



City of Kuna
 Planning & Zoning Department

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

Agency Transmittal

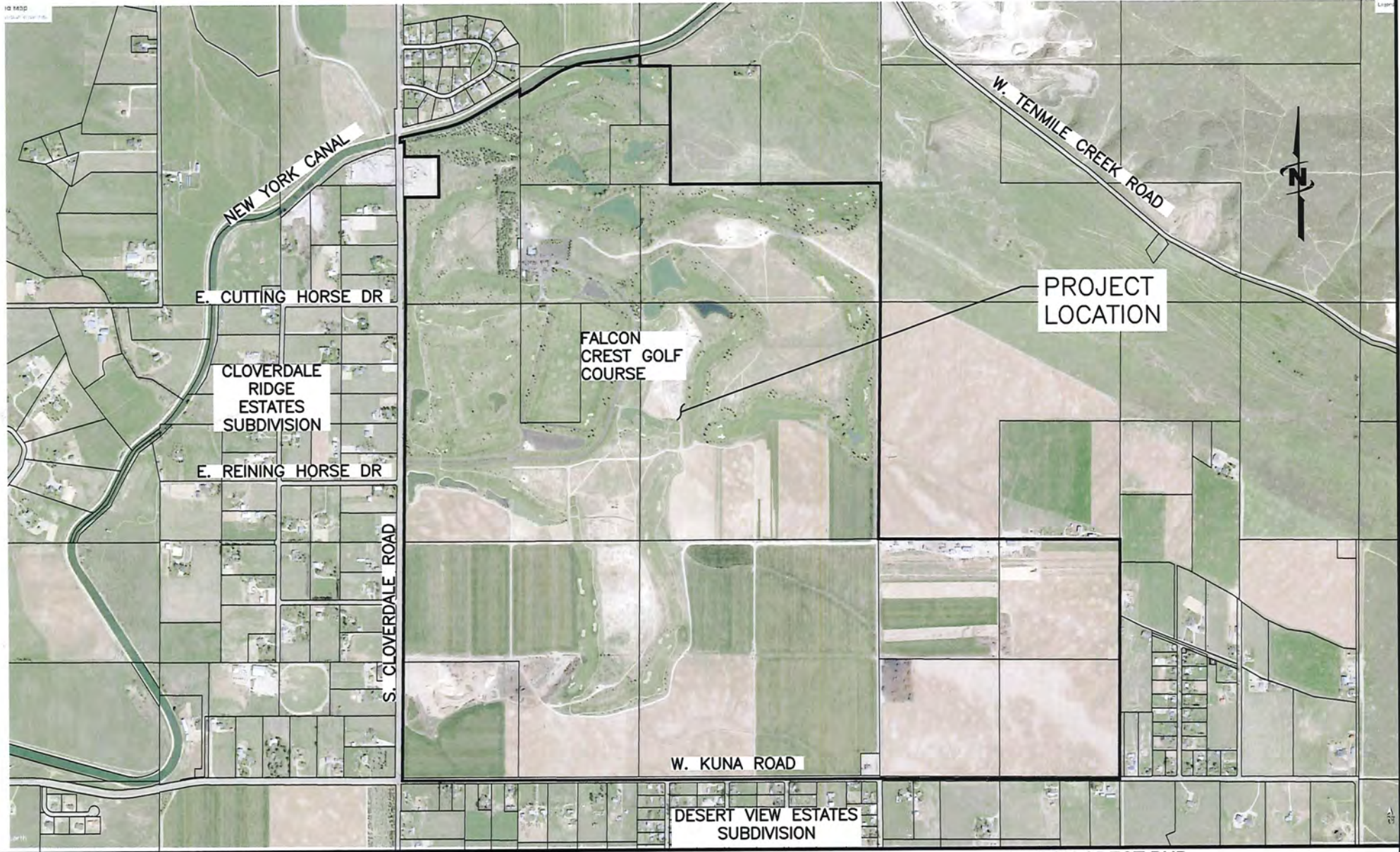
July 13, 2018

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

| | |
|-------------------------------|---|
| FILE NUMBER: | 18-03-AN (Annexation), 18-01-CPM (Comp Plan Map Change), 18-02-ZC (Rezone) and 18-01-PUD (Planned Unit Development). |
| PROJECT DESCRIPTION | Applicant requests annexation of approximately 989.14 acres into Kuna City limits with C-2 (Commercial), R-6 (Medium Density Residential) and R-12 (High Density Residential) zones. This is a multi-phased, Master-Planned project. Applicant requests Pre-Plat approval in order to subdivide approximately 131.32 acres into 409 single family lots, 58 common lots, and one commercial lot (total of 468 lots). The remaining lands (approximately 858 acres) will be developed in the future. This application includes a rezone from Ag. to C-2, for approximately 39.01 acres (already in Kuna), on the hard corner of Cloverdale and Kuna Rd. |
| SITE LOCATION | The NEC Cloverdale and Kuna Roads, Kuna, Idaho 83634 |
| REPRESENTATIVE | JUB Engineers Scott Wonders 250 W. Beechwood Ave. Ste. 201 Boise, ID 83709 208.376.7330 swonders@jub.com |
| SCHEDULED HEARING DATE | Tuesday, October 9, 2018 6:00 P.M. |
| STAFF CONTACT | Troy Behunin Tbehunin@Kunald.Gov Phone: 922.5274 Fax: 922.5989 |

We have included a packet with the application items that were submitted to assist you with your consideration and responses. **No response within 15 business days will indicate you have no objection or concerns with this proposed project.** We would appreciate any information you can provide about how this action would affect the services you provide. The public hearing is at 6:00 p.m. or, as soon thereafter as it may be heard, in Kuna's chambers located at Kuna City Hall 751 W. 4th Street, Kuna, Idaho. If your agency needs additional time for review, please let our office know ASAP.

10 MSP
10/10/18
Date Created: 5/14/2018 10:41:11 AM
Project: 18-017-141 FALCON CREST DEVELOPMENT PRE-PLAT CAD SHEET 10-17-141 PRE-VICINITY.DWG

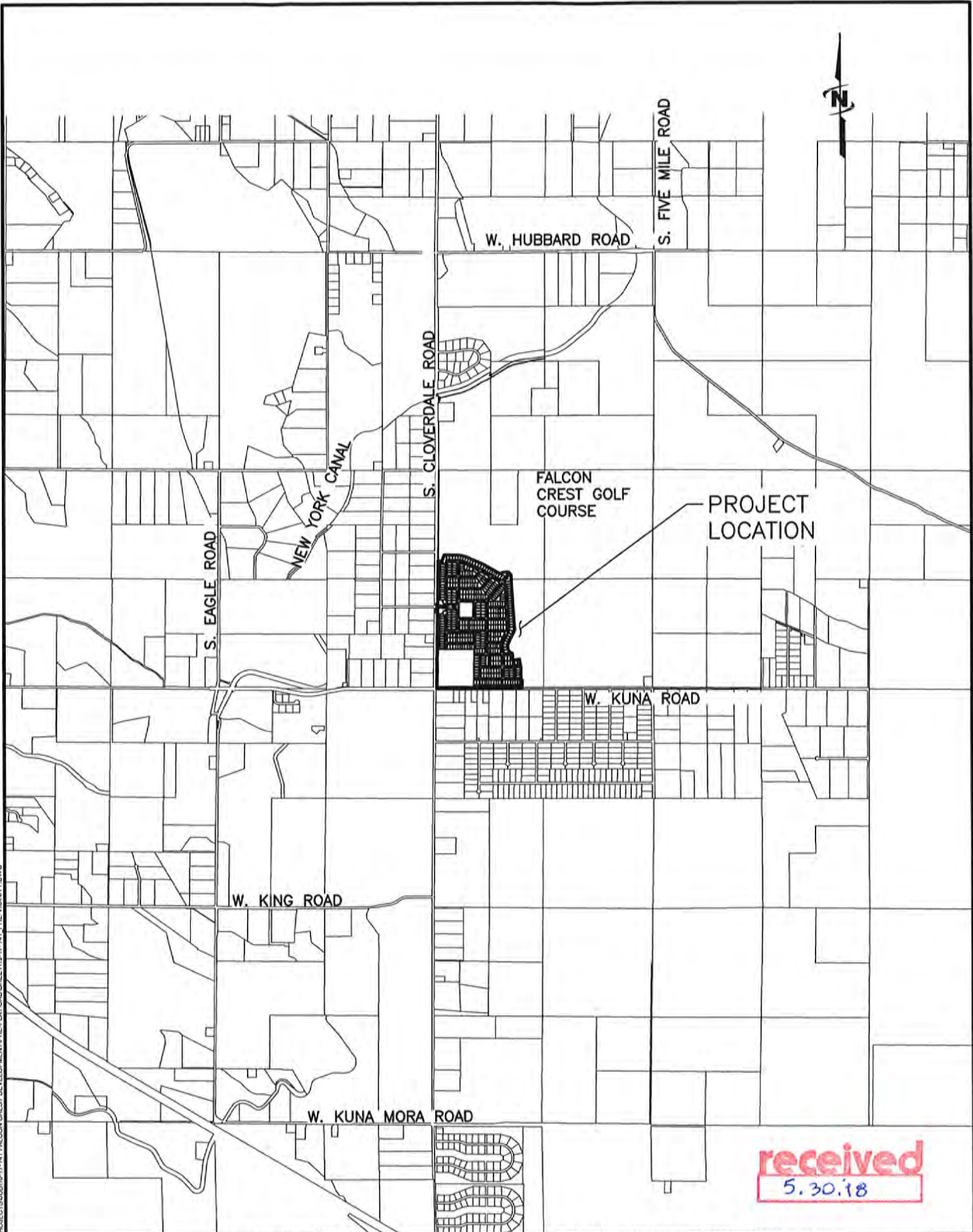


J-U-B ENGINEERS, INC.

PLAT NO: 18-017-141
DATE: 5/17/2018
FILE: 18-017-141 PRE-VICINITY

received
5.30.18

FALCON CREST PUD
KUNA, IDAHO
AERIAL VICINITY MAP



received
5.30.18

Plot Date: 5/17/2018 3:24 PM Plotted By: Everett Eames
Date Created: 5/14/2018 8:10:00 AM Project: JUB10-17-141 FALCON CREST DEVELOPMENT PRE-PLAT CAD SHEET 10-17-141 PRE-VICINITY.DWG

| | | | | |
|---|----------------------|---|------|-------------------------|
| REUSE OF DRAWINGS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC. | | FILE: 10-17-141_PRE-VICINITY JUB PROJ #: 10-17-141 DRAWN BY: 0000 DESIGN BY: 0000 CHECKED BY: 0000 | | |
| NO | REVISION DESCRIPTION | BY | DATE | LAST UPDATED: 5/17/2018 |



FALCON CREST SUBDIVISION
KUNA, IDAHO
 2 MILE VICINITY MAP

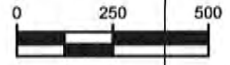
SHEET
 1

E. CUTTING HORSE DR

CLOVERDALE
RIDGE
ESTATES
SUBDIVISION

E. REINING HORSE DR

S. CLOVERDALE ROAD



SCALE IN FEET

FALCON
CREST GOLF
COURSE

PROJECT
LOCATION

received
5.30.18

W. KUNA ROAD

DESERT VIEW ESTATES
SUBDIVISION

S. CONCHOS AVENUE

Plot Date: 5/17/2018 3:28 PM Plotted By: Edward Emmet Date Created: 5/14/2018 P:\PROJECTS\JUB\10-17-141 FALCON CREST DEVELOPMENT\PRE-PLAT\CAD\SSHEETS\10-17-141 PRE-VICINITY.DWG

REUSE OF DRAWINGS
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN,
AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF
J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART,
FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF J-U-B ENGINEERS, Inc.

FILE: 10-17-141_PRE-VICINITY
JUB PROJ #: 10-17-141
DRAWN BY: **0200**
DESIGN BY: **0200**
CHECKED BY: **0200**



J-U-B ENGINEERS, INC.

FALCON CREST SUBDIVISION
KUNA, IDAHO

300 FOOT VICINITY MAP

SHEET

1

| NO | REVISION DESCRIPTION | BY | APR | DATE | LAST UPDATED: 5/17/2018 |
|----|----------------------|----|-----|------|-------------------------|
| | | | | | |



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

May 30, 2018

City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

RE: FALCON CREST SUBDIVISION – COMPREHENSIVE PLAN AMENDMENT, ANNEXATION, REZONE, DEVELOPMENT AGREEMENT, PLANNED UNIT DEVELOPMENT AND PRELIMINARY PLAT

To Whom It May Concern:

On behalf of our client, M3 ID Falcon Crest, LLC, please accept this request for Comprehensive Plan Amendment, Annexation, Rezone, Development Agreement, Planned Unit Development and Preliminary Plat for the Falcon Crest Subdivision located on the northeast corner of S Cloverdale Rd and Kuna Road, in Kuna, Idaho. The address for the subject property is 11102 S Cloverdale Rd, Kuna, Idaho. The overall development includes 1,028.15 acres.

Comprehensive Plan Amendment

A comprehensive plan amendment is requested to change the future land use designation from Agriculture to Mixed Use General for parcel #'s S1423325400, S1423314800, S1423336000 and S1423346600 located at 9805 W Kuna Rd (162.4 acres total of the total 1,028 acres).

The land immediately adjacent to and including the Falcon Crest Golf Course is designated as Mixed Use General in the City of Kuna Comprehensive Plan. The eastern most 162.4 acres of this development request, made up of the parcels listed previously, is designated as Agriculture. The entire 1,028.15 acres is owned by Falcon Crest, LLC and will be combined into one planned unit development. Therefore, changing the future land use designation for the easterly 162.4 acres, to match the adjacent property, will help facilitate the overall development plan.

Including this additional 162.4 acres into the Mixed Use General designation will move this development along and provide for continuous frontage and utility improvements along Kuna Rd, Five Mile Rd and throughout the proposed development. It will also ensure that utilities are provided to and through the property to reach more of the Kuna community to the east and north.

Annexation

The current city limits of Kuna encompass a 39 acre parcel on the northwest corner of S Cloverdale Rd and Kuna Rd that is part of this overall development plan. This parcel creates a contiguous annexation path for the remainder of the proposed project.

received
5.30.18

This portion of the request is to annex the remaining 995.01 acres into the incorporated city limits of Kuna, Idaho and to zone 806.92 acres from RR (Ada County Zone, Rural Residential) to R-6 (Medium Density Residential) and 188.09 acres from RR (Ada County Zone, Rural Residential) to R-12 (High Density Residential). The annexation application will incorporate all the property in and around the Falcon Crest Golf Course area and provide entitlements for a multi-phase residential and mixed-use development.

The developer will extend sewer services from its current location along Kuna Road to the proposed site. The City of Kuna has budgeted for two new wells to be drilled within the proposed development to provide water service to this project and for expansion of services to surrounding properties. Developer will be required to install all other water infrastructure throughout the community. Emergency services will be available through the Kuna Police Department and Kuna Fire District. A pressurized irrigation system will be provided by onsite irrigation wells currently being used for agricultural use and golf course irrigation and would irrigate common areas and continue to irrigate golf courses throughout the community. Because there is limited surface water available, residential pressurized irrigation service will be provided by the City of Kuna domestic water system. Storm water will be retained on site and designed by a civil engineer in accordance with City of Kuna and ACHD requirements.

Rezone

The rezone request is for parcel #S1422336000 which is currently located within the city limits of Kuna and zoned A (Agriculture District). We are requesting that 20.89 acres be rezoned to C-2 (Area Commercial District) and 19.58 acres be rezoned to R-6 (Medium Density Residential).

The area to be rezoned to R-6 will be included within the proposed single-family preliminary plat boundary and the proposed C-2 area will be held for future commercial development.

Development Agreement

A draft development agreement has been submitted with this application in accordance with Title 5, Chapter 14 of the Kuna City Code. Upon approval of these applications, this development agreement will be updated with the conditions of development determined by Kuna City Council and ACHD and will include an updated concept plan that reflects those requirements. It will also include a statement by the developer that "upon failure to comply with the commitments in the development agreement shall be deemed consent to rezone the use to the preexisting zone or in the case of initial zone at annexation, a zone deemed appropriate by council."

Attachments in the development agreement include the overall master plan, annexation request, offsite sewer alignment, parks & pathways master plan, dimensional requirements and specific allowable uses.

Planned Unit Development

The planned unit development proposes a mix of uses including commercial, residential and recreational uses.

The design of the project is intended to complement the existing golf course and ancillary uses including limited food service. The overall 1,028.15 acres will be divided into various development areas and phases as defined by the enclosed master plan. These different areas will include active adult, age targeted living, single-family residential, recreation, a community center, an upgraded clubhouse with full food and beverage service, private parks, a public city park, pathways and vast open space, including the golf course. The open space is designed to exceed the minimum requirements set forth in the Kuna City Code 5-7-11 and the landscaping will be in compliance with the provisions listed in Kuna City Code 5-17 and will be subject to Design Review. The parks and pathways will include combinations of active and passive amenities. The designated club section in the active adult area will include a clubhouse and swimming pool along with both indoor and outdoor active amenities. There is a proposed city park that will be dedicated to the City of Kuna, and pathways that will be open to the public even though the active adult portion of the community is private. The existing golf course is part of the overall development, and a new golf clubhouse with dining and event space will be built in the future.

The overall development plan categorizes the areas as follows:

| Area Description | Gross Acres | Buildable Acres | Density | Lot Count |
|-------------------------|--------------------|------------------------|--------------------------|------------------|
| Commercial | 18.84 | 18.84 | | 1 |
| Golf Village | 475 | 182 | 3.2 (1.23 w golf) | 584 |
| Active Adult | 333 | 259 | 4.4 (3.47 w golf) | 1,148 |
| Family Village | 198 | 175 | 3.4 (3.00 w golf) | 591 |
| Totals | 1024.84 | 634.84 | 3.8 (2.26 w golf) | 2,324 |

Access to the development will be provided at various points along Kuna Rd and S Cloverdale Rd with a residential collector road running east-west through the center to provide connectivity within the project and to filter traffic throughout, rather than guide all traffic out to the main roads. Many of the trips for food service, recreation, and basic commercial services will be within walking, biking, or a golf cart ride from the residences in the community.

The proposed development is designed to meet all requirements outlined in Kuna City Code Title 5, Chapter 7 in regards to Planned Unit Developments. Amenities to be provided are; a clubhouse with a pool and walking paths throughout, all of which will be constructed to accommodate all age groups and will meet ADA accessibility standards. The project will contain open space totaling a minimum of 10% of the gross project acreage. In addition, each plat will contain a minimum of 5% of its total gross acres as open space. Private streets within the Active Adult sections will be designed on a single common lot to provide access to all lots they are intended to serve, will be constructed with curb, gutter and sidewalk per city and ACHD standards and will also meet fire department requirements. Amenities, open space and private streets will all be owned and maintained by the Homeowner's Association as outlined in the Development Agreement and Covenants, Conditions and Restrictions that will be recorded with this development and each phase as it progresses.

A traffic impact study by Kittelson & Associates has been submitted to ACHD for review. Upon completion of their review ACHD will provide a final staff report to the city to be considered during the application review and hearing process.

PUD – Code Change Request

The developer is also requesting certain code changes to Kuna City Code Title 5, Chapter 7, Chapter 10 and Chapter 17 and Title 6, Chapter 2, Chapter 3, and Chapter 4. The code changes are outlined in Exhibit F of the Development Agreement. The changes requested refer to private streets and alleyways, structure separation, performance bonding, subdivision signage, landscaping, allowable uses, and various subdivision requirements. These changes will accommodate the proposed mixed-use layout.

Preliminary Plat

The first preliminary plat proposed within this Planned Unit Development consists of 131.32 acres, includes the C-2 and R-6 zoning designations and will be divided into 468 lots. This will include 1 commercial lot, 409 residential lots, 51 Common lots, 4 common driveway lots, 2 well lots, and 1 private road lot. The common area will incorporate 13.41 acres, which is 10.2% of the platted area. The average lot size is 7,443 square feet for a density of 3.64 dwelling units per acre.

Private Streets will be gated and provide access through the subdivision. This preliminary plat will occur in approximately 9 phases and will begin with phase 1 taking access from S Cloverdale Rd, construct the park space and install the gated entrance. This preliminary plat area is intended for active adult living that will be marketed to the 55 and older population that desires a smaller floor plan, smaller yard and more recreation geared towards healthy and social living.

Overall Development Schedule

Development is planned to proceed immediately following project and engineering approvals. Development of the first plat will occur in phases over the course of 5-10 years depending on market conditions. We anticipate developing 1-2 phases per year in the first preliminary plat and continuing to develop various portions of the property over the course of 20+ years at a pace that is determined by the market.

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.



Kristi Watkins, Planner
Land Development Group



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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

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

| For Office Use Only | |
|------------------------------|--|
| File Number (s) | 18-03-AN 18-01-CPM 18-02-PUD-18-20 DRC-18-02-ZC |
| Project name | |
| Date Received | |
| Date Accepted/ Complete | |
| Cross Reference Files | |
| Commission Hearing Date | |
| City Council Hearing Date | |

Contact/Applicant Information

| | |
|--|---|
| Owners of Record: <u>Falcon Crest, LLC</u> | Phone Number: _____ |
| Address: <u>2528 N Cloverdale Rd</u> | E-Mail: _____ |
| City, State, Zip: <u>Boise, ID 83713</u> | Fax #: _____ |
| Applicant (Developer): <u>M3 Companies</u> | Phone Number: <u>939-6263</u> |
| Address: <u>1087 W River Street, Suite 310</u> | E-Mail: <u>mtate@m3companiesllc.com</u> |
| City, State, Zip: <u>Boise, ID 83702</u> | Fax #: _____ |
| Engineer/Representative: <u>JUB Engineers, Scott Wonders</u> | Phone Number: <u>376-7330</u> |
| Address: <u>250 S Beechwood Ave, Suite 201</u> | E-Mail: <u>swonders@jub.com</u> |
| City, State, Zip: <u>Boise, ID 83709</u> | Fax #: <u>323-9336</u> |

Subject Property Information

| |
|---|
| Site Address: <u>11102 S Cloverdale Rd, Kuna, ID</u> |
| Site Location (Cross Streets): <u>Kuna Rd and Five Mile Rd</u> |
| Parcel Number (s): <u>See Attached List (18 parcels)</u> |
| Section, Township, Range: <u>Section 22, T2N, R1E, BM</u> |
| Property size : <u>1028.15 Acres</u> |
| Current land use: <u>Golf Course and Vacant Properties</u> Proposed land use: <u>Residential</u> |
| Current zoning district: <u>A, RR (Ada County)</u> Proposed zoning district: <u>C-2, R-6 & R-12</u> |



Project Description

Project / subdivision name: Falcon Crest Subdivision (PUD)
 General description of proposed project / request: Single-Family Residential Subdivision

Type of use proposed (check all that apply):
 Residential Single-Family
 Commercial _____
 Office _____
 Industrial _____
 Other _____

Amenities provided with this development (if applicable): Clubhouse, Pool, Playground, gazebo, pathways

Residential Project Summary (if applicable)

Are there existing buildings? Yes No
 Please describe the existing buildings: _____
 Any existing buildings to remain? Yes No
 Number of residential units: 409 Number of building lots: 410
 Number of common and/or other lots: 58
 Type of dwellings proposed:
 Single-Family _____
 Townhouses _____
 Duplexes _____
 Multi-Family _____
 Other _____
 Minimum Square footage of structure (s): Unknown at this time
 Gross density (DU/acre-total property): 3.64 Net density (DU/acre-excluding roads): 5.11
 Percentage of open space provided: 10.2% Acreage of open space: 13.41 acres
 Type of open space provided (i.e. landscaping, public, common, etc.): Landscaping buffers along collector and arterial streets, public pathway, common areas with landscaping and amenities.

Non-Residential Project Summary (if applicable)

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

Proposed Parking: N/A
 a. Handicapped spaces: _____ Dimensions: _____
 b. Total Parking spaces: _____ Dimensions: _____
 c. Width of driveway aisle: _____

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

Applicant's Signature: *Kristi Watkins* Date: *May 29, 2018*



City of Kuna

Planned Unit Development (PUD) Application

P.O. Box 13
Kuna, Id 83634
(208) 922-5274
Fax: (208) 922-5989
Website: www.kunacity.id.gov

| | |
|--------------|-------|
| File No. : | _____ |
| Cross Ref. : | _____ |
| File Name: | _____ |

The City of Kuna has adopted a Planned Unit Development (PUD) process whose purpose is to make Kuna a pleasant and comfortable place to live and work. This PUD process is based on standards and guidelines found in PUD Ordinance No. 2008-15. This document can be found online (www.cityofkuna.com) or can be picked up in the City's Planning and Zoning department is located at 763 W Avalon, Kuna ID. Staff is glad to assist you with your application form.

The Planned Unit Development application applies to the following land use actions:

- ▶ Multi- family dwellings (3 or more)
- ▶ Commercial
- ▶ Technical Uses
- ▶ Office
- ▶ Common Area
- ▶ Subdivision
- ▶ Variety of Building Types and Densities
- ▶ Common Open Space Variations
- ▶ Clustered Development and Recreational Facilities

Application Submittal Requirements

| Applicant Use | | Staff Use |
|-------------------------------------|--|--------------------------|
| <input checked="" type="checkbox"/> | Date of pre-application meeting: <u>October 11, 2017 & May 30, 2018</u> <i>Note: Pre-Applications are valid for a period of three (3) months.</i> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | A complete Planned Unit Development Application form <i>Note: It is the applicant's responsibility to use a current application.</i> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Detailed letter of explanation or justification for the application, describing the project and design elements, and how the project complies with the Planned Unit Development. | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | One (1) Vicinity Map (8 1/2" x 11") at 1" = 300' scale (or similar), label the location of the property and adjacent streets. Show all relevant current conditions (no older than one (1) year) | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | One 8 1/2" x 11" colored aerial photo depicting proposed site, street names, and surrounding area within five-hundred feet (500'). The purpose of this photo is to view the site for existing features and adjacent sites. | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Copy of Deed; and an original notarized Affidavit of Legal Interest for all parties involved | <input type="checkbox"/> |



Preliminary Development Plan; which shall include drawings and supplementary written narrative materials to include:

- Sketches or illustrations portraying the proposed character of the development; and sketches or illustrations of items subject to design review
- Description of how the PUD relates to surrounding land uses
- Vicinity map identifying neighborhood features within 1/2 mile of the location
- The nature of other land use actions requested
- If the PUD involves a preliminary plat, *include the number of phases and a description of each one*
- A narrative identifying and addressing the following:
 - Land use allocation by type _____
 - Percentage _____
 - Density _____
 - Open Space _____
 - Roads _____
 - N/A Parking _____
 - Housing _____
 - N/A Commercial _____
 - Services provided and public or private ownership and other information that may be pertinent and or material.
 - _____

Preliminary Drawings; at a minimum scale of 1" = 100' displaying the following:

- The name of the proposed PUD
- Date, north point and scale of drawing and identity of the person(s) preparing the drawing
- A boundary survey legal description of the PUD
- Names, addresses and telephone numbers of the controller and any of the following involved in the project: architect, landscape architect, designer, engineer, planner and nurseryman
- Date of survey and name of surveyor
- Appropriate identification of the drawing(s) as a preliminary plan

Natural Features Map; showing an inventory of existing site features including:

- Ground elevation shown by contour lines at two foot (2') intervals or less – five foot (5') intervals may be accepted for slopes greater than ten percent (10%)
- General soil types as documented by a soils engineer or engineering geologist
- Hydrology;** Analysis of natural drainage patterns and water resources including an analysis of streams, natural drainage swales, wetlands, floodplain areas or other areas subject to flooding, poorly drained areas, permanent high ground water areas and seasonally high ground water areas as they may be located on site or be affected by on-site activity:
 - Proposed and existing storm water facilities _____
 - Water conveyance facilities _____
 - Water features, such as ponds, wetlands and permanent or intermittent watercourses _____
 - Areas subject to flooding _____
- Natural features, such as trees, vegetation and ground cover, historic sites, major rock outcroppings, and similar type amenities.
- Sanitary sewer, storm drainage and water supply facilities. *If such facilities are not on or abutting the site, indicate the direction and distance to the nearest such facilities.*
- Width, location and purpose of all existing easements of record on/and abutting the site.
- A map describing land areas contiguous within three hundred feet (300') and adjacent to the proposed PUD, including zoning classifications, land uses, densities, circulation systems, public facilities, unique natural features, and approximate locations of nearby structures.

Site Plan; which shall include:

- North arrow
- To scale drawing (minimum 1" = 100')
- All drawings need to be signed and stamped by a licensed engineer; and dated with contact information. *With the exception of concept drawings and residential structures that do not require a licensed engineer's review.*
- Name of project
- The locations of all existing and proposed dwelling units and/or individual lots
- Location of major streets
- The proposed yard requirements or locations of single family homes for individual lots
- The existing and proposed traffic circulation system serving the PUD including:
 - N/A Off-street parking and maneuvering _____
 - X Points of access to existing public rights-of-way _____
 - X A plan notation or description narrative outlining ownership of streets _____
 - N/A Parking areas _____
- The existing and proposed pedestrian and bicycle circulation system
- Conceptual plans for all services including their location and whether the services will be publicly or privately owned and maintained including location of utility connections. *Note: Any services intended to be privately owned (sewer, water, street, etc.) requires the City Engineer's prior review and approval*
- Proposed location and treatment of any public or private common areas or structures including open spaces, park or recreation areas, and school sites
- The general landscape treatment proposed along the site's periphery and in accordance with provisions of the City's landscape ordinance
- The approximate amount, location and type of buffering and/or landscaping
- Proposed architectural styles
- The subdivider may be required to submit proposed restrictive covenants, in outline form

Environmental assessment, traffic study, grading plan or other studies as may be appropriate for the proposed site as determined by the Commission or Director.

If the applicant is requesting preliminary subdivision plat approval concurrent with the preliminary PUD approval, a **Preliminary Subdivision Plat** shall be submitted along with the PUD conceptual site plan.

Development Schedule: A development schedule indicating the approximate date on which construction of all phases of the entire project can be expected to begin. If the schedule is approved by the Commission it shall become a part of the final development plan.

Additional Information as may be required by City staff or deciding bodies.

Planned Unit Development Application

Applicant: M3 Companies, LLC Phone: 208-939-6263

Owner Purchaser Lessee Fax/Email: mtate@m3companiesllc.com

Applicant's Address: 1087 W River Street, Suite 310

Boise, Idaho Zip: 83702

Owner: Falcon Crest, LLC (Hansgeorg Borbonus) Phone: _____

Owner's Address: 2528 N Cloverdale Rd Email: _____

Boise, Idaho Zip: 83713

Represented By: *(if different from above)* JUB Engineers, Inc. (Scott Wonders) Phone: 208-376-7330

Address: 250 S Beechwood Ave, Suite 201 Email: swonders@jub.com

Boise, Idaho Zip: 83709

Address of Property: E Kuna Rd, 18 parcels (see list of parcel numbers)

Distance from Major Cross Street: adjacent to S Cloverdale & Kuna Roads Street Name(s): S Cloverdale & Kuna Roads

Please Check the box that reflects the amenities used :

Active recreational amenities such as playgrounds; basketball or tennis courts; baseball, soccer or rugby fields; swimming pools; natatoriums; walking/running paths; clubhouse; school sites; etc.

Pedestrian and bicycle pathway systems within and through the project (exclusive of required sidewalks adjacent to public right-of-way) and designed to connect into existing or planned pedestrian or bicycle routes outside the PUD.

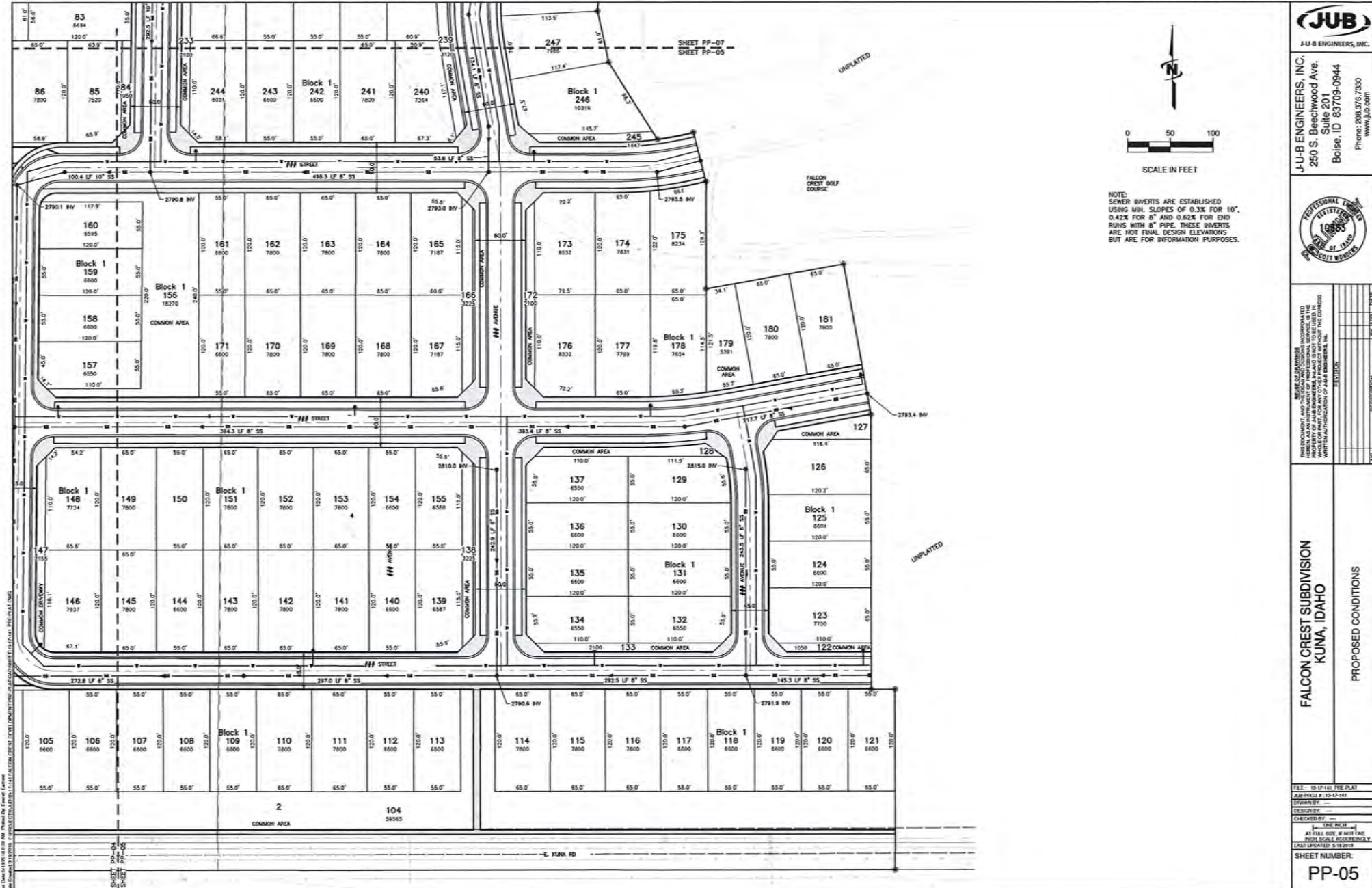
Other amenities appropriate to the size and uses intended in the PUD

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

This will be a mixed use development that incorporates commercial and various levels of single family residences. There is also a few requested code changes in reference to private streets, structure separation, bonding, signage, landscaping and some subdivision requirements.

1. Dimension of Property: 1028.15 acres total
2. Current Land Use(s): Agriculture zoning - Golf Course
3. What are the land uses of the adjoining properties?
North: Residential, Ag
South: Residential
East: Residential, Ag
West: Residential
4. Is the project intended to be phased, if so what is the phasing time period? Yes
Please explain: Overall 25 - 30 years. First Preliminary Plat, Phase 1-11 - 2019-2023
5. Are there any irrigation ditches/canals on or adjacent to the property? Yes
If yes, do you know the name of the irrigation or drainage provider? Boise Project Board of Controls, Kuna Irrig.
6. Fencing: *(Please provide information about new fencing material as well as any existing fencing material)*
Mixture of wrought iron and solid privacy fencing.
Type: Open wrought iron and solid privacy
Size: 4'- 5' and 6'
Location: Wrought iron around common areas and golf course and solid privacy between residences and along streets
(Please note that the City has height limitations for fencing material and requires a fence permit to be obtained prior to installation)
7. Storm Drainage:
Proposed Method of On-site Drainage Retention/Detention:
On-site drainage will be in seepage beds and ponds
8. Percentage of Site Devoted to Building Coverage: N/A - Overall Master Plan extends beyond current plat request
% of Site Devoted to Landscaping: Greater than 10% Square Footage: TBD
% of Site that is hard Surfaces
(paving, driveways, walkways, etc.): TBD Square Footage: TBD
% of Site Devoted to Other Uses: TBD
Describe: 19 acres of commercial, Golf Course & Clubhouse, Community Clubhouse & Parks
% of landscaping within the parking lot (landscaped islands, etc.): *(Please see Kuna City Ordinance 2006-100)*
TBD
9. For details, please provide dimensions of landscaped areas within public right-of-way:
N/A
10. Are there any existing trees of 4" or greater in caliper on the property? *(Please provide the information on the site plans.)*
If yes, what type, size and the general location? *(The City's goal is to preserve existing trees with greater than a four inch (4") caliper whenever possible):*
Yes, the property includes multiple golf courses and thousands of existing trees. Tree species vary and include both deciduous and evergreen trees. The project plans to make some modifications to the golf course, but retain the vast majority of existing trees. Existing trees also exist lining the existing access road to the current clubhouse. Those trees will also remain in place.
11. Pedestrian Amenities: *(bike racks, receptacles, drinking fountains, benches, etc.)*
Walking paths will be included around the perimeter and throughout the community. Trash receptacles and benches, picnic areas and other amenities will be located in the community parks.
12. Parking requirements: N/A
Total Number of Parking Spaces: N/A Width and Length of Spaces: N/A
Total Number of Compact Spaces (8'x17'): N/A
13. Is any portion of the property subject to flooding conditions? Yes _____ No X
(If yes, you must submit a Floodplain Development Permit Application with this Design Review application.)

IF THE PLANNING DIRECTOR OR DESIGNEE, THE COMMISSION AND/OR THE CITY COUNCIL DETERMINE THAT ADDITIONAL AND/OR REVISED INFORMATION IS NEEDED, AND/OR IF OTHER UNFORESEEN CIRCUMSTANCES ARISE, ANY DATES OUTLINED FOR PROCESSING MAY BE RESCHEDULED BY THE CITY. APPLICANT/REPRESENTATIVE MUST ATTEND ALL SCHEDULED MEETINGS.



J-U-B ENGINEERS, INC.
 250 S. Beechwood Ave.
 Suite 201
 Boise, ID 83709-0944
 Phone: 208.376.7300
 www.jub.com



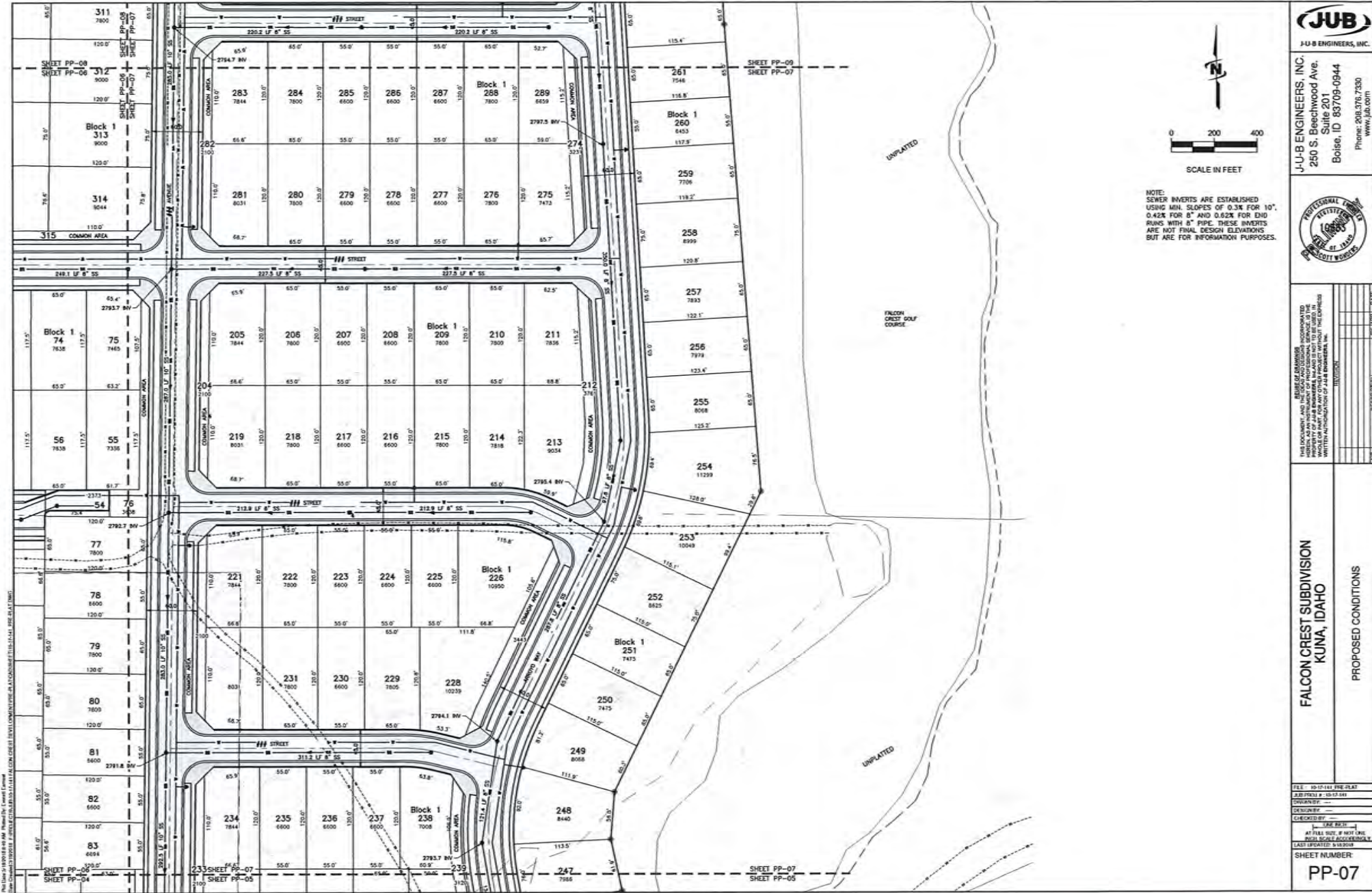
REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

FALCON CREST SUBDIVISION
 KUNA, IDAHO
 PROPOSED CONDITIONS

SHEET NUMBER:
 PP-05

received
 5.30.18



NOTE:
SEWER INVERTS ARE ESTABLISHED
USING MIN. SLOPES OF 0.3% FOR 10',
0.42% FOR 8' AND 0.52% FOR 6'
RUNS WITH 8" PIPE. THESE INVERTS
ARE NOT FINAL DESIGN ELEVATIONS
BUT ARE FOR INFORMATION PURPOSES.



J-U-B ENGINEERS, INC.
250 S. Beechwood Ave.
Suite 201
Boise, ID 83709-0944
Phone: 208.376.7300
www.jub.com

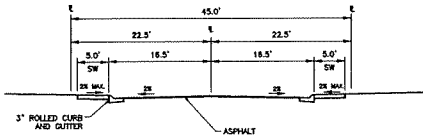


STATE OF IDAHO
I, JUB ENGINEERS, INC. (PROFESSIONAL ENGINEER)
THESE PLANS, SPECIFICATIONS, AND CALCULATIONS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF IDAHO.
DATE: 10/11/18
PROJECT: FALCON CREST SUBDIVISION, KUNA, IDAHO

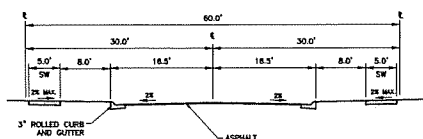
FALCON CREST SUBDIVISION
KUNA, IDAHO
PROPOSED CONDITIONS

DATE: 10/11/18 (REVISED)
DRAWN BY: JUB
DESIGNED BY: JUB
CHECKED BY: JUB
AT FULL SIZE, IF NOT CALLED OUT OTHERWISE.
LAST UPDATED: 10/11/18
SHEET NUMBER:
PP-07

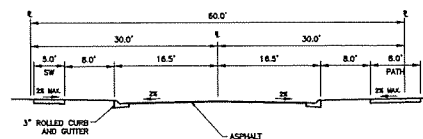
received
5.30.18



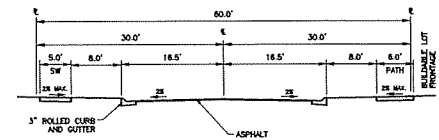
TYPICAL 33' STREET SECTION ATTACHED
SCALE: 1/8" = 1'-0"



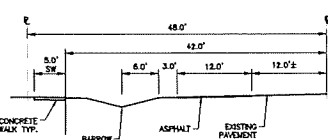
TYPICAL 33' STREET SECTION DETACHED
SCALE: 1/8" = 1'-0"



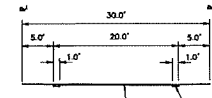
TYPICAL 33' STREET SECTION DETACHED WITH PATHWAY
SCALE: 1/8" = 1'-0"



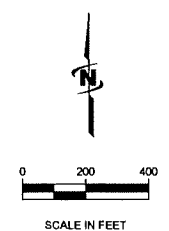
TYPICAL 33' STREET SECTION DETACHED PATH WITH LOT FRONTAGE
SCALE: 1/8" = 1'-0"



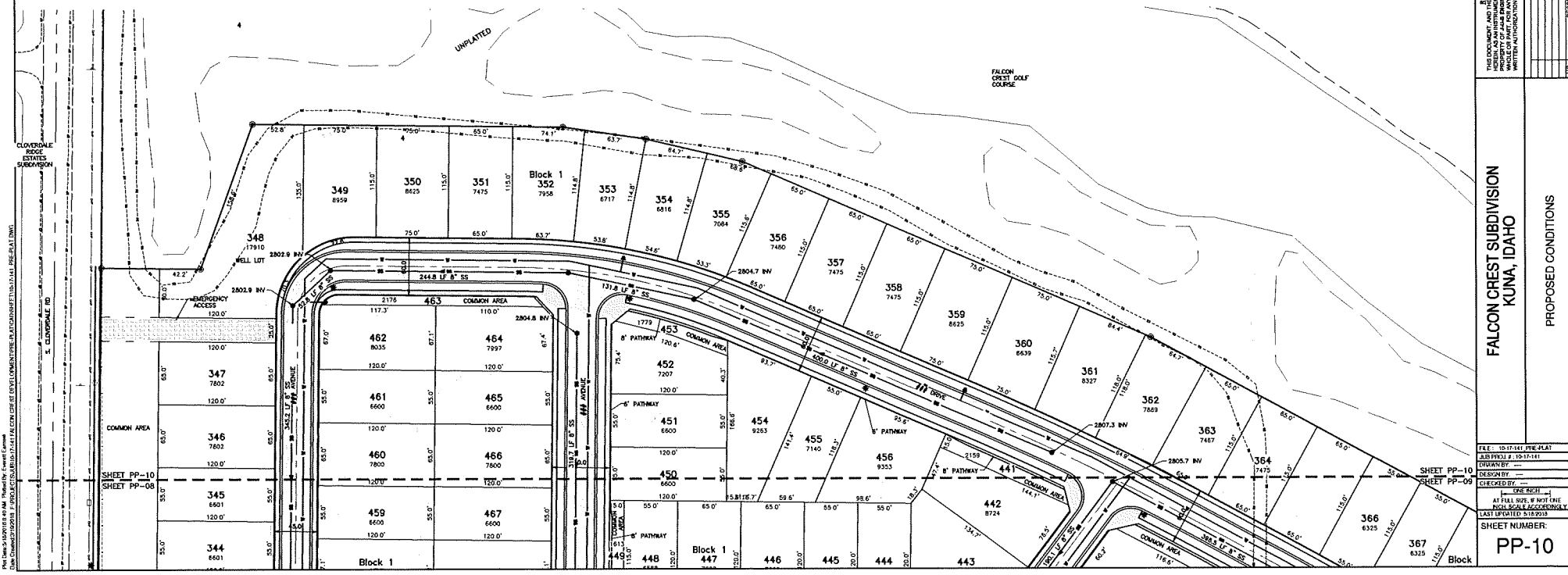
KUNA ROAD SECTION
CLOVERDALE ROAD SECTION
SCALE: 1/8" = 1'-0"



TYPICAL SHARED DRIVEWAY SECTION
SCALE: 1/8" = 1'-0"



NOTE: SEWER INVERTS ARE ESTABLISHED USING MIN. SLOPES OF 0.3% FOR 10", 0.42% FOR 8" AND 0.62% FOR 6" RUNS WITH 8" PIPE. THESE INVERTS ARE NOT FINAL DESIGN ELEVATIONS BUT ARE FOR INFORMATION PURPOSES.



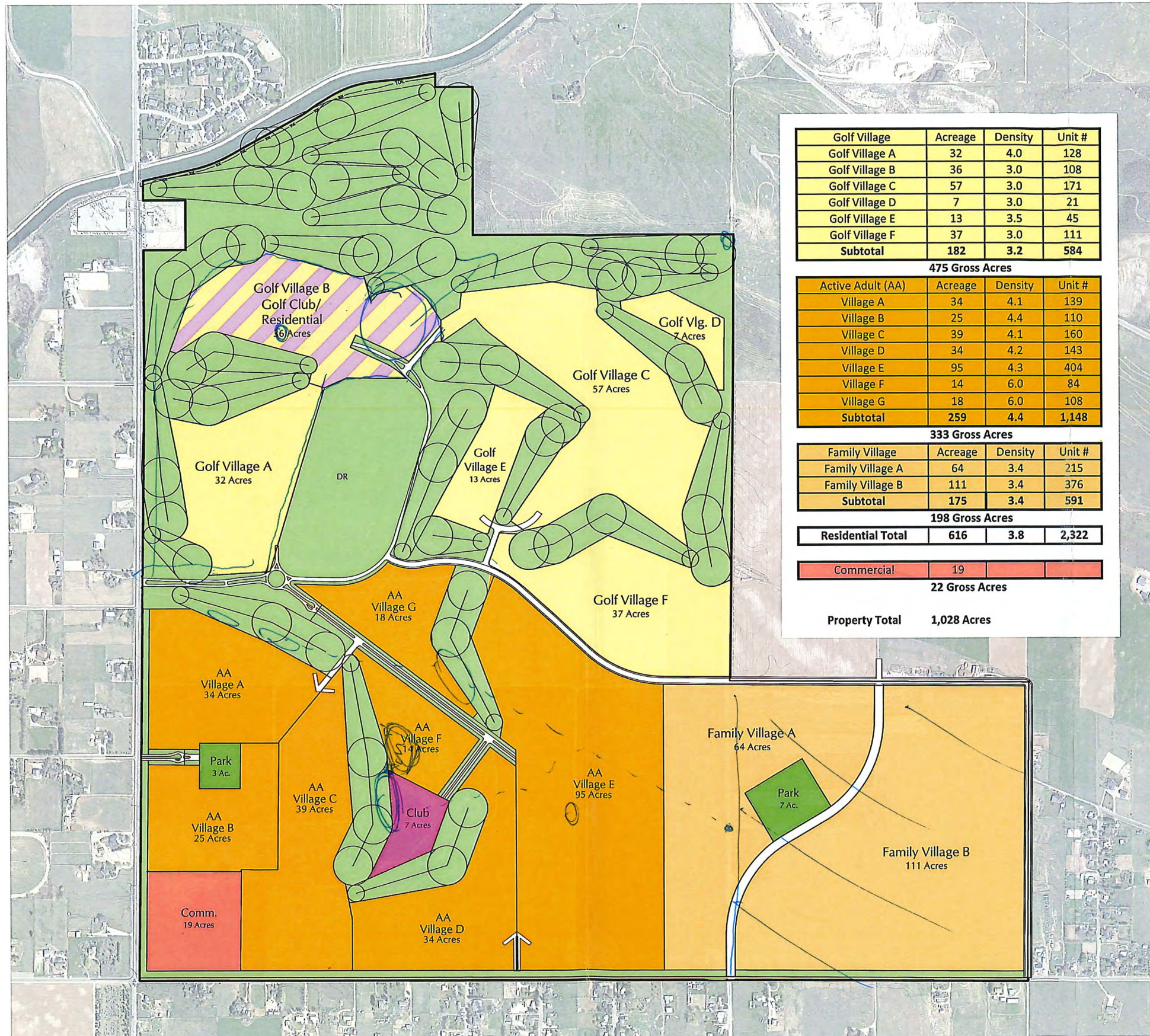
JUB
J-U-B ENGINEERS, INC.
250 S. Beechwood Ave.
Suite 201
Boise, ID 83709-0944
Phone: 208.276.7330
www.jub.com



THIS DOCUMENT AND THE DESIGN AND CONSTRUCTION INCORPORATED HEREIN ARE THE PROPERTY OF JUB ENGINEERS, INC. AND WILL BE LOANED TO THE CLIENT FOR THE EXCLUSIVE USE OF THE CLIENT. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JUB ENGINEERS, INC.

FALCON CREST SUBDIVISION
KUNA, IDAHO
PROPOSED CONDITIONS

FILE: 1510141 PRELIM
DATE: 10/14/15
DRAWN BY: [Name]
DESIGNED BY: [Name]
CHECKED BY: [Name]
DATE: 10/14/15
SHEET NUMBER: PP-10



| 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 | Acreage | Density | Unit # |
|-------------------|------------|------------|--------------|
| | 616 | 3.8 | 2,322 |

| | | | |
|------------|----|--|--|
| Commercial | 19 | | |
|------------|----|--|--|

22 Gross Acres

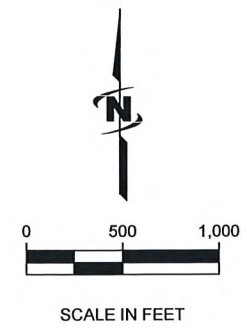
| | | | |
|-----------------------|--------------------|--|--|
| Property Total | 1,028 Acres | | |
|-----------------------|--------------------|--|--|

received
5.30.18



PRELIMINARY DEVELOPMENT PLAN

May 15, 2018
SCALE: 1" = 300'
GREY|PICKETT



| | |
|----------------------------|-------------|
| TOTAL ZONING BOUNDARY AREA | 1033.47 Ac. |
| ZONE RR TO R-6 | 806.92 Ac. |
| ZONE A TO R-6 | 19.58 Ac. |
| ZONE RR TO R-12 | 188.09 Ac. |
| R-12-A | 124.61 Ac. |
| R-12-B | 63.48 Ac. |
| ZONE A TO C-2 | 20.89 Ac. |
| AREA TO BE ANNEXED | 995.01 Ac. |

REUSE OF DRAWINGS: JUB SHALL RETAIN ALL RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT JUB'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

| NO. | REVISION | DESCRIPTION | BY | DATE |
|-----|----------|-------------|----|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**FALCON CREST SUBDIVISION
KUNA, IDAHO**

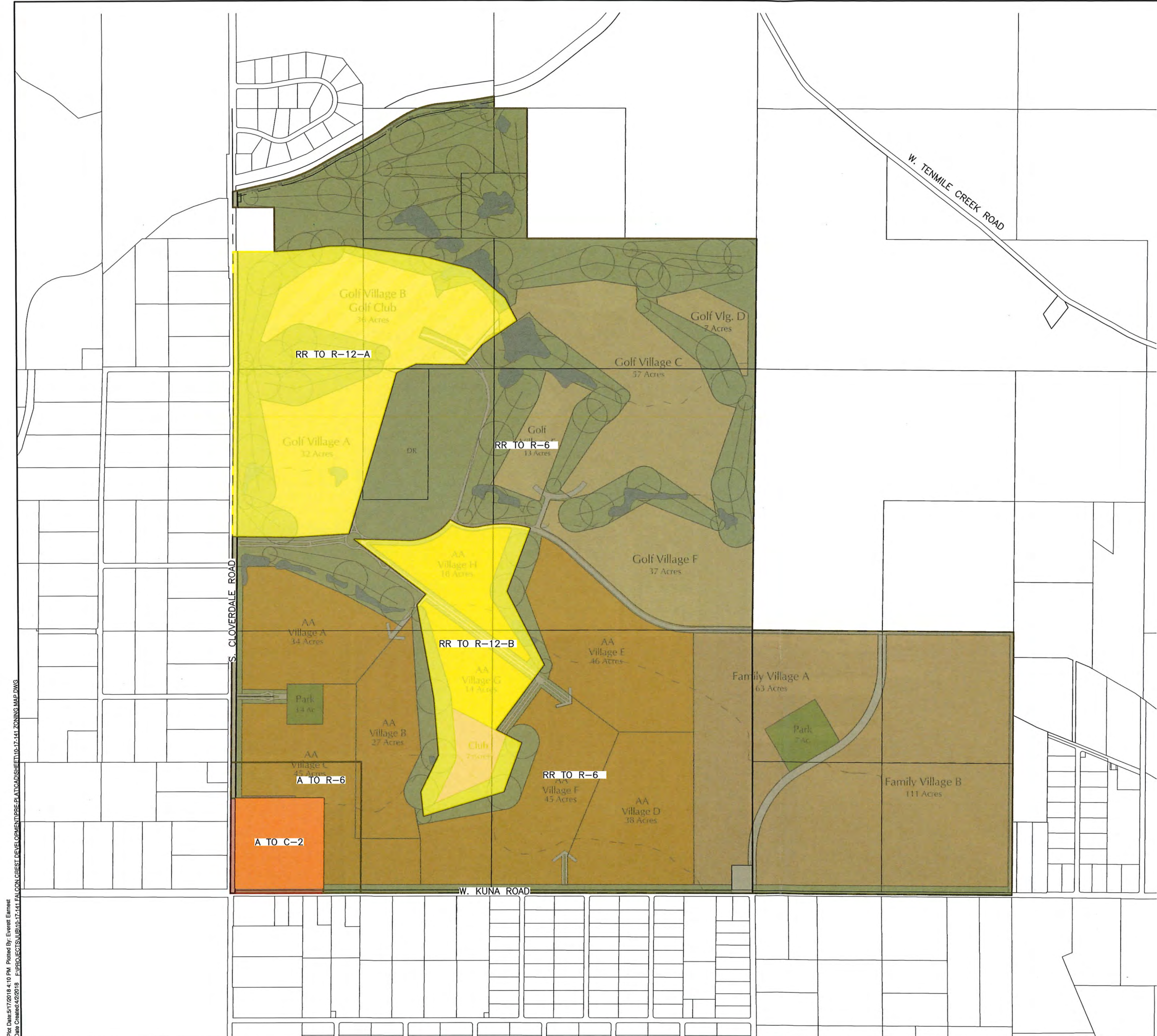
ZONING MAP

FILE: 10-17-141 ZONING MAP
JUB PROJ. #: 10-17-141
DRAWN BY: ##
DESIGN BY: ##
CHECKED BY: ###

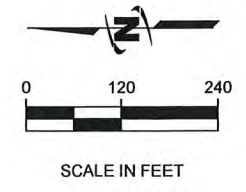
ONE INCH
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 5/17/2018

SHEET NUMBER:
1

received
5.30.18



Plot Date: 5/17/2018 4:10 PM Plotted By: Everett Eimert
 Date Created: 4/22/2018 File Path: C:\PROJECTS\JUB\10-17-141\FALCON CREST DEVELOPMENT\PRE-PLAT\CAD\SHEDD-17-141 ZONING MAP.DWG



| PHASING INFORMATION | | | | | | |
|---------------------|-----------------------|------------|------------|------------------|-------------|------------|
| PHASE | PROPOSED CONSTRUCTION | PHASE AREA | TOTAL LOTS | RESIDENTIAL LOTS | COMMON LOTS | DENSITY |
| 1 | 2019 | 18.30 Ac. | 51 LOTS | 39 LOTS | 12 LOTS | 2.13 DU/Ac |
| 2 | 2019 | 11.81 Ac. | 53 LOTS | 46 LOTS | 7 LOTS | 3.89 DU/Ac |
| 3 | 2020 | 8.85 Ac. | 39 LOTS | 36 LOTS | 3 LOTS | 4.07 DU/Ac |
| 4 | 2020 | 13.73 Ac. | 55 LOTS | 36 LOTS | 9 LOTS | 2.62 DU/Ac |
| 5 | 2021 | 8.36 Ac. | 41 LOTS | 35 LOTS | 6 LOTS | 4.18 DU/Ac |
| 6 | 2021 | 5.93 Ac. | 27 LOTS | 25 LOTS | 2 LOTS | 4.22 DU/Ac |
| 7 | 2021 | 12.16 Ac. | 58 LOTS | 49 LOTS | 9 LOTS | 4.03 DU/Ac |
| 8 | 2022 | 11.66 Ac. | 58 LOTS | 44 LOTS | 14 LOTS | 3.77 DU/Ac |
| 9 | 2022 | 7.92 Ac. | 32 LOTS | 28 LOTS | 4 LOTS | 3.54 DU/Ac |
| 10 | 2023 | 6.31 Ac. | 35 LOTS | 27 LOTS | 8 LOTS | 4.28 DU/Ac |
| 11 | 2023 | 10.70 Ac. | 47 LOTS | 44 LOTS | 3 LOTS | 4.11 DU/Ac |

CONSTRUCT NORTH COLLECTOR ACCESS AND PHASE 1 OF THE CLUB WITH PHASES 3 & 4. CONSTRUCT BUILDING WITH PHASES 5, 6, & 7.

received
 5.30.18

REUSE OF DRAWINGS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED IN WHOLE OR PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

| NO. | REVISION | DESCRIPTION | BY | DATE |
|-----|----------|-------------|----|------|
| | | | | |

FALCON CREST SUBDIVISION
 KUNA, IDAHO
 PHASING PLAN

Plot Date: 5/29/2018 2:49 PM Plotted By: Everett Earnest
 Date Created: 3/19/2018 File Path: C:\PROJECTS\10-17-141\FALCON CREST DEVELOPMENT\PRE-PLAT\CAD\SHEDD-17-141 PRE-PLAT.DWG

Falcon Crest LLC.

| | Parcel # | Acreage |
|-----|-------------|---------|
| #1 | S1422336000 | 39 |
| #2 | S1422314810 | 119.9 |
| #3 | S1422417300 | 158.65 |
| #4 | S1422212400 | 138.16 |
| #5 | S1422110050 | 160 |
| #6 | S142221200 | 20 |
| #7 | S1415336000 | 56.46 |
| #8 | S1415341100 | 40 |
| #9 | S1415430000 | 80 |
| #10 | S1415314810 | 32.97 |
| #11 | S1415315300 | 10 |
| #12 | S1415424915 | 5 |
| #13 | R3297260265 | 1.13 |
| #14 | S1423325400 | 40 |
| #15 | S1423314800 | 40 |
| #16 | S1423336000 | 40 |
| #17 | S1423346600 | 40 |
| #18 | S1422449820 | 1.31 |

received
5.30.18

DEVELOPMENT SCHEDULE

FIRST PRELIMINARY PLAT

| | |
|----------|------|
| Phase 1 | 2019 |
| Phase 2 | 2019 |
| Phase 3 | 2020 |
| Phase 4 | 2020 |
| Phase 5 | 2021 |
| Phase 6 | 2021 |
| Phase 7 | 2021 |
| Phase 8 | 2022 |
| Phase 9 | 2022 |
| Phase 10 | 2023 |
| Phase 11 | 2023 |

Overall the 1,028 acre Planned Unit Development anticipates construction over the course of 25 – 30 years.

FALCON CREST PROPERTY
ANNEXATION TO THE CITY OF KUNA
LEGAL DESCRIPTION

The Southwest Quarter of Section 23 and those portions of Sections 22 and 15, Township 2 North, Range 1 East, Boise Meridian, 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 South 89°57'42" East, 2660.56 feet; Thence, along the south line of said Section 22, South 89°57'42" East, 1330.28 feet to the southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 22 and the **POINT OF BEGINNING**;

Thence, departing from said south line and along the east line of said SW1/4 SW1/4, North 00° 38' 13" East, 1326.89 feet to the northeast corner of said SW1/4 SW1/4;

Thence, along the north line of said SW1/4 SW1/4, South 89°58'36" West, 1328.54 feet to the west line of said Section 22;

Thence, along said west line, North 00° 42' 47" East, 1325.46 feet to the west quarter corner of said Section 22;

Thence, continuing along said west line, North 00° 42' 27" East, 2652.56 feet to the southwest corner of said Section 15;

Thence, along the west line of said Section 15, North 00°01'55" West, 1188.41 feet to the westerly prolongation of 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, departing from said west line and along said westerly prolongation and said south line, North 89°58'05" East, 425.00 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 and its westerly prolongation, South 89°58'05" West, 425.00 feet to the west line of said Section 15;

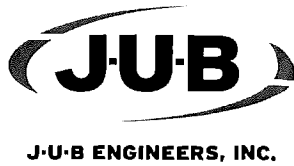
Thence, along said west line, North 00° 01' 55" West, 211.25 feet to the centerline of the New York Canal;

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;



PRELIMINARY PLAT BOUNDARY
FALCON CREST SUBDIVISION
LEGAL DESCRIPTION

Those portions of the South Half of the Northwest Quarter and of the Southwest 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 South 89°57'42" East, 2660.56 feet; Thence, along the south line of said Section 22, South 89°57'42" East, 48.00 feet to the **POINT OF BEGINNING**;

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, 451.44 feet;

Thence, departing from said easterly right-of-way line and along the following twenty-four (24) courses:

Thence, 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, 91.35 feet;

Thence, South 03° 11' 47" East, 799.13 feet;

Thence, South 04° 22' 16" East, 552.44 feet;

Thence, South 26° 02' 07" West, 394.31 feet;

Thence, South 04° 41' 13" West, 56.05 feet;

Thence, South 12° 19' 26" East, 61.94 feet;

Thence, South 32° 02' 12" East, 107.30 feet to the beginning of a non-tangent curve;

Thence, along said curve to the left an arc length of 42.74 feet, having a radius of 370.00 feet, a central angle of 06° 37' 09", a chord bearing of North 79° 02' 12" East and a chord length of 42.72 feet;





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

Thence, South 14° 16' 23" East, 60.00 feet;
Thence, South 00° 02' 18" West, 126.30 feet;
Thence, North 79° 48' 39" East, 164.13 feet;
Thence, South 10° 11' 21" East, 180.00 feet;
Thence, South 00° 02' 18" West, 324.05 feet;
Thence, South 89° 57' 42" East, 27.54 feet;
Thence, South 00° 02' 18" West, 212.50 feet to the south line of said Section 22;
Thence, along said south line, North 89° 57' 42" West, 2077.56 feet to the **POINT OF BEGINNING**,
Containing 131.32 acres, more or less.

Robert L. Kazarinoff, PLS



05/16/2018



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

Thence, departing from said centerline and along said west line, South 00° 02' 48" West, 73.31 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:

North 60° 35' 00" East, 173.99 feet;
Thence, North 54° 35' 30" East, 154.96 feet;
Thence, North 59° 04' 20" East, 141.06 feet to the beginning of a curve;
Thence, along said curve to the right an arc length of 188.28 feet, having a radius of 930.00 feet, a central angle of 11° 35' 58", a chord bearing of North 64° 52' 19" East and a chord length of 187.96 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, 332.96 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' 18" 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, 2643.07 feet;

Thence, along the north line of the Southwest Quarter of said Section 23, South 89° 35' 20" East, 2667.60 feet to the northeast corner of said Southwest Quarter;

Thence, along the east line of said Southwest Quarter, South 00° 26' 14" West, 2660.40 feet to the south quarter corner of said Section 23;



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

Thence, along the south line of said Southwest Quarter, North 89° 37' 13" West, 2648.97 feet to the southeast corner of said Section 22;
Thence, along the south line of said Section 22, North 89° 58' 04" West, 2660.61 feet to the south quarter corner of said Section 22;
Thence, continuing along said south line, North 89° 57' 42" West, 1330.27 feet to the **POINT OF BEGINNING**, containing 995.01 acres, more or less.

Robert L. Kazarinoff, PLS



05/17/2018

Recording Requested By and
When Recorded Return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

by and between

City of Kuna, an Idaho Municipal Corporation

and

M3 ID Falcon Crest, LLC, an Arizona Limited Liability Company

received
5.30.18

TABLE OF CONTENTS

| | Page |
|--|------|
| DEFINITIONS..... | 1 |
| RECITALS..... | 5 |
| 1. ANNEXATION..... | 5 |
| 2. MASTER PLANS | 5 |
| 2.1 Conditions of Development..... | 5 |
| 2.2 Planned Unit Development..... | 5 |
| 2.3 Allocation; Density..... | 6 |
| 2.4 Additional Property | 6 |
| 2.5 Term..... | 7 |
| 3. INFRASTRUCTURE AND SERVICES | 7 |
| 3.1 Traffic and Circulation | 7 |
| 3.2 Water..... | 8 |
| 3.3 Wastewater Treatment..... | 9 |
| 3.4 Public Facilities | 10 |
| 3.5 Parks & Trails Plan..... | 10 |
| 3.6 Variances and Exceptions From Standards..... | 11 |
| 3.7 Construction | 11 |
| 3.8 Development Fee Credit; Other Fee Reimbursement..... | 12 |
| 3.9 Community Infrastructure District..... | 12 |
| 4. REGULATION OF DEVELOPMENT | 12 |
| 4.1 Regulation of Development..... | 12 |
| 4.2 Amendment..... | 13 |
| 4.3 Changes to Zoning, PUD Standards and Development Program | 14 |
| 4.4 Vested Rights..... | 14 |
| 5. PROJECT GOVERNANCE..... | 14 |
| 5.1 Governance Entities..... | 14 |
| 6. COOPERATION AND ALTERNATIVE DISPUTE RESOLUTION | 14 |
| 6.1 Agreement to Cooperate | 14 |
| 6.2 Fees | 15 |
| 6.3 Default | 15 |
| 6.4 Dispute Resolution/Remedies..... | 15 |
| 6.5 Prevailing Party | 16 |
| 7. NOTICES AND FILINGS. | 16 |
| 7.1 Manner of Serving | 16 |
| 7.2 Mailing Effective | 16 |
| 8. MISCELLANEOUS. | 16 |
| 8.1 Operations During Construction | 16 |
| 8.2 Termination Upon Sale to Public | 17 |
| 8.3 Termination Upon Completion of Development..... | 17 |
| 8.4 Mortgage Provisions..... | 17 |
| 9. GENERAL..... | 18 |
| 9.1 Waiver..... | 18 |

| | | |
|------|-------------------------------------|----|
| 9.2 | Counterparts | 18 |
| 9.3 | Headings | 18 |
| 9.4 | Exhibits and Recitals | 18 |
| 9.5 | Further Acts | 18 |
| 9.6 | Time of Essence | 18 |
| 9.7 | Successors and Assigns | 18 |
| 9.8 | No Partnership; Third Parties | 18 |
| 9.9 | Entire Agreement | 19 |
| 9.10 | Construction | 19 |
| 9.11 | Names and Plans | 19 |
| 9.12 | Severability | 19 |
| 9.13 | Parties' Intent | 19 |
| 9.14 | Choice of Law | 19 |
| 9.15 | Recordation | 19 |
| 9.16 | No Developer Representations | 19 |
| 9.17 | Good Standing; Authority | 19 |

LIST OF EXHIBITS:

| | |
|------------------|--|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Master Plan |
| Exhibit C | Annexation Application |
| Exhibit D | Offsite Sewer |
| Exhibit E | Parks & Trails Plan |
| Exhibit F | Variances and Exceptions – Kuna City Code Chapter 5 & 6 |

DEFINITIONS

"Active Adult Community" means a community which may include age restrictions requiring that residents be of a certain age to own real property within a Parcel or subdivision within the Project.

"Ada County" means Ada County, Idaho.

"Additional Property" is all or any portion of real property now owned, or which may become owned, by Developer or its affiliate(s), which is adjacent to or proximate to the Property.

"Agreement" is this Pre-Annexation and Development Agreement inclusive of all exhibits, as may be amended from time to time.

"Annexation Ordinance" is, or shall be, the City ordinance that annexes the Property into City.

"Application" is Developer's application to City requesting annexation of the Property into City's limits and City's approval of this Agreement.

"CC&Rs" are the Covenants, Conditions and Restrictions that shall encumber the Property and which shall govern the Project through one or more Owners' Associations that shall establish quality control both during development and during maturing of the Project. CC&Rs shall be recorded on the Property concurrently with recordation of the first final plat for any portion of the Property.

"City" means the City of Kuna, Idaho.

"City Fees" are the normal fees assessed for City services as assessed against other similarly situated persons and property, amended from time to time by the City Council, including, without limitation, fees for building permits and inspections, community service applications, utility hook-ups, development fees, business licenses, subdivisions, and use permits.

"Community Infrastructure District" or **"CID"** or **"Falcon Crest CID"** is, or shall be, a special taxing district formed in accordance with Idaho Code Section 50-3101 et seq. for the purpose of financing eligible Public Infrastructure.

"Comprehensive Plan" is the City Comprehensive Plan in effect on the Effective Date.

"Date of Application" is the date Developer's Application to City was deemed complete by City. The Date of Application is _____.

"Developer" is M3 ID Falcon Crest, LLC, an Arizona limited liability company, and all successors in title and interest to Developer who undertake development of the Property. Developer has the option to purchase the Property from Owner and is the equitable owner of the Property.

"Developer Representative" is the representative for Developer acting as liaison with City. The initial Developer Representative is William I. Brownlee, or a designee appointed by Developer.

"Development Rights" is development allowed to be undertaken by Developer in accordance with this Agreement and the Master Plan.

"Drainage System" is a drainage and flood control system and facilities for collection, diversion, detention, retention, dispersal, use and discharge of drain water.

"Effective Date" is the effective date of the resolution adopted by City at a duly noticed and held City Council hearing to approve this Agreement.

"Falcon Crest" is the approximately 1,034 acres located in Ada County, Idaho, legally described and depicted in **Exhibit A**, plus any Additional Property that may later be added to the Project. The Project is also sometimes referred to herein as **"Falcon Crest"** and/or the **"Property."**

"Fire District" is the Kuna Rural Fire Protection District (aka Kuna Rural Fire District).

"Master Plan" is the Master Plan set forth in **Exhibit B**.

"Maximum Density" is the maximum number of residential units in the Property as provided in the Master Plan. Upon approval of the Master Plan, the Maximum Density is approximately 2.25 dwelling units/acre or 2,322 dwelling units (excluding RV units, hotel units, nursing home units, or any other units associated with commercial/mixed use development, if applicable).

"Maximum Parcel Density" is the maximum gross residential density for each Parcel subject to the limitation on the maximum density allowed within each Parcel as set forth in the Master Plan and subject to reallocation of density as allowed in this Agreement. The Maximum Parcel Density is the maximum gross residential density for each Parcel subject to the limitation on the maximum density allowed within each Parcel as set forth in the Master Plan.

"Mortgage" is any lien placed upon the Project, or any portion thereof, including the lien of any mortgage or deed of trust, as a pledge of real property to a creditor as security for performance of an obligation or repayment of a debt.

"Offsite Sewer" is all of the sewer improvements, including, without limitation, gravity lines, pressure lines, lift station, borings, manholes, and engineering, to connect the Property to the existing terminus of City's sewer system. The alignment is shown on **Exhibit D**.

"Open Space" is land that is set aside for recreation, agriculture, habitat, vegetation, scenic or similar uses. Open Space may be developed or natural and may include, without limitation: (i) public and private parks, sports fields, and trails; (ii) golf course(s); (iii) landscape easements or common areas inside or outside of public rights-of-way; (iv) floodplains and floodways; (v) undeveloped hillsides; (vi) wetlands, wildlife habitat, stream corridors, and unique or sensitive plant areas; and (vii) conservation easements or permanent open space on private lands or lots. Open Space may be publicly or privately owned and may be accessible or inaccessible to the public.

"Ordinances" are ordinances or resolutions enacted by City as more particularly referenced herein, including the Annexation Ordinance and Rezoning Ordinance necessary to meet the terms of this Agreement.

"Owner" shall be Falcon Crest, LLC, an Idaho limited liability company. Owner is the fee owner of the Property on the Effective Date. Developer, which has the option to purchase the Property from Owner, is the equitable owner of the Property.

"Owners' Association" is one or more non-profit entities created or to be created by Developer, that shall be responsible for, without limitation, the perpetual management of the Common Area, as such is defined in CC&Rs encumbering or to encumber the Property, which management shall be at the expense of the ultimate owners or "end-users" of the Project.

"P & Z Commission" is the City Planning & Zoning Commission.

"Parcel" is a distinct Parcel of the Property, or combination of Parcels within the Property, that is identified on the Master Plan as a **"Village."**

"Parcel Developer" is the developer of all or a portion of a Parcel, which is also known as a Village.

"Party or Parties" is, individually or, collectively, the parties to this Agreement.

"Pre-Annexation Resolution" is, or shall be, the City Resolution that duly approves this Agreement.

"Project" is the approximately 1,034 acres located in Ada County, Idaho, legally described and depicted in **Exhibit A**, plus any Additional Property that may later be added to the Project. The Project is also sometimes referred to herein as **"Falcon Crest"** and/or the **"Property."**

"Property" is the approximately 1,034 acres located in Ada County, Idaho, legally described and depicted in **Exhibit A**, plus any Additional Property that may later be added to the Project. The Property is also sometimes referred to herein as **"Falcon Crest"** and/or the **"Property."**

"Public Infrastructure" is infrastructure facilities and services improvements, including, without limitation, underlying lands and improvements that are owned or to be owned by City or third-party public service providers and facilities conveyed to City and/or or third-party public service providers. Public Infrastructure which is constructed and dedicated by Developer may include, without limitation: rights of ways, roads, dry utilities, wastewater systems, water system, and public Open Space, including, without limitation, the engineering, permitting, and financing costs for the aforementioned.

"PUD" is a planned unit development as defined in the City Zoning Ordinance.

"PUD Standards" are the City Planned Unit Development Standards as of the Effective Date. The Planned Unit Development Standards may be amended from time to time affecting the Property with the approval of Developer and City.

"Rezoning Ordinance" is, or shall be, the City Ordinance approving the Master Plan for the Property, which includes among other things, a land use plan, underlying zoning districts, and the PUD Standards.

"Sewer Provider" is the City.

"Special Use Permit" is a permit granting a conditional use within a zoning district established for the Property.

"Term" is the duration of this Agreement as set forth herein.

"Village" is a distinct Parcel of the Property, or combination of Parcels within the Property, that is identified on the Master Plan as a **"Village."**

"Wastewater System" is the City Wastewater System including all collection lines, pump stations, treatment plants necessary to serve the Property.

"Water Provider" is the City.

"Water System" is the City water system including all wells, storage tanks, distribution mains and pump stations necessary to serve the Property.

"Zoning Administrator" is the planning director of the City.

"Zoning Ordinance" is the zoning ordinance of City adopted and in effect on the Date of Application.

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the State of Idaho, by and through its Mayor ("**City**") and Falcon Crest, LLC, an Idaho limited liability company ("**Owner**") and M3 ID Falcon Crest, LLC, an Arizona limited liability company ("**Developer**").

RECITALS

A. Owner owns approximately 1,034 acres of the Property, legally described and depicted on **Exhibit A**, which Property is located in Ada County, Idaho. Developer owns the option to purchase the Property. Owner is executing this Agreement as written evidence of Owner's consent to the annexation of the Property into the City and consent to this Agreement.

B. Developer and City are entering into this Agreement pursuant to the provisions of Idaho Code Sections: 50-222; 50-301; 67-6508; 67-6511; 67-6511A; 67-6512; and Kuna City Code Chapter 5 in order to facilitate the annexation, comprehensive planning, zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property; (ii) conditions, terms, restrictions and requirements for the financing, construction and installation of Public Infrastructure; (iii) permitted uses for the Property; (iv) density and intensity of such uses; and (v) other matters related to the development of the Property.

C. Developer and City are entering into this Agreement for the purpose of providing assurances to City that the Property shall be developed substantially similar to the provisions as provided herein and for the purpose of providing assurances to Developer that Developer may proceed with developing the Property under the Master Plan depicted on **Exhibit B**, under the terms hereof without encountering future changes in City ordinances and requirements that could materially affect the ability of Developer to develop the Property under the Master Plan.

D. The development of the Property pursuant to this Agreement shall result in significant planning and economic benefits to City and Developer by, without limitation: (i) encouraging investment in and commitment to comprehensive planning for efficient utilization of municipal and other public resources to secure quality planning, growth and protection of the environment; (ii) requiring development of the Property consistent with the Kuna Comprehensive Plan, the Master Plan, the Rezoning Ordinance, as it may be amended from time to time, and this Agreement; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of Public Infrastructure in order to support anticipated development of the Property and Additional Property; (iv) increasing tax and other revenues to City based on a strengthened tax base of improvements to be constructed on and in reasonable proximity to the Property; (v) creating employment through development of the Property consistent with this Agreement; and (vi) creating quality housing, employment, recreation and other land uses on the Property for the citizens of City.

E. This Agreement shall promote and encourage the development of the Property by providing Developer and Developer's creditors with general assurances of Developer's ability to timely and economically complete development of the Project. The benefits to be received by City and Developer pursuant to this Agreement and the rights granted by City and secured to Developer hereunder constitute sufficient consideration to support the covenants and agreements of City and Developer.

F. Substantial improvements have been made to the Property, including, without limitation, landscape, streets, underground utilities, drainage, golf courses, golf club facilities, restaurant, cocktail lounge, cart barn, farming, nursery, offices and ancillary uses, which provide regional as well as local benefits. City represents and warrants that any of the uses, development and construction completed in the past or occurring as of the Effective Date shall be deemed approved by City. Developer shall have the right to continue to construct, develop and operate all golf, nursery, farming and associated distribution and office functions in the City.

G. Developer and City desire that the Property be annexed into the corporate limits of City and be developed as an integral part of City. Developer has filed its Application with City and the requisite meetings and hearings have been, or will be, held in accordance with procedures established by City and the State of Idaho.

H. City acknowledges and agrees that, the Annexation Ordinance for the Property shall contain a provision that adopts zoning classifications permitting development of the Property pursuant to the Master Plan. Developer has submitted to City an application requesting an amendment to the Zoning Ordinance text and map in connection with the Property for the Master Plan. Immediately following annexation of the Property, and execution of this Agreement, City shall rezone the Property in accordance with the terms and conditions set forth in this Agreement and the notice and hearing requirements of City.

I. The zoning designations contained in the Master Plan are the appropriate zoning designations for the Property and are consistent with the City Comprehensive Plan, and, subject to this Agreement, are designed to establish proper and beneficial land use designations and regulations, densities, provisions for Public Infrastructure, design regulations, procedures for administration and implementation and other matters related to the development of the Property.

J. This Agreement shall become effective as of the Effective Date.

K. Developer and City desire that the Property be planned for development as a PUD, which PUD shall be guided by the Rezoning Ordinance, this Agreement, and the City Code.

L. The terms and conditions of this Agreement have undergone extensive review by City and have been found to be fair, just and reasonable and City concludes that the public health, safety and welfare of City's citizens shall be best served by entering into this Agreement.

M. The annexation, zoning and development of the Property as contemplated by this Agreement allows City to provide for high-quality development and ensure orderly, controlled and quality growth in City. City's approval of this Agreement does not exceed City's authority under any multi-jurisdictional agreements.

AGREEMENT

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

1. ANNEXATION

Developer, with Owner's consent, has delivered to City an Application, attached as **Exhibit C**, requesting the Property be annexed into the corporate limits of City.

2. MASTER PLANS

2.1 Conditions of Development. All development on the Property shall occur subject to the conditions and limitations set forth in this Agreement. Further, Developer shall submit such applications regarding design review, preliminary and final plat reviews, condominium plat reviews, PUD and/or any Special Use Permits, as and if applicable, and any other applicable applications as may be required by the Zoning Ordinance, except as otherwise provided within this Agreement.

2.2 Planned Unit Development. On and after the effective date of the Annexation Ordinance, Developer shall be authorized to implement the Master Plan and shall be accorded all approvals necessary to permit Developer to implement this Agreement subject to City's review and reasonable

approvals subdivision plats, infrastructure plans and other similar requests in accordance with the notice and hearing procedures of the City Code.

Development of the Property may include, without limitation, the planning, design, engineering, construction, acquisition, installation, and/or provision of improvements of any sort or nature, including private infrastructure and Public Infrastructure related to development of the Property, whether located within or outside the Property, subject to City approval as may be required by City's codes. City, having exercised its discretion in approving this Agreement, shall cooperate reasonably in processing the approval or issuance of such permits, plans, specifications, plats and/or other development approvals of or for the Property as may be requested by Developer in order to implement the Project, and which are consistent with this Agreement and City Codes.

Notwithstanding anything to the contrary herein, prior to the effective date of the Annexation Ordinance, Developer may submit to City subdivision plats, infrastructure plans and other similar requests, which requests shall be processed in accordance with the notice and hearing procedures of the City Code, but which shall not be formally approved until the Annexation Ordinance is effective.

2.3 Allocation; Density. Subject only to the Maximum Density, Developer shall have the right to allocate residential density, and the Development Rights associated with such residential density, from Parcels or Villages as shown on the Master Plan to other Parcels or Villages as shown on the Master Plan at any time, and Developer may reallocate any unused residential density originally allocated to a Parcel or Village in the event that the preliminary or final platting of a Parcel or Village results in unused residential density provided such allocation: (i) does not exceed the Maximum Density for the Property; (ii) does not allow a use otherwise prohibited; or (iii) cause a material change to this Agreement without prior amendment to this Agreement as required by the City Code and compliance with the notice and hearing requirements thereof. The allocation of residential density between a Parcel or Village is consistent with the planning efforts to encourage planning flexibility based on physical and market conditions while protecting private property rights and changing market conditions. Developer shall deliver notice to City that an allocation of residential density shall be made from one Parcel or Village to another Parcel or Village and shall provide City with a statement of the number of residential units per gross acre being allocated and to which Parcel or Village. Any such allocation may not necessitate a formal amendment to this Agreement and shall be retained in City's official file for the Property.

2.4 Additional Property. In the event Developer acquires Additional Property, and desires to subject such Additional Property to the benefits and obligations of this Agreement, Developer may request that City annex the Additional Property into the corporate boundaries of City (if such Additional Property is not already within City's corporate boundaries) and amend this Agreement to include such Additional Property under the Agreement. Upon such request, City shall process the annexation of the Additional Property, after payment by Developer of City's fees, in accordance with the requirements of City and the State of Idaho. In connection with annexation of such Additional Property, the amendment to this Agreement shall reflect either the then-existing residential density and/or commercial uses and intensities of such Additional Property, or, if requested by Developer, additional residential density and/or commercial uses and intensities consistent with any zoning or plan approvals for the Additional Property. The annexation of the Additional Property may increase the Maximum Density (including that of the Additional Property) and alter other development parameters in connection with the Property by the number of dwelling units and commercial acreage allowed in connection with the Additional Property. An amendment to this Agreement in connection with the annexation of Additional Property may include alternative plans and land use designations or other planning or entitlement documents. Developer shall have the right to allocate residential density and/or commercial acreage, and the Development Rights associated with such residential density and/or commercial acreage, from existing Parcels or Villages to the Additional Property as if the Additional Property was part of the Master Plan for the Property. At the request of Developer, Additional Property shall be annexed into the CID or, alternatively, at Developer's request, City shall agree to establish an additional CID. Whether Developer desires to amend the boundaries of the existing CID to include the Additional Property, or form a new CID for the Additional Property, Developer shall pay all costs associated with enlarging the existing CID or creating a new CID.

2.5 Term. The Term of this Agreement shall commence on the Effective Date and shall automatically terminate on the 30th anniversary of the first day of the Term without the necessity of any notice, agreement, or recording by or between the Parties, unless one of the following apply:

2.5.1 If more than 10% of the residential units within the Master Plan have been issued building permits by the 30th anniversary of this Agreement, this Agreement shall automatically extend, without the necessity of any notice, agreement, or recording by or between the Parties, an additional 10 years, for a total of 40 years, at which time this Agreement shall automatically terminate as to the Project without the necessity of any notice, agreement, or recording by or between the Parties;

2.5.2 This Agreement has otherwise been terminated pursuant to its terms or due to a breach of its terms; or

2.5.3 The Parties, by mutual written agreement, have established a different Term.

3. INFRASTRUCTURE AND SERVICES.

The Parties acknowledge that a general intent of this Agreement is for Developer to provide for its proportionate share of the Public Infrastructure, which will be established by coordinated planning, design, engineering, financing, construction, acquisition, installation, and/or provision of Public Infrastructure as contemplated by the PUD and platting process and as otherwise described herein. Various public facilities and services as identified in this Agreement and identified in the Master Plan shall be sited, provided, maintained and operated in accordance with this Agreement or in accordance with separate agreements with City or other appropriate governmental or quasi-governmental entities. City and Developer recognize that: a proportionate share of the costs associated with the development of the Property and Public Infrastructure shall be borne by Developer and third-party owners of property within the Project; and that necessary elements of Public Infrastructure shall be provided and/or maintained by governmental or quasi-governmental entities or the CID, and not by City. Developer may enter into separate agreements with such other entities. For clarification, the Parties make specific note of and acknowledge the following:

3.1 Traffic and Circulation.

3.1.1 Master Streets and Circulation Plan. Conceptual locations, which are subject to change as the Property is developed, of major roadways within the Property and the City of Kuna area are provided in the Master Plan.

3.1.2 Phased Construction. Developer shall construct or arrange for the construction of, in phases, and in accordance with the Master Plan, streets and roadways and to be used for motorized vehicular traffic for ingress and egress to, through, within and from the Project; parking; pedestrian, bicycle and/or other facilities, such as sidewalks to be used for non-motorized vehicular traffic for ingress and egress to, through, within and from the Property; street lighting with underground electric service distribution; all striping, traffic signals, street sign posts, street name signs, stop signs, speed limit signs, and all other directional/warning/advisory traffic signage as may be reasonably required.

3.1.3 Private Roads. Private roads and/or rights-of-way may be planned for specific neighborhoods or master planned areas within the Property and shall be constructed by Developer to City or ACHD applicable engineering standards and shall be maintained by Developer and/or an Owners' Association; provided, however, in certain areas, Developer may seek approval from City to install private roads that are not to City standards in order to preserve a rural character subject to meeting necessary public safety requirements. Developer reserves the right to and the City grants approval to limit access, through access control structures, to private roads within the Property in the Active Adult portion of the Master Plan, and to have, without limitation, gated accesses at Cloverdale Road, Kuna Road,

and on the north side of the Active Adult portion of the Master Plan. Developer shall have the right to retain ownership of private roads and/or rights-of-way underlying private roads. Some or all of private roads and/or rights-of-way may be conveyed to one or more Owners' Associations. Developer may seek City approval to install access control structures within the medians of private roads and/or rights-of-way at any portion of the Property. Developer shall grant to the appropriate service providers license for, without limitation, police, fire, ambulance, garbage collection, electrical and telephone line installation and repair, water or sewer line installation and repair, and other similar public purposes, over such private roads and/or rights-of-way. Private streets shall be shown on applicable preliminary plat and final plats.

3.2 Water.

3.2.1 Water Provider. It is intended that following the effective date of the Annexation Ordinance, City shall become the municipal water provider for the Project under the terms and conditions of this Agreement. City agrees to provide all necessary water rights to serve the development of the Property in accordance with State and City standards. City further agrees to construct all wells and storage tanks necessary to serve the development of the Property. It is anticipated that such will require two (2) municipal wells on the Property in order to serve the Project and will be constructed with the first phase of development ("**Phase One Wells**"). Developer shall prepare and submit to City a water master plan designating the location of wells, the number of wells, water storage tanks (if necessary), and the general location of the water transmission and distribution system. Developer and/or Owner shall provide for dedication of the well sites and access easements to such sites prior to City commencement of construction of the Phase One Wells (the "**Well Sites**") at no cost to the City. Upon approval of Developer's first set of improvement plans, City shall in a timely manner, at City's expense, construct the Phase One Wells and related improvements so as to allow Developer connection to such improvements on or before nine (9) months following City's approval of the phase one improvement plans. Developer shall be responsible to install all distribution lines, pressure reducing valves and booster stations and other aspects of the Water System, at Developer's sole cost and expense (the "**Developer Water System Improvements**"). Upon conveyance of the Developer Water System Improvements to City, City shall provide water to the Property and own and maintain the Water System.

City acknowledges and agrees that Owner and/or Developer shall retain all water rights related to irrigation of the Property and those water rights shall continue to be utilized for irrigation of golf courses and community open spaces and shall not be used to serve any other property unless Owner and/or Developer are reasonably satisfied that there are sufficient irrigation water rights to serve the Property. Because there is limited surface water on the Property, the City agrees that residential and commercial parcels' irrigation may be served from the domestic system at the discretion of the Developer. If Developer seeks to acquire additional water rights to serve the Property, and/or any Additional Property, City shall cooperate to provide water service to the Additional Property.

3.2.2 Reimbursement. Developer shall be eligible for reimbursement of any portion of the cost of the Developer Water System Improvements that was over-sized to service any other properties. Prior to construction and after Developer has received bids to construct the Developer Water System Improvements, City and Developer shall document the final amount to be reimbursed. The Developer Water System Improvements shall be paid back to Developer from water connection fees collected from the Property or any other property that takes service from the Water System.

3.2.3 Water Connection Fee. If Developer requests that City adopt a water connection fee specific to the Property and City adopts a water connection fee, City shall pay to Developer Developer's share of any water connection fee City shall establish for the Developer Water

System Improvements. Notwithstanding the foregoing, City shall not adopt any water connection fee affecting the Property without Developer review and approval.

3.3 Wastewater Treatment.

3.3.1 Sewer Provider. Following the effective date of the Annexation Ordinance, it is intended that the sewer collection, treatment and disposal shall be provided by City. When City becomes the provider, City shall provide sewer service to the Property from the Wastewater System as set forth in the following terms:

3.3.1.1 Treatment capacity shall be provided by City for the Property.

3.3.1.2 City shall construct the gravity sewer line to Stroebel Road as shown on **Exhibit D** in a location that is publicly accessible on or before nine (9) months following the effective date of the Annexation Ordinance.

3.3.1.3 Developer, at Developer's expense, shall construct the Offsite Sewer depicted on **Exhibit D** from the City-constructed gravity sewer line in Stroebel Road to the Property to serve the Property. The Offsite Sewer provided by Developer may follow the Kuna Road alignment or traverse private property, provided that easements, in a form reasonably satisfactory to City, are provided by the owners of any such private properties. Design of City-constructed gravity sewer line and Developer-constructed Offsite sewer must ensure that, upon completion of the Offsite Sewer, municipal sewer service shall be available to the Property in a capacity to serve the Maximum Density. City agrees to provide any and all easements located on City-controlled property, at no expense to City, for the construction of the Offsite Sewer. City agrees to waive all review, permit and inspection fees and to complete the review, permitting and inspection of the Offsite Sewer plans and construction in a timely manner. Notwithstanding the foregoing, at Developer's request, City shall be the applicant for all permits necessary for the Offsite Sewer to cross, without limitation, highway districts, quasi-governmental, canal districts, county, state or federal lands, Developer shall work with City in the preparation of such permits and assist City with the processing of such permits.

3.3.1.4 Developer shall be eligible for reimbursement of the portion of the cost of the Offsite Sewer in excess of the capacity needed to serve the Property. Prior to construction and after Developer has received bids to construct the Offsite Sewer, City and Developer shall document the final amount to be reimbursed. The sewer reimbursement shall be paid back to Developer from Wastewater Connection Fees collected from the Property or any other property that takes service from the Offsite Sewer. Additionally, the city will collect latecomer fees for the Offsite Sewer to be calculated as follows: The total cost of the Offsite Sewer, minus the reimbursement for the portion in excess of the capacity needed to serve the Property, divided by the total number of equivalent domestic units, not including the Property, that the line is planned to serve times the number of equivalent domestic units approved to connect to the Offsite Sewer ("**Latecomer Fees**"). Latecomer fees shall be paid to the City at the time a property that connects to the Offsite Sewer records a final plat and will be paid to the Developer within sixty (60) days of receipt of the Latecomer Fees.

3.3.2 Wastewater Connection Fee. If Developer requests City to adopt a sewer connection fee specific to the Property and City establishes a sewer connection fee, City shall pay to Developer Developer's share of any sewer connection fee City shall establish for the Offsite Sewer. Notwithstanding the foregoing, City shall not adopt any wastewater connection fee affecting the Property without Developer's review and approval.

POATS
DISCUSSION

Recording Requested By and
When Recorded Return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

by and between

City of Kuna, an Idaho Municipal Corporation

and

M3 ID Falcon Crest, LLC, an Arizona Limited Liability Company

received
5.30.18

TABLE OF CONTENTS

| | Page |
|--|-----------|
| DEFINITIONS..... | 1 |
| RECITALS..... | 5 |
| 1. ANNEXATION..... | 5 |
| 2. MASTER PLANS | 5 |
| 2.1 Conditions of Development..... | 5 |
| 2.2 Planned Unit Development..... | 5 |
| 2.3 Allocation; Density..... | 6 |
| 2.4 Additional Property | 6 |
| 2.5 Term..... | 7 |
| 3. INFRASTRUCTURE AND SERVICES | 7 |
| 3.1 Traffic and Circulation | 7 |
| 3.2 Water..... | 8 |
| 3.3 Wastewater Treatment..... | 9 |
| 3.4 Public Facilities | 10 |
| 3.5 Parks & Trails Plan..... | 10 |
| 3.6 Variances and Exceptions From Standards..... | 11 |
| 3.7 Construction | 11 |
| 3.8 Development Fee Credit; Other Fee Reimbursement..... | 12 |
| 3.9 Community Infrastructure District..... | 12 |
| 4. REGULATION OF DEVELOPMENT | 12 |
| 4.1 Regulation of Development..... | 12 |
| 4.2 Amendment..... | 13 |
| 4.3 Changes to Zoning, PUD Standards and Development Program | 14 |
| 4.4 Vested Rights..... | 14 |
| 5. PROJECT GOVERNANCE..... | 14 |
| 5.1 Governance Entities..... | 14 |
| 6. COOPERATION AND ALTERNATIVE DISPUTE RESOLUTION | 14 |
| 6.1 Agreement to Cooperate | 14 |
| 6.2 Fees | 15 |
| 6.3 Default | 15 |
| 6.4 Dispute Resolution/Remedies..... | 15 |
| 6.5 Prevailing Party | 16 |
| 7. NOTICES AND FILINGS. | 16 |
| 7.1 Manner of Serving | 16 |
| 7.2 Mailing Effective..... | 16 |
| 8. MISCELLANEOUS. | 16 |
| 8.1 Operations During Construction | 16 |
| 8.2 Termination Upon Sale to Public..... | 17 |
| 8.3 Termination Upon Completion of Development..... | 17 |
| 8.4 Mortgage Provisions..... | 17 |
| 9. GENERAL..... | 18 |
| 9.1 Waiver..... | 18 |

| | | |
|------|-------------------------------------|----|
| 9.2 | Counterparts | 18 |
| 9.3 | Headings | 18 |
| 9.4 | Exhibits and Recitals | 18 |
| 9.5 | Further Acts | 18 |
| 9.6 | Time of Essence | 18 |
| 9.7 | Successors and Assigns | 18 |
| 9.8 | No Partnership; Third Parties | 18 |
| 9.9 | Entire Agreement | 19 |
| 9.10 | Construction | 19 |
| 9.11 | Names and Plans | 19 |
| 9.12 | Severability | 19 |
| 9.13 | Parties' Intent | 19 |
| 9.14 | Choice of Law | 19 |
| 9.15 | Recordation | 19 |
| 9.16 | No Developer Representations | 19 |
| 9.17 | Good Standing; Authority | 19 |

LIST OF EXHIBITS:

| | |
|------------------|--|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Master Plan |
| Exhibit C | Annexation Application |
| Exhibit D | Offsite Sewer |
| Exhibit E | Parks & Trails Plan |
| Exhibit F | Variances and Exceptions – Kuna City Code Chapter 5 & 6 |

DEFINITIONS

"Active Adult Community" means a community which may include age restrictions requiring that residents be of a certain age to own real property within a Parcel or subdivision within the Project.

"Ada County" means Ada County, Idaho.

"Additional Property" is all or any portion of real property now owned, or which may become owned, by Developer or its affiliate(s), which is adjacent to or proximate to the Property.

"Agreement" is this Pre-Annexation and Development Agreement inclusive of all exhibits, as may be amended from time to time.

"Annexation Ordinance" is, or shall be, the City ordinance that annexes the Property into City.

"Application" is Developer's application to City requesting annexation of the Property into City's limits and City's approval of this Agreement.

"CC&Rs" are the Covenants, Conditions and Restrictions that shall encumber the Property and which shall govern the Project through one or more Owners' Associations that shall establish quality control both during development and during maturing of the Project. CC&Rs shall be recorded on the Property concurrently with recordation of the first final plat for any portion of the Property.

"City" means the City of Kuna, Idaho.

"City Fees" are the normal fees assessed for City services as assessed against other similarly situated persons and property, amended from time to time by the City Council, including, without limitation, fees for building permits and inspections, community service applications, utility hook-ups, development fees, business licenses, subdivisions, and use permits.

"Community Infrastructure District" or **"CID"** or **"Falcon Crest CID"** is, or shall be, a special taxing district formed in accordance with Idaho Code Section 50-3101 et seq. for the purpose of financing eligible Public Infrastructure.

"Comprehensive Plan" is the City Comprehensive Plan in effect on the Effective Date.

"Date of Application" is the date Developer's Application to City was deemed complete by City. The Date of Application is _____.

"Developer" is M3 ID Falcon Crest, LLC, an Arizona limited liability company, and all successors in title and interest to Developer who undertake development of the Property. Developer has the option to purchase the Property from Owner and is the equitable owner of the Property.

"Developer Representative" is the representative for Developer acting as liaison with City. The initial Developer Representative is William I. Brownlee, or a designee appointed by Developer.

"Development Rights" is development allowed to be undertaken by Developer in accordance with this Agreement and the Master Plan.

"Drainage System" is a drainage and flood control system and facilities for collection, diversion, detention, retention, dispersal, use and discharge of drain water.

"Effective Date" is the effective date of the resolution adopted by City at a duly noticed and held City Council hearing to approve this Agreement.

"Falcon Crest" is the approximately 1,034 acres located in Ada County, Idaho, legally described and depicted in **Exhibit A**, plus any Additional Property that may later be added to the Project. The Project is also sometimes referred to herein as **"Falcon Crest"** and/or the **"Property."**

"Fire District" is the Kuna Rural Fire Protection District (aka Kuna Rural Fire District).

"Master Plan" is the Master Plan set forth in **Exhibit B**.

"Maximum Density" is the maximum number of residential units in the Property as provided in the Master Plan. Upon approval of the Master Plan, the Maximum Density is approximately 2.25 dwelling units/acre or 2,322 dwelling units (excluding RV units, hotel units, nursing home units, or any other units associated with commercial/mixed use development, if applicable).

"Maximum Parcel Density" is the maximum gross residential density for each Parcel subject to the limitation on the maximum density allowed within each Parcel as set forth in the Master Plan and subject to reallocation of density as allowed in this Agreement. The Maximum Parcel Density is the maximum gross residential density for each Parcel subject to the limitation on the maximum density allowed within each Parcel as set forth in the Master Plan.

"Mortgage" is any lien placed upon the Project, or any portion thereof, including the lien of any mortgage or deed of trust, as a pledge of real property to a creditor as security for performance of an obligation or repayment of a debt.

"Offsite Sewer" is all of the sewer improvements, including, without limitation, gravity lines, pressure lines, lift station, borings, manholes, and engineering, to connect the Property to the existing terminus of City's sewer system. The alignment is shown on **Exhibit D**.

"Open Space" is land that is set aside for recreation, agriculture, habitat, vegetation, scenic or similar uses. Open Space may be developed or natural and may include, without limitation: (i) public and private parks, sports fields, and trails; (ii) golf course(s); (iii) landscape easements or common areas inside or outside of public rights-of-way; (iv) floodplains and floodways; (v) undeveloped hillsides; (vi) wetlands, wildlife habitat, stream corridors, and unique or sensitive plant areas; and (vii) conservation easements or permanent open space on private lands or lots. Open Space may be publicly or privately owned and may be accessible or inaccessible to the public.

"Ordinances" are ordinances or resolutions enacted by City as more particularly referenced herein, including the Annexation Ordinance and Rezoning Ordinance necessary to meet the terms of this Agreement.

"Owner" shall be Falcon Crest, LLC, an Idaho limited liability company. Owner is the fee owner of the Property on the Effective Date. Developer, which has the option to purchase the Property from Owner, is the equitable owner of the Property.

"Owners' Association" is one or more non-profit entities created or to be created by Developer, that shall be responsible for, without limitation, the perpetual management of the Common Area, as such is defined in CC&Rs encumbering or to encumber the Property, which management shall be at the expense of the ultimate owners or "end-users" of the Project.

"P & Z Commission" is the City Planning & Zoning Commission.

"Parcel" is a distinct Parcel of the Property, or combination of Parcels within the Property, that is identified on the Master Plan as a **"Village."**

"Parcel Developer" is the developer of all or a portion of a Parcel, which is also known as a Village.

"Party or Parties" is, individually or, collectively, the parties to this Agreement.

"Pre-Annexation Resolution" is, or shall be, the City Resolution that duly approves this Agreement.

"Project" is the approximately 1,034 acres located in Ada County, Idaho, legally described and depicted in **Exhibit A**, plus any Additional Property that may later be added to the Project. The Project is also sometimes referred to herein as **"Falcon Crest"** and/or the **"Property."**

"Property" is the approximately 1,034 acres located in Ada County, Idaho, legally described and depicted in **Exhibit A**, plus any Additional Property that may later be added to the Project. The Property is also sometimes referred to herein as **"Falcon Crest"** and/or the **"Project."**

"Public Infrastructure" is infrastructure facilities and services improvements, including, without limitation, underlying lands and improvements that are owned or to be owned by City or third-party public service providers and facilities conveyed to City and/or or third-party public service providers. Public Infrastructure which is constructed and dedicated by Developer may include, without limitation: rights of ways, roads, dry utilities, wastewater systems, water system, and public Open Space, including, without limitation, the engineering, permitting, and financing costs for the aforementioned.

"PUD" is a planned unit development as defined in the City Zoning Ordinance.

"PUD Standards" are the City Planned Unit Development Standards as of the Effective Date. The Planned Unit Development Standards may be amended from time to time affecting the Property with the approval of Developer and City.

"Rezoning Ordinance" is, or shall be, the City Ordinance approving the Master Plan for the Property, which includes among other things, a land use plan, underlying zoning districts, and the PUD Standards.

"Sewer Provider" is the City.

"Special Use Permit" is a permit granting a conditional use within a zoning district established for the Property.

"Term" is the duration of this Agreement as set forth herein.

"Village" is a distinct Parcel of the Property, or combination of Parcels within the Property, that is identified on the Master Plan as a **"Village."**

"Wastewater System" is the City Wastewater System including all collection lines, pump stations, treatment plants necessary to serve the Property.

"Water Provider" is the City.

"Water System" is the City water system including all wells, storage tanks, distribution mains and pump stations necessary to serve the Property.

"Zoning Administrator" is the planning director of the City.

"Zoning Ordinance" is the zoning ordinance of City adopted and in effect on the Date of Application.

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the State of Idaho, by and through its Mayor ("**City**") and Falcon Crest, LLC, an Idaho limited liability company ("**Owner**") and M3 ID Falcon Crest, LLC, an Arizona limited liability company ("**Developer**").

RECITALS

A. Owner owns approximately 1,034 acres of the Property, legally described and depicted on **Exhibit A**, which Property is located in Ada County, Idaho. Developer owns the option to purchase the Property. Owner is executing this Agreement as written evidence of Owner's consent to the annexation of the Property into the City and consent to this Agreement.

B. Developer and City are entering into this Agreement pursuant to the provisions of Idaho Code Sections: 50-222; 50-301; 67-6508; 67-6511; 67-6511A; 67-6512; and Kuna City Code Chapter 5 in order to facilitate the annexation, comprehensive planning, zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property; (ii) conditions, terms, restrictions and requirements for the financing, construction and installation of Public Infrastructure; (iii) permitted uses for the Property; (iv) density and intensity of such uses; and (v) other matters related to the development of the Property.

C. Developer and City are entering into this Agreement for the purpose of providing assurances to City that the Property shall be developed substantially similar to the provisions as provided herein and for the purpose of providing assurances to Developer that Developer may proceed with developing the Property under the Master Plan depicted on **Exhibit B**, under the terms hereof without encountering future changes in City ordinances and requirements that could materially affect the ability of Developer to develop the Property under the Master Plan.

D. The development of the Property pursuant to this Agreement shall result in significant planning and economic benefits to City and Developer by, without limitation: (i) encouraging investment in and commitment to comprehensive planning for efficient utilization of municipal and other public resources to secure quality planning, growth and protection of the environment; (ii) requiring development of the Property consistent with the Kuna Comprehensive Plan, the Master Plan, the Rezoning Ordinance, as it may be amended from time to time, and this Agreement; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of Public Infrastructure in order to support anticipated development of the Property and Additional Property; (iv) increasing tax and other revenues to City based on a strengthened tax base of improvements to be constructed on and in reasonable proximity to the Property; (v) creating employment through development of the Property consistent with this Agreement; and (vi) creating quality housing, employment, recreation and other land uses on the Property for the citizens of City.

E. This Agreement shall promote and encourage the development of the Property by providing Developer and Developer's creditors with general assurances of Developer's ability to timely and economically complete development of the Project. The benefits to be received by City and Developer pursuant to this Agreement and the rights granted by City and secured to Developer hereunder constitute sufficient consideration to support the covenants and agreements of City and Developer.

F. Substantial improvements have been made to the Property, including, without limitation, landscape, streets, underground utilities, drainage, golf courses, golf club facilities, restaurant, cocktail lounge, cart barn, farming, nursery, offices and ancillary uses, which provide regional as well as local benefits. City represents and warrants that any of the uses, development and construction completed in the past or occurring as of the Effective Date shall be deemed approved by City. Developer shall have the right to continue to construct, develop and operate all golf, nursery, farming and associated distribution and office functions in the City.

G. Developer and City desire that the Property be annexed into the corporate limits of City and be developed as an integral part of City. Developer has filed its Application with City and the requisite meetings and hearings have been, or will be, held in accordance with procedures established by City and the State of Idaho.

H. City acknowledges and agrees that, the Annexation Ordinance for the Property shall contain a provision that adopts zoning classifications permitting development of the Property pursuant to the Master Plan. Developer has submitted to City an application requesting an amendment to the Zoning Ordinance text and map in connection with the Property for the Master Plan. Immediately following annexation of the Property, and execution of this Agreement, City shall rezone the Property in accordance with the terms and conditions set forth in this Agreement and the notice and hearing requirements of City.

I. The zoning designations contained in the Master Plan are the appropriate zoning designations for the Property and are consistent with the City Comprehensive Plan, and, subject to this Agreement, are designed to establish proper and beneficial land use designations and regulations, densities, provisions for Public Infrastructure, design regulations, procedures for administration and implementation and other matters related to the development of the Property.

J. This Agreement shall become effective as of the Effective Date.

K. Developer and City desire that the Property be planned for development as a PUD, which PUD shall be guided by the Rezoning Ordinance, this Agreement, and the City Code.

L. The terms and conditions of this Agreement have undergone extensive review by City and have been found to be fair, just and reasonable and City concludes that the public health, safety and welfare of City's citizens shall be best served by entering into this Agreement.

M. The annexation, zoning and development of the Property as contemplated by this Agreement allows City to provide for high-quality development and ensure orderly, controlled and quality growth in City. City's approval of this Agreement does not exceed City's authority under any multi-jurisdictional agreements.

AGREEMENT

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

1. ANNEXATION

Developer, with Owner's consent, has delivered to City an Application, attached as **Exhibit C**, requesting the Property be annexed into the corporate limits of City.

2. MASTER PLANS

2.1 Conditions of Development. All development on the Property shall occur subject to the conditions and limitations set forth in this Agreement. Further, Developer shall submit such applications regarding design review, preliminary and final plat reviews, condominium plat reviews, PUD and/or any Special Use Permits, as and if applicable, and any other applicable applications as may be required by the Zoning Ordinance, except as otherwise provided within this Agreement.

2.2 Planned Unit Development. On and after the effective date of the Annexation Ordinance, Developer shall be authorized to implement the Master Plan and shall be accorded all approvals necessary to permit Developer to implement this Agreement subject to City's review and reasonable

approvals subdivision plats, infrastructure plans and other similar requests in accordance with the notice and hearing procedures of the City Code.

Development of the Property may include, without limitation, the planning, design, engineering, construction, acquisition, installation, and/or provision of improvements of any sort or nature, including private infrastructure and Public Infrastructure related to development of the Property, whether located within or outside the Property, subject to City approval as may be required by City's codes. City, having exercised its discretion in approving this Agreement, shall cooperate reasonably in processing the approval or issuance of such permits, plans, specifications, plats and/or other development approvals of or for the Property as may be requested by Developer in order to implement the Project, and which are consistent with this Agreement and City Codes.

Notwithstanding anything to the contrary herein, prior to the effective date of the Annexation Ordinance, Developer may submit to City subdivision plats, infrastructure plans and other similar requests, which requests shall be processed in accordance with the notice and hearing procedures of the City Code, but which shall not be formally approved until the Annexation Ordinance is effective.

2.3 Allocation; Density. Subject only to the Maximum Density, Developer shall have the right to allocate residential density, and the Development Rights associated with such residential density, from Parcels or Villages as shown on the Master Plan to other Parcels or Villages as shown on the Master Plan at any time, and Developer may reallocate any unused residential density originally allocated to a Parcel or Village in the event that the preliminary or final platting of a Parcel or Village results in unused residential density provided such allocation: (i) does not exceed the Maximum Density for the Property; (ii) does not allow a use otherwise prohibited; or (iii) cause a material change to this Agreement without prior amendment to this Agreement as required by the City Code and compliance with the notice and hearing requirements thereof. The allocation of residential density between a Parcel or Village is consistent with the planning efforts to encourage planning flexibility based on physical and market conditions while protecting private property rights and changing market conditions. Developer shall deliver notice to City that an allocation of residential density shall be made from one Parcel or Village to another Parcel or Village and shall provide City with a statement of the number of residential units per gross acre being allocated and to which Parcel or Village. Any such allocation may not necessitate a formal amendment to this Agreement and shall be retained in City's official file for the Property.

2.4 Additional Property. In the event Developer acquires Additional Property, and desires to subject such Additional Property to the benefits and obligations of this Agreement, Developer may request that City annex the Additional Property into the corporate boundaries of City (if such Additional Property is not already within City's corporate boundaries) and amend this Agreement to include such Additional Property under the Agreement. Upon such request, City shall process the annexation of the Additional Property, after payment by Developer of City's fees, in accordance with the requirements of City and the State of Idaho. In connection with annexation of such Additional Property, the amendment to this Agreement shall reflect either the then-existing residential density and/or commercial uses and intensities of such Additional Property, or, if requested by Developer, additional residential density and/or commercial uses and intensities consistent with any zoning or plan approvals for the Additional Property. The annexation of the Additional Property may increase the Maximum Density (including that of the Additional Property) and alter other development parameters in connection with the Property by the number of dwelling units and commercial acreage allowed in connection with the Additional Property. An amendment to this Agreement in connection with the annexation of Additional Property may include alternative plans and land use designations or other planning or entitlement documents. Developer shall have the right to allocate residential density and/or commercial acreage, and the Development Rights associated with such residential density and/or commercial acreage, from existing Parcels or Villages to the Additional Property as if the Additional Property was part of the Master Plan for the Property. At the request of Developer, Additional Property shall be annexed into the CID or, alternatively, at Developer's request, City shall agree to establish an additional CID. Whether Developer desires to amend the boundaries of the existing CID to include the Additional Property, or form a new CID for the Additional Property, Developer shall pay all costs associated with enlarging the existing CID or creating a new CID.

2.5 Term. The Term of this Agreement shall commence on the Effective Date and shall automatically terminate on the 30th anniversary of the first day of the Term without the necessity of any notice, agreement, or recording by or between the Parties, unless one of the following apply:

2.5.1 If more than 10% of the residential units within the Master Plan have been issued building permits by the 30th anniversary of this Agreement, this Agreement shall automatically extend, without the necessity of any notice, agreement, or recording by or between the Parties, an additional 10 years, for a total of 40 years, at which time this Agreement shall automatically terminate as to the Project without the necessity of any notice, agreement, or recording by or between the Parties;

2.5.2 This Agreement has otherwise been terminated pursuant to its terms or due to a breach of its terms; or

2.5.3 The Parties, by mutual written agreement, have established a different Term.

3. INFRASTRUCTURE AND SERVICES.

The Parties acknowledge that a general intent of this Agreement is for Developer to provide for its proportionate share of the Public Infrastructure, which will be established by coordinated planning, design, engineering, financing, construction, acquisition, installation, and/or provision of Public Infrastructure as contemplated by the PUD and platting process and as otherwise described herein. Various public facilities and services as identified in this Agreement and identified in the Master Plan shall be sited, provided, maintained and operated in accordance with this Agreement or in accordance with separate agreements with City or other appropriate governmental or quasi-governmental entities. City and Developer recognize that: a proportionate share of the costs associated with the development of the Property and Public Infrastructure shall be borne by Developer and third-party owners of property within the Project; and that necessary elements of Public Infrastructure shall be provided and/or maintained by governmental or quasi-governmental entities or the CID, and not by City. Developer may enter into separate agreements with such other entities. For clarification, the Parties make specific note of and acknowledge the following:

3.1 Traffic and Circulation.

3.1.1 Master Streets and Circulation Plan. Conceptual locations, which are subject to change as the Property is developed, of major roadways within the Property and the City of Kuna area are provided in the Master Plan.

3.1.2 Phased Construction. Developer shall construct or arrange for the construction of, in phases, and in accordance with the Master Plan, streets and roadways and to be used for motorized vehicular traffic for ingress and egress to, through, within and from the Project; parking; pedestrian, bicycle and/or other facilities, such as sidewalks to be used for non-motorized vehicular traffic for ingress and egress to, through, within and from the Property; street lighting with underground electric service distribution; all striping, traffic signals, street sign posts, street name signs, stop signs, speed limit signs, and all other directional/warning/advisory traffic signage as may be reasonably required.

3.1.3 Private Roads. Private roads and/or rights-of-way may be planned for specific neighborhoods or master planned areas within the Property and shall be constructed by Developer to City or ACHD applicable engineering standards and shall be maintained by Developer and/or an Owners' Association; provided, however, in certain areas, Developer may seek approval from City to install private roads that are not to City standards in order to preserve a rural character subject to meeting necessary public safety requirements. Developer reserves the right to and the City grants approval to limit access, through access control structures, to private roads within the Property in the Active Adult portion of the Master Plan, and to have, without limitation, gated accesses at Cloverdale Road, Kuna Road,

and on the north side of the Active Adult portion of the Master Plan. Developer shall have the right to retain ownership of private roads and/or rights-of-way underlying private roads. Some or all of private roads and/or rights-of-way may be conveyed to one or more Owners' Associations. Developer may seek City approval to install access control structures within the medians of private roads and/or rights-of-way at any portion of the Property. Developer shall grant to the appropriate service providers license for, without limitation, police, fire, ambulance, garbage collection, electrical and telephone line installation and repair, water or sewer line installation and repair, and other similar public purposes, over such private roads and/or rights-of-way. Private streets shall be shown on applicable preliminary plat and final plats.

3.2 Water.

3.2.1 Water Provider. It is intended that following the effective date of the Annexation Ordinance, City shall become the municipal water provider for the Project under the terms and conditions of this Agreement. City agrees to provide all necessary water rights to serve the development of the Property in accordance with State and City standards. City further agrees to construct all wells and storage tanks necessary to serve the development of the Property. It is anticipated that such will require two (2) municipal wells on the Property in order to serve the Project and will be constructed with the first phase of development ("**Phase One Wells**"). Developer shall prepare and submit to City a water master plan designating the location of wells, the number of wells, water storage tanks (if necessary), and the general location of the water transmission and distribution system. Developer and/or Owner shall provide for dedication of the well sites and access easements to such sites prior to City commencement of construction of the Phase One Wells (the "**Well Sites**") at no cost to the City. Upon approval of Developer's first set of improvement plans, City shall in a timely manner, at City's expense, construct the Phase One Wells and related improvements so as to allow Developer connection to such improvements on or before nine (9) months following City's approval of the phase one improvement plans. Developer shall be responsible to install all distribution lines, pressure reducing valves and booster stations and other aspects of the Water System, at Developer's sole cost and expense (the "**Developer Water System Improvements**"). Upon conveyance of the Developer Water System Improvements to City, City shall provide water to the Property and own and maintain the Water System.

City acknowledges and agrees that Owner and/or Developer shall retain all water rights related to irrigation of the Property and those water rights shall continue to be utilized for irrigation of golf courses and community open spaces and shall not be used to serve any other property unless Owner and/or Developer are reasonably satisfied that there are sufficient irrigation water rights to serve the Property. Because there is limited surface water on the Property, the City agrees that residential and commercial parcels' irrigation may be served from the domestic system at the discretion of the Developer. If Developer seeks to acquire additional water rights to serve the Property, and/or any Additional Property, City shall cooperate to provide water service to the Additional Property.

3.2.2 Reimbursement. Developer shall be eligible for reimbursement of any portion of the cost of the Developer Water System Improvements that was over-sized to service any other properties. Prior to construction and after Developer has received bids to construct the Developer Water System Improvements, City and Developer shall document the final amount to be reimbursed. The Developer Water System Improvements shall be paid back to Developer from water connection fees collected from the Property or any other property that takes service from the Water System.

3.2.3 Water Connection Fee. If Developer requests that City adopt a water connection fee specific to the Property and City adopts a water connection fee, City shall pay to Developer Developer's share of any water connection fee City shall establish for the Developer Water

System Improvements. Notwithstanding the foregoing, City shall not adopt any water connection fee affecting the Property without Developer review and approval.

3.3 Wastewater Treatment.

3.3.1 Sewer Provider. Following the effective date of the Annexation Ordinance, it is intended that the sewer collection, treatment and disposal shall be provided by City. When City becomes the provider, City shall provide sewer service to the Property from the Wastewater System as set forth in the following terms:

3.3.1.1 Treatment capacity shall be provided by City for the Property.

3.3.1.2 City shall construct the gravity sewer line to Stroebel Road as shown on **Exhibit D** in a location that is publicly accessible on or before nine (9) months following the effective date of the Annexation Ordinance.

3.3.1.3 Developer, at Developer's expense, shall construct the Offsite Sewer depicted on **Exhibit D** from the City-constructed gravity sewer line in Stroebel Road to the Property to serve the Property. The Offsite Sewer provided by Developer may follow the Kuna Road alignment or traverse private property, provided that easements, in a form reasonably satisfactory to City, are provided by the owners of any such private properties. Design of City-constructed gravity sewer line and Developer-constructed Offsite sewer must ensure that, upon completion of the Offsite Sewer, municipal sewer service shall be available to the Property in a capacity to serve the Maximum Density. City agrees to provide any and all easements located on City-controlled property, at no expense to City, for the construction of the Offsite Sewer. City agrees to waive all review, permit and inspection fees and to complete the review, permitting and inspection of the Offsite Sewer plans and construction in a timely manner. Notwithstanding the foregoing, at Developer's request, City shall be the applicant for all permits necessary for the Offsite Sewer to cross, without limitation, highway districts, quasi-governmental, canal districts, county, state or federal lands, Developer shall work with City in the preparation of such permits and assist City with the processing of such permits.

3.3.1.4 Developer shall be eligible for reimbursement of the portion of the cost of the Offsite Sewer in excess of the capacity needed to serve the Property. Prior to construction and after Developer has received bids to construct the Offsite Sewer, City and Developer shall document the final amount to be reimbursed. The sewer reimbursement shall be paid back to Developer from Wastewater Connection Fees collected from the Property or any other property that takes service from the Offsite Sewer. Additionally, the city will collect latecomer fees for the Offsite Sewer to be calculated as follows: The total cost of the Offsite Sewer, minus the reimbursement for the portion in excess of the capacity needed to serve the Property, divided by the total number of equivalent domestic units, not including the Property, that the line is planned to serve times the number of equivalent domestic units approved to connect to the Offsite Sewer ("**Latecomer Fees**"). Latecomer fees shall be paid to the City at the time a property that connects to the Offsite Sewer records a final plat and will be paid to the Developer within sixty (60) days of receipt of the Latecomer Fees.

*POINTS
DISCUSSION*

3.3.2 Wastewater Connection Fee. If Developer requests City to adopt a sewer connection fee specific to the Property and City establishes a sewer connection fee, City shall pay to Developer Developer's share of any sewer connection fee City shall establish for the Offsite Sewer. Notwithstanding the foregoing, City shall not adopt any wastewater connection fee affecting the Property without Developer's review and approval.

3.4 Public Facilities.

- 3.4.1 Police. Police protection shall be provided by City upon the effective date of the Annexation Ordinance. City shall provide police protection services to the Property as developed on the same basis as is provided to other residents and businesses within City.
- 3.4.2 Fire and Emergency Services. Fire and Emergency Services protection shall be provided by Fire District upon the effective date of the Annexation Ordinance. Fire District shall provide fire and emergency services to the Property as developed on the same basis as is provided to other residents and businesses within City.
- 3.4.3 Other Municipal Services. Other municipal services presently provided by City shall be provided to the Property for residential and commercial uses on the same basis as is provided to other residents and businesses within City.

3.5 Parks & Trails Plan.

- 3.5.1 Open Space. The Project shall contain Open Space totaling a minimum of 10% of the gross Project acreage. In addition, each plat shall contain a minimum of 5% of its total gross acres as Open Space. A Parks, & Trails Plan for the Project, attached as **Exhibit E**, depicts the intent to link neighborhoods to various common areas and recreational uses. The pathways and trails shall be located along Open Space corridors and near or adjacent to community streets and roads. The parks and trails shown on **Exhibit E** shall be either: (i) owned by the Owners' Association; or (ii) owned by City. Developer shall specifically designate which trails, pathways, parks and open space are "public" and/or "private" upon submission of a final plat.
- 3.5.2 Pathways & Trails. **Exhibit E** shows a pathway network to be constructed with the Project. The pathways and trails on this plan are to be owned and maintained by the Project's Owners Association and shall be constructed in phases with adjacent development. Where pathways and trails are not adjacent to development, those trails and pathways shall be constructed on or before the 500th building permit is issued. In the event that a pathway or trail is unable to be constructed due to safety, topography, or easement/ownership conflicts, then the Developer will make their best efforts to re-route trails, replace those trails with additional pathways or trails elsewhere, or construct those trails when those issues may be resolved.
- 3.5.3 City Park. The Master Plan calls for a minimum of one public park to be a minimum of 7 acres in size. The location of the public park may be modified from the location shown on **Exhibit E**, but shall be located adjacent in a central location to maximize public access. Any City Park shall include by way of example at least 3 active amenities such as play fields, playground, basketball court, volleyball court, tennis court, pickle ball courts, a picnic shelter, etc. Developer and the City will work together on the final design of any City Park.
- 3.5.4 Parks and Open Space Reimbursement. If Developer, at no cost or expense to City, develops any portion of the Property for public park(s), public Open Space, and/or regional trails and conveys the improvements to City, upon approval of the improvement costs ("**Approved Park Costs**"), Developer shall be entitled to any development impact fee credits, to be reimbursed to Developer up to the amount of the Approved Park Costs on a quarterly basis. Any land dedicated to the City as part of public Open Space will be included in the Approved Park Costs at a rate of \$60,000 per acre. Notwithstanding the foregoing, City shall not adopt any parks development impact fee affecting the Property without Developer review and approval.
- 3.5.5 Landscape. Developer shall identify an Owners' Association or other entity to accept the ownership and maintenance of private landscape and irrigation systems.

3.6 Variances and Exceptions From Standards. The following variances and exceptions from City standards are included in and approved as part of the Agreement and City hereby approves the variances and exceptions for development of the Property:

- 3.6.1 Sales Offices. Sales offices, including marketing trailers, model home complexes and construction trailers shall be allowed within each neighborhood or village within the Property, as well as up to three community information/sales centers. The sales offices and construction trailers shall remain operational at each location so long as lots are available for sale within the respective Parcel and shall be removed upon build-out of the respective Parcel, with the exception of any temporary community information and sales office may be converted to a permanent real estate sales and community information office; and
- 3.6.2 Model Homes. Upon Developer's notice from the Fire District that Fire District approves of the all-weather access and fire protection, City agrees to issue building permits for the construction of model homes and community facilities prior to completion and acceptance of the Public Infrastructure required to serve the model homes and community facilities. Furthermore, Developer and City agree that the model homes and community facilities cannot be operated as model homes and/or community facilities until Developer completes the Public Infrastructure and City issues a certificate of occupancy for the model homes and/or community facilities. Additionally, during the construction of the model homes and/or community facilities, Developer shall provide temporary access to the Fire District based upon standards agreed to by and between Developer and the Fire District; and
- 3.6.3 Development Density, Lot Sizes, and Setbacks –Variances and exceptions from Kuna City Code Chapters 5 (Zoning Regulations) and 6 (Subdivisions) described in **Exhibit F**, attached hereto.

3.7 Construction. City acknowledges to the extent Developer has developed or will develop the Property, Developer shall have the right, at any time after the effective date of the Annexation Ordinance, to convey to the CID or City, subject to City's or other applicable governmental jurisdiction's acceptance, real property and/or construct or cause to be constructed and installed any or all portions of the Public Infrastructure that relates to the segments of the Property developed or to be developed by Developer. Developer shall comply with all applicable requirements, standards, codes, rules, or regulations of City, or Ada County in the case of Ada County Permits previously issued, and in compliance with all applicable permit requirements, standards, codes, rules or regulations of: (a) the State of Idaho; (b) the United States of America; and (c) other applicable governmental agencies. Developer shall have the right, upon receipt from City (or other applicable governmental jurisdiction) of an appropriate encroachment permit, to enter and remain upon and cross over any City-held (or other applicable governmental jurisdiction) easements or rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such Public Infrastructure; provided, however, Developer's use of such easements and rights-of-way shall not impede or adversely affect City's use and enjoyment thereof, and provided, further, that Developer shall substantially restore such easements and rights-of-way to their condition prior to Developer's entry upon and completion of such construction, repair or maintenance. To the extent permitted by law and subject to obtaining an encroachment permit from City (or other applicable governmental jurisdiction), the prior dedication of any easements or rights-of-way shall not affect or proscribe Developer's right to construct, install, and/or provide Public Infrastructure thereon or thereover. City, as necessary to implement the installation of Public Infrastructure, shall cooperate reasonably with and assist in: (a) the abandonment of any unnecessary public rights-of-way or easements currently located on the Property and not otherwise used or required by the public; (b) the acquisition and/or condemnation of any necessary public rights-of-way or easements not currently located on the Property and required to be consistent with the Master Plan or provide access to the Property; and (c) submitting requests or filing applications, or entering into intergovernmental agreements with appropriate governmental entities regarding the abandonment or acquisition of public rights-of-way or easements necessary to develop the Property. The prior dedication of public rights-of-way, easements and/or other real property interests by Developer shall not proscribe Developer's and/or the CID's ability

to finance, construct and/or acquire Public Infrastructure contained with such public rights-of-way, easements and/or other real property interests.

3.8 Development Fee Credit; Other Fee Reimbursement. City shall comply with all applicable laws, rules and regulations with respect to the issuance of credits or reimbursement for Public Infrastructure constructed by Developer and/or the CID and dedicated to City or other applicable governmental or quasi-governmental entity. Any credits shall be freely assignable by Developer and, at Developer's sole election, Developer shall direct City to reimburse Developer or its assigns such credits as and when collected by City.

3.9 Community Infrastructure District. City and Developer agree that establishment of a CID is appropriate to ensure development of the Property and construction of Public Infrastructure in a timely and orderly manner. Within 30 days following the effective date of the Annexation Ordinance, City shall use its best efforts to commence and diligently pursue formation of a CID and call for the necessary bond elections in accordance with applicable law. Any Public Infrastructure which has been, or is anticipated to be, constructed by Developer may at Developer's option be financed, constructed and/or acquired through the CID to the extent permitted by law.

4. REGULATION OF DEVELOPMENT.

4.1 Regulation of Development.

4.1.1 Applicable Rules. The ordinances, rules, regulations, permit requirements, development fees, other infrastructure fees, exactions, other requirements, and/or official policies, however denominated, applicable to and governing the development of the Property, shall be those that are existing and in force as of the Date of Application, except as modified by this Agreement and the Rezoning Ordinance. Except as otherwise expressly provided in this Agreement, City shall not impose or enact any additional conditions, zoning or other exactions, requirements, dedications, development or other fees, rules or regulations applicable to or governing the development of the Property, including any requirement for the dedication of land or property, or the payment of fees or money for the planning, design, engineering, construction, acquisition, improvement, or provision of Public Infrastructure to lessen, offset, mitigate, or compensate for the burdens of the development of the Property on City, City having acknowledged that all such burdens have been considered and are adequately accounted for by the conditions to development of the Property set forth in this Agreement.

4.1.2 Permissible Additions to the Applicable Rules. Except as otherwise provided in this Agreement, City may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property, and City shall provide Developer with not less than sixty (60) days' notice to provide Developer with an opportunity to suggest methods of enacting and implementing such provisions on the Property:

4.1.2.1 Future land use ordinances, rules, regulations, permit requirements, other requirements and official policies of City that are generally applicable to similarly situated properties or persons, provided that such land use ordinances, rules, regulations, permit requirements, other requirements, and official policies shall, to the extent applicable, not involve the modification of any factual determinations of City memorialized in this Agreement and shall not materially impair Developer's ability to develop the Property in the manner provided in this Agreement;

4.1.2.2 Other future land use ordinances, rules, regulations, permit requirements, development fees, other requirements, and/or official policies that Developer may agree, in writing apply to the development of the Property;

4.1.2.3 Future land use ordinances, rules, regulations, permit requirements, other requirements and official policies of City enacted as necessary to comply with mandatory requirements imposed on City by State or federal laws and regulations, court decisions, and other similar superior external authorities beyond the control of City; provided, however, that in the event any such mandatory requirement prevents or precludes compliance with this Agreement, such affected provisions of this Agreement shall be modified as may be necessary to achieve the minimum permissible variance from the terms of this Agreement in order to achieve compliance with such mandatory requirement. To the extent such compliance requires any discretionary factual determination by City, such determinations shall be consistent with City's findings memorialized in this Agreement;

4.1.2.4 Future land use and other ordinances, rules, regulations, permit requirements, other requirements and official policies of City of uniform application throughout City and reasonably necessary to alleviate legitimate threats to public health and safety, provided that such land use ordinances, rules, regulations, permit requirements, other requirements and official policies shall, to the extent applicable, not involve the modification of any material factual determinations of City memorialized in this Agreement; and

4.1.2.5 Future updates of, and amendments to, existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, and similar construction and safety related codes, such as the Uniform Building Code and International Electric Code, which updates and amendments are generated by a nationally recognized construction/safety organization, such as the International Conference of Building Officials, or by the State or federal governments.

4.1.3 Effect of Future Laws. In the event State or federal laws or regulations are enacted after the Date of Application and/or the decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with one or more provisions of this Agreement (individually or collectively, "**New Law**"), the provisions, in whole or in part, as applicable, of this Agreement shall be modified or suspended as may be necessary to comply with such New Law. As soon as reasonably necessary, after enactment of any such New Law, Developer and City shall meet and confer in good faith in order to agree upon such modification or suspension or challenge to such New Law based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that the Parties are conferring on such modification or suspension or challenge to the New Law, the Parties may take reasonable action to comply with such New Law. Should the Parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, Developer and City each or together shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Nothing in this Agreement shall be interpreted as relieving Developer of any obligation that Developer may have, either currently or in the future, to comply with all applicable governmental rules and regulations enacted by entities other than City that apply to the Property, provided that, to the extent such compliance involves factual findings or discretionary determinations by City, all such findings and/or discretionary determinations shall be consistent with City's findings and determinations memorialized in this Agreement.

4.2 Amendment. City and Developer acknowledge that amendments to this Agreement may be necessary or appropriate from time to time. When the Parties agree that an amendment is necessary or appropriate, the Parties shall, unless otherwise required by applicable law as established in this Agreement or by State or federal statute, effectuate minor amendments administratively approved by the Zoning Administrator which include: (i) any minor alteration to the Master Plan such as circulation, Parcel

or village area boundaries, open space boundaries, pathway or trail alignments, etc.; and (ii) any reallocation of residential density or commercial acreage between Parcels or Villages so long as the Maximum Density allowed per this Agreement is not exceeded. Such minor amendments, after execution, shall be attached to this Agreement as an addendum and become a part thereof. The approval of such minor amendments shall not necessitate formal amendment of this Agreement but shall be retained in City's official file for the Property or at the election of Developer may be recorded through a memorandum so as to show of record on the Property title report. All amendments to this Agreement requiring approval of City Council shall be reviewed by City in accordance with the notice and hearing procedures of City Code. The Parties shall cooperate in good faith to agree upon and use reasonable efforts to process any amendments to this Agreement.

4.3 Changes to Zoning, PUD Standards and Development Program. For the Term of this Agreement, City shall not initiate any changes or modifications to the PUD Standards or the zoning designations applicable to the Property, except at the request and sole expense of Developer. Any changes sought by an owner of any portion of the Property within the Project that has not yet been developed and released shall require the approval of Developer. Any such request for change shall be processed in the manner then set forth by City Code and/or this Agreement and/or other applicable law. Any changes or modifications to the PUD Standards, or this Agreement or the zoning or land use designations applicable to any part of the Property in which Developer has a real property interest that are initiated by City shall become effective only upon Developer's written consent. Nothing in this Section shall be deemed to require City approval of requested changes to the zoning or land use designations applicable to this Property after adoption and publication of all of the Ordinances. The approval of any Parcel or village that contains less density than is allocated to that area on the Master Plan shall not have the effect of reducing the Project's overall Maximum Density but Developer shall be able to reallocate such density in accordance with this Agreement.

4.4 Vested Rights. Upon the effective date of the Annexation Ordinance, Developer shall have a vested right to develop the Property consistent with the City Comprehensive Plan. Upon the effective date of the Rezoning Ordinance, Developer shall have a vested right to develop the Property consistent with the Rezoning Ordinance and the Master Plan. For the Term of this Agreement, Developer shall have vested rights to develop the Property in accordance with this Agreement, the Zoning Ordinance, the Master Plan, and the Rezoning Ordinance. The determinations of City memorialized in this Agreement, together with the assurances provided to Developer in this Agreement, including this Section, are bargained for and in consideration for the undertakings of Developer set forth herein and contemplated by this Agreement, and are intended to be and have been relied upon by Developer to Developer's detriment in undertaking the obligations of Developer under this Agreement.

5. PROJECT GOVERNANCE.

5.1 Governance Entities. Developer shall create appropriate entities including, without limitation, a non-profit Owners' Association, and record CC&Rs consistent with this Agreement that bind all present and future owners within the Project and provide for the perpetual support and maintenance of the Project's governance entities, processes and common areas and to establish quality control throughout the Property both during development and during maturing of the community after the last house is built. Developer shall have the sole and absolute discretion over the content, approval and enforcement rights of the Declarant or other governing agent or agency, formation and adoption of the CC&Rs.

6. COOPERATION AND ALTERNATIVE DISPUTE RESOLUTION

6.1 Agreement to Cooperate. In the event of any legal or equitable action or other proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action or proceeding. City and Developer may agree to select mutually agreeable legal counsel to defend such action or proceeding with the Parties sharing equally in the cost of such joint counsel, or each party may select its own legal counsel at each party's expense. All other costs of such defense(s) shall be shared equally by the Parties. Each party shall retain the right to pursue its own independent legal defense.

6.2 Fees. After the Effective Date, no new impact, connection or development fees may be imposed by City regarding the development of the Project without the consent of Developer. City shall assess its normal City fees and agrees that such fees are set consistent with best practices and based on the calculation methods set forth by the International Code Council. Developer shall promptly pay all fees when due.

6.3 Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of 30 days following written notice thereof from the other Party (the "**Cure Period**"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within such 30-day period and diligently proceeds to complete such performance or fulfill such obligation (the "**Extended Cure Period**"). The written notice provided for above shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event a default of Developer is not cured within the Cure Period or the Extended Cure Period, if applicable, that portion of the Property related to such default shall cease and desist all construction activity or permitting until such time as the Default is cured. A default by a Parcel Developer shall not be deemed to be a default by Developer, Owner, or any other Parcel Developer or Parcel owner, and City may not withhold or condition City's performance under this Agreement as to any Parcel Developer or Developer who is not in default of this Agreement. No owner of a portion of the Property may enforce this Agreement as against any other owner of a portion of the Property.

6.4 Dispute Resolution/Remedies.

6.4.1 Process. Notwithstanding anything to the contrary herein, if an event of default is not cured within the Cure Period or the Extended Cure Period, if applicable, the non-defaulting Party may initiate the process by providing written notice initiating the process to the alleged defaulting Party. Within 15 days after delivery of such notice, each Party shall appoint one person to act as mediator on behalf of such Party and notify the other Party. Within 15 days after delivery of such notice, the persons appointed shall themselves appoint one person to serve as the sole mediator. The mediator shall set the time and place of the mediation hearing and shall give reasonable notice of the hearing to the Parties. The Parties may agree to hold the hearing by telephone.

6.4.2 Hearing. The Parties have structured this dispute resolution process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this process. The hearing of any dispute shall commence as soon as practicable, but in no event later than 30 days after selection of the mediator. This deadline can be extended only with the consent of both Parties, or by decision of the panel upon a showing of emergency circumstances. Proceedings shall be under the control of the mediator and as informal as practicable. The mediator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the Parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. In order to effectuate the Parties' goals, the hearing, once commenced, shall proceed from business day to business day until concluded, absent a showing of emergency circumstances. The mediator shall, within 15 days from the conclusion of any hearing, issue its decision. The decision shall be rendered in accordance with the Agreement and the laws of the State of Idaho. If those receiving a request for mediation fail to appoint a mediator within the time above specified, or if the two mediators so selected cannot agree on the selection of a third mediator within the time above specified, or if the result of such mediation is unsatisfactory to one or more Parties, then any Party may avail itself of any legal or equitable remedy available under Idaho law.

6.4.3 Fees. Each Party shall pay one-half of all fees and costs associated with the mediation process.

6.4.4 Condemnation. The process and remedies set forth herein shall not apply to an action to condemn or acquire by inverse condemnation all or any portion of the Property, and in the event of any such action, Developer shall have all rights and remedies available to it at law or in equity.

6.5 Prevailing Party. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses including reasonable attorneys' fees incurred by the prevailing party. Similarly, all fees and costs associated with an appeal to any appellate court thereafter, including, without limitation, the prevailing Party's attorneys' fees, shall be paid by the non-prevailing party.

7. NOTICES AND FILINGS.

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

City:

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

With a copy to:
Richard Roats, Esq.
751 W. 4th Street
Kuna, Idaho 83634

Developer:

M3 ID Falcon Crest, LLC
Attn: William I. Brownlee
4222 E Camelback Road Suite H100
Phoenix AZ 85018

With a copy to:
Spink Butler, LLP
Attn: JoAnn C. Butler
251 E Front Street, Suite 200
Boise, Idaho 83702

Owner:

Falcon Crest, LLC
2528 N. Cloverdale Road
Boise, ID 83713

With a copy to:
Eberle Berlin
William J. McKlveen
1111 W. Jefferson, Suite 530
Boise, ID 83702

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

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

8. MISCELLANEOUS.

8.1 Operations During Construction. Developer intends to, and hereby does, reserve mineral and/or royalty rights on minerals located on or under the Property. Mining (for purposes of on-site material usage), blasting and batch plant operations shall be allowed on site during construction of the

Project in accordance with the procedures of City Code and this Agreement. The location of such operations shall be subject to reasonable review and approval by the appropriate governmental agencies that have jurisdiction over such operations. Portions of the Property not currently under development may be used for agricultural purposes and City shall continue to apply agricultural property tax rates to any portion of the Property that is continuing to be used for agricultural purposes.

8.2 Termination Upon Sale to Public. Except as otherwise provided herein, this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Property beyond the development of the Property. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any portion of the Property, this Agreement shall terminate without the necessity of any notice, agreement or recording by and/or between the Parties in connection with any lot that has been finally subdivided and individually leased (for a period of longer than one year) or sold to the end-purchasers or end-users thereof (a "**End-User Lot**") and thereupon such End-User Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

8.3 Termination Upon Completion of Development. City shall, upon written request of Developer, execute appropriate and recordable evidence of termination of this Agreement if City has determined reasonably that Developer has fully performed Developer's obligations under this Agreement in connection with all or a portion of the Property. Upon City approval and acceptance of improvements for any portion of the Property, and the recordation of the final plat and completion and acceptance of improvements in connection therewith, City shall, as soon as practicable, execute and record an appropriate instrument of release of the Agreement in connection with such developed portion of the Property. It is the intentions of the Parties that as a portion of the Property is final platted, that the portion of the Property associated with the final plat shall be removed from the legal description for the Property in **Exhibit A**. Notwithstanding the foregoing, the Termination Upon Completion of Development and/or Termination Upon Sale to Public shall not have any effect on the obligations of City or Developer with respect to the any Reimbursement Agreements or obligations of City to reimburse any fee or costs to Developer in accordance with this Agreement.

8.4 Mortgage Provisions.

8.4.1 **Mortgagee Protection.** This Agreement shall be superior and senior to any future lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. However, no breach hereof shall invalidate or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, shall be subject to all of the terms and conditions contained in this Agreement. No mortgagee shall have an obligation or duty under this Agreement to perform Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by Developer is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder.

8.4.2 **Bankruptcy.** If any mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court of competent jurisdiction or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Developer, the times specified above for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than two years.

9. GENERAL.

9.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver by either Party thereof, and no waiver by City or Developer of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

9.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single document so that the signatures of all Parties may be physically attached to a single document.

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

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

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

9.6 Time of Essence. Time is of the essence in implementing the terms of this Agreement.

9.7 Successors and Assigns. The burdens of this Agreement are binding upon, and the benefits inure to, all successors in interest of the Parties to this Agreement and constitute covenants that run with the land. Developer's rights and obligations hereunder shall only be assigned to a person or entity that has acquired the Property, or a portion thereof, and shall be assigned by a written instrument, recorded in the official records of Ada County, Idaho, expressly assigning such rights and obligations. In the event of a complete or partial assignment of Developer's rights and obligations hereunder, except an assignment for collateral purposes only, Developer's liability under this Agreement shall terminate. Nothing in this Agreement shall operate to restrict Developer's ability to assign less than all of Developer's rights and obligations under this Agreement to those persons or entities that acquire any portion of the Property. Notwithstanding the foregoing, the ongoing ownership, operation and maintenance obligations in connection with this Agreement may be assigned to an Owners' Association. Developer shall provide City with written notice of any assignment of Developer's rights or obligations to such Owners' Association within a reasonable period of time following such assignment. Notwithstanding any other provisions of this Agreement, Developer may assign all or part of Developer's rights and duties under this Agreement as collateral to any financial institution from which Developer has borrowed funds for use in developing the Property.

9.8 No Partnership; Third Parties. It is hereby specifically understood, acknowledged and agreed that neither City nor Developer shall be deemed to be an agent of the other for any purpose whatsoever. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third party, person, firm, organization or legal entity not a party hereto, and no such other third party, person, firm, organization or legal entity shall have any right to cause of action hereunder.

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

9.10 Construction. All Parties hereto have either been represented by separate legal counsel or have had the opportunity to be so represented. Thus, in all cases, the language herein shall be constructed simply in accord with its fair meaning and not strictly for or against a Party, regardless of whether such Party prepared or caused the preparation of this Agreement.

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

9.12 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses one Party from undertaking any contract commitment to perform any act hereunder, then the other Party may, at such other Party's sole discretion, terminate this Agreement or proceed with that portion of the Agreement not prohibited by law.

9.13 Parties' Intent. It is the Parties' express intention that the terms and conditions be construed and applied as provided herein, to the fullest extent possible. It is the Parties' further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of City, such term or condition shall be construed and applied in such lesser fashion as may be necessary to not restrict the police power of City.

9.14 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho in effect on the Date of Application. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

9.15 Recordation. After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho at the expense of City. Each commitment and restriction on the Project shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, and shall run with the land. This Agreement shall be binding on Developer and Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that if all or any portion of the Project is sold, the sellers shall thereupon be released and discharged from any and all obligations arising under this Agreement in connection with the portion of the Property sold. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect to the Property or portion thereof.

9.16 No Developer Representations. Nothing contained herein shall be deemed to obligate Developer to complete any part or all of the development of the Property within a specific time line, phasing schedule or other schedules, or any other plan, and this Agreement shall not be deemed a representation or warranty by Developer of any kind whatsoever.

9.17 Good Standing; Authority. Each of the Parties represents to the other that: (i) Developer is an Arizona limited liability company duly qualified to do business in Idaho; (ii) City is a municipal corporation duly qualified to do business in the State of Idaho; and (iii) the individual(s)

executing this Agreement on behalf of the Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

(Signatures on the Following Page.)

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

CITY:

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

By: _____
Joe Stear, Mayor

Attest:

Chris Engels, City Clerk

APPROVED AS TO FORM AND AUTHORITY

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

Richard Roats, City Attorney

DEVELOPER:

M3 ID FALCON CREST, LLC, an Arizona limited liability company

By: M3 Builders, L.L.C., an Arizona limited liability company, its Manager

By: The M3 Companies, L.L.C., an Arizona limited liability company, its Member

By: _____
William I. Brownlee, Manager

OWNER:

FALCON CREST, LLC, an Idaho limited liability company

By: _____
Terry Cook, Manager

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ___ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Stear, known or identified to me to be the Mayor of the City of Kuna, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared William I. Brownlee, Manager of The M3 Companies, L.L.C., an Arizona limited liability company, the Member of M3 Builders, L.L.C., an Arizona limited liability company, the Manager of M3 ID Falcon Crest, LLC, an Arizona limited liability company, 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 Arizona
Residing at _____
My commission expires _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

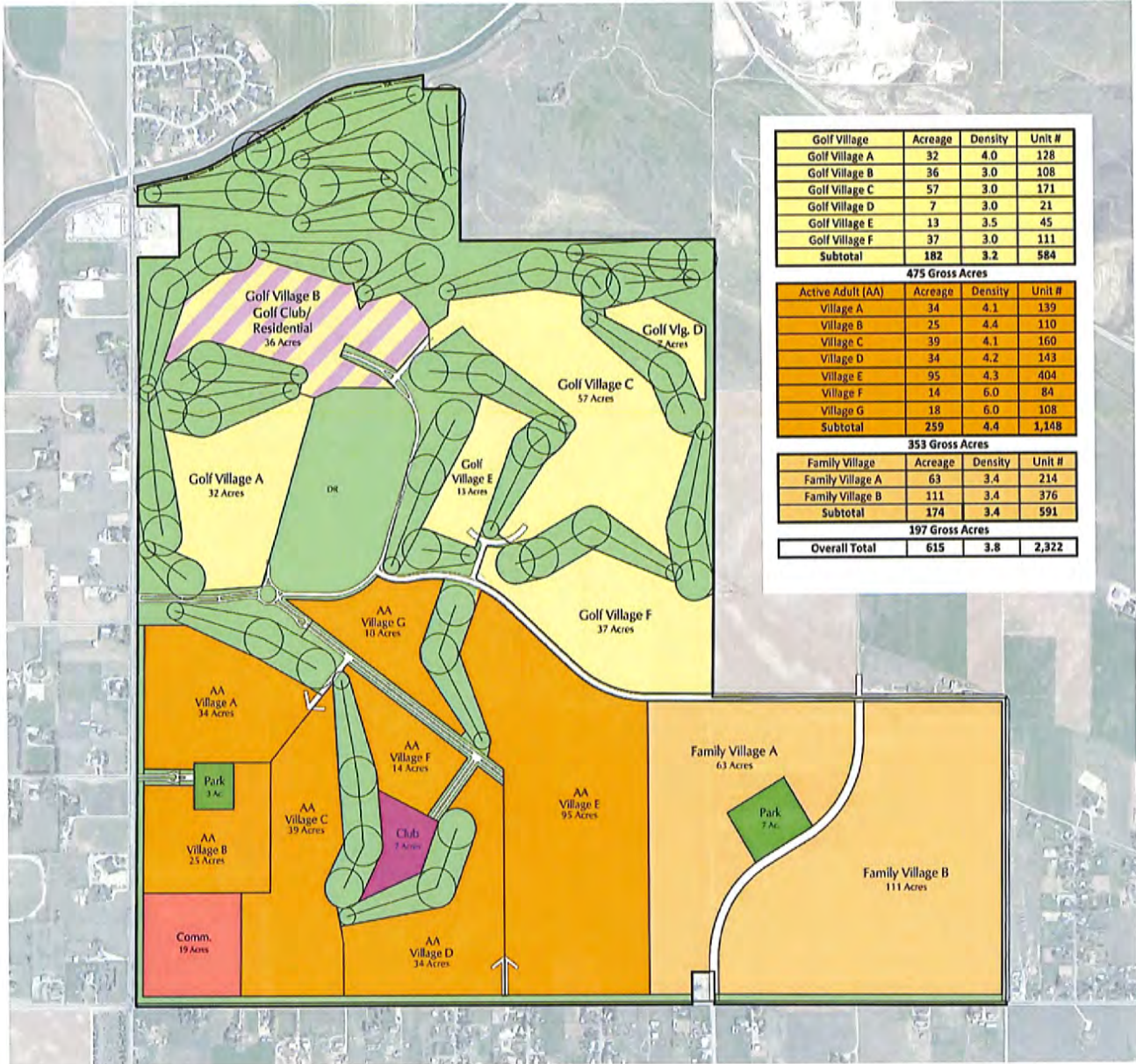
On this ___ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Cook, known or identified to me to be the Manager of Falcon Crest, LLC, the Idaho limited liability company that executed the instrument or the person who executed the instrument 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 _____
My commission expires _____

EXHIBIT A
Legal Description of the Property

EXHIBIT B Master Plan



PRELIMINARY DEVELOPMENT PLAN

May 15, 2018

 SCALE: 1" = 500'
 GREEN/PICKETT

EXHIBIT C
Annexation Application

EXHIBIT D
Offsite Sewer

EXHIBIT E Parks & Trails Plan



PARKS & TRAILS PLAN



May 15, 2018
 SCALE: 1" = 200'
 GREEY/PICKETT

EXHIBIT F
Variances and Exceptions – Kuna City Code Chapters 5 & 6

TITLE 5 – ZONING REGULATIONS
 CHAPTER 1 - GENERAL ZONING PROVISIONS
 SECTION:

...

5-3-2: - OFFICIAL SCHEDULE OF DISTRICT REGULATIONS:

...

LAND USE TABLE

| Land Uses | Districts | | | | | | | | | | | | | | |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---|-----------------|-----------------|-----|-----|-----------------|-----|-----------------|
| | A | R-2 | R-4 | R-6 | R-8 | R-12 | R-20 | O | C-1 | C-2 | C-3 | CBD | M-1 | M-2 | P |
| Agriculture, General 1-26 | P | P | | | | | | | | | | | S | S | P |
| Accessory Dwelling Unit (aka mother in-law quarters/Carriage House) 52 | P | P | P | P | S | | | | | | | | | | |
| Accessory Use 7-26 | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P |
| Adult Bookstore 7-15-16 | | | | | | | | | | | S | | | | |
| Agri-tainment 15 | P | P | | | | | | | | | | | | | P |
| Agritourism | S | S | | | | | | | | | | | | | S |
| Airport, Landing Strip 15-26 | S | | | | | | | | | | | | S | S | S |
| Alcohol Consumption on-site/off-site 15-27 | P ₃₈ | P ₃₈ | P ₃₈ | P ₃₈ | P ₃₈ | P ₃₈ | P ₃₈ | S | S | S | S | S | S ₄₀ | | P ₃₈ |
| Amusement Center (indoor) 7-15 | | | | | | | | | S | S | S | S | | | |
| Amusement Center (outdoor) 7-15 | | | | | | | | | P | S | S | | S | | S |
| Animal Hospital 7-15-26 | S | S | | | | | | | | | P | | P | P | S |
| Animal Shelter 7-15-26 | S | | | | | | | | | | | | S | | S |
| Appliance Repair 7-15 | | S | S | S | S | S | S | P | P | P | P | P | P | | |
| Aquaculture | S | | | | | | | | | | | | S | S | S |
| Aquarium 7-15 | | | | | | | | S | P | P | P | P | S | | P |
| Arboretum 15 | P | P | P | P | P | P | P | P | P | P | P | P | | | P |
| Archery Range 7-15-37 | P | S | | | | | | | P ₄₅ | P ₄₅ | P | | P | | |
| Art Gallery/Studio 7-15-31 | | S | S | S | S | S | S | P | P | P | P | P | P | | |
| Asphalt Plant 7-15 | | | | | | | | | | | | | | | S |
| Assisted Living 7-15-53 | | S | S | S | S | S | S | | P | P | | | | | |
| Auction Sales 7-15-43 | S ₄₁ | S ₄₁ | | | | | | | S | S | P | | P | | |
| Auditorium 7-15 | | | | | | | | S | P | P | P | P | S | | P |

1
 S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

| | | | | | | | | | | | | | | | | | | |
|--|---|---|-----------------|-----------------|---|---|---|---|----------------|---|---|---|---|---|---|----------------|---|---|
| Automobile Body, Paint Shop 7-15 | | | | | | | | | | | S | | | | | | P | P |
| Automobile Detailing 7-15 | | | | | | | | | | S | P | P | P | S | | | P | P |
| Automobile Rental/Sales 15 | | | | | | | | | | S | P | P | P | | | | P | |
| Automobile Repair 7-15 | | | | | | | | | | S | P | P | S | | | | P | P |
| Bakery or Baked Goods Store 7-15 | S | S | S | S | S | S | S | S | P | P | P | P | P | | | | | |
| Bank, Credit Union, Savings and Loan 7-15 | S | S | S | S | S | S | S | P | P | P | P | P | P | | | | | |
| Banquet Facility 7-15-27 | S | S | S | S | S | S | P | P | P | P | P | | | | | | | |
| Barber Shop/Beauty Salon 7-15 | S | S | S | S | S | S | P | P | P | P | P | | | | | | | |
| Batch Plant 7-15-26 | | | | | | | | | | | | | | | | | | S |
| Bed and Breakfast 15 | S | S | S | S | S | | | | S | | | | S | | | | | |
| Beekeeping (Hives) | P | P | | | | | | | | | | | | | | | | |
| Beer and Wine Production 7-15-27 | P | S | P ₁₁ | P ₁₁ | | | | | | | | | P | | | | P | |
| Berry and Bush Crop/Vineyard | P | P | | | | | | | | | | | | | | | P | P |
| Beverage Bottling Plant 7-15-26-53 | | | | | | | | | | | S | S | | | | | S | S |
| Bicycle Shop 7-15 | S | S | S | S | S | S | S | P | P | P | P | P | P | | | | | |
| Billboard Manufacturing 7-15-53 | | | | | | | | | | | | | | | | | P | P |
| Billboards 7-35 | S | | | | | | | | | | | | | | | | | S |
| Biomass | S | | | | | | | | | | | | | | | | | P |
| Boarding/[Rooming] House 7-15-53 | S | | | | S | S | S | | P ₆ | | | | | | | P ₆ | | |
| Bookstore 7-15 | S | S | S | S | S | S | S | P | P | P | P | P | P | | | | | |
| Botanical Garden 15 | P | P | P | P | P | P | P | P | P | P | P | P | P | | | | S | P |
| Bowling Alley 7-15 | | | | | | | | | S | P | P | P | P | | | | | |
| Cabinet Shop—Manufacturing 7-15 | | | | | | | | | | S | S | S | | | | | P | P |
| Call Center 7-15 | | | | | | | | | | | S | P | P | P | | | | |
| Car Wash 7-15 | | | | | | | | | | P | P | P | P | P | | | | |
| Caretaker 13 | P | P | | | | | | | | P | P | | S | S | | | | |
| Carnival/Circus 15-23 | | | | | | | | | | P | P | P | P | | | | | P |
| Catering 7-15 | S | S | S | S | S | S | S | P | P | P | P | P | P | | | | | |
| Cell Tower/Telecommunication 7-12-15 | S | S | | | | | | | | | S | S | S | S | S | S | S | S |
| Cement or Clay Products Manufacturing 7-15-26-53 | | | | | | | | | | | | | | | | | | S |
| Cemetery or Mausoleum 15-30 | P | S | | | S | S | S | | S | S | | | | | | | | S |
| Chemical Storage and Manufacturing 7-15-26-53 | | | | | | | | | | | | | | | | | | S |
| Child Care, Center (13+ children) 7-15-49-51 | S | S | S | S | S | S | S | S | S | S | S | | | | | | | |
| Child Care, Group (7—12 children) 49 | S | S | S | S | | | | | | S | S | S | S | | | | | |

2
[S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City \(5-16-18\).docx](#)
[S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City \(5-2-18\).docx](#)

| | | | | | | | | | | | | | | | | | | | | |
|---|---|----------------|----------------------------|----------------------------|----------------|----------------|----------------|----------------|---|---|----------------|---|---|---|----------------|---|---|--|--|----------------|
| Child Care, Home (1—6 children) 49-61 | | S | S | S | S | | | | | | | | | | | | | | | |
| Church or Place of Worship 7-15-30 | S | P | P | P | P | S | S | S | S | | | | S | | | | | | | |
| Community Center/Grange/Assembly Use 7-15 | S | S | S | S | S | S | S | P | P | P | | | | | P | | | | | P |
| Community/Urban Garden 1-7-15 | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | | | | |
| Contractor's Storage Yard 7-26 | S | | | | | | | | | | | | | | | | | | | S P |
| Convenience Store (not including fuel sales) 7-15 | | | | | | | | | | P | P | P | P | P | P | | | | | |
| Dairy Product Processing 7-15-53 | S | | | | | | | | | | | | | | | | | | | S S |
| Digital/Electronic Verbiage Signage 7-15 | | | | | | | | | S | S | S | S | | | S | S | S | | | S S S |
| Dispatch Center 7-15-34-47 | | | | | | | | | | P | P | P | P | | S | | | | | |
| Distillery Production | P | | | | | | | | | S | S | S | | | S | | | | | P |
| Distributing Center 7-15-26-53 | | | | | | | | | | | | | | | | | | | | S S |
| Dog Grooming 7-15 | P | P | S | S | S | | | | P | P | P | P | P | P | P | | | | | |
| Drive-in Restaurant 7-15-26-46 | | | | | | | | | P | P | P | P | P | P | P | | | | | |
| Drive-in Theater 7-15 | S | S | | | | | | | | S | S | S | | | | | | | | |
| Drive-through Business 7-15-34 | | | S | S | S | S | S | S | P | P | S | S | S | | | | | | | |
| Driving School | | | | | | | | | | P | P | P | P | P | P | | | | | P |
| Dry Cleaners 7-15 | | | | | | | | | S | S | S | S | S | S | | | | | | |
| Dry-Cleaning Plant 7-15-53 | | | | | | | | | | | | | | | | | | | | S S |
| Dwelling, Condominium/Townhouse/Garden Apartment 5-7-15-53 | | | | SP ₇ | P ₇ | P ₇ | P ₇ | P ₇ | | | | | | | P ₇ | | | | | |
| Dwelling, duplex 5 | S | P | P | P | P | P | P | | | | | | | | | | | | | |
| Dwelling, multifamily/Apartments (3 or more units under one roof) 6-15-53 | S | S ₇ | SP ₇ | P ₇ | P ₇ | P ₇ | P ₇ | | | | | | | | | | | | | |
| Dwelling, single-family 5 | P | P | P | P | P | P | P | | | | P ₆ | | | | | | | | | P ₆ |
| Emergency Care Facility/Clinic 7-15 | S | S | S | S | S | S | S | P | P | P | P | P | P | P | P | | | | | |
| Energy System, production through renewable sources | S | | | | | | | | | | | | | | | | | | | S S |
| Equipment Sales and Rental (Light Equipment) 7-15-21 | S | S | S | S | S | S | S | P | P | P | P | S | P | | | | | | | |
| Equipment Sales (Large and Heavy Equipment) 7-15-26-43 | | | | | | | | | | | | | | | | | | | | S S |
| Exhibition Hall 7-15 | | | | | | | | | P | P | P | P | P | P | S | | | | | P |
| Explosive/Chemical Manufacturing and Storage | | | | | | | | | | | | | | | | | | | | S |
| Fairground 7-15 | S | S | | | | | | | | | | | | | | | | | | S S |
| Farm Animals (Domestic) 2, 4 | P | P | S | | | | | | | | | | | | | | | | | S P P |

3
[S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City \(5-16-18\).docx](S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx)
[S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City \(6-2-18\).docx](S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (6-2-18).docx)

| | | | | | | | | | | | | | |
|--|---|---|----------------|----------------|----|---|---|---|---|---|---|---|---|
| Office (Medical, Professional) 7-15 | S | S | S | S | S | S | P | P | P | P | P | P | S |
| Office (Temporary Real Estate Subdivision Sales) 15 | S | S | SP | S | SP | S | | | | | | | |
| Orchards, Tree Crops | P | P | P | P | | | | | | | | P | S |
| Parking Lot or Facility, Park and Ride 7-15-47 | P | P | P | P | P | P | P | P | P | P | P | P | P |
| Pawnshop 7-15 | | | | | | | | S | P | P | P | | |
| Payday Lending Operation/Non-chartered Institution 7-15 | | | | | | | | | | | | S | S |
| Pharmacy 7-15 | | | | | | | P | P | P | P | P | P | |
| Planned Unit Development 5-15 | S | S | S | S | S | S | S | S | S | S | S | S | S |
| Plant Nursery 15 | P | P | S | | S | | S | S | | | | P | P |
| Plant or Tree Farm | P | P | P | P | | | | | P | | | P | P |
| Post Office 7-15 | | | | | | | P | P | P | P | P | | P |
| Poultry, Fowl, Rabbits | P | P | P ₄ | P ₄ | | | | | | | | P | |
| Power Plant 5, 7 | | | | | | | | | | | | S | S |
| Preschool | S | S | S | S | S | S | S | S | S | S | | | |
| Printing, Blueprinting, Copy Center and Cartography 7-15 | | | | | | | P | P | P | P | P | P | P |
| Prison, Jail, etc. 7-16-33 | | | | | | | S | S | | | | | S |
| Public | P | P | P | P | P | P | P | P | P | P | P | P | P |
| Public Service Facility 7-15-18-19 | S | S | S | S | S | S | S | S | S | S | S | S | S |
| Publishing 7-15 | P | P | P | P | P | P | P | P | P | P | P | | |
| Quasi-public | P | | | | | | P | P | P | P | P | P | P |
| Radio and TV Stations 7-15-18-19 | | | | | | | S | P | P | P | S | P | S |
| Railroad Buildings, Yard and Equipment 7-43-53 | S | | | | | | | | | | | P | P |
| Recreational Vehicle, Trailer or Camping Park 5, 7 | | | S | | SP | S | S | | | | | | P |
| Recycle/Collection Bins | | | | | | | | P | P | P | | P | P |
| Recycle Center/Recycle Staging Area 7-34-43 | | | | | | | | | S | S | | P | P |
| Recycling Plant 7-15-43 | | | | | | | | | | | | S | P |
| Regional Sewage and Waste Treatment Plant 7-24-33-43 | S | S | | | | | | | | | | S | S |
| Rendering Plant 7-26-26-53 | | | | | | | | | | | | | S |
| Restaurant 7-15-20-26 | S | S | S | S | SP | S | P | P | P | P | P | P | |
| Restaurant with Bar 7-15-27 | | | | | | | S | S | S | S | S | S | |
| Retail Stores/Services 7-15-28 | S | S | S | S | S | S | P | P | P | P | P | P | |

6

~~S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx~~ S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

| | | | | | | | | | | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Terminal Yard Trucking 7-15-43-53 | | | | | | | | | | | | | | | | S | S | |
| Theater 7-15 | | | | | | | | | S | P | P | P | P | | | | | |
| Tire Recapping 7-15-53 | | | | | | | | | | | S | S | | | | S | S | |
| Tire Shop (not recapping) 7-15 | | | | | | | | | | P | P | P | S | | | S | | |
| Training Facility | | | | | | | | | | | | | | | | S | S | |
| Travel Agency 7-15 | | S | S | S | S | S | S | P | P | P | P | P | | | | | | |
| Truck and Tractor Repair 7-15-53 | S | | | | | | | | | | | S | | | | P | P | |
| Truck Maintenance 7-15 | | | | | | | | | | | | | | | | S | S | |
| Truck Stop 7-15-53 | | | | | | | | | | | S | S | | | | S | | |
| Truck Wash 7-53 | | | | | | | | | | | | S | | | | P | P | |
| Upholstery Shop 7-15 | | | | | | | | | | P | P | P | | | | P | P | |
| Utility-Owned Building (public/private) 7-15-18-19 | S | S | S | S | S | S | S | S | S | S | S | S | S | S | P | P | S | |
| Vehicle Emission Testing Facility 7-15-34 | S | | | | | | | | | P | P | P | P | P | P | P | P | |
| Veterinary Clinic 7-15-26 | S | S | | | | | | | | P | P | P | P | | | P | | |
| Warehousing—Wholesale 7-15-63 | S | | | | | | | | | | | | | | | S | P | |
| Wedding Chapel 7-15 | P | S | | | | S | S | P | P | P | P | P | | | | | | |
| Wind Turbines/Farms/Mills 15-40 | S | S | | | | | | | | | | | | | | S | S | S |
| Wood Processing Plant (including firewood) 7-15-26 | | | | | | | | | | | S | | | | | S | S | |
| Zoo 7-15 | S | | | | | | | | | | S | S | S | | | | P | |

...

5-3-3: - OFFICIAL HEIGHT AND AREA STANDARDS:
MINIMUM YARD AND SQUARE FOOTAGE REQUIREMENTS

| Zoning District | Maximum Height | Recommended Minimum Street Frontage* | Front Yard Setback On A Local Road (to garage) | Front Yard Setback on a Local Road to Residence or Side Load Garage | Front Yard Setback On An Arterial Or Collector Street | Rear Yard Setback | Interior Side Yard Setback | Street Side Yard Setback | Maximum Lot Coverage | Minimum Lot Size |
|-----------------|----------------|--------------------------------------|--|---|---|-------------------|----------------------------|--------------------------|----------------------|------------------|
| A | 45' | 0** | 20' from lot line | 20' from lot line | 30' | 30' | 10' from lot line | 15' | 90% | 5 acres |
| R-2 | 35' | 120' | 20' | 15' | 30'**** | 15' | 5' | 20' | 40% | 20,000 sq ft |
| R-4 | 35' | 66' | 20' | 10' | 30'**** | 15' | 5' | 20' | 40% | 6,600 sq ft |

8
S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

| | | | | | | | | | | |
|---------|--------|---------------|-----|------------|---------|------|---------|-----|---------|--------------------|
| R-6 | 35' | <u>45'0**</u> | 20' | <u>10'</u> | 30'**** | 150' | 5'***** | 20' | 40%N/A | 4,500-sq ft-N/A |
| R-8 | 35' | 40' | 20' | <u>10'</u> | 30'**** | 15' | 5' | 20' | 40% | 3,300 sq ft |
| R-12 | 405' | <u>40'0**</u> | 20' | <u>5'</u> | 30'**** | 150' | 5'***** | 20' | 60%N/A | 2,200-sq ft-N/A |
| R-20 | 40' | 40' | 20' | <u>20'</u> | 30'**** | 15' | 5' | 20' | 60% | 1,300 sq ft |
| O | 35' | 0** | 20' | <u>20'</u> | 0 | 30' | 5' | 20' | 80% DR | 2,000 sq ft |
| C-1 | 35' | 0** | 15' | <u>15'</u> | 0 | 5' | 0 | 10' | 100% DR | 2,000 sq ft |
| C-2 | 60' | 0** | 0 | <u>0</u> | 0 | 0 | 0 | 0 | 100% DR | 1,300 sq ft |
| C-3 | 60' | 0** | 0 | <u>0</u> | 0 | 0 | 0 | 0 | 100% DR | 1,300 sq ft |
| CBD | 80'*** | 0** | 0 | <u>0</u> | 0 | 0 | 0 | 0 | 100% DR | 1,000 sq ft |
| M-1 | 100' | 0** | 0 | <u>0</u> | 0 | 0 | 0 | 0 | 100% DR | 5,000 sq ft |
| M-2/M-3 | 100' | 0** | 0 | <u>0</u> | 0 | 0 | 0 | 0 | 100% DR | 5,000 sq ft |
| P | 60' | 0** | 0 | <u>0</u> | 0 | 0 | 0 | 0 | 100% DR | 400 sq ft |

Notes:

...

****Side yard setbacks may be reduced to zero feet on the property line as long as the adjacent home is at least 10' from that shared property line. Side yard setbacks may be reduced to zero feet as long as there is a 10' distance between structures. Structures may also be attached and have zero setback with fire rated walls.

A. For all residential districts:

~~1. The developer shall provide an additional two (2) feet of distance separation from the designated interior yard setback for each additional story above the second level floor.~~

...

5. Certain structures and projections are permitted within the required yard setback area, unless their placement there would interfere with building code provisions. Items permitted there include: Cornices, canopies, eaves or other like projections, which do not increase the volume of space enclosed by the building as determined by the director, in consultation with the building official. None of these items shall project into a designated side yard more than two (2) feet or extend to within ~~three-two (32)~~ feet of a property line. It should be noted, that even though certain structures or projections are permitted within the yard setback, they are likely not permitted within an easement or right-of-way. The developer

9

S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docxS:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

should be aware not to encroach upon these property demarcations when extending or projecting the building's footprint.

5-5-5: - REGULATIONS FOR FENCES, WALLS AND HEDGES:

F. *Pathway/greenbelt fencing:*

2. In order to design for crime prevention, the following design standards will be followed:

- b. All pathway fencing shall be constructed or a surety must be posted prior to the issuance of building permits for the subdivision.

5-7-3: - PLANNED UNIT DEVELOPMENT STANDARDS:

- i. *Private streets and alleyways:* ~~The City of Kuna prohibits private streets and alleys unless there is a hardship circumstance that warrants this consideration and not of the controllers making. In the limited circumstances where they are approved,~~ Private streets and alleyways shall be owned and maintained by private individuals or entities and not by government agencies. The controller shall provide documentation of a binding contract or recorded CCR's that establishes who will be responsible for the repair and maintenance of the private street or alleyway, including revenue sources for their long-term sustainment. Private streets and alleyways shall be constructed on a perpetual ingress/egress easement and/or a separate and independent parcel(s) that provides access to applicable properties. The private street shall be constructed within fifty-foot easement and shall have a minimum travel lane width of twenty-seven (27) feet. The street shall feature curb, gutter and five-foot attached or detached sidewalks, unless the city or ACHD require wider sidewalks placed on both sides of the street. Private alleyways shall have a minimum travel lane width of sixteen (16) feet and be directionally signed one-way. Private alleys should connect to streets at both ends, but may terminate with a fire district approved turnaround, and provided the alley length does not to exceed five hundred (500) feet as measured from the closest connecting street edge.

Private street and alleyway construction shall be in accordance with ACHD structural standards for roadways, including base course, asphalt, concrete mat thickness, and utilizing the appropriate traffic index. The private street or alleyway design shall be prepared and certified by a registered professional engineer. The private street or alleyway shall be constructed in accordance with the roadway surface and storm drainage standards of ACHD, or as approved by the City of Kuna Engineer, based on plans submitted by a certified engineer. Private streets shall connect to a local (public) road with a minimum standard thirty-six-foot street section within a fifty-foot right-of-way. The private street should connect with other public or private streets to create a grid system where possible. A private street shall have a block length no longer than ~~five~~ five-eight hundred (5800) feet unless necessary to ameliorate a topographical or infrastructure constraint(s). Block length may be extended if an open space connection is made and intersections are provided on one side of the street. Private streets should connect to other streets but may terminate with a fire district approved turnaround and provided the length does not exceed ~~five-eight~~ five-eight hundred (5800) feet as measured from the closest connecting street edge. The private street shall have street lighting in accordance with the regulations of KCC 6-4-2:N. The private streets shall provide sufficient maneuvering area for emergency vehicles as determined by the Kuna Fire Department. ~~Gated entryways are prohibited in Kuna because they interfere with the concept of a barrier-free community.~~

...

- M. *Structures:* Attached and detached dwelling units are permitted in PUD's in accordance with the city's adopted Uniform Building Code (UBC) requirements. The minimum separation distance between detached dwelling units shall be ten (10) feet, unless fire or building codes required greater separation distances. The minimum separation distance may be reduced by utilizing fire resistant walls. The separation distance of uninhabitable accessory buildings (from dwelling units, lot lines and easements) will be according to city and fire district requirements (see KCC 5-3-4-5:l).

...

5-7-24: - IMPROVEMENT GUARANTEES:

...

- D. The applicant shall file with the agreement one (1) of the following to assure their full and faithful performance:

...

3. Other surety, including a performance bond, acceptable to the city.

CHAPTER 10 - SIGNS⁽⁸⁾

SECTION:

...

5-10-4: - GENERAL REQUIREMENTS FOR ALL SIGNS AND DISTRICTS:

The regulations contained in this section shall apply to all signs and all use districts:

...

- O. *Subdivision signs:*

...

2. Subdivision signs shall not exceed ~~six-eight (68)~~ feet in height and the sign area shall not exceed ~~forty-sixty (460)~~ square feet per side unless approved by the planning department. Any denial from the planning department may be appealed to the city council.

...

4. Subdivision advertising: Any sign advertising a commercial enterprise, including real estate developers or subdividers, in a district zoned residential shall not exceed ~~twelve-forty (1240)~~ square feet in area and shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located. Signage installed along a residential subdivision's street frontage for advertizing purposes shall be limited to the installation of ~~two-four (24)~~ in ground signs per street frontage that do not exceed ~~twelve-twenty-four (1224)~~ square feet in area or ten (10) feet in height. The signs shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located. The signs shall be maintained in good condition and removed when ninety-five (95) percent of the subdivision's lots have been sold.

...

CHAPTER 17 - LANDSCAPING REQUIREMENTS⁽¹³⁾

...

SECTION:

11

S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx
S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

...

5-17-12: - BUFFER AREAS; COMMON LOTS:

...

C. *Common area landscapes:* New residential subdivision common area landscapes shall be comprised of the following:

...

2. A minimum of one (1) deciduous shade tree per one thousand (1,000) square feet of site, except in park areas where there may be turf play fields and other activities that may not warrant densely planted trees.

...

5-17-13: - LANDSCAPE BUFFER WIDTH BASED ON ROADWAY CLASSIFICATION:

...

B. *The landscape buffer requirements for these noted road classifications and the accompanying land uses are as follows:*

...

3. *Mobility arterial, residential arterial, residential neighborhood arterial and section line road—Landscape buffer requirements:* The landscape buffer width shall be twenty (20) to thirty (30) feet from the property line for these type of roadways as determined by the director, design review committee, or planning and zoning commission based upon land use action, development intensity, visual impacts, surrounding conditions and topography. A person initiating development or redevelopment adjacent to these types of roadways shall install an eight-foot wide detached sidewalk along the accompanying property frontage. The sidewalk shall be located within the public right-of-way and separated by a four- to ~~eight~~twelve-foot wide irrigated and landscaped planter strip. The requirement for a planter strip is in addition to the installation of the landscape buffer.

...

6. *Residential collector and quarter section road—Landscape buffer requirements:* The landscape buffer width shall be fifteen (15) feet along the residential collector and quarter section road frontage. A person initiating development or redevelopment along these types of roadways shall install a minimum five-foot wide detached sidewalk along the accompanying property frontage. The sidewalk shall be located within the public right-of-way and separated from the public vertical curb (or its alignment) by a ~~four~~six- to ~~eight~~ten-foot wide irrigated and landscaped planter strip. The requirement for a planter strip is in addition to the installation of the landscape buffer.

...

C. *Related transportation considerations:*

2. *Stormwater considerations:* Vertical curb and gutter shall be installed on all functionally classified streets. Rolled curbing and gutter or an equivalent approved by the city shall be installed on all nonfunctionally classified streets. The use of drainage swales for stormwater conveyance purposes in lieu of curb and gutter is prohibited within the Kuna city limits, unless necessary to preserve a historical drainage right that would be impeded by the swale's removal as determined by the city engineer or in areas with private streets or on a case by case basis as determined by the city engineer- see KCC 6-4-2:C.

12

S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

5-17-14: - LANDSCAPED BUFFER WIDTHS FOR PATHWAYS, WALKWAYS, BUILDINGS AND PARKING LOTS:

- A. *Pathway or pedestrian walkway—Landscape buffer requirements:* Residential and commercial development pathways and pedestrian walkways shall be ~~centered~~ in a public easement, which is at least ~~ten-fifteen (150)~~ feet in width or in a public or private right-of-way with a minimum of twenty (20) of landscaping on both sides combined. The pathway surface shall be a minimum ~~five-six (66)~~ feet in width and constructed of an impervious surface that is acceptable to the city engineer and in compliance with Americans with Disabilities Act (ADA) accessibility guidelines found in Section 504 of the Rehabilitation Act.
- B. *Greenbelt pathway—Landscape buffer requirements:* Greenbelt pathways shall be a minimum ~~ten eight (180)~~ feet wide and located within a thirty-foot wide public easement. The city council may accept a pathway that is ~~nine-six (96)~~ feet wide, upon making findings that this width is not a safety hazard, topography may preclude a wider path, and it is in the interests of the city to allow the narrower width. These pathways shall be constructed of a material in keeping with the Americans with Disabilities Act (ADA) accessibility guidelines found in Section 504 of the Rehabilitation Act. Greenbelt pathways located along waterbodies shall be placed on one side or the other of the water feature in such a fashion as to provide an uninterrupted pathway alignment and be separated from the waterbody by the installation of fencing constructed consistent with the fencing standards found in KCC 6-4-2:E. Where possible, the greenbelt pathway shall connect with other pathways.

TITLE 6 - SUBDIVISION REGULATIONS

CHAPTER 1 - GENERAL SUBDIVISION PROVISIONS
SECTION:

CHAPTER 2 - SUBDIVISION APPROVAL PROCEDURE
SECTION:

...

6-2-3: - PRELIMINARY PLAT:

Note: Subdivider and developer are intended to be interchangeable terms.

...

J. *Approval period, phased development, time extension, and expiration:*

1. A preliminary plat approval shall be valid for ~~two-three (23)~~ years from the date of approval of the findings of facts and conclusions of law by city council, unless extended as provided for herein.
2. In the event that the preliminary plat is approved in construction phases (more than one (1) phase), the subdivider shall have two (2) years to complete the plat's first phase from the time the council approves the plat's findings of fact. When the preliminary plat includes phases, each successive phase is to be completed within ~~one-three (13)~~ years of the preceding phase's recording date.

...

6-2-5: - CONDITIONS FOR ISSUANCE OF BUILDING PERMIT:

No lots shall be sold, transferred or constructed upon until the plat has been recorded in the office of the county recorder and a certified copy thereof has been returned to the city.

In addition, no building permit will be issued until the following conditions are met:

...

13

S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

G. In the event the subdivider has posted financial assurances in the form of a letter of credit or bond acceptable to the city or other government agency for the improvements listed above, then the city will allow building permits to be issued for model homes in a subdivision, so long as there are all weather surfaces to drive on and water service and hydrants have been pressure tested and are active. Certificates of occupancy would not be granted until all of the improvements listed above are completed.

...

6-3-3: - LOCATION:

Street and road location shall conform to the following:

...

G. *Cul-de-sac streets:* Cul-de-sac streets shall not be more than ~~five-seven~~ hundred (5700) feet in length and shall terminate with an adequate turnaround having a minimum radius of fifty (50) feet for right-of-way;

...

6-3-4: - SPECIFICATIONS:

A. *Street right-of-way widths:* ~~Public S~~street and road right-of-way widths shall conform to the adopted major street plan or comprehensive development plan and the rules of the state department of highways and the highway district or department having jurisdiction. Minimum right-of-way standards are as follows:

....

D. *Minimum road width:* The minimum road width within the Kuna city limits shall be thirty-~~three~~ix (336) feet back of curb to back of curb in all zoning districts. Exceptions may be considered by the council on a case-by-case basis.

...

6-3-7: - PEDESTRIAN WALKWAYS:

Right-of-way for pedestrian walkways in the middle of long blocks may be required where necessary to obtain convenient pedestrian circulation to schools, parks or shopping areas; the pedestrian easement shall be at least ~~ten~~-twenty (420) feet wide.

...

6-3-9: - BLOCKS:

Every block shall be so designed as to provide two (2) tiers of lots, except where lots back onto an arterial street, collector street, natural feature, open space, or subdivision boundary.

...

6-4-2: - REQUIRED PUBLIC IMPROVEMENTS:

...

C. *Curb and gutter:* Vertical curb and gutter shall be installed on functionally classified collector and arterial streets. The street's functionality shall be determined based on the city's adopted functionally classified roadmap. Other street classifications may feature rolled or vertical curbs, and supporting stormwater devices.

The use of drainage swales for stormwater conveyance in lieu of curb and gutter is prohibited unless ~~necessary to preserve a historical drainage right that would be impeded by the swale's removal as~~ determined by the city engineer. There shall be no mixing of irrigation drainage water and road runoff

14

S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx
S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

water. All construction shall be in accordance with Idaho Standards for Public Construction Work [ISPCW] or other standards established by the city engineer.

...

E. *Fencing:* Fencing shall be installed according to the approved fencing plan. The subdivision shall feature permanent fencing along its outer perimeter with the exception of those portions of its perimeter that feature common open space or park area accessible from the street. The fencing that is placed next to an arterial or collector road shall be punctuated with a minimum three (3) feet of parallel fencing offset, every ~~two-five hundred fifty~~ (2500) linear feet [maximum] to minimize the monotony of the fence's facade. Fences shall be a maximum six (6) feet in height (measured from the crest of the road), permanent in nature and maintenance free. Fencing shall be constructed of metal, rock or vinyl materials with an approved post hole footing. Wood and chainlink fencing is not permitted in a subdivision, except for school related purposes. The school authority may rely upon a powder coated or vinyl coated chainlink type fencing for security related purposes. Ditch or irrigation fencing shall be determined with input from the irrigation purveyor. Fencing placed along a subdivision's internal pathways shall be of a see-through type construction to minimize tunneling effects and provide for pedestrian safety. If fencing is used in combination with a landscaped berm, the fence shall be placed behind the berm, and under no circumstances, placed on the berm.

....

G. *Flag lot:* Residential subdivision flag lots shall be developed via a common private driveway access that connects with a public street. The driveway shall not extend more than one hundred fifty (150) feet from the public street right-of-way. A common [or shared] driveway shall be relied upon to access the lots contained within the flag lot configuration, with a maximum of ~~three-six~~ (36) contiguous lots contained within a flag lot. A cross-access driveway agreement qualifying the methods of common driveway care and maintenance responsibility shall be recorded with each lot of the flag lot. The pole portion of the flag lot shall front on the street a minimum thirty (30) feet. The driveway access shall be centered on the pole portion of the flag lot and designed and constructed with a minimum twenty-foot-wide curb cut to include a concrete apron. The common driveway shall be constructed of a material approved by the city engineer. The flag lot is subject to street frontage improvements. The area of the flag lot pole is exclusive of each lot's minimum square footage. Each flag lot shall meet the zoning conditions of the underlying zone. Structure(s) placed on the flag lot shall face the public street and be setback a minimum of twenty (20) feet from edge of driveway. Commercial flag lots shall be evaluated on a case by case basis.

H. *Greenbelt pathways:* Greenbelts pathways are required to be installed at developer's expense within the subdivision to: mitigate land incompatibilities that arise between the subdivision property and the adjoining highways, waterbodies, railroad rights-of-way, transmission lines and other like features; or as shown on the recreation and pathways master plan, as adopted by the city council. Greenbelt pathways are subject to design review. Subdivision plats shall show the location of greenbelt pathways. These pathways shall be a minimum ~~ten-eight~~ (108) feet wide and located within a thirty-foot wide public easement. The city council may accept a pathway that is ~~nine-six~~ (96) feet wide, upon making findings that this width is not a safety hazard, topography may preclude a wider path, and it is in the interests of the city to allow the narrower pathway width. The greenbelt pathway ~~shall~~ may feature lighting bollards at appropriate distances, and shall feature directional signage and landscape consisting of trees, bushes and other organic materials to include an irrigation source. The greenbelt pathway shall feature park benches, vistas at appropriate locations and be marked with mileage indicators for sport and safety purposes. These pathways shall be constructed of a material in keeping with the Americans with Disabilities Act (ADA) accessibility guidelines. Greenbelt pathways located along waterbodies shall be placed on one (1) side or the other of the water feature in such a fashion as to provide an uninterrupted pathway alignment and be separated from the waterbody by the installation of fencing constructed consistent with the fencing standards found in Kuna City Code subsection 6-4-2:E. If there are trees located along the waterbody, these shall be

15

S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

ROADS
Discussion
PI.

reviewed by the city forester for preservation purpose. Where possible, the greenbelt pathway shall connect with other pathways.

I. *Irrigation system:* The city engineer is authorized to establish rules, regulations and standards for pressurized irrigation systems and these systems shall comply with those standards, rules and regulations. Pressure irrigation systems shall be constructed in accordance with the specifications of the city's adopted pressure irrigation plan. The subdivider ~~is obligated to may~~ annex the subdivision's lands into the Kuna Municipal Irrigation District [KMID] at subdivider's discretion. In the event of annexation, Pressure irrigation facilities shall be constructed and dedicated to the city, in compliance with KMID standards and requirements. The irrigation system's design and functionality shall follow the requirements of the irrigation entity that will own, operate and maintain the system. Subdivisions common areas shall rely upon a nonpotable water source for all irrigation and watering purposes. ~~The subdivider shall provide an underground conduit to provide pressurized irrigation water to every lot within the subdivision.~~ Potable municipal water may ~~not~~ be used for subdivision irrigation purposes.

J. *Irrigation ditches:* The subdivision's irrigation ditches and laterals shall be tiled with the exception of major canals and natural waterways. The city engineer, in consultation with the irrigation water provider, shall determine if an irrigation ditch or lateral needs to be tiled. Irrigation conveyances shall be placed in a public or private easement. Major canals and natural waterways located within or adjacent to the development boundaries that are not tiled shall be appropriately fenced. Improvements involving the irrigation distribution system shall have the affected irrigation water provider's approval.

....

N. *Pathways:* A pathway is intended to connect people to and through a subdivision as opposed to a sidewalk that is intended to protect people from the adjoining roadway. Pathways shall be centered in a public easement and be at least ~~ten-fifteen (15)~~ ten (10) feet in width or in a public or private right-of-way with a minimum of twenty (20) of landscaping on both sides combined. The pathway surface shall be a minimum ~~five-six (56)~~ five (5) feet in width and constructed of an impervious surface that is acceptable to the city engineer and in compliance with Americans with Disabilities Act [ADA] accessibility guidelines.

....

Q. *Sidewalk:* Attached or detached sidewalks shall be constructed on both sides of the subdivision's streets except where its average street lot frontage is more than one hundred (100) feet in width. In this circumstance, a sidewalk is only required on one (1) side of the street, unless there is an overriding health or safety concern that would dictate sidewalk placement on both sides of the street. Additionally, ACHD has a minor local street section whose usage affords the placement of a sidewalk on one (1) side of the street, unless there is an overriding consideration requiring sidewalk placement on both sides of the street. Sidewalks shall be designed and built to Americans with Disabilities Act [ADA] accessibility guidelines, and in accordance with ACHD and city engineer standards and specifications. The minimum width of any city sidewalk shall be five (5) feet. Arterial or collector streets shall feature eight-foot detached sidewalks on both sides of the street frontage or five (5) feet on one side and ten (10) feet on the other side regardless of subdivision lot widths. The accompanying parking strip shall also be eight (8) feet wide and landscaped with an irrigation system. A public easement shall accompany any sidewalk placed outside a public right-of-way. The placement of a sidewalk outside the right-of-way requires city approval. Sidewalks constructed as part of a curb cut installation shall be designed to accommodate the additional loading requirements placed upon it.

....

S. *Street and alleys:* All public streets and alleys shall be constructed in accordance with the standards and specifications adopted by the City of Kuna [city], Ada County Highway District [ACHD] and Idaho Transportation Department [ITD]. Street functionality shall be determined according to the city's adopted "2030 Functional Classified Road Map". The public street right-

16
S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx;S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

of-way widths shall be according to the street typologies identified in Kuna City Code section 6-3-4. The distance separation from the edge of the street pavement to the developer's right-of-way requires a landscape treatment. For distance separation distances of less than ten (10) feet, provide a city approved landscape treatment to include a nonpotable underground irrigation source. For distance separations of greater than ten (10) feet, provide the remainder of the area separation with a rock application treatment acceptable to the city and the transportation authority. The developer shall enter into a license agreement with the transportation authority for landscape maintenance within the public right-of-way. Highway treatment applications will be determined on a case by case basis. A subdivider shall provide a nonconnecting [dead end] subdivision street, whose length is longer than ~~five-seven~~ hundred (5700) feet ~~(not including any private drives)~~, with a secondary access. If the nonconnecting street terminates in a turn around, the maximum ~~five-seven~~ hundred-foot street length is to be measured from the center point of the turn around to the point where it intersects with an intersecting street. Should the fire district approve a longer roadway length, the city may defer to their judgment. ~~The city prohibits private streets and alleys unless there is a hardship circumstance that warrants this consideration and not of the controller's making. In the limited circumstances where they are approved, p~~ Private streets and alleyways shall be owned and maintained by private individuals or entities and not by government agencies.

- T. *Street lighting:* Street lights shall be installed within the subdivision at intersections, fire hydrants, cul-de-sacs and other types of turn around, pedestrian shelters and bus stops and according to the approved lighting plan. The subdivider shall place lighting facilities a maximum spacing of ~~two hundred fiftyfour~~ hundred (250400) feet along local streets and proportionately dispersed throughout the interior and exterior of the subdivision. The street lighting shall alternate along the course of the subdivision roadways from one (1) side of the road to the other at maximum two hundred fifty foot intervals. The subdivider shall conform to street lighting standards, as adopted by resolution of the city council. Lighting facilities shall be designed and installed according to "Dark Skies" standards. Lighting facilities will be reviewed by city staff to assure they are energy efficient, and if not, the subdivider shall provide an alternative lighting product acceptable to the city. The street lighting facilities shall be of a design standard that makes them easily exchangeable with minimal replacement cost outlay.

NOTES
DISCUSSION
WATER RIGHTS
PI.

X.

Water supply system: The city engineer is authorized to establish rules, regulations and standards for water supply systems and these systems shall comply with those standards rules and regulations. Each public water supply systems shall be constructed in accordance with the specifications of the city's adopted water plan. Subdivision water supply systems shall be installed as an extension of the city's public system. Buildable subdivision lots shall have a water service capable of supplying the site with potable water in sufficient volume and pressure for domestic use, and fire protection in accordance with City Code and Kuna Fire District requirements. ~~The water rights appurtenant to a tract of land, subject to subdivision, shall be dedicated to the city in sufficient water quantities to offset the subdivision's potential water demands as determined by the city engineer. The subdivision's water rights shall not be sold, abandoned, or transferred outside the city or its area of city impact.~~ Condominium units shall have individual water meters. Planned unit development [PUD] and master planned communities require a master utility plan that addresses potable water issues. IC § 50-1326 requires all water plans to be submitted to the Idaho State Department of Environmental and Community Services or its authorized agent for approval. The city engineer, or their designate, shall serve as the Idaho State's qualified licensed professional engineer [QLPE] for purposes of reviewing the city's water plan submittals.

...

6-4-3: - FINANCIAL GUARANTEE RELATING TO COMPLETION OF SUBDIVISION IMPROVEMENTS:

...

17

S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-16-18).docx S:\Docs\M3 Acquisitions, L.L.C\Falcon Crest - Kuna\MISC\Kuna City Code - Revisions for City (5-2-18).docx

B. *Form of financial guarantee:*

...

3. Alternate forms of financial guarantee, such as performance bonds, may be acceptable at the sole discretion of the city upon a finding by the city treasurer and city engineer, the offered alternate form of financial guarantee is satisfactory.

...

C. *Method of financial guarantee:* Financial guarantees shall be submitted to and accepted by the city engineer prior to any city signatures on the final plat according to the following protocol:

...

2. The city engineer's estimated cost of the remaining work shall be determined, in part, from the detailed bids provided by the subdivider's contractors on contractor's letterhead. To the initial one hundred ten (110) percent estimated cost may be added sums for the following considerations: Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the city's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the city engineer. In no event shall the final amount be more than one hundred twenty-five (125) percent of the detailed bids provided by the subdivider.

...