



Mayor Tammy de Weerd

City Council Members:

Keith Bird, Luke Cavener, Ty Palmer, Joe Borton, Genesis Milam, Anne Little Roberts

TRANSMITTALS TO AGENCIES FOR COMMENTS ON DEVELOPMENT PROJECTS WITH THE CITY OF MERIDIAN

To ensure that your comments and recommendations will be considered by the Meridian Planning and Zoning Commission please submit your comments and recommendations to Meridian City Hall

Attn: C.Jay Coles, City Clerk, by: September 14, 2017

Transmittal Date: August 14, 2017 File No.: H-2017-0115

Hearing Date: September 21, 2017

Request: Public Hearing - Preliminary Plat approval consisting of 21 building lots & 5 common lots on 4.82 acres of land in an R-8 zoning district for Pond Subdivision

By: Schultz Development

Location of Property or Project: 2980 N. Meridian Road

- Checklist of agencies for comment: Ryan Fitzgerald (No FP), Gregory Wilson (No FP), Steven Yearsley (No FP), Treg Bernt (No FP), Rhonda McCarvel (No FP), Bill Cassinelli (No FP), Jessica Perreault (No FP), Tammy de Weerd, Mayor, City Council, Sanitary Services, Building Department, Fire Department, Police Department, City Attorney, City Public Works, City Planner, Parks Department, Economic Dev., Meridian School District, Meridian Post Office, Ada County Highway District, Ada County Development Services, Central District Health, COMPASS, Nampa Meridian Irrig. District, Settlers Irrig. District, Idaho Power Company, Qwest, Intermountain Gas Co., Idaho Transportation Dept., Ada County Ass. Land Records, Downtown Projects, Meridian Development Corp., Historical Preservation Comm., South of RR / SW Meridian, NW Pipeline, New York Irrigation District, Boise-Kuna Irrigation District, Boise Project Board of Control/Tim Page

## Hearing Date: September 21, 2017

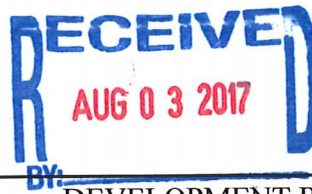
File No.: H-2017-0115

Project Name: Pond Subdivision - PP

Request: Request for a preliminary plat consisting of 21 building lots and 5 common lots on 4.82 acres of land in an R-8 zoning district, by Schultz Development.

Location: The site is located at 2980 N. Meridian Road in the NW ¼ of Section 6, Township 3N., Range 1E.

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Planning Division

DEVELOPMENT REVIEW APPLICATION

Hearing Date: 9-21-17

STAFF USE ONLY:

Project name: Pond Subdivision
File number(s): H-2017-0115
Assigned Planner: Josh Beach Related files:

Type of Review Requested (check all that apply)

- Accessory Use, Administrative Design Review, Alternative Compliance, Annexation and Zoning, Certificate of Zoning Compliance, City Council Review, Comprehensive Plan Map Amendment, Comprehensive Plan Text Amendment, Conditional Use Permit, Conditional Use Modification, Development Agreement Modification, Final Plat, Final Plat Modification, Planned Unit Development, Preliminary Plat, Private Street, Property Boundary Adjustment, Rezone, Short Plat, Time Extension, UDC Text Amendment, Vacation, Variance, Other

Applicant Information

Applicant name: Schultz Development Phone: 208 880-1695
Applicant address: PO Box 1115 Email: schultzdevelopment@yahoo.com
City: Meridian State: ID Zip: 83680

Applicant's interest in property: Own Rent Optioned Other: Manager

Owner name: Thair Pond Phone:
Owner address: 2980 N. Meridian Rd Email: thairpond@yahoo.com
City: Meridian State: ID Zip: 83642

Agent/Contact name (e.g., architect, engineer, developer, representative): Matt Schultz
Firm name: Schultz Development Phone: 880-1695
Agent address: PO Box 1115 Email: schultzdevelopment@yahoo.com
City: Meridian State: ID Zip: 83680

Primary contact is: Applicant Owner Agent/Contact

Subject Property Information

Location/street address: 2980 N. Meridian Township, range, section: 3N 1E S. 6
Assessor's parcel number(s): S1106222656 Total acreage: 4.82 Zoning district: R8

Project/subdivision name: Pond Subdivision  
 General description of proposed project/request: 21 building lots and 5 common lots on 4.82 acres in existing R8 zone  
 Proposed zoning district(s): R8  
 Acres of each zone proposed: 4.82  
 Type of use proposed (check all that apply):  
 Residential  Office  Commercial  Employment  Industrial  Other \_\_\_\_\_  
 Who will own & maintain the pressurized irrigation system in this development? NMID  
 Which irrigation district does this property lie within? NMID  
 Primary irrigation source: NMID Secondary: City  
 Square footage of landscaped areas to be irrigated (if primary or secondary point of connection is City water): 12,050 SF

**Residential Project Summary (if applicable)**

Number of residential units: 21 Number of building lots: 21  
 Number of common lots: 5 Number of other lots: 0  
 Proposed number of dwelling units (for multi-family developments only): NA  
 1 bedroom: \_\_\_\_\_ 2-3 bedrooms: \_\_\_\_\_ 4 or more bedrooms: \_\_\_\_\_  
 Minimum square footage of structure (excl. garage): 1,329 SF Maximum building height: 35'  
 Minimum property size (s.f.): 4,129 S.F. Average property size (s.f.): 6,731 SF  
 Gross density (Per UDC 11-1A-1): 4.35 DU/Az Net density (Per UDC 11-1A-1): 6.47 DU/Az  
 Acreage of qualified open space: 0.74 ac Percentage of qualified open space: 15.2% (not qual)  
 Type and calculations of qualified open space provided in acres (Per UDC 11-3G-3B): landscape buffers  
No qualified space per under 5 acres  
 Amenities provided with this development (if applicable): N/A  
 Type of dwelling(s) proposed:  Single-family Detached  Single-family Attached  Townhouse  
 Duplex  Multi-family  Vertically Integrated  Other \_\_\_\_\_

**Non-residential Project Summary (if applicable)** NA

Number of building lots: \_\_\_\_\_ Common lots: \_\_\_\_\_ Other lots: \_\_\_\_\_  
 Gross floor area proposed: \_\_\_\_\_ Existing (if applicable): \_\_\_\_\_  
 Hours of operation (days and hours): \_\_\_\_\_ Building height: \_\_\_\_\_  
 Total number of parking spaces provided: \_\_\_\_\_ Number of compact spaces provided: \_\_\_\_\_

**Authorization**

Print applicant name: Matt Schultz, Schultz Development  
 Applicant signature: [Signature] Date: 8/3/17

August 3, 2017

City of Meridian  
Planning and Zoning Commission and City Council  
c/o City of Meridian Planning Department  
33 E. Broadway Avenue  
Meridian, ID 83642

**RE: Pond Subdivision  
Preliminary Plat Application**

Dear Commissioners and City Council Members:

On behalf of Schultz Development, LLC and Berkeley Building Company, please accept this application for the Preliminary Plat for the Pond Subdivision located at 2980 N. Meridian Road, approximately 500 feet south of Ustick Road on the east side of Meridian Road. We are requesting a preliminary plat for 21 building lots and 5 common lots on 4.82 acres previously annexed into the City of Meridian in 2013.

**Site History**

This property was approved for annexation into the City of Meridian on January 22, 2013 with the Tomorrow's Hope application (AZ 12-014 and CUP 12-020) with an R-8 zoning and a development agreement (Inst. #1130019366) on 6.99 acres. The 2 acre property to the north consists of 2 assisted living houses owned and operated by the Pond Family Revocable Living Trust. The subject 4.82 acre property has a single-family residential home and 2 outbuildings that will remain on a platted lot within the proposed subdivision plat. Both properties take access from a single shared driveway out to Meridian Road.

**Surrounding Uses and Zoning**

The site is 4.82 acres excluding the right-of-way for Meridian Road under contract with ACHD to purchase for the road widening project underway adjacent to the site (see attached unrecorded deed and purchase agreement).

The site consists of 2,570 SF single family home, 2 outbuildings, and pasture. The property to the south across the Onweiler Lateral is an existing R-8 subdivision. The property across Meridian Road is zoned R-15. The property to the east is undeveloped County RUT property.

**Proposed Preliminary Plat**

In conformance with the existing R-8 zoning, the submitted preliminary plat has 21 building lots and 5 common lots on 4.82 acres for a gross density of 4.35 dwelling units per acre. The lot sizes range from 4,129 SF to 32,255 SF (House Lot) with an average size of 6,731 SF. With the existing house lot excluded from the calculations (0.74 acres), the remaining 4.08 acres has

a gross density of 4.96 dwelling units per acre and an average lot size of 5,109 SF. We are not requesting any variances or deviations from the R-8 zoning ordinance for this site.

### **Sewer and Water Service**

The Pond Subdivision will be serviced by recently installed 8-inch sewer and water mains constructed at the northwest property line at Meridian Road with adequate depth and capacity to service the site.

### **Pressure Irrigation**

Irrigation water will be provided to the site by the Nampa-Meridian Irrigation District (NMID) via the Onweiler Lateral on the south property line. We understand either an upgrade to the existing NMID regional pump station or a new pump station may be required depending on final engineering plans and NMID requirements for development. Individual pressure irrigation services will be provided to every lot in the subdivision.

### **Gravity Irrigation**

An existing private field delivery for properties to the northeast will be piped along the east boundary of the site in a 12" pipe. We are requesting a waiver for the tiling of the Onweiler Lateral due to the size of the facility and adjacent subdivisions have not tiled it. We estimate the size of the facility to be at least 48-inches if tiled.

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### **Roadways and Storm Drainage**

The site is immediately accessible to Meridian Road in the northwest corner of the site. Meridian Road widening work is currently underway adjacent to the site with a new median to be built at this location. As such, the site entrance for will be limited to Right-In, Right Out access.

The proposed interior roadway will be ACHD approved and maintained with 47 feet of right of-way and 5 foot attached sidewalks/roll curb on both sides and parking allowed on both sides of the street. The 20-foot-wide private driveway serving the easterly 5 lots is designed to meet City of Meridian Fire Department turn-around length and approach radius requirements. In addition, a 5-foot-wide landscape buffer and 6-foot-high fence will be constructed on the west side of the driveway for the full length.

Storm drainage will be mitigated by underground seepage beds and/or shallow retention basins in accordance with ACHD design criteria as designed during the final plat and development plan process.

## **Architecture**

The Pond Subdivision site has been designed to allow for a mix of 34-foot and 40-foot-wide detached houses to be constructed on 44-foot and 50-foot wide lots within the R-8 dimensional and setback standards of the City of Meridian. The homes proposed by Berkeley Building Company will be a mix of single- and two-story homes ranging in size from 1,329 SF-2,242 SF with quality elevations and materials similar to those included with the application.

## **Variances**

The site design for the Pond Subdivision exceeds the minimum requirements of the R-8 zoning ordinance and no variances are requested with this application.

## **City Council Waivers**

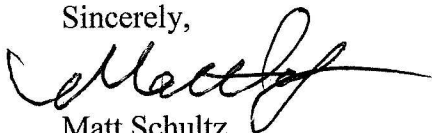
As previously mentioned, we are requesting a waiver from City Council for the Onweiler Lateral Tiling due to the facility size. The Lateral will be fenced with a 6-foot-high wrought iron fence for the full length and the 35-foot-wide ditch access easement will be maintained by the Pond Subdivision HOA.

In addition, the existing shop located north and slightly east of the front of the existing house does not meet code stating accessory dwellings are not to be constructed in front of the home. We are requesting the shop be allowed to remain since it is already existing for many years when it was constructed in the County, it is partially behind the front of the house, and it is located over 120 feet back from the public right-of-way on a large  $\frac{3}{4}$  acre lot.

## **Summary**

The proposed preliminary plat application for the Pond Subdivision carefully considered all aspects of the Meridian Zoning Ordinance, the Meridian Comprehensive Plan, site location, surrounding neighborhoods, and the housing market in Meridian to develop a high-quality residential development that exceeds the minimum development standards and provides excellent design characteristics. We respectfully request your approval of these applications.

Sincerely,



Matt Schultz  
Schultz Development LLC

**DESCRIPTION FOR  
POND SUBDIVISION**

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 6, Township 3 North, Range 1 East, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the NW corner of said Section 6 from which the West 1/4 corner of said Section 6 bears South 00°17'20" West, 2658.34 feet;

thence along the West boundary line of said Section 6 South 00°17'20" West, 569.20 feet;

thence leaving the said West boundary line South 89°33'40" East, 59.33 feet to a point on the East right-of-way line of N. Meridian Road, said point also being the **REAL POINT OF BEGINNING**;

thence continuing South 89°33'40" East, 344.99 feet;

thence North 00°26'20" East, 8.53 feet;

thence South 89°33'40" East, 75.55 feet;

thence South 00°26'20" West, 8.53 feet;

thence South 89°33'40" East, 109.73 feet;

thence South 00°17'20" West, 467.61 feet to a point on the North boundary line of Highgate Subdivision Phase 2 as filed in Book 90 of Plats at Pages 10,514 through 10,515, records of Ada County, Idaho, said point also being on the centerline of Onweiler Lateral;

thence along the said North boundary line and along the centerline of the Onweiler Lateral the following four course and distances:

thence South 80°27'38" West, 1.31 feet;

thence South 88°07'04" West, 67.45 feet;

thence North 85°38'57" West, 72.50 feet;

thence North 67°26'44" West, 49.00 feet to NE corner of Silhouette Subdivision as filed in Book 87 of Plats at Pages 9,846 and 9,847, records of Ada County, Idaho;

thence along the North boundary line of said Silhouette Subdivision and along the centerline of Onweiler Lateral the following three course and distances:

thence North 63°58'43" West, 120.07 feet;



thence 78.54 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet, a central angle of 09°00'00" and a long chord of 78.46 feet which bears North 59°28'43" West;

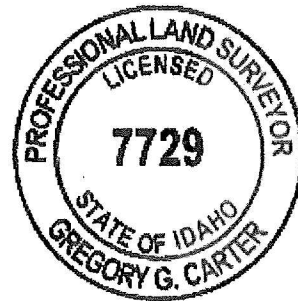
thence North 54°58'43" West, 219.84 feet to a point on the East right-of-way line of N. Meridian Road;

thence along the said East right-of-way line the following three course and distances:

thence North 01°27'21" East, 60.05 feet;

thence North 12°45'57" East, 40.79 feet;

thence North 01°27'21" East, 131.35 feet to the **REAL POINT OF BEGINNING**.  
Containing 4.82 acres, more or less.



ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 6.00 2  
BOISE IDAHO 07/13/05 04:24 PM  
DEPUTY Nikola Olson  
RECORDED - REQUEST OF  
Title One  
105094510



A0539847TR/MG

**QUITCLAIM DEED**

FOR VALUE RECEIVED, THAIR POND, as trustee of THE POND FAMILY REVOCABLE LIVING TRUST

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

**THAIR POND, AN UNMARRIED MAN**

whose current address is: 2980 N MERIDIAN RD MERIDIAN, ID 83642

the following described premises:

SEE ATTACHED EXHIBIT "A"

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


Date: JULY 8, 2005

By:   
THAIR POND, TRUSTEE

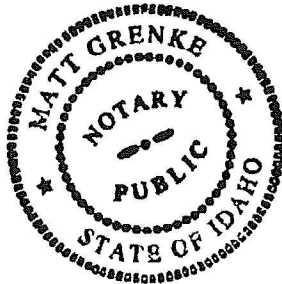
STATE OF IDAHO

COUNTY OF CANYON

ON THIS 8TH DAY OF JULY IN THE YEAR 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED THAIR POND, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AS TRUSTEE OF THE POND FAMILY REVOCABLE LIVING TRUST AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME AS TRUSTEE.

  
MATT GRENKE

RESIDING AT: NAMPA  
MY COMMISSION EXPIRES ON: 07/09/05



## EXHIBIT "A"

A parcel of land in Lot 4 of Section 6, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at the Northwest corner of said Section 6, Township 3 North, Range 1 East, a bronze cap; thence South 569.2 feet along the West boundary line of said Section 6 to a point, the REAL POINT OF BEGINNING; thence South 210.4 feet along the West boundary line of said Section 6 to a point; thence along the centerline of an irrigation ditch through the following two courses and distances; thence South 59°30' East, 469.0 feet to a point; thence South 83°34' East, 186.6 feet to a point; thence North 467.8 feet to a steel pin; thence North 89°51' West, 589.6 feet to the REAL POINT OF BEGINNING.

Project Name: Ustick Road & Meridian Road  
Project: 313039  
Name: Pond  
R/W Parcel No: 28  
T3N, R1E, Sec. 06  
APN: S1106222656

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**SALE AND PURCHASE AGREEMENT**  
(Partial Acquisition)

THIS SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into this 18th day of May, 2015, by and between **Thair Pond** ("Seller") and **Ada County Highway District** ("ACHD");

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (a) The term "ACHD" shall refer to ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho whose address is 3775 Adams Street, Garden City, Idaho 83714, and the person to contact at ACHD is Barbara Burton, whose telephone number is (208) 387-6275.
- (b) The term "Closing Date" shall mean the date that is within thirty (30) days of receipt of partial reconveyances from mortgagees of the Property, but in no case later than one year past the day, month and year first above written; provided, by written addendum signed by both parties and delivered to Closing Agent, the Closing Date may be rescheduled to such date as the parties agree. The Closing Date may also be extended, and in either event the Closing Date shall then mean such rescheduled date. Notwithstanding anything contained in this Agreement to the contrary, in the event such partial reconveyances are not received by ACHD within one year of the date of this Agreement, in lieu of Closing, ACHD shall commence a friendly condemnation action with Seller, whereby Seller and ACHD shall stipulate to the terms contained herein and in that certain Compensation Summary of even date herewith and related agreements. Such friendly condemnation shall be at ACHD's sole cost and expense, however, Seller shall be solely responsible for the costs and expenses of its own legal counsel associated with such friendly condemnation unless ACHD violates the terms contained in that Certain Compensation Summary of even date herewith, this Agreement and/or related documents. Seller shall not be liable for any costs or expenses related to or arising out of such friendly condemnation. In the event of such friendly condemnation action, the Closing Date shall be date on which such friendly condemnation action is concluded.
- (c) The term "Deed" shall mean the warranty deed attached hereto as Exhibit "A" . The Deed is hereby incorporated into this Agreement, by this reference.

Project Name: Ustick Road & Meridian Road  
Project: 313039  
Name: Pond  
R/W Parcel No: 28  
T3N, R1E, Sec. 06  
APN: S1106222656

- (d) The term "Temporary Easement" shall mean the Temporary Easement as described and/or depicted on Exhibit "A" to the Temporary Easement. The Temporary Easement is hereby incorporated into this Agreement, by this reference
- (e) The term "Hazardous Materials" shall mean any substance, material, or waste in amounts that are regulated as hazardous by any federal, state or local governmental authority.
- (f) The term "Project" shall refer to the highway improvement program being undertaken by ACHD internally known as Project Number 313039 and commonly known as the Ustick Road and Meridian Road and more particularly described in the official ACHD right of way plans dated April 15, 2014.
- (g) The term "Property" shall refer to the real property described on the Exhibit "A" attached to the Deed.
- (h) The Property is a part of a larger parcel of real property owned by Seller, and the term "Remaining Property" shall refer to the remainder of the parcel of real property which will continue to be owned by Seller after this transaction is closed, and shall include the Temporary Easement Area.
- (i) The term "Seller" refers to the above-named Seller whose telephone number is 208-384-1800.

SECTION 2. Recitals.

2.1 ACHD is a single county-wide highway district organized and existing under the laws of the state of Idaho, with the responsibility and jurisdiction and authority to acquire public right-of-way and construct and improve highways in Ada County, Idaho, and in that connection has undertaken the Project.

2.2. In lieu of condemnation and in furtherance of the Project and for the price and on the terms and conditions hereinafter set forth, ACHD desires to purchase the Property from Seller, acquire the rights of access and use of the Temporary Easement Area set forth in the Temporary Easement, and pay for any damages which may accrue to the Remaining Property and/or any eligible business located thereon by reason of its severance from the Property and the construction of the Project, and for the price and on the terms and conditions hereinafter set forth Seller is willing to sell and grant the same to ACHD and settle such damage claims, if any.

SECTION 3. Agreement to Sell and Purchase Property and Grant Temporary Easement. For the purchase price and on the terms and conditions hereinafter set forth, Seller hereby agrees to sell, grant and convey the Property and grant the rights of access and use of the Temporary Easement Area to ACHD, and ACHD hereby agrees to purchase the Property, subject to the Exceptions to Title, and acquire the rights set forth in the Temporary Easement(s) from Seller.

Project Name: Ustick Road & Meridian Road  
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SECTION 4. Damages to Remaining Property; Release and Survival. The parties agree that the purchase price set forth in Section 5 includes reimbursement for any and all damages which may accrue to the Seller's Remaining Property and/or any eligible business located thereon by reason of: (i) its severance from the Property, (ii) the Temporary Easement thereon, and (iii) the construction of the Project on the Property and Temporary Easement Area in the manner proposed by ACHD, and that this payment is in full settlement of all claims, demands and causes of action Seller may have against ACHD for such damages. Accordingly, Seller hereby forever releases, discharges and acquits ACHD from any and all actions, causes of action, claims or suits for damages, losses, expenses, attorney's fees and costs of suit which Seller shall have, or which in the future may arise, to the Seller's Remaining Property and/or any eligible business located thereon from or as a result of or by reason of or in connection with: (i) the severance of the Property from the Remaining Property, (ii) the Temporary Easement thereon, and (iii) the construction of the Project on the Property and Temporary Easement Area in the manner proposed by ACHD. Notwithstanding the foregoing, Seller may pursue any and all claims for loss, injury, death and damage caused by, arising out of or resulting from ACHD's use of the Property and Temporary Easement Area during construction, including, without limitation, attorney's fees and costs that might be incurred by Seller in pursuing any such claims. It is agreed that the provisions of this section will survive the closing under this Agreement.

SECTION 5. Purchase Price; Closing; Possession.

5.1 The purchase price to be paid by the ACHD for the Property and for the rights of access and use of the Temporary Easement Area set forth in the Temporary Easement and for any severance or business damages to the Remaining Property of Seller shall be paid/performed as follows:

- a. ACHD shall pay Seller in cash or immediately available funds, the sum of Twenty-Two Thousand Seven Hundred Ninety-Five and 79/100 Dollars **(\$22,795.79)**;
- b. In addition to the foregoing funds, and as additional consideration for the Property, ACHD hereby terminates that certain Temporary License Agreement dated May 10, 2013, by and between the Pond Family Revocable Trust and ACHD, recorded in the official records of Ada County, Idaho as Instrument No. 113055154, and hereby releases the Seller from any claims, obligations or liabilities thereunder. Upon Closing, ACHD shall record in the official records of Ada County, Idaho a notice of termination of said Temporary License Agreement, at no cost or expense to Seller;
- c. ACHD shall coordinate and facilitate efforts to obtain partial reconveyances from existing mortgagees of the Property, at no cost to Seller, and shall be responsible for reasonable mortgagee review costs and expenses. Seller agrees to assist ACHD's efforts to obtain any partial reconveyances as may be required by ACHD in good faith, at no cost to Seller. In the event ACHD is unable to obtain partial reconveyances from any existing mortgagee's of the Property within one year of the date of this Agreement, or in the event ACHD reasonably determines that mortgage review fees demanded by mortgagee's of the Property are excessive, ACHD shall commence a friendly condemnation action with Seller, whereby Seller and ACHD shall stipulate to the terms contained herein and in that certain Compensation Summary of even date herewith and related agreements. Such friendly condemnation shall be at ACHD's sole cost and expense, however, Seller shall be solely responsible for the costs and expenses of its own legal counsel associated

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- with such friendly condemnation unless ACHD violates the terms contained in this Agreement or that certain Compensation Summary of even date herewith or related agreements; and
- d. ACHD shall provide and perform all of the items set forth in that certain Compensation Summary between Seller and ACHD of even date herewith.

5.2 The closing under this Agreement shall take place at the offices of ACHD on or before the Closing Date, by the delivery to Seller of ACHD's check made payable to Seller in the amount of the purchase price in return for the delivery to ACHD of the Deed and/or the Temporary Easement, each duly executed by Seller and acknowledged in form suitable for recording. Taxes and assessments shall be prorated as of the Closing Date.

5.3 ACHD shall be entitled to possession of the Property and the Temporary Easement Area as provided in the Temporary Easement on and following the date this Agreement is executed, and upon the following terms and conditions:

(a) On and after possession, ACHD shall have full and unrestricted authority and right to enter upon the Property and the Temporary Easement Area and to make full use of the Property for any lawful purpose, including but not limited to, construction of the Project thereon.

(b) In the event that the parties are unable to close within one year from the date of this Agreement, the parties shall stipulate to a friendly condemnation action as previously described in this Agreement. ACHD shall retain full and unrestricted possession and use of the Property and the Temporary Easement Area pending commencement of such condemnation action by ACHD and issuance of an order by the court granting ACHD possession of the Property pursuant to Idaho Code § 7-721.

(c) Possession of the Property and the Temporary Easement Area by ACHD under this Section 5.3 and before the date the Deed is recorded is intended to give ACHD the right of possession, and it does not establish a landlord-tenant relationship between Seller and ACHD.

5.4 At its sole discretion, ACHD may elect to close the transaction through a title company. Notification of title closing will be given to seller in writing. ACHD shall be responsible for all title and/or escrow costs, fees and expenses, including without limitation, costs of recording, title insurance premiums, and costs of removal of any exceptions, and reasonable mortgagee review costs and expenses associated with partial releases from any applicable mortgagees.

SECTION 6. Hazardous Materials Warranty. Seller warrants that neither Seller, nor, to the knowledge of Seller, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any Hazardous Materials under, in, or about the Property. This warranty shall not be merged into the Deed and shall survive the closing under this Agreement.

SECTION 7. Remedies for Default. In the event of the failure or neglect by either party in the performance required under this Agreement, the other party shall have all the remedies available under the laws of the state of Idaho for breach of a contract, including the remedy of specific performance.

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SECTION 8. Attorneys' Fees. In any action arising under this Agreement, the unsuccessful party therein agrees to reimburse the prevailing party for its reasonable attorneys' fees expended or incurred in connection therewith and in connection with any appeal, and the same may be included in the judgment.

SECTION 9. Incorporation of Exhibits. It is agreed that all exhibits or other documents related to or referenced in this Agreement are incorporated by reference and made a part of the terms, provisions and covenants of this Agreement.

SECTION 10. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, provided no assignment of their respective rights and obligations hereunder shall be made by either party without the written consent of the other.

SECTION 11. Time of Essence. Time is of the essence of this Agreement.

SECTION 12. Entire Agreement. This Agreement and the Exhibits or other documents referenced in this Agreement constitute the entire understanding between the parties with respect to this transaction, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

SECTION 13. Counterparts. This Agreement shall be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

SECTION 14. Warranty of Authority to Execute.

14.1 The person(s) executing this Agreement on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD, and that upon execution of this Agreement on behalf of ACHD, the same is binding upon, and shall inure to the benefit of, ACHD.

14.2 If Seller is not a natural person, the person(s) executing the Agreement on behalf of Seller represent(s) and warrant(s) due authorization to do so on behalf of Seller, and that upon execution of this Agreement on behalf of Seller, the same is binding upon, and shall inure to the benefit, of Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.



Project Name: Ustick Road & Meridian Road  
Project: 313039  
Name: Pond  
R/W Parcel No: 28  
T3N, R1E, Sec. 06  
APN: S1106222656

SELLER:



Thair Pond, an unmarried man

ADA COUNTY HIGHWAY DISTRICT:



David Serdar  
Right-of-Way Supervisor



David Wallace  
Deputy Director, Planning and Project Management

Project Name: Ustick Road & Meridian Road  
Project: 313039  
Name: Pond  
R/W Parcel No: 28  
T3N, R1E, Sec. 06  
APN: S1106222656

---

(Reserved for Ada County Recorder)

## WARRANTY DEED

THIS WARRANTY DEED, made this 18th day of May, 2015, by and between, **Thair Pond**, an unmarried man, the "GRANTOR", and **Ada County Highway District**, a body politic and corporate of the State of Idaho, the "GRANTEE";

### WITNESSETH:

FOR VALUE RECEIVED, the GRANTOR has granted, conveyed, bargained and sold, and does hereby grant, bargain, sell, convey and confirm to the GRANTEE and its successors and assigns forever, that certain real property situated in the COUNTY OF ADA, STATE OF IDAHO, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof,

TOGETHER with all and singular the buildings, structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof (the "Premises").

SUBJECT TO all matters of record and that a physical inspection or ALTA survey would disclose and those made, suffered or done by the GRANTEE.

Subject to the foregoing, (a) the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Premises; and (b) the GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of said Premises in fee simple and has the right and authority to convey the same to GRANTEE, and GRANTOR will defend the GRANTEE's title from all lawful claims whatsoever.

The current address of the GRANTEE is:

Ada County Highway District  
3775 Adams Street  
Garden City, Idaho 83714-6499

*JP*



ACHD Project: Ustick Road and Meridian Road  
ACHD Project No.: 313039  
Owner of Record: Thair Pond  
Ada Co. Parcel No. : S1106222656  
S.6, T.3 N., R.1 E., B.M.

# EXHIBIT A

## Parcel 28 Right-of-Way Requirement A

A parcel of land situated in Government Lot 4 of Section 6, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and being a portion of the Parcel described in Quitclaim Deed recorded as Instrument Number 105094510 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found aluminum cap marking the northwest corner of said Government Lot 4 of Section 6 from which a 5/8" rebar marking the southwest corner of Government Lot 5 of said Section 6 bears S 0°17'06" W a distance of 2658.38 feet;

Thence along the west line of said Government Lot 4, S 0°17'06" W a distance of 569.20 feet (formerly South, 569.2') to the northwest corner of said Parcel and the POINT OF BEGINNING.

Thence continuing S 0°17'06" W a distance of 210.40 feet (formerly South, 210.4') along said west line to the southwest corner of said Parcel;

Thence leaving said west line, S 59°12'54" E a distance of 50.52 feet (formerly S 59°30' E) along the southerly boundary of said Parcel to a point;

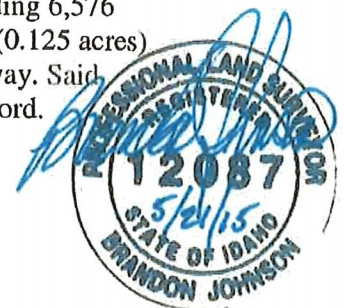
Thence leaving said southerly boundary, N 1°27'07" E a distance of 65.10 feet to a point;

Thence N 12°45'43" E a distance of 40.79 feet to a point;

Thence N 1°27'07" E a distance of 131.00 feet to the northerly boundary of said Parcel;

Thence N 89°33'54" W a distance of 56.33 feet (formerly N 89°51' W) along said northerly boundary to the POINT OF BEGINNING.

Said described Parcel contains 11,488 square feet (0.264 acres) including 6,576 square feet (0.151 acres) of existing right-of-way of which 5,443 square feet (0.125 acres) is by prescriptive use and 1,133 square feet (0.026 acres) is deeded right-of-way. Said described parcel being subject to covenants, easements and restrictions of record.



# EXHIBIT A

ACHD Project: Ustick Road and Meridian Road  
ACHD Project No.: 313039  
Owner of Record: Thair Pond  
Ada Co. Parcel No. : S1106222656  
S.6, T.3 N., R.1 E., B.M.

## Parcel 28 Right of Way Requirement B

A parcel of land situated in Government Lot 4 of Section 6, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and being a portion of the Parcel described in Quitclaim Deed recorded as Instrument Number 105094510 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found aluminum cap marking the northwest corner of said Government Lot 4 of Section 6 from which a 5/8" rebar marking the southwest corner of Government Lot 5 of said Section 6 bears S 0°17'06" W a distance of 2658.38 feet;

Thence along the west line of said Government Lot 4, S 0°17'06" W a distance of 569.20 feet (formerly South, 569.2') to the northwest corner of said Parcel;

Thence leaving said west line, S 89°33'54" E a distance of 56.33 feet (formerly S 89°51' E) along the northerly boundary of said Parcel to the POINT OF BEGINNING.

Thence continuing S 89°33'54" E a distance of 3.00 feet along said northerly boundary to a point;

Thence leaving said northerly boundary, S 1°27'07" W a distance of 131.35 feet to a point;

Thence S 12°45'43" W a distance of 40.79 feet to a point;

Thence S 1°27'07" W a distance of 66.49 feet to a point to southerly boundary of said Parcel;

Thence N 59°12'54" W a distance of 3.44 feet (formerly N 59°30' W) along said southerly boundary to a point;

(Description continues on Page 2)

# EXHIBIT A

Page 2, continued

ACHD Project: Ustick Road and Meridian Road  
ACHD Project No.: 313039  
Owner of Record: Thair Pond  
Ada Co. Parcel No. : S1106222656  
S.6, T.3 N., R.1 E., B.M.

## Parcel 28 Right of Way Requirement B

Thence leaving said southerly boundary, N 1°27'07" E a distance of 65.10 feet to a point;

Thence N 12°45'43" E a distance of 40.79 feet to a point;

Thence N 1°27'07" E a distance of 131.00 feet to the POINT OF BEGINNING.

Said described Parcel contains 713 square feet (0.016 acres).



# EXHIBIT A

## PARCEL 28

USTICK ROAD AND MERIDIAN ROAD

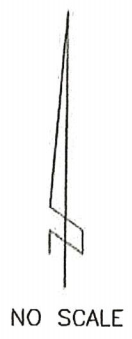
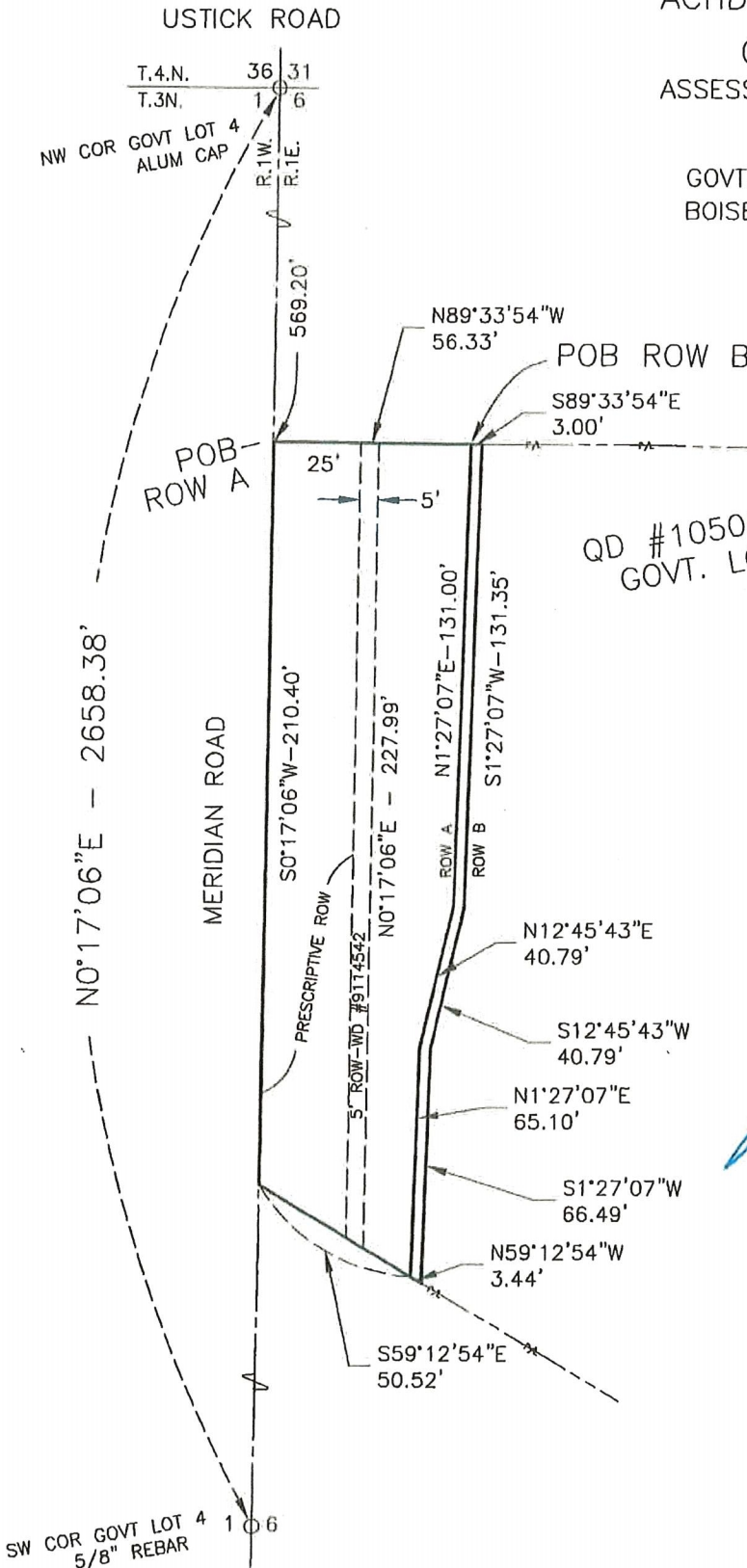
ACHD PROJECT NO.: 313039

OWNER: THAIR POND

ASSESSOR PARCEL # S1106222656

LOCATED IN:

GOVT. LOT 4, S.6, T.3 N., R.1 E.,  
BOISE MERIDIAN, ADA CO., IDAHO



ROW A REQD. = 11,488 SF (0.264 AC.)

EXIST ROW. = 6,576 SF (0.051 AC.)

( EXISTING ROW INCLUDES:  
5,443 SF = PRESCRIPTIVE ROW  
1,133 SF = ROW WD #9114542 )

ROW B REQD. = 713 SF (0.016 AC.)



**ADA COUNTY  
HIGHWAY DISTRICT**

3775 ADAMS STREET  
GARDEN CITY, IDAHO 83714

SURVEY SECTION  
208-387-6245  
MAY 2015





**AFFIDAVIT OF LEGAL INTEREST**

STATE OF IDAHO )  
 )  
COUNTY OF ADA )

I, Pond Family Revocable Living Trust  
(name) (address)  
\_\_\_\_\_  
(city) (state)

being first duly sworn upon, oath, depose and say:

- 1. That I am the record owner of the property described on the attached, and I grant my permission to:

Schutz Development P.O. Box 1115 Meridian ID 83680  
(name) (address)

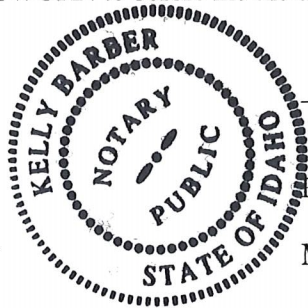
to submit the accompanying application(s) pertaining to that property.

- 2. I agree to indemnify, defend and hold the City of Meridian and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
- 3. I hereby grant permission to City of Meridian staff to enter the subject property for the purpose of site inspections related to processing said application(s).

Dated this 24 day of July, 20 17

[Signature]  
(Signature)

SUBSCRIBED AND SWORN to before me the day and year first above written.



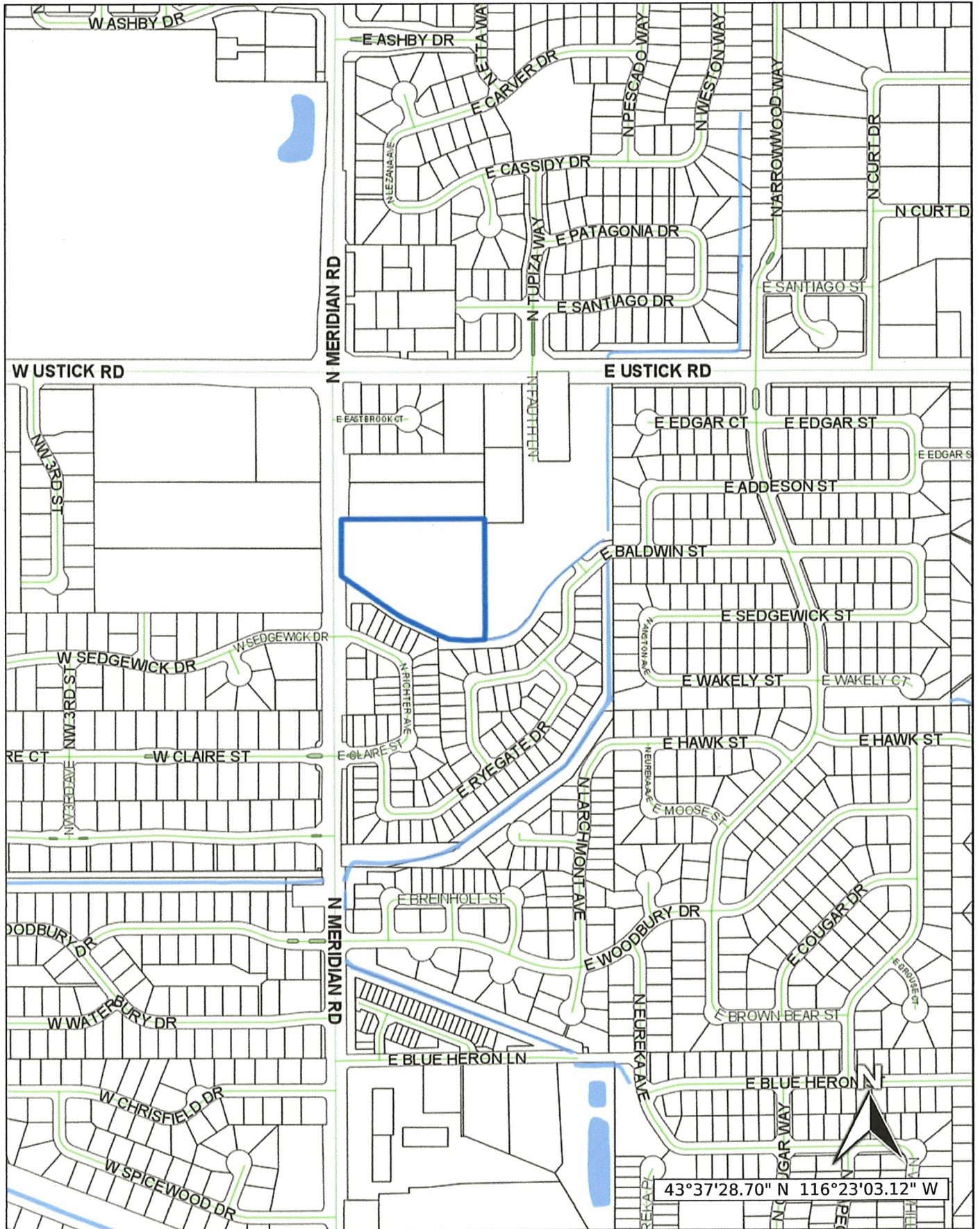
[Signature]  
(Notary Public for Idaho)

Residing at: 1655 Fairview Ave Boise Idh

My Commission Expires: 5/25/2018

# Vicinity Map

## Pond Property



# CITY OF MERIDIAN

## PRE-APPLICATION MEETING NOTES

Project/Subdivision Name: Pool Subdivision Date: 8-1-17  
 Applicant(s)/Contact(s): Matt Schwitz  
 City Staff: Tom, Josh, Bill  
 Location: \_\_\_\_\_ Size of Property: 4.7 acres  
 Comprehensive Plan FLUM Designation: \_\_\_\_\_  
 Design Guidelines Development Context:  Urban  Urban/Suburban  Suburban  Rural  
 Existing Use: vacant Existing Zoning: R-8  
 Proposed Use: vacant Proposed Zoning: R-8  
 Surrounding Uses: residential/commercial  
 Street Buffer(s) and/or Land Use Buffer(s): \_\_\_\_\_  
 Open Space/Amenities/Pathways: \_\_\_\_\_  
 Access/Stub Streets/Street System: Stub to the east ad to Meridian Road.  
 Sewer & Water Service: \_\_\_\_\_  
 Waterways/ Floodplain/Topography/Hazards: \_\_\_\_\_  
 History: \_\_\_\_\_

Additional Meeting Notes:  
 \* Landscape the area along the canal and place in common lot.  
 \* 25 foot landscape buffer along Meridian Road.  
 \* The accessory shed doesn't meet code. Either remove it or ask for a waiver.  
 \* The existing house will need a new address.  
 \* You'll need a waiver to not file the ditch, or to not landscape it.

*Note: A Traffic Impact Study (TIS) will be required by ACHD for large commercial projects and any residential development with over 100 units. To avoid unnecessary delays & expedite the hearing process, applicants are encouraged to submit the TIS to ACHD prior to submitting their application to the City. Not having ACHD comments and/or conditions on large projects may delay hearing(s) at the City. Please contact Mindy Wallace at 387-6178 or Christy Little at 387-6144 at ACHD for information in regard to a TIS, conditions, impact fees and process.*

**Other Agencies/Departments to Contact:**

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Ada County Highway Dist. (ACHD) | <input type="checkbox"/> Nampa Meridian Irrigation Dist. (NMID) | <input type="checkbox"/> Public Works Department |
| <input type="checkbox"/> Idaho Transportation Dept. (ITD)           | <input type="checkbox"/> Settler's Irrigation District          | <input type="checkbox"/> Building Department     |
| <input type="checkbox"/> Republic Services                          | <input type="checkbox"/> Police Department                      | <input type="checkbox"/> Parks Department        |
| <input type="checkbox"/> Central District Health Department         | <input type="checkbox"/> Fire Department                        | <input type="checkbox"/> Other: _____            |

**Application(s) Required:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Administrative Design Review        | <input type="checkbox"/> Conditional Use Permit Modification/Transfer | <input type="checkbox"/> Rezone                   |
| <input type="checkbox"/> Alternative Compliance              | <input type="checkbox"/> Development Agreement Modification           | <input type="checkbox"/> Short Plat               |
| <input type="checkbox"/> Annexation                          | <input type="checkbox"/> Final Plat                                   | <input type="checkbox"/> Time Extension – Council |
| <input type="checkbox"/> City Council Review                 | <input type="checkbox"/> Final Plat Modification                      | <input type="checkbox"/> UDC Text Amendment       |
| <input type="checkbox"/> Comprehensive Plan Amendment – Map  | <input type="checkbox"/> Planned Unit Development                     | <input type="checkbox"/> Vacation                 |
| <input type="checkbox"/> Comprehensive Plan Amendment – Text | <input checked="" type="checkbox"/> Preliminary Plat                  | <input type="checkbox"/> Variance                 |
| <input type="checkbox"/> Conditional Use Permit              | <input type="checkbox"/> Private Street                               | <input type="checkbox"/> Other                    |

**Notes:** 1) Applicants are required to hold a neighborhood meeting in accord with UDC 11-5A-5C prior to submittal of an application requiring a public hearing (except for a vacation or short plat); and 2) All applicants for permits requiring a public hearing shall post the site with a public hearing notice in accord with UDC 11-5A-5D.3 (except for UDC text amendments, Comp Plan text amendments, and vacations). The information provided during this meeting is based on current UDC requirements and the Comprehensive Plan. Any subsequent changes to the UDC and/or Comp Plan may affect your submittal and/or application. This pre-application meeting shall be valid for four (4) months.

**NEIGHBORHOOD MEETING**  
**POND SUBDIVISION – PRELIMINARY PLAT**  
**4.85 ACRES AT 2980 N. MERIDIAN ROAD**  
**MERIDIAN POLICE STATION, CONFERENCE ROOM**  
**AUGUST 1, 2017 at 6:00 PM**

	<u>Name</u>	<u>Address</u>	<u>Phone #</u>
1.	Matt Schultz	PO BOX 1115	
2.	Manuel Garza & KATHRYN GARZA		
3.	Don Falvey		
4.	Yancy Hymes		
5.			
6.			
7.			
8.			
9.			
10.			

## COMMITMENT OF PROPERTY POSTING

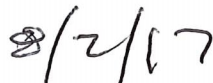
Per Unified Development Code (UDC) 11-5A-5D, the applicant for all applications requiring a public hearing (except for a UDC text amendment, a Comprehensive Plan text amendment and/or vacations) shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice of the application(s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign(s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

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

I am aware of the above requirements and will comply with the posting requirements as stated in UDC 11-5A-5.

  
Applicant/agent signature

  
Date



Community Development  
Department

Meridian City Hall, Suite 102  
33 E. Broadway Avenue  
Meridian, Idaho 83642  
208.887.2211

### Parcel Verification

Date: 7/10/17

The parcel information below has been researched and verified as correct by the City of Meridian Community Development Department.

Project Name: **Pond PBA**

Parcel Numbers: **S1106222656 (5.17 Acres)**  
**S1106222635 (1.714 Acres)**

BEFORE ACCTD  
TAKE  
NET 4.82 AC

T/R/S: **3N 1E 06**

Property Owners: **Thair Pond**  
**2980 N. Meridian Rd.**  
**Meridian, ID 83646**

(1<sup>st</sup> parcel listed) ✱

**Pond Family Revocable Living Trust (2<sup>nd</sup> parcel listed)**  
**1655 W. Fairview Ave. #100**  
**Boise, ID 83702**



Subject: Pond Subdivision Name Reservation

---

From: subnamemail@adaweb.net  
To: schultzdevelopment@yahoo.com; gcarter@idahosurvey.com  
Date: Wednesday, June 28, 2017, 5:42:16 PM MDT

---

June 28, 2017

Greg Carter, Idaho Survey Group  
Matt Schultz, Schultz Development LLC

RE: Subdivision Name Reservation: **POND SUBDIVISION**

At your request, I will reserve the name **Pond Subdivision** for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,



**Jerry L. Hastings, PLS 5359**

**County Surveyor**

**Deputy Clerk Recorder**

**Ada County Development Services**  
200 W. Front St., Boise, ID 83702  
(208) 287-7912 office  
(208) 287-7909 fax

---

**From:** Matt Schultz [<mailto:schultzdevelopment@yahoo.com>]  
**Sent:** Wednesday, June 14, 2017 9:49 AM  
**To:** Sub Name Mail  
**Cc:** Greg Carter  
**Subject:** [EXTERNAL] Pond Subdivision

Please reserve the name "Pond Subdivision" for the 5 acre property at 2980 N. Meridian Road....S1106222656...owned by Thair Pond. Greg Carter is the surveyor

thank you

**Matt Schultz**  
**Schultz Development LLC**  
**(208) 880-1695**



Mr. Matt Schultz  
Schultz Development  
Post Office Box 1115  
Meridian, Idaho 83680

August 3, 2017  
Page 1 of 1  
File #17011-A

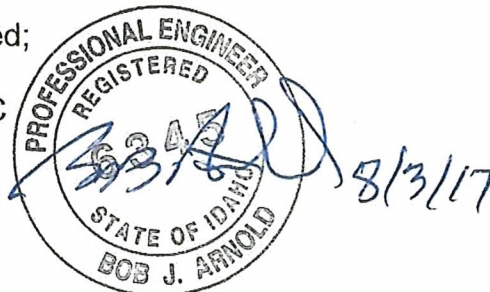
Re: Groundwater Research  
Pond Property  
2890 North Meridian Road  
Meridian, Idaho

Matt:

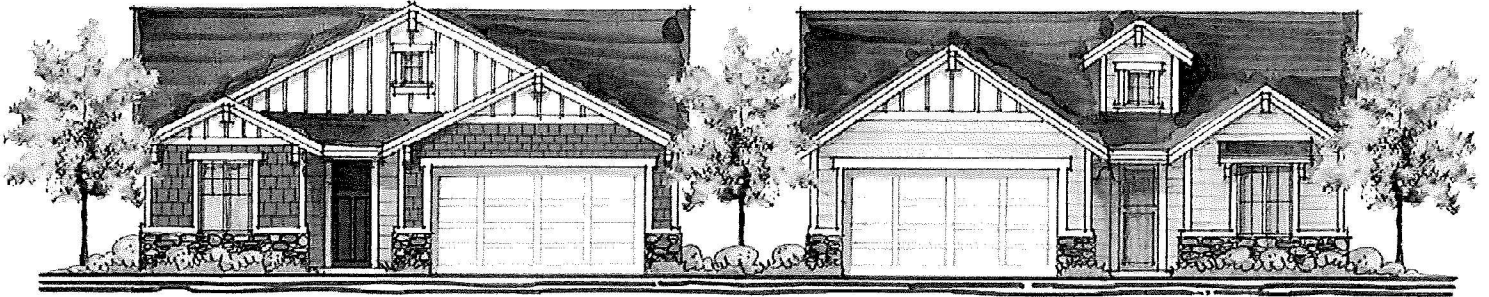
As per your request, on June 2, 1017, SITE excavated three test pits on the referenced property. This project consists of a single parcel (#S1106222656) located on the east side of Meridian Road, just south of Ustick Road in Meridian, Idaho. An address of 2890 North Meridian Road was provided for the subject property. Our onsite test pits reveal the groundwater is 7-8 feet below the ground surface. This matches well with recent well data generated by SITE at the Maddyn Homes project at 2975 & 3001 North Meridian Road. On this property, groundwater in the six-onsite wells averaged 8.0 feet below grade on May 23, 2017. Based upon observed conditions on the subject property and another project directly across Meridian Road, it is safe to assume that groundwater is 7-8 feet below grade on the subject property. Based upon this depth to groundwater and the observed soil conditions, construction of the proposed residential subdivision is feasible.

We look forward to assisting with your geotechnical needs as this project proceeds to the design phase. A complete geotechnical recommendation report will be prepared as soon as the labwork is completed and your proposed layout is confirmed. Should you have any questions or require additional information, please contact our office at your convenience.

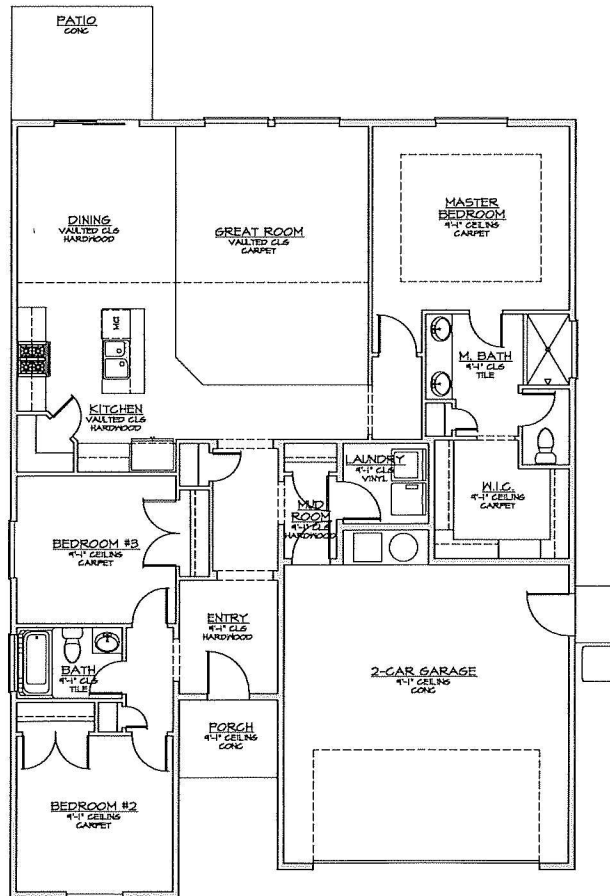
Respectfully submitted;  
Bob J. Arnold, PE  
SITE Consulting, LLC



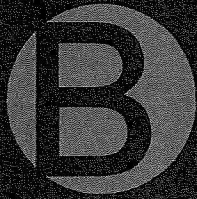




⬜ :: VILLAGE LOT PLAN



\*Plans and specifications are subject to change buyer to verify all. # RCE-26021



**BERKELEY**  
BUILDING CO.

**THE CAMDEN**

- 1612 Square Feet
- Single Level
- 3 Bedrooms
- 2 Bathrooms
- 2 Car Garage



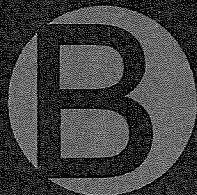
[WWW.BERKELEYBUILDINGCO.COM](http://WWW.BERKELEYBUILDINGCO.COM)

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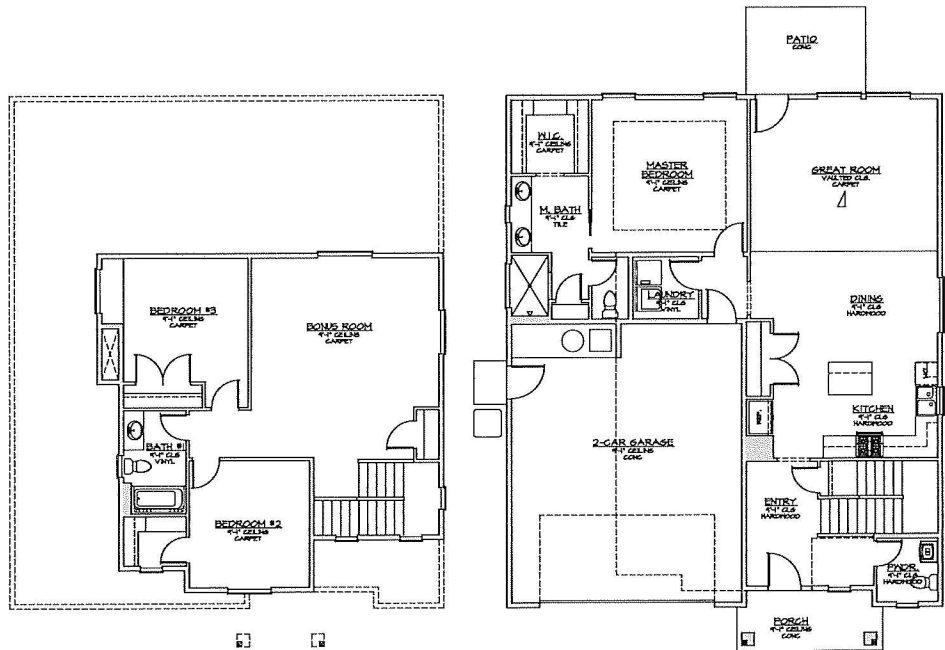
■ :: VILLAGE LOT PLAN



**BERKELEY**  
BUILDING CO.

## THE CHELSEA

2117 Square Feet  
Master-on-Main, 2 Story  
3 Bedrooms  
2.5 Bathrooms  
Bonus Room/Loft  
2 Car Garage



\*Plans and specifications are subject to change buyer to verify all. # RCE-26021



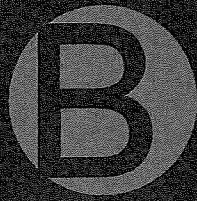
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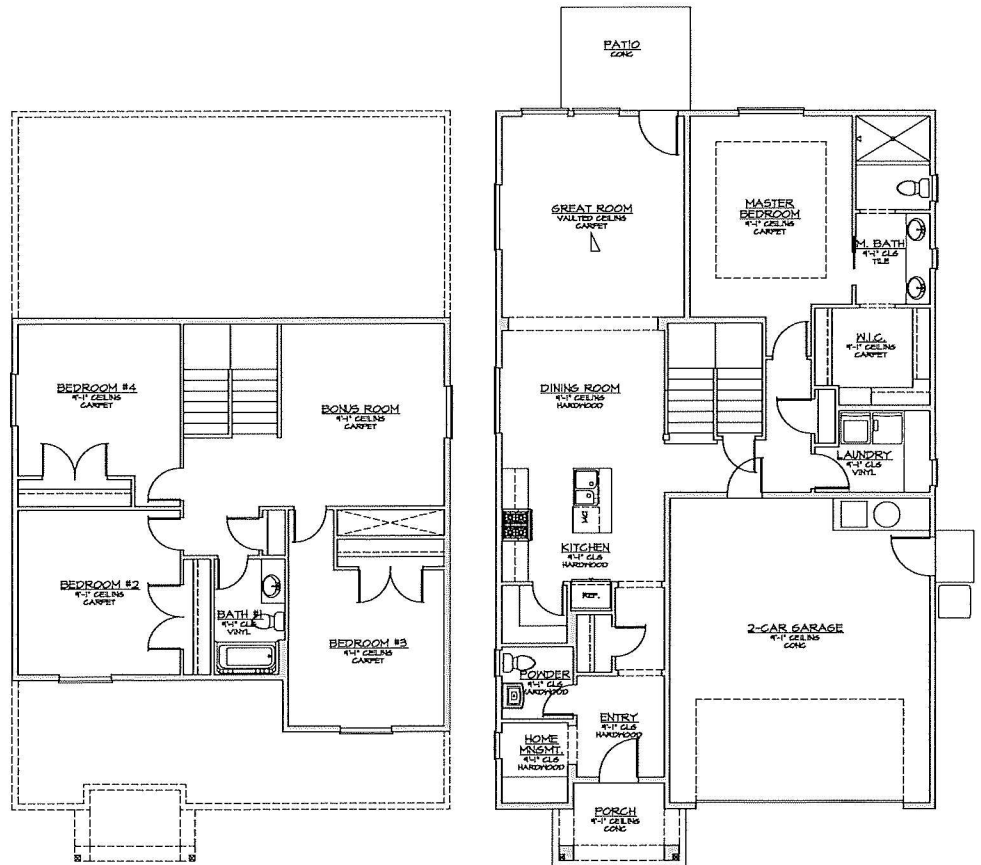
:: GARDEN LOT PLAN



**BERKELEY**  
BUILDING CO.

**THE CAMBRIDGE**

Master-on-Main, 2 Story  
2242 Square Feet  
4 Bedrooms  
2.5 Bathrooms  
Bonus Room  
Home Management Center  
2 Car Garage



\*Plans and specifications are subject to change buyer to verify all. # RCE-26021



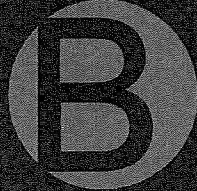
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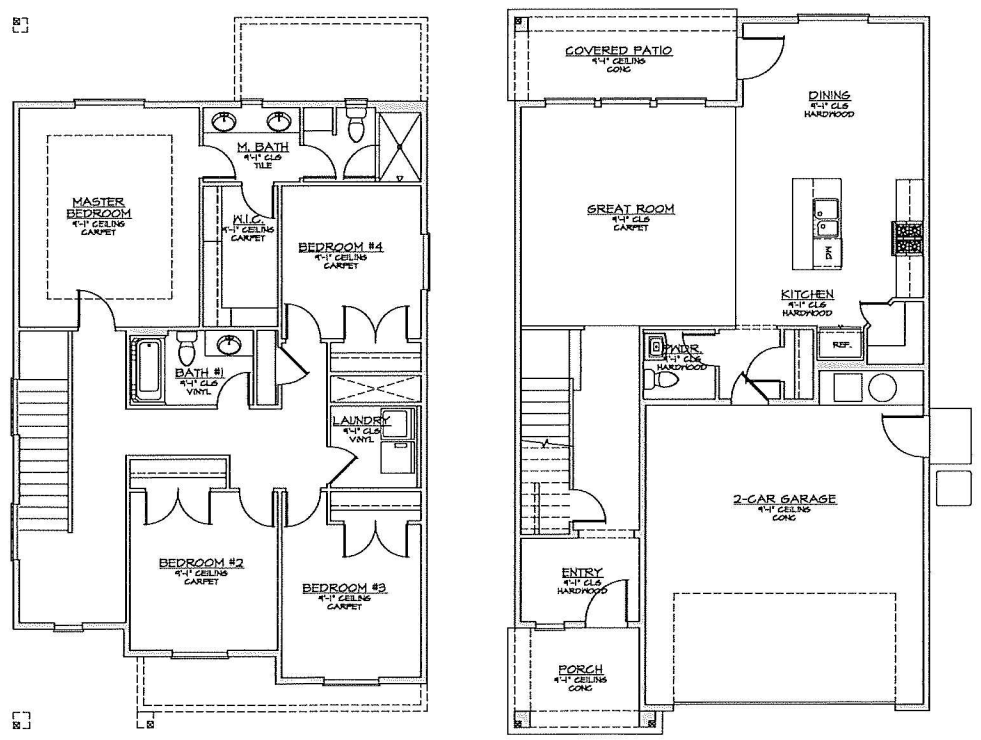
:: GARDEN LOT PLAN



**BERKELEY**  
BUILDING CO.

**THE OXFORD**

2044 Square Feet  
Two Story  
4 Bedrooms  
2.5 Bathrooms  
2 Car Garage



\*Plans and specifications are subject to change buyer to verify all. # RCE-26021



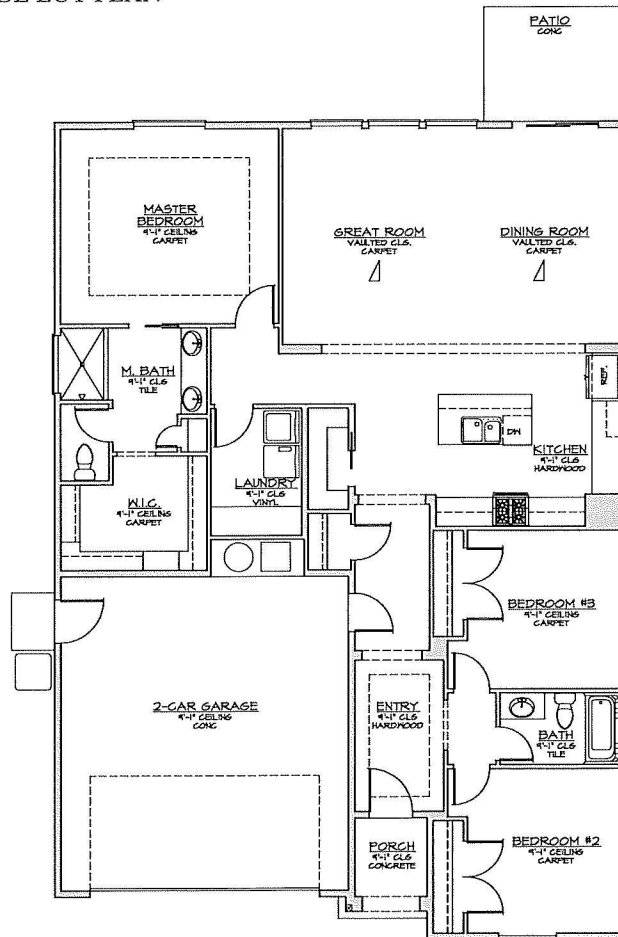
**WWW.BERKELEYBUILDINGCO.COM**

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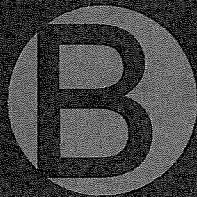




:: VILLAGE LOT PLAN



\*Plans and specifications are subject to change buyer to verify all. # RCE-26021



**BERKELEY**  
BUILDING CO.

**THE BRISTOL**

- 1713 Square Feet
- Single Level
- 3 Bedrooms
- 2 Bathrooms
- 2 Car Garage



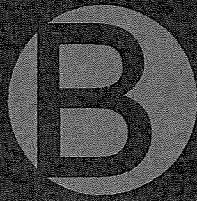
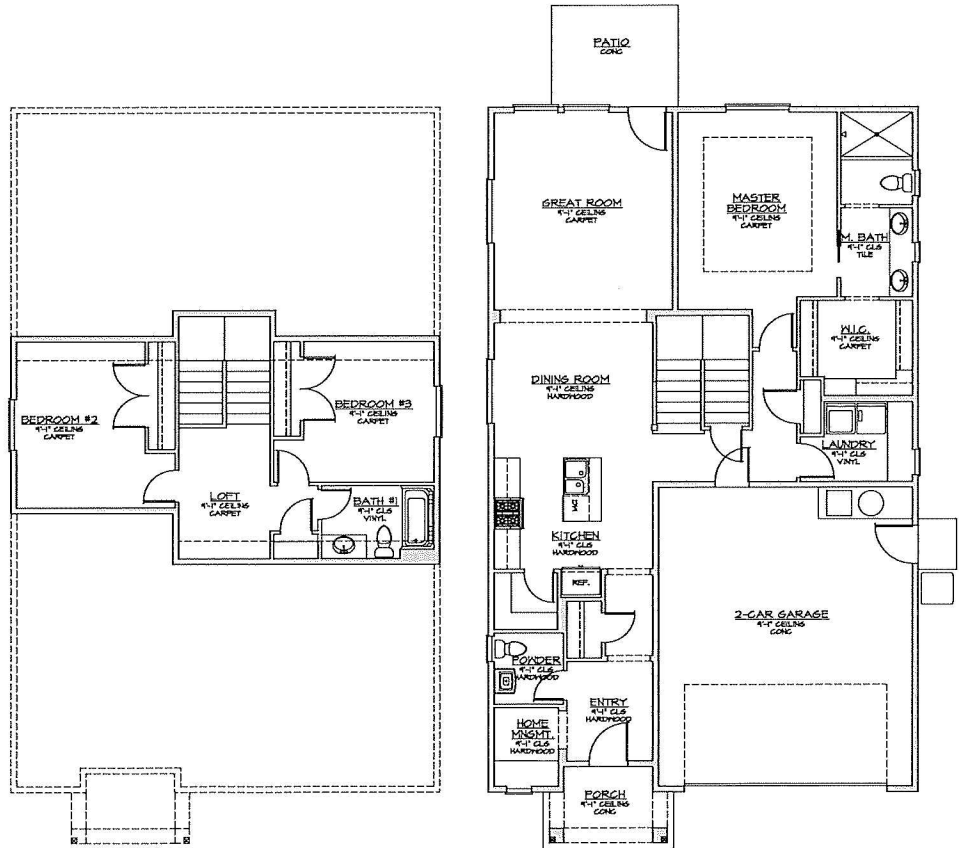
**WWW.BERKELEYBUILDINGCO.COM**

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⌘ GARDEN LOT PLAN



**BERKELEY  
BUILDING CO.**

## THE DURHAM

Master-on-Main, 2 Story  
 1827 Square Feet  
 3 Bedrooms  
 2.5 Bathrooms  
 Loft  
 Home Management Center  
 2 Car Garage

\*Plans and specifications are subject to change buyer to verify all. # RCE-26021



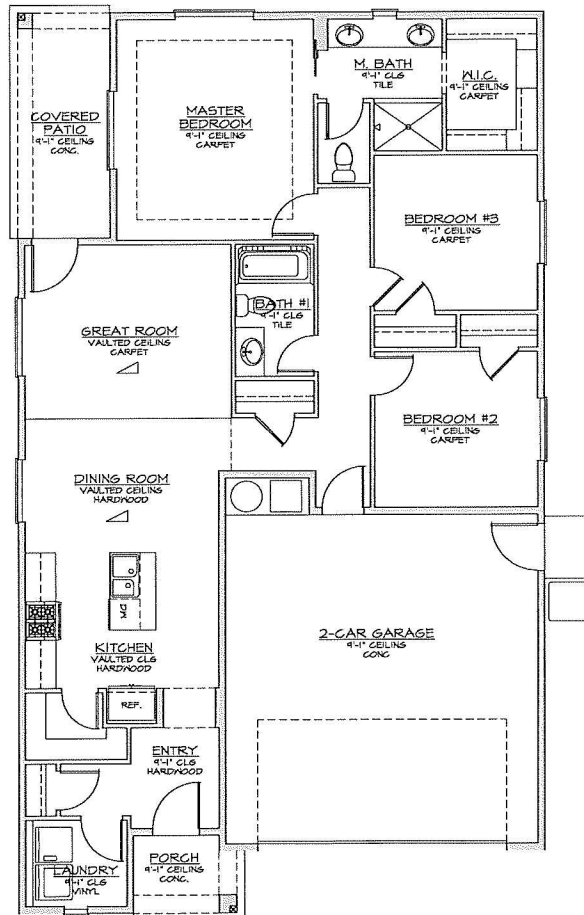
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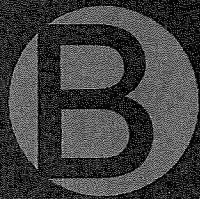




:: GARDEN LOT PLAN



\*Plans and specifications are subject to change buyer to verify all. # RCE-26021



**BERKELEY**  
BUILDING CO.

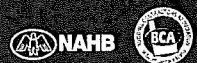
**THE HAMPSTEAD**

1329 Square Feet  
Single Level  
3 Bedroom  
2 Bathroom  
2 Car Garage



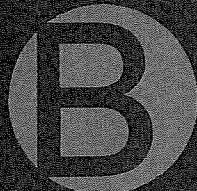
[WWW.BERKELEYBUILDINGCO.COM](http://WWW.BERKELEYBUILDINGCO.COM)

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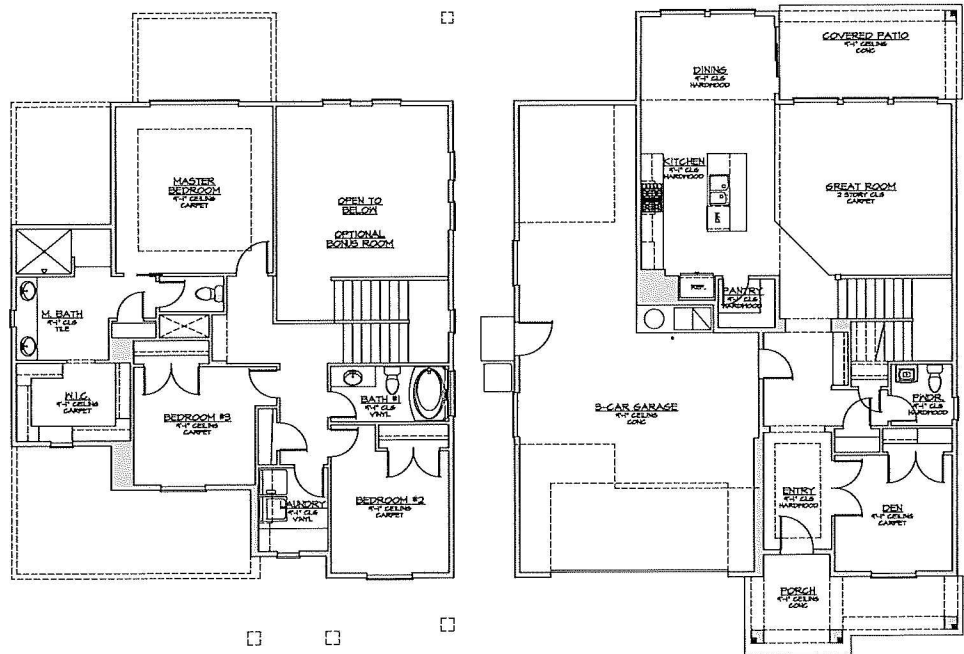
∴ VILLAGE LOT PLAN



**BERKELEY**  
BUILDING CO.

**THE HUDSON**

2119 Square Feet  
2-Story Great Room  
3 Bedroom  
2.5 Bathroom  
Den  
3 Car Tandem Garage



\*Plans and specifications are subject to change buyer to verify all. # RCE-26021



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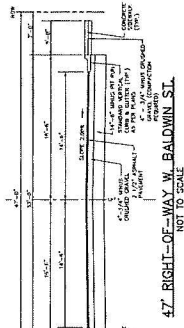
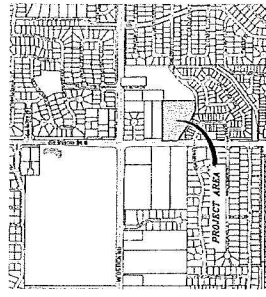
# LOT FIT EXHIBIT

1"=40'



BALDWIN ST.

9

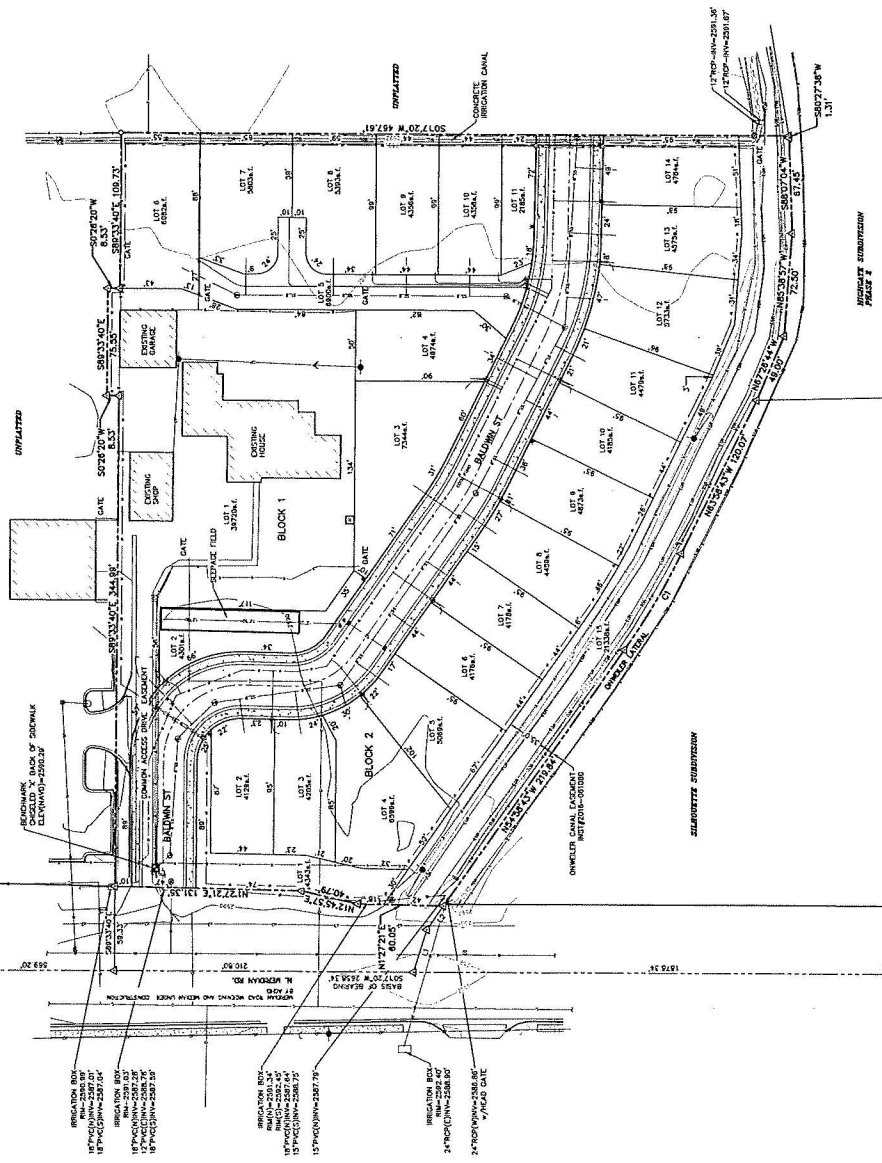


47' RIGHT-OF-WAY W. BALDWIN ST.  
NOT TO SCALE

SCALE: 1" = 40'

USTDAK ROAD  
T.4N, R.1E, B.1A  
51 56

T.4N, R.1E, B.1A  
51 56



**PROPERTY OWNER**  
THUR POND  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**PROPERTY ADDRESS**  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**DEVELOPER/APPLICANT**  
MATT SCHULTZ  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**ENGINEER**  
MATT SCHULTZ  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**SURVEYOR**  
MATT SCHULTZ  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**R-5 ZONING (MIDLAND)**  
MATT SCHULTZ  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**DEVELOPMENT FEATURES**  
MATT SCHULTZ  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**NOTES**  
MATT SCHULTZ  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**LEGEND**  
MATT SCHULTZ  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**UTILITY WARNING**  
MATT SCHULTZ  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**IRREGULAR SUBDIVISION**  
MATT SCHULTZ  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**PRELIMINARY PLAT**  
MATT SCHULTZ  
1485 E. WATERTOWER ST.  
MIDLAND, ID 83644

**LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 6,  
T.3N., R.1E., B.M., ADA COUNTY, IDAHO**

**DRAWN: CCAR**

**DATE: 8/2/2017**

**CHECKED: CCAR**

**DATE: 8/2/2017**

**JOB NO. 17-062**

**SHEET NO. 1**

**IDAHO SURVEY GROUP, P.C.**

**1485 E. WATERTOWER ST.  
SUITE 100  
MIDLAND, IDAHO 83642  
PH (208) 846-6570  
FAX (208) 884-5380**

**IRREGULAR SUBDIVISION**

**PRELIMINARY PLAT**

**LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 6,  
T.3N., R.1E., B.M., ADA COUNTY, IDAHO**

**UTILITY WARNING**  
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND SHOULD NOT BE CONSIDERED AS GUARANTEED. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES IN THE AREA. OTHER UTILITIES NOT SHOWN ARE THE RESPONSIBILITY OF THE USER. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES IN THE AREA. OTHER UTILITIES NOT SHOWN ARE THE RESPONSIBILITY OF THE USER. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES IN THE AREA. OTHER UTILITIES NOT SHOWN ARE THE RESPONSIBILITY OF THE USER.

**IRREGULAR SUBDIVISION**  
THIS DOCUMENT IS THE PROPERTY OF IDAHO SURVEY GROUP, P.C. AND IS NOT 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 IDAHO SURVEY GROUP, P.C.





### LANDSCAPE AREA PREPARATION NOTES:

1. LIFT TOP SURFACE PREPARATION TO A MINIMUM OF 4 INCHES ABOVE FINISH GRADE. EXISTING SOIL TO BE REMOVED TO A DEPTH OF 12 INCHES IN BARE AREAS AND 6 INCHES AT GRASS LOCATIONS. EXISTING SOIL TO BE REMOVED TO A DEPTH OF 12 INCHES IN BARE AREAS AND 6 INCHES AT GRASS LOCATIONS. EXISTING SOIL TO BE REMOVED TO A DEPTH OF 12 INCHES IN BARE AREAS AND 6 INCHES AT GRASS LOCATIONS.
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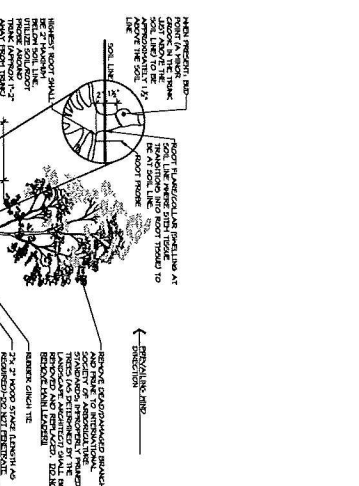
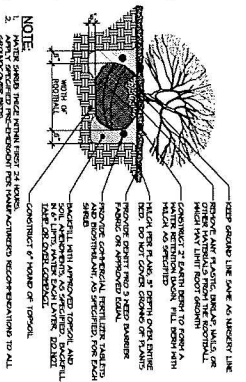
### TURF AREA PREPARATION NOTES:

1. LIFT TOP SURFACE PREPARATION TO A MINIMUM OF 4 INCHES ABOVE FINISH GRADE. EXISTING SOIL TO BE REMOVED TO A DEPTH OF 12 INCHES IN BARE AREAS AND 6 INCHES AT GRASS LOCATIONS. EXISTING SOIL TO BE REMOVED TO A DEPTH OF 12 INCHES IN BARE AREAS AND 6 INCHES AT GRASS LOCATIONS.
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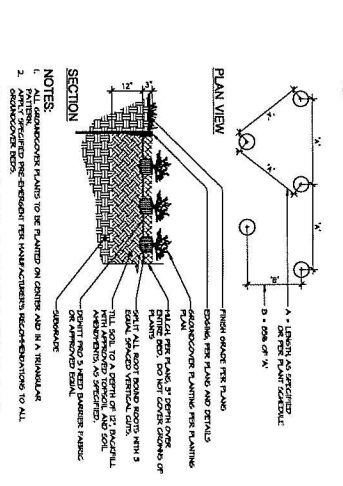
### IRRIGATION NOTES:

1. IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO ALL PLANTS AND TREES.
2. IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO ALL PLANTS AND TREES.
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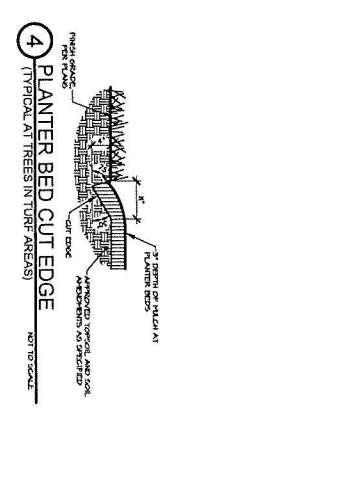
### 1 SHRUB PLANTING



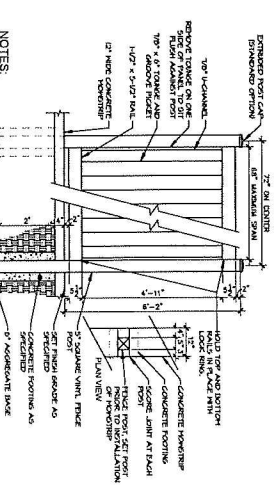
### 2 DECIDUOUS TREE PLANTING



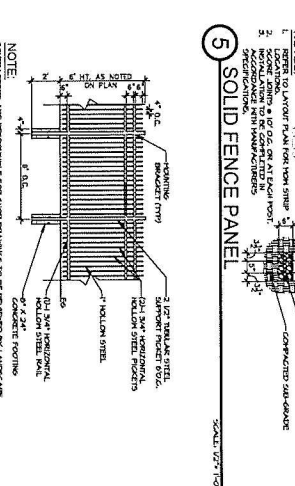
### 3 PERENNIAL & GROUND COVER PLANTING



### 4 PLANTER BED CUT EDGE



### 5 SOLID FENCE PANEL



### 6 WROUGHT IRON FENCE