



Planning & Zoning Application Coversheet

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



Office Use Only

File No.(s): 21-02-S, 21-04-AN, 21-10-DR

Project Name: Sadie Creek South

Date Received: 05.11.2021 - On hold; Has decided to move forward as of 08.19.2022

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 checked="" 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 type="checkbox"/>	Planned Unit Development
<input checked="" type="checkbox"/>	Preliminary Plat	<input 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: Corey Barton

Address: 1977 East Overland Road

Meridian, Idaho 83642

Phone: _____ Email: _____

Applicant (Developer) Information

Name: Challenger Development, Inc.

Address: 1977 East Overland Road

Meridian, Idaho 83642

Phone: _____ Email: _____

Engineer/Representative Information

Name: Stephanie Hopkins - KM Engineering, LLP.

Address: 5725 North Discovery Way

Boise, Idaho 83713

Phone: 208.639.6939 Email: shopkins@kmengllp.com

Subject Property Information

Site Address: S Luker Road

Nearest Major Cross Streets: North of King Road, East of S Luker Road, West of S Kuna-Meridian Road

Parcel No.(s): S1325438400

Section, Township, Range: Section 25, T2N., R1W.

Property Size: +/- 31 acres

Current Land Use: Undeveloped/agricultural Proposed Land Use: Single-family residential subdivision

Current Zoning: RUT Proposed Zoning: R-8

Project Description

Project Name: Sadie Creek South Subdivision

General Description of Project: Annexation into the City of Kuna with the R-8 zoning district along with a preliminary plat and design review applications to accommodate the future development of a single-family residential subdivision.

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: Internal sidewalks, central open space areas, open space comprises approximately 2.77 acres of the site

Residential Project Summary (If Applicable)

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

Will any existing buildings remain? YES NO No. of Residential Units: 170 No. of Building Lots: 170

No. of Common Lots: 20 No. of Other Lots: 2

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

Single-Family Townhomes Duplexes Multi-Family

Other: _____

Minimum square footage of structure(s): TBD

Gross Density (Dwelling Units ÷ Total Acreage): 5.24 du/acre

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 7.67 du/acre

Percentage of Open Space provided: 8.54% Acreage of Open Space: 2.77

Type of Open Space provided (i.e. public, common, landscaping): Common open space, landscaping buffers

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

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

Building height: _____ Hours of Operation: _____

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

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

Proposed Parking:

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

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

Applicant Signature: Stephanie Hopkins Date: 4.25.2021



Annexation Application

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Annexation 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 online in Kuna City Code 5-1A-8.

****Office Use Only****

Case No(s): 21-02-S, 21-04-AN, 21-10-DR

Project Name: Sadie Creek South

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

Date Received: 05.11.2021- On hold; Moving forward as of 08.19.2022

Date Accepted as Complete: _____

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

- Complete Planning & Zoning Application Coversheet.
- Complete Annexation 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, serviceability, amenities, and how the project complies with the requirements found within Kuna City Code 5-13 and Idaho Code §50-222.
- Legal Description of Annexation 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.
- 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.
- 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).



Preliminary Plat Application

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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): 21-02-S, 21-04-AN, 21-10-DR

Project Name: Sadie Creek South

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

Date Received: 05.11.2021- On hold; Moving forward as of 08.19.2022

Date Accepted as Complete: _____

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

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

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

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

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

Information to Note:

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

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



DESIGN REVIEW APPLICATION

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Case No(s): 21-02-S, 21-04-AN, 21-10-DR

Project Name: Sadie Creek South

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

Date Received: 05.11.2021 - On hold Moving forward as of 08.19.2022

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:

- 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: _____

Address: _____

Phone: _____ Email: _____

Applicant Information

Name: _____

Address: _____

Phone: _____ Email: _____

Engineer/Representative

Name: _____

Address: _____

Phone: _____ Email: _____

Property Information

Address: _____

Parcel No(s): _____

Closest Major Cross Streets: _____

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: _____

2. Dimension of property: _____

3. Current land use(s): _____

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

North: _____ South: _____

East: _____ West: _____

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

6. Number and use(s) of all structures: _____

7. Building Height: _____

8. Number of Stories: _____

(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:

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? _____

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: _____

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: _____

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 5-3-32 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: Stephanie Hopkins Date: 4.28.2021

Additional Information

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

April 27, 2021
Project No.: 20-169

Mr. Doug Hanson
Planning & Zoning Department
City of Kuna
751 West 4th Street
Kuna, ID 83634

**RE: Sadie Creek South – Kuna, ID
Annexation, Preliminary Plat and Design Review Applications**

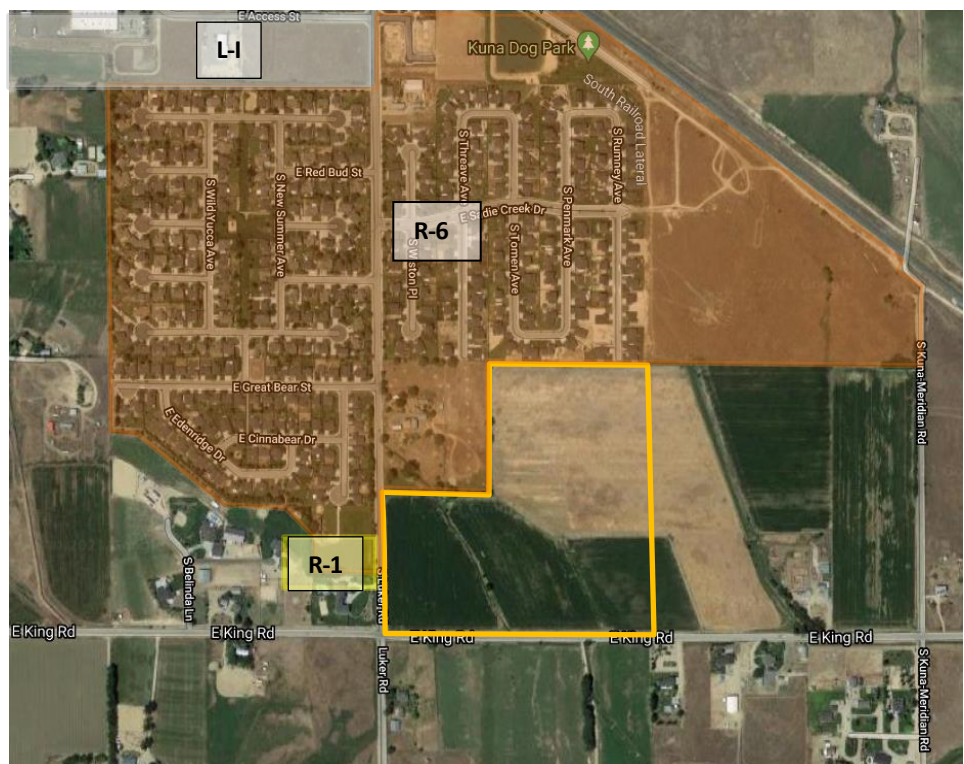
Dear Mr. Hanson:

On behalf of Challenger Development and/or its assigns, we are pleased to submit the attached application and required supplements for annexation and zoning, preliminary plat and design review of the Sadie Creek South Subdivision.

Site Information and Background

The subject property is approximately 32 acres identified as parcel number S1325438400 and is located at the northeast corner of Luker and King Roads in Kuna, Idaho. The site is currently zoned RUT in Ada County and is contiguous to Kuna City limits on the north and west boundaries of the property.

We are requesting to annex the property into the City of Kuna with the R-8 zoning designation to accommodate future development of a single-family subdivision. The requested zoning and proposed preliminary plat is consistent with the comprehensive plan designation of Medium Density Residential and is compatible with other residential developments in the area, as further discussed herein. We are also requesting design review approval for the enclosed landscape plan.



Access & Roadways

Primary access for this project is proposed via roadway connections to Luker Road to the west and King Road to the south. The project will tie into the Red Cloud Subdivision to the northwest and Sadie Creek Subdivision directly to the north.

Two common driveways are proposed to serve as access for six residences as shown on the preliminary plat. Situating homes in this manner allows for efficient use of land and yields a more usable building footprint to accommodate the majority of desired home layouts for prospective residents.

Public Utilities

We have conducted meetings with Kuna's Public Works Department to understand sewer, water and pressure irrigation facilities, all of which are available for connection with development of this site. As the project progresses, we will work with the remaining public utilities to ensure that adequate services are provided. Sewer will be extended through the approved Red Cloud Subdivision to the northwest of the subject site.

Design Review

Included with this submittal package is the design review application for common area landscaping within the Sadie Creek South subdivision. There are no existing trees onsite, so mitigation will not be required. The new landscaping will consist of a combination of trees, shrubs, and other landscape materials, which are detailed on the attached landscape plans.

Conclusion

With the proposals discussed herein, we feel that the new Sadie Creek South project complements the City's vision for growth by providing a variety of additional housing opportunities for this area. We look forward to working with staff to accomplish this great addition to the City of Kuna.

Should you have questions or require further information in order to process these applications, please feel free to contact me.

Sincerely,
KM Engineering, LLP



Stephanie Hopkins
Land Planner

cc: Challenger Development



Order Number: 19344741

Warranty Deed

For value received,

Robert G. Perry and Twyla Rae Perry, husband and wife

the grantor, does hereby grant, bargain, sell, and convey unto

Corey Barton, a married man as his sole and separate property

whose current address is 1977 W. Overland Road Meridian ID 83642

the grantee, the following described premises, in Ada County, Idaho, to wit:

The Southwest quarter of the Southeast quarter of Section 25, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

Except the following described property:

Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 25, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, bearing East 542 feet along the North boundary of the aforesaid Southwest quarter of the Southeast quarter; thence South 643 feet; thence West 542 feet to the West boundary of the aforesaid Southwest quarter of the Southeast quarter; thence North 643 feet along the West boundary of the aforesaid Southwest quarter of the Southeast quarter to the Point of Beginning.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not

Order Number: 19344741

Warranty Deed - Page 1 of 3

due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Dated: January 10, 2020

Robert G. Perry
Robert G. Perry

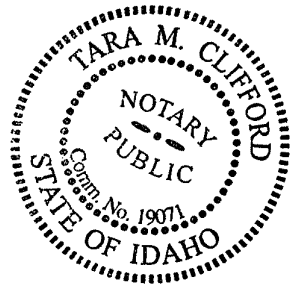
Twyla Rae Perry
Twyla Rae Perry

State of Idaho, County of ADA, ss.

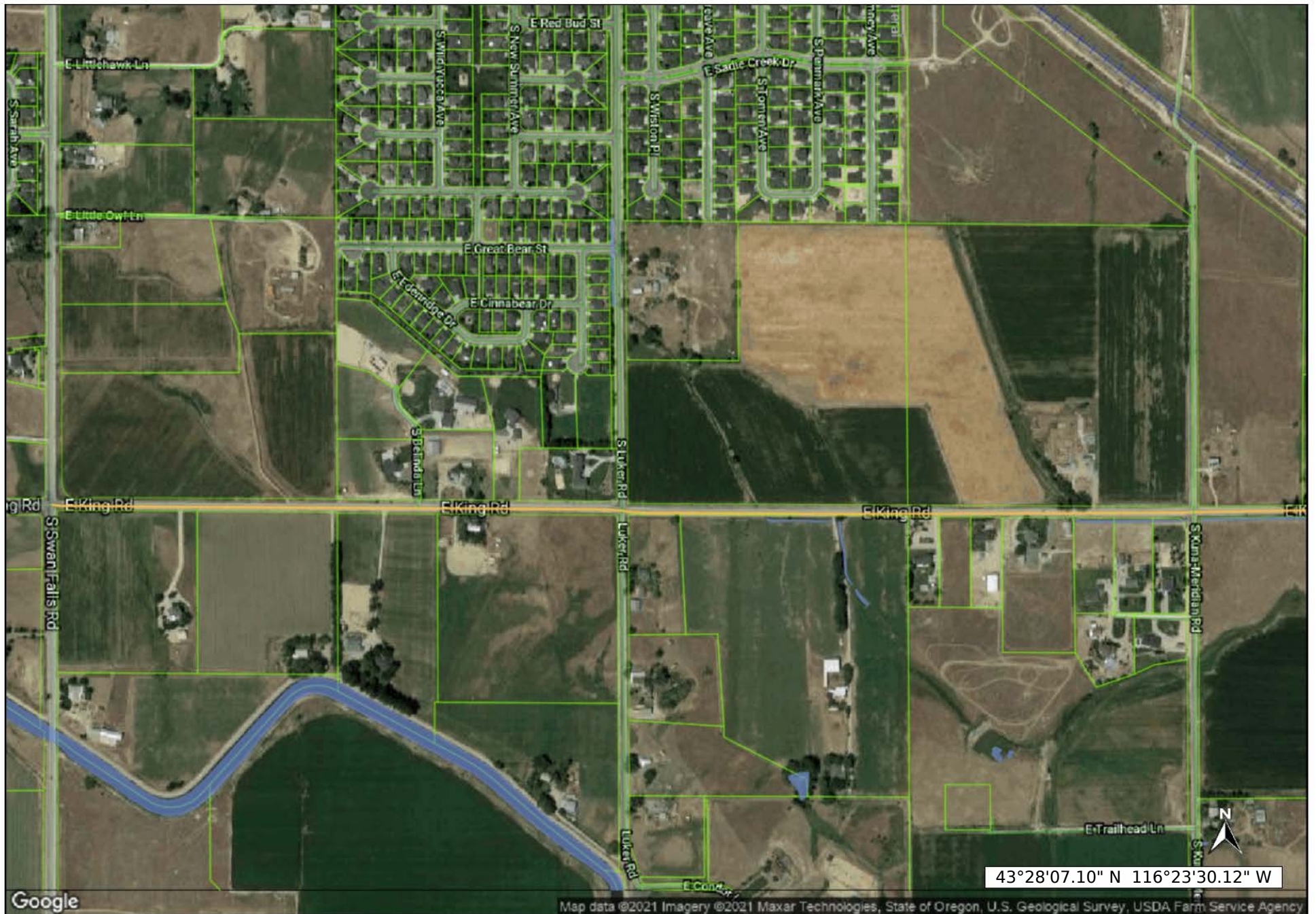
On this 10th day of Jan. in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert G. Perry and Twyla Rae Perry, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Tara M. Clifford
Notary Public

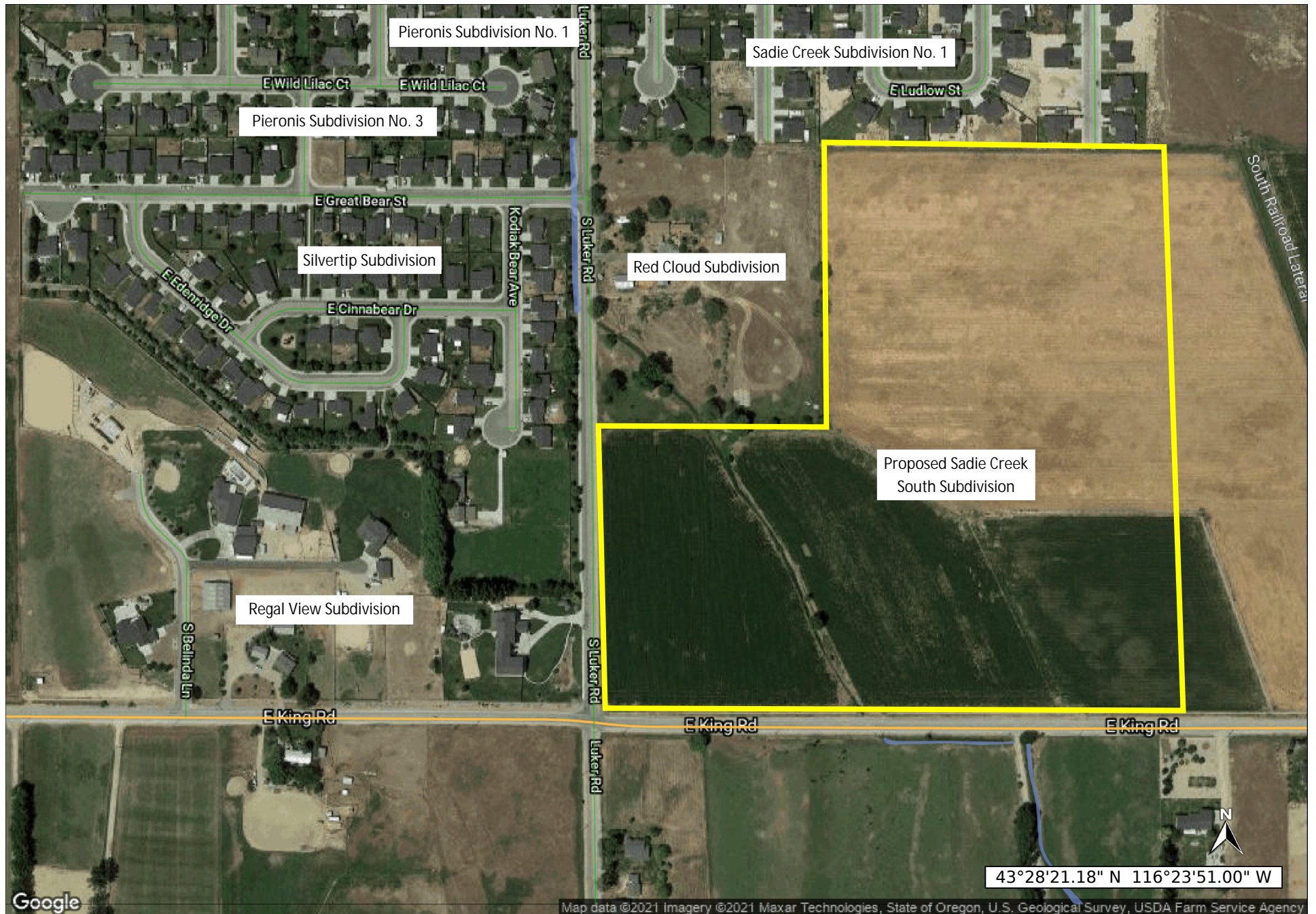
Residing In: **Expiration Date: 6/18/22**
My Commission Expires: **Resides in: Eagle, ID**
(seal)



Aerial Map



Vicinity Map



November 6, 2020
Project No.: 20-069
Sadie Creek South Subdivision

Exhibit A
Legal Description for Annexation

A portion of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

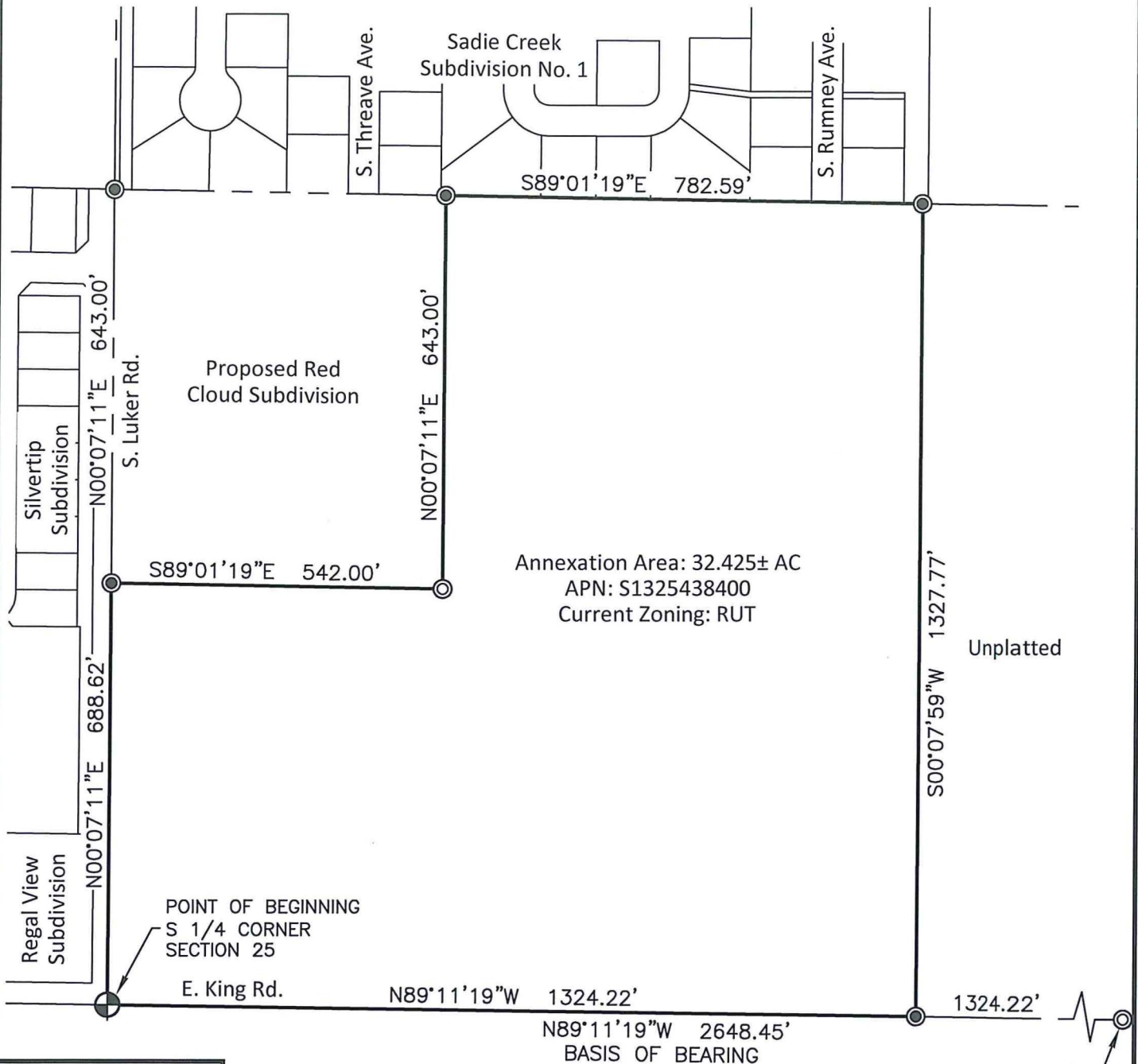
BEGINNING at a the south 1/4 corner of said Section 25 which bears N89°11'19"W a distance of 2,648.44 feet from the southeast corner of said Section 25;
Thence following the westerly line of said Southwest 1/4 of the Southeast 1/4, N00°07'11"E a distance of 688.62 feet;
Thence leaving said westerly line, S89°01'19"E a distance of 542.00 feet;
Thence N00°07'11"E a distance of 643.00 feet to the northerly line of said Southwest 1/4 of the Southeast 1/4;
Thence following said northerly line (also being the southerly subdivision boundary of Sadie Creek Subdivision No. 1, Book 100, Pages 12931-12935, records of Ada County, Idaho);
Thence following said northerly line (and said southerly subdivision boundary), S89°01'19"E a distance of 782.59 feet to the Southeast 1/16 corner of said Section 25;
Thence leaving said northerly line (and said southerly subdivision boundary) and following the easterly line of said Southwest 1/4 of the Southeast 1/4, S00°07'59"W a distance of 1,327.77 feet to the East 1/16 corner of said Section 25 (also being the East 1/16 corner of said 36);
Thence leaving said easterly line and following the southerly line of said Southwest 1/4 of the Southeast 1/4, N89°11'19"W a distance of 1,324.22 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 32.425, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



P:\20-069\CAD\SURVEY\EXHIBITS\20-069 ANNEXATION.DWG, AARON BALLARD, 11/6/2020, KYOCERA TASKALFA 4550CI KX.PC3, 08.5X11 P

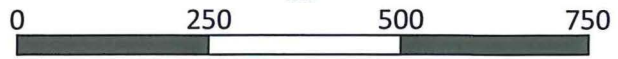


ENGINEERS . SURVEYORS . PLANNERS

9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

DATE: November 2020
PROJECT: 20-069

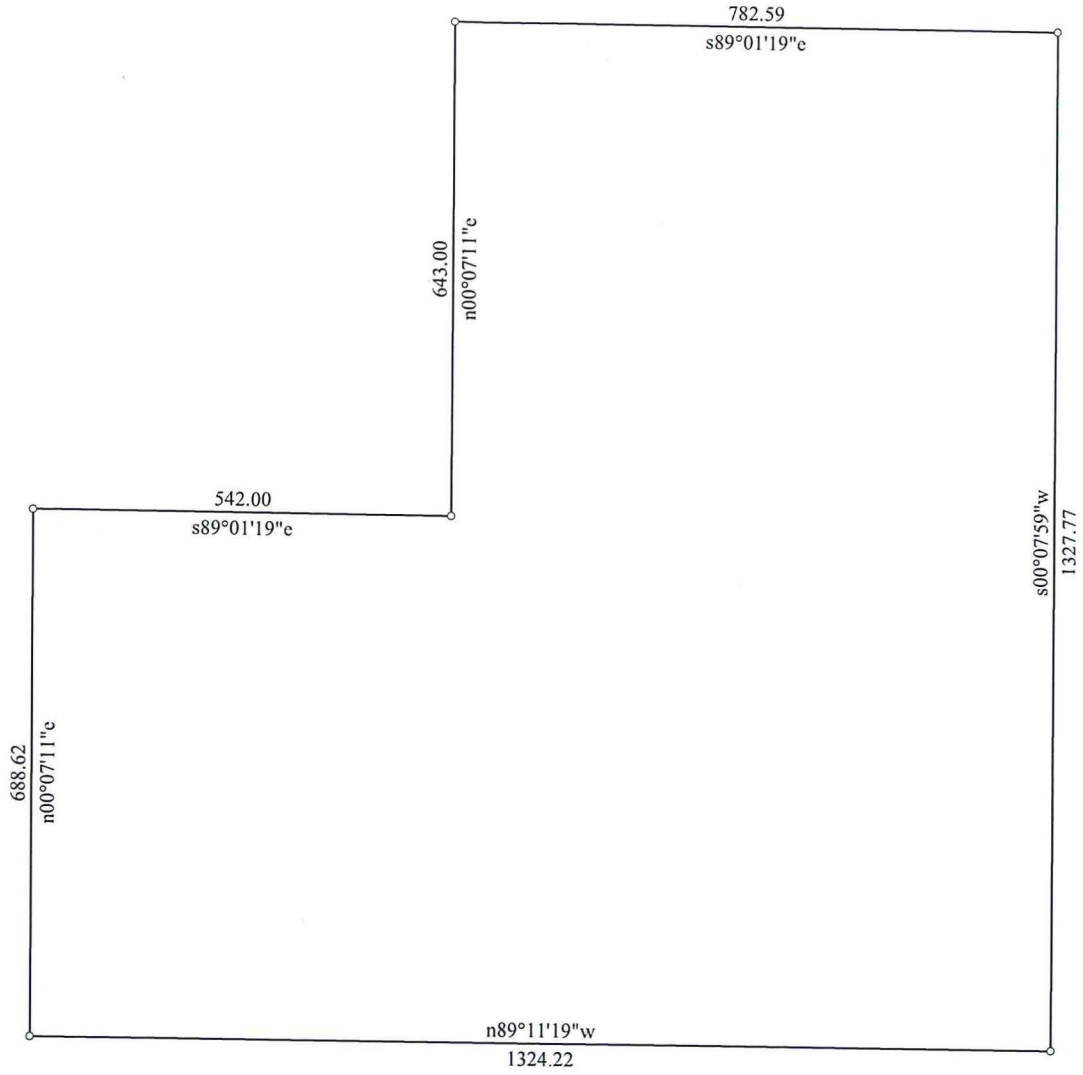
SHEET:
1 OF 1



Plan Scale: 1" = 250'

Exhibit B Annexation

Sadie Creek South Subdivision
SW 1/4 SE 1/4 Sec. 25, T2N., R1W., B.M., Ada County, Idaho



Title: Sadie Creek South Subdivision		Date: 11-06-2020
Scale: 1 inch = 250 feet	File:	
Tract 1: 32.425 Acres: 1412428 Sq Feet: Closure = n50.5958w 0.01 Feet: Precision =1/465826: Perimeter = 5308 Feet		
001=n00.0711e 688.62	004=s89.0119e 782.59	
002=s89.0119e 542.00	005=s00.0759w 1327.77	
003=n00.0711e 643.00	006=n89.1119w 1324.22	

November 6, 2020
Project No. 20-069

Sadie Creek South Subdivision

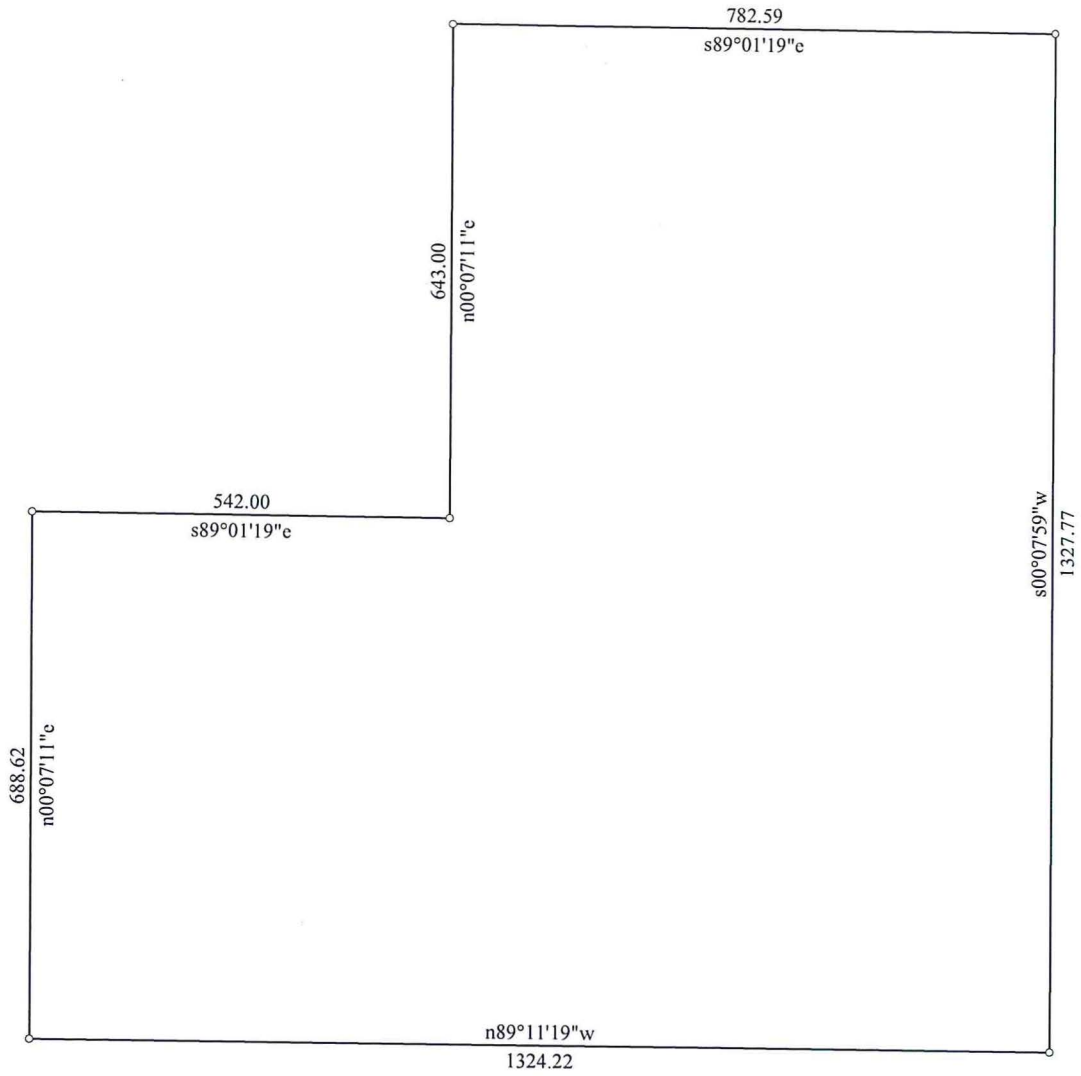
A portion of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

BEGINNING at the south 1/4 corner of said Section 25 which bears N89°11'19"W a distance of 2,648.44 feet from the southeast corner of said Section 25;
Thence following the westerly line of said Southwest 1/4 of the Southeast 1/4, N00°07'11"E a distance of 688.62 feet;
Thence leaving said westerly line, S89°01'19"E a distance of 542.00 feet;
Thence N00°07'11"E a distance of 643.00 feet to the northerly line of said Southwest 1/4 of the Southeast 1/4;
Thence following said northerly line (also being the southerly subdivision boundary of Sadie Creek Subdivision No. 1, Book 100, Pages 12931-12935, records of Ada County, Idaho);
Thence following said northerly line (and said southerly subdivision boundary), S89°01'19"E a distance of 782.59 feet to the Southeast 1/16 corner of said Section 25;
Thence leaving said northerly line (and said southerly subdivision boundary) and following the easterly line of said Southwest 1/4 of the Southeast 1/4, S00°07'59"W a distance of 1,327.77 feet to the East 1/16 corner of said Section 25 (also being the East 1/16 corner of said 36);
Thence leaving said easterly line and following the southerly line of said Southwest 1/4 of the Southeast 1/4, N89°11'19"W a distance of 1,324.22 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 32.425, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.



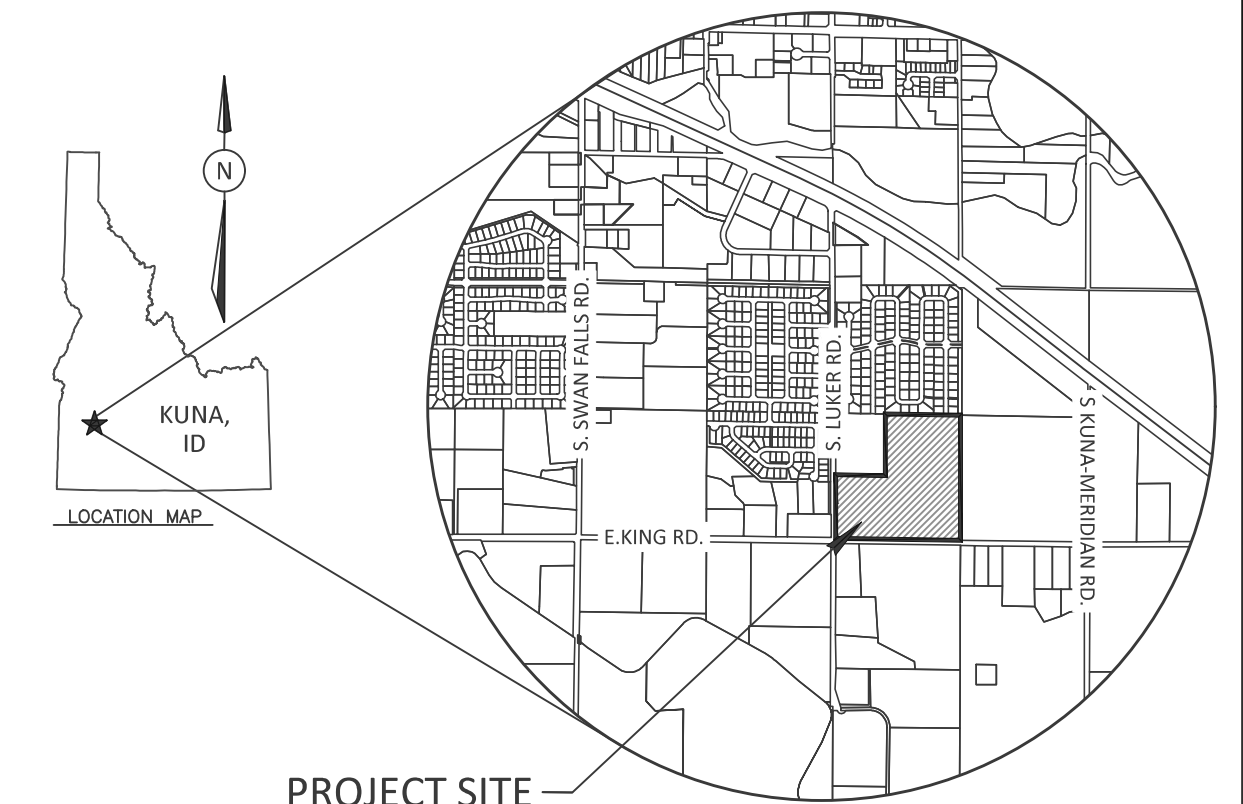
11.6.2020



Title: Sadie Creek South Subdivision		Date: 11-06-2020
Scale: 1 inch = 250 feet	File:	
Tract 1: 32.425 Acres: 1412428 Sq Feet: Closure = n50.5958w 0.01 Feet: Precision =1/465826: Perimeter = 5308 Feet		
001=n00.0711e 688.62	004=s89.0119e 782.59	
002=s89.0119e 542.00	005=s00.0759w 1327.77	
003=n00.0711e 643.00	006=n89.1119w 1324.22	

SADIE CREEK SOUTH SUBDIVISION PRELIMINARY PLAT

SITUATED IN A PORTION OF THE SW 1/4 OF THE SE 1/4 OF
SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST,
BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO
APRIL 2021



PROJECT SITE
VICINITY MAP
NO SCALE

PRELIMINARY PLAT DATA

SITE DATA	
CURRENT ZONING	RUT
PROPOSED ZONING	R-8
TOTAL AREA OF SITE	
AREA SINGLE-FAMILY RESIDENTIAL	19.28 ACRES
AREA COMMON ACCESS	0.11 ACRES
AREA COMMON OPEN SPACE	2.77 ACRES (8.54%)
AVERAGE LOT SIZE	0.11 ACRES
GROSS DENSITY	5.24 UNITS/ACRE
NET DENSITY	7.67 UNITS/ACRE
OVERALL LOT DATA	
TOTAL LOTS	192
TOTAL BUILDABLE LOTS	170
COMMON ACCESS LOTS	2
COMMON SPACE LOT	20
R-8 DIMENSIONAL STANDARDS	
MAXIMUM BUILDING HEIGHT	35'
MINIMUM FRONTAGE*	
RECOMMENDED	40'
PROVIDED (SINGLE FAMILY)	36'
FRONT YARD SETBACK (LOCAL)	20'
REAR SETBACK	15'
INTERIOR SIDE SETBACK	5'
STREET SIDE SETBACK	20'
MINIMUM LOT SIZE*	
REQUIRED	3,300 SF
PROVIDED (SINGLE FAMILY)	3,612 SF
AVERAGE RESIDENTIAL LOT	4,773 SF

* THE CITY ENCOURAGES CREATIVITY IN THE DESIGN OF ITS SUBDIVISIONS; THE PLANNING AND ZONING DIRECTOR MAY ALLOW THE REDUCTION OF THE STREET FRONTAGE AND MINIMUM LOT SIZE RECOMMENDATION AFTER REVIEWING THE ENTIRE SUBDIVISION PLAT, WHICH SHALL CONSIDER THE OVERALL LAYOUT OF STREETS AND LOTS.

UTILITIES	
WATER:	CITY OF KUNA
SEWER:	CITY OF KUNA
POWER:	IDAHO POWER
NATURAL GAS:	INTERMOUNTAIN GAS CO.
TELEPHONE:	CENTURY LINK
IRRIGATION:	BOISE-KUNA IRRIGATION DISTRICT/CITY
OF KUNA PI	
PRESSURIZED IRRIGATION:	CITY OF KUNA (KMID)
FIRE PROTECTION:	KUNA RURAL FIRE DISTRICT
POLICE PROTECTION:	KUNA POLICE (ADA COUNTY SHERIFF)
SANITATION:	J&M SANITATION
SCHOOL DISTRICT:	KUNA SCHOOL DISTRICT

SURVEY CONTROL NOTES

- ALL SURVEY DATA IS BASED ON THE NAD83 STATE PLANE COORDINATE SYSTEM (IDAHO WEST 1103) AND VERTICAL (NAVDS88) DATUM.

NOTES

- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF KUNA STANDARDS AND SPECIFICATIONS AND THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION).
- ALL EASEMENTS AND BUILDING SETBACKS SHALL CONFORM TO THE CITY OF KUNA ZONING ORDINANCE UNLESS OTHERWISE APPROVED.
- INTERNAL LOT LINES ARE CONCEPTUAL AND MAY CHANGE DURING FINAL PLATTING.
- STREET NAMES AS SHOWN ARE TEMPORARY AND SHALL BE NAMED ACCORDING TO CITY OF KUNA ZONING ORDINANCE PRIOR TO RECORDING OF FINAL PLAT.

CONTACT INFORMATION

OWNER	ENGINEERING CONSULTANT
COREY BARTON 1977 E. OVERLAND RD. MERIDIAN, IDAHO 83642	KM ENGINEERING, LLP 5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE: (208) 639-6939 FAX: (208) 639-6930 CONTACT: KEVIN MCCARTHY, P.E. MATTHEW DERR, P.E. EMAIL: kevin@kmengllp.com mderr@kmengllp.com

INDEX OF DRAWINGS

SHEET NUMBER	SHEET TITLE
PP1.0	COVER AND PRELIMINARY PLAT
PP2.0	PRELIMINARY ENGINEERING AND EXISTING CONDITIONS

LEGEND

	BOUNDARY LINE
	OFFSITE PROPERTY LINE
	EASEMENTS
	ROAD CENTERLINE
	SECTION LINE
	LOT LINE
	RIGHT OF WAY
	LOT NUMBER
	ZONING
	FOUND BRASS CAP
	FOUND 5/8-INCH REBAR
	COMMON AREA
	COMMON DRIVE
	ASPHALT
	CONCRETE



PRELIMINARY PLAT

0 80 160 240
Plan Scale: 1" = 80'

**SADIE CREEK SOUTH
PRELIMINARY PLAT**

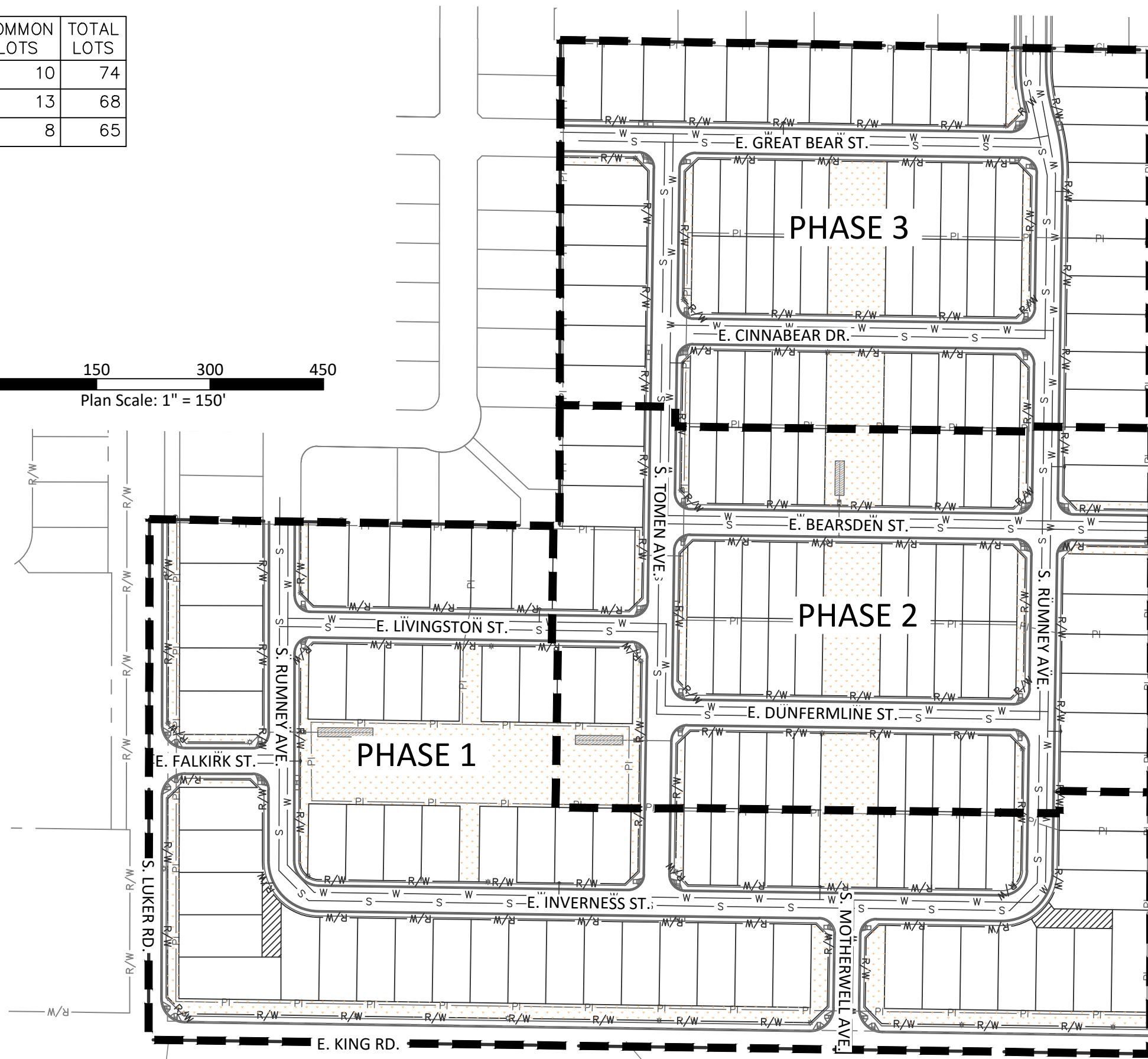
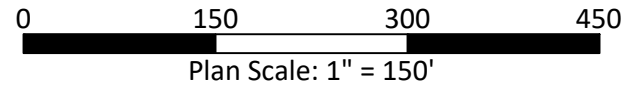
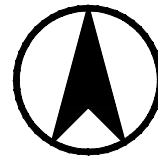
10821
4-26-21
KEVIN P. MCCARTHY

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE:	4/26/21
PROJECT:	20-069
SHEET NO.	PP1.0

P:\2020\CAD\PLAT\PRELIMINARY\20-069 COVER AND PRELIMINARY PLAT.DWG, LDEL, WILSON, 4/26/2021, AUTOCAD PLOT (GENERAL DOCUMENTATION).PC3, 2/28/21 10:01

PHASE	BUILDABLE LOTS	COMMON LOTS	TOTAL LOTS
1	64	10	74
2	55	13	68
3	57	8	65



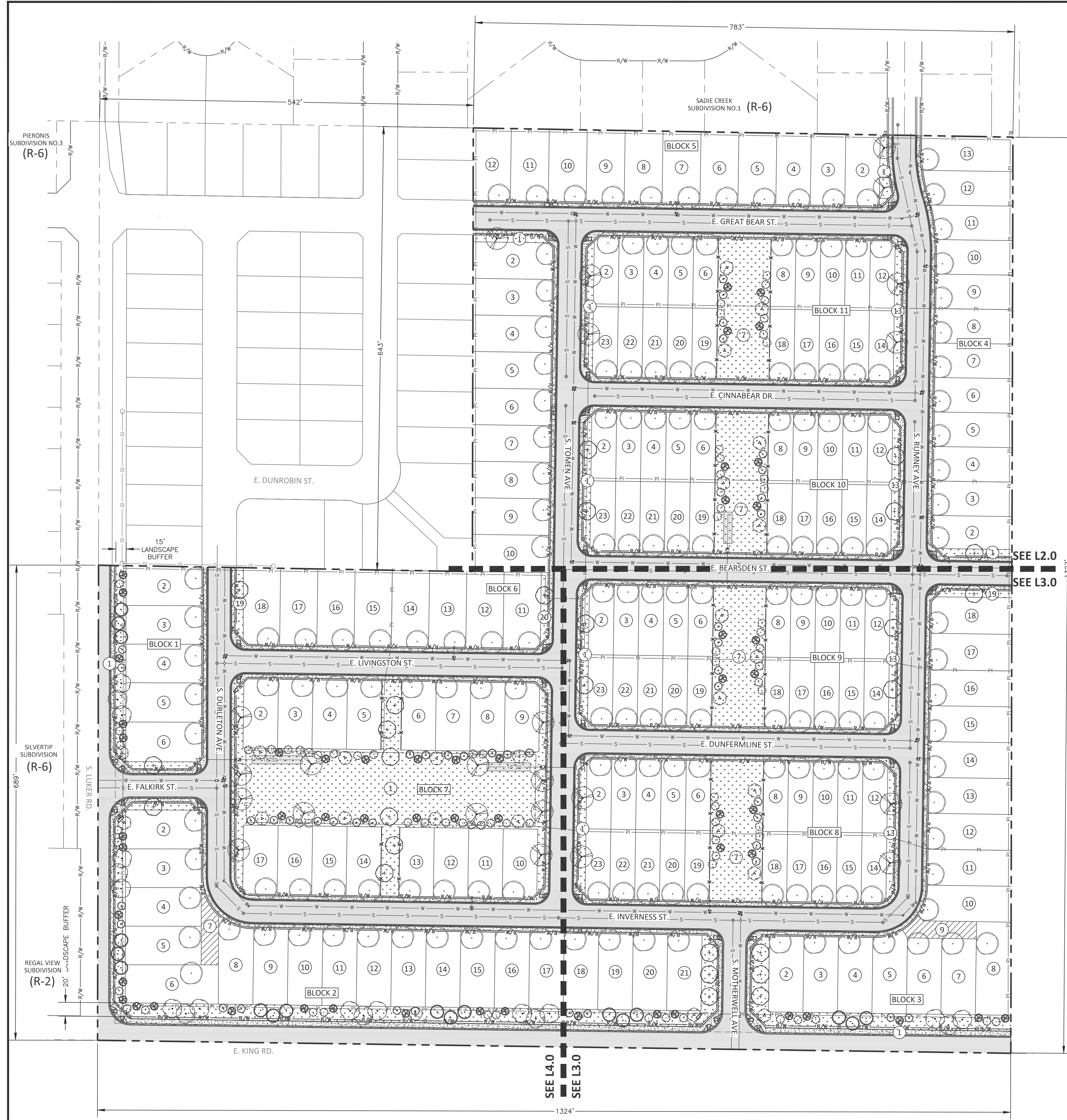
SADIE CREEK SUBDIVISION
KUNA, ID

PHASING EXHIBIT

km
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com

DATE: 11/10/20
PROJECT: 20-069

1 OF 1



PLANT SCHEDULE NOTE: SEE L2.0 FOR FULL PLANT SCHEDULE

FLOWERING ORNAMENTAL TREES	BOTANICAL / COMMON NAME
	CERCIS CANADENSIS EASTERN REDBUD MULTI-TRUNK
	PYRUS CALLERYANA 'CAPITAL' CAPITAL CALLERY PEAR
DECIDUOUS TREES	BOTANICAL / COMMON NAME
	ACER PLATANOIDES 'CRIMSON KING' CRIMSON KING MAPLE
	ACER TRUNCATUM 'PACIFIC SUNSET'™ PACIFIC SUNSET MAPLE
	CARPINUS BETULUS EUROPEAN HORNBEAM
	FRAXINUS PENNSYLVANICA 'PATMORE' PATMORE ASH
EVERGREEN TREES	BOTANICAL / COMMON NAME
	CEDRUS DEODARA 'AUREA' GOLDEN DEODAR CEDAR
	PICEA PUNGENS 'HOOPSI' HOOPSI BLUE SPRUCE
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE
OTHER TREES	BOTANICAL / COMMON NAME
	INDIVIDUAL LOT TREE SCHEMATIC LOCATION PER THE CITY OF KUNA CODE INSTALL ONE TREE PER LOT. INDIVIDUAL LOT TREES SHALL BE INSTALLED BY THE INDIVIDUAL HOME BUILDER IN CONJUNCTION WITH THE INDIVIDUAL LOT DEVELOPMENT. THESE TREES ARE NOT THE RESPONSIBILITY OF THE DEVELOPER.
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE

ACHD LANDSCAPE NOTES

- TREES SHALL NOT BE PLANTED WITHIN THE 10' CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
- SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.

GENERAL LANDSCAPE NOTES

- CONTRACTOR SHALL LOCATE AND IDENTIFY EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN CONTRACT WORK AREAS PRIOR TO CONSTRUCTION. CONTACT DIG LINE, INC. @ 1.800.342.1585. PROVIDE ADEQUATE MEANS OF PROTECTION OF UTILITIES AND SERVICES DESIGNATED TO REMAIN. REPAIR UTILITIES DAMAGED DURING SITE WORK OPERATIONS AT CONTRACTOR'S EXPENSE.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN.
- ALL TREE, TURF, PLANT MATERIAL, AND IRRIGATION PROPOSED WITHIN THE PLANTER STRIP BETWEEN BACK OF CURB AND SIDEWALK SHALL BE INSTALLED BY THE HOME BUILDER IN CONJUNCTION WITH THE INDIVIDUAL LOT DEVELOPMENT.
- ALL TREES PLANTED IN THE PARK STRIP (BY BUILDER) TO BE CENTERED BETWEEN BACK OF CURB AND SIDEWALK AND ARE SUBJECT TO THE ACHD DEVELOPMENT AGREEMENT FOR LANDSCAPING.
- FENCING WITHIN SUBDIVISION, ALONG SIDE AND REAR LOT LINES SHALL BE INSTALLED BY BUILDER/HOMEOWNER IN CONJUNCTION WITH INDIVIDUAL LOT DEVELOPMENT AND SHALL COMPLY WITH THE STANDARDS ESTABLISHED IN THE SUBDIVISION'S CC&RS.

GENERAL IRRIGATION NOTES

- ALL PLANT MATERIALS TO BE WATERED BY THE DEVELOPMENT OR SUBDIVISION PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF COMMON AREAS SHALL BE VIA THE SUBDIVISION'S PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF INDIVIDUAL LOTS AND LANDSCAPING ALONG THE FRONTAGE OF PRIVATE LOTS SHALL BE PRESSURIZED IRRIGATION WATER, AND THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
- COVERAGE; THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ONE HUNDRED PERCENT (100%) COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
- MATCHED PRECIPITATION RATES; SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE.
- IRRIGATION DISTRICTS; SPRINKLER HEADS IRRIGATING LAWN OR OTHER HIGH WATER DEMAND AREAS SHALL BE CIRCUITED SO THAT THEY ARE ON THE SEPARATE ZONE OR DISTRICT FROM THOSE IRRIGATING TREES, SHRUBS, OR OTHER REDUCED WATER DEMAND AREAS.
- OVERSPRAY; SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS STREETS, SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.

NOTE: CALCULATIONS SHOWN BELOW ARE TO DETERMINE THE REQUIRED NUMBER OF TREES PER CITY OF KUNA UDC AND ARE NOT OPEN SPACE CALCULATIONS.

OPEN SPACE TREE CALCULATIONS (1TREE/800SF)

BLOCK #	LOT #	LOT AREA (SF)	QUALIFIED AREA (SF)	QUALIFIED AREA (AC)	REQ	PRVD
1	1	6,621	979	0.02	1.00	1.00
			EXCLUDES LANDSCAPE BUFFER ALONG LUKER RD.			
2	1	26,160	3,312	0.08	4.00	4.00
			EXCLUDES LANDSCAPE BUFFER ALONG LUKER RD. AND KING RD.			
3	1	9,909	2,615	0.06	3.00	3.00
			EXCLUDES LANDSCAPE BUFFER ALONG KING RD.			
3	19	1,042	1,042	0.02	1.00	1.00
4	1	1,037	1,037	0.02	1.00	1.00
5	1	1,235	1,235	0.03	2.00	2.00
6	1	1,039	1,039	0.02	1.00	1.00
6	19	990	990	0.02	1.00	1.00
6	20	981	981	0.02	1.00	1.00
7	1	59,367	59,367	1.36	74.00	74.00
8	1	1,792	1,792	0.04	2.00	2.00
8	7	15,481	15,481	0.36	19.00	19.00
8	13	1,800	1,800	0.04	2.00	2.00
9	1	1,782	1,782	0.04	2.00	2.00
9	7	15,407	15,407	0.35	19.00	19.00
9	13	1,782	1,782	0.04	2.00	2.00
10	1	1,782	1,782	0.04	2.00	2.00
10	7	15,407	15,407	0.35	19.00	19.00
10	13	1,782	1,782	0.04	2.00	2.00
11	1	1,792	1,792	0.04	2.00	2.00
11	7	15,481	15,481	0.36	19.00	19.00
11	13	1,791	1,791	0.04	2.00	2.00

TOTAL OPEN SPACE TREES 181.00 181.00

STREET TREE CALCULATIONS

LANDSCAPE BUFFER PER CITY OF KUNA CODE 5-17-15:
 (2) SHADE TREES PER 100 LINEAR FEET
 (2) FLOWERING ORNAMENTAL TREES MAY BE SUBSTITUTED FOR (1) SHADE TREE
 (3) EVERGREEN TREES PER 100 LINEAR FEET
 (12) SHRUBS PER 100 LINEAR FEET

STREET NAME	BUFFER WIDTH	LF	CALCULATION	REQ	PRVD
S. LUKER RD	15'	638	638 LF/100 X 2	13.00	13.00
			638 LF/100 X 3	19.00	19.00
			638 LF/100 X 12	77.00	0*
E. KING RD	20'	1,274	1274 LF/100 X 2	25.00	25.00
			1274 LF/100 X 3	38.00	38.00
			1274 LF/100 X 12	153.00	0*

TOTAL SHADE TREES 38.00 38.00
TOTAL EVERGREEN TREES 57.00 57.00
TOTAL SHRUBS 230.00 0*

MITIGATION REQUIREMENTS

THERE ARE NO HEALTHY TREES > 4" CAL. PROPOSED FOR REMOVAL

TOTAL TREES REQUIRED/PROVIDED	REQ	PRVD
	276.0	276.0

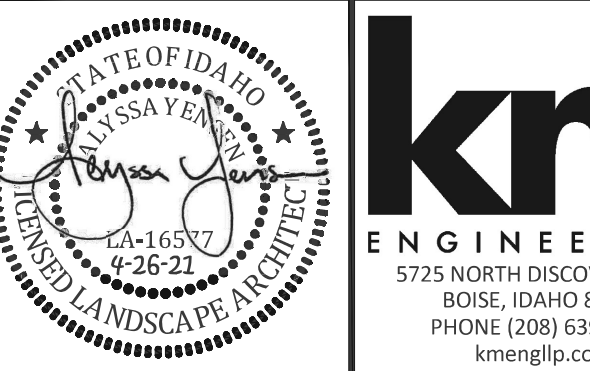
* NOTE: TOTAL STREET SHRUBS WILL BE SHOWN ON FINAL PLAT

CONTACT INFORMATION

OWNER
 COREY BARTON
 1977 E. OVERLAND RD.
 MERIDIAN, IDAHO 83642

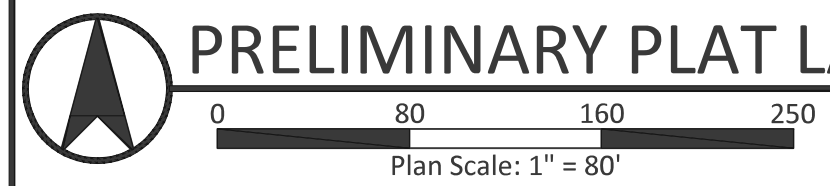
LANDSCAPE CONSULTANT
 KM ENGINEERING, LLP
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE: (208) 639-6939
 FAX: (208) 639-6930
 CONTACT: ALYSSA YENSEN, PLA
 EMAIL: ayensen@kmenllp.com

SADIE CREEK SOUTH KUNA, ID LANDSCAPE COVER SHEET



DATE: 4/26/21
 PROJECT: 20-069
 SHEET NO. PPL1.0

PRELIMINARY PLAT LANDSCAPE COVER SHEET



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PLANT SCHEDULE

FLOWERING ORNAMENTAL TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
	CERCIS CANADENSIS EASTERN REDBUD MULTI-TRUNK	2" CAL. B&B	25'X35'	CLASS I	24
	PYRUS CALLERYANA 'CAPITAL' CAPITAL CALLERY PEAR	2" CAL. B&B	35'X15'	CLASS II	24
DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
	ACER PLATANOIDES 'CRIMSON KING' CRIMSON KING MAPLE	2" CAL. B&B	35'X30'	CLASS II	18
	ACER TRUNCATUM 'PACIFIC SUNSET' TM PACIFIC SUNSET MAPLE	2" CAL. B&B	35'X30'	CLASS II	26
	CARPINUS BETULUS EUROPEAN HORNBEAM	2" CAL. B&B	50'X40'	CLASS II	23
	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH	2" CAL. B&B	40'X20'	CLASS II	18
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
	CEDRUS DEODARA 'AUREA' GOLDEN DEODAR CEDAR	6'-8" B&B	35'X15'	EVERGREEN	54
	PICEA PUNGENS 'HOOPSII' HOOPSII BLUE SPRUCE	6'-8" B&B	35'X15'	EVERGREEN	42
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	50
OTHER TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
	INDIVIDUAL LOT TREE SCHEMATIC LOCATION PER THE CITY OF KUNA CODE INSTALL ONE TREE PER LOT. INDIVIDUAL LOT TREES SHALL BE INSTALLED BY THE INDIVIDUAL HOME BUILDER IN CONJUNCTION WITH THE INDIVIDUAL LOT DEVELOPMENT. THESE TREES ARE NOT THE RESPONSIBILITY OF THE DEVELOPER.	2" CAL. B&B			176
SOD/SEED	BOTANICAL / COMMON NAME	CONT	QTY		
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD	194,085 SF		

SYMBOLS	DESCRIPTION
	6" HEIGHT VINYL PRIVACY FENCE. COORDINATE WITH OWNER APPROVAL.
	6" HEIGHT LATTICE TOP FENCE. COORDINATE WITH OWNER APPROVAL.

KEY NOTES (TYPICAL) (#)

- INSTALL 3" DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS.
- 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
- NOT USED.
- SCHEMATIC LOCATION OF TREES. TREES TO BE PLANTED IN CONJUNCTION WITH INDIVIDUAL LOT LANDSCAPING.
- NOT USED.
- EXISTING LANDSCAPING AND IRRIGATION TO REMAIN. RETAIN, PROTECT, AND OR ADJUST AS SHOWN. CONTRACTOR SHALL FIELD VERIFY LIMITS OF DISTURBANCE AND PATCH BACK ALONG PHASE BOUNDARY AS NECESSARY. TRANSITION BETWEEN NEW AND EXISTING LANDSCAPE SHALL BE NON RECOGNIZABLE AND COHESIVE WHEN FINISHED. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL EXISTING LANDSCAPE PLANTING AREAS AND IRRIGATION COMPONENTS DAMAGED AS A RESULT OF NEW CONSTRUCTION. THE CONTRACTOR SHALL ENSURE THAT THE EXISTING IRRIGATION SYSTEM REMAINS OPERABLE DURING CONSTRUCTION AND THAT FOLLOWING CONSTRUCTION, THE EXISTING IRRIGATION SYSTEM OPERATES AS GOOD, OR BETTER THAN EXISTED PRIOR TO THIS PROJECT. CONTRACTOR SHALL REPLACE, AT NO ADDITIONAL COST TO THE OWNER, PLANT MATERIALS DAMAGED DURING EXECUTION OF THIS PROJECT OR DAMAGED DUE TO THE CONTRACTORS FAILURE TO MAINTAIN OPERATION OF THE EXISTING SYSTEM DURING THE COURSE OF CONSTRUCTION.
- 6" HEIGHT VINYL PRIVACY FENCE. COORDINATE WITH OWNER APPROVAL. SEE L4.0-2.
- 6" HEIGHT LATTICE TOP FENCE. COORDINATE WITH OWNER APPROVAL. SEE L4.0-3.
- SCHEMATIC SIGN LOCATION. FINAL SIGN LOCATION AND DESIGN TO BE APPROVED AS A PART OF SIGN APPLICATION.

MATCH LINE - SEE SHEET L3.0

PRELIMINARY PLAT LANDSCAPE PLAN

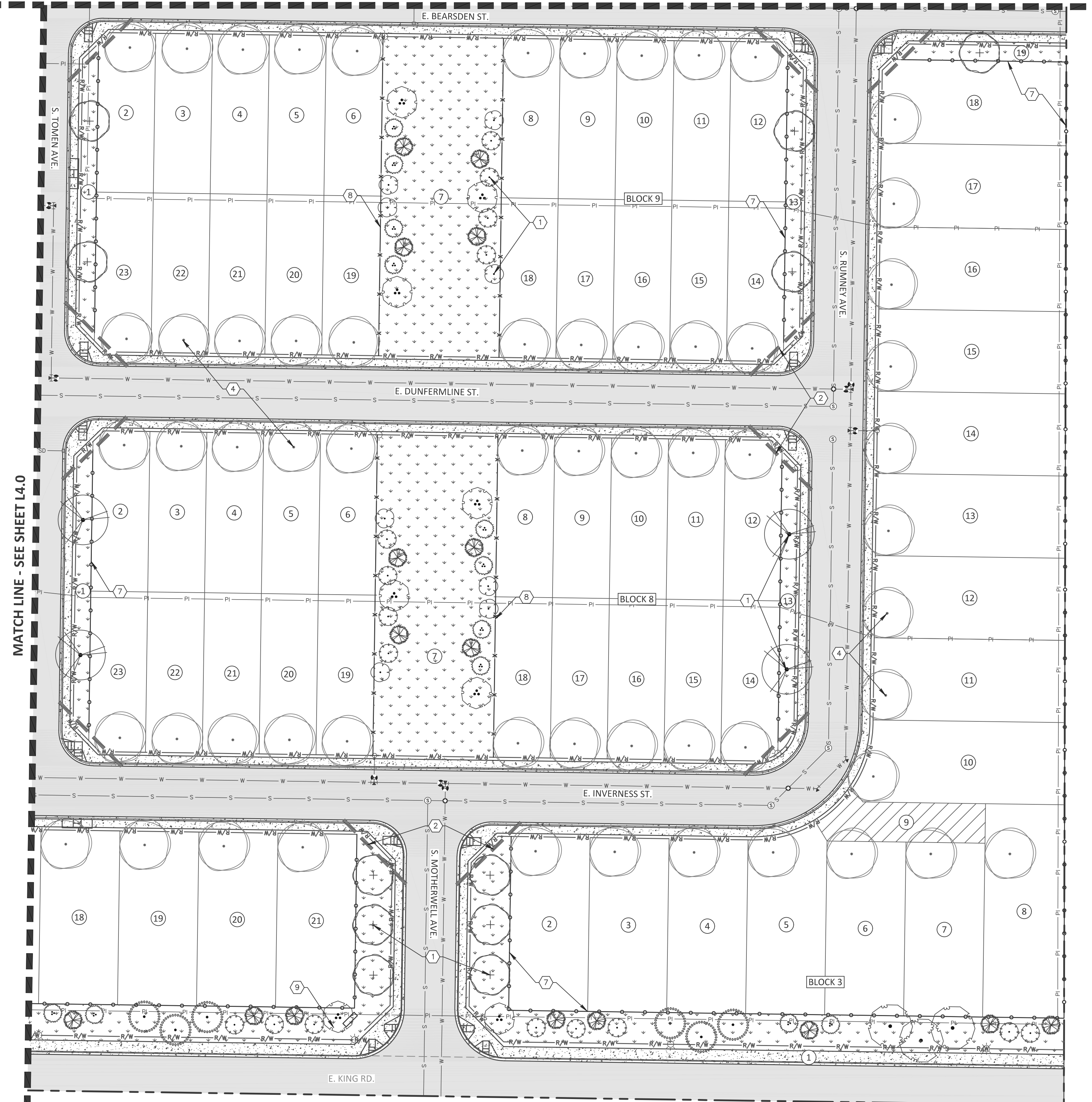
**SADIE CREEK SOUTH
KUNA, ID
LANDSCAPE PLAN**

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmeng@ip.com

DATE: 4/26/21
PROJECT: 20-069
SHEET NO. PPL2.0

P:\20\069\CAD\LANDSCAPE\PLAT\TITLES\TITLES069.PPL.LANDSCAPE.PLAN.DWG_IDEL.WILSON_4/26/21 AUTOCAD PDF (GENERAL DOCUMENTATION) PCS_228241.LPDT

MATCH LINE - SEE SHEET L2.0



PLANT SCHEDULE

FLOWERING ORNAMENTAL TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
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	CARPINUS BETULUS EUROPEAN HORNBEAM	2" CAL. B&B	50'X40'	CLASS II	23
	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH	2" CAL. B&B	40'X20'	CLASS II	18
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
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	PICEA PUNGENS 'HOOPSI' HOOPSI BLUE SPRUCE	6'-8" B&B	35'X15'	EVERGREEN	42
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	50
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SOD/SEED	BOTANICAL / COMMON NAME	CONT	QTY		
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KEY NOTES (TYPICAL) (#)

- INSTALL 3" DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS.
- 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
- NOT USED.
- SCHEMATIC LOCATION OF TREES. TREES TO BE PLANTED IN CONJUNCTION WITH INDIVIDUAL LOT LANDSCAPING.
- NOT USED.
- EXISTING LANDSCAPING AND IRRIGATION TO REMAIN. RETAIN, PROTECT, AND OR ADJUST AS SHOWN. CONTRACTOR SHALL FIELD VERIFY LIMITS OF DISTURBANCE AND PATCH BACK ALONG PHASE BOUNDARY AS NECESSARY. TRANSITION BETWEEN NEW AND EXISTING LANDSCAPE SHALL BE NON RECOGNIZABLE AND COHESIVE WHEN FINISHED. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL EXISTING LANDSCAPE PLANTING AREAS AND IRRIGATION COMPONENTS DAMAGED AS A RESULT OF NEW CONSTRUCTION. THE CONTRACTOR SHALL ENSURE THAT THE EXISTING IRRIGATION SYSTEM REMAINS OPERABLE DURING CONSTRUCTION AND THAT FOLLOWING CONSTRUCTION, THE EXISTING IRRIGATION SYSTEM OPERATES AS GOOD, OR BETTER THAN EXISTED PRIOR TO THIS PROJECT. CONTRACTOR SHALL REPLACE, AT NO ADDITIONAL COST TO THE OWNER, PLANT MATERIALS DAMAGED DURING EXECUTION OF THIS PROJECT OR DAMAGED DUE TO THE CONTRACTORS FAILURE TO MAINTAIN OPERATION OF THE EXISTING SYSTEM DURING THE COURSE OF CONSTRUCTION.
- 6' HEIGHT VINYL PRIVACY FENCE. COORDINATE WITH OWNER APPROVAL. SEE L4.0-2.
- 6' HEIGHT LATTICE TOP FENCE. COORDINATE WITH OWNER APPROVAL. SEE L4.0-3.
- SCHEMATIC SIGN LOCATION. FINAL SIGN LOCATION AND DESIGN TO BE APPROVED AS A PART OF SIGN APPLICATION.

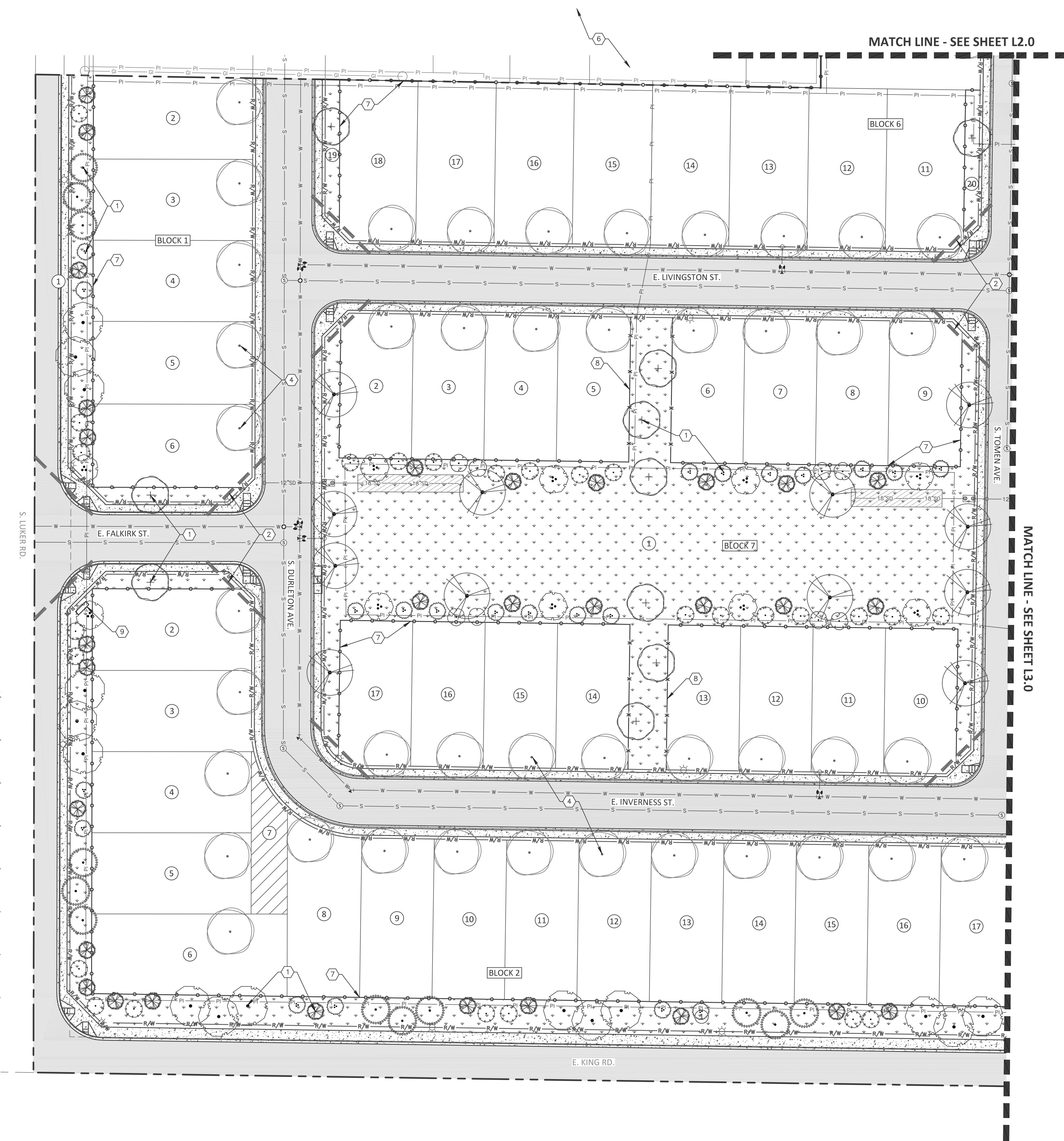
PRELIMINARY PLAT LANDSCAPE PLAN
Plan Scale: 1" = 80'

SADIE CREEK SOUTH
KUNA, ID
LANDSCAPE PLAN

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmenglp.com

DATE: 4/26/21
PROJECT: 20-069
SHEET NO. PPL3.0

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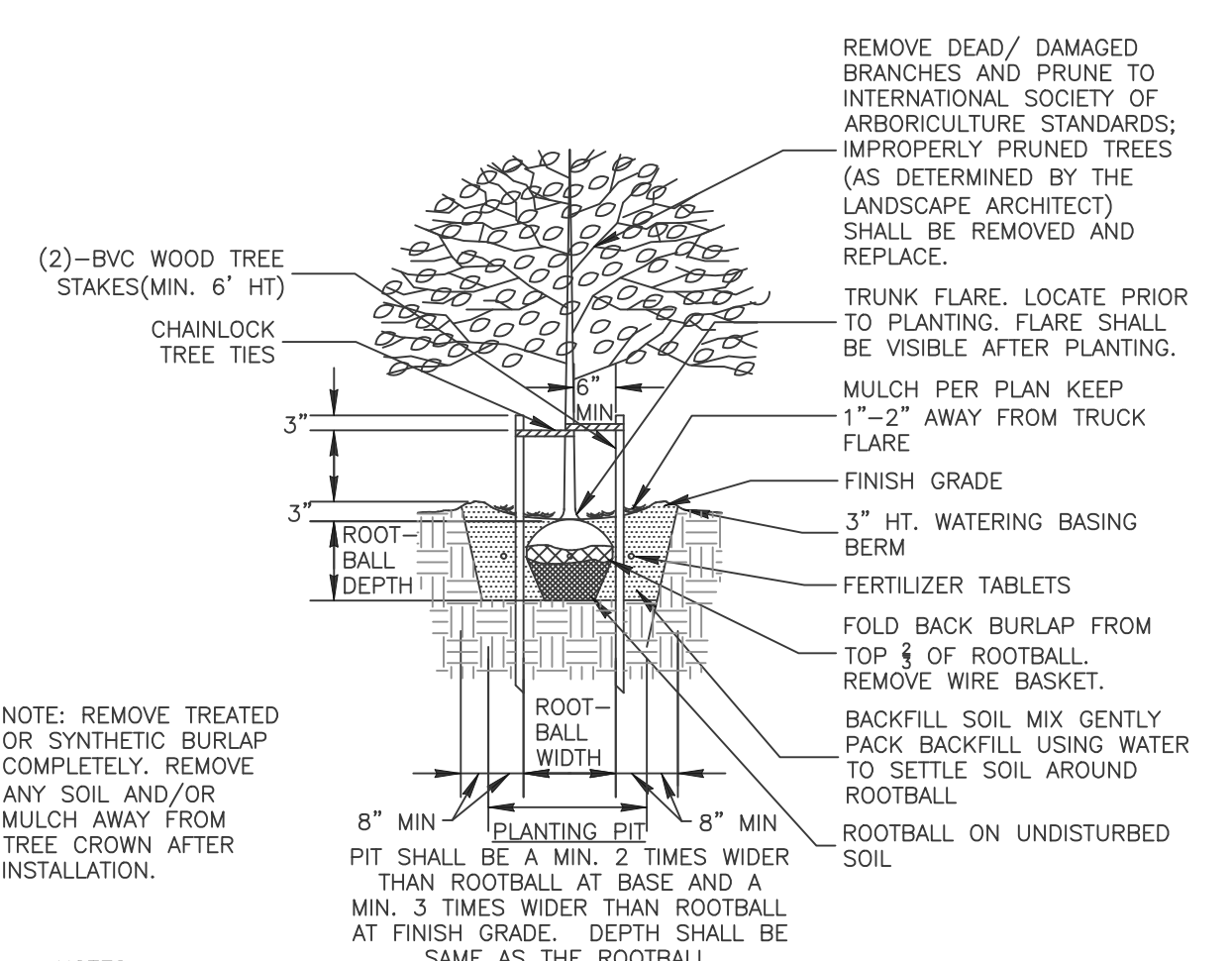
PLANT SCHEDULE

FLOWERING ORNAMENTAL TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	CERCIS CANADENSIS EASTERN REDBUD MULTI-TRUNK	2" CAL B&B	25'X35'	CLASS I	24
	PYRUS CALLERYANA 'CAPITAL' CAPITAL CALLERY PEAR	2" CAL B&B	35'X15'	CLASS II	24
	ACER PLATANOIDES 'CRIMSON KING' CRIMSON KING MAPLE	2" CAL B&B	35'X30'	CLASS II	18
	ACER TRUNCATUM 'PACIFIC SUNSET' TM PACIFIC SUNSET MAPLE	2" CAL B&B	35'X30'	CLASS II	26
	CARPINUS BETULUS EUROPEAN HORNBEEAM	2" CAL B&B	50'X40'	CLASS II	23
	FRAXINUS PENNSYLVANICA 'PATMORE' PATMORE ASH	2" CAL B&B	40'X20'	CLASS II	18
DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	ACER PLATANOIDES 'CRIMSON KING' CRIMSON KING MAPLE	2" CAL B&B	35'X30'	CLASS II	18
	ACER TRUNCATUM 'PACIFIC SUNSET' TM PACIFIC SUNSET MAPLE	2" CAL B&B	35'X30'	CLASS II	26
	CARPINUS BETULUS EUROPEAN HORNBEEAM	2" CAL B&B	50'X40'	CLASS II	23
	FRAXINUS PENNSYLVANICA 'PATMORE' PATMORE ASH	2" CAL B&B	40'X20'	CLASS II	18
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	CEDRUS DEODARA 'AUREA' GOLDEN DEODAR CEDAR	6'-8" B&B	35'X15'	EVERGREEN	54
	PICEA PUNGENS 'HOOPSI' HOOPSI BLUE SPRUCE	6'-8" B&B	35'X15'	EVERGREEN	42
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	50
OTHER TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	INDIVIDUAL LOT TREE SCHEMATIC LOCATION PER THE CITY OF KUNA CODE INSTALL ONE TREE PER LOT. INDIVIDUAL LOT TREES SHALL BE INSTALLED BY THE INDIVIDUAL HOME BUILDER IN CONJUNCTION WITH THE INDIVIDUAL LOT DEVELOPMENT. THESE TREES ARE NOT THE RESPONSIBILITY OF THE DEVELOPER.	2" CAL B&B			176
SOD/SEED	BOTANICAL / COMMON NAME	CONT	QTY		
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD	194,085 SF		

SYMBOLS	DESCRIPTION
	6' HEIGHT VINYL PRIVACY FENCE. COORDINATE WITH OWNER APPROVAL.
	6' HEIGHT LATTICE TOP FENCE. COORDINATE WITH OWNER APPROVAL.

KEY NOTES (TYPICAL) (#)

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1 DECIDUOUS TREE PLANTING AND STAKING DETAIL



2 6-FOOT HEIGHT VINYL FENCE



3 6-FOOT HEIGHT VINYL WITH LATTICE TOP FENCE

PRELIMINARY PLAT LANDSCAPE PLAN

0 80 160 250
Plan Scale: 1" = 80'

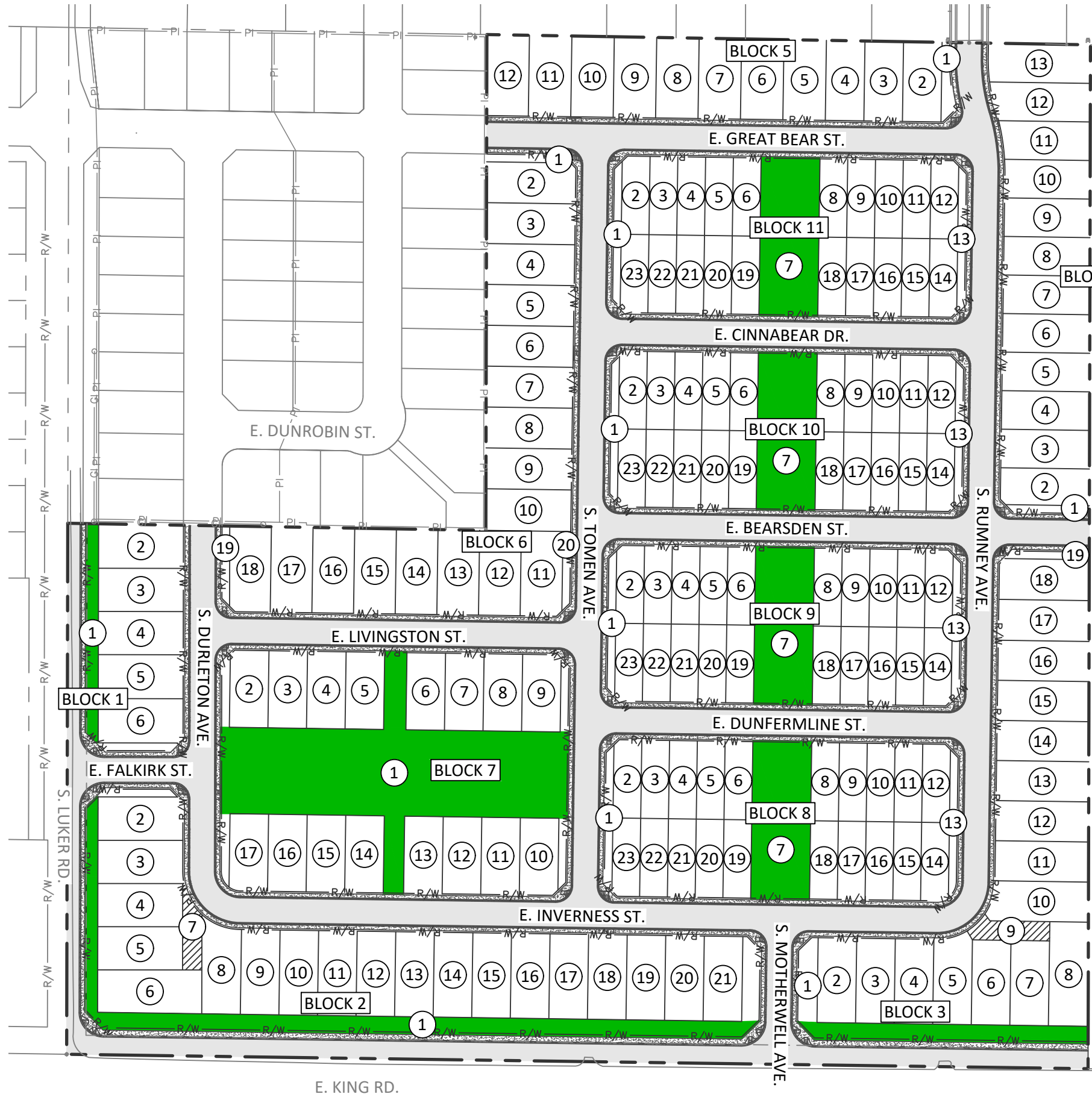
**SADIE CREEK SOUTH
KUNA, ID
LANDSCAPE PLAN**

km
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5725 NORTH DISCOVERY WAY
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PHONE (208) 639-6939
kmengllp.com

DATE: 4/26/21
PROJECT: 20-069
SHEET NO. PPL4.0

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OPEN SPACE CALCULATIONS

SITE DATA	
TOTAL AREA OF SITE	32.42 ACRES
OPEN SPACE REQUIRED	2.76 ACRES (8.5%)
OPEN SPACE PROVIDED	3.60 ACRES (11.1%)

LEGEND

 QUALIFIED OPEN SPACE

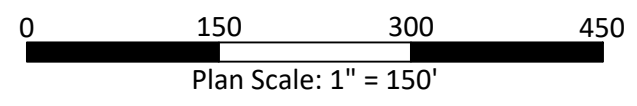
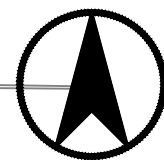
SADIE CREEK SOUTH
KUNA, IDAHO

OPEN SPACE EXHIBIT

km
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com

DATE: 02/09/21
PROJECT: 20-069

EX. 1.0



SADIE CREEK SOUTH

CONCEPTUAL, SUBJECT TO CHANGE



E. KING RD.

S. LUKER RD.

E. GREAT BEAR ST.

S. RUMNEY AVE.

Stephanie Leonard

From: Sub Name Mail <subnamemail@adacounty.id.gov>
Sent: Tuesday, November 3, 2020 12:17 PM
To: Stephanie Leonard
Cc: Aaron Ballard
Subject: RE: Sadie Creek South Subdivision Name Reservation

November 3, 2020

Aaron Ballard, KM Engineering
Stephanie Leonard, KM Engineering

RE: Subdivision Name Reservation: **SADIE CREEK SOUTH SUBDIVISION**

Although you have noted below that the developer for this property is the same as Phase 1, based on a review of the recorded documentation, Challenger Development was not the developer of record for Sadie Creek Subdivision No. 1, at least for the purposes of Idaho Code 50-1307, which would require a Permission to use the subdivision name from either Red Cliff Development, Mike Urwin Enterprises or Glen or Virginia McBride.

However, when CBH acquired 131 of the 156 lots (Inst. 112114246) in the subdivision when the developer went into foreclosure, a Grantors Assignment was recorded at the same time (Inst. 112114247) which appears to transfer the original grantors rights to Corey Barton Homes. Based on this document, you have additional options.

If Challenger Development will be signing the plat, then prior to submittal to our office a Permission To Use Subdivision Name will be required to be recorded. While these have been pretty generic in the past, in this particular instance the Permission should refer to the recorded Grantors Assignment so it is clear in the document that while the original developers are not granting the permission, there is a chain of documentation which we have accepted. I can review the draft with you prior to recording if you wish.

At your request, I will reserve the name **Sadie Creek South 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: Stephanie Leonard <sleonard@kmengllp.com>
Sent: Tuesday, November 3, 2020 8:43 AM
To: Sub Name Mail <subnamemail@adacounty.id.gov>
Cc: Kyle Prewett <kprewett@kmengllp.com>
Subject: [EXTERNAL] Subdivision name reservation

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.

Good morning Glen,

Could we please reserve the name "Sadie Creek South" for a preliminary plat we are submitting to the City of Kuna? This subdivision is south of Sadie Creek and is being subdivided by the same developer.

- The project location (Township / Range / Section & Quarter) along with the current parcel numbers of all of the parcels that will be included in the plat - **SE ¼ of Section 25, T2N, R1W – Parcel No. S1325438400**
- The name and contact information for the survey firm doing the work and the name of the Land Surveyor in charge of the plat - **KM Engineering, 208-639-6939; Aaron Ballard**
- The name of the owner/developer – **Challenger Development**

Please let me know if you have any questions, or if I can provide further information.

Thanks!

Stephanie Leonard

Land Planner

KM ENGINEERING [kmengllp.com]

9233 W. State St. | Boise, ID 83714

208.639.6939

After Recording Return To:
CBH
1977 E. Overland Road
Meridian Idaho

_____ [Space Above This Line For Recording Data] _____

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FALLBROOK SUBDIVISION**

THIS DECLARATION is made effective as of _____, 2018,
by Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes (“Declarant” or
“Owner” or “Grantor”).

ARTICLE I: RECITALS

1.1 Declarant is the owner of all of the real property located in the County of
Ada, State of Idaho (the “County”), described in the attached Exhibit A (the “Property”),
which exhibit is incorporated herein by this reference.

1.2 The purpose of this Declaration is to set forth the basic restrictions,
covenants, limitations, easements, conditions, and equitable servitudes (collectively
“Restrictions”) that apply to the Property. The Restrictions are designed to preserve the
Property’s value, desirability and attractiveness, to ensure a well-integrated high-quality
development, and to guarantee adequate maintenance of the Common Area, and the
Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered,
hypothecated, leased, used, occupied, and improved subject to the following terms,
covenants, conditions, easements, and restrictions, all of which are declared and agreed to
be in furtherance of a general plan for the protection, maintenance, subdivision,
improvement, and sale of the Property, and to enhance the value, desirability, and

attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof; and

B. shall inure to the benefit of every Building Lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor (as defined below), and each grantee and Owner, and such grantee's and Owner's respective successors-in-interest, and may be enforced by Grantor, by any Owner, and any such Owner's successors-in-interest, and by the Association as hereinafter described.

Notwithstanding any other provision in the Declaration to the contrary, no provision of this Declaration shall be construed as to prevent or limit (i) Grantor's right to complete development of the Property and to construct improvements thereon, or (ii) Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, or (iii) Grantor's right to post signs incidental to construction, sales, or leasing, or (iv) Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the applicable governmental entities.

ARTICLE III: DEFINITIONS

3.1 "Affiliate" shall mean any entity that has some form of common ownership interest or common management with the Grantor.

3.2 "Architectural Committee" shall mean the committee created by the Grantor or the Association pursuant to Article X hereof.

3.3 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or the charter documents of the Association if formed using a type of entity other than a corporation.

3.4 "Assessments" shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments made by the Association as further defined in this Declaration.

3.5 "Association" shall mean the Idaho profit or non-profit corporation (or other type of entity), and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration and any Supplemental

Declaration. Grantor shall have the power, in its discretion, to name the Association the “Fallbrook Homeowners Association, Inc.”, or any similar name, which fairly reflects its purpose. Grantor, in its sole and absolute discretion, shall have the power to create any additional Associations that it deems necessary or appropriate to act as the Association for any Annexed Tract (as defined below). In such event, reference in this Declaration to the “Association” shall apply to the particular Association designated to apply to that Annexed Tract.).

3.6 “Association Rules” shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of such rules and regulations, and procedural matters for use in the conduct of business of the Association.

3.7 “Board” shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.8 “Building Lot” shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

3.9 “Bylaws” shall mean the Bylaws of the Association.

3.10 “Common Area” shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and Waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights.

3.11 “Declaration” shall mean this Declaration as it may be amended from time to time.

3.12 “Fallbrook Subdivision” and the “Subdivision” shall each mean the Property.

3.13 “Design Guidelines” shall mean the construction guidelines approved by the Architectural Committee.

3.14 “Grantor” shall mean, Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes and its successors-in-interest, and Affiliates (collectively, “CBH”), and

any person or entity to whom CBH expressly transfers its Grantor rights, which transfer must be made in writing and must include a specific reference to the transfer being of CBH's "Grantor rights" or "rights as Grantor" or other similar specific reference.

3.15 "Improvement" shall mean any structure, facility, or system, or other improvement or object (and any portion of the foregoing), whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

3.16 "Limited Assessment" shall mean Assessments as described in Section 7.4 of this Declaration.

3.17 "Member" shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

3.18 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot that is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.19 "Person" shall mean any individual, partnership, corporation, limited liability company or other legal entity.

3.20 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County recorder (the "County Recorder"), as the same may be amended by duly recorded amendments thereof.

3.21 "Property" shall mean, except as otherwise provided in this paragraph, the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. The Property also shall include, at Grantor's sole discretion, such additional property in addition to that described in Exhibit A as may be part of an Annexed Tract by means of a Supplemental Declaration as provided herein.

3.22 "Regular Assessment" shall mean the Assessments described in Section 7.2 of this Declaration.

3.23 "Special Assessment" shall mean the Assessments described in Section 7.3 of this Declaration.

3.24 “Supplemental Declaration” shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property and with respect to any Annexed Tract.

3.25 “Waterway” shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, ditch or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements - Generally. All Improvements are to be designed, constructed and used in such a manner as to (i) comply with the conditions of approval (as may be amended from time to time) issued by the applicable governmental entity with respect to the Plat containing the portion of the Property upon which the Improvements are located (the “Plat Conditions”), (ii) comply with all applicable governmental laws, ordinances, rules and regulations, and (iii) promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure.

4.1.2 Architectural Committee Review. No construction of any Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved, in writing, the elevations, building plans, specifications, lot plan and other plans and specifications requested by the Architectural Committee. Construction of all such Improvements must conform to and comply with the applicable approved elevations, plans and specifications. Prior to the start of construction, Owners will submit two (2) sets of plans, including a plat plan, floor plan, all elevations and other documentation requested by the Architectural Committee, to the Architectural Committee for review. These plans will be held for thirty (30) days after completion of the project. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials (including, without limitation, Architectural Committee approved architectural shingles and roofing material), physical or aesthetic impacts on other properties (including, without limitation, Common Areas), artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the design shall apply only to the exterior appearance of the Improvements and to landscaping. This Declaration is not

intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by exterior and landscape design restrictions that this Declaration is intended to control.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures constructed in compliance with the terms of this Declaration) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by the applicable Plat Conditions or by any applicable zoning restriction or by decision of the Architectural Committee, whichever is more restrictive.

4.1.4 Roofing. All residences must be built with a minimum of thirty (30) year life architectural composition unless otherwise approved by the Architectural Committee. Roof pitch on all dwellings shall be a minimum 5/12 roof pitch.

4.1.5 Accessory Structures. Garages shall accommodate a minimum of two (2) cars; detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. All garages, storage sheds and patio covers, whether attached or detached from the residential structure, shall be of the same construction, finish and color as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other portions of the Subdivision or offensive or detrimental to the occupants of other Building Lots.

4.1.6 Elevations. As set forth in Section 4.1.2 above, no construction of any Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved the elevation drawings and all Improvements must be constructed pursuant to such approved drawings. The Architectural Committee reserves the right to reject plans that in the judgment of the Architectural Committee lack integrity and balance. Without limiting the general reservation of powers set forth in the immediately previous sentences, the following guidelines, which are subject to change by the Architectural Committee, are designed to help provide guidance on appropriate design features

for elevation plans and any waiver or exception must be in writing signed by the Architectural Committee:

- A. Hardboard or cement fiber siding. Vinyl siding is prohibited.
- B. Sixteen-inch (16") eaves and twelve-inch (12") gables are required.
- C. Boxed or returned soffits are recommended.
- D. Windows, at siding locations, must have relief or trim materials to give definition.
- E. Stone, brick or stucco is required, provided, however, if the home to be constructed has architectural appeal the Architectural Committee may provide written waiver of the stone, brick or stucco requirement.
- F. No vinyl or metal siding except soffit and fascia boards.
- G. Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevation, or as otherwise approved by the Architectural Committee.
- H. No split entry homes will be approved.

4.1.7 Driveways/Sidewalks. All access driveways and sidewalks shall have concrete or other hard surface along its full width as approved by the Architectural Committee and shall be graded to assure proper drainage. Asphalt driveways will not be allowed. Driveways shall have a maximum width compliant with and as approved pursuant to ACHD driveway approach permit and shall continue until connecting to the garage floor.

4.1.8 Mailboxes. Owner shall supply and install black metal mailbox posts. The location and type of post shall be submitted to and approved by the Grantor or the Architectural Committee prior to installation. On all Building Lots where the adjoining Building Lot has a common utility (garage side) property line the mailbox posts shall be installed at the shared property line, and shall be a paired post capable of accepting two (2) mailboxes. The responsibility for the installation of the post shall be borne by the first Building Lot to obtain a building permit. All mailboxes shall be supplied and installed on the posts by Owner, shall be black and of standard single resident size and shape. Architectural Committee approval shall be obtained prior to installation. Ornamental or oversized

mailboxes shall not be permitted. All replacement mailboxes and stands will be of consistent design, material, and coloration as required in 4.1.8 and shall be located as originally placed on adjoining Building Lot lines at places designated by Grantor or the Architectural Committee. Declarant, the Association and/or the US Postal Service may require mailbox locations to be grouped.

4.1.9 Fencing. Fence designs shall not extend into any common green space within the Subdivision. All fencing and boundary walls constructed on any Building Lot shall be permanent in nature, maintenance free and be constructed of materials specified by the Architectural Committee and shall be compliant with applicable code. If fencing is used in combination with a landscape berm, the fence shall be placed behind the berm and under no circumstances, placed on the berm. The material, style, texture and design shall match the existing Grantor installed fencing and shall be approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet measured from the crest of the adjacent road or extend past the front setback of the home and shall meet any more stringent requirements established by the Architectural Committee. All fencing must meet the setback requirements of City ordinance.

4.1.10 Lighting. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be discouraged. Landscape lighting is encouraged. Building designs shall seek to minimize lighting impacts on adjoining properties.

4.2 Antennae and Satellite Dishes. Exterior radio antenna, television antenna, other antenna and satellite dishes of the type that are governed by 47 C.F.R. Section 1.4000, as amended from time to time, are permitted to be installed on the property without Architectural Committee approval if so required under the aforementioned regulation. No other types of antenna or satellite dish shall be erected or maintained on the property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to the Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest any Building Lot be granted, or Building Lot line adjusted, unless the advanced written approval of the Architectural Committee is obtained.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City if so required, except:

A. Such signs as may be used by Grantor and Grantor's agents in connection with the development of the Property, the sale of Building Lots and general promotion of the project. Such signs may be installed in the Common Areas at the discretion of the Grantor.

B. Temporary signs naming the contractors, the architect, and the lending institution for particular construction operation.

C. Such signs identifying the Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

D. One (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. No such sign shall be placed on Common Areas or on the rear portion of any Lot being sold.

All signage, including signage for the exceptions listed as (B)-(D), must be erected in accordance with signage format approved and established by the Architectural Committee. Save and excepting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All structures shall be designed to minimize the noise impact on adjoining properties and no noise or other nuisance, as described in any applicable, laws, rules, regulations or ordinances, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior sound systems, speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Site Cleaning: Owners are responsible for ensuring the Building Lot is kept clean in following specific manner:

4.7.1 All contractors and subcontractors must operate a clean site with all debris cleaned and contained on the site. Contractors and subcontractors are not to allow garbage to blow to other sites.

4.7.2 All contractors and subcontractors will make the best efforts to be courteous to the current residents and others on the Property. No dogs or loud music allowed during any phase of the construction.

4.7.3 During the construction phase the streets must be swept clean of debris nightly.

4.7.4 During the construction phase all weeds must be kept trimmed and properly disposed of in a proper receptacle.

4.7.5 Owners who do not adhere, or require their agents, contractors and/or subcontractors to adhere to the cleaning rules outlined herein will be subject to a charge equal to the cost of cleanup plus and administrative fee equal to 25% of the cleanup cost and any applicable attorney fees and costs incurred in the enforcement or collection of such charges.

4.7.6 During construction, each contractor shall provide portable toilets as is required by applicable laws, rules, regulations and ordinances or by the Architectural Committee, whichever is more restrictive.

4.7.7 The Architectural Committee has the authority to grant variances to the design guidelines and to the requirements of this Section 4.7.

4.8 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including, without limitation, trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or to damage property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof, plus all other costs associated with such action including, without limitation, legal fees, and plus interest at eighteen percent (18%) per annum on all costs incurred by the Association. All such costs and interest shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this

Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, in addition to the lien for the Limited Assessment, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.9 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and Ada County Highway District to the extent the same is within their purview. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee (but in no event inconsistent with any requirements of Ada County Highway District), which may include drainage from the Common Area over any Building Lot in the Property. Drainage which is within the purview of Ada County Highway District shall be maintained by the Association pursuant to any requirements of ACHD.

4.10 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, devices and plantings and ground cover installed or completed thereon, which are not the responsibility of ACHD, the Association, or other public agency. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable.

4.11 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board and all governmental authorities having jurisdiction. Grantor may use the water supply as deemed necessary for any purpose on a temporary basis and for irrigation purposes.

4.12 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any property, which are or might be unsafe or hazardous to any person or property.

4.13 Unsightly Articles. No unsightly articles, as determined by the Architectural Committee, shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to any other portion of the Property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.14 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established by the Grantor or the Association for the Property.

4.15 No Unenclosed or Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed or screened by a structure concealing them from adjacent street, Building Lot and Common Area view and in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.16 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the sewer system as required by the Architectural Committee and pay all charges assessed therefore.

4.17 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section 4.17 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.18 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in plans approved by the

Architectural Committee. This Section 4.18 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.19 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No overnight on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk, bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway or in the Common Area unless such vehicle is engaged in an emergency procedure.

4.20 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This Section 4.20 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the Building Lot of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner or the Owner of the Building Lot in which such animal is being kept. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot, and must be approved by the Architectural Committee.

4.21 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Architectural Committee. The Owner must submit a landscaping plan for approval by the Architectural Committee.

The following restrictions apply with respect to landscaping subject to increased requirements established by the Architectural Committee:

- A. Front Yard Landscaping: the front yard of all Building Lots must meet the following minimum requirements:

All landscaping is to be completed within thirty (30) days from actual occupancy;

It must be fully sodded within thirty (30) days from occupancy;

It must contain at least 2 trees with a minimum of 2” caliper;

It must contain at least five, one gallon plants/shrubs; and

An Automatic Sprinkler System (covering all of the yards) must be completed within thirty (30) days of occupancy.

- B. Back Yard and Side Yard Landscaping: All back and side yard landscaping must be completed within six (6) months of occupancy unless it is not fenced with approved fencing and in that case shall comply with Front Yard Landscaping completion date requirements.
- C. Fencing: All fencing shall be constructed six feet (6’) in height and of material approved in advance by the Architectural Committee. Fences at Subdivision boundaries or contiguous to properties with a use other than a residential building lot shall NOT be of wood or chain link.

4.22 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Declarant shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association or the appropriate district providing pressurized irrigation and domestic water to Subdivision.

4.23 Commencement of Construction. Any owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term “commence the construction,” as used in this Section 4.23, shall require beginning and ongoing physical construction of the dwelling structure upon such Building Lot. In the event any Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantor’s option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less an amount equivalent to ten (10) percent thereof. In the event Grantor shall exercise Grantor’s option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute, and deliver to Grantor a deed re-conveying said Building Lot, free and clear of all liens and encumbrances, which deed shall, by virtue of the notice provided hereby, be binding upon all persons who may, at any time hereafter, own or claim any

right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

4.24 Exemption of Grantor and for Common Area. Notwithstanding all other provisions in this Declaration, the Articles, Bylaws or any other documents, Grantor is and shall at all times be, and Improvements to the Common Areas by Grantor, or the Association are and shall at all times be, exempt from the obligations and restrictions set forth in this Article IV of the Declaration and from the governance and control of the Architectural Committee. Additionally, Grantor shall not be obligated to comply with any Association Rules. Without limiting the generality of the preceding sentences in this Section 4.24, so long as Grantor owns any Building Lot, nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area and Building Lots that it owns to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Grantor's business of completing development of the Property and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model homes or home complexes or real estate sales or leasing offices for lots and homes within or outside the Subdivision. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. All of the rights of Grantor, including, without limitation, those set forth in this Section 4.24 may be assigned by Grantor as set forth in Section 3.14 of this Declaration.

ARTICLE V: FALLBROOK HOMEOWNERS ASSOCIATION

5.1 Organization of the Fallbrook Homeowners Association. The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision. Conflicting terms between any of these three documents shall be

resolved with the following priority: CC&Rs shall prevail over the Articles and the Bylaws and the Articles shall prevail over the Bylaws.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots, which they own, or, in the case of Grantor, attributable to the Building Lots owned by Grantor. Member voting procedures shall be performed in accordance with the terms of this Declaration, the Association's Bylaws, Articles and other properly adopted organizational documents. On any issue that comes to a vote of the Members, each Owner shall be entitled to vote a number of votes that correlates to the number of Building Lots owned by such Member as described in more detail below. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and notwithstanding all other provisions of this Declaration to the contrary, Grantor shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members, provided that the Class B membership voting rights shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner other than Grantor. Immediately upon the Class B membership ceasing to have the rights to vote is set forth in this Section 5.3.2 it shall become a Class A Member and shall have the associated voting rights based on the number of Building Lots of which it is an Owner, provided, however, all other rights associated with Grantor's status as Grantor shall continue regardless of whether Grantor is a Class A Member or a Class B Member.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their

right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein. Neither the Grantor nor the Association shall be responsible or liable for any dispute, or damages related thereto, based on a disagreement as to who has the voting rights associated with a particular Building Lot and shall be able to rely on the claim by any lessee, mortgagee, contract purchaser or beneficiary of their right to vote. The Association shall have the right to suspend the voting rights of an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

5.4 Board and Officers. The affairs of the Association shall be conducted and managed by the Board and agents of the Board as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Grantor's and Association's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Board deems reasonable, including, without limitation, reasonable charges for an Owner's failure to comply with such rules and regulations. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets and other common area improvements by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused

thereby shall be repaired by the Association unless the conditions of such emergency were caused by such Owner.

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

5.5.1.6.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities;

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

5.5.1.7 Conveyances to and from Municipalities. The power to convey any portion of the Common Area and any portion of the Property that it owns to any city, county, the State of Idaho, the United States of America, or any political subdivision of any of the foregoing. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area. Such properties may include those lands intended for open space uses and which may be referred to as “non-buildable” lots per the Plat. Without limiting the generality of the foregoing, the Association shall perform the following:

5.5.2.1.1 Maintain, repair, or replace all school bus staging areas;

5.5.2.1.2 Maintain the integrity of the vision triangles as required by the Plat Conditions;

5.5.2.1.3 Maintain the development’s Common Area landscaping and open spaces, including temporary irrigation and furnishings located in all public rights-of-way;

5.5.2.1.4 Maintain the Subdivision’s non-publically dedicated park and pathway areas;

5.5.2.1.5 Participate in a Road Improvement District or utility local improvement district as the need for these improvements arise;

5.5.2.1.6 Provide for snow removal along pathways in the Common Areas so they are pedestrian accessible within 24 hours of a snow event;

5.5.2.1.7 If the Subdivision becomes part of a transit route(s), provide residents of the Subdivision with transit street furnishings; and

5.5.2.1.8 Repair and replacement of property damaged or destroyed by casualty loss.

Additionally, the Association may, in its discretion, limit or restrict the access and use of the Common Area to any Owner or Owners, other than Grantor, residing in the Subdivision. **The Association shall establish rules and regulations regarding the Owners’ use of Common Areas and Improvements located thereon.**

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan

association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.5.2.3 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area or against the Subdivision, the Association, and/or any other property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided, however, that such taxes and assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall (itself or through agreements and joint ventures with third parties) maintain, repair, and operate any sewer lift stations and common irrigation lines systems on the Property, to the extent the same are not the responsibility of other entities, and shall comply with all of the terms and conditions of the Stormwater Plan. All responsibility for payment of fees related to the provision of utilities, and other similar fees, including, without limitation, impact fees, sewer treatment connection fees, sewer interceptor fees, water connection fees, pressure irrigation connection fees, and related inspections fees, shall belong to the Owner of each Building Lot at the time a building permit is acquired to commence construction on any Improvements on such Building Lot. In the event the Association is responsible for any sewer lift stations or common irrigation systems, the Association, and less than all of the Building Lots are utilizing the same, the Association may elect to allocate the costs of operation each year to those Building Lots which are actually utilizing the particular system. In the event the Grantor or Association has paid any such fees, the Association or Grantor, whichever is applicable, shall be entitled to

reimbursement of the same and such reimbursement shall be a Limited Assessment.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, which policies must include, the following policies of insurance:

5.5.2.6.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be a minimum of the following:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

5.5.2.6.4 Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.5.2.7 Association as Trustee. The Association shall act as and be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.5.2.8 Insurance Premiums as Regular Assessments. Charge as a common expense to be included in the Regular Assessments insurance premiums for any and all insurance coverage the Board deems necessary or advisable.

5.5.2.9 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.5.2.10 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

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

5.5.2.12 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 County Recorder, as more fully provided herein.

5.5.2.13 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 streetlights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the all required governmental entities consent to such waiver.

5.6 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 such person, 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, 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.

5.7 Loans. At the election of Grantor, all expenditures made by Grantor related to the organization and operation of the Association shall be deemed loans made on behalf of Grantor for the benefit of the Association (“Grantor Loans”); provided, however, Grantor shall not be obligated to make any Grantor Loans or otherwise have any of the obligations attributable to the Association under this Declaration or otherwise. All Grantor Loans shall be repaid to Grantor as part of the Expenses used to calculate the Regular Assessment for the next successive fiscal year after each such Grantor Loan is made or, at the option of the Board, at an earlier time pursuant to a Special Assessment. In the event that there is more than one Grantor Loan outstanding and not all outstanding Grantor Loans are paid back in full at the same time, then regardless of when Grantor Loans are made, they shall be paid back on a pro-rata basis.

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:

A pro forma operating statement or budget, for each fiscal year shall be distributed 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, identified by the Building Lot number and the name of the person or entity assigned.

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. Only Members shall be entitled to attend Association meetings and all other persons may be excluded. Notice for all Association meetings shall be given pursuant to the Association’s Bylaws.

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use, but not to control, all or any part of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to all of the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments.

6.1.2 The right of the Association to suspend the use of, or interest in, the Common Area (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner, except Grantor, for any period during which any Assessment or charge against such Owner’s or such Owner’s Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

6.1.3 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

6.1.4 The right of the Association to protect wildlife habitat.

6.1.5 The right of the Association and the Grantor to set aside and restrict access to, either temporarily or permanently, portions of the Common Area for the use of the Association, the Grantor, any individual Owner or any group of Owners, so long as such action does not materially impair the other Owner's use and enjoyment of the Common Area as a whole.

6.2 Designation of Common Area. Grantor shall specifically designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats. By accepting a deed to a Building Lot, each Owner agrees that such Owner is waiving all right to assert a common law dedication by Grantor or the Association of any Common Area.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules, 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.

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Notwithstanding any other provision of this Declaration, the Articles, Bylaws, or other document, the Grantor shall not be required to pay any Assessments.

7.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay all unpaid Grantor Loans and to pay for all costs and expenses incurred by the Association and that the Association expects to incur, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Board shall compute the anticipated amount of its Expenses on an annual basis as set forth in this paragraph (the "Anticipated Expenses"). The Regular Assessment for a given fiscal year shall be based on the Anticipated Expenses. The Board shall compute the initial amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal year of the Association, provided, however, in the event that for any reason the Board fails to make such a computation, the Owners shall not be relieved of the obligation to pay the Regular Assessments and until such computation is made, the Owners shall continue to pay an amount of

Regular Assessments consistent with the previous fiscal year. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount, which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 An initial assessment set up fee of \$200.00 shall be paid to the Association at the closing of the acquisition by any Owner, aside from the Grantor, of a Building Lot. This fee shall (i) be paid by the purchaser, (ii) only apply to the initial sale from Grantor to a non-Grantor Owner, (iii) be in addition to and not a credit towards the Regular Assessments owed by an Owner and (iv) be used to pay back Grantor Loans. On all subsequent transfers of Building Lots, at the closing of the acquisition, the purchaser shall pay to the Association a transfer fee of \$150.00.

7.2.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by 1.5 and then multiplying that total by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this Declaration the estimated initial amount of the regular assessment is \$450.00 per year, per Building Lot.

7.2.3.3 Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Building Lot that it owns.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Owners and the Building Lots, pursuant to the terms of this Article VII and which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the Anticipated Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against any individual Member or multiple members (i) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules and any other governing instruments of the Subdivision, (ii) to collect other amounts owed by an Owner to the Association, and (iii) otherwise reimburse the Association for expenses incurred as a result of such Member's acts and omissions.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in this Declaration or otherwise determined by the Board, the Assessment period shall commence on January 1st of each year and terminate December 31st of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable by the Owner of a Building Lot at the closing of the Owner's acquisition of such Building Lot.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of any change in the amount or due date of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such

Building Lot. The due dates for the semi-annual payment of Regular Assessments and Special Assessments shall be the first day of January and the first day of July, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the due date thereof. All Limited Assessments shall be delinquent if not paid within ten (10) days after notice of such Limited Assessment is provided to Owner. There shall accrue with each delinquent payment a late charge equal to ten percent (10%) of the delinquent charge and installment. In addition, each payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot, or Building Lots if Owner owns more than one, as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt themselves from such liability by a waiver of the use and enjoyment of the Common Areas, by lease or abandonment of such Owner's Building Lot, or by virtue of the fact that their voting and/or Common Area use rights have been restricted pursuant to the terms of this Declaration.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates, within the preceding twelve (12) month period that any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default of which the signor of such certificate had no actual knowledge.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner, upon becoming an Owner of a Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by any and all means available to it in law and in equity, including, without limitation, commencement and maintenance of a legal action, or exercise of the power of foreclosure and sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for tax liens for real property taxes on any Building Lot and assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Assessment issued hereunder, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such claim of lien), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all delinquent sums and charges in any given claim of lien or other satisfaction thereof, the Association shall cause to be recorded a

notice stating the satisfaction of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such notice before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho, as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the office of the County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust, or a mortgagee under a mortgage, upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage such Building Lot shall remain subject to this Declaration as amended.

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and any committees of the Association

shall be made available at the office of the Association or at such other place as the Board of such Association shall prescribe, for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, upon reasonable notice, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment by the requesting Member of the cost of reproducing copies of documents requested pursuant to this Article IX.

9.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents at the Association's expense.

ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on an architectural control committee (the "Architectural Committee"). Each member of the Architectural Committee shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner or Member of the Association. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Rights of Appointment. After the initial appointment by Grantor as set forth in Section 10.1, the Board shall have the exclusive right, at any time, and from time to time, to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint a member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including, without limitation, the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions or other Improvements contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes thereto as it deems appropriate, and/or upon the agreement of the Owner to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and other documentation submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, at the discretion of the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural

guidelines applicable to Building Lots located adjacent to public open space, private open space or other Common Area.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within forty-five (45) days after the date of filing said materials with the Architectural Committee.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent. Similarly, the disapproval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to grant approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Declaration, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the plans, specifications and other documents submitted to and approved by the Architectural Committee, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance issues and the Owner shall be required to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon receipt of such notice, the Board shall call a Special Meeting, as provided in the Bylaws, at which it shall authorize the Architectural Committee members and the applicable Owner to be heard. Based on such special meeting, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor any duly authorized Architectural Committee representative, shall be liable to the Association, any Owner, Grantor, or any other individual or entity, for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes, laws or regulations.

10.9 Variances. With respect to the approval and construction of Improvements, the Architectural Committee may authorize variances from provisions of this Declaration and any other rules and guidelines created by the Architectural Committee, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However, no variances will be granted allowing for construction of structures or Improvements by Owners in the Common Areas. All authorized variances must be evidenced in writing and must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Should Grantor own any property that is contiguous to the Property and, in Grantor's sole discretion, Grantor deems it desirable to annex some or all of such properties into the Subdivision (an "Annexed Tract"), such property may be annexed into the Subdivision and brought within the provisions of this Declaration as provided herein by Grantor at any time, and from time to time, without the approval of any Owner or the Association. The use and development of an Annexed Tract shall conform to all applicable land use regulations as such regulations are modified by variances.

11.2 Rights and Obligations of Owners of an Annexed Tract. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Annexed Tract, all provisions contained in the Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Annexed Tract shall be treated for all purposes as part of the Property as defined above. Without limiting the generality of the immediately preceding sentence, if an Annexed Tract becomes part of the Property, all Building Lots in the Annexed Tract shall be included for the purposes of the calculation set forth in Section 5.3.2 of this Declaration and such calculation shall be redone based on the inclusion of such Building Lots and Class B membership reinstated based on such recalculation. The Owners of lots located any Annexed Tract shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within any Annexed Tract shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts.

11.3 Method of Annexation. The addition of an Annexed Tract to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Annexed Tract, which shall be executed by Grantor or the owner of the Annexed Tract, and which shall cause the annexation of the Annexed Tract into the Subdivision. Thereupon each Annexed Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association, or, at the election of the Grantor, of a new Association established for the area encompassing the Annexed Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the owner of the Annexed Tract desirable to reflect the different character, if any, of the Annexed Tract, or as Grantor or such owner may deem appropriate in the development of the Annexed Tract. If any Annexed Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Annexed Tract, and the Association shall have the duty to maintain additional Common Area located within the Annexed Tract if so specified in any Supplemental Declaration.

11.4 De-annexation. Grantor may delete all or a portion of the Property, including, without limitation, previously Annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such de-annexed Property and provided that a Supplemental Declaration of Deletion of Property is recorded in the office of the County Recorder. Members other

than Grantor as described above shall not be entitled to de-annex all or any portion of the Property.

ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways; provided, however, this shall not be a limitation of the Association's right to restrict or suspend use of other portions of the Common Area pursuant to the terms of this Declaration. These easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over any portion of the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser. The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement

areas as shown on the Plat of the Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

12.5 Driveway Easements. Whenever a driveway is installed within the Property that in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or a driveway is installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of the Building Lot upon which the driveway is installed as is required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all

of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Easement for Corrective Action. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of performing any and all corrective and other action that it is entitled to take pursuant to the terms of this Declaration and any rules or regulations adopted by the Board or the Architectural Committee.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes and all Architectural Committee approval requirements.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor or the Association on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right for Grantor and for the Association, to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Specific Landscape Easement. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the

Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

12.12 Specific Easements Designated in Plat. Notwithstanding any provisions heretofore, the Grantor reserves, for the benefit of the Association, the specific easements for utility, drainage, irrigation and access as set forth on the recorded Plat for the Subdivision.

ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2023, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the County Recorder. If the consent of any governmental entity is required prior to dissolution of the Association, then the Association may not dissolve without first obtaining such consent.

13.2 Amendment.

13.2.1 By Grantor. Until the recordation of the first deed conveying a Building Lot to a party other than Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination, provided, however, the effect of such amendment shall be subject to the limitation set forth in Section 13.3. Any amendment affecting a particular Annexed Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed conveying a Building Lot in such Annexed Tract to a party other than Grantor or the owner of such Annexed Tract.

13.2.2 By Owners. Except where a greater percentage is expressly required in this Declaration, the provisions of this Declaration, other than this Article XIII, may be amended only by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association. Any such amendment must be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved as set forth above and such amendment shall be effective upon its recordation with the County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-

five percent (95%) of the voting power of the Association and must meet the requirements in the immediately preceding sentence to be effective.

13.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Building Lot that existed prior to the said amendment.

13.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust, or the mortgagee on a first mortgage, upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust or mortgage, such Building Lots shall remain subject to this Declaration, as amended.

13.4 Notices. Except as otherwise specifically set forth in this Declaration or in the Bylaws, any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address appearing on the Association's records. Such address may be changed from time to time by notice in writing to the Association's registered agent and to the Association's Secretary, as provided in this Section 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein; any Owner of any Building Lot shall have the right to enforce any or all of the provisions of this Declaration.

13.5.2 Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action by the Grantor, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, notwithstanding all other provisions in the Declaration to the contrary, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof and only if such self-help is preceded by notice to the Owner pursuant to the terms of this Declaration, and if notice is not addressed in a particular case, reasonable notice.

13.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.5.4 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

13.5.5 Non-Waiver. The failure to enforce any of the provisions of the Declaration at any time shall not constitute a waiver of the right to enforce any such provision.

13.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

13.6.1 Restrictions Construed Together. All of the provisions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision of the Declaration.

13.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

13.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

13.7 Successors and Assigns. Except with respect to the terms of Section 3.14 of this Declaration providing specific requirements for L assignment of the Grantor's rights, all references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

13.8 Mediation. Prior to the commencement of any legal or equitable proceedings with respect to the terms and provisions of this Declaration, the Articles, Bylaws or any decision by the Architectural Committee, the parties involved in the dispute are required to participate in a mediation to attempt resolution of the disputed matter, provided, however, this right to mediation shall not apply to disputes related to any Assessments. Unless the parties mutually agree otherwise, the mediation shall be non-binding, shall be held County, Idaho, and shall be performed in accordance with the then existing Idaho rule of civil procedure governing mediation (currently I.R.C.P. 16(k)). If Grantor is a party to the dispute, regardless of the identity of the opposing party, Grantor shall be entitled to payment by the opposing party of Grantor's fees and costs incurred prior to and as part of the required mediation. If the Association is a party to the dispute, so long as Grantor is not the opposing party (in which case the immediately preceding sentence shall apply), the Association shall be entitled to payment by the opposing party of the Association's fees and costs incurred prior to and as part of the required mediation. After unsuccessful, good faith, efforts to resolve claims and disputes by mediation, the parties shall have all rights and remedies otherwise available to them in law or equity.

ARTICLE XIV: ACHD STORMWATER DRAINAGE

14.1 Operation and maintenance of the storm water facilities at the Subdivision shall be governed by the operation and maintenance manual of storm drainage system for the Subdivision (the "O&M Manual") prepared by KM Engineering dated May 23, 2017, which manual may only be modified at the direction of the Board of the Association, with written approval by ACHD.

14.2 ACHD Storm Water Drainage System. Lots A portion of Lot 1 of Block 2 of the subdivision is servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument No. 2015-103256 official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

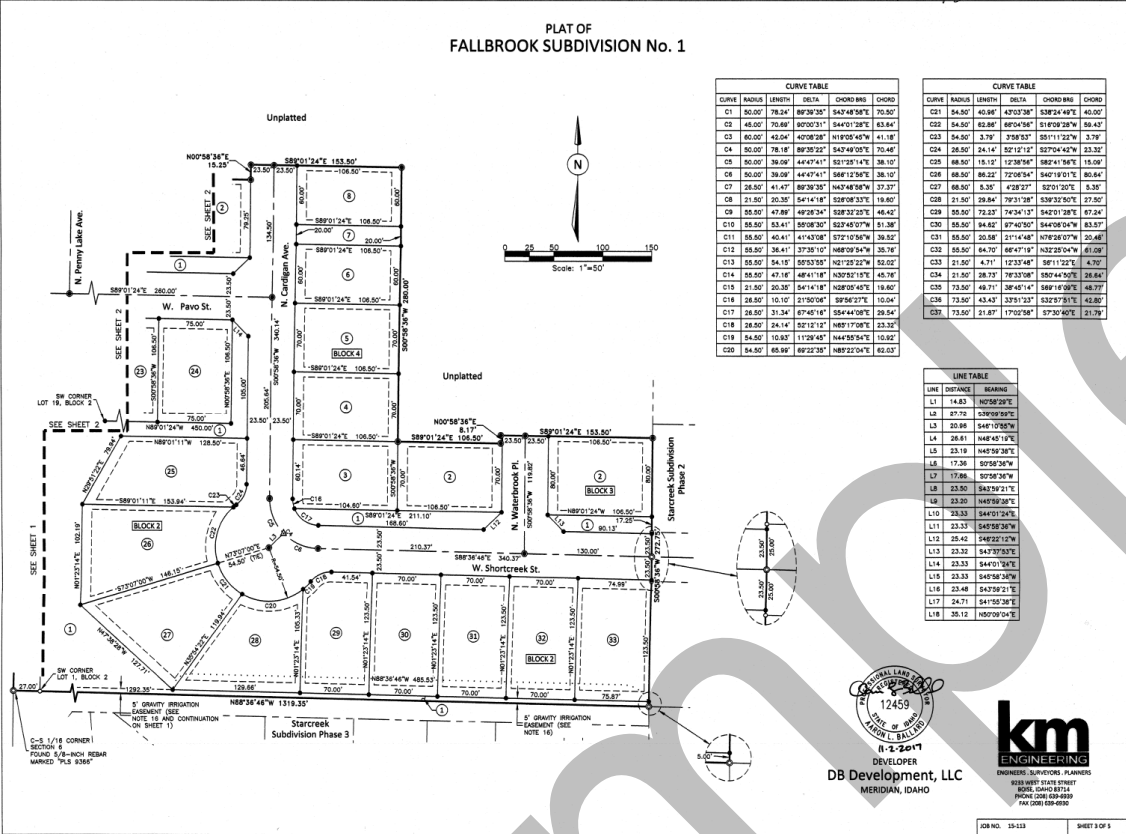
On this ____ day of _____, in the year 2018, before me, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me to be president, or vice president, or secretary or assistant secretary, of Corey Barton Homes, Inc., an Idaho Corporation (dba CBH Homes) that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

EXAMPLE

Pk 112 pg 1483



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FALLBROOK SUBDIVISION - PAGE 49 OF 51

42908.0021.10561495.1

BK 112 Pg 16485

PLAT OF
FALLBROOK SUBDIVISION No. 1

APPROVAL OF CITY ENGINEER
I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY, October 13, 2017, HEREBY APPROVE THIS PLAT.

[Signature]
CITY ENGINEER

APPROVAL OF CITY COUNCIL
I, THE UNDERSIGNED, CITY CLERK, IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL, HELD ON THE 13th DAY OF October, 2017, THIS FINAL PLAT WAS APPROVED AND ACCEPTED.



[Signature]
CITY CLERK
STAR, IDAHO

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS
THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 14th DAY OF October, 2017.



[Signature]
PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF COUNTY SURVEYOR
I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

[Signature]
COUNTY SURVEYOR
PLS #13553



2 November 2017
DATE

HEALTH CERTIFICATE
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 80, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTERS TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH SECTION 80-1306, IDAHO CODE, BY THE RESCANCE OF A CERTIFICATE OF DISAPPROVAL.

[Signature]
HEALTH OFFICER



CERTIFICATE OF THE COUNTY TREASURER
I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, FOR THE REQUIREMENTS OF I.C. 80-1306, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

[Signature]
COUNTY TREASURER
DEPUTY TREASURER



CERTIFICATE OF COUNTY RECORDER
STATE OF IDAHO }
ADA COUNTY }
I HEREBY CERTIFY THAT THE PLAT OF FALLBROOK SUBDIVISION No. 1 WAS FILED AT THE REQUEST OF km engineering AT 2:25 MINUTES PAST 2 O'CLOCK P.M. THIS DAY OF Jan 2018 A.S. IN MY OFFICE AND WAS DULY RECORDED AS BOOK 112 OF PLATS AT PAGES 16484 THRU 16485.
INSTRUMENT NUMBER 2018-002559

[Signature]
DEPUTY RECORDER
FEE \$26.00

[Signature]
EX-OFFICIO RECORDER



2-1-2017
DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO



JOB NO. 15-118 SHEET 5 OF 5

EXAM

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area. Such properties may include those lands intended for open space uses and which may be referred to as “non-buildable” lots per the Plat. Without limiting the generality of the foregoing, the Association shall perform the following:

5.5.2.1.1 Maintain, repair, or replace all school bus staging areas;

5.5.2.1.2 Maintain the integrity of the vision triangles as required by the Plat Conditions;

5.5.2.1.3 Maintain the development’s Common Area landscaping and open spaces, including temporary irrigation and furnishings located in all public rights-of-way;

5.5.2.1.4 Maintain the Subdivision’s non-publically dedicated park and pathway areas;

5.5.2.1.5 Participate in a Road Improvement District or utility local improvement district as the need for these improvements arise;

5.5.2.1.6 Provide for snow removal along pathways in the Common Areas so they are pedestrian accessible within 24 hours of a snow event;

5.5.2.1.7 If the Subdivision becomes part of a transit route(s), provide residents of the Subdivision with transit street furnishings; and

5.5.2.1.8 Repair and replacement of property damaged or destroyed by casualty loss.

Additionally, the Association may, in its discretion, limit or restrict the access and use of the Common Area to any Owner or Owners, other than Grantor, residing in the Subdivision. **The Association shall establish rules and regulations regarding the Owners’ use of Common Areas and Improvements located thereon.**

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan

Transportation Impact Analysis

Sadie Creek South Subdivision

Kuna, Idaho

PREPARED FOR
TIMOTHY ECK
Challenger Development, LLC
1977 Overland Road
Meridian, ID 83642

PREPARED BY
KITTELSON & ASSOCIATES, INC.
101 S Capitol Boulevard, Suite 600
Boise, ID 83702
208.338.2683

EXECUTIVE SUMMARY

Challenger Development, LLC is proposing to develop the Sadie Creek South subdivision which consists of approximately 170 single-family residential units in Kuna, Idaho, east of Luker Road and along the north side of King Road on approximately 32 acres of land. The parcels of land included in the property's site are zoned for Medium Density Residential (R-6).

Access to Sadie Creek South subdivision is proposed via two public street connections. The westmost access point is at Luker Road, approximately 375 feet north of the Luker Road / King Road intersection. The south access is located on King Road approximately 935 feet east of the Luker Road / King Road intersection. An additional residential street connection will connect the proposed development to the existing residential subdivision to the north via Rumney Avenue (currently a stubbed street). Additional stub streets will be built with the proposed development for connections to future development.

Currently, the site is undeveloped agricultural land. The expected build-out of the Sadie Creek South subdivision will be in a single phase and completed in year 2024. This TIS addresses the existing (2021) and background (2024) traffic conditions, as well as the property's impact in the build-out year 2024.

FINDINGS

Year 2021 Existing Conditions

- All study intersections operate at acceptable levels of service during the weekday a.m. and p.m. peak hours except for:
 - **SH 69 / Kuna Road (PM Peak Hour):**
 - The intersection operates under capacity ($V/C = 0.73$) but the critical westbound left-turn movement operates at LOS F, which exceeds ITD's desired threshold of LOS D or better.
- All study roadway segments operate at acceptable levels of service during the weekday a.m. and p.m. peak hours.
- Crash data from the study intersections and study roadway segments from the most recent five-year period (i.e., 2015-2019) was analyzed for any existing crash trends. Crash history for study intersections and roadways did not reveal safety issues at any study location.

Year 2024 Background Traffic Conditions

- Year 2024 background traffic volumes were forecasted using a 5% annual growth rate (compounded). This growth rate accounts for regional growth and the in-process developments in the study vicinity.

- Year 2024 background traffic analysis (without inclusion of site-generated traffic) found that all study intersections operate at acceptable levels of service during the weekday a.m. and p.m. peak hours except for:
 - **SH 69 / Kuna Road (PM Peak Hour):**
 - The intersection operates with a volume to capacity (V/C) ratio of 0.91 and the westbound left-turn movement operates at LOS F, which exceeds ITD's desired threshold of V/C = 0.90 and LOS D or better.
- All study roadway segments were found to operate within the ACHD segment level of service threshold under background year 2024 traffic conditions.

Trip Generation and Distribution

- The *ITE Trip Generation Manual, 10th Edition* was used to estimate the trip generation for the proposed Sadie Creek South subdivision.
- The proposed Sadie Creek South subdivision, with 170 single-family homes in the build-out year of 2024, is estimated to generate a total of 1,694 daily net new vehicle trips, of which 126 trips occur during the a.m. peak hour (32 inbound / 94 outbound) and 170 trips occur during the p.m. peak hour (107 inbound / 63 outbound).
- The distribution pattern for site-generated trips was developed by evaluating existing traffic patterns and major trip origins and destinations within the study area, as well as a select zone analysis from COMPASS' regional travel demand model.

Year 2024 Total Traffic Conditions

- Year 2024 total traffic conditions found that the site traffic did not impact any additional intersections not previously identified in the 2024 background traffic conditions.
- No additional mitigations beyond those identified in 2024 background conditions were required to mitigate 2024 total traffic conditions.
- The site accesses are expected to operate at acceptable levels of service during the weekday a.m. and p.m. peak hours.
- All study roadway segments were found to operate at acceptable levels of service under year 2024 traffic conditions.
- Traffic volumes on the local street connections to the proposed development will remain under the ACHD 2,000 ADT threshold.
- The percent of site traffic of year 2024 total traffic in the AM and PM peak hours for all study intersections are shown in Table 1 (on the next page).

Table 1. Percent of Site Traffic at Study Intersections for Year 2024 Total Traffic

Study Intersection	Site Traffic Volumes (AM/PM)	Year 2024 Total Traffic Volumes (AM/PM)	% of Site Generated Traffic (AM/PM)	Average % of Site Generated Traffic
SH 69 / Kuna Road	31 / 42	1480 / 1986	2.1% / 2.1%	2.1%
Stroebel Road / Kuna Road	37 / 52	617 / 754	6.0% / 6.9%	6.4%
Stroebel Road / King Road (West)	56 / 77	273 / 503	20.5% / 15.3%	17.9%
Stroebel Road / King Road (East)	60 / 82	225 / 409	26.7% / 20.0%	23.4%
Luker Road / King Road	22 / 27	204 / 383	10.8% / 7.0%	8.9%
Luker Road / Stagecoach Way	44 / 59	278 / 297	15.8% / 19.9%	17.8%
Swan Falls Road / Stagecoach Way	44 / 59	688 / 851	6.4% / 6.9%	6.7%

Turn Lane Warrant Evaluation

- The turn lane analysis for site accesses using ACHD procedures identified the need for a westbound right-turn lane at the proposed southern access, Site Access B / King Road intersection. No other turn lanes were warranted at any other proposed site access.
- The turn lane analysis for all two-way stop-controlled/T-intersections using ACHD procedures identified there was no need for turn lanes except for the following:
 - Stroebel Road / Kuna Road:
 - Northbound Left-Turn Lane
 - Eastbound Right-Turn Lane
 - Stroebel Road / King Road (East)
 - Northbound Right-Turn Lane
 - Stroebel Road / King Road (West)
 - Southbound Right-Turn Lane
 - Swan Falls Road / Stagecoach Way
 - Westbound Right-Turn Lane
- The turn lanes warranted at these study intersections are warranted in the year 2024 background traffic conditions and are not triggered by the proposed site generated traffic.

Site Access Evaluation

- There are two proposed public street accesses to the Sadie Creek South subdivision, both local streets.
- Local street spacing on Luker Road and King Road exceeds the ACHD minimum spacing requirements on a collector street and a minor arterial, respectively.
- The results from the queuing analysis found that the 95th percentile queue lengths can be accommodated.
- The required intersection sight distance evaluation identified that intersection sight distance can be achieved at all the site access intersections with the following actions:
 - Maintain vegetation and shrubbery and remove potential obstructions along Luker Road and King Road as necessary to obtain and maintain adequate intersection sight distance.

RECOMMENDATIONS

Based on the report's analyses and evaluation findings, recommendations were developed accordingly for time scenario's conditions.

Year 2021 Existing Traffic Conditions Mitigations

The following mitigations are recommended to accommodate the year 2021 existing traffic volumes to meet ACHD and ITD thresholds.

SH 69 / Kuna Road

- To meet ITD and ACHD operating standards, one of the following mitigations are recommended:
 - Construct a traffic signal, or
 - Construct this intersection as a reduced conflict U-turn intersection as planned in ITD's SH 69 Corridor Plan.
 - The development traffic accounts for approximately 2 percent of the proposed traffic at the intersection during both the weekday a.m. and p.m. peak hours.

Stroebel Road / King Road (East)

- Due to safety concerns associated with potential queuing on the northbound approach of this intersection that could interfere with the railroad tracks, Kittelson recommends one of the following two options as a potential mitigation:
 - Construct a new northbound right-turn lane. Provide a minimum 50-feet of storage and establish taper so to not interfere with railroad tracks; or

- Relocate the stop control to King Road (westbound approach) and reconfigure the northbound approach to be a free movement.

Year 2024 Background Traffic Condition Mitigations (Without the Proposed Development)

No additional mitigations beyond those identified for 2021 existing conditions are required to accommodate year 2024 background conditions without the proposed development.

Additional Year 2024 Mitigations Needed with the Sadie Creek South Subdivision

The following mitigations are recommended due to the inclusion of the Sadie Creek South subdivision's site generated trips.

Site Access B / King Road

- Construct a westbound right-turn lane with approximately 100 feet of vehicle storage.

All Site Accesses

- With approval from ACHD, construct all accesses to the development with the following designations:
 - All local streets within the development should be constructed with one travel lane in each direction.
 - Site driveways with access to public streets should provide sufficient stacking distance for four vehicles (100 feet) to ensure acceptable operation and accommodate larger vehicles, including utility service and delivery vehicles.
 - Site accesses along Luker Road and King Road should match the existing grade or be higher at the intersection to ensure the best possible sight distance.
 - All accesses and internal streets should be designated to provide adequate intersection sight distance. Shrubbery and landscaping near the intersection and site access point should be maintained to ensure adequate sight distance is maintained.



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.

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: Request to annex into the City of Kuna with the R-8 zoning district, preliminary plat for approximately 192 total lots comprised of 170 buildable lots, 20 common space lots and 2 common access lots

Date of Meeting: March 31, 2021 Time: 6:00 p.m.

Meeting Location: At project site - NE corner of Luker and King Roads

Site Information

Location: Quarter SE Section 25 Township 2N Range 1W Total Acres +/- 32
Subdivision Name: Sadie Creek South Lot n/a Block n/a

Address: S Luker Road

Parcel No(s): S1325438400

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: Corey Barton

Address: 1977 East Overland Road, Meridian, Idaho 83642

Contact Person

Name: Stephanie Hopkins

Business Name (if applicable): KM Engineering, LLP.

Address: 5725 North Discovery Way, Boise, Idaho 83713

Phone: 208.639.6939 Email: shopkins@kmengllp.com

Applicant

Name: Challenger Development

Address: 1977 East Overland Road, Meridian, Idaho 83642

Phone: _____ Email: _____

I, Stephanie Hopkins, 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: *Stephanie Hopkins* Date: 4.28.2021

SIGN IN SHEET

PROJECT NAME: Sadie Creek South

Date: March 31, 2021

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	<u>S. & B. Wasserman</u>	<u>1021 E. Ludlow</u>	<u>83634</u>	<u>510.331.5563</u>
2				
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30				

NEIGHBORHOOD MEETING MINUTES

Meeting Date: March 31, 2021 Number of Attendees: 2

Location: At project site - NE corner of Luker and King Roads

Project Description: Request to annex into the City of Kuna with the R-8 zoning district, preliminary plat for approximately 192 total lots comprised of 170 buildable lots, 20 common lots and 2 common access lots

Attendee Comments or Concerns: _____

- Questions about their existing fence and a new fence that could be required by the City.

Responded that the developer will likely include 6-foot vinyl fencing along the perimeter of the subdivision and will otherwise comply with City Code requirements.

- Question regarding the height of buildings adjacent to their home on the north boundary of Sadie Creek South.

Responded that we do not have any specific plans regarding 1- or 2- story homes throughout the subdivision

- Question regarding the Red Cloud Subdivision and how it will connect with the proposed subdivision

Responded that we will we connecting two street connections to the adjacent Red Cloud Subdivision but that open space will be separate between the two subdivisions

- Question regarding which part of the subdivision will come in first

Responded that it will probably be the northern part of the subdivision since we will be extending services from the Red Cloud Subdivision

I, Stephanie Hopkins, 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: *Stephanie Hopkins* Date: 4.28.2021



COMMITMENT TO PROPERTY POSTING

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

KUNA
Planning & Zoning

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

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

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

Print Name: Stephanie Hopkins

Signature: Stephanie Hopkins Date: 4.28.21



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

June 11, 2021

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

FILE NUMBER:	21-03-AN (Rezone), 21-02-S-S (Preliminary Plat) and 21-10-DR (Design Review), for the proposed SADIE CREEK SOUTH Subdivision.
PROJECT DESCRIPTION	The applicant requests to annex one parcel approx. 32 acres into Kuna City Limits with an R-8 (Medium Density Residential) zoning district classification and to subdivide the 32 acres into 192 total lots (170 residential lots, 22 common lots). The subject site is located at the NEC of S Luker Road and E King Road, within Section 25, Township 2 North, Range 1 West (APN: S1325438400).
SITE LOCATION	NEC of S Luker Road and E King Road, Kuna, Idaho, 83634.
APPLICANT	Challenger Development 1977 E Overland Road Meridian, ID 83642
REPRESENTATIVE	Stephanie Hopkins – KM Engineering, LLP 5725 N Discovery Way Boise, ID, 83713 208.639.6939 shopkins@kmengllp.com
SCHEDULED HEARING DATE	Tuesday, August 24, 2021 (<i>Tentative Date</i>) 6:00 P.M.
STAFF CONTACT	Doug Hanson DHanson@Kunald.Gov Phone: 208.287.1771 Fax: 208.922.5989

Enclosed is information to assist you with your consideration and response. **No response within 15 business days will indicate you have no objection or comments for this project.** We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. ***If your agency needs different plans or paper copies to review, notify our office know and we will send them. Please notify our office who future packets should be sent to, included their email as well.*** If your agency needs additional time for

review, please let our office know ASAP.

GALE MASLONKA
CHAIRMAN OF THE BOARD

RICHARD DURRANT
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-
TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

RECEIVED
JUN 25 2021
CITY OF KUNA

TEL: (208) 344-1141
FAX: (208) 344-1437

11 June 2021

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

RE: Sadie Creek South Sub.
S Luker Rd and E King Rd., Kuna 83634
Boise-Kuna Irrigation District
South Railroad Lateral 101+10
Sec. 5, T2N, R1W, BM.

21-03-AN, 21-02-S-S, 21-10-DR

BK-393 A

Doug Hanson:

There are no Boise Project facilities located on the above-mentioned property and our records indicate that the property does have a valid water right.


The developer must get in contact with the Boise Kuna Irrigation District and with the City of Kuna as to how the property will be irrigated.

Boise Project is requesting a hard copy of drainage and irrigation plans for this project.

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

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,


Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr

cc: Ray Moore Watermaster, Div; 3 BPBC
Alicia Flavel Secretary – Treasurer, BKID
File

Doug Hanson

From: Mike Fratusco <mfratusco@adacounty.id.gov>
Sent: Friday, June 11, 2021 11:13 AM
To: Doug Hanson
Subject: RE: City of Kuna Request for Comment Sadie Creek South Subdivision 21-03-AN, 21-02-S & 21-10-DR

Follow Up Flag: Follow up
Flag Status: Completed

I reviewed the information and I have no issues with the design of the subdivision. I have one main concern as it would be with any build in that area is delayed response due to the railroad tracks and limited resources. There are two Kuna Police Officers on at all times. Priority -2 and 3 calls require two deputy response which means one of those calls can tie up our resources for a decent amount of time. South Ada County Deputies do supplement our response, but their area of operation stretches from the Ada / Elmore County Border west to the Canyon County Border east and then south to Owyhee County. The extensive growth is stretching Emergency Services thin both to the south and to the east meaning response times to priority calls that may involve life and death can be delayed.

Mike

From: Doug Hanson <dhanson@kunaid.gov>
Sent: Friday, June 11, 2021 9:42 AM
To: Ada County Engineer <agilman@adaweb.net>; Ada County Highway District <planningreview@achdidaho.org>; Adam Ingram <adam.ingram@cableone.biz>; Beky Rone (Kuna USPS Addressing) <rebecca.i.rone@usps.gov>; Bobby Withrow <bwithrow@kunaid.gov>; Boise Project Board of Control <TRitthaler@boiseproject.org>; Brent Moore <bmoore@adacounty.id.gov>; Cable One TV <cheryl.goettsche@cableone.biz>; Catherine Feistner <cfeistner@kunaid.gov>; Central District Health Department <lbadigia@cdhd.idaho.gov>; Mike Fratusco <mfratusco@adacounty.id.gov>; COMPASS <cmiller@compassidaho.org>; David Reinhart <dreinhart@kunaschools.org>; DEQ <BRO.Admin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power Easements <easements@idahopower.com>; Idaho Power Easements 2 <kfunke@idahopower.com>; Intermountain Gas <bryce.ostler@intgas.com>; ITD <D3Development.Services@itd.idaho.gov>; J&M Sanitation <Chad.Gordon@jmsanitation.com>; Jace Hellman <jhellman@kunaID.gov>; Krystal Hinkle <khinkle@kunafire.com>; Lisa Holland <lholland@kunaid.gov>; Marc Boyer (Kuna Postmaster) <marc.c.boyer@usps.gov>; Megan Leatherman <mleatherman@adaweb.net>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation <terri@nyid.org>; Paris Dickerson <PDickerson@idahopower.com>; Paul Stevens <PStevens@kunaid.gov>; Jason Boal <jboal@adacounty.id.gov>; Robbie Reno <rreno@kunaschools.org>; TLawrence Kuna Fire <tlawrence@kunafire.com>
Subject: [EXTERNAL] City of Kuna Request for Comment Sadie Creek South Subdivision 21-03-AN, 21-02-S & 21-10-DR

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.

All,

Please find **PART 2** attached.

June 11, 2021

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

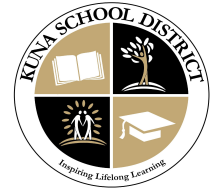
FILE NUMBER:	21-03-AN (Rezone), 21-02-S-S (Preliminary Plat) and 21-10-DR (Design Review), for the proposed SADIE CREEK SOUTH Subdivision.
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SITE LOCATION	NEC of S Luker Road and E King Road, Kuna, Idaho, 83634.
APPLICANT	Challenger Development 1977 E Overland Road Meridian, ID 83642
REPRESENTATIVE	Stephanie Hopkins – KM Engineering, LLP 5725 N Discovery Way Boise, ID, 83713 208.639.6939 shopkins@kmengllp.com
SCHEDULED HEARING DATE	Tuesday, August 24, 2021 (<i>Tentative Date</i>) 6:00 P.M.
STAFF CONTACT	Doug Hanson DHanson@Kunald.Gov Phone: 208.287.1771 Fax: 208.922.5989
Enclosed is information to assist you with your consideration and response. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i> We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4 th Street, Kuna, ID 83634. Please contact staff with questions. <i>If your agency needs different plans or paper copies to review, notify our office know and we will send them. Please notify our office who future packets should be sent to, included their email as well.</i> If your agency needs additional time for review, please let our office know ASAP.	

Best,

Doug Hanson
Planner II
City of Kuna
751 W 4th St
Kuna, ID 83634
dhanson@kunaid.gov
208.287.1771

Kuna School District

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



June 15, 2021

Dear Honorable Members of the Planning and Zoning Commission,

Kuna School District has experienced approximately 2% growth over the last few years. Based on the 2016 Kuna School District Growth Report and Demographic Forecast, we predict that these homes, when completed, will house 110 school aged children based on our calculation of .65 students per household which is the Ada County standard calculation. Approval of the Sadie Creek South Subdivision will affect enrollments at the following schools:

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

While it appears that our schools can accommodate children who may live in this new neighborhood our concern remains two fold:

First, this neighborhood is one of many that will impact the schools above. When all the approved developments in this region come to fruition, we will be well beyond our capacity in our current buildings. Without the ability to assess impact fees because of State law, Kuna School District will have to seek the support of voters for future bonds to support building projects.

Secondly, this particular development is in a location that may be difficult to transport students in a timely and safe manner because it is on the south side of the railroad tracks. We have chosen not to build a school south of the tracks because we believe that it is necessary to have schools within close proximity of emergency services.

The safety of our students is our first and foremost priority. With this in mind, we ask that you encourage the developer to also provide walkways that are lit beyond the minimum standards, bike paths and pedestrian access for our students. School capacity and transportation is addressed in Idaho Code 67-6508.

We remain open to dialogue with any patron, the City of Kuna or any developer.

Regards,

David Reinhart

Assistant Superintendent for School Services

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

Kuna School District

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



Doug Hanson

From: T.J. Lawrence <tlawrence@kunafire.com>
Sent: Tuesday, June 15, 2021 9:20 AM
To: Doug Hanson; Ada County Engineer; Ada County Highway District; Adam Ingram; Beky Rone (Kuna USPS Addressing); Bobby Withrow; Boise Project Board of Control; Brent Moore (Ada County); Cable One TV; Catherine Feistner; Central District Health Department; Chief Fratusco; COMPASS; David Reinhart; DEQ; Eric Adolfson; Idaho Power Easements; Idaho Power Easements 2; Intermountain Gas; ITD; J&M Sanitation; Jace Hellman; Krystal Hinkle; Lisa Holland; Marc Boyer (Kuna Postmaster); Megan Leatherman; Nampa Meridian Irrigation District ; New York Irrigation; Paris Dickerson; Paul Stevens; Planning Manager (Ada County Development Services); Robbie Reno
Subject: RE: City of Kuna Request for Comment Sadie Creek South Subdivision 21-03-AN, 21-02-S & 21-10-DR

No concern with the annexation.

T.J. Lawrence
Battalion Chief
Kuna Rural Fire District
PO Box 607
Kuna, Idaho 83634
Station 1:(208)922-1144
Fax:(208)922-1982



From: Doug Hanson <dhanson@kunaid.gov>
Sent: Friday, June 11, 2021 9:40 AM
To: Ada County Engineer <agilman@adaweb.net>; Ada County Highway District <planningreview@achdidaho.org>; Adam Ingram <adam.ingram@cableone.biz>; Beky Rone (Kuna USPS Addressing) <rebecca.i.rone@usps.gov>; Bobby Withrow <bwithrow@kunaid.gov>; Boise Project Board of Control <TRitthaler@boiseproject.org>; Brent Moore (Ada County) <bmoore@adacounty.id.gov>; Cable One TV <cheryl.goettsche@cableone.biz>; Catherine Feistner <cfeistner@kunaid.gov>; Central District Health Department <lbadigia@cdhd.idaho.gov>; Chief Fratusco <mfratusco@adacounty.id.gov>; COMPASS <cmiller@compassidaho.org>; David Reinhart <dreinhart@kunaschools.org>; DEQ <BRO.Admin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power Easements <easements@idahopower.com>; Idaho Power Easements 2 <kfunke@idahopower.com>; Intermountain Gas <bryce.ostler@intgas.com>; ITD <D3Development.Services@itd.idaho.gov>; J&M Sanitation <Chad.Gordon@jmsanitation.com>; Jace Hellman <jhellman@kunaID.gov>; Krystal Hinkle <khinkle@kunafire.com>; Lisa Holland <lholland@kunaid.gov>; Marc Boyer (Kuna Postmaster) <marc.c.boyer@usps.gov>; Megan Leatherman <mleatherman@adaweb.net>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation <terri@nyid.org>; Paris Dickerson <PDickerson@idahopower.com>; Paul Stevens <PStevens@kunaid.gov>; Planning Manager (Ada County Development Services) <jboal@adaweb.net>; Robbie Reno <rreno@kunaschools.org>; T.J. Lawrence <tlawrence@kunafire.com>
Subject: City of Kuna Request for Comment Sadie Creek South Subdivision 21-03-AN, 21-02-S & 21-10-DR

All,

Due to the size of the file the packet will be coming in two parts. Please find **PART 1** attached.

June 11, 2021

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

FILE NUMBER:	21-03-AN (Rezone), 21-02-S-S (Preliminary Plat) and 21-10-DR (Design Review), for the proposed SADIE CREEK SOUTH Subdivision.
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SCHEDULED HEARING DATE	Tuesday, August 24, 2021 (<i>Tentative Date</i>) 6:00 P.M.
STAFF CONTACT	Doug Hanson DHanson@Kunald.Gov Phone: 208.287.1771 Fax: 208.922.5989
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Best,

Doug Hanson
Planner II
City of Kuna

751 W 4th St
Kuna, ID 83634
dhanson@kunaid.gov
208.287.1771





ADA COUNTY DEVELOPMENT SERVICES

200 W. FRONT STREET, BOISE, IDAHO 83702-7300
<https://adacounty.id.gov/developmentservices>

PHONE (208) 287-7900
FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

June 15, 2021

Doug Hanson
Kuna City Planning Department
PO Box 13
Kuna, ID 83634

RE: 21-03-AN, 21-02-S / NEC of S Luker Road and S King Road / Sadie Creek South
Subdivision

Doug,

The City of Kuna has requested feedback regarding the proposed annexation and preliminary plat for the Sadie Creek South Subdivision, which will consist of 170 detached single-family homes on 32 acres located on the NEC of S Luker Road and S King Road (Parcel S1325438400).

Ada County is supportive of the application due to the proximity of the site to existing public services. *Goal 2.2f* of the Ada County Comprehensive Plan encourages residential development to occur at urban densities within Areas of City Impact where public facilities are available. The application is compatible with the Future Land Use Map of the Kuna Comprehensive Plan, as adopted by Ada County, which designates the majority of the site as *Medium Density Residential*, which is primarily intended for single-family homes at densities of three to eight dwelling units per acre. A portion of the site is not compatible with the Future Land Use Map, which designates the northeastern portion as *Technical*, which is primarily intended for such uses as technological parks, research and development, and wholesome businesses within enclosed structures. However, the site currently abuts residential development to the north and west, large residential lots to the south and east, and is contiguous to City of Kuna limits. Therefore, the proposed development is compatible with other development in the area.

Please feel free to contact me with any questions.

Sincerely,

Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 N Orchard Street, Boise, ID 83706
(208) 373-0550

Brad Little, Governor
Jess Byrne, Director

June 18, 2021

By e-mail: dhanson@kuna.id.gov

City of Kuna
751 W 4th St
Kuna, Idaho 83634

Subject: Sadie Creek South Subdivision, 21-03-AN/21-02-S-S/21-10-DR

Dear Mr. Hanson:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: <https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).
- All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.
- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.

- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.
- For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: deq.idaho.gov/water-quality/drinking-water.aspx). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.

- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. A Construction General Permit from EPA may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: <https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions, contact Albert Crawshaw, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website <https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/> for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

Response to Request for Comment

June 18, 2021

Page 5

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,

A handwritten signature in black ink that reads "Aaron Scheff". The signature is written in a cursive, flowing style.

Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2021AEK115



KUNA RURAL FIRE DISTRICT

EST. 1951

150 W BOISE ST
PO Box 607
Kuna, ID 83634
PHONE: (208) 922-1144
FAX: (208) 922-1982

Date: 6/22/2021
From: Kuna Rural Fire District

Regarding: Sadie Creek South Subdivision (Pre-Plat)
21-03-AN, 21-02-S-S
S Luker Road / E King Road
Kuna, ID 83634

The proposed subdivision will be approximately 2.1 miles from the existing Kuna Fire station with an estimated response time of 5 minutes. Two points of access to the 1st phase will be from S Luker road from the west and E King road from the south and the proposed phase will connect to the existing Sadie Creek Subdivision no.1 during phase 3. The Fire District can support approval for Sadie Creek South subdivision with the following conditions.

- Fire Apparatus Access:

Fire service access roadways shall comply with the Idaho Fire Code section 503 and appendix "D" and shall be maintained unobstructed during building construction. No Parking Fire Lane signs shall be installed in areas determined to have significant potential to obstruct emergency access and firefighting operations. Refer to IFC section 312 and appendix "D103.6" for details. Final determination will be subject to satisfactory field inspection.

- Premises Identification:

Homes shall be identified in accordance with section 505 of the Idaho Fire Code. Houses located on flag lots shall have address numbers placed in a location that can be readily identified by emergency service personnel from the addressed street. Additional signage may be necessary, as determined by the field inspector at the final building inspection.

- Fire Hydrants:

Fire hydrant shall be available along approved service roadways and within 600 lineal feet of the furthest exterior portion of each future residential building. Fire hydrant spacing shall comply with IFC appendix "C" and fire flows shall be designed to meet the minimum requirements of IFC appendix B105 for one- and two-family dwellings. Fire hydrants shall be fire flow tested and be operational prior to combustible materials being stocked on future building sites.

Regards,

Kuna Rural Fire District
Kuna, ID 83634
1.208.922.1144 (main)



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Catherine Feistner, E.I.T.
Asst. Kuna City Engineer
cfeistner@kunaid.gov
208-639-5347

Preliminary Plat Memorandum

TO: Jace Hellman - Planning and Zoning Director
FROM: Catherine Feistner, E.I.T. - Assistant Kuna City Engineer
RE: Public Works Comments for Sadie Creek South Subdivision
21-03-AN (Annexation), 21-02-S (Preliminary Plat), 21-10-DR (Design Review)
DATE: 23 June 2021

The Sadie Creek South Subdivision, located at the NE corner of S Luker Rd and E King Rd, annexation, preliminary plat, and design review with Planning and Zoning acceptance date of May 11, 2021 has been reviewed. The applicant wishes to annex with a City of Kuna (City) R-8 (high density residential) zone. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

These comments may be expanded or refined based on future land-use actions.

1. Inspection Fees

- a. An inspection fee will apply to inspect the final construction of water, sewer and irrigation facilities associated with this development.
- b. The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City.
- c. The developer's engineer and the City's inspector are permitted to coordinate inspections. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe. *Payment is due and payable prior to the pre-construction meeting.*
- d. The Kuna Rural Fire District's current hydrant flow testing and plat base fee are \$300.00 and \$75.00 respectively for a total of \$375.00. *Payment is due and payable prior to the pre-construction meeting.*

2. General

- a. The development site consists of 32.0 acres with Ada County Zone RUT (Rural-Urban Transition) zoning designation.
- b. The applicant requests the entire development site be rezoned from RUT to R-8 (high density residential) for 192 lots.
- c. The applicant requests 170 lots for single family residential lots.
- d. Project population is reckoned at approximately 3.18 people per household. The resultant projected population for this subdivision is approximately 541 people. This makes the realized

density approximately 17 people/acre. A commensurate impact on the City of Kuna's street infrastructure, pressurized irrigation, sewer, and water utilities will result.

- e. The preliminary plat shows three (5) total accesses to the subdivision, one (1) off of S. Luker Rd, one (1) off of E King Rd, two (2) to the original Sadie Creek Subdivision, and one (1) to the western property.
- f. At least two access points are required in a phase with more than 30 homes per Kuna Rural Fire District (KRFD). An emergency access may be required.
- g. A plan approval letter will be required if this project affects any local irrigation districts.
- h. Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
- i. All positional information shall be from the most recent state plane coordinate system.
- j. Provide engineering certification on all final engineering drawings.
- k. The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrances of the subdivision, at intersections, and at every 250' interval. Streetlights should be coincident with Fire Hydrants whenever possible. The streetlight standards drawing detail is K-1116 and can be located at <http://www.kunacity.id.gov/408/Engineering>
- l. KRFD requires fire hydrants at 500-foot intervals.

3. Right-of-Way

- a. Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
- b. Approaches onto classified streets must comply with ACHD approach policies.
- c. All street construction must meet or exceed City of Kuna and ACHD development standards.
- d. All city mainlines crossing proposed lots or located on the backs or sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.
- e. The KRFD Deputy Fire Marshal, or the representative, must approve fire access to the subdivision and any traffic calming measures.
- f. Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4. Sanitary Sewer

- a. The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected sewer load. City Code 6-4-2-O requires the subdivision to connect to the City sewer system.
- b. The proposed development is located in the Ten Mile Lift Station Sewage Basin, which does not have capacity for this development.
- c. All sewer infrastructure must meet or exceed City of Kuna requirements.
- d. Sewer flow models will be required to verify pipe sizes. The applicant will be required to pay for this service.
- e. Sewer connection fees apply to each lot containing a home or other facility.
- f. All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality requirements. Documentation shall be provided to the City of Kuna.
- g. This application shall conform to the sewer master plan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5. Potable Water

- a. The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected water demand. City Code 6-4-2-X requires the subdivision to connect to the City water system. City code 5-16-3-B.2 states public water utilities shall be extended to each parcel when water is available within three hundred (300) feet of the parcels.
- b. A 10-in. water mainline terminates approximately 260-ft north of the E King Rd and S Luker Rd intersection. The developer shall design and construct the extension of the 10-in. water line until the intersection. The developer shall design and construct the 12-in. water mainline on E King Rd to the eastern property frontage.
- c. All water infrastructure must meet or exceed City of Kuna requirements.
- d. Water flow models will be required to verify adequate water supply and fire suppression. The applicant will be required to pay for this service.
- e. Water connection fees apply to each lot containing a home or other facility.
- f. All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.
- g. This application shall conform to the water master plan as applicable.
- h. Fire hydrants are required in a layout acceptable to the KRFD.

6. Pressurized Irrigation

- a. The applicant's property possesses irrigation water rights and may connect to City's PI services.
- b. A 12-in. PI mainline terminates approximately 260-ft north of the E King Rd and S Luker Rd intersection. The developer shall design and construct the 12-in. PI along the remaining western frontage and southern frontage.
- c. Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-I.
- d. All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
- e. Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
- f. Pressurized irrigation flow model will be required to verify adequate pressurized irrigation supply. The applicant will be required to pay for this service.
- g. This application shall be conditioned to conform to the Pressure Irrigation Master Plan where applicable.

7. Grading and Storm Drainage

- a. Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
- c. Sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.
- d. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
- e. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.

- f. Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the City's Civil Engineering Construction Improvements Review. Provide a storm water disposal & treatment plan which accounts for increased on-site storm water runoff volumes. Provide detailed drawings of drainage & treatment facilities with supporting calculations for review and approval.

8. As-Built Drawings

- a. As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.

9. Property Description

- a. The applicant provided a preliminary plat and supporting documents as part of the application.

RECEIVED

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CITY OF KUNA

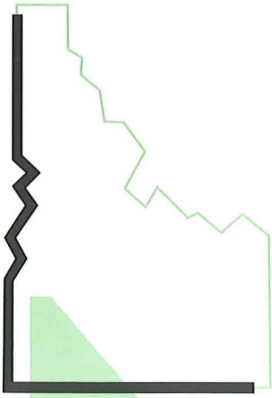
ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663



June 24, 2021

Doug Hanson, Planner I
City of Kuna
751 W. 4th Street
Kuna, ID 83634

RE: 21-03-AN/ Sadie Creek South Subdivision

Dear Doug:

Nampa & Meridian Irrigation District (NMID) has no comment on the above referenced application as it lies outside of our district boundaries. Please contact Thomas Ritthaler, Boise Project- Board of Control, at 208-344-1141 or 2465 Overland Road Room 202 Boise, ID 83705-3173.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. Developers must comply with Idaho Code 31-3805.

Sincerely,

David T. Duvall
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD/ gnf

Cc:

Office/ file
T. Ritthaler, Board of Control



APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000
BOISE PROJECT RIGHTS - 40,000



Ada County Transmittal
Division of Community and Environmental Health

Return to:

- ACZ
- Boise
- Eagle
- Garden City
- Meridian
- Kuna
- Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 21-02-S-S

Sadie Creek South

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - bedrock from original grade
 - waste flow characteristics
 - other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - interim sewage
 - individual sewage
 - community sewage system
 - central water
 - individual water
 - community water well
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - sewage dry lines
 - community sewage system
 - central water
 - community water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
 - food establishment
 - beverage establishment
 - swimming pools or spas
 - grocery store
 - child care center
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.
- 14. _____

Reviewed By: [Signature]
 Date: 6/25/2021

Communities in Motion 2040 2.0 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040 2.0* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

Development Name: Sadie Creek






Agency: Kuna

CIM Vision Category: Future Neighborhoods

New households: 170

New jobs: 0

Exceeds CIM forecast: No

	<p>CIM Corridor: None Pedestrian level of stress: N/A Bicycle level of stress: N/A</p>	<p>Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.</p>
	<p>Housing within 1 mile: 840 Jobs within 1 mile: 480 Jobs/Housing Ratio: 0.6</p>	<p>A good jobs/housing balance – a ratio between 1 and 1.5 – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.</p>
	<p>Nearest police station: 2.1 miles Nearest fire station: 2 miles</p>	<p>Developments within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.</p>
	<p>Farmland consumed: Yes Farmland within 1 mile: 1,024</p>	<p>Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.</p>
	<p>Nearest bus stop: >4 miles Nearest public school: 2.2 miles Nearest public park: 0.8 miles Nearest grocery store: 1.9 miles</p>	<p>Residents who live or work less than ½ mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.</p>

Recommendations

The proposal is on the fringe of urban development in an area removed from employment centers and existing public transportation. The closest transit services are located more than four miles away with no additional bus routes planned for this area.

South Rumney Avenue extends an existing road from an established subdivision to the north and would be more than ½ mile in length at completion. Consider redesigning the street layout or adding bulbouts, speed bumps, or other traffic calming measures to discourage speeding and improving safety for all modes.

More information about COMPASS and *Communities in Motion 2040 2.0*:

Web: www.compassidaho.org

Email info@compassidaho.org

More information about the development review process:

<http://www.compassidaho.org/dashboard/devreview.htm>



Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

October 29, 2021

Jamie Markosian, P.E. (Email)
Kittelson & Associates
101 S. Capitol Boulevard, Suite 600
Boise, ID 83702

Subject: Sadie Creek Subdivision TIS Review 1

The Ada County Highway District staff has completed the initial review of the submitted traffic impact study (TIS) for Sadie Creek Subdivision. Comments/recommendations provided by District Traffic Services and Planning Review staff are listed below:

1. Please provide the 24-hour segment count sheets for Stagecoach Way and Luker Road segments in the study.
2. Please address if there will be any queuing conflicts with the railroad between intersections 3 and 4 – Stroebel Road/King Road – East and West.
3. Discuss if a southbound right-turn at the intersection of Stroebel Road/King Road (west) and a northbound right-turn lane at the intersection of Stroebel Road/King Road (east) is feasible and practical given the limited space.
4. Please note in the study that a northbound right-turn lane was not warranted for the intersection of Swan Falls Road/Stagecoach Way due to right-turn volumes that are less than 10 vph, and note this for other intersections where turning volumes are less than 10 vph as applicable.
5. The right-turn lane warrant analysis for Luker Road/Access A is mislabeled as King Road/Access A.
6. Provide a turn lane analysis for King Road/Luker Road intersection and include the results in Table 14.
7. Provide the percent of site traffic of the 2024 total traffic in the peak hours for all the intersections in the study.

Please let me know if you have any questions.

Sincerely,



Paige Bankhead, E.I.
Assistant Traffic Engineer
Development Services

Cc (email): Doug Hanson – City of Kuna
Regan Hansen, Sarah Arjona - ITD



Project/File: **Sadie Creek South Subdivision/ KPP21-0009/ 21-03-AN/ 21-02-S/ 21-10-DR**
This is an annexation and rezone application to annex 32 acres into the City of Kuna with R-8 zoning, and a preliminary plat application and design review application for 170 residential lots and 22 common lots on 32 acres.

Lead Agency: City of Kuna

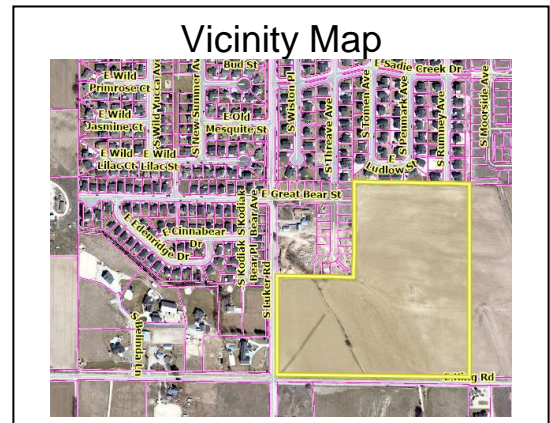
Site address: Northeast corner of Luker Road/King Road

Staff Approval: March 21, 2022

Applicant: Challenger Development
 1977 E. Overland Road
 Meridian, ID 83642

Representative: Stephanie Hopkins
 KM Engineering, LLP
 5725 N. Discovery Way
 Boise, ID 83713

Staff Contact: Paige Bankhead, E.I.
 Phone: 387-6293
 E-mail: pbankhead@achdidaho.org



A. Findings of Fact

- Description of Application:** The applicant is requesting approval of an annexation and rezone application to annex 32 acres into the City of Kuna with R-8 (Medium Density Residential) zoning, and a preliminary plat application and design review application for 170 residential lots and 22 common lots on 32 acres.

The City of Kuna’s Future Land Use Map designates this area as High Density Residential.

- Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Single Family Residential	R-6
South	Rural Residential (Ada County)	RR
East	Rural Urban Transition (Ada County)	RUT
West	Single Family Residential	R-2/R-1/R-6

- Site History:** ACHD has not previously reviewed this site for a development application.
- Transit:** Transit services are not available to serve this site.

5. **Pathway Crossings:** United States Access Board R304.5.1.2 Shared Use Paths. In shared use paths, the width of curb ramps runs and blended transitions shall be equal to the width of the shared use path.

AASHTO's Guidelines for the Development of Bicycle Facilities 5.3.5 Other Intersection Treatments: The opening of a shared use path at the roadway should be at least the same width as the shared use path itself. If a curb ramp is provided, the ramp should be the full width of the path, not including any flared sides if utilized. . . . Detectable warnings should be placed across the full width of the ramp.

FHWA's "Designing Sidewalks and Trails for Access" (1999) reflected common ADA-related concepts: Chapter 6, Page 16-6: The width of the ramp should be at least as wide as the average width of the trail to improve safety for users who will be traveling at various speeds. In addition, the overall width of the trail should be increased, so the curb ramp can be slightly offset to the side. The increased width reduces conflict at the intersection by providing more space for users at the bottom of the ramp.

6. **New Center Lane Miles:** The proposed development includes 1.02 centerline miles of new public road.
7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.
8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
 - King Road is listed in the CIP to be widened to 3-lanes from Meridian Road to Swan Falls Road between 2036 and 2040.
 - King Road is listed in the CIP to be widened to 3-lanes from Meridian Road to Locust Grove Road between 2036 and 2040.
 - The intersection of Swan Falls Road and King Road is listed in the CIP to be reconstructed as a single-lane roundabout between 2036 and 2040.
9. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.
 - The BMP identifies Luker Road and Kind Road as Level 2 facilities that will be constructed as part of a future ACHD project.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 1,694 additional vehicle trips per day; 170 additional vehicle trips per hour in the PM peak hour, based on the traffic impact study.
2. **Traffic Impact Study**

Kittelson & Associates, Inc. (Kittelson) prepared a traffic impact study for the proposed Sadie Creek South Subdivision . An executive summary of the findings **as presented by Consulting Firm can be found in Attachment 3**. The executive summary is **not the opinion of ACHD staff**. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices,

and may have additional requirements beyond what is noted in the summary. ACHD Staff comments on the submitted traffic impact study can be found below under staff comments.



Intersections and road segments evaluated in the study

a. Policy:

Mitigation Proposals: Mitigation recommendations shall be provided within the report. At a minimum, for each roadway segment and intersection that does not meet the minimum acceptable level of service planning threshold or v/c ratio, the report must discuss feasible measures to avoid or reduce the impact to the system. To be considered adequate, measures should be specific and feasible. Mitigation may also include:

- Revision to the Phasing Plan to coincide with the District’s planning Capital Projects.
- Reducing the scope and/or scale of the project.

Alternative Mitigation Measures: 7106.7.3 states that if traditional mitigation measures such as roadway widening and intersection improvements are infeasible as determined by ACHD, the TIS may recommend alternative mitigation measures. Alternative mitigation measures shall demonstrate that impacts from the project will be offset.

- If the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP); no alternative mitigation is required.
- If the impacted roadway segments and/or intersections are not programmed in either the IFYWP or the CIP; the applicant may (i) analyze the shoulder hour and (ii) provide a safety analysis to determine alternative mitigation requirements.
 - If the impacted roadway segments and intersections meet the minimum acceptable level of service planning thresholds in the shoulder hour the applicant may suggest feasible alternative mitigation such as: sidewalks, bike facilities, connectivity, safety improvements, etc. within 1.5 miles of the proposed development.
 - If the shoulder hour planning thresholds are exceeded the applicant may request to enter into a Development Agreement and pay into the Priority

Corridor Fund an amount determined by the ACHD to offset impacts from the project.

- Alternative Mitigation may also include:
 - Revision to the Phasing Plan to coincide with the District's future Capital Projects.
 - Reducing the scope and/or scale of the project.

Level of Service Planning Thresholds: District Policy 7206.4.1 states that, Level of Service Planning Thresholds have been established for principal arterials and minor arterials within ACHD's Capital Improvement Plan and are also listed in section 7106. Unless otherwise required to provide a Traffic Impact Study under section 7106, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that currently exceeds the minimum acceptable level of service planning threshold or V/C ratio.

- b. Staff Comments/Recommendations:** Staff agrees with the analysis and findings in the traffic impact study. The following intersections and road segments exceed ACHD's acceptable LOS planning thresholds under either the existing, 2025 background or total traffic conditions based on the study analysis. Road segments not listed are projected to meet ACHD LOS thresholds under all conditions.

All intersections in the study are projected to meet ACHD's acceptable level of service (LOS) planning thresholds in the peak hours under the 2024 total traffic conditions.

The study recommends constructing a dedicated westbound right-turn lane on King Road at Site Access B. The applicant should be required to construct this turn lane consistent with the study recommendations.

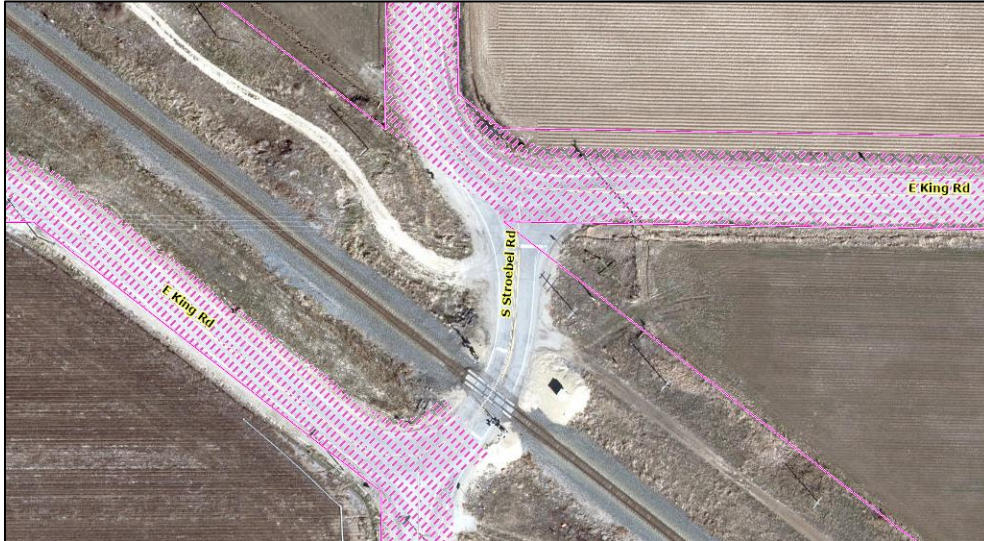
The study recommends constructing the following under the 2024 total traffic conditions. The percentage of site traffic to the 2024 total traffic for the intersection is also listed:

- Stroebel Road/King Road intersection (East/Intersection 3)- Northbound right-turn lane– 23%
- Stroebel Road/Kuna Road - Northbound left-turn lane and eastbound right-turn lane – 6%
- Swan Falls Road/Stagecoach Way – Westbound right-turn lane – 7%

Typically, the applicant would be required to construct a dedicated westbound right-turn lane at the intersection of Swan Falls Road/Stagecoach Way since the site traffic is more than 10% of the 2024 total peak hour traffic, consistent with the District's Level of Service Planning Thresholds Policy. However, staff does not recommend that the applicant be required to construct this turn lane due to the fact that there is not enough existing right-of-way to accommodate this turn lane making this mitigation infeasible and the intersection is projected to operate acceptably under the 2024 total traffic conditions.

The intersection of King Road/Stroebel Road (east/intersection 3) is currently stop-controlled on the northbound approach. This intersection is just 100-feet north of the railroad tracks and the study recommends the construction of a northbound right-turn lane to ensure that the northbound traffic does not queue onto the railroad tracks. As an alternative mitigation, the study also recommends relocating the stop control of the intersection of King Road to the westbound approach and reconfigure the northbound approach to be a free movement, which would require straightening the segment of Stroebel Road. However, this mitigation is not feasible because it

is located outside of ACHD right-of-way, shown below, and therefore ACHD cannot require this mitigation.



ACHD right-of-way shown in pink

In addition, the peak hour site traffic is less than 10% of the total traffic at the intersection of King Road/Stroebel Road, as well as at Stroebel Road/Kuna Road. Therefore, consistent with District Policy for Level of Service Planning Thresholds which states that a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that exceeds the minimum acceptable level of service planning threshold or V/C ratio, and the fact that the intersections are projected to meet ACHD’s acceptable level of service planning thresholds, the applicant should not be required to construct the recommended turn lanes at the intersections.

SH-69/Kuna Road (Off-site)

The study recommends signaling the intersection of SH-69/Kuna Road under the existing traffic conditions. This intersection is under the jurisdiction of the Idaho Transportation Department (ITD). ITD has not required any improvements to the intersection with this development since the development contributes only 2% to the 2024 total peak hour traffic at this intersection.

3. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service	Existing Plus Project
King Road	1,300-feet	Minor Arterial	255	Better than “D”	Better than “D”
Strobel Road	0-feet	Arterial	295	Better than “D”	Better than “D”
Stagecoach Way	0-feet	Collector	200 (AM)	Better than “D”	Better than “D”
Luker Road	660-feet	Collector	180 (AM)	Better than “D”	Better than “D”

* Acceptable level of service for a two-lane minor arterial is “E” (575 VPH).

* Acceptable level of service for a two-lane collector is “D” (425 VPH).

4. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for King Road east of Luker Road was 1,887 on 4/21/2021.
- The average daily traffic count for Stroebel Road north of King Road was 1,334 on 4/21/2021.
- The average daily traffic count for Stagecoach Way east of Swan Falls Road 2,446 on 4/21/2021.
- The average daily traffic count for Luker Road north of King Road was 610 on 4/21/2021.

C. Findings for Consideration

1. King Road

a. **Existing Conditions:** King Road is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for King Road (45-feet from centerline and 25-feet from section line).

b. **Policy:**

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

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

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of King Road is designated in the MSM as a Residential Arterial with 3-lanes with on-street bike lanes, a 46-foot street section within 74-feet of right-of-way.

- c. **Applicant Proposal:** The applicant has proposed to widen King Road to 25-feet from centerline, and construct curb, gutter and a 7-foot wide attached concrete sidewalk within the existing right-of-way.
- d. **Staff Comments/Recommendations:** The applicant's proposal for pavement widening to 25-feet with curb and gutter exceeds District Policy which requires arterial roads abutting a development to be improved with pavement widening to 17-feet from centerline and a 3-foot wide gravel shoulder abutting the site. In addition, ACHD will not accept additional pavement widening beyond the required per Policy or curb and gutter on King Road with this development application due to the fact that this would create an inconsistent street section on King Road that could create confusion for drivers, the final design for King Road for the future ACHD widening project has not been completed and constructing curb and gutter for only a segment of King Road may create drainage issues in the surrounding area. Therefore, the applicant should be required to widen the pavement on King Road abutting the site to 17-feet from centerline with a 3-foot wide gravel shoulder and a minimum 5-foot wide detached concrete sidewalk located a minimum of 39-feet from the centerline of the road.

The applicant should be required to construct a dedicated right-turn lane at Access B, or Motherwell Avenue, when Motherwell Avenue is constructed to intersect King Road consistent with the traffic impact study recommendations, and dedicate additional right-of-way as necessary to accommodate the turn lane. Compensation will not be provided for pavement widening or right-of-way dedication.

The ACHD GIS Mapping System for ACHD CIP projects shows that King Road will continue to be centered on the centerline of the road and not the section line when ACHD widens the road segment in the future. There is already 45-feet of right-of-way from the centerline of King Road abutting the site, which exceeds the required right-of-way in the MSM and CIP. Therefore, staff does not recommend that any additional right-of-way dedication be required on King Road, except to accommodate the construction of the dedicated westbound right-turn lane.

The applicant will be required to relocate the existing irrigation facilities outside of the right-of-way for King Road abutting the site.

2. Luker Road

- a. **Existing Conditions:** Luker Road is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Luker Road (28-feet from centerline).
- b. **Policy:**

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

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

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

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. This segment of Luker Road is designated in the MSM as a Residential Collector with 2-lanes and on-street bike lanes, a 36-foot street section within 50-feet of right-of-way.

- c. **Applicant Proposal:** The applicant has proposed to improve Luker Road abutting the site as ½ of a 36-foot wide residential collector street section with curb, gutter and 5-foot wide attached concrete sidewalk within the existing right-of-way.
- d. **Staff Comments/Recommendations:** The applicant's proposal meets District Policy and should be approved as proposed, except for the sidewalk width and rolled curb proposed. The applicant should be required to improve Luker Road with vertical curb with an attached 7-foot wide or 5-foot wide detached concrete sidewalk with a minimum 6-foot wide planter strip consistent with District Policy. If street trees are desired, an 8-foot wide planter strip is required.

For detached sidewalk located outside of the right-of-way, provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind the back of sidewalk.

3. Internal Local Roads

a. **Existing Conditions:** There are no existing local roads within the site. There are 2 local roads Durlerton Avenue and Rumney Avenue, that stub to the site's north property line, and one local road, Great Bear Street, that stubs to the site's west property line.

b. **Policy:**

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

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

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

- c. **Applicant's Proposal:** The applicant has proposed to extend Rumney Avenue, Great Bear Basin, and Durliton Avenue into the site and construct all internal local roads as 36-foot wide local street sections with rolled curb, gutter, 5-foot wide attached concrete sidewalk within 50-feet of right-of-way.
- d. **Staff Comments/Recommendations:** The applicant's proposal meets District Policy and should be approved, as proposed.

4. Roadway Offsets

- a. **Existing Conditions:** There are no existing roads within the site.

- b. **Policy:**

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Collector Offset Policy: District policy 7206.4.5, states that the preferred spacing for a new local street intersecting a collector roadway to align or offset a minimum of 330-feet from any other street (measured centerline to centerline).

Local Offset Policy: District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

- c. **Applicant's Proposal:** The applicant has proposed to construct one local road, Motherwell Avenue, to intersect King Road, a minor arterial road, 920-feet east of Luker Road.

The applicant has proposed to construct one local road, Falkirk Street, to intersect Luker Road, a collector road, 365-feet north of King Road.

- d. **Staff Comments/Recommendations:** The applicant's proposal meets District Policy and should be approved, as proposed.

5. Stub Streets

- a. **Existing Conditions:** There are 2 local roads Durliton Avenue and Rumney Avenue, that stub to the site's north property line, and one local road, Great Bear Street, that stubs to the site's west property line.

- b. **Policy:**

Stub Street Policy: District policy 7207.2.4.3 (local) states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7207.2.4 (local), except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: 7207.2.4.4 (local requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

- c. **Applicant Proposal:** The applicant has proposed to construct one local road, Bearsden Street, to stub to the site's east property line 695-feet north of King Road.
- d. **Staff Comments/Recommendations:** The applicant's proposal meets District Policy and should be approved, as proposed. The applicant should be required to install a sign at the terminus of Bearsden Street that states, "THIS ROAD WILL BE EXTENDED IN THE FUTURE." A temporary cul-de-sac is not required since the street segment is less than 150-feet long.

6. Traffic Calming

- a. **Speed Control and Traffic Calming Policy (Local):** District policy 7207.3.7 states that the design of local street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. These alternative methods may require maintenance and/or license agreement.
- b. **Staff Comments/Recommendations:** The applicant has proposed to construct Rumney Avenue, Tomen Avenue and Iverness Street with straight segments (deflection angles that are less than 45 degrees) than 750-feet. In addition, when Durlerton Avenue is extended into the site it will be longer than 750-feet. Therefore, prior to the construction plan submittal to ACHD, the applicant should be required to submit a revised preliminary plat to ACHD that shows the streets have less than 750-feet of straight segments or install passive traffic calming measures. Stop signs, valley gutters and speed humps are not allowed. If bulb-outs are proposed, they should be designed and located with careful consideration to ADA requirements, driveway locations, drainage and emergency services access. Traffic calming measures should be spaced every 200 to 500-feet with a maximum of 500-feet between traffic calming measures.

7. Irrigation Lateral Crossing

The District will require that the applicant submit the plans for the crossing of the irrigation lateral that runs north/south through the site for review and approval prior to the pre-construction meeting and final plat approval. Note: all plan submittals for bridges or pipe crossings of irrigation facilities should be submitted to ACHD for review no later than December 15th for construction in the following year prior to irrigation season.

8. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

9. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

10. Other Access

King Road is classified as minor arterial roadway, Luker Road is classified as a collector road. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Prior to the construction plan submittal to ACHD, submit a revised preliminary plat to ACHD that shows that Rumney Avenue, Tomen Avenue and Iverness Street have been redesigned to have less than 750-feet of straight segments or install passive traffic calming measures. Stop signs, valley gutters and speed humps are not allowed. If bulb-outs are proposed, they should be designed and located with careful consideration to ADA requirements, driveway locations, drainage and emergency services access. Traffic calming measures should be spaced every 200 to 500-feet with a maximum of 500-feet between traffic calming measures.
2. Widen the pavement on King Road abutting the site to 17-feet from centerline and construct a 3-foot wide gravel shoulder. ACHD will not accept additional pavement widening or curb and gutter on King Road with this development application.
3. Construct a minimum 5-foot wide detached concrete sidewalk located a minimum of 39-feet from the centerline of King Road abutting the site.
4. Construct a dedicated westbound right-turn lane on King Road at Motherwell Avenue when Motherwell Avenue is constructed to intersect King Road. Dedicate additional right-of-way to accommodate the turn lane as needed. Compensation will not be provided for right-of-way dedication or pavement widening.
5. Relocate the existing irrigation facilities outside of the right-of-way for King Road abutting the site.
6. Improve Luker Road abutting the site as ½ of a 36-foot wide residential collector street section with vertical curb, gutter and 7-foot wide attached or 5-foot wide detached concrete sidewalk with a 6-foot wide planter strip within the existing right-of-way.
7. Extend the local roads Rumney Avenue, Great Bear Basin, and Durleton Avenue into the site, as proposed.
8. Construct one local road, Motherwell Avenue, to intersect King Road, a minor arterial road, 920-feet east of Luker Road, as proposed.
9. Construct Falkirk Street, a local road, to intersect Luker Road, a collector road, 365-feet north of King Road, as proposed.
10. Construct all internal local roads as 36-foot wide local street sections with rolled curb, gutter, 5-foot wide attached concrete sidewalk within 50-feet of right-of-way.
11. Construct one local road, Bearsden Street, to stub to the site's east property line 695-feet north of King Road, as proposed. Install a sign at the terminus of Bearsden Street that states, "THIS ROAD WILL BE EXTENDED IN THE FUTURE." A temporary cul-de-sac is not required since the street segment is less than 150-feet long.

12. For detached sidewalk located outside of the right-of-way, provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind the back of sidewalk. If street trees are desired, an 8-foot wide planter strip is required.
13. Submit the plans for the crossing of the irrigation lateral that runs north/south through the site for review and approval prior to the pre-construction meeting and final plat approval. Note: all plan submittals for bridges or pipe crossings of irrigation facilities should be submitted to ACHD for review no later than December 15th for construction in the following year prior to irrigation season.
14. Direct lot access is prohibited onto King Road and Luker Road and shall be noted as such on the final plat.
15. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.
16. Payment of impact fees is due prior to issuance of a building permit.
17. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized

representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

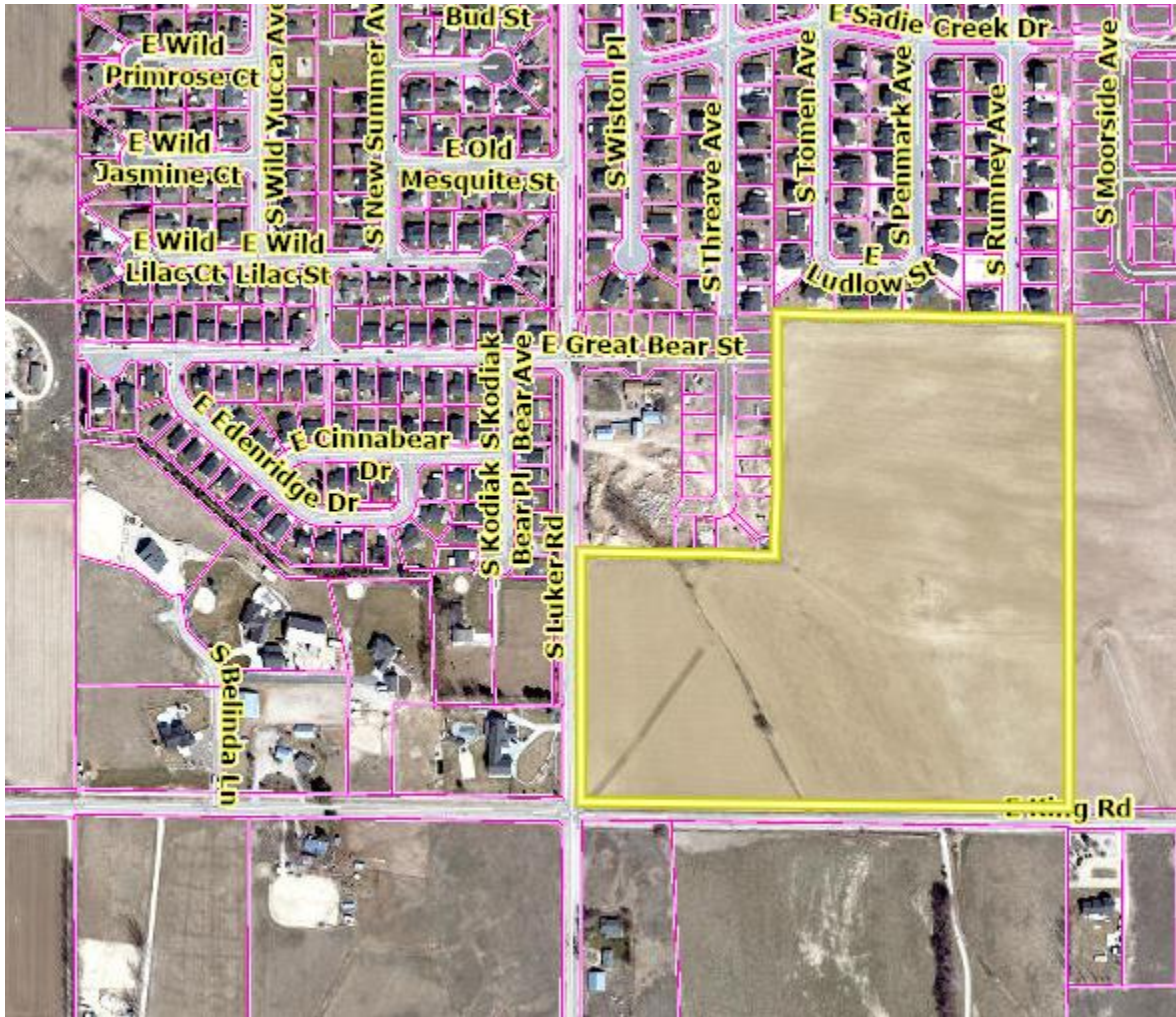
F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

1. Vicinity Map
2. Site Plan
3. Traffic Impact Study Executive Summary
4. Utility Coordinating Council
5. Development Process Checklist
6. Request for Reconsideration Guidelines OR Appeal Guidelines

VICINITY MAP



SITE PLAN



EXECUTIVE SUMMARY

Challenger Development, LLC is proposing to develop the Sadie Creek South subdivision which consists of approximately 170 single-family residential units in Kuna, Idaho, east of Luker Road and along the north side of King Road on approximately 32 acres of land. The parcels of land included in the property's site are zoned for Medium Density Residential (R-6).

Access to Sadie Creek South subdivision is proposed via two public street connections. The westmost access point is at Luker Road, approximately 375 feet north of the Luker Road / King Road intersection. The south access is located on King Road approximately 935 feet east of the Luker Road / King Road intersection. An additional residential street connection will connect the proposed development to the existing residential subdivision to the north via Rumney Avenue (currently a stubbed street). Additional stub streets will be built with the proposed development for connections to future development.

Currently, the site is undeveloped agricultural land. The expected build-out of the Sadie Creek South subdivision will be in a single phase and completed in year 2024. This TIS addresses the existing (2021) and background (2024) traffic conditions, as well as the property's impact in the build-out year 2024.

FINDINGS

Year 2021 Existing Conditions

- All study intersections operate at acceptable levels of service during the weekday a.m. and p.m. peak hours except for:
 - **SH 69 / Kuna Road (PM Peak Hour):**
 - The intersection operates under capacity ($V/C = 0.73$) but the critical westbound left-turn movement operates at LOS F, which exceeds ITD's desired threshold of LOS D or better.
- All study roadway segments operate at acceptable levels of service during the weekday a.m. and p.m. peak hours.
- Crash data from the study intersections and study roadway segments from the most recent five-year period (i.e., 2015-2019) was analyzed for any existing crash trends. Crash history for study intersections and roadways did not reveal safety issues at any study location.

Year 2024 Background Traffic Conditions

- Year 2024 background traffic volumes were forecasted using a 5% annual growth rate (compounded). This growth rate accounts for regional growth and the in-process developments in the study vicinity.



- Year 2024 background traffic analysis (without inclusion of site-generated traffic) found that all study intersections operate at acceptable levels of service during the weekday a.m. and p.m. peak hours except for:
 - **SH 69 / Kuna Road (PM Peak Hour):**
 - The intersection operates with a volume to capacity (V/C) ratio of 0.91 and the westbound left-turn movement operates at LOS F, which exceeds ITD's desired threshold of V/C = 0.90 and LOS D or better.
- All study roadway segments were found to operate within the ACHD segment level of service threshold under background year 2024 traffic conditions.

Trip Generation and Distribution

- The *ITE Trip Generation Manual, 10th Edition* was used to estimate the trip generation for the proposed Sadie Creek South subdivision.
- The proposed Sadie Creek South subdivision, with 170 single-family homes in the build-out year of 2024, is estimated to generate a total of 1,694 daily net new vehicle trips, of which 126 trips occur during the a.m. peak hour (32 inbound / 94 outbound) and 170 trips occur during the p.m. peak hour (107 inbound / 63 outbound).
- The distribution pattern for site-generated trips was developed by evaluating existing traffic patterns and major trip origins and destinations within the study area, as well as a select zone analysis from COMPASS' regional travel demand model.

Year 2024 Total Traffic Conditions

- Year 2024 total traffic conditions found that the site traffic did not impact any additional intersections not previously identified in the 2024 background traffic conditions.
- No additional mitigations beyond those identified in 2024 background conditions were required to mitigate 2024 total traffic conditions.
- The site accesses are expected to operate at acceptable levels of service during the weekday a.m. and p.m. peak hours.
- All study roadway segments were found to operate at acceptable levels of service under year 2024 traffic conditions.
- Traffic volumes on the local street connections to the proposed development will remain under the ACHD 2,000 ADT threshold.

Turn Lane Warrant Evaluation

- The turn lane analysis for site accesses using ACHD procedures identified the need for a westbound right-turn lane at the proposed southern access, Site Access B / King Road intersection. No other turn lanes were warranted at any other proposed site access.



- The turn lane analysis for all two-way stop-controlled/T-intersections using ACHD procedures identified there was no need for turn lanes except for the following:
 - Stroebel Road / Kuna Road:
 - Northbound Left-Turn Lane
 - Eastbound Right-Turn Lane
 - Stroebel Road / King Road (East)
 - Northbound Right-Turn Lane
 - Stroebel Road / King Road (West)
 - Southbound Right-Turn Lane
 - Swan Falls Road / Stagecoach Way
 - Westbound Right-Turn Lane
- The turn lanes warranted at these study intersections are warranted in the year 2024 background traffic conditions and are not triggered by the proposed site generated traffic.

Site Access Evaluation

- There are two proposed public street accesses to the Sadie Creek South subdivision, both local streets.
- Local street spacing on Luker Road and King Road exceeds the ACHD minimum spacing requirements on a collector street and a minor arterial, respectively.
- The results from the queuing analysis found that the 95th percentile queue lengths can be accommodated.
- The required intersection sight distance evaluation identified that intersection sight distance can be achieved at all the site access intersections with the following actions:
 - Maintain vegetation and shrubbery and remove potential obstructions along Luker Road and King Road as necessary to obtain and maintain adequate intersection sight distance.

RECOMMENDATIONS

Based on the report's analyses and evaluation findings, recommendations were developed accordingly for time scenario's conditions.



Year 2021 Existing Traffic Conditions Mitigations

The following mitigations are recommended to accommodate the year 2021 existing traffic volumes to meet ACHD and ITD thresholds.

SH 69 / Kuna Road

- To meet ITD and ACHD operating standards, one of the following mitigations are recommended:
 - Construct a traffic signal, or
 - Construct this intersection as a reduced conflict U-turn intersection as planned in ITD's SH 69 Corridor Plan.
 - The development traffic accounts for approximately 2 percent of the proposed traffic at the intersection during both the weekday a.m. and p.m. peak hours.

Year 2024 Background Traffic Condition Mitigations (Without the Proposed Development)

No additional mitigations beyond those identified for 2021 existing conditions are required to accommodate year 2024 background conditions without the proposed development.

Additional Year 2024 Mitigations Needed with the Sadie Creek South Subdivision

The following mitigations are recommended due to the inclusion of the Sadie Creek South subdivision's site generated trips.

Site Access B / King Road

- Construct a westbound right-turn lane with approximately 100 feet of vehicle storage.

All Site Accesses

- With approval from ACHD, construct all accesses to the development with the following designations:
 - All local streets within the development should be constructed with one travel lane in each direction.
 - Site driveways with access to public streets should provide sufficient stacking distance for four vehicles (100 feet) to ensure acceptable operation and accommodate larger vehicles, including utility service and delivery vehicles.
 - Site accesses along Luker Road and King Road should match the existing grade or be higher at the intersection to ensure the best possible sight distance.
 - All accesses and internal streets should be designated to provide adequate intersection sight distance. Shrubbery and landscaping near the intersection and site access point should be maintained to ensure adequate sight distance is maintained.



Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD **Planning Review Section** will receive the development application to review
- The **Planning Review Section** will do one of the following:
 - Send a “**No Review**” letter to the applicant stating that there are no site specific conditions of approval at this time.
 - Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For **ALL** development applications, including those receiving a “**No Review**” letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

Driveway or Property Approach(s)

- Submit a “Driveway Approach Request” form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

Working in the ACHD Right-of-Way

- Four business days prior to starting work have a bonded contractor submit a “Temporary Highway Use Permit Application” to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50’ or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

Sediment & Erosion Submittal

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

Idaho Power Company

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

- Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.

- a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.

- b. The request must be in writing and delivered to the Secretary of the Highway District no later than 11:00 a.m. 2 days prior to the Commission's next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.
- c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.
- d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.
- e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.
- f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.



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

Director
Doug Hanson
dhanson@kunaid.gov

Planner III
Troy Behunin
tbehunin@kunaid.gov

Planner II
Jessica Reid
jreid@kunaid.gov



July 26, 2022

RE: Sadie Creek South Annexation, Preliminary Plat & Design Review

Dear Mrs. Hopkins,

The sewer basin in which Sadie Creek South (APN: S1325438400) is located, is fully committed and cannot support additional sewer connections at this time.

The Planning and Zoning and Public Works Departments cannot support an application within this sewer basin until a solution is put in place to create additional sewer capacity.

If you wish to proceed with the development application, please be aware that staff will provide a recommendation of Denial to both the Planning and Zoning Commission and City Council.

Sincerely,

Jessica Reid
Planner II

Cc: Doug Hanson, Planning and Zoning Director
Public Works Department

From: [Stephanie Hopkins](#)
To: [Jessica Reid](#)
Cc: [Doug Hanson](#); [PWoffice](#)
Subject: RE: Sadie Creek South
Date: Tuesday, August 23, 2022 8:28:03 AM
Attachments: [image001.png](#)

Hi Jessica,

I apologize for the delay in getting back to you. Our client would like to proceed with this application, could you please send over a letter of completeness so we can be scheduled for hearing?

Thank you!

Stephanie Hopkins
Land Planning Manager
KM ENGINEERING
[5725 North Discovery Way | Boise, ID 83713](#)
208.639.6939

From: Stephanie Hopkins
Sent: Wednesday, July 27, 2022 1:12 PM
To: Jessica Reid <jreid@kunaid.gov>
Cc: Doug Hanson <dhanson@kunaid.gov>; PWoffice <PWoffice@kunaid.gov>
Subject: RE: Sadie Creek South

Thank you, Jessica.

I have forwarded this along to our client. I will let you know how they'd like to proceed.

Thanks,

Stephanie Hopkins
Land Planning Manager
KM ENGINEERING
[5725 North Discovery Way | Boise, ID 83713](#)
208.639.6939

From: Jessica Reid <jreid@kunaid.gov>
Sent: Tuesday, July 26, 2022 4:19 PM
To: Stephanie Hopkins <shopkins@kmengllp.com>
Cc: Doug Hanson <dhanson@kunaid.gov>; PWoffice <PWoffice@kunaid.gov>
Subject: Sadie Creek South

Good Afternoon Stephanie,

Please see the attached Sewer Basin Notification Letter. If you could please review with your client & notify our office of how they would like to proceed, I would appreciate it.

Sincerely,

Jessica Reid

Planner II

751 W 4th Street • Kuna, ID 83634

jreid@kunaid.gov • Ph: (208) 387-7731

