



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 27, 2021

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

FILE NUMBER:	21-01-PUD (Planned Unit Development), 21-04-AN (Annexation), 21-03-ZC (Rezone), 21-03-S (Preliminary Plat) & 21-04-SUP (Special Use Permit)
PROJECT DESCRIPTION	Providence Properties LLC requests Planned Unit Development approval for approximately 136.17 acres, with C-1 (Neighborhood Commercial), R-6 (Medium Density Residential) and R-8 (High Density Residential) zoning district classifications. The applicant requests Pre-Plat approval in order to subdivide the approximate 136.17 acres into 697 total lots (619 single family, 76 common, and 2 commercial). The subject site is located at 3250 W Hubbard Road, Kuna, ID 83634, within Section 10, Township 2 North, Range 1 West; (APNs: S1310314800, S1310346805, S1310427810, S1310449300).
SITE LOCATION	3250 W Hubbard Road, Kuna, Idaho 83634.
REPRESENTATIVE	Providence Properties LLC – Patrick Connor 701 S Allen Street #104 Meridian, ID 83642 214.564.2812 pconnor@hubblehomes.com
SCHEDULED HEARING DATE	Tuesday, October 12, 2021 6:00 P.M.
STAFF CONTACT	Doug Hanson dhanson@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989

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.



Planning & Zoning Application Coversheet

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

KUNA

Planning & Zoning

Office Use Only

File No.(s): 21-01-PUD, 21-04-AN, 21-03-ZC, 21-03-S

Project Name: Sabino's Rocky Ridge

Date Received: 04.28.2021

Date Accepted as Complete: _____

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

<input checked="" type="checkbox"/>	Annexation	<input type="checkbox"/>	Appeal
<input type="checkbox"/>	Comp. Plan Map Amendment	<input type="checkbox"/>	Combination Pre & Final Plat
<input type="checkbox"/>	Design Review	<input type="checkbox"/>	Development Agreement
<input type="checkbox"/>	Final Planned Unit Development	<input type="checkbox"/>	Final Plat
<input type="checkbox"/>	Lot Line Adjustment	<input type="checkbox"/>	Lot Split
<input type="checkbox"/>	Ordinance Amendment	<input checked="" type="checkbox"/>	Planned Unit Development
<input checked="" type="checkbox"/>	Preliminary Plat	<input checked="" type="checkbox"/>	Rezone
<input type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Temporary Business
<input type="checkbox"/>	Vacation	<input type="checkbox"/>	Variance

Owner of Record

Name: THREE OWNERS, SEE ATTACHED FOR FULL

Address: OWNERSHIP INFORMATION

Phone: _____ Email: _____

Applicant (Developer) Information

Name: PROVIDENCE PROPERTIES, LLC (PATRICK CONNOR)

Address: 701 S. ALLEN ST #104, MERIDIAN, ID 83642

Phone: (214) 564-2812 Email: PCONNOR@HUBLEHOMES.COM

Engineer/Representative Information

Name: DAVID CRAWFORD, B+A ENGINEERS, INC.

Address: 5505 FRANKLIN RD. BOISE, ID 83705

Phone: (208) 343-3381 Email: DACRAWFORD@BAENGINEERS.COM

Subject Property Information

Site Address: 3250 W. HUBBARD RD, KUNA, ID

Nearest Major Cross Streets: W. HUBBARD RD & TEN MILE RD

Parcel No.(s): 51310314800, 51310346805, 51310427810, 51310449300

Section, Township, Range: 10, 2 NORTH, 1 WEST

Property Size: 81 + 15.17 + 40 = 136.17 ACRES

Current Land Use: AG Proposed Land Use: PUD, RESIDENTIAL + COMM

Current Zoning: R-4 AND County Proposed Zoning: R-6, R-8, C-1 PUD

Project Description

Project Name: SABINO'S ROCKY RIDGE

General Description of Project: 135 ACRE PUD WITH APPROX. 619 RESIDENTIAL LOTS, 14+ ACRES OF OPEN SPACE AND 7.8 ACRES OF COMMERCIAL PROPERTY.

Type of proposed use (check all that apply and provide specific density/zoning):

Residential: R-2 R-4 R-6 R-8 R-12 R-20 Commercial: C-1 C-2 C-3 CBD
 Office Industrial: M-1 M-2 Other: _____

Type(s) of amenities provided with development: PARKS, PATHWAY NETWORK, PICKLEBALL / SPORT COURTS, TOT LOTS AND DOG PARK (FENCED) FITNESS STATIONS

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO
If YES, please describe: TWO DILAPIDATED STRUCTURES TO BE DEMOLISHED.

Will any existing buildings remain? YES NO

No. of Residential Units: 619 No. of Building Lots: 619

No. of Common Lots: 76 No. of Other Lots: 2 (commercial)

Type of dwelling(s) proposed (check all that apply):

Single-Family Townhomes Duplexes Multi-Family
 Other: _____

Minimum square footage of structure(s): 1070

Gross Density (Dwelling Units ÷ Total Acreage): 4.58

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 5.92

Percentage of Open Space provided: 10.59% Acreage of Open Space: 14.29

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

PARKS, OWNED AND MAINTAINED BY HOA. Fully landscaped, tot lots, pickleball courts, fitness stations, dog park, Pathway network.

Non-Residential Project Summary (If Applicable)

Number of building lots: 2 Other lots: _____

Gross floor area square footage: 154K + 187K Existing (if applicable): _____ two commercial pads

Building height: N/A Hours of Operation: N/A

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

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

Proposed Parking:

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____ TBD

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO IT WILL BE.

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

TBD

Applicant Signature: [Signature] Date: 4/28/2021

Site Information

Aloha Property:

Quarter: SW

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 42.89

Subdivision Name: Sanctuary Sub

Lot: n/a

Block: n/a

Address: 4400 W. Hubbard

Parcel numbers: S1310314800 and

Quarter: SW

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 37.49

Subdivision Name: Sanctuary Sub

Lot: n/a

Block: n/a

Address: 4400 W. Hubbard

Parcel numbers: S1310346805

Welsh Property:

Quarter: portion of west half of southeast

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 15.2

Subdivision Name: n/a

Lot: n/a

Block: n/a

Address: 3606 W. Hubbard Rd

Parcel numbers: S1310427810

Sabino's Rocky Ridge Property:

Quarter: portion of southeast quarter of the southeast quarter

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 40

Subdivision Name: n/a

Lot: n/a

Block: n/a

Address: 3250 W. Hubbard Rd

Parcel numbers: S1310449300

Ownership Information

Aloha Property:

Owner Name: ALOHA HOLDINGS LLC and Jorgenson Holdings LLC

Owner Address: 872 W. Bogus View Dr, Eagle ID 83616

Property Address: 4400 W. Hubbard

Parcel numbers: S1310314800

Total Acres: 42.89

Owner Name: ALOHA HOLDINGS LLC and Jorgenson Holdings LLC

Owner Address: 872 W. Bogus View Dr, Eagle ID 83616

Property Address: 4400 W. Hubbard

Parcel numbers: S1310346805

Total Acres: 37.49

Welsh Property:

Owner Name: Roger and Maureen Welsh

Phone: 208 890 6957

E-mail: romarwelsh@gmail.com

Owner Address: 3606 W. Hubbard Rd

Property Address: 3606 W. Hubbard Rd

Parcel numbers: S1310427810

Total Acres: 15.2

Sabino's Rocky Ridge Property:

Owner Name: Lionwood Properties, LLC

Owner Address: 1513 E Rivers End Ct, Eagle ID

Address: 3250 W. Hubbard Rd

Parcel numbers: S1310449300

Total Acres: 40



Planned Unit Development Application

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(208) 922-5274 | www.KunaCity.ID.gov



****Office Use Only****

Case No(s): 21-01-PUD, 21-04-An, 21-03-ZC, 21-03-S

Project Name: Sabino's Rocky Ridge

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

Date Received: 04.28.2021

Date Accepted as Complete: _____

KCC 5-1-6 defines a Planned Unit Development as, "An area of land in which a variety of Residential, Commercial and Industrial uses under single ownership or control is developed for the purpose of selling individual lots or estates and are accommodated in a preplanned environment with more flexible standards, such as lot sizes and setbacks."

The City of Kuna has adopted a Planned Unit Development (PUD) process whose purpose is to make Kuna a pleasant, comfortable place to live and work. This PUD process is based on standards and guidelines found in Kuna City Code (KCC) 6-5-2. KCC can be viewed at www.KunaCity.ID.gov.

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

- Complete Planning & Zoning Application Coversheet.
- Complete Planned Unit Development Application *(It is the applicant's responsibility to use current application.)*
- Detailed narrative or justification for the application, describing project, design elements and how the project complies with PUD standards; nature of the land use actions requested; proposed number of phases; number of lots for each applicable designation (i.e. Residential, Commercial, Common, etc.); Gross & Net density; Open Space percentage & amenities; roads; and parking.
- Vicinity Map 8.5" x 11": Drawn to scale of 1" = 300' (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Aerial Map 8.5" x 11": Color photo depicting the proposed site, street names, and surrounding area within 500'. *(The purpose of this photo is to view the existing features of the site & surrounding sites.)*
- Copy of Deed; **and**, if applicant is not the owner, an *original* Affidavit of Legal Interest from the owner (and ALL interested parties) stating the applicant is authorized to submit the application.
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. *(One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.

- Preliminary Plat: Drawn to scale of 1" = 100' (or similar), displaying the following:
 - Name of project and date
 - Name of plan preparer with contact information
 - Names, addresses and phone numbers of the Controller & any others involved in the project (i.e. Architect, Landscape Architect, Designer, Engineer, Planner, Nurseryman, etc.)
 - North arrow
 - Property lines
 - Location of subdivision lines
 - Existing structures – Identify those which are relocated or removed
 - On-site and adjoining streets, alleys, private drives
 - Rights-of-way and their designation
 - Location and width of easements, canals and drainage ditches
 - On-site transportation circulation plan for motor vehicles, pedestrians and bicycles
 - Drainage location and method of on-site retention/detention
 - Existing and/or proposed utility services, any above ground utility structures and provide their location
 - Parking layout including spaces, driveways, curbs, cuts, circulation patterns, pedestrian walks and vision triangles
 - Location and dimensions of off-street parking
 - Location and size of any loading areas, docks, ramps and vehicle storage or service areas
 - Roofline and foundation plan of building and location onsite
 - Location of trash storage areas and exterior mechanical equipment; provide proposed method of screening
 - Sign locations (*A separate Sign Application must be submitted; this is a Staff level review.*)
 - Locations and uses of all Open Spaces
 - Location of public restrooms
 - Location, types and sizes of sound and visual buffers (*all buffers must be located outside the public right-of-way*)
 - Location of walls and fences; provide their height and material of construction
- Natural Features Map: showing an inventory of existing site features
 - Ground elevation shown by contour lines at 2' intervals or less
 - 5' intervals may be accepted for slopes greater than 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 (*i.e., ponds, wetlands and permanent/intermittent water courses*)
 - If any portion of property is subject to flooding, a FEMA Floodplain Development Permit Application is required
 - Trees, vegetation and ground cover, historic sites, major rock outcroppings, etc.

- 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 site(s)
- Site Plan: Drawn to a scale of 1" = 100' (or similar)
 - Name of project
 - Signed and stamped by a licensed engineer, including date and contact information (*with the exception of concept drawings and residential structures that do not require a licensed engineer's review*)
 - North Arrow
 - Locations of all existing and proposed dwelling units and/or individual lots
 - Location of major streets
 - Proposed yard requirements or Single-Family homes for individual lots
 - Existing and proposed traffic circulation system serving the PUD including:
 - Off-street parking and maneuvering
 - Points of access to existing public rights-of-way
 - Ownership of streets (*i.e. Public or Private*)
 - Parking areas
 - Existing and proposed pedestrian & bicycle circulation system
 - Conceptual plans for all services, including their location; whether services will be publicly or privately owned & maintained; location of utility connections. (*Any services intended to be privately owned, such as sewer/water/streets, requires prior review & approval by the City Engineer.*)
 - Proposed location and design of any public or private common areas or structures including Open Space; parks or recreations areas; and school sites.
 - Proposed architectural styles
- Landscape Plan for subdivision entrances, buffers, common areas, etc.
- Development Schedule indicating the approximate date on which construction of all phases within the project can be expected to begin; if schedule is approved by the Commission, it shall become part of the final development plan.
- Environmental Assessment, Grading Plan or other studies as may be appropriate for the proposed site or any additional information as determined by the Planning & Zoning Director, City Engineer, etc.

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

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

Information to Note:

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

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

If the Planning & Zoning Director or Designee, the Commission and/or 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.

Owner Information

Name: SEE THE ATTACHED EXHIBIT FOR FULL OWNERSHIP INFORMATION.
Address: _____
Phone: _____ Email: _____

Applicant Information

Name & Title: PROVIDENCE PROPERTIES, LLC (PATRICK CONNOR)
Address: 701 S. ALLEN ST, MERIDIAN, ID 83642
Phone: (214) 564-2812 Email: PCONNOR@HUBBLEHOMES.COM

Representative:

Name: PATRICK CONNOR
Address: 701 S. ALLEN ST # 104, MERIDIAN, ID 83642
Phone: (214) 564-2812 Email: PCONNOR@HUBBLEHOMES.COM

Property Information

Address: 3250 W. HUBBARD RD. KUNA, ID
Parcel No(s): 51310314800, 51310346805, 51310427810, 51310449300
Major Cross Streets: W. HUBBARD RD + TEN MILE RD.
Distance from Major Cross Streets: ADJACENT

PUD Information

1. This PUD Application is a request to construct, add or change (briefly explain the nature of request):

PUD FOR 135 ACRE MASTERPLANNED COMMUNITY WITH 600+ HOMES, ~8 ACRES OF COMMERCIAL, PARKS AND OPEN SPACE.

2. PUD Amenities (circle all that apply):

- Playground(s)
- Basketball/Tennis Court(s)
- Baseball Diamond
- Soccer/Rugby Field(s)
- Swimming Pool
- Natatoriums
- Walking/Running Paths
- Clubhouse
- School Sites
- Pedestrian/Bicycle Pathways (exclusive of required sidewalks adjacent to Public Rights-of-Way)

3. Are there any proposed pedestrian amenities such as bike racks; trash receptacles; benches; drinking fountains; etc.? YES NO

If Yes, please list: TRASH RECEPTACLES, BENCHES, FITNESS STATIONS

4. Total number of parking spaces, including L x W? NONE FOR PARKS. THERE ARE PARKING SPACES FOR THE COTTAGE HOMES.

5. What is the current land use? AG

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

North: AG South: AG East: RESIDENTIAL West: AG

7. If the development is intending to be phased, what is the phasing time period?

WE ARE EXPECTING TEN PHASES AND WILL PLAN ON TWO PHASES PER YEAR WITH LOT DELIVERIES IN JUNE AND NOVEMBER.

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

If yes, who is the name of the irrigation or drainage provider? BOISE-KUNA IRRIGATION

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

ON-SITE PONDS AND SEEPAGE BEDS DEPENDING ON GEO-TECH STANDARDS.

10. % of site devoted to building coverage: < 40%

11. % of site devoted to landscaping: > 60% Sq. Ft.: N/A

12. % of landscaping within parking lot(s): TSD

13. Provide dimensions of landscaped areas within public ROW: NONE


14. Are there any existing trees of 4-inch or greater in caliper? YES NO

If Yes, please provide type, size & indicate location on Landscape Plan: -

15. % of site that is hard surface: UNKNOWN Sq. Ft.: -

16. % of site devoted to other uses: 0 Please describe: -

The Ada County Highway District (ACHD) may also conduct public meetings regarding this application. If you have questions about the meeting date(s), please contact ACHD at (208) 387-6170.

Applicant Signature:  Date: 7/28/21

Additional Information/Comments/Notes

Site Information

Aloha Property:

Quarter: SW

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 42.89

Subdivision Name: Sanctuary Sub

Lot: n/a

Block: n/a

Address: 4400 W. Hubbard

Parcel numbers: S1310314800 and

Quarter: SW

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 37.49

Subdivision Name: Sanctuary Sub

Lot: n/a

Block: n/a

Address: 4400 W. Hubbard

Parcel numbers: S1310346805

Welsh Property:

Quarter: portion of west half of southeast

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 15.2

Subdivision Name: n/a

Lot: n/a

Block: n/a

Address: 3606 W. Hubbard Rd

Parcel numbers: S1310427810

Sabino's Rocky Ridge Property:

Quarter: portion of southeast quarter of the southeast quarter

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 40

Subdivision Name: n/a

Lot: n/a

Block: n/a

Address: 3250 W. Hubbard Rd

Parcel numbers: S1310449300

Ownership Information

Aloha Property:

Owner Name: ALOHA HOLDINGS LLC and Jorgenson Holdings LLC

Owner Address: 872 W. Bogus View Dr, Eagle ID 83616

Property Address: 4400 W. Hubbard

Parcel numbers: S1310314800

Total Acres: 42.89

Owner Name: ALOHA HOLDINGS LLC and Jorgenson Holdings LLC

Owner Address: 872 W. Bogus View Dr, Eagle ID 83616

Property Address: 4400 W. Hubbard

Parcel numbers: S1310346805

Total Acres: 37.49

Welsh Property:

Owner Name: Roger and Maureen Welsh

Phone: 208 890 6957

E-mail: romarwelsh@gmail.com

Owner Address: 3606 W. Hubbard Rd

Property Address: 3606 W. Hubbard Rd

Parcel numbers: S1310427810

Total Acres: 15.2

Sabino's Rocky Ridge Property:

Owner Name: Lionwood Properties, LLC

Owner Address: 1513 E Rivers End Ct, Eagle ID

Address: 3250 W. Hubbard Rd

Parcel numbers: S1310449300

Total Acres: 40



Preliminary Plat Application

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(208) 922-5274 | www.KunaCity.ID.gov

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Planning & Zoning

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

****Office Use Only****

Case No(s): 21-01-PUD, 21-04-AN, 21-03-ZC, 21-03-S

Project Name: Sabino's Rocky Ridge

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

Date Received: 04.28.2021

Date Accepted as Complete: _____

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

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

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

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

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

Information to Note:

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

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

Rezone Application

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



Rezoning requires Public Hearings with both the Planning & Zoning Commission and City Council. Public Hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available.

****Office Use Only****

Case No(s): _____

Project Name: _____

Date of Pre-Application Meeting: *Valid for three (3) months, unless otherwise determined by Staff* _____

Date Received: _____

Date Accepted as Complete: _____

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


- Complete Planning & Zoning Application Coversheet.
- Complete Rezone Application.
- Detailed narrative or justification for the application, describing the reasons for the proposed Rezone.
- Vicinity Map 8.5" x 11": Drawn to scale of 1" = 300' (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Legal Description of Area: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- Development Agreement & complete Development Agreement Application (*if applicable*).
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.*)
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the Applicant/Agent.

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

Information to Note:

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

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

Applicant Signature:  Date: 7/19/21
 By signing, you are confirming you have provided all required items listed on this application.

Special Use Application

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



A Special Use requires a Public Hearing with the Planning & Zoning Commission. A Public Hearing sign will be required to be posted by the applicant for the meeting. Sign posting regulations are available online in Kuna City Code 5-1A-8.

****Office Use Only****

Case No(s): _____

Project Name: _____

Date Received: _____

Date Accepted as Complete: _____

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

- Complete Planning & Zoning Application Coversheet.
- Complete Special Use Permit Application.
- Detailed narrative or justification of the application, describing how the project enhances and beautifies the community; types of services the project will provide; and any other applicable information.
- Legal Description of Property: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- Vicinity Map 8.5" x 11": Drawn to scale of 1" = 300' (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Aerial Photo: 8.5" x 11" depicting proposed site, street names, and surrounding parcels within five-hundred (500) feet. *(The purpose of the aerial map is to view the site for existing features and existing features of adjacent sites.)*
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. *(One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.

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

Information to Note:

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

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

Applicant Signature:  Date: 7/19/21
By signing, you are confirming you have provided all required items listed on this application.

DESIGN REVIEW APPLICATION

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



****Office Use Only****

Case No(s): _____

Project Name: _____

Date of Pre-Application Meeting: *Valid for three (3) months, unless otherwise determined by Staff*

Date Received: _____

Date Accepted as Complete: _____

The City of Kuna has adopted a Design Review Overlay District whose purpose is to make Kuna a pleasant and comfortable place to live and work. This Design Review process is based on standards and guidelines found in Kuna City Code 5-4. The Design Overlay District includes all of Kuna City Limits.

Design Review includes, but is not limited to:

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

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

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

Detailed Site Plan Requirements

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

Landscape Plan

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

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

- Location, description, materials, and cross-sections of special features, including berming, retaining walls, hedges, fences, fountains, street/pathway furniture, etc.
- Sign locations (a separate sign application must be submitted)
- Locations of open spaces (*if applicable*)
- Parking areas
- Location and designations of all sidewalks
- Engineered Grading and Drainage Plans: A generalized drainage plan showing direction drainage with proposed on-site retention. Upon submission of building/construction plans for an approved Design Review application, a detailed site grading and drainage plan prepared by a registered professional engineer (PE), shall be submitted to the City for review and approval by the City Engineer.

Building Elevations

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

Lighting Plan

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

Owner Information

Name: PROVIDENCE PROPERTIES
 Address: 701 S. ALLEN ST, MERIDIAN, ID 83642
 Phone: (214) 564-2812 Email: P.CONNOR@HUBBLEHOMES.COM

Applicant Information

Name: PATRICK CONNOR
 Address: 701 S. ALLEN ST, MERIDIAN, ID 83642
 Phone: (214) 564 2812 Email: P.CONNOR@HUBBLEHOMES.COM

Engineer/Representative

Name: DAVID CRAWFORD (B+A ENGINEERS)
 Address: 5505 E. FRANKLIN RD, BOISE ID 83705
 Phone: (208) 343-3381 Email: dacrawford@BAENGINEERS.COM

Property Information

Address: 3250 E. HUBBARD, KUNA ID 83634

Parcel No(s): 51310314800, 51310346805, 51310427810, 51310449300

Closest Major Cross Streets: HUBBARD & TEN MILE

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

- Building Design Review Design Review Modification
- Staff Level Application Subdivision/Common Area Landscape

1. Briefly explain the nature of the request: COMMON AREA DESIGN REVIEW
FOR SABINO'S ROCKY RIDGE

2. Dimension of property: 136.17 ACRES

3. Current land use(s): AGRICULTURE

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

North: AG + County Residential South: AG + Residential

East: AG + Residential West: AG + Residential

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

Yes, 8-10 years

6. Number and use(s) of all structures: Residential single family

7. Building Height: to code

8. Number of Stories: 2 max

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

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

PER CODE

Exterior Building Materials and Colors

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

Mechanical Units

Please identify mechanical unit(s) size and placement: _____

Proposed screening method? _____

Trash Enclosures

Please identify trash enclosure location, size, and construction materials: _____

Irrigation Ditches/Canals

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

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

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

Fencing

Is there any existing fencing that will remain? YES NO

If Yes, what is the fencing material, size and location? _____

What is the fencing material for all new fencing? vinyl tongue + groove (tan)

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

Building Coverage

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

Landscaping

Please provide dimensions of landscaped areas within public rights-of-way: SEE prelm. plat
and LANDSCAPE PLAN

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

Dock Loading Facilities

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

No. of dock loading facilities and their location: _____

What is the proposed method of screening? _____

Pedestrian Amenities

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

If Yes, please indicate type, number of each type: 8-10 BENCHES AROUND tot lots, +
SPORT courts, 4 TRASH CANS AT PARK AREAS

Parking

Total number of parking spaces? _____ Dimensions? _____

Total number of ADA accessible spaces? _____ Dimensions? _____

Total number of compact spaces (8' x 17')? _____

Miscellaneous

Will you be proposing setbacks different than those found in KCC 5-3-3? YES NO

If YES, please provide setbacks below, in feet:

Front: _____ Rear: _____ Side: _____ Side: _____

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

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

Applicant Signature: _____ Date: _____

Additional Information

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

April 28, 2021

Mr. Jace Hellman
City of Kuna
Planning and Zoning Department
751 W. 4th Street
Kuna, ID 83634

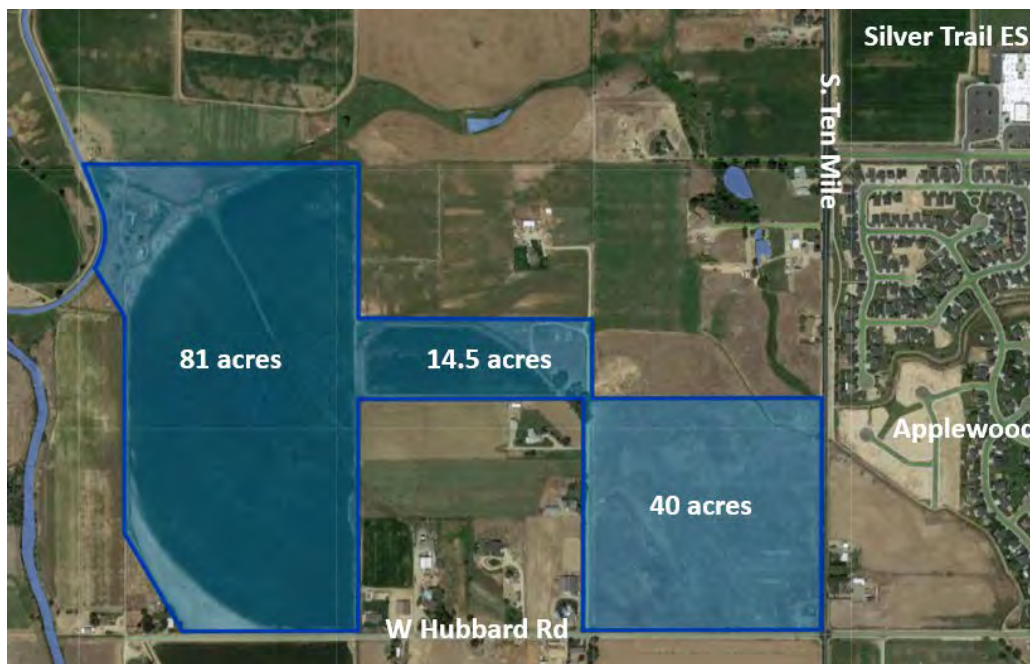
Re: Sabino's Rocky Ridge – Kuna, ID
PUD, Annexation, Zoning and Preliminary Plat Narrative

Dear Mr. Hellman,

As the applicant of Providence Properties, LLC, I am please to submit the attached applications and required supplements for annexation, zoning, preliminary plat and PUD for the Sabino's Rocky Ridge Subdivision.

Site Information:

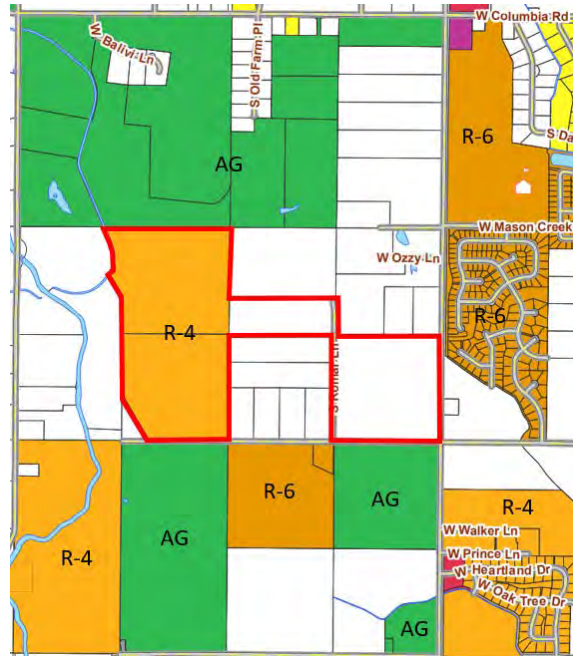
The site is located at the northwest corner of Ten Mile Rd and W. Hubbard Rd. The application consists of 4 parcels. The “Sabino’s parcel” which is 40 acres at the southeast corner, the “Welsh parcel” which is 15.2 acres adjacent to the west and the two “Aloha parcels” which total 81 acres.



The land uses of the sites and surrounding the sites are all agricultural. To the east of the site there is an existing R-6 residential subdivision called Applewood, which was recently built out. To the south and north are R-6 and AG parcels.

The western 81 acres was annexed into the City of Kuna in March 2007 under the Sanctuary Subdivision Preliminary Plat. The path of annexation for the Sanctuary Sub was through the parcels south of W. Hubbard Rd.

Current Zoning Map:



Background Information:

The proposed site location is highly desirable from an access standpoint because of the location to two major streets: Ten Mile Rd and W. Hubbard Rd. Currently, there will be significant sanitary sewer improvements required to provide waste water capacity for the entire site. These improvements require a regional sewer lift station to be located in the northwest corner of the property. The pressurized sewer line will extend to the eastern boundary where it will connect to the existing system along Ten Mile Rd.

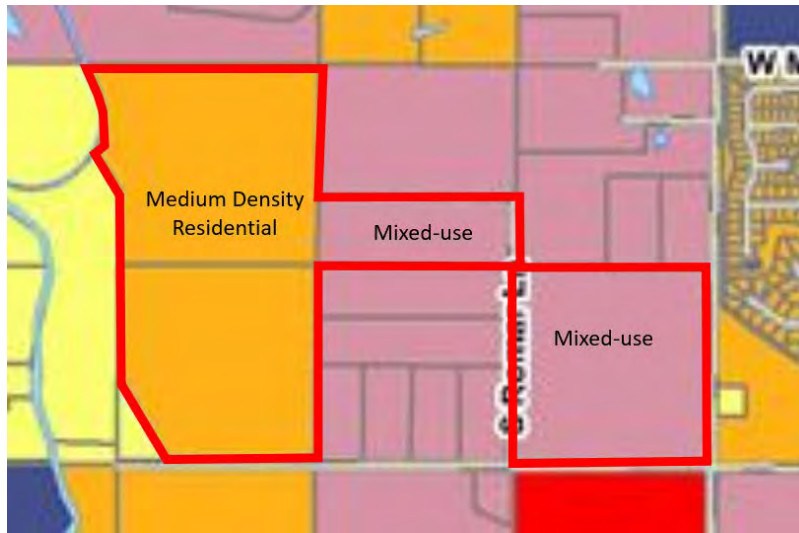
In 2007, the 81 acres along the western side was approved by the City of Kuna as “The Sanctuary Subdivision”. This project was annexed and zoned R-4 and comprised of 270 total lots, 247 residential lots, 11.32 acres of open space and a 5.69 acre park. Because of the economic recession of the late aughts, the project was delayed and ultimately cancelled.

Comprehensive Plan:

The Kuna Comprehensive Plan Future Land Use Map designates the boundaries of the project as “medium density residential” and “mixed-use”. A majority of the properties that have yet to be annexed surrounding the site are designated “mixed-use” on the map.

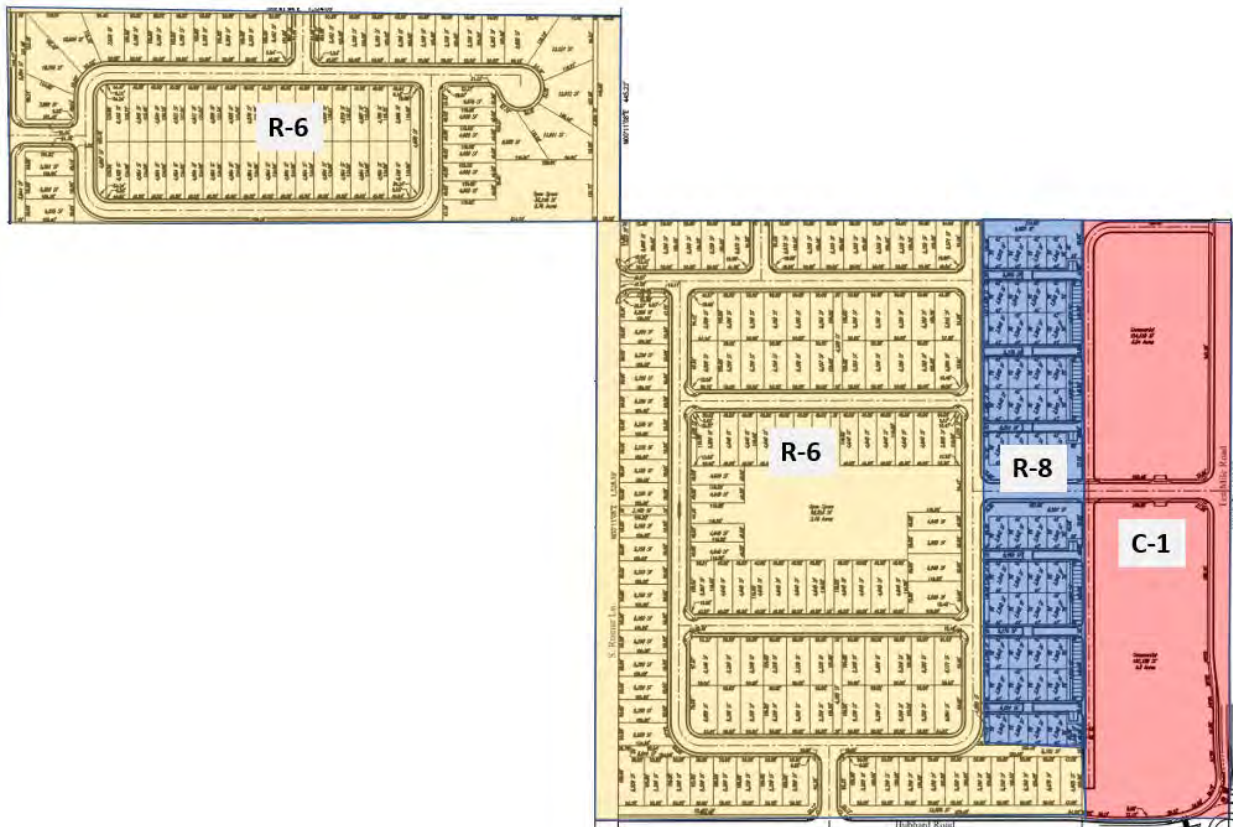
Meeting with the City, staff recommended that we pursue a Planned Unit Development to incorporate a variety of residential types, densities as well as commercial property along the eastern side, adjacent to Ten Mile Rd.

Kuna Comprehensive Plan Future Land Use Map:



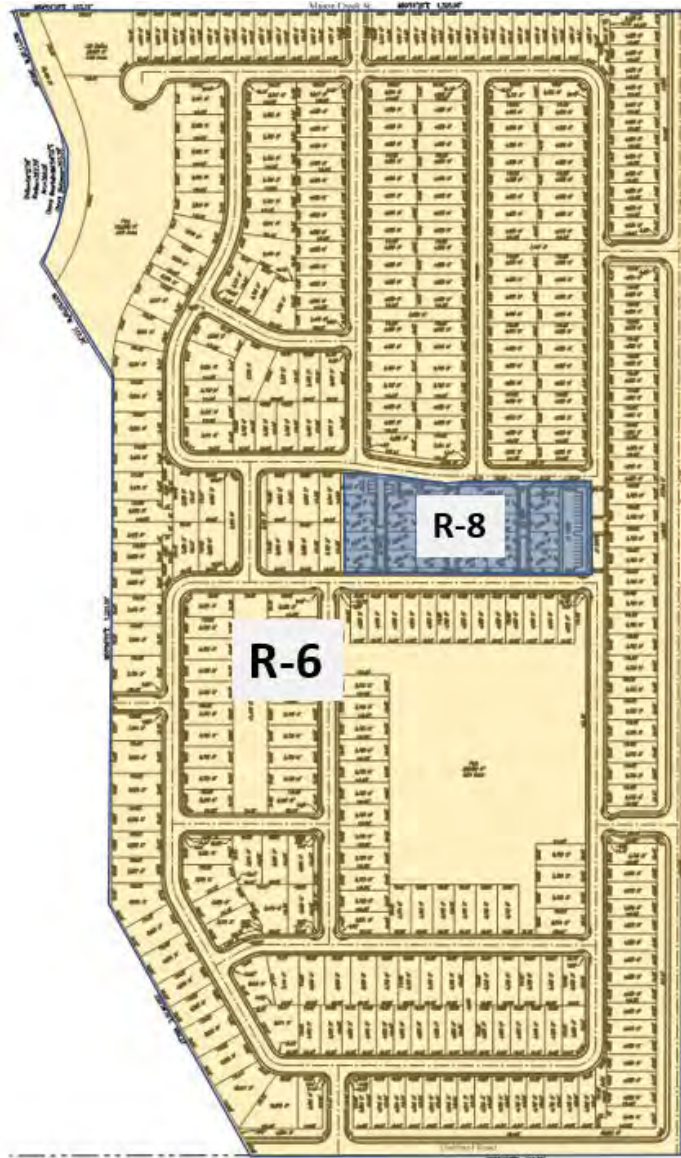
Annexation and Zoning:

As previously mentioned, the eastern 81 acres is already annexed into the City of Kuna and is currently zoned R-4. We are requesting annexation of the 15 acre Welsh property in the central part of the project and the 40 acres in the southeast region of the property. The requested underlining zone for the annexed areas are R-6, R-8 and C-1. The map below shows the proposed zoning for the central and eastern parcels:



Re-Zone of western 81 acres:

We are also requesting a re-zone of the western 81 acres from R-4 to both R-6 and R-8, as shown on the adjacent map. These zoning designations will allow for greater density and more diversity of housing product for the master planned community. The need for greater density will be explained in greater detail below. Density is critical for creating community and affordability.



Planned Unit Development:

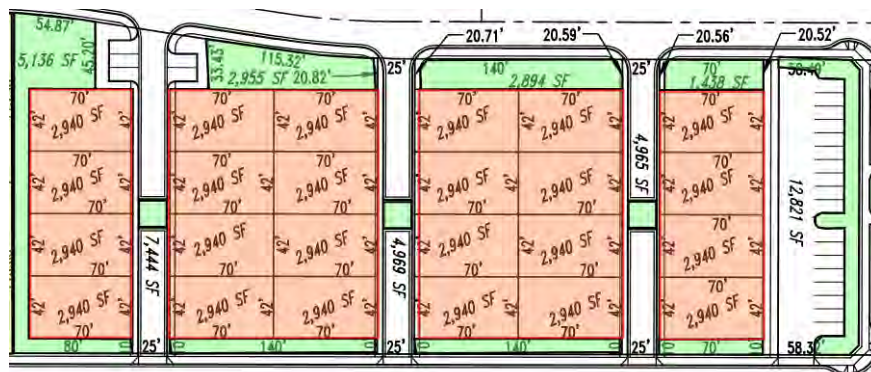
The City of Kuna’s PUD ordinances prioritize the need to create a community that more effectively integrates a variety of land uses and fosters innovative design concepts that would create a more complete community. Given the size of Sabino’s Rocky Ridge (135 acres), the City’s encouragement of commercial frontage along Ten Mile Rd, and our mission to broaden the housing product to appeal to a greater spectrum of buyers, a PUD is ideal for this project. We’ve designed the project to have a series of micro-communities within a large master planned community. We are doing this by spreading out the community parks throughout the community to enhance the walk-ability to the open spaces and broaden the overall access to the amenities.

We believe that the “American Dream” is supported on the ability for folks to own their own home. Unfortunately, the housing market today in the Treasure Valley has escalated to a point that many of the housing options on the market are beyond the affordability of many of our Idaho families. The cost of land, labor and materials have made housing prices at point we’ve never seen. Given this ever-inflating market, we are having a great challenge of offering housing

options for purchase to the market that we have served over the past three decades. One major way we can provide a more affordable home is to increase the supply. On a project-level this means increasing the supply or density. In the ability to offer more units on the same size of property we can decrease our land cost basis and finally deliver a home within reach of many families. Sometimes this is accomplished with townhomes or condominiums, forgoing a yard or garage in order to deliver homes at a certain price point. While there are some buyers looking for that product, we acknowledge that a majority of our homebuyers are looking for a single-family home with a private yard and a two-car garage. By decreasing the setbacks, making the front and rear yards smaller and more manageable, there can be significant efficiency improvements.

We are proposing a housing product that is a proven model of increasing density but preserving the attributes of a single family home what home owners desire. These single family detached homes are on individual lots each with two-car garages and private fenced outdoor yards. The homes garages front on private streets with each street servicing four homes each. The width of these private streets is 25' and the lengths are all less than 150' in length. This particular housing produce is highly desirable because of the lower-maintenance yard maintenance, private driveway access, and an affordable price. In decreasing the front setback by 10 feet, the rear setback by five feet, street side yard setback by five feet and lowering the minimum lot size and coverage allowances, we can achieve up to 8 units per acre where we previously have seen densities half that amount. These decreased setbacks allow this greater density while preserving the positive aspects of single family lots.

Example of lot layout of the Cottage concept with on-site parking spaces:



An example of the Cottage product in North Salt Lake City, UT:



PUD Development Standard Variation:

With the PUD application, the code allows for variations from the underlining zoning categories through a “request for code change”. We are requesting the following code changes for all of the R-8 zones allowing for our “single family cottage” home designs:

	Minimum lot size	Minimum rear setback	Minimum front setback	Street side yard setback	Maximum lot coverage
R-8 zone	3,200	15’	20’	20’	40%
Proposed R-8 code for PUD	2,900	10’	10’	15’	50%

Per the existing Kuna City Code, the calculation for allowable density in residential zoning districts is calculated as “net” density instead of the typical “gross” density. This wording in the code as “net” density was made in error and is going to be corrected in upcoming zoning code changes. For this application, we are requesting that the density be calculated on a “gross” standard allowing the number of residential lots per the area in each zoning category.

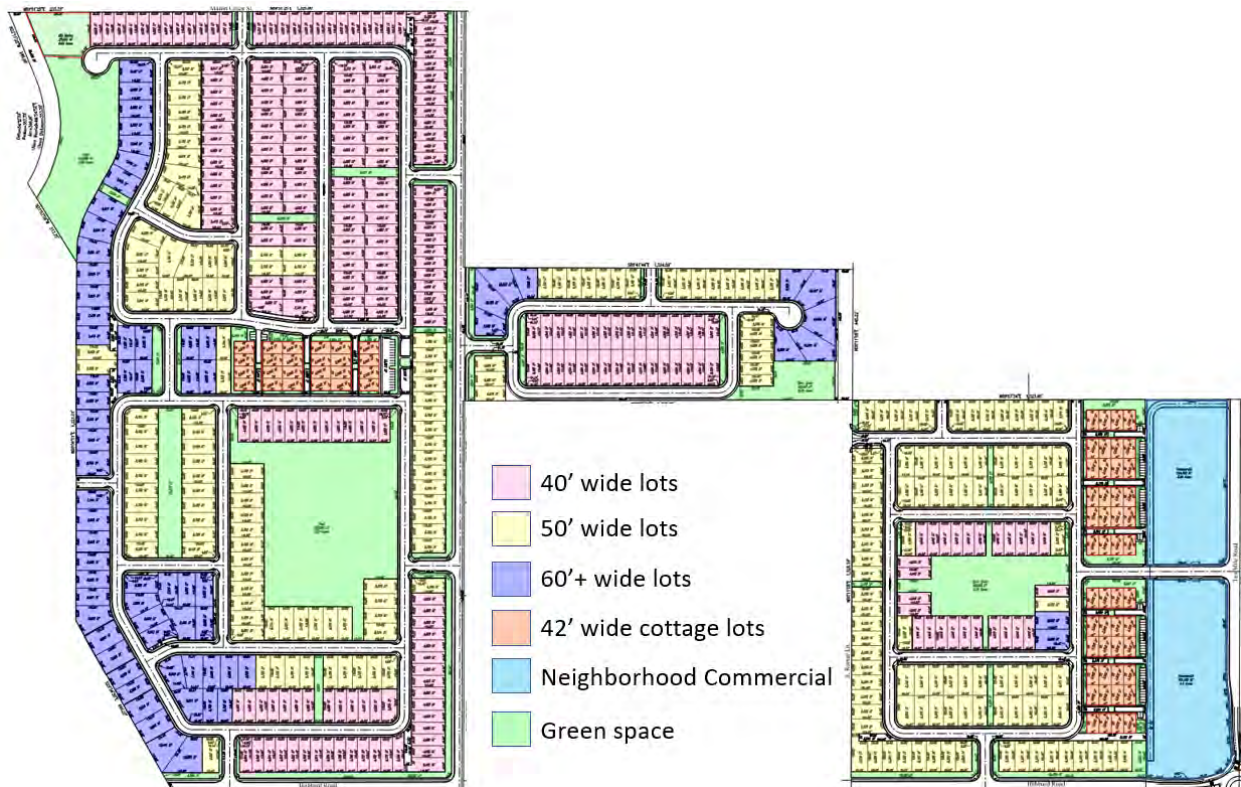
We are also requesting approval of an additional 15% of density per section 5-7-13 of the code that states for PUDs, increased density may be permitted. This application is a prime example of a master planned community with a variety of land uses, spread out greenspaces, pedestrian consideration in community design and a variety of housing types. This variance in the development standards would allow R-6 zone to increase to 6.15 net density, R-8 zone to 8.91 net density.

	R-6 Zone	R-8 Zone
Current Code Standard	6 units per net acre	8 units per net acre
Requested PUD Variance	6.15 units per net acre	8.91 units per net acre
	4.67 units per gross acre	7.47 units per gross acre

Preliminary Plat:

The Preliminary Plat of Sabino’s Rocky Ridge is comprised of three zoning designations (R-6, R-8 and C-1) to create a true master planned community with a variety of housing types and lot sizes to appeal to a multitude of buyers at various life stages. The preliminary plat also capitalizes on the commercial viability of Ten Mile Road, by offering 9 acres of C-1 “neighborhood commercial” property.

The map on the following page shows the lot sizes on the plan.



The overall lot count in the project is detailed in the table below:

	Total Lots
40' wide lots	256
50' wide lots	237
60' - 65' wide lots	42
75' wide and larger lots	12
Cottage lots 42'	72
Landscaped buffer lots	39
Park or open space	4
Canal	1
Pathway lots	10
Driveway/Parking lots	21
Lift Station	1
Commercial Lots	2

Residential Lots:

The preliminary plat is comprised of four general categories of residential product to appeal to a variety of homebuyers based on their needs. All of our buyers can choose to finish the exteriors with three unique architectural themes: Craftsman, Traditional and Country as well as 16 unique professionally curated color palates.

We start with have our base 40' wide lots which feature eight house plans ranging from 1070 to 1880 square feet and all feature a standard two car garage, private backyard, landscaping and full fencing. The plans are split evenly single and two story. There are 256 - 40' wide lots shown on the preliminary plat.



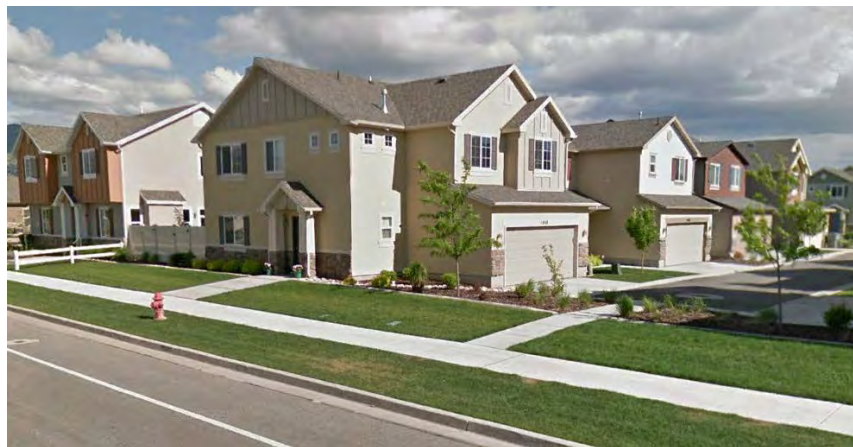
Our next set of plans are our 40' wide plans that fit on 50' wide lots. We offer 13 total plans in this category with sizes ranging between 1220 and 3259 square feet. Six plans are single story and 7 plans are two story. We offer bonus room options, third car and RV bays where the lot width is suitable. There are 237 - 50' wide lots shown on the preliminary plat.



Our largest plans are the 50' wide plans that fit on 60' or wider lots. These 8 plans range between 2010 and 3293 square feet and feature increase ceiling heights and enlarged rooms. There are 5 single story and 3 two story plans in this product set. When the lot width is available, a third car garage or RV bay may be added as an option. There are 54 - 65' or wider lots shown on the preliminary plat.



Lastly, we are featuring a new product type we are calling The Cottages. As previously mentioned, these single family lots feature detached homes with decreased front and rear yards for a lower maintenance lifestyle. These homes all have two car garages that front onto a private driveway with four homes per private driveway. There are over-flow parking lots for guests given no parking is allowed on the private driveway. There are 72 cottage lots shown on the preliminary plat. Below is an image of this product in North Salt Lake City, Utah



Neighborhood Commercial:

Along the eastern border of the property, we are designating 7.84 acres as C-1 zone, neighborhood commercial. In talking with City staff about the project, they were interested in seeing a neighborhood commercial usage along Ten Mile Rd. The intended user of this property would be restaurant, retail, medical office, professional office, lifestyle center (gym) or an educational center (daycare). Given the high growth in the area, there is a need for commercial uses to help serve the local community. Studies confirm that in offering services close to

residential communities can help decrease traffic congestion and support both economic and environmental principles of smart growth.

Access and Connectivity:

The project has frontage along Ten Mile Rd. and W. Hubbard Rd. We are proposing one full motion access to Ten Mile Rd that will bisect the commercial lots and then transition into the residential portion of the property.

We are also proposing three access points to W. Hubbard Road. One local road connection at the mid-point of the residential portion of the eastern 40 acres. We are showing an ACHD designated collector road access point along the eastern boundary of the west 81 acres. From this collector, there are three entry points into the project, two along the west side and one into the Welsh property. Lastly, we are showing another local street access point to W. Hubbard Rd near the far southwestern corner of the property.

Pedestrian Connectivity:

Pedestrian connectivity and access are critical design elements of our plan and a highly desirable amenity to the future home owners of Sabino’s Rocky Ridge. We paid particular attention to breaking up large blocks of homes with pedestrian pathways. We were sure to include pedestrian pathways between the three parcels to ensure connectivity. These pathways also offer connections to the neighborhood parks that are evenly spread throughout the community.

The example below shows how pedestrian pathways can bisect large blocks to connect to a central community park.

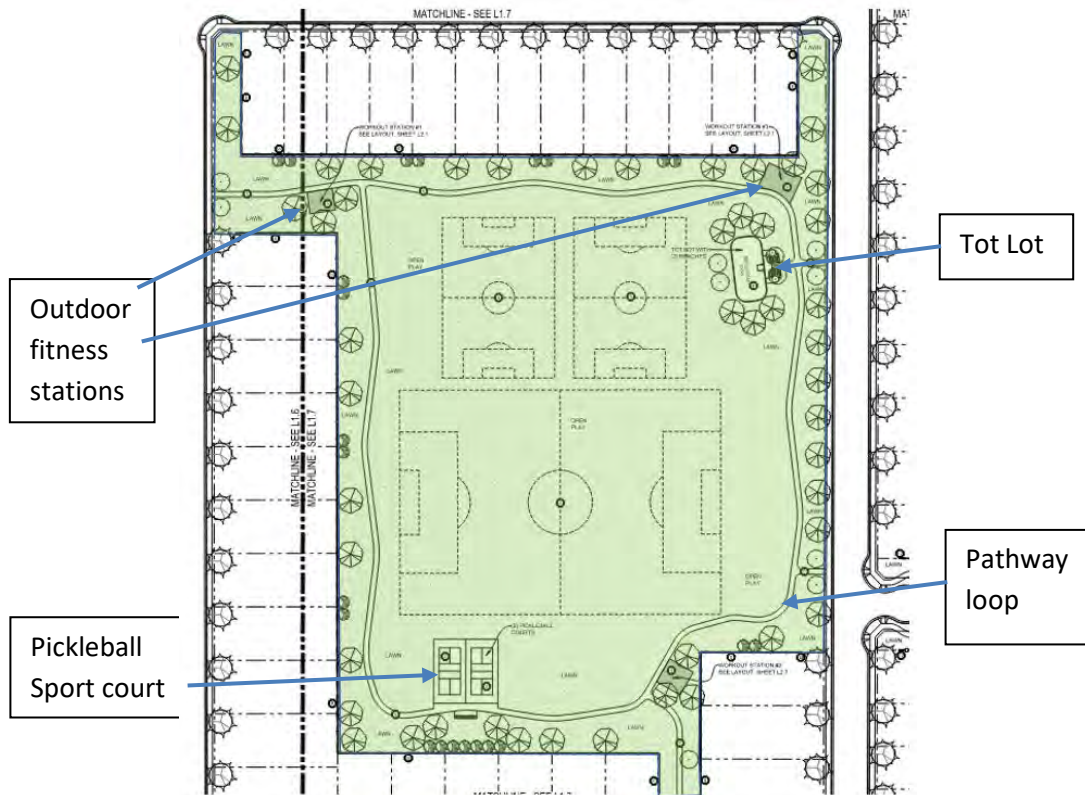


Landscaping, Open Space and Amenities:

In designing the project, we wanted to be sure that all areas of the community would have convenient access to a neighborhood park. We have 4 community parks spread out evenly around the project. The parks have a number of community amenities including: tot lots, outdoor fitness stations and pickleball/sport courts. We are also including a dog park located in the NW corner of the property. These parks along with all of the common areas of the community will be owned and maintained by the Sabino’s Rocky Ridge Homeowner’s Association.

We have learned over the past three decades that the most used amenities are the pathways networks within a community. We have prioritized this pedestrian pathway with a number of pathways to break up blocks and allow for mid-block access. We've learned that families desire to walk to a neighborhood park to recreate, have a picnic, and enjoy outdoor space outside their own yards. This is reasoning why we are offering four community parks evenly spaced throughout the project.

In total, the project will have 14.3 acres of open space. This totals 10.6% of the overall project, exceeding the requirement of a PUD application. Below is a snapshot of the largest neighborhood park and the amenity locations within the green space.



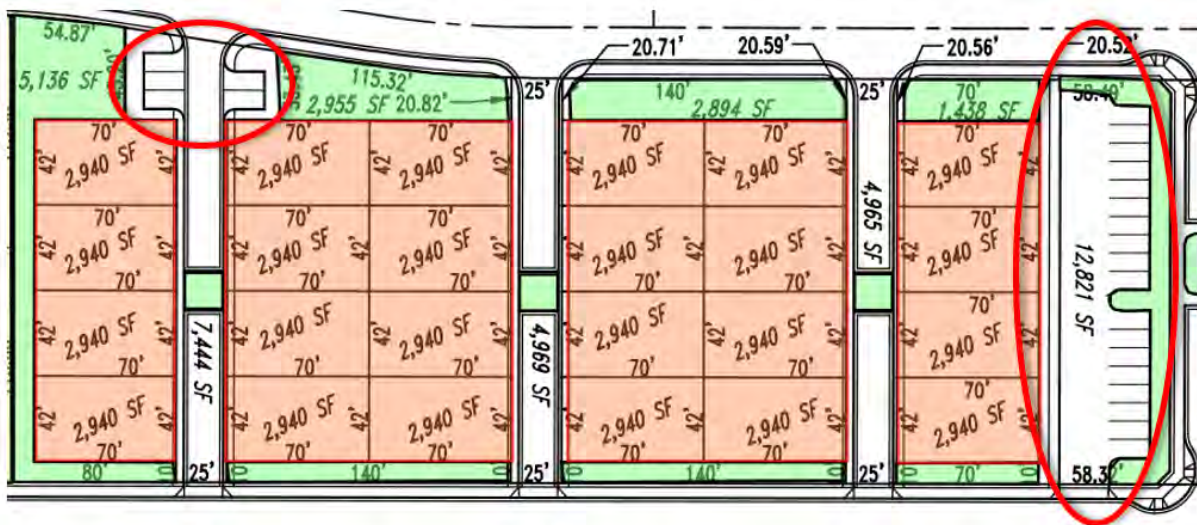
Examples of proposed amenities, tot lot, pickleball courts, dog park and outdoor fitness equipment (note: we intend to provide 4-5 pieces of equipment):



Parking Accommodations:

During our pre-application meeting with City of Kuna departments, there was a request from police and fire departments to plan for overflow parking in and around the cottage housing parts of the project. Given the nature of these lots, there are two parking spaces within each garage, but there is no parking allowed on the private driveways as it would impede emergency access. To accommodate guest parking, we located parking lots and side parking spaces within the commonly owned property. ACHD requires that all “off-street” parking be place on separate lots as opposed to perpendicular or angled parking directly adjacent to public ROW. Own plan accommodated this requirement and some examples are shown below with on-site parking circled.

Example 1:



Example 2:



Fire and Emergency Services:

We met with Kuna Fire and Kuna Police and discussed emergency access to the community. Both departments confirmed that there was suitable capacity and the response times were within their limits. We met with Kuna Fire before our pre-application meeting with the City to discuss the cottage housing concept. During the meeting, their priority was to ensure that the private drives were at least 25’ wide and less than 150’ in length. We have achieved this in our design. We also discussed the option of offering fire sprinklers to these cottage units to alleviate any concerns about fire access.

Kuna Police also brought up the desire to have overflow parking to alleviate any access hinderances as well as potentially fire-striping one side of the street adjacent to the cottage homesites.



Conclusion:

The Sabino’s Rocky Ridge master-planned PUD community is an exciting community with a variety of land uses, amenities and home sites for existing and future Kuna residents. Our goal is to build a community that allows for a variety of housing options based on the home owner’s place in life. Whether the buyer is looking for their first home, a move-up home for a growing family, a three or four-car with RV garage for a growing number of “toys” or a low-maintenance

cottage home with minimal yard but all the privacy and security of a single-family home, we hope they can find all of those options at Sabino's Rocky Ridge.

As the Treasure Valley evolves and changes, our goal is to maintain the positive attributes that have attracted families to the region for centuries. We want to build community, support access to services and work and give folks the opportunity to be part of a close-knit community like Kuna. We know through offering a diverse selection of high-quality homes to a variety of people at different stages in their life, we can foster a real sense of community. Supported by well utilized parks, pathway networks and amenities, Sabino's Rocky Ridge will be a premier development for the future of Kuna.

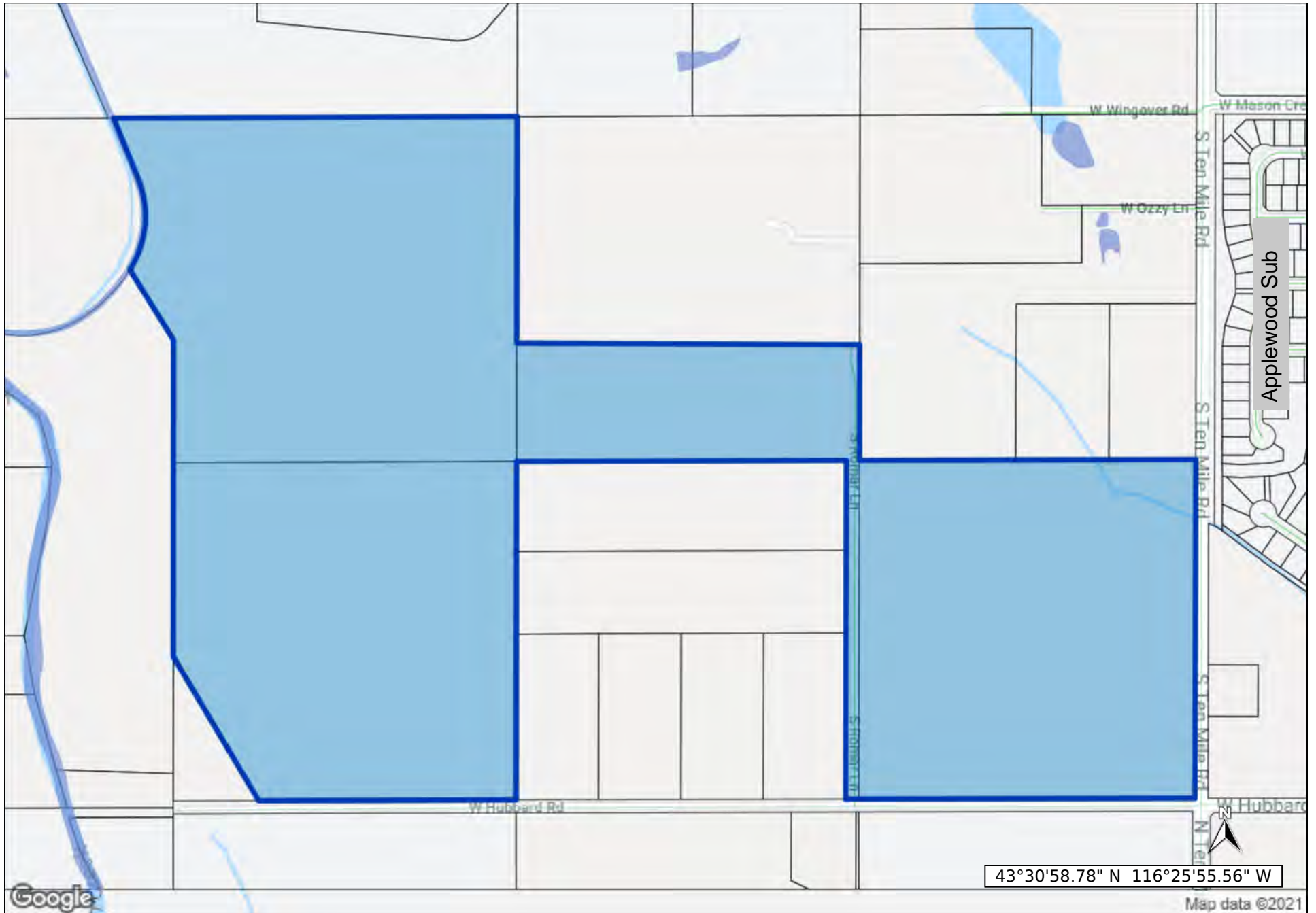
Patrick Connor
(208) 695-2001
pconnor@hubblehomes.com
701 S. Allen St #104, Meridian, ID 83642

Sincerely,

A handwritten signature in black ink that reads "Patrick Connor". The signature is stylized, with the first letters of the first and last names being large and prominent.

Patrick Connor
Director of Planning and Design

Sabino's Rocky Rldge Vicinity Map





City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho)
County of Ada)

I, James Smith (Agent), 1513 E. Rivers End Court
Name Lionwood Properties, LLC Address
Eagle ID 83616-6890
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to PROVIDENCE PROPERTIES, 701 S. ALLEN ST. #104, MERIDIAN, ID
Name Address 83642
to submit the accompanying application pertaining to that property.

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

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

Dated this 6th day of April, 2021

James W. Smith, Manager
Signature
LIONWOOD PROPERTIES, LLC

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

Penny Smith
Notary Public for Idaho

Residing at: Meridian, Idaho

My commission expires: 2-16-2025

PENNY SMITH
COMMISSION #23655
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/16/2025



City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho)
)
County of Ada)

I, ROGER L WELSH , 3606 HUBBARD RD
Name Address
KUNA , IDAHO 83634
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to PROVIDENCE PROPERTIES , 701 S. ALLEN ST. #104, MERIDIAN, ID
Name Address Zip Code

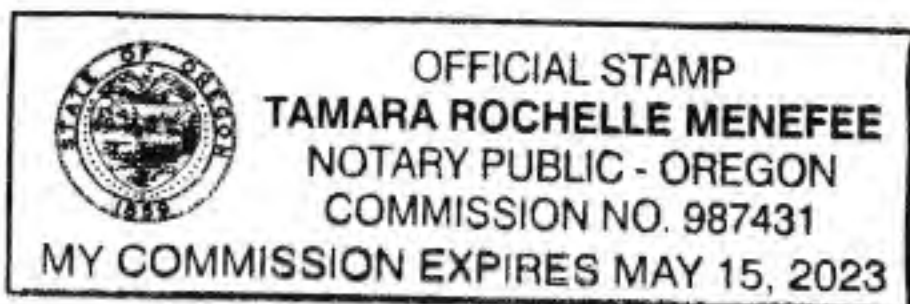
to submit the accompanying application pertaining to that property.

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

Dated this 19th day of APRIL, 2021

Roger J Welsh
Signature

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



Tamara R Menefee
Notary Public for ~~Idaho~~ OREGON
Residing at: Pacific City OR
My commission expires: May 15 2023



City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho)

County of Ada)

I, JOSEPH M. VESHA, 872 W. Bogus View Dr
Name Address
Earle IA 83616
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to PROVIDENCE PROPERTIES, 701 S. ALLEN ST. #104, MERIDIAN, ID
Name Address 83642

to submit the accompanying application pertaining to that property.

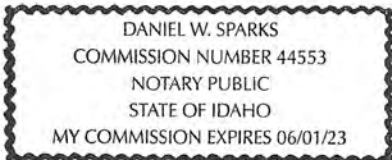
B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

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

Dated this 4/2/2021 day of April, 2021

Joseph M. Vesh
Signature

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



Daniel W. Sparks
Notary Public for Idaho
Residing at: ADA COUNTY, IDAHO
My commission expires: 6/1/2023

ADA COUNTY RECORDER Christopher D Rich
BOISE IDAHO Pgs=3 NIKOLA OLSON
MORRIS BOWER & HAWS

2018-102761
10/29/2018 09:20 AM
AMOUNT \$15.00

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:



Tom C. Morris
MORRIS BOWER & HAWS PLLC
12550 W. Explorer Dr., Ste. 100
Boise, Idaho 83713

(Space Above For Recorder's Use)

QUITCLAIM DEED

For value received, JVDV, LLC, an Idaho limited liability company ("Grantor") does hereby convey, release and forever quitclaim unto Aloha Holdings, LLC, an Idaho limited liability company, whose address is 872 W. Bogus View Drive, Eagle, Idaho 83616 ("Grantee"), all of Grantor's undivided one-half (1/2) interest, as tenant in common, in the following described real property situated in Ada County, State of Idaho:

See Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto Grantee, and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 25th day of October, 2018.

JVDV, LLC

By: _____

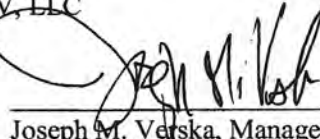

Joseph M. Verska, Manager

EXHIBIT A

Description of the Property (Hubbard)

Parcel I

The Northeast quarter of the Southwest quarter of Section 10, Township 2 North, Range 1 West of the Boise Meridian, in Ada County, State of Idaho, and a parcel of land Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 10;

Thence South 853 feet;

Thence North 32° West 292.5 feet along the center line of a Drain Ditch, as the same was located on September 16, 1948, to the center of the Drain Syphon under the Ridenbaugh High-Line Canal;

Thence continuing North 32° West 25 feet more or less to the center line of said Canal;

Thence Northerly along said center line 609 feet more or less to its intersection with the North line of said Northwest quarter of the Southwest quarter of said Section 10;

Thence East along said line 233 feet to the PLACE OF BEGINNING, in Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

Together with the following Easement:

A parcel of land being a portion of the Southeast quarter of the Southwest quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, as shown on Record of Survey No. 3410, as shown on file at Ada County Records, more particularly described as follow:

Commencing at the found 5/8" rebar corner record Instrument No. 8020753, marking the Southeast corner of Section 10; thence

South 89°51'00" West coincident with the South line of said Southeast quarter of the Southwest quarter of Section 10, a distance of 631.75 feet to the POINT OF BEGINNING;

thence continuing South 89°51'00" West coincident with the South line of the said Southeast quarter of the Southwest quarter of Section 10, a distance of 60.00 feet; thence

North 00°00'00" East, 1,327.27 feet to the North line of said Southeast quarter of the Southwest quarter of Section 10; thence

North 89°49'31" East coincident with the North line of the said Southeast quarter of the Southwest quarter of Section 10, a distance of 60.00 feet; thence

South 00°00'00" West, 1327.30 feet to the POINT OF BEGINNING.

Basis of bearings for this parcel is North 89°51'00" East between the found brass cap marking the Southwest corner of said Section 10, and the found 5/8" rebar marking the South quarter corner of said Section 10, both in Township 2 North, Range 1 West, Boise Meridian.

Parcel II

The Southeast quarter of the Southwest quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho.

EXCEPT: That certain parcel described as follows, to-wit:

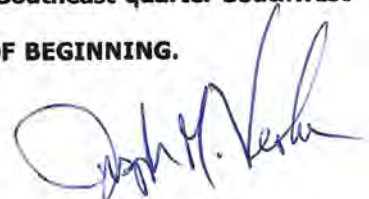
Commencing at a point on the South boundary, 330 feet Easterly from the Southwest corner of said Southeast quarter of the Southwest quarter, of Section 10, Township 2 North, Range 1 West, Boise Meridian;

Thence Westerly along the South boundary of said Southeast quarter Southwest quarter a distance of 330 feet to the

Southwest corner of said Southeast quarter Southwest quarter;

Thence Northerly 580 feet along the West boundary of said Southeast quarter Southwest quarter, to a point;

Thence Southeasterly in a straight line to the TRUE POINT OF BEGINNING.



ADA COUNTY RECORDER Christopher D Rich
BOISE IDAHO Pgs=3 NIKOLA OLSON
MORRIS BOWER & HAWS

2018-102761
10/29/2018 09:20 AM
AMOUNT \$15.00



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Tom C. Morris
MORRIS BOWER & HAWS PLLC
12550 W. Explorer Dr., Ste. 100
Boise, Idaho 83713

(Space Above For Recorder's Use)

QUITCLAIM DEED

For value received, JVDV, LLC, an Idaho ~~limited liability company~~ ("Grantor") does hereby convey, release and forever quitclaim unto Aloha Holdings, LLC, an Idaho limited liability company, whose address is 872 W. Bogus View Drive, Eagle, Idaho 83616 ("Grantee"), all of Grantor's undivided one-half (1/2) interest, as tenant in common, in the following described real property situated in Ada County, State of Idaho:

See Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto Grantee, and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 25th day of October, 2018.

JVDV, LLC

By: _____

Joseph M. Verska, Manager

QUITCLAIM DEED-1

EXHIBIT A

Description of the Property (Hubbard)

Parcel I

The Northeast quarter of the Southwest quarter of Section 10, Township 2 North, Range 1 West of the Boise Meridian, in Ada County, State of Idaho, and a parcel of land Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 10;

Thence South 853 feet;

Thence North 32° West 292.5 feet along the center line of a Drain Ditch, as the same was located on September 16, 1948, to the center of the Drain Syphon under the Ridenbaugh High-Line Canal;

Thence continuing North 32° West 25 feet more or less to the center line of said Canal;

Thence Northerly along said center line 609 feet more or less to its intersection with the North line of said Northwest quarter of the Southwest quarter of said Section 10;

Thence East along said line 233 feet to the PLACE OF BEGINNING, in Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

Together with the following Easement:

A parcel of land being a portion of the Southeast quarter of the Southwest quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, as shown on Record of Survey No. 3410, as shown on file at Ada County Records, more particularly described as follow:

Commencing at the found 5/8" rebar corner record Instrument No. 8020753, marking the Southeast corner of Section 10; thence

South 89°51'00" West coincident with the South line of said Southeast quarter of the Southwest quarter of Section 10, a distance of 631.75 feet to the POINT OF BEGINNING; thence continuing South 89°51'00" West coincident with the South line of the said Southeast quarter of the Southwest quarter of Section 10, a distance of 60.00 feet; thence North 00°00'00" East, 1,327.27 feet to the North line of said Southeast quarter of the Southwest quarter of Section 10; thence

North 89°49'31" East coincident with the North line of the said Southeast quarter of the Southwest quarter of Section 10, a distance of 60.00 feet; thence

South 00°00'00" West, 1327.30 feet to the POINT OF BEGINNING.

Basis of bearings for this parcel is North 89°51'00" East between the found brass cap marking the Southwest corner of said Section 10, and the found 5/8" rebar marking the South quarter corner of said Section 10, both in Township 2 North, Range 1 West, Boise Meridian.

Parcel II

The Southeast quarter of the Southwest quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho.

EXCEPT: That certain parcel described as follows, to-wit:

Commencing at a point on the South boundary, 330 feet Easterly from the Southwest corner of said Southeast quarter of the Southwest quarter, of Section 10, Township 2 North, Range 1 West, Boise Meridian;

Thence Westerly along the South boundary of said Southeast quarter Southwest quarter a distance of 330 feet to the

Southwest corner of said Southeast quarter Southwest quarter;

Thence Northerly 580 feet along the West boundary of said Southeast quarter Southwest quarter, to a point;

Thence Southeasterly in a straight line to the TRUE POINT OF BEGINNING.

QUITCLAIM DEED-3



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Tom C. Morris
Stewart Taylor & Morris PLLC
12550 W. Explorer Dr., Ste. 100
Boise, Idaho 83713

(Space Above For Recorder's Use)

QUITCLAIM DEED

For value received, SJJV, LLC, an Idaho limited liability company ("Grantor") does hereby release and forever quitclaim unto JVDV, LLC, an Idaho limited liability company, whose address is 872 W. Bogus View Dr., Eagle, ID 83616, and Jorgenson Holdings, LLC, an Idaho limited liability company, whose address is 2000 N. 20th Street, Boise, ID 83702 (collectively, "Grantees"), to have and to hold as tenants in common, each as to an undivided one-half (1/2) interest, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Ada County, State of Idaho:

See Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 21 day of December, 2017.

SJJV, LLC

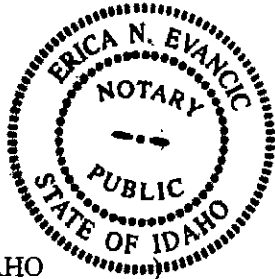
By [Signature]
Joseph M. Verska, Member

By [Signature]
Samuel S. Jorgenson, Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of December, 2017, before me, the undersigned, a notary public in and for said state, personally appeared Joseph M. Verska, known or identified to me to be one of the members of the limited liability company that executed the within instrument or one of the persons who executed the within 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 first above written.

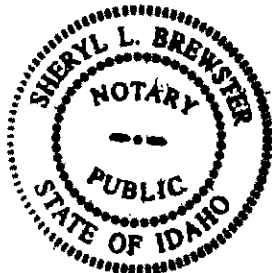


Erica Evancic
NOTARY PUBLIC
My Commission Expires: 4-19-2022

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of December, 2017, before me, the undersigned, a notary public in and for said state, personally appeared Samuel S. Jorgenson, known or identified to me to be one of the members of the limited liability company that executed the within instrument or one of the persons who executed the within 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 first above written.



Sheryl L. Brewster
NOTARY PUBLIC
My Commission Expires: 3-25-2020

QUITCLAIM DEED-2

Exhibit A

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

LESS AND EXCEPTING:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE BOISE MERIDIAN IN ADA COUNTY, IDAHO, WHICH LIES NORTH OF INTERSTATE 80N (ALSO KNOWN AS I-84), SOUTH OF BRANDT ACCESS AND WEST OF TEN MILE.

ALSO LESS AND EXCEPTING:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15, WHICH IS THE INITIAL POINT OF THIS DESCRIPTION; THENCE SOUTH 00°44'16" WEST A DISTANCE OF 278.00 FEET ALONG THE EAST BOUNDARY OF SAID SECTION 15; THENCE NORTH 89°00'42" WEST A DISTANCE OF 800.00 FEET; THENCE NORTH 00°44'16" EAST A DISTANCE OF 278.00 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°00'42" EAST A DISTANCE OF 800.00 FEET TO THE INITIAL POINT OF THIS DESCRIPTION.

ALSO LESS AND EXCEPTING THAT PORTION DEEDED TO STATE OF IDAHO IN DEED RECORDED MAY 3, 1967, AS INSTRUMENT NO. 663257, RECORDS OF ADA COUNTY, IDAHO.

ALSO LESS AND EXCEPTING THAT PORTION CONVEYED TO ADA COUNTY HIGHWAY DISTRICT IN WARRANTY DEED RECORDED OCTOBER 11, 2012 AS INSTRUMENT NO. 112105485, RECORDS OF ADA COUNTY, IDAHO.

ALSO LESS AND EXCEPTING THAT PROPERTY CONVEYED TO THE STATE OF IDAHO IN THE AMENDED SECOND JUDGMENT AND DECREE OF CONDEMNATION RECORDED JUNE 18, 2013 AS INSTRUMENT NO. 113067603, RECORDS OF ADA COUNTY, IDAHO.

Address disclosed by Ada County Assessor: 0000 S. Ten Mile Road, Meridian, ID 83642

APN: S1215417409 and S1215417255

QUITCLAIM DEED-3

Description of the Property (Hubbard)

Parcel I

The Northeast quarter of the Southwest quarter of Section 10, Township 2 North, Range 1 West of the Boise Meridian, in Ada County, State of Idaho, and a parcel of land Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 10;

Thence South 853 feet;

Thence North 32° West 292.5 feet along the center line of a Drain Ditch, as the same was located on September 16, 1948, to the center of the Drain Syphon under the Rldenbaugh High-Line Canal;

Thence continuing North 32° West 25 feet more or less to the center line of said Canal;

Thence Northerly along said center line 609 feet more or less to its intersection with the North line of said Northwest quarter of the Southwest quarter of said Section 10;

Thence East along said line 233 feet to the PLACE OF BEGINNING, in Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

Together with the following Easement:

A parcel of land being a portion of the Southeast quarter of the Southwest quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, as shown on Record of Survey No. 3410, as shown on file at Ada County Records, more particularly described as follow:

Commencing at the found 5/8" rebar corner record Instrument No. 8020753, marking the Southeast corner of Section 10; thence

South 89°51'00" West coincident with the South line of said Southeast quarter of the Southwest quarter of Section 10, a distance of 631.75 feet to the POINT OF BEGINNING;

thence continuing South 89°51'00" West coincident with the South line of the said Southeast quarter of the Southwest quarter of Section 10, a distance of 60.00 feet; thence North 00°00'00" East, 1,327.27 feet to the North line of said Southeast quarter of the Southwest quarter of Section 10; thence

North 89°49'31" East coincident with the North line of the said Southeast quarter of the Southwest quarter of Section 10, a distance of 60.00 feet; thence

South 00°00'00" West, 1327.30 feet to the POINT OF BEGINNING.

Basis of bearings for this parcel is North 89°51'00" East between the found brass cap marking the Southwest corner of said Section 10, and the found 5/8" rebar marking the South quarter corner of said Section 10, both in Township 2 North, Range 1 West, Boise Meridian.

Parcel II

The Southeast quarter of the Southwest quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho.

EXCEPT: That certain parcel described as follows, to-wit:

Commencing at a point on the South boundary, 330 feet Easterly from the Southwest corner of said Southeast quarter of the Southwest quarter, of Section 10, Township 2 North, Range 1 West, Boise Meridian;

Thence Westerly along the South boundary of said Southeast quarter Southwest quarter a distance of 330 feet to the

Southwest corner of said Southeast quarter Southwest quarter;

Thence Northerly 580 feet along the West boundary of said Southeast quarter Southwest quarter, to a point;

Thence Southeasterly in a straight line to the TRUE POINT OF BEGINNING.

FA 83024

9237659

WELSH

FIRST AMERICAN TITLE CO.
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY *Jackson*

CORPORATE SPECIAL WARRANTY DEED JUN 9 PM 4 32

FOR VALUE RECEIVED, EQUITY SERVICES, INC., a corporation organized and existing under the laws of the State of Idaho, with its principal office at 3996 Oak Park Place, Boise, County of Ada, State of Idaho, GRANTOR, hereby GRANTS, BARGAINS, SELLS and CONVEYS unto:

ROGER L. WELSH and MAUREEN W. WELSH, husband and wife, GRANTEE, whose address is: RT 3, 3101 HUBBARD RD, KUNA, ID

the following described real property located in Ada County, Idaho, more particularly described as follows, to wit:

The Northwest quarter of the Southeast quarter, and the East 50 feet of the Southwest quarter of the Southeast quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho.

SUBJECT TO: Easements, restrictions and conditions of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. The Grantor warrants that it has not previously conveyed the estate granted hereon, or any right, title or interest therein to any person other than the Grantee and that the premises are, at the date of execution and delivery hereof, free from encumbrances made or suffered by the Grantor, or any person claiming through the Grantor. The conveyance is without other covenants, warranties or representations except as expressly stated herein.

The officer who signs this deed hereby certifies that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer, this 5th day of June, 1992.

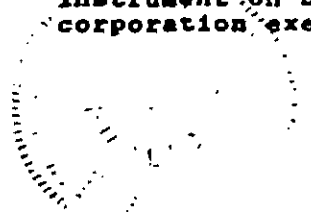
EQUITY SERVICES, INC.

By: Treva Hamilton
President

STATE OF IDAHO; COUNTY OF ADA

On this 5 day of June, in the year 1992, before me, the undersigned, a Notary Public in and for said state, personally appeared Treva Hamilton, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed same.

Signature: Treva L. Smith
Name: Treva L. Smith
Residing at: Boise, ID
Commission expires: 7-25-99





Neighborhood Meeting Certification

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



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

The Neighborhood Meeting Certification packet includes the following:

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

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

Monday
4/19

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

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

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

Description of proposed project: PUD APPLICATION FOR 135 ACRES ON
NW CORNER OF W. HUBBARD & TEN MILE. APPROX 600 RESI-
DENTIAL LOTS AND 9 ACRES OF C-1 ZONE ALONG TEN MILE.

Date of Meeting: 4/19/2021 Time: 6:00 PM

Meeting Location: VIRTUAL, GO TO meeting

Site Information

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

Subdivision Name: SABINO'S ROCKY RIDGE Lot _____ Block _____

Address: SEE ATTACHED

Parcel No(s): _____
Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: SEE ATTACHED

Address: _____

Contact Person

Name: PATRICK CONNOR

Business Name (if applicable): PROVIDENCE PROPERTIES, LLC

Address: 701 S. ALLEN ST #104, MERIDIAN, ID 83642

Phone: (214) 564-2812 Email: PCONNOR@HUBBLEHOMES.COM


Applicant

Name: PATRICK CONNOR

Address: 701 S. ALLEN ST, #104, MERIDIAN, ID 83642

Phone: (214) 564-2812 Email: PCONNOR@HUBBLEHOMES.COM

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

Applicant Signature:  Date: 4/20/2021

Site Information

Aloha Property:

Quarter: SW

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 42.89

Subdivision Name: Sanctuary Sub

Lot: n/a

Block: n/a

Address: 4400 W. Hubbard

Parcel numbers: S1310314800 and

Quarter: SW

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 37.49

Subdivision Name: Sanctuary Sub

Lot: n/a

Block: n/a

Address: 4400 W. Hubbard

Parcel numbers: S1310346805

Welsh Property:

Quarter: portion of west half of southeast

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 15.2

Subdivision Name: n/a

Lot: n/a

Block: n/a

Address: 3606 W. Hubbard Rd

Parcel numbers: S1310427810

Sabino's Rocky Ridge Property:

Quarter: portion of southeast quarter of the southeast quarter

Section: 10

Township: 2 North

Range: 1 West

Total Acres: 40

Subdivision Name: n/a

Lot: n/a

Block: n/a

Address: 3250 W. Hubbard Rd

Parcel numbers: S1310449300

SIGN-IN SHEET

Project Name: SABINO'S ROCKY RIDGE

	Name	Address	Phone
1	BRIAN SINDERHOFF	1500 N. ELDORADO ST	
2	JAY VOTH	3600 W. HUBBARD	
3	NEIL DURRANT	4000 W. HUBBARD	
4	STEVE WELSH	9085 TEN MILE	
5	TUCK EWING	4412 W. HUBBARD	
6	HENRY HARMON	3620 W. HUBBARD	
7	ALDIS GARSVO	3610 W. HUBBARD	
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NEIGHBORHOOD MEETING MINUTES

Meeting Date: 4/19/21 Number of Attendees: 7

Location: VIRTUAL - GOTO MEETING

Project Description: PUD APPLICATION FOR 135 ACRES ON NW CORNER OF W. HUBBARD & TEN MILE. APPROX. 600 RESIDENTIAL LOTS + CI

Attendee Comments or Concerns: _____

- TUCK EWING ASKED FOR TWO CONNECTION POINTS TO THE WISCOMBE PROPERTY ALONG THE WESTERN BOUNDARY. HE SAID THIS ACCESS WAS PLANNED IN THE SANCTUARY PRELIMINARY PLAT.
- ALDIS GARSVO EXPLAINED IRRIGATION SYSTEM AND WITNESSED TO BE CAUTIOUS OF PONDING AREAS IN NW CORNER OF SARDINO'S 40 AC AND ALONG EAST SIDE OF ALOHA PROPERTY. WE EXPLAINED THAT WE WILL NOT INTERFERE WITH IRRIGATION DELIVERY AND WILL BE SURE OUR FIELD SURVEYING AND GEOTECH INFO WILL ENSURE PROPER DRAINAGE W/ OVER FLOW.
- NEIL DURRANT WANTS THE COLLECTOR STREET "SHAYLA" TO BE SHIFTED WEST TO AVOID DIRECT ACCESS OF HIS DRIVEWAY TO THE STREET. WE SAID WE WOULD HAVE CONVOYS W/ ACHD + CITY TO ENSURE THE SAFEST PLAN FOR ACCESS.
- DURRANT + GARSVO WANT 6' FENCING BETWEEN THEIR PROPERTY AND THE ADJACENT PUBLIC STREETS.

I, Patrick T. Connor, hereby certify the above information and the information provided within these forms is true, complete and correct to the best of my knowledge.

Applicant Signature:  Date: 4/20/21



City of Kuna
**COMMITMENT TO
PROPERTY POSTING**

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

Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application (s) on the property under consideration.

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

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

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



Applicant/agent signature

3/31/2021

Date

From: [Sub Name Mail](#)
To: [Patrick Connor](#)
Cc: ["Gregory Carter \(gcarter@idahosurvey.com\)"](#)
Subject: RE: Sabinos Rocky Ridge Subdivision Name Reservation
Date: Wednesday, January 22, 2020 1:45:25 PM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.jpg](#)
[image004.jpg](#)

January 22, 2020

Greg Carter, Idaho Survey Group

Patrick Conner, Hubble Homes

RE: Subdivision Name Reservation: **SABINOS ROCKY RIDGE SUBDIVISION**

At your request, I will reserve the name **Sabinos Rocky Ridge 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,



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

From: Patrick Connor <pconnor@hubblehomes.com>

Sent: Wednesday, January 22, 2020 10:52 AM

To: Sub Name Mail <subnamemail@adacounty.id.gov>

Subject: [EXTERNAL] RE: Subdivision name request

Glen,

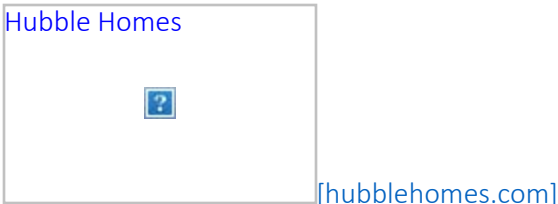
Please see the requested information below:

The name of the Professional Land Surveyor that will be in responsible charge of the plat, along with the firm. : **Gregory G. Carter, Idaho Survey Group**

The name of the Developer: **Mitch Armuth, Providence Properties, LLC**

The Name of the Owner: **Providence Properties, LLC**

[Hubble Homes](#)



[\[hubblehomes.com\]](#)

[\[hubblehomes.com\]](#)

[\[hubblehomes.com\]](#) [\[facebook.com\]](#)

[\[instagram.com\]](#) [\[houzz.com\]](#)

Patrick Connor

Director of Planning and Design

e pconnor@hubblehomes.com

o (208) 433-8800

p (214) 564-2812

From: Sub Name Mail <subnamemail@adacounty.id.gov>

Sent: Wednesday, January 22, 2020 10:41 AM

To: Patrick Connor <pconnor@hubblehomes.com>

Subject: RE: Subdivision name request

Patrick;

Our website was updated a few weeks ago, and the requirements to reserve a name have unfortunately not been included.

While we hope that changes, prior to reserving the name the following additional information is required;

The name of the Professional Land Surveyor that will be in responsible charge of the plat, along with the firm.

The name of the Developer

The Name of the Owner.

I already checked the list and the name is reservable. If you could reply with the requested information, I should be able to process this tomorrow.



Glen Smallwood

Surveying Technician

Ada County Development Services

200 W. Front St., Boise, ID 83702

(208) 287-7926 *office*

(208) 287-7909 *fax*

From: Patrick Connor <pconnor@hubblehomes.com>

Sent: Wednesday, January 22, 2020 8:55 AM

To: Sub Name Mail <subnamemail@adacounty.id.gov>

Subject: [EXTERNAL] Subdivision name request

CAUTION: This email originated from outside Ada County email servers. Do not click on links or open attachments unless you recognize the sender and know the content is safe. Verify the sender by mouse-hovering over their display name in order to see the sender's full email address and confirm it is not suspicious. If you are unsure an email is safe, please report the email by using the 'Phish Alert' button in Outlook.

Subdivision name request: Sabino's Rocky Ridge

Parcel number: S1310449300

Thank you!

Patrick



[\[hubblehomes.com\]](http://hubblehomes.com)

[\[hubblehomes.com\]](http://hubblehomes.com)

[\[hubblehomes.com\]](http://hubblehomes.com) [\[facebook.com\]](https://www.facebook.com)

[\[instagram.com\]](https://www.instagram.com) [\[houzz.com\]](https://www.houzz.com)

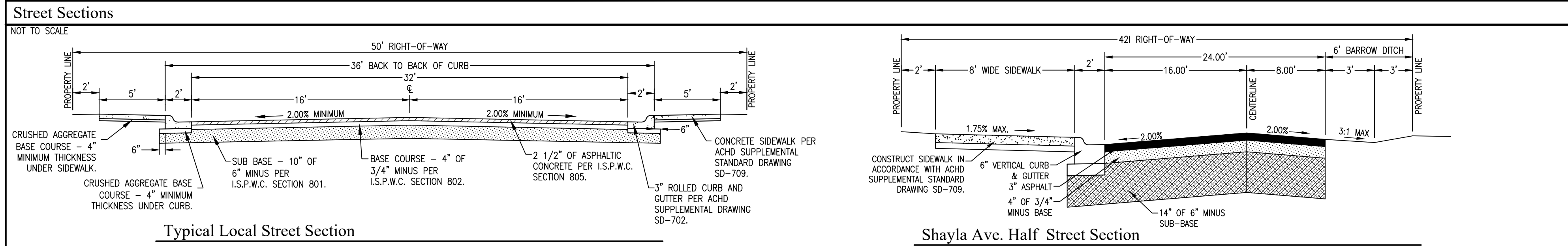
Patrick Connor

Director of Planning and Design

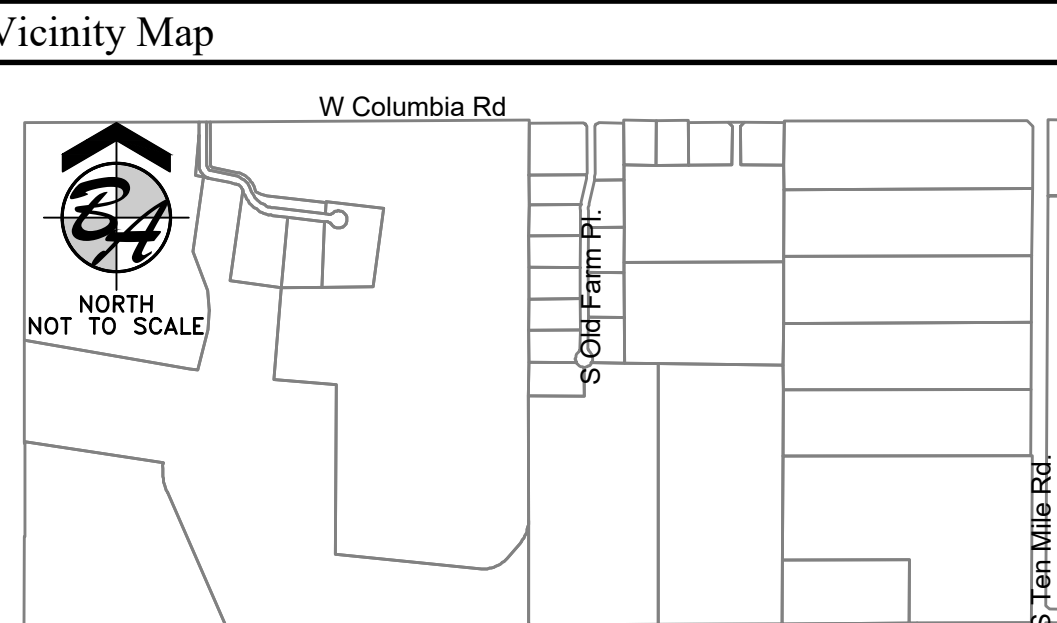
e pconnor@hubblehomes.com

o (208) 433-8800

p (214) 564-2812

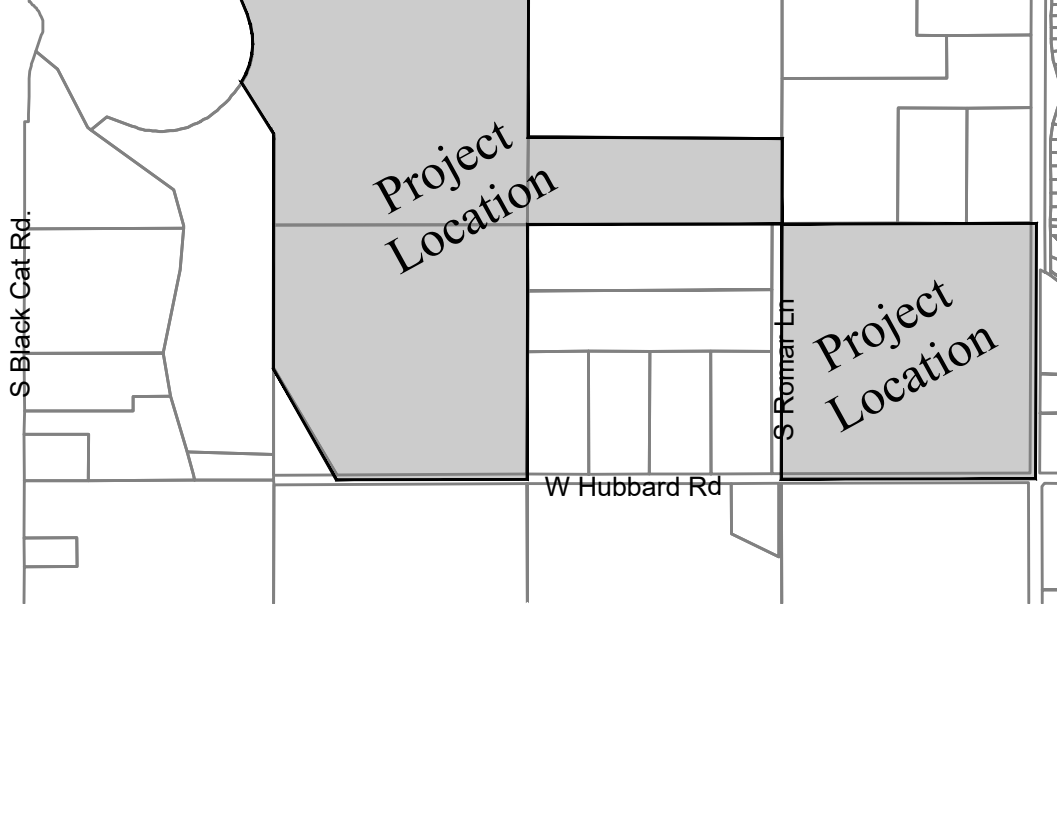
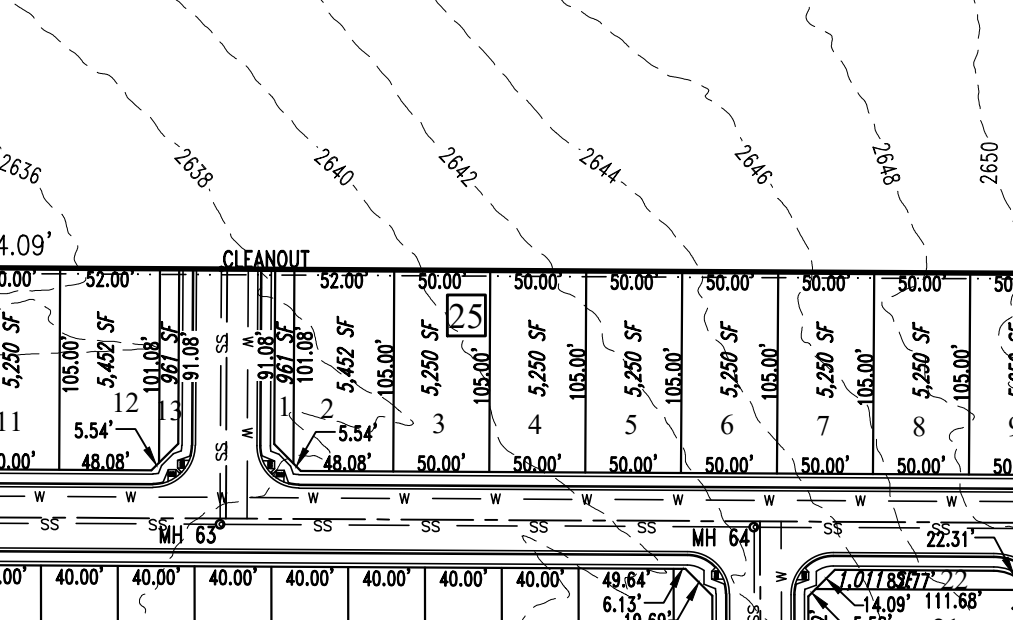
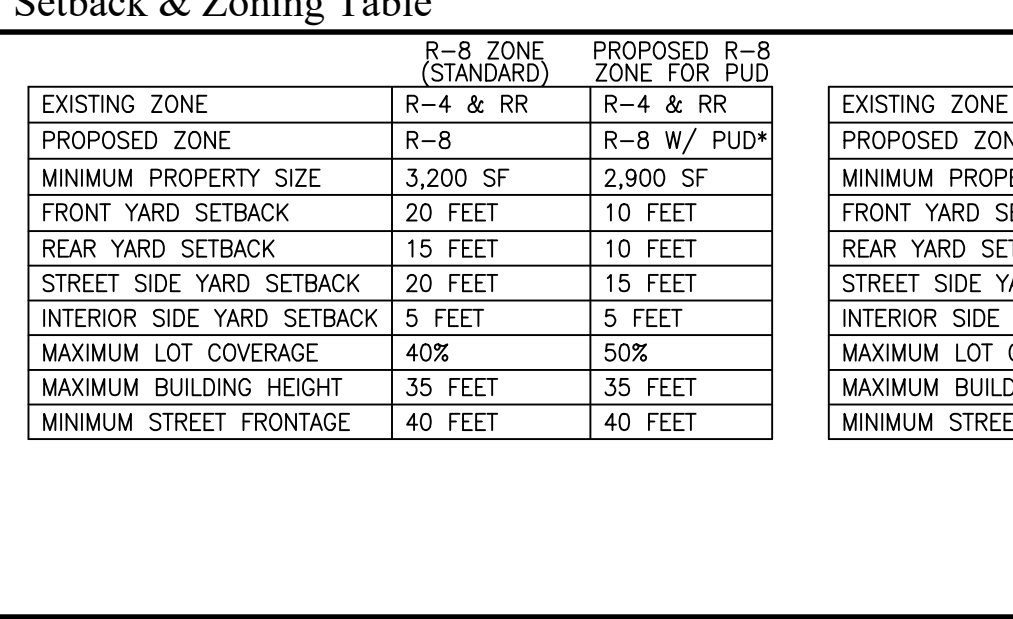
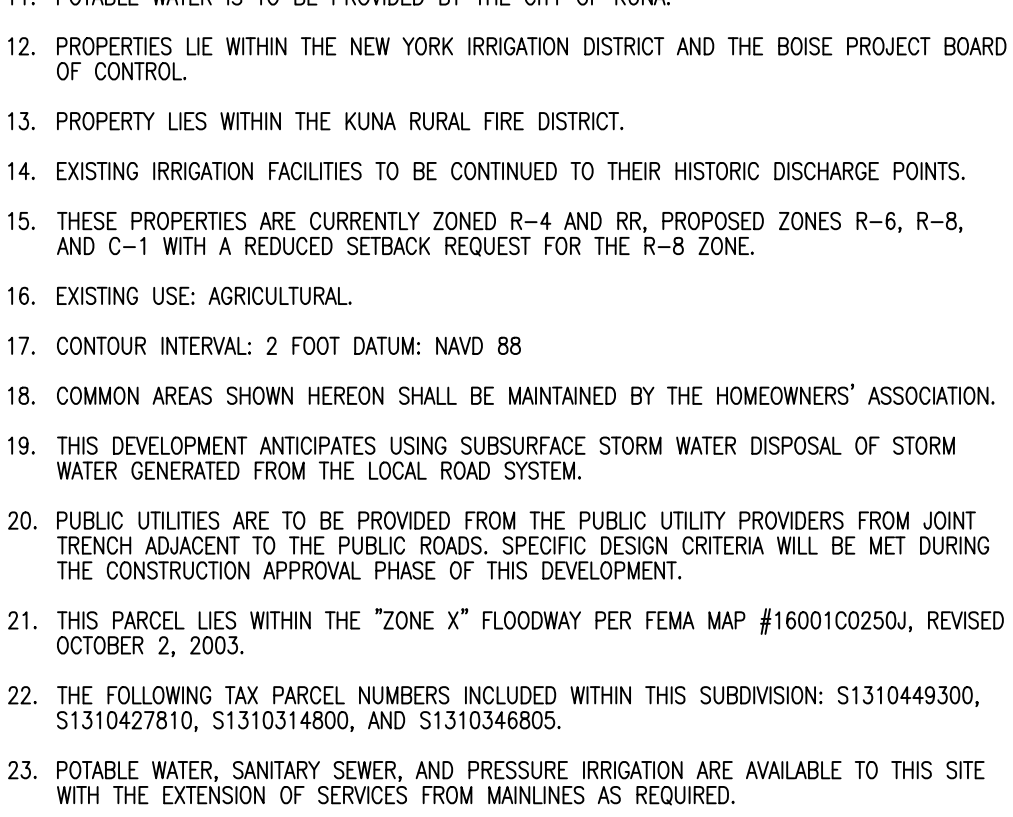
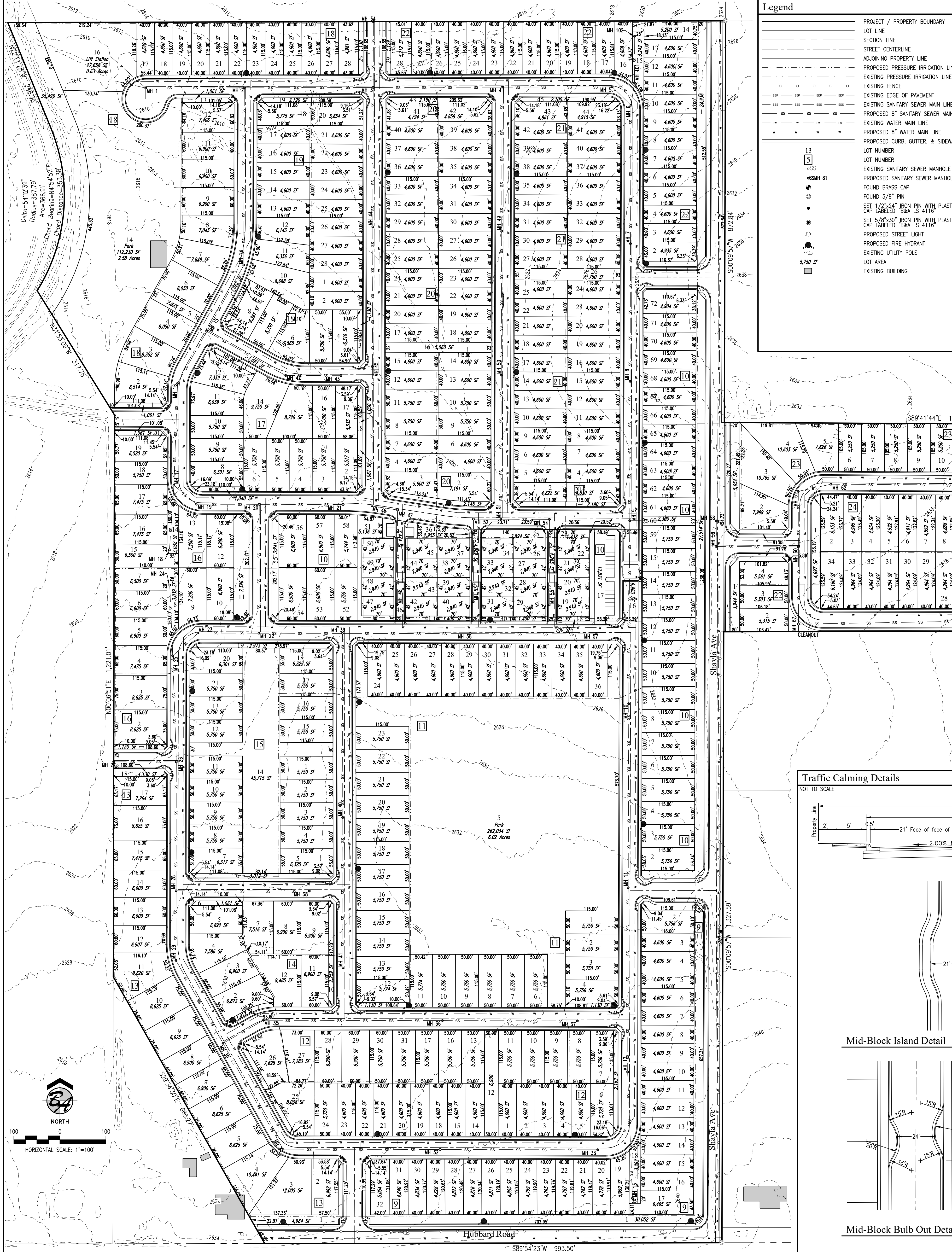


- Notes**
1. THERE ARE NO POTENTIALLY HAZARDOUS AREAS.
 2. THERE ARE NO STREAMS, PONDS, LAKES, OR WETLANDS ON THIS PROPERTY.
 3. THERE ARE NO NATURAL DRAINAGE SWALES ON THIS PROPERTY.
 4. THERE ARE NO PERMANENT AND/OR SEASONAL HIGH GROUNDWATER AREAS ON THIS PROPERTY.
 5. THIS PROPERTY IS NOT IN A FLOOD PLAIN AREA.
 6. THERE ARE NO IDENTIFIED UNSTABLE ROCK FORMATIONS, OR LANDSLIDE AREAS ON THIS PROPERTY.
 7. THERE ARE AREAS ANTICIPATED TO HAVE SHALLOW BEDROCK.
 8. THIS PROPERTY IS NOT IN AN AQUIFER RECHARGE AREA.
 9. NO UNSTABLE SOILS SUSCEPTIBLE TO EROSION EXISTING ON THIS PROPERTY. ALL AREAS ARE SUITABLE FOR DEVELOPMENT.
 10. SANITARY SEWER SERVICE IS TO BE PROVIDED BY THE CITY OF KUNA.
 11. POTABLE WATER IS TO BE PROVIDED BY THE CITY OF KUNA.
 12. PROPERTIES LIE WITHIN THE NEW YORK IRRIGATION DISTRICT AND THE BOISE PROJECT BOARD OF CONTROL.
 13. PROPERTY LIES WITHIN THE KUNA RURAL FIRE DISTRICT.
 14. EXISTING IRRIGATION FACILITIES TO BE CONTINUED TO THEIR HISTORIC DISCHARGE POINTS.
 15. THESE PROPERTIES ARE CURRENTLY ZONED R-4 AND RR. PROPOSED ZONES R-6, R-8, AND C-1 WITH A REDUCED SETBACK REQUEST FOR THE R-6, R-8, AND C-1.
 16. EXISTING USE: AGRICULTURAL.
 17. CONTOUR INTERVAL: 2 FOOT DATUM: NAVD 83
 18. COMMON AREAS SHOWN HEREON SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
 19. THIS DEVELOPMENT ANTICIPATES USING SURFACE STORM WATER DISPOSAL OF STORM WATER GENERATED FROM THE LOCAL ROAD SYSTEM.
 20. PUBLIC UTILITIES ARE TO BE PROVIDED FROM THE PUBLIC UTILITY PROVIDERS FROM JOINT TRENCH ADJACENT TO THE PUBLIC ROADS. SPECIFIC DESIGN CRITERIA WILL BE MET DURING THE CONSTRUCTION APPROVAL PHASE OF THIS DEVELOPMENT.
 21. THIS PARCEL LIES WITHIN THE "ZONE X" FLOODWAY PER FEMA MAP #1600102050, REVISED OCTOBER 2, 2005.
 22. THE FOLLOWING TAX PARCEL NUMBERS INCLUDED WITHIN THIS SUBDIVISION: 5131043800, 51310427810, 51310314800, AND 51310346800.
 23. POTABLE WATER, SANITARY SEWER, AND PRESSURE IRRIGATION ARE AVAILABLE TO THIS SITE WITH THE EXTENSION OF SERVICES FROM MAINLINES AS REQUIRED.



Sanitary Sewer Manhole Table

SS#	INVERT IN (ELEV)	DIR	INVERT OUT (ELEV)	DIR	DEPTH (FEET)	SS#	INVERT IN (ELEV)	DIR	INVERT OUT (ELEV)	DIR	DEPTH (FEET)
1	2007.73	E	2000.63	W	7.10	4	2014.73	S	2012.42	N	2.31
2	2001.99	E	2001.59	W	0.40	5	2015.54	E	2015.99	W	0.45
3	2002.91	N	2002.81	S	0.10	6	2017.78	W	2017.78	W	0.00
4	2008.07	S	2002.81	N	5.26	7	2022.20	S	2022.10	N	0.10
5	2008.77	S	2008.67	N	0.10	8	2022.52	S	2022.42	N	0.10
6	2011.99	S	2011.89	N	0.10	9	2023.21	N	2023.21	N	0.00
7	2015.80	S	2015.70	N	0.10	10	2023.91	S	2023.81	N	0.10
8	2017.10	S	2017.00	N	0.10	11	2024.60	E	2024.50	W	0.10
9	2018.40	S	2018.30	N	0.10	12	2025.30	S	2025.20	N	0.10
10	2020.10	S	2020.00	N	0.10	13	2026.00	S	2025.90	N	0.10
11	2021.80	S	2021.70	N	0.10	14	2026.70	S	2026.60	N	0.10
12	2023.50	S	2023.40	N	0.10	15	2027.40	S	2027.30	N	0.10
13	2025.20	S	2025.10	N	0.10	16	2028.10	S	2028.00	N	0.10
14	2026.90	S	2026.80	N	0.10	17	2028.80	S	2028.70	N	0.10
15	2028.60	S	2028.50	N	0.10	18	2029.50	S	2029.40	N	0.10
16	2030.30	S	2030.20	N	0.10	19	2030.20	S	2030.10	N	0.10
17	2032.00	S	2031.90	N	0.10	20	2030.90	S	2030.80	N	0.10
18	2033.70	S	2033.60	N	0.10	21	2031.60	S	2031.50	N	0.10
19	2035.40	S	2035.30	N	0.10	22	2032.30	S	2032.20	N	0.10
20	2037.10	S	2037.00	N	0.10	23	2033.00	S	2032.90	N	0.10
21	2038.80	S	2038.70	N	0.10	24	2033.70	S	2033.60	N	0.10
22	2040.50	S	2040.40	N	0.10	25	2034.40	S	2034.30	N	0.10
23	2042.20	S	2042.10	N	0.10	26	2035.10	S	2035.00	N	0.10
24	2043.90	S	2043.80	N	0.10	27	2035.80	S	2035.70	N	0.10
25	2045.60	S	2045.50	N	0.10	28	2036.50	S	2036.40	N	0.10
26	2047.30	S	2047.20	N	0.10	29	2037.20	S	2037.10	N	0.10
27	2049.00	S	2048.90	N	0.10	30	2037.90	S	2037.80	N	0.10
28	2050.70	S	2050.60	N	0.10	31	2038.60	S	2038.50	N	0.10
29	2052.40	S	2052.30	N	0.10	32	2039.30	S	2039.20	N	0.10
30	2054.10	S	2054.00	N	0.10	33	2040.00	S	2039.90	N	0.10
31	2055.80	S	2055.70	N	0.10	34	2040.70	S	2040.60	N	0.10
32	2057.50	S	2057.40	N	0.10	35	2041.40	S	2041.30	N	0.10
33	2059.20	S	2059.10	N	0.10	36	2042.10	S	2042.00	N	0.10
34	2060.90	S	2060.80	N	0.10	37	2042.80	S	2042.70	N	0.10
35	2062.60	S	2062.50	N	0.10	38	2043.50	S	2043.40	N	0.10
36	2064.30	S	2064.20	N	0.10	39	2044.20	S	2044.10	N	0.10
37	2066.00	S	2065.90	N	0.10	40	2044.90	S	2044.80	N	0.10
38	2067.70	S	2067.60	N	0.10	41	2045.60	S	2045.50	N	0.10
39	2069.40	S	2069.30	N	0.10	42	2046.30	S	2046.20	N	0.10
40	2071.10	S	2071.00	N	0.10	43	2047.00	S	2046.90	N	0.10
41	2072.80	S	2072.70	N	0.10	44	2047.70	S	2047.60	N	0.10
42	2074.50	S	2074.40	N	0.10	45	2048.40	S	2048.30	N	0.10
43	2076.20	S	2076.10	N	0.10	46	2049.10	S	2049.00	N	0.10
44	2077.90	S	2077.80	N	0.10	47	2049.80	S	2049.70	N	0.10
45	2079.60	S	2079.50	N	0.10	48	2050.50	S	2050.40	N	0.10
46	2081.30	S	2081.20	N	0.10	49	2051.20	S	2051.10	N	0.10
47	2083.00	S	2082.90	N	0.10	50	2051.90	S	2051.80	N	0.10
48	2084.70	S	2084.60	N	0.10	51	2052.60	S	2052.50	N	0.10
49	2086.40	S	2086.30	N	0.10	52	2053.30	S	2053.20	N	0.10
50	2088.10	S	2088.00	N	0.10	53	2054.00	S	2053.90	N	0.10
51	2089.80	S	2089.70	N	0.10						
52	2091.50	S	2091.40	N	0.10						
53	2093.20	S	2093.10	N	0.10						



Land Use & Density Calculations

DESCRIPTION	AREA (ACRES)	PERCENTAGE	RESIDENTIAL LOTS	619
PROJECT	13.00	100%	STANDARD LOTS	547
RESIDENTIAL LOTS	73.26	54.23%	CLUSTER LOTS	22
STANDARD LOTS	68.40	50.64%	NON-BUILDABLE LOTS	109
CLUSTER LOTS	4.86	3.69%	LANDSCAPED BUFFER LOTS	10
NON-BUILDABLE LOTS	23.43	17.35%	OPEN SPACE/PARK LOTS	4
LANDSCAPED BUFFER LOTS	11.81	4.30%	LANDSCAPED BUFFER LOTS	10
OPEN SPACE/PARK LOTS	5.51	4.12%	MINIMAL LOT	1
MINIMAL LOT	2.22	1.62%	MINIMAL LOT	1
MINIMAL LOT	0.81	0.60%	MINIMAL LOT	1
LPT STATION LOT	0.64	0.47%	MINIMAL LOT	2
OVERALL NET RESIDENTIAL DENSITY	1.92 U/LA		MINIMAL LOT	21
OVERALL GROSS RESIDENTIAL DENSITY	4.58 U/LA		MINIMAL LOT	21
RIGHT-OF-WAY	7.94	5.95%	MINIMAL LOT	21
QUALIFIED OPEN SPACE	30.56	22.82%	MINIMAL LOT	21

Underground Utility Note

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE ACCURATE. ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE CERTIFIES THAT HE HAS LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATIONS MAY EXIST BETWEEN THE LOCATIONS SHOWN HEREON AND THEIR ACTUAL LOCATIONS.

SHEET NO: 1
 DATE: MAY 13, 2021
 HORIZ. SCALE: AS NOTED
 VERT. SCALE: AS NOTED
 DRAWN BY: J.L. HALL
 CHECKED BY: J.D. CANNING
 FILE: H06(14)Sabino's Sub Plat(14)dwg

Applicant
 ALPHA HOLDINGS, LLC
 872 W. BOGUS VIEW DR.
 EAGLE, ID 83616

Parcel Numbers
 51310314800, 51310346800,
 51310427810, & 51310438000

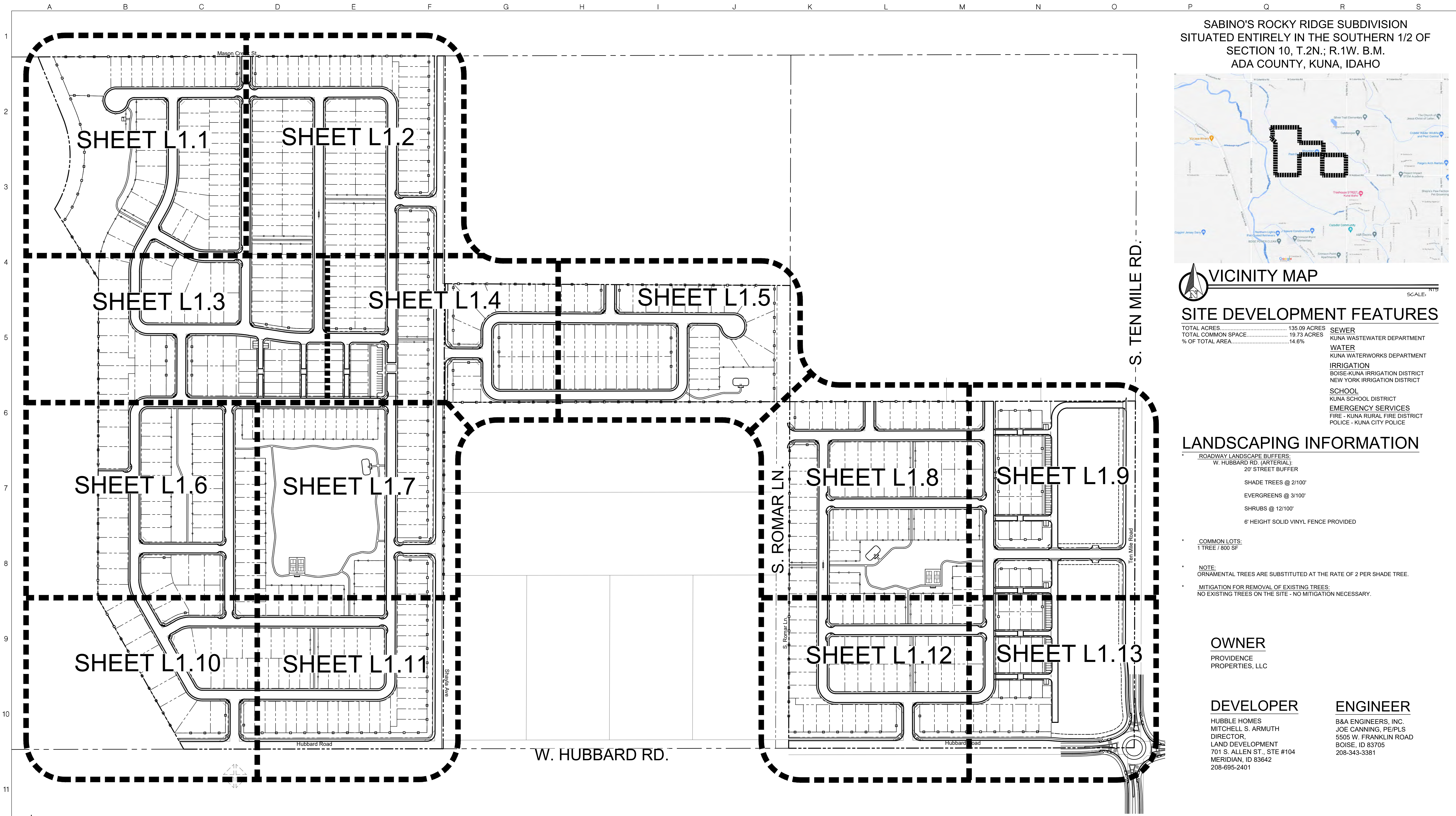
Preliminary Plat

Sabino's Rocky Ridge Subdivision

PARCELS OF LAND BEING SITUATE IN THE SOUTH HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

B&A Engineers, Inc.
 Consulting Engineers, Surveyors & Planners
 5505 S. Franklin Rd. Boise, ID 83705
 (208) 343-3381





SABINO'S ROCKY RIDGE SUBDIVISION
SITUATED ENTIRELY IN THE SOUTHERN 1/2 OF
SECTION 10, T.2N.; R.1W. B.M.
ADA COUNTY, KUNA, IDAHO



SITE DEVELOPMENT FEATURES

TOTAL ACRES.....	135.09 ACRES	SEWER	KUNA WASTEWATER DEPARTMENT
TOTAL COMMON SPACE.....	19.73 ACRES	WATER	KUNA WATERWORKS DEPARTMENT
% OF TOTAL AREA.....	14.6%	IRRIGATION	BOISE-KUNA IRRIGATION DISTRICT NEW YORK IRRIGATION DISTRICT
		SCHOOL	KUNA SCHOOL DISTRICT
		EMERGENCY SERVICES	FIRE - KUNA RURAL FIRE DISTRICT POLICE - KUNA CITY POLICE

LANDSCAPING INFORMATION

ROADWAY LANDSCAPE BUFFERS:
W. HUBBARD RD. (ARTERIAL):
20' STREET BUFFER

SHADE TREES @ 2'/100'
EVERGREENS @ 3'/100'
SHRUBS @ 12'/100'

6" HEIGHT SOLID VINYL FENCE PROVIDED

COMMON LOTS:
1 TREE / 800 SF

NOTE:
ORNAMENTAL TREES ARE SUBSTITUTED AT THE RATE OF 2 PER SHADE TREE.

MITIGATION FOR REMOVAL OF EXISTING TREES:
NO EXISTING TREES ON THE SITE - NO MITIGATION NECESSARY.

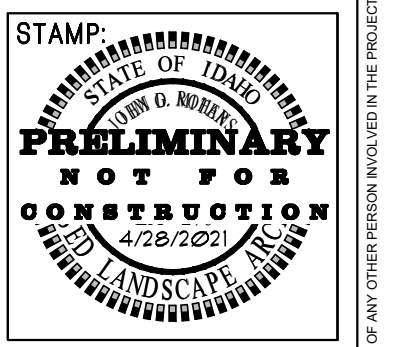
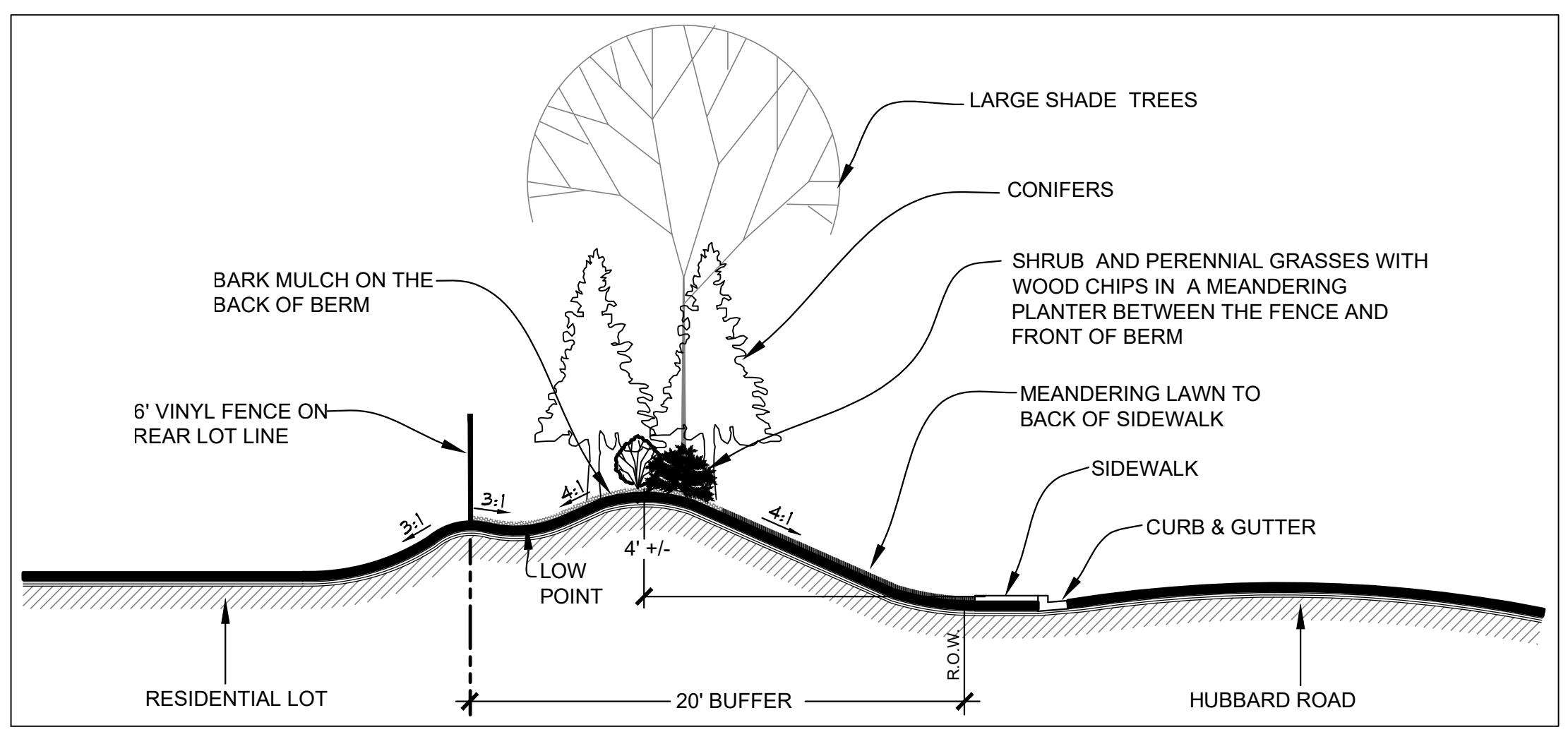
OWNER
PROVIDENCE
PROPERTIES, LLC

DEVELOPER
HUBBLE HOMES
MITCHELL S. ARMUTH
DIRECTOR,
LAND DEVELOPMENT
701 S. ALLEN ST., STE #104
MERIDIAN, ID 83642
208-695-2401

ENGINEER
B&A ENGINEERS, INC.
JOE CANNING, PE/PLS
DIRECTOR,
5505 W. FRANKLIN ROAD
BOISE, ID 83705
208-343-3381

OVERALL LANDSCAPE PLAN

SEE SHEET L1.1-L1.13 FOR DETAILED LANDSCAPE PLANS
SEE SHEET L2.0 FOR LANDSCAPE DETAILS
SEE SHEET L2.1 FOR AMENITY DETAILS.



DATE: 4/28/2021

SOUTH BECK & BAIRD
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.
2001 S. Vida Ave
Kuna, ID 83642
208-343-3381
www.sbaggo.com

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REVISIONS:

No.	Date	Description

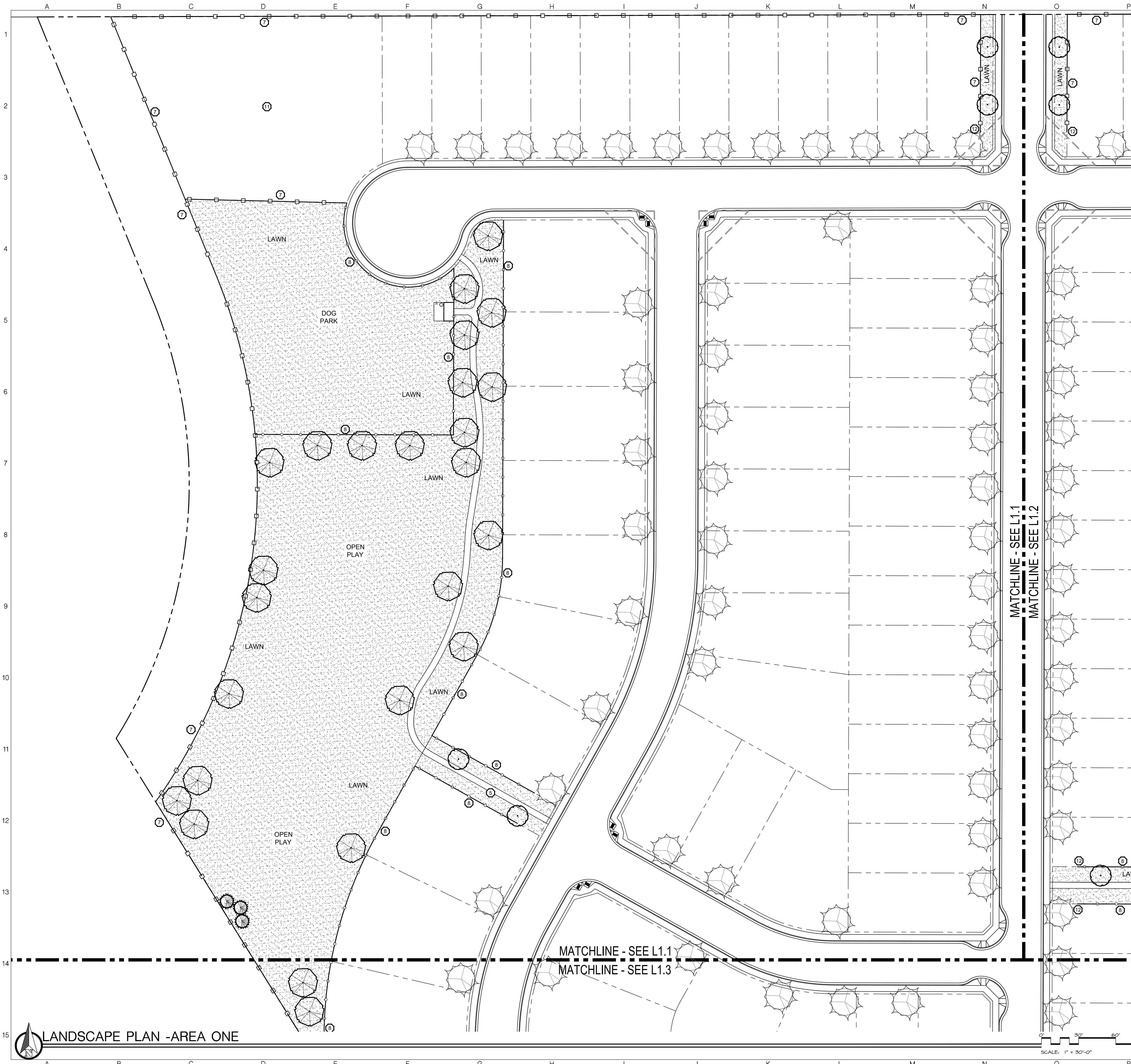
OVERALL LANDSCAPE PLAN
Sabino's Rocky Ridge Subdivision
Kuna, Idaho 83634

W Hubbard Rd.

DRAWN BY: JAG
CHECKED BY: JDR
PROJECT NUMBER: 21-075
SHEET:

L1.0

PRELIMINARY PLAT



LANDSCAPE LEGEND

	CUT EDGE, SEE DETAIL 2/L2.0		TURF TYPE TALL FESCUE SOG OVER APPROVED TOPSOIL
	6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0		QUANTITY PLANT IDENTIFICATION KEY
	6' SEMI-PRIVACY FENCE, SEE DETAIL 6/L2.0		
	PROPERTY LINE (VERIFY)		

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES SEE DETAIL 7/L2.0				
	Acer platanoides 'Columnarbroad'	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra 'River Birch'	2" B&B	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline'	2" B&B	45' hgt. 30' w	CLASS II
	Skyline Honeylocust	2" B&B	35' hgt. 15' w	CLASS II
	Quercus robur x alba 'Streetspire Oak'	2" B&B	35' hgt. 35' w	CLASS II
	Tilia tomentosa 'Sterling'	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtow'	2" B&B	24' hgt. 36' w	CLASS II
	Wireless Zelkova			
ORNAMENTAL TREES SEE DETAIL 7/L2.0				
	Malus x 'Red Baron'	2" B&B	15' hgt. 10' w	CLASS I
	Red Barron Crabapple	2" B&B	20' hgt. 20' w	CLASS I
	Prunus cerasifera 'Thundercloud'	2" B&B	20' hgt. 15' w	CLASS I
	Prunus sargentii 'Columaris'	2" B&B	30' hgt. 15' w	CLASS I
	Columnar Sargent Cherry			
CONIFEROUS TREES SEE DETAIL 6/L2.0				
	Picea pungens 'Bachei'	6" B&B	15' hgt. 8' w	CONIF.
	Bacheri Spruce	6" B&B	20' hgt. 10' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid'	6" B&B	20' hgt. 10' w	CONIF.
	Vanderwolf's Limber Pine	8'-10" B&B	35' hgt. 15' w	CONIF.
	Picea pungens 'glauca'			
	Colorado Blue Spruce			
GROUND COVERS/ GRASSES/ PERENNIALS SEE DETAIL 2/L2.0				
	Coreopsis rosea 'Sweet Dreams'	1 Gal.	1' hgt. x 1' wide	
	Sweet Dreams Tickseed	1 Gal.	3' hgt. x 2' wide	
	Calamagrostis x. acutiflora 'Overdam'	1 Gal.	18" hgt. x 2' wide	
	Dwarf Feather Grass	1 Gal.	2' hgt. x 3' wide	
	Hemerocallis x 'Stella De Oro'	1 Gal.	2' hgt. x 3' wide	
	Stella De Oro Daylily	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny'	1 Gal.	2' hgt. x 3' wide	
	Little Bunny Dwarf Fountain Grass			
SHRUBS SEE DETAIL 3/L2.0				
	Euonymus alatus 'Compactus'	2 Gal.	4' hgt. x 4' wide	
	Dwarf Burning Bush	5 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem'	2 Gal.	3' hgt. x 2' wide	
	Winter Gem Boxwood	2 Gal.	3' hgt. x 2' wide	
	Berberis thunbergii 'Helmhold Pillar'	2 Gal.	3' hgt. x 2' wide	
	Helmhold Pillar Barberry	5 Gal.	6' hgt. x 6' wide	
	Cornus alba 'Baillhali'	5 Gal.	6' hgt. x 6' wide	
	Ivory Halo Dogwood	5 Gal.	4' hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip'	5 Gal.	4' hgt. x 6' wide	
	Blue Chip Juniper	2" B&B	45' hgt. 35' wide	CLASS II
	Pinus strobus 'Blue Shag'	2 Gal.	4' hgt. x 4' wide	
	Blue Shag Eastern White Pine	2" B&B	50' hgt. 40' wide	CLASS II
	Physocarpus opulifolius 'Seaward'	2 Gal.	3' hgt. x 3' wide	
	Summer Wine Ninebark	2" B&B	35' hgt. 30' wide	CLASS II
	Potentilla fruticosa 'Gold Star'	2 Gal.	10' hgt. x 8' wide	
	Gold Star Potentilla	2" B&B	50' hgt. 45' wide	CLASS II
	Prunus x cistena	2 Gal.	2' hgt. x 4' wide	
	Dwarf Red Leaf Sand Cherry	2" B&B	50' hgt. 45' wide	CLASS II
	Rosa x 'Noasplash'	2 Gal.	2' hgt. x 4' wide	
	Pink Splash Groundcover Rose	2 Gal.	3' hgt. 3' wide	
	Spiraea japonica 'Goldmound'	2 Gal.	3' hgt. 3' wide	
	Goldmound Spiraea			

CALLOUT LEGEND

	40' VISION TRIANGLE		6' SEMI-PRIVACY VINYL FENCE
	PICKLEBALL COURTS		3'-4" BERM WITH 3:1 MAX SLOPE SEE DETAIL, SHEET L1.0
	FITNESS STATIONS SEE DETAILS, SHEET L2.1		DOG PARK
	YOUTH SOCCER FIELDS APPROX. SPACE INDICATED		CITY LIFT STATION
	5' CONCRETE PATHWAY		START FENCE LINE AT 20' BUILDING SETBACK
	PLAYGROUND STRUCTURE BY OWNER		
	6' SOLID VINYL FENCE		

RESIDENTIAL STREET TREES

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	Acer platanoides 'Fairview'			
	Fairview Maple			
	Fraxinus pennsylvanica 'Urbanite'			
	Urbanite Green Ash			
	Pyrus calleryana 'Holmford'			
	Bradford Flowering Pear			
	Quercus rubra			
	Red Oak			

REVISIONS:

No.	Date	Description

SCALE: 1" = 30'-0"

DATE: 4/28/2021

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SOUTH BECK & BAIRD
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Dba South Beck & Baird Landscape Architecture P.C.

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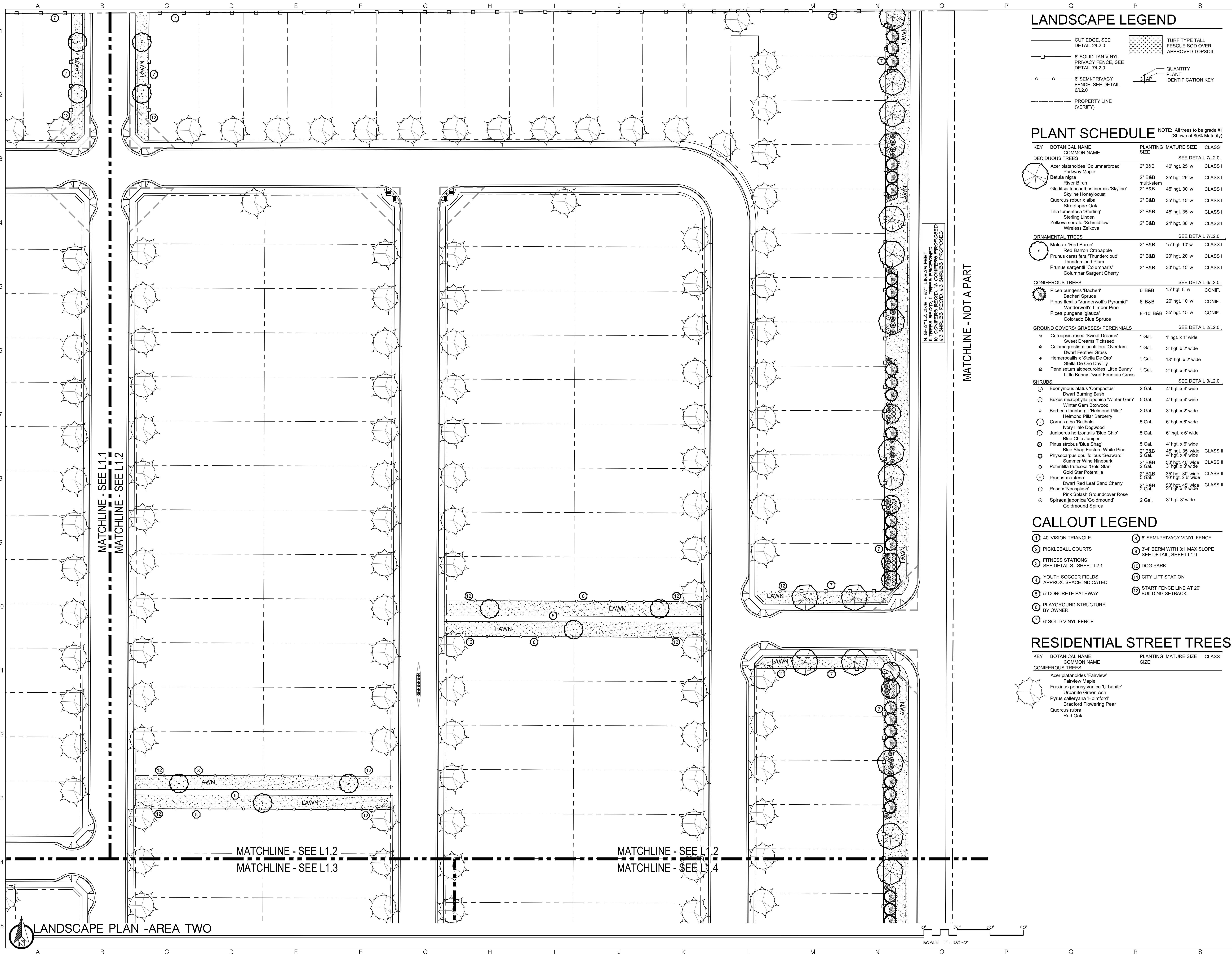
REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN
Sabino's Rocky Ridge Subdivision
W Hubbard Rd.
Kuna, Idaho 83634

DRAWN BY: JAG
CHECKED BY: JDR
PROJECT NUMBER: 21-075
SHEET: L1.1

PRELIMINARY PLAN



LANDSCAPE LEGEND

- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' SEMI-PRIVACY FENCE, SEE DETAIL 6/L2.0
- - - PROPERTY LINE (VERIFY)
- TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL
- 3/AP QUANTITY PLANT IDENTIFICATION KEY

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES SEE DETAIL 7/L2.0				
○	Acer platanoides 'Columnarbroad'	2" B&B	40' hgt. 25' w	CLASS II
○	Betula nigra River Birch	2" B&B	35' hgt. 25' w	CLASS II
○	Gleditsia triacanthos inermis 'Skyline'	2" B&B	45' hgt. 30' w	CLASS II
○	Skyline Honeylocust	2" B&B	35' hgt. 15' w	CLASS II
○	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 35' w	CLASS II
○	Tilia tomentosa 'Sterling'	2" B&B	45' hgt. 35' w	CLASS II
○	Sterling Linden	2" B&B	24' hgt. 36' w	CLASS II
○	Zelkova serrata 'Schmidtow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
ORNAMENTAL TREES SEE DETAIL 7/L2.0				
○	Malus x 'Red Baron'	2" B&B	15' hgt. 10' w	CLASS I
○	Red Barron Crabapple	2" B&B	20' hgt. 20' w	CLASS I
○	Prunus cerasifera 'Thundercloud'	2" B&B	20' hgt. 15' w	CLASS I
○	Thundercloud Plum	2" B&B	30' hgt. 15' w	CLASS I
○	Prunus sargentii 'Columaris'	2" B&B	30' hgt. 15' w	CLASS I
○	Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
CONIFEROUS TREES SEE DETAIL 6/L2.0				
○	Picea pungens 'Bacheri'	6" B&B	15' hgt. 8' w	CONIF.
○	Bacheri Spruce	6" B&B	20' hgt. 10' w	CONIF.
○	Pinus flexilis 'Vanderwolf's Pyramid'	6" B&B	20' hgt. 10' w	CONIF.
○	Vanderwolf's Limber Pine	6" B&B	35' hgt. 15' w	CONIF.
○	Picea pungens 'glauca'	8'-10" B&B	35' hgt. 15' w	CONIF.
○	Colorado Blue Spruce			
GROUND COVERS/ GRASSES/ PERENNIALS SEE DETAIL 2/L2.0				
○	Coreopsis 'Sweet Dreams'	1 Gal.	1' hgt. x 1' wide	
○	Sweet Dreams Tickseed	1 Gal.	3' hgt. x 2' wide	
○	Calamagrostis x. acutiflora 'Overdam'	1 Gal.	18" hgt. x 2' wide	
○	Dwarf Feather Grass	1 Gal.	2' hgt. x 3' wide	
○	Hemerocallis x 'Stella De Oro'	1 Gal.	2' hgt. x 3' wide	
○	Stella De Oro Daylily	1 Gal.	2' hgt. x 3' wide	
○	Pennisetum alopecuroides 'Little Bunny'	1 Gal.	2' hgt. x 3' wide	
○	Little Bunny Dwarf Fountain Grass			
SHRUBS SEE DETAIL 3/L2.0				
○	Euonymus alatus 'Compactus'	2 Gal.	4' hgt. x 4' wide	
○	Dwarf Burning Bush	5 Gal.	4' hgt. x 4' wide	
○	Buxus microphylla japonica 'Winter Gem'	2 Gal.	3' hgt. x 2' wide	
○	Winter Gem Boxwood	2 Gal.	6' hgt. x 6' wide	
○	Berberis thunbergii 'Helmound Pillar'	5 Gal.	6" hgt. x 6' wide	
○	Helmound Pillar Barberry	5 Gal.	4' hgt. x 6' wide	
○	Cornus alba 'Baillhali'	5 Gal.	4' hgt. x 6' wide	
○	Ivory Halo Dogwood	2" B&B	45' hgt. 35' wide	CLASS II
○	Juniperus horizontalis 'Blue Chip'	2 Gal.	4' hgt. x 4' wide	
○	Blue Chip Juniper	2" B&B	50' hgt. 40' wide	CLASS II
○	Pinus strobus 'Blue Shag'	2 Gal.	3' hgt. x 3' wide	
○	Blue Shag Eastern White Pine	2" B&B	50' hgt. 40' wide	CLASS II
○	Physocarpus opulifolius 'Seaward'	2 Gal.	50' hgt. 40' wide	CLASS II
○	Summer Wine Ninebark	2" B&B	35' hgt. 30' wide	CLASS II
○	Potentilla fruticosa 'Gold Star'	2 Gal.	10' hgt. x 8' wide	
○	Gold Star Potentilla	2" B&B	50' hgt. 45' wide	CLASS II
○	Prunus x cistena	2 Gal.	2' hgt. x 4' wide	
○	Dwarf Red Leaf Sand Cherry	2" B&B	50' hgt. 45' wide	CLASS II
○	Rosa x 'Noasplash'	2 Gal.	2' hgt. x 4' wide	
○	Pink Splash Groundcover Rose	2 Gal.	3' hgt. 3' wide	
○	Spiraea japonica 'Goldmound'	2 Gal.	3' hgt. 3' wide	
○	Goldmound Spiraea			

CALLOUT LEGEND

- ① 40' VISION TRIANGLE
- ② PICKLEBALL COURTS
- ③ FITNESS STATIONS
SEE DETAILS, SHEET L2.1
- ④ YOUTH SOCCER FIELDS
APPROX. SPACE INDICATED
- ⑤ 5' CONCRETE PATHWAY
- ⑥ PLAYGROUND STRUCTURE
BY OWNER
- ⑦ 6' SOLID VINYL FENCE
- ⑧ 6' SEMI-PRIVACY VINYL FENCE
- ⑨ 3'-4" BERM WITH 3:1 MAX SLOPE
SEE DETAIL, SHEET L1.0
- ⑩ DOG PARK
- ⑪ CITY LIFT STATION
- ⑫ START FENCE LINE AT 20'
BUILDING SETBACK.

RESIDENTIAL STREET TREES

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
CONIFEROUS TREES				
○	Acer platanoides 'Fairview'			
○	Fairview Maple			
○	Fraxinus pennsylvanica 'Urbanite'			
○	Urbanite Green Ash			
○	Pyrus calleryana 'Holmford'			
○	Bradford Flowering Pear			
○	Quercus rubra			
○	Red Oak			

DATE: 4/28/2021

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SOUTH BECK & BAIRD
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REVISIONS:	
No.	Description

DETAILED LANDSCAPE PLAN
Sabino's Rocky Ridge Subdivision
Kuna, Idaho 83634

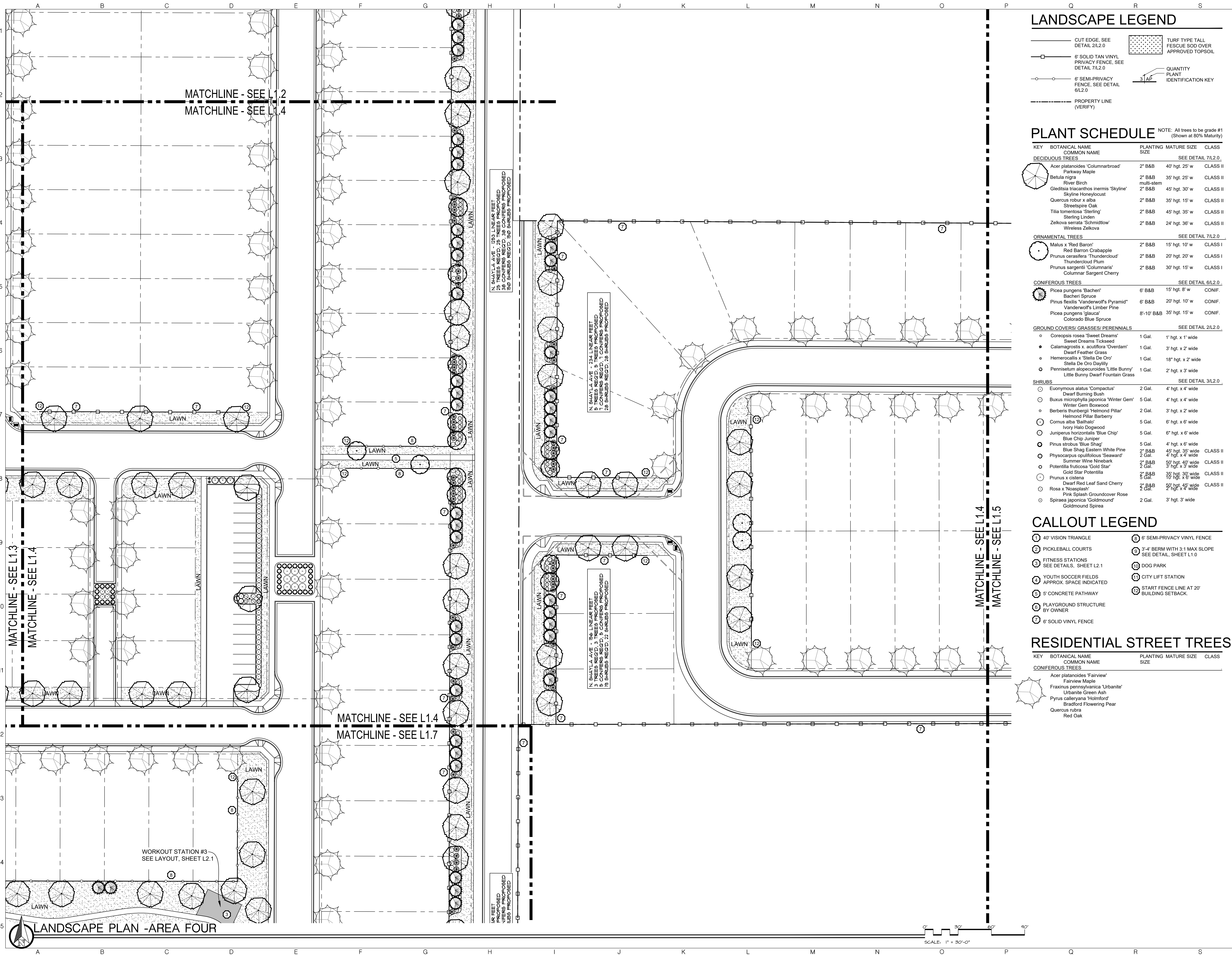
W Hubbard Rd.

DRAWN BY: JAG
CHECKED BY: JDR
PROJECT NUMBER: 21-075
SHEET: L1.2

PRELIMINARY PLAN

LANDSCAPE PLAN - AREA TWO

SCALE: 1" = 30'-0"



LANDSCAPE LEGEND

	CUT EDGE, SEE DETAIL 2/L2.0		TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL
	6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0		QUANTITY PLANT IDENTIFICATION KEY
	6' SEMI-PRIVACY FENCE, SEE DETAIL 6/L2.0		
	PROPERTY LINE (VERIFY)		

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES					
	Acer platanoides	'Columnarbrood'	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra	Parkway Maple	2" B&B	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos	'Skyline'	2" B&B	45' hgt. 30' w	CLASS II
	Quercus robur	'x alba'	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa	'Sterling'	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata	'Schmidtow'	2" B&B	24' hgt. 36' w	CLASS II
	Malus x 'Red Baron'	Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera	'Thundercloud'	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii	'Columnar Sargent Cherry'	2" B&B	30' hgt. 15' w	CLASS I
ORNAMENTAL TREES					
	Picea pungens	'Bacheii'	6" B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis	'Vanderwolf's Pyramid'	6" B&B	20' hgt. 10' w	CONIF.
	Picea pungens	'glauca'	8'-10" B&B	35' hgt. 15' w	CONIF.
CONIFEROUS TREES					
	Picea pungens	'glauca'	8'-10" B&B	35' hgt. 15' w	CONIF.
GROUND COVERS/ GRASSES/ PERENNIALS					
	Coreopsis rosea	'Sweet Dreams'	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x acutiflora	'Overdam'	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro'	Stella De Oro Daylily	1 Gal.	18" hgt. x 2' wide	
	Pennisetum alopecuroides	'Little Bunny'	1 Gal.	2' hgt. x 3' wide	
SHRUBS					
	Euonymus alatus	'Compactus'	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla	japonica 'Winter Gem'	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii	'Helmholdt Pillar'	2 Gal.	3' hgt. x 2' wide	
	Cornus alba	'Baillhali'	5 Gal.	6' hgt. x 6' wide	
	Juniperus horizontalis	'Blue Chip'	5 Gal.	6" hgt. x 6' wide	
	Pinus strobus	'Blue Shag'	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolius	'Seaward'	2" B&B	50' hgt. 40' wide	CLASS II
	Potentilla fruticosa	'Gold Star'	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena	'Dwarf Red Leaf Sand Cherry'	2" B&B	35' hgt. 30' wide	CLASS II
	Rosa x 'Noosplash'	Pink Splash Groundcover Rose	2 Gal.	50' hgt. 45' wide	CLASS II
	Spiraea japonica	'Goldmound'	2 Gal.	3' hgt. 3' wide	

CALLOUT LEGEND

①	40" VISION TRIANGLE	⑥	6' SEMI-PRIVACY VINYL FENCE
②	PICKLEBALL COURTS	⑦	3'-4" BERM WITH 3:1 MAX SLOPE SEE DETAIL, SHEET L1.0
③	FITNESS STATIONS SEE DETAILS, SHEET L2.1	⑧	DOG PARK
④	YOUTH SOCCER FIELDS APPROX. SPACE INDICATED	⑨	CITY LIFT STATION
⑤	5' CONCRETE PATHWAY	⑩	START FENCE LINE AT 20' BUILDING SETBACK.
⑪	PLAYGROUND STRUCTURE BY OWNER		
⑫	6' SOLID VINYL FENCE		

RESIDENTIAL STREET TREES

KEY	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
CONIFEROUS TREES					
	Acer platanoides	'Fairview'			
	Fraxinus pennsylvanica	'Urbanite'			
	Pyrus calleryana	'Holmford'			
	Quercus rubra	'Red Oak'			

PRELIMINARY

DATE: 4/28/2021

SOUTH BECK & BAIRD

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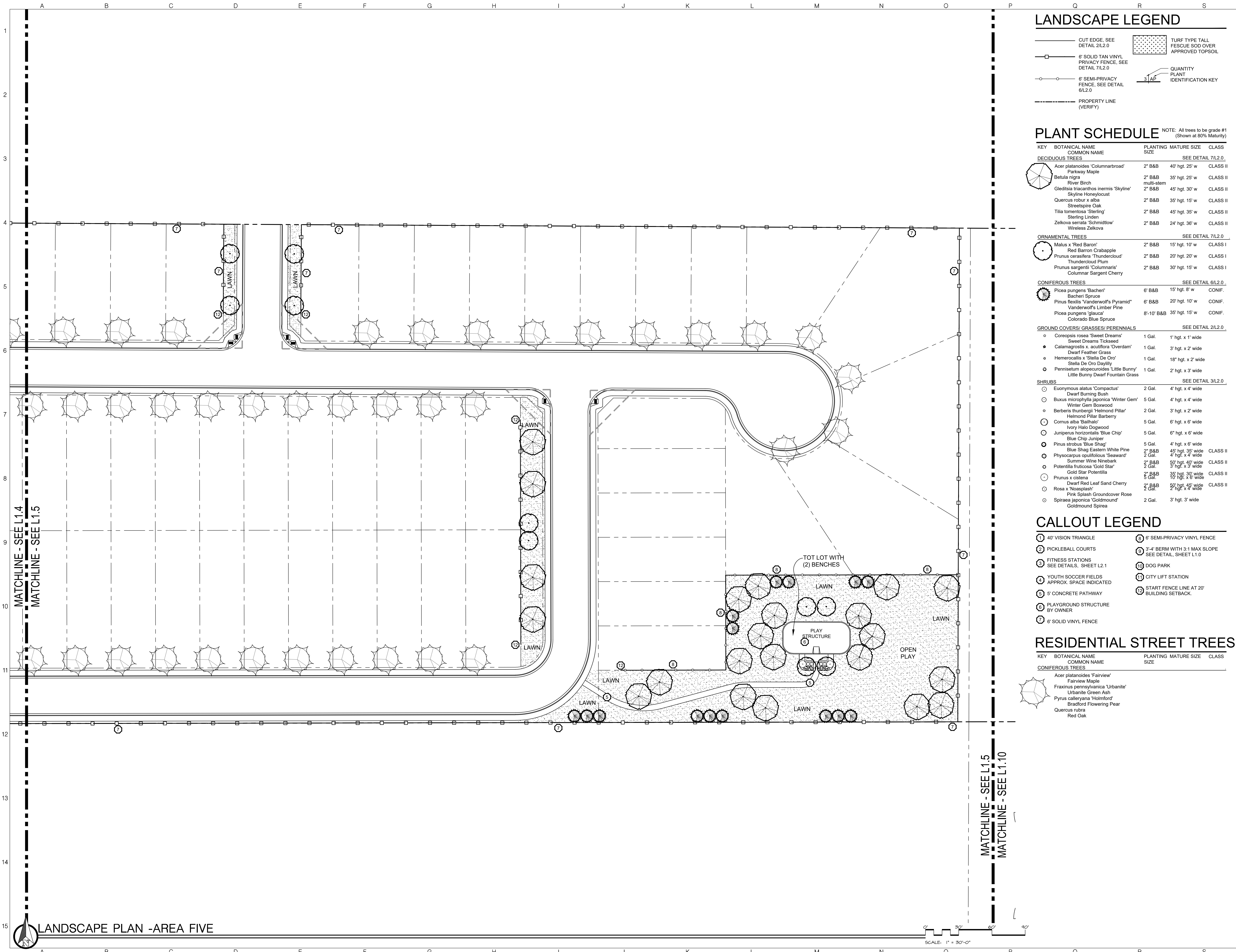
REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN
Sabino's Rocky Ridge Subdivision
W Hubbard Rd.
Kuna, Idaho 83634

DRAWN BY: JAG
CHECKED BY: JDR
PROJECT NUMBER: 21-075
SHEET: L1.4

PRELIMINARY PLAT



LANDSCAPE LEGEND

- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' SEMI-PRIVACY FENCE, SEE DETAIL 6/L2.0
- PROPERTY LINE (VERIFY)
- TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL
- QUANTITY PLANT IDENTIFICATION KEY

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

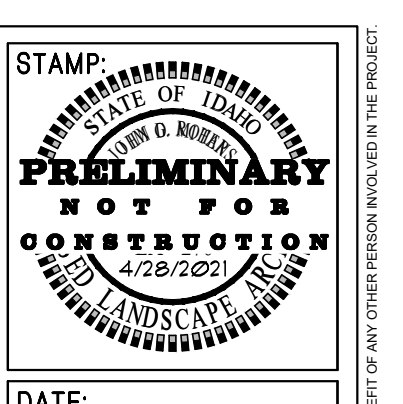
KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES SEE DETAIL 7/L2.0				
	Acer platanoides 'Columnarbrood'	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra	2" B&B	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline'	2" B&B	45' hgt. 30' w	CLASS II
	Quercus robur x alba	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling'	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtow'	2" B&B	24' hgt. 36' w	CLASS II
	Prunus sargentii 'Columaris'	2" B&B	30' hgt. 15' w	CLASS I
	Prunus cerasifera 'Thundercloud'	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii 'Columaris'	2" B&B	30' hgt. 15' w	CLASS I
	Picea pungens 'Bacheri'	6" B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid'	6" B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca'	8'-10' B&B	35' hgt. 15' w	CONIF.
	Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
GROUND COVERS/ GRASSES/ PERENNIALS SEE DETAIL 2/L2.0				
	Coreopsis rosea 'Sweet Dreams'	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x acutiflora 'Overdam'	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x Stella De Oro	1 Gal.	18" hgt. x 2' wide	
	Pennisetum alopecuroides 'Little Bunny'	1 Gal.	2' hgt. x 3' wide	
	Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
SHRUBS SEE DETAIL 3/L2.0				
	Euonymus alatus 'Compactus'	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem'	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmholdt Pillar'	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Baillial'	5 Gal.	6' hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip'	5 Gal.	6" hgt. x 6' wide	
	Pinus strobus 'Blue Shag'	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolius 'Seaward'	2 Gal.	45' hgt. 35' wide	CLASS II
	Potentilla fruticosa 'Gold Star'	2 Gal.	4' hgt. x 4' wide	
	Prunus x cistena	2" B&B	50' hgt. 40' wide	CLASS II
	Rosa x Noasplash	3 Gal.	35' hgt. 30' wide	CLASS II
	Spiraea japonica 'Goldmound'	2 Gal.	10' hgt. x 5' wide	CLASS II
	Goldmound Spiraea	2 Gal.	50' hgt. 45' wide	CLASS II
	Goldmound Spiraea	2 Gal.	2' hgt. x 4' wide	

CALLOUT LEGEND

- ① 40' VISION TRIANGLE
- ② PICKLEBALL COURTS
- ③ FITNESS STATIONS SEE DETAILS, SHEET L2.1
- ④ YOUTH SOCCER FIELDS APPROX. SPACE INDICATED
- ⑤ 5' CONCRETE PATHWAY
- ⑥ PLAYGROUND STRUCTURE BY OWNER
- ⑦ 6' SOLID VINYL FENCE
- ⑧ 6' SEMI-PRIVACY VINYL FENCE
- ⑨ 3'-4" BERM WITH 3:1 MAX SLOPE SEE DETAIL, SHEET L1.0
- ⑩ DOG PARK
- ⑪ CITY LIFT STATION
- ⑫ START FENCE LINE AT 20' BUILDING SETBACK.

RESIDENTIAL STREET TREES

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	Acer platanoides 'Fairview'			
	Fraxinus pennsylvanica 'Urbanite'			
	Pyrus calleryana 'Holmford'			
	Quercus rubra			
	Red Oak			



DATE: 4/28/2021

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South Landscape Architecture P.C.
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REVISIONS:	
No.	Description

W Hubbard Rd.
Kuna, Idaho 83634

DETAILED LANDSCAPE PLAN

Sabino's Rocky Ridge Subdivision

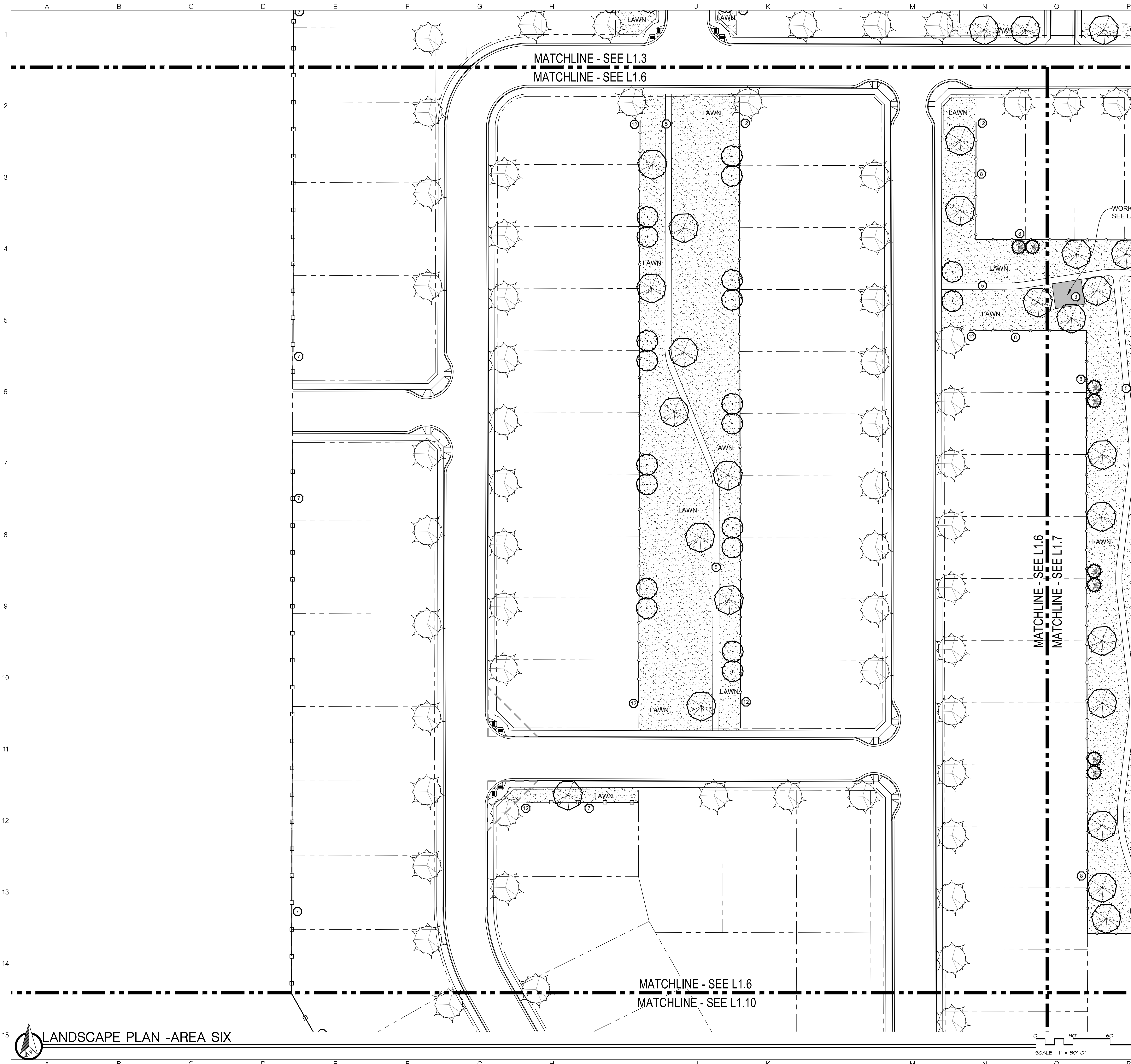
W Hubbard Rd.
 Kuna, Idaho 83634

DRAWN BY: JAG
 CHECKED BY: JDR
 PROJECT NUMBER: 21-075
 SHEET: L1.5

PRELIMINARY PLAN

LANDSCAPE PLAN - AREA FIVE

SCALE: 1" = 30'-0"



LANDSCAPE LEGEND

- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' SEMI-PRIVACY FENCE, SEE DETAIL 6/L2.0
- PROPERTY LINE (VERIFY)
- TURF TYPE TALL FESCUE SOB OVER APPROVED TOPSOIL
- 3" AP QUANTITY PLANT IDENTIFICATION KEY

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES SEE DETAIL 7/L2.0				
○	Acer platanoides 'Columnarbroad'	2" B&B	40' hgt. 25' w	CLASS II
○	Betula nigra 'River Birch'	2" B&B	35' hgt. 25' w	CLASS II
○	Gleditsia triacanthos inermis 'Skyline'	2" B&B	45' hgt. 30' w	CLASS II
○	Skyline Honeylocust	2" B&B	35' hgt. 15' w	CLASS II
○	Quercus robur x alba 'Streetspire Oak'	2" B&B	45' hgt. 35' w	CLASS II
○	Tilia tomentosa 'Sterling'	2" B&B	45' hgt. 35' w	CLASS II
○	Zelkova serrata 'Schmidtlow'	2" B&B	24' hgt. 36' w	CLASS II
○	Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
ORNAMENTAL TREES SEE DETAIL 7/L2.0				
○	Malus x 'Red Baron'	2" B&B	15' hgt. 10' w	CLASS I
○	Red Barron Crabapple	2" B&B	20' hgt. 20' w	CLASS I
○	Prunus cerasifera 'Thundercloud'	2" B&B	20' hgt. 15' w	CLASS I
○	Prunus sargentii 'Columnaris'	2" B&B	30' hgt. 15' w	CLASS I
○	Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
CONIFEROUS TREES SEE DETAIL 6/L2.0				
○	Picea pungens 'Bacheri'	6" B&B	15' hgt. 8' w	CONIF.
○	Bacheri Spruce	6" B&B	15' hgt. 8' w	CONIF.
○	Pinus flexilis 'Vanderwolf's Pyramid'	6" B&B	20' hgt. 10' w	CONIF.
○	Vanderwolf's Limber Pine	6" B&B	20' hgt. 10' w	CONIF.
○	Picea pungens 'glauca'	8'-10" B&B	35' hgt. 15' w	CONIF.
○	Colorado Blue Spruce	8'-10" B&B	35' hgt. 15' w	CONIF.
GROUND COVERS/ GRASSES/ PERENNIALS SEE DETAIL 2/L2.0				
○	Coreopsis 'Sweet Dreams'	1 Gal.	1' hgt. x 1' wide	
○	Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
○	Calamagrostis x. acutiflora 'Overdam'	1 Gal.	3' hgt. x 2' wide	
○	Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
○	Hemerocallis x 'Stella De Oro'	1 Gal.	18" hgt. x 2' wide	
○	Stella De Oro Daylily	1 Gal.	18" hgt. x 2' wide	
○	Pennisetum alopecuroides 'Little Bunny'	1 Gal.	2' hgt. x 3' wide	
○	Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
SHRUBS SEE DETAIL 3/L2.0				
○	Euonymus alatus 'Compactus'	2 Gal.	4' hgt. x 4' wide	
○	Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
○	Buxus microphylla japonica 'Winter Gem'	5 Gal.	4' hgt. x 4' wide	
○	Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
○	Berberis thunbergii 'Helmound Pillar'	2 Gal.	3' hgt. x 2' wide	
○	Helmound Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
○	Cornus alba 'Baillhali'	5 Gal.	6' hgt. x 6' wide	
○	Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
○	Juniperus horizontalis 'Blue Chip'	5 Gal.	6' hgt. x 6' wide	
○	Blue Chip Juniper	5 Gal.	6' hgt. x 6' wide	
○	Pinus strobus 'Blue Shag'	5 Gal.	4' hgt. x 6' wide	
○	Blue Shag Eastern White Pine	2" B&B	45' hgt. 35' wide	CLASS II
○	Physocarpus opulifolius 'Seaward'	2 Gal.	4' hgt. x 4' wide	
○	Summer Wine Ninebark	2" B&B	50' hgt. 40' wide	CLASS II
○	Potentilla fruticosa 'Gold Star'	2 Gal.	3' hgt. x 3' wide	
○	Gold Star Potentilla	2" B&B	35' hgt. 30' wide	CLASS II
○	Prunus x cistena	5 Gal.	10' hgt. x 8' wide	
○	Dwarf Red Leaf Sand Cherry	2" B&B	50' hgt. 45' wide	CLASS II
○	Rosa x 'Noasplash'	2 Gal.	2' hgt. x 4' wide	
○	Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
○	Spiraea japonica 'Goldmound'	2 Gal.	3' hgt. 3' wide	
○	Goldmound Spirea	2 Gal.	3' hgt. 3' wide	

CALLOUT LEGEND

- ① 40' VISION TRIANGLE
- ② PICKLEBALL COURTS
- ③ FITNESS STATIONS SEE DETAILS, SHEET L2.1
- ④ YOUTH SOCCER FIELDS APPROX. SPACE INDICATED
- ⑤ 5' CONCRETE PATHWAY
- ⑥ PLAYGROUND STRUCTURE BY OWNER
- ⑦ 6' SOLID VINYL FENCE
- ⑧ 6' SEMI-PRIVACY VINYL FENCE
- ⑨ 3'-4" BERM WITH 3:1 MAX SLOPE SEE DETAIL, SHEET L1.0
- ⑩ DOG PARK
- ⑪ CITY LIFT STATION
- ⑫ START FENCE LINE AT 20' BUILDING SETBACK.

RESIDENTIAL STREET TREES

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
CONIFEROUS TREES				
○	Acer platanoides 'Fairview'	2" B&B	40' hgt. 25' w	CLASS II
○	Fairview Maple	2" B&B	40' hgt. 25' w	CLASS II
○	Fraxinus pennsylvanica 'Urbanite'	2" B&B	45' hgt. 30' w	CLASS II
○	Urbanite Green Ash	2" B&B	45' hgt. 30' w	CLASS II
○	Pyrus calleryana 'Holmford'	2" B&B	45' hgt. 30' w	CLASS II
○	Bradford Flowering Pear	2" B&B	45' hgt. 30' w	CLASS II
○	Quercus rubra	2" B&B	45' hgt. 30' w	CLASS II
○	Red Oak	2" B&B	45' hgt. 30' w	CLASS II

DATE: 4/28/2021

2021 S. Vida Ave
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KUNA, IDAHO 83634
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808.342.9880
info@southbeckandbaire.com
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SOUTH BECK & BAIRD
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:		
No.	Date	Description

REVISIONS:

No. Date Description

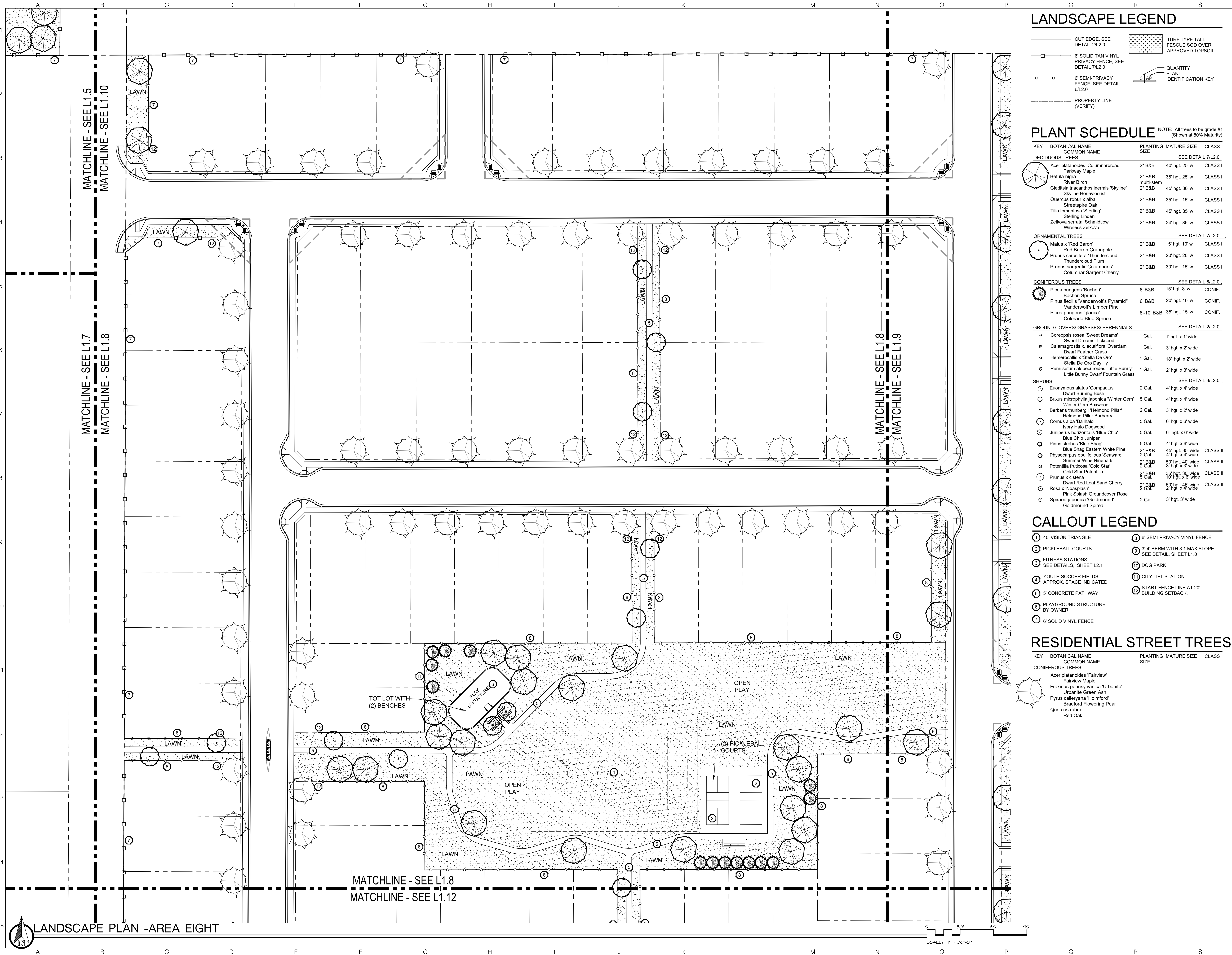
DETAILED LANDSCAPE PLAN
Sabino's Rocky Ridge Subdivision
W Hubbard Rd.
Kuna, Idaho 83634

DRAWN BY: JAG
CHECKED BY: JDR
PROJECT NUMBER: 21-0715
SHEET: L1.6

PRELIMINARY PLAT

LANDSCAPE PLAN - AREA SIX

SCALE: 1" = 30'-0"



LANDSCAPE LEGEND

- CUT EDGE, SEE DETAIL 2/L2.0
- 6" SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6" SEMI-PRIVACY FENCE, SEE DETAIL 6/L2.0
- PROPERTY LINE (VERIFY)
- TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL
- QUANTITY PLANT IDENTIFICATION KEY

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES SEE DETAIL 7/L2.0				
○	Acer platanoides 'Columnarbroad'	2" B&B	40' hgt. 25' w	CLASS II
○	Betula nigra 'River Birch'	2" B&B	35' hgt. 25' w	CLASS II
○	Gleditsia triacanthos inermis 'Skyline'	2" B&B	45' hgt. 30' w	CLASS II
○	Skyline Honeylocust	2" B&B	35' hgt. 15' w	CLASS II
○	Quercus robur x alba 'Streetpire Oak'	2" B&B	45' hgt. 35' w	CLASS II
○	Tilia tomentosa 'Sterling'	2" B&B	45' hgt. 35' w	CLASS II
○	Sterling Linden	2" B&B	24' hgt. 36' w	CLASS II
○	Zelkova serrata 'Schmidtow'	2" B&B	24' hgt. 36' w	CLASS II
○	Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
ORNAMENTAL TREES SEE DETAIL 7/L2.0				
○	Malus x 'Red Baron'	2" B&B	15' hgt. 10' w	CLASS I
○	Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
○	Prunus cerasifera 'Thundercloud'	2" B&B	20' hgt. 20' w	CLASS I
○	Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
○	Prunus sargentii 'Columaris'	2" B&B	30' hgt. 15' w	CLASS I
○	Columaris Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
CONIFEROUS TREES SEE DETAIL 6/L2.0				
○	Picea pungens 'Bachei'	6" B&B	15' hgt. 8' w	CONIF.
○	Bachei Spruce	6" B&B	15' hgt. 8' w	CONIF.
○	Pinus flexilis 'Vanderwolf's Pyramid'	6" B&B	20' hgt. 10' w	CONIF.
○	Vanderwolf's Limber Pine	6" B&B	20' hgt. 10' w	CONIF.
○	Picea pungens 'glauca'	8'-10" B&B	35' hgt. 15' w	CONIF.
○	Colorado Blue Spruce	8'-10" B&B	35' hgt. 15' w	CONIF.
GROUND COVERS/ GRASSES/ PERENNIALS SEE DETAIL 2/L2.0				
○	Coreopsis rosea 'Sweet Dreams'	1 Gal.	1' hgt. x 1' wide	
○	Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
○	Calamagrostis x. acutiflora 'Overdam'	1 Gal.	3' hgt. x 2' wide	
○	Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
○	Hemerocallis x 'Stella De Oro'	1 Gal.	18" hgt. x 2' wide	
○	Stella De Oro Daylily	1 Gal.	18" hgt. x 2' wide	
○	Pennisetum alopecuroides 'Little Bunny'	1 Gal.	2' hgt. x 3' wide	
○	Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
SHRUBS SEE DETAIL 3/L2.0				
○	Euonymus alatus 'Compactus'	2 Gal.	4' hgt. x 4' wide	
○	Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
○	Buxus microphylla japonica 'Winter Gem'	5 Gal.	4' hgt. x 4' wide	
○	Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
○	Berberis thunbergii 'Helmhold Pillar'	2 Gal.	3' hgt. x 2' wide	
○	Helmhold Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
○	Cornus alba 'Baillhali'	5 Gal.	6' hgt. x 6' wide	
○	Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
○	Juniperus horizontalis 'Blue Chip'	5 Gal.	6' hgt. x 6' wide	
○	Blue Chip Juniper	5 Gal.	6' hgt. x 6' wide	
○	Pinus strobus 'Blue Shag'	5 Gal.	4' hgt. x 6' wide	
○	Blue Shag Eastern White Pine	2" B&B	45' hgt. 35' wide	CLASS II
○	Physocarpus opulifolius 'Seaward'	2 Gal.	4' hgt. x 4' wide	
○	Summer Wine Ninebark	2" B&B	50' hgt. 40' wide	CLASS II
○	Potentilla fruticosa 'Gold Star'	2 Gal.	3' hgt. x 3' wide	
○	Gold Star Potentilla	2" B&B	35' hgt. 30' wide	CLASS II
○	Prunus x cistena	5 Gal.	10' hgt. x 5' wide	
○	Dwarf Red Leaf Sand Cherry	2" B&B	50' hgt. 45' wide	CLASS II
○	Rosa x 'Noasplash'	2 Gal.	2' hgt. x 4' wide	
○	Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
○	Spiraea japonica 'Goldmound'	2 Gal.	3' hgt. 3' wide	
○	Goldmound Spirea	2 Gal.	3' hgt. 3' wide	

CALLOUT LEGEND

- ① 40' VISION TRIANGLE
- ② PICKLEBALL COURTS
- ③ FITNESS STATIONS SEE DETAILS, SHEET L2.1
- ④ YOUTH SOCCER FIELDS APPROX. SPACE INDICATED
- ⑤ 5' CONCRETE PATHWAY
- ⑥ PLAYGROUND STRUCTURE BY OWNER
- ⑦ 6" SOLID VINYL FENCE
- ⑧ 6" SEMI-PRIVACY VINYL FENCE
- ⑨ 3'-4" BERM WITH 3:1 MAX SLOPE SEE DETAIL, SHEET L1.0
- ⑩ DOG PARK
- ⑪ CITY LIFT STATION
- ⑫ START FENCE LINE AT 20' BUILDING SETBACK.

RESIDENTIAL STREET TREES

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
CONIFEROUS TREES				
○	Acer platanoides 'Fairview'	2" B&B	40' hgt. 25' w	CLASS II
○	Fairview Maple	2" B&B	40' hgt. 25' w	CLASS II
○	Fraxinus pennsylvanica 'Urbanite'	2" B&B	45' hgt. 35' w	CLASS II
○	Urbanite Green Ash	2" B&B	45' hgt. 35' w	CLASS II
○	Pyrus calleryana 'Holmford'	2" B&B	45' hgt. 35' w	CLASS II
○	Bradford Flowering Pear	2" B&B	45' hgt. 35' w	CLASS II
○	Quercus rubra	2" B&B	45' hgt. 35' w	CLASS II
○	Red Oak	2" B&B	45' hgt. 35' w	CLASS II

PRELIMINARY

DATE: 4/28/2021

SOUTH BECK & BAIRD

South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

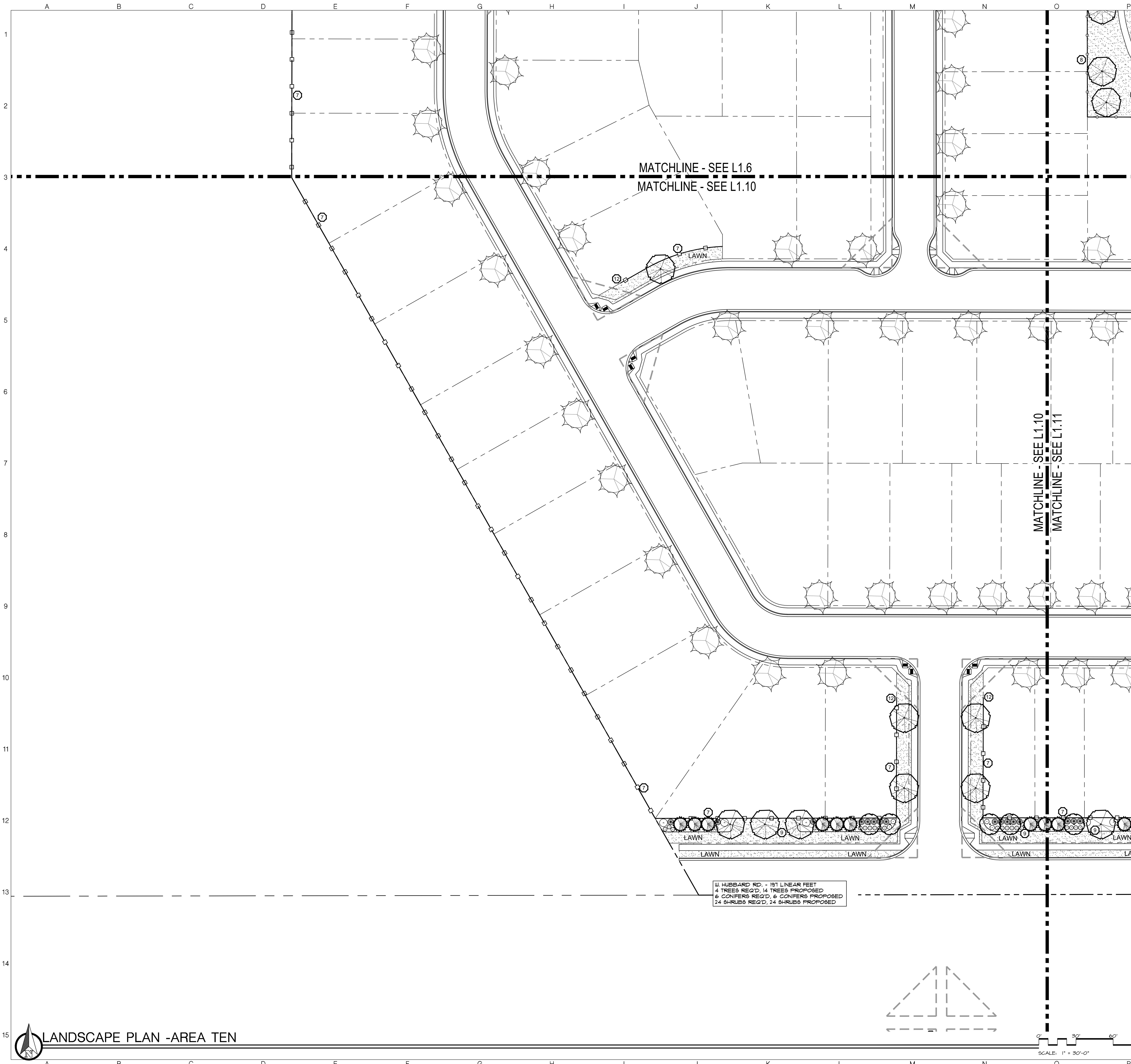
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REVISIONS:		
No.	Date	Description

DETAILED LANDSCAPE PLAN
Sabino's Rocky Ridge Subdivision
Kuna, Idaho 83634
W Hubbard Rd.

DRAWN BY: JAG
CHECKED BY: JDR
PROJECT NUMBER: 21-075
SHEET: L1.8

PRELIMINARY PLAT



LANDSCAPE LEGEND

- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' SEMI-PRIVACY FENCE, SEE DETAIL 6/L2.0
- PROPERTY LINE (VERIFY)
- TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL
- QUANTITY PLANT IDENTIFICATION KEY

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES SEE DETAIL 7/L2.0				
	Acer platanoides 'Columnarbroad'	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra 'River Birch'	2" B&B	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline'	2" B&B	45' hgt. 30' w	CLASS II
	Skyline Honeylocust	2" B&B	35' hgt. 15' w	CLASS II
	Quercus robur x alba 'Streetspire Oak'	2" B&B	45' hgt. 35' w	CLASS II
	Tilia tomentosa 'Sterling'	2" B&B	24' hgt. 36' w	CLASS II
	Quercus serrata 'Schmidtow'	2" B&B	24' hgt. 36' w	CLASS II
	Wireless Zelkova	2" B&B	15' hgt. 10' w	CLASS I
	Malus x 'Red Baron'	2" B&B	20' hgt. 20' w	CLASS I
	Prunus cerasifera 'Thundercloud'	2" B&B	30' hgt. 15' w	CLASS I
	Prunus sargentii 'Columnaris'	2" B&B	30' hgt. 15' w	CLASS I
	Columnar Sargent Cherry	2" B&B	15' hgt. 8' w	CONIF.
	Picea pungens 'Bacheri'	6" B&B	20' hgt. 10' w	CONIF.
	Bachari Spruce	6" B&B	35' hgt. 15' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid'	6" B&B	35' hgt. 15' w	CONIF.
	Vanderwolf's Limber Pine	8'-10' B&B	4' hgt. x 4' wide	CONIF.
	Picea pungens 'glauca'	8'-10' B&B	2' hgt. x 3' wide	CONIF.
	Colorado Blue Spruce	1 Gal.	1' hgt. x 1' wide	
	Coreopsis toosa 'Sweet Dreams'	1 Gal.	3' hgt. x 2' wide	
	Sweet Dreams Tickseed	1 Gal.	18" hgt. x 2' wide	
	Calamagrostis x. acutiflora 'Overdam'	1 Gal.	2' hgt. x 3' wide	
	Dwarf Feather Grass	1 Gal.	2' hgt. x 3' wide	
	Hemerocallis x 'Stella De Oro'	1 Gal.	2' hgt. x 3' wide	
	Stella De Oro Daylily	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny'	1 Gal.	2' hgt. x 3' wide	
	Little Bunny Dwarf Fountain Grass	2 Gal.	4' hgt. x 4' wide	
	Euonymus alatus 'Compactus'	5 Gal.	4' hgt. x 4' wide	
	Dwarf Burning Bush	5 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem'	2 Gal.	3' hgt. x 2' wide	
	Winter Gem Boxwood	2 Gal.	6' hgt. x 6' wide	
	Berberis thunbergii 'Helmund Pillar'	5 Gal.	6' hgt. x 6' wide	
	Helmund Pillar Barberry	5 Gal.	4' hgt. x 6' wide	
	Cornus alba 'Baillhali'	5 Gal.	4' hgt. x 6' wide	
	Ivory Halo Dogwood	2 Gal.	4' hgt. x 4' wide	
	Juniperus horizontalis 'Blue Chip'	2 Gal.	4' hgt. x 4' wide	
	Blue Chip Juniper	2 Gal.	50' hgt. 40' wide	CLASS II
	Pinus strobus 'Blue Shag'	2 Gal.	3' hgt. x 3' wide	CLASS II
	Blue Shag Eastern White Pine	2 Gal.	10' hgt. x 8' wide	CLASS II
	Physocarpus opulifolius 'Seaward'	2 Gal.	50' hgt. 40' wide	CLASS II
	Summer Wine Ninebark	2 Gal.	3' hgt. x 3' wide	CLASS II
	Potentilla fruticosa 'Gold Star'	2 Gal.	35' hgt. 30' wide	CLASS II
	Gold Star Potentilla	3 Gal.	10' hgt. x 8' wide	CLASS II
	Prunus x cistena	2 Gal.	50' hgt. 45' wide	CLASS II
	Dwarf Red Leaf Sand Cherry	2 Gal.	2' hgt. x 4' wide	
	Rosa x 'Noasplash'	2 Gal.	3' hgt. 3' wide	
	Pink Splash Groundcover Rose	2 Gal.		
	Spiraea japonica 'Goldmound'	2 Gal.		
	Goldmound Spirea			

CALLOUT LEGEND

- 40' VISION TRIANGLE
- PICKLEBALL COURTS
- FITNESS STATIONS SEE DETAILS, SHEET L2.1
- YOUTH SOCCER FIELDS APPROX. SPACE INDICATED
- 5' CONCRETE PATHWAY
- PLAYGROUND STRUCTURE BY OWNER
- 6' SOLID VINYL FENCE
- 6' SEMI-PRIVACY VINYL FENCE
- 3'-4" BERM WITH 3:1 MAX SLOPE SEE DETAIL, SHEET L1.0
- DOG PARK
- CITY LIFT STATION
- START FENCE LINE AT 20' BUILDING SETBACK.

RESIDENTIAL STREET TREES

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	Acer platanoides 'Fairview'	2" B&B	40' hgt. 25' w	CLASS II
	Fairview Maple	2" B&B	35' hgt. 25' w	CLASS II
	Fraxinus pennsylvanica 'Urbanite'	2" B&B	45' hgt. 30' w	CLASS II
	Urbanite Green Ash	2" B&B	35' hgt. 15' w	CLASS II
	Pyrus calleryana 'Holmford'	2" B&B	45' hgt. 35' w	CLASS II
	Bradford Flowering Pear	2" B&B	24' hgt. 36' w	CLASS II
	Quercus rubra	2" B&B	24' hgt. 36' w	CLASS II
	Red Oak	2" B&B	24' hgt. 36' w	CLASS II

DATE: 4/28/2021

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www.southbeck.com

SOUTH BECK & BAIRD
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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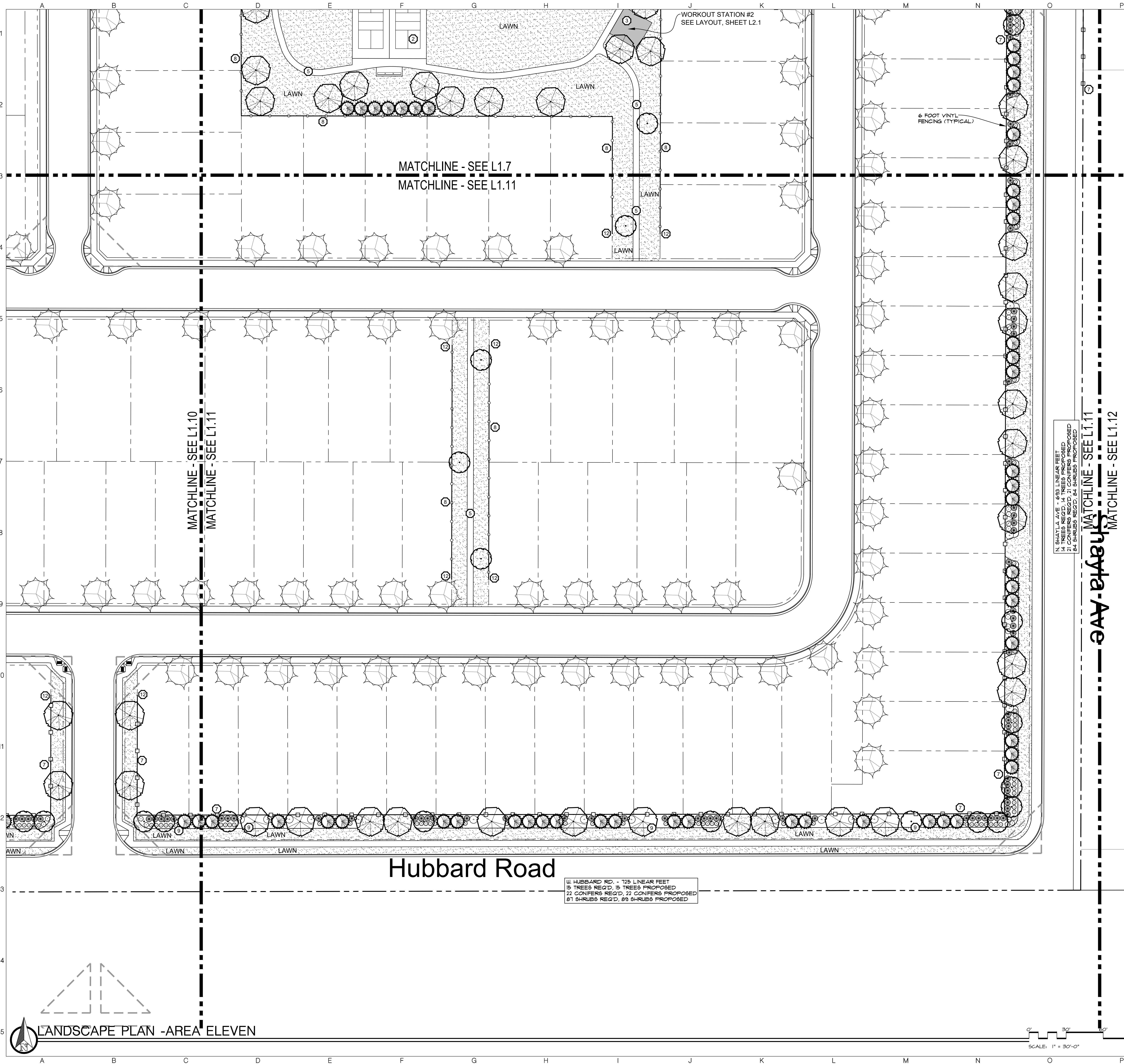
REVISIONS:		
No.	Date	Description

DETAILED LANDSCAPE PLAN
Sabino's Rocky Ridge Subdivision
Kuna, Idaho 83634

W Hubbard Rd.

DRAWN BY: JAG
CHECKED BY: JDR
PROJECT NUMBER: 21-075
SHEET: L1.10

PRELIMINARY PLAT



LANDSCAPE LEGEND

- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' SEMI-PRIVACY FENCE, SEE DETAIL 6/L2.0
- PROPERTY LINE (VERIFY)
- TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL
- QUANTITY PLANT IDENTIFICATION KEY

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES SEE DETAIL 7/L2.0				
	Acer platanoides 'Columnarbroad'	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra	2" B&B	35' hgt. 25' w	CLASS II
	Betula nigra	2" B&B	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline'	2" B&B	45' hgt. 30' w	CLASS II
	Skyline Honeylocust	2" B&B	35' hgt. 15' w	CLASS II
	Quercus robur x alba	2" B&B	35' hgt. 35' w	CLASS II
	Streptocarpus Oak	2" B&B	45' hgt. 35' w	CLASS II
	Tilia tomentosa 'Sterling'	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtow'	2" B&B	24' hgt. 36' w	CLASS II
	Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
ORNAMENTAL TREES SEE DETAIL 7/L2.0				
	Malus x 'Red Baron'	2" B&B	15' hgt. 10' w	CLASS I
	Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud'	2" B&B	20' hgt. 20' w	CLASS I
	Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii 'Columaris'	2" B&B	30' hgt. 15' w	CLASS I
	Columaris Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
CONIFEROUS TREES SEE DETAIL 6/L2.0				
	Picea pungens 'Bacheri'	6" B&B	15' hgt. 8' w	CONIF.
	Bacheri Spruce	6" B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid'	6" B&B	20' hgt. 10' w	CONIF.
	Vanderwolf's Limber Pine	6" B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca'	8'-10" B&B	35' hgt. 15' w	CONIF.
	Colorado Blue Spruce	8'-10" B&B	35' hgt. 15' w	CONIF.
GROUND COVERS/ GRASSES/ PERENNIALS SEE DETAIL 2/L2.0				
	Coreopsis rosea 'Sweet Dreams'	1 Gal.	1' hgt. x 1' wide	
	Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam'	1 Gal.	3' hgt. x 2' wide	
	Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro'	1 Gal.	18" hgt. x 2' wide	
	Stella De Oro Daylily	1 Gal.	18" hgt. x 2' wide	
	Pennisetum alopecuroides 'Little Bunny'	1 Gal.	2' hgt. x 3' wide	
	Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
SHRUBS SEE DETAIL 3/L2.0				
	Euonymus alatus 'Compactus'	2 Gal.	4' hgt. x 4' wide	
	Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem'	5 Gal.	4' hgt. x 4' wide	
	Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmhold Pillar'	2 Gal.	3' hgt. x 2' wide	
	Helmhold Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Baillhali'	5 Gal.	6' hgt. x 6' wide	
	Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip'	5 Gal.	6' hgt. x 6' wide	
	Blue Chip Juniper	5 Gal.	6' hgt. x 6' wide	
	Pinus strobus 'Blue Shag'	5 Gal.	4' hgt. x 6' wide	
	Blue Shag Eastern White Pine	2" B&B	45' hgt. 35' wide	CLASS II
	Physocarpus opulifolius 'Seaward'	2 Gal.	4' hgt. x 4' wide	
	Summer Wine Ninebark	2" B&B	50' hgt. 40' wide	CLASS II
	Potentilla fruticosa 'Gold Star'	2 Gal.	3' hgt. x 3' wide	
	Gold Star Potentilla	2" B&B	35' hgt. 30' wide	CLASS II
	Prunus x cistena	5 Gal.	10' hgt. x 8' wide	
	Dwarf Red Leaf Sand Cherry	2" B&B	50' hgt. 45' wide	CLASS II
	Rosa x 'Noasplash'	2 Gal.	2' hgt. x 4' wide	
	Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound'	2 Gal.	3' hgt. 3' wide	
	Goldmound Spirea	2 Gal.	3' hgt. 3' wide	

CALLOUT LEGEND

- ① 40' VISION TRIANGLE
- ② PICKLEBALL COURTS
- ③ FITNESS STATIONS
- ④ YOUTH SOCCER FIELDS
- ⑤ 5' CONCRETE PATHWAY
- ⑥ PLAYGROUND STRUCTURE BY OWNER
- ⑦ 6' SOLID VINYL FENCE
- ⑧ 6' SEMI-PRIVACY VINYL FENCE
- ⑨ 3'-4" BERM WITH 3:1 MAX SLOPE
- ⑩ DOG PARK
- ⑪ CITY LIFT STATION
- ⑫ START FENCE LINE AT 20' BUILDING SETBACK.

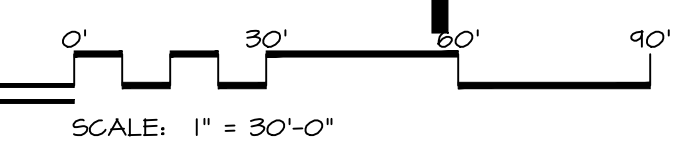
RESIDENTIAL STREET TREES

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	Acer platanoides 'Fairview'	2" B&B	40' hgt. 25' w	CLASS II
	Fairview Maple	2" B&B	40' hgt. 25' w	CLASS II
	Fraxinus pennsylvanica 'Urbanite'	2" B&B	45' hgt. 30' w	CLASS II
	Urbanite Green Ash	2" B&B	45' hgt. 30' w	CLASS II
	Pyrus calleryana 'Holmford'	2" B&B	45' hgt. 30' w	CLASS II
	Bradford Flowering Pear	2" B&B	45' hgt. 30' w	CLASS II
	Quercus rubra	2" B&B	45' hgt. 30' w	CLASS II
	Red Oak	2" B&B	45' hgt. 30' w	CLASS II

N. SHATLA AVE. - 635 LINEAR FEET
 15 TREES REQ'D, 15 TREES PROPOSED
 22 CONIFERS REQ'D, 22 CONIFERS PROPOSED
 84 SHRUBS REQ'D, 84 SHRUBS PROPOSED

SHATLA AVE. - SEE L1.11
 MATCHLINE - EN/L1.11
 MATCHLINE - SEE L1.12

W. HUBBARD RD. - 125 LINEAR FEET
 15 TREES REQ'D, 15 TREES PROPOSED
 22 CONIFERS REQ'D, 22 CONIFERS PROPOSED
 81 SHRUBS REQ'D, 81 SHRUBS PROPOSED



DATE: 4/28/2021

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REVISIONS:		
No.	Date	Description

DETAILED LANDSCAPE PLAN
Sabino's Rocky Ridge Subdivision
Kuna, Idaho 83634
W Hubbard Rd.

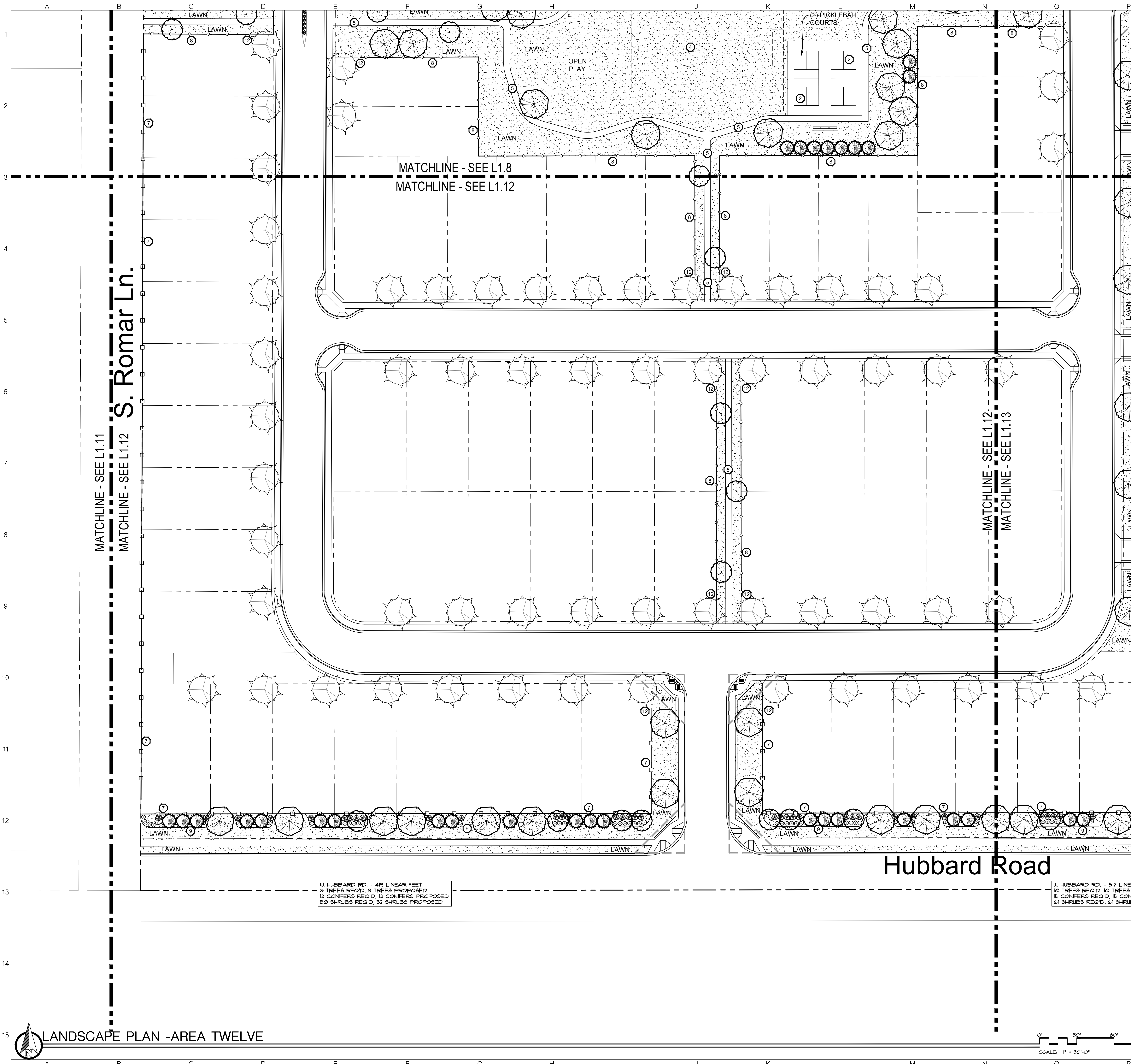
DRAWN BY: JAG

CHECKED BY: JDR

PROJECT NUMBER: 21-075

SHEET: L1.11

PRELIMINARY PLAN



LANDSCAPE LEGEND

	CUT EDGE, SEE DETAIL 2/L2.0		TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL
	6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0		QUANTITY PLANT IDENTIFICATION KEY
	6' SEMI-PRIVACY FENCE, SEE DETAIL 6/L2.0		
	PROPERTY LINE (VERIFY)		

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES				
	Acer platanoides 'Columnarbroad'	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B	35' hgt. 25' w	CLASS II
	Gleditsia tricanthos inermis 'Skyline'	2" B&B	45' hgt. 30' w	CLASS II
	Skyline Honeylocust	2" B&B	35' hgt. 15' w	CLASS II
	Quercus robur x alba Streetspire Oak	2" B&B	45' hgt. 35' w	CLASS II
	Tilia tomentosa 'Sterling'	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
ORNAMENTAL TREES				
	Malus x 'Red Baron'	2" B&B	15' hgt. 10' w	CLASS I
	Red Barron Crabapple	2" B&B	20' hgt. 20' w	CLASS I
	Prunus cerasifera 'Thundercloud'	2" B&B	20' hgt. 15' w	CLASS I
	Prunus sargentii 'Columaris'	2" B&B	30' hgt. 15' w	CLASS I
	Prunus sargentii 'Columaris'	2" B&B	30' hgt. 15' w	CLASS I
CONIFEROUS TREES				
	Picea pungens 'Bacheri'	6" B&B	15' hgt. 8' w	CONIF.
	Bachner Spruce	6" B&B	20' hgt. 10' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid'	6" B&B	20' hgt. 10' w	CONIF.
	Vanderwolf's Limber Pine	8"-10" B&B	35' hgt. 15' w	CONIF.
	Picea pungens 'glauca'	8"-10" B&B	35' hgt. 15' w	CONIF.
	Colorado Blue Spruce			
GROUND COVERS/ GRASSES/ PERENNIALS				
	Coreopsis rosea 'Sweet Dreams'	1 Gal.	1' hgt. x 1' wide	
	Sweet Dreams Tickseed	1 Gal.	3' hgt. x 2' wide	
	Calamagrostis x. acutiflora 'Overdam'	1 Gal.	18" hgt. x 2' wide	
	Dwarf Feather Grass	1 Gal.	2' hgt. x 3' wide	
	Hemerocallis x 'Stella De Oro'	1 Gal.	18" hgt. x 2' wide	
	Stella De Oro Daylily	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny'	1 Gal.	2' hgt. x 3' wide	
	Little Bunny Dwarf Fountain Grass			
SHRUBS				
	Euonymus alatus 'Compactus'	2 Gal.	4' hgt. x 4' wide	
	Dwarf Burning Bush	5 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem'	2 Gal.	3' hgt. x 2' wide	
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	Pinus strobus 'Blue Shag'	2" B&B	45' hgt. 35' wide	CLASS II
	Blue Shag Eastern White Pine	2" B&B	4' hgt. x 4' wide	
	Physocarpus opulifolius 'Seaward'	2" B&B	50' hgt. 40' wide	CLASS II
	Summer Wine Ninebark	2" B&B	3' hgt. x 3' wide	
	Potentilla fruticosa 'Gold Star'	2" B&B	35' hgt. 30' wide	CLASS II
	Gold Star Potentilla	5 Gal.	10' hgt. x 5' wide	
	Prunus x cistena	2" B&B	50' hgt. 45' wide	CLASS II
	Dwarf Red Leaf Sand Cherry	2" B&B	2' hgt. x 4' wide	
	Rosa x 'Noasplash'	2 Gal.	50' hgt. 45' wide	CLASS II
	Pink Splash Groundcover Rose	2 Gal.	3' hgt. 3' wide	
	Spiraea japonica 'Goldmound'	2 Gal.	3' hgt. 3' wide	
	Goldmound Spiraea			

CALLOUT LEGEND

	40' VISION TRIANGLE		6' SEMI-PRIVACY VINYL FENCE
	PICKLEBALL COURTS		3'-4" BERM WITH 3:1 MAX SLOPE
	FITNESS STATIONS		SEE DETAIL, SHEET L1.0
	SEE DETAILS, SHEET L2.1		DOG PARK
	YOUTH SOCCER FIELDS		CITY LIFT STATION
	APPROX. SPACE INDICATED		START FENCE LINE AT 20' BUILDING SETBACK
	5' CONCRETE PATHWAY		
	PLAYGROUND STRUCTURE BY OWNER		
	6' SOLID VINYL FENCE		

RESIDENTIAL STREET TREES

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	Acer platanoides 'Fairview'			
	Fairview Maple			
	Fraxinus pennsylvanica 'Urbanite'			
	Urbanite Green Ash			
	Pyrus calleryana 'Holmford'			
	Bradford Flowering Pear			
	Quercus rubra			
	Red Oak			

W. HUBBARD RD. - 415' LINEAR FEET
8 TREES REQ'D, 8 TREES PROPOSED
13 CONIFERS REQ'D, 13 CONIFERS PROPOSED
50 SHRUBS REQ'D, 52 SHRUBS PROPOSED

W. HUBBARD RD. - 512' LINEAR FEET
10 TREES REQ'D, 10 TREES PROPOSED
19 CONIFERS REQ'D, 19 CONIFERS PROPOSED
61 SHRUBS REQ'D, 61 SHRUBS PROPOSED

DATE: 4/28/2021

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SOUTH BECK & BAIRD
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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No.	Date	Description

REVISIONS:

DETAILLED LANDSCAPE PLAN
Sabino's Rocky Ridge Subdivision
Kuna, Idaho 83634

W Hubbard Rd.

DRAWN BY: JAG
CHECKED BY: JDR
PROJECT NUMBER: 21-075
SHEET: L1.12

PRELIMINARY PLAT

LANDSCAPE NOTES

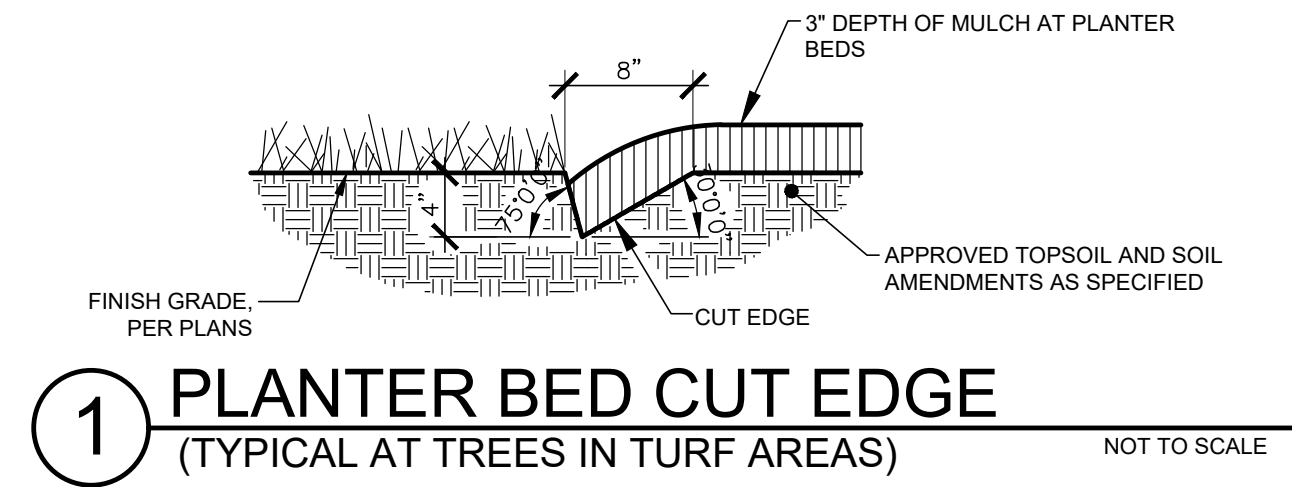
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION. ALL PLANT MATERIAL SHALL BE GRADE #1 OR BETTER.
- ALL PLANTING BEDS AND TREE WELLS IN LAWN AREAS (WELLS TO BE 3" IN DIAMETER) SHALL BE COVERED WITH A MINIMUM OF 3" DEPTH OF 1" MINUS BLACK AND TAN ROCK MULCH. SUBMIT SAMPLE FOR APPROVAL BY OWNER.
- ALL LAWN AREAS SHALL BE SODDED WITH 100% TURF TYPE TALL FESCUE (FESTUCA ARUNDINACIA). CONTRACTOR SHALL VERIFY AND MATCH THE VARIETY EXISTING IN THE ADJACENT DEVELOPMENT.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
- PLANTING BACKFILL FOR TREES AND PLANTING BEDS SHALL BE 5 PARTS TOPSOIL AND 1 PART COMPOST WITH STRAW. STAKE ALL TREES PER DETAILS.
- ALL LAWN AREAS SHALL HAVE 6" OF TOPSOIL AND ALL PLANTING BEDS SHALL HAVE 12" OF TOPSOIL (MINIMUM). TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS, OR OTHER FOREIGN MATERIAL LARGER THAN 1" IN ANY DIMENSION. A PH FROM 6.5 TO 7.0 TOP SOIL FROM SITE SHALL BE USED. IF MEETING THESE STANDARDS, PLACE 1/2" COMPOST OVER ALL LANDSCAPED AREAS AND ROTOTILL INTO TOP 4". SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE, 1" BELOW SURFACE OF WALKS AND CURBS IN AREAS TO BE SODDED AND 3" IN PLANTING BED AREAS.
- FERTILIZE ALL TREES AND SHRUBS WITH "AGRIFORM" PLANTING TABLETS, 21 GRAM QUANTITY PER MANUFACTURER'S RECOMMENDATION.
- PLANT MATERIAL SHALL NOT BE SUBSTITUTED WITHOUT THE WRITTEN PERMISSION OF OWNER. SUBMIT NAMES OF THREE SUPPLIERS CONTACTED IF SUBSTITUTION IS REQUESTED AND PLANT MATERIAL SPECIFIED IS NOT AVAILABLE.
- SHRUB PLANTING BEDS SHALL BE SHOVEL EDGED TO CREATE A DISTINCT SEPARATION OF LANDSCAPE TYPES.
- IMMEDIATELY CLEAN UP ANY TOPSOIL, OR OTHER DEBRIS ON SITE CREATED FROM LANDSCAPE OPERATION AND DISPOSE OF PROPERLY OFF SITE.
- ALL LANDSCAPED AREAS SHALL HAVE AN STATE OF THE ART AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND IS PROPERLY ZONED FOR REQUIRED WATER USES AND HAS A WEATHER STATION CAPABLE OF TURNING OFF FOR RAINFREEZE EVENTS. ALL SHRUB ZONES, SPRAY ZONES AND GEAR DRIVEN ZONES SHALL BE PLACED ON SEPARATE ZONES. DO NOT EXCEED A MAXIMUM OF 5 FPS IN ALL MAINLINE AND LATERAL LINES.
- COORDINATE ALL DRAINAGE AREAS AND UTILITIES WITH TREE LOCATIONS AND ADJUST PER FIELD CONDITIONS.
- ALL EXISTING TREES SHOWN TO REMAIN SHALL BE RETAINED AND PROTECTED THROUGH OUT CONSTRUCTION.
- NO TREES SHALL BE PLANTED WITHIN THE 10 FOOT CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
- STORM PONDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
- ALL TREES TO BE LOCATED A MINIMUM OF 5 FEET OR GREATER FROM THE BACK OF ANY SIDEWALK.
- TRIM ALL TREES WITHIN VISION TRIANGLES TO 8' ABOVE FINISH GRADE TO MEET ACHD STANDARDS.

IRRIGATION NOTES:

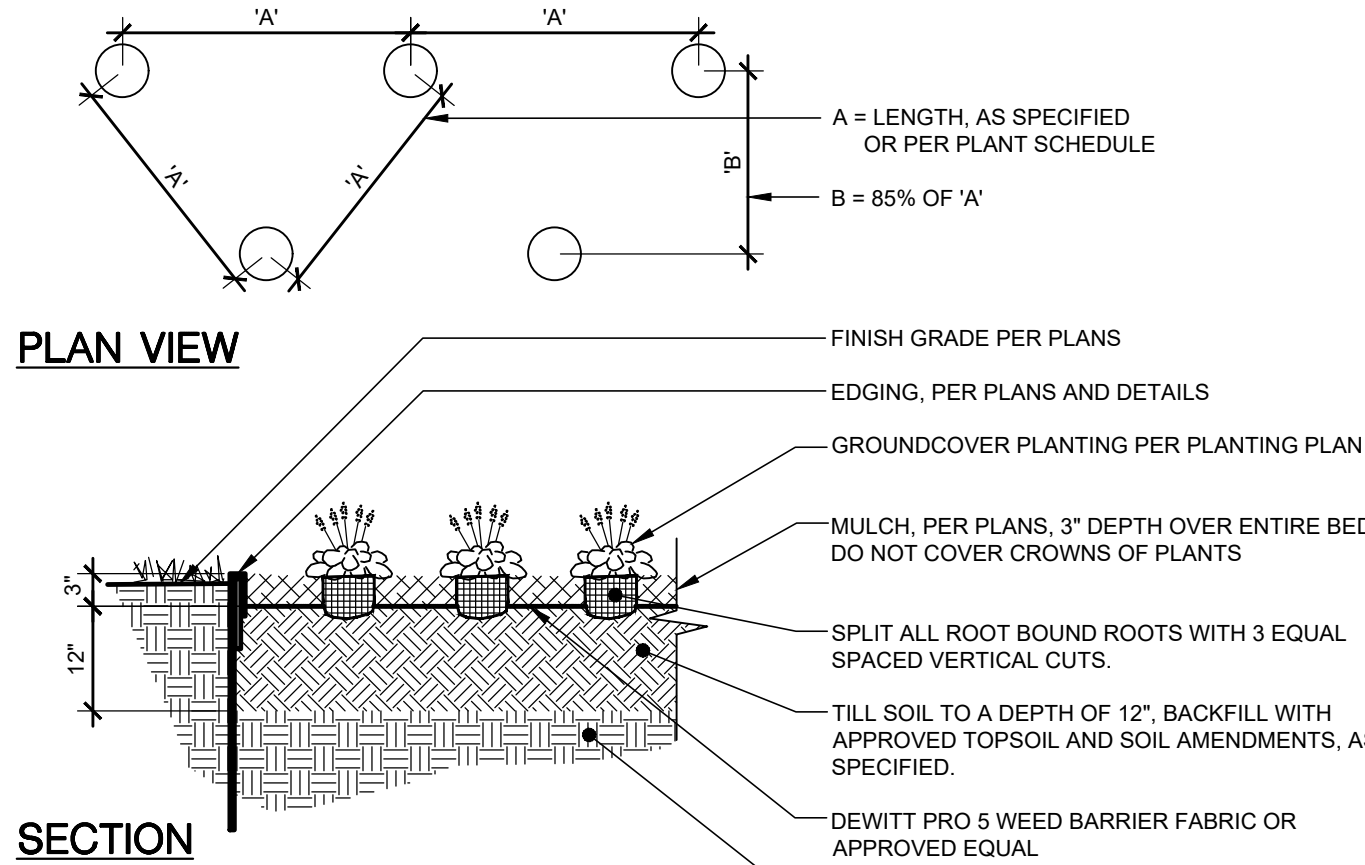
- ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
- PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDRO-ZONES.
- POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4 INCHES AT LAWN AREAS AND 18" AT PLANTER BEDS.
- PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEM OR POP-UP SPRAY SYSTEM.
- ELECTRONIC WATER DISTRIBUTION/TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
 - PRECISE INDIVIDUAL STATION TIMING
 - RUN TIME CAPABILITIES FOR EXTREMES IN PRECIPITATION RATES
 - AT LEAST ONE PROGRAM FOR EACH HYDROZONE
 - SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF
 - POWER FAILURE BACKUP FOR ALL PROGRAMED INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
- INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% HEAD TO HEAD COVERAGE WITH TRIANGULAR SPACING. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERTSPRAY ONTO IMPERVIOUS SURFACES (BUILDINGS, SIDEWALKS, DRIVEWAYS, AND ASPHALT AREAS).
- PROVIDE MINIMUM (1) QUICK COUPLER VALVE PER EACH (6) AUTOMATIC VALVE ZONES. APPROVE Q.C.V. LOCATIONS WITH LANDSCAPE ARCHITECT.
- POINT OF CONNECTION TO BE APPROVED BY JURISDICTION PROVIDING WATER SOURCE.

DISCLAIMER

THIS DRAWING HAS BEEN PREPARED BASED UPON INFORMATION PROVIDED, IN PART BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, SOUTH BECK AND BAIRD, P.C. CANNOT ASSURE ITS ACCURACY AND THIS IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS DRAWING OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATE INTO IT AS A RESULT. SOUTH BECK AND BAIRD, P.C. ASSUMES NO LIABILITY FOR ANY MISINFORMATION.

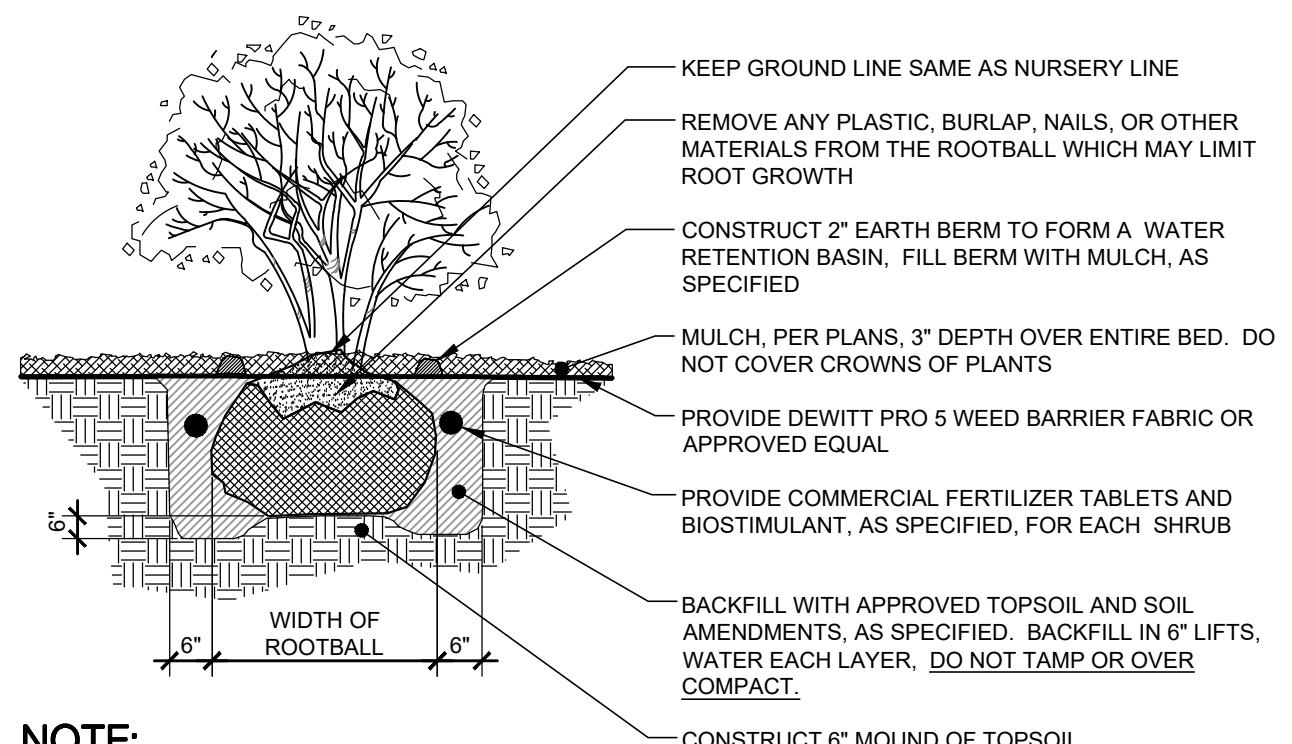


1 PLANTER BED CUT EDGE (TYPICAL AT TREES IN TURF AREAS) NOT TO SCALE



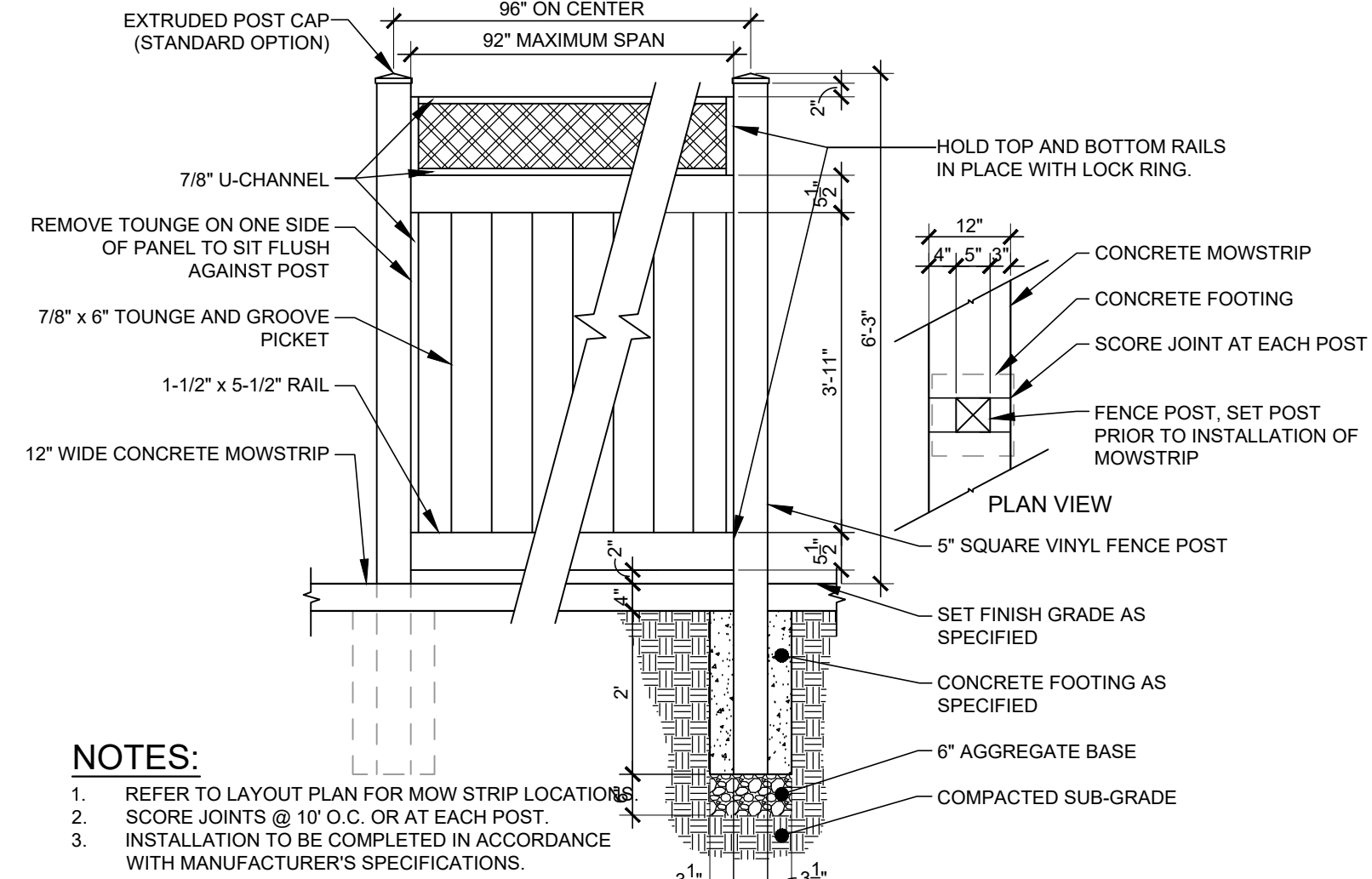
- NOTES:
- ALL GROUNDCOVER PLANTS TO BE PLANTED ON CENTER AND IN A TRIANGULAR PATTERN.
 - APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

2 PERENNIAL & GROUNDCOVER PLANTING NOT TO SCALE



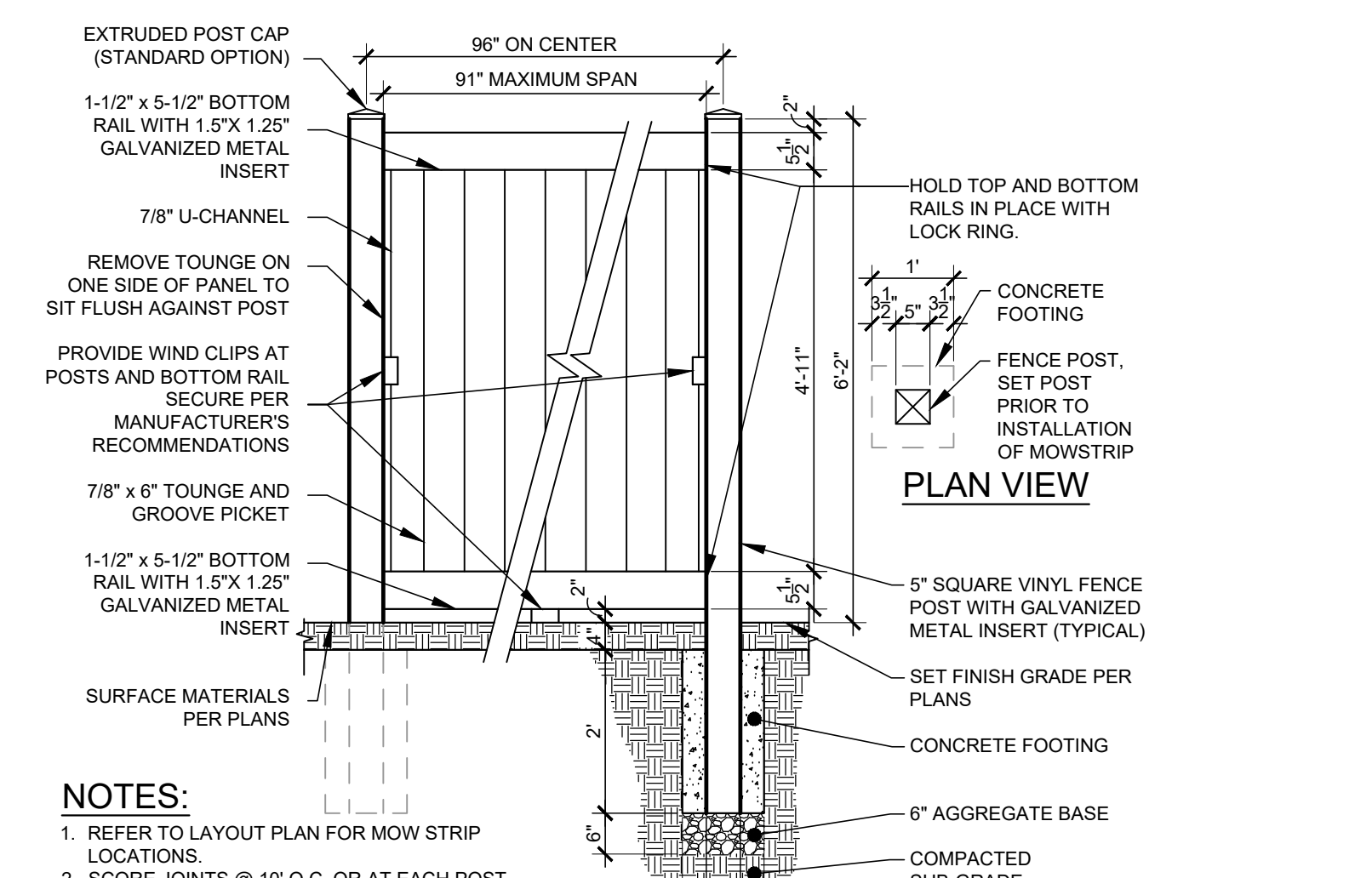
- NOTE:
- WATER SHRUB TWICE WITHIN FIRST 24 HOURS.
 - APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

3 SHRUB PLANTING NOT TO SCALE



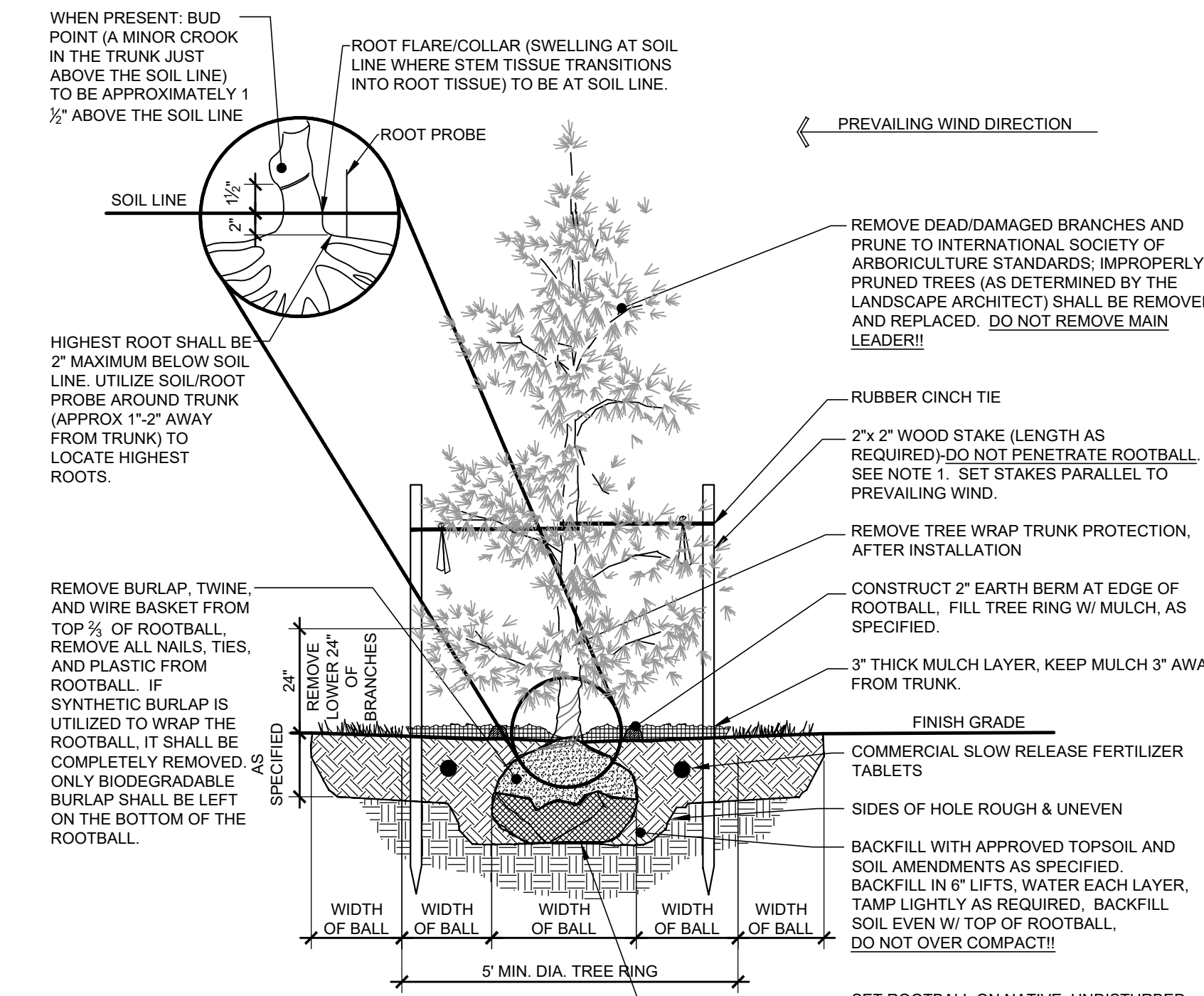
- NOTES:
- REFER TO LAYOUT PLAN FOR MOW STRIP LOCATIONS.
 - SCORE JOINTS @ 10' O.C. OR AT EACH POST.
 - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

4 VINYL FENCE PANEL SCALE: 1/2" = 1'-0"



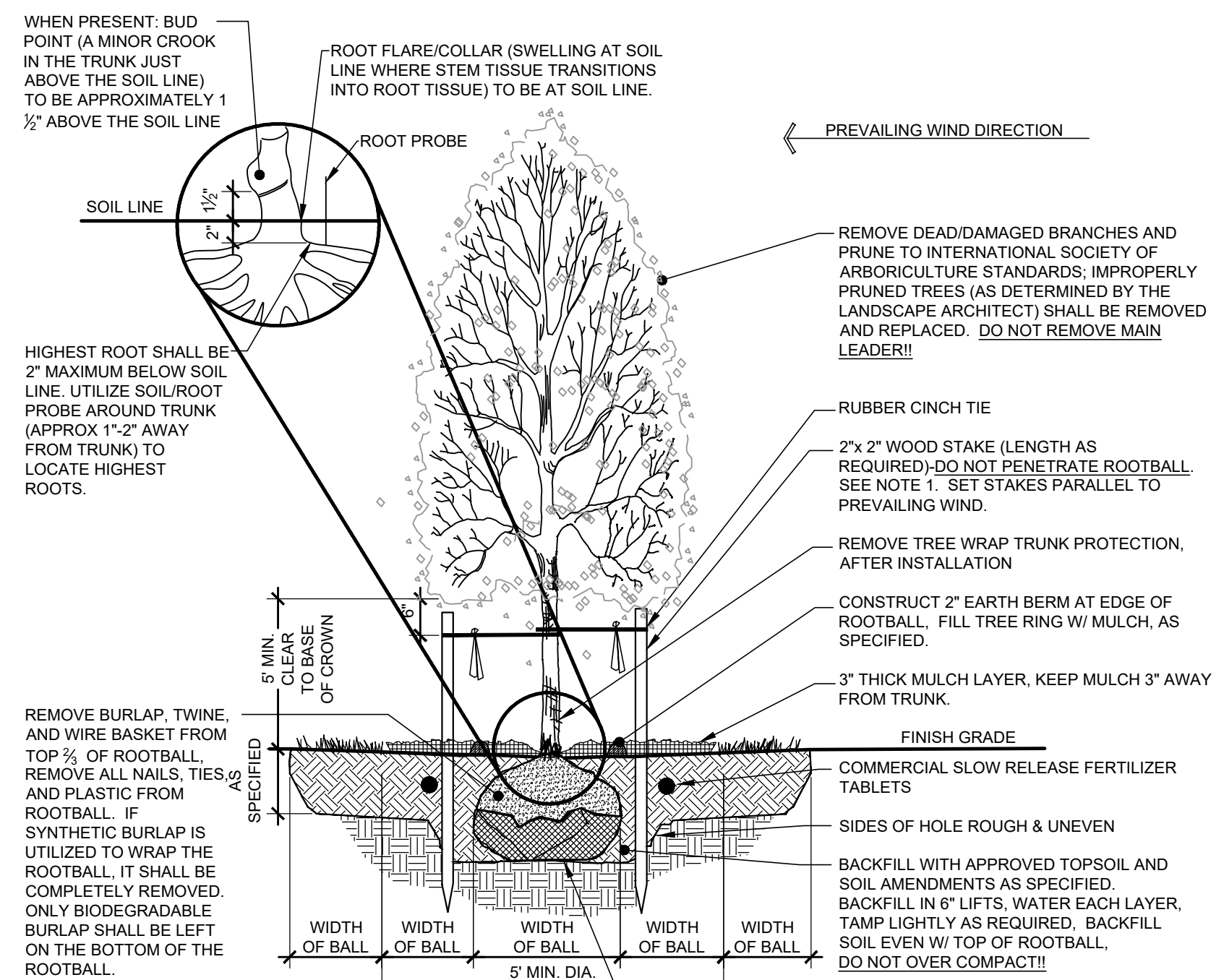
- NOTES:
- REFER TO LAYOUT PLAN FOR MOW STRIP LOCATIONS.
 - SCORE JOINTS @ 10' O.C. OR AT EACH POST.
 - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

5 VINYL FENCE PANEL SCALE: 1/2" = 1'-0"



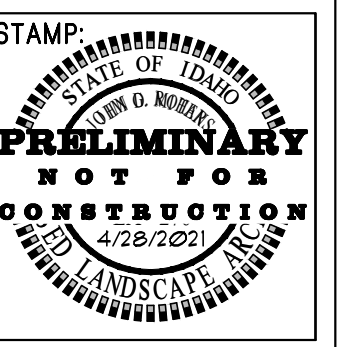
- NOTES:
- THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICHEVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
 - IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
 - LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
 - WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
 - WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
 - IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

6 CONIFEROUS TREE PLANTING NOT TO SCALE



- NOTES:
- THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICHEVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
 - IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
 - LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
 - WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
 - WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
 - IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
 - FOR TREES LOCATED WITHIN ROADSIDE PLANTERS LESS THAN 6'-0" IN WIDTH, PROVIDE TREE ROOT BARRIER (#24-2 OR APPROVED EQUAL). LOCATE ROOT BARRIER AT BACK OF CURB AND EDGE OF SIDEWALK. EXTEND ROOT BARRIER TO 80% OF MATURE TREE CANOPY. ALL TREE INSTALLATIONS SHALL CONFORM TO ALL AGENCY APPROVAL REQUIREMENTS. CONTRACTOR SHALL VERIFY PRIOR TO ANY INSTALLATIONS.

7 DECIDUOUS TREE PLANTING NOT TO SCALE



DATE: 4/28/2021



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REVISIONS:	
No.	Description

South Beck & Baird, P.C.

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SITE FURNISHING NOTES

- ALL 6 FOOT BENCHES TO BE SURFACE MOUNTED ON A MINIMUM 4" CONCRETE PAD. BENCH TO BE A MAGLIN MLB1200 SERIES BENCH, SURFACE MOUNT WITH A POWDER COAT 'EVERGREEN' COLOR. SLATS TO BE RECYCLED PLASTIC COLOR - CEDAR. CONTACT MAGLIN 1-800-716-5506 X 521 TO ORDER. ORDER SHALL BE PLACED A MINIMUM OF 12 WEEKS TO INSURE DELIVERY.
- THE CONTRACTOR SHALL MEET AND/OR EXCEED ALL LOCAL, STATE, AND FEDERAL GOVERNMENT ACCESSIBILITY STANDARDS.
- THE LANDSCAPE PLANS ARE FOR LANDSCAPE CONSTRUCTION PURPOSES ONLY. NO GRADING OR DRAINAGE, CONCRETE WALKS OR PEDESTRIAN RAMPS, SITE UTILITIES, AND/OR STRUCTURES SHALL BE DESIGNED OR BUILT FROM THE LANDSCAPE DRAWINGS.



ENERGI PRIME
TOTAL BODY FITNESS SYSTEM

Station 1: Static & Dynamic Stretches Power & Agility Step Exercises

Equipment Manufacturer

PLAYWORLD
The world needs play!

ZZXX0089S & ZZXX0092S

1 WORKOUT STATION #1 NOT TO SCALE



ENERGI PRIME
TOTAL BODY FITNESS SYSTEM

Station 2: Pulling Back, Angle Bar & Hurdle Exercises

Equipment Manufacturer

PLAYWORLD
The world needs play!

ZZXX0090S

2 WORKOUT STATION #2 NOT TO SCALE



ENERGI PRIME
TOTAL BODY FITNESS SYSTEM

Station 3: Squat Dip, Push-UP & Balance Core, Torso & Balance Disc Exercises

Equipment Manufacturer

PLAYWORLD
The world needs play!

ZZXX0091S & ZZXX0093S

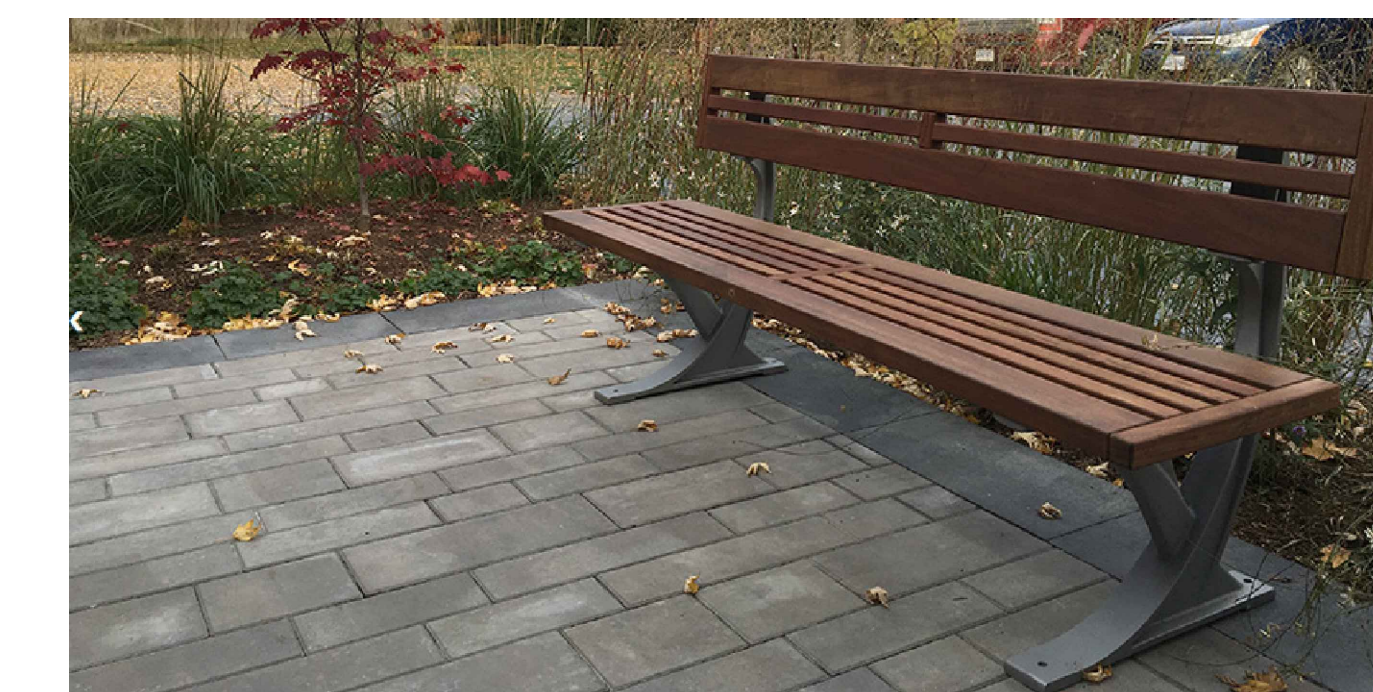
3 WORKOUT STATION #3 NOT TO SCALE

NOTE:

- COORDINATE INSTALLATION OF THE WORKOUT STATIONS WITH OWNER & EQUIPMENT MANUFACTURER.
- COORDINATE INSTALLATION OF FALL PROTECTION SURFACING ON WORKOUT STATION PADS WITH OWNER AND EQUIPMENT MANUFACTURER TO INSURE ALL SAFETY STANDARDS ARE MET.

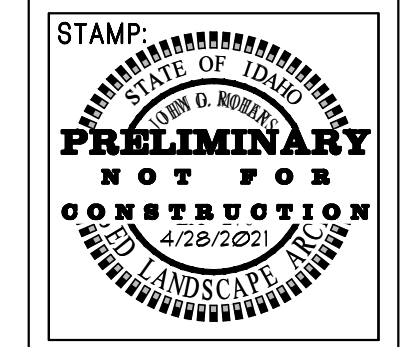
Design Number: ENERGI-PR-00094 - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit	Total	Pre-Consumer	Post-Consumer	CO2e	Install	Concrete	Active
				Status	Weight (lbs)	Recycled Content (%)	Recycled Content (%)	Footprint (sq ft)	Hours	(YR3)	Events
1	ASTM F1487										
2	2010 ADA Standards for Accessible Design										
3	Installation Times										
4	Carbon Footprint										
5	Pre-Consumer Recycle Content										
6	Post-Consumer Recycle Content										



4 TYPICAL BENCH NOT TO SCALE

NOTE: MLB1200 SERIES BACKED BENCH, POWDER COAT - EVERGREEN-FINETEX, RECYCLED PLASTIC SLATS COLOR CEDAR, SURFACE MOUNT PER MANUFACTURER'S RECOMMENDATIONS. BENCH BY MAGLIN SITE FURNITURE, CONTACT JENNIFER FANCY 1.800.716.5506 EXT. 261 (COORDINATE WITH OWNER FOR ORDERING AND SCHEDULE)



DATE: 4/28/2021

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South Landscape Architecture P.C.
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REVISIONS:

No.	Date	Description

AMENITIES DETAILS
Sabino's Rocky Ridge Subdivision
Kuna, Idaho 83634
W Hubbard Rd.

DRAWN BY: JAG
CHECKED BY: JDR
PROJECT NUMBER: 21-015
SHEET: L2.1

PRELIMINARY PLAN

MASON CREEK ST.

SHAYLA AVE.

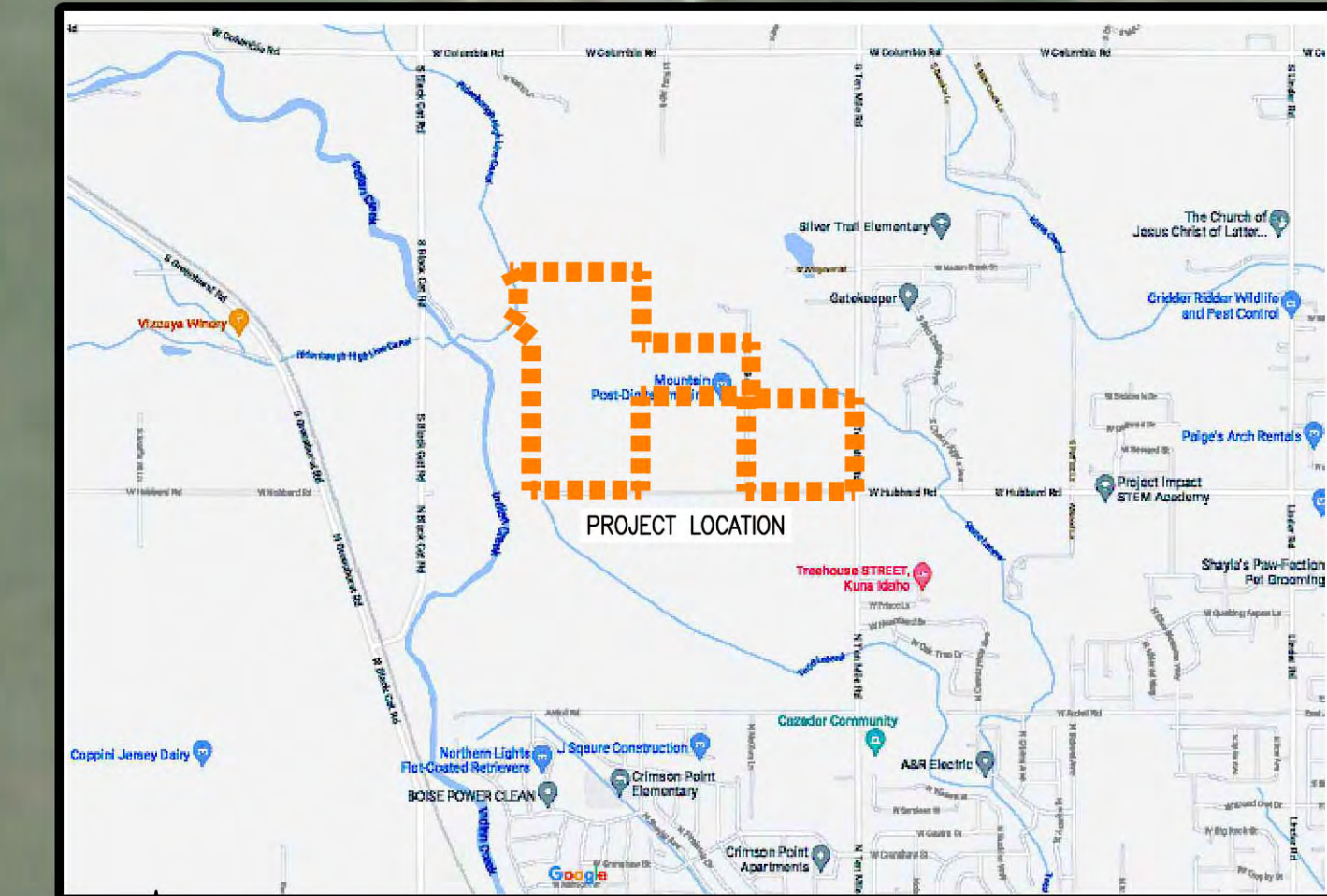
SHAYLA AVE.

S. ROMAR LN.

TEN MILE RD.

HUBBARD RD.

HUBBARD RD.



VICINITY MAP

SITE DEVELOPMENT FEATURES	
TOTAL ACRES.....	135.09 ACRES
TOTAL COMMON SPACE.....	19.73 ACRES
% OF TOTAL AREA.....	14.6%
SEWER	
KUNA WASTEWATER DEPARTMENT	
WATER	
BOISE-KUNA IRRIGATION DISTRICT	
NEW YORK IRRIGATION DISTRICT	
SCHOOL	
KUNA SCHOOL DISTRICT	
EMERGENCY SERVICES	
FIRE - KUNA RURAL FIRE DISTRICT	
POLICE - KUNA CITY POLICE	

Sabino's Rocky Ridge Subdivision

DEVELOPER
 HUBBLE HOMES
 701 S. ALLEN ST., STE #104
 MERIDIAN, ID 83642
 208-695-2401

ENGINEER
 B&A ENGINEERS, INC.
 5505 W. FRANKLIN ROAD
 BOISE, ID 83705
 208-343-3381



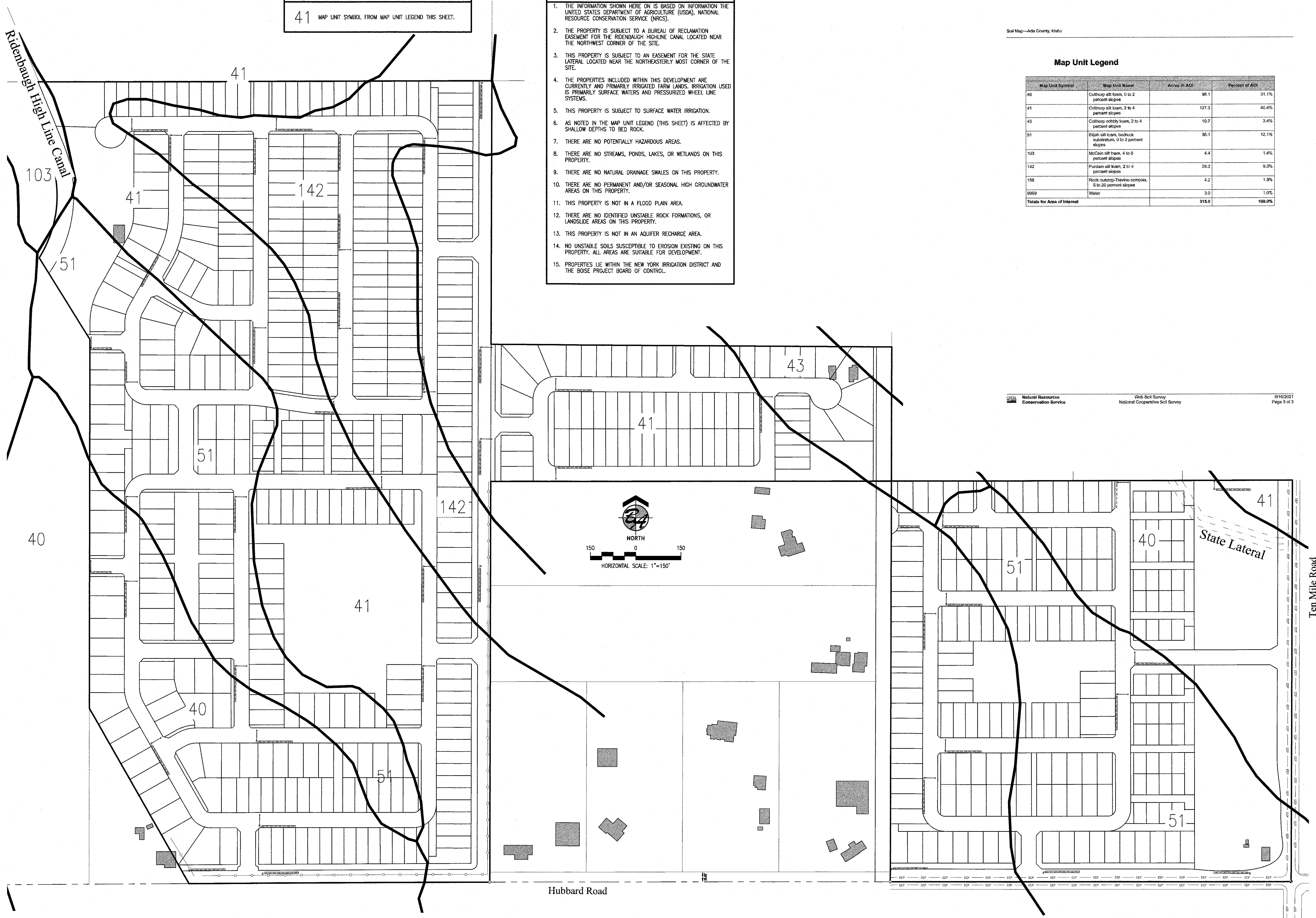
Map Symbol
41 MAP UNIT SYMBOL FROM MAP UNIT LEGEND THIS SHEET.

- Notes**
1. THE INFORMATION SHOWN HERE ON IS BASED ON INFORMATION THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), NATIONAL RESOURCE CONSERVATION SERVICE (NRCS).
 2. THE PROPERTY IS SUBJECT TO A BUREAU OF RECLAMATION EASEMENT FOR THE RIDENBAUGH HIGHLINE CANAL LOCATED NEAR THE NORTHWEST CORNER OF THE SITE.
 3. THIS PROPERTY IS SUBJECT TO AN EASEMENT FOR THE STATE LATERAL LOCATED NEAR THE NORTHEASTERLY MOST CORNER OF THE SITE.
 4. THE PROPERTIES INCLUDED WITHIN THIS DEVELOPMENT ARE CURRENTLY AND PRIMARILY IRRIGATED FARM LANDS. IRRIGATION USED IS PRIMARILY SURFACE WATERS AND PRESSURIZED WHEEL LINE SYSTEMS.
 5. THIS PROPERTY IS SUBJECT TO SURFACE WATER IRRIGATION.
 6. AS NOTED IN THE MAP UNIT LEGEND (THIS SHEET) IS AFFECTED BY SHALLOW DEPTHS TO BED ROCK.
 7. THERE ARE NO POTENTIALLY HAZARDOUS AREAS.
 8. THERE ARE NO STREAMS, PONDS, LAKES, OR WETLANDS ON THIS PROPERTY.
 9. THERE ARE NO NATURAL DRAINAGE SWALES ON THIS PROPERTY.
 10. THERE ARE NO PERMANENT AND/OR SEASONAL HIGH GROUNDWATER AREAS ON THIS PROPERTY.
 11. THIS PROPERTY IS NOT IN A FLOOD PLAIN AREA.
 12. THERE ARE NO IDENTIFIED UNSTABLE ROCK FORMATIONS, OR LANDSLIDE AREAS ON THIS PROPERTY.
 13. THIS PROPERTY IS NOT IN AN AQUIFER RECHARGE AREA.
 14. NO UNSTABLE SOILS SUSCEPTIBLE TO EROSION EXISTING ON THIS PROPERTY. ALL AREAS ARE SUITABLE FOR DEVELOPMENT.
 15. PROPERTIES LIE WITHIN THE NEW YORK IRRIGATION DISTRICT AND THE BOISE PROJECT BOARD OF CONTROL.

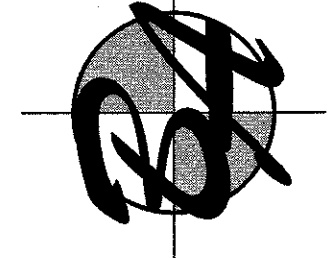
Soil Map—Ada County, Idaho

Map Unit Legend

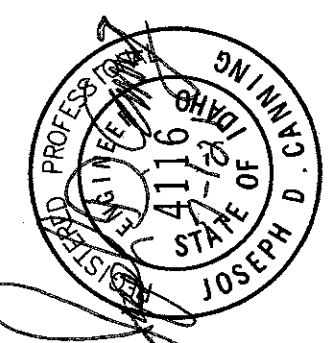
Map Unit Symbol	Map Unit Name	Acres (±) AOI	Percent of AOI
40	Colthrop silt loam, 0 to 2 percent slopes	96.1	31.1%
41	Colthrop silt loam, 2 to 4 percent slopes	127.3	40.4%
43	Colthrop cobble loam, 2 to 4 percent slopes	10.7	3.4%
51	Elijah silt loam, bedrock substratum, 0 to 2 percent slopes	38.1	12.1%
103	McCain silt loam, 4 to 8 percent slopes	4.4	1.4%
142	Punkan silt loam, 2 to 4 percent slopes	29.2	9.3%
156	Rock outcrop-Trievino complex, 5 to 20 percent slopes	4.2	1.3%
9999	Water	3.0	1.0%
Totals for Area of Interest		315.0	100.0%



Natural Resources Conservation Service Web Soil Survey National Cooperative Soil Survey 6/16/2021 Page 3 of 3



B&A Engineers, Inc.
 Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 83705
 (208) 343-3381

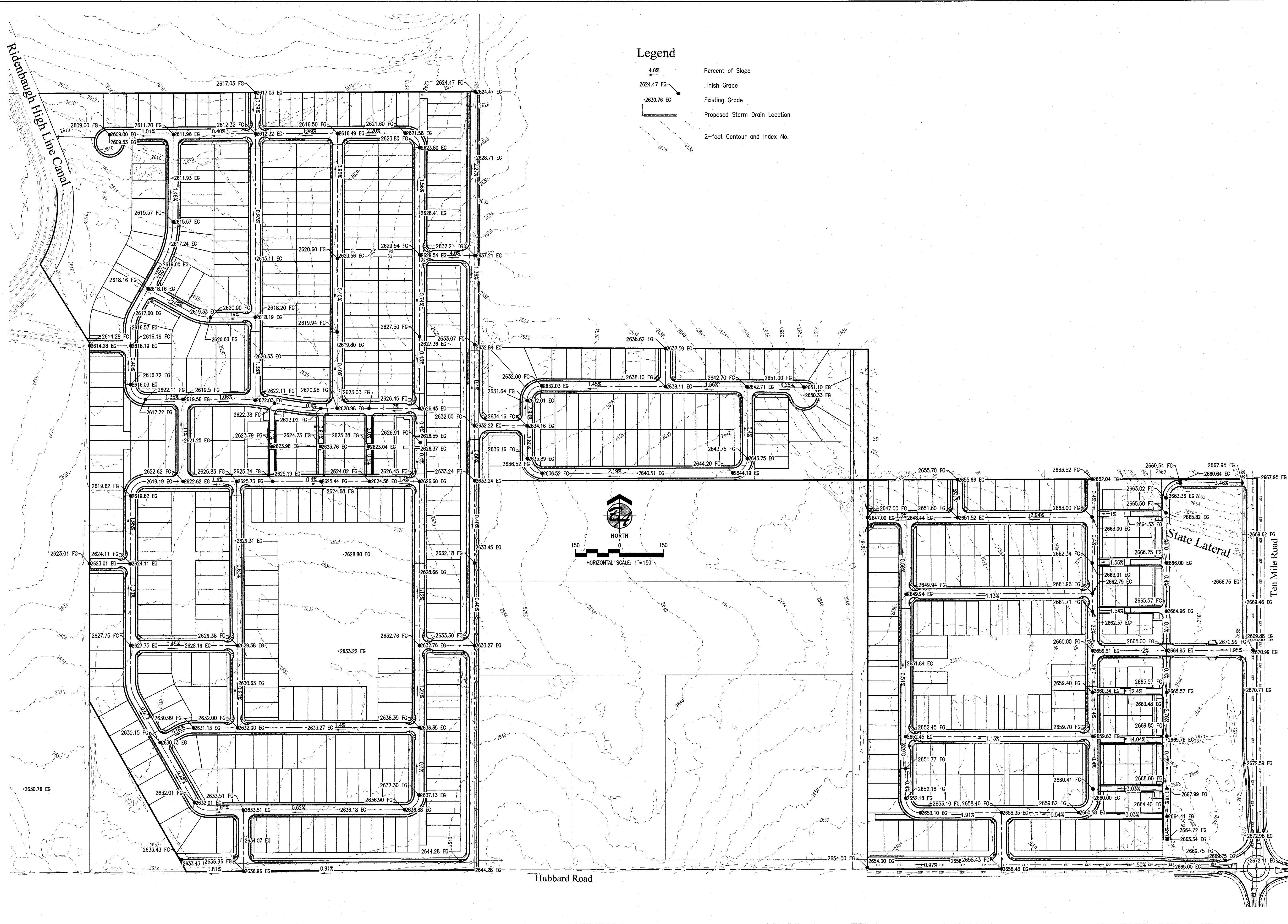


Sabino's Rocky Ridge Subdivision
 Located in the southwest quarter of Section 10, Township 2 North,
 Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

Natural Features Map Sketch

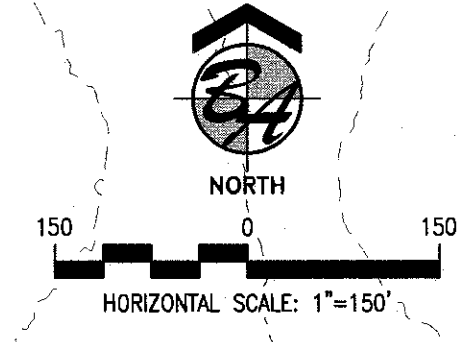
SCALE: 1" = 150'
 DATE: June 16, 2021
 DRAWN BY: D.A. CRAWFORD
 CHECKED BY: J.D. CANNING
 PROJECT NO.:
 DRAWING FILE NAME: Sabino's Sub_PropPlan.dwg

SHEET NO.: **1**

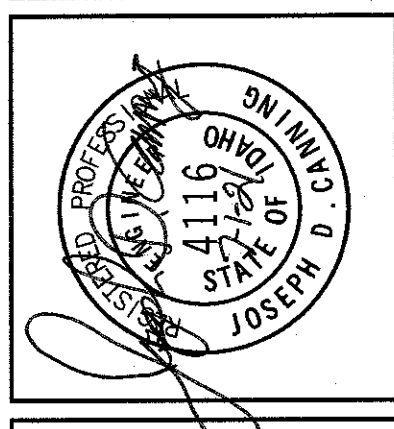


Legend

- 4.0% Percent of Slope
- 2624.47 FG Finish Grade
- 2630.76 EG Existing Grade
- Proposed Storm Drain Location
- 2-foot Contour and Index No.



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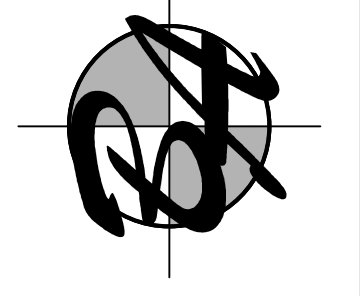
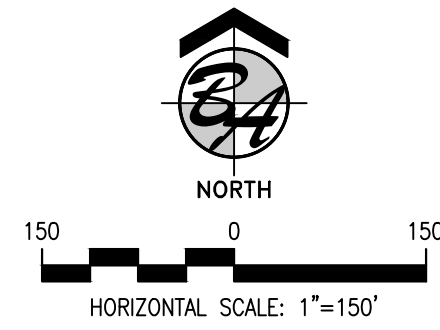


Sabino's Rocky Ridge Subdivision
 Located in the southwest quarter of Section 10, Township 2 North,
 Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

Preliminary Grading Plan Sketch

SCALE: 1" = 150'
 DATE: June 16, 2021
 DRAWN BY: D. CROMFORD
 CHECKED BY: J. HODS
 PROJECT NO. H105
 DRAWING FILE NAME: Sabino's Sub PrePlan.dwg

SHEET NO:
1





B & A Engineers, Inc.

Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

Re-Zone Description to R-6 for Sabino's Rocky Ridge Subdivision

April 27, 2021

A portion of the southwest quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Beginning at the northeast corner of the southwest quarter of said Section 10, which is the **Point of Beginning**;

Thence $S00^{\circ}06'34''W$, 2,655.17 feet along the easterly boundary of the southwest quarter of said Section 10 to the southeast corner of the southwest quarter of said Section 10 and to the centerline of West Hubbard Road;

Thence $S89^{\circ}51'00''W$, 993.50 feet along the southerly boundary of the southwest quarter of said Section 10 and along the centerline of West Hubbard Road to the southwest corner of the southeast quarter of the southwest quarter of said Section 10;

Thence $N29^{\circ}37'53''W$, 666.27 feet to the westerly boundary of the southeast quarter of the southwest quarter of said Section 10

Thence $N00^{\circ}03'28''E$, 747.00 feet along the westerly boundary of the southeast quarter of the southwest quarter of said Section 10 to the northwest corner of the southeast quarter of the southwest quarter of said Section 10;

Thence continuing $N00^{\circ}03'28''E$, 474.01 feet along the westerly boundary of the southeast quarter of the southwest quarter of said Section 10;

Thence $N31^{\circ}56'32''W$, 317.75 feet;

Thence 366.91 feet along a non-tangent curve deflecting to the left having a radius of 387.79 feet, a central angle of $54^{\circ}12'39''$, a long chord bearing of $N04^{\circ}51'29''E$, and a long chord distance of 353.38 feet;

Thence $N22^{\circ}14'51''W$, 248.98 feet to the northerly boundary of the southwest quarter of said Section 10;

Thence $N89^{\circ}48'02''E$, 233.30 feet along the northerly boundary of the southwest quarter of said Section 10 to the northwest corner of the northeast quarter of the southwest quarter of said Section 10;

Thence $N89^{\circ}48'02''E$, 1,325.91 feet along the northerly boundary of the southwest quarter of said Section 10 to the northeast corner of the southwest quarter of said Section 10 to the **Point of Beginning**.

EXCEPTING THE FOLLOWING PARCEL OF LAND:

A portion of the southwest quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of the southwest quarter of said Section 10; thence $S00^{\circ}06'34''W$, 1,081.46 feet along the easterly boundary of the southwest quarter of said Section 10; thence $N89^{\circ}53'26''W$, 202.00 feet to the **Point of Beginning**;



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Phone. 208-343-3381 Facsimile 208-342-5792

Thence S00°06'34"W, 248.44 feet along a line 202.00 feet westerly of and parallel with the easterly boundary of the southwest quarter of said Section 10;

Thence N89°56'32"W, 594.69 feet;

Thence N00°03'28"E, 279.32 feet;

Thence 49.71 feet along a non-tangent curve deflecting to the right having a radius of 500.00 feet a central angle of 05°41'49", a long chord bearing of S84°06'12"E, and a long chord distance of 49.69 feet;

Thence S81°15'18"E, 130.94 feet;

Thence 75.36 feet along a tangent curve deflecting to the left having a radius of 500.00 feet, a central angle of 08°38'08", a long chord bearing of S85°34'22"E, and a long chord distance of 75.29 feet;

Thence S89°53'26"E, 340.97 feet to the **Point of Beginning**.

Comprising 77.56 acres more or less

This description was prepared from information shown on record of survey Number 3410, records, Ada County, Idaho. A land survey has not been performed.





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5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

Re-Zone Description to R-8 for Sabino's Rocky Ridge Subdivision

April 27, 2021

A portion of the southwest quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of the southwest quarter of said Section 10; thence $S00^{\circ}06'34''W$, 1,081.46 feet along the easterly boundary of the southwest quarter of said Section 10; thence $N89^{\circ}53'26''W$, 202.00 feet to the **Point of Beginning**;

Thence $S00^{\circ}06'34''W$, 248.44 feet along a line 202.00 feet westerly of and parallel with the easterly boundary of the southwest quarter of said Section 10;

Thence $N89^{\circ}56'32''W$, 594.69 feet;

Thence $N00^{\circ}03'28''E$, 279.32 feet;

Thence 49.71 feet along a non-tangent curve deflecting to the right having a radius of 500.00 feet a central angle of $05^{\circ}41'49''$, a long chord bearing of $S84^{\circ}06'12''E$, and a long chord distance of 49.69 feet;

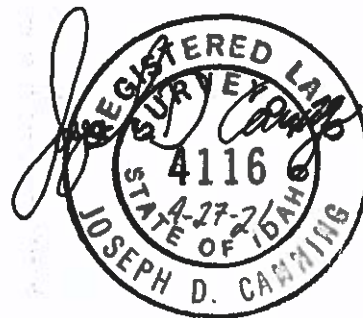
Thence $S81^{\circ}15'18''E$, 130.94 feet;

Thence 75.36 feet along a tangent curve deflecting to the left having a radius of 500.00 feet, a central angle of $08^{\circ}38'08''$, a long chord bearing of $S85^{\circ}34'22''E$, and a long chord distance of 75.29 feet;

Thence $S89^{\circ}53'26''E$, 340.97 feet to the **Point of Beginning**.

Comprising 3.48 acres more or less

This description was prepared from information shown on record of survey Number 3410, records, Ada County, Idaho. A land survey has not been performed.





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5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792



**Re-Zone Description to R-6 for
Sabino's Rocky Ridge Subdivision**

April 27, 2021

A portion of the west half of the southeast quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of the southeast quarter of said Section 10 which is the centerline of West Hubbard Road and the **Point of Beginning**;

Thence S89°51'00"W, 50.00 feet along the southerly boundary of the southwest quarter of the southeast quarter said Section 10 and along the centerline of West Hubbard Road;

Thence N00°07'01"E, 1,328.17 feet along a line 50 feet westerly of and parallel with the easterly boundary of the southwest quarter of the southeast quarter of said Section 10;

Thence S89°49'27"W, 1,273.95 feet to the westerly boundary of the southeast quarter of said Section 10;

Thence N00°05'50"E, 454.73 feet along the westerly boundary of the southeast quarter of said Section 10;

Thence S89°45'51"E, 1,324.09 feet to the easterly boundary of the northeast quarter of the southeast quarter of said Section 10;

Thence S00°07'01"W, 1,773.41 feet along the easterly boundary of the southwest quarter of the southeast quarter of said Section 10 to the **Point of Beginning**.

Comprising 15.20 acres more or less

This description was prepared from information shown on record of survey Number 4990, records, Ada County, Idaho. A land survey has not been performed.





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Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

Re-Zone Description to R-6 for Sabino's Rocky Ridge Subdivision

April 27, 2021

A portion of the of the southeast quarter of the southeast quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Beginning at the northwest corner of the southeast quarter of the southeast quarter of said Section 10 which is the **Point of Beginning**;

Thence N89°49'27"E, 763.15 feet along the northerly boundary of the southeast quarter of said Section 10 and along the centerline of West Hubbard Road;

Thence S00°09'36"E, 1,086.63 feet;

Thence 36.49 feet along a tangent curve deflecting to the right having a radius of 50.00 feet, a central angle of 41°48'37", a long chord bearing of S20°44'42"W, and a long chord distance of 35.68 feet;

Thence S48°20'59"E, 25.00 feet;

Thence N89°50'24"E, 230.10 feet;

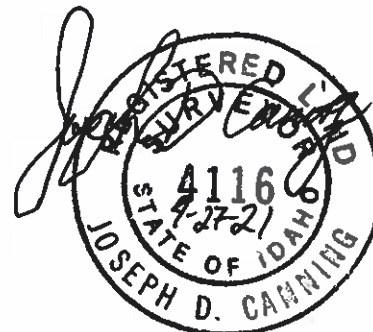
Thence S00°09'36"E, 191.93 feet to the southerly boundary of the southeast quarter of said Section 10 and to the centerline of West Hubbard Road;

Thence S89°51'00"W, 1,005.57 feet along southerly boundary of the southeast quarter of said Section 10 and the centerline of West Hubbard Road to the southwest corner of the southeast quarter of the southeast quarter of said Section 10;

Thence N00°07'01"E, 1,328.19 feet along the westerly boundary of the southeast quarter of the southeast quarter of said Section 10 to the **Point of Beginning**.

Comprising 24.41 acres more or less

This description was prepared from information shown on record of survey Number 307, records, Ada County, Idaho. A land survey has not been performed.





B & A Engineers, Inc.

Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

Re-Zone Description to R-8 for Sabino's Rocky Ridge Subdivision

April 27, 2021

A portion of the of the southeast quarter of the southeast quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the northwest corner of the southeast quarter of the southeast quarter of said Section 10; thence N89°49'27"E, 763.15 feet along the northerly boundary of the southeast quarter of the southeast quarter of said Section 10 to the **Point of Beginning**:

Thence continuing N89° 49'27"E, 236.00 feet along the northerly boundary of the southeast quarter of the southeast quarter of said Section 10;

Thence S00°09'36"E, 1,136.69 feet;

Thence S89°50'24"W, 230.10 feet;

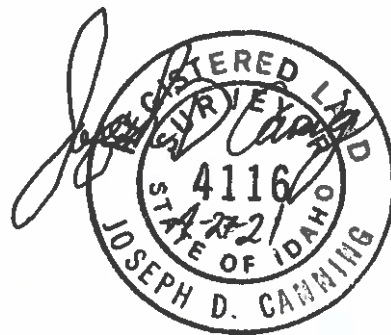
Thence N48°20'59"W, 25.00 feet;

Thence 36.49 feet along a tangent curve deflecting to the left having a radius of 50.00 feet, a central angle of 41°48'37", a long chord bearing of N20°44'42"E, and a long chord distance of 35.68 feet;

Thence N00°09'36"W, 1,086.63 feet to the **Point of Beginning**.

Comprising 6.16 acres more or less

This description was prepared from information shown on record of survey Number 307, records, Ada County, Idaho. A land survey has not been performed.





B & A Engineers, Inc.

Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

Re-Zone Description to C-1 for Sabino's Rocky Ridge Subdivision

April 27, 2021

A portion of the of the southeast quarter of the southeast quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Beginning at the northeast corner of the southeast quarter of the southeast quarter of said Section 10 which is the centerline of South Ten Mile Road which is the **Point of Beginning**;

Thence S00°08'12"W, 1,328.79 feet along the easterly boundary of the southeast quarter of the southeast quarter said Section 10 along the centerline of South Ten Mile Road, to the southeast corner of the southeast quarter of said Section 10 and to the centerline of West Hubbard Road;

Thence S89°51'00"W, 317.92 feet along the southerly boundary of the southeast quarter of said Section 10 and along the centerline of West Hubbard Road;

Thence N00°09'36"W, 1,328.62 feet to the northerly boundary of the southeast quarter of the southeast quarter of said Section 10;

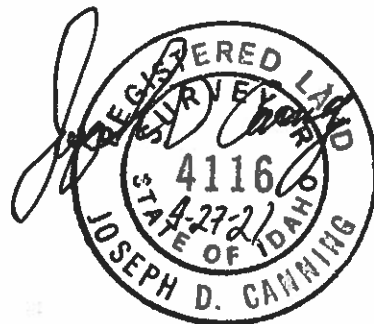
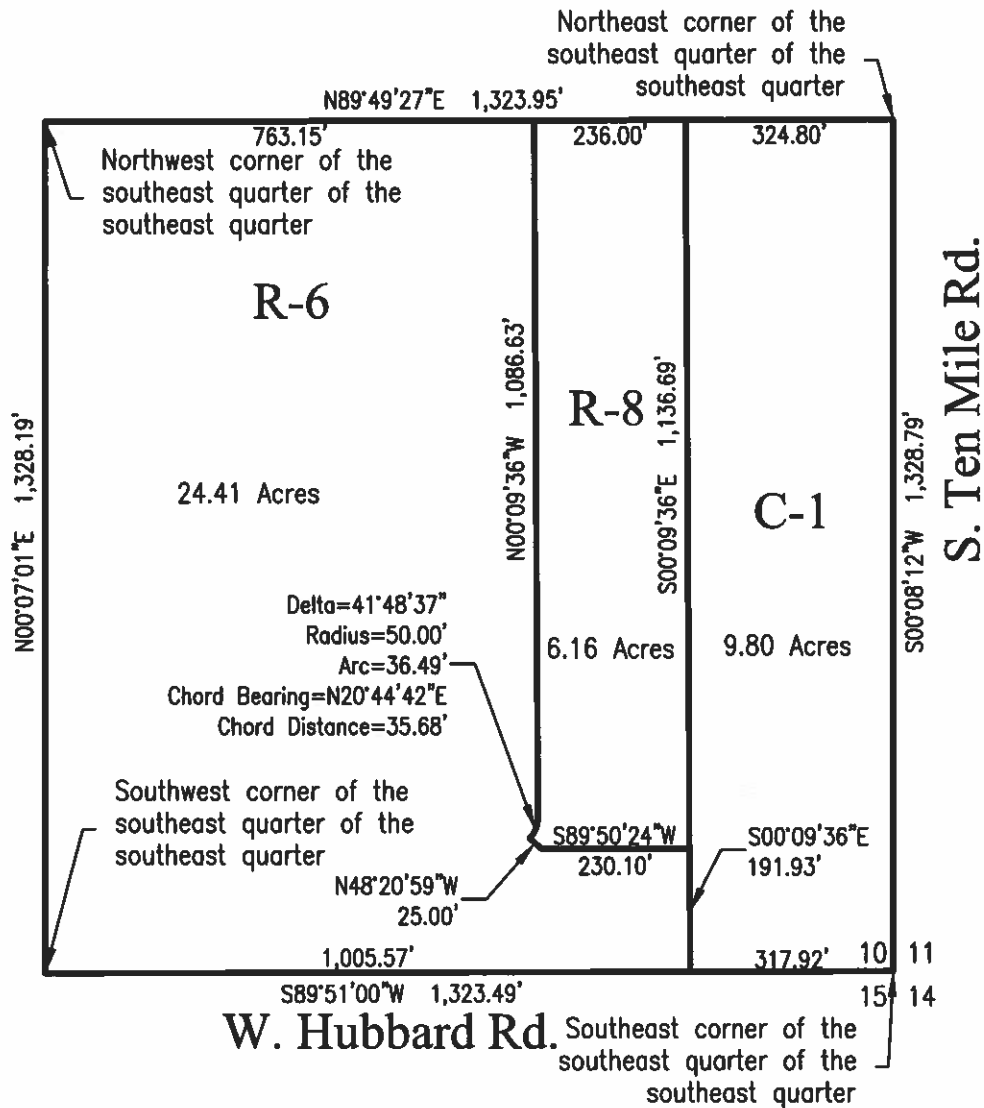
Thence N89°49'27"E, 324.80 feet along the northerly boundary of the southeast quarter of the southeast quarter of said Section 10 to the **Point of Beginning**.

Comprising 9.80 acres more or less

This description was prepared from information shown on record of survey Number 307, records, Ada County, Idaho. A land survey has not been performed.



Sabino's Rocky Ridge Subdivision Re-Zone to R-6, R-8 & C-1 Boundary Sketch



B&A Engineers, Inc.

Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 83705
 (208) 343-3381

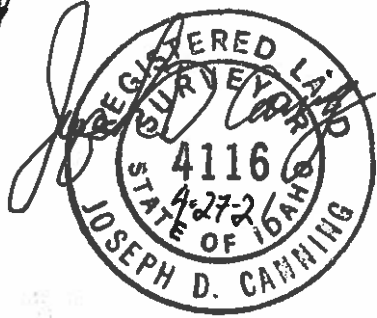
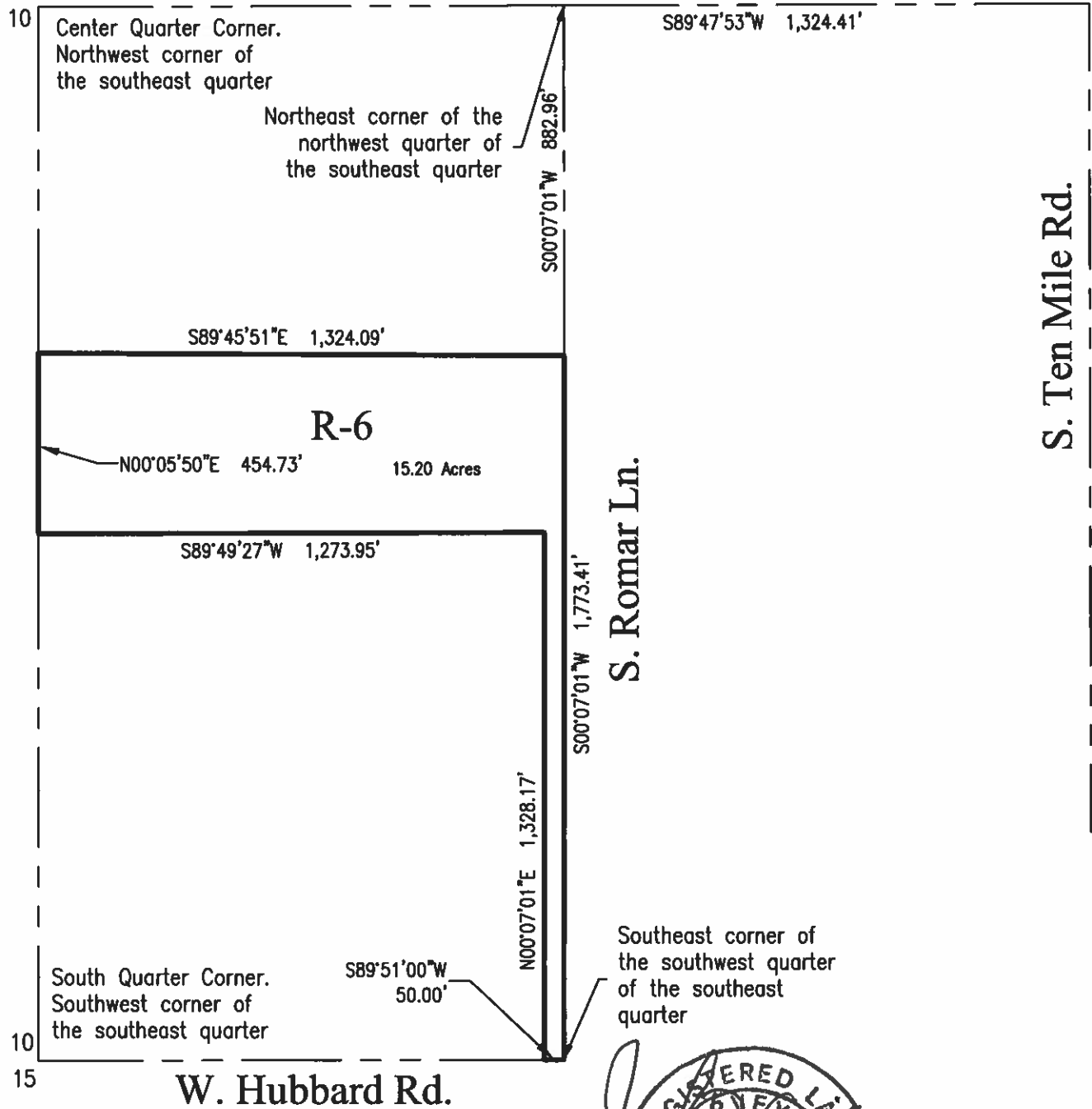
REF: Record Of Survey No. 307



NORTH
 SCALE: 1"=300'

Sabino's Rocky Ridge Subdivision Re-Zone to R-6 Boundary Sketch

East Quarter Corner.
Northeast corner of
the southeast quarter



SCALE: 1"=400'



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

REF: Record Of Survey No. 4990

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SABINOS ROCKY RIDGE SUBDIVISION**

5.6.2.7 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.6.2.8 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.6.2.9 Private Streets, Signs, and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Kuna consents to such waiver.

5.7 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any owner of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.8 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.8.1 A pro forma operating statement or budget, for each fiscal year may be requested in writing not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.

5.8.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available for delivery upon written request to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for the last fiscal year.

5.9 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws.

ARTICLE 6 - RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments for the maintenance, repair, management and operation of improvements on the Common Area;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid and,

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways.

6.1.5 The right of the Association to protect wildlife habitat.

6.2 Designation of Common Area. Grantor shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.2.1 Lot 21 Block 11, Lot 10 Block 12 and Lot 1 Block 14 are Common Area lots and have all right and uses outlined in Article 6 of this document.

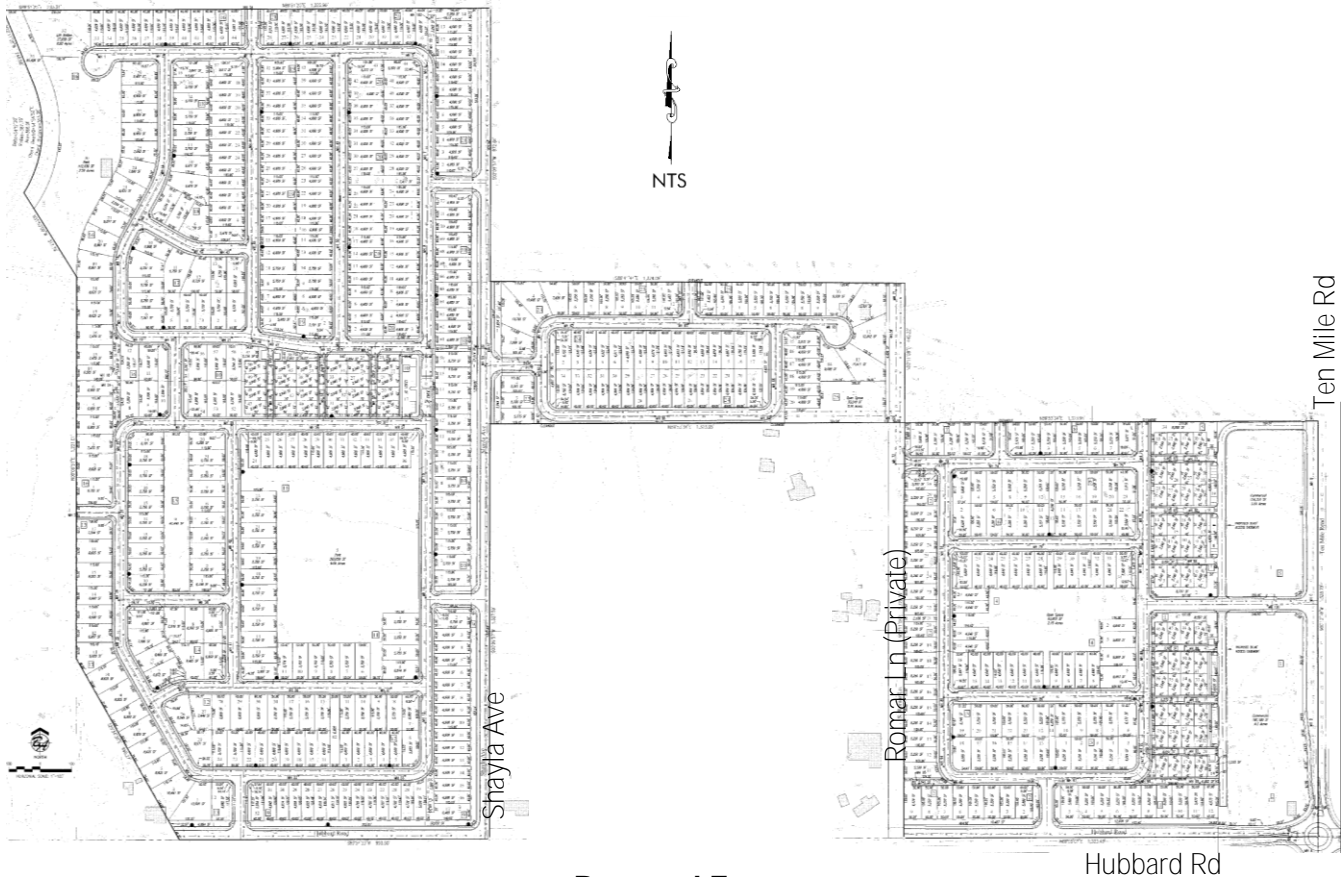
6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

TRAFFIC IMPACT STUDY

ALOHA SUBDIVISION

Kuna, Idaho
February 22, 2021
Revised May 19, 2021



Prepared For:

Hubble Homes

Prepared By:



181 East 50th Street
Garden City, ID 83714
(208) 841-4996

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EXECUTIVE SUMMARY

CR Engineering, Inc. has been retained to prepare a traffic impact study (TIS) for the proposed Aloha Subdivision located north of Hubbard Road between Black Cat Road and Ten Mile Road in Kuna, Idaho, as shown in **Figure 1.1**. The scope of this TIS was determined through coordination with the Ada County Highway District (ACHD) and Idaho Transportation Department (ITD) with inputs from the Community Planning Association of Southwest Idaho (COMPASS).

The TIS evaluates the potential traffic impacts resulting from background traffic growth, in-process developments in the study area, and the proposed development, and identifies improvements to mitigate the impacts if needed. Traffic impacts were evaluated based on the proposed land uses and accesses as shown in the preliminary site plan under weekday AM and PM peak hours traffic conditions. **Table 1** summarizes the intersection and roadway segment improvements needed to mitigate the traffic impacts for the following analysis years traffic conditions:

- 2021 Existing traffic
- 2030 Build-out year background traffic
- 2030 Build-out year total traffic

1.0 Proposed Development

- 1.1 Aloha Subdivision is a proposed mixed-use development estimated to contain 619 single-family dwelling units and 80,000 square feet of neighborhood commercial space. The anticipated build-out year for the proposed development is 2030 but may change depending on the market conditions.
- 1.2 Based on the procedures outlined in the *Trip Generation Handbook, 3rd Edition* and the *Trip Generation Manual, 10th Edition*, both published by the Institute of Transportation Engineers (ITE), the proposed development is estimated to generate approximately 10,729 trips per weekday with 636 trips during the AM peak hour and 1,046 trips during the PM peak hour.
 - Based on the proposed land uses, the development is expected to retrain 4 internal trips within the site during the AM peak hour and 144 internal trips during the PM peak hour
 - Based on the proposed land uses, the development is expected to attract 132 pass-by trips during the PM peak hour. No weekday daily or AM peak hour pass-by rates were available for the proposed land uses
 - All trips generated by the development were assumed to be made by personal or commercial vehicles
- 1.3 The estimated site traffic distribution patterns are:
 - 40% traveling on Ten Mile Road north of the site
 - 10% traveling on Ten Mile Road south of the site
 - 50% traveling on Hubbard Road east of the site

Table 1 – Proposed Improvements Summary

Intersection or Roadway Segment		2021 Existing	2030 Build-Out Year	
			Background	Total
①	Amity Rd and Ten Mile Rd	None	Multilane roundabout or signal with left-turn lanes	Multilane roundabout or signal with left-turn lanes and SB right-turn lane
②	Lake Hazel Rd and Ten Mile Rd	None	None	Single-lane roundabout or signal with left-turn lanes
③	Columbia Rd and Ten Mile Rd	None	Single-lane roundabout or signal with left-turn lanes	Single-lane roundabout or signal with left-turn lanes
④	Hubbard Rd and Ten Mile Rd	None	Single-lane roundabout or signal with left-turn lanes	Single-lane roundabout with right-turn lanes on NB and SB approaches or signal with left-turn lanes
⑤	Linder Rd and Hubbard Rd	None	Single-lane roundabout or signal with left-turn lanes	Single-lane roundabout with SB right-turn lane or signal with left-turn lanes
⑥	Meridian Rd and Hubbard Rd	Signal timing adjustments	Dual EB left-turn lanes and SB right-turn lane	Dual EB left-turn lanes and SB right-turn lane
Ten Mile Rd, Amity Rd to Lake Hazel Rd		None	None	None
Ten Mile Rd, Lake Hazel Rd to Columbia Rd		None	None	Widen to three lanes or alternative mitigation measures
Ten Mile Rd, Columbia Rd to Hubbard Rd		None	None	Widen to three lanes or alternative mitigation measures
Hubbard Rd, West of Ten Mile Rd		None	None	None
Hubbard Rd, Ten Mile Rd to Linder Rd		None	None	None
Hubbard Rd, Linder Rd to Meridian Rd		None	Widen to three lanes or alternative mitigation measures	Widen to three lanes or alternative mitigation measures

**Recording Requested By and
When Recorded Return to:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

City of Kuna / Developer /Builder

DEVELOPMENT AGREEMENT

[Idaho Code § 67-6511A and Chapter 14 of Title 5 Kuna City Code]

Parties to the Agreement:

City of Kuna	“City”	City Hall 751 W. 4 th Street Kuna, ID 83634
--------------	---------------	--

Name Goes Here	“Developer”	Attn:
----------------	--------------------	-------

Name Goes Here	“Owner”	Name:
----------------	----------------	-------

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EXHIBIT F: SUBJECT REAL PROPERTY LEGAL DESCRIPTION

EXHIBIT G: PUBLIC PARKS & TRAILS PLAN

DEVELOPMENT AGREEMENT

City of Kuna/~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~Providence Properties, LLC

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, by and through its Mayor (“**City**”) and ~~XXXXXX~~Providence Properties, LLC, an Idaho limited liability company (“**Owner**”) and ~~XXXXXX~~Providence Properties, LLC, an ~~IdahoXXXXX~~ limited liability company (“**Developer**”) and its successors and/or assigns.

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

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following words in **bold** print that appear in this Agreement have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise and is not capitalized:

- 1.1 **ACHD:** Means and refers to the Ada County Highway District, a countywide highway district organized and existing pursuant to Chapter 14 of Title 40, Idaho Code.
- 1.2 **Act:** Means and refers to the Local Land Use Planning Act as codified in Chapter 65 of Title 67, Idaho Code.
- 1.3 **Active Adult Community:** Means and refers to a designated area within the Subject Real Property, which may include age ownership requirements that may be modified by Developer in the PUD permitting process.
- 1.4 **Ada County:** Means and refers to Ada County, Idaho.
- 1.5 **Additional Property:** Means and refers to real property, not within the Subject Real Property on the Effective Date, that lies adjacent to the Subject Real Property.
- 1.6 **Agreement:** Means and refers to this “*City of Kuna/~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~Providence Properties, LLC Development Agreement,” which may be referred to and cited as the “~~XXXXXX~~Sabino’s Rocky Ridge Subdivision Development Agreement.”*
- 1.7 **Annexation Application:** Means and refers to Developer’s application to the City regarding the Subject Real Property requesting its annexation into the City.

- 1.8 Annexation Ordinance:** Means and refers to the annexation ordinance of the City which annexes the Subject Real Property into the City, a true and correct copy of which is attached marked *Exhibit A*.
- 1.9 Applications:** Means and refers collectively to all of Developer’s applications to the City regarding the Subject Real Property inclusive of: Annexation Application, Zoning Application, Planned Unit Development Application, Subdivision Application, Special Use Permit and Design Review Application.
- 1.10 CC&Rs:** Means and refers to the written and recorded covenants, conditions and restrictions that shall encumber portions of the Subject Real Property through one or more Owners’ Associations that establish quality control, operation and maintenance both during development and during maturing of the Project.
- 1.11 City:** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.
- 1.12 City Council:** Means and refers to the City Council of the City.
- 1.13 City Fees:** Means and refers to the fees for services as established and charged by the City.
- 1.14 Comprehensive Plan:** Means and refers to the City of Kuna Comprehensive Plan, as it exists on the Effective Date.
- 1.15 Design Review Application:** Means and refers to any application by the Developer for any development of the Subject Real Property requiring Design Review by the City.
- 1.16 Design Review Ordinance:** Means and refers to the planning, design guidelines and regulations of the Design Review Overlay District of the City as set forth in Chapter 4 of the Zoning Ordinance.
- 1.17 Developed:** Means and refers to the completion of development of the Project or phases of the Project by the Developer, including the establishment of the Owners’ Association and the CC&Rs associated therewith, and including the acceptance by the City or ACHD of any part of the Project in accordance with the provisions of this Agreement.
- 1.18 Developer:** Means and refers to [Providence PropertiesXXXX](#), LLC, an ~~XXXX~~ [Idaho](#) limited liability company, authorized to do business in the state of Idaho as a foreign limited liability company, which is developing the Project with the permission of the Owner and is a Party to this Agreement.
- 1.19 Developer’s Representative:** Means and refers to the representative for the Developer, which is originally William I. Brownlee and is inclusive of any designee appointed by Developer as provided herein.

- 1.20 Development Rights:** Means and refers to the Subject Real Property land use and development rights in connection with entitlements as provided in this Agreement and as provided in the Permits issued by the City in the process of the Applications.
- 1.21 Drainage System:** Means and refers to a drainage and flood control system and facilities for collection, diversion, detention, retention, dispersal, use and discharge of drain water.
- 1.22 Effective Date:** Means and refers to the date upon which this Agreement takes effect, which is the same date that the City's Annexation Ordinance and Rezone Ordinance take effect.
- 1.23 Existing Uses:** Means and refers to the existing uses of the Subject Real Property on the Effective Date, which is as follows: golf course and ancillary related uses, agriculture and ancillary related use, turf farm, nursery, offices, and equipment storage.
- 1.24 Sub Name:** Means and refers to the name of the Project, which is constructed and used pursuant to the Development Rights and which may subsequently include some or all of the Additional Property.
- 1.25 Fire District:** Means and refers to the Kuna Rural Fire District (formerly known as the Kuna Rural Fire Protection District).
- 1.26 Green Space:** Means and refers to real property Developed within the Project that is partly or completely covered with grass, trees, shrubs, or other vegetation and may include buildings, equipment, pathways and trails for recreational use and is only accessible to the residents, guests and property owners within a designated Village within the Project. This term may appear in this Agreement in the singular or the plural.
- 1.27 Impact Area:** Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Act.
- 1.28 Infrastructure Master Plan:** Means and refers to any of the Infrastructure Master Plans as provided in Section 5 of this Agreement. This term may appear in this Agreement in the singular or the plural.
- 1.29 Infrastructure Systems:** Means and refers collectively to Public Streets, Travel Appurtenances, Developer Potable Water System Improvements, Pressure Irrigation System, Sewerage System Improvements, Drainage Systems, Green Space, Public Green Space and Public Park as provided for in this Agreement.
- 1.30 Master Plan:** Means and refers to the Master Plan for the Project and the use of the Subject Real Property by the Developer and the Owner in accordance with the Applications attached hereto as *Exhibit B*.

- 1.31 Maximum Density:** Means and refers to the maximum number of residential units within designated areas of the Subject Real Property as stated in the Master Plan which Maximum Density is approximately XXX dwelling units/acre or a total of XXXX dwelling units (excluding XXXXXXXX, or any other units associated with commercial/mixed use development, if applicable).
- 1.32 Maximum Village Density:** Means and refers to a maximum gross residential density for each Village subject to the limitation on the Maximum Density allowed within each Village as set forth in the Master Plan and subject to reallocation of density as allowed in this Agreement.
- 1.33 Mortgage:** Means and refers to any lien placed upon the Subject Real Property, 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.
- 1.34 Offsite Sewerage:** Means and refers to any sewer improvements, including, without limitation, gravity lines, pressure lines, lift station, borings, manholes, and engineering, to connect the Subject Real Property to the existing terminus of the City's sewer system, the alignment of which is shown on *Exhibit C*.
- 1.35 Offsite Potable Water:** Means and refers to any potable water supply network, located outside the boundary of the Subject Real Property, to connect the Project Potable Water System to the existing terminus of the City's Potable Water System, the alignment of which is shown on *Exhibit D*.
- 1.36 Open Space:** Means and refers to any portion of the Subject Real Property that is designated for recreation, agriculture, habitat, scenic or similar uses and inclusive of, without limitation, developed or natural areas; Open Space must be usable space as reasonably determined at the time of preliminary plat by the City planning and zoning director, and may include:
- Green Space, Public Green Space and Public Parks;
 - sports fields, and trails;
 - golf course(s);
 - landscape easements or common areas inside or outside of public rights-of-way;
 - floodplains and floodways;
 - wetlands, wildlife habitat, stream corridors, and
 - 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 and as identified on the final plat.
- 1.37 Ordinances:** Means and refers to an ordinance passed by the City Council in accordance with the provisions of this Agreement. This term may appear in this Agreement in the singular or the plural.

- 1.38 Owner:** Means and refers to XXXXX, LLC, an XXXX limited liability company who is the owner of the Subject Real Property on the Effective Date and Party to this Agreement, and after the Effective Date of this Agreement shall refer to the owner or owners of the Subject Real Property.
- 1.39 Owners' Association:** Means and refers to any non-profit entity created or to be created by Developer, to be responsible for the perpetual maintenance and operation and management of Private Roads, Green Space, Public Green Space, Pressure Irrigation System, and Common Areas as such are set forth in the CC&Rs.
- 1.40 Parcel:** Means and refers to tract or parcel of distinctly legally described real property located within the Subject Real Property. This term may appear in this Agreement in the singular or the plural.
- 1.41 Party or Parties:** Means and refers to the City and/or the Owner and/or the Developer, as the Parties to this Agreement, depending upon the context of the term as used in this Agreement.
- 1.42 Planned Unit Development Application:** Means and refers to the Developer's application to the City regarding Developed phases of the Project requesting a Planned Unit Development Permit.
- 1.43 Planning & Zoning Commission:** Means and refers to the City's Planning & Zoning Commission.
- 1.44 Potable Water Provider:** Means and refers to the City providing potable water through the Potable Water System.
- 1.45 Potable Water System:** Means and refers to the City's domestic potable water system which includes, without limitation, all wells, storage tanks, distribution mains and pump stations necessary to provide Potable Water to users of the City's Potable Water System.
- 1.46 Pressure Irrigation System:** Means and refers to the pressure irrigation system designed and built by the Developer, and owned and maintained by the Owners' Association as set forth in the CC&Rs.
- 1.47 Private Road:** Means and refers to any road to be Developed as a part of the Project that will remain private and not be dedicated to ACHD and is intended for perpetual maintenance by the Developer or an Owners' Association. This term may appear in this Agreement in the singular or the plural.
- 1.48 Project:** Means and refers to the intended development of the Subject Real Property in accordance with the Master Plan and as governed by this Agreement.

- 1.49 Project Potable Water System:** Means and refers to the wells, storage tanks and distribution lines, offsite main lines and pumps planned, designed and constructed by the Developer and/or the City to serve the Project with potable water.
- 1.50 Project Sewerage System:** Means and refers to the Sewerage System [not including Offsite Sewerage] designed and constructed by the Developer to serve the Project.
- 1.51 Public Green Space:** Means and refers to Green Space that is accessible to the public. This term may appear in this Agreement in the singular or the plural.
- 1.52 Public Infrastructure:** Means and refers to the infrastructure facilities and services improvements, including, without limitation, underlying lands and improvements that are owned or to be conveyed to and owned by the City or a third-party public service provider.
- 1.53 Public Park:** Means and refers to real property that is partly or completely covered with grass, trees, shrubs, or other vegetation, and may include buildings, equipment pathways and trails used for recreation and accessible to the public and owned and maintained by the City. This term may appear in this Agreement in the singular or the plural.
- 1.54 Public Street:** Means and refers to any street to be developed as a part of the Project that will be dedicated to and intended for acceptance for perpetual maintenance by ACHD. This term may appear in this Agreement in the singular or the plural.
- 1.55 PUD:** Means and refers to a planned unit development as defined and by the PUD Ordinance.
- 1.56 PUD Modifications:** Those portions of the Subdivision Ordinance and Zoning Ordinance that are being modified as allowed pursuant to the City's Subdivision Ordinance and are attached as *Exhibit E*.
- 1.57 PUD Ordinance:** Means and refers to the planned unit development regulations of the City as a part of the Zoning Ordinance codified in Chapter 7 of Title 5 of Kuna City Code as it exists on the Effective Date.
- 1.58 PUD Standards:** Means and refers to the standards in the PUD Ordinance as amended by the PUD Modifications as of the Effective Date.
- 1.59 Rezone Ordinance:** Means and refers to a zoning ordinance which rezones the Subject Real Property as ~~X-XXR-6~~ and ~~R-8X-XX~~ and ~~X-XX~~ City zones (as amended by the PUD) in accordance with the provisions of this Agreement.
- 1.60 Sewer Provider:** Means and refers to City providing sewerage service through the Wastewater System.

- 1.61 Sewerage System:** Means and refers to any or all or any combination of the following depending upon the context of this term in the Agreement including, without limitation: intercepting sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, structures, buildings, machinery, equipment connections and all other appurtenances used for the collection, and transportation to the City's Wastewater System treatment facilities for the treatment and disposal of sewage.
- 1.62 Special Use Permit:** Means and refers to a permit granting a special or conditional use by the City pursuant to the Special Uses Ordinance.
- 1.63 Special Uses Ordinance:** Means and refers to Chapter 6 of Title 5 of Kuna City Code, as it exists on the Effective Date, which provides for the processing of application for special or conditional use permits.
- 1.64 Subdivision Application:** Means and refers to the Developer's application to the City regarding the subdivision of the Subject Real Property.
- 1.65 Subdivision Ordinance:** Means and refers to the subdivision regulations of the City codified in Title 6 Kuna City Code, as it exists on the Effective Date.
- 1.66 Subject Real Property:** Means and refers to XXXX acres more or less located in Ada County, Idaho, legally described and depicted in *Exhibit F*.
- 1.67 Term:** Means and refers to the duration of this Agreement as set forth herein unless the word "term" is not capitalized.
- 1.68 Village:** Means and refers to a portion of the Subject Real Property, as so identified and designated on the Master Plan as a "XXXX." This term may appear in this Agreement in the singular or the plural.
- 1.69 Wastewater System:** Means and refers to the City's Sewerage System including, without limitation, all collection lines, lift stations, treatment plants and all appurtenances thereto necessary to provide sewerage service to users of the City's Sewerage System.
- 1.70 Zoning Administrator:** Means and refers to the planning & zoning director of the City.
- 1.71 Zoning Application:** Means and refers to the Developer's application to the City regarding the rezoning of Subject Real Property upon the Subject Real Property's annexation into the City.
- 1.72 Zoning Ordinance:** Means and refers to the zoning regulations of the City codified in Title 5 Kuna City Code, as amended by the PUD Modifications, as it exists on the Effective Date.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1 Municipal Corporation.** City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code; and
- 2.2 Authority.** City is authorized, under the Act [I.C. § 67-6503], to exercise the powers conferred by the Act; and
- 2.3 Comprehensive Plan.** City has the power and duty under the Act [I.C. § 67-6508] to conduct a comprehensive planning process, and to prepare, implement, review and update a comprehensive plan and is exercising its power and duties under the Act and has established a Comprehensive Plan; and
- 2.4 Zoning Ordinance.** City has enacted its Zoning Ordinance, pursuant to its power and duty under the Act [I.C. § 67-6511]; and has established within its boundaries one (1) or more zones or zoning districts with established standards of land use regulation in conformance with its Comprehensive Plan; and
- 2.5 PUD Ordinance.** City, pursuant to its authority under the Act [I.C. § 67-6515], has enacted as a part of its Zoning Ordinance, the PUD Ordinance, providing for the regulation and processing of applications for planned unit development permits for an area of land under a single ownership or control, which a variety of residential, commercial, industrial, and other land uses may be provided with requirements for minimum area, permitted uses, ownership, common open space, utilities, density, arrangements of land uses on a site; and
- 2.6 Development Agreement.** City has the power under the Act [I.C. § 67-6511A], by ordinance, to require or permit as a condition of rezoning of real property that Owner or Developer make written commitment concerning the use or development of the Subject Real Property; and
- 2.7 Subdivision.** City has power and duty under the Act [I.C. § 67-6513] and has enacted the Subdivision Ordinance, which provides for standards and processing of the subdivision of real property under Idaho Code Sections 50-1301 - 50-1329; and
- 2.8 Water and Sewer.** City, has and is exercising its power to construct reconstruct, improve, better and extend within and partially outside of the City and operate pursuant to Idaho Code Sections 50-1028 - 50-1040 a domestic water system and sewerage system; and

- 2.9 Ownership.** Owner owns the Subject Real Property to which the Developer has an option to purchase and which the Developer seeks to develop in accordance with the Master Plan; and
- 2.10 Impact Area.** The Subject Real Property is within the Impact Area; and
- 2.11 Development.** Developer seeks to develop and annex the Subject Real Property into the City in accordance with the Master Plan; and
- 2.12 Planning Benefits.** The development of the Subject Real Property pursuant to this Agreement shall result in significant planning and economic benefits to the City and the Developer by, without limitation:
- encouraging investment in and commitment to comprehensive planning for efficient utilization of the City and other public resources to secure quality planning, growth and protection of the environment;
 - requiring development of the Subject Real Property consistent with the Comprehensive Plan, the Master Plan, the Kuna City Code, and this Agreement;
 - providing for the planning, design, engineering, construction, acquisition, and/or installation of Public Infrastructure in order to support anticipated development of the Subject Real Property and Additional Property;
 - increasing tax and other revenues to the City based on a strengthened tax base of improvements to be constructed on and in reasonable proximity to the Subject Real Property;
 - creating employment through development of the Subject Real Property consistent with this Agreement; and
 - creating quality housing, employment, recreation and other land uses on the Subject Real Property for the residents of the City.
- 2.13 Assurances.** This Agreement promotes and encourages the development of the Subject Real Property by providing Developer and Developer's creditors with general permitting assurances of Developer's intentions to develop the Subject Real Property in accordance with the Master Plan; and
- 2.14 Existing Uses.** Substantial improvements have been made to the Subject Real Property as of the Effective Date which include without limitation, landscape, Private Roads, Public 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 and it is the mutual intention of the Parties that the Existing Uses and improvements as of the Effective Date are allowed to continue their use subject to conformance with the Master Plan.

- 2.15 Master Plan.** It is the intention of the Parties that the Developer develop the Subject Real Property in accordance with the Master Plan and the Infrastructure Master Plans; and
- 2.16 Annexation.** In order for the Developer to develop the Subject Real Property in accordance with the Master Plan, the Subject Real Property must be annexed into the corporate limits of the City; and
- 2.17 Applications.** Developer with the Owner’s consent has filed the Annexation Application and the Applications for approval of its development and use of the Subject Real Property in accordance with the Master Plan; and
- 2.18 City Process.** City will process all of the Applications in accordance with its Zoning Ordinance, Subdivision Ordinance, PUD Ordinance, Special Uses Ordinance and the Act; and
- 2.19 Zoning Designations.** The zoning designations contained in the Master Plan are the appropriate City zoning designations for the Subject Real Property and are consistent with the Comprehensive Plan; and
- 2.20 Written Commitment.** It is the intention and purpose of the Parties by entering into this Agreement to establish the requirements and conditions as a condition of rezoning the Subject Real Property that the Developer and the Owner are making a written commitment to improve, develop and use the Subject Real Property in accordance with zoning designations of the Rezone Ordinance, the PUD permit, Special Use Permit and Final Plat Approvals by the City in accordance with the Master Plan all of which are intended 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 Subject Real Property in accordance with the Master Plan; and
- 2.21 Mutual Benefits.** The Parties agree that the mutual benefits received pursuant to the terms of this Agreement and the rights granted by the City and secured to and required of the Developer and the Owner hereunder constitute sufficient consideration to support the covenants and agreements of the City, the Developer, and the Owner.

**SECTION 3
ANNEXATION**

- 3.1 Annexation Application.** Developer, with the Owner’s consent, has filed an Annexation Application, which the City has processed.
- 3.2 Annexation Approval.** City Council, together with approving this Agreement, has approved the Annexation Ordinance of the Subject Real Property.

- 3.3 **Annexation Ordinance.** The Annexation Ordinance, approved by the City Council, takes effect on the Effective Date.

**SECTION 4
PROJECT ZONING AND LAND USE APPROVALS**

- 4.1 **Zoning Application.** Developer, with the Owner’s consent, has filed Applications for R-~~X~~6, R-~~X~~8 and C-~~X~~1 zoning of the Subject Real Property, in accordance with the Zoning Application, which the City has processed together with the Annexation Ordinance.
- 4.2 **Rezone Approval.** City Council approved Rezone Ordinance.
- 4.3 **Rezone Ordinance.** The Rezone Ordinance, approved by the City Council, will take effect on the Effective Date.
- 4.4 **General Terms.** The following terms and conditions apply to the use and development of the Subject Real Property in accordance with the designations on the Master Plan:
- 4.4.1 **Existing Uses.** The Existing Uses are allowed and may continue unless there is a change in use by the Developer in accordance with this Agreement.
- 4.4.2 **No Change to Existing Uses.** Developer/Owner shall not change any Existing Uses unless the Developer/Owner files the appropriate Applications with the City in accordance with the Developer/Owner’s ability to proceed with its phases of development of the Property in accordance with the Master Plan and in that regard:
- 4.4.2.1 File a Planned Unit Development Application for those areas within the Subject Real Property which are identified on the Master Plan with the word “XXXXX” which the City shall process in accordance with and under the provisions of the PUD Ordinance; and
- 4.4.2.2 File a Subdivision Application for plats which the City shall process in accordance with and under the provisions of the Subdivision Ordinance; and
- 4.4.2.3 File Applications for any needed Special Use Permits which the City shall process in accordance with and under the provisions of the Special Uses Ordinance; and
- 4.4.2.4 File a Design Review Application which the City shall process in accordance with and under the provisions of the Design Review Ordinance.

4.5 Development Densities. Subject only to the Maximum Density, the following applies to the terms and conditions of any permitting to be issued by the City as those permits are required by Section 4.4.2 of this Agreement:

4.5.1 Allocation of Density. Developer shall have the right to allocate residential density, and the Development Rights associated with such residential density, from Parcels or XXXXXX as shown on the Master Plan to other XXXXXX as shown on the Master Plan at any time, and Developer may reallocate any unused residential density originally allocated to a Village in the event that the preliminary or final platting of a Village results in unused residential density, provided such allocation:

4.5.1.1 does not exceed the Maximum Density for the entire Subject Real Property; and

4.5.1.2 does not allow a use otherwise prohibited; or

4.5.1.3 does not cause a material change to this Agreement without prior amendment to this Agreement as required by City Code and compliance with the notice and hearing requirements thereof.

4.5.2 Allocation Between XXXX (Phases). Any allocation of residential density between XXXX (phases) must be consistent with the planning efforts to encourage planning flexibility based on physical and market conditions while protecting private property rights and changing market conditions in accordance with the Master Plan.

4.5.3 No Formal Amendment. Developer shall deliver notice to the City that an allocation of residential density shall be made from one Village to another Village and shall provide the City with a statement of the number of residential units per gross acre being allocated and to which Village. Any allocation in compliance with this Section does not necessitate a formal amendment to this Agreement and shall be retained in the City's official file for the Project.

4.5.4 No Reduction of Maximum Density. The approval of any 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.

4.6 PUD Modifications. Modifications of the requirements of the City's development density, lot size and setback standards, as set forth in the Zoning Ordinance and/or the Subdivision Ordinance, as PUD Modifications, are attached as *Exhibit E*.

4.7 Conveyance Subject to this Agreement. Conveyances from the Developer/Owner of any real property and/or easement together with any improvements thereon shall be subject to the development of the same in accordance with this Agreement.

4.8 City Cooperation. City shall cooperate with the Developer, as is reasonably necessary for the Developer to construct any improvements upon the Subject Real Property as permitted by the City, to provide temporary encroachment permits and or temporary construction easements for the City real property or right-of-way so long as the same is not an unreasonable interference with the City's use thereof and only to the extent reasonably necessary.

4.8.1 Temporary Permits. Temporary encroachment permits and temporary construction easements shall identify the term, describe the use and provide that the Developer shall substantially restore such easements and rights-of-way to their condition prior to the Developer's entry upon and completion of such construction, repair or maintenance.

4.9 Prior Easement Dedication. To the extent permitted by law and subject to obtaining an encroachment permit from the City (or other applicable governmental jurisdiction), the prior dedication of any easements or rights-of-way shall not affect or limit the Developer's right to construct, install, and/or provide Public Infrastructure thereon or there over.

4.10 Land Uses. The uses of the Subject Real Property shall be in accordance with the Existing Uses and/or uses permitted by the City pursuant to this Agreement and the following uses will be allowed as conditions of the City permitting as is applicable to the Project to be governed by the permit:

4.10.1 Sales Offices. Sales offices, including marketing trailers, model home complexes and construction trailers shall be allowed during the marketing phase of the Project Development.

4.10.2 Model Homes. Upon Developer's notice of approval from the Fire District, City Public Works and ACHD of the all-weather access and fire protection, the City will issue building permits for the construction of model homes and community facilities in compliance with Kuna City Code. Developer shall be allowed up to ten (10) building permits for model homes prior to the recordation of the Final Plat of a subdivision within the Project. Developer and the 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 the City issues a certificate of occupancy for the model homes and/or community facilities. During the construction of the model homes and/or community facilities, Developer shall provide to the Fire District, the City, and ACHD access in accordance with their standards.

**SECTION 5
PROJECT INFRASTRUCTURE SYSTEMS AND SERVICES**

5.1 Private Roads and Public Streets.

5.1.1 Developer Responsibility. Developer shall:

- 5.1.1.1** Include in the Master Plan for approval, a Developer Private Roads and Public Streets System Infrastructure Master Plan, defined below, designating the location of the Private Roads (in the Active Adult area) and Public Streets that will serve the Project, as it is fully Developed including considerations that Additional Property may, in the future, be added to the Project (the “**Developer Private Roads and Public Streets System Infrastructure Master Plan**”). Developer Private Roads and Public Streets System Infrastructure Master Plan is satisfied by the inclusion of the attached *Exhibit F*.
- 5.1.1.2** The location of Private Roads and Public Streets depicted on the Master Plan is conceptual and may be subject to change during the subdivision approval process by the City and ACHD, as the Project is developed. The Project will include two Public Streets serving as residential collectors, the first will run east and west through the Subject Real Property and the second will be an extension of Five Mile Road in the approximate locations shown on the Master Plan.
- 5.1.1.3** The final designation of the Project’s Public Streets and Private Roads will be determined in the Subdivision permitting process by the City and ACHD, as the Project is developed.
- 5.1.1.4** Public Streets shall be designed and constructed to meet ACHD standards for acceptance and in accordance with the approved Developer Private Roads and Public Streets Infrastructure Master Plan and as approved in the subdivision approval process.
- 5.1.1.5** Private Roads shall be designed and constructed as approved in the subdivision approval process subject to the following:
 - 5.1.1.5.1** Constructed by the Developer to the City and ACHD applicable engineering standards. Private Roads may modify curb, drainage, widths, parking and other standards in accordance with the PUD Modifications and the City’s Subdivision Ordinance.
 - 5.1.1.5.2** Maintained by Developer and/or an Owners’ Association; and

- 5.1.1.5.3 Constructed with limited access, through access control structures, to the Active Adult Community portion of the Master Plan, and any expansions of the Active Adult Community, and with gated accesses at Cloverdale Road, Kuna Road, and on the north and east side of the Active Adult Community portion of the Master Plan subject to review and approval of the City, ACHD, Fire District and Ada County Ambulance District; and
- 5.1.1.5.4 Owned by the Developer until Developed and may subsequently be conveyed to one or more Owners' Associations as designated in each Developed phase of the Project; and
- 5.1.1.5.5 Identified on the preliminary and final plats of the Subject Real Property; and
- 5.1.1.5.6 Accessible to public service agency providers including, without limitation, police, fire, ambulance, garbage collection, electrical, cable and telephone line installation and repair, domestic and irrigation water or sewer line installation and repair, and other similar public purposes.

5.1.1.6 Parking, pedestrian, bicycle, sidewalks and/or other facilities intended to be used for non-motorized vehicular traffic and/or for e-bicycles and scooters used for ingress and egress to and from or within the Project (“**Travel Appurtenances**”), not included in Private Roads or Public Streets, and Developed within a phase of the Project, shall include, as is relevant and as required by the City, the following:

- 5.1.1.6.1 Public Street and Private Road lighting shall be served with underground electric service distribution; all Private Roads and Street striping, traffic signals, sign posts, name signs, stop signs, speed limit signs, and all other directional/warning/advisory traffic signage in accordance with the Manual on Uniform Traffic Control Devices.

5.2 **Potable Water.** In the permitting process of the development of the Project, it is intended that the Project, as permitted and developed, will be served by the City’s Potable Water System by the Potable Water Provider in accordance with the provisions of this Section via an Offsite Potable Water Line or the Project will be served by wells with a Project Potable Water System. In the event the City is unable to provide Potable Water to all or a portion of the Property, Developer may seek alternative potable water service.

5.2.1 **Developer Responsibility.** Developer shall:

5.2.1.1 prepare and submit to the City, for its approval, a Project Potable Water System Infrastructure Master Plan, defined below, designating the location of wells, the number of wells, water storage tanks (if necessary as required by the City in its discretion), and the general location of the water transmission and distribution system, including any that are offsite that will serve the Project as the Project is fully Developed including considerations that Additional Property may, in the future, be added to the Project as required by the City in order for potable water to be provided by the Potable Water Provider to the Project (which may be constructed on the same site) and meet redundancy requirements and provide for its interconnectivity to the Potable Water System (the “**Project Potable Water System Infrastructure Master Plan**”). It is anticipated that the Project Potable Water System Infrastructure Master Plan will include two (2) municipal wells to serve the Project and will identify the phases of Project development which will provide that necessary well or wells and/or the construction of an offsite line as part of the Project Potable Water System.

5.2.1.2 In the event the City does not secure the necessary water rights and well permits to serve the Project via new wells, prepare and submit to the City an offsite potable water plan that would connect the Subject Real Property to the City’s Potable Water System via the Offsite Potable Water Line (the “**Offsite Water Plan**”).

5.2.1.3 shall convey, at no cost to the City, all potable well sites as identified in the Project Potable Water System Infrastructure Master Plan and grant access easements to such sites prior to the City commencing construction of the Phase One Wells (the “**Well Sites**”).

5.2.1.4 shall be responsible to install all distribution lines, pressure reducing valves and booster stations and other aspects of the Project Potable Water System Infrastructure Master Plan to serve the residential and commercial uses within the Project, excluding the costs for any wells, storage tanks or Offsite Potable Water system to supply potable water to the Project that may be the responsibility of the City, at the Developer’s sole cost and expense (the “**Developer Potable Water System Improvements**”).

5.2.2 City Responsibility. City shall:

5.2.2.1 Provide all Potable Water Rights to serve the Project and reserve those rights to the extent allowable by law, in the event water is limited.

5.2.2.2 Upon the Developer’s conveyance of the Well Sites, construct potable water wells necessary to serve the development of the Project as shown in *Exhibit B*.

- 5.2.2.3** It is anticipated that two (2) municipal wells will be needed to serve the Project. One or two well(s) will be constructed with the first phase of development (“**Phase One Wells**”) or the construction of an offsite water main, depending upon the City’s ability to obtain the necessary permits from IDWR to construct the wells in a timely manner. After the Effective Date, the City shall either (i) obtain the approvals from IDWR for the construction of the Phase One Wells and/or (ii) design and construct the offsite water main so as to provide potable water to the Project, by using all reasonable efforts to complete the same within a twelve (12) month period following the Effective Date.
- 5.2.2.4** If the City determines it needs a storage tank to meet either fire flow or storage requirements, the City will be responsible for the construction of any storage and the Owner shall provide a site suitable for the construction of the storage tank not to exceed twenty thousand (20,000) square feet.
- 5.2.2.5** Upon conveyance of Developer’s Potable Water System Improvements to the City, the City shall be the Potable Water Provider to the Developed Project and shall continue to own and maintain the Water System Improvements, and Wells as a part of the Potable Water System.
- 5.2.2.6** Upon completion by the Developer of each Developed phase within the Project, the City shall then be the Potable Water Provider to that Developed phase of the Project.
- 5.2.2.7** City will provide a “**Will-Serve**” letter for each phase of the Project as it is Developed.
- 5.2.2.8** Developer shall be eligible for reimbursement of any portion of the cost of the Project Potable Water System Improvements and Offsite Potable Water System constructed by the Developer that are oversized to provide potable water service to property outside of the Subject Real Property in accordance with the reimbursement policy of the City in effect when Developer Potable Water System Improvements are connected to the Potable Water System.

5.2.2.8.1 In the event that the Developer constructs any portion of the Project Potable Water System or Offsite Potable Water System that are eligible for reimbursement, prior to construction of the Project Water System Improvements and Offsite Potable Water System and after the Developer has received bids to construct, the City and the Developer shall document the final amount to be reimbursed in accordance with the City's reimbursement policy then in effect and the City shall approve the amount with the requirement to provide actual costs after completion. A late-comer agreement will be a stand-alone document and/or agreement.

5.3 Irrigation. In the permitting process of the development of the Project, it is intended that each phase of the Project, as permitted and developed, will be served by a Developer Pressure Irrigation System in accordance with the provisions of this Section.

5.3.1 Developer Responsibility. Developer shall:

5.3.1.1 Prepare and submit to the City, for its approval, a Developer Pressure Irrigation System Infrastructure Master Plan, defined below, designating the location of Developer Pressure Irrigation System Improvements that will service the Project, as it is fully developed including considerations that Additional Property may, in the future, be added to the Project (the "**Developer Pressure Irrigation System Infrastructure Master Plan**").

5.3.1.2 The Developer/Owner shall retain all irrigation water rights related to irrigation of the Subject Real Property and those water rights shall continue to be utilized for irrigation of Existing Uses and Green Spaces and Public Green Spaces and Public Parks and shall not be used to serve any other properties not within the Subject Real Property or Additional Property, without demonstrating that there are adequate irrigation rights to serve the Subject Real Property.

5.3.1.3 The City shall pay the reasonable assessment rates, as set by Developer or Owners' Association, for irrigation water provided to any Public Park conveyed to and accepted by the City pursuant to this Agreement.

5.4 Wastewater Treatment. In the permitting process of the development of the Project, it is intended that the Project as permitted and developed will be served by the Wastewater System in accordance with the provisions of this Section.

5.4.1 Developer Responsibility. Developer shall:

- 5.4.1.1 Prepare and submit to the City, for its approval, a Wastewater System Infrastructure Master Plan designating the approximate location of the Sewerage System main lines, including Offsite sewer lines and lift stations, that will service the Project, as required by the City in order for the City to be the Sewer Provider to the Project as it is fully Developed including considerations that Additional Property may, in the future, be added to the Project (the “**Sewer Master Plan**”).
- 5.4.1.2 Developer, at Developer’s expense, shall construct the City-approved (“**Project Sewerage System**”) within the Project and shall construct Offsite Sewerage depicted on *Exhibit D* from the City-constructed Orchard Lift Station to the Subject Real Property to serve the Project.
 - 5.4.1.2.1 The Offsite Sewerage, provided by Developer, may follow the Kuna Road alignment or traverse private property, provided that easements, in a form satisfactory to the City, are provided by the owners of any such private properties.
- 5.4.1.3 The design of Developer-constructed Offsite Sewerage must ensure that, upon completion of the Offsite Sewerage, the Subject Real Property will be served by the Sewer Provider with a capacity to serve the Maximum Density of the approved Project.

5.4.2 City Responsibility. City shall:

- 5.4.2.1 Following the Developer’s construction and installation of the Developer Sewerage System Improvements in accordance with the Sewer Master Plan including easements and acceptance by the City, the City will become the Sewer Provider for the Project as it is developed.
- 5.4.2.2 City shall be the Sewer Provider as the Project is developed in accordance with the following:
 - 5.4.2.2.1 City will provide a “**Will-Serve**” letter for each phase of the Project as it is developed.
 - 5.4.2.2.2 City has recorded easements for the portion of Offsite Sewerage between the Orchard Lift Station and Stroebel Road.
 - 5.4.2.2.3 For the portion of the Offsite Sewerage on Kuna Road from Locust Grove to the Property, Developer shall be eligible for reimbursement of the portion of the cost of the Offsite Sewerage in excess of the capacity needed to serve the Developed Project. Reimbursement amounts shall be

calculated and paid in accordance with the applicable City reimbursement policy in effect when construction commences. A late-comer agreement will be a stand-alone document and/or agreement.

- 5.4.2.2.4** For a portion of the Offsite Sewerage from the Orchard Lift Station to the intersection of Kuna Road and Locust Grove Roads, Developer shall be eligible for the reimbursement of 100% of the cost(s) including engineering and a management fee of 5% of the cost(s). The reimbursement shall come from Capital Improvement Plan Funds and be paid back to the Developer within five (5) years of completion of such portion of Offsite Sewerage. City will also adopt a latecomer provision that will be adapted as a separate document and/or agreement.

5.5 Drainage System. Developer shall:

5.5.1 Drainage Master Plan. Prepare and submit to the City, for its approval, a Drainage System Infrastructure Master Plan designating the location of the “**Developer Drainage System Improvements**” that will service the Project, as it is fully developed including considerations that Additional Property may, in the future, be added to the Project (the “**Drainage Master Plan**”).

5.5.2 Private Drainage. The Drainage Master Plan shall designate areas with private Drainage Systems to be conveyed to and accepted by and maintained by Developer or a designated Owners’ Association.

5.5.3 ACHD Standards. Developer Drainage System Improvements shall be designed and constructed, as the Project phases are developed, to meet ACHD standards on Public Streets, City and any applicable State standards as is relevant to the intended ownership and maintenance of the constructed Developer Drainage System Improvements.

5.6 Project Public Park(s), Green Space and Public Green Space Infrastructure Master Plan. The Project shall contain Green Space, Public Green Space, and Public Park areas totaling a minimum of 10% of the gross Project acreage in accordance with the following:

5.6.1 Platting. Each plat within the Project shall contain a minimum of 5% of its total gross acres as Green Space, Public Green Space and/or Public Park(s).

5.6.2 Master Plan. The Project Public Park(s), Green Space and Public Green Space Infrastructure Master Plan for the Project, attached as *Exhibit G*, depicts the intent of Project development to link XXXXX to various common areas and recreational uses.

5.6.3 Pathways. The pathways and trails shall be located along the Public Park(s), Green Space and/or Public Green Space corridors.

5.6.4 Developer to Designate. Developer shall specifically designate Public Parks, Green Spaces and Public Green Spaces upon submission of each preliminary and final plat in accordance with the Project Public Park(s), Green Space and Public Green Space Infrastructure Master Plan.

5.6.5 Ownership. The ownership of the Public Parks, Green Spaces, and Public Green Spaces shall be owned and maintained as follows:

5.6.5.1 Public Parks by the City;

5.6.5.2 Green Spaces and Public Green Spaces by Developer/Owners' Association.

5.6.6 Pathways. Project Public Park(s), Green Space and Public Green Space Infrastructure Master Plan (*Exhibit G*) shows a pathway network to be constructed with the Project. The pathways and trails on *Exhibit G* are all depicted within Green Space and/or Public Green Space and shall be constructed in phases.

5.6.7 Isolated Trails. In locations where pathways and trails are isolated and not connected to any other development trail or pathway or detached from development areas ("**Isolated Trails**"), such Isolated Trails shall be constructed by Developer and approved by the City as each Project phase is permitted and completed.

5.6.7.1 Isolated Trails shall be a minimum of 500 feet per each approved phase. In any circumstance where a pathway or trail is unable to be constructed due to safety, topography, or easement/ownership conflicts, then the Developer shall either re-route such pathways or trails or replace them with additional pathways or trails elsewhere or reach a written agreement with the City to construct those pathways or trails in the reasonable foreseeable future when the circumstances are expected to be resolved.

5.6.7.2 Developer may construct larger portions of the Isolated Trails at a rate faster than 500 feet per Phase, in which case the cumulative total of the Isolated Trails would count toward the 500 foot minimum requirement.

5.6.8 Project Public Parks. The Master Plan calls for a minimum of one Public Park to be a minimum of ten [10] acres in size and dedicated to the City.

5.6.8.1 The location of the Public Park(s) may be modified from the location shown on the Master Plan, but shall be located adjacent to a main Public Road in a central location to maximize public access and be compatible with the intent of the Project Public Park(s), Green Space and Public Green Space Infrastructure Master Plan.

5.6.8.2 The Public Park shall include at least three (3) active amenities such as by way of example:

- Playing fields, playground, basketball court, volleyball court, tennis court, pickle ball courts, a picnic shelter, etc.

5.6.8.3 Developer and the City will work together on the final design of any Public Park(s).

5.6.9 Public Park Impact Fee Credits and Reimbursement. If Developer, at no cost or expense to the City, develops and conveys to the City any Public Park within the Subject Real Property, upon approval from City Administrator of the Public Park improvement costs, including the current fair market value of the land (“**Approved Public Park Costs**”), the Developer or the owner of any real property within the Subject Real Property shall be entitled to the issuance of a credit against the City’s Public Park impact fee or reimbursement from Project impact fees or a combination thereof, as will be negotiated with the City Administrator in accordance with the provisions of Kuna City Code Section 12-1-6 including any other applicable provisions of Chapter 1 of Title 12 Kuna City Code.

5.6.10 Green Space and Public Green Space Ownership. Developer shall identify, as phases of the Project are Developed, an Owners’ Association or other entity that will own and maintain each Green Space and each Public Green Space and all improvements within the phase of the Project then being Developed.

SECTION 6

INFRASTRUCTURE SYSTEMS DEVELOPMENT CONSTRUCTION STANDARDS

6.1 Infrastructure Systems Development Standards. Developer/Owner will, in the course of development of each phase of the Project, construct and install all Infrastructure Systems, including any portion thereof that is Offsite, in accordance with the then current relevant engineering and City, ACHD, Ada County, state of Idaho and Federal agency standards.

SECTION 7
INFRASTRUCTURE SYSTEMS CONSTRUCTION ACCESS AND OPERATIONS

- 7.1 City Easements.** Developer shall have the right, upon application and issuance of a license or permit from the City (or other applicable governmental jurisdiction, subject to their approval), to enter and remain upon and cross over any City-held (or other applicable governmental jurisdiction, if they approve) easements or rights-of-way, to the extent reasonably necessary to facilitate Infrastructure Systems construction, or to perform necessary maintenance or repairs of such Infrastructure Systems subject to:
- 7.1.1 No Adverse Effect.** Developer’s use of such license or permit in a manner that will not impede or adversely affect the City’s (or other applicable governmental jurisdiction’s) use and enjoyment thereof, and
- 7.1.2 Restoration.** Developer shall substantially restore such easements and rights-of-way to their condition prior to the Developer’s entry upon and completion of such Infrastructure Systems construction, repair or maintenance.
- 7.2 City Cooperation.** City, as is necessary for the Developer to construct and install Infrastructure Systems, shall cooperate as is reasonably necessary and as the City is legally able, in compliance with City’s approval of the applicable Infrastructure Systems plan, as follows:
- 7.2.1 Unnecessary Easements.** Abandon any unnecessary City public rights-of-way or easements currently located on the Subject Real Property and not otherwise used or required by the City.
- 7.3 Operations During Construction.** Owner’s and Developer’s mineral and/or royalty rights on minerals located on or under the Subject Real Property are reserved and the Developer, may as reasonably needed, conduct mining (for purposes of on-site material usage), blasting and batch plant operations on site during each developing phase of the Project in accordance with the procedures of Kuna City Code and this Agreement.
- 7.3.1 Review of Construction Operations.** The location of construction operations shall be subject to reasonable review and approval by the appropriate governmental agencies that have jurisdiction over such operations.

SECTION 8
ADDITIONAL PROPERTY

- 8.1 Additional Property.** In the event the Developer acquires any real property within the Additional Property (the “**Acquired Additional Property**”) and desires to subject such Acquired Additional Property to the benefits and obligations of this Agreement,

Developer may request that the City annex the Acquired Additional Property into the corporate boundaries of the City (if such Acquired Additional Property is not already within City limits) and may seek amendment of this Agreement to include such Acquired Additional Property.

- 8.2 Revised Master Plan.** Upon such request, the City shall process the annexation of the Acquired Additional Property, after payment of the City Fees for annexation, zoning, PUD and any other relevant fees, in accordance with the requirements of the City and the state of Idaho. Any such request by the Developer must include a revision of the Master Plan and Infrastructure Master Plans which are consistent with and a continuation of the Master Plan and the City approved Infrastructure Master Plans for the Subject Real Property.
- 8.3 Amendment to Agreement.** In connection with annexation of any such Acquired Additional Property, the amendment to this Agreement shall reflect either the then-existing residential density and/or commercial uses and intensities of such Acquired Additional Property, or, if requested by the Developer, additional residential density and/or commercial uses and intensities consistent with any zoning or plan approvals for the Acquired Additional Property.
- 8.4 Increased Density.** The annexation of the Acquired Additional Property may increase the Maximum Density (including that of the Acquired Additional Property) and alter other development parameters in connection with the Subject Real Property by the number of dwelling units and commercial acreage allowed in connection with the Acquired Additional Property.
- 8.5 Alternative Plans.** An amendment to this Agreement in connection with the annexation of Acquired 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 XXXXX to the Acquired Additional Property in accordance with the revised proposed Master Plan.

SECTION 9 TERM

- 9.1 Term.** The Term of this Agreement shall commence on the Effective Date and shall automatically terminate on the 20th anniversary of the Effective Date.
- 9.1.1 Additional Property.** The annexation of any Additional Property shall not extend the Term of this Agreement unless the Agreement is amended to extend the Term.

9.1.2 Automatic Extension. If more than 75% of the residential units or acres within the Master Plan have been built by the 30th Anniversary of the Effective Date, this Agreement shall automatically extend, without necessary notice, agreement, or recording by or between the Parties, by an additional ten (10) years, for a total of forty (40) years, at which time this Agreement shall automatically terminate as to the Project.

9.1.3 Partial Termination upon Dedication and Acceptance by Public Agency. Upon completion of Developed Phases of the Project, which include dedications and or conveyance to and acceptance by the City, ACHD or any other public agency, the Developer may then submit to the City an Application for Partial Termination of provisions of this Agreement (“**Application for Partial Termination**”) as they apply to certain legally described real property within a Developed phases of the Project dedicated, conveyed and accepted by the City, ACHD or by any other public agency.

9.1.3.1 City Council shall grant an Application for Partial Termination of some of the relevant provisions of this Agreement, only when a phase of the Project has been completely developed and the Developer shall specifically identify the provisions of the Agreement to be terminated in this regard and the real property to which it applies. Notwithstanding the foregoing, any such Partial Termination shall not have any effect on the obligations of the City or the Developer with respect to the any Reimbursement Agreements or obligations of the City to reimburse any fee or costs to the Developer in accordance with this Agreement.

9.1.3.2 A completed Developer Application for Partial Termination shall be reviewed by the Planning and Zoning Director, Public Works Director and the Parks and Recreation Director for approval by the City Council.

9.1.3.3 A City Council approved Developer Application for Partial Termination shall be by an order which shall specify:

- The legal description of the portion of the Subject Real Property to which it applies; and
- The provisions of the Agreement which are terminated.

9.1.3.4 City Clerk shall certify and acknowledge a copy of the order and provide the same to the Developer for purposes of recording the same with the Ada County Recorder’s Office.

**SECTION 10
AGREEMENT MODIFICATIONS**

- 10.1 Effect of New Laws.** In the event State or federal laws or regulations are enacted and/or there is a decision issued by a court of competent jurisdiction which prevents or precludes a Party's compliance with one or more provisions of this Agreement (individually or collectively, "New Law"), the provisions, in whole or in part, as applicable, of this Agreement shall be modified or suspended as may be necessary to comply with such New Law.
- 10.1.1 Reasonable Action.** During the time that the Parties are conferring on such modification or suspension of this Agreement or challenge to the New Law, the Parties may take reasonable action to comply with such New Law.
- 10.1.2 Declaration.** Should the Parties be unable to agree to a modification or suspension of this Agreement, either may petition a court of competent jurisdiction for an appropriate declaratory judgment for modification or suspension of this Agreement.
- 10.1.3 Ability to Challenge.** Developer and the City each or together shall have the right to challenge the New Law which prevents their compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.
- 10.2 Technical Amendments.** Technical amendments of this Agreement may be necessary or appropriate from time to time limited to and in accordance with the following:
- 10.2.1 Minor Alteration.** Technical amendments are those which only involve minor alteration to the Master Plan such as circulation, Parcel or Village area boundaries, Green Space and Public Green Space boundaries, pathway or trail alignments, etc.; and/or reallocation of residential density between Parcels or XXXXX so long as the Maximum Density allowed per this Agreement is not exceeded.
- 10.2.2 In Writing.** Technical amendments must be in writing and may be approved by the City Council upon recommendation of the Zoning Administrator, Public Works Director and the Parks and Recreation Director without prior or further review by the Planning & Zoning Commission or other public hearings unless such review and public hearings are required by law or by the provisions of any permit issued for the development of any phase of the Project.
- 10.2.3 May Be Recorded.** At the election of Developer, such technical amendments may be recorded through a memorandum so as to show of record on the Subject Real Property.

10.2.4 Diligence. The Parties will diligently pursue efforts to process any proposed technical amendments to this Agreement.

10.3 Limited Termination Amendments. Any amendment to this Agreement involving a limited termination of the Agreement is governed under Section 9.1.2.

SECTION 11 ZONING AND PUD STANDARDS

11.1 Applicable to Subject Real Property. Zoning Ordinance, which includes PUD Standards, as they exist on the Effective Date, shall apply to the Subject Real Property for the Term of this Agreement except as modified by those PUD Modifications shown on *Exhibit E*.

11.2 Not Applicable to Additional Property. This Section does not apply to the Additional Property.

SECTION 12 VESTED RIGHTS

12.1 Vested Rights. Upon the Effective Date, the Developer/Owner shall have vested rights to develop and use the Subject Real Property consistent with this Agreement.

12.2 Consideration. The determinations of the City memorialized in this Agreement, together with the assurances provided to the Developer in this Agreement, including this Section, are bargained for and is a consideration for the undertakings of the Developer as set forth herein and contemplated by this Agreement, and are intended to be and have been relied upon by the Developer.

SECTION 13 INFRASTRUCTURE SYSTEMS OWNERSHIP AND MAINTENANCE

13.1 Ownership. The Infrastructure Systems, provided for in this Agreement, upon their construction, installation, approval and acceptance shall be owned and maintained as follows:

13.1.1 By ACHD:

- Public Streets; and
- Drainage associated with Public Streets.

13.1.2 By City:

- Wells and Offsite Water Lines, and
- Developer Water System Improvements; and
- Developer Sewerage System Improvements; and
- As designated in the Drainage Infrastructure Master Plan, Developer Drainage System Improvements accepted and approved by the City; and
- Public Parks.

13.1.3 By Developer and/or Owners' Association:

- Private Roads; and
- Drainage associated with Private Roads; and
- Developer Pressure Irrigation System Improvements; and
- Green Spaces; and
- Public Green Spaces.

13.2 Owners Associations. Developer, in the process of each Developed phase of the Project, shall create, establish, staff and register with the Secretary of State of the state of Idaho a legal entity under Idaho Law ("**Owners' Association**") and prepare and record with the Ada County Recorder's office appropriate CC&Rs which are consistent with the approved Master Plans.

13.2.1 Binding on Owners. The CC&Rs, for each Developed phase of the Project, shall bind all present and future owners of real property within each Developed phase of the Project in order to provide for the perpetual support and maintenance of each of the common improvements within the Developed phase as provided in this Agreement.

13.2.2 Quality Control. Each Owners' Association shall establish and perform quality control, maintenance and operation throughout their Developed phase of the Project during development and during maturing of the Developed phase of the Project and continuing in perpetuity.

13.2.3 Developer Discretion. 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 so long as the same is consistent with the provisions of this Agreement.

**SECTION 14
DEFAULT**

14.1 Enforcement of Terms and Conditions of the Agreement. The enforcement of the terms and conditions of this Agreement and any permits issued by the City pursuant to this Agreement are as follows:

- 14.1.1 Default.** The failure of the Developer, Owner, Owners' Association, or the failure of the City to comply or perform, in accordance with the terms and conditions of this Agreement or the terms and conditions of any permit issued by the City, pursuant to this Agreement, shall be a default of this Agreement and processed as follows:
- 14.1.2 City Default Claims.** A claim of default by the City may be made against the Developer, Owner, Owners' Association by the City's Director of Public Works, Zoning Administrator or Parks and Recreation Director, ("**City Director**"), depending upon the default.
- 14.1.3 Developer, Owner or Owners' Association Default Claims:** A claim of default may be made by the Developer, Owner, Owners' Association against the City, depending upon the default.
- 14.1.4 Claimant and Accused.** For purposes of this Section of the Agreement, a claim of default is made by a ("**Claimant**") against an ("**Accused**").
- 14.1.5 Default Written Notice of Intent.** The Claimant shall serve the Accused with a Default Written Notice of Intent ("**Notice of Intent**").
- 14.1.5.1** The written Notice of Intent shall include the matters and facts which form the basis for the notice and a stated reasonable time within which the Accused is to correct and remedy the default. Such reasonable time frame shall depend upon the exigencies surrounding the matters and facts set forth in said Notice.
- 14.1.5.2** The written Notice of Intent shall state the factual and legal reasons for the claim of default, the actions to be taken by the Accused to cure the claim of default and a demand that the Accused respond in writing, within a reasonable stated time, as to whether or not the Accused consents to comply with the Notice of Intent or denies the claim of default.
- 14.1.5.3** The Accused shall have a minimum of thirty (30) days to remedy any default. If the default is such that more than thirty (30) days would reasonably be required to cure default, then the Accused shall have such additional time as may be necessary to perform or comply so long as the Accused commences performance within such thirty (30) day period and diligently proceeds to complete such performance and timely cures any exigent circumstance of the claim of default that affects public health and safety.
- 14.1.5.4** The Notice of Intent shall be served as follows upon:

- *Developer:* by U.S. Mail to the address herein designated by Developer; and
- *Owners' Association:* by U.S. Mail to the address of its registered agent; and
- *Real Property Owner:* By U.S. Mail at their address as listed by the Ada County Assessor's office; and
- *City:* by U.S. Mail to the address herein designated by the City.

14.1.6 Notice to Show Cause. In the event the Accused fails to correct and remedy a default or noncompliance, within the reasonable time designated in the Notice of Intent, to the satisfaction of the Claimant, the Claimant shall then request the City Council [or the Planning & Zoning Commission only in the event the Commission has original jurisdiction by reason of a permit which is at issue in the matter] or otherwise request the City Council to proceed to set a hearing and provide written notice of the hearing to show cause to the Accused of the request to take action as identified in the Notice of Intent and to enforce the terms of this Agreement.

14.1.6.1 The written notice of the hearing to show cause shall be served upon the Claimant and the Accused at least twenty-eight (28) days in advance of the hearing.

14.1.6.2 At the hearing to show cause, the Accused may present evidence as to why it or they are not in default.

14.1.6.3 Following any presentation of evidence by the Accused and any rebuttal by the Claimant and any other interested persons, the Planning & Zoning Commission and/or the City Council, as the case may be, shall determine the matter and issue Findings of Fact, Conclusions of Law and an Order of Decision in accordance with the evidence presented at the Show Cause hearing.

14.1.6.4 Any determination made by the Planning & Zoning Commission may be appealed to the City Council. A notice of appeal must be filed within fourteen (14) days of the final decision of the Planning & Zoning Commission.

14.1.6.5 The Findings of Fact, Conclusions of Law and Order of Decision issued by the City Council shall be the final administrative remedy of any claim of default under this Agreement and the Parties may thereafter seek legal action in a court of competent jurisdiction for any legal or equitable remedy, including, without limitation, declaratory

relief and or specific performance of this Agreement as the case may be, but the Parties shall not be entitled to consequential damages in any such action.

- 14.1.7 Prevailing Party.** In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

SECTION 15 MORTGAGES

- 15.1 Senior to Mortgage.** This Agreement shall be superior and senior to any Mortgage of the interests of the Developer or property owner of any real property within the Subject Real Property of record recorded subsequent to this Agreement.

15.1.1 No Impairment. No default of this Agreement by the Developer or property owner shall invalidate or impair a Mortgage made in good faith and for value; and

15.1.2 Subject to Agreement. Any acquisition or acceptance of title or any right or interest in or with respect to the Subject Real Property, or any portion thereof, by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, except that the same shall be subject to all of the terms and conditions contained in this Agreement.

- 15.2 No Mortgage Obligation.** No mortgagee shall have an obligation or duty under this Agreement to perform the Developer's obligations or other affirmative covenants of the Developer hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by the Developer is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

SECTION 16 SHARED LEGAL DEFENSE OF THIS AGREEMENT

- 16.1 Shared Agreement Legal Defense Costs.** In the event that any legal or equitable action or other proceeding is instituted by a third-party challenging the validity of any provision of this Agreement, the Parties will cooperate in defense of such action or proceeding. The City and the 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 legal counsel, or each Party may select its own legal counsel at each Party's expense. All

other costs of such defense(s) shall be shared equally by the Parties. Each Party retains the right to pursue its own independent legal defense.

**SECTION 17
NOTICES AND FILINGS**

17.1 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, ID 83634

With a copy to:

William F. Gigray, III
WHITE PETERSON
5700 E. Franklin Rd., Suite 200
Nampa, ID 83687

Developer:

[Providence Properties, LLC](#)
[701 S. Allen St, #104](#)
[Meridian, ID 83642](#)

With a copy to:

Owner:

[Providence Properties, LLC](#)
[701 S. Allen St, #104](#)
[Meridian, ID 83642](#)

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

- 17.2 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.

**SECTION 18
DEVELOPER ASSIGNMENT OF AGREEMENT RIGHTS**

- 18.1 Developer Assignment:** The assignment of any of the Developer's rights and obligations of this Agreement shall in accordance with the following:

- 18.1.1 Complete Assignment of Developer's rights.** A total assignment of the Developer's rights and obligations under this Agreement in connection with all undeveloped portions of the Subject Real Property shall be assigned upon written consent of the City Council which shall not be unreasonably withheld, conditioned or delayed subject only to the following conditions:

18.1.1.1 Prior written notice from the Developer to the City Council together with the identification of the proposed assignee together with the proposed assignee's written affirmation of their intentions and ability to perform the conditions of this Agreement; and

18.1.1.2 Developer is not in default of this Agreement or the Assignee tenders to the City a guarantee of the Assignee's performance of the Developer's default upon assignment; and

18.1.1.3 The total assignment by the Developer shall be by a written instrument including the acceptance of the assignee to the terms and conditions of this Agreement, and the City Council's written consent and shall then be recorded in the official records of Ada County, Idaho, expressly assigning such rights and obligations.

18.1.1.4 In the event of such total assignment of the Developer's rights and obligations hereunder, the Developer's liability under this Agreement shall then terminate.

- 18.1.2 Successors and Assigns.** Notwithstanding any other provisions of this Agreement, the Developer may assign all or part of the Developer's rights and duties under this Agreement as collateral to any financial institution from which the Developer has borrowed funds for use in developing the Property. Such an assignment shall not relieve the Developer from any obligations of this Agreement.

**SECTION 19
MISCELLANEOUS**

- 19.1 Agreement runs with the Subject Real Property.** The burdens of this Agreement are binding upon, and the benefits inure to, all successors in interest of the Parties to this Agreement and constitute covenants that run with the Subject Real Property. Each commitment and restriction of this Agreement on the Subject Real Property shall be a burden on the Subject Real Property and shall be appurtenant to and for the benefit of the Subject Real Property and shall run with the land.
- 19.1.1** This Agreement shall be binding on the Developer and the Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that the purchasers, from the Owner and/or Developer, of individual lots within Developed phases of the Project are not subject to the obligations arising under this Agreement except for any obligations of the Owners' Association to which they are a member.
- 19.2 Choice of Law.** This Agreement shall be construed in accordance with the laws of the state of Idaho in effect on the Effective Date. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.
- 19.3 Construction.** All Parties hereto have either been represented by separate legal counsel or have had the opportunity to be so represented. Thus, in all cases, the language herein shall be constructed simply in 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.
- 19.4 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single document so that the signatures of all Parties may be physically attached to a single document.
- 19.5 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, except for any permits and or approvals issued pursuant to this Agreement, pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No modification or amendment to this Agreement of any kind whatsoever shall be made or claimed by 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.

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

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

19.8 Good Standing; Authority. Each of the Parties represents to the other as follows:

19.8.1 Developer. Developer represents that it is an ~~XXXXXX~~ Idaho limited liability company duly qualified to do business in Idaho; and

19.8.2 City. City represents that it is an Idaho municipal corporation in the state of Idaho; and

19.8.3 Owner. Owner represents that it is an Idaho limited liability company.

19.8.4 Authority. Each Party represents to the other that 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.

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

19.10 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 the Developer in connection with the Property and the Project; provided, however, that in connection with any conveyance of portions of the Subject Real Property to the City, such rights pertaining to the portions of the Subject Real Property so conveyed shall be assigned to the City to the extent that such rights are assignable.

19.11 No Developer Preliminary Representations. Nothing contained herein shall be deemed to initially obligate the Developer to complete any part or all of the development of the Project within a specific time line, phasing schedule or other schedules, or any other plan, and this Agreement shall not be deemed a representation unless required as a condition of any permit issued pursuant to this Agreement or required by any Master Plan approved by the City pursuant to this Agreement.

19.12 No Partnership; Third-Parties. It is hereby specifically understood, acknowledged and agreed that neither the City nor the 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 the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third-party, person, firm, organization or legal entity not a Party hereto, and no such other third-party, person, firm, organization or legal entity shall have any right to cause of action hereunder.

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

19.14 Recordation. After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho by the City.

19.15 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

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

19.17 Waiver. No delay in exercising any right or remedy shall constitute a waiver by either Party thereof, and no waiver by the City or the 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.

[signatures on following page]

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

CITY:

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

By: _____
XXXXXXX, Mayor

Attest:

By: _____
Chris Engels, City Clerk

CITY ATTORNEY APPROVAL AS TO FORM AND AUTHORITY

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

Wm. F. Gigray, III, City Attorney

DEVELOPER:

Providence Properties, LLC
limited liability company

By: ~~The _____ Companies,~~ Providence L.L.C.,

By: _____
Mitchell S. Armuth

OWNER:

Providence Properties L.L.C., an Idaho limited liability company

By: _____
Mitchell S. Armuth

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 **MAYOR**, 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.

[seal]

Notary Public for Idaho
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 _____, Manager of The XXXXXXXX, L.L.C., an XXXX limited liability company, the Sole Member of XXXX, L.L.C., an XXXX limited liability company, an XXXXX 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.

[seal]

Notary Public for _____
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 _____, known or identified to me to be the Manager of XXXXX, 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.

[seal]

Notary Public for Idaho
My Commission expires: _____

EXHIBIT A
Annexation Ordinance

EXHIBIT B
"As Needed"

EXHIBIT B

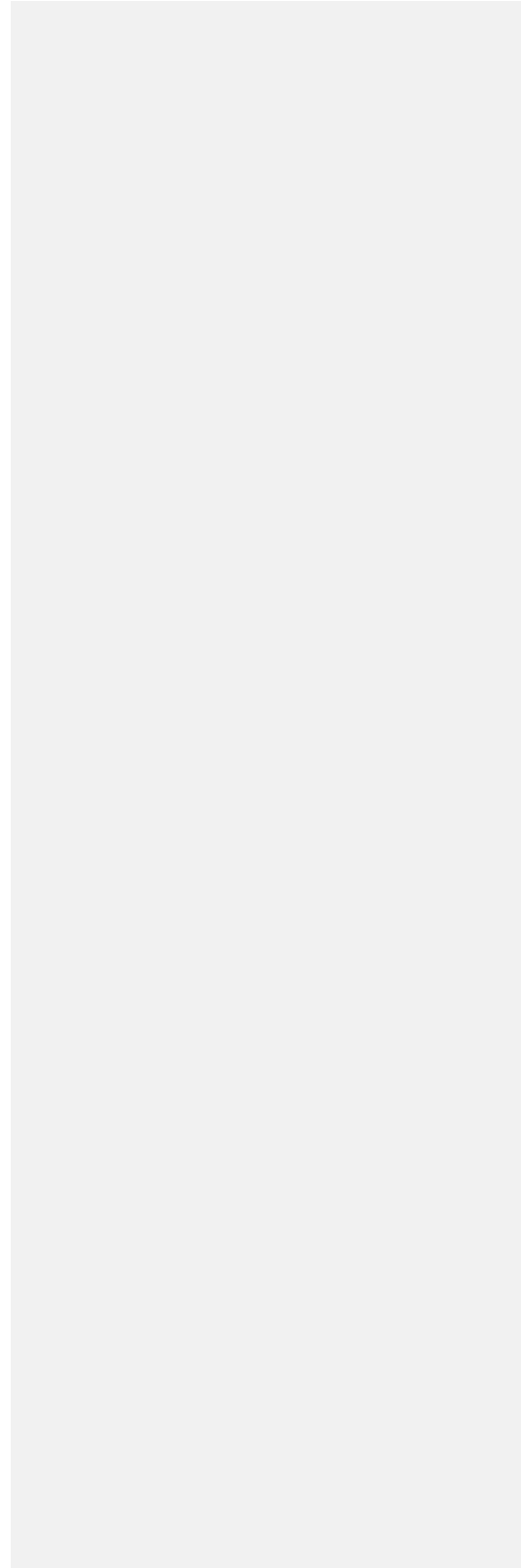


EXHIBIT C
"As Needed"

EXHIBIT C

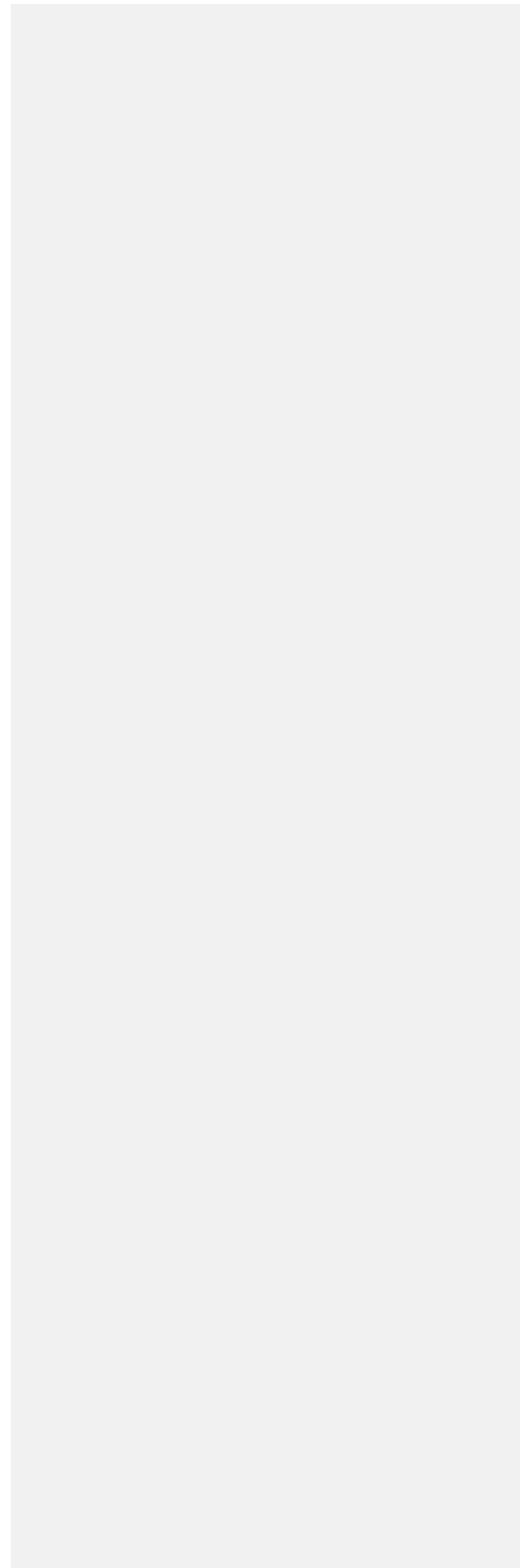


EXHIBIT E
PUD Modification

EXHIBIT F
Subject Real Property Legal Description

EXHIBIT G
Public Parks & Trails Plan

EXHIBIT G

