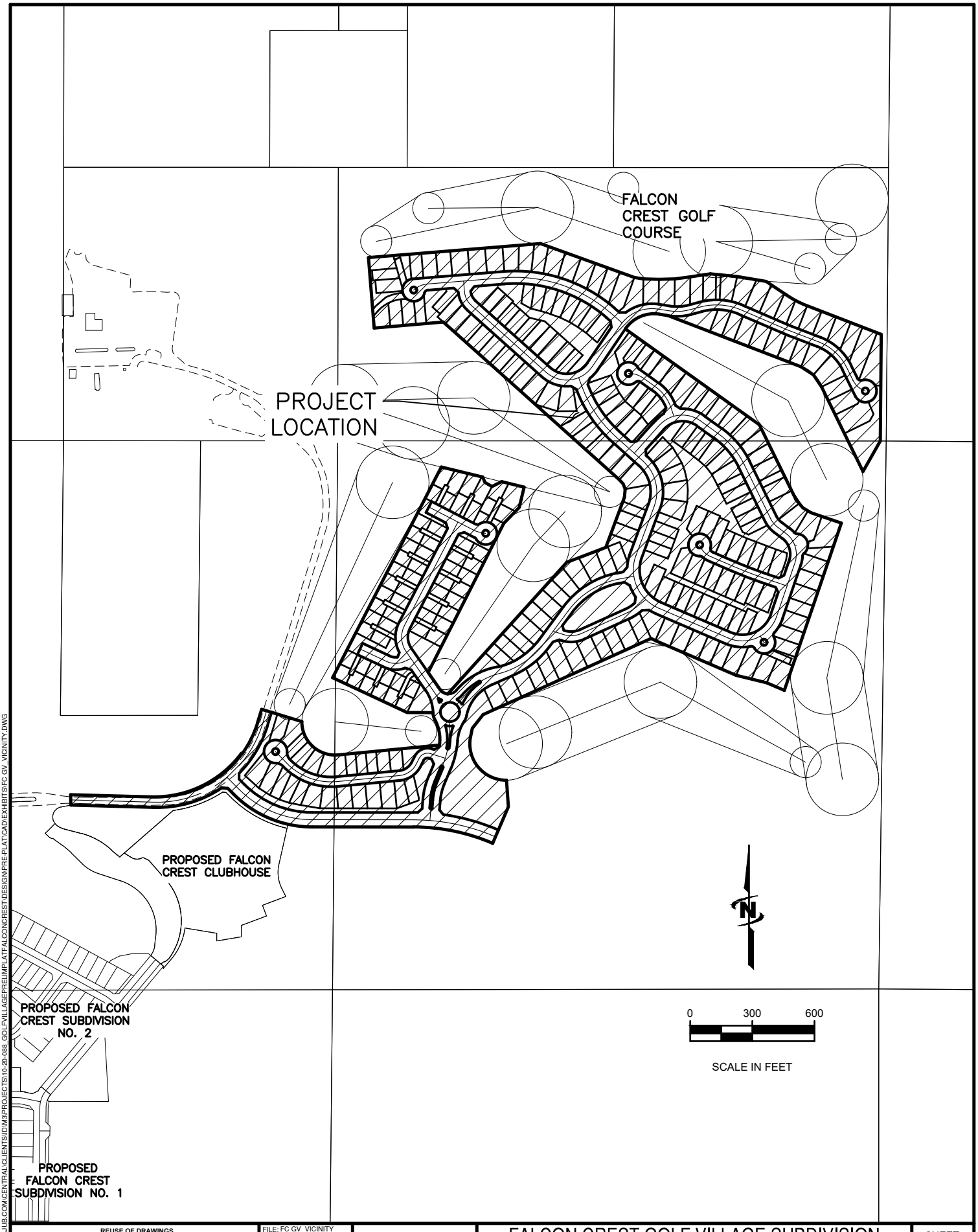
J-U-B ENGINEERS, INC.

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

VICINITY MAP

SHEET 1

Plot Date:4/29/2021 3:54 PM Plotted By: Everett Earnest
Date Created:4/5/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\EXHIBITS\FC GV_VICINITY.DWG



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FILE: FC GV_VICINITY
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DRAWN BY: ####
DESIGN BY: ####
CHECKED BY: ####
LAST UPDATED: 4/6/2021

J-U-B ENGINEERS, INC.

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

VICINITY MAP

SHEET 2

Plot Date:4/29/2021 3:53 PM Plotted By: Everett Earnest
Date Created:4/5/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088 GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\EXHIBITS\FC GV VICINITY.DWG

FALCON CREST SUBDIVISION
GOLF VILLAGE
LEGAL DESCRIPTION

Those portions the North Half of Section 22 and the Southeast Quarter of Section 15, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the center quarter corner of said Section 22, from which the west quarter corner of said Section 22 bears S 89°54'52" W, 2,653.59 feet; Thence, along the north-south mid-section line of said Section 22, N 00°33'40" E, 785.65 feet to the **POINT OF BEGINNING**;

Thence N 89°57'42" W, 105.71 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 420.19 feet, having a radius of 535.00 feet, a central angle of 45°00'00", a chord bearing of N 67°27'42" W and a chord length of 409.47 feet;
Thence N 44°57'42" W, 41.37 feet;
Thence N 84°57'01" W, 30.65 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 343.25 feet, having a radius of 555.00 feet, a central angle of 35°26'09", a chord bearing of S 73°48'41" W and a chord length of 337.81 feet;
Thence N 88°28'15" W, 402.51 feet;
Thence N 00°59'11" W, 50.05 feet;
Thence S 88°28'15" E, 389.26 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 501.22 feet, having a radius of 525.00 feet, a central angle of 54°42'02", a chord bearing of N 64°10'45" E and a chord length of 482.40 feet;
Thence S 53°10'16" E, 4.11 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 165.90 feet, having a radius of 505.00 feet, a central angle of 18°49'21", a chord bearing of N 26°34'43" E and a chord length of 165.15 feet;
Thence N 17°10'02" E, 70.35 feet;
Thence S 73°06'09" E, 202.74 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 268.64 feet, having a radius of 160.00 feet, a central angle of 96°11'57", a chord bearing of S 47°26'19" E and a chord length of 238.18 feet;
Thence N 84°27'42" E, 490.68 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 125.27 feet, having a radius of 200.00 feet, a central angle of 35°53'15", a chord bearing of N 10°05'28" W and a chord length of 123.23 feet to the beginning of a reverse curve;
Thence along said reverse curve to the right an arc length of 36.96 feet, having a radius of 82.00 feet, a central angle of 25°49'21", a chord bearing of N 15°07'25" W and a chord length of 36.64 feet;
Thence N 89°48'26" W, 124.88 feet;
Thence N 64°54'30" W, 396.54 feet;
Thence N 27°17'46" E, 1,143.55 feet;
Thence S 76°22'08" E, 205.71 feet;
Thence S 22°21'18" E, 27.82 feet;
Thence S 59°52'20" E, 38.96 feet;
Thence N 63°22'40" E, 51.96 feet;

2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5313 W www.jub.com P 208.376.7330

Thence S 76°22'08" E, 111.98 feet;
Thence S 13°37'52" W, 100.70 feet;
Thence S 44°14'33" W, 106.74 feet;
Thence S 26°54'12" W, 806.95 feet;
Thence S 34°49'22" E, 100.17 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 44.59 feet, having a radius of 50.00 feet, a central angle of 51°05'34", a chord bearing of S 60°22'09" E and a chord length of 43.12 feet;
Thence N 42°09'23" E, 855.54 feet;
Thence N 68°59'10" E, 201.65 feet;
Thence N 20°25'28" E, 257.90 feet;
Thence N 05°05'23" E, 39.67 feet;
Thence N 20°29'54" W, 26.70 feet;
Thence N 42°33'48" W, 27.15 feet;
Thence N 48°08'03" W, 787.35 feet;
Thence N 48°11'29" W, 353.48 feet;
Thence S 85°01'42" W, 334.52 feet;
Thence N 04°38'30" W, 341.06 feet;
Thence N 85°21'30" E, 832.35 feet;
Thence S 70°11'34" E, 482.11 feet;
Thence S 81°44'04" E, 47.65 feet;
Thence S 88°25'14" E, 75.00 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 118.05 feet, having a radius of 657.50 feet, a central angle of 10°17'14", a chord bearing of N 86°26'09" E and a chord length of 117.89 feet;
Thence N 81°17'32" E, 127.91 feet;
Thence S 84°14'04" E, 130.32 feet;
Thence S 80°16'59" E, 141.41 feet;
Thence S 56°23'27" E, 126.88 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 100.24 feet, having a radius of 457.50 feet, a central angle of 12°33'13", a chord bearing of S 62°40'04" E and a chord length of 100.04 feet;
Thence S 68°56'40" E, 386.83 feet;
Thence S 00°29'55" W, 514.34 feet;
Thence S 29°38'46" W, 169.35 feet;
Thence N 26°03'36" W, 454.44 feet;
Thence N 33°59'09" W, 69.61 feet;
Thence N 56°51'57" W, 71.24 feet;
Thence N 68°57'38" W, 688.15 feet;
Thence N 81°02'06" W, 43.04 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 188.22 feet, having a radius of 166.26 feet, a central angle of 64°51'52", a chord bearing of S 66°31'58" W and a chord length of 178.33 feet;
Thence S 54°26'33" E, 795.03 feet;
Thence S 26°03'36" E, 403.04 feet;
Thence S 40°34'22" E, 50.84 feet;
Thence S 59°06'42" E, 47.06 feet;
Thence S 71°10'56" E, 153.00 feet;
Thence S 18°49'04" W, 852.68 feet;
Thence N 66°44'19" W, 92.38 feet;

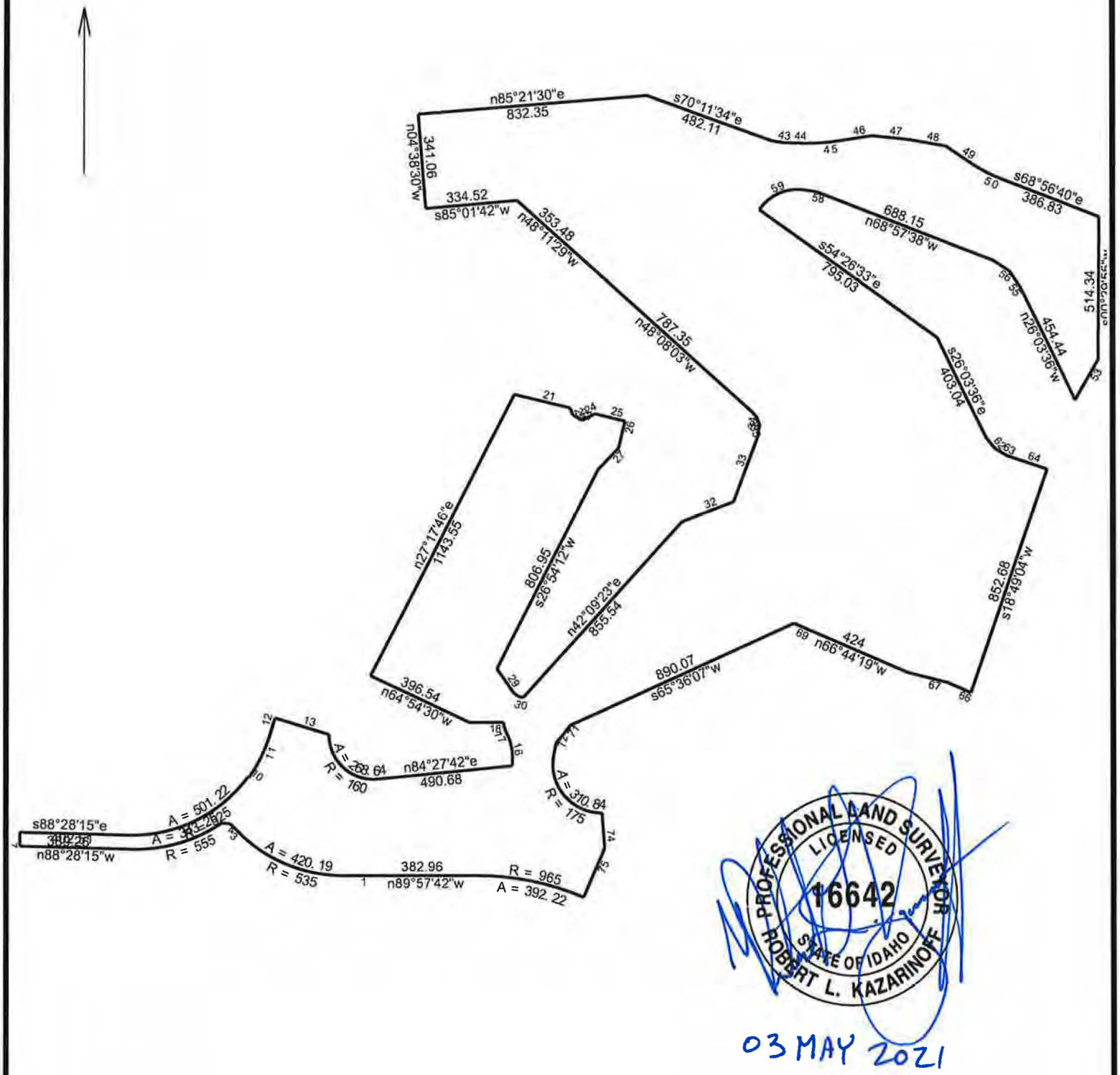
Thence N 76°12'04" W, 152.07 feet;
Thence N 66°44'19" W, 424.00 feet;
Thence N 62°55'44" W, 23.17 feet;
Thence S 65°36'07" W, 890.07 feet;
Thence S 38°17'57" W, 84.26 feet;
Thence S 11°13'36" W, 42.13 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 310.84 feet, having a radius of 175.00 feet, a central angle of 101°46'15", a chord bearing of S 39°39'32" E and a chord length of 271.56 feet;
Thence S 04°07'57" E, 128.56 feet;
Thence S 23°19'33" W, 192.38 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 392.22 feet, having a radius of 965.00 feet, a central angle of 23°17'15", a chord bearing of N 78°19'04" W and a chord length of 389.53 feet;
Thence N 89°57'42" W, 382.96 feet to the **POINT OF BEGINNING**.

The hereinabove-described parcel of land contains 86.03 acres, more or less.

END OF DESCRIPTION

J-U-B ENGINEERS, Inc.
This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS



PROFESSIONAL LAND SURVEYOR
LICENSED
16642
STATE OF IDAHO
ROBERT L. KAZARINOFF

03 MAY 2021

	5/3/2021
Scale: 1 inch= 500 feet	File: Falcon Crest Golf Village BOUNDARY.ndp

Tract 1: 86.0284 Acres, Closure: s13.5229e 0.04 ft. (1/503127), Perimeter=20318 ft.

Tract Data and Deed Calls: File= Falcon Crest Golf Village BOUNDARY.ndp

Tract 01: 86.0284 Acres, Closure: s13.5229e 0.04 ft. (1/503127), Perimeter=20318 ft.

1: n89.5742w 105.71
2: curve right radius 535 arc 420.19 delta 045.0000 chord dir n67.2742w chord dist 409.47
3: n44.5742w 41.37
4: n84.5701w 30.65
5: curve right radius 555 arc 343.25 delta 035.2609 chord dir s73.4841w chord dist 337.81
6: n88.2815w 402.51
7: n00.5911w 50.05
8: s88.2815e 389.26
9: curve left radius 525 arc 501.22 delta 054.4202 chord dir n64.1045e chord dist 482.4
10: s53.1016e 4.11
11: curve left radius 505 arc 165.9 delta 018.4921 chord dir n26.3443e chord dist 165.15
12: n17.1002e 70.35
13: s73.0609e 202.74
14: curve left radius 160 arc 268.64 delta 096.1157 chord dir s47.2619e chord dist 238.18
15: n84.2742e 490.68
16: curve left radius 200 arc 125.27 delta 035.5315 chord dir n10.0528w chord dist 123.23
17: curve right radius 82 arc 36.96 delta 025.4921 chord dir n15.0725w chord dist 36.64
18: n89.4826w 124.88
19: n64.5430w 396.54
20: n27.1746e 1143.55
21: s76.2208e 205.71
22: s22.2118e 27.82
23: s59.5220e 38.96
24: n63.2240e 51.96
25: s76.2208e 111.98
26: s13.3752w 100.7
27: s44.1433w 106.74
28: s26.5412w 806.95
29: s34.4922e 100.17
30: curve left radius 50 arc 44.59 delta 051.0534 chord dir s60.2209e chord dist 43.12
31: n42.0923e 855.54
32: n68.5910e 201.65
33: n20.2528e 257.9
34: n05.0523e 39.67
35: n20.2954w 26.7
36: n42.3348w 27.15
37: n48.0803w 787.35
38: n48.1129w 353.48
39: s85.0142w 334.52
40: n04.3830w 341.06
41: n85.2130e 832.35
42: s70.1134e 482.11
43: s81.4404e 47.65
44: s88.2514e 75
45: curve left radius 657.5 arc 118.05 delta 010.1714 chord dir n86.2609e chord dist 117.89
46: n81.1732e 127.91
47: s84.1404e 130.32
48: s80.1659e 141.41
49: s56.2327e 126.88
50: curve left radius 457.5 arc 100.24 delta 012.3313 chord dir s62.4004e chord dist 100.04
51: s68.5640e 386.83
52: s00.2955w 514.34
53: s29.3846w 169.35
54: n26.0336w 454.44
55: n33.5909w 69.61
56: n56.5157w 71.24
57: n68.5738w 688.15
58: n81.0206w 43.04
59: curve left radius 166.26 arc 188.22 delta 064.5152 chord dir s66.3158w chord dist 178.33

Tract Data and Deed Calls: File= Falcon Crest Golf Village BOUNDARY.ndp

60: s54.2633e 795.03
61: s26.0336e 403.04
62: s40.3422e 50.84
63: s59.0642e 47.06
64: s71.1056e 153
65: s18.4904w 852.68
66: n66.4419w 92.38
67: n76.1204w 152.07
68: n66.4419w 424
69: n62.5544w 23.17
70: s65.3607w 890.07
71: s38.1757w 84.26
72: s11.1336w 42.13
73: curve left radius 175 arc 310.84 delta 101.4615 chord dir s39.3932e chord dist 271.56
74: s04.0757e 128.56
75: s23.1933w 192.38
76: curve left radius 965 arc 392.22 delta 023.1715 chord dir n78.1904w chord dist 389.53
77: n89.5742w 382.96

03 MAY 2021

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

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=9 BONNIE OBERBILLIG
PIONEER TITLE COMPANY OF ADA COUNTY

2021-017162
02/01/2021 02:37 PM
$15.00

After Recording Return to:
M3 ID Valor Golf Villas, LLC
7033 E. Greenway Parkway, Suite 100
Scottsdale, AZ 85254

FOR RECORDING INFORMATION

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED

Fairmont Tempe, LLC, an Arizona limited liability company, the Grantor, does hereby grant, bargain, sell and convey unto

M3 ID Valor Golf Villas, LLC, an Arizona limited liability company

whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, the Grantee, the following described premises, in Kuna, Ada County, Idaho, more specifically described on Exhibit A attached hereto and made a part hereof.

SUBJECT TO taxes and assessments (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable; to any and all existing reservations, restrictions, dedications, easements, rights-of-way, agreements and encumbrances of record; to all zoning laws and ordinances; to the matters set forth on Exhibit B attached hereto and incorporated herein by reference; and to any state of facts an accurate survey or inspection of the premises would show.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and Grantee's heirs and assigns forever.

Said Grantor does hereby covenant to and with said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances created or suffered by the Grantor, EXCEPT those of record and those to which this conveyance is expressly made subject as herein set forth, and those made, suffered or done by the Grantee; and that Grantor shall warrant and defend the same from all lawful claims of or through Grantor, but none other.

Dated this 29 day of January, 2021.

GRANTOR:

Fairmont Tempe, LLC,
an Arizona limited liability company

By: 4222, LLC, an Arizona limited liability company
Its: Manager

By: _____
W. Scott Schirmer, Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 29 day of January, 2021, before me, Joanne B Dambeck, a Notary Public in and for said state, personally appeared W. Scott Schirmer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Joanne B Dambeck
Notary Public in and for said State

My Commission Expires:

7-19-24

JOANNE B. DAMBECK
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 585719
Expires July 19, 2024

Exhibit A
Legal Description

PARCEL I:
Those portions the North Half of Section 22 and the Southeast Quarter of Section 15, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:
Commencing at the southeast corner of said Section 22, from which the south quarter corner of said Section 22 bears N89°58'04"W, 2,660.61 feet; Thence along the east line of said Section 22,
N00°02'10"E, 2,661.90 feet to the east quarter corner of said Section 22 and the POINT OF BEGINNING;

Thence N89°35'20"W, 590.91 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 731.03 feet, having a radius of 1,000.00 feet, a central angle of 41°53'05", a chord bearing of N68°38'47"W and a chord length of 714.86 feet;
Thence N47°42'15"W, 809.43 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 846.35 feet, having a radius of 1,000.00 feet, a central angle of 48°29'33", a chord bearing of N71°57'01"W and a chord length of 821.32 feet;
Thence S81°52'54"W, 146.10 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 272.18 feet, having a radius of 375.00 feet, a central angle of 41°35'12", a chord bearing of N77°19'29"W and a chord length of 266.25 feet;
Thence N35°46'21"E, 35.03 feet to the beginning of a non-tangent curve;
Thence along said curve to the left an arc length of 245.37 feet, having a radius of 340.00 feet,
A central angle of 41°20'58", a chord bearing of S77°26'37"E and a chord length of 240.08 feet;
Thence N 81°52'54"E, 146.68 feet to the beginning of a non-tangent curve;
Thence along said curve to the right an arc length of 316.28 feet; having a radius of 1,035.00 feet; a central angle of 17°30'30", a chord bearing of S87°28'30"E and a chord length of 315.05 feet;
Thence N80°19'03"E, 143.03 feet
Thence N00°53'49"W, 218.65 feet;
Thence N69°31'57"W, 96.65 feet;
Thence N89°37'41"W, 84.01 feet;
Thence N76°31'10"W, 134.74 feet to the beginning of a non-tangent curve;
Thence along said curve to the left an arc length of 108.49 feet, having a radius of 175.00 feet, a central angle of 35°31'23", a chord bearing of N51°53'21"W and a chord length of 106.76 feet;
Thence N61°10'06"W, 71.69 feet;
Thence N26°55'12"E, 350.47 feet;
Thence N23°42'24"E, 560.61 feet;
Thence N45°01'11"E, 69.30 feet;
Thence N25°34'51"E, 108.91 feet to the beginning of a non-tangent curve;
Thence, along said curve to the left an arc length of 115.95 feet, having a radius of 175.00 feet, a central angle of 37°57'48", a chord bearing of N36°51'15"W and a chord length of 113.84 feet;
Thence N26°34'53"E, 88.62 feet;
Thence S86°04'53"E, 108.49 feet;
Thence S38°37'24"E, 209.51 feet;
Thence S79°09'03"E, 65.07 feet;
Thence N52°13'26E, 92.95 feet;
Thence S67°26'10"E, 227.00 feet;
Thence S51°23'37"W, 457.52 feet;
Thence S20°18'38"W, 232.07 feet;
Thence S11°58'25"W, 185.53 feet;
Thence S02°44'15"W, 256.61 feet;
Thence S18°49'26"W, 84.11 feet;
Thence S67°28'15"E, 150.69 feet;
Thence N22°38'11"E, 82.36 feet;
Thence N30°53'28"E, 226.42 feet;
Thence N25°59'12"E, 339.64 feet;

Thence N42°12'39"E, 206.16 feet;
Thence N 52°20'44"E, 278.23 feet;
Thence N44°25'02"E, 100.96 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 104.55 feet having a radius of 75.00 feet, a central angle of 79°52'24", a chord bearing of N04°28'50"E and a chord length of 96.29 feet;
Thence N14°37'42"W, 123.79 feet;
Thence N50°09'19"W, 1,085.49 feet;
Thence N66°25'23"W, 139.37 feet;
Thence N89°22'57"W, 120.08 feet;
Thence S54°48'03"W, 210.18 feet;
Thence N32°15'40"W, 90.16 feet;
Thence N58°37'08"E, 184.47 feet
Thence N32°23'04"W, 49.83 feet;
Thence N38°53'11"E, 94.68 feet;
Thence N73°12'46"E, 580.15 feet;
Thence S86°04'44"E, 266.08 feet;
Thence S79°01'36"E, 261.62 feet;
Thence S54°23'26"E, 191.58 feet;
Thence N89°46'12"E, 149.73 feet;
Thence S59°44'30"E, 104.21 feet;
Thence S86°12'30"E, 155.97 feet;
Thence N87°19'59"E, 142.55 feet;
Thence N78°11'41"E, 188.63 feet;
Thence S82°48'50"E, 130.15 feet;
Thence S58°16'37"E, 358.37 feet to a point 40.00 feet westerly of the east line of the Southeast Quarter of said Section 15;
Thence S00°29'55"W, 573.72 feet parallel with said east line to the south line of said Southeast Quarter;
Thence S00°47'22"W, 117.37 feet parallel with and 40.00 feet westerly from the east line of the North Half of said Section 22;
Thence N89°12'38"W, 66.25 feet;
Thence N23°06'26"W, 389.50 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 122.49 feet, having a radius of 175.00 feet, a central angle of 40°06'11", a chord bearing of N43°09'31"W and a chord length of 120.00 feet;
Thence N63°12'37"W, 232.73 feet;
Thence N50°24'06"W, 376.48 feet;
Thence N81°12'00"W, 281.13 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 199.89 feet, having a radius of 75.00 feet, a central angle of 152°42'18", a chord bearing of S22°26'51"W and a chord length of 145.76 feet;
Thence S49°39'46"E, 797.23 feet;
Thence S36°57'46"E, 227.86 feet;
Thence S15°22'51"E, 230.93 feet;
Thence S73°33'18"E, 75.31 feet;
Thence S09°31'23"E, 226.99 feet;
Thence S18°43'18"W, 559.23 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 50.55 feet, having a radius of 175.00 feet a central angle of 16°32'58", a chord bearing of S10°26'49"W and a chord length of 50.37 feet;
Thence S84°01'47"W, 80.15 feet;
Thence N38°29'58"W, 99.27 feet;
Thence N69°59'06"W, 217.85 feet;
Thence N83°56'09"W, 438.93 feet;
Thence S70°49'23"W, 183.52 feet;
Thence S60°16'39W, 290.62 feet;
Thence S35°17'36"W, 121.14 feet;

Thence S77°08'32"W, 193.58 feet;
Thence S43°41'56"W, 104.58 feet;
Thence S06°41'45"W, 119.66 feet;
Thence S27°45'48"E, 93.39 feet;
Thence S82°52'12"E, 230.04 feet;
Thence N73°47'11"E, 280.36 feet;
Thence N60°44'52"E, 257.72 feet;
Thence N39°08'01"E, 112.48 feet;
Thence S89°45'20"E, 227.76 feet;
Thence S61°57'07"E, 643.62 feet;
Thence S16°43'58"E, 98.88 feet;
Thence S44°29'04"E, 92.76 feet;
Thence S83°28'44"E, 130.37 feet;
Thence S89°12'38"E, 119.77 feet to the east line of the North Half of said Section 22;
Thence S00°47'22"W, 829.56 feet along said east line to the POINT OF BEGINNING.

PARCEL II:
Access Easement as disclosed by Access Easement Agreement recorded February 22, 2019 as Instrument No. 2019-014417, records of Ada County, Idaho

Exhibit B

File No.: 756509 Reference No.:

Schedule B-II

ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.

4. Easements, or claims of easements, not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

   (General Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

Special Exceptions:

8. General taxes for the year 2020, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2021.
   Parcel No.: 04 S1422110300
   Amount: $17,605.74

9. General taxes for the year 2021, which are liens and are not yet due and payable.
   Parcel No.: 04 S1422110300

10. Sewer charges and special assessments, if any, for the City of Kuna.
    Fax: (208) 922-5989

11. Intentionally deleted

12. Intentionally deleted

13. Intentionally deleted

14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: October 22, 1962
    Instrument No.: 540628 in Book 47 Misc. at Page 97
    Affects: S1/2 SE1/4 Section 15, T2N, R1E

15. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: April 29, 1966
    Instrument No.: 638204 in Book 53 Misc. at Page 303
    Affects: SE1/4 SW1/4 Section 1; NE1/4 NW1/4 Section 12; SE1/4 NE1/4 N1/2 SW1/4 and SW1/4 SW1/4 Section 11; T2N, R2E and S1/2 SE1/4 Section 15, T2N, R1E

16. Intentionally deleted

17. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Idaho Power Company, a corporation
    Recorded: January 31, 1969
    Instrument No.: 708856
    Affects: SW1/4 Section 14 and E1/2 NE1/4 Section 15 and NE1/4 NE1/4 Section 22 and NW1/4 NW1/4 Section 23, T2N, R1E

18. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: The Board of Ada County Commissioners of Boise, Idaho
    Recorded: February 19, 1970
    Instrument No.: 735583
    Affects: Easterly 25 feet of the E1/2 Section 22, R2N, R1E

19. Unrecorded Easement No. 4012 as disclosed by State of Idaho Easement
In Favor of: Idaho Power Company
Recorded: February 19, 1970
Instrument No.: 735583

20. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Robert A. Wolske
Recorded: July 23, 1970
Instrument No.: 747177
Affects: NW1/4 and the NE1/4 Section 22, T2N, R1E

Assignment
Recorded: July 14, 1981
Instrument No.: 8130956

Amendment
Recorded: April 20, 1999
Instrument No.: 99038484

21. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: January 31, 1975
Instrument No.: 913650
Affects: S1/2 S1/2 Section 15 and E1/2 NE1/4 Section 22, T2N, R1E

22. Intentionally deleted

23. Intentionally deleted

24. Reservations contained in an instrument
Document: Deed
Dated: March 22, 1997
Executed by: Hans Borbonus, an unmarried man
Recorded: April 2, 1997
Instrument No.: 97025425
As Follows: Except all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied.
Affects: W1/2 SW1/4, SE1/4 SW1/4 Section 15; N1/2 Section 22, T2N, R1E

25. Intentionally deleted

26. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: February 26, 1999
Instrument No.: 99019323
Affects: The East 25 feet of SE1/4 NE1/4 Section 22, T2N, R1E

27. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
    Recorded: October 25, 2005
    Instrument No.: 105160264
    Afects: NE1/4 Section 22, T2N, R1E

28. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
    Recorded: October 25, 2005
    Instrument No.: 105160264
    Afects: NE1/4 Section 22, T2N, R1E

29. Intentionally deleted

30. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
    In Favor of: Fairmont Tempe, L.L.C., an Arizona limited liability company
    Recorded: February 22, 2019
    Instrument No.: 2019-0014417

31. Ordinance No. 2019-36 by City of Kuna upon the terms and provisions set forth therein.
    Dated: September 23, 2019
    Recorded: September 17, 2019
    Instrument No.: 2019-090804

32. Terms, conditions, and provisions of Development Agreement
    Between: City of Kuna, M3 Builders, LLC, an Arizona limited liability company and Falcon Crest, LLC, an Idaho limited liability company
    Recorded: November 7, 2019
    Instrument No.: 2019-111089

33. Subject to those additional items which may be required by Old Republic National Title Insurance Company, following a review of this report.

34. Matters as disclosed by ALTA/NSPS Land Title Survey
    By: JUB Engineers, Inc
    Dated: 7/12/2017
    JUB Project No.: 10-17-028
    As follows:
    - Overhead Power Line
    - Pond

End of Exceptions

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

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=5 LISA BATT
FIRST AMERICAN TITLE INSURANCE COMPANY

2019-014374
02/22/2019 01:44 PM
$15.00

After Recording
Return to:

The M3 Companies
4222 E. Camelback Road #H100
Phoenix, AZ 85018

FOR RECORDING INFORMATION

#3194333 JMC

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, **Falcon Crest, LLC**, an Idaho limited liability company, also shown as Falcon Crest, L.L.C., an Idaho limited liability company, the GRANTOR, does hereby grant, bargain, sell and convey unto **Falcon Crest Holdings, LLC**, an Arizona limited liability company, the GRANTEE, whose address is 4222 E. Camelback Road, Suite H100, Phoenix, Arizona 85018, the real property located in Ada County, State of Idaho, as more particularly described on Exhibit A and incorporated herein by reference, together with all rights, titles, and interests appurtenant thereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Exceptions**").

Reserving unto Grantor and its successors and assigns a right of ingress and egress access and utility service across all of the Property. At such time as a public right-of-way for ingress and egress access and utility service consistent with the development as contemplated in the Development Agreement with the City of Kuna applicable to the Property is dedicated on the Property and available for use, such right of access and utility service shall terminate as to the area encompassed by such public right-of-way. Rights of access and utility service outside of such public right-of-way shall terminate upon recording of a permanent first priority easement providing for the same. In the event Grantee has not completed construction of a road and easement on the Property sufficient to provide contemplated access and utilities to Grantor's property and dedicated it to public use on or before December 31, 2021, Grantor shall have the right, in its discretion, to construct and dedicate to public use the contemplated road and utilities.

TO HAVE AND TO HOLD said Property, with its appurtenances unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, subject to the Permitted Exceptions.

Dated this 22day of February, 2019.

GRANTOR:

FALCON CREST, LLC,
an Idaho limited liability company

By: T Cook
Name: Terry Cook
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of February 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Cook, known or identified to me to be the MANAGER of Falcon Crest, LLC, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Notary Public for Idaho
Residing at: Boise, Idaho
My commission expires: 5/8/22

PATTY I CHUPP
COMMISSION #4953
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/08/2022

EXHIBIT A
LEGAL DESCRIPTION

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

FALCON CREST SUBDIVISION
4.8-ACRE RIGHT-OF-WAY PARCEL
LEGAL DESCRIPTION

That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears S 89°57'42" E, 2660.56 feet; Thence, along the south line of said Section 22, S 89°57'42" E, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, N 00° 42' 47" E, 2651.04 feet to the south line of the Northwest Quarter of said Section 22; Thence, continuing along said easterly right-of-way line, N 00° 42' 27" E, 757.32 feet to the POINT OF BEGINNING;

Thence, continuing along said easterly right-of-way line, N 00° 42' 27" E, 384.37 feet;
Thence, departing from said easterly right-of-way line and along the following twenty-six (26) courses:
Thence, S 55° 00' 22" E, 79.02 feet;
Thence, S 00° 42' 27" W, 110.67 feet;
Thence, S 70° 31' 04" E, 122.39 feet;
Thence, N 89° 39' 10" E, 499.02 feet;
Thence, N 85° 11' 37" E, 439.58 feet;
Thence, S 87° 07' 43" E, 153.39 feet;
Thence, S 61° 33' 48" E, 66.95 feet;
Thence, S 88° 28' 15" E, 389.26 feet to the beginning of a curve;
Thence, along said curve to the left an arc length of 526.86 feet, having a radius of 525.00 feet, a central angle of 57° 29' 57", a chord bearing of N 62° 46' 47" E and a chord length of 505.03 feet;
Thence, S 55° 58' 12" E, 50.00 feet;
Thence, S 34° 53' 58" W, 17.48 feet;
Thence, S 36° 38' 43" W, 17.52 feet to the beginning of a non-tangent curve;
Thence, along said curve to the right an arc length of 542.04 feet, having a radius of 575.00 feet, a central angle of 54° 00' 41", a chord bearing of S 64° 31' 25" W and a chord length of 522.19 feet;
Thence, N 88° 28' 15" W, 387.06 feet;
Thence, S 59° 25' 35" W, 106.49 feet to the beginning of a curve;

a 250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 p 208-376-7330 w www.jub.com

Thence, along said curve to the right an arc length of 117.72 feet, having a radius of 95.00 feet, a central angle of 71° 00' 04", a chord bearing of N 85° 04' 23" W and a chord length of 110.34 feet to the beginning of a non-tangent curve;
Thence, along said curve to the left an arc length of 123.41 feet, having a radius of 150.00 feet, a central angle of 47° 08' 18", a chord bearing of N 73° 08' 30" W and a chord length of 119.96 feet;
Thence, S 83° 17' 21" W, 157.87 feet;
Thence, S 82° 09' 46" W, 59.00 feet to the beginning of a non-tangent curve;
Thence, along said curve to the right an arc length of 170.91 feet, having a radius of 866.37 feet, a central angle of 11° 18' 10", a chord bearing of S 86° 28' 15" W and a chord length of 170.63 feet;
Thence, N 87° 52' 40" W, 226.76 feet to the beginning of a non-tangent curve;
Thence, along said curve to the left an arc length of 77.37 feet, having a radius of 3163.99 feet, a central angle of 01° 24' 04", a chord bearing of N 89° 06' 59" W and a chord length of 77.37 feet;
Thence, S 89° 35' 11" W, 65.91 feet;
Thence, S 01° 00' 37" E, 70.50 feet;
Thence, N 84° 15' 41" W, 198.62 feet;
Thence, S 52° 53' 25" W, 81.84 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 4.80 acres, more or less.

Robert L. Kazarinoff, PLS

02/19/2019

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EXHIBIT B
PERMITTED EXCEPTIONS

1. Easement, including terms and provisions contained therein:
Recording Information: 747177
In Favor of: Robert A. Wolske
For: 20 feet water transportation ditch

Assignment of Contract and Easement, recorded July 14, 1981, as Instrument No. 8130956, Records of Ada County, Idaho.

Assignment of Contract and Easement, recorded April 20, 1999, as Instrument No. 99038484, Records of Ada County, Idaho.

2. Easement, including terms and provisions contained therein:
Recording Information: 107043265
In Favor of: Idaho Power Company
For: public utilities

3. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

4. Any off-record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=21 CHE FOWLER
PIONEER TITLE COMPANY OF ADA COUNTY

2021-042022
03/16/2021 12:40 PM
$15.00

After Recording
Return to:

The M3 Companies
7033 E. Greenway Parkway, Suite 100
Scottsdale, AZ 85254

FOR RECORDING INFORMATION

SPECIAL WARRANTY DEED
(FCGH Property)

FOR VALUE RECEIVED, **FALCON CREST, LLC**, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto **FALCON CREST CLUB PARTNERS, LLC**, a Delaware limited liability company, the GRANTEE, whose address is Three Lincoln Centre, Suite 1400, 5430 LBJ Freeway, Dallas, Texas 75240, the real property located in Ada County, State of Idaho, as more particularly described on Exhibit A and incorporated herein by reference, together with all rights, titles, and interests appurtenant thereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD said Property, with its appurtenances unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, subject to the Permitted Exceptions.

Dated this 16 day of March, 2021.

GRANTOR:

FALCON CREST, LLC,
an Idaho limited liability company

By: _____
Terry Cook, Manager

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on this 15 day of March, 2021, by Terry Cook, as Manager of Falcon Crest, LLC.

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

JOSH HUFF
COMMISSION #20201663
NOTARY PUBLIC
STATE OF IDAHO

RESIDING IN BOISE, IDAHO
COMMISSION EXPIRES 05/21/2026

EXHIBIT A
LEGAL DESCRIPTION

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

FALCON CREST DEVELOPMENT
GOLF A PARCEL
LEGAL DESCRIPTION

That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00° 42' 47" East, 2650.93 feet; Thence, along the south line of said Section 22, South 89° 57' 42" East, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the northwest quarter of said Section 22; Thence continuing along the easterly right-of-way line of South Cloverdale Road North 00° 42' 27" East, 451.45 feet to the **POINT OF BEGINNING**;

Thence continuing along said easterly right-of-way line, N 00°42'27" E, 305.87 feet to the southerly line of that certain 4.8-Acre Parcel as described in that Special Warranty Deed recorded under Instrument No. 2019-014374, Ada County Records;

Thence along said southerly line the following eleven (11) courses:

1) N 52°53'25" E, 81.84 feet;
2) S 84°15'41" E, 198.62 feet;
3) N 01°00'37" W, 70.50 feet;
4) N 89°35'11" E, 65.91 feet to the beginning of a non-tangent curve;
5) Along said non-tangent curve to the right an arc length of 77.37 feet, having a radius of 3,163.99 feet, a central angle of 01°24'04", a chord bearing of S 89°06'59" E and a chord length of 77.37 feet;
6) S 87°52'40" E, 226.76 feet to the beginning of a curve;
7) Along said curve to the left an arc length of 170.91 feet, having a radius of 866.37 feet, a central angle of 11°18'10", a chord bearing of N 86°28'15" E and a chord length of 170.63 feet;
8) N 82°09'46" E, 59.00 feet;
9) N 83°17'21" E, 157.87 feet to the beginning of a curve;
10) Along said curve to the right an arc length of 123.41 feet, having a radius of 150.00 feet, a central angle of 47°08'18", a chord bearing of S 73°08'30" E and a chord length of 119.96 feet to the beginning of a reverse curve;
11) Along said reverse curve to the left an arc length of 56.64 feet, having a radius of 95.00 feet, a central angle of 34°09'36", a chord bearing of S 66°39'09" E and a chord length of 55.80 feet to the beginning of a non-tangent curve;

Thence departing from said southerly line and along said non-tangent curve to the right an arc length of 36.14 feet, having a radius of 182.50 feet, a central angle of 11°20'47", a chord bearing of S 34°50'22" E and a chord length of 36.08 feet to the beginning of a reverse curve;

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Thence along said reverse curve to the left an arc length of 33.36 feet, having a radius of 152.50 feet, a central angle of 12°31'58", a chord bearing of S 35°25'58" E and a chord length of 33.29 feet;
Thence S 48°49'12" W, 18.00 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 30.12 feet, having a radius of 170.50 feet, a central angle of 10°07'23", a chord bearing of S 46°42'21" E and a chord length of 30.08 feet to the beginning of a compound curve;
Thence along said compound curve to the left an arc length of 14.58 feet, having a radius of 27.00 feet, a central angle of 30°56'14", a chord bearing of S 67°14'10" E and a chord length of 14.40 feet to the beginning of a reverse curve;
Thence along said reverse curve to the right an arc length of 6.49 feet, having a radius of 13.00 feet, a central angle of 28°35'59", a chord bearing of S 68°24'17" E and a chord length of 6.42 feet;
Thence S 54°06'17" E, 50.03 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 58.06 feet, having a radius of 385.00 feet, a central angle of 08°38'27", a chord bearing of S 49°47'04" E and a chord length of 58.01 feet;
Thence S 45°27'50" E, 76.26 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 87.07 feet, having a radius of 190.00 feet, a central angle of 26°15'19", a chord bearing of S 58°35'30" E and a chord length of 86.31 feet;
Thence S 71°43'09" E, 115.00 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 340.74 feet, having a radius of 250.00 feet, a central angle of 78°05'34", a chord bearing of S 32°40'22" E and a chord length of 314.97 feet;
Thence S 06°22'25" W, 49.71 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 49.75 feet, having a radius of 85.00 feet, a central angle of 33°32'07", a chord bearing of S 23°08'28" W and a chord length of 49.04 feet;
Thence N 50°05'28" W, 11.87 feet;
Thence S 90°00'00" W, 83.01 feet;
Thence S 79°22'49" W, 59.02 feet;
Thence S 63°26'06" W, 48.80 feet;
Thence S 28°40'50" W, 11.20 feet;
Thence N 61°19'10" W, 506.16 feet;
Thence N 66°31'43" W, 456.58 feet;
Thence N 76°41'20" W, 101.65 feet;
Thence N 81°41'42" W, 86.24 feet;
Thence N 89°21'39" W, 319.53 feet;
Thence S 19°46'57" W, 158.63 feet;
Thence N 89°17'33" W, 102.22 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 13.98 acres, more or less.

Robert L. Kazarinoff, PLS

04 MAR 2021

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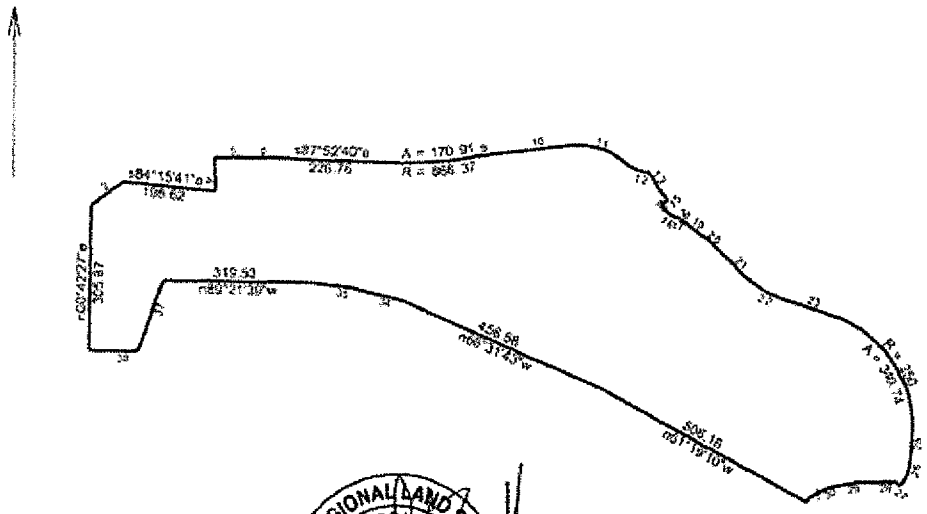

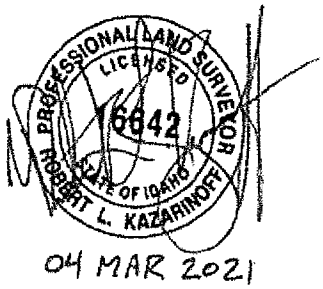

04 MAR 2021

	3/4/2021
Scale: 1 inch= 300 feet	File: GOLF A BOUNDARY.ndp

Tract 1: 13.9809 Acres, Closure: n42.0149w 0.01 ft. (1/721760), Perimeter=4505 ft.

01 n00.4227e 305.87
02 n52.5325e 81.84
03 s84.1541e 198.52
04 n01.0037w 70.5
05 n89.3511e 55.91
06 Rt, r=3163.99, delta=001.2404, arc=77.37, chord=s89.0659e 77.37
07 s87.5240e 226.76
08 Lt, r=868.37, delta=011.1810, arc=170.91, chord=n86.2815e 170.63
09 n82.0945e 59
10 n83.1721e 157.87
11 Rt, r=150.00, delta=047.0818, arc=123.41, chord=s73.0830e 119.96
12 Lt, r=95.00, delta=034.0936, arc=56.64, chord=s86.3909e 55.80
13 Rt, r=182.50, delta=011.2047, arc=36.14, chord=s34.5027e 36.08
14 Lt, r=152.50, delta=012.3158, arc=33.36, chord=s35.2558e 33.29
15 s48.4912w 18
16 Lt, r=170.50, delta=010.0723, arc=30.12, chord=s48.4221e 30.08
17 Lt, r=27.00, delta=030.5614, arc=14.58, chord=s67.1410e 14.40
18 Rt, r=13.00, delta=028.3559, arc=6.49, chord=s68.2417e 6.42
19 s54.0517e 50.03
20 Rt, r=385.00, delta=008.3827, arc=58.06, chord=s49.4704e 58.01
21 s45.2750e 76.26
22 Lt, r=190.00, delta=026.1519, arc=87.07, chord=s58.3530e 86.31
23 s71.4309e 115
24 Rt, r=250.00, delta=078.0534, arc=340.74, chord=s32.4022e 314.97
25 s06.2225w 49.71
26 Rt, r=85.00, delta=033.3207, arc=49.75, chord=s23.0828w 49.04
27 n50.0528w 11.87
28 s90.0000w 63.01
29 s79.2249w 59.02
30 s83.2606w 48.8
31 s28.4050w 11.2
32 n61.1910w 506.16
33 n66.3143w 456.58
34 n76.4120w 101.65
35 n81.4142w 86.24
36 n89.2139w 319.53
37 s19.4657w 158.63
38 n89.1733w 102.22

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANDON GROUP | GATEWAY MAPPING INC.

FALCON CREST DEVELOPMENT
GOLF B PARCEL
LEGAL DESCRIPTION

That portion of the West Half of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00° 42' 47" East, 2650.93 feet; Thence, along the south line of said Section 22, South 89° 57' 42" East, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the northwest quarter of said Section 22; Thence continuing along the easterly right-of-way line of South Cloverdale Road North 00° 42' 27" East, 451.44 feet;
Thence, leaving said easterly right-of-way line, South 89° 17' 33" East, 102.22 feet;
Thence, North 19° 46' 57" East, 158.63 feet;
Thence, South 89° 21' 39" East, 319.53 feet;
Thence, South 81° 41' 42" East, 86.24 feet;
Thence, South 76° 41' 20" East, 101.65 feet;
Thence, South 66° 31' 43" East, 456.58 feet;
Thence, South 61° 19' 10" East, 506.16 feet;
Thence, North 28° 40' 50" East, 11.20 feet;
Thence, North 63° 26' 06" East, 48.80 feet;
Thence, North 79° 22' 49" East, 59.02 feet;
Thence, North 90° 00' 00" East, 83.01 feet;
Thence, South 50° 05' 28" East, 91.36 feet;
Thence, South 03°11'47" East, 12.46 feet to the **POINT OF BEGINNING**;

Thence N 39°54'32" E, 60.47 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 164.84 feet, having a radius of 290.00 feet, a central angle of 32°34'06", a chord bearing of N 23°37'29" E and a chord length of 162.63 feet;
Thence S 80°41'16" E, 155.75 feet;
Thence S 00°00'00" E, 36.94 feet;
Thence N 80°28'40" E, 120.31 feet;
Thence N 00°00'00" E, 54.78 feet;
Thence N 69°21'29" E, 129.83 feet;
Thence N 20°38'31" W, 55.00 feet;
Thence N 69°21'29" E, 120.01 feet;
Thence N 26°06'46" W, 44.09 feet to the beginning of a curve;

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Thence along said curve to the right an arc length of 118.56 feet, having a radius of 175.00 feet, a central angle of 38°49'01", a chord bearing of N 06°42'16" W and a chord length of 116.31 feet;
Thence N 12°42'15" E, 203.25 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 117.16 feet, having a radius of 530.00 feet, a central angle of 12°39'57", a chord bearing of S 83°37'44" E and a chord length of 116.92 feet;
Thence S 89°57'42" E, 183.47 feet;
Thence S 00°02'18" W, 200.93 feet;
Thence S 07°27'55" E, 438.00 feet;
Thence S 19°41'17" E, 151.49 feet;
Thence S 74°10'20" E, 109.79 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 323.85 feet, having a radius of 175.00 feet, a central angle of 106°01'49", a chord bearing of S 20°33'22" E and a chord length of 279.58 feet;
Thence S 32°27'32" W, 94.39 feet;
Thence S 09°19'21" W, 11.32 feet;
Thence continuing S 09°19'21" W, 472.00 feet;
Thence S 10°13'46" W, 49.77 feet;
Thence S 14°54'58" W, 216.87 feet;
Thence continuing S 14°54'58" W, 622.97 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 56.96 feet, having a radius of 75.40 feet, a central angle of 43°16'47", a chord bearing of S 33°09'09" W and a chord length of 55.61 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 42.99 feet, having a radius of 75.00 feet, a central angle of 32°50'28", a chord bearing of S 71°13'11" W and a chord length of 42.40 feet;
Thence S 34°37'54" W, 23.48 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 57.51 feet, having a radius of 80.00 feet, a central angle of 41°11'29", a chord bearing of N 62°22'13" W and a chord length of 56.28 feet;
Thence continuing along said curve to the left an arc length of 80.56 feet, having a central angle of 57°41'49", a chord bearing of S 68°11'08" W and a chord length of 77.20 feet to the beginning of a reverse curve;
Thence along said reverse curve to the right an arc length of 61.94 feet, having a radius of 70.00 feet, a central angle of 50°42'04", a chord bearing of S 64°41'16" W and a chord length of 59.94 feet;
Thence N 89°57'42" W, 12.95 feet;
Thence N 00°07'38" W, 129.50 feet;
Thence N 04°14'23" W, 78.64 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 318.74 feet, having a radius of 365.33 feet, a central angle of 49°59'19", a chord bearing of N 26°47'23" E and a chord length of 308.73 feet;
Thence N 01°21'53" E, 244.49 feet;
Thence N 01°21'44" E, 252.33 feet;

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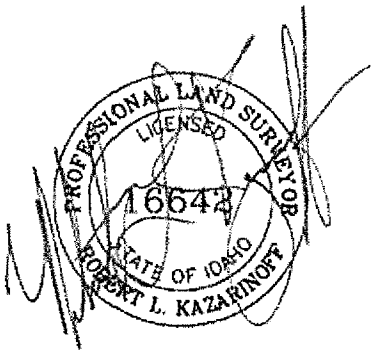
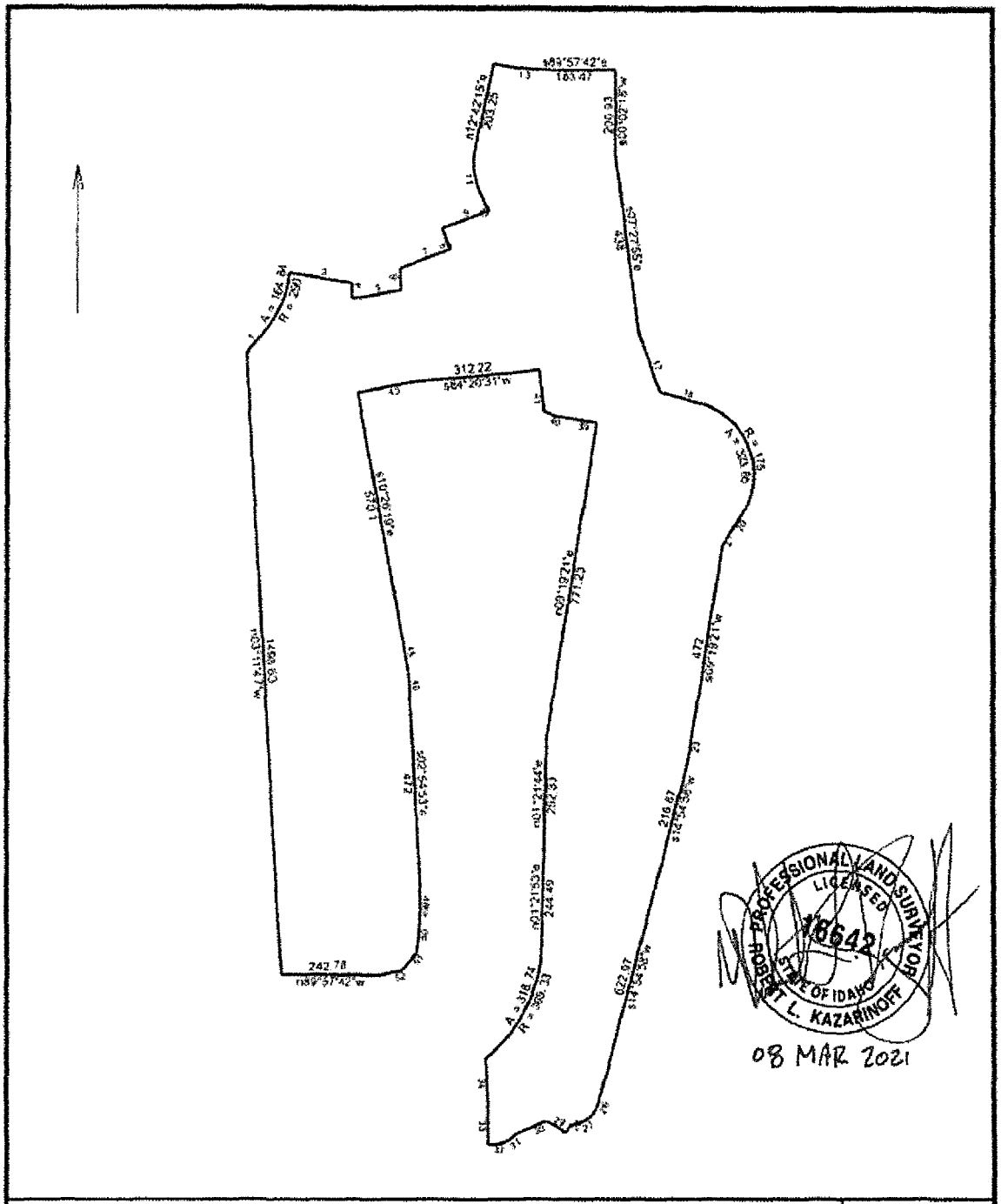
Thence N 09°19'21" E, 771.23 feet;
Thence N 80°40'39" W, 100.00 feet;
Thence N 70°11'22" W, 34.05 feet;
Thence N 05°39'24" W, 100.00 feet;
Thence S 84°20'31" W, 312.22 feet;
Thence S 79°33'41" W, 136.56 feet;
Thence S 10°26'19" E, 570.10 feet;
Thence continuing S 10°26'19" E, 112.00 feet;
Thence S 04°52'24" E, 45.09 feet;
Thence S 02°54'53" E, 472.00 feet;
Thence S 00°46'58" E, 54.92 feet;
Thence S 03°28'27" W, 56.40 feet;
Thence S 07°00'37" W, 53.10 feet;
Thence S 40°59'05" W, 55.82 feet;
Thence S 79°17'04" W, 51.61 feet;
Thence N 89°57'42" W, 242.78 feet;
Thence N 03°11'47" W, 1498.63 feet to the **POINT OF BEGINNING.**

The above-described parcel of land contains 33.51 acres, more or less.

Robert L. Kazarinoff, PLS



08 MAR 2021



	3/8/2021
Scale: 1 inch= 300 feet	File: GOLF B BOUNDARY.ndp

Tract 1: 33.5140 Acres, Closure: N53.0004W 0.02 ft. (1/488739), Perimeter=10279 ft.

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

FALCON CREST PROPERTY
GOLF COURSE AREA
LEGAL DESCRIPTION

Those portions of Section 15 and the North Half of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00°42'47" East, 2650.93 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the Northwest Quarter of said Section 22; Thence continuing along said easterly right-of-way line, North 00° 42' 27" East, 1141.69 feet to the **POINT OF BEGINNING**;

Thence along said easterly right-of-way line North 00° 42' 27" East, 1510.79 feet to the south line of said Section 15;
Thence continuing along said easterly right-of-way line, North 00° 01' 55" West, 1188.45 feet to the south line of the lands of the Idaho Power Company as described in that Warranty Deed recorded under Instrument No. 522630, Ada County Records;
Thence along the south line of said lands, North 89° 58' 05" East, 377.00 feet;
Thence along the east line of said lands, North 00° 01' 55" West, 450.00 feet;
Thence along the north line of said lands, South 89° 58' 05" West, 377.00 feet to said easterly right-of-way line;
Thence departing from said north line and along said easterly right-of-way line, North 00° 01' 55" West, 168.61 feet;
Thence along the northerly line of Parcel 1 as described in said Warranty Deed to ACHD, South 77° 30' 17" West, 49.16 feet to the west line of said Section 15;
Thence along said west line, North 00° 01' 55" West, 53.25 feet to the centerline of the New York Canal;

Thence departing from said west line and along said centerline the following three (3) courses:
North 77° 31' 13" East, 489.16 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 369.58 feet, having a radius of 1198.00 feet, a central angle of 17° 40' 31", a chord bearing of North 68° 40' 57" East and a chord length of 368.11 feet;
Thence North 59° 50' 41" East, 584.99 feet to the west line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence departing from said centerline and along said west line, South 00° 02' 48" West, 73.35 feet;
Thence departing from said west line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049803, Ada County Records, the following four (4) courses:

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North 60° 34' 50" East, 174.04 feet;
Thence North 54° 35' 20" East, 154.96 feet;
Thence North 59° 04' 10" East, 141.05 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 188.25 feet, having a radius of 930.00 feet, a central angle of 11° 35' 52", a chord bearing of North 64° 52' 05" East and a chord length of 187.93 feet to the north line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence departing from said north line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049801, Ada County Records, the following four (4) courses:
Along a curve to the right an arc length of 222.86 feet, having a radius of 930.00 feet, a central angle of 13° 43' 49", a chord bearing of North 77° 31' 55" East and a chord length of 222.33 feet;
Thence North 84° 23' 50" East, 201.72 feet;
Thence North 82° 24' 56" East, 132.20 feet;
Thence North 80° 20' 01" East, 212.66 feet to the east line of the Northwest Quarter of said Section 15;

Thence along said east line, South 00° 07' 26" West, 120.88 feet to the center quarter corner of said Section 15;
Thence along the north line of the South Half of said Section 15, South 89° 59' 39" East, 332.99 feet to the northeast corner of the West Half of the West Half of the Northwest Quarter of the Southeast Quarter of said Section 15;
Thence along the east line of said W1/2 W1/2 NW1/4 SE1/4, South 00° 10' 22" West, 1319.10 feet to the southeast corner of said W1/2 W1/2 NW1/4 SE1/4;
Thence along the north line of the South Half of the Southeast Quarter of said Section 15, South 89° 59' 18" East, 2323.44 feet to the northeast corner of said S1/2 SE1/4;
Thence along the east line of said S1/2 SE1/4, South 00° 29' 55" West, 1319.35 feet to the northeast corner of said Section 22;
Thence along the east line of said Section 22, South 00° 47' 22" West, 1813.51 feet;
Thence departing from said east line, N 89°12'38" W, 119.77 feet;
Thence N 83°28'44" W, 130.37 feet;
Thence N 44°29'04" W, 92.76 feet;
Thence N 16°43'58" W, 98.88 feet;
Thence N 61°57'07" W, 643.62 feet;
Thence N 89°45'21" W, 227.76 feet;
Thence S 39°08'01" W, 112.48 feet;
Thence S 60°44'52" W, 257.72 feet;
Thence S 73°47'12" W, 280.36 feet;
Thence N 82°52'12" W, 230.04 feet;

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Thence N 27°45'48" W, 93.39 feet;
Thence N 06°41'45" E, 119.66 feet;
Thence N 43°41'56" E, 104.58 feet;
Thence N 77°08'32" E, 193.58 feet;
Thence N 35°17'36" E, 121.14 feet;
Thence N 60°16'39" E, 290.62 feet;
Thence N 70°49'23" E, 183.52 feet;
Thence S 83°56'09" E, 438.93 feet;
Thence S 69°59'06" E, 217.85 feet;
Thence S 38°29'58" E, 99.27 feet;
Thence N 84°01'47" E, 80.15 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 50.55 feet, having a radius of 175.00 feet, a central angle of 16°32'59", a chord bearing of N 10°26'49" E and a chord length of 50.37 feet;
Thence N 18°43'18" E, 559.23 feet;
Thence N 09°31'23" W, 226.99 feet;
Thence N 73°33'18" W, 75.31 feet;
Thence N 15°22'51" W, 230.93 feet;
Thence N 36°57'46" W, 227.86 feet;
Thence N 49°39'46" W, 797.23 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 199.89 feet, having a radius of 75.00 feet, a central angle of 152°42'18", a chord bearing of N 22°26'51" E and a chord length of 145.76 feet;
Thence S 81°12'00" E, 281.13 feet;
Thence S 50°24'06" E, 376.48 feet;
Thence S 63°12'37" E, 232.73 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 122.49 feet, having a radius of 175.00 feet, a central angle of 40°06'11", a chord bearing of S 43°09'32" E and a chord length of 120.00 feet;
Thence S 23°06'26" E, 389.50 feet;
Thence S 89°12'38" E, 66.25 feet;
Thence N 00°47'22" E, 117.37 feet;
Thence N 00°29'55" E, 573.72 feet;
Thence N 58°16'37" W, 358.37 feet;
Thence N 82°48'50" W, 130.15 feet;
Thence S 78°11'41" W, 188.63 feet;
Thence S 87°20'00" W, 142.55 feet;
Thence N 86°12'30" W, 155.97 feet;
Thence N 59°44'30" W, 104.21 feet;
Thence S 89°46'12" W, 149.73 feet;
Thence N 54°23'26" W, 191.58 feet;
Thence N 79°01'36" W, 261.62 feet;
Thence N 86°04'44" W, 266.08 feet;

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Thence S 73°12'46" W, 580.15 feet;
Thence S 38°53'11" W, 94.68 feet;
Thence S 32°23'04" E, 49.83 feet;
Thence S 58°37'08" W, 184.47 feet;
Thence N 27°02'05" W, 80.36 feet;
Thence N 46°51'02" W, 67.90 feet;
Thence N 53°37'06" W, 74.26 feet;
Thence S 75°49'06" W, 100.62 feet;
Thence N 61°21'28" W, 114.08 feet;
Thence S 81°01'32" W, 63.24 feet;
Thence N 82°16'59" W, 138.70 feet;
Thence S 82°16'32" W, 35.84 feet;
Thence N 51°12'01" W, 52.44 feet;
Thence N 52°36'06" W, 252.04 feet;
Thence N 74°06'15" W, 643.21 feet;
Thence S 89°27'48" W, 128.73 feet;
Thence S 70°33'58" W, 330.37 feet;
Thence S 54°58'56" W, 403.81 feet;
Thence S 20°15'28" W, 577.80 feet;
Thence S 46°38'32" E, 38.12 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 46.85 feet, having a radius of 175.00 feet, a central angle of 15°20'18", a chord bearing of N 48°59'56" E and a chord length of 46.71 feet;
Thence N 56°40'04" E, 293.99 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 148.39 feet, having a radius of 175.00 feet, a central angle of 48°35'02", a chord bearing of N 80°57'35" E and a chord length of 143.99 feet;
Thence S 74°44'53" E, 510.14 feet;
Thence N 00°02'09" E, 300.24 feet;
Thence East, 61.72 feet;
Thence North, 257.97 feet;
Thence East, 160.50 feet;
Thence South, 127.21 feet;
Thence S 75°48'30" E, 135.63 feet;
Thence S 89°42'45" E, 239.37 feet;
Thence S 71°45'41" E, 91.79 feet;
Thence S 43°54'43" E, 628.45 feet;
Thence S 48°12'52" E, 90.00 feet;
Thence N 41°47'08" E, 201.20 feet;
Thence N 45°56'58" E, 274.64 feet;
Thence N 54°48'03" E, 210.18 feet;
Thence S 89°22'57" E, 120.08 feet;
Thence S 66°25'23" E, 139.37 feet;

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Thence S 50°09'19" E, 1,085.49 feet;
Thence S 14°37'42" E, 123.79 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 104.55 feet, having a radius of 75.00 feet, a central angle of 79°52'24", a chord bearing of S 04°28'50" W and a chord length of 96.29 feet;
Thence S 44°25'02" W, 100.96 feet;
Thence S 52°20'44" W, 278.23 feet;
Thence S 42°12'39" W, 206.16 feet;
Thence S 25°59'12" W, 339.64 feet;
Thence S 30°53'28" W, 226.42 feet;
Thence S 22°38'11" W, 82.36 feet;
Thence N 67°28'15" W, 150.69 feet;
Thence N 18°49'26" E, 84.11 feet;
Thence N 02°44'15" E, 256.61 feet;
Thence N 11°58'25" E, 185.53 feet;
Thence N 20°18'38" E, 232.07 feet;
Thence N 51°23'37" E, 457.52 feet;
Thence N 67°26'10" W, 227.00 feet;
Thence S 52°13'26" W, 92.95 feet;
Thence N 79°09'03" W, 65.07 feet;
Thence N 38°37'24" W, 209.51 feet;
Thence N 86°04'53" W, 108.49 feet;
Thence S 26°34'54" W, 88.62 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 115.95 feet, having a radius of 175.00 feet, a central angle of 37°57'48", a chord bearing of S 36°51'14" E and a chord length of 113.84 feet;
Thence S 25°34'51" W, 108.91 feet;
Thence S 45°01'11" W, 69.30 feet;
Thence S 23°42'24" W, 560.61 feet;
Thence S 26°55'12" W, 350.47 feet;
Thence S 61°10'06" E, 71.69 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 108.49 feet, having a radius of 175.00 feet, a central angle of 35°31'12", a chord bearing of S 51°53'21" E and a chord length of 106.76 feet;
Thence S 76°31'10" E, 134.74 feet;
Thence S 89°37'42" E, 84.01 feet;
Thence S 69°31'57" E, 96.65 feet;
Thence S 00°53'49" E, 218.65 feet;
Thence S 80°19'03" W, 143.03 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 316.28 feet, having a radius of 1,035.00 feet, a central angle of 17°30'30", a chord bearing of N 87°28'30" W and a chord length of 315.05 feet;

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Thence S 81°52'54" W, 146.68 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 245.37 feet, having a radius of 340.00 feet, a central angle of 41°20'58", a chord bearing of N 77°26'37" W and a chord length of 240.08 feet;
Thence N 56°00'28" W, 50.00 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 25.45 feet, having a radius of 525.00 feet, a central angle of 02°46'39", a chord bearing of S 35°25'07" W and a chord length of 25.45 feet;
Thence N 50°26'50" W, 72.94 feet;
Thence N 77°12'03" W, 186.00 feet;
Thence N 72°09'34" W, 62.24 feet;
Thence N 81°09'06" W, 130.91 feet;
Thence N 80°30'09" W, 62.00 feet;
Thence N 75°02'59" W, 60.91 feet;
Thence N 54°19'50" W, 51.13 feet;
Thence N 39°11'32" W, 50.25 feet;
Thence N 42°23'46" W, 50.05 feet;
Thence S 45°04'15" W, 120.00 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 125.50 feet, having a radius of 373.50 feet, a central angle of 19°15'10", a chord bearing of N 55°02'57" W and a chord length of 124.92 feet;
Thence N 02°09'23" W, 105.97 feet;
Thence N 54°51'12" E, 43.75 feet;
Thence N 38°35'36" E, 77.78 feet;
Thence N 22°19'59" E, 77.78 feet;
Thence N 15°05'13" E, 80.58 feet;
Thence N 02°03'26" W, 62.00 feet;
Thence N 09°18'11" E, 26.16 feet;
Thence S 84°15'48" E, 37.81 feet;
Thence N 17°24'12" E, 63.31 feet;
Thence N 05°44'12" E, 124.00 feet;
Thence N 14°48'05" E, 46.13 feet;
Thence N 26°53'53" E, 99.48 feet;
Thence N 24°40'42" E, 50.29 feet;
Thence N 18°15'27" E, 50.00 feet;
Thence N 11°46'20" E, 50.35 feet;
Thence N 14°37'55" E, 62.14 feet;
Thence N 22°52'23" E, 124.36 feet;
Thence N 71°30'52" W, 97.04 feet;
Thence N 10°05'24" W, 48.53 feet;
Thence N 43°58'57" W, 117.87 feet;
Thence S 68°00'12" W, 133.72 feet;
Thence S 43°58'57" E, 119.64 feet to the beginning of a non-tangent curve;

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Thence along said non-tangent curve to the left an arc length of 94.26 feet, having a radius of 56.00 feet, a central angle of 96°26'19", a chord bearing of S 13°53'09" W and a chord length of 83.52 feet to the beginning of a reverse curve;
Thence along said reverse curve to the right an arc length of 65.73 feet, having a radius of 100.00 feet, a central angle of 37°39'30", a chord bearing of S 15°30'15" E and a chord length of 64.55 feet;
Thence S 03°19'30" W, 28.98 feet;
Thence N 66°05'03" W, 95.61 feet;
Thence S 34°45'48" W, 68.47 feet;
Thence S 27°05'58" W, 152.70 feet;
Thence S 17°05'11" W, 58.67 feet;
Thence S 09°23'47" W, 106.17 feet;
Thence N 72°04'52" W, 21.37 feet;
Thence S 84°25'44" W, 73.72 feet;
Thence S 79°51'40" W, 67.05 feet;
Thence S 67°22'53" W, 78.51 feet;
Thence S 45°57'22" W, 79.20 feet;
Thence S 29°41'45" W, 79.20 feet;
Thence S 13°26'08" W, 79.20 feet;
Thence S 02°49'29" E, 79.20 feet;
Thence S 19°05'05" E, 79.20 feet;
Thence S 35°20'42" E, 79.20 feet;
Thence S 50°32'11" E, 79.42 feet;
Thence S 60°29'17" E, 61.32 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 56.49 feet, having a radius of 50.00 feet, a central angle of 64°43'56", a chord bearing of S 39°01'31" W and a chord length of 53.53 feet to the beginning of a reverse curve;
Thence along said reverse curve to the left an arc length of 69.03 feet, having a radius of 373.50 feet, a central angle of 10°35'23", a chord bearing of S 66°05'47" W and a chord length of 68.93 feet;
Thence S 60°48'05" W, 116.36 feet to the beginning of a curve;
Thence along said curve to the right an arc length of 66.95 feet, having a radius of 201.50 feet, a central angle of 19°02'10", a chord bearing of S 70°19'10" W and a chord length of 66.64 feet;
Thence N 10°09'44" W, 120.00 feet;
Thence N 81°20'14" W, 52.60 feet;
Thence N 43°41'14" W, 52.60 feet;
Thence N 08°36'49" W, 54.53 feet;
Thence N 01°41'08" W, 170.00 feet;
Thence N 10°19'47" W, 50.57 feet;
Thence N 22°02'23" W, 53.33 feet;
Thence N 18°26'47" W, 52.22 feet;
Thence N 15°29'35" W, 51.49 feet;
Thence N 06°02'31" E, 43.10 feet;
Thence N 30°17'23" E, 46.37 feet;
Thence N 56°08'46" E, 49.51 feet;

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Thence N 66°51'58" E, 442.15 feet;
Thence N 18°16'43" E, 89.69 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 54.81 feet, having a radius of 56.00 feet, a central angle of 56°04'34", a chord bearing of N 09°45'34" W and a chord length of 52.65 feet;
Thence N 60°39'42" E, 36.71 feet;
Thence N 21°40'51" E, 156.06 feet;
Thence N 21°59'48" W, 42.82 feet;
Thence S 68°00'12" W, 596.38 feet;
Thence S 84°05'51" W, 51.29 feet;
Thence N 78°48'01" W, 355.07 feet;
Thence S 11°08'36" E, 506.18 feet;
Thence S 08°49'29" E, 460.11 feet;
Thence S 24°40'27" E, 85.69 feet;
Thence S 35°04'13" E, 85.12 feet;
Thence S 49°58'04" E, 84.86 feet;
Thence S 73°23'45" E, 47.82 feet;
Thence S 00°36'05" E, 235.60 feet;
Thence S 89°39'10" W, 426.22 feet;
Thence N 70°31'05" W, 122.39 feet;
Thence N 00°42'27" E, 110.67 feet;
Thence N 55°00'22" W, 79.02 feet to the **POINT OF BEGINNING**, containing 287.71 acres, more or less.

Robert L. Kazarinoff, PLS

03 MAR 2021

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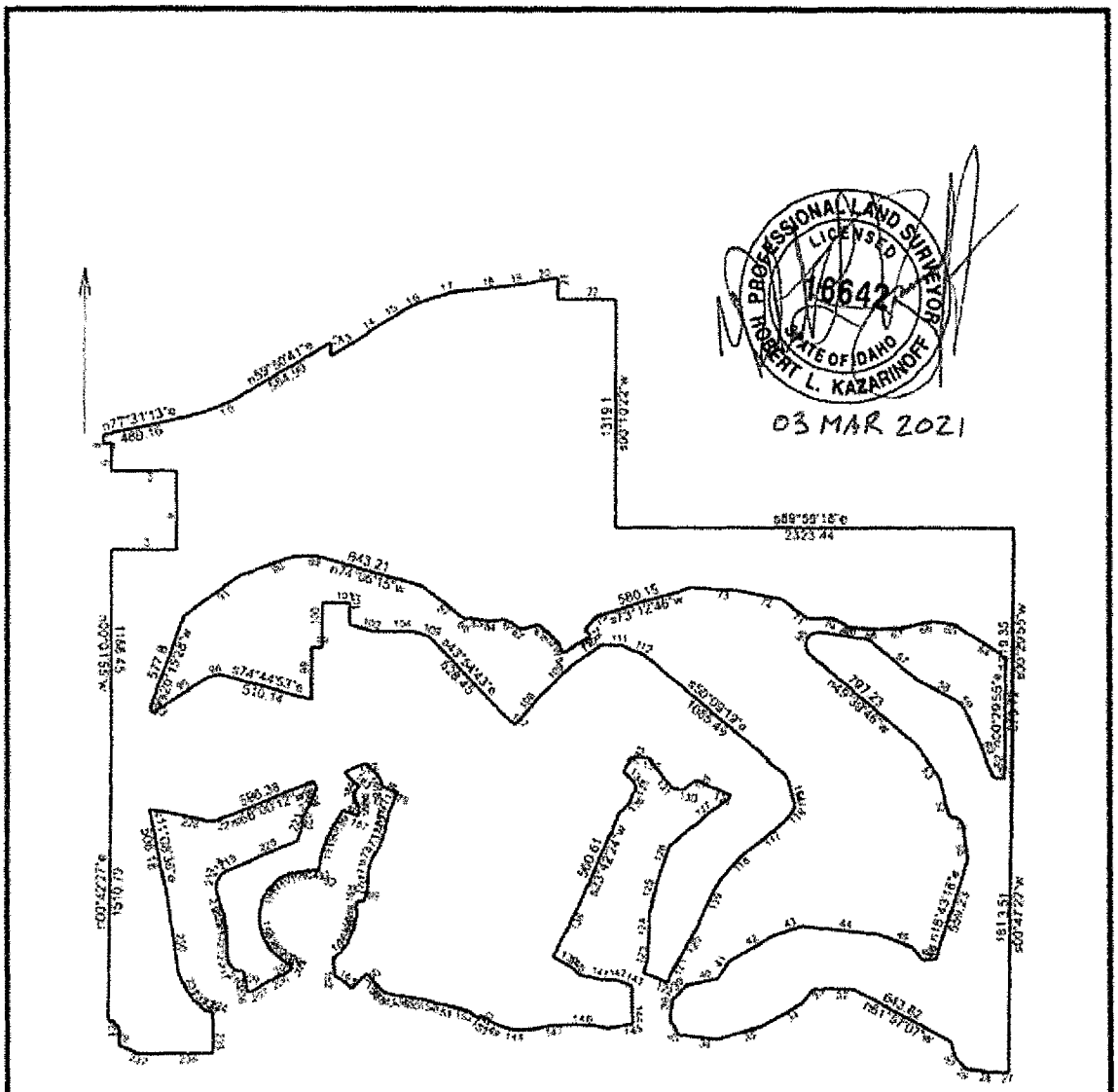

	3/3/2021
Scale: 1 inch= 800 feet	File: GOLF COURSE AREA BOUNDARY.ndp

Tract 1: 287.7081 Acres. Closure: n47.1511e 0.01 ft. (1/999999), Perimeter=49933 ft.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.

4. Easements, or claims of easements, not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

8. General taxes for the year 2021, which are liens and are not yet due and payable.
Parcel No.: S1422314900
Parcel No.: S1422417300
Parcel No.: S1422131400
Parcel No.: S1422233600

9. Sewer charges and special assessments, if any, for the City of Kuna.
Fax: (208) 922-5989

10. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Boise Kuna/New York Irrigation
Ph: (208) 922-5608

11. Water rights, claims or title to water, whether or not the matters are shown by the public records.

12. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: East half of Northeast quarter of Northwest quarter of Section 22
Recorded: October 6, 1920
Instrument No.: 89990 in Book 147 Deeds at Page 151

13. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: West half of Northwest quarter of Northwest quarter of Section 22
Recorded: October 6, 1920
Instrument No.: 89991 in Book 147 Deeds at Page 152

14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: October 19, 1921
Instrument No.: 96213

15. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: November 26, 1968
Instrument No.: 704664

16. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: November 26, 1968
Instrument No.: 704665

17. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Robert A. Wolske
Recorded: July 23, 1970
Instrument No.: 747177

Assignment:
Recorded: July 14, 1981
Instrument No.: 8130956

Assignment:
Recorded: April 20, 1999
Instrument No.: 99038484

18. Reservations contained in an instrument
Document: Deed
Dated: March 22, 1997
Executed by: Hans Borbonus, an unmarried man
Recorded: April 2, 1997
Instrument No.: 97025425
As Follows: Except all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied

19. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: March 27, 2007
Instrument No.: 107043265

20. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
Recorded: January 12, 2004
Instrument No.: 104003213

21. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.

Recorded: January 12, 2004
Instrument No.: 104003213

22. Terms, conditions, and provisions of Development Agreement
Between: City of Kuna and M3 Builders, LLC and Falconcrest, LLC
Dated: March 12, 2019
Recorded: November 7, 2019
Instrument No.: 2019-111089

AFFIDAVIT OF LEGAL INTEREST

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

KUNA Planning & Zoning

State of Idaho)
) ss
County of Ada)

I, William I. Brownlee, Manager of The M3 Companies, LLC, Member of M3 Builders, LLC, Manager of M3 ID Valor Golf Villas, LLC,

7033 E. Greenway Parkway, Suite 100 Scottsdale, AZ 85254

Being first duly sworn upon oath, depose and say: (If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to
JUB Engineers

2760 Excursion Ln, Meridian, ID 83642

to submit the accompanying application pertaining to that property.

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

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

Dated this 8th day of April, 2021

William I. Brownlee Signature

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

Dawn Jennings

Residing at: Meridian, Idaho

My Commission expires: 5/29/21

Signature

DAWN JENNINGS
Comm. 14995
NOTARY PUBLIC
Expires: 05/29/2021
STATE OF IDAHO

Neighborhood Meeting Certification

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

KUNA Planning & Zoning

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

The Neighborhood Meeting Certification packet includes the following:

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

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

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

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

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

Description of proposed project: Proposed Residential Subdivision

Date of Meeting: April 5, 2021 Time: 6:00 P.M.

Meeting Location: Falcon Crest Golf Club

Site Information

Location: Quarter _____ Section _____ Township _____ Range _____ Total Acres _____

Subdivision Name: Falcon Crest Golf Villages Lot ____ Block ____

Address: _____

Parcel No(s).: See attached

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: See attached

Address: See attached

Contact Person

Name: Wendy Shrief / JUB

Business Name (if applicable): 2760 W. Excursion Ln Ste 400 Meridian ID

Address: _____

Phone: 208.376.7330 Email: wshrief@JUB.com

Applicant

Name: Same

Address: _____

Phone: _____ Email: _____

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

Applicant Signature: _____ Date: 4/5/2021

SIGN-IN SHEET

Project Name: Falcon Crest Golf Villages

	Name	Address	Phone
1	DAVE & Nancy Johnson	1400 Cow Horse DR Kuna	208.412.3554
2 →	John & Meg Lawson	1357 Cow Horse Kuna	2083400256
3	B.J. Henningfeld	11893 S. Cloverdale Rd 83634	
4	Brian Wilson	6171 Cutting Horse Dr. Kuna, Id 83634	
5	BKWBLD@Gmail.com		
6	Scott Erickson	6350 Reining Horse Kuna [illegible]3634	
7			
8			
9	B.J. →	b.j.henningfeld@gmail.com	
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DMLCUTTER@AOL.com

b.j.henningfeld@gmail.com

NEIGHBORHOOD MEETING MINUTES

Meeting Date: 4/5/2021 Number of Attendees: 8

Location: Falcon Crest Golf Club

Project Description: Residential Subdivision

Attendee Comments or Concerns:

- Concerns regarding traffic
- Concerns regarding impacts on wells in area
- Several comments regarding change in nature of area from rural to urban
- Questions regarding timing of Cloverdale road improvements

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

Applicant Signature: Wf 920 Date: 5/1/21

Wendy Shrief

From: Sub Name Mail <subnamemail@adacounty.id.gov>
Sent: Wednesday, May 5, 2021 11:59 AM
To: Wendy Shrief
Cc: Rob Kazarinoff
Subject: RE: Falcon Crest Golf Village Subdivision Name Reservation

External Email

May 5, 2021

Robert Kazarinoff, J-U-B Engineers
Wendy Shrief, J-U-B Engineers

RE: Subdivision Name Reservation: **FALCON CREST GOLF VILLAGE SUBDIVISION**

Wendy;

Per our conversation on 5/5/2021, the name **Falcon Crest Golf Village Subdivision** may be used for your preliminary plat, with the understanding that this project is entirely located within the scope of the previously reserved Falcon Crest Subdivision.

It is our requirement that the Falcon Crest Golf Village Subdivision will adjoin the boundary of a recorded phase of the Falcon Crest development at the time this plat is submitted to our office for review and recording.

This reservation is available for the project as long as it is in the approval process, and is subject to the terms of reservation for the Falcon Crest Subdivision, and the requirements of Idaho Code 50-1307.

Sincerely,

Glen Smallwood
Surveying Technician
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7926 *office*
(208) 287-7909 *fax*

PRELIMINARY PLAT FOR

FALCON CREST GOLF VILLAGE SUBDIVISION

SITUATE IN THE NORTH HALF OF SECTION 22 AND THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN,

KUNA, IDAHO

2021

Line Table		
Line #	Direction	Length
L1	N89°57'42"W	105.71'
L2	N44°57'42"W	41.37'
L3	N84°57'01"W	30.65'
L4	N00°59'11"W	50.05'
L5	S53°10'16"E	4.11'
L6	N17°10'02"E	70.35'
L7	S73°06'09"E	202.74'
L8	N89°48'26"W	124.88'
L9	S76°22'08"E	205.71'
L10	S22°21'18"E	27.82'
L11	S59°52'20"E	38.96'
L12	N63°22'40"E	51.96'

Line Table		
Line #	Direction	Length
L13	S76°22'08"E	111.98'
L14	S13°37'52"W	100.70'
L15	S44°14'33"W	106.74'
L16	S34°49'22"E	100.17'
L17	N68°59'10"E	201.65'
L18	N20°25'28"E	257.90'
L19	N05°05'23"E	39.67'
L20	N20°29'54"W	26.70'
L21	N42°33'48"W	27.15'
L22	S81°44'04"E	47.65'
L23	S88°25'14"E	75.00'
L24	N81°17'32"E	127.91'

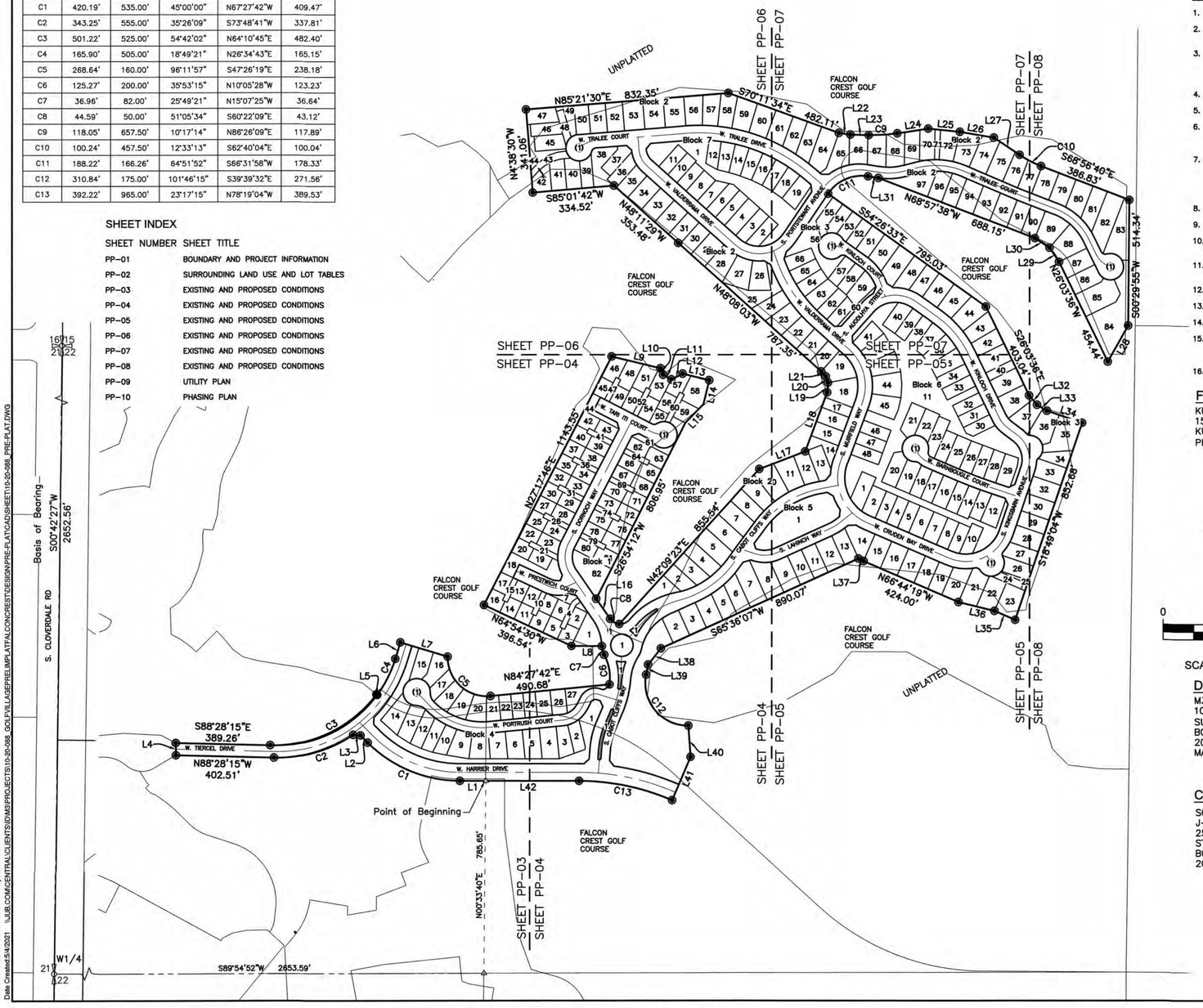
Line Table		
Line #	Direction	Length
L25	S84°14'04"E	130.32'
L26	S80°16'59"E	141.41'
L27	S56°23'27"E	126.88'
L28	S29°38'46"W	169.35'
L29	N33°59'09"W	69.61'
L30	N56°51'57"W	71.24'
L31	N81°02'06"W	43.04'
L32	S40°34'22"E	50.84'
L33	S59°06'42"E	47.06'
L34	S71°10'56"E	153.00'
L35	N66°44'19"W	92.38'
L36	N76°12'04"W	152.07'

Line Table		
Line #	Direction	Length
L37	N62°55'44"W	23.17'
L38	S38°17'57"W	84.26'
L39	S11°13'36"W	42.13'
L40	S04°07'57"E	128.56'
L41	S23°19'33"W	192.38'
L42	N89°57'42"W	382.96'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	420.19'	535.00'	45°00'00"	N67°27'42"W	409.47'
C2	343.25'	555.00'	35°26'09"	S73°48'41"W	337.81'
C3	501.22'	525.00'	54°42'02"	N64°10'45"E	482.40'
C4	165.90'	505.00'	18°49'21"	N26°34'43"E	165.15'
C5	268.64'	160.00'	96°11'57"	S47°26'19"E	238.18'
C6	125.27'	200.00'	35°53'15"	N10°05'28"W	123.23'
C7	36.96'	82.00'	25°49'21"	N15°07'25"W	36.64'
C8	44.59'	50.00'	51°05'34"	S60°22'09"E	43.12'
C9	118.05'	657.50'	10°17'14"	N86°26'09"E	117.89'
C10	100.24'	457.50'	12°33'13"	S62°40'04"E	100.04'
C11	188.22'	166.26'	64°51'52"	S66°31'58"W	178.33'
C12	310.84'	175.00'	101°46'15"	S39°39'32"E	271.56'
C13	392.22'	965.00'	23°17'15"	N78°19'04"W	389.53'

SHEET INDEX

SHEET NUMBER	SHEET TITLE
PP-01	BOUNDARY AND PROJECT INFORMATION
PP-02	SURROUNDING LAND USE AND LOT TABLES
PP-03	EXISTING AND PROPOSED CONDITIONS
PP-04	EXISTING AND PROPOSED CONDITIONS
PP-05	EXISTING AND PROPOSED CONDITIONS
PP-06	EXISTING AND PROPOSED CONDITIONS
PP-07	EXISTING AND PROPOSED CONDITIONS
PP-08	EXISTING AND PROPOSED CONDITIONS
PP-09	UTILITY PLAN
PP-10	PHASING PLAN

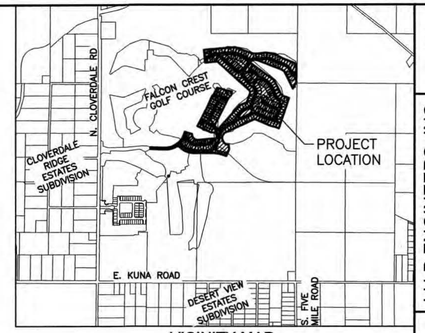


BOUNDARY LEGEND

- Subdivision Boundary Line
- Section Line
- Center Line
- Right-of-way Line
- Existing Parcel Line
- Section Corner
- Quarter-Section Corner
- Property Corner
- Calculated Point

LAND USE SUMMARY

TOTAL AREA:	86.03 AC.
TOTAL LOTS:	352 LOTS
RESIDENTIAL LOTS:	291 LOTS
COMMON AREA LOTS:	43 LOTS
COMMON DRIVEWAY LOTS:	18 LOTS
RESIDENTIAL DENSITY:	3.38 DU/AC
RESIDENTIAL COMMON AREA:	13.293 AC. (15.4%)
AVERAGE LOT SIZE:	7,567 S.F.
SMALLEST LOT:	4,613 S.F.
EXISTING ZONES:	R-6, R-12



VICINITY MAP

SCALE: 1"=2000'

NOTES:

1. CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD '88 DATUM.
2. THE STREETS WITHIN THIS DEVELOPMENT ARE PUBLIC STREETS. THE PUBLIC STREET SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA COUNTY HIGHWAY DISTRICT (ACHD) STANDARDS FOR PUBLIC STREETS WITH A MINIMUM GRADIENT OF 0.40%.
3. ALL LOTS ARE RESIDENTIAL BUILDING LOTS EXCEPT LOTS 1, 7, 18, 44, 55, 61, 82, BLOCK 1, LOTS 1, 14, 17, 25, 38, 42, 44, 49, 65, 71, 84, 97, BLOCK 2, LOTS 1, 25, 34, 40, 56, 60, BLOCK 3, LOTS 1, 27, BLOCK 4, LOT 1, BLOCK 5, LOT 11, BLOCK 6, LOT 1 BLOCKS 7 THRU 19, WHICH ARE COMMON AREA\DRAINAGE STORAGE LOTS. LOTS 4, 10, 15, 21, 26, 31, 36, 41, 47, 52, 60, 64, 69, 74, 79, BLOCK 1, LOTS 43 & 48, BLOCK 2, LOT 24, BLOCK 3 ARE COMMON DRIVEWAY LOTS.
4. STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE STORAGE FACILITIES.
5. PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION.
6. THIS SUBDIVISION WILL RECEIVE PRESSURIZED IRRIGATION FOR COMMON LOTS AND THE GOLF COURSE FROM EXISTING IRRIGATION WELLS. THE INDIVIDUAL LOTS WILL RECEIVE PRESSURE IRRIGATION FROM THE DOMESTIC WATER SUPPLY WELLS ON SITE. THE CONSTRUCTED PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED AND OPERATED BY THE HOME OWNERS ASSOCIATION AND GOLF COURSE.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
8. DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE CITY OF KUNA.
9. SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF KUNA.
10. IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHERE THEY CROSS ROADWAYS WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT-OF-WAY.
11. LANDSCAPED COMMON LOTS ARE LOCATED THROUGHOUT THE PROJECT AND ARE IDENTIFIED ON THE PLAN. THESE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
12. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT WITH THE CITY OF KUNA.
13. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN AFFECT AT THE TIME OF THE RE-SUBDIVISION.
14. THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
15. A STORMWATER DRAINAGE EASEMENT SHALL BE RESERVED ON THE DRAINAGE LOTS FOR THE BENEFIT OF ACHD. LANDSCAPING OVER SAID LOTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND ACHD SHALL PROVIDE HEAVY MAINTENANCE OF THE STORM DRAINAGE FACILITIES AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR GOLF VILLAGE SUBDIVISION.
16. THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP NO. 16001C0425 H, COMMUNITY PANEL NO. 0425, WHICH BEARS AN EFFECTIVE DATE OF OCTOBER 2, 2003 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

FIRE DISTRICT:
KUNA FIRE DISTRICT
150 W. BOISE STREET
KUNA, ID 83634
PHONE: (208) 922-1144

SCHOOL DISTRICT:
KUNA SCHOOL DISTRICT
711 E. PORTER STREET
KUNA, ID 83634
PHONE: (208) 922-1000

SEWER & WATER:
CITY OF KUNA
6950 S TEN MILE RD
MERIDIAN, ID. 83634
PHONE: (208) 287-1729 (SEW)
PHONE: (208) 287-1725 (WAT)

POWER:
IDAHO POWER
JESS POWELL
1221 W. IDAHO STREET
BOISE, ID. 83702
PHONE: (208) 388-6399

0 250 500

SCALE IN FEET

OWNER
FALCON CREST LLC
2528 N. CLOVERDALE RD.
BOISE, ID 83713

OWNER
M3 ID VALOR GOLF VILLAS LLC
7033 E. GREENWAY PKWY
STE 100
SCOTTSDALE, AZ 85254

OWNER
FALCON CREST HOLDINGS LLC
7033 E. GREENWAY PKWY
STE 100
SCOTTSDALE, AZ 85254

OWNER
FALCON CREST CLUB
PARTNERS LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

IRRIGATION DISTRICT:
BOISE PROJECT BOARD OF CONTROL
2465 OVERLAND ROAD
BOISE, ID 83705
PHONE: (208) 344-1141

ROADWAYS
ADA COUNTY HIGHWAY DISTRICT
1301 N. ORCHARD ST
BOISE, ID. 83706
PHONE: (208) 387-6100

DEVELOPER
M3 COMPANIES
1087 W. RIVER STREET
SUITE #310
BOISE, IDAHO 83702
208-939-6263
MARK TATE

CIVIL ENGINEER
SCOTT WONDERS, P.E.
J-U-B ENGINEERS
250 S. BEECHWOOD AVE.
STE. 201
BOISE, ID 83709
208-376-7330

LAND SURVEYOR
ROBERT L. KAZARINOFF, P.L.S.
J-U-B ENGINEERS
250 S. BEECHWOOD AVE.
STE. 201
BOISE, ID 83709
208-376-7330

PROFESSIONAL LAND SURVEYOR REGISTERED 16642 STATE OF IDAHO ROBERT L. KAZARINOFF

04 MAY 2021

BOUNDARY CERTIFICATION

LEGEND

EXISTING		PROPOSED
—S—	SANITARY SEWER LINE	—S— S—
	SANITARY SEWER FORCE MAIN	—FM—
—W—	WATER LINE	—W— W—
—W— —W—	GRAVITY IRRIGATION PIPE	—WR—
—PIR— —PIR—	PRESSURE IRRIGATION LINE	—PIR—
—SD— —SD—	STORM DRAIN LINE	—SD— SD— SD—
	CENTERLINE	
	LOT LINE	
	6" VERTICAL CURB & GUTTER	
	ROLLED CURB & GUTTER	
	5' SIDEWALK	
	SEWER MANHOLE	
	DITCH FLOW LINE	
	IRRIGATION MANHOLE	
	STREET LIGHT	
	TREE DECIDUOUS	
	TREE CONIFER	
	EDGE OF PAVEMENT	
	GAS LINE	
	FENCE LINE	
	FIRE HYDRANT	
2650	5' CONTOUR LINE	
2651	1' CONTOUR LINE	
	SEWER FLOW DIRECTION	—S— S—
	FORCE MAIN FLOW DIRECTION	—FM—
	DRAINAGE FACILITY	

J-U-B ENGINEERS, INC.
2760 W. Excursion Ln.
Suite 400
Meridian, ID 83642
Phone: 208.376.7330
www.jub.com

PROFESSIONAL ENGINEER REGISTERED 10683 STATE OF IDAHO W. SCOTT WONDERS 5/3/21

J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT AND SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	DATE	BY
	REVISION	APR.	

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

BOUNDARY AND PROJECT INFORMATION

FILE:	10-20-088_PRE-PLAT
JUB PROJ. #:	10-20-088
DRAWN BY:	---
DESIGN BY:	---
CHECKED BY:	---

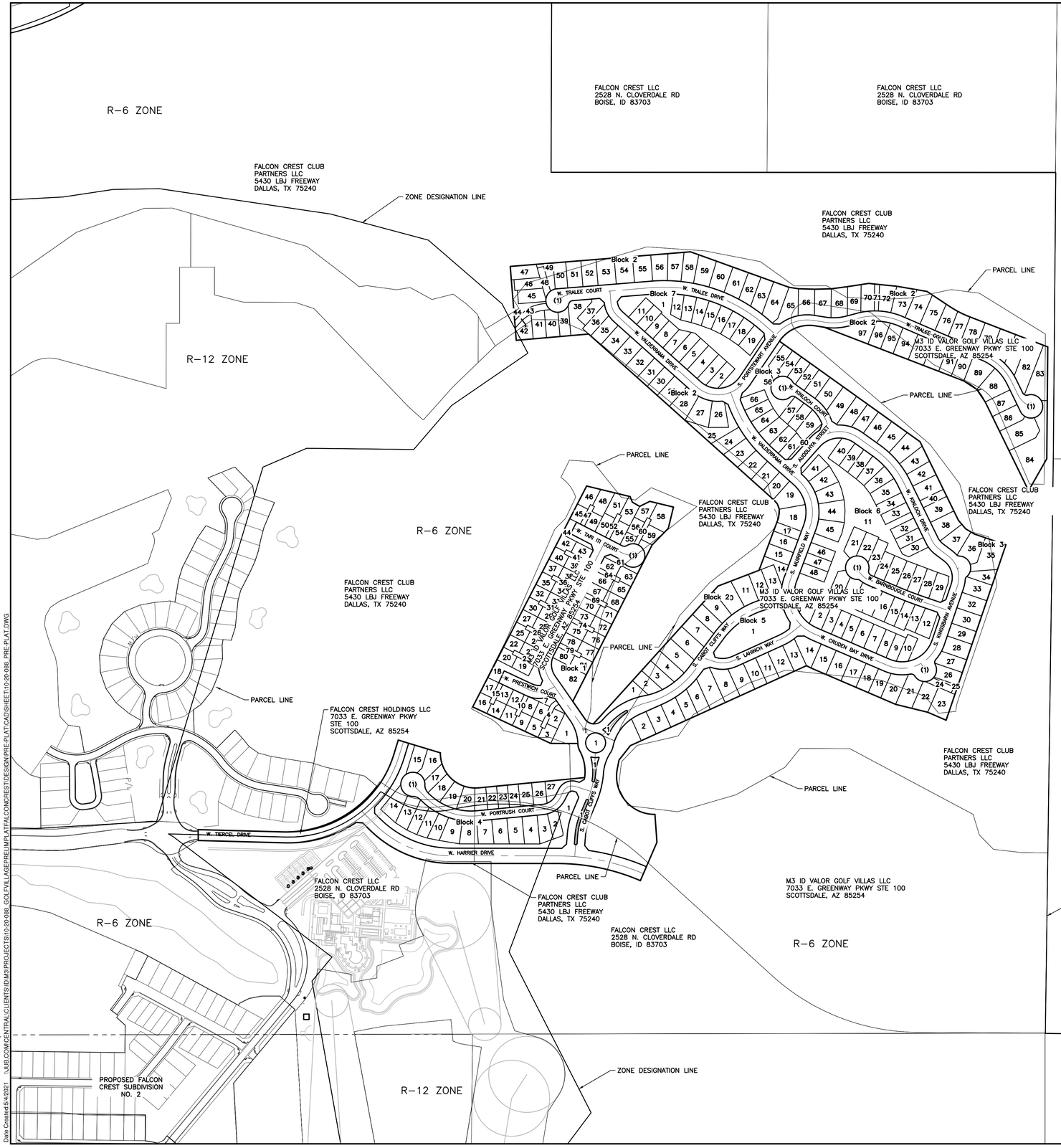
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/4/2021

SHEET NUMBER:

PP-01

Plot Date: 5/4/2021 12:15 PM Plotted By: Everett Earnest
Date Created: 5/4/2021 \\JUB.COM\CENTRAL\CLIENTS\IDMS\PROJECTS\10-20-088_GOLFVILLAGEPHELMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG



Parcel Area Table			
BLOCK NUMBER	LOT NUMBER	AREA (ACRES)	LOT USE
1	55	0.07 ac.	Common Lot
1	1	0.25 ac.	Common Lot
1	7	0.05 ac.	Common Lot
1	18	0.28 ac.	Common Lot
1	44	0.12 ac.	Common Lot
1	61	0.14 ac.	Common Lot
1	82	0.35 ac.	Common Lot
2	65	0.24 ac.	Common Lot
2	84	0.70 ac.	Common Lot
2	44	0.15 ac.	Common Lot
2	71	0.06 ac.	Common Lot
2	97	0.26 ac.	Common Lot
2	14	0.15 ac.	Common Lot
2	1	0.24 ac.	Common Lot
2	25	0.28 ac.	Common Lot
2	42	0.16 ac.	Common Lot
2	38	0.25 ac.	Common Lot
2	49	0.11 ac.	Common Lot
2	17	0.12 ac.	Common Lot
3	34	0.14 ac.	Common Lot
3	40	0.10 ac.	Common Lot
3	56	0.45 ac.	Common Lot
3	60	0.06 ac.	Common Lot
3	25	0.04 ac.	Common Lot
3	1	2.33 ac.	Common Lot
4	1	1.05 ac.	Common Lot
4	27	0.15 ac.	Common Lot
5	1	0.97 ac.	Common Lot
6	11	2.94 ac.	Common Lot
7	1	1.14 ac.	Common Lot
8	1	0.06 ac.	Common Lot
9	1	0.02 ac.	Common Lot
10	1	0.05 ac.	Common Lot
11	1	0.15 ac.	Common Lot
12	1	0.06 ac.	Common Lot
13	1	0.00 ac.	Common Lot
14	1	0.02 ac.	Common Lot
15	1	0.02 ac.	Common Lot
16	1	0.02 ac.	Common Lot
17	1	0.02 ac.	Common Lot
18	1	0.02 ac.	Common Lot
19	1	0.02 ac.	Common Lot

Parcel Area Table			
BLOCK NUMBER	LOT NUMBER	AREA (ACRES)	LOT USE
1	4	0.07 ac.	Shared Driveway
1	10	0.05 ac.	Shared Driveway
1	15	0.05 ac.	Shared Driveway
1	26	0.05 ac.	Shared Driveway
1	31	0.05 ac.	Shared Driveway
1	36	0.05 ac.	Shared Driveway
1	41	0.05 ac.	Shared Driveway
1	47	0.05 ac.	Shared Driveway
1	64	0.05 ac.	Shared Driveway
1	69	0.05 ac.	Shared Driveway
1	74	0.05 ac.	Shared Driveway
1	79	0.05 ac.	Shared Driveway
1	60	0.06 ac.	Shared Driveway
1	52	0.06 ac.	Shared Driveway
1	21	0.06 ac.	Shared Driveway
2	48	0.09 ac.	Shared Driveway
2	43	0.11 ac.	Shared Driveway
3	24	0.08 ac.	Shared Driveway

J-U-B ENGINEERS, INC.

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2760 W. Excursion Ln.
Suite 400
Meridian, ID 83642
Phone: 208.376.7330
www.jub.com

REUSE OF DRAWINGS:
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

SURROUNDING LAND USE AND LOT TABLES

FILE: 10-20-088_PRE-PLAT
JUB PROJ. #: 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----

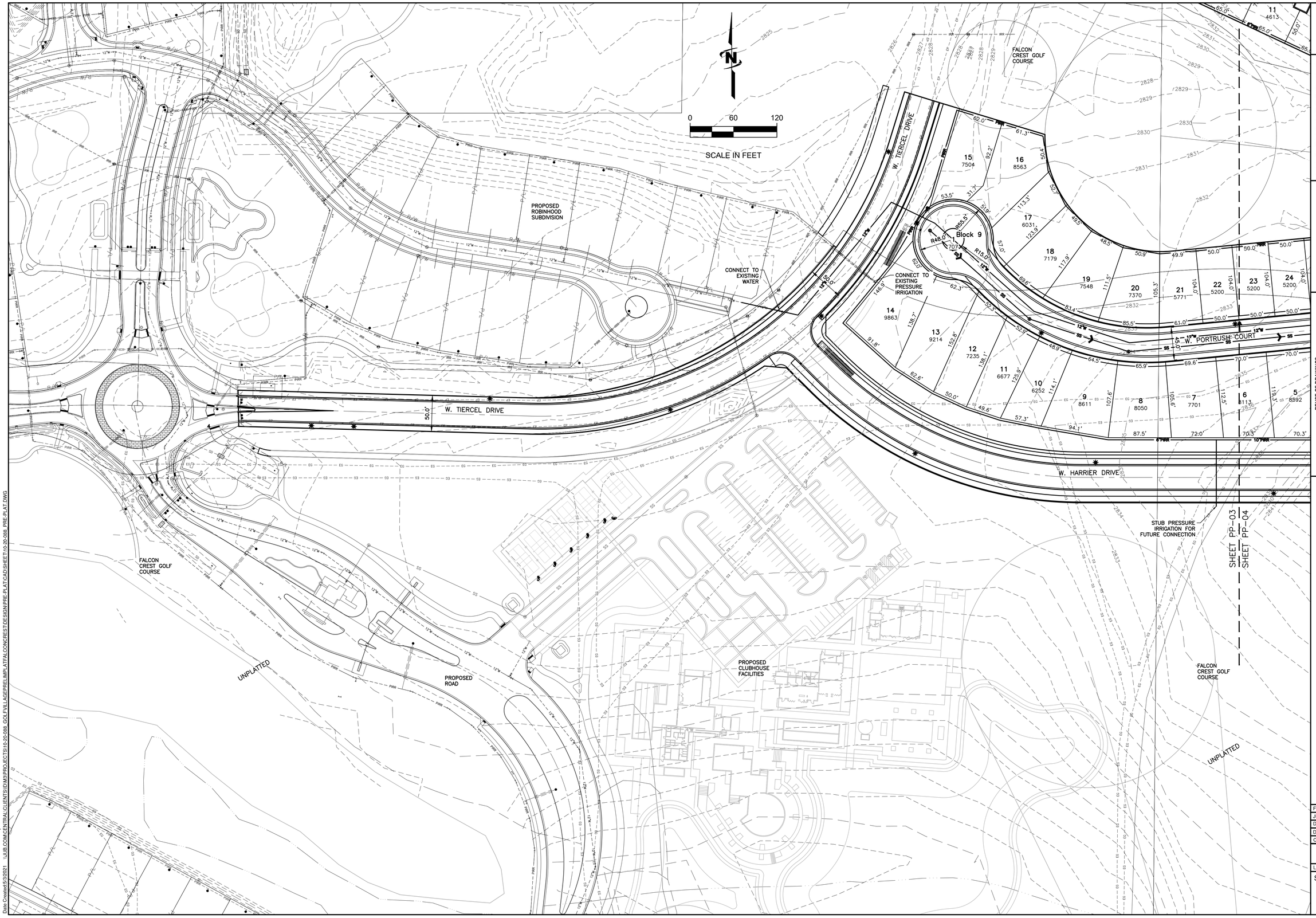
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/4/2021

SHEET NUMBER:

PP-02

Plot Date:5/4/2021 12:25 PM Plotted By: Everett Earnest
Date Created:5/4/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCRESTDESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG



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PROFESSIONAL ENGINEER
REGISTERED
10683
STATE OF IDAHO
W. SCOTT WONDERS
5/3/21

REUSE OF DRAWINGS
IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED IN THIS DRAWING ARE THE PROPERTY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

FILE : 10-20-088 PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-03

Plot Date:5/3/2021 11:51 AM Plotted By: Everett Earnest
Date Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

SHEET PP–05
SHEET PP–04

SHEET PP–06
SHEET PP–04

SHEET PP–04
SHEET PP–03

UNPLATTED

FALCON CREST GOLF COURSE

COMMON LOT

S. CABOT CLIFFS WAY

S. DORNOCH WAY

W. PRESTWICH COURT

W. TART COURT

W. HARRIER DRIVE

W. PORTRUSH COURT

Block 141
Block 12
Block 11
Block 10
Block 13
Block 8
Block 3

SEWER LINE FOR FUTURE CONNECTION

PRESSURE IRRIGATION FOR FUTURE CONNECTION

SEWER LINE CONNECTION (SEE SHEET PP–09)

STUB PRESSURE IRRIGATION FOR FUTURE CONNECTION

0 60 120
SCALE IN FEET

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PROFESSIONAL ENGINEER
REGISTERED
10683
STATE OF IDAHO
W. SCOTT WONDERS
5/3/21

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

FILE : 10-20-088 PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY:
DESIGN BY: ---
CHECKED BY: ---

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-04

Plot Date:5/3/2021 11:52 AM Plotted By: Everett Earnest
Date Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

SHEET PP-08
SHEET PP-07

SHEET PP-07
SHEET PP-05

SHEET PP-08
SHEET PP-05

SHEET PP-07
SHEET PP-06

SHEET PP-06
SHEET PP-04

SHEET PP-05
SHEET PP-04

UNPLATTED

FALCON CREST GOLF COURSE

PIPE DITCH

S. KINGSBARN AVENUE

W. KINLOCH DRIVE

W. BARNSDALE COURT

W. GRUDEN BAY DRIVE

S. AUDLHYA STREET

S. MUIRFIELD WAY

CABOT CLIFFS WAY

LAVINCH WAY

W. VALDERRAMA DRIVE

OPEN DITCH

PIPE UNDER PATHWAY

PIPE UNDER ROAD

PATHWAY

COMMON LOT

Block 6
11
128219

Block 15
1
707

Block 16
1
707

Block 5
1
42101

Block 2
9
9068

1	8561	31	6000
2	7380	32	6000
3	6000	33	6500
4	6000	34	6500
5	6000	35	8686
6	7440	36	7708
7	7440	37	7737
8	6000	38	6463
9	5965	39	6383
10	6304	40	7574
11	8060	41	9000
12	8274	42	7795
13	6051	43	8538
14	6441	44	10792
15	6353	45	9633
16	7844	46	6000
17	6325	47	6000
18	6339	48	6000
19	8012	60	2509
20	8526	61	6088
21	8092	62	6737
22	7251	63	8228
23	7670	64	9247
24	6325	65	12147
25	7843		
26	6575		
27	6611		
28	6502		
29	7736		
30	5768		

1	8561	31	9650
2	7380	32	10186
3	8999	33	9558
4	9000	34	9000
5	9000	35	7440
6	8789	36	9028
7	12853	37	8073
8	11544	38	7367
9	9829	39	1629
10	8060	40	5413
11	8181	41	10941
12	9750	42	9830
13	8181	43	10836
14	9850	44	10012
15	8999	45	7467
16	9000	46	7440
17	9000	47	7440
18	7440	48	7440
19	7467	60	2509
20	10012	61	6088
21	10836	62	6737
22	9830	63	8228
23	10941	64	9247
24	5413	65	12147
25	1629		
26	7367		
27	8073		
28	9028		
29	7440		
30	9000		

0 60 120
SCALE IN FEET

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
2760 W. Excursion Ln.
Suite 400
Meridian, ID 83642
Phone: 208.376.7330
www.jub.com

PROFESSIONAL ENGINEER
REGISTERED
10683
STATE OF IDAHO
W. SCOTT WONDERS
5/3/21

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

FILE : 10-20-088_PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-05

Plot Date:5/3/2021 11:53 AM Plotted By: Everett Earnest
Data Created:5/3/2021 I:\JUB.COM\CENTRAL\CLIENTS\IDAHO\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

SHEET PP-07
SHEET PP-06

SHEET PP-07
SHEET PP-05

SHEET PP-05
SHEET PP-04

SHEET PP-06
SHEET PP-04

FALCON CREST GOLF COURSE

UNPLATTED

CLOVERDALE RIDGE ESTATES SUBDIVISION

W. TRALEE DRIVE

W. VALDERRAMA DRIVE

W. TRALEE COURT

W. TARY T. COURT

Block 18

Block 14

COMMON LOT

SEWER LIFT STATION

WATER LINE FOR FUTURE CONNECTION

SCALE IN FEET
0 60 120

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5/3/21

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

FILE : 10-20-088 PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-06

Plot Date:5/3/2021 11:54 AM Plotted By: Everett Earnest
Date Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

SHEET PP–08
SHEET PP–07

SHEET PP–08
SHEET PP–05

SHEET PP–07
SHEET PP–06

SHEET PP–07
SHEET PP–05

SHEET PP–05
SHEET PP–04

0 60 120
SCALE IN FEET

UNPLATTED

CLOVERDALE RIDGE ESTATES SUBDIVISION

FALCON CREST GOLF COURSE

W. TRALEE COURT

W. KINLOCH DRIVE

S. PORTSTEWART AVENUE

W. VALDERRAMA DRIVE

S. AUCHLINVA STREET

S. MUIRFIELD WAY

Block 17
R48.0'
1
R54.0'
707

PIPE DITCH

OPEN DITCH

PIPE UNDER PATHWAY

PIPE UNDER ROAD

PATHWAY

COMMON LOT

Plot Date:5/3/2021 11:54 AM Plotted By: Everett Earnest
Data Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\MISC\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

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STATE OF IDAHO
W. SCOTT WONDERS
5/3/21

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

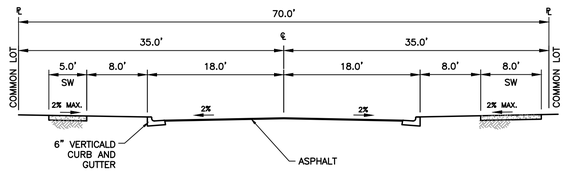
EXISTING AND PROPOSED CONDITIONS

FILE : 10-20-088_PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

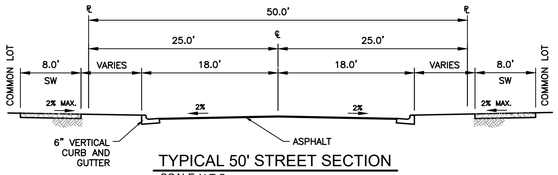
LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-07



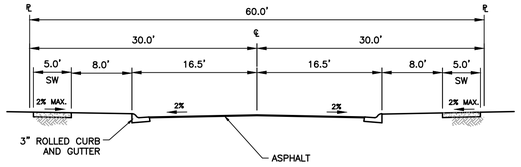
TYPICAL 70' STREET SECTION

SCALE:N.T.S.



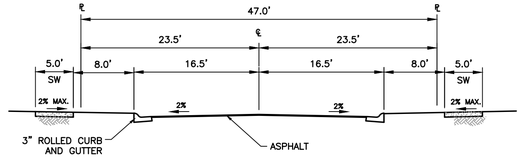
TYPICAL 50' STREET SECTION

SCALE:N.T.S.



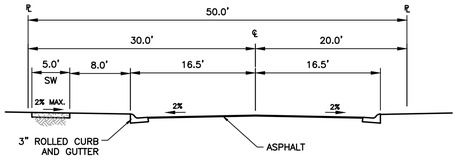
TYPICAL 60' STREET SECTION DETACTHED

SCALE:N.T.S.



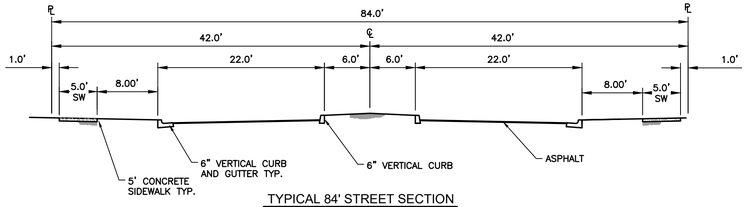
TYPICAL 47' STREET SECTION DETACTHED

SCALE:N.T.S.



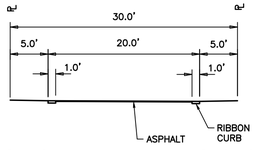
TYPICAL 50' STREET SECTION DETACTHED ONE SIDE

SCALE:N.T.S.



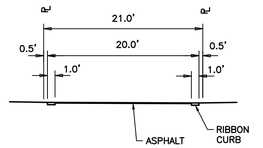
TYPICAL 84' STREET SECTION

SCALE:N.T.S.



TYPICAL SHARED DRIVEWAY SECTION

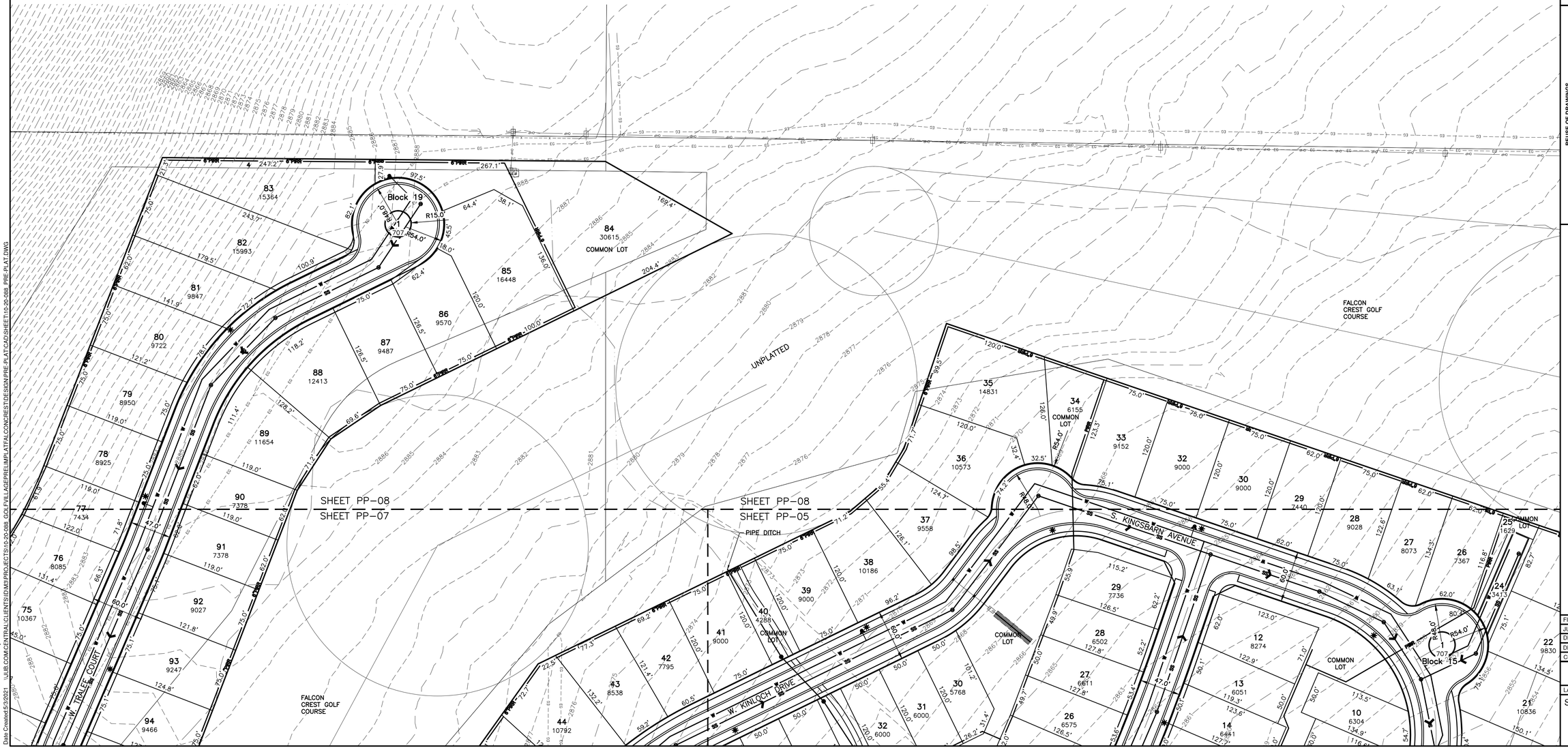
SCALE:N.T.S.



TYPICAL CLUSTER SHARED DRIVEWAY SECTION

SCALE:N.T.S.

SCALE IN FEET



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PROFESSIONAL ENGINEER REGISTERED 10683 STATE OF IDAHO W. SCOTT WONDERS 5/3/21

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

FILE : 10-20-088 PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/3/2021

SHEET NUMBER:

PP-08

Plot Date:5/3/2021 11:55 AM Plotted By: Everett Earnest
Date Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088 GOLF\VILLAGE\PRELIM\PLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

EG 2888.4
SSMH G9-23-END
STA: 66+90
8" = 2881.4

EG 2868.9
SSMH 5-5A19-7A-10
STA: 67+32
8" (S) = 2854.2
8" (W) = 2854.3

EG 2864.8
SSMH 5-5A19-7A-9
STA: 65+27
8" (S) = 2852.0
8" (N-W) = 2852.1

EG 2856.8
SSMH 5-5A19-7A-6
STA: 62+27
8" (W) = 2850.4
8" (N) = 2850.5

EG 2872.2
SSMH -END
STA: 80+07
8" = 2866.6

EG 2859.9
SSMH
5-5A19-7A9-3
STA: 70+32
8" = 2854.6

EG 2853.7
SSMH 5-5A19-7A-3
STA: 56+37
8" (S) = 2847.4
8" (E) = 2847.5

EG 2876.4
SSMH -END
STA: 13+084
8" = 2867.4

EG 2854.3
SSMH 5-5A19-10
STA: 56+37
8" (S) = 2848.4
8" (N) = 2848.5

EG 2865.5
SSMH 5-5A19-16
STA: 66+82
8" (E) = 2858.3
8" (N) = 2858.4

EG 2850.6
SSMH 5-5A19-7
STA: 51+57
8" (S) = 2841.3
8" (N-E) = 2841.4

EG 2862.7
SSMH G-99-5-END
STA: 12+94
8" = 2854.4

EG 2846.7
SSMH 5-5A193-A6
STA: 56+97
8" = 2837.8

EG 2838.8
SSMH 5-5A19-3
STA: 44+97
10" (N) = 2831.6
8" (W) = 2831.8

EG 2842.5
SSMH 5-5A-19
STA: 44+37
18" (W) = 2828.9
18" (E) = 2829.0
10" (N) = 2829.7

EG 2854.7
SSMH G9-9
STA: 4+66
8" (W) = 2844.1
8" (S-E) = 2844.2

EG 2829.1
LIFT STATION
STA: 1+00
8" = 2825.00

EG 2829.0
SSMH 5-5A-15
STA: 35+80
18" (W) = 2820.8
18" (N) = 2820.9

EG 2839.7
SSMH 5-5A193-B3
STA: 50+37
8" = 2834.6

EG 2826.1
SSMH 5-5A-7
STA: 24+43
18" (S) = 2812.0
18" (N) = 2812.1

EG 2818.1
SSMH 5-5A-4
STA: 16+23
18" (S) = 2804.3
18" (N) = 2804.4

EG 2824.9
SSMH 5-5
STA: 9+67
18" (W) = 2798.0
18" (N) = 2798.1

EG 2809.5
RIM: 2807.05
8" IN: 2789.49 (N)
18" IN: 2788066 (S)
21" OUT: 2788041 (W)

PROPOSED CLUBHOUSE FACILITIES

PROPOSED ROBINHOOD SUBDIVISION NO. 1

PROPOSED FALCON CREST SUBDIVISION NO. 2

PROPOSED FALCON CREST SUBDIVISION NO. 1

CONNECT TO EXISTING SEWER

SCALE IN FEET
0 100 200

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

UTILITY PLAN

FILE : 10-20-088_PRE-UTILITY
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-09

Plot Date:5/3/2021 11:56 AM Plotted By: Everett Earnest
Date Created:4/7/2021 \\JUB.COM\CENTRAL\CLIENTS\IDM3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCRES\1DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-UTILITY.DWG

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

PHASING PLAN

FILE : 10-20-088_PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/3/2021

SHEET NUMBER:

PP-10

Plot Date:5/3/2021 12:00 PM Plotted By: Everett Earnest
Date Created:5/3/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLATFALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

PRELIMINARY PLAT FOR

FALCON CREST GOLF VILLAGE SUBDIVISION

SITUATE IN THE NORTH HALF OF SECTION 22 AND THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN,

KUNA, IDAHO

2021

Line Table		
Line #	Direction	Length
L1	N44°57'42"W	41.37'
L2	N84°57'01"W	30.65'
L3	N00°59'11"W	50.05'
L4	S53°10'16"E	54.12'
L5	N17°10'02"E	70.35'
L6	S73°11'27"E	152.74'
L7	N89°48'26"W	124.88'
L8	S76°22'08"E	205.71'
L9	S22°21'18"E	27.82'
L10	S59°52'20"E	38.96'
L11	N63°22'40"E	51.96'
L12	S76°22'08"E	111.98'

Line Table		
Line #	Direction	Length
L13	S13°37'52"W	100.70'
L14	S44°14'33"W	106.74'
L15	S63°05'48"E	41.32'
L16	S34°49'22"E	130.00'
L17	S47°50'37"E	19.10'
L18	N68°59'10"E	201.65'
L19	N20°25'28"E	257.90'
L20	N05°05'23"E	39.67'
L21	N20°29'54"W	26.70'
L22	N42°33'48"W	27.15'
L23	S81°44'04"E	47.65'
L24	S88°25'14"E	75.00'

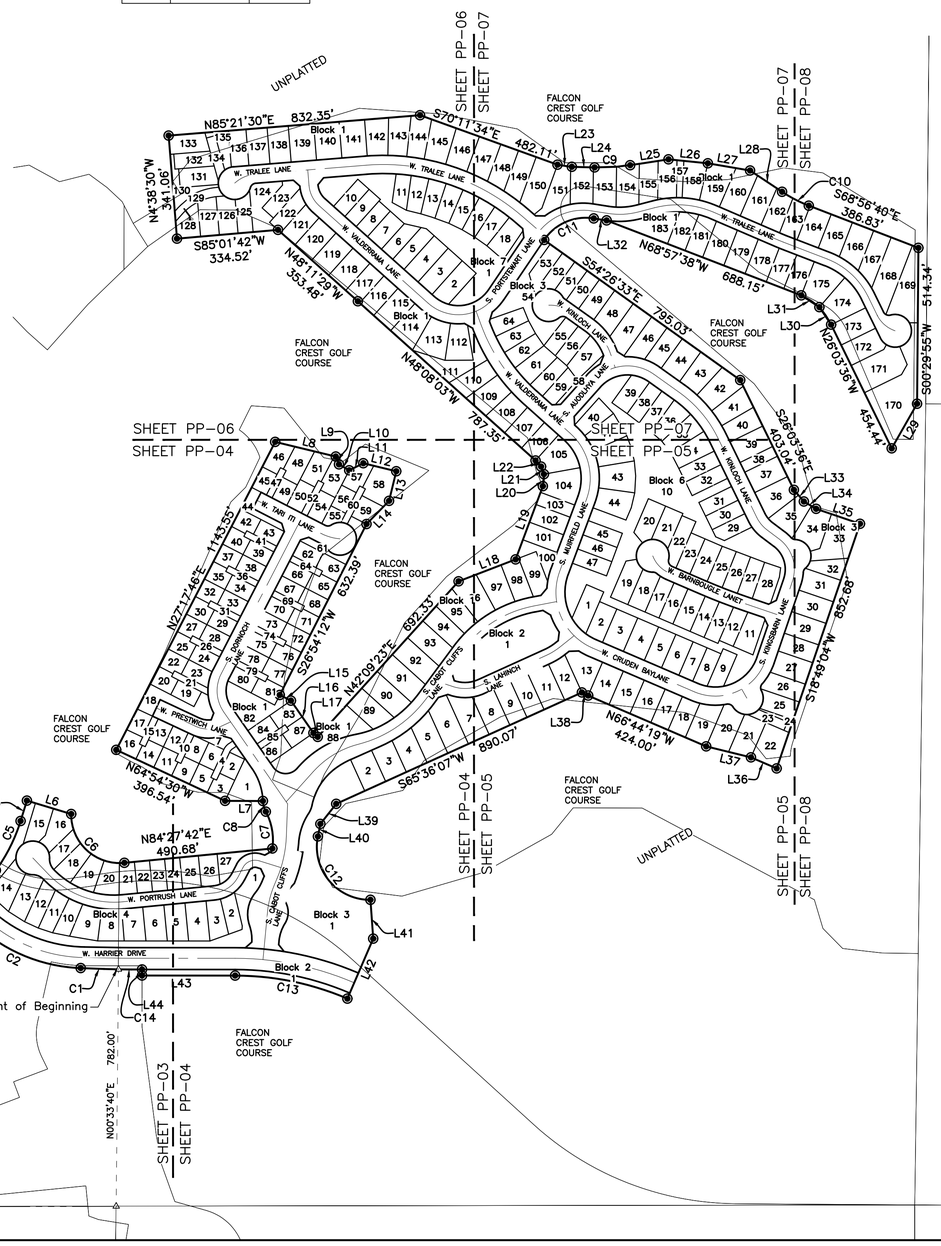
Line Table		
Line #	Direction	Length
L25	N81°17'32"E	127.91'
L26	S84°14'04"E	130.32'
L27	S80°16'59"E	141.41'
L28	S56°23'27"E	126.88'
L29	S29°38'46"W	169.35'
L30	N33°59'09"W	69.61'
L31	N56°51'57"W	71.24'
L32	N81°02'06"W	43.04'
L33	S40°34'22"E	50.84'
L34	S59°06'42"E	47.06'
L35	S71°10'56"E	153.00'
L36	N66°44'19"W	92.38'

Line Table		
Line #	Direction	Length
L37	N76°12'04"W	152.07'
L38	N62°55'44"W	23.17'
L39	S38°17'57"W	84.26'
L40	S11°13'36"W	42.13'
L41	S04°07'57"E	128.56'
L42	S23°19'33"W	215.43'
L43	N89°57'42"W	307.21'
L44	N00°02'18"E	20.00'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	124.76'	8622.89'	0°49'44"	N88°07'53"W	124.76'
C2	401.16'	535.00'	42°57'45"	N66°26'35"W	391.83'
C3	343.25'	555.00'	35°26'09"	S73°48'41"W	337.81'
C4	501.22'	525.00'	54°42'02"	N64°10'45"E	482.40'
C5	183.06'	555.00'	18°53'53"	N26°36'59"E	182.23'
C6	268.64'	160.00'	96°11'57"	S47°26'19"E	238.18'
C7	125.27'	200.00'	35°53'15"	N10°05'28"W	123.23'
C8	36.96'	82.00'	25°49'21"	N15°07'25"W	36.64'
C9	118.05'	657.50'	10°17'14"	N86°26'09"E	117.89'
C10	100.24'	457.50'	12°33'13"	S62°40'04"E	100.04'
C11	188.22'	166.26'	64°51'52"	S66°31'58"W	178.33'
C12	310.84'	175.00'	101°46'15"	S39°39'32"E	271.56'
C13	380.65'	943.00'	23°07'41"	N78°23'52"W	378.07'
C14	77.79'	4335.51'	1°01'41"	N89°42'04"W	77.79'

SHEET INDEX

SHEET NUMBER	SHEET TITLE
PP-01	BOUNDARY AND PROJECT INFORMATION
PP-02	SURROUNDING LAND USE AND LOT TABLES
PP-03	EXISTING AND PROPOSED CONDITIONS
PP-04	EXISTING AND PROPOSED CONDITIONS
PP-05	EXISTING AND PROPOSED CONDITIONS
PP-06	EXISTING AND PROPOSED CONDITIONS
PP-07	EXISTING AND PROPOSED CONDITIONS
PP-08	EXISTING AND PROPOSED CONDITIONS
PP-09	UTILITY PLAN
PP-10	PHASING PLAN

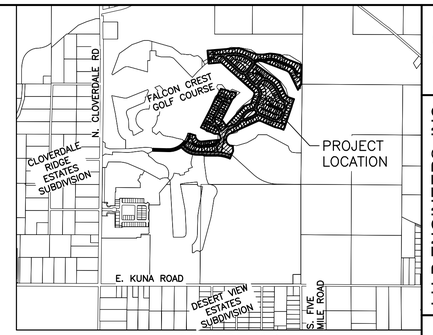


BOUNDARY LEGEND

- Subdivision Boundary Line
- Section Line
- Center Line
- Right-of-way Line
- Existing Parcel Line
- Section Corner
- Quarter-Section Corner
- Property Corner
- Calculated Point

LAND USE SUMMARY

TOTAL AREA:	86.90 AC.
TOTAL LOTS:	352 LOTS
RESIDENTIAL LOTS:	291 LOTS
COMMON AREA LOTS:	43 LOTS
COMMON DRIVEWAY LOTS:	18 LOTS
RESIDENTIAL DENSITY:	3.38 DU/AC
RESIDENTIAL COMMON AREA:	13.29 AC. (15.4%)
AVERAGE LOT SIZE:	7,567 S.F.
SMALLEST LOT:	4,613 S.F.
EXISTING ZONES:	R-6, R-12



VICINITY MAP

SCALE: 1"=2000'

NOTES:

1. CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD '88 DATUM.
2. THE STREETS WITHIN THIS DEVELOPMENT ARE A COMBINATION OF PUBLIC AND PRIVATE STREETS. THE PUBLIC STREET SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA COUNTY HIGHWAY DISTRICT (ACHD) STANDARDS FOR PUBLIC STREETS WITH A MINIMUM GRADIENT OF 0.40%. THE PRIVATE STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF KUNA SPECIFICATIONS.
3. ALL LOTS ARE RESIDENTIAL BUILDING LOTS EXCEPT LOTS 1, 7, 18, 44, 55, 61, 82, 88, 100, 103, 111, 124, 128, 130, 135, 151, 157, 170, 183, BLOCK 1, LOT 1, BLOCK 2, LOTS 1, 24, 32, 38, 54, 58, BLOCK 3, LOTS 1, 27, BLOCK 4, LOT 1, BLOCK 5, LOT 10, BLOCK 6, WHICH ARE COMMON AREA\DRAINAGE STORAGE LOTS. LOTS 4, 10, 15, 21, 26, 31, 36, 41, 47, 52, 60, 64, 69, 74, 79, 129, 134, BLOCK 1, LOT 24, BLOCK 3 ARE COMMON DRIVEWAY LOTS.
4. STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE STORAGE FACILITIES.
5. PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION.
6. THIS SUBDIVISION WILL RECEIVE PRESSURIZED IRRIGATION FOR COMMON LOTS AND THE GOLF COURSE FROM EXISTING IRRIGATION WELLS. THE INDIVIDUAL LOTS WILL RECEIVE PRESSURE IRRIGATION FROM THE DOMESTIC WATER SUPPLY WELLS ON SITE. THE CONSTRUCTED PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED AND OPERATED BY THE HOME OWNERS ASSOCIATION AND GOLF COURSE.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
8. DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE CITY OF KUNA.
9. SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF KUNA.
10. IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHERE THEY CROSS ROADWAYS WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT-OF-WAY.
11. LANDSCAPED COMMON LOTS ARE LOCATED THROUGHOUT THE PROJECT AND ARE IDENTIFIED ON THE PLAN. THESE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
12. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT WITH THE CITY OF KUNA.
13. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN AFFECT AT THE TIME OF THE RE-SUBDIVISION.
14. THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
15. A STORMWATER DRAINAGE EASEMENT SHALL BE RESERVED ON THE DRAINAGE LOTS FOR THE BENEFIT OF ACHD. LANDSCAPING OVER SAID LOTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND ACHD SHALL PROVIDE HEAVY MAINTENANCE OF THE STORM DRAINAGE FACILITIES AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR GOLF VILLAGE SUBDIVISION.
16. THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP NO. 16001C0425 H, COMMUNITY PANEL NO. 0425, WHICH BEARS AN EFFECTIVE DATE OF OCTOBER 2, 2003 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

FIRE DISTRICT:
KUNA FIRE DISTRICT
150 W. BOISE STREET
KUNA, ID 83634
PHONE: (208) 922-1144

SCHOOL DISTRICT:
KUNA SCHOOL DISTRICT
711 E. PORTER STREET
KUNA, ID 83634
PHONE: (208) 922-1000

SEWER & WATER:
CITY OF KUNA
6950 S TEN MILE RD
MERIDIAN, ID. 83634
PHONE: (208) 287-1729 (SEW)
PHONE: (208) 287-1725 (WAT)

POWER:
IDAHO POWER
JESS POWELL
1221 W. IDAHO STREET
BOISE, ID. 83702
PHONE: (208) 388-6399

0 250 500

SCALE IN FEET

DEVELOPER
M3 COMPANIES
1087 W. RIVER STREET
SUITE #310
BOISE, IDAHO 83702
208-939-6263
MARK TATE

CIVIL ENGINEER
MATT PRICE, P.E.
J-U-B ENGINEERS, INC.
2760 W. EXCURSION LN.
STE. 400
MERIDIAN, ID 83642
208-869-2545

OWNER
FALCON CREST LLC
2528 N. CLOVERDALE RD.
BOISE, ID 83713

OWNER
M3 ID VALOR GOLF VILLAS LLC
7033 E. GREENWAY PKWY
STE 100
SCOTTSDALE, AZ 85254

OWNER
FALCON CREST HOLDINGS LLC
7033 E. GREENWAY PKWY
STE 100
SCOTTSDALE, AZ 85254

OWNER
FALCON CREST CLUB
PARTNERS LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

LAND SURVEYOR
TIMOTHY HARRIGAN, P.L.S.
J-U-B ENGINEERS, INC.
2760 W. EXCURSION LN.
STE. 400
MERIDIAN, ID 83642
208-376-7330

BOUNDARY CERTIFICATION

PROFESSIONAL LAND SURVEYOR LICENSED 17665 STATE OF IDAHO TIMOTHY HARRIGAN

IRRIGATION DISTRICT:
BOISE PROJECT BOARD OF CONTROL
2465 OVERLAND ROAD
BOISE, ID 83705
PHONE: (208) 344-1141

ROADWAYS
ADA COUNTY HIGHWAY DISTRICT
1301 N. ORCHARD ST
BOISE, ID. 83706
PHONE: (208) 387-6100

LEGEND

EXISTING		PROPOSED
S	SANITARY SEWER LINE	S S
	SANITARY SEWER FORCE MAIN	FM
W	WATER LINE	W W
IRR	GRAVITY IRRIGATION PIPE	IRR
PRR	PRESSURE IRRIGATION LINE	PRR
SD	STORM DRAIN LINE	SD SD SD
	CENTERLINE	
	LOT LINE	
	6" VERTICAL CURB & GUTTER	
	ROLLED CURB & GUTTER	
	5' SIDEWALK	
	SEWER MANHOLE	
	DITCH FLOW LINE	
	IRRIGATION MANHOLE	
	STREET LIGHT	
	TREE DECIDUOUS	
	TREE CONIFER	
EP	EDGE OF PAVEMENT	EP EP
	GAS LINE	
	FENCE LINE	
	FIRE HYDRANT	
2650	5' CONTOUR LINE	
2651	1' CONTOUR LINE	
	SEWER FLOW DIRECTION	S S
	FORCE MAIN FLOW DIRECTION	FM
	DRAINAGE FACILITY	SD

J-U-B ENGINEERS, INC.
2760 W. Excursion Ln.
Suite 400
Meridian, ID 83642
Phone: 208.376.7330
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PROFESSIONAL ENGINEER REGISTERED 11704 STATE OF IDAHO MATT E. PRICE

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APPD.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

BOUNDARY AND PROJECT INFORMATION

FILE : 10-20-088 PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----

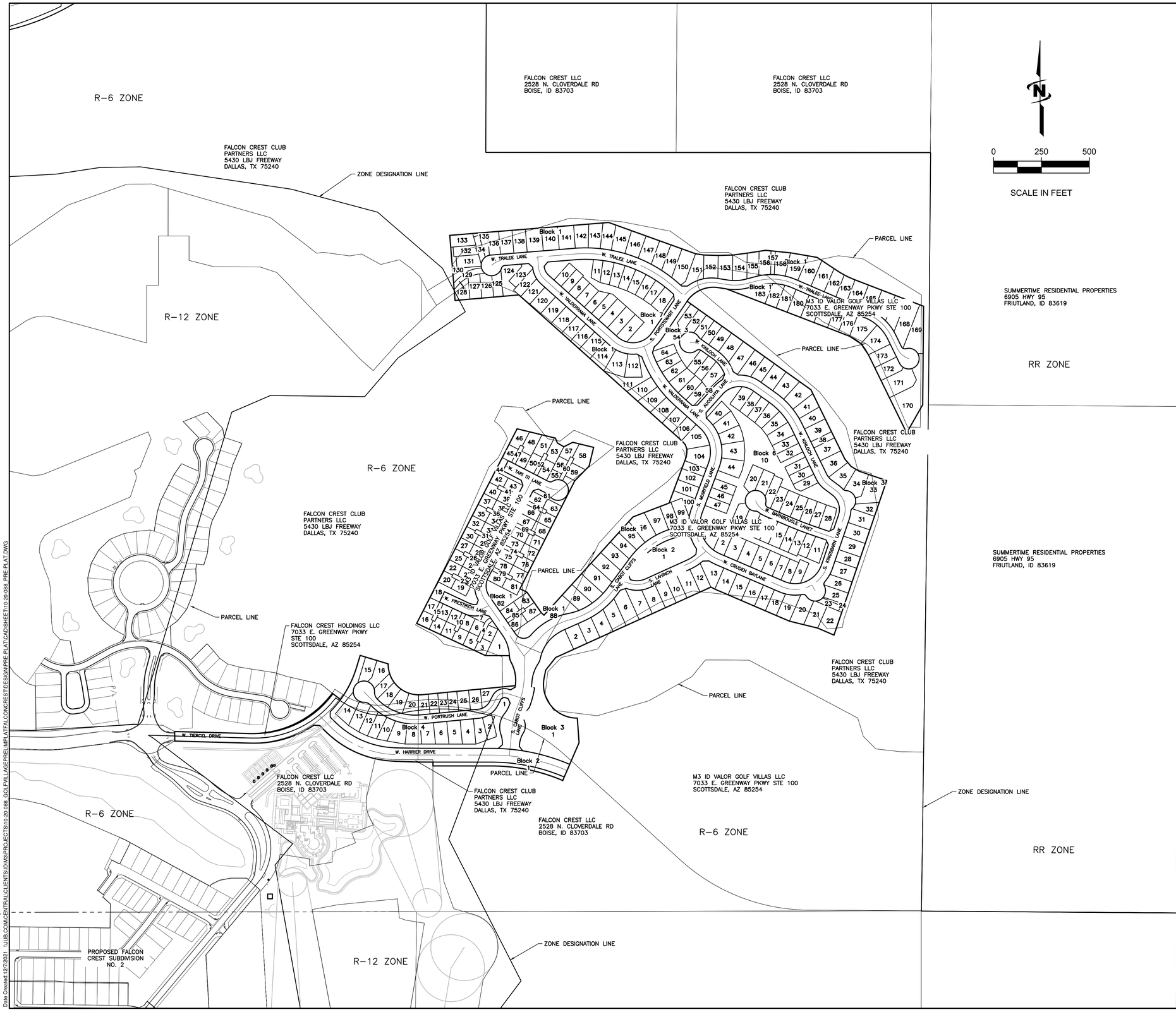
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 12/7/2021

SHEET NUMBER:

PP-01

Plot Date:12/7/2021 2:47 PM Plotted By: Everett Earnest
Date Created:12/7/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCRESTDESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG



Parcel Area Table			
BLOCK NUMBER	LOT NUMBER	AREA (ACRES)	LOT USE
1	103	0.12 ac.	Common Lot
1	61	0.14 ac.	Common Lot
1	82	0.34 ac.	Common Lot
1	18	0.28 ac.	Common Lot
1	44	0.12 ac.	Common Lot
1	157	0.06 ac.	Common Lot
1	183	0.26 ac.	Common Lot
1	55	0.07 ac.	Common Lot
1	100	0.15 ac.	Common Lot
1	88	0.48 ac.	Common Lot
1	1	0.25 ac.	Common Lot
1	7	0.05 ac.	Common Lot
1	111	0.28 ac.	Common Lot
1	128	0.16 ac.	Common Lot
1	124	0.25 ac.	Common Lot
1	135	0.11 ac.	Common Lot
1	151	0.24 ac.	Common Lot
1	170	0.70 ac.	Common Lot
1	130	0.15 ac.	Common Lot
2	1	0.97 ac.	Common Lot
3	24	0.04 ac.	Common Lot
3	32	0.14 ac.	Common Lot
3	38	0.10 ac.	Common Lot
3	54	0.45 ac.	Common Lot
3	58	0.06 ac.	Common Lot
4	27	0.15 ac.	Common Lot
6	10	2.94 ac.	Common Lot
7	1	1.22 ac.	Common Lot

Parcel Area Table			
BLOCK NUMBER	LOT NUMBER	AREA (ACRES)	LOT USE
1	21	0.06 ac.	Shared Driveway
1	60	0.06 ac.	Shared Driveway
1	52	0.06 ac.	Shared Driveway
1	134	0.09 ac.	Shared Driveway
1	129	0.11 ac.	Shared Driveway
1	4	0.07 ac.	Shared Driveway
1	10	0.05 ac.	Shared Driveway
1	15	0.05 ac.	Shared Driveway
1	26	0.05 ac.	Shared Driveway
1	31	0.05 ac.	Shared Driveway
1	36	0.05 ac.	Shared Driveway
1	41	0.05 ac.	Shared Driveway
1	47	0.05 ac.	Shared Driveway
1	64	0.05 ac.	Shared Driveway
1	69	0.05 ac.	Shared Driveway
1	74	0.05 ac.	Shared Driveway
1	79	0.05 ac.	Shared Driveway
3	23	0.08 ac.	Shared Driveway

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
2760 W. Excursion Ln.
Suite 400
Meridian, ID 83642
Phone: 208.376.7330
www.jub.com

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	REVISION			

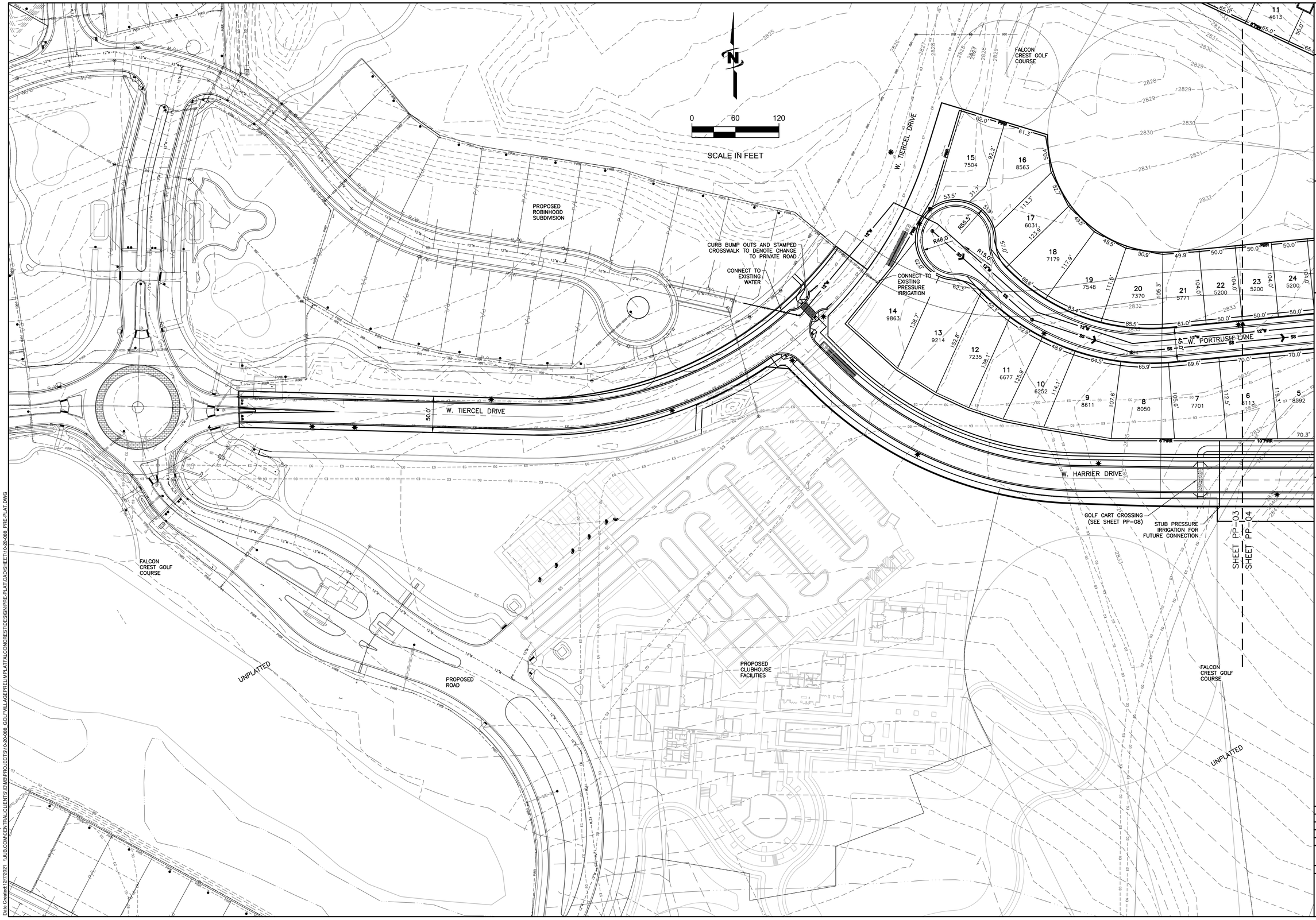
FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

SURROUNDING LAND USE AND LOT TABLES

FILE : 10-20-088_PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 12/7/2021

SHEET NUMBER:
PP-02

Plot Date:12/7/2021 2:47 PM Plotted By: Everett Earnest
Date Created:12/7/2021 \\UB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCRESTDESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG



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www.jub.com

PROFESSIONAL ENGINEER
REGISTERED
11704
STATE OF IDAHO
MATT E. PRICE

REUSE OF DRAWINGS
IDAHO CODE (54-1226) STATES THAT ALL DRAWINGS, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

FILE :	10-20-088 PRE-PLAT
JUB PROJ. # :	10-20-088
DRAWN BY:	----
DESIGN BY:	----
CHECKED BY:	----

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 12/8/2021

SHEET NUMBER:

PP-03

Plot Date:12/8/2021 11:56 AM Plotted By: Everett Earnest
Date Created:12/7/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088\GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

SHEET PP-05
SHEET PP-04

SHEET PP-06
SHEET PP-04

SHEET PP-04
SHEET PP-03

UNPLATTED

FALCON CREST GOLF COURSE

COMMON LOT

S. CABOT CLIFFS LANE

S. DORNOCH LANE

W. PORTMARNOCK LANE

W. TARTAN LANE

W. PORTRUSH LANE

W. HARRIER DRIVE

Block 1
88 21008

Block 2
1

Block 3
1

Block 4
1

Block
86 4802

GOLF CART CROSSING (SEE SHEET PP-08)

PARKING FOR PARK

PRESSURE IRRIGATION FOR FUTURE CONNECTION

SEWER LINE FOR FUTURE CONNECTION

SEWER LINE CONNECTION (SEE SHEET PP-09)

STUB PRESSURE IRRIGATION FOR FUTURE CONNECTION

0 60 120

SCALE IN FEET

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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

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LAST UPDATED: 12/7/2021

SHEET NUMBER:
PP-04

Plot Date:12/7/2021 2:49 PM Plotted By: Everett Earnest
Date Created:12/7/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

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FALCON CREST GOLF VILLAGE SUBDIVISION
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EXISTING AND PROPOSED CONDITIONS

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DESIGN BY:	----
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LAST UPDATED: 12/7/2021

SHEET NUMBER:

PP-05

Plot Date:12/7/2021 2:50 PM, Plotted By: Everett Earnest
Date Created:12/7/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

SHEET PP-07
SHEET PP-06

SHEET PP-07
SHEET PP-05

SHEET PP-05
SHEET PP-04

SHEET PP-06
SHEET PP-04

FALCON CREST GOLF COURSE

UNPLATTED

CLOVERDALE RIDGE ESTATES SUBDIVISION

COMMON LOT

SEWER LIFT STATION

WATER LINE FOR FUTURE CONNECTION

CONNECT EMERGENCY ACCESS TO EXISTING GRAVEL ROAD. EMERGENCY ACCESS TO BE MAINTAINED AND RELOCATED WITH FUTURE DEVELOPMENT

W. TRALEE LANE

W. VALDERRAMA LANE

W. TARY LANE

0 60 120
SCALE IN FEET

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
2760 W. Excursion Ln.
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11704
STATE OF IDAHO
MATT E. PRICE

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IDAHO CODE SECTION 54-1226 STATES: COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

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FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

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DESIGN BY:	----
CHECKED BY:	----

ONE INCH
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LAST UPDATED: 12/7/2021

SHEET NUMBER:

PP-06

Plot Date:12/7/2021 2:51 PM Plotted By: Everett Earnest
Date Created:12/7/2021 \\JUB.COM\CENTRAL\CLIENTS\IDM3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

SHEET PP-08
SHEET PP-07

SHEET PP-08
SHEET PP-05

SHEET PP-07
SHEET PP-06

SHEET PP-07
SHEET PP-05

SHEET PP-05
SHEET PP-04

0 60 120

SCALE IN FEET

UNPLATTED

CLOVERDALE RIDGE ESTATES SUBDIVISION

FALCON CREST GOLF COURSE

W. TRALEE LANE

S. PORTSTEWART LANE

W. KINLOCH LANE

S. AUCHLYHA LANE

W. VALDERRAMA LANE

S. MUIRFIELD LANE

COMMON LOT

PIPE DITCH

OPEN DITCH

PATHWAY

PIPE UNDER PATHWAY

PIPE UNDER ROAD

GOLF CART CROSSING (SEE SHEET PP-08)

Plot Date:12/7/2021 2:52 PM, Plotted By: Everett Earnest
Data Created:12/7/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\ADI\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

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FALCON CREST GOLF VILLAGE SUBDIVISION
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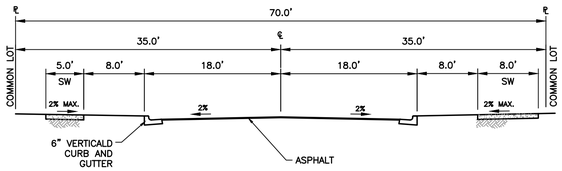
LAST UPDATED: 12/7/2021

SHEET NUMBER:

PP-07



TYPICAL 70' STREET SECTION
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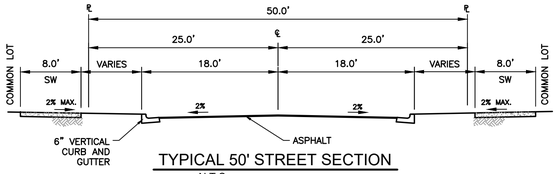

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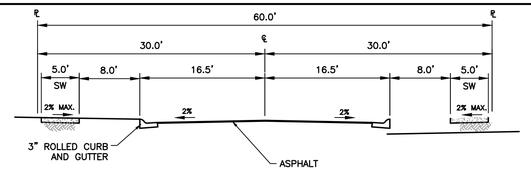

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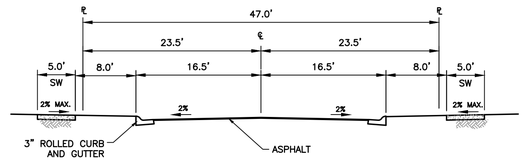

TYPICAL 47' STREET SECTION DETACTHED
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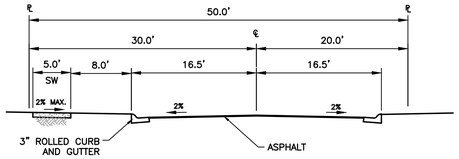
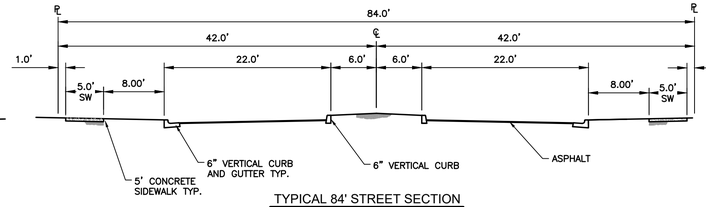


TYPICAL 50' STREET SECTION DETACTHED ONE SIDE
N.T.S.



TYPICAL 84' STREET SECTION
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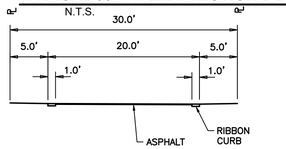
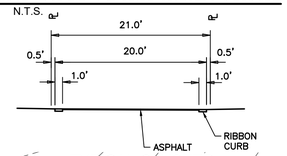


TYPICAL SHARED DRIVEWAY SECTION
N.T.S.



TYPICAL CLUSTER SHARED DRIVEWAY SECTION
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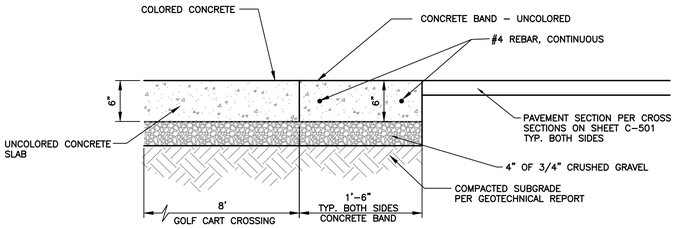
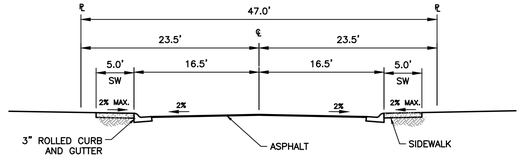
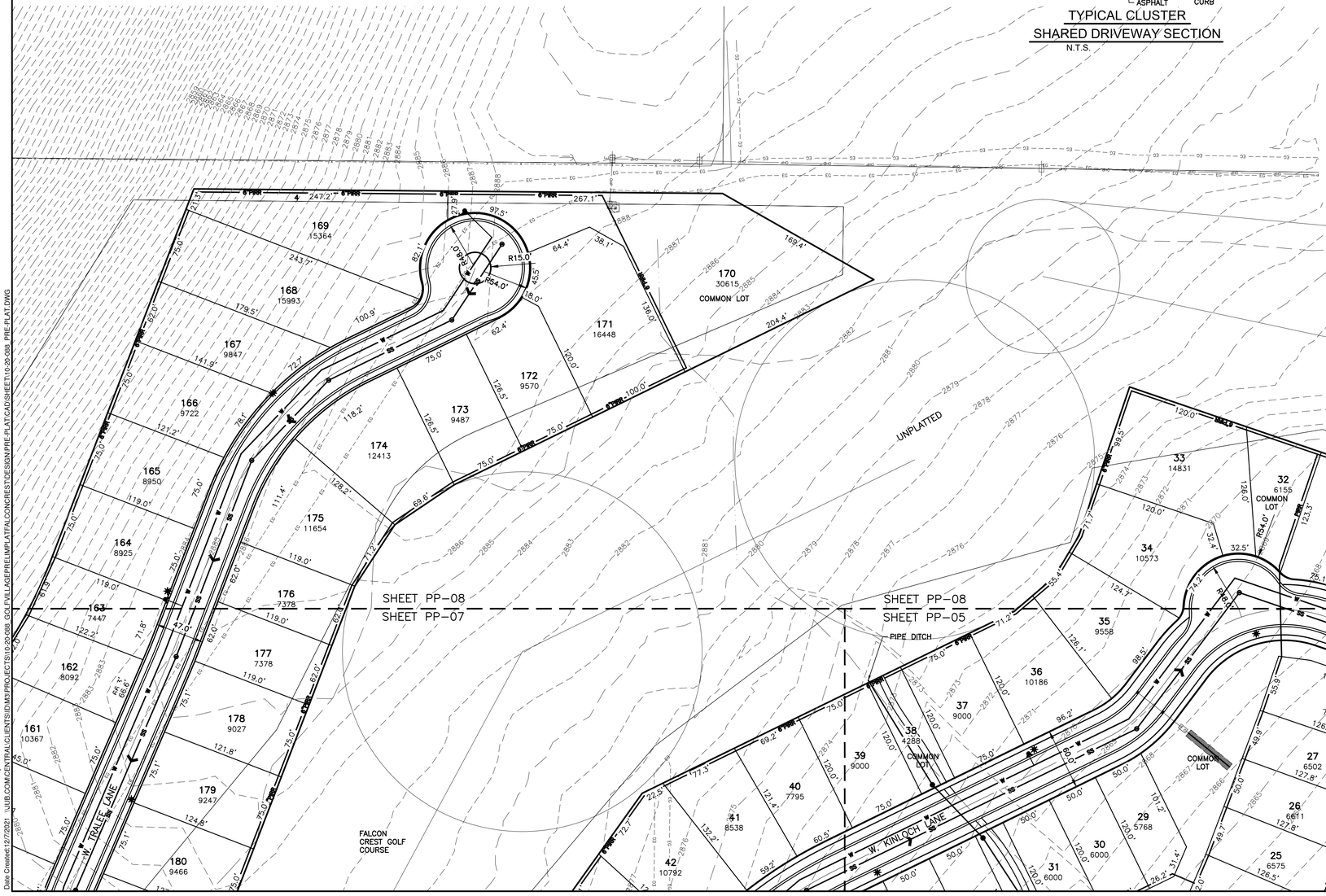


GOLF CART CROSSING
N.T.S.



TYPICAL 47' STREET SECTION ATTACHED
N.T.S.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
2760 W. Excursion Ln.
Suite 400
Meridian, ID 83642
Phone: 208.376.7330
www.jub.com

PROFESSIONAL ENGINEER REGISTERED 11704 STATE OF IDAHO MATT E. PRICE

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

FILE : 10-20-088 PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 12/7/2021

SHEET NUMBER:
PP-08

Plot Date:12/7/2021 2:52 PM Plotted By: Everett Earnest
Date Created:12/7/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\MS\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCRESTDESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

EG 2888.4
SSMH G9-23-END
STA: 66+90
8" = 2881.4

EG 2868.9
SSMH 5-5A19-7A-10
STA: 67+37
8" (S) = 2854.2
8" (W) = 2854.3

EG 2864.8
SSMH 5-5A19-7A-9
STA: 65+27
8" (S) = 2852.0
8" (N-W) = 2852.1

EG 2856.8
SSMH 5-5A19-7A-6
STA: 62+27
8" (W) = 2850.4
8" (N) = 2850.5

EG 2872.2
SSMH -END
STA: 80+07
8" = 2866.6

EG 2859.9
SSMH
5-5A19-7A9-3
STA: 70+32
8" = 2854.6

EG 2853.7
SSMH 5-5A19-7A-3
STA: 56+37
8" (S) = 2847.4
8" (E) = 2847.5

EG 2876.4
SSMH -END
STA: 13+084
8" = 2867.4

EG 2854.3
SSMH 5-5A19-10
STA: 56+37
8" (S) = 2848.4
8" (N) = 2848.5

EG 2850.6
SSMH 5-5A19-7
STA: 51+57
8" (S) = 2841.3
8" (N-E) = 2841.4

EG 2865.5
SSMH 5-5A19-16
STA: 66+82
8" (E) = 2858.3
8" (N) = 2858.4

EG 2862.7
SSMH G-39-5-END
STA: 12+94
8" = 2854.4

EG 2846.7
SSMH 5-5A193-A6
STA: 56+97
8" = 2837.8

EG 2838.8
SSMH 5-5A19-3
STA: 44+97
10" (N) = 2831.6
8" (W) = 2831.8

EG 2854.7
SSMH G9-9
STA: 4+66
8" (W) = 2844.1
8" (S-E) = 2844.2

EG 2829.1
LIFT STATION
STA: 1+00
8" = 2825.00

EG 2842.5
SSMH 5-5A-19
STA: 44+37
18" (W) = 2828.9
18" (E) = 2829.0
10" (N) = 2829.7

EG 2829.0
SSMH 5-5A-15
STA: 35+80
18" (W) = 2820.8
18" (N) = 2820.9

EG 2839.7
SSMH 5-5A193-B3
STA: 50+37
8" = 2834.6

EG 2826.1
SSMH 5-5A-7
STA: 24+43
18" (S) = 2812.0
18" (N) = 2812.1

EG 2818.1
SSMH 5-5A-4
STA: 16+23
18" (S) = 2804.3
18" (N) = 2804.4

EG 2824.9
SSMH 5-5
STA: 9+67
18" (W) = 2798.0
18" (N) = 2798.1

EG 2809.5
RIM: 2807.05
8" IN: 2789.49 (N)
18" IN: 2788066 (S)
21" OUT: 2788041 (W)

PROPOSED CLUBHOUSE FACILITIES

PROPOSED ROBINHOOD SUBDIVISION NO. 1

PROPOSED FALCON CREST SUBDIVISION NO. 2

PROPOSED FALCON CREST SUBDIVISION NO. 1

CONNECT TO EXISTING SEWER

SCALE IN FEET
0 100 200

J-U-B ENGINEERS, INC.

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2760 W. Excursion Ln.
Suite 400
Meridian, ID 83642

Phone: 208.376.7330
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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

UTILITY PLAN

FILE: 10-20-088 PRE-UTILITY
JUB PROJ. #: 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 5/13/2021

SHEET NUMBER:

PP-09

Plot Date:12/7/2021 2:54 PM Plotted By: Everett Earnest
Date Created:5/13/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-UTILITY.DWG

J-U-B ENGINEERS, INC.

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2760 W. Excursion Ln.
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Meridian, ID 83642

Phone: 208.376.7330
www.jub.com

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

PHASING PLAN

FILE : 10-20-088_PRE-PLAT
JUB PROJ. # : 10-20-088
DRAWN BY: ----
DESIGN BY: ----
CHECKED BY: ----

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 12/7/2021

SHEET NUMBER:

PP-10

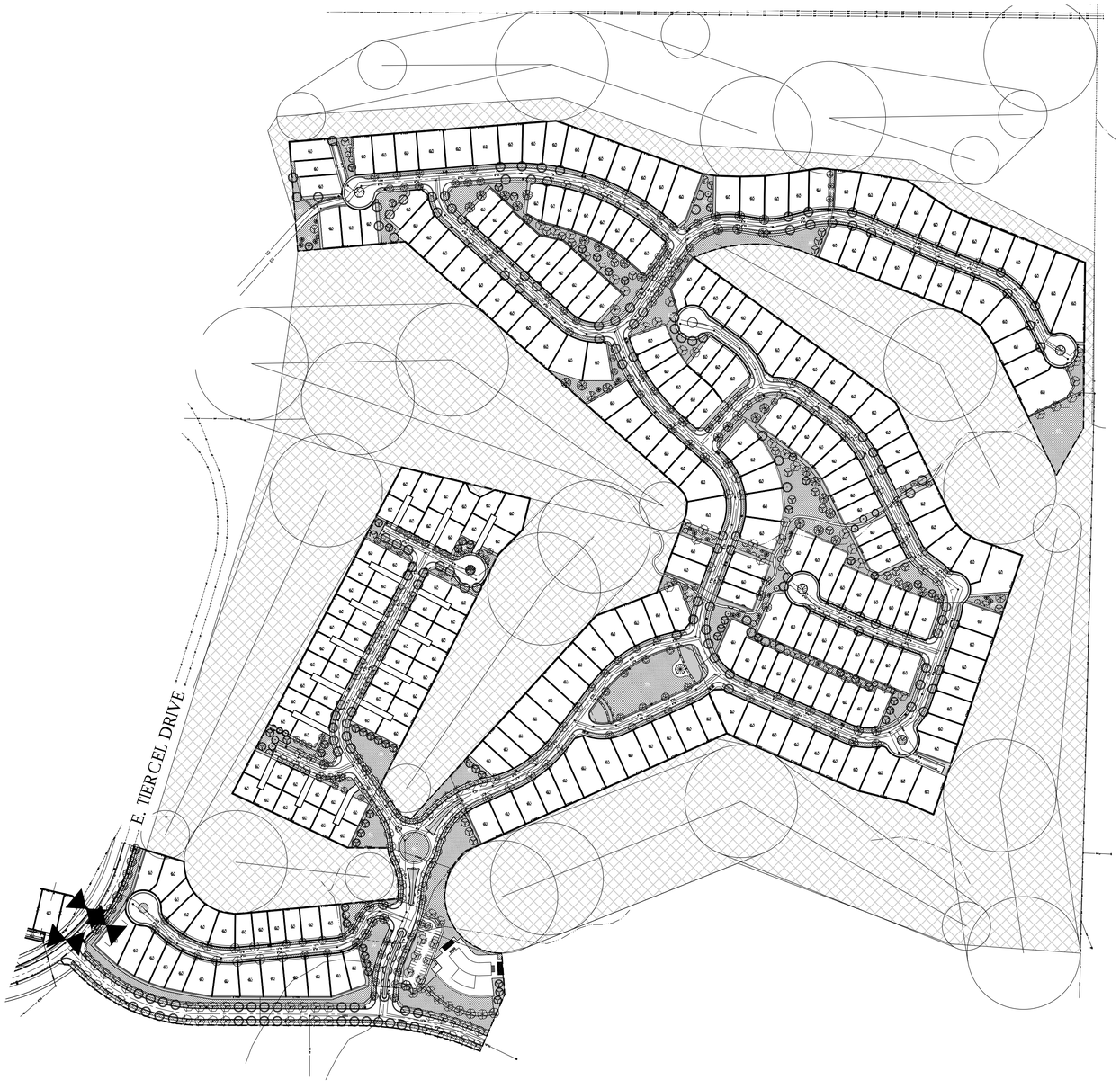
Plot Date:12/7/2021 2:56 PM Plotted By: Everett Earnest
Date Created:12/7/2021 \\JUB.COM\CENTRAL\CLIENTS\ID\M3\PROJECTS\10-20-088_GOLFVILLAGEPRELIMPLAT\FALCONCREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG

PRELIMINARY PLAT LANDSCAPE PLANS FOR

FALCON CREST - GOLF VILLAGES SUBDIVISION

CITY OF KUNA, IDAHO

2021



GOLF VILLAGES SUBDIVISION - OVERALL LANDSCAPE PLAN

0' 200' 400' 600'

Scale: 1" = 200'-0"

DEVELOPER

M3 COMPANIES
1087 W. River Street
Suite 310
Boise, Idaho 83702
(208) 939-6263 Fax: 208-939-6752

CIVIL ENGINEERS

J-U-B ENGINEERS, INC.
250 S. Beechwood Ave. Suite 201
Boise, ID 83709-0944
(208) 376-7330 Fax: 208-323-9336

LANDSCAPE ARCHITECT

Greey | Pickett
Landscape Architecture | Community Design
7144 E. Stetson Drive, Suite 205
Scottsdale, Arizona 85251
(480) 609-0009 Fax: (480) 609-0068

SHEET INDEX

Cover Sheet	L0.0
General Notes / Landscape Calculations	L0.1
Overall Landscape Sheet Layout	L3.0
Planting Plans	L3.1-L3.13
Planting Details	L7.1
Planting Specifications	L8.1

GREEY | PICKETT
landscape architecture | community design
7144 e stetson drive, suite 205
scottsdale, arizona 85251
480.609.0009p 480.609.0068f

STATE OF IDAHO
RUSSELL GREEY
LA - 16653
Expires: 09/21/22
LICENSED LANDSCAPE ARCHITECT

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

revisions:

project #: *MTC075*
scale: *As Shown*
issued for: *REVIEW*
drawn by: *TEAM*
date: *05.04.2021*
drawing: *Overall Landscape Plan*

sheet #
L0.0
01 of 18

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PLANTING GENERAL NOTES:

1. THE CONTRACTOR SHALL REVIEW PLANTING PLANS WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. THE LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS HE DEEMS UNACCEPTABLE. SEE SPECIFICATIONS.
3. THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL PLANT MATERIAL AS SPECIFIED ON THE PLANTING PLANS. HOWEVER, SHOULD THE PLANT MATERIAL BE TEMPORARILY UNAVAILABLE, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND INSTALL 3 GALLON NURSERY BUCKETS WITH IRRIGATION AT EACH PLANT LOCATION. AS THE PLANT MATERIAL BECOMES AVAILABLE, THE 3 GALLON BUCKETS SHALL BE REMOVED AND PLANT MATERIAL INSTALLED.
4. ANY AND ALL SUBSTITUTIONS TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
5. LOCATE PLANTS AWAY FROM SPRINKLER HEADS, LIGHT FIXTURES AND OTHER OBSTRUCTIONS.
6. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
7. PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO WALK CONFIGURATIONS THAT DIFFER FROM THESE PLANS, OR BECAUSE OF GRADE LIMITATIONS ON SITE.
8. WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT.
9. REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
10. TREES SHALL BE PLANTED A MINIMUM OF 10'-0" FROM STREET LIGHTS/SEEPAGE BEDS/IDAHO POWER APPURTENANCES/ FIRE HYDRANTS, 6'-0' FROM EDGE OF UNDERGROUND PIPELINES AND A MINIMUM OF 4'-0" FROM WALKS, CURBS AND WALLS. SHRUBS SHALL BE PLANTED A MINIMUM OF 2'-0" FROM CURB AND WALKS.
11. ALL SPECIMEN TREES, SHRUBS AND GROUNDCOVER SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
12. THE CONTRACTOR SHALL INSTALL 'SHAWTOWN ROOT BARRIER PANELS' (OR APPROVED EQUAL) AT ALL TREES WITHIN 7'-0" FEET OF HARDSCAPE ELEMENTS INCLUDING (BUT NOT LIMITED TO) SIDEWALKS, ASPHALT, CONCRETE SLABS / FOOTINGS AND STRUCTURES. CONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS OF PROPOSED ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION, IF APPLICABLE.
13. ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO CONTENT REQUIREMENTS AS SPECIFIED IN PART 2 OF THE PLANTING SPECIFICATIONS. AGRONOMY TEST SUBMITTALS ARE REQUIRED FOR ALL MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
14. ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION.
15. THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION AND 90 DAY MAINTENANCE AFTER SUBSTANTIAL COMPLETION PRIOR TO TURNOVER TO HOME OWNER'S ASSOCIATION (HOA).
16. PLANT MATERIAL MARKED 'SALVAGE' SHALL BE SELECTED FROM ON-SITE SALVAGE INVENTORY. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
17. ALL PLANTER BEDS SHALL BE TREATED WITH PRE-EMERGENT AS PER MANUFACTURER'S INSTRUCTIONS. RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
18. ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.

GRADING GENERAL NOTES:

1. CONTRACTOR SHALL GRADE TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. REVIEW ENGINEERS PLAN FOR DRAINAGE.
2. FINISH GRADING SHALL BE BY THE DIRECTION OF THE LANDSCAPE ARCHITECT.
3. LANDSCAPE ARCHITECT SHALL APPROVE GRADING PRIOR TO PLANTING.
4. GRADING FOR THIS PROJECT INCLUDES THE FOLLOWING:
   A) FINE GRADING OF EXISTING ROUGH GRADES IS REQUIRED TO PROVIDE SMOOTH, EVEN GRADE TRANSITION IN LANDSCAPE AREA.
   B) IMPORTING AND PLACING 'OFF-SITE 3/8" MINUS TOPSOIL' IN THE FOLLOWING AREAS:
      i) TURF, AND ANNUAL AREAS (6" DEPTH).
      ii) PLANT BACKFILL (CAN BE SCREENED ON-SITE SOIL).
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY CALICHE ENCOUNTERED ON SITE AT NO ADDITIONAL COST TO THE OWNER. THE OWNER AND CONTRACTOR SHALL COORDINATE A SUITABLE LOCATION ON SITE TO DISPOSE OF THE CALICHE MATERIAL. SHOULD A SUITABLE LOCATION ON SITE NOT EXIST, THE OWNER SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH REMOVAL AND DISPOSAL OF THE CALICHE.
6. FINISH GRADE OF ALL PLANTING AREAS IS TO BE 1.5" BELOW ADJACENT PAVING UNLESS NOTED OTHERWISE.
7. REFERENCE CIVIL ENGINEERING DRAWINGS FOR GRADING AND DRAINAGE FLOWS. THE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED FOR AND NOT IMPAIRED WITH OBSTRUCTIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR GRADING ALL AREAS AT THE DIRECTION OF THE LANDSCAPE ARCHITECT TO CREATE A NATURALLY UNDULATING GROUND PLANE.

HARDSCAPE GENERAL NOTES:

1. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
2. REFER TO CIVIL PLANS PREPARED BY MASON STANFIELD AND JUB ENGINEERS, INC. FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROLS.
3. ALL DETAILS SHALL BE REVIEWED BY A STRUCTURAL ENGINEER AND MODIFIED (IF NECESSARY) PRIOR TO CONSTRUCTION.
4. ALL DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE CIVIL PLAN SUBMITTED BY CIVIL ENGINEER. SHOULD DISCREPANCIES OCCUR, FIELD REVISIONS SHALL BE REQUIRED.
5. THE CONTRACTOR SHALL HAVE SIDEWALK SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT , OR OWNER'S REPRESENTATIVE, PRIOR TO INSTALLATION.
6. IN ADDITION TO SUBMITTING MATERIAL SAMPLES OF ALL SITE RELATED MATERIALS, THE CONTRACTOR SHALL PREPARE A 4'X4' SAMPLE PANEL FOR EACH TYPE OF CONSTRUCTION, I.E., A) CONCRETE PAVERS, B) EXPOSED AGGREGATE PAVING, C) INTEGRAL COLORED CONCRETE, ETC., FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO FINAL CONSTRUCTION.
7. UNLESS NOTED OTHERWISE ON CONSTRUCTION DOCUMENTS OR NOTED IN DETAILS, SIDEWALKS SHALL BE 5'-0" WIDE (VARIES), 4" THICK, 3,000 PSI CONCRETE ON COMPACTED BASE WITH CONSTRUCTION JOINTS AT 5'-0" (VARIES) ON CENTER AND EXPANSION JOINTS AT 20'-0" (VARIES) ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROOM, NON-SKID FINISH WITH 1/2" RADIUS TOOLED EDGES.
8. RADIUS AT SIDEWALK INTERSECTIONS SHALL BE 5'-0" (TYPICAL), UNLESS NOTED OTHERWISE.
9. THE CONTRACTOR SHALL LAYOUT AND VERIFY ALL HARDSCAPE ELEMENTS PRIOR TO CONSTRUCTION FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE. SHOULD DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE BEFORE PROCEEDING FURTHER.

MATERIAL SCHEDULE:

	DESCRIPTION	SUPPLIER	MODEL / SIZE	COLOR/FINISH	COMMENTS
1.1	CONCRETE SIDEWALK				
		CONTRACTOR		UNCOLORED, MEDIUM BROOM FINISH	PER KUNA, IDAHO STANDARDS
1.2	SPADE EDGE				
	-LIMIT OF TURF	CONTRACTOR			
3.1	PLANTING AREA				
	-MULCH	CONTRACTOR	MULCH	COLOR: PREMIUM BLEND	
3.2	TURF AREA				
	-SOD	CONTRACTOR	SODDED FESCUE		
5.1	NEIGHBORHOOD SIDEWALK				
					PER JUB ENGINEER'S PLANS
5.2	EXISTING GOLF COURSE				
5.3	STREET LIGHT				
					PER JUB ENGINEER'S PLANS
5.4	HANDICAP RAMP				
					PER JUB ENGINEER'S PLANS

GENERAL NOTES:

1. THESE CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. IT IS THE GOAL OF THE DOCUMENTS THAT THE WORK IS TO BE COMPLETED WITHOUT CHANGE ORDERS. ALL QUANTITIES SHOWN IN THE DOCUMENTS ARE ESTIMATES ONLY AND ARE NOT GUARANTEED; THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER TO FULFILL THE INTENT OF THE DESIGN DRAWINGS.
2. INTERPRETATION OF THE PLANS AND SPECIFICATIONS SHALL BE MADE BY THE "AUTHOR" OR "ARCHITECT/ENGINEER-OF-RECORD" OF THE RESPECTIVE DOCUMENT AND SHALL BE CONSIDERED FINAL. ANY POSSIBLE AMBIGUITY SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE "ARCHITECT/ENGINEER-OF-RECORD" PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE "ARCHITECT/ENGINEER-OF-RECORD" AS THE CORRECT AND FINAL INTERPRETATION.
3. ANY INCIDENTAL INSTALLATION PROCEDURE, MATERIAL OR EQUIPMENT, NOT MENTIONED IN THESE CONSTRUCTION DOCUMENTS, THE SPECIFICATIONS NOR SHOWN ON THE PLANS, WHICH MAY BE NECESSARY FOR COMPLETION AND SATISFACTORY OPERATION OF THE DESIGN SYSTEM SHALL BE FURNISHED AND INSTALLED (AS BASED ON INDUSTRY STANDARDS) AS THOUGH SHOWN OR PROVIDED FOR.
4. EXISTING CONDITIONS AND BASE INFORMATION ARE BASED ON PLANS PREPARED BY: MASON STANFIELD AND JUB ENGINEERS, INC. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD A CONFLICT ARISE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
6. FOR UNDERGROUND UTILITY COORDINATION AND 48 HOURS PRIOR TO START OF CONSTRUCTION (DEPENDING ON AREA OR JURISDICTION), THE CONTRACTOR SHALL CONTACT:
   A) UTILITY DIG LINE SERVICE OF IDAHO 1-800-342-1585
   B) UNDERGROUND SERVICES ALERT (USA) 1-800-227-2600
   C) OVERHEAD UTILITIES
7. THESE NOTES ARE TO BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO THE WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND THE CHANGE ORDERS AS ASSOCIATED WITH THESE CONSTRUCTION DOCUMENTS.
8. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THESE CONSTRUCTION DOCUMENTS OR SHOULD THERE BE ANY DISCREPANCIES, HE SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING FURTHER.
9. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS AND PER GOVERNING CODES AND/OR ORDINANCES.
10. THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION.
11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPORT TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS PRIOR TO THE START OF WORK.
12. BEFORE WORK BEGINS ON THE PROJECT, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
13. THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL APPROVE ANY OR ALL CHANGES PRIOR TO THE START OF WORK.
14. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS.
15. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND/OR FEDERAL LAWS AND/OR REGULATIONS PERTAINING TO THE PROJECT.
16. THE CONTRACTOR SHALL PROPERLY COORDINATE HIS WORK WITH OTHER CONTRACTOR'S WORK PRIOR TO INSTALLATION.
17. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGHOUT CONSTRUCTION.
18. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR, CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE OCCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED, AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
19. MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.

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STATE OF IDAHO
BRENT GREEY
LA - 16653
LICENSED LANDSCAPE ARCHITECT
Expires 09/31/21

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

revisions:

project #: MTC075
scale: NTS
issued for: REVIEW
drawn by: TEAM
date: 05.04.2021
drawing: General Notes

sheet #
L0.1
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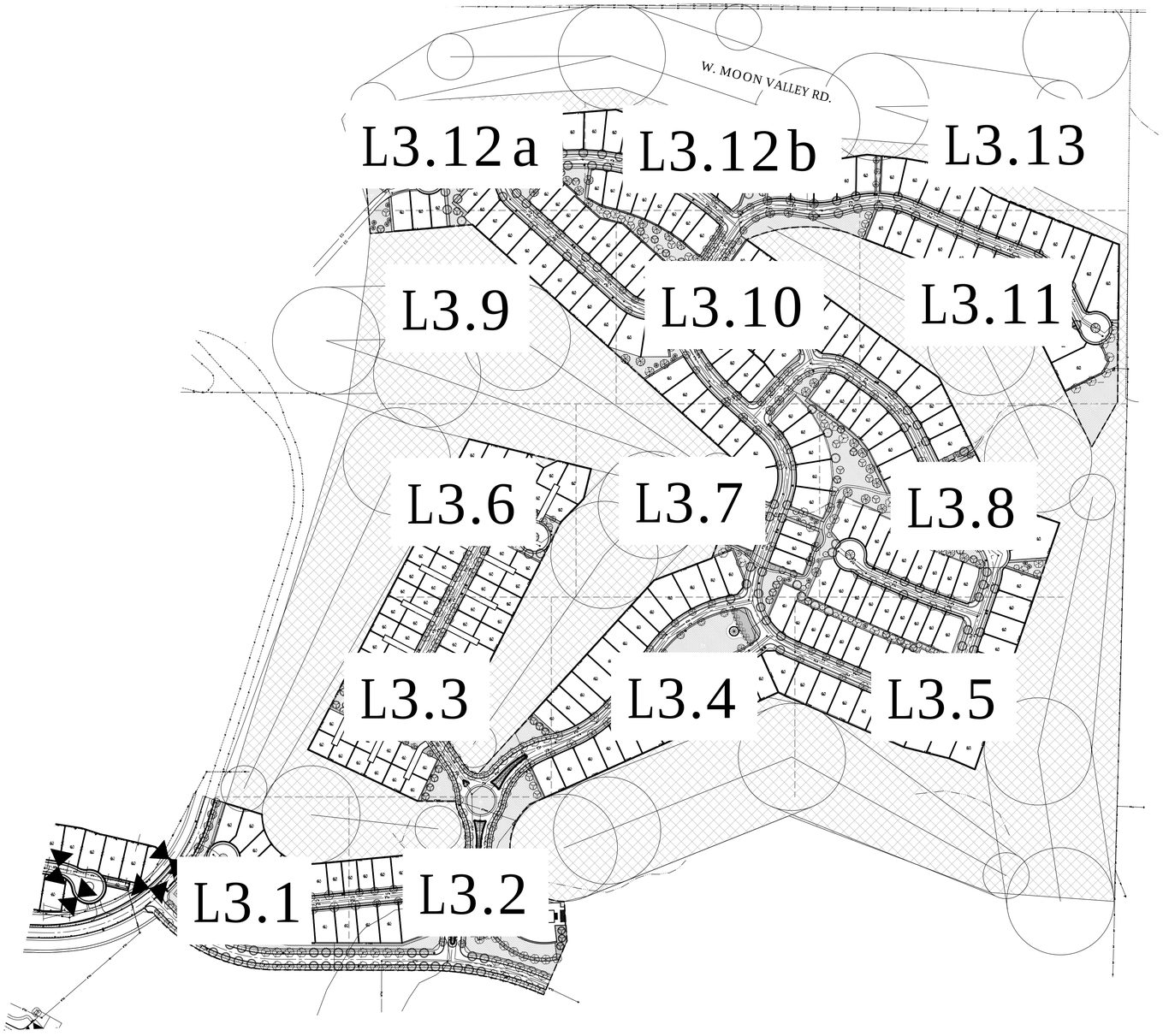

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size
Class I Trees		
	Cercis canadensis Eastern Redbud	2" Cal.
	Cornus florida 'Cloud Nine' Cloud Nine Dogwood	2" Cal.
	Prunus cerasifera 'Newport' Newport Purple Leaf Plum	2" Cal.
	Pyrus calleryana 'Chanticleer' Chanticleer Pear	2" Cal.
Class II Trees		
	Acer plantanoides 'Crismon King' Crismon King Maple	3" Cal.
	Acer truncatum 'Pacific Sunset' Pacific Sunset Maple	3" Cal.
	Acer truncatum x plantanoides 'Keithform' Norwegian Sunset Maple	3" Cal.
	Ginko biloba 'Autumn Gold' Autumn Gold Ginko	3" Cal.
	Tilia x mongolica 'Harvest Gold' Harvest Gold Linden	3" Cal.
Conifer Trees		
	Cedrus deodara 'Karl Fuchs' Karl Fuchs Himalayan Cedar	8' HT. B&B
	Picea abies Norway Spruce	8' HT. B&B
	Pinus flexilis 'Vanderwolf's' Vanderwolfs' Pine	8' HT. B&B
	Pinus nigra Austrian Pine	8' Ht. B&B
	Pinus sylvestris Scotch Pine	8' HT. B&B
Shrubs		
	Berberis thunbergii 'Gentry' Dwarf Red Leaf Barberry	5 gal.
	Buddleja davidii 'Black Knight' Black Knight Butterfly Bush	5 gal.
	Buxus microphylla var. koreana x Buxus sempervirens Green Gem Boxwood	5 gal.
	Caryopteris × clandonensis 'Dark Knight' Dark Knight Bluebeard	5 gal.
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 gal.
	Euonymus alatus 'Compactus' Dwarf Burning Bush	5 Gal.
	Euonymus kiautschovicus 'Manhattan' Manhatten Euonymus	5 Gal.
	Euonymus japonicus 'Silver King' Silver King Euonymus	5 Gal.
	Perovskia atriplicifolia Russian Sage	5 gal.
	Photinia fraseri Fraser's Photinia	5 gal.
	Physocarpus opulifolius Summer Wine Ninebark	5 gal.
	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal.
	Prunus x cistena Cistena Plum	5 gal.
	Rosa 'Nearly Wild' Nearly Wild Rose	5 gal.
	Rosa x 'Noalesa' Flower Carpet Yellow Rose	5 gal.
	Rosa x 'Noare' Flower Carpet Red Rose	5 gal.
	Rosa x 'Pink Supreme' Flower Carpet Pink Supreme Rose	5 gal.
	Spiraea x bumalda 'Goldflame' Gold Flame Spirea	5 gal.
	Viburnum opulus 'Roseum' Common Snowball Viburnum	5 gal.
Groundcovers		
	Arctostaphylos uva-ursi Kinnikinnick	3 gal.
	Cerastium tomentosum Snow in Summer	3 gal.
	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac	3 gal.
	Taxus cuspidata 'Monloo' Emerald Spreader® Japanese Yew	3 gal.
	Teucrium chamaedrys 'Prostratum' Prostrate Germander	3 gal.
Perennials		
	Lavandula angustifolia 'Munstead' Munstead Lavender	3 gal.
	Echinacea purpurea 'Magnus' 'Magnus' Purple Coneflower	5 gal.
	Hemerocallis 'Happy Returns' Daylily Happy Returns	5 gal.
	Phlox subulata 'Emerald Blue' Emerald Blue Creeping Phlox	3 gal.
	Rudbeckia fulgida var. sullivantii 'Goldsturm' Goldsturm Black Eyed Susan	5 gal.
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	3 gal.
Grasses		
	Calamagrostis x acutiflora 'Overdam' Overdam Feather Reed Grass	5 gal.
	Helictotrichon sempervirens Blue Oat grass	5 gal.
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Fountain Grass	5 gal.
	Schizachyrium scoparium 'The Blues' The Blues Little Bluestem	5 gal.

MASS PLANTING

Sym.	Description
	LAWN: SOD -FESCUE

INERTS

Sym.	Description
	LIMIT OF TURF
	BARK MULCH, PREMIUM BLEND

NOTE: All trees, shrubs, groundcover, perennials are drawn to scale at full maturity.

GOLF VILLAGES SUBDIVISION - LANDSCAPE SHEET LAYOUT

0' 200' 400' 600'

Scale: 1" = 200'-0"

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STATE OF IDAHO
RUSSELL GREEY
LA - 16653
Expires: 09/31/15
LICENSED LANDSCAPE ARCHITECT

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

revisions:

project #: *MTC075*
scale: *As Shown*
issued for: *REVIEW*
drawn by: *TEAM*
date: *05.04.2021*
drawing: *Overall Landscape Plan*

sheet #
L3.0
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MASS PLANTING

Sym.	Description
	LAWN: SOD -FESCUE

INERTS

Sym.	Description
	LIMIT OF TURF
	BARK MULCH, PREMIUM BLEND

NOTE: All trees, shrubs, groundcover, perennials are drawn to scale at full maturity.

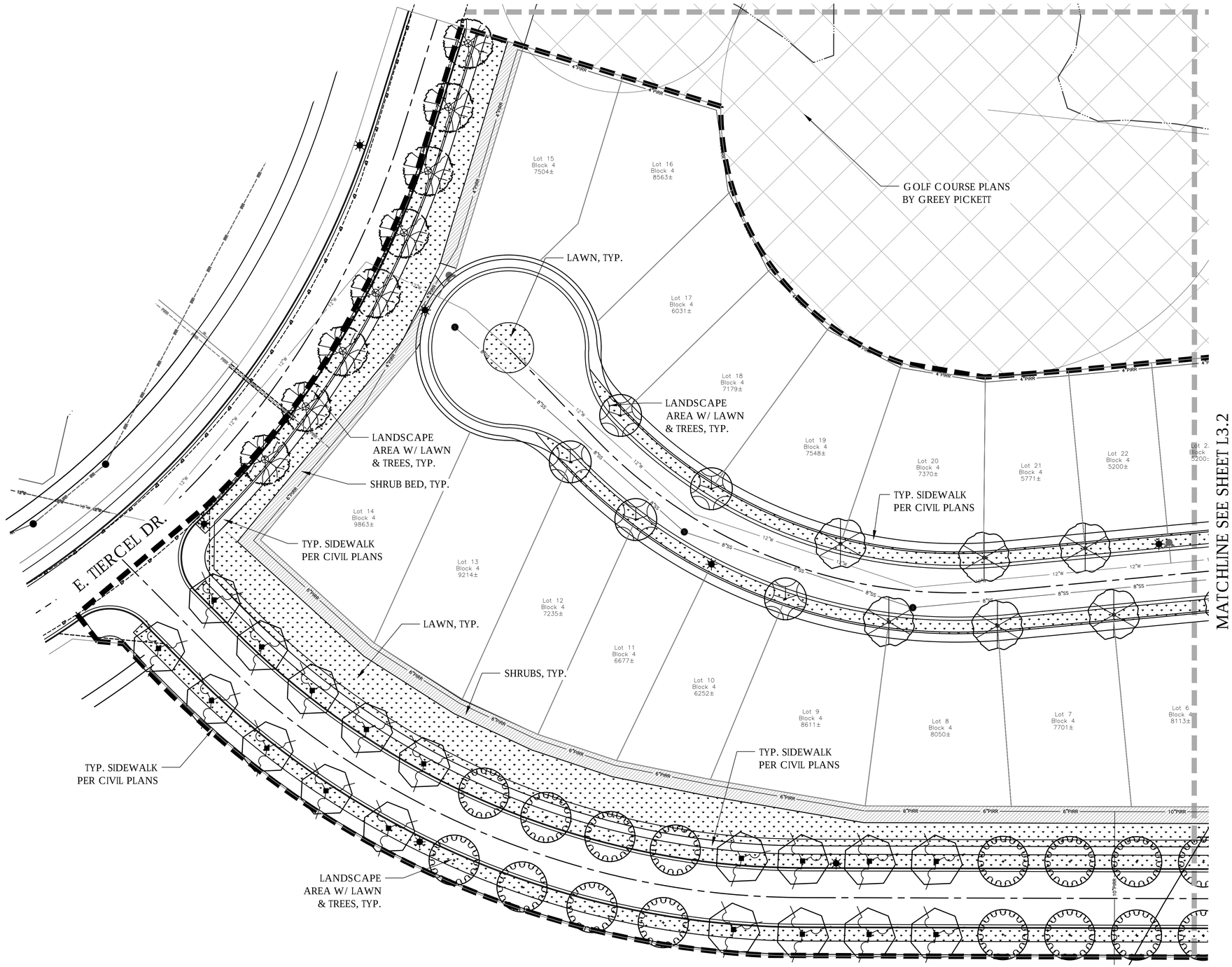
PLANT MATERIALS LEGEND

Sym.	Plant Name	Size
Grasses		
	Calamagrostis x acutiflora 'Overdam' Overdam Feather Reed Grass	5 gal.
	Helictotrichon sempervirens Blue Oat grass	5 gal.
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Fountain Grass	5 gal.
	Schizachyrium scoparium 'The Blues' The Blues Little Bluestem	5 gal.

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty.	Rema
Class I Trees				
	Cercis canadensis Eastern Redbud	2" Cal.	8	Standc
	Cornus florida 'Cloud Nine' Cloud Nine Dogwood	2" Cal.	31	Standc
	Prunus cerasifera 'Newport' Newport Purple Leaf Plum	2" Cal.	3	Standc
	Pyrus calleryana 'Chanticleer' Chanticleer Pear	2" Cal.	13	Standc
Class II Trees				
	Acer plantanoides 'Crismon King' Crismon King Maple	3" Cal.	69	Standc
	Acer truncatum 'Pacific Sunset' Pacific Sunset Maple	3" Cal.	149	Standc
	Acer truncatum x plantanoides 'Keithform' Norwegian Sunset Maple	3" Cal.	74	Standc
	Ginko biloba 'Autumn Gold' Autumn Gold Ginko	3" Cal.	167	Standc
	Tilia x mongolica 'Harvest Gold' Harvest Gold Linden	3" Cal.	81	Standc
Conifer Trees				
	Cedrus deodara 'Karl Fuchs' Karl Fuchs Himalayan Cedar	8' HT. B&B	21	
	Picea abies Norway Spruce	8' HT. B&B	61	
	Pinus flexilis 'Vanderwolf's" Vanderwolfs' Pine	8' HT. B&B	24	
	Pinus nigra Austrian Pine	8' Ht. B&B	25	
	Pinus sylvestris Scotch Pine	8' HT. B&B	2	
Shrubs				
	Berberis thunbergii 'Gentry' Dwarf Red Leaf Barberry	5 gal.		
	Buddleja davidii 'Black Knight' Black Knight Butterfly Bush	5 gal.		
	Buxus microphylla var. koreana x Buxus sempervirens Green Gem Boxwood	5 gal.		
	Caryopteris × clandonensis 'Dark Knight' Dark Knight Bluebeard	5 gal.		
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 gal.		
	Euonymus alatus 'Compactus' Dwarf Burning Bush	5 Gal.		
	Euonymus kiautschovicus 'Manhattan' Manhatten Euonymus	5 Gal.		
	Euonymus japonicus 'Silver King' Silver King Euonymus	5 Gal.		
	Perovskia atriplicifolia Russian Sage	5 gal.		
	Photinia fraseri Fraser's Photinia	5 gal.		
	Physocarpus opulifolius Summer Wine Ninebark	5 gal.		
	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal.		
	Prunus x cistena Cistena Plum	5 gal.		
	Rosa 'Nearly Wild' Nearly Wild Rose	5 gal.		
	Rosa x 'Noalesa' Flower Carpet Yellow Rose	5 gal.		
	Rosa x 'Noare' Flower Carpet Red Rose	5 gal.		
	Rosa x 'Pink Supreme' Flower Carpet Pink Supreme Rose	5 gal.		
	Spiraea x bumalda 'Goldflame' Gold Flame Spirea	5 gal.		
	Viburnum opulus 'Roseum' Common Snowball Viburnum	5 gal.		
Groundcovers				
	Arctostaphylos uva-ursi Kinnikinnick	3 gal.		
	Cerastium tomentosum Snow in Summer	3 gal.		
	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac	3 gal.		
	Taxus cuspidata 'Monloo' Emerald Spreader® Japanese Yew	3 gal.		
	Teucrium chamaedrys 'Prostratum' Prostrate Germander	3 gal.		
Perennials				
	Lavandula angustifolia 'Munstead' Munstead Lavender	3 gal.		
	Echinacea purpurea 'Magnus' 'Magnus' Purple Coneflower	5 gal.		
	Hemerocallis 'Happy Returns' Dayilly Happy Returns	5 gal.		
	Phlox subulata 'Emerald Blue' Emerald Blue Creeping Phlox	3 gal.		
	Rudbeckia fulgida var. sullivantii 'Goldsturm' Goldsturm Black Eyed Susan	5 gal.		
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	3 gal.		

MATCHLINE SEE SHEET L3.3



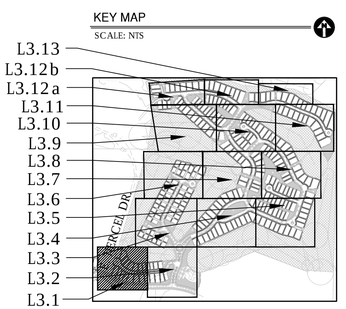
MATCHLINE SEE SHEET L3.2

PLANTING PLAN - L3.1

Scale: 1" = 30'-0"

KEY MAP

SCALE: NTS



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STATE OF IDAHO
SCOTT GREEY
LA - 16653
Expires 09/31/21
LICENSED LANDSCAPE ARCHITECT

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

revisions:

project #: *MTC075*
scale: *As Shown*
issued for: *REVIEW*
drawn by: *TEAM*
date: *05.04.2021*
drawing: *Planting Plan*

sheet #
L3.1
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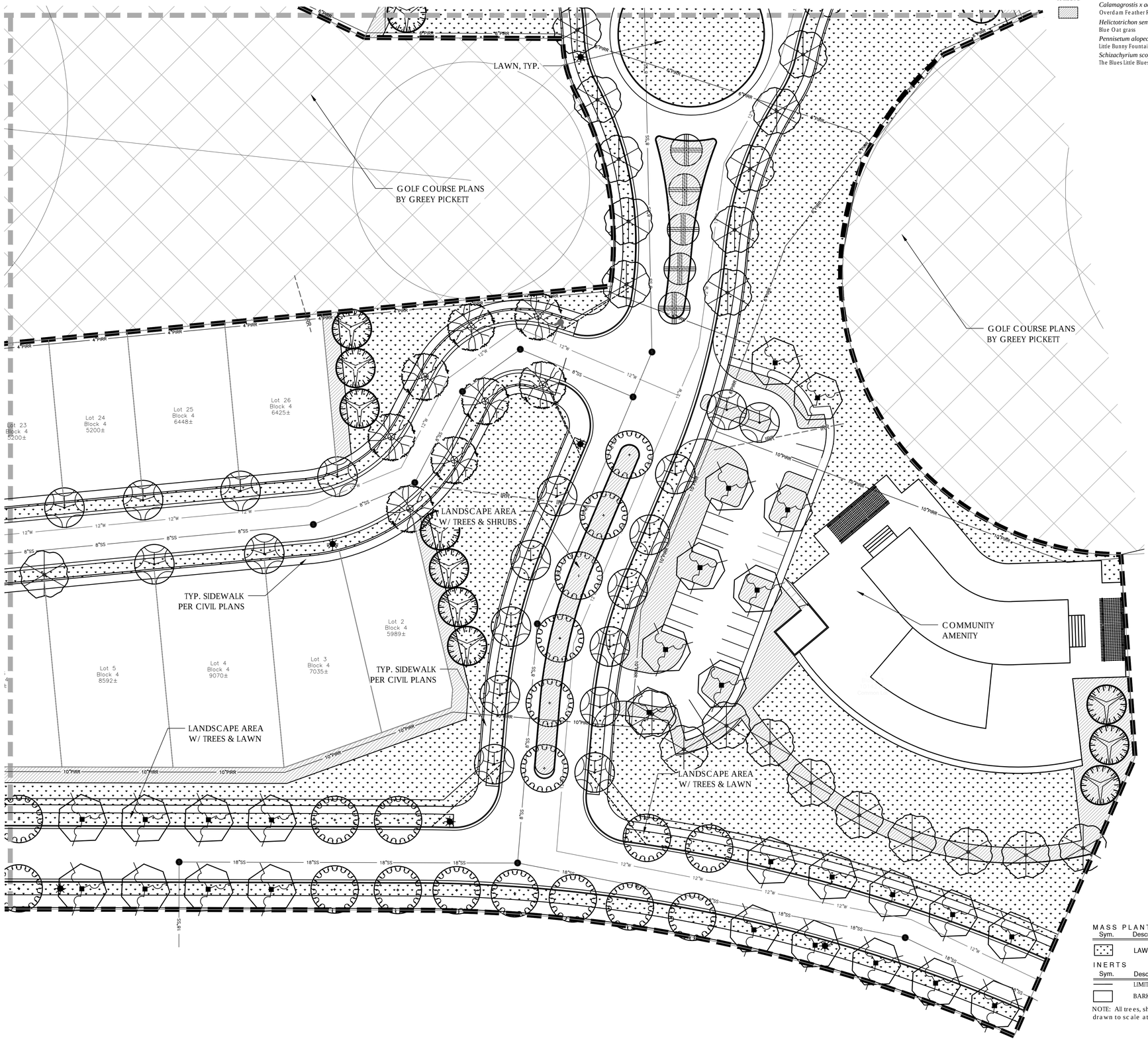
MATCHLINE SEE SHEET L3.4

MATCHLINE SEE SHEET L3.1



PLANT MATERIALS LEGEND

Sym.	Plant Name	Size
Grasses		
	Calamagrostis x acutiflora 'Overdam' Overdam Feather Reed Grass	5 gal.
	Helictotrichon sempervirens Blue Oat grass	5 gal.
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Fountain Grass	5 gal.
	Schizachyrium scoparium 'The Blues' The Blues Little Bluestem	5 gal.

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size
Class I Trees		
	Cercis canadensis Eastern Redbud	2" Cal.
	Cornus florida 'Cloud Nine' Cloud Nine Dogwood	2" Cal.
	Prunus cerasifera 'Newport' Newport Purple Leaf Plum	2" Cal.
	Pyrus calleryana 'Chanticleer' Chanticleer Pear	2" Cal.
Class II Trees		
	Acer plantanoides 'Crismon King' Crismon King Maple	3" Cal.
	Acer truncatum 'Pacific Sunset' Pacific Sunset Maple	3" Cal.
	Acer truncatum x plantanoides 'Keithform' Norwegian Sunset Maple	3" Cal.
	Ginko biloba 'Autumn Gold' Autumn Gold Ginko	3" Cal.
	Tilia x mongolica 'Harvest Gold' Harvest Gold Linden	3" Cal.
Conifer Trees		
	Cedrus deodara 'Karl Fuchs' Karl Fuchs Himalayan Cedar	8' HT. B&B
	Picea abies Norway Spruce	8' HT. B&B
	Pinus flexilis 'Vanderwolf's" Vanderwolfs Pine	8' HT. B&B
	Pinus nigra Austrian Pine	8' Ht. B&B
	Pinus sylvestris Scotch Pine	8' HT. B&B
Shrubs		
	Berberis thunbergii 'Gentry' Dwarf Red Leaf Barberry	5 gal.
	Buddleja davidii 'Black Knight' Black Knight Butterfly Bush	5 gal.
	Buxus microphylla var. koreana x Buxus sempervirens Green Gem Boxwood	5 gal.
	Caryopteris × clandonensis 'Dark Knight' Dark Knight Bluebeard	5 gal.
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 gal.
	Euonymus alatus 'Compactus' Dwarf Burning Bush	5 Gal.
	Euonymus kiautschovicus 'Manhattan' Manhatten Euonymus	5 Gal.
	Euonymus japonicus 'Silver King' Silver King Euonymus	5 Gal.
	Perovskia atriplicifolia Russian Sage	5 gal.
	Photinia fraseri Fraser's Photinia	5 gal.
	Physocarpus opulifolius Summer Wine Ninebark	5 gal.
	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal.
	Prunus x cistena Cistena Plum	5 gal.
	Rosa 'Nearly Wild' Nearly Wild Rose	5 gal.
	Rosa x 'Noalesa' Flower Carpet Yellow Rose	5 gal.
	Rosa x 'Noare' Flower Carpet Red Rose	5 gal.
	Rosa x 'Pink Supreme' Flower Carpet Pink Supreme Rose	5 gal.
	Spiraea x bumalda 'Goldflame' Gold Flame Spirea	5 gal.
	Viburnum opulus 'Roseum' Common Snowball Viburnum	5 gal.
Groundcovers		
	Arctostaphylos uva-ursi Kinnikinnick	3 gal.
	Cerastium tomentosum Snow in Summer	3 gal.
	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac	3 gal.
	Taxus cuspidata 'Monloo' Emerald Spreader® Japanese Yew	3 gal.
	Teucrium chamaedrys 'Prostratum' Prostrate Germander	3 gal.
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	Echinacea purpurea 'Magnus' 'Magnus' Purple Coneflower	5 gal.
	Hemerocallis 'Happy Returns' Daylily Happy Returns	5 gal.
	Phlox subulata 'Emerald Blue' Emerald Blue Creeping Phlox	3 gal.
	Rudbeckia fulgida var. sullivantii 'Goldsturm' Goldsturm Black Eyed Susan	5 gal.
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	3 gal.

MASS PLANTING

Sym.	Description
	LAWN: SOD -FESCUE

INERTS

Sym.	Description
	LIMIT OF TURF
	BARK MULCH, PREMIUM BLEND

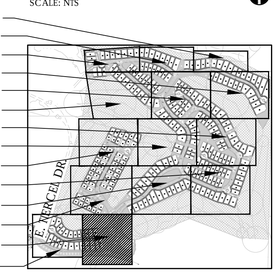
NOTE: All trees, shrubs, groundcover, perennials are drawn to scale at full maturity.

0' 30' 60' 90'

Scale: 1" = 30'-0"

KEY MAP

SCALE: NTS



PLANTING PLAN - L3.2

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STATE OF IDAHO
DANIEL GREEY
LICENSED LANDSCAPE ARCHITECT
LA - 16653
Expires: 06/31/13

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

revisions:

project #: MTC075
scale: As Shown
issued for: REVIEW
drawn by: TEAM
date: 05.04.2021
drawing: Planting Plan

sheet #
L3.2
05 of 18

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MATCHLINE SEE SHEET L3.6

REFER TO SHEET L3.0
FOR PLANT
MATERIAL LEGEND

TYP. SIDEWALK
PER CIVIL PLANS

TYP. LANDSCAPE
AREA WITH TREES
& SHRUBS

GOLF COURSE

TYP. LANDSCAPE
AREA WITH
TREE & LAWN

TYP. LAWN AREA

TYP. LANDSCAPE
AREA WITH
TREES & LAWN

TYP. SIDEWALK
PER CIVIL PLANS

TYP. LANDSCAPE
AREA SHRUBS

TYP. LAWN AREA

TYP. SIDEWALK
PER CIVIL PLANS

MATCHLINE SEE SHEET L3.1

MATCHLINE SEE SHEET L3.2

MATCHLINE SEE SHEET L3.4

PLANTING PLAN - L3.3

Scale: 1" = 30'-0"

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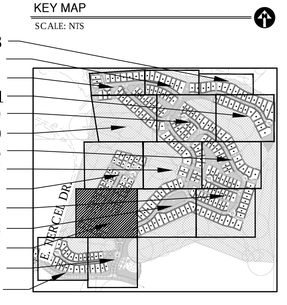
STATE OF IDAHO
DANIEL GREEY
LA - 16653
Expires: 06/31/13
LICENSED LANDSCAPE ARCHITECT

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

KEY MAP
SCALE: NTS



revisions:

project #: MTC075
scale: As Shown
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date: 05.04.2021
drawing: Planting Plan

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MATCHLINE SEE SHEET L3.7

MATCHLINE SEE SHEET L3.3

MATCHLINE SEE SHEET L3.5

MATCHLINE SEE SHEET L3.2

GOLF COURSE

GOLF COURSE

TYP. LANDSCAPE AREA WITH TREES & SHRUBS

TYP. LANDSCAPE AREA WITH TREES & SHRUBS

TYP. RAMADA

TYP. LAWN AREA

TYP. LANDSCAPE AREA WITH TREES & SHRUBS

TYP. SIDEWALK PER CIVIL PLANS

TYP. LANDSCAPE AREA WITH TREE & LAWN

TYP. LANDSCAPE AREA WITH TREES & LAWN

Lot 1 Block 6 8561±
Lot 2 Block 2 11363±
Lot 3 Block 2 8662±
Lot 4 Block 2 9347±
Lot 5 Block 2 11282±
Lot 6 Block 2 10776±
Lot 7 Block 2 10223±
Lot 8 Block 2 8264±
Lot 9 Block 2 9068±
Lot 3 Block 3 8478±
Lot 4 Block 3 8543±
Lot 5 Block 3 7632±
Lot 6 Block 3 8789±
Lot 7 Block 3 12853±
Lot 8 Block 3 11544±
Lot 9 Block 3 9829±
Lot 10 Block 3 8060±
Lot 11 Block 3 8060±
Lot 12 Block 3 9750±
Lot 13 Block 3 8181±
Lot 14 Block 3 9850±

REFER TO SHEET L3.0 FOR PLANT MATERIAL LEGEND

PLANTING PLAN - L3.4

Scale: 1" = 30'-0"

KEY MAP
SCALE: NTS

L3.13
L3.12b
L3.12a
L3.11
L3.10
L3.9
L3.8
L3.7
L3.6
L3.5
L3.4
L3.3
L3.2
L3.1

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scottsdale, arizona 85251
480.609.0009 p 480.609.0008f

STATE OF IDAHO
BRENT GREEY
LA - 16653
Expires:06/31/21
LICENSED LANDSCAPE ARCHITECT

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

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date: *05.04.2021*
drawing: *Planting Plan*

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L3.4
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MATCHLINE SEE SHEET L3.7

MATCHLINE SEE SHEET L3.8

REFER TO SHEET L3.0 FOR PLANT MATERIAL LEGEND

MATCHLINE SEE SHEET L3.4

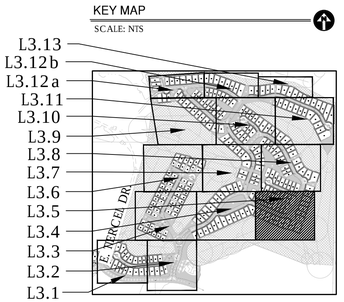
PLANTING PLAN - L3.5

0' 30' 60' 90'

Scale: 1" = 30'-0"

KEY MAP

SCALE: NTS



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DANIEL GREEY
LA - 16653
Expires: 06/31/13
LICENSED LANDSCAPE ARCHITECT

FALCON CREST GOLF VILLAGES SUBDIVISION

Preliminary Plat - Landscape Plans

KUNA, IDAHO

revisions:

project #: *MTC075*

scale: *As Shown*

issued for: *REVIEW*

drawn by: *TEAM*

date: *05.04.2021*

drawing: *Planting Plan*

sheet #

L3.5

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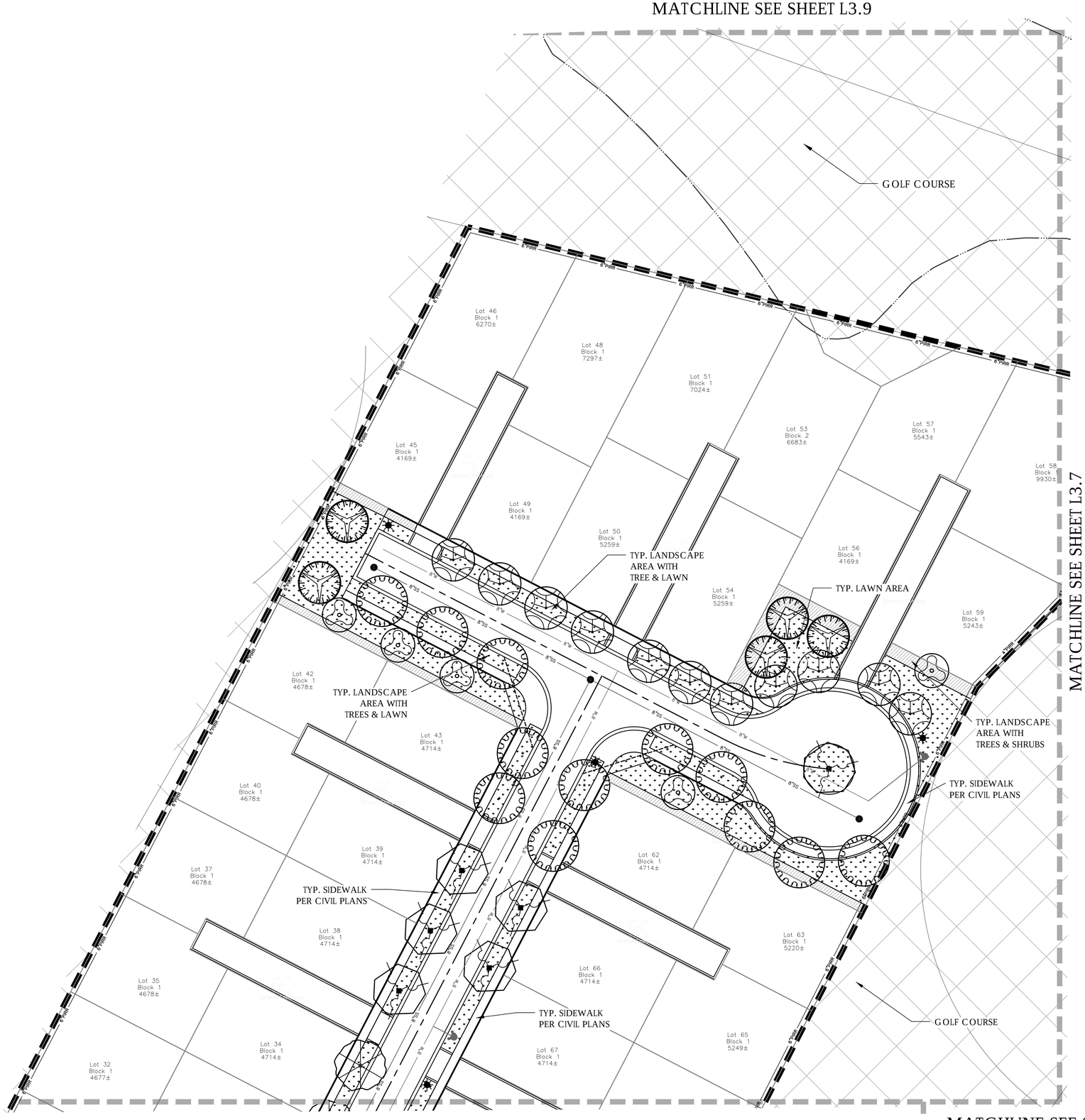
MATCHLINE SEE SHEET L3.9



MATCHLINE SEE SHEET L3.7

MATCHLINE SEE SHEET L3.3

MATCHLINE SEE SHEET L3.4

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size
Grasses		
	Calamagrostis x acutiflora 'Overdam' Overdam Feather Reed Grass	5 gal.
	Helictotrichon sempervirens Blue Oat grass	5 gal.
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Fountain Grass	5 gal.
	Schizachyrium scoparium 'The Blues' The Blues Little Bluestem	5 gal.

MASS PLANTING

Sym.	Description
	LAWN: SOD -FESCUE

INERTS

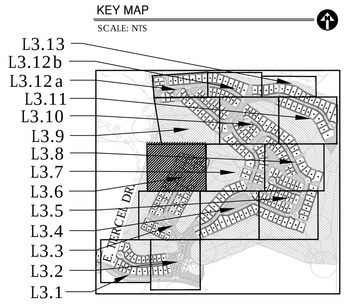
Sym.	Description
	LIMIT OF TURF
	BARK MULCH, PREMIUM BLEND

NOTE: All trees, shrubs, groundcover, perennials are drawn to scale at full maturity.

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty.	Rema
Class I Trees				
	Cercis canadensis Eastern Redbud	2" Cal.	8	Standc
	Cornus florida 'Cloud Nine' Cloud Nine Dogwood	2" Cal.	31	Standc
	Prunus cerasifera 'Newport' Newport Purple Leaf Plum	2" Cal.	3	Standc
	Pyrus calleryana 'Chanticleer' Chanticleer Pear	2" Cal.	13	Standc
Class II Trees				
	Acer plantanoides 'Crismon King' Crismon King Maple	3" Cal.	69	Standc
	Acer truncatum 'Pacific Sunset' Pacific Sunset Maple	3" Cal.	149	Standc
	Acer truncatum x plantanoides 'Keithform' Norwegian Sunset Maple	3" Cal.	74	Standc
	Ginko biloba 'Autumn Gold' Autumn Gold Ginko	3" Cal.	167	Standc
	Tilia x mongolica 'Harvest Gold' Harvest Gold Linden	3" Cal.	81	Standc
Conifer Trees				
	Cedrus deodara 'Karl Fuchs' Karl Fuchs Himalayan Cedar	8' HT. B&B	21	
	Picea abies Norway Spruce	8' HT. B&B	61	
	Pinus flexilis 'Vanderwolf's" Vanderwolfs Pine	8' HT. B&B	24	
	Pinus nigra Austrian Pine	8' Ht. B&B	25	
	Pinus sylvestris Scotch Pine	8' HT. B&B	2	
Shrubs				
	Berberis thunbergii 'Gentry' Dwarf Red Leaf Barberry	5 gal.		
	Buddleja davidii 'Black Knight' Black Knight Butterfly Bush	5 gal.		
	Buxus microphylla var. koreana x Buxus sempervirens Green Gem Boxwood	5 gal.		
	Caryopteris × clandonensis 'Dark Knight' Dark Knight Bluebeard	5 gal.		
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 gal.		
	Euonymus alatus 'Compactus' Dwarf Burning Bush	5 Gal.		
	Euonymus kiautschovicus 'Manhattan' Manhatten Euonymus	5 Gal.		
	Euonymus japonicus 'Silver King' Silver King Euonymus	5 Gal.		
	Perovskia atriplicifolia Russian Sage	5 gal.		
	Photinia fraseri Fraser's Photinia	5 gal.		
	Physocarpus opulifolius Summer Wine Ninebark	5 gal.		
	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal.		
	Prunus x cistena Cistena Plum	5 gal.		
	Rosa 'Nearly Wild' Nearly Wild Rose	5 gal.		
	Rosa x 'Noalesa' Flower Carpet Yellow Rose	5 gal.		
	Rosa x 'Noare' Flower Carpet Red Rose	5 gal.		
	Rosa x 'Pink Supreme' Flower Carpet Pink Supreme Rose	5 gal.		
	Spiraea x bumalda 'Goldflame' Gold Flame Spirea	5 gal.		
	Viburnum opulus 'Roseum' Common Snowball Viburnum	5 gal.		
Groundcovers				
	Arctostaphylos uva-ursi Kinnikinnick	3 gal.		
	Cerastium tomentosum Snow in Summer	3 gal.		
	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac	3 gal.		
	Taxus cuspidata 'Monloo' Emerald Spreader® Japanese Yew	3 gal.		
	Teucrium chamaedrys 'Prostratum' Prostrate Germander	3 gal.		
Perennials				
	Lavandula angustifolia 'Munstead' Munstead Lavender	3 gal.		
	Echinacea purpurea 'Magnus' 'Magnus' Purple Coneflower	5 gal.		
	Hemerocallis 'Happy Returns' Daylily Happy Returns	5 gal.		
	Phlox subulata 'Emerald Blue' Emerald Blue Creeping Phlox	3 gal.		
	Rudbeckia fulgida var. sullivantii 'Goldsturm' Goldsturm Black Eyed Susan	5 gal.		
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	3 gal.		

KEY MAP
SCALE: NTS



PLANTING PLAN - L3.6

0' 30' 60' 90'
Scale: 1" = 30'-0"

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LA - 16653
Expires: 06/31/13

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

revisions:

project #: MTC075
scale: As Shown
issued for: REVIEW
drawn by: TEAM
date: 05.04.2021
drawing: Planting Plan

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L3.6
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MATCHLINE SEE SHEET L3.10

MATCHLINE SEE SHEET L3.11

REFER TO SHEET L3.0
FOR PLANT MATERIAL
LEGEND

MATCHLINE SEE SHEET L3.6

GOLF COURSE

GOLF COURSE

TYP. LAWN AREA

TYP. LANDSCAPE
AREA WITH
TREE & LAWN

TYP. SIDEWALK
PER CIVIL PLANS

TYP. LANDSCAPE
AREA WITH
TREES & SHRUBS

Lot 22 Block 2 8934±
Lot 21 Block 2 8489±
Lot 20 Block 2 7022±
Lot 19 Block 2 10929±
Lot 18 Block 2 11461±
Lot 16 Block 2 7440±
Lot 15 Block 2 7440±
Lot 13 Block 2 8213±
Lot 12 Block 2 8179±
Lot 11 Block 2 10323±
Lot 10 Block 2
Lot 41 Block 6 7050±
Lot 42 Block 6 8434±
Lot 43 Block 6 8560±
Lot 44 Block 6 10476±
Lot 45 Block 6 9650±
Lot 46 Block 6 6000±
Lot 47 Block 6 6000±
Lot 48 Block 6 6000±

MATCHLINE SEE SHEET L3.4

MATCHLINE SEE SHEET L3.8

MATCHLINE SEE
SHEET L3.5

PLANTING PLAN - L3.7

0' 30' 60' 90'
Scale: 1" = 30'-0"

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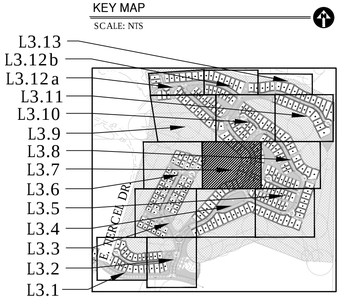
Preliminary Plat - Landscape Plans
KUNA, IDAHO

KEY MAP
SCALE: NTS



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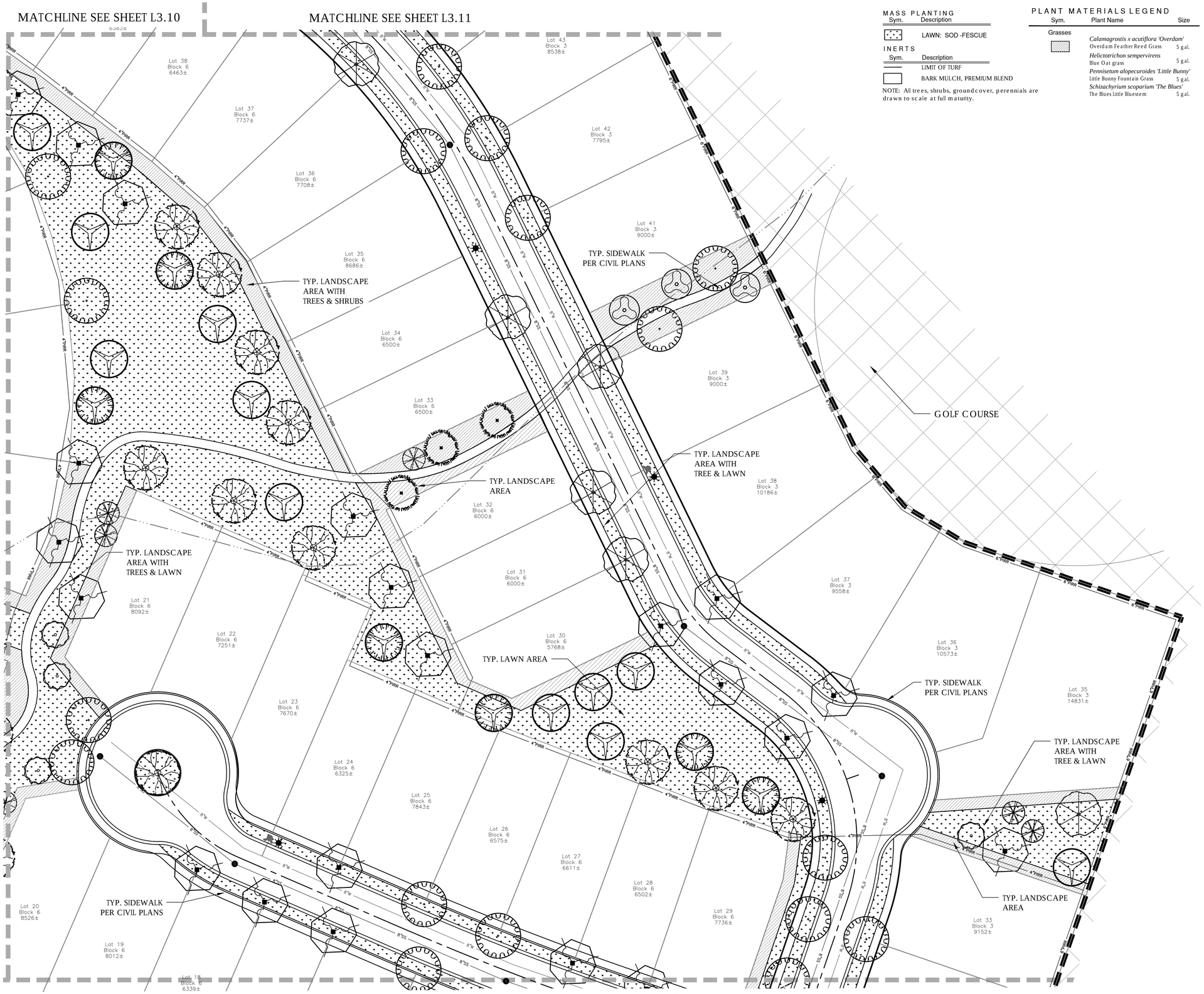

MASS PLANTING

Sym.	Description
	LAWN: SOD -FESCUE

INERTS

Sym.	Description
	LIMIT OF TURF
	BARK MULCH, PREMIUM BLEND

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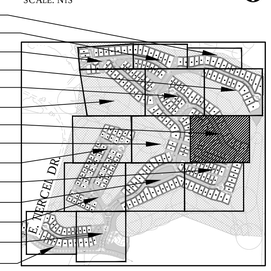
KEY MAP
SCALE: NTS



PLANTING PLAN - L3.8

0' 30' 60' 90'
Scale: 1" = 30'-0"

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FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

revisions:

project #: MTC075
scale: As Shown
issued for: REVIEW
drawn by: TEAM
date: 05.04.2021
drawing: Planting Plan

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L3.8
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MATCHLINE SEE SHEET L3.12

REFER TO SHEET L3.0
FOR PLANT MATERIAL
LEGEND

TYP. LAWN AREA

TYP. LANDSCAPE
AREA

TYP. SIDEWALK
PER CIVIL PLANS

TYP. LANDSCAPE
AREA WITH
TREE & LAWN

GOLF COURSE

Lot 41
Block 2
7586±

Lot 40
Block 2
7531±

Lot 35
Block 2
7494±

Lot 34
Block 2
9000±

Lot 33
Block 2
9000±

Lot 32
Block 2
9000±

Lot 31
Block 2
7440±

Lot 30
Block 2
7442±

Lot 29
Block 2
9008±

Lot 28
Block 2
10106±

Lot 9
Block 7
5650±

Lot 8
Block 7
7006±

Lot 7
Block 7
6340±

Lot 6
Block 7
7392±

MATCHLINE SEE SHEET L3.10

MATCHLINE SEE SHEET L3.6

MATCHLINE SEE
SHEET L3.7

PLANTING PLAN - L3.9

Scale: 1" = 30'-0"

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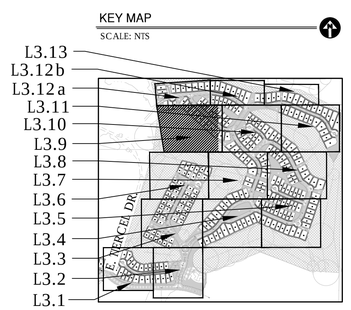
FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

KEY MAP
SCALE: NTS



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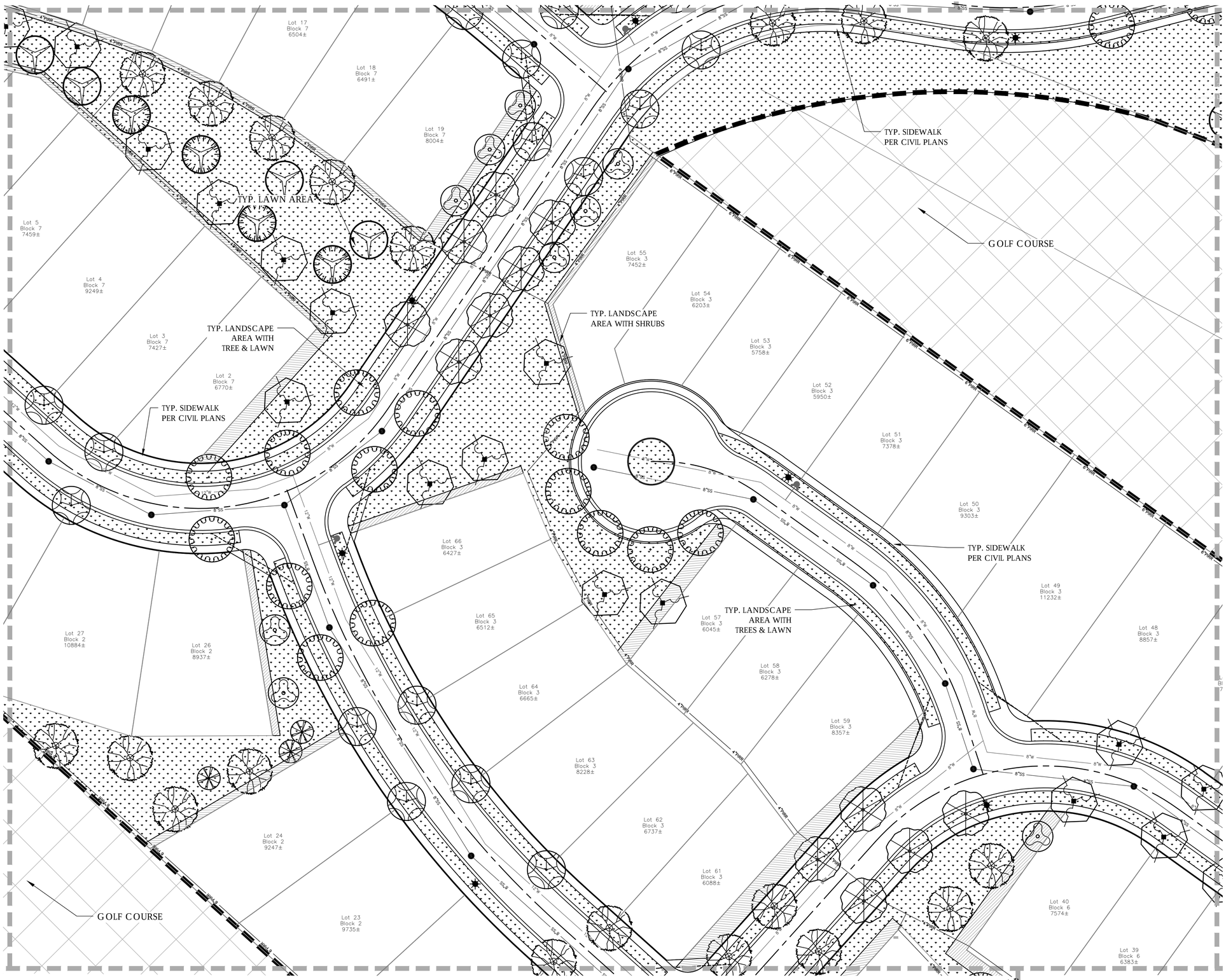
MATCHLINE SEE SHEET L3.12b

MATCHLINE SEE SHEET L3.13

REFER TO SHEET L3.0
FOR PLANT MATERIAL
LEGEND



MATCHLINE SEE SHEET L3.9

MATCHLINE SEE SHEET L3.11

MATCHLINE SEE SHEET L3.7

MATCHLINE SEE SHEET L3.8

PLANTING PLAN - L3.10

0' 30' 60' 90'

Scale: 1" = 30'-0"

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drawing: *Planting Plan*

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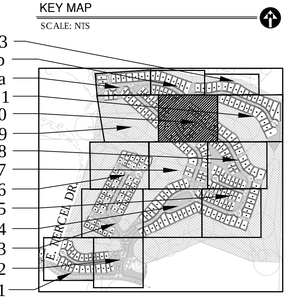
L3.10
13 of 18

KEY MAP
SCALE: NTS



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MATCHLINE SEE SHEET L3.13

MATCHLINE SEE SHEET L3.10

MATCHLINE SEE SHEET L3.8

TYP. LANDSCAPE AREA WITH TREES & SHRUBS

TYP. LAWN AREA

GOLF COURSE

TYP. LANDSCAPE AREA WITH TREES & LAWN

TYP. SIDEWALK PER CIVIL PLANS

TYP. LANDSCAPE AREA WITH TREE & LAWN

Lot 96 Block 2 7511±
Lot 95 Block 2 7949±
Lot 94 Block 2 9466±
Lot 93 Block 2 9247±
Lot 92 Block 2 9027±
Lot 91 Block 2 7378±
Lot 90 Block 2 7378±
Lot 89 Block 2 11654±
Lot 88 Block 2 12413±
Lot 87 Block 2 9487±
Lot 86 Block 2 9570±
Lot 85 Block 2 16448±
Lot 83 Block 2 15364±
Lot 82 Block 2 15993±
Lot 81 Block 2 9847±
Lot 80 Block 2 9722±
Lot 79 Block 2 8950±
Lot 78 Block 2 8925±
Lot 77 Block 2 7434±
8086±
Lot 47 Block 3 7591±
Lot 46 Block 3 9000±
Lot 45 Block 3 9633±
Lot 44 Block 3 10792±
Lot 43 Block 3

REFER TO SHEET L3.0 FOR PLANT MATERIAL LEGEND

PLANTING PLAN - L3.11

Scale: 1" = 30'-0"

KEY MAP
SCALE: NTS

L3.13
L3.12b
L3.12a
L3.11
L3.10
L3.9
L3.8
L3.7
L3.6
L3.5
L3.4
L3.3
L3.2
L3.1

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L3.11
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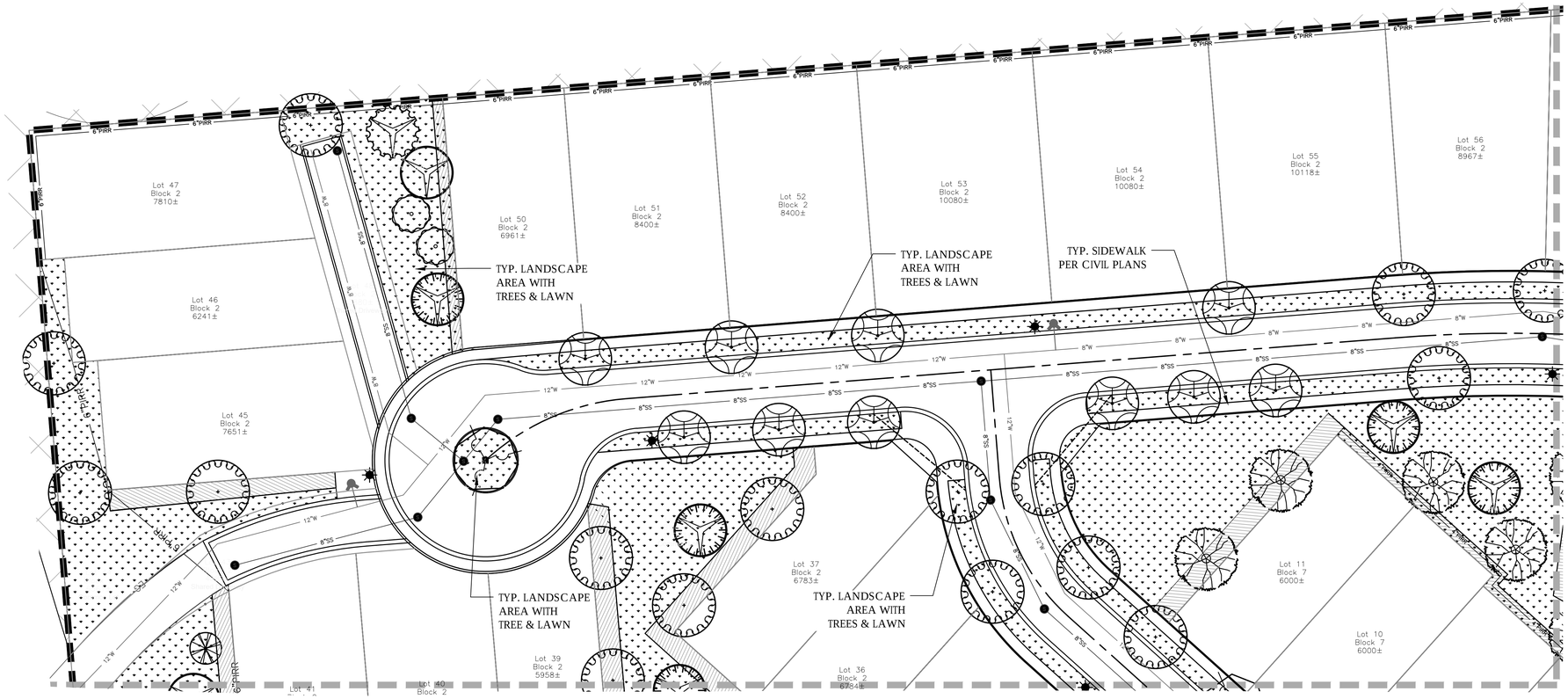
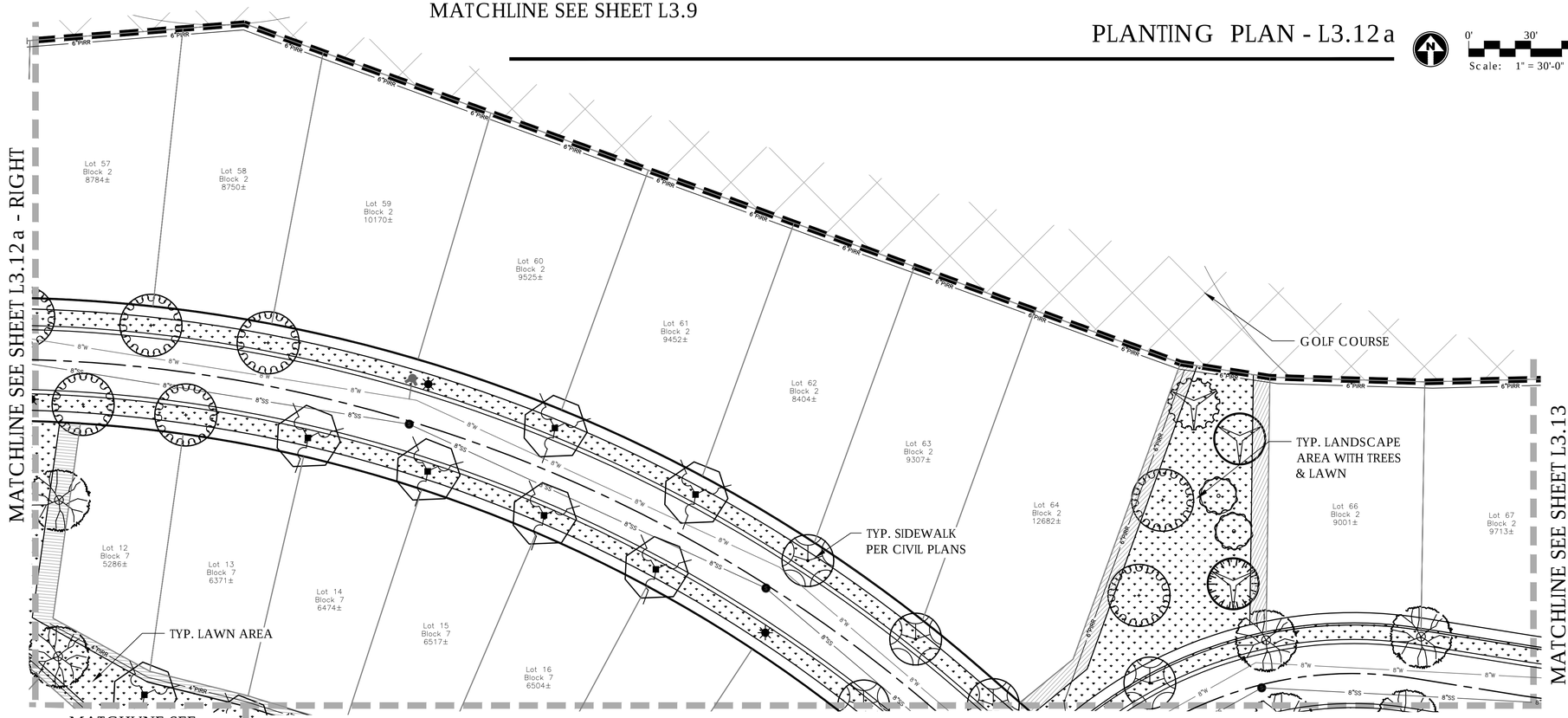
REFER TO SHEET L3.0
FOR PLANT MATERIAL
LEGEND



PLANTING PLAN - L3.12a

Scale: 1" = 30'-0"



PLANTING PLAN - L3.12b

Scale: 1" = 30'-0"

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KEY MAP
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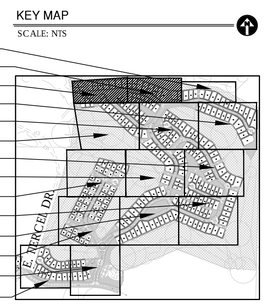

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REFER TO SHEET L3.0
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LEGEND

PLANTING PLAN - L3.13

Scale: 1" = 30'-0"

KEY MAP
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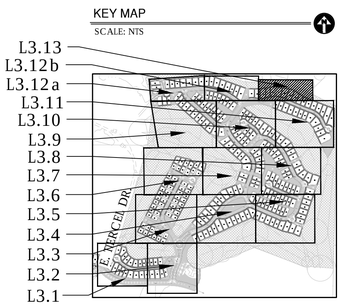

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480.609.0009p 480.609.0006f

STATE OF IDAHO
DANIEL GREEY
LA - 16653
LICENSED LANDSCAPE ARCHITECT
Expires 09/21/21

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

revisions:

project #:
MTC075
scale:
As Shown
issued for:
REVIEW
drawn by:
TEAM
date:
05.04.2021
drawing:
Planting Plan

sheet #
L3.13
16 of 18

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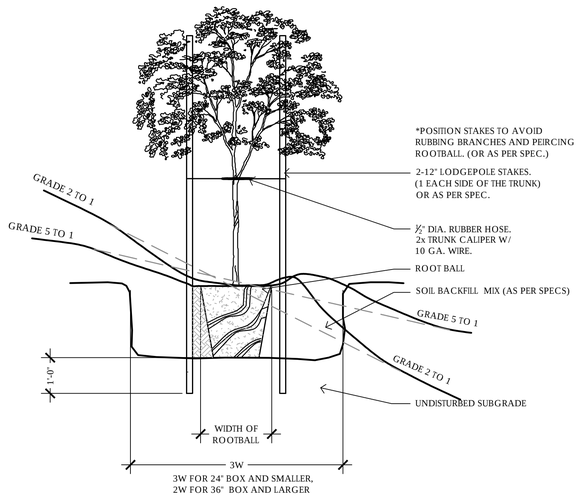
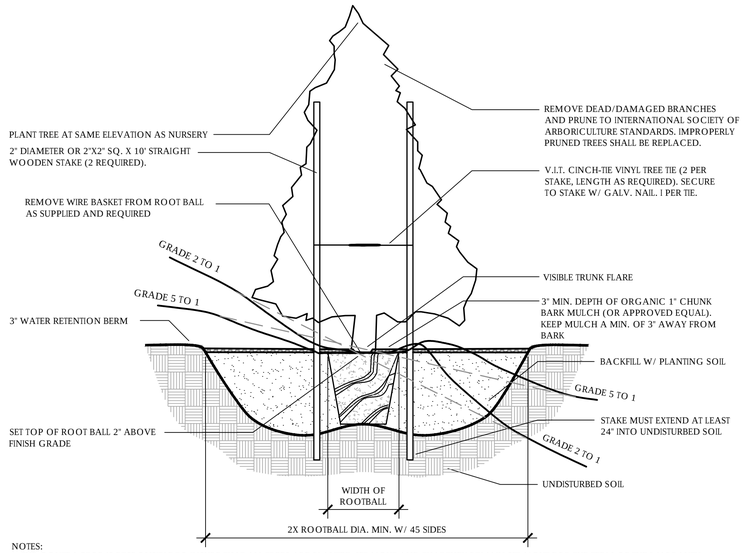


1.3 Tree Planting on Slope Detail

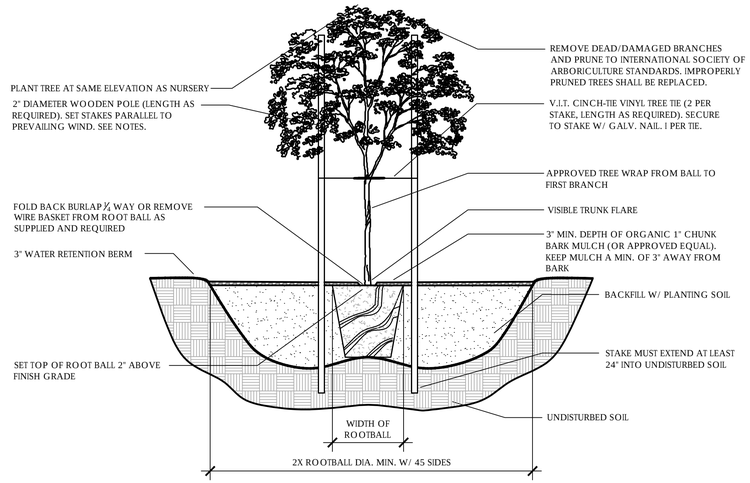
Scale: N.T.S.



NOTES:
1. THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR THE TERM OF THE WARRANTY
2. WRAP RUBBER CINCH-TIE (OR APPROVED EQUAL) AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR THE FIGURE EIGHT METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT MOVEMENT.
3. WATER IN BACKFILL BELOW THE ROOT BALL PRIOR TO SETTING TREE (TO INSURE NO SETTLING WILL OCCUR).
4. DEEP SOAK TREE TWICE WITHIN THE FIRST 48 HOURS.

1.2 Evergreen Tree Planting Detail

Scale: N.T.S.



NOTES:
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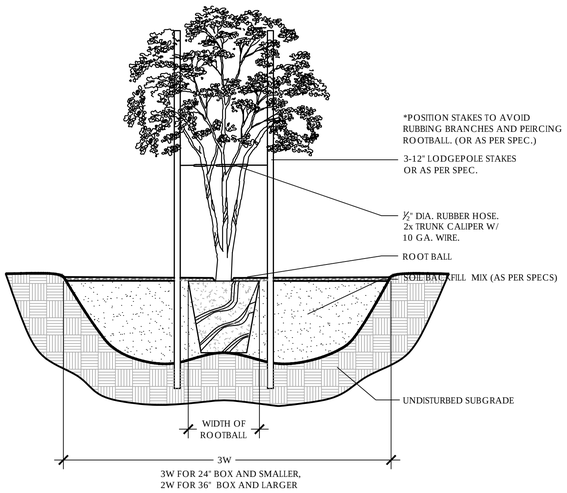
4. DEEP SOAK TREE TWICE WITHIN THE FIRST 48 HOURS.

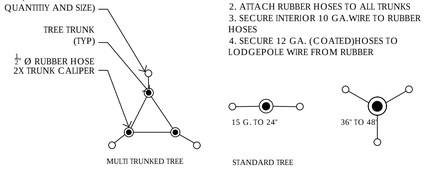
1.1 Deciduous Tree Planting Detail

Scale: N.T.S.



1.4 Tree Staking Detail

Scale: N.T.S.



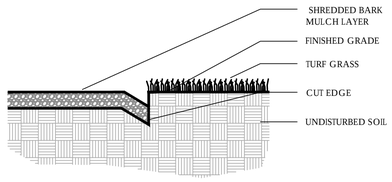
LODGEPOLE SIZING CHART

15 GAL TO 24" BOX MATERIAL	2- 2" X 10'-0" LODGEPOLE STAKES
36" BOX AND 48" BOX	3- 3" X 12'-0" LODGEPOLE STAKES

*NOTE: STAKES MAY BE TRIMMED AS NECESSARY

1.7 Tree Staking Diagram

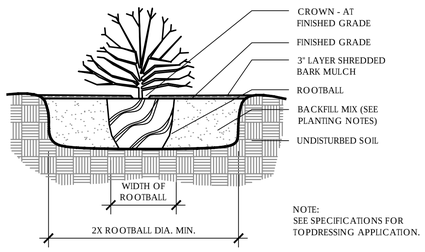
Scale: NTS



ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL HAVE A SHOVEL EDGE TO PROVIDE A DISTINCT SEPARATION BETWEEN LANDSCAPE TYPES.

1.6 Cut Edge Detail

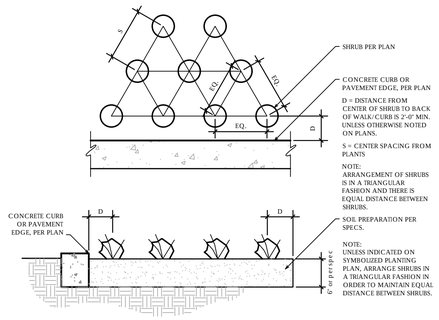
Scale: N.T.S.



NOTE:
SEE SPECIFICATIONS FOR TOPDRESSING APPLICATION.

1.5 Shrub Planting Detail

Scale: N.T.S.



1.8 PLANT SPACING DETAIL

Scale: 1/4" = 1'-0"

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STATE OF IDAHO
DANIEL GREEY
LA - 16653
Expires 06/31/13
LICENSED LANDSCAPE ARCHITECT

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

revisions:

project #: MTC075
scale: NTS
issued for: REVIEW
drawn by: TEAM
date: 05.04.2021
drawing: Planting/Site Details

sheet #

L7.1
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SECTION - 02900 LANDSCAPE

PART 1 - GENERAL

1.01 WORK INCLUDED

*Landscape finish grading.

* Soil preparation

*Tree supports

*Planting

*Watering

*Maintenance

Definitions:
Owner's representative - an authorized agent determined by owner to act on their behalf, in some cases the Landscape Architect may be the owner representative as outlined in these specs.
Plants - all shrubs other than trees and turf.
Plant Material - all trees, shrubs, ground cover, grasses, and other plants.

1.02 RELATED WORK

Contractor: Minimum 5 years experience in supply and installation of landscape materials. A Foreman with a minimum of 5 years experience in related work shall be on site at all times.

1.03 SOURCE QUALITY CONTROL

Provide certificates of inspection for all materials as required by law or regulation.

Package standard materials with manufacturers certified analysis. Provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Chemists for all other material.

Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, undamaged, vigorous stock grown under climatic conditions similar to conditions at project site and free of disease, insects, eggs, larvae and defects such as sun-scald, knots, injuries, abrasions or disfigurements. Provide trees and shrubs of the sizes indicated. Trees and shrubs of sizes larger than those indicated may be used provided roots, root ball, staking and planting pits are increased proportionately.

1.04 REFERENCE STANDARDS

ANSI 60.1 - American Standards for Nursery Stock.

1.05 SAMPLES

Submit the following material samples to Owner's Representative a minimum of 48 hours prior to start of work.

a. Topsoil for backfill mix (trees and shrubs).
b. Wood Shavings/Mulch.
c. Tree supports.
d. Reserved
e. Boulders.

The Owner's Representative reserves the right to take and analyze samples of materials for conformity to Specification at any time. Furnish samples upon request by Owner's Representative. Rejected materials shall be immediately removed from the site and replaced at the contractors additional expense.

Submit samples of decomposed granite for approval of graduation and color. Sample shall be representative of variations within size and color to be provided.

1.06 PRODUCT DATA

Submit to Owner's Representative a minimum of 48 hours prior to start of work manufacturers comprehensive product description, including specifications and installation instructions.

1.07 CERTIFICATES AND TEST REPORTS

Provide and pay for all materials testing. Testing agency shall be acceptable to the Landscape Architect. Submit to Owner's Representative a minimum of 48 hours prior to start of work 2 copies of certificates of inspection as required by governmental authorities, and manufacturers' vendors certified analysis for soil amendments, fertilizer materials, and chemicals. Submit other data substantiation that materials comply with specified requirements. Certificates are required to determine the quality and quantity of all specified soil amendments.

Materials certification to be submitted include, but are not limited to: Topsoil source and nutrient analysis, mulch, fertilizers/soil amendments/chemicals. Test representative material samples proposed for use. Provide the following data:

a. Topsoil and planting backfill.
b. Soil PH.
c. Particle size, percentage soil texture.
d. Percentage organic material.
e. Percolation rate.
f. Nutrient level analysis.
g. All macro, secondary and micro nutrient salinity.
h. ESP.
i. Free lime.

Recommendations on type and quantity of amendments required to bring levels into acceptable ranges as detailed in Part 2 - Products of Materials of these specifications.

Separate recommendations to be submitted for each crop. Crop to be identified as:
a. Irrigated trees and shrubs.
b. Turf.

1.08 MAINTENANCE DATA

Submit to Owner's Representative 2 copies of typewritten instructions, prior to expiration of the initial maintenance period, recommending procedures to be followed by the Owner for the maintenance of landscape work for one full year.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

Deliver packaged material in containers showing weight, analysis and identification of manufacturer. Protect materials from deterioration at all times.

Provide protective covers to plant life and trees during delivery. Do not prune trees prior to delivery. Do not bend-tie trees or shrubs in such a manner as to cause damage or destroy shape. Deliver materials after preparation for planting have been completed. Plant immediately. If planting is delayed for more than 6 hours after delivery, set plant material in shade, protect from weather and mechanical damage and keep roots moist.

Do not remove container grown stock including ground cover, from containers until planting time.

1.10 SITE CONDITIONS

Determine location of underground utilities. Execute work as required to prevent damage.

Maintain grade stakes set by others until directed otherwise.

Protect all existing plant life not scheduled for removal. If any plant material that is to remain is damaged, the Contractor, at his expense, will pay for a replacement plant of the same size and species (to be approved by Owner's Representative).

Protect existing utilities, paving and other facilities from damage during landscaping operation.

Coordinate with other contractors.

1.11 WARRANTY

Submit warranty to Owner's Representative. All plant material shall conform to the American Nurseryman Standards for type and size shown. Plants will be rejected if not in a sound and healthy condition.

Trees:
Warrant that trees will be alive and in good health for a period of 1 year after acceptance except for defects resulting from neglect by Owner, abuse or damage by others.

Owner must follow Contractors maintenance schedule and provide current maintenance log to Owner's Representative.

Remove and replace dead, unhealthy or girdled trees, that lose original form and size during warranty period with material equal to that specified. Replace any material which does not meet requirements within fifteen days of notification. All replacement trees shall be subject to an additional one year maintenance period.

Shrubs and Other Plantings:
Guarantee all other planting will be alive and in satisfactory condition for a period of 1 year from date of acceptance or will be replaced at no additional cost to the Owner. All plant material shall be maintained in a healthy, sturdy condition during the warranty period by the Contractor.

All replacement plants, including shrubs, groundcovers, grasses, vines and perennials shall be subject to an additional 1 year maintenance period.

PART 2 - PRODUCTS AND MATERIALS

2.01 FILL MATERIALS

Provide dry, loose material for fill, backfill, planting backfill and topsoil for planter beds. Frozen or muddy soils are not acceptable. Salts not to exceed 1500 ppm, and material shall be free of debris, noxious weeds, ingredients or objects detrimental to healthy plant growth. Topsoil: Screened, fertile, friable, from well drained arable land, free of nut grass, refuse, roots, heavy clay, noxious weeds or any material toxic to plant growth; contents as follows:

a. Silt: 20-45 %
b. Clay: 15-20 %
c. Sand: 30-60 %
d. Organic Material (natural or otherwise): 2 % minimum
e. pH: 7.0-8.3
f. Soluble salts: 1,500 ppm.
g. Nutrients: enough to bring levels up to acceptable plant growth.

Percolation rate shall be between 3 to 4 inches per hour.
Existing top soil may be used provided it meets these requirements.

2.02 COMMERCIAL GRADE FERTILIZERS

Agri-Sul, Dispersul - use only for sulfur
Agriculture grade gypsum

2.03 SOIL AMENDMENTS

Wood shavings: nitrogen stabilized fir or pine shavings containing 0.75% total nitrogen and 0.1 to 0.15% total iron, and under 60 ppm total manganese; composted, leached and aged for a minimum of 10 to 12 months; ph factor, 4.0 to 4.5. No soil amendments are required for salvaged plant material unless otherwise specified.

2.04 TREE SUPPORTS

Tree Stakes: 2" diameter or 2"x2" square x 10' straight wooden stake (2 required) for 15 gallon or larger tree. No tree stakes area required for salvaged plant material.

Tree Ties: Provide a minimum of two per tree: V.I.T. Cinch- tie vinyl tree tie (2 per stake, length as required). Secure to stake with galvanized nail. 1 per tree.

Anchors (Deadmen): 2 inch x 4 inch x 3 feet long; construction grade redwood.

Signals (Flags): For guy wires, 1/2 inch diameter, white or orange plastic tubing 5 feet long over each guy used.

2.05 HERBICIDES

Pre-emergent and contact Herbicides:

Fertilize all trees and shrubs with 'Agriform" planting tablets, 21 gram or approved equal. Quantity per manufacturer's recommendation.

2.06 PLANTING MATERIAL

Plant Material: Healthy, shapely and well rooted. Roots shall show no evidence of having been restricted or deformed at any time. All plants shall be representative of their normal species and variety. They shall have normally developed branch systems. Plants shall be free from disfiguring knots, sun scald injuries and abrasions of bark. Plants not meeting these requirements shall be considered defective and shall be replaced immediately. All plants shall be true to name and shall be tagged, one of each variety. All plant material shall be grown in nurseries inspected by the State Department of Agriculture unless otherwise approved by the Owner's Representative.

Provide "Specimen" plants with a special height, shape or character. Tag at the source of supply prior to notifying Landscape Architect for inspection. The Landscape Architect shall inspect selections at source of supply for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of proposed material for approval.

Plants may be inspected and approved at place of growth for compliance with specification requirements for quality, size, and variety. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.

2.07 TURF SOD

As noted on plans.

2.08 MULCH

All planting beds and tree wells in lawn areas (wells to be 3' in diameter) shall be covered with a minimum of 3" of small (1") bark chips. Submit sample for approval.

2.09 SEED MIXTURE

All lawn areas shall be seeded with 100% Turf Type Tall Fescue. Immediately after placement of sod, water to saturate sod and top 4" of topsoil, install and seed rate per manufacturer's recommendations.

2.10 TREE ROOT BARRIER

Tree root barriers shall be placed adjacent to all trees located in the landscape planter strip and planter islands per The City of Eagle and ACHD standard details. Install per City of Eagle standard detail and manufacturer's recommendations.

PART 3 - EXECUTION

3.01 GENERAL

Install in accordance with the methods, techniques and specifications of each representative manufacturer. If a conflict occurs between manufacturers and these specifications, consult with Owner's Representative for a decision.

Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

3.02 BACKFILL, IMPORTED FILL OR ARTIFICIAL SOIL AND GRAVEL

Inspect the integrity of all damp-proofing and water-proofing membranes which occur over, on or against any construction to be fully or partially concealed by earthwork prior to the placement of any imported soil, backfill, gravel fill or sub-base.

Planting back fill for trees and planting beds shall be 5 parts topsoil and 1 part Nu-Earth compost with straw. Stake all trees per details.

Correct defects prior to proceeding with the work.

3.03 TOPSOIL

All seeded lawn areas shall have 6" of topsoil and all planting beds shall have 12" of topsoil. Topsoil shall be a loose, sandy loam, clean and free of toxic materials, noxious weeds, wee seeds, rocks, grass, or other foreign material larger than 1" in any dimension, a pH from 5.5 to 7.0. Topsoil from site shall be used if meeting these standards. Place ½ Nu-Earth compost over all landscaped areas and rototill into top 4". Spread, compact, and fine grade topsoil to a smooth and uniform grade, 1" below surface of walks and curbs in areas to be sodded and 3" in planting bed areas.

Import additional topsoil only as required to bring planting areas up to finish grade. Spread and cultivate soil so that no settling takes place at any time.

3.04 LANDSCAPE FINE GRADING

Allow for the addition of soil amendments, conditioners and any specified top dressing when determining and executing finish grade.

Set finish grade 1-1/2 inches below adjacent paving, curb and headers for shrubs and ground cover beds and areas or as required for installation of mulch or turf sod.

At all planting areas, make entire area smooth and even to finish grade. Cultivate all areas so that there are no bumps or hollows, and the area drains as indicated. Grade and maintain all flow lines, designated or not, to allow free flow of surface water. Cultivate entire area to a depth of 6 inches minimum and remove all rock in excess of 1-1/2 inches diameter, all building rubble, building construction material, waste and any other material that will impair satisfactory growth.

3.05 MULCH

3.06 HERBICIDE APPLICATION

Apply pre-emergent herbicides in accordance with manufacturer's instructions.

Apply contact herbicides in accordance with manufacturer's recommendations. Prior to application, moisten areas for fourteen days to encourage weed germination and growth. Apply before weeds attain a height of 6 inches. Remove taller weeds manually.

Areas to be landscaped shall be maintained in a weed-free condition at all times during construction and maintenance period.

Do not apply pre-emergent herbicides at locations of revegetation seeding. The contractor shall manually remove invasive weeds within these areas.

3.07 TREE SUPPORT

Staked Trees: Stake trees as shown on the drawings within 48-hours of planting.

Tree supports shall be installed to prevent lodging, yet allow for trunk movement. Hoses that encircle trunks shall be large enough to allow for normal growth of the trunk during the first year without girdling.

3.08 TREES, SHRUBS, AND VINES

Layout locations with stakes or gypsum. Coordinate with Owner's Representative to assure appropriate location, prior to installation.

Test drainage of plant beds and pits by filling with water. Notify Owner's Representative of areas where water is retained more than 24 hours.

Where rock, underground construction or other detrimental conditions are encountered at plant pits, Owner's Representative may select alternate location.

Do not expose roots to air except during transplanting. Set up of plants at same level when planted as in the container. Cut plant containers on 2 sides without injuring root ball and carefully remove plant. Do not cut container with spade. Damaged plants will be rejected.

Dig pits with perpendicular sides to a minimum of 2 to 3 times the width (see details) of the root ball for containerized trees and shrubs. Dig pits only as deep as the root ball to prevent settling of the tree or shrub.

Place rootball of vines as close to structure or support system as possible. If rootball can't be placed closer than 12" notify Owner's Representative of situation for inspection and remedy.

Tie vines to trellis supports if applicable with green plant tape and remove any staking supplied with plant material.

Planting Mixture: One part wood shavings Two parts excavated soil amended to meet standards in Part 2.

Mix thoroughly outside the hole before start of backfilling.

3.09 BACKFILLING

Backfill plant pits and form shallow basin around the plant to hold enough water to saturate the root ball and backfill (only form basins if specified on detail). Water plants immediately after planting and allow backfill to settle in plant pit. Do not raise basin rim above surrounding grade.

Puddle planting mixture when pit is 2/3 full of plant mix. Continue back filling to within 1 inch of surrounding grade.

Finish grade to 2 inches below headers or concrete work.

Planting back fill for trees and planting beds shall be 5 parts topsoil and 1 part Nu-Earth compost with straw.

Treat all planting areas with a pre-emergent.

3.10 GROUND COVER

At time of transplanting, soil in flats shall be sufficient so as not to fall apart when lifting plants. Plant each plant with its proportionate amount of the flat soil in a manner that will ensure a minimum disturbance to the root structure.

Plant flat material sufficiently deep to cover all roots. Firmly tamp the earth around each plant to force out large air pockets.

3.11 TURF SOD

Soil Preparation: Provide soil with an organic matter content of 25-percent to 30-percent. Cultivate entire area to a depth of 6" minimum and remove all rock in excess of 1 1/2", all building rubble, building construction material waste and any other material that will impair satisfactory growth. This top 6" must meet the topsoil requirements noted in Section 2.01.

Soil Amendments: Prior to rototilling, apply gypsum at a rate of 100 lbs per 1,000 sf, phosphate at a rate of 2 lbs per 1,000 sf. , and soil sulfur at 5 lbs per 1,000 sf. Rototill into soil.

Install sod along the straightest edge of turf area. Stagger joints in a brick-like pattern. Avoid gaps and overlapping. Place sod diagonally across, to avoid sliding. Water sod at least every 30 min. during installation. Finish by watering lightly and roll in two directions w/sod roller.

3.12 WATERING

Water all plants immediately after planting with hose in planting hole until the roots are completely saturated from the bottom of the hole to the top of the ground to avoid drying out until the entire planted area is thoroughly watered and the soil soaked to the full depth of each plant hole. Water stream shall not cause damage to planting hole or plant. Keep exposed roots wet by means of moist sawdust, peat moss or burlap at all times during planting operation. Repeat watering as often as necessary to keep the ground moist but not soaked, well below the root system of the plants.

3.13 CLEAN UP

Keep all areas clean and orderly during and after execution of work. Burning of trash is not permitted.

3.14 ADJUSTMENT

Prune each tree and shrub to preserve the natural character of the plant per American Standards for Nursery stock, as published by the American Association of Nurserymen. Prune only as directed by Owner's Representative and Landscape Architect to remove deadwood, suckers, or broken or badly bruised branches. Replace all plants damaged by excessive pruning, planting operations or construction damage.

3.15 MAINTENANCE PERIOD

When the Owner's Representative and Landscape Architect determine the work to be substantially complete in accordance with the Conditions of the Contract, Contractor will be advised, in writing, that the maintenance period is to begin.

Landscape contractor shall be responsible for maintenance of landscaped areas for a period of 90 days. Maintenance includes watering, trimming, weeding and cultivating of beds.

Landscape contractor, in order to protect his guarantee, shall give typewritten to Owner, a complete maintenance instruction booklet on the care and feeding of the landscape.

Contractor shall request, in writing, a Final Inspection with Landscape Architect at the completion of the maintenance period. If the Owner's Representative determines the work is satisfactory, the maintenance period will end on the date of the Final Inspection. If the maintenance is unsatisfactory, the maintenance period will be extended, at the Contractors expense, until such time as all corrections are made and the work is inspected and approved by the Owner's Representative and Landscape Architect. Retention will not be released until Final Inspection is made and approval issued by the Owner's Representative.

3.16 FIELD QUALITY CONTROL

Notify Owner's Representative of the requirement for inspection at least 48 hours in advance. Inspections are required, but not limited to, the following:

- Inspection and acceptance of plant material prior to shipping.
- At completion of rough grade and boulder placement
- At completion of landscape finish grading and soil preparation, prior to planting.
- At installation of irrigation system, prior to backfilling trenches and planting.
- During installation of specimen trees, or other specimen plant material.
- After staking locations for plant holes, but prior to planting; for approval.
- During the planting process.
- During the placement and aiming of all light fixtures.
- At Substantial Completion of the Work.
- During warranty period to observe maintenance procedures.
- At final Completion of the Work.

SECTION - 02930 SEEDING

PART 4 - APPLICATION

4.01 MATERIALS

Materials shall reflect evidence of proper storage and handling. Any material with indications of improper storage or handling (water, heat, chemical damage and the like), will be removed from the site and replaced by the contractor. All material shall be fresh and delivered in unopened containers. Seed shall be of the latest seasons crop and conform to state and federal seed laws.

2.02 ACCESSORY MATERIALS

Fertilizer: Uniform in composition, granular, free flowing and suitable for application with approved equipment - guaranteed analysis, 16-20-0, ammonium phosphate, or equal at a rate of 300 lbs per acre.

70% Virgin Wood Cellulose Fiber, 30% Max. recycled cellulose fiber:

Specially prepared wood cellulose fiber processed to contain no growth or germination inhibiting factors - maximum moisture content, air dry weight, 12% plus or minus 3% at the time of manufacture; pH range, 4.5 to 6.5.

Ash content 0.8% - 0.3% max.

Charcoal: Gro-Safe agricultural grade powered activated charcoal at a rate of 100 lbs. per acre.

Tackifier: Organic psillium muciloid hydrophilic water soluble dry. Derived from Plantago ovata/insularis powder at 70% min. purity, containing no agents toxic to seed germination. Addition of fertilizer to the slurry mix shall not change the properties of the tackifier. When applied, tackifier shall form a transparent crust permeable by water and air.

Water: Free of substances harmful to seedling growth - water source to be approved by Owner's Representative prior to use.

PART 5 - EXECUTION

5.01 PREPARATION

Limit preparation to areas that will be immediately seeded. Do not disturb natural areas or newly planted trees or shrubs in seed areas. Where equipment can operate, loosen topsoil to a depth of 4 inches by ripping using scarifier teeth. Rip along the contour to prevent runoff and erosion. Use hand tools where equipment can not operate. Remove and dispose of all stones 4" or greater, sticks, roots, rubbish or other deleterious material. Repair erosion damage, grade and slope as directed prior to seeding.

Spread 300 lbs./acre fertilizer as specified.

Rough harrow to break up any large dirt clods.

Fine harrow to create suitable seed bed.

5.02 APPLICATION

Apply seed immediately upon completion of tillage operation.

Seeding work should commence as soon as possible after site has been prepared. It is desirable to seed into a loose, friable surface which has not been allowed to crust or erode. Any undesirable weak growth or competing vegetation should be removed prior to seeding operations.

Hydroseed all material evenly in one (1) application of a uniform slurry of water, hydrofiber (mulch), seed, tackifier, fertilizer, soil conditioner, and other specified materials. Material shall be sprayed on all designated areas with overlapping on the crests of tops of berms and cuts.

Seed indicated areas within contract limits and areas adjoining contract limits disturbed due to the seeding preparation process.

Use a hydroseeder with a gear type pump with continuous paddle agitation during application. Do not put seed into water until just before the start of seeding.

Apply seed, mulch, fertilizer and tackifier in a one step process:
Slurry mix of water, seed, 300 lbs./acre of fertilizer, 80 lbs./acre tackifier for slopes less than 3:1, 100 lbs./acre for slopes greater than 3:1 and 2000 lbs./acre of wood fiber for slopes greater than 3:1, 1800 lbs./acre for slopes less than 3:1.

5.03 ESTABLISHMENT

Provide protective devices as required to protect seeded areas from traffic for 30 days.

Repair and reseed areas damaged by erosion or poor germination.

5.04 INSPECTION

Seeding operations and areas are subject to inspection at any time during installation for compliance with specified materials and installation requirements. Any method of installation or use of materials not in conformance with the Contract Documents will be reinstalled, repaired or removed, as directed by the Owner's Representative, at no additional cost to the Owner.

Formal inspections will be conducted by the Owner's Representative at the following work intervals:

Soil scarification upon completion.
Seed containers at time of delivery.
At time of seed and slurry mixing.
During application of seed.
During application of mulch.
Weekly for seed and weed germination.
Final inspection and approval - at the end of landscape establishment.

5.05 ACCEPTANCE

Upon notice of completion of the work from the landscape contractor, at the end of the Landscape Establishment period, the Owner's Representative will make an inspection. If all work provided for in the Contract Documents is found to be complete and the planted seeds yield a minimum stand as determined by the Owner's Representative based upon the specified germination rates and species used, and the seeded areas are free of weeds, disease and insects, this inspection will constitute the Final Inspection. The Owner's Representative will notify the Contractor in writing of this Acceptance.

If the inspection reveals any unsatisfactory work, the Contractor will reseed as necessary until the work is accepted by the Owner's Representative.

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landscape architecture | community design
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scottsdale, arizona 85251
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STATE OF IDAHO
CHAD GREEY
LA - 16653
Expires: 06/31/13
LICENSED LANDSCAPE ARCHITECT

FALCON CREST
GOLF VILLAGES SUBDIVISION
Preliminary Plat - Landscape Plans
KUNA, IDAHO

revisions:
△
△
△

project #: *MTC075*
scale: *N.A.*
issued for: *REVIEW*
drawn by: *TEAM*
date: *05.04.2021*
drawing: *Planting Specifications*

sheet #
L8.1
18 of 18

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After Recording Return To:

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VALOR
TRACT DECLARATION
[*RESIDENTIAL*]

City of Kuna, County of Ada, State of Idaho

Declarant: **M3 ID VALOR GOLF VILLAS, LLC**, an Arizona limited liability company

NOTE: NO PORTION OF THE ANNEXABLE LAND DESCRIBED ON EXHIBIT "A" OF THE COVENANT (DEFINED HEREIN) IS SUBJECT TO THE TERMS OF THIS TRACT DECLARATION UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE ANNEXABLE LAND IS RECORDED IN THE OFFICIAL RECORDS OF ADA COUNTY, IDAHO, IN ACCORDANCE WITH *SECTION 10.04* BELOW.

Cross reference to that certain Valor Maintenance Covenant, recorded as Document No. _____ in the Official Records of Ada County, Idaho.

VALOR
TRACT DECLARATION
[*RESIDENTIAL*]

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VALOR
TRACT DECLARATION
[*RESIDENTIAL*]

This Valor Tract Declaration [*Residential*] (the "**Tract Declaration**") is made by **M3 ID VALOR GOLF VILLAS, LLC**, an Arizona limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. **M3 ID FALCON CREST, LLC**, an Arizona limited liability company (the "**VMC Declarant**"), previously Recorded that certain Valor Maintenance Covenant, recorded as Document No. _____ in the Official Records of Ada County, Idaho (the "**Covenant**"). The VMC Declarant executes this Tract Declaration to evidence its consent to the terms and provisions herein.

B. Pursuant to the Covenant, the VMC Declarant served notice that portions of the Annexable Land may be made subject to one or more Tract Declarations upon the Recording of one or more Notices of Applicability in accordance with *Section 12.05* of the Covenant, and once such Notices of Applicability have been Recorded, the portions of the Annexable Land described therein will constitute a Tract and will be governed by and fully subject to the Tract Declaration in addition to the Covenant.

C. Upon the further Recording of one or more Notices of Applicability, portions of the Annexable Land identified in such notice or notices will be subject to the terms and provisions of this Tract Declaration. The Annexable Land made subject to the terms and provisions of this Tract Declaration will be referred to herein as the **"Tract."**

A Tract is a portion of Valor which is subject to the terms and provisions of the Covenant. A Tract Declaration includes specific restrictions which apply to the Tract, in addition to the terms and provisions of the Covenant.

NOW, THEREFORE, it is hereby declared that: (i) all of the Tract will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Tract and will be binding upon all parties having right, title, or interest in or to such portions of the Tract, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) each contract or deed conveying the Tract which is made subject to this Tract Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) this Tract Declaration

will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1
DEFINITIONS

Any capitalized terms used but not defined in this Tract Declaration will have the meanings given to such terms in the Covenant. Unless the context otherwise specifies or requires, the following words and phrases when used in this Tract Declaration will have the meanings hereinafter specified:

"Articles" means the Articles of Incorporation of the Association, filed with the Secretary of State for the State of Idaho, as the same may be amended from time to time.

"Assessment" or **"Assessments"** means assessments levied by the Association under this Tract Declaration.

"**Assessment Unit**" has the meaning set forth in *Section 6.09(b)*.

"**Association**" means the Valor Community Association, Inc., an Idaho nonprofit corporation, which will be created by Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Tract Declaration. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Tract Declaration, the Articles, the Bylaws, and Applicable Law.

"Benefited Common Area" means any interest in real property or improvements which is designated by Declarant in a Notice of Applicability Recorded pursuant to *Section 10.04* and in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Benefited Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Benefited Common Area Assessments attributable thereto, to one or more, but less than all of the Lots or Owners, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability or other written notice will identify the Lots or Owners assigned to such Benefited Common Area and further indicate whether the Benefited Common Area is assigned to such parties for the purpose of exclusive use and the payment of Benefited Common Area Assessments, or only for the purpose of paying Benefited Common Area Assessments attributable thereto. By way of illustration and not limitation, Benefited Common Area may include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

"Benefited Common Area Expenses" means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Benefited Common Area, which may include a reasonable reserve for capital repairs and replacements.

"Board" means the Board of Directors of the Association.

"**Bulk Rate Contract" or "Bulk Rate Contracts**" means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, "broadband" services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Tract.

"**Bylaws**" means the bylaws of the Association, which may be initially adopted by Declarant or the Board of the Association as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended, from time to time, by the Declarant until expiration or termination of the Development Period. During the Development Period, Declarant must approve any amendment to the Bylaws. After the Development Period, a Majority of the Board may amend the Bylaws.

"Common Area" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by the Declarant for the benefit of the Association or its Members. No portion of the Tract may be designated as Common Area or otherwise conveyed or transferred to the Association without the advance written consent of Declarant during the Development Period, and thereafter a Majority of the Board. If requested by the Declarant, the Association will execute any instrument or document required by any applicable governmental authority to evidence the Association's acceptance of all or any portion of the Tract for maintenance. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Tract being held by the Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Tract identified therein will be considered Common Area for the purpose of this Tract Declaration. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

"**Community Manual**" means the community manual, which may be initially adopted by the Declarant as part of the initial project documentation for the benefit of the Association. The Community Manual may include the Articles, the Bylaws, Rules and other policies governing the Association. The Community Manual may be amended or supplemented, from

time to time, by the Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

"**Community Systems**" means any and all irrigation systems, cable television, telecommunications, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennas, satellite dishes, equipment, materials and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by the Declarant pursuant to any grant of easement or authority by the Declarant within the Subject Property and/or the Tract.

"Declarant" means **M3 ID VALOR GOLF VILLAS, LLC**, an Arizona limited liability company, its successors or assigns. Notwithstanding any provision in this Tract Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Tract Declaration to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Tract Declaration.

"Development Period" means the period of time beginning on the date when this Tract Declaration has been Recorded, and ending fifty (50) years thereafter, unless earlier terminated by a Recorded instrument executed by the Declarant. The Development Period is for a term of years and does not require that Declarant own any portion of the Subject Property or Annexable Land.

"Documents" means, singularly or collectively, as the case may be, this Tract Declaration, the Covenant, any applicable Notice of Applicability, Design Guidelines, and the Club Documents, as each may be amended and/or supplemented from time to time, as well as the Articles, the Bylaws, the Community Manual and any Rules and Board resolutions promulgated by VMC pursuant to the Covenant and/or the Association pursuant to this Tract Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of a Document. See *Table 1* at the end of this Article for a summary of the Documents.

"**VMC**" means the Valor Maintenance Corporation, an Idaho nonprofit corporation.

"**VMC Assessments**" means any assessment levied by VMC, pursuant to the Covenant or other Applicable Law.

"**VMC Board**" means the Board of Directors of VMC.

"Lot" means any portion of the Tract designated by Declarant in a Recorded instrument or as shown as a subdivided Lot on a Plat other than Common Area or Benefited Common Area.

"**Manager**" has the meaning set forth in *Section 3.08(h)*.

"**Members**" means every person or entity that holds membership privileges in the Association.

"Mortgage" or **"Mortgages"** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

"Mortgagee" or **"Mortgagees"** means the holder(s) of any Mortgage(s).

"Occupant" means a resident, occupant, tenant, or other similar non-Owner of a Lot.

"Owner" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot and in no event shall mean any Occupant. Mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners.

"Plat" means a Recorded subdivision plat of any portion of the Tract, and any amendments thereto.

"Representative System of Voting" means the method of voting which may be established by Declarant pursuant to *Section 3.06* below.

"**Residential Developer**" refers to any Owner who acquires raw land, one or more Lots, or any portion of the Tract for the purpose of resale to a Homebuilder.

"Rules" means any instrument, however denominated, which the Declarant may adopt as part of the Community Manual, or the Board may subsequently adopt for the regulation and management of the Tract, including any amendments to those instruments. Until expiration or termination of the Development Period, the Declarant must approve any amendment to the Rules.

"**Service Area**" means a group of Lots designated as a separate Service Area pursuant to this Tract Declaration for purpose of receiving benefits or services from the Association which are not provided to all Lots. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 3.15*.

"Service Area Expenses" means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a designated Service Area, which may include a reasonable reserve for capital repairs and replacements.

"**Tract**" refers to all or any portion of the Subject Property made subject to this Tract Declaration by the Recording of a Notice of Applicability.

"**Village**" has the meaning set forth in *Section 3.02*.

"Village Delegate" means the representative elected by the Owners of Lots in each Village pursuant to the Representative System of Voting (as further defined herein) which may be established by the Declarant to cast the votes of all Lots in the Village on all matters requiring a vote of the Members, except for the following situations in which this Tract Declaration specifically requires Members to cast their vote individually: (i) changes to the term of this Tract Declaration as described in *Section 8.01*; (ii) amendments to this Tract Declaration as described in *Section 8.03*; and (iii) initiation of any judicial or administrative proceeding as described in *Section 8.05*. Notwithstanding the foregoing, the Documents may set forth additional circumstances in which the Members are required to cast their vote individually, and voting by Village Delegates is prohibited.

"**Voting Group**" has the meaning set forth in *Section 3.07* below.

TABLE 1: DOCUMENTS	
Tract Declaration (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of the Tract.
Notice of Applicability (Recorded)	Describes the portion of the Subject Property being made subject to the terms and provisions of this Tract Declaration (the Tract).
Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of the Subject Property.
Articles of Incorporation (filed with Secretary of State for the State of Idaho and included in Community Manual)	Establishes the Association as a nonprofit corporation under Idaho law.
Bylaws (included in Community Manual)	Governs the Association's internal affairs, such as elections, meetings, etc.
Community Manual (adopted by Declarant)	Establishes rules and policies governing the Association.

ARTICLE 2
CONSTRUCTION & USE RESTRICTIONS

All of the Tract will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Approval Required by Valor Reviewer. PURSUANT TO THE COVENANT, ALL "IMPROVEMENTS" (AS DEFINED IN THE COVENANT) MUST BE APPROVED IN ADVANCE AND IN WRITING BY THE VALOR REVIEWER. NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE TRACT OR ANY LOT UNTIL SUCH APPROVAL IS OBTAINED PURSUANT TO THE COVENANT.

2.02 Variance. The Tract is subject to the restrictions contained in this Tract Declaration, and subject to the Rules. The Declarant may grant a variance or waiver of a restriction or Rule during the Development Period. After expiration or termination of the Development Period, the Board may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by the Declarant and/or a Majority of the Board, as applicable. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

2.03 Use Restrictions. The Tract shall be used solely for single-family residential purposes. The Tract may not be used for any other purposes without the prior written consent of the Declarant during the Development Period, which consent may be withheld by the Declarant in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Tract, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with Applicable Law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business within the Subject Property, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Subject Property; (v) the business does not, as determined by a Majority of the VMC Board, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subject Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Tract and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subject Property as may be determined by a Majority of the VMC Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity

undertaken on an ongoing basis which involves the provision of goods or services to persons other than an Owner or Occupant and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

2.04 Rentals. "**Lease**", "**Leasing**", and "**Leased**" shall refer to the occupancy of a Lot by a person other than the Owner, for which the Owner receives any consideration or benefit. Any Lot that is Leased shall be leased only in its entirety; separate rooms, floors or other areas within a Lot may not be separately Leased. Subleasing of Lots or the assignment of a Lease is prohibited without Declarant's written approval. All Leases of Lots must be for a minimum term of not less than six (6) months, unless otherwise approved in advance and in writing by the Declarant. No Lot may be rented for transient or hotel purposes. Notwithstanding the foregoing, the Declarant may permit a Lot to be Leased for a term of less than six (6) months, may permit renting or Leasing of a Lot for transient or hotel purposes, and may adopt additional rules and regulations related to such Leases. All Leases shall be in writing and shall disclose that the tenants and all Occupants of the Lot are bound by and obligated to comply with the Documents and any rules associated with Leasing adopted from time to time by the Declarant. The Owner of the Lot shall notify the Declarant in writing of any Lease and provide any additional information the Declarant may require. Notwithstanding any term or provision herein to the contrary, Declarant may also permit the Leasing or occupancy of Lots for less than six (6) months and for transient or hotel purposes in conjunction with the sale and marketing of the Lots and/or use of the Social Club or Golf Club.

2.05 Trash Containers. Unless it is within twelve (12) hours before or after the designated trash and recycling pickup time, trash containers and recycling bins must be stored inside the garage of the single-family residence constructed on the Lot or in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot. The Board shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

2.06 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, all commercial vehicles, including passenger automobiles or pick-up trucks with commercial signage or other commercial advertising displayed thereon, other commercial vans, delivery trucks or other commercial vehicles, and all recreational vehicles and equipment, including inoperable vehicles, trailers, graders, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, machinery and garden maintenance equipment, must be kept at all times except when in actual use, concealed in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing (other than minor emergency repairs), except in enclosed garages or other structures; provided however,

that non-commercial passenger automobiles and passenger pick-up trucks may be parked in the driveway of a Lot. Commercial delivery vehicles are permitted for the period of time reasonably necessary to make deliveries to a Lot. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be kept at all times within a fenced yard or otherwise appropriately concealed or screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Tract except within enclosed structures or appropriately screened from view. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Tract. Motorcycles shall be operated in a quiet manner. Recreational vehicles, including but not limited to boats, trailers and motor homes, may be temporarily loaded and unloaded in the Tract for a time period not to exceed twenty-four (24) hours. Any vehicle or other equipment stored, parked, or maintained in violation of this *Section 2.06* shall be subject to towing or removal at the sole cost and expense of the owner of the vehicle or equipment (or, if the owner of the vehicle or equipment is a guest, invitee or licensee of an Owner, then at the sole cost and expense of such Owner). Any expense incurred by the Association in connection with towing or removal shall be paid to the Association upon demand by the owner of the vehicle or equipment or, if applicable, the Owner. If the vehicle or equipment is the property of an Owner or an Owner's guest, invitee or licensee, any cost or expense incurred by the Association to effect towing or removal may be assessed, collected and enforced by the Association in the same manner as Assessments. Mobile homes are prohibited. Notwithstanding any term or provision herein to the contrary and subject to *Section 2.06* of the Covenant, golf carts are permitted.

2.07 **Animals - Household Pets**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on a Lot (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on a Lot more than three (3) cats and dogs in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic household pets will be allowed on the Tract other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Board may restrict pets to certain areas within the Tract. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on a Lot, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No

pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Tract.

2.08 Garages. Garages shall be used only for the parking of vehicles and shall not be permanently enclosed or be used or converted for living or recreational activities. Notwithstanding the foregoing, garages may be used for the storage of material so long as the storage of material does not restrict the use of the garage for the parking of motor vehicles.

2.09 Antennas.

(a) Prohibited Antennas; Permitted Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, nor any solar energy system, may be erected, maintained or placed on a Lot without the prior written approval of the Valor Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, is one meter or less in diameter or diagonal measurement; or

(iii) an antenna is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Valor Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant during the Development Period and the VMC Board thereafter, will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Annexable Land or Subject Property.

(b) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Benefited Common Area, or any other portion of the Subject Property. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Subject Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Valor Reviewer are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Valor Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

2.10 Signs. Unless otherwise prohibited by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Valor Reviewer, except for:

(i) signs which are permitted pursuant to the Design Guidelines or Rules;

(ii) signs installed by the Declarant or installed with the advance written consent of the Declarant;

(iii) one (1) "For Sale" sign and sign rider placed on the Lot, subject to approval by the Valor Reviewer. The design and content of the sign and sign rider must be approved by the Valor Reviewer. The Valor Reviewer may require the use of a specific sign and sign rider, which must be obtained from the Valor Reviewer for placement on the Lot. The sign must be removed within two (2) business days following the sale of the Lot;

(iv) one small security service sign per Lot, provided that the sign has a maximum face area of two square feet (2' x 1') and is located no

more than five feet (5′) from the front elevation of the principal residence constructed upon the Lot;

(v) a "no soliciting" and "security warning" sign near or on the front door to their residence, provided, that the sign may not exceed twenty-five square inches (5" x 5"); and

(vi) signs or permits as may be required by Applicable Law, a governmental entity, or legal proceedings.

2.11 Solar Energy Device. A Solar Energy Device may be installed with the advance written approval of the Valor Reviewer. A "**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating, to provide cooling, to produce electrical power, to produce mechanical power, to provide solar daylighting or to provide any combination of the foregoing by means of collecting and transferring solar generated energy into such uses either by active or passive means, and may also have the capability of storing such energy for future utilization; and provided that passive systems shall clearly be designed as a Solar Energy Device such as a trombe wall and not merely a part of a normal structure such as a window.

(a) Application. To obtain the Valor Reviewer approval of a Solar Energy Device, the Owner shall provide the Valor Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 9* of the Covenant.

(b) Approval Process. The Valor Reviewer will review the Solar Application in accordance with the terms and the provisions of *Article 9* of the Covenant; provided, however, that nothing herein should be construed to effectively prohibit the installation of the Solar Energy Device.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Valor Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot.

(ii) If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(iii) If the Solar Energy Device will be located on the roof of the principal residence located on the Owner's Lot, then unless otherwise approved in writing by the Valor Reviewer: (A) the Solar Energy Device is oriented to the south or within forty-five (45) degrees east or west of due south; (B) the Solar Energy Device may not extend higher than or beyond the roofline; (C) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (D) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be bronze or black.

2.12 Flags. The advance written consent of the Valor Reviewer is required prior to installing any flagpole.

2.13 Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure shall be placed within or upon the Tract, without the prior written approval of the Valor Reviewer. Sales and construction trailers or other temporary structures associated with the sale and/or construction of residences and Improvements associated therewith are permitted if approved in advance by the Declarant.

2.14 Compliance with Documents. Each Owner and Occupant of a Lot and their guests and invitees shall comply strictly with the Documents as the same may be amended from time to time. Failure to comply with any of the Documents shall constitute a violation of the Documents and may result in a fine against the Owner in accordance with *Section 6.14*, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board, the VMC Board, or by an aggrieved Owner. Without limiting any rights or powers of the Association or VMC, the Board and/or the VMC Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association and VMC for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association or VMC, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in this Tract Declaration and the Covenant for Assessments and may be collected by any means provided in this Tract Declaration and/or the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH

SUCH OWNER AND OCCUPANT SHALL RELEASE AND HOLD HARMLESS THE ASSOCIATION AND VMC AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION OR VMC'S ACTS OR ACTIVITIES UNDER THIS *SECTION 2.14* (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION OR VMC'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR VMC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.15 Liability of Owners for Damage to Common Area or Benefited Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area or the Benefited Common Area without the prior written approval of the Board. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area, the Benefited Common Area and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Occupant, or their guests or invitees. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot.

2.16 Party Wall Fences. A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a "**Party Wall**". To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto. Party Walls will also be subject to the following:

(a) Encroachments & Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

(b) Right to Repair. If the Party Wall is damaged or destroyed from any cause, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of either Lot may repair or rebuild the Party

Wall to its previous condition, and the other Owner or Owners that the wall serves will thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Valor Reviewer in accordance with *Article 9* of the Covenant.

(c) Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Records of Ada County, Idaho, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

(d) Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Valor Reviewer.

(e) Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties must submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board will appoint a mediator. If the Dispute is not resolved by mediation, the Dispute will be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board will appoint an arbitrator. The decision of the arbitrator will be binding upon the parties and will be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner

otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in this Tract Declaration for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.17 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Valor Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Valor Reviewer.

2.18 Hazardous Activities. No activities may be conducted on or within the Tract and no Improvements constructed on any portion of the Tract which, as determined by a Majority of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Tract unless discharged in conjunction with an event approved in advance by the Board. There shall be no open fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Valor Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Tract which creates a fire hazard or otherwise violates Applicable Law. Unless otherwise approved by the Declarant, no portion of the Tract may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.19 Mining and Drilling. No portion of the Tract may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted or approved by the Declarant.

2.20 Noise. No noise which constitutes a nuisance, as determined by a Majority of the Board, shall be permitted to exist or operate upon any portion of the Tract so as to be offensive or detrimental to any other portion of the Subject Property or the Owners or Occupants thereof. However, typical residential equipment installed on a Lot, e.g., heating and

cooling equipment and pool equipment, operating at normal noise levels in accordance with the manufacturer's specifications, as determined by the Board, shall not be deemed a nuisance.

2.21 Rubbish and Debris. As determined by a Majority of the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Tract, and no odors will be permitted to arise therefrom so as to render all or any portion of the Subject Property unsanitary, unsightly, offensive, or detrimental to any other property or the Owners or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity, VMC, or the Association.

2.22 Diseases and Insects. No Owner or Occupant shall permit anything or condition to exist upon any Lot or other property which shall induce, breed or harbor infectious plant diseases or noxious insects.

2.23 Maintenance. Commencing on the date an Owner takes title to such Owner's Lot, the Owners of each Lot shall jointly and separately have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. A Majority of the Board shall determine whether a violation of the maintenance obligations set forth in this *Section 2.23* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner:

(i) Prompt removal of all litter, trash, refuse, and wastes.

(ii) Lawn mowing, tree and shrub pruning, landscape irrigation facilities, and maintaining the lawn and garden areas alive, free of weeds, and attractive.

(iii) Keeping mechanical facilities in working order.

(iv) Keeping sidewalks and driveways in good condition and repair.

(v) Repainting of Improvements.

(vi) Repair of exterior damage, and wear and tear to Improvements.

(vii) Complying with Applicable Law.

2.24 Street Landscape Area-Owner's Obligation to Maintain Landscaping. Commencing on the date an Owner takes title to such Owner's Lot, each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing,

pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley, if such area (the "**ST Landscape Area**") exists, unless the responsibility for maintaining the ST Landscape Area is undertaken by VMC or the Association in a Recorded written instrument.

2.25 Stormwater Protection Plan. Commencing on the date an Owner takes title to such Owner's Lot, each Owner shall be responsible, at its sole cost and expense, for adhering to State and Federal stormwater runoff protection and prevention requirements that may be applicable to such Owner's Lot and to obtain proper permits as may be required.

ARTICLE 3
VALOR COMMUNITY ASSOCIATION, INC.

3.01 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of an Idaho nonprofit corporation. Neither the Articles nor the Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Tract Declaration.

3.02 Villages. Every Lot will be located within a "Village". A Village may be comprised of any number of Lots and may include Lots of more than one type, as well as Lots that are not contiguous to one another. Each Notice of Applicability may initially assign the portion of the Tract described therein to a specific Village which may then exist (being identified and described in a previously Recorded Notice of Applicability) or may be newly created. Any Lot not assigned to a Village shall constitute a single Village. Declarant may Record an amendment to any previously Recorded Notice of Applicability to designate or change Village boundaries.

3.03 Membership.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot.

(b) Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot, subject to the following restrictions and reservations:

(i) The right of the Association to suspend the Member's right to use the Common Area for such periods of time as determined by the Board for violations of any provisions of the Documents;

(ii) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iii) The right of the Declarant, during the Development Period, and the Board thereafter to grant easements or licenses over and across the Common Area;

(iv) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(v) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vi) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

(c) Easement of Enjoyment – Benefited Common Area. Each Owner of a Lot which has been assigned use of a Benefited Common Area in a Notice of Applicability, Tract Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Benefited Common Area, and an access easement, if applicable, by and through such Benefited Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot, subject to *Section 3.03(b)* above and subject to the following restrictions and reservations:

(i) The right of the Declarant, during the Development Period, and the Board thereafter, to cause such Improvements and features to be constructed upon the Benefited Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

(ii) The right of Declarant during the Development Period to grant additional Lots use rights in and to Benefited Common Area in a subsequently Recorded Notice of Applicability, Tract Declaration or other Recorded instrument;

(iii) The right of the Association to suspend the Owner's rights to use the Benefited Common Area for any period during which any Assessment against such Owner's Lot remains past due;

(iv) The right of the Declarant, during the Development Period, and the Board thereafter, to grant easements or licenses over and across the Benefited Common Area;

(v) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Benefited Common Area to any public agency, authority or utility for any purpose;

(vi) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Benefited Common Area and, in furtherance thereof, mortgage the Benefited Common Area;

(vii) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the Benefited Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

3.04 Governance. The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Tract Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until expiration or termination of the Development Period.** Upon the expiration or termination of the Development Period or earlier, by the Recordation of a termination notice executed by Declarant, Declarant may terminate its right to appoint and remove one (1) or more of the Board members and call for the election of the Board members by the Owners. At

such time as Declarant no longer has the right to appoint and remove any members of the Board, the President of Association will call a meeting of the Owners at which the Owners will elect one (1) Board member for a three (3) year term, one (1) Board member for a two (2) year term, and one (1) Board member for a one (1) year term. Upon expiration of the term of a Board member elected by the Owners as provided herein, his or her successor will be elected by the Owners for a term of two (2) years. A Board member takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

3.05 Voting Rights. The right to cast votes and the number of votes which may be cast for election of members to the Board (except as provided by *Section 3.04*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Owner Votes. The Owner of each Lot will have one (1) vote for each Lot so owned.

(b) Declarant Votes. In addition to the votes to which Declarant is entitled by reason of *Section 3.05(a)*, for every one (1) vote outstanding in favor of any other Owner, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

(c) Co-Owner Votes. If there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot, and majority agreement shall be conclusively presumed unless another co-Owner of the Lot protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event shall the vote for such Lot exceed the total votes to which such Lot is otherwise entitled pursuant to this *Section 3.05(c)*.

3.06 Representative System of Voting. The Representative System of Voting shall only be established if the Declarant first calls for election of a Village Delegate for a particular Village. The Declarant shall have no obligation to establish the Representative System of Voting. In addition, Declarant may terminate the Representative System of Voting at any time prior to expiration of the Development Period by Recorded written instrument.

(a) Election of Initial Village Delegate. In the event that the Declarant chooses to establish a Representational System of Voting, the Owners of Lots within each Village shall elect a Village Delegate and an alternate Village Delegate, in the manner provided below, to cast the votes of all Lots in the Village on matters requiring a

vote of the Members, except where this Tract Declaration specifically requires the Members to cast their votes individually as more particularly described in the definition of "Village Delegate" in *Article 1* of this Tract Declaration. In the event that a quorum is not met to elect a Village Delegate and an alternative Village Delegate by the Owners of Lots within each Village, during the Development Period, Declarant shall have the right to appoint a Village Delegate until the next election is held as provided in *Section 3.06(b)* below. Notwithstanding the foregoing or any provision to the contrary in this Tract Declaration, as provided in *Section 3.04* above, Declarant will be entitled to appoint and remove all members of the Board until expiration or termination of the Development Period.

(b) Term. The Village Delegate and the alternate Village Delegate shall be elected on a biennial basis (once every two years), by electronic or absentee ballot without a meeting of Members, or at a meeting of the Members within each Village where written, electronic, and absentee ballots (or any combination of the foregoing) may also be utilized, as the Board determines. If the Board determines to hold a meeting for the election of the Village Delegate and the alternate Village Delegate, the presence, in person or by absentee or electronic ballot, of Members representing at least ten percent (10%) of the total votes in a Village shall constitute a quorum at such meeting. Notwithstanding the foregoing provision, the Declarant during the Development Period, and the Board thereafter, may elect to extend the term of a Village Delegate and alternate Village Delegate to the extent Declarant or the Board, as applicable, determines that such extension will result in administrative efficiencies by allowing elections within different Villages to occur in close proximity to one another; provided, however, that the term of an existing Village Delegate and alternate Village Delegate shall not be extended for more than twelve (12) months.

(c) Election Results. At any Village election, the candidate for each position who receives the greatest number of votes shall be elected to serve as the Village Delegate and the candidate with the second greatest number of votes shall be elected to serve as the alternate Village Delegate. If only one candidate runs for Village Delegate, the Declarant during the Development Period, and a Majority of the Board thereafter, shall have the power to appoint the Village Delegate and an alternate Village Delegate, who need not be the candidate. The Village Delegate and alternate Village Delegate shall serve until his or her successor is elected. If the Village Delegate and/or the alternate Village Delegate resigns, the Declarant during the Development Period, and after expiration or termination of the Development Period, a Majority of the Board, shall appoint a replacement Village Delegate and/or alternate Village Delegate.

(d) Voting by the Village Delegate. The Village Delegate or, in his or her absence, the alternate Village Delegate, attends the Association meetings and casts all

votes allocated to Lots in the Village that he or she represents on any matter as to which such Village Delegate is entitled to vote under this Tract Declaration. A Village Delegate may cast all votes allocated to Lots in the Village in such delegate's discretion and may, but need not, poll the Owners of Lots in the Village which he or she represents prior to voting. Neither the Village Delegate nor the alternative Village Delegate may cast votes allocated to Lots not owned by such Village Delegate in the Village that he or she represents for the purpose of amending this Tract Declaration.

(e) Qualification. Candidates for election as the Village Delegate and alternate Village Delegate from a Village shall be Owners of Lots in the Village, spouses of such Owners, Occupants of the Village, or an entity representative where an Owner is an entity.

(f) Removal. Any Village Delegate or alternate Village Delegate may be removed, with or without cause, upon the vote or written petition of Members holding a Majority of the votes allocated to the Lots in the Village that the Village Delegate represents or by the Declarant, until the expiration or termination of the Development Period. If a Village Delegate is removed in accordance with the foregoing sentence, the alternate Village Delegate shall serve as the Village Delegate unless also removed.

(g) Subordination to the Board; No Simultaneous Positions. Village Delegates shall be subordinate to the Board and their responsibility and authority does not extend to policy making, supervising, or otherwise being involved in Association governance. Further, in such event, an Owner may not simultaneously hold the position of Village Delegate and be a member of the Board and a Village Delegate running for the Board shall resign his or her position prior to casting any vote for a member of the Board. Upon such occurrence, the alternate Village Delegate shall serve out the remainder of the term of the resigning Village Delegate, and an alternate Village Delegate shall be appointed by the Declarant during the Development Period, and after expiration or termination of the Development Period, a Majority of the Board.

3.07 Voting Groups. Declarant, during the Development Period, may designate voting groups consisting of one or more Village as determined by the Declarant in its sole and absolute discretion, for the purpose of electing members of the Board (the "**Voting Groups**"). The purpose of Voting Groups is to afford representation on the Board by various portions of the Tract. If Voting Groups are established then each Owner of a Lot shall only vote on the slate of Board candidates assigned to such Owner's Voting Group.

(a) Voting Group Designation. Declarant shall establish Voting Groups, if at all, not later than the expiration or termination of the Development Period or the earlier termination of its right as to the appointment and removal of the Board members by Recording a written instrument identifying the Villages within each Voting Group (the

"**Voting Group Designation**"). The Voting Group Designation will assign the number of members of the Board which the Voting Group is entitled to exclusively elect.

(b) Amendment of Voting Group Designation. The Voting Group Designation may be amended unilaterally by the Declarant at any time prior to expiration or termination of the Development Period or the earlier termination of its right as to the appointment and removal of the Board members. Thereafter, the Board shall have the right to Record or amend such Voting Group Designation upon the vote of a Majority of the Board and approval of Village Delegates representing a Majority of the Villages. Neither Recordation nor amendment of such Voting Group Designation shall constitute an amendment to this Tract Declaration, and no consent or approval to modify the Voting Group Designation shall be required except as stated in this paragraph.

(c) Single Voting Group. Until such time as Voting Groups are established, all of the Tract constitutes a single Voting Group for purposes of this *Section 3.07*. After a Voting Group Designation is Recorded, any and all portions of the Tract which are not assigned to a specific Voting Group shall constitute a single Voting Group.

3.08 Powers. The Association will have the powers of an Idaho nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Tract Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules, Bylaws and Community Manual. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such Rules, policies, Bylaws and the Community Manual not in conflict with this Tract Declaration, as it deems proper, covering any and all aspects of the Tract (including the operation, maintenance and preservation thereof) or the Association. Any Rules, and any modifications to existing Rules, or the Bylaws proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. To the extent such Rules expand upon or conflict with the terms of the Covenant or the Rules established by the VMC Board, the proposed Rules must be approved in advance and in writing by the VMC Board.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

(d) Assessments. To levy and collect Assessments, as provided in *Article 6* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner or Occupant, upon any Lot and into any Improvement thereon for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed an Individual Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in *Article 6* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot other than Common Area or Benefited Common Area in enforcing these Documents before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH SUCH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE DECLARANT, THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.08(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE,**

CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Benefited Common Area for the purpose of constructing, erecting, operating or maintaining the following:

(i) Parks, parkways or other recreational facilities or structures;

(ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;

(iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(v) Any similar Improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed by the Documents or by Applicable Law. In addition, until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.08(g)* must be approved in advance and in writing by the Declarant.

(h) Manager. To retain and pay for the services of a person or firm (the "**Manager**"), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Association or may be furnished by the Manager. Each contract entered into between the Association and the Manager will be terminable by the Association without cause upon sixty (60) days written notice to the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE**

DECLARANT, THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Subject Property, Common Area, Benefited Common Area, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, and lakes.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Benefited Common Area. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the Board and the Declarant until expiration or termination of the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area, Benefited Common Area, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

(n) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Benefited Common Area, and any Improvements thereon.

3.09 Acceptance of Common Area and Benefited Common Area. Declarant and its assignees reserve the right, from time to time and at any time, to designate, convey, assign or transfer by written and Recorded instrument property being held by the Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of the Declarant. Upon the Recording of a designation, the portion of the property identified therein will be

considered Common Area or Benefited Common Area, as applicable, for the purpose of this Tract Declaration and the Association shall have an easement over and across the Common Area or Benefited Common Area necessary or required to discharge the Association's obligations under this Tract Declaration, subject to any terms and limitations to such easement set forth in the designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Tract, for the Tract and the general public, or otherwise, as determined in the sole and absolute discretion of the Declarant. All or any real or personal property assigned, transferred and/or conveyed by the Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area or Benefited Common Area without regard to whether such real or personal property is designated by the Declarant as Common Area or Benefited Common Area. If requested by the Declarant, the Association will execute a written instrument, in a form requested by the Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of the Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any real property that Declarant originally conveyed to the Association for no payment. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Benefited Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements in the Tract, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area and the Benefited Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.10 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (1) acted in good faith and in a manner he or she reasonably believed to be in, or not

opposed to, the best interests of the Association; or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.11 Insurance. The Board may purchase and cause to be maintained, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability or otherwise.

3.12 Bulk Rate Contracts.

(a) Authority. Without limitation on the generality of the Association powers set out in *Section 3.08*, the Association shall have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers the Board chooses (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. Notwithstanding the foregoing, during the Development Period, the Declarant must approve all Bulk Rate Contracts.

(b) Bulk Rate Contract Charges. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments against such Owner's Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association shall be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Tract Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Tract Declaration. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association

and not paid for by such Owner (or Occupant of such Owner's Lot) directly to the applicable service or utility provider. Such notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice shall include the office or street address where the Owner (or Occupant of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service shall be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.13 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots or any portion of the Annexable Land owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. The Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

3.14 Administration of Common Area and Benefited Common Area. The administration of the Common Area and Benefited Common Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or the Benefited Common Area.

3.15 Provision of Benefits and Services to Service Areas.

(a) Designated by Declarant. Declarant, in a Notice of Applicability Recorded pursuant to *Section 10.04* or in any written Recorded notice, may assign Lots to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots in addition to those which the Association generally provides to the Tract. Declarant may unilaterally amend any Notice of Applicability or any written Recorded notice to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots within the Service Area as a Service Area Assessment.

(b) Petitioned by Owners. In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot among all Service Areas receiving the same service). If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots within such Service Area as a Service Area Assessment.

3.16 Right of Action by Association. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a claim relating to the design or construction of Improvements on a Lot (whether one or more). This *Section 3.16* may not be amended or modified without Declarant's written and acknowledged consent and Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, which must be part of the Recorded amendment instrument.

ARTICLE 4
CLUB PROPERTY

4.01 Mandatory Social Club Sub-Membership. Pursuant to *Section 4.01* of the Covenant, each Owner is a Mandatory Social Club Sub-Member and is responsible for all financial obligations associated therewith, which shall be discharged through Social Club Assessments levied against the Lots by the Social Club Owner in accordance with the Covenant. **EACH OWNER, BY ITS ACCEPTANCE OF A DEED TO A LOT, HEREBY COVENANTS TO COMPLY WITH AND BE BOUND BY THE TERMS OF THE SOCIAL CLUB DOCUMENTS.**

Notwithstanding any term or provision herein to the contrary, as to any Lot owned by Declarant, VMC Declarant, a Homebuilder, or Residential Developer, a Social Club sub-membership will not be required unless a certificate of occupancy has been issued for the residence constructed on the Lot and either of the following conditions are met: (i) the Lot (other than Lots being used as model homes, sales, or development offices) is not being

marketed for sale to third parties; or (ii) the Lot is occupied for residential purposes. For purposes of this *Section 4.01*, a Lot is deemed "occupied" if it is occupied for any duration whatsoever, no matter the length, except for occupancy as a model home or sales or development office in the ordinary course of development and marketing by Declarant, VMC Declarant, a Homebuilder, or Residential Developer.

4.02 Club Disclosures. Each Owner is advised to review *Article 4* of the Covenant, which includes certain rights and obligations pertaining to the Golf Club and the Social Club and establishes easements over and across the Annexable Land and Subject Property, including the Tract, for the benefit of the Golf Club and the Social Club.

ARTICLE 5
INSURANCE AND RESTORATION

5.01 Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability, property damage, and pollution insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance. During the Development Period, Declarant reserves the right to satisfy the insurance obligations of the Association with a master insurance program controlled by Declarant.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot or any Improvements or personal property located on a Lot.

5.02 Restoration. In the event of any fire or other casualty, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or

delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in this Tract Declaration for Assessments and may be collected by any means provided in this Tract Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE DECLARANT, THE ASSOCIATION AND THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 5.02*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE DECLARANT AND/OR THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

5.03 Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement or clean-up and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement or clean-up, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 6
COVENANT FOR ASSESSMENTS

6.01 Assessments.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 6* will be levied against each Lot in amounts determined pursuant to *Section 6.09* below.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and upon recordation of this Tract Declaration will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements, unless otherwise set forth in *Section 6.12* below. The Association may enforce payment of such Assessments in accordance with the provisions of this Article and Applicable Law.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. Any subsidy and the characterization thereof will be disclosed as a line item in the annual budget prepared by the Board and attributable to such Assessments. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years. Unless otherwise approved by the Declarant in writing, or unless the Declarant subsidy is characterized as a loan to the Association, in the event a Declarant subsidy in any given fiscal year results in an excess in revenue for the Association's fiscal year, the excess revenue shall be paid to Declarant; provided, the amount of excess revenue paid to Declarant shall not exceed the Declarant subsidy for the fiscal year.

6.02 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Tract Declaration. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law, which may include, without limitation, using the funds to reimburse VMC for any delinquent Social Club Assessments and/or Golf Club Assessments that are paid by VMC pursuant to *Section 7.01(b)* or *Section 8.01(b)* of the Covenant.

6.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association ("**Regular Assessments**") which sets forth: (a) an estimate of expenses the Association will incur during such year in performing its functions and exercising its powers under this Tract Declaration, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, but excluding (c) the operation, maintenance, repair and management costs and expenses associated with any Service Area and Benefited Common Area. Regular Assessments sufficient to pay such estimated expenses will then be levied at the level set by the Board in its

sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable annually at the beginning of each fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

6.04 Working Capital Contribution. Upon the transfer of a Lot (including both transfers from Declarant to the initial Owner, and transfers from one Owner to a subsequent Owner), a working capital contribution ("**Working Capital Contribution**") in an amount determined by the Declarant during the Development Period, and a Majority of the Board thereafter will be paid by the transferee of the Lot to the Association. Such Working Capital Contribution shall be used by the Association to fund operating expenses and reserves and to maintain, repair and replace the Common Area as necessary. The levy of any Working Capital Contribution will be effective only upon the Recordation of a written notice, signed by the Declarant during the Development Period, or a duly authorized officer of the Association thereafter, setting forth the amount of the Working Capital Contribution. The Working Capital Contribution may be modified, from time to time, by the Declarant during the Development Period, or a Majority of the Board; provided, however, that during the Development Period, any modification to the Working Capital Contribution payable on the transfer of a Lot must be approved in advance and in writing by the Declarant. The Working Capital Contribution need not be uniform among all Lots. The Declarant, during the Development Period, and the Board thereafter, may, from time to time, notify the Manager of the Working Capital Contribution applicable to a Lot.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who is a Homebuilder or Residential Developer will not be subject to the Working Capital Contribution; however, the Working Capital Contribution will be payable by any Owner who acquires a Lot from a Homebuilder or Residential Developer for residential living purposes or by any Owner who: (i) acquires a Lot and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the Working Capital Contribution to a particular Owner, the decision of the Declarant during the Development Period, and the Board thereafter, regarding the application of the exception will be binding and

conclusive without regard to any contrary interpretation of this *Section 6.04*. The Working Capital Contribution will be in addition to, not in lieu of, any other assessments levied in accordance with this *Article 6* and will not be considered an advance payment of such assessments. The Working Capital Contribution hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, will have the power, in its sole and absolute discretion, to waive the payment of any Working Capital Contribution attributable to a Lot (or all Lots) by written waiver notice, which waiver may be temporary or permanent.

6.05 Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**Special Assessments**") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the reasonable discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Benefited Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Benefited Common Area will be levied against all Owners who have been assigned the obligation to pay Benefited Common Area Assessments based on Assessment Units.

6.06 Individual Assessments. In addition to any other Assessments, the Board may levy individual assessments against an Owner and the Owner's Lot (**"Individual Assessments"**). Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with this Tract Declaration; fines for violations of the Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to the benefit received.

6.07 Benefited Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Benefited Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Benefited Common Area including a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and surplus from the prior year's fund. The level of assessments levied to pay for expenses associated with a Benefited Common Area (the "**Benefited Common Area Assessments**") will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Benefited Common Area Assessment, the Association may at any time, and from time to time, levy further Benefited Common Area Assessments in the same manner as aforesaid. All such Benefited Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. Benefited Common Area Assessments will be allocated uniformly against each Assessment Unit allocated to a Lot that has been assigned the obligation to pay Benefited Common Area Assessments for specified Benefited Common Area.

6.08 Service Area Assessments. The operation, maintenance, repair and management costs and expenses associated with any Service Area shall not be included in the budget for Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of assessments levied to pay for Service Area Expenses for each Service Area ("**Service Area Assessments**") will be allocated: (a) equally among Lots within the Service Area; (b) based on Assessment Units assigned to Lots within the Service Area; or (c) based on the benefit received among all Lots in the Service Area.

6.09 Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "**Assessment Unit**" (as described in *Section 6.09(b)* below). Unless otherwise provided, Assessments levied pursuant to *Section 6.03* and *Section 6.05* will be levied uniformly against each Assessment Unit.

(b) Assessment Unit. Each Lot will be allocated one (1) Assessment Unit, unless otherwise provided in *Section 6.09(c)*, *Section 6.09(d)*, or in a Notice of Applicability attributable to such Lot. Declarant will determine such Assessment Units

in its sole and absolute discretion. Declarant's determination regarding the number of Assessment Units applicable to each Lot will be final, binding and conclusive.

(c) Assessment Exemption. Notwithstanding anything in this Tract Declaration to the contrary, no Assessments shall be levied upon Lots owned by Declarant.

(d) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Tract or any Lot from any Assessments levied or charged pursuant to this *Article 6*; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Tract, or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Tract, Lot. Declarant or the Board may also exempt any portion of the Annexable Land which is dedicated and accepted by public authority from Assessments.

6.10 Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

6.11 Owner's Personal Obligation; Interest. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of one and one-half percent (1½%) per month), together with all costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner. Attorney's fees and costs and expenses of collection shall not accrue and shall not be assessed or collected by the Association until the Association has complied with *Section 6.14* and the Owner has failed to address the violation.

6.12 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 6* is, together with late charges as provided in *Section 6.10* and interest as provided in *Section 6.11* hereof and all costs of collection, including attorney's fees as herein provided, with the exception of fines for violations of the Documents as provided in *Section 6.14*, secured by the continuing Assessment lien granted to the Association pursuant to

Section 6.01(b) above and as further set forth below, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns; provided however, that although fines which have been assessed against an Owner for any violation of the Documents pursuant to *Section 6.14* shall be the personal obligation of such Owner, such fines shall not otherwise be secured by the lien set forth in *Section 6.01(b)*. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) liens for real estate taxes or other governmental assessments or charges; (ii) all sums secured by a Recorded first mortgage lien or first deed of trust lien; (iii) Golf Club Assessments; (iv) Social Club Assessments; and (v) VMC Assessments. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer, agent or attorney of the Association. The Association shall prepare a written notice or claim of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, the name of the Association, and a description of the Lot. Such notice or claim shall be verified by the oath of an individual having knowledge of the facts therein and shall be Recorded. Within five (5) days after Recording the notice or claim, the Association shall serve, by personal delivery to the Owner, a true and correct copy of the Recorded notice or claim by certified mail to the last known address of the Owner. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Tract Declaration will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment lien and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Tract Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 6.12*, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in

circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer, agent, or attorney of the Association. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Tract Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment lien and charges in favor of the State of Idaho or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts.

6.13 Exempt Property. The following area within the Tract will be exempt from the Assessments provided for in this *Article 6*:

(a) All area dedicated and accepted by a public authority;

(b) The Common Area and the Benefited Common Area; and

(c) Any portion of the Tract or Lot owned by Declarant.

No portion of the Annexable Land will be subject to the terms and provisions of this Tract Declaration, and no portion of the Annexable Land (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Annexable Land has been made subject to the terms of this Tract Declaration by the Recording of a Notice of Applicability in accordance with *Section 10.04* below.

6.14 Fines and Damage Charges. Before levying any fine or damage charge, the Association shall provide an Owner with a written violation notice and an opportunity to be heard at a Board meeting. At least thirty (30) days prior to such Board meeting, the Association shall provide written notice to such Owner by personal service or certified mail providing the time, date, place and subject matter of such Board meeting. In the event the Owner begins resolving the violation prior to such Board meeting, no fine shall be imposed as long as such Owner continues to address the violation in good faith until full resolved. If the Owner does not begin to resolve the violation prior to such Board meeting, the Board upon a Majority vote may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant, or the Owner or Occupants guests, agents or invitees pursuant to the procedure set forth below. Any fine and/or charge for damage levied in accordance with this *Section 6.14* will be considered an Individual Assessment pursuant to this Tract Declaration, subject to the limitations set forth in *Section 6.12* above. Each day of

violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or Benefited Common Area or any facilities located by the Owner, Occupant, or their guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

6.15 Suspension of Voting Rights. In addition to any and all remedies set forth in this *Article 6*, if any Owner fails to pay any Assessment or other amounts due under the Documents within thirty (30) days after such payment is due or if the Owner violates any other provision of the Documents and such violation is not cured within fifteen (15) days after the Association notifies the Owner of such violation, the Board shall have the right to suspend such Owner's right to vote until such time as all Assessments and payments, including interest, late charges, fines and attorney's fees, are paid in full or until all violations are cured or the Owner is otherwise deemed in compliance of the Documents in the sole discretion of the Board.

6.16 Collection of VMC Assessments, Social Club Assessments, and/or Golf Club Assessments Under the Covenant. Unless directed in writing otherwise by the VMC Board, the Association will collect from each Owner the allocated share of VMC Assessments attributable to such Owner's Lot, and the allocated share of Social Club Assessments and/or Golf Club Assessments. VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, shall be paid by each Owner of a Lot together with all Assessments levied hereunder by the Association. If, for any reason, the Association fails to collect VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, in conjunction with the Assessments as set forth in this *Article 6*, then the Association shall collect VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, from each Owner, and remit such VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, to VMC in such manner as deemed proper by VMC; provided however, that, in any event, each VMC Assessment, Social Club Assessments, and/or Golf Club Assessments, as applicable, will be remitted to VMC on or before the date when payment thereof is required by the terms and provisions of the Covenant.

ARTICLE 7
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Tract. The provisions of this *Article 8* apply to this Tract Declaration and the Bylaws of the Association.

7.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an "**Eligible Mortgage Holder**")), shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Tract or which affects any Lot on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder;

(b) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02 Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

7.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots and not to any other portions of the Tract.

ARTICLE 8
GENERAL PROVISIONS

8.01 Term. Upon the Recording of a notice pursuant to *Section 10.04*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Tract Declaration will run with and bind the portion of the Annexable Land described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Tract Declaration is Recorded, and continuing through and including January 1, 2095, after which time this Tract Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning an early termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the

Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 8.01*, it being understood and agreed that any change must be approved by a vote of the Members casting their vote individually.

8.02 Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Benefited Common Area for any public purpose during the period this Tract Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on the respective Lot. In the event any proceeds attributable to acquisition of Benefited Common Area are paid to Owners who have been assigned the obligation to pay Benefited Common Area Assessments attributable to such Benefited Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot.

8.03 Amendment. This Tract Declaration may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast by members of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 8.03*, it being understood and agreed that any change must be approved by a vote of the Members casting their vote individually. No amendment will be effective without the written consent of Declarant, its successors or assigns, during the Development Period. Each Owner is advised that, in accordance with this *Section 8.03*, Declarant has the unilateral right to amend this Tract Declaration for any purpose. The Annexable Land will be developed over many years. Changes in the Declarant's plans for the Tract, the Subject Property and the Annexable Land will occur. The Declarant may also elect to modify, remove or add to the terms and provisions of this Tract Declaration to respond to such changes and actual or perceived changes in market or other conditions. Accordingly, each Owner and the Association should anticipate and expect that modifications, amendments and/or changes will be made to the terms and provisions of this Tract Declaration unilaterally by the Declarant as determined in Declarant's sole and absolute discretion and judgment.

8.04 Interpretation. The provisions of this Tract Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Tract, provided, however, that the provisions of this Tract Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Tract. This Tract Declaration will be construed and governed under the laws of the State of Idaho.

8.05 Enforcement. The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, the Documents. Failure to enforce any right, provision, covenant, or condition set forth in the Documents will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future.

8.06 Higher Authority. The terms and provisions of this Tract Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Tract Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

8.07 Severability. If any provision of this Tract Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Tract Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

8.08 Conflicts. If there is any conflict between the provisions of this Tract Declaration, the Articles, the Bylaws, or any Rules adopted pursuant to the terms of such documents, the provisions of this Tract Declaration, the Articles, the Bylaws, and the Rules, in such order, will govern.

8.09 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

8.10 Acceptance by Grantees. Each grantee of a Lot or other real property interest in the Tract, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Tract Declaration or to whom this Tract Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Tract, and will bind any person having at any time any interest or estate in the Tract, and will inure to the benefit of each Owner in like manner as though the provisions of

this Tract Declaration were recited and stipulated at length in each and every deed of conveyance.

8.11 Damage and Destruction.

(a) Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Benefited Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 8.11(a)*, means repairing or restoring the Common Area or Benefited Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Repair Obligations. Any damage to or destruction of the Common Area or Benefited Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) Restoration. In the event that it should be determined by the Board that the damage or destruction of the Common Area or Benefited Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area or Benefited Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area or Benefited Common Area by the Association in a neat and attractive condition.

(d) Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 6*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Special Assessment for Benefited Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Benefited Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board may levy a Special Assessment against all Owners who have been assigned the obligation to pay Benefited Common Area Assessments attributable to such Benefited Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on their Lots.

(g) Proceeds Payable to Owners Responsible for Benefited Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Benefited Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Benefited Common Area Assessments attributable to such Benefited Common Area and the holders of first Mortgages or deeds of trust on their Lots.

8.12 Notices. Any notice permitted or required to be given to any person by this Tract Declaration will be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

8.13 View Impairment. Although certain Lots in the Tract at any point in time may have particular views, no express or implied rights or easements exist for views or for the passage of light and air to any Lot. Notwithstanding any oral or written statement made by any person or contained in any sales materials or brochures, no representation or warranty whatsoever, express or implied, is made by Declarant, VMC Declarant, the Association, VMC, or the Club Parties concerning the view that any Lot will have whether as of the date this Tract Declaration is Recorded or thereafter. Any view that exists at any point in time for a Lot may be impaired or obstructed by further construction within or outside the Tract, including by construction of Improvements (including landscaping) by Declarant, VMC Declarant, the Golf Club Owner, or the Social Club Owner, construction by third parties (including Owners and Occupants) and by the natural growth of landscaping. No third party, including any broker, salesperson or Owner, has any right to bind Declarant, VMC Declarant, the Association, VMC, the Golf Club Owner, or the Social Club Owner with respect to the preservation of any view from any Lot or any view of a Lot from any other property.

8.14 Construction Activities. This Tract Declaration will not be construed or applied so as to interfere with or prevent normal construction activities related to the completion of the residences and associated Improvements. Such construction may, from time to time, produce certain conditions on the Tract, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) fumes or

gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) temporary interruption of utilities; and/or (vii) other conditions customarily experienced during development and construction activities. Such conditions resulting from construction and development activities shall not be deemed a nuisance or violation of the terms and provisions of this Tract Declaration.

ARTICLE 9
EASEMENTS

9.01 Right of Ingress and Egress. Declarant hereby reserves for itself, the Association, VMC, VMC Declarant, and their agents, employees and designees, the right of ingress and egress over and the right of access to the Common Area and the Benefited Common Area to the extent necessary to use the Common Area and the Benefited Common Area and the right to such other temporary uses of the Common Area and the Benefited Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Annexable Land, the Subject Property, and the Tract. The Tract shall be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant, VMC Declarant, the Association, and VMC. Declarant, VMC Declarant, the Association, and VMC shall have the right, but not the obligation, to install and provide the Community Systems and to provide the services available through the Community Systems to any and all Lots within the Tract. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either directly through VMC and/or the Association and paid for as part of the Assessments or directly to Declarant, any affiliate of Declarant, or a third party, by the Owner who receives the services. The Community Systems shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Systems or all or any portion of the rights, duties or obligations with respect thereto, to VMC, the Association or to any Person. The rights of Declarant with respect to the Community Systems installed by Declarant and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by Declarant without the prior written consent of Declarant. The rights of the VMC Declarant with respect to the Community Systems installed by the VMC Declarant and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by the VMC Declarant without the prior written consent of the VMC Declarant. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in

applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services. Declarant hereby reserves for itself, the Golf Club Owner, and their agents, employees and designees, the right of ingress and egress over and the right of access to the Common Area and the Benefited Common Area to the extent necessary, required, or reasonably desirable (as determined by Declarant in its sole discretion) to operate and maintain the Golf Club.

9.02 Entry and Fencing Easement. Declarant reserves for itself, VMC Declarant, VMC, and the Association, an easement over and across the Tract for the installation, maintenance, repair or replacement of certain entry facilities and fencing which serves the Tract, the Subject Property, the Annexable Land, and/or any other property owned by Declarant or VMC Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the entry facilities and/or fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the entry facilities and/or fencing as Common Area or Benefited Common Area or a Service Area by Recorded written notice. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot for its intended purpose.

9.03 Landscape and Monument Sign Easement. Declarant hereby reserves for itself, VMC Declarant, VMC, and the Association, an easement over and across the Tract for the installation, maintenance, repair or replacement of landscaping or monument signs which serves the Tract, the Subject Property, the Annexable Land, and/or any property owned by Declarant or VMC Declarant. Declarant will have the right, from time to time, to Record a written notice, which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant reserves the right to designate the easement areas reserved hereunder as Common Area, Benefited Common Area, or Service Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot for its intended purpose. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Benefited Common Area, or Service Area.

9.04 Solar Equipment Easement. Declarant hereby reserves for itself, VMC Declarant, VMC and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over and across the Tract for the installation, maintenance, repair or replacement of a solar electric generating system designed to deliver electric power to any portion of the Subject Property or Annexable Land. Declarant will have the right, from time to time, to Record a written notice which identifies the solar equipment to which the easement reserved hereunder applies. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party.

9.05 Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself, the VMC Declarant and for the VMC Declarant's and/or Declarant's architect, engineer, other design professionals, builder and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct and relocate any structure, Improvement or condition that may exist on any portion of the Tract, including the Lots, and a perpetual nonexclusive easement of access throughout the Tract to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. This *Section 9.05* may not be construed to create a duty for Declarant, the VMC Declarant, VMC, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's and the VMC Declarant's advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot, hereby grants to Declarant and the VMC Declarant an easement of access and entry over, across, under, and through the Tract, including without limitation, all Common Areas, Benefited Common Areas, and the Owner's Lot, and all Improvements thereon for the purposes contained in this *Section 9.05*.

9.06 Declarant as Attorney in Fact. To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of this Tract Declaration, each Owner, by accepting a deed to a Lot and each Mortgagee, by accepting the benefits of a Mortgage against a Lot, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of this Tract Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party. The aforesaid power shall be vested in Declarant, its successors and assigns, for a period of twenty-five (25) years from the date the first Lot is conveyed to an individual purchaser, or until the expiration or termination of the Development Period, whichever occurs first. Declarant hereby reserves for itself, its successors and assigns the right to execute on behalf of each Owner, Mortgagee, and third party claiming a legal or equitable interest in the Common Area and/or Benefited Common Area, any such agreements, documents, amendments or supplements to the Documents which may be required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area and/or Benefited Common Area or by any title insurance

company selected by Declarant to insure title to any portion of the Common Area and/or Benefited Common Area.

ARTICLE 10
DEVELOPMENT RIGHTS

10.01 Development by Declarant. It is contemplated that the Tract, Annexable Land, and Subject Property will be developed pursuant to a plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to create and/or designate Lots, Common Areas, and Benefited Common Areas, and to subdivide with respect to any of the Tract, the Subject Property or Annexable Land. As each area is developed or dedicated, Declarant may designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area.

10.02 Special Declarant Rights. Notwithstanding any provision of this Tract Declaration to the contrary, at all times, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Tract; (b) to maintain Improvements upon Lots, including the Common Area and Benefited Common Area, as sales, model, management, business and construction offices or visitor centers at no charge; and (c) to maintain and locate construction trailers and construction tools and equipment within the Tract. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

10.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Tract and remove and exclude from the burden of this Tract Declaration and the jurisdiction of the Association any portion of the Tract. Upon any such withdrawal and renewal this Tract Declaration and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Tract withdrawn. To withdraw lands from the Tract hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to the Tract Declaration, which reference will state the document number or volume and initial page number of the Official Records of Ada County wherein the Covenant is recorded;

(b) A statement that the provisions of this Tract Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

10.04 Notice of Applicability. Upon Recording, this Tract Declaration serves to provide notice that at any time, and from time to time, Declarant, acting alone, may subject all or any portion of the Annexable Land or Subject Property to the terms, covenants, conditions, restrictions and obligations of this Tract Declaration. If a Notice of Applicability is Recorded subjecting a portion or portions of the Annexable Land or Subject Property to this Tract Declaration, such Annexable Land or Subject Property will be considered a part of the Tract and will be subject to the terms, covenants conditions, restrictions and obligations of this Tract Declaration. A Notice of Applicability will include:

(a) A reference to this Tract Declaration, which reference will state the Recording information thereof;

(b) A statement that all of the provisions of this Tract Declaration will apply to such portion of the Annexable Land or Subject Property;

(c) A legal description of such portion of the Annexable Land or Subject Property;

(d) If applicable, a description of any Benefited Common Area which benefits the Annexable Land or Subject Property, as applicable, and the beneficiaries of such Benefited Common Area; and

(e) If applicable, a description of any Service Area which benefits the Annexable Land or Subject Property, as applicable, and the beneficiaries of such Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE ANNEXABLE LAND OR SUBJECT PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS TRACT DECLARATION AND THIS TRACT DECLARATION DOES NOT APPLY TO ANY PORTION OF THE ANNEXABLE LAND OR SUBJECT PROPERTY UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH ANNEXABLE LAND OR SUBJECT PROPERTY AND REFERENCING THIS TRACT DECLARATION HAS BEEN RECORDED.

10.05 Assignment of Declarant's Rights. Notwithstanding any provision in this Tract Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Tract Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

ARTICLE 11
DISPUTE RESOLUTION

This Article 11 is intended to encourage the resolution of disputes involving the Tract. A dispute regarding the Common Area, Benefited Common Area, and/or Improvements thereon can create significant financial exposure for the Association and its Members, interfere with the resale and refinancing of Lots, and increase strife and tension among the Owners, the Board and the Association's management. Since disputes may have a direct effect on each Owner's use and enjoyment of the Common Area and Benefited Common Area, this Article 11 requires Owner transparency and participation in certain circumstances. Transparency means that the Owners are informed in advance about a dispute, the proposed arrangement between the Association and a law firm or attorney who will represent the Association in the dispute, and that each Owner will have an opportunity to participate in the decision-making process prior to initiating the dispute resolution process.

11.01 Introduction and Definitions. The Association, the Owners, Declarant, Homebuilders, Residential Developers, and all persons subject to this Tract Declaration, and each person not otherwise subject to this Tract Declaration who agrees to submit to this *Article 11* by written instrument delivered to the Claimant, which may include, but is not limited to, a Homebuilder, a Residential Developer, a general contractor, sub-contractor, design professional, or other person who participated in the design or construction of Common Area, Benefited Common Area, or any Improvements thereon (individually, a "**Party**" and collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Annexable Land and/or Subject Property and the Common Area or Benefited Common Area to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. Notwithstanding anything contained in this *Article 11*, any Claim brought by an Owner related to a residence that is subject to a warranty agreement provided by the Declarant, Homebuilder, or Residential Developer will not be subject to this *Article 11* and will be governed by the warranty agreement, unless the Parties agree to have the dispute governed by this *Article 11*. This *Article 11* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in the Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

(a) "**Claim**" means:

(i) Claims relating to the rights and/or duties of Declarant, VMC Declarant, the Association, VMC, the Golf Club, the Social Club, the Golf Club Owner, the Social Club Owner, or the Valor Reviewer, under the Documents.

(ii) Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during Declarant's control and administration of the Association, and any claim asserted against the Valor Reviewer, the Golf Club, the Social Club, the Golf Club Owner, and/or the Social Club Owner.

(iii) Claims relating to the design or construction of Improvements located on the Common Area or Benefited Common Area.

(b) "**Claimant**" means any Party having a Claim against any other Party.

(c) "**Respondent**" means any Party against which a Claim has been asserted by a Claimant.

11.02 Mandatory Procedures. Claimant may not initiate any proceeding before any judge, jury, arbitrator or any judicial or administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in *Section 11.08* below, a Claim must be resolved by binding arbitration. Unless otherwise approved by Members holding eighty percent (80%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a law firm or attorney to prosecute a Claim against the Golf Club, Social Club, Golf Club Owner, or Social Club Owner.

11.03 Claim Affecting Common Areas. In accordance with *Section 3.16* of this Tract Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a claim relating to the design or construction of Improvements on a Lot (whether one or more). Additionally, no Lot Owner shall have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area or Benefited Common Area. Each Owner, by accepting an interest in or to title to a Lot, hereby grants to the Association the exclusive right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area and/or Benefited Common Area. In the event the Association asserts a Claim related to the Common Area and/or Benefited Common Area, as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim related to the Common Area, the Association must:

(a) Obtain Owner Approval of Engagement.

The requirements related to Owner approval set forth in this Section 11.03(a) are intended to ensure that the Association and the Owners approve and are fully informed of the financial arrangements between the Association and a law firm or attorney engaged by the Association to prosecute a Claim relating to the design or construction of the Common Area or Benefited Common Area. The engagement agreement between the Association and the law firm or attorney may include requirements that the Association pay costs, fees, and expenses to the law firm or attorney which will be paid through Assessments levied against Owners. The financial agreement between the Association and the law firm or attorney may also include obligations related to payment, and the conditions and circumstances when the payment obligations arise, if the relationship between the Association and the law firm or attorney is terminated or if the Association agrees to settle the Claim. In addition, the financial arrangement between the Association and the law firm or attorney may include additional costs, expenses, and interest charges. This financial obligation can be significant. The Board may not engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area or Benefited Common Area or execute a written agreement between the Association and a law firm or attorney for the purpose of prosecuting a Claim relating to the design or construction of Common Area or Benefited Common Area unless the law firm or attorney and the financial arrangements between the Association and the law firm or attorney are approved by the Owners in accordance with this Section 11.03(a).

Unless otherwise approved by Members holding eighty percent (80%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area or Benefited Common Area if the agreement between the Association and law firm or attorney includes any provision or requirement that would obligate the Association to pay any costs, expenses, fees, or other charges to the law firm or attorney, including but not limited to, costs, expenses, fees, or other charges payable by the Association: (i) if the Association terminates the engagement with the law firm or attorney or engages another firm or third-party to assist with the Claim; (ii) if the Association agrees to settle the Claim for a cash payment or in exchange for repairs or remediation performed by the Respondent or any other third-party; (iii) if the Association agrees to pay interest on any costs or expenses incurred by the law firm or attorney; and/or (iv) for consultants, expert witnesses, and/or general contractors hired by the law firm or attorney. For avoidance of doubt, it is intended that Members holding eighty percent (80%) of the votes in the Association must approve the law firm and attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney.

The approval of the Members required under this *Section 11.03(a)* must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of Member meeting will be provided pursuant to the Bylaws but the notice must also include: (a) the name of the law firm and attorney; (b) a copy of the proposed written agreement between the Association and the law firm and/or attorney; (c) a narrative summary of the types of costs, expenses, fees, or other charges that may be required to be paid by the Association; (d) the conditions upon which such types of costs, expenses, fees, or other charges are required to be paid by the Association; (e) an estimate of the costs, expenses, fees, or other charges that may be required to be paid by the Association if the conditions for payment occur, which estimate shall be expressed as a range for each type of cost, expense, fee, or other charge; and (f) a description of the process the law firm and/or attorney will use to evaluate the Claim and whether destructive testing will be required (i.e., the removal of all or portions of the Common Area, Benefited Common Area, or Improvements on the Annexable Land or Subject Property). If destructive testing will be required or is likely to occur, the notice shall include a description of the destructive testing, likely locations of the destructive testing, whether use of the Common Area or Benefited Common Area will be affected by such testing, and if the destructive testing occurs the means or method the Association will use to repair the Common Area or Benefited Common Area affected by such testing and the estimated costs thereof. The notice required by this paragraph must be prepared and signed by a person other than the law firm or attorney who is a party to the proposed agreement being approved by the Members. In the event Members holding eighty percent (80%) of the votes in the Association approve the law firm and/or attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney, the Board shall have the authority to engage the law firm and/or attorney and enter into the written agreement approved by the Members.

(b) Provide Notice of the Inspection. As provided in *Section 11.03(c)* below, a Common Area Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Common Area Report, the Association must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Common Area Report, the specific Common Areas and/or Benefited Common Areas to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

(c) Obtain a Common Area Report.

The requirements related to the Common Area Report set forth in this Section 11.03(c) are intended to provide assurance to the Claimant, Respondent, and the Owners

that the substance and conclusions of the Common Area Report and recommendations are not affected by influences that may compromise the professional judgement of the party preparing the Common Area Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Common Area Report is compromised.

Obtain a written independent third-party report for the Common Area and/or Benefited Common Area (the "**Common Area Report**") from a professional engineer licensed by the Idaho Board of Licensure of Professional Engineers and Professional Land Surveyors with an office located in Ada County, Idaho (the "**Inspection Company**"). The Common Area Report must include: (i) a description with photographs of the Common Area and/or Benefited Common Area subject to the Claim; (ii) a description of the present physical condition of the Common Area and/or Benefited Common Area subject to the Claim; (iii) a detailed description of any modifications, maintenance, or repairs to the Common Area and/or Benefited Common Area performed by the Association or a third-party, including any Respondent; and (iv) specific and detailed recommendations regarding remediation and/or repair of the Common Area and/or Benefited Common Area subject to the Claim. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Common Area Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Ada County, Idaho, and each such contractor providing the estimate must hold all necessary or required licenses from the Idaho Contractors Board or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Common Area Report must be obtained by the Association. The Common Area Report will not satisfy the requirements of this Section and is not an "independent" report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Association or proposes to represent the Association; (b) the costs and expenses for preparation of the Common Area Report are not required to be paid directly by the Association to the Inspection Company at the time the Common Area Report is finalized and delivered to the Association; or (c) the law firm or attorney that presently represents the Association or proposes to represent the Association has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Association's agreement with the law firm or attorney) the Association for the costs and expenses for preparation of the Common Area Report. <u>For avoidance of doubt, an "independent" report means that the Association has</u>

independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Association will directly pay for the report at the time the Common Area Report is finalized and delivered to the Association.

(d) Provide a Copy of Common Area Report to all Respondents and Owners. Upon completion of the Common Area Report, and in any event no later than three (3) days after the Association has been provided a copy of the Common Area Report, the Association will provide a full and complete copy of the Common Area Report to each Respondent and to each Owner. The Association shall maintain a written record of each Respondent and Owner who was provided a copy of the Common Area Report which will include the date the report was provided. The Common Area Report shall be delivered to each Respondent by hand-delivery and to each Owner by mail.

(e) Provide a Right to Cure Defects and/or Deficiencies Noted on Common Area Report. Commencing on the date the Common Area Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Common Area Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Common Area Report; and (iii) correct any condition identified in the Common Area Report. As provided in *Section 9.05* above, the Declarant has an easement throughout the Tract for itself, VMC Declarant, and their successors, assigns, architects, engineers, other design professionals, each Homebuilder, Residential Developer other builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Common Area Report.

(f) Hold Owner Meeting and Obtain Approval. In addition to obtaining approval from Members for the terms of the attorney or law firm engagement agreement, the Association must obtain approval from Members holding eighty percent (80%) of the votes in the Association to provide the Notice described in *Section 11.05*, initiate the mandatory dispute resolution procedures set forth in this *Article 11*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association

may be liable as a result of prosecuting the Claim; (v) a summary of the steps previously taken by the Association to resolve the Claim; (vi) a statement that initiating the lawsuit or arbitration proceeding to resolve the Claim may affect the market value, marketability, or refinancing of a Lot while the Claim is prosecuted; and (vii) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not (a) the attorney who represents or will represent the Association in the Claim; (b) a member of the law firm of the attorney who represents or will represent the Association in the Claim; or (c) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 11.05*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

(g) Provide Officer Certification. Within ten (10) days after a vote of Members called pursuant to this *Article 11*, the secretary or another officer of the Association will provide to Declarant and any Respondent (if different than Declarant): (i) a true and correct copy of the meeting notice provided to Members, for the meeting at which such vote was taken; (ii) copies of the ballots cast at such meeting (whether in person, electronic, or by proxy); (iii) a certification, executed by the issuing officer of the Association that: (a) the information set forth in (i) and (ii) hereinabove is true and correct; (b) the meeting notice provided to Members was provided in accordance with this *Article 11*; and (c) the vote was held in accordance with the Bylaws and this *Article 11*.

11.04 Claim by Lot Owners. Pursuant to *Section 11.03* above, an Owner does not have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area or Benefited Common Area. In the event that a court of competent jurisdiction or arbitrator determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area or Benefited Common Area, such Owner shall be required, since a Claim affecting the Common Area and/or Benefited Common Area could affect all Owners, as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, to comply with the requirements imposed by the Association in accordance with *Section 11.03(b)* (Provide Notice of Inspection), *Section 11.03(c)* (Obtain a Common Area Report), *Section 11.03(d)* (Provide a Copy of Common Area Report to all Respondents and Owners), *Section 11.03(e)* (Provide Right to Cure Defects and/or Deficiencies Noted on Common Area Report), *Section 11.03(f)* (Owner Meeting and Approval), *Section 11.03(g)* (Officer Certification),

and *Section 11.05* (Notice). Additionally, class action proceedings are prohibited, and no Owner shall be entitled to prosecute, participate, initiate, or join any litigation, arbitration or other proceedings as a class member or class representative in any such proceedings under this Tract Declaration.

11.05 Notice. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. If a Claim is subject to Idaho Code §§ 6-2501--2504, the Claimant and Respondent are advised, in addition to compliance with *Section 11.06*, to comply with the terms and provisions of Idaho Code §§ 6-2501--2504. Failure to comply with the time periods or actions specified in Idaho Code §§ 6-2501--2504 could affect a Claim if the Claim is subject thereto. The one hundred and twenty (120) day period for mediation set forth in *Section 11.07* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 11.07* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) if the Claim relates to the design or construction of the Common Area, a true and correct copy of the Common Area Report and any and all other reports, studies, analyses, and recommendations obtained by the Association related to the Common Area and/or Benefited Common Area; (b) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (c) if the Claim relates to the design or construction of the Common Area and/or Benefited Common Area, reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved the law firm and attorney and the written agreement between the Association and the law firm and/or attorney in accordance with *Section 11.03(a)*; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 11.03(f)* above; and (e) reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Common Areas and/or Benefited Common Areas, the Notice will also include a true and correct copy of the Common Area Report.

11.06 Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Annexable Land or Subject Property, then at such meeting or at some other mutually-agreeable

time, Respondent and Respondent's representatives will have full access to the Annexable Land or Subject Property that is subject to the Claim for the purposes of inspecting the Annexable Land or Subject Property.

11.07 Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the thirty (30) day period, Respondent will submit the Claim to mediation in accordance with this *Section 11.07*. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, Respondent or Claimant may initiate arbitration proceedings in accordance with *Section 11.08*.

11.08 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 11.08*.

(a) Governing Rules. If a Claim has not been resolved after mediation in accordance with *Section 11.07*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 11.08* and the American Arbitration Association (the "**AAA**") Construction Industry Arbitration Rules and Mediation Procedures and, if applicable, the rules contained in the AAA Supplementary Procedures for Consumer Related Disputes, as each are supplemented or modified by the AAA (collectively, the Construction Industry Arbitration Rules and Mediation Procedures and AAA Supplementary Procedures for Consumer Related Disputes are referred to herein as the "**AAA Rules**"). In the event of any inconsistency between the AAA Rules and this *Section 11.08*, this *Section 11.08* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

(b) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(c) One arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(d) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(e) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 11.08* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(f) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 11.08*.

(g) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 11.08* and subject to *Section 11.09* below; provided, however, attorney's fees and costs may not be awarded by the arbitrator to either Claimant or Respondent. In all arbitration proceedings, the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Idaho law; (ii) conclusions of law that are erroneous; (iii) an error of Applicable Law; or (iv) a cause of action or remedy not expressly provided under Applicable Law. In no event may an arbitrator award speculative, special, exemplary, treble, consequential, or punitive damages for any Claim.

(h) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration. Arbitration proceedings hereunder shall be conducted in Ada County, Idaho. Unless otherwise provided by this *Section 11.08*, the arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal

Rules of Civil Procedure, the Idaho Rules of Civil Procedure and Applicable Law. Claimant and Respondent agree to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law. In no event shall Claimant or Respondent discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

11.09 Allocation Of Costs. Notwithstanding any provision in this Tract Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

11.10 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

11.11 Period of Limitation. The exclusive period of limitation for any of the Parties to bring any Claim is the applicable statute of limitations for such Claim under Applicable Law.

11.12 Funding the Resolution of Claims. The Association must levy a Special Assessment to fund the estimated costs to resolve a Claim pursuant to this *Article 11*. The Association may not use its annual operating income or reserve funds to fund the costs to resolve a Claim unless the Association has previously established and funded a dispute resolution fund.

11.13 Severability. The provisions of this Article shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion herein shall not affect the validity or enforceability of any other provision or portion herein.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date the foregoing instrument is Recorded.

DECLARANT:

M3 ID Valor Golf Villas, LLC,
an Arizona limited liability company

By: M3 Builders, LLC,
an Arizona limited liability company
its authorized representative

By: The M3 Companies, LLC,
an Arizona limited liability company
its sole member

By: _____
William I. Brownlee, Manager

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on ____ day of _____, 20_____, by William I. Brownlee, Manager of The M3 Companies, LLC, an Arizona limited liability company, sole member of M3 Builders, LLC, an Arizona limited liability company, authorized representative of M3 ID Valor Golf Villas, LLC, an Arizona limited liability company, on behalf of said limited liability companies.

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

ACKNOWLEDGED AND AGREED

VMC DECLARANT:

M3 ID Falcon Crest, LLC,
an Arizona limited liability company

By: M3 Builders, LLC,
an Arizona limited liability company
its authorized representative

By: The M3 Companies, LLC,
an Arizona limited liability company
its sole member

By: _____
William I. Brownlee, Manager

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on ____ day of _____, 20_____, by William I. Brownlee, Manager of The M3 Companies, LLC, an Arizona limited liability company, sole member of M3 Builders, LLC, an Arizona limited liability company, authorized representative of M3 ID Falcon Crest, LLC, an Arizona limited liability company, on behalf of said limited liability companies.

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

CONSENT AND SUBORDINATION

The undersigned, _____, _____ of _____, is the owner and holder of a lien with respect to a portion of the Annexable Land as described in the attached and foregoing Tract Declaration (hereinafter referred to in this paragraph as the **"Tract Declaration"**) under a Deed of Trust recorded in the Official Records of Ada County, Idaho at Document No. _____, as may be modified and amended (the "**Deed of Trust**"), by joining herein, hereby: (i) consents to the execution, delivery and recording of the attached and foregoing Tract Declaration; (ii) subordinates the lien of the Deed of Trust and all other liens securing payment of the indebtedness described therein to the provisions of such Tract Declaration with the same effect as if such Tract Declaration had been executed, delivered and recorded prior to execution, delivery and recording of such Deed of Trust, except that that the lien of the Deed of Trust shall remain superior to the assessment lien created under the Tract Declaration in all events; and (iii) agrees that, notwithstanding any foreclosure of the Deed of Trust (or conveyance in lieu thereof), such Tract Declaration and all rights therein described, shall continue unabated, in full force and effect.

EXECUTED this _____ day of _____, 20_____ by:

_____

By:_____
Its:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me _____, 20_____ by _____, the _____ of _____, an Idaho _____, on behalf of such _____.

Notary:_____
Print Name:_____
Notary Public, State of_____
My commission expires:_____

COMMITMENT TO PROPERTY POSTING

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

KUNA Planning & Zoning

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

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City of Kuna Planning and Zoning Department no later than seven (7) days prior to the public hearing, attesting to where and when the sign(s) were posted. Unless such certificate is received by the required date, the hearing will be continued.

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

Print Name: Wendy Shrief

Signature: Wy 9L Date: 5/1/21

EXECUTIVE SUMMARY

M3 Companies is proposing to develop Phase 3 of the Falcon Crest Subdivision, located on the east side of Cloverdale Road, between Deer Flat Road and Kuna Road, in Kuna, Idaho. Phase 3 includes the buildout of 215 single-family housing units and 64 homes targeted toward senior active adults within approximately 77 acres of land. Access is proposed via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 279 homes are located east of the access road and will be nestled within the existing golf course. This phase is labeled as Golf Villages C, D, and E in the illustration within the subdivision's master plan, provided in the *Falcon Crest Subdivision Transportation Impact Study* and Figure 2. Full buildout of Phase 3 is expected in the year 2025.

The master plan for the Falcon Crest Subdivision development will ultimately encompass approximately 567 acres and is anticipated to include approximately 1,732 active adult homes, 591 single-family houses, and some supporting commercial uses. Phase 1 has been approved for 409-unit senior active-adult residential housing units. Phase 1 includes a private roadway connection to Cloverdale Road, south of the existing Falcon Crest Golf Course access road, with a gated entrance into the development. Phase 2 has been approved and includes the buildout of 115 single-family housing units within 32 acres of land. Access will be via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 115 homes are located north of the access road and will be nestled within the existing golf course. Phases 1 and 2 have been included as background developments in this transportation impact study (TIS).

This TIS for Phase 3 of the development is in fulfillment of Falcon Crest's Site-Specific Condition of Approval #11, which requires an updated traffic impact study with each preliminary phase application.

FINDINGS

Existing Conditions

- The study evaluated five intersections during the AM and PM peak hour of a typical weekday (Tuesday – Thursday).
- All study intersections were found to operate at LOS D or better and all lane groups at V/C 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
    - **Cloverdale Road/Amity Road:** This intersection operates with a V/C ratio of 0.93 and the critical westbound-through/right lane group operates with a V/C ratio of 1.07 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). An interim mitigation is to add a westbound right-turn lane.

- **Cloverdale Road/Lake Hazel Road:** The westbound through/right movement operates at LOS F and V/C ratio of 1.05 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
- **Kuna Road/Meridian Road (SH-69)**: The northwest-bound left-turning movement is projected to operate at LOS F and a V/C ratio of 1.05. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69.

- All ACHD study roadway segments operate at acceptable levels of service, with the exception of the following segment:
  - **Cloverdale Road (Amity Road – Lake Hazel Road):** Mitigation requires widening to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
- Crash data at the study intersections for the most recent five years (2015-2019) was analyzed for any existing crash trends, below are the findings:
  - Study intersections averaged less than four reported crashes per year, with no crashes reported at the Cloverdale Road & Golf Course Access Road intersection.
  - Angle crashes were the most common crash type, accounting for 48% of reported crashes, which is typical for unsignalized intersections on rural roadways.
  - There were no fatality crashes reported, however, injuries were reported in approximately 37% of crashes.

Year 2025 Background Traffic Conditions

- Year 2025 background traffic volumes were forecasted assuming buildout of Phases 1 and 2 and a 2.5% compounded annual growth rate for background traffic volumes, consistent with the growth rate used in the previous *Falcon Crest Subdivision TIS*.
- The following roadway segments and intersections are planned to be completed in the 2025 buildout year:
  - **Cloverdale Road/Amity Road**: Reconstruct the intersection as a multi-lane roundabout. (IFYWP #IN205-16, construction 2025).
  - **Cloverdale Road/Lake Hazel Road:** Widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road. (IFYWP #IN205-34, construction 2024).
  - **Cloverdale Road (Amity Road – Victory Road)**: Widen to five lanes. (IFYWP #104170, construction 2025).

- Year 2025 background traffic analysis (without inclusion of site-generated trips) found that all study intersections will operate at LOS D or better and all lane groups at V/C ratio 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
    - **Cloverdale Road/Amity Road:** Similar to existing conditions, the intersection V/C ratios exceed the ACHD thresholds. Overall intersection V/C ratios are 0.96 and 0.91 during the weekday AM and PM peak hours respectively. The critical westbound-through/right lane group operates with a V/C ratio of 1.03 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
    - **Cloverdale Road/Lake Hazel Road:** Similar to existing conditions, the westbound through/right movement operates at LOS F and a V/C ratio of 1.09 which exceeds 1.0 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
    - **Kuna Road/Meridian Road (SH-69)**: Similar to existing conditions, the northwest-bound left-turning movement is projected to operate at LOS F and the V/C ratio exceeds both ACHD and ITD thresholds with a V/C ratio of 1.30 in the weekday PM peak hour. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69 which mitigates the V/C ratio but still results in the north-westbound left-turn operating at LOS E during the weekday PM peak hour.
- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segment:
    - **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing conditions, widening to five lanes is needed. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
    - **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. There are approximately 100 AM peak hour directional trips remaining on this segment. Widening to three lanes with the addition of a center turn lane is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP. It is recommended that this improvement take place sooner to maintain an acceptable level of service on this segment.

Trip Generation and Distribution

- Phase 3 of the proposed Falcon Crest Subdivision will include approximately 215 single-family housing units and 64 homes targeted toward active adults.
- Upon buildout in year 2025, the Phase 3 development is estimated to generate a total of 2,483 daily trips, 186 weekday AM peak hour trips (49 inbound / 137 outbound), and 246 weekday PM peak hour trips (154 inbound / 92 outbound).
- The distribution pattern for site-generated trips was based on a review of the roadway system, trip destinations, the COMPASS regional travel demand model area of impact modeling results, and the distribution for previous phases.

Year 2025 Total Traffic Conditions

- With the inclusion of site-generated trips, all study intersections and lane groups are expected to continue to operate acceptably with the exception of the following intersections:
    - **Cloverdale Road/Amity Road**: This intersection continues to exceed ACHD policy LOS thresholds. The westbound-through/right lane group is projected to have a V/C ratio of 1.04 and the northbound through is projected to have V/C ratio of 1.01 during the AM peak hour. Additionally, the southbound through/right lane group is projected to have a V/C ratio of 1.05 during the weekday PM peak hour. The overall V/C ratios for the intersection is projected to be 0.99 and 0.94 during the weekday AM and PM peak hours, respectively, which exceeds the ACHD policy of 0.90.
        - The intersection is projected to operate acceptably in the shoulder peak hours.
        - A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
        - The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP) which mitigates the intersection.
        - The site generated traffic is estimated to be approximately 2.9 percent and 3.3 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
    - **Cloverdale Road/Lake Hazel Road:** This intersection continues to exceed ACHD policy LOS thresholds. The westbound through/right movement operates at LOS F and is projected to have a V/C ratio of 1.12 during the AM peak hour.
        - The intersection is projected to operate acceptably in the shoulder peak hours.
        - A westbound right-turn lane could also be considered for an interim mitigation.

- This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34) which mitigates the intersection.
- The site generated traffic is estimated to be approximately 4.5 percent and 5.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

o **Kuna Road/Meridian Road (SH 69)**: This intersection continues to exceed ACHD and ITD LOS thresholds. The northwest-bound left-turn lane group on Kuna Road is projected to operate at LOS F with a V/C ratio of 1.38. As described in the existing conditions summary, this intersection is estimated to meet warrants for installation of a traffic signal. The northwest-bound left-turning movement is projected to also exceed capacity in the shoulder PM peak hour.

- The northwest-bound movement is projected to continue to exceed capacity in the shoulder peak hours.
- With a short section of two-way-left-turn lane to allow a two-stage left-turn from Kuna Road, the intersection will meet ACHD and ITD V/C policy, but the left-turn from Kuna Road will operate at LOS F in the PM peak hour which does not meet ITD policy.
- ITD is conducting a corridor study for SH-69 that is currently recommending an RCUT at this intersection which will eliminate the left-turn from Kuna Road and utilize a median U-turn at a location to the north to serve that movement.
- The site generated traffic is estimated to be approximately 2.3 percent and 2.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- One unsignalized intersection meets ACHD policy but operates at LOS D or worse:

o **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the PM peak hour but is over the LOS D threshold for evaluation of signal warrants. This intersection is planned to be improved to a multilane roundabout between year 2036 and 2040 per the ACHD 2020-2040 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segments:

o **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing and background traffic conditions, widening to five lanes is needed. This segment is programmed

currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.

- This segment also does not meet the ACHD policy thresholds for the shoulder peak hours.
- The site generated traffic is estimated to be approximately 4.2 percent and 4.6 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. Widening to three lanes is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
  - This segment does meet the ACHD policy thresholds for the shoulder peak hours.
  - The segment thresholds are approximately 100 weekday AM peak hour trips and 133 weekday PM peak hour trips above the existing traffic volumes.
  - The need for widening is estimated to occur in approximately 2023 at which time approximately 172 Phase 3 residential homes would be completed.
  - The site generated traffic is estimated to be approximately 8.6 percent and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Site Access Evaluation

- The intersection and lane groups of Cloverdale Road/Golf Course Access intersection and the two Internal Roundabouts are expected to operate acceptably with Phase 3 buildout of the site during the AM and PM peak hours.
- The daily traffic on the internal streets is projected to be under the ACHD policy thresholds with the exception of the following segments:
  - **Golf Course Access Road (Cloverdale to Phase 2 Access):** The collector roadway is expected to carry approximately 4,200 daily trips which is above the ACHD policy threshold of 3,000 daily trips on a collector that provides a single access to a development. While a secondary local street access to Cloverdale Road will be provided with Phase 1, it will be a gated access for the residents of Phase 1 and therefore is assumed to not meet the ACHD policy for a second access since it will not be available for Phase 2 and Phase 3 traffic.
    - The next phase of the development is planned to include an additional public street connection back to Kuna Road which will provide the necessary secondary access.

- The 3,000 daily trip limit is expected to occur in approximately 2022 with the addition of 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently as they are expected to occur.

o **Phase 3 Access Road:** The local road that will access Phase 3 is projected to carry the approximately 2,485 daily trips generated by this phase of the development, which is in excess of the ACHD standard of 2,000 daily trips on a local street and 1,000 daily trips on a local street being a single access to a development. Mitigation would require addition of another connection from the east-west collector to the new neighborhood. The following should be considered in determining whether a second access is necessary:

- A secondary fire access will be provided.
- If the Phase 3 access road remains a local street with a maximum allowable daily trip threshold of 2,000, approximately 224 units could be completed prior to reaching the daily trip threshold.
  - Given the lot sizing and target buyer of a golf course community, trips on this roadway may be lower than projected due to the assumption that all of the single family homes will be similar to a typical suburban home is likely conservative and many homes will have a lower trip generation similar to a senior detached home.
- ACHD staff have indicated that these local roadways in Phase 3 could potentially be private streets.

- The results from the turn lane warrant analysis found the following:

  o **Cloverdale Road/Golf Course Access**: The existing southbound left-turn lane was identified in needing to be improved to meet current ACHD criteria. This improvement has already been conditioned on Phase 2 by ACHD.

- The results from the queuing analysis found that the 95th percentile queue lengths can be accommodated at the proposed site accesses, with expected queues of one vehicle.
- The intersection sight distance was reviewed, finding that intersection sight distance is available at the Cloverdale Road & Golf Course Access Road.
- The proposed Phase 3 site access is approximately 900 feet from the Golf Course Access Road which meets the ACHD access spacing on collector streets of 150 feet from stop-controlled intersections and 330 feet between local street intersections.
- A review of the site plan identified proposed golf cart path crossings of the local streets in Phase 3, some of which are near intersections and some away from intersections. Intersection sight distance should be provided at these locations and it either placing the crossings at intersections or far enough away from the intersections to be considered mid-block.

RECOMMENDATIONS

Based on the findings and conclusions, recommendations are provided for the buildout of Phase 3 of the Falcon Crest Development.

Existing (2021) Conditions Needs

- **Cloverdale Road/Amity Road**: Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2025 are not constructed.
    - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road/Lake Hazel Road**: Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2024 are not constructed.
    - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - The site generated traffic is estimated to be approximately 4.5 and 5.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Kuna Road/Meridian Road (SH-69)**: Addition of a center turn lane refuge area for north-westbound left-turns or signalization should be considered prior to corridor improvements by ITD.
    - The site generated traffic is estimated to be approximately 2.3 and 2.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road (Amity Road – Lake Hazel Road):** Widen to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
    - The site generated traffic is estimated to be approximately 4.2 and 4.6 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.

Year 2025 background Conditions

- Make improvements identified under existing conditions.
- In addition to the improvements required under existing conditions the following improvements are recommended:
    - **Cloverdale Road/Amity Road**: Widen to provide an additional southbound right turn lane in addition to the westbound right turn lane required under existing conditions if intersection improvements planned by ACHD in 2025 are not constructed.
        - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
        - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
    - **Cloverdale Road (Lake Hazel Road – Columbia Road):** Widen to three lanes if interim widening is deemed necessary. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
        - The site generated traffic is estimated to be approximately 8.6 and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
        - The segment meets ACHD segment volume thresholds during the shoulder peak hours under 2025 total traffic conditions and therefore ACHD policy may allow for mitigation to include an improvement within the vicinity of the site as mitigation. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the weekday PM peak hour but is projected to meet signal warrants based on the ACHD policy to evaluate signal warrants if LOS is D or worse. Therefore, a signal is expected to be needed beyond buildout of this project phase. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Phase 3 Site Specific Recommendations

- Golf Course Road Collector

- Plan for connection of collector system to Kuna Road as part of future phases to address the ACHD 3,000 daily trip threshold for a single collector street access.
    - The connection is needed with the addition of approximately 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently

- Phase 3 Local Access Road
    - Coordinate with the City of Kuna and ACHD to ensure the number homes is acceptable due to the projected trips exceeding the ACHD local street threshold of 2,000. If necessary, monitor traffic volumes after completion of approximately 224 residential units to identify if the remaining homes can be completed withing the 2,000 daily traffic threshold. ACHD has indicated designation as private street may also be an option.
- Cloverdale Road & Golf Course Access Road
    - Improve the existing two-way left-turn as already conditioned on Phase 2.
- Phase 3 Internal Roundabout
    - Construct the single-lane internal roundabout at its proposed location, with one entry and exit lane for each approach.
- Golf cart path crossings
    - Provide a delineated crossing with approach signage.
    - Review crossing locations with ACHD to ensure they are either at designated intersections or sufficient distance from existing intersections.
- The following recommendations have been identified to ensure adequate sight distance at site access points, the internal roundabout, and internal roadways.
    - Remove miscellaneous vegetation and potential obstructions along Cloverdale Road as necessary to obtain and maintain adequate intersection sight distance.
    - Shrubbery and landscaping near the internal intersections and the site access point should be maintained to ensure adequate sight distance.
    - If future widening occurs along Cloverdale Road, utility poles should be set back outside of the sight lines.

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

Planning & Zoning Department

Agency Notification

July 19, 2021

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

File Number & Case Name:	21-04-S (Preliminary Plat) – Falcon Crest Golf Villages Subdivision
Project Description	Wendy Shrief of J-U-B Engineers, on behalf of M3 Companies, LLC, requests preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots, 43 common lots, and 18 common driveway lots, within an R-6 (Medium Density Residential) zone. (APN: S1422110300). Section 22, Township 2 North, Range 1 East.
Site Location	Near the Northeast Corner (NEC) of Cloverdale and Kuna Roads, Kuna 83634. At the Falcon Crest Golf Course.
Applicant	**Mark Tate, Falcon Crest Club Partners** 546 LBJ Freeway Dallas, TX. 75240 Mtate@m3companiesllc.com
Representative	**Wendy Shrief, J-U-B Engineers** 2760 W Excursion Lane, Suite 400 Meridian, ID 83642 208.376.7330 wshrief@jub.com
***Tentative* Public Hearing Date**	Tuesday, **September 28, 2021** 6:00 PM Council Chambers within Kuna City Hall, located at 751 W. 4th Street, Kuna, ID 83634
Staff Contact	Troy Behunin, Planner III Kuna P&Z Department 208.922.5274 TBehunin@kunaid.gov

Enclosed is information to assist you with your consideration and response. All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. **If your agency needs different or additional information to review and provide comments please notify our office and they will be sent to you.** If your agency needs additional time for review, please let our office know as soon as possible. *No response within 15 business days will indicate you have no objection or comments for this project.*

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

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

Brady Barroso
Engineering Technician I

PRELIMINARY PLAT MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**18 August 2021**	
RE:	**Public Works Comments**	
	Falcon Crest Golf Village Subdivision – 21-04-S (Preliminary Plat)	

The Falcon Crest Golf Village Subdivision, located on the northeast corner of S Cloverdale Rd and E Kuna Rd, dated 19 July 2021 has been reviewed. This review is based on land use as allowed or permitted in "R-6 and R-12" zones. This application encompasses 86.03 acres. This application contains a total of 291 single-family residential lots, 43 common lots, and 18 common driveway lots. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

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

1) Inspection Fees

a) An inspection fee will apply to inspect the final construction of water, sewer, and irrigation facilities associated with this development.

b) The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City.

c) The developer's engineer and the City's inspector are permitted to coordinate inspections. The current inspection fee is $1.00 per lineal foot of sewer, water, and pressure irrigation pipe. *Payment is due and payable prior to the pre-construction meeting.*

d) The Kuna Rural Fire District's current hydrant flow testing and plat base fee are $300.00 and $75.00 respectively for a total of $375.00. *Payment is due and payable prior to the pre-construction meeting.*

2) General

a) The Falcon Crest Village Subdivision consists of 86.03 acres with City of Kuna R-6 and R-12 zoning designation.

b) Equivalent Dwelling Units (EDUs) are reckoned at approximately 3.18 people per household. The resultant projected population for this subdivision is approximately 926. This makes the realized density approximately 11 people per acre.
c) The preliminary plat shows two (2) total accesses to the subdivision, one (1) off of W Tiercel Drive, and one (1) off of W Harrier Drive.
d) At least two access point are required in Phase I per Kuna Rural Fire District (KRFD).
e) Two fire apparatus (and emergency vehicle) access roads are required if the development exceeds 30 dwelling units, per Fire Code of Idaho section D107.1. *The northeast section of the development may need adjustment to stay in compliance.*
f) Dead ends shall be in accordance with Fire Code of Idaho section D103.4.
g) No cul-de-sac streets greater than 700-ft in length in accordance with the Development Agreement code rewrite. There are cul-de-sac streets longer than agreed maximum length and this will need to addressed.
h) A plan approval letter will be required if this project affects any local irrigation districts.
i) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
j) Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
k) All positional information shall be from the most recent state plane coordinate system.
l) Provide engineering certification on all final engineering drawings.
m) The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrance of the subdivision, at intersections, and at every 250' interval. Streetlights should coincide with Fire Hydrants whenever possible.
n) Kuna Rural Fire District (KRFD) requires fire hydrants at 500' intervals.

3) Right-of-Way

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

4) Sanitary Sewer Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected sewer load. City Code 6-4-2-B.14 requires the subdivision to connect to the City sewer system. City code 5-16-3-B.2 states public sewer utilities shall be extended to each parcel when sewer is available within three hundred (300) feet of the parcels.
b) There is sewer mainline headed northeast on the south side of W Tiercel Drive. The sewage flows to Orchard Lift Station, which has available capacity.
c) All sewer infrastructure must meet or exceed City of Kuna requirements.

d) Sewer flow models will be required to verify pipe sizes.
e) Sewer connection fees apply to each lot containing a home or other facility.
f) All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality requirements. Documentation shall be provided to the City of Kuna.
g) This application shall conform to the sewer masterplan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5) Potable Water Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected water demand. City Code 6-4-2-B.23 requires the subdivision to connect to the City water system. City code 5-16-3-B.2 states public water utilities shall be extended to each parcel when water is available within three hundred (300) feet of the parcels.
b) There is water mainline headed North on the South side of W Tiercel Drive.
c) All water infrastructure must meet or exceed City of Kuna requirements.
d) Water flow models will be required to verify adequate water supply and fire suppression.
e) Water connection fees apply to each lot containing a home or other facility.
f) All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.
g) This application shall conform to the water master plan as applicable.
h) Fire hydrants are required in a layout acceptable to the KRFD.

6) Pressurized Irrigation

a) The applicant's property is not connected to the City's pressurized irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
b) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
c) There is PI mainline south of the site, south on W Tiercel Drive.
d) Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.

7) Grading and Storm Drainage

a) Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
b) The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
c) Sidewalks, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.
d) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
e) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.

f) Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the City's Civil Engineering Construction Improvements Review.

8) As-Built Drawings

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

Project/File: **Falcon Crest Golf Villages/ KPP21-0007/ 21-04-S**
This is a preliminary plat application to allow for the development of a 352-lot residential subdivision on 114-acres. The site is located south of Hubbard Road and on the east side of Cloverdale Road at the Falcon Crest Golf Course.

Lead Agency: City of Kuna

Site address: S. Cloverdale Road
(S1422110300)

Staff Approval: November 5, 2021

Applicant: Mark Tate
Falcon Crest Club Partners
546 LBJ Freeway
Dallas, TX 75240

Representative: Wendy Shrief
JUB Engineers
2760 W. Excursion Lane, Ste 400
Meridian, ID 83642

Staff Contact: Dawn Battles, Planner II
Phone: 387-6218
E-mail: dbattles@achdidaho.org

A. Findings of Fact

1. **Description of Application:** The applicant is requesting preliminary plat approval to allow for the development of a 352-lot residential subdivision consisting of 291 single family residential lots, 43 common lots and 18 common driveway lots. This is the third phase of a multi-phase development anticipated to be constructed over the next 20 years.

   The site is zoned R-6 (Medium Density Residential) and is consistent with the City of Kuna's future land use map which designates this area as mixed-use.

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

Direction	Land Use	Zoning
North	Medium Density Residential	R-6
South	Medium Density Residential & High Density Residential	R-6 & R-12
East	Medium Density Residential & Rural Residential (Ada County)	R-6 & RR
West	Medium Density Residential & High Density Residential	R-6 & R-12

3. **Site History:** ACHD previously reviewed this site as a portion of the Falcon Crest Master Plan Community in September 2018. The requirements of this staff report have been updated to reflect current District policies and the site plan. The proposed subdivision is phase 3 of the Falcon Crest Master Plan.

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

   - Falcon Crest Clubhouse, a 3-lot subdivision consisting of 1 commercial lot for a clubhouse, 1 private road lot and 1 common lot, located southwest of and directly adjacent to the site and was approved by ACHD in June 2021.
   - Robinhood, a 137-lot residential subdivision consisting of 116 single family residential lots and 21 common lots on 37-acres, located west of and directly adjacent to the site west and was approved by ACHD in September 2019.
   - Falcon Crest Subdivision (Phase 1 of Falcon Crest Master Plan), consisting of 409 single family residential lots and 1 commercial lot is located the south of the site and was approved by ACHD in December 2018.

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

6. **Pathway Crossings:** United States Access Board R304.5.1.2 Shared Use Paths. In shared use paths, the width of curb ramps runs and blended transitions shall be equal to the width of the shared use path.

   AASHTO's Guidelines for the Development of Bicycle Facilities 5.3.5 Other Intersection Treatments: The opening of a shared use path at the roadway should be at least the same width as the shared use path itself. If a curb ramp is provided, the ramp should be the full width of the path, not including any flared sides if utilized. . . . Detectable warnings should be placed across the full width of the ramp.

   FHWA's "Designing Sidewalks and Trails for Access" (1999) reflected common ADA-related concepts: Chapter 6, Page 16-6: The width of the ramp should be at least as wide as the average width of the trail to improve safety for users who will be traveling at various speeds. In addition, the overall width of the trail should be increased, so the curb ramp can be slightly offset to the side. The increased width reduces conflict at the intersection by providing more space for users at the bottom of the ramp.

7. **New Center Lane Miles:** The proposed development includes 0.4 centerline miles of new public road.

8. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

9. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**

   - Cloverdale Road is scheduled in the IFYWP to be widened to 5-lanes from Lake Hazel Road to Amity Road with the design year in 2023 and construction in the future.
   - Coverdale Road is scheduled in the IFYWP to be widened to 5-lanes from Amity Road to Victory Road.
   - The intersection of Lake Hazel Road and Cloverdale Road is scheduled in the IFYWP to be widened to 5-lanes and signalized in 2024.
   - The intersection of Amity Road and Cloverdale Road is scheduled in the IFYWP to be constructed as a multi-lane roundabout with 4-lanes on the north leg, 4-lanes on the south, 2-lanes east, and 2-lanes on the west leg, in 2025.
   - Cloverdale Road is listed in the CIP to be widened to 5-lanes from Columbia Road to Lake Hazel Road between 2036 and 2040.

- Cloverdale Road is listed in the CIP to be widened to 5-lanes from Kuna Road to Deer Flat Road between 2036 and 2040.
- Cloverdale Road is listed in the CIP to be widened to 5-lanes from Deer Flat Road to Hubbard Road between 2036 and 2040.
- Deer Flat Road is listed in the CIP to be constructed as a new 3-lane rural arterial roadway from Eagle Road to Cloverdale Road between 2036 to 2040.
- The intersection of Columbia Road and Cloverdale Road is listed in the CIP to be constructed as a multi-lane roundabout with 4-lanes on the north leg, 4-lanes on the south, 2-lanes east, and 2-lanes on the west leg, between 2036 and 2040.
- The intersection of Deer Flat Road and Cloverdale Road is listed in the CIP to be constructed as a multi-lane roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg, between 2036 and 2040.
- The intersection of Hubbard Road and Cloverdale Road is listed in the CIP to be constructed as a single-lane roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg, between 2036 and 2040.

10. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

    The BMP identifies Cloverdale Road as a Level 3 facility that will be constructed as part of a future ACHD project.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 2,483 vehicle trips per day; 246 vehicle trips per hour in the PM peak hour, based on the traffic impact study.

2. **Traffic Impact Study**
    Kittelson & Associates prepared a traffic impact study for the proposed Falcon Crest Golf Villages. The executive summary of the findings **as presented by Kittelson & Associates** can be found as Attachment 3. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices and may have additional requirements beyond what is noted in the summary. ACHD Staff comments on the submitted traffic impact study can be found below under staff comments.

a. Policy:

Mitigation Proposals: Mitigation recommendations shall be provided within the report. At a minimum, for each roadway segment and intersection that does not meet the minimum acceptable level of service planning threshold or v/c ratio, the report must discuss feasible measures to avoid or reduce the impact to the system. To be considered adequate, measures should be specific and feasible. Mitigation may also include:

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

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

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

- Alternative Mitigation may also include:
    - Revision to the Phasing Plan to coincide with the District's future Capital Projects.
    - Reducing the scope and/or scale of the project.

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

b. Staff Comments/Recommendations: The TIS recommends mitigation measures for the following intersections and roadway segments to mitigate the existing traffic, 2025 background and total traffic conditions. The percentage of site generated traffic under total traffic conditions (2025) in the PM peak hour is provided in parenthesis.

Intersections:

- Cloverdale Road/Amity Road (3.3%)
    - Westbound right-turn lane for existing traffic, 2025 background and 2025 total traffic conditions
    - Southbound right-turn lane for 2025 background and 2025 total traffic conditions

This intersection is located offsite and is listed in ACHD's IFYWP to be constructed as a multi-lane roundabout in 2025. The TIS recommends the construction of a westbound right-turn lane to accommodate existing traffic, 2025 background and 2025 total traffic conditions, and the construction of a southbound right-turn lane for 2025 background and 2025 total traffic conditions. However, the mitigation at this intersection is infeasible due to the right-of-way constraints. In addition, the traffic impact study notes that the site generated traffic at this intersection will also be less than 10% of the 2025 total traffic conditions. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold policy, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required at this intersection.

- Cloverdale Road/Lake Hazel Road (5.2%)
    - Westbound right-turn lane for existing traffic, 2025 background and 2025 total traffic conditions

This intersection is located offsite and is listed in ACHD's IFYWP to be widened to 5-lanes in 2024. In addition, the traffic impact study notes that the site generated traffic at this intersection will also be less than 10% of the 2025 total traffic conditions. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold policy, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required at this intersection.

- SH-69/Kuna Road (2.2%)
    - Restripe the center median on SH-69 to provide a two-stage left-turn movement from Kuna Road onto SH-69 for existing traffic, 2025 background and 2025 total traffic conditions

This intersection is located offsite and is not scheduled for improvements in ACHD's IFYWP or CIP. Consistent with ACHD policy, a signal warrant analysis was completed for this intersection. The intersection analysis found that this intersection meets the 8 and 4 hour peak hour warrants. Additionally, consistent with ACHD's Alternative Mitigation Measures policy, the applicant submitted a shoulder hour analysis and found that the northwest bound left-turning movement is anticipated to exceed ACHD's acceptable level of service planning threshold in the shoulder PM peak hour for 2025 total traffic conditions. Under this policy if the shoulder hour planning thresholds are exceeded the applicant may request to enter into a Development agreement and pay into the Priority Corridor Fund, an amount determined by ACHD to offset impacts from the project.

The TIS notes the intersection will meet ACHD's acceptable level of service planning threshold with the restriping of the center median on SH-69 to provide a two-stage left-turn movement from Kuna Road onto SH-69. However, SH-69 is under the jurisdiction of ITD. The applicant should work with the City of Kuna and the Idaho Department of Transportation (ITD) to determine if additional improvements are necessary on SH-69 and at the intersection of SH-69 and Kuna Road. In addition, the proposed site traffic at this intersection will also be less than 10% of the 2025 total traffic conditions. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required at this intersection.

- Cloverdale Road/Columbia Road (13%)
    - Signal Warrant analysis indicated that the intersection meets warrants for 2025 total traffic

The intersection of Cloverdale Road/Columbia Road is anticipated to operate at an acceptable level of service planning threshold under 2025 total traffic conditions; however, the southbound left through-right lane group is expected to operate at a LOS F in the PM peak hour. Because of this and consistent with ACHD policy, a signal warrant analysis was completed for this intersection. The intersection analysis found that the intersection meets the 8 and 4 hour peak hour warrants.

The intersection is located offsite and is scheduled as a funded project in ACHD's CIP to be constructed as a multi-lane roundabout between 2036 and 2040. The TIS notes that an interim 3 X 3 traffic signal will be required beyond buildout of this development. However, staff believes this improvement may be necessary sooner than anticipated in the traffic impact study.

To ensure that improvements are made when necessary to serve the site, the applicant should be required to submit an updated intersection analysis for the Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that improvements are needed, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 200th building lot. Currently there is a sufficient amount of right-of-way for the installation of the interim signal making this a feasible improvement. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should note that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs

associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Cloverdale Road/Columbia Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 200th building lot:

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

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the CIP.

Roadways:

The TIS indicates that all roadway segments in the study area are expected to operate at an acceptable level of service planning threshold during the existing AM and PM peak hours under existing traffic conditions with the exception of Cloverdale Road from Amity Road to Lake Hazel Road.

- Cloverdale Road from Lake Hazel Road to Amity Road (4.6%)
    - Widened to five lanes for existing traffic, 2025 background and 2025 total traffic conditions

The roadway segment of Cloverdale Road from Lake Hazel Road to Amity Road is located off-site. The TIS recommends widening Cloverdale Road to 5-lanes from Lake Hazel Road to Amity Road to accommodate existing traffic, 2025 background and 2025 total traffic conditions. The TIS also provided a shoulder hour analysis and Cloverdale Road is not anticipated to operate at an acceptable level of service planning threshold for a 2-lane minor arterial roadway in the shoulder hour and recommends widening Cloverdale to 5-lanes. However, there is not enough existing right-of-way off-site to widen Cloverdale Road to 5-lanes. The roadway segment is listed in the IFYWP for improvements for design in 2023 with construction in the future. Therefore, consistent with the District's Alternative Mitigation Policy, which states that no alternative mitigation is required if the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP). In addition, the proposed site traffic on this roadway segment will also be less than 10% of the 2025 total traffic conditions. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required on this for this segment of Cloverdale Road.

- Cloverdale Road from Columbia Road to Lake Hazel Road (10%)
    - Continuous center left-turn lane under 2025 background and 2025 total traffic conditions

The roadway segment of Cloverdale Road from Columbia Road to Lake Hazel Road is located off-site. The TIS recommends a continuous left-turn lane on this segment of Cloverdale Road to accommodate 2025 background and 2025 total traffic with 172 residential units. The roadway segment is listed as a funded improvement in ACHD's CIP to be widened to 5-lanes from Columbia Road to Lake Hazel Road between 2036 and 2040. Therefore, consistent with the District's Alternative Mitigation Policy, which states that no alternative mitigation is required if the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP). Additionally, there is an existing northbound and southbound center left-turn lane at the Cloverdale Road/Hidden Valley Street intersection, a northbound center left-turn lane at the Cloverdale Road/Links Street

intersection and a northbound center left turn-lane at the Cloverdale Road/Lake Hazel Road signalized intersection; therefore, no mitigation should be required for this segment of Cloverdale Road.

Site Access Evaluation

- Access to the development from Cloverdale Road will be via the south leg of an internal central roundabout to be constructed with Robinhood Subdivision, located approximately 1,220-feet east of Cloverdale Road.
- A new collector roadway, Harrier Drive, is proposed to intersect the Golf Course Access Road (Tiercel Drive) located approximately 2,250-feet east of Cloverdale Road.
- A new local street, Cabot Cliffs Way, is proposed to intersect the proposed collector roadway, Harrier Drive, located approximately 1,016-feet east of the Golf Course Access Road (Tiercel Drive).

The TIS notes the site access intersections are anticipated to operate at an acceptable level of service planning threshold during the existing AM and PM peak hours under 2025 total traffic conditions.

The TIS recommends that delineated approach signage for golf cart crossings should be provided for the 4 proposed crossings on the proposed local public street within the site.

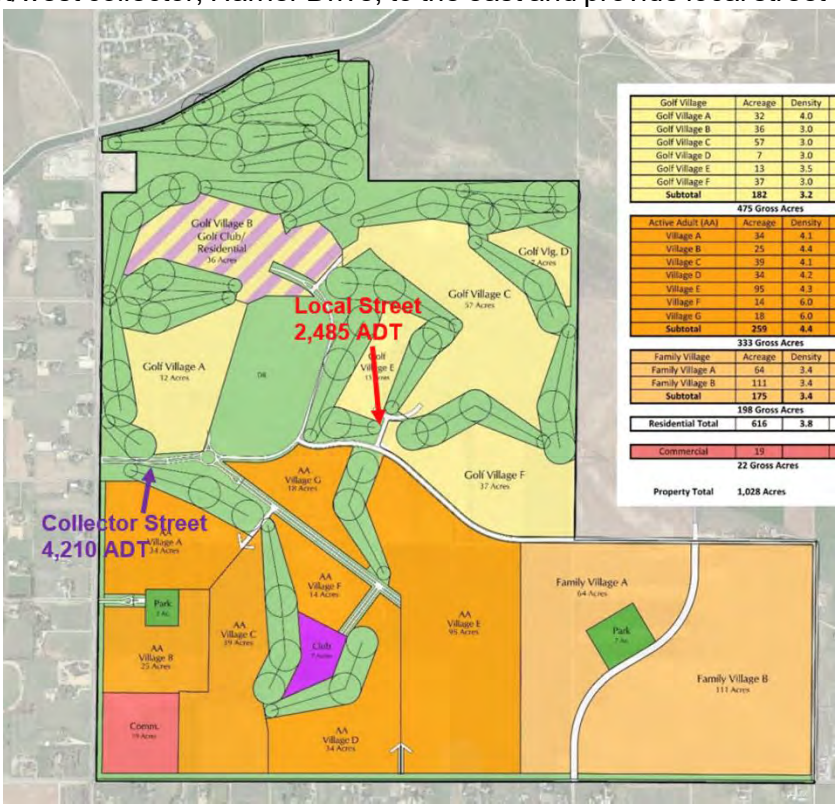
Turn Lane Analysis

The TIS notes that the current two-way left-turn lane on Cloverdale Road at the intersection with the Golf Course Access Road (Tiercel Drive) should be widened and lengthened as required in the TIS completed with Robinhood Subdivision (Falcon Crest Master Plan Phase 2). The widening and lengthening of the two-way left-turn lane on Cloverdale Road at the intersection with the Golf Course Access Road (Tiercel Drive) was required by ACHD as part of Robinhood Subdivision; therefore, no additional improvements are required.

Traffic Volume Threshold Evaluation

The TIS notes that the following roadways will exceed ACHD's average daily traffic thresholds:

- Golf Course Access Road (Tiercel Drive), a private road currently under construction to be converted to a public collector roadway is anticipated to exceed the allowable 3,000 average daily vehicle trips threshold for maximum traffic on one access. The TIS indicates that Tiercel Drive will exceed the maximum forecast of 3,000 average daily trips threshold with the addition of 36 units in Phase 3 if Falcon Crest Phase 1 and Robinhood Subdivision Phase 2 are fully constructed, or 89 units in Phase 3 if all three phases are built out concurrently. Additionally, the TIS states the next phase of the development will extend the proposed east/west collector, Harrier Drive, to the east and provide local street connectivity to the Kuna Road/Five Mile Road intersection.



- Cabot Cliffs Way, the proposed local street entrance to the site, is anticipated to exceed the allowable 2,000 average daily vehicle trips threshold if the proposed development has one access to a public street that is a local street. The TIS states that if the local street entrance remains as proposed, that 224 units can be constructed before exceeding the allowable 2,000 average daily trips planning threshold. ACHD's Maximum Traffic on One Access policy allows up to 1,000 trips per day on a local street with only 1 access. This is further discussed in Finding 6 below.

3. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Cloverdale Road Amity Road to Lake Hazel Road	None	Minor Arterial	871	"F"
Cloverdale Road Lake Hazel Road to Columbia Road	None	Minor Arterial	442	Better than "E"
Cloverdale Road Columbia Road to Hubbard Road	None	Minor Arterial	266	Better than "E"
Cloverdale Road Hubbard Road to Falcon Crest	None	Minor Arterial	205	Better than "E"

Cloverdale Road Falcon Crest to Kuna Road	None	Minor Arterial	187	Better than "E"
Kuna Road Cloverdale Road to Eagle Road	None	Minor Arterial	226	Better than "E"
Kuna Road Eagle Road to Locust Grove Road	None	Minor Arterial	257	Better than "E"
Kuna Road Locust Grove Road to Meridian Road	None	Minor Arterial	382	Better than "E"

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

4. Average Daily Traffic Count (VDT)

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

- The average daily traffic count for Cloverdale Road south of Amity Road was 10,147 on January 30, 2019.
- The average daily traffic count for Cloverdale Road south of Lake Hazel Road was 8,089 on August 27, 2019.
- The average daily traffic count for Cloverdale Road south of Columbia Road was 5,441 on February 25, 2020.
- The average daily traffic count for Cloverdale Road south of Hubbard Road was 3,317 on November 28, 2018.
- The average daily traffic count for Cloverdale Road north of Kuna Road was 3,562 on September 29, 2020.
- The average daily traffic count for Kuna Road east of Eagle Road was 3,391 on January 29, 2019.
- The average daily traffic count for Kuna Road east of Locust Grove Road was 3,756 on November 10, 2017.
- The average daily traffic count for Kuna Road east of SH-69 was 4,857 on July 17, 2019.

C. Findings for Consideration

1. Cloverdale Road/Columbia Road

The TIS notes that an interim 3 X 3 traffic signal will be required beyond buildout of this development. However, staff believes this improvement may be necessary sooner than anticipated in the traffic impact study.

To ensure that improvements are made when necessary to serve the site, the applicant should be required to submit an updated intersection analysis for the Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that improvements are needed, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan

approval and ACHD's signature on the final plat that contains the 200th building lot. Currently there is a sufficient amount of right-of-way for the installation of the interim signal making this a feasible improvement. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

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

To ensure the Cloverdale Road/Columbia Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 200th building lot:

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

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the CIP.

2. Tiercel Drive

a. Existing Conditions: No public streets exist internal to the site.

As part of the approval of Robinhood Subdivision, Tiercel Drive, a private roadway, is currently under construction as a public collector road, shown in red, with a single lane roundabout at the terminus of Tiercel Drive. Tiercel Drive intersects Cloverdale Road located 235-feet north of Cutting Horse Drive and provides access to Falcon Crest Golf Course.

b. Policy:

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

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

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

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

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

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

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

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

c. Applicant Proposal: The applicant is proposing to construct the golf course access road, Tiercel Drive, abutting the site as a 36-foot wide collector street section with vertical curb, gutter and a 7-foot wide planter strip within 50-feet of right-of-way and 8-foot wide detached concrete sidewalk located outside of the right-of-way.

d. Staff Comments/ Recommendations: The applicant's proposal to construct the golf course access road, Tiercel Drive, abutting the site, as a 36-foot wide collector street section meets District policy and should be approved, as proposed. The applicant's proposal to construct 8-foot wide detached concrete sidewalks exceed ACHD policy and should be approved, as proposed. If street trees are desired, then an 8-foot wide planter strip should be provided.

The applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

Golf cart path crossings on Tiercel Drive are prohibited.

3. Maximum Traffic on One Access-Tiercel Drive

a. Applicant's Proposal: The applicant is proposing to construct the 3rd phase of the Falcon Crest Master Planned Community with only one access to the site via Tiercel Drive.

b. Staff Comments/Recommendations: The average daily trip (ADT) policy threshold that has one access to a public street that is classified a collector is typically 3,000 ADT. As noted in the TIS, Tiercel Drive will exceed ACHD's allowed maximum forecast ADT of 3,000 with the addition of 36 units in addition to full buildout of Falcon Crest Phase 1 and Robinhood Subdivision Phase 2, or 89 units if all three phases are built out concurrently. Therefore, staff recommends the applicant should be required to construct a secondary access by constructing the off-site portion of the east/west collector, Harrier Drive, to the east and construct Five Mile Road from Kuna Road to intersect the east/west collector roadway, Harrier Drive to provide connectivity to Kuna Road prior to ACHD's signature on the final plat that contains the 100th lot. Or, as an alternative, the applicant may stop final platting until the secondary public street access is available to Kuna Road. See Finding # 4 and #6 for Five Mile Road and Harrier Drive off-site requirements.

4. Off-Site—Five Mile Road and Harrier Drive

a. Policy:

Off-Site Streets Policy (Arterial): District Policy 7205.2.1 states that if the proposed development is not served by a public street that is fully improved to urban standards (curb, gutter, sidewalk) or a minimum 30-feet of pavement, then the developer shall provide 30-feet of pavement with 3-foot wide gravel shoulders from the site to the public street specified by the District, typically to the nearest public street that meets the District's minimum standards or a maximum of ¼ mile; OR shall provide 24-feet of pavement with 3-foot wide gravel shoulders and a minimum 6-foot wide detached asphalt/concrete pedestrian facility from the site to the public street specified by the District, typically to the nearest public street that meets the District's minimum standards or a maximum of ¼ mile.

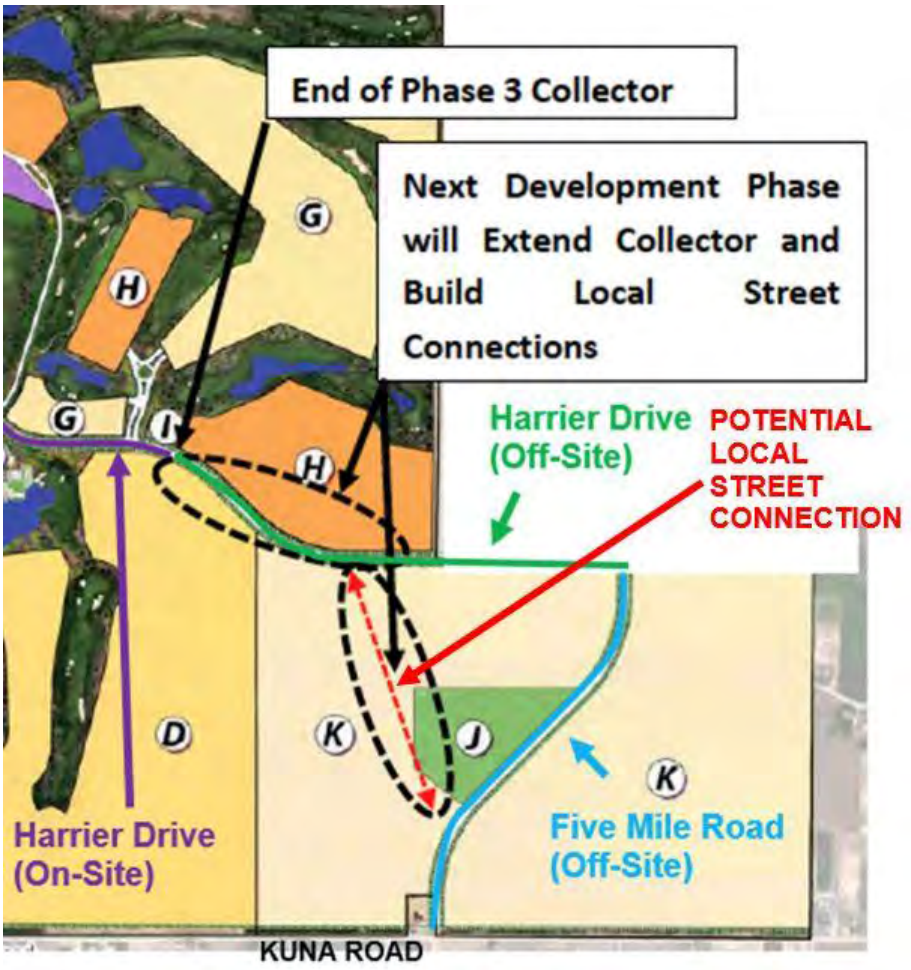
Alternatives to pavement widening including sidewalks and pathways, or other proposals may be considered by the District. The extent of roadway improvements (improvement type and length) will be determined by evaluating certain criteria. Criteria to establish improvement type and length include but are limited to: traffic volumes (existing and projected); the posted speed limit; topography; accident history; potential need for bicycle and bus/traffic routes; number of pedestrians (existing and projected); location of pedestrian attractors and generators (i.e. parks and schools); number of access points/streets serving the proposed development; usable right-of-way; need for traffic calming; utilities and irrigation facilities. All utility relocation costs associated with the off-site street widening shall be borne by the developer.

Off-Site Streets Policy (Collector): District Policy 7206.2.3 states that if the proposed development is not served by a public street that is fully improved to urban standards (curb, gutter, sidewalk) or a minimum 30-feet of pavement, then the developer shall provide 30-feet of pavement with 3-foot wide gravel shoulders from the site to the public street specified by the District; OR the developer shall provide 24-feet of pavement with 3-foot wide gravel shoulders and a minimum 6-foot wide detached asphalt/concrete pedestrian facility, from the site to a public street specified by the District.

Alternatives to pavement widening including sidewalks and pathways or other proposals, may be considered by the District. The extent of roadway improvements (improvement type and length) will be determined by evaluating certain criteria. Criteria to establish improvement type and length include but are limited to: traffic volumes (existing and projected); number of pedestrians (existing and projected); location of pedestrian "attractors" and "generators" (i.e. parks and schools); number of access points/streets serving the proposed development; usable right-of-way; need for traffic calming; utilities and irrigation facilities. All utility relocation costs associated with the off-site street widening shall be borne by the developer.

b. Staff Comments/Recommendations: As noted in the TIS, Tiercel Drive is anticipated to exceed ACHD's threshold of 3,000 vehicle trips per day on a single access point. To ensure that Tiercel Drive does not exceed the ADT threshold of 3,000 vehicle trips per day, the applicant should be required to provide an updated traffic count for Tiercel Drive when 133 lots are platted in the Falcon Crest Golf Villages, as this coincides with Phase 4 of the preliminary plat.

If the 3,000 trip threshold has been met, then the applicant should be required to construct a secondary access by constructing the off-site portion of the east/west collector, Harrier Drive, shown in green to the east and construct Five Mile Road, shown in blue, from Kuna Road to intersect the east/west collector roadway, Harrier Drive to provide connectivity to Kuna Road with 30-feet of pavement plus a 3-foot gravel shoulder. Or as an alternative to constructing the collector/arterial roadways previously described, the applicant may construct a secondary access onto Kuna Road with connection through a collector or local roadway system between Kuna Road and Harrier Drive to provide secondary public street access. The applicant may stop final platting until the secondary access is constructed on Kuna Road.



These roadways should be constructed prior to ACHD's approval of any additional final plats. Submit plans for review and approval for the improvements to Five Mile Road and the offsite portion of Harrier Drive and other local streets that provide secondary public street access. ACHD may also recommend to the City of Kuna that they withhold certificates of occupancy for single family residential units until the secondary access has been constructed.

5. Harrier Drive (On-site)

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

b. Policy:

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

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

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

the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

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

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

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

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

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

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Rural Collector. The new collector roadway should intersect Cloverdale Road located at the half mile between Kuna Road and Deer Flat Road and continue through the property stubbing to the east.

c. **Applicant Proposal:** The applicant is proposing to construct the east/west collector roadway, Harrier Drive, located at the site's south property line to intersect the Golf Course Access Road (Tiercel Drive) as a 36-foot wide collector street section with vertical curb, gutter an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk within 70-feet of right-of-way.

d. **Staff Comments/Recommendations:** The applicant proposal to construct the east/west collector roadway located at the site's south property line to intersect the Golf Course Access Road (Tiercel Drive) as a 36-foot wide collector street section with vertical curb, gutter, an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk within 70-feet of right-of-way meets District policy and should be approved as proposed.

The applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

6. Private Roads

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

b. **Policy:**

Average Daily Traffic (ADT): District policy 7207.3.1 states that ADT on new and existing local streets should typically be less than 2,000. This ADT applies to both existing and new streets. For new streets that are stubbed to connect to adjacent land that is not fully developed, the

allowable ADT for the new street will typically be no more than 1,000 ADT, to accommodate future additional traffic from the adjacent land, depending on the size of the adjacent undeveloped land. When stub streets are connected and properties fully developed, local streets should not exceed 2,000.

In developed areas where streets already exceed 2,000 ADT or are close to exceeding 2,000 ADT, the Commission may grant approval to exceed the 2,000 ADT based on existing zoning of undeveloped properties or infill development. The Commission may also consider the need for additional roadway improvements or traffic calming to mitigate the additional traffic if necessary.

The ADTs listed above are desirable planning thresholds for local streets, not roadway capacities. Actual roadway capacities are much higher than the planning thresholds.

Maximum Traffic on One Access: District policy 7207.3.3 states that if a proposed development only has one access to a public street that is a local street, or if it proposes to extend public streets from existing development with only one local street access to the public street system, the maximum forecast ADT to be allowed at any point on a local street access is 1,000 and is subject to fire department requirements for the provision of a secondary access. This volume may be reduced or increased based on information received from the lead land use agency, the applicable fire department, and/or emergency services. The District will also take into consideration the following items when determining whether or not to reduce or increase the maximum allowable ADT: railroad crossings, canal crossings, topography (foothills vs. flat land), pedestrian connectivity, location of schools, etc.

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

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

c. Applicant Proposal: The applicant is proposing to construct public local streets throughout the site. The entrance roadway, Cabot Cliffs Way, is noted in the TIS to generate 2,485 average daily trips. The applicant did not propose to construct any stub streets to the adjacent parcels.

d. Staff Comments/Recommendations: The applicant's proposal to construct public local streets throughout the site and construct a local street entrance that is anticipated to generate 2,485 ADT does not meet District Maximum Access on One Access and Average Daily Traffic policies and should not be approved as proposed. New developments with only one access from a local street are allowed to have a maximum forecast of 1,000 average daily trips (ADT). The applicant's proposal to construct 1 new local street to provide access to this site with an anticipated ADT of 2,485 trips exceeds ACHD policy and exceeds the allowable ADT on new local streets, which is 1,000 trips or less per day Additionally, there is no connectivity (stub streets) to the surrounding parcels providing little to no public benefit.

Therefore, staff recommends that the applicant be required to construct private roadways within the site.

If the City of Kuna approves the private roads, the applicant shall be required to pave the private roadways their full widths and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Kuna, the applicant will be required to

revise and resubmit the preliminary plat to provide public standard local streets in these locations.

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

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

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

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

If the City of Kuna does not approve the use of private roads, then the site will need to be redesigned to limit the total buildable lots to 100 to stay within ACHD's policy thresholds for new public street with one access or to provide secondary public street access to the site.

7. Stub Streets

a. Existing Conditions: There is one collector street, Tiercel Drive, that is currently under construction and will stub to the site's west property line.

b. Policy:

Stub Street Policy: District policy 7206.2.4.3 (collector)/ 7207.2.4.3 (local) states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7206.2.4 (collector)/ 7207.2.4 (local), except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

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

Temporary Dead End Streets Policy: District policy 7206.2.4.4 (collector)/ 7207.2.4.4 (local) requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. Applicant Proposal: The applicant is proposing to construct Harrier Drive to stub to the site's east property line located approximately 3,647-feet north of Kuna Road (measured centerline-to-centerline).

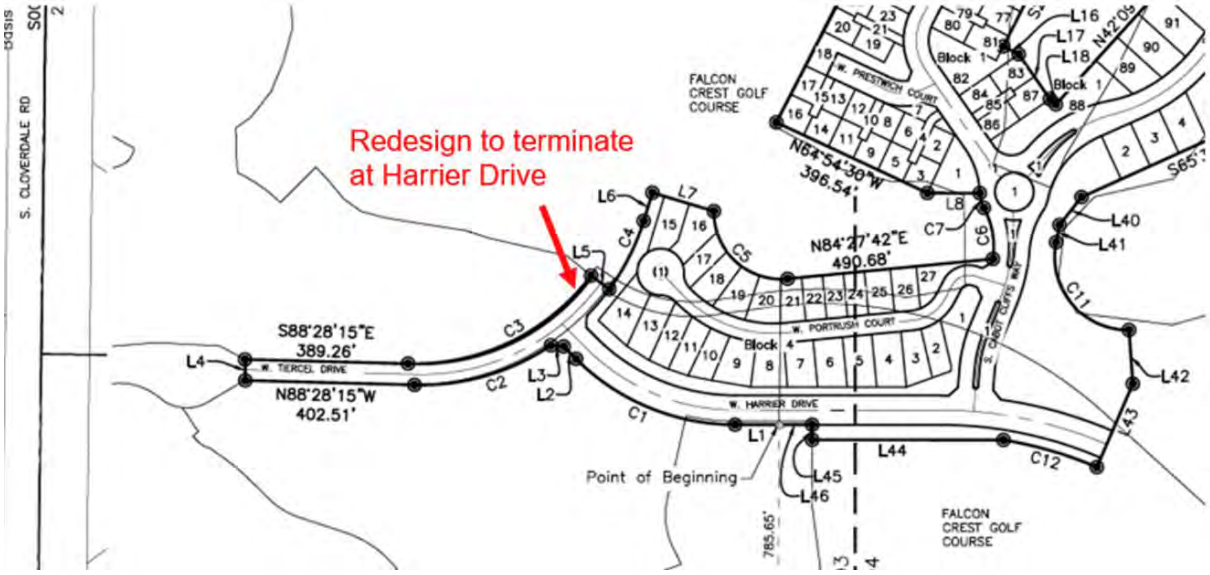
The applicant is proposing to extend Tiercel Drive into the site to stub to the site's northwest property line located 2,170-feet east of Cloverdale Road.

The applicant has proposed to construct a bulb-out and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the Tiercel Drive/Harrier Drive intersection.

d. Staff Comments/Recommendations: The applicant's proposal to construct Harrier Drive to stub to the site's east property line located approximately 3,647-feet north of Kuna Road meets District policy and should be approved as proposed. The applicant should be required to install a sign at the terminus of the stub street stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

The applicant should be required to construct a temporary cul-de-sac turnaround at the terminus of Harrier Drive, as it extends greater than 150-feet in length. The temporary cul-de-sac turnaround should be paved with a minimum 50-foot turning radius. If the temporary turnaround extends onto a buildable lot, the entire lot shall be encumbered by an easement and identified on the plat as a non-buildable lot until the street is extended.

The applicant's proposal to extend Tiercel Drive into the site and to stub to the site's northwest property line should not be approved, as proposed. Tiercel Drive is not proposed to be extended further into site as part of future phases; therefore, the applicant should redesign Tiercel Drive to terminate at the intersection with Harrier Drive and not look like a stub street. To ensure there is a clear distinction between the terminus of the public street and the extension of the private road, the applicant's proposal to construct a bulb-out and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the intersection should be approved, as proposed.



8. Tree Planters

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

9. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height

restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

10. Other Access

Tiercel Drive and Harrier Drive are classified as collector roadway. Direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Submit an updated intersection analysis for the Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that improvements are needed, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 200th building lot. Currently there is a sufficient amount of right-of-way for the installation of the interim signal making this a feasible improvement. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

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

To ensure the Cloverdale Road/Columbia Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 200th building lot:

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

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the CIP.

2. Provide an updated traffic count for Tiercel Drive when 133 lots are final platted.

3. If there are more than 3,000 trips on Tiercel Drive, then construct secondary public street access to the site by constructing the off-site portion of Harrier Drive to the east and construct Five Mile Road from Kuna Road to intersect Harrier Drive with 30-feet of pavement plus a 3-foot gravel shoulder (See image C4b). Or construct a secondary access onto Kuna Road with connection through a collector or local roadway system north to Harrier Drive, as conceptually shown on page 14 above. As an alternative, the applicant may stop final platting until the secondary access is constructed to provide access to Kuna Road.

ACHD may also recommend to the City of Kuna that they withhold certificates of occupancy for single family residential units until the secondary public street access has been constructed.

4. Construct Tiercel Drive, abutting the site, as a 36-foot wide collector street section with vertical curb, gutter and a 7-foot wide planter strip within 50-feet of right-of-way and 8-foot wide detached concrete sidewalk located outside of the right-of-way. If street trees are desired, then provide an 8-foot wide planter strip. The applicant may reduce the right-of-way width to 2-feet behind back of

curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

5. Construct Harrier Drive, abutting the site's south property line as a 36-foot wide collector street section with vertical curb, gutter, an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk within 70-feet of right-of-way. The applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

6. Construct private roadways within the site. Internal public streets are not approved as part of this application.

7. Construct one new private road to intersect Harrier Drive located 1,016-feet east of Tiercel Drive. Pave the private roadway its full width and at least 30-feet into the site beyond the edge of pavement of Harrier Drive.

8. Install street name and stop signs for the private roadways. The signs may be ordered though the District. Verification of the correct, approved name of the road is required.

9. Locate a gate or keypad (whichever is closer) a minimum of 50-feet from the near edge of the roadway of Harrier Drive and an on-site turnaround shall be provided.

10. If the City of Kuna does not approve the construction of private roads, then resubmit a revised preliminary plat to ACHD for review and approval. The revised preliminary plat shall be redesigned to limit the total buildable lots to 100 to stay within ACHD's policy thresholds for new public streets with one access or to provide secondary public street access to the site.

11. Construct one stub street to the east, Harrier Drive located 3,647-feet north of Kuna Road. Construct a temporary paved cul-de-sac turnaround at the terminus of Harrier Drive with a minimum 50-foot turning radius. If the temporary turnaround extends onto a buildable lot, the entire lot shall be encumbered by an easement and identified on the plat as a non-buildable lot until the street is extended.

12. Install a sign at the terminus of the stub street, Harrier Drive, stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

13. Redesign Tiercel Drive to terminate at the intersection with Harrier Drive and not look like a stub street (See Image C7d). Construct a bulb-out with a minimum of 24-feet of pavement (face-of-curb to face-of-curb) and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the Tiercel Drive/Harrier Drive intersection to clearly delineate the transition from the public street to the private street.

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

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

16. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.

4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.

8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.

9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.

11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

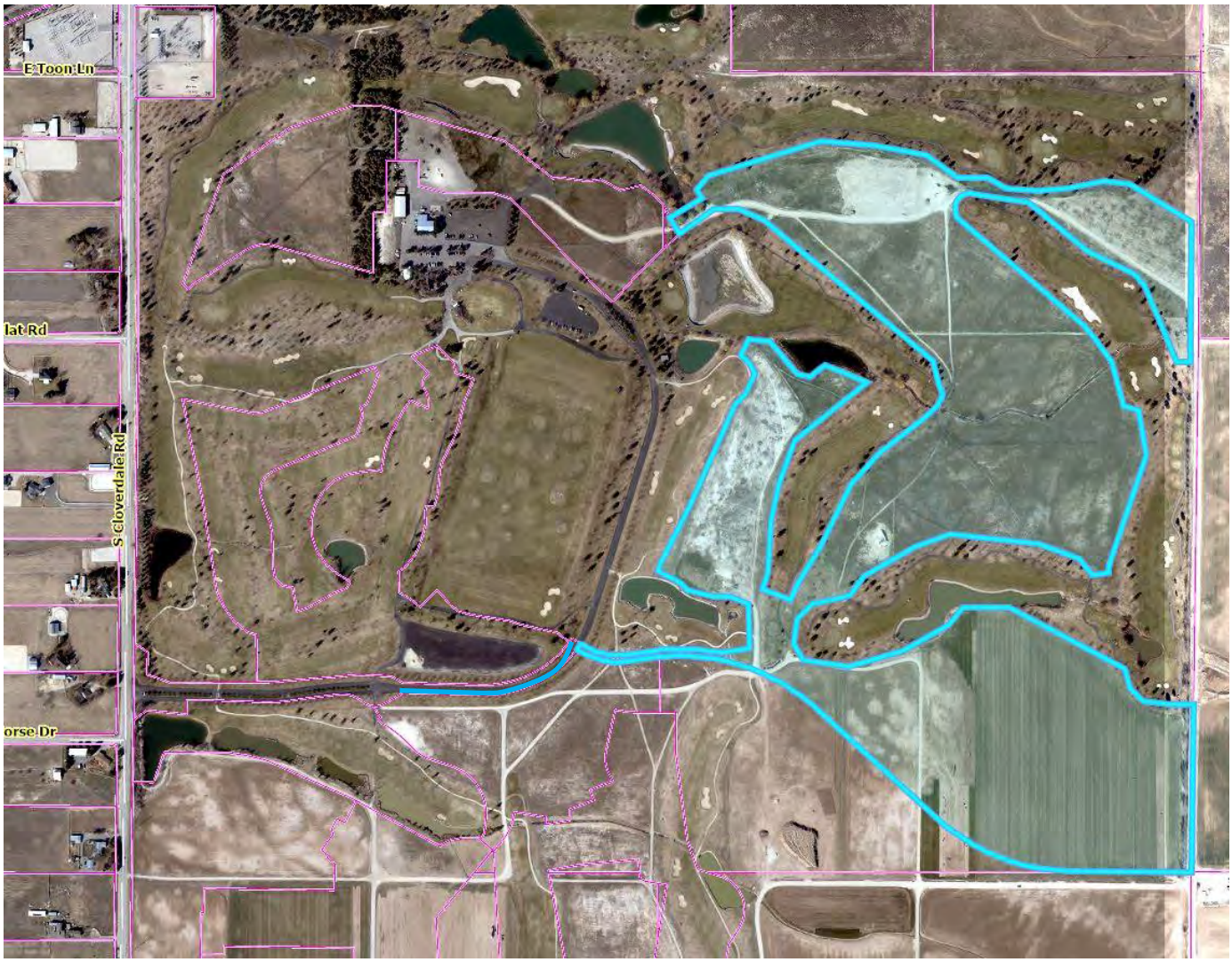
1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

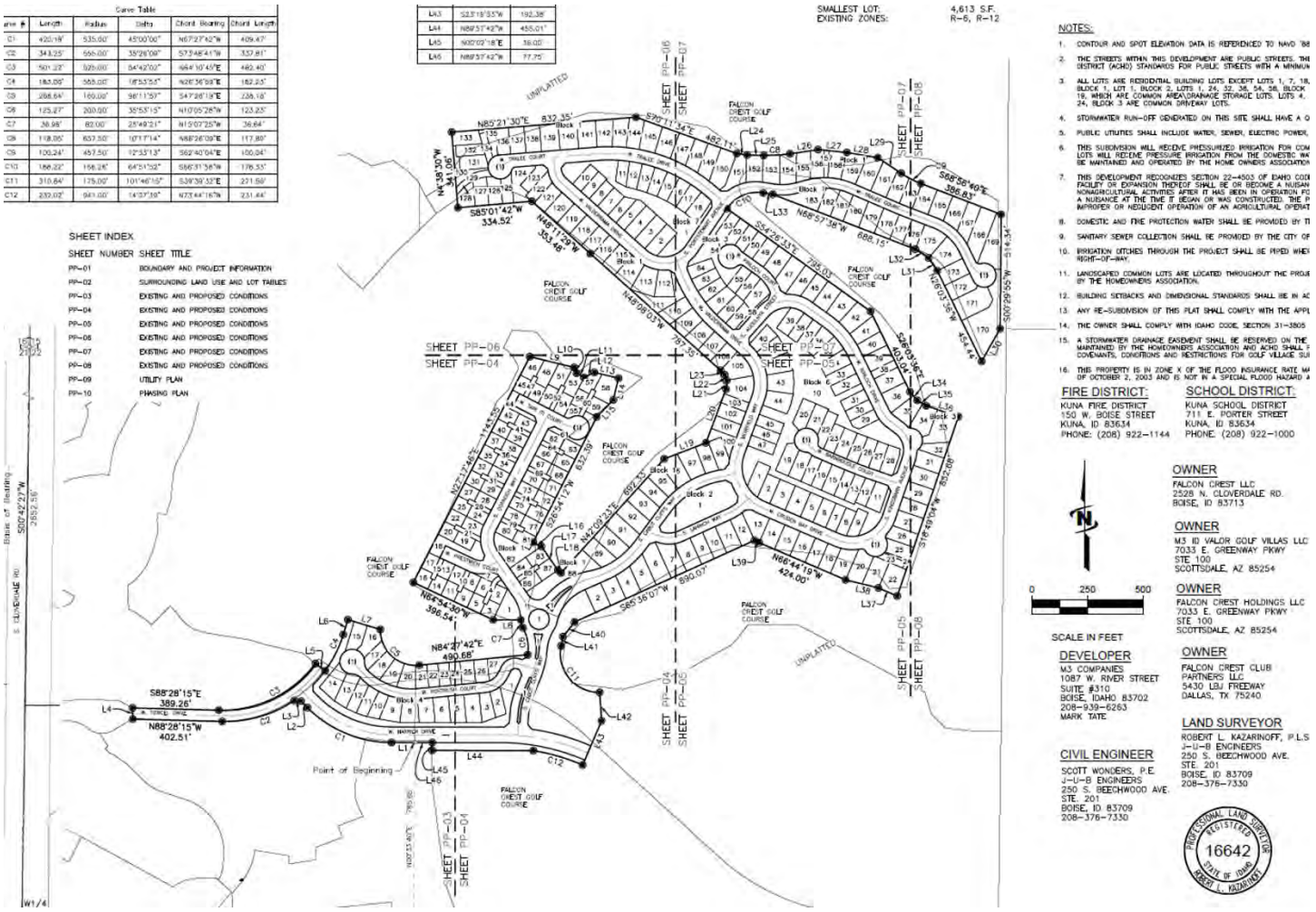
G. Attachments

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

VICINITY MAP



SITE PLAN



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	420.19'	535.00'	45°00'00"	N67°27'42"W	409.47'
C2	344.25'	556.00'	35°28'09"	S73°48'41"W	338.81'
C3	501.23'	525.00'	54°42'02"	S84°10'43"E	482.40'
C4	183.09'	555.00'	18°53'54"	N28°36'58"E	182.25'
C5	286.64'	169.00'	96°11'57"	S47°28'19"E	226.18'
C6	123.27'	200.00'	35°18'15"	N10°05'28"W	123.25'
C7	39.98'	82.00'	25°49'21"	N15°07'25"W	39.64'
C8	118.05'	657.50'	10°17'14"	N68°26'09"E	117.89'
C9	100.24'	457.50'	12°33'13"	S62°40'04"E	100.04'
C10	188.22'	166.26'	64°51'52"	S86°31'36"W	178.33'
C11	310.84'	175.00'	101°46'15"	S39°39'32"E	271.59'
C12	232.02'	941.00'	14°07'39"	N73°44'16"W	231.44'

L43	S23°18'55"W	192.38'
L44	N88°37'42"W	455.01'
L45	S00°02'18"E	38.00'
L46	N88°37'42"W	77.75'

EXECUTIVE SUMMARY

M3 Companies is proposing to develop Phase 3 of the Falcon Crest Subdivision, located on the east side of Cloverdale Road, between Deer Flat Road and Kuna Road, in Kuna, Idaho. Phase 3 includes the buildout of 215 single-family housing units and 64 homes targeted toward senior active adults within approximately 77 acres of land. Access is proposed via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 279 homes are located east of the access road and will be nestled within the existing golf course. This phase is labeled as Golf Villages C, D, and E in the illustration within the subdivision's master plan, provided in the *Falcon Crest Subdivision Transportation Impact Study* and Figure 2. Full buildout of Phase 3 is expected in the year 2025.

The master plan for the Falcon Crest Subdivision development will ultimately encompass approximately 567 acres and is anticipated to include approximately 1,732 active adult homes, 591 single-family houses, and some supporting commercial uses. Phase 1 has been approved for 409-unit senior active-adult residential housing units. Phase 1 includes a private roadway connection to Cloverdale Road, south of the existing Falcon Crest Golf Course access road, with a gated entrance into the development. Phase 2 has been approved and includes the buildout of 115 single-family housing units within 32 acres of land. Access will be via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 115 homes are located north of the access road and will be nestled within the existing golf course. Phases 1 and 2 have been included as background developments in this transportation impact study (TIS).

This TIS for Phase 3 of the development is in fulfillment of Falcon Crest's Site-Specific Condition of Approval #11, which requires an updated traffic impact study with each preliminary phase application.

FINDINGS

Existing Conditions

- The study evaluated five intersections during the AM and PM peak hour of a typical weekday (Tuesday – Thursday).
- All study intersections were found to operate at LOS D or better and all lane groups at V/C 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
    - **Cloverdale Road/Amity Road:** This intersection operates with a V/C ratio of 0.93 and the critical westbound-through/right lane group operates with a V/C ratio of 1.07 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). An interim mitigation is to add a westbound right-turn lane.

- **Cloverdale Road/Lake Hazel Road:** The westbound through/right movement operates at LOS F and V/C ratio of 1.05 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
- **Kuna Road/Meridian Road (SH-69)**: The northwest-bound left-turning movement is projected to operate at LOS F and a V/C ratio of 1.05. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69.

- All ACHD study roadway segments operate at acceptable levels of service, with the exception of the following segment:
  - **Cloverdale Road (Amity Road – Lake Hazel Road):** Mitigation requires widening to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
- Crash data at the study intersections for the most recent five years (2015-2019) was analyzed for any existing crash trends, below are the findings:
  - Study intersections averaged less than four reported crashes per year, with no crashes reported at the Cloverdale Road & Golf Course Access Road intersection.
  - Angle crashes were the most common crash type, accounting for 48% of reported crashes, which is typical for unsignalized intersections on rural roadways.
  - There were no fatality crashes reported, however, injuries were reported in approximately 37% of crashes.

Year 2025 Background Traffic Conditions

- Year 2025 background traffic volumes were forecasted assuming buildout of Phases 1 and 2 and a 2.5% compounded annual growth rate for background traffic volumes, consistent with the growth rate used in the previous *Falcon Crest Subdivision TIS*.
- The following roadway segments and intersections are planned to be completed in the 2025 buildout year:
  - **Cloverdale Road/Amity Road**: Reconstruct the intersection as a multi-lane roundabout. (IFYWP #IN205-16, construction 2025).
  - **Cloverdale Road/Lake Hazel Road:** Widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road. (IFYWP #IN205-34, construction 2024).
  - **Cloverdale Road (Amity Road – Victory Road)**: Widen to five lanes. (IFYWP #104170, construction 2025).

- Year 2025 background traffic analysis (without inclusion of site-generated trips) found that all study intersections will operate at LOS D or better and all lane groups at V/C ratio 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
    - **Cloverdale Road/Amity Road:** Similar to existing conditions, the intersection V/C ratios exceed the ACHD thresholds. Overall intersection V/C ratios are 0.96 and 0.91 during the weekday AM and PM peak hours respectively. The critical westbound-through/right lane group operates with a V/C ratio of 1.03 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
    - **Cloverdale Road/Lake Hazel Road:** Similar to existing conditions, the westbound through/right movement operates at LOS F and a V/C ratio of 1.09 which exceeds 1.0 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
    - **Kuna Road/Meridian Road (SH-69)**: Similar to existing conditions, the northwest-bound left-turning movement is projected to operate at LOS F and the V/C ratio exceeds both ACHD and ITD thresholds with a V/C ratio of 1.30 in the weekday PM peak hour. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69 which mitigates the V/C ratio but still results in the north-westbound left-turn operating at LOS E during the weekday PM peak hour.
- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segment:
    - **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing conditions, widening to five lanes is needed. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
    - **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. There are approximately 100 AM peak hour directional trips remaining on this segment. Widening to three lanes with the addition of a center turn lane is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP. It is recommended that this improvement take place sooner to maintain an acceptable level of service on this segment.

Trip Generation and Distribution

- Phase 3 of the proposed Falcon Crest Subdivision will include approximately 215 single-family housing units and 64 homes targeted toward active adults.
- Upon buildout in year 2025, the Phase 3 development is estimated to generate a total of 2,483 daily trips, 186 weekday AM peak hour trips (49 inbound / 137 outbound), and 246 weekday PM peak hour trips (154 inbound / 92 outbound).
- The distribution pattern for site-generated trips was based on a review of the roadway system, trip destinations, the COMPASS regional travel demand model area of impact modeling results, and the distribution for previous phases.

Year 2025 Total Traffic Conditions

- With the inclusion of site-generated trips, all study intersections and lane groups are expected to continue to operate acceptably with the exception of the following intersections:
    - **Cloverdale Road/Amity Road**: This intersection continues to exceed ACHD policy LOS thresholds. The westbound-through/right lane group is projected to have a V/C ratio of 1.04 and the northbound through is projected to have V/C ratio of 1.01 during the AM peak hour. Additionally, the southbound through/right lane group is projected to have a V/C ratio of 1.05 during the weekday PM peak hour. The overall V/C ratios for the intersection is projected to be 0.99 and 0.94 during the weekday AM and PM peak hours, respectively, which exceeds the ACHD policy of 0.90.
        - The intersection is projected to operate acceptably in the shoulder peak hours.
        - A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
        - The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP) which mitigates the intersection.
        - The site generated traffic is estimated to be approximately 2.9 percent and 3.3 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
    - **Cloverdale Road/Lake Hazel Road:** This intersection continues to exceed ACHD policy LOS thresholds. The westbound through/right movement operates at LOS F and is projected to have a V/C ratio of 1.12 during the AM peak hour.
        - The intersection is projected to operate acceptably in the shoulder peak hours.
        - A westbound right-turn lane could also be considered for an interim mitigation.

- This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34) which mitigates the intersection.
- The site generated traffic is estimated to be approximately 4.5 percent and 5.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

o **Kuna Road/Meridian Road (SH 69)**: This intersection continues to exceed ACHD and ITD LOS thresholds. The northwest-bound left-turn lane group on Kuna Road is projected to operate at LOS F with a V/C ratio of 1.38. As described in the existing conditions summary, this intersection is estimated to meet warrants for installation of a traffic signal. The northwest-bound left-turning movement is projected to also exceed capacity in the shoulder PM peak hour.

- The northwest-bound movement is projected to continue to exceed capacity in the shoulder peak hours.
- With a short section of two-way-left-turn lane to allow a two-stage left-turn from Kuna Road, the intersection will meet ACHD and ITD V/C policy, but the left-turn from Kuna Road will operate at LOS F in the PM peak hour which does not meet ITD policy.
- ITD is conducting a corridor study for SH-69 that is currently recommending an RCUT at this intersection which will eliminate the left-turn from Kuna Road and utilize a median U-turn at a location to the north to serve that movement.
- The site generated traffic is estimated to be approximately 2.3 percent and 2.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- One unsignalized intersection meets ACHD policy but operates at LOS D or worse:

o **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the PM peak hour but is over the LOS D threshold for evaluation of signal warrants. This intersection is planned to be improved to a multilane roundabout between year 2036 and 2040 per the ACHD 2020-2040 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segments:

o **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing and background traffic conditions, widening to five lanes is needed. This segment is programmed

currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.

- This segment also does not meet the ACHD policy thresholds for the shoulder peak hours.
- The site generated traffic is estimated to be approximately 4.2 percent and 4.6 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

- **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. Widening to three lanes is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
  - This segment does meet the ACHD policy thresholds for the shoulder peak hours.
  - The segment thresholds are approximately 100 weekday AM peak hour trips and 133 weekday PM peak hour trips above the existing traffic volumes.
  - The need for widening is estimated to occur in approximately 2023 at which time approximately 172 Phase 3 residential homes would be completed.
  - The site generated traffic is estimated to be approximately 8.6 percent and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Site Access Evaluation

- The intersection and lane groups of Cloverdale Road/Golf Course Access intersection and the two Internal Roundabouts are expected to operate acceptably with Phase 3 buildout of the site during the AM and PM peak hours.
- The daily traffic on the internal streets is projected to be under the ACHD policy thresholds with the exception of the following segments:
  - **Golf Course Access Road (Cloverdale to Phase 2 Access):** The collector roadway is expected to carry approximately 4,200 daily trips which is above the ACHD policy threshold of 3,000 daily trips on a collector that provides a single access to a development. While a secondary local street access to Cloverdale Road will be provided with Phase 1, it will be a gated access for the residents of Phase 1 and therefore is assumed to not meet the ACHD policy for a second access since it will not be available for Phase 2 and Phase 3 traffic.
    - The next phase of the development is planned to include an additional public street connection back to Kuna Road which will provide the necessary secondary access.

- The 3,000 daily trip limit is expected to occur in approximately 2022 with the addition of 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently as they are expected to occur.

o **Phase 3 Access Road:** The local road that will access Phase 3 is projected to carry the approximately 2,485 daily trips generated by this phase of the development, which is in excess of the ACHD standard of 2,000 daily trips on a local street and 1,000 daily trips on a local street being a single access to a development. Mitigation would require addition of another connection from the east-west collector to the new neighborhood. The following should be considered in determining whether a second access is necessary:

- A secondary fire access will be provided.
- If the Phase 3 access road remains a local street with a maximum allowable daily trip threshold of 2,000, approximately 224 units could be completed prior to reaching the daily trip threshold.
  - Given the lot sizing and target buyer of a golf course community, trips on this roadway may be lower than projected due to the assumption that all of the single family homes will be similar to a typical suburban home is likely conservative and many homes will have a lower trip generation similar to a senior detached home.
- ACHD staff have indicated that these local roadways in Phase 3 could potentially be private streets.

- The results from the turn lane warrant analysis found the following:

  o **Cloverdale Road/Golf Course Access**: The existing southbound left-turn lane was identified in needing to be improved to meet current ACHD criteria. This improvement has already been conditioned on Phase 2 by ACHD.

- The results from the queuing analysis found that the 95th percentile queue lengths can be accommodated at the proposed site accesses, with expected queues of one vehicle.
- The intersection sight distance was reviewed, finding that intersection sight distance is available at the Cloverdale Road & Golf Course Access Road.
- The proposed Phase 3 site access is approximately 900 feet from the Golf Course Access Road which meets the ACHD access spacing on collector streets of 150 feet from stop-controlled intersections and 330 feet between local street intersections.
- A review of the site plan identified proposed golf cart path crossings of the local streets in Phase 3, some of which are near intersections and some away from intersections. Intersection sight distance should be provided at these locations and it either placing the crossings at intersections or far enough away from the intersections to be considered mid-block.

RECOMMENDATIONS

Based on the findings and conclusions, recommendations are provided for the buildout of Phase 3 of the Falcon Crest Development.

Existing (2021) Conditions Needs

- **Cloverdale Road/Amity Road**: Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2025 are not constructed.
    - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road/Lake Hazel Road**: Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2024 are not constructed.
    - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - The site generated traffic is estimated to be approximately 4.5 and 5.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Kuna Road/Meridian Road (SH-69)**: Addition of a center turn lane refuge area for north-westbound left-turns or signalization should be considered prior to corridor improvements by ITD.
    - The site generated traffic is estimated to be approximately 2.3 and 2.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road (Amity Road – Lake Hazel Road):** Widen to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
    - The site generated traffic is estimated to be approximately 4.2 and 4.6 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.

Year 2025 background Conditions

- Make improvements identified under existing conditions.
- In addition to the improvements required under existing conditions the following improvements are recommended:
    - **Cloverdale Road/Amity Road**: Widen to provide an additional southbound right turn lane in addition to the westbound right turn lane required under existing conditions if intersection improvements planned by ACHD in 2025 are not constructed.
        - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
        - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
    - **Cloverdale Road (Lake Hazel Road – Columbia Road):** Widen to three lanes if interim widening is deemed necessary. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
        - The site generated traffic is estimated to be approximately 8.6 and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
        - The segment meets ACHD segment volume thresholds during the shoulder peak hours under 2025 total traffic conditions and therefore ACHD policy may allow for mitigation to include an improvement within the vicinity of the site as mitigation. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
    - **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the weekday PM peak hour but is projected to meet signal warrants based on the ACHD policy to evaluate signal warrants if LOS is D or worse. Therefore, a signal is expected to be needed beyond buildout of this project phase. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Phase 3 Site Specific Recommendations

- Golf Course Road Collector

- Plan for connection of collector system to Kuna Road as part of future phases to address the ACHD 3,000 daily trip threshold for a single collector street access.
    - The connection is needed with the addition of approximately 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently

- Phase 3 Local Access Road
    - Coordinate with the City of Kuna and ACHD to ensure the number homes is acceptable due to the projected trips exceeding the ACHD local street threshold of 2,000. If necessary, monitor traffic volumes after completion of approximately 224 residential units to identify if the remaining homes can be completed withing the 2,000 daily traffic threshold. ACHD has indicated designation as private street may also be an option.
- Cloverdale Road & Golf Course Access Road
    - Improve the existing two-way left-turn as already conditioned on Phase 2.
- Phase 3 Internal Roundabout
    - Construct the single-lane internal roundabout at its proposed location, with one entry and exit lane for each approach.
- Golf cart path crossings
    - Provide a delineated crossing with approach signage.
    - Review crossing locations with ACHD to ensure they are either at designated intersections or sufficient distance from existing intersections.
- The following recommendations have been identified to ensure adequate sight distance at site access points, the internal roundabout, and internal roadways.
    - Remove miscellaneous vegetation and potential obstructions along Cloverdale Road as necessary to obtain and maintain adequate intersection sight distance.
    - Shrubbery and landscaping near the internal intersections and the site access point should be maintained to ensure adequate sight distance.
    - If future widening occurs along Cloverdale Road, utility poles should be set back outside of the sight lines.

Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

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

1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

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

Development Process Checklist

Items Completed to Date:

☒Submit a development application to a City or to Ada County

☒The City or the County will transmit the development application to ACHD

☒The ACHD **Planning Review Section** will receive the development application to review

☒The **Planning Review Section** will do one of the following:

☐Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.

☒Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

☒Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐For **ALL** development applications, including those receiving a **"No Review"** letter:

- The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
- The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:
Construction (Non-Subdivisions)

☐ **Driveway or Property Approach(s)**

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

☐ **Working in the ACHD Right-of-Way**

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

Construction (Subdivisions)

☐ **Sediment & Erosion Submittal**

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

☐ **Idaho Power Company**

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

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

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

    a. Filing Fee: The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

    b. Initiation: An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

    c. Time to Reply: The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

    d. Notice of Hearing: Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

    e. Action by Commission: Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Troy Behunin

From: Stacey Yarrington <syarrington@adacounty.id.gov>
Sent: Thursday, July 22, 2021 1:52 PM
To: Troy Behunin
Subject: RE: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Categories: Agency Comments

Troy,
Thank you for the opportunity to provide comment, however, Ada County does not have any comments on this application.
Thanks again,

Stacey Yarrington
Community & Regional Planner
Ada County Development Services
200 W. Front St., Boise, ID 83702
syarrington@adacounty.id.gov
(208) 287-7944 *office*
(208) 287-7909 *fax*

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Tuesday, July 20, 2021 12:00 PM
To: Stacey Yarrington <syarrington@adacounty.id.gov>
Subject: [EXTERNAL] Falcon Crest Golf Villages AGENCY COMMENT REQUEST

CAUTION: This email originated from outside Ada County email servers. Do not click on links or open attachments unless you recognize the sender and know the content is safe. Verify the sender by mouse-hovering over their display name in order to see the sender's full email address and confirm it is not suspicious. If you are unsure an email is safe, please report the email by using the 'Phish Alert' button in Outlook.

Apparently this didn't like you email address. Please let me know you received this.
Thanks,
Troy

From: Troy Behunin
Sent: Tuesday, July 20, 2021 11:58 AM
To: 'A gilman' <agilman@adaweb.net>; 'Ada County Highway District' <planningreview@achdidaho.org>; 'Adam Ingram' <adam.ingram@cableone.biz>; 'Beky Rone (Kuna USPS Addressing)' <rebecca.i.rone@usps.gov>; Bobby Withrow <bwithrow@kunaid.gov>; 'Boise Project Board of Control' <TRitthaler@boiseproject.org>; 'Brent Moore (Ada County)' <bmoore@adacounty.id.gov>; 'Cable One TV' <cheryl.goettsche@cableone.biz>; Catherine Feistner <cfeistner@kunaid.gov>; 'Central District Health Department' <lbadigia@cdhd.idaho.gov>; 'Charlie Butterfield (Meridian Rural Fire District)' <cbutterfield@meridiancity.org>; 'Chief Fratusco' <mfratusco@adacounty.id.gov>; 'COMPASS' <cmiller@compassidaho.org>; 'David Reinhart' <dreinhart@kunaschools.org>; 'DEQ' <BRO.Admin@deq.idaho.gov>; 'Eric Adolfson' <eadolfson@compassidaho.org>; 'Idaho Power Easements' <easements@idahopower.com>; 'Idaho Power Easements 2' <kfunke@idahopower.com>; 'Intermountain Gas' <bryce.ostler@intgas.com>; 'ITD'

<D3Development.Services@itd.idaho.gov>; 'J&M Sanitation' <Chad.Gordon@jmsanitation.com>; Jace Hellman <jhellman@kunaID.gov>; 'Joe Bongiorno (Meridian Deputy Fire Marshall)' <jbongiorno@meridiancity.org>; 'Judy Gerhart' <jgerhart@meridiancity.org>; 'Julie Stanley (Regional Address Management)' <Julie.R.Stanley@usps.gov>; 'Krystal Hinkle' <khinkle@kunafire.com>; 'Marc Boyer (Kuna Postmaster)' <marc.c.boyer@usps.gov>; 'Marci Horner (West Ada School District)' <horner.marci@westada.org>; 'Megan Leatherman' <mleatherman@adaweb.net>; 'New York Irrigation' <terri@nyid.org>; 'Paris Dickerson' <PDickerson@idahopower.com>; Paul Stevens <PStevens@kunaid.gov>; 'Planning Manager (Ada County Development Services)' <jboal@adaweb.net>; 'Robie Reno' <rreno@kunaschools.org>; 'Stacey Yarrington' <syarrington@adacounty,id.gov>; 'TJ Lawrence' <tlawrence@kaunfire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Everyone,
Please review the attached PDF/Request for comment about the Falcon Crest Golf Villages Preliminary plat and send relevant comments back to our office within the time frame requested.

This is tentatively scheduled for a *Sept. 28, 2021*, Commission meeting. If you need additional time, please let our office know as soon as you are able.
Thanks!
Troy

Troy Behunin
Planner III
City of Kuna
751 W. 4th Street
Kuna, ID 83634
TBehunin@KunaId.Gov

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This e-mail and any attachments may contain confidential or privileged information. If you are not the intended recipient, you are not authorized to use or distribute any information included in this e-mail or its attachments. If you receive this e-mail in error, please delete it from your system and contact the sender.

CENTRAL DISTRICT HEALTH

Ada County Transmittal

Division of Community and Environmental Health

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

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 21-04-S

Falcon Crest Golf Village

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

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

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

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

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

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

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

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

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

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

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

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

☐ 14. _____

_____

_____ Reviewed By: Ron Poole

Date: 1/26/21

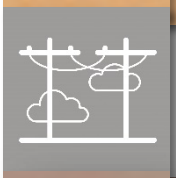
Communities in Motion 2040 2.0 Development Review

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

Development Name: Falcon Crest Golf Villages (21-04-S) **Agency: Kuna**

CIM Vision Category: Rural

New households: 291 **New jobs: 0** **Exceeds CIM forecast: No**

CIM Corridor: **Cloverdale Road** Pedestrian level of stress: **R** Bicycle level of stress: **R**	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with **G or PG** ratings better support bicyclists and pedestrians of all ages and comfort levels.
Housing within 1 mile: **200** Jobs within 1 mile: **150** Jobs/Housing Ratio: **0.8**	A good jobs/housing balance – a ratio between **1 and 1.5** – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.
 Nearest police station: **>4 miles** Nearest fire station: **>4 miles**	Developments within **1.5 miles** of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
Farmland consumed: **Yes** Farmland within 1 mile: **947 acres**	Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.
Nearest bus stop: **>4 miles** Nearest public school: **>4 miles** Nearest public park: **>4 miles** Nearest grocery store: **>4 miles**	Residents who live or work less than **½ mile** from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

This location is still in a predominately farmland area. Nearby services, such as schools, parks, grocery, and other services are likely accessed only by vehicle and there are no plans for public transportation to this location.

More information about COMPASS and *Communities in Motion 2040 2.0*:
Web: www.compassidaho.org
Email info@compassidaho.org
More information about the development review process:
http://www.compassidaho.org/dashboard/devreview.htm

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 N Orchard Street, Boise, ID 83706
(208) 373-0550

Brad Little, Governor
Jess Byrne, Director

July 30, 2021

By e-mail: TBehunin@KunaId.Gov

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

Subject: Falcon Crest Golf Villages Subdivision, 21-04-S

Dear Mr. Behunin:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. **AIR QUALITY**

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

- All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.

- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.

- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

- For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: https://www.deq.idaho.gov/water-quality/drinking-water/. For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollution Discharge Elimination System (IPDES) Permit. A Construction General Permit from DEQ may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

  For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

  For questions, contact Albert Crawshaw, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance.

- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,

Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2021AEK143

Troy Behunin

From: Scott Arellano <scott@fccnwi.com>
Sent: Monday, October 25, 2021 2:02 PM
To: TLawrence Kuna Fire; Troy Behunin
Subject: Re: FW: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Categories: Agency Comments

Good afternoon Troy,

Speaking from a State Fire Code perspective, I don't see any reason for concern with the proposed changes in section 6-3-3.

- The current Idaho Fire Code requires special approval for any dead-end roadway over 750 feet. In this scenario, Fire would require an alternative access point into any development. (IFC appendix D103.4)
- The current Idaho Fire Code requires a 96' diameter cul-de-sac beginning with dead end roads at 151'. The proposal indicates a 50' minimum radius which gives us 100' cul-de-sacs. Maybe those include the sidewalks with sloped curbs but that is generally accepted. (IFC D103.1)

Obviously TJ should chime in since he has the final say. Let me know if you would like something else.

Scott Arellano, CFM
Kuna Rural Fire District
1.208.780.9063 (cell)
1.208.629.8636 (office)

On Mon, Oct 25, 2021 at 1:31 PM T.J. Lawrence <tlawrence@kunafire.com> wrote:

> This was sent to me by Troy and not sure if you have seen it.
>
> T.J. Lawrence
>
> Fire Chief
>
> Kuna Rural Fire District
>
> PO Box 607
>
> Kuna, Idaho 83634
>
> Station 1:(208)922-1144
>
> Fax:(208)922-1982

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Friday, October 22, 2021 3:06 PM
To: T.J. Lawrence <tlawrence@kunafire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

TJ,

I was wondering if you folks have comments concerning this project? I ask because the applicant was provided the following exception to the KCC code, but there is a catch. The left column is current code…. But through the Planned Unit Development process (PUD), they were approved for the changes in the right column. If you would weigh in on at least that portion of the project, we would certainly appreciate it. 😊it will make the public hearing go better. I know they will be connecting long cul-de-sacs with EMS access. Perhaps they have already visited with you about this…?

If you have any questions, please let me know.

This is scheduled to go to the P&Z Commission on Nov 9th.

Thanks,

troy

From: T.J. Lawrence <tlawrence@kunafire.com>
Sent: Tuesday, July 20, 2021 5:45 PM
To: Troy Behunin <tbehunin@kunaid.gov>
Subject: RE: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

I did receive this. Thank you Troy

T.J. Lawrence

Battalion Chief

Kuna Rural Fire District

PO Box 607

Kuna, Idaho 83634

Station 1:(208)922-1144

Fax:(208)922-1982

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Tuesday, July 20, 2021 12:00 PM
To: T.J. Lawrence <tlawrence@kunafire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

TJ,

Apparently this didn't like you email address. Please let me know you received this.

Thanks,

Troy

From: Troy Behunin
Sent: Tuesday, July 20, 2021 11:58 AM
To: 'A gilman' <agilman@adaweb.net>; 'Ada County Highway District' <planningreview@achdidaho.org>; 'Adam Ingram' <adam.ingram@cableone.biz>; 'Beky Rone (Kuna USPS Addressing)' <rebecca.i.rone@usps.gov>; Bobby Withrow <bwithrow@kunaid.gov>; 'Boise Project Board of Control' <TRitthaler@boiseproject.org>; 'Brent Moore (Ada County)' <bmoore@adacounty.id.gov>; 'Cable One TV' <cheryl.goettsche@cableone.biz>; Catherine Feistner <cfeistner@kunaid.gov>; 'Central District Health Department' <lbadigia@cdhd.idaho.gov>; 'Charlie Butterfield (Meridian Rural Fire District)' <cbutterfield@meridiancity.org>; 'Chief Fratusco' <mfratusco@adacounty.id.gov>; 'COMPASS' <cmiller@compassidaho.org>; 'David Reinhart' <dreinhart@kunaschools.org>; 'DEQ' <BRO.Admin@deq.idaho.gov>; 'Eric Adolfson' <eadolfson@compassidaho.org>; 'Idaho Power Easements' <easements@idahopower.com>; 'Idaho Power Easements 2' <kfunke@idahopower.com>; 'Intermountain Gas' <bryce.ostler@intgas.com>; 'ITD' <D3Development.Services@itd.idaho.gov>; 'J&M Sanitation' <Chad.Gordon@jmsanitation.com>; Jace Hellman <jhellman@kunaID.gov>; 'Joe Bongiorno (Meridian Deputy Fire Marshall)' <jbongiorno@meridiancity.org>; 'Judy Gerhart' <jgerhart@meridiancity.org>; 'Julie Stanley (Regional Address Management)' <Julie.R.Stanley@usps.gov>; 'Krystal Hinkle' <khinkle@kunafire.com>; 'Marc Boyer (Kuna Postmaster)' <marc.c.boyer@usps.gov>; 'Marci Horner (West Ada School District)' <horner.marci@westada.org>; 'Megan Leatherman' <mleatherman@adaweb.net>; 'New York Irrigation' <terri@nyid.org>; 'Paris Dickerson'

<PDickerson@idahopower.com>; Paul Stevens <PStevens@kunaid.gov>; 'Planning Manager (Ada County Development Services)' <jboal@adaweb.net>; 'Robie Reno' <rreno@kunaschools.org>; 'Stacey Yarrington' <syarrington@adacounty,id.gov>; 'TJ Lawrence' <tlawrence@kaunfire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Everyone,

Please review the attached PDF/Request for comment about the Falcon Crest Golf Villages Preliminary plat and send relevant comments back to our office within the time frame requested.

This is tentatively scheduled for a *Sept. 28, 2021*, Commission meeting. If you need additional time, please let our office know as soon as you are able.

Thanks!

Troy

Troy Behunin
Planner III
City of Kuna
751 W. 4th Street
Kuna, ID 83634

TBehunin@KunaId.Gov

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Kuna School District

Inspiring each student to become a lifelong learner and a contributing, responsible citizen.

Dec 9, 2021

Dear City of Kuna,

Kuna School District has experienced approximately 2% growth over the last ten years. This development will generate approximately 174 additional students. Given the current approvals you have granted, we cannot serve Falcon Crest Golf Villages Subdivision given the number of developments approved within this school zone, once the area is built out, without additional bonds.

School	Capacity	Current Enrollment
Silver Trail Elementary	616	554
Fremont Middle School	660	573
Kuna / Swan Falls High	2000	1898

In the 2019 City of Kuna Comprehensive Plan approved by the City Council you state: “School facilities will expand, as needed, to keep pace with Kuna’s growing population.” In order to expand we require partnerships with the developers and most importantly, bonds. As you know, bonds in the State of Idaho require a 67% super majority to pass for school construction and expansion. We cannot legally advocate for a bond, therefore passage to keep up with growth is not in our control.

We also seek partnerships with the residential developers of this area. Few have come forward to help offset the costs associated with expansion. When those partnerships are established we will always inform the City of Kuna through an amended letter.

In the future we will write a more detailed letter with the period of Agency Comment.

Regards,

David Reinhart and Robbie Reno
School District Planners

711 E. Porter Rd., Kuna, Idaho 83634
Phone: (208) 922-1000 FAX: (208) 922-5646

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

Case No. 21-04-S: Falcon Crest Golf Villages Subdivision;
Preliminary-Plat.

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, December 14, 2021, at 6:00 PM**, or as soon as can be heard; in connection with a **Preliminary Plat (S)** request for *Falcon Crest Golf Villages Subdivision*. Wendy Shrief of JUB Engineers on behalf of M3 Companies, requests approval to subdivide approx. 86.90 acres into 291 Residential Lots and 43 Common Lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at 208.922.5274.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

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*(No need to print this portion) Please publish one time on **November 24, 2021**.*

(Sent 11.12.2021)

Kuna P.O. #12652

Suggestions for Testifying at Public Hearings:

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

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

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

If you do not wish to speak, write…
Written testimony received by close of business the Wednesday before the hearing will be included in the meeting packet; late submissions will be provided to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments/info at the hearing and expect it to be reviewed prior to a decision.

KUNA
Planning & Zoning
PO BOX 13
Kuna, ID 83634

EOPOST FIRST-CLASS MAIL
11/23/2021
US POSTAGE $000.00⁰

ZIP 83634
041M11460992

JR
11.23.21

City of Kuna

LEGAL NOTICE

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

Case No. 21-04-S (Preliminary Plat) Falcon Crest Golf Villages Subdivision

Wendy Shrief of JUB Engineers, on behalf of M3 Companies, requests approval to subdivide approx. 86.90 ac. into 291 residential lots & 43 common lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units Per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale & Kuna Roads, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

The public is invited to provide written or oral testimony. Due to current health precautions associated with COVID-19, alternative methods have been provided. Contact Planning & Zoning at (208) 922-5274 for more information.

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

MAILED 11.23.2021

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

Case No. 21-04-S: Falcon Crest Golf Villages Subdivision;
Preliminary-Plat.

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission will hold a public hearing **Tuesday, October 26, 2021, at 6:00 PM**, or as soon as can be heard; in connection with a **Preliminary Plat (S)** request for *Falcon Crest Golf Villages Subdivision*. Wendy Shrief of JUB Engineers on behalf of M3 Companies, requests approval to subdivide approx. 86.90 acres into 291 Residential Lots and 43 Common Lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

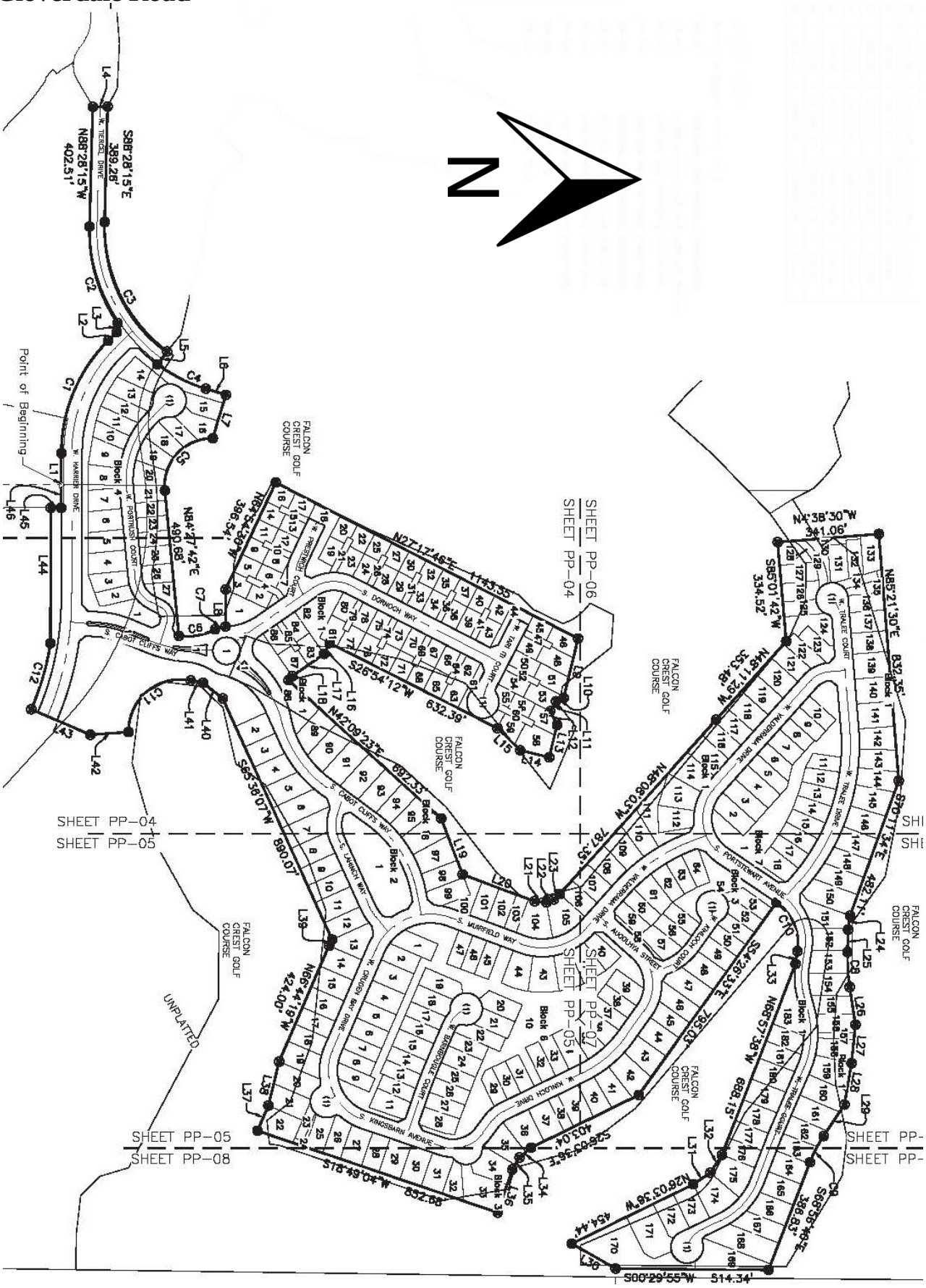
Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at 208.922.5274.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

Map provided on Page 2

Cloverdale Road



City of Kuna
PROOF OF PROPERTY POSTING

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

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for Falcon Crest Golf Village Sub (**NAME OF SUBDIVISION OR ADDRESS**) was posted as required per Kuna City Ordinance 5-1A-8. Sign posted Friday, October 15, 2021 (**DAY OF THE WEEK, MONTH, DATE AND YEAR**). *This form is required to be returned three (3) calendar days subsequent to posting and signs are to be removed from the site three (3) calendar days after the hearing.*

DATED *this* 15th *day of* October, 2021

Signature,

Owner/Developer

STATE OF IDAHO)
): ss
County of Ada)

On this 15th *day of* October, 2021, *before me the undersigned, a Notary Public in and for said State, personally appeared before me (Owner, Developer).*

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

HOLLY WEIGEL NOTARY PUBLIC STATE OF IDAHO

Notary Public
Residing at Boise W State St.

Commission Expires 4/5/2027

Falcon Crest "Golf Villages"

Valor: A Master-Planned Community
Kuna, ID

Kuna Planning & Zoning

December 14, 2021

m3companies

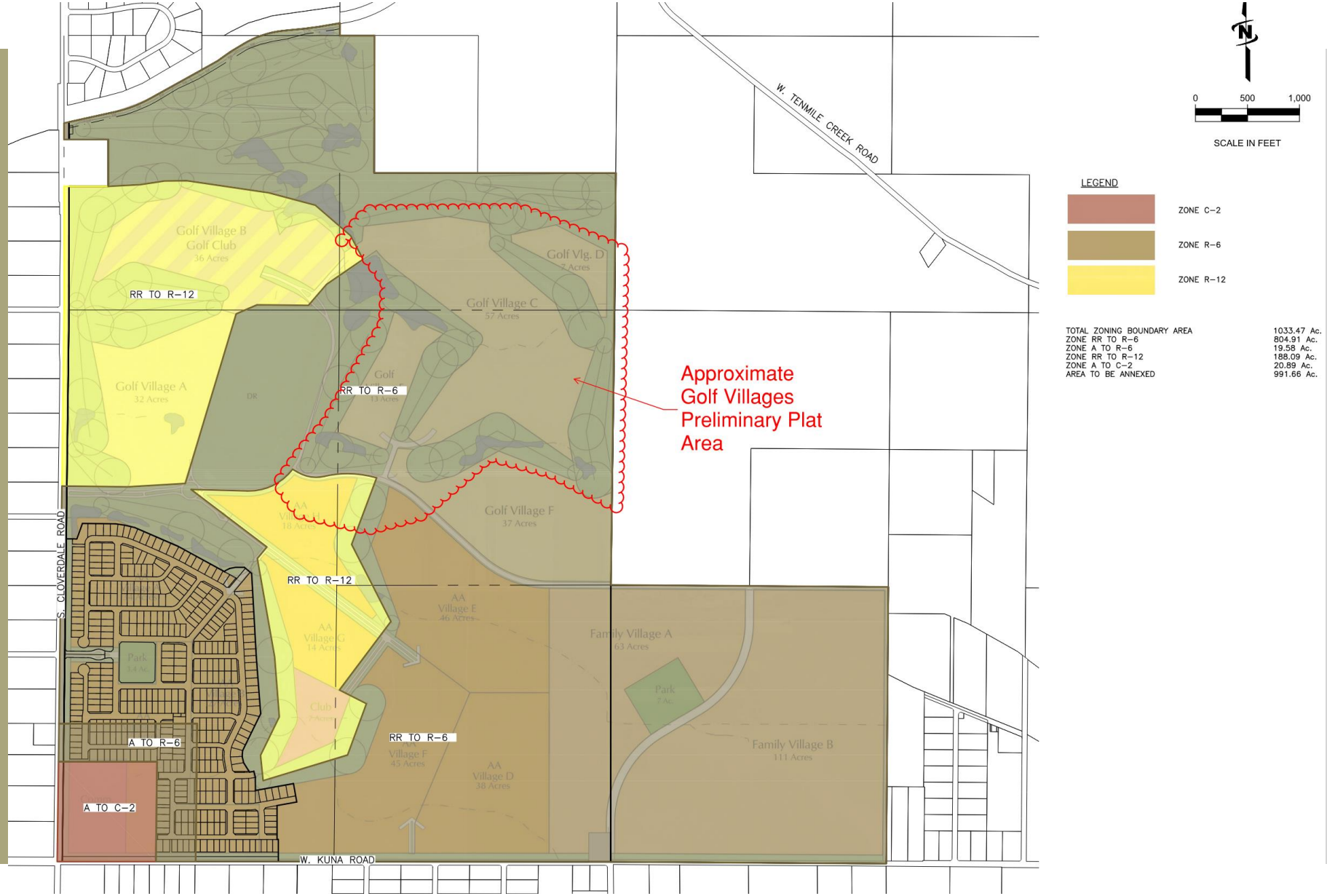
Falcon Crest Entitlement Summary

-Master Plan is annexed

-Zoned – combination of R-6, R-12, and C-2

-Development Agreement / PUD

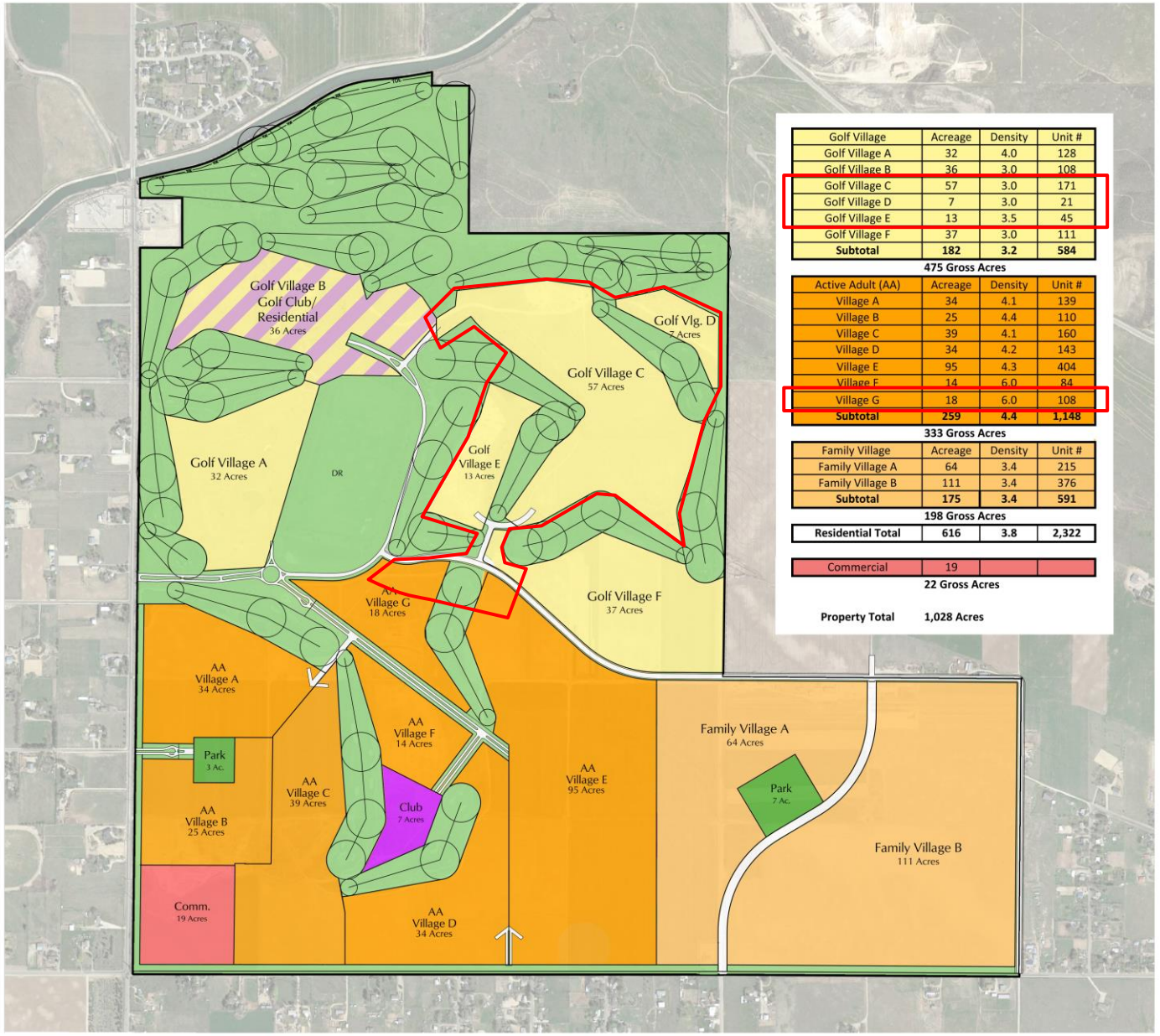
-2 Approved Preliminary Plats



Falcon Crest Entitlement Summary

Approved Master Plan & Density

Golf Villages Location



Golf Village	Acreage	Density	Unit #
Golf Village A	32	4.0	128
Golf Village B	36	3.0	108
Golf Village C	57	3.0	171
Golf Village D	7	3.0	21
Golf Village E	13	3.5	45
Golf Village F	37	3.0	111
Subtotal	**182**	**3.2**	**584**

475 Gross Acres

Active Adult (AA)	Acreage	Density	Unit #
Village A	34	4.1	139
Village B	25	4.4	110
Village C	39	4.1	160
Village D	34	4.2	143
Village E	95	4.3	404
Village F	14	6.0	84
Village G	18	6.0	108
Subtotal	**259**	**4.4**	**1,148**

333 Gross Acres

Family Village	Acreage	Density	Unit #
Family Village A	64	3.4	215
Family Village B	111	3.4	376
Subtotal	**175**	**3.4**	**591**

198 Gross Acres

Residential Total	**616**	**3.8**	**2,322**

Commercial	19		

22 Gross Acres

Property Total **1,028 Acres**

Falcon Crest

PRELIMINARY DEVELOPMENT PLAN

May 15, 2018

SCALE: 1" = 300'

GREEY|PICKETT

Valor Community Master Plan

Trilogy
m3companies

VALOR

May 27, 2021

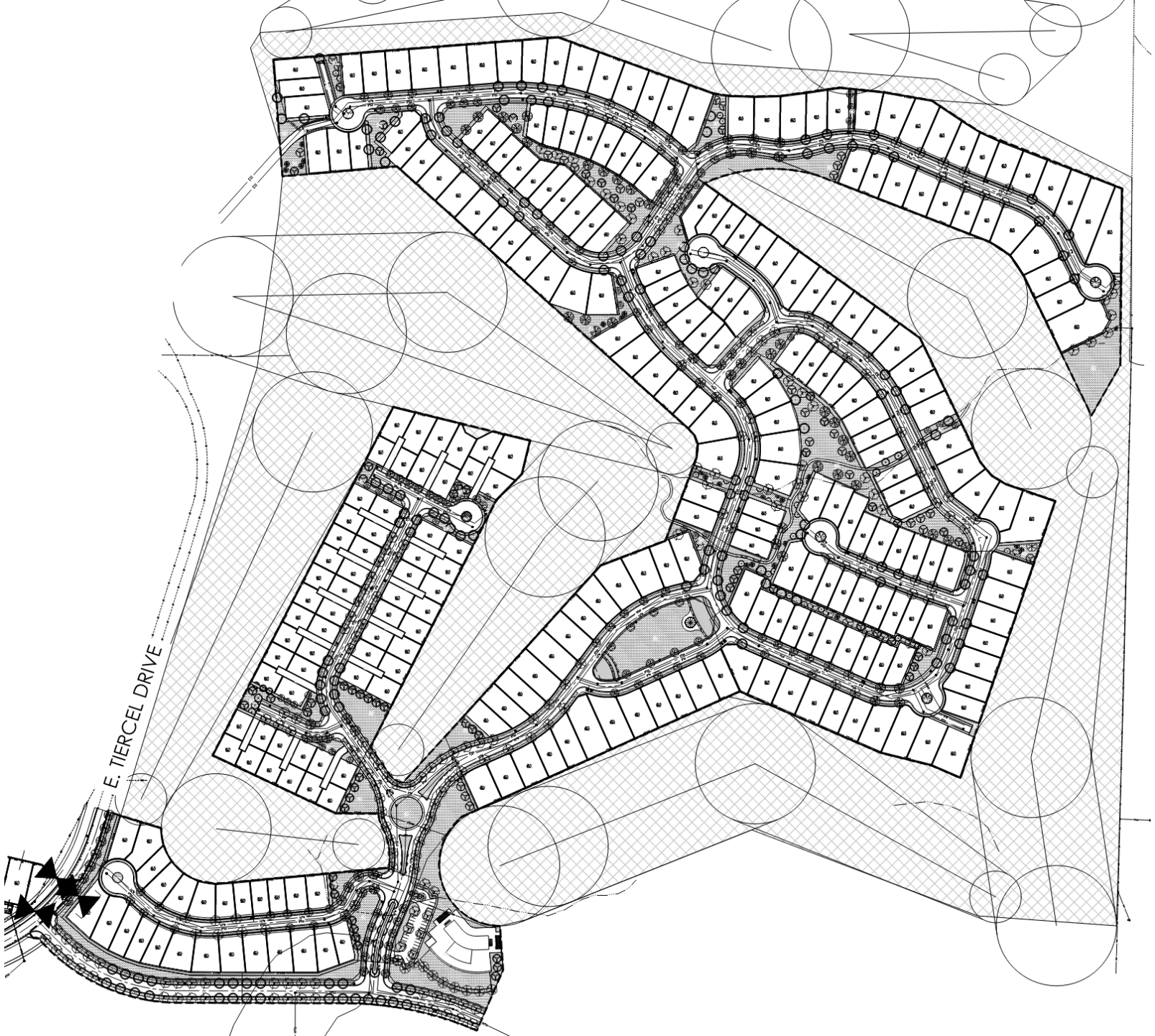
GREEY|PICKETT

Main Entry at Cloverdale – Tiercel Lane

Main Entry –
Tiercel Ln.

Tiercel Lane - Roundabout

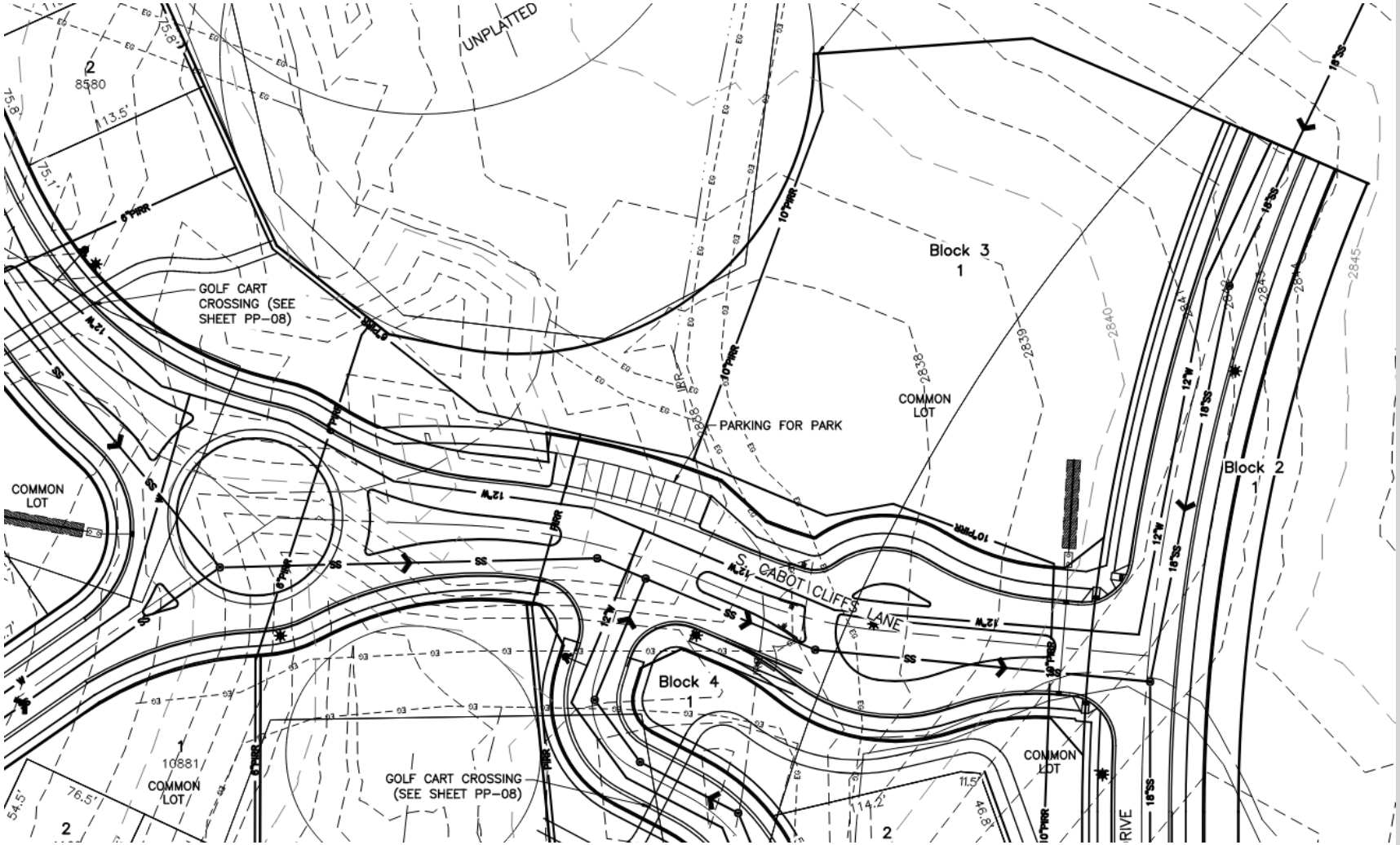
Valor Golf Villages Landscape& Site Plan



Valor Golf Villages Master Plan

Entry Road Modification & Private Streets

Development Agreement Provides for the use of private streets and criteria



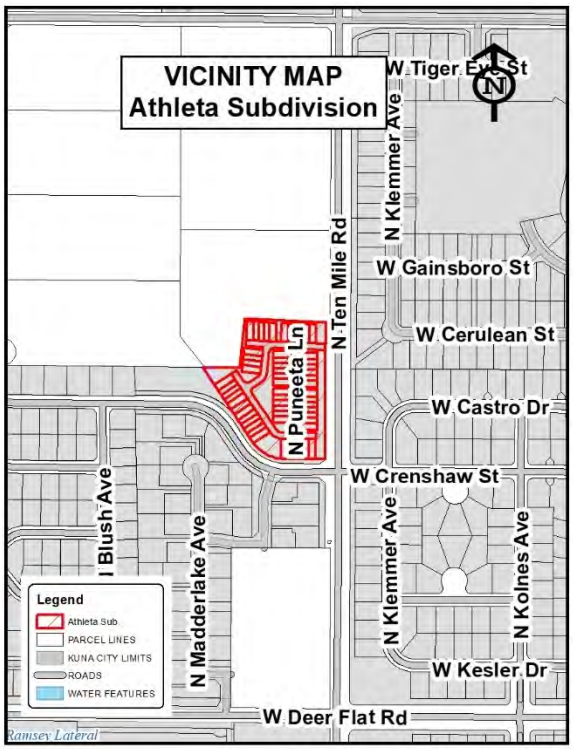
Falcon Crest Hole 17 Modification

BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF	)	**Case No. 21-27-DR Modification**
	)	**(DESIGN REVIEW)**
PACIFIC RIM BUILDERS	)	
	)	**STAFF REPORT FOR DESIGN**
For Design Review Modification for the	)	**REVIEW MODIFICATION FOR**
Athleta Subdivision.	)	**ATHLETA SUB. APPLICATION**

TABLE OF CONTENTS

1. Exhibit List
2. Process and Noticing
3. Applicants Request
4. Proposed General Project Facts
5. Staff Analysis
6. Proposed Findings of Fact and Conclusions of Law
7. Proposed Commission's Order of Decision



I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Report			X
2.1	P n Z Application Coversheet			X
2.2	Design Review Application			X
2.3	Narrative			X

2.4	Vicinity Map			X
2.5	Legal Description – Final Plat of Athleta Subdivision			X
2.6	Site Plan and Aerial Map			X
2.7	Elevations and Materials List			X
2.8	Warranty Deed			X
2.9	Ownership Affidavit			X

II
PROCESS AND NOTICING

2.1 In accordance with Kuna City Code (KCC) 5-4-2: Design Review; all new commercial projects, landscaping and parking lots are required to submit an application for review by the Planning and Zoning Commission. As a public meeting item, this action requires no formal public noticing actions.

2.2 Notifications

2.2.1 Completeness Letter: November 5, 2021

2.2.2 Agenda: December 14, 2021

III
APPLICANTS REQUEST

3.1 Pacific Rim Builders, requests Design Review Modification approval for the Athleta Subdivision. The Applicant seeks approval for a townhouse product with different elevation than previously approved. This project is located on the hard Northwest Corner (NWC) of N Ten Mile Road and W Crenshaw Street, Kuna, ID..

IV
GENERAL PROJECT FACTS

4.1 Site History

4.1.1 The property is currently zoned R-20, High Density Residential (HDR), and is fully improved with a recorded Final Plat. The site is prepared for Townhome construction.

4.2 Surrounding Land Uses

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

4.3 Parcel Number(s), Parcel Size(s), Zoning

4.3.1 Final Plat Recorded as Athleta Subdivision on March 11, 2021, in Book 120, Pages 18707 through 18709 under Instrument No. 2021-039210.
4.3.2 Subdivision Total Size: Approx. 4.11 acres
4.3.3 R-20 - High Density Residential

4.4 Services

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

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 The sites topography is generally flat and has vegetation typically associated with vacant / improved lots.

4.6 Environmental Issues

4.6.1 Apart from being within the Nitrate Priority Area, staff is not aware of any environmental issues, health or safety conflicts at this time.

V
TRAFFIC AND CONNECTIVITY

5.1 Transportation/Connectivity

5.1 ACHD and the City staff has approved access from S Ten Mile Road as indicated on the recorded final plat.

VI
STAFF ANALYSIS

6.1 The Athleta Townhomes project was previously approved for Townhome Design Review in 2019 (19-05-DR Mulberry Townhomes). In 2019, the project obtained full Design Review Committee (DRC) approval for Buildings, Parking, Lighting and Landscaping.

The Applicant is proposing a new single-family townhome community which features groups of buildings with 4, 5, 6 or 7 attached homes over 4.11 acres. The final plat for this project recorded in 2020. Each home will have an exterior deck, a two-car garage, a driveway for two additional cars in the rear of the dwelling, and front doors will face open spaces to encourage community interaction. The Applicant has proposed extensive useful open spaces, including a large number of pathways, additional parking, a pavilion, tot-lot, dog-park and outdoor places for the residents.

If approved, this will introduce a housing product that currently does not exist in Kuna. Townhomes on their own lots with garages and driveways like detached single-family home subdivisions. The buildings and their materials appear to follow the Kuna Architectural guidelines, and staff supports the proposed buildings and proposed materials. Changes or

substitutions made without prior staff approval will not be allowed unless Applicant seeks additional Design Review Modification approval.

The Applicant is hereby notified that this project is subject to Design Review inspections and fees. Required inspections (post construction), are to verify building, parking lot, street light, landscaping and signage compliance, prior to issuance of the Certificate of Occupancy for the buildings.

Staff views the proposed Townhouses to be generally consistent with the goals and vision for Kuna City and the Design Review requirements listed in KCC 5-4. Staff notes that a subdivision sign is not included with this application, however, a sign design review application will be required for any future signs.

Staff would recommend the Developer/Owner be conditioned to remove the 6-foot vinyl fence along the Ten Mile Road section of the project, to remove the canyon affect that exists due to the fence being placed on the property line. If the Developer/Owner wishes to move the fence back, staff would recommend the fence be no closer than 15 feet of the Ten Mile Road Property line; Staff included this as Condition 8.5.

Staff has determined that this application appears to comply with Kuna City Code as presented; Comprehensive Plan; Future Land Use Map; and Idaho Code and Staff forwards a recommendation of approval for Case No. 21-33-DR Mod.. Staff recommends if the Planning and Zoning Commission approves Case No. 21-33-DR Mod. the Applicant be subject to the Conditions of Approval listed in section "VIII" (Eight) of this report, as well as any additional Conditions requested by the Planning and Zoning Commission.

6.2 Applicable Standards

6.2.1 Kuna City Code, Title 5, Chapter 4 Design Review Overlay District;
6.2.2 City of Kuna Comprehensive Plan;
6.2.3 Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

VII
PROPOSED FINDINGS OF FACT & CONCLUSIONS OF LAW

Based upon the record contained in Case No. 21-33-DR Modification, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, and the exhibits, the Planning and Zoning Commission hereby (***Approves/Conditionally Approves/Denies)*** the Findings of Fact and Conclusions of Law, and Conditions of Approval for Case No. 21-33-DR Modification, a request by Pacific Rim Builders for Design Review Modification approval for the Athleta Subdivision Townhomes.

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

7.1 The contents of the proposed Design Review application contain all of the necessary requirements as listed in KCC 5-4-9: - Design Review Application Required.

Staff Finding: *Review by Staff and the Commission of the proposed Design Review confirms all applicable requirements listed in KCC 5-4-9 were provided.*

7.2 Based on the evidence contained in Case No. 21-33-DR Mod., the design and relationship of exterior materials generally complies with Kuna City Code and is appropriate for the subject site.

Staff Finding: *The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with the design requirements listed in KCC Title 5, Chapter 4 and is an appropriate fit for the property's residential zoning designation.*

VIII
PROPOSED COMMISSIONS ORDER OF DECISION

Note: The motion is for the ***Approval, Conditional Approval, or Denial*** *of the Alternative Fence Compliance application. However, if the Planning and Zoning Commission wishes to* ***Approve/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, case file, and discussion at the public meeting, the Planning and Zoning Commission of Kuna, Idaho (acting as Design Review Committee), hereby ***Approves/Conditionally Approves/Denies*** Case No. 21-33-DR Mod. (Design Review), a request from Pacific Rim Builders, for Design Review Modification for the Athleta Subdivision subject to the following Conditions of Approval:

8.1 This Design Review is subject to a Landscape Design Review Inspection(s) and approvals prior to requesting Certificate of Occupancy for each bulding; Design review inspection fees shall be paid *prior to* requesting staff inspection.

8.2 The Landowner/Applicant/Developer and any future assigns having an interest in the subject property, shall fully comply with *all* conditions as approved by the Commission, or seek amending them through the Design Review process.

8.3 Applicant shall record a schedule for perpetual maintenance by the H.O.A. for all common areas and facilities within those common areas with recorded Covenants, Codes and Restrictions (CC&R's) for the subdivision; and shall provide a recorded copy of the CC&R's to the City.

8.4 Applicant shall work with the City and Ada County Highway District (ACHD) in maintaining all Vision Triangle requirements for safe intersections.

8.5 The Developer/Owner shall remove the 6-foot vinyl fence along the Ten Mile Road section of the project to avoid the canyon affect.

8.6 Applicant shall follow staff, City Engineer and other agency recommended requirements, as applicable.

8.7 Applicant shall comply with all local, state and federal laws.

DATED this 14th day of December, 2021.

Planning & Zoning Application Coversheet

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

****Office Use Only****

File No.(s): 21-33-DR

Project Name: Athleta Sub. Re-DRC

Date Received: 10.28.2021

Date Accepted as Complete: 11.5.2021

Type of review requested (check all that apply):

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

Owner of Record

Name: I M H Boise Athleta LLC

Address: 1515 Cascade Ave, Loveland CO 80538

Phone: 208 353 1765 Email: thanson@pacrimbldrs.com

Applicant (Developer) Information

Name: Pacific Rim Builders

Address: 1515 Cascade Ave, Loveland CO 80538

Phone: 970 541 9100 Email: dmann@pacrimbldrs.com

Engineer/Representative Information

Name: Collab Architecture Studio

Address: 5000 Goodman St, Timnah CO 80547

Phone: 970.215.9907 Email: jordan@collabarchitects.com

Subject Property Information

Site Address: 2003 N Ten Mile Rd, Kina

Nearest Major Cross Streets: Ten Mile and Crenshaw

Parcel No.(s): _____

Section, Township, Range: _____

Property Size: _____

Current Land Use: _____ Proposed Land Use: _____

Current Zoning: _____ Proposed Zoning: _____

Project Description

Project Name: Athleta

General Description of Project: 57 Townhome project

_____

_____

Type of proposed use (check all that apply and provide specific density/zoning):
☐ Residential: R-2 R-4 R-6 R-8 R-12 R-20 ☐ Commercial: C-1 C-2 C-3 ☐ CBD
☐ Office ☐ Industrial: M-1 M-2 ☐ Other: _____

Type(s) of amenities provided with development: _____

_____

_____

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO

If YES, please describe: _____

_____

Will any existing buildings remain? YES NO

No. of Residential Units: 57 No. of Building Lots: _____

No. of Common Lots: 1 No. of Other Lots: _____

Type of dwelling(s) proposed (check all that apply):
☐ Single-Family ■ Townhomes ☐ Duplexes ☐ Multi-Family
☐ Other: _____

Minimum square footage of structure(s): 1803 sq ft is smallest

Gross Density (Dwelling Units ÷ Total Acreage): 13.9 units per acre

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 17 units per acre

Percentage of Open Space provided: 52% Acreage of Open Space: 86,158 sq ft

Type of Open Space provided (i.e. public, common, landscaping): Common areas, landscape

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

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

Building height: _____ Hours of Operation: _____

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

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

Proposed Parking

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

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

As per previous approval

Applicant Signature: _____ Date: 10/28/21

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

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

DESIGN REVIEW APPLICATION

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

****Office Use Only****

Case No(s).: 21-33-DR

Project Name: Athleta Townhomes

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

Date Received: 10.28.21

Date Accepted as Complete: 11.5.21

The City of Kuna has adopted a Design Review Overlay District 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 Kuna City Code 5-4. The Design Overlay District includes all of Kuna City Limits.

Design Review includes, but is not limited to:

- Commercial
- Industrial
- Institutional
- Office
- Multi-family Residential
- Common Areas
- Proposed Conversions
- Proposed changes in land and/or building use
- Exterior Remodeling/Restoration
- Enlargement or Expansion of existing buildings or sites

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

- Complete Planning & Zoning Application Coversheet
- Complete Design Review Application *(It is the Applicant's responsibility to use the most current application.)*
- Detailed narrative or justification for the application, describing the project, design elements and how the project complies with Design Review standards.
- Vicinity Map: 8.5" x 11" at 1" = 300' scale (or similar). Label the location of the property and adjacent streets.
- Aerial Map: 8.5" x 11" color photo depicting proposed site, street names, and surrounding area within 500'.
- Recorded Warranty Deed
- Affidavit of Legal Interest if the individual submitting the application is not the property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Color rendering and material sample(s) specifically noting where each color and material is to be located on the structure. *(PDF or photo of materials acceptable).*
- Detailed Plans: Site Plan; Landscape Plan; Drainage Plan; and Elevations.

Detailed Site Plan Requirements

- Name of plan preparer with contact information
- Name of project and date
- North arrow
- Property Lines
- Existing structures – Identify those which are 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 and/or proposed utility services; any above ground utility structures and provide their location
- Location and width of easements, canals and drainage ditches
- Location and dimensions of off-street parking
- Location and size of any loading areas, docks, ramps and vehicle storage or service areas
- Location of trash storage areas and exterior mechanical equipment; provide proposed method of screening
- Sign locations *(A separate Sign Application must be submitted; this is a Staff level review.)*
- On-site transportation circulation plan for motor vehicles, pedestrians and bicycles
- Locations and uses of ***all*** Open Spaces (*if applicable*)
- Location, types and sizes of sound and visual buffers *(all buffers must be located outside the public rights-of-way.)*
- Parking layout including spaces, driveways, curbs, cuts, circulation patterns, pedestrian walks and vision triangles
- Location and designation of subdivision lines *(if applicable)*, property lines, and rights-of-way
- Location of walls and fences; provide their height and material of construction
- Roofline and foundation plan of building and location onsite

Landscape Plan

The Landscape Plan need to be drawn by the Project Architect, Professional Landscape Architect, Landscape Designer, or qualified Nurseryman for developments possessing more than twelve thousand (12,000) square feet of private land. The Landscape Plan must be colored and drawn to a scale no smaller than 1" = 30', unless otherwise approved. The Planning & Zoning Director may require the preparation of a landscape plan for smaller developments by one of the noted individuals, if the lot(s) have unique attributes. (*See Kuna City Code 5-17 Landscaping Requirements*)

- Name of plan preparer with contact information
- Name of project and date
- North arrow
- Boundaries, property lines and dimensions
- Location and design of areas to be landscaped
- Location and labels for all proposed plants
- Existing vegetation identified by species & sizes, and if they are proposed to be relocated or removed (*Retention of existing trees required, see Kuna City Code 5-17-4*)
- Plant lists or schedules with the botanical common name, quantity, and spacing as well as the size of all proposed landscape materials at time of planting
- Location of automatic, underground irrigation systems (*See Kuna City Code 5-17-11*)
- Clearly identify pressurized irrigation lines and underground water storage

- Location, description, materials, and cross-sections of special features, including berming, retaining walls, hedges, fencings, fountains, street/pathway furniture, etc.
- Sign locations (a separate sign application must be submitted)
- Locations of open spaces (*if applicable*)
- Parking areas
- 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

- Detailed elevation plans, in color, of each side of any proposed building(s) or addition(s). Label associated elevations with North, South, East, West
- Color renderings of all proposed building materials and indication where each material and color application are to be located, in PDF or JPEG format.
- Screening of mechanical equipment
- Provide a cross-section of the building showing any rooftop mechanical units and their roof placement
- Detailed trash enclosure elevation plans showing the materials to be used in construction

Lighting Plan

- Exterior lighting, including detailed cut sheets and photometric plan *(pedestrian, vehicle, security, decoration, etc.)*
- Types and wattage of all light fixtures. *(NOTE: Lighting fixtures shall comply with "Dark Sky" policies.)*
- Placement of all light fixtures shown on elevations and landscaping plans

Owner Information

Name: I M H Boise Athleta LLC

Address: 1515 Cascade Ave, Loveland CO 80538

Phone: 208 353 1765 Email: thanson@pacrimbldrs.com

Applicant Information

Name: Pacific Rim Builders

Address: 1515 Cascade Ave, Loveland CO 80538

Phone: 970 541 9100 Email: dmann@pacrimbldrs.com

Engineer/Representative

Name: Collab Architecture Studio

Address: 5000 Goodman St, Timnah CO 80547

Phone: 970.215.9907 Email: jordan@collabarchitects.com

Property Information

Address: 2003 N Ten Mile Rd, Kina

Parcel No(s).: _____

Closest Major Cross Streets: Ten Mile and Crenshaw

Please check the box that reflects the intent of the application:

☐ Building Design Review ■ Design Review Modification

■ Staff Level Application ☐ Subdivision/Common Area Landscape

1. Briefly explain the nature of the request: Redesign to meet set back requirements

2. Dimension of property: _____

3. Current land use(s): _____

4. What are the land uses of the adjoining properties?

   North: Residential SFR South: Apartments

   East: Road West: SFR

5. Is the project intended to be phased? If so, what is the phasing time period?

   No phasing

6. Number and use(s) of all structures: _____

7. Building Height: 42' 6"

8. Number of Stories: Three

   (The height and width relationship of new structures shall be compatible and consistent with the architectural character of the area and proposed use. Height and area standards can be found in Kuna City Code 5-5-3.)

9. What is the percentage of building space on the lot when compared to the total lot area:

   Total Building Footprints, Porches & Driveways (Impervious): 33.3% Total Pervious Surface (Grass, Mulch, other landscape):

   40% Remaining Impervious Surface (Roads, Sidewalks): 26.7% Public/Common Open space: 29.3%

   Private Open space: 18.9% Buildings/Vehicular Circulation: 51.8%

Exterior Building Materials and Colors

	Material	Color
Roof:		
Walls: (include percentage of wall coverage of each material)		
% of Wood Application:		
% EIFS: (Exterior Insulation Finish System)		
% Masonry:		
% Face Block:		
% Stucco:	3%	
Other:		
Windows/Doors:	Vinyl Window, Wood door	black/ dark bronze
Soffits and Fascia:		
Trim, etc.:	Fiber Cement	Iron Ore

Mechanical Units

Please identify mechanical unit(s) size and placement: See drawings

Proposed screening method? _____

Trash Enclosures

Please identify trash enclosure location, size, and construction materials: _____

Irrigation Ditches/Canals

Are there any irrigation ditches/canals on or adjacent to the property? YES NO

If Yes, what is the name of the irrigation/drainage provider? _____

What is the proposed method of on-site drainage retention/detention? Already previously approved and installed

Fencing

Is there any existing fencing that will remain? YES NO

If Yes, what is the fencing material, size and location? Vinyl fencing installed per plan

What is the fencing material for all new fencing? Vinyl

The City has regulations for fences, walls, and hedges (see Kuna City Code 5-5-5). A fence permit must but be acquired prior to installation of any fencing; a permit cannot be acquired until Design Review Application approval/denial.

Building Coverage

% of site devoted to building coverage?	33%	
% of site devoted to landscaping? (Include landscaped rights-of-way)	40%	Square Footage: 71612.64
% of site that is hard surface? (paving, driveways, walkways)	26%	Square Footage: 46548.21
% of site devoted to other uses:		Describe:

Landscaping

Please provide dimensions of landscaped areas within public rights-of-way: As per approved original plan.

Are there any existing trees of 4" or greater in caliper on the property? YES NO
If Yes, what type, size and general location? (*Please indicate location on site plan. NOTE: It is the city's goal to preserve such trees.)*

Dock Loading Facilities

Will there be any dock loading facilities? YES NO *(If Yes, please continue; if No, please skip this section.)*

No. of dock loading facilities and their location: _____

What is the proposed method of screening? _____

Pedestrian Amenities

Are there any proposed pedestrian amenities? (i.e. bike racks, trash receptacles, drinking fountains, benches, etc.) YES NO

If Yes, please indicate type, number of each type: bike rack, community gazebo, trash receptacles

Parking

Total number of parking spaces? as per approved Dimensions? _____

Total number of ADA accessible spaces? as per approved Dimensions? _____

Total number of compact spaces (8’ x 17’)? as per approved

Miscellaneous

Will you be proposing setbacks different than those found in KCC 5-3-3? YES NO

If YES, please provide setbacks below, in feet:
Front: _____ Rear: _____ Side: _____ Side: _____

Is any portion of the property subject to flooding conditions? YES NO

The Ada County Highway District (ACHD) may also conduct a public meeting regarding this application. If you have questions about the meeting date, the traffic that this development may generate or the impact of that traffic on streets in the area, please contact ACHD at (208) 387-6170. In order to expedite your request, please have ready the file number indicated.

Applicant Signature: _____ Date: 10/28/21

Additional Information

Please indicate/explain/provide any additional information deemed relevant to this application:

_____

_____

_____

_____

_____

_____

PROJECT NARRATIVE
Athleta Subdivision Request for Design Review 11/2021

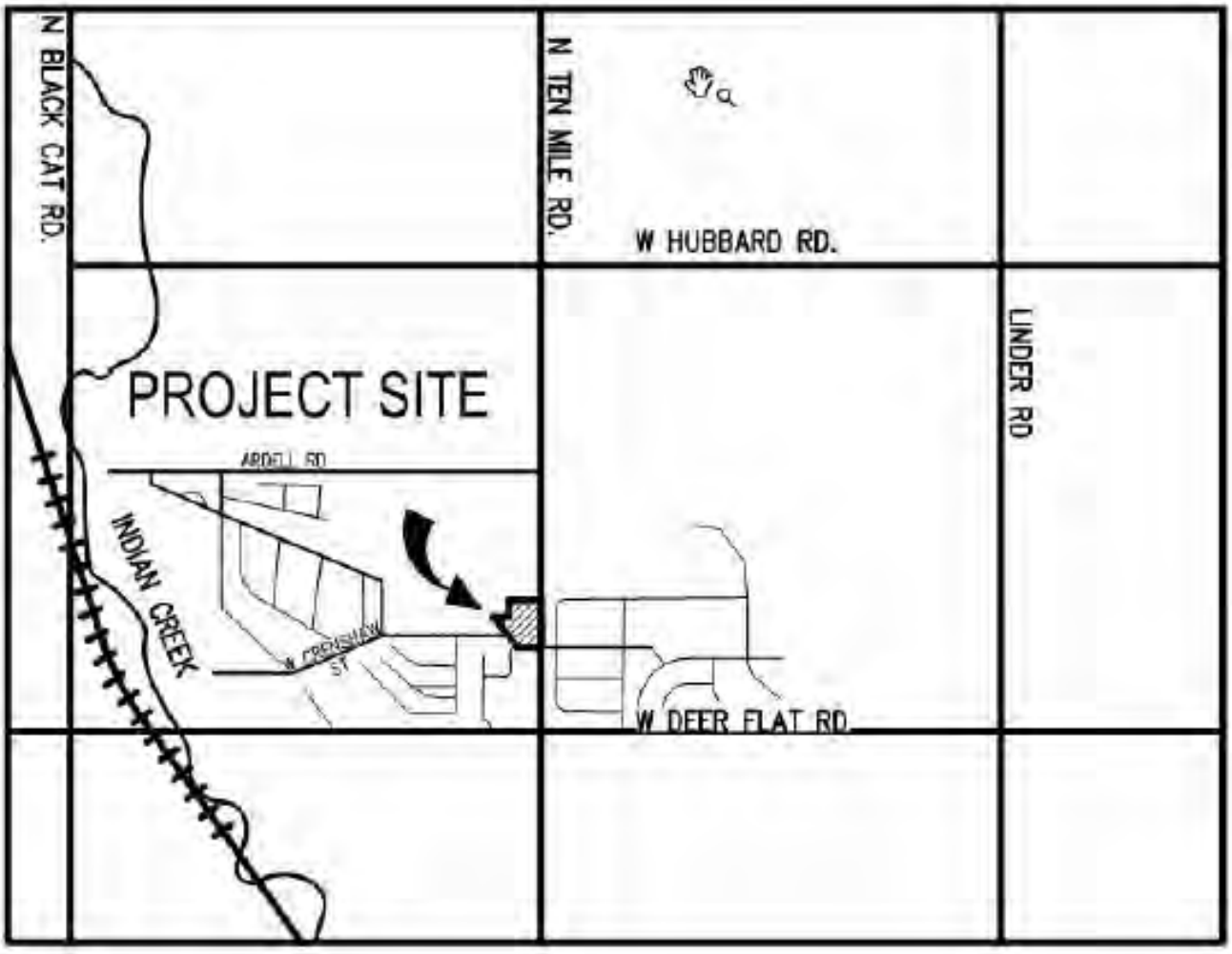
Project:
Athleta Townhouse Project
2003 N Ten Mile Rd
Kuna, Id 83634

Applicant:
Owner: IMH Boise ID, LLC
Address: 9171 State St, Garden City
Builder: Pacific Rim Builders
Address: 1500 Cascade Ave, Loveland CO 80538
Point of Contact: Theo Hanson (208) 353-1765 thanson@pacrimbldrs.com

Project Description:
57 Unit Townhouse Development located on the west side of the street at 2003 N Ten Mile Rd. This is a Design Review Submittal. Setbacks and project limitations have been discussed with City Planning and Zoning. This submission reflects concerns previously discussed.

Athleta Subdivision

Vicinity Map:



BOOK 120, PAGE 18707

PLAT OF

ATHLETA SUBDIVISION

A PARCEL OF LAND BEING A PORTION OF THE SE1/4 OF SECTION 15 T. 2 N., R. 1 W., B. M., CITY OF KUNA, ADA COUNTY, IDAHO

2021

NOTES

1) ALL LOT LINES COMMON TO THE SERVICE DRIVE HAVE A TEN FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND PRESSURE IRRIGATION EASEMENT DEDICATED TO AND TO BE MAINTAINED BY THE ATHLETA HOMEOWNERS ASSOCIATION. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

2) LOT 13, BLOCK 1 IS A COMMON LOT DEDICATED TO THE ATHLETA HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF OWNING AND MAINTAINING A SERVICE DRIVE FOR ACCESS PURPOSES AND IS SUBJECT TO A BLANKET PUBLIC UTILITY EASEMENT RESERVED PER THIS PLAT.

3) LOTS 1, 23, 30, 37 & 51, BLOCK 1 ARE DESIGNATED AS COMMON LOTS AND ARE TO BE OWNED AND MAINTAINED BY THE ATHLETA HOMEOWNERS ASSOCIATION OR ITS ASSIGNS AND SHALL HAVE A BLANKET EASEMENT FOR LANDSCAPE, PRESSURIZED IRRIGATION, DRAINAGE, UTILITY, AND HOMEOWNERS PEDESTRIAN ACCESS.

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

5) IRRIGATION WATER HAS BEEN PROVIDED BY THE KUNA CITY MUNICIPAL IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ALL IRRIGATION ASSESSMENTS. THIS PROPERTY HAS BEEN ANNEXED INTO THE KUNA CITY MUNICIPAL IRRIGATION DISTRICT PER INST. NO.2021-023434

6) ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

7) MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.

8) DIRECT LOT ACCESS TO N. TEN MILE ROAD BY ANY LOT, IS PROHIBITED, EXCEPT AS SHOWN.

9) THIS SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT. RECORDED AS INSTRUMENT NO. 2020-151881, RECORDS OF ADA COUNTY, IDAHO. LANDSCAPING TO BE MAINTAINED BY THE ATHLETA HOMEOWNERS ASSOCIATION.

10) FOR ADDITIONAL BOUNDARY INFORMATION, SEE RECORD OF SURVEY # 10759.

11) LOT 1 AND LOTS 18-37 ARE SUBJECT A GRAVITY IRRIGATION AND PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY AND WESTERLY BOUNDARY LINES AS DIMENSIONED DEDICATED TO THE ATHLETA HOMEOWNERS ASSOCIATION.

12.) LOT 1 IS SUBJECT TO A PUBLIC UTILITY EASEMENT, IRRIGATION AND DRAINAGE EASEMENT FOR THE CITY OF KUNA AS DIMENSIONED IN THE DETAIL.

13) ALL LOTS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, THAT PERTAIN TO THIS DEVELOPMENT, RECORDED AS INSTRUMENT NO. 2021-033297, RECORDS OF ADA COUNTY.

LEGEND

- FOUND MONUMENT, AS NOTED
- FOUND 5/8" REBAR W/YPC PLS 8251 OR AS NOTED
- FOUND MAG NAIL IN CONCRETE POST
- SET 5/8" REBAR W/OPC, STAMPED "NV5 PLS 17216"
- SET 1" BRASS PLUG, STAMPED "NV5 PLS 17216"
- SUBDIVISION BOUNDARY LINE
- SECTION/ALIQUOT LINE
- RIGHT OF WAY LINE
- ROAD CENTERLINE
- INTERIOR LOT LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE AS NOTED
- (1) LOT NUMBER
- POB POINT OF BEGINNING

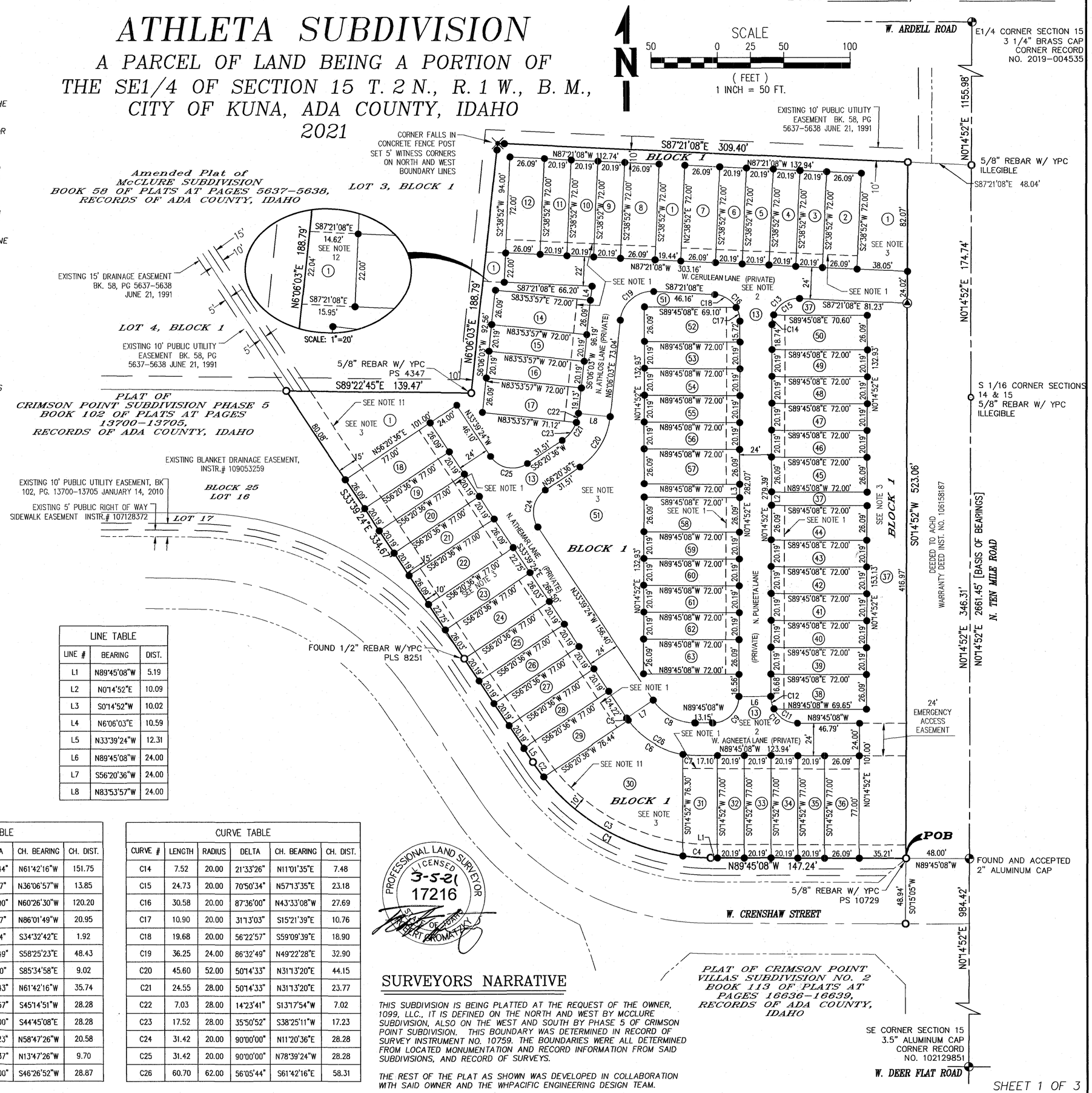
NV5

690 Industry Way, Suite 10
Meridian, ID 83642
208-342-5400 www.NV5.com

LINE TABLE		
LINE #	BEARING	DIST.
L1	N89°45'08"W	5.19
L2	N0°14'52"E	10.09
L3	S0°14'52"W	10.02
L4	N6°06'03"E	10.59
L5	N33°39'24"W	12.31
L6	N89°45'08"W	24.00
L7	S56°20'36"W	24.00
L8	N83°53'57"W	24.00

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH. BEARING	CH. DIST.
C1	157.98	161.36	56°05'44"	N61°42'16"W	151.75
C2	13.85	161.36	4°55'07"	N36°06'57"W	13.85
C3	123.16	161.36	43°44'00"	N60°26'30"W	120.20
C4	20.96	161.36	7°26'37"	N86°01'49"W	20.95
C5	1.92	62.00	1°46'34"	S34°32'42"E	1.92
C6	49.76	62.00	45°58'49"	S58°25'23"E	48.43
C7	9.02	62.00	8°20'20"	S85°34'58"E	9.02
C8	37.20	38.00	56°05'43"	N61°42'16"W	35.74
C9	31.42	20.00	89°59'57"	S45°14'51"W	28.28
C10	31.42	20.00	90°00'00"	S44°45'08"E	28.28
C11	21.62	20.00	61°55'23"	N58°47'26"W	20.58
C12	9.80	20.00	28°04'37"	N13°47'26"W	9.70
C13	32.25	20.00	92°24'00"	S46°26'52"W	28.87

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH. BEARING	CH. DIST.
C14	7.52	20.00	21°33'26"	N11°01'35"E	7.48
C15	24.73	20.00	70°50'34"	N57°13'35"E	23.18
C16	30.58	20.00	87°36'00"	N43°33'08"W	27.69
C17	10.90	20.00	31°13'03"	S15°21'39"E	10.76
C18	19.68	20.00	56°22'57"	S59°09'39"E	18.90
C19	36.25	24.00	86°32'49"	N49°22'28"E	32.90
C20	45.60	52.00	50°14'33"	N31°13'20"E	44.15
C21	24.55	28.00	50°14'33"	N31°13'20"E	23.77
C22	7.03	28.00	14°23'41"	S13°17'54"W	7.02
C23	17.52	28.00	35°50'52"	S38°25'11"W	17.23
C24	31.42	20.00	90°00'00"	N11°20'36"E	28.28
C25	31.42	20.00	90°00'00"	N78°39'24"W	28.28
C26	60.70	62.00	56°05'44"	S61°42'16"E	58.31



PROFESSIONAL LAND SURVEYOR LICENSED 3-5-21 17216 STATE OF IDAHO ROBERT BROMATZKY

SURVEYORS NARRATIVE

THIS SUBDIVISION IS BEING PLATTED AT THE REQUEST OF THE OWNER, 1099, LLC., IT IS DEFINED ON THE NORTH AND WEST BY MCCLURE SUBDIVISION, ALSO ON THE WEST AND SOUTH BY PHASE 5 OF CRIMSON POINT SUBDIVISION. THIS BOUNDARY WAS DETERMINED IN RECORD OF SURVEY INSTRUMENT NO. 10759. THE BOUNDARIES WERE ALL DETERMINED FROM LOCATED MONUMENTATION AND RECORD INFORMATION FROM SAID SUBDIVISIONS, AND RECORD OF SURVEYS.

THE REST OF THE PLAT AS SHOWN WAS DEVELOPED IN COLLABORATION WITH SAID OWNER AND THE WHPACIFIC ENGINEERING DESIGN TEAM.

P:\1099, LLC\229120-B000154.00\EXECUTION\DRAWING\SURVEY\229120-B000154.00-PT-01_FINAL.DWG

ATHLETA SUBDIVISION

BK 120 Pg 18706

OWNERS CERTIFICATE

Know all men by this presents: That the undersigned are the owners of the property described as follows: A parcel of land being a portion of the SE1/4 of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said Section 15, monumented by a 3.5" aluminum cap (Corner Record No. 102129851), from which the E1/4 corner of said Section 15, monumented by a 3 1/4" aluminum cap (Corner Record No. 2019-004535), bears North 00°14'52" East, a distance of 2661.45 feet;

Thence North 00°14'52" East, coincident with the east line of said Section 15, a distance of 984.42 feet;

Thence North 89°45'08" West, perpendicular to said east line, a distance of 48.00 feet to the westerly right of way line of North Ten Mile Road, Warranty Deed Instrument No. 106158187, and the northeast corner of Lot 17, Block 25 of the Plat of Crimson Point Subdivision Phase 5, Book 102, Pages 13700-13705, Ada County Records, and the POINT OF BEGINNING;

Thence continuing North 89°45'08" West, perpendicular to said east line, and coincident with the northerly line of said Lot 17, a distance of 147.24 feet to the beginning of a tangent curve to the right;

Thence coincident with the northerly line of said Lot 17, northwesterly along the arc of said curve the right, an arc distance of 157.98 feet, said curve having a radius of 161.36 feet, a central angle of 56°05'44" and a chord bearing of North 61°42'16" West a distance of 151.75 feet;

Thence North 33°39'24" West, coincident with the northerly line of said Lot 17 and the easterly line of Lot 16, Block 25 of said Plat of Crimson Point Subdivision Phase 5, a distance of 334.67 feet to a point conterminous with the southerly line of the Amended Plat of McClure Subdivision, Book 58, Pages 5637-5638, Ada County Records;

Thence South 89°22'45" East, coincident with said southerly line of the Amended Plat of McClure Subdivision, a distance of 139.47 feet;

Thence North 06°06'03" East, coincident with said southerly line of the Amended Plat of McClure Subdivision, a distance of 188.79 feet;

Thence South 87°21'08" East, coincident with said southerly line of the Amended Plat of McClure Subdivision, a distance of 309.40 feet to said westerly right of way line of Ten Mile Road;

Thence South 00°14'52" West, coincident with said westerly right of way line of Ten Mile Road, a distance of 523.06 feet to the POINT OF BEGINNING.

The above described parcel contains 178,750 square feet or 4.104 acres, more or less.

The basis of bearings for this parcel is North 00°14'52" East between the southeast corner and the E1/4 corner of said Section 15.

It is the intention of the undersigned to hereby include the above described property in this plat. The easements and private road shown on this plat are not dedicated to the public, however, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat. No permanent structures are to be erected within the lines of said easements. All lots within this plat are eligible to receive water service from the city of Kuna, and the city of Kuna has agreed, in writing, to serve all of the lots in this subdivision.

In witness whereof we have hereunto set our hands this 4 *day of* Feb, 2021.

Russell Hunemiller, Manager, 1099, LLC.

ACKNOWLEDGMENT

STATE OF IDAHO } SS
COUNTY OF ADA }

On this 4 day of February, in the year 2021, before me Terasa O'Brien, a Notary Public in and for said State, personally appeared Russell Hunemiller, known or identified to me to be the Manager of 1099, LLC, the Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at Ada Co.
My commission expires 1.15.26

TERASA O'BRIEN Comm. No. 20200176 NOTARY PUBLIC Expires: 01/15/2026 STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, Robert Gromatzky, am a registered professional land surveyor in the state of Idaho, and do hereby certify that this plat, as described in the "Certificate of Owners", was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, in conformity with the state of Idaho codes relating to plats, surveys and the corner perpetuation and filing act, Idaho Code 55-1601 through 55-1612.

PROFESSIONAL LAND SURVEYOR LICENSED 2-3-21 17216 STATE OF IDAHO ROBERT GROMATZKY

NV5
690 Industry Way, Suite 10
Meridan, ID 83642
208-342-5400 www.NV5.com

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ATHLETA SUBDIVISION

BK 120 Pg 18709

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

CENTRAL DISTRICT HEALTH ★ ADA COUNTY ★

Lori Brady REHS 2.17.2021
Central District Health, EHS

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

This plat was accepted and approved by the Board of Ada County Highway District Commissioners on this 3 day of Feb, 2021.

ADA COUNTY HIGHWAY DISTRICT SEAL

President
Ada County Highway District
Signed by Bruce S. Wong
Director for President

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho do hereby certify that at a regular meeting of the City Council held on the 4th day of February, 2020, this plat was duly accepted and approved.

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

Chris Engels
City Clerk, Kuna, Idaho

APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer, in and for City of Kuna, Ada County, Idaho hereby state that the recommended conditions of the city of Kuna have been satisfied for this plat.

Dane A. Stenquist, P.E. 8722
Kuna City Engineer Date 16 FEB 2021

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor, in and for Ada County Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho code relating to Plats and Surveys.

Jerry L. Hastings 3-8-2021
Ada County Surveyor Date
PLS 5359

ADA COUNTY ★★★ SURVEYING DIVISION Established 1864 SURVEYOR

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of Idaho Code, Title 50, Chapter 13, Section 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Elizabeth Mahn March 9 2021
Ada County Treasurer Date
Signed by Deputy: Alexandra Wyatt

ADA COUNTY ★★★ Established 1864 TREASURER

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF ADA }

I hereby certify that this instrument was filed for record at the request of W&H Pacific at 10 minutes past 2 o'clock P M., on this 11th day of March, 2021, in Book 120 of Plats at Pages 18707 through 18709, under instrument No. 2021-039210.

N Olsen
Deputy

Phil McGrane
Ex-Officio Recorder

Fee: $16

PROFESSIONAL LAND SURVEYOR LICENSED 2-3-21 17216 STATE OF IDAHO ROBERT GROMATZKY

N|V|5
690 Industry Way, Suite 10
Meridan, ID 83642
208-342-5400 www.NV5.com

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CC LAB
ARCHITECTURE

W. CERULEAN LANE

1704 1696 1688 1680 1672

1662 1656 1650 1642 1634 1626

N. ATHLOS LANE

2019 2013 2007 2001

1995 1989 1983 1977 1971 1965

N. PUNEETA LANE

1994 1988 1982 1976 1970 1964

1957 1951 1945 1937 1931 1925

1956 1950 1944 1936 1930 1924 1918

N. TEN MILE ROAD

N. Ten Mile Rd

N. ATHEMAR LANE

1999 1991 1981 1975 1969

1955 1949 1941 1933 1927 1921

W Crenshaw St

W. AGNEETA LANE

1963 1955 1947 1939 1932 1923

W. CRENSHAW STREET

1946

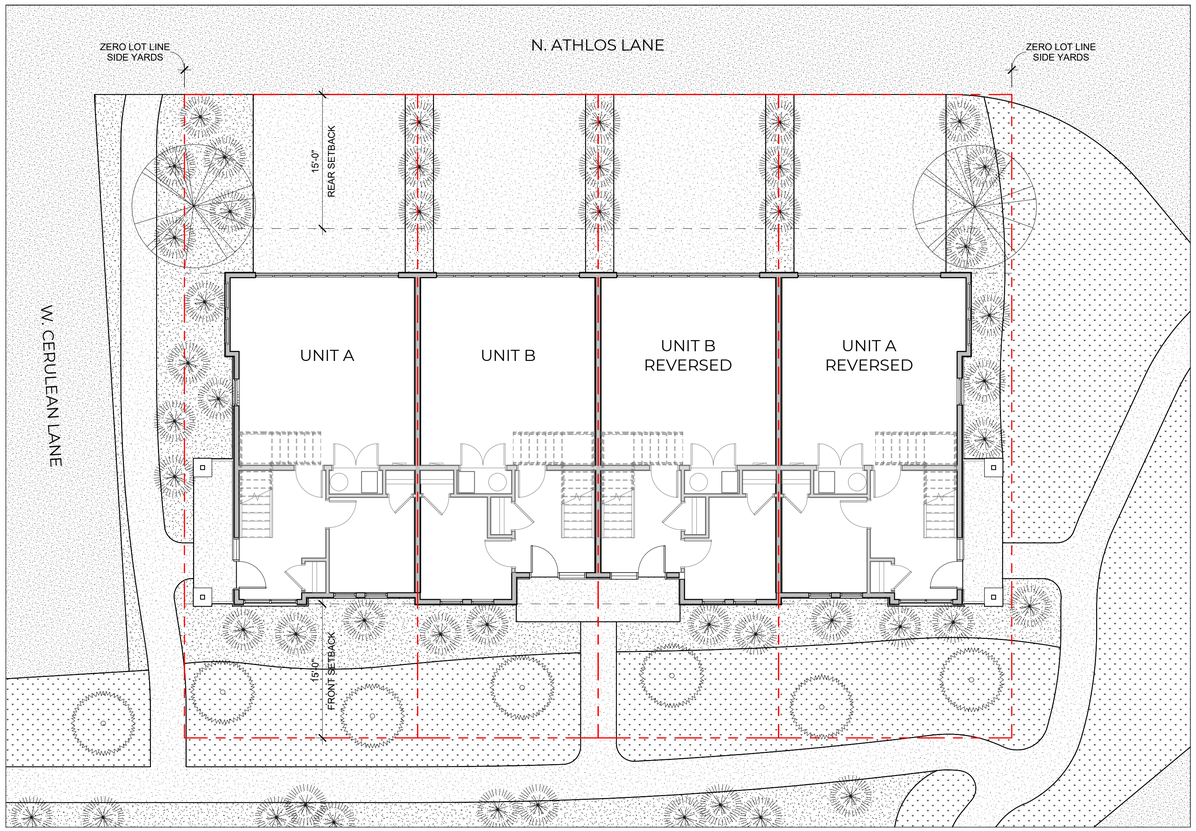
1908

1886

1894

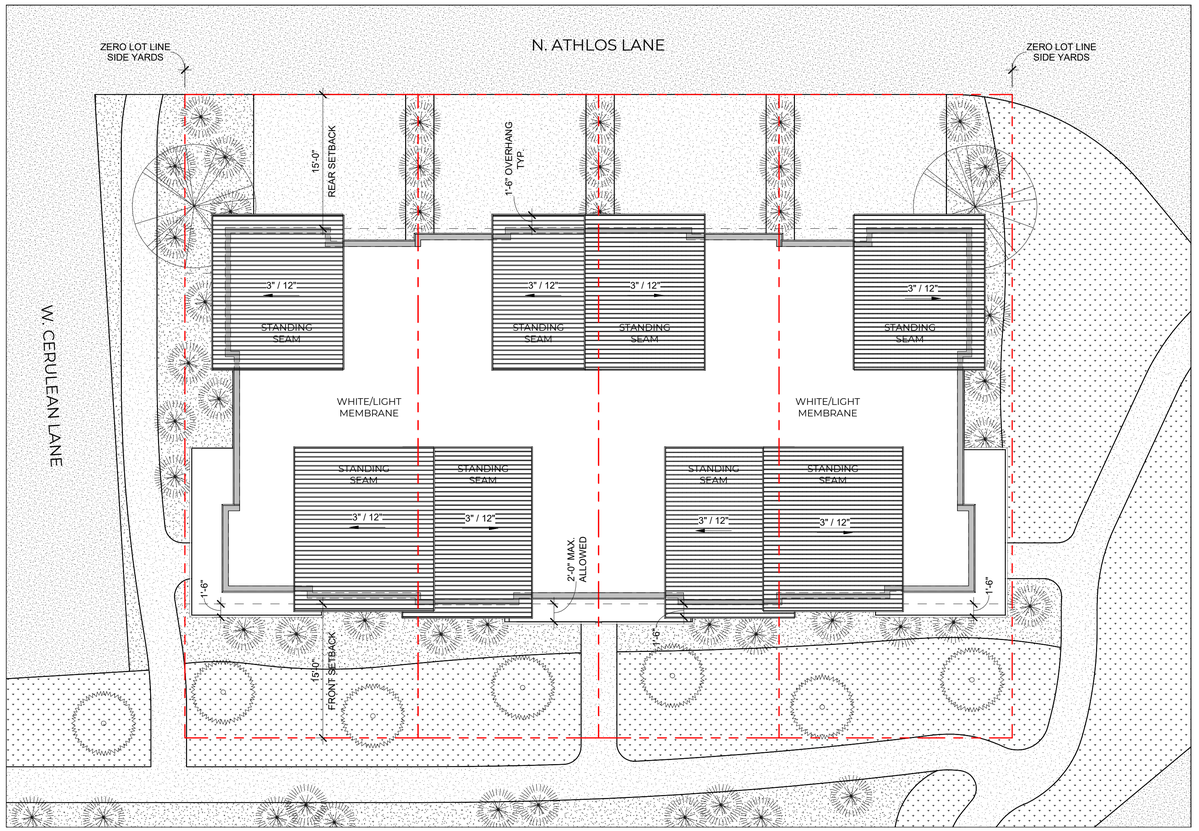
Google

Imagery ©2021 Maxar Technologies, State of Oregon, U.S. Geological Survey, Map data



1 P1.1 4 PLEX SITE PLAN / LEVEL 1 FLOOR PLAN
1/8" = 1'-0"

NORTH

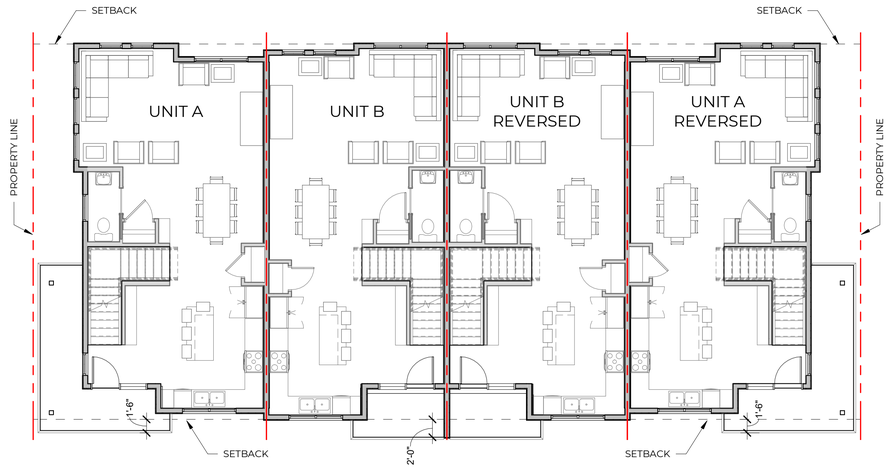


2 P1.1 4 PLEX SITE PLAN / ROOF PLAN
1/8" = 1'-0"

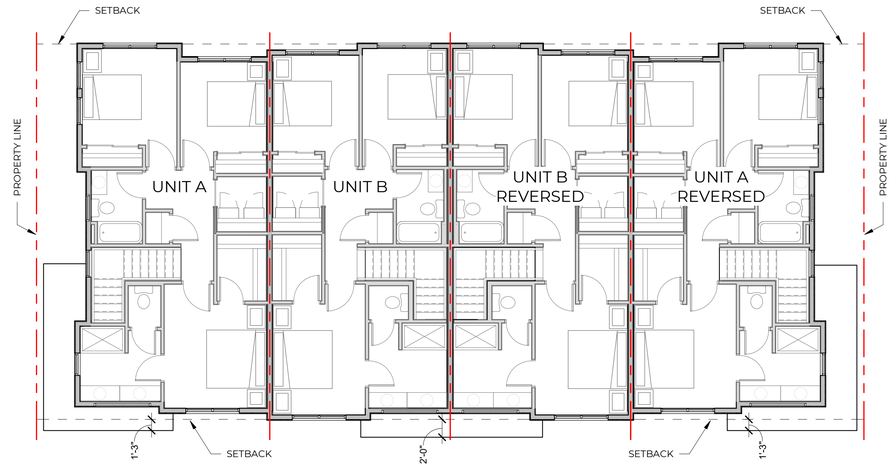
NORTH

UNIT AREAS - UNIT A		
NAME	AREA (SF)	TYPE
UNIT A PORCH	75	UNIT A - EXTERIOR
UNIT A DECK	132	UNIT A - EXTERIOR
	207	
UNIT A GARAGE	456	UNIT A - GARAGE
	456	
UNIT A LEVEL 1	303	UNIT A - LIVING
UNIT A LEVEL 2	759	UNIT A - LIVING
UNIT A LEVEL 3	794	UNIT A - LIVING
	1856	
TOTAL	2519	

UNIT AREAS - UNIT B		
NAME	AREA (SF)	TYPE
UNIT B PORCH	46	UNIT B - EXTERIOR
UNIT B DECK	53	UNIT B - EXTERIOR
	99	
UNIT B GARAGE	440	UNIT B - GARAGE
	440	
UNIT B LEVEL 1	280	UNIT B - LIVING
UNIT B LEVEL 2	746	UNIT B - LIVING
UNIT B LEVEL 3	777	UNIT B - LIVING
	1803	
TOTAL	2342	



3 P1.1 LEVEL 2 FLOOR PLAN
1/8" = 1'-0"



4 P1.1 LEVEL 3 FLOOR PLAN
1/8" = 1'-0"

COLLAB ARCHITECTURE STUDIO
5000 GOODMAN STREET
TIMNATH, COLORADO 80547

ATHLETA TOWNHOMES : TEN MILE ROAD

PROPOSED PLANS

10/28/21

1 P1.2 WEST ELEVATION
3/16" = 1'-0" [RE: 2 / A1.2]

2 P1.2 EAST ELEVATION
3/16" = 1'-0" [RE: 2 / A1.2]

EXTERIOR ELEVATION KEYNOTE				
KEYNOTE	EXTERIOR MATERIAL	EXTERIOR MANUFACTURER	EXTERIOR COLOR NAME	EXTERIOR REMARKS
FC-1	FIBER CEMENT SIDING - HORIZONTAL LAP	JAMES HARDIE (OR APPROVED EQUAL)	SHERWIN WILLIAMS SW 7018 DOVETAIL	
FC-2	FIBER CEMENT SIDING - HORIZONTAL LAP	JAMES HARDIE (OR APPROVED EQUAL)	SHERWIN WILLIAMS SW 7015 REPOSE GRAY	
FC-3	FIBER CEMENT SIDING - VERTICAL BOARD & BATTEN	JAMES HARDIE (OR APPROVED EQUAL)	SHERWIN WILLIAMS SW 6707 SANTORINI BLUE	
FC-4	FIBER CEMENT SIDING - SHINGLE/SHAKE	JAMES HARDIE (OR APPROVED EQUAL)	SHERWIN WILLIAMS SW 6236 GRAYS HARBOR	
FC-5	FIBER CEMENT SIDING - SMOOTH PANEL/TRIM	JAMES HARDIE (OR APPROVED EQUAL)	SHERWIN WILLIAMS SW 7069 IRON ORE	
M-1	PRE-FINISHED STANDING SEAM METAL ROOF	BRIDGER STEEL (OR APPROVED EQUAL)	MATTE BLACK	
ST-1	STONE VENEER W/ STONE SILL - SILVER LINING	ELDORADO STONE (OR APPROVED EQUAL)	SILVER LINING	W/ BLUE STEEL SPLIT-EDGE WAINSCOT SILL

SEE ATTACHED MATERIAL BOARD

3 P1.2 NORTH ELEVATION
3/16" = 1'-0" [RE: 2 / A1.2]

4 P1.2 SOUTH ELEVATION
3/16" = 1'-0" [RE: 2 / A1.2]

COLLAB ARCHITECTURE STUDIO
5000 GOODMAN STREET
TIMNATH, COLORADO 80547

ATHLETA TOWNHOMES : TEN MILE ROAD

PROPOSED ELEVATIONS

10/28/21

FIBER CEMENT: HORIZONTAL LAP
JAMES HARDIE, SELECT CEDARMILL
PRIMED FOR PAINT
(OR APPROVED EQUAL)

EXTERIOR PAINT FOR LAP SIDING
SHERWIN WILLIAMS
DOVETAIL
SW7018

FIBER CEMENT: PANEL (ACCENT BAND)
JAMES HARDIE, SMOOTH PANEL
PRIMED FOR PAINT
(OR APPROVED EQUAL)

EXTERIOR PAINT FOR PANEL SIDING
SHERWIN WILLIAMS
IRON ORE
SW7069

FIBER CEMENT: HORIZONTAL LAP
JAMES HARDIE, SELECT CEDARMILL
PRIMED FOR PAINT
(OR APPROVED EQUAL)

EXTERIOR PAINT FOR LAP SIDING
SHERWIN WILLIAMS
REPOSE GRAY
SW7015

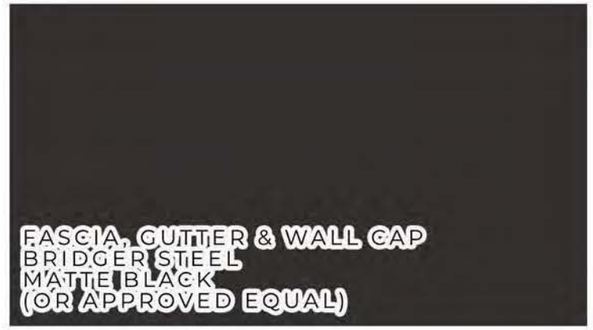
STONE VENEER
ELDORADO STONE
STACKED STONE
SILVER LINING

WAINSCOT SILL
ELDORADO STONE
SPLIT-EDGE WAINSCOT SILL
BLUE STEEL

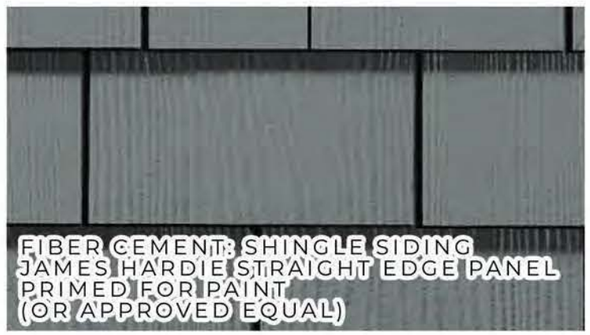
FIBER CEMENT: BOARD & BATTEN
JAMES HARDIE SELECT CEDARMILL
PRIMED FOR PAINT
(OR APPROVED EQUAL)

EXTERIOR PAINT FOR B&B SIDING
SHERWIN WILLIAMS
SANTORINI BLUE
SW6707

STANDING SEAM METAL ROOF
BRIDGER STEEL
MATTE BLACK
(OR APPROVED EQUAL)



FASCIA, GUTTER & WALL CAP
BRIDGER STEEL
MATTE BLACK
(OR APPROVED EQUAL)



FIBER CEMENT: SHINGLE SIDING
JAMES HARDIE STRAIGHT EDGE PANEL
PRIMED FOR PAINT
(OR APPROVED EQUAL)

EXTERIOR PAINT FOR SHINGLE SIDING
SHERWIN WILLIAMS
GRAYS HARBOR
SW6236

CO LAB ARCHITECTURE

ATHLETA TOWNHOMES : TEN MILE ROAD

EXTERIOR MATERIAL BOARD

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 NIKOLA OLSON
TITLEONE BOISE

2021-106673
07/15/2021 04:39 PM
$15.00

TitleOne
a title & escrow co.

Order Number: 21415140

Warranty Deed

For Value Received,

Robert Nash, a married man, as his sole and separate property, the Grantor, does hereby grant, bargain sell and convey unto, **IMH Boise Athleta, LLC, a Colorado limited liability company**, whose current address is **10650 Scripps Ranch Blvd, Ste 216, San Diego, CA 92131,** the Grantee, the following described premises, in **Ada County, Idaho,** To Wit:

See Exhibit A, attached hereto and incorporated herein.

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

Remainder of this page intentionally left blank.

Dated: 6/3/2021

Robert Nash

State of ~~Idaho~~ Alaska, County of Kenai, ss.

On this 3rd day of June in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Nash, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public
Residing In: Kenai Alaska
My Commission Expires: 09/22/2022
(seal)

Notary Public
AMANDA S. COELHO
State of Alaska
Commission No.: 180922001
My Commission Expires 09/22/2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

All Lots in Block 1 of Athleta Subdivision, according to the official plat thereof, filed in Book 120 of Plats at Pages 18707, 18708 and 18709, records of Ada County, Idaho.

KUNA IDAHO PLANNING AND ZONING DEPARTMENT

Kuna Planning and Zoning Department
Attn: Troy Behunin

21-33-DR-Athleta Subdivision

IMH Boise Athleta, LLC
Athleta Subdivision Project Owner

AFFIDAVIT OF OWNERSHIP

I, Darren Mann, IMH Boise ID, LLC, of 9171 State St. Garden City, Idaho, MAKE OATH AND SAY THAT:

1. IMH Boise Athleta, LLC is the owner of the Athleta Project located at 2003 N. Ten Mile Rd. Kuna, ID.

2. IMH Boise Athleta, LLC is owned by IMH Boise ID, LLC.

3. Darren Mann is the Division President of IMH Boise ID, LLC.

STATE OF IDAHO

COUNTY OF ADA COUNTY

SUBSCRIBED AND SWORN TO BEFORE ME,
on the 29th day of November, 2021

Signature Julia Reyna
(Seal)
NOTARY PUBLIC
My Commission expires:
6-9-2023

JULIA REYNA
COMMISSION NO. 70116
NOTARY PUBLIC
STATE OF IDAHO

DARREN MANN
PRESIDENT, IMH BOISE ID, LLC

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