



**Development Application Transmittal**

**Link to Project Application:** [Sky Mesa Highlands AZ, PP H-2019-0123](#)

**Transmittal Date:** 11-21-2019

**Hearing Date:** 1-2-2020

**Assigned Planner:** Sonya Allen

*To view the City of Meridian Public Records Repository, [Click Here](#)*

The above "Link to Project Application" will provide you with any further information on the project.

The City of Meridian is requesting comments and recommendations on the application referenced above. To review the application and project information please click on the application link above. The City of Meridian values transparency and makes a variety of information available to the public online through our public records repository.

We request that you submit your comments or recommendations prior to the hearing date specified above. When responding, please reference the file number of the project. If responding by email, please send comments to [cityclerk@meridiancity.org](mailto:cityclerk@meridiancity.org).

For additional information associated with this application please contact the City of Meridian Planner identified above at 208-884-5533.

Thank you,

City Clerk's Office  
33 E. Broadway Ave., Meridian, Idaho 83642  
Phone: 208.888.4433|Email: [cityclerk@meridiancity.org](mailto:cityclerk@meridiancity.org)



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## **Hearing Date: January 2, 2020**

File No.: H-2019-0123

Project Name: Sky Mesa Highlands

Request: Annexation of 31.96 acres of land with an R-4 zoning district; and preliminary plat consisting of 75 building lots, 11 common lots and 2 other lots on 30.6 acres of land in the proposed R-4 zoning district, by HHS Construction, LLC.

Location: The site is located at the NWC of S. Eagle Rd. and E. Lake Hazel Rd., in the SE ¼ of Section 32, Township 3N., Range 1E.

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STAFF USE ONLY:

Project name: Sky Mesa Highlands
File number(s):
Assigned Planner: Sonya Related files:

Type of Review Requested (check all that apply)

- Accessory Use (check only 1)
Daycare
Home Occupation
Home Occupation/Instruction for 7 or more
Administrative Design Review
Alternative Compliance
Annexation and Zoning
Certificate of Zoning Compliance
City Council Review
Comprehensive Plan Map Amendment
Comprehensive Plan Text Amendment
Conditional Use Permit
Conditional Use Modification (check only 1)
Director
Commission
Development Agreement Modification
Final Plat
Final Plat Modification
Landscape Plan Modification
Preliminary Plat
Private Street
Property Boundary Adjustment
Rezone
Short Plat
Time Extension (check only 1)
Director
Commission
UDC Text Amendment
Vacation (check only 1)
Director
Commission
Variance
Other

Applicant Information

Applicant name: HHS Construction, LLC - Todd Tucker Phone: 208-618-2157

Applicant address: 729 S. Bridgeway Place Email: ttucker@boisehunterhomes.com

City: Eagle State: ID Zip: 83616

Applicant's interest in property: Own Rent Optioned Other

Owner name: Donald Cantrell Phone: 208-869-3993

Owner address: PO Box 5099 Email: spudsrinc@yahoo.com

City: Boise State: ID Zip: 83705

Agent/Contact name (e.g., architect, engineer, developer, representative): Scott Wonders

Firm name: J-U-B Engineers Phone: 208-376-7330

Agent address: 250 S. Beechwood Avenue Email: swonders@jub.com

City: Boise State: ID Zip: 83709

Primary contact is: Applicant Owner Agent/Contact

Subject Property Information

Location/street address: NW Corner of Eagle & Lake Hazel Township, range, section: 3N, 1E, 32

Assessor's parcel number(s): R1835500100 & S1132449300 Total acreage: 30.6 Zoning district: RUT

Project/subdivision name: Sky Mesa Highlands

General description of proposed project/request: Annexation into Meridian City with the R-4 Zone.

Preliminary Plat for a single-family residential subdivision with 75 buildable lots.

Proposed zoning district(s): R-4

Acres of each zone proposed: 30.6 of R-4 zoning

Type of use proposed (check all that apply):

Residential  Office  Commercial  Employment  Industrial  Other \_\_\_\_\_

Who will own & maintain the pressurized irrigation system in this development? Home Owners Association

Which irrigation district does this property lie within? New York Irrigation District / Boise Project Board of Control

Primary irrigation source: \_\_\_\_\_ Secondary: \_\_\_\_\_

Square footage of landscaped areas to be irrigated (if primary or secondary point of connection is City water): \_\_\_\_\_

**Residential Project Summary (if applicable)**

Number of residential units: 75 Number of building lots: 75

Number of common lots: 11 Number of other lots: 2 (shared driveway)

Proposed number of dwelling units (for multi-family developments only):

1 bedroom: \_\_\_\_\_ 2-3 bedrooms: \_\_\_\_\_ 4 or more bedrooms: \_\_\_\_\_

Minimum square footage of structure (excl. garage): 1,800 s.f. Maximum building height: 29 feet

Minimum property size (s.f.): 8,000 s.f. Average property size (s.f.): 11,000 s.f.

Gross density (Per UDC 11-1A-1): 2.45 DU/Acre Net density (Per UDC 11-1A-1): 3.96 DU/Acre

Acreage of qualified open space: 4.76 acres Percentage of qualified open space: 15.5%

Type and calculations of qualified open space provided in acres (Per UDC 11-3G-3B): Open grassy areas greater than 50' X 100' in area, and linear open space that is 50' x 800' with a pedestrian path and access on each end.

Amenities provided with this development (if applicable): Open Space, Pedestrian Path, Access to Sky Mesa Amenities

Type of dwelling(s) proposed:  Single-family Detached  Single-family Attached  Townhouse

Duplex  Multi-family  Vertically Integrated  Other \_\_\_\_\_

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

Number of building lots: \_\_\_\_\_ Common lots: \_\_\_\_\_ Other lots: \_\_\_\_\_

Gross floor area proposed: \_\_\_\_\_ Existing (if applicable): \_\_\_\_\_

Hours of operation (days and hours): \_\_\_\_\_ Building height: \_\_\_\_\_

Total number of parking spaces provided: \_\_\_\_\_ Number of compact spaces provided: \_\_\_\_\_

**Authorization**

Print applicant name: Todd Tucker

Applicant signature: Todd Tucker Date: 10 / 23 / 19



# BOISE HUNTER HOMES

Via Hand Delivery

October 23, 2019

Bill Parsons, Planning Supervisor  
Meridian City Community Development  
33 E. Broadway Street  
Meridian, ID 83642

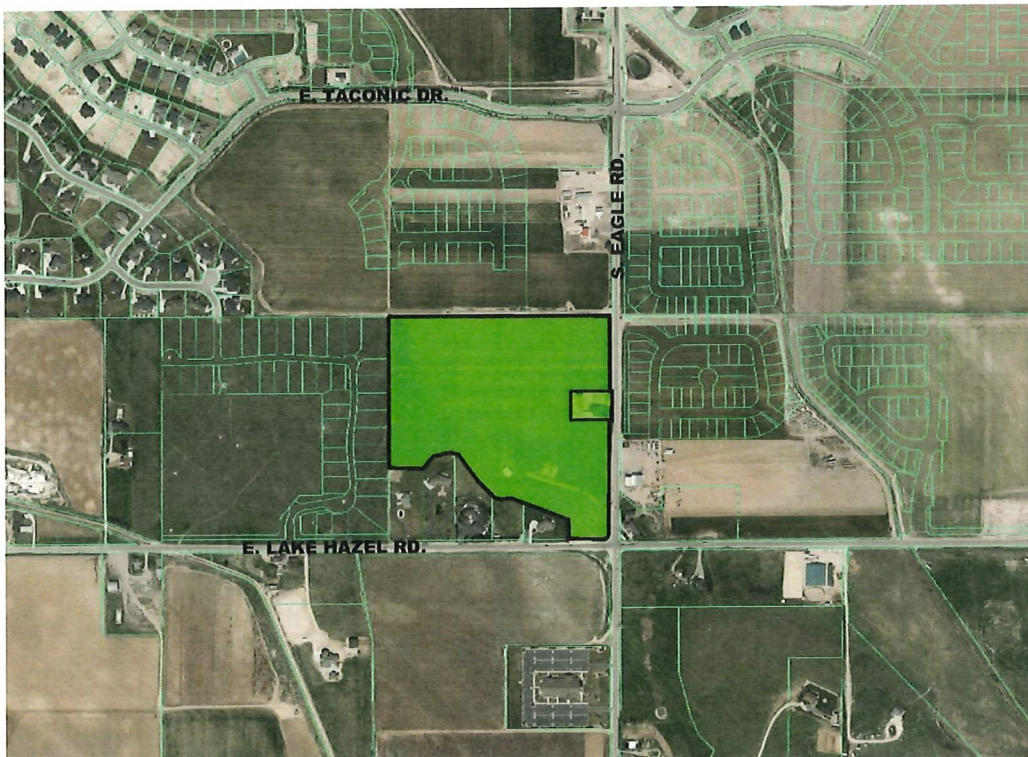
RE: Sky Mesa Highlands Annexation/Rezone, and Preliminary Plat Applications

Dear Bill,

Boise Hunter Homes is pleased to submit the enclosed Annexation/Rezone and associated Preliminary Plat Application (collectively, the "Applications") for the next phase of the Sky Mesa development named Sky Mesa Highlands.

The subject properties are approximately 30.6 acres in size and located at the northwest corner of Eagle Road and Lake Hazel Road. The property is located directly to the south of the Sky Mesa Commons subdivision. The properties included in the applications are:

Parcel Number	Approximate Acres	Current Zoning
R1835500100	29.66	RUT
S1132449300	1.00	RUT



## **Annexation/Rezone**

**Annexation** - The subject properties are currently zoned RUT in Ada County. The properties are located within the City of Meridian's Area of Impact. The property abuts the City of Meridian city limits along the northern, western, eastern, and southern property lines. Annexation of these properties will fulfill the City of Meridian's desire for orderly development.

The property is identified as Low Density Residential on the current Future Land Use Map. However, it is proposed to be changed to Medium Density Residential on the new Future Land Use Map that was recommended for approval by the Meridian Planning and Zoning Commission on October 17, 2019. The Low Density Residential land use allows for one to three dwelling units per acre, with a preferred zoning of either R-2 (Low-Density Residential) or R-4 (Medium Low-Density Residential). The Medium Density Residential land use allows for three to eight dwelling units per acre, with a preferred zoning of R-4 (Medium Low-Density Residential), R-8 (Medium-Density Residential), or TN-R (Traditional Neighborhood Residential).

**Rezone** - The subject properties are proposed to be rezoned from RUT in Ada County to R-4 (Medium Low-Density Residential District) within the City of Meridian. The R-4 zone allows four dwelling units per acre and has a minimum lot size of 8,000 square feet. The associated subdivision is in compliance with these standards as it has a gross density of 2.45 dwelling units per acre and a net density of 3.96 dwelling units per acre. The smallest lot within the subdivision is approximately 8,300 square feet. A draft Development Agreement is being submitted with the rezone.

## **Preliminary Plat**

**Subdivision Design** - The proposed preliminary plat for the Sky Mesa Highlands subdivision includes 75 residential lots and 13 common lots on approximately 30.6 acres of land. The 75 residential lots all meet the minimum lot size of 8,000 square feet for the requested R-4 Zone. The majority of the lots within the subdivision are 65 feet wide and the average lot size is approximately 11,000 square feet. This is consistent with the lots located within the other phases of the Sky Mesa development.

Lot 29, Block 1 is currently a parcel of land that is improved with a single-family home and three accessory structures. It is being included in the subdivision as a platted lot because it cannot be verified as a legal parcel of record. No changes are proposed to this property. An access easement is being provided to this lot over Lot 30, Block 1 which is a common lot. The easement is being provided to allow the current owner, who resides at 3000 Lake Hazel Road access to the parcel through the subdivision. If Lot 29, Block 1 ever is redeveloped in the future vehicular access can then be provided from inside the subdivision eliminating the need for an access on Eagle Road.

**Open Space & Amenities** - The 13 common lots are comprised of 11 open space lots and two shared driveway lots. The total common area is 5.36 acres with 4.76 acres of that area meeting the qualified open space standards. A pedestrian pathway will connect the eastern and western sides of the subdivision through a common lot located within Block 3. In addition, to the open space and pedestrian pathway located within the boundaries of this subdivision, are the amenities provided within the other phases of Sky Mesa.

The residents within this subdivision will be included within the greater Sky Mesa Homeowners Association and will be granted access to all of the amenities throughout the development. Those amenities include: Two swimming pools, sports fields, walking paths, playground structures, a swing set, and a basketball court.

**Sewer Service** - The subdivision will be serviced by the existing eight inch sewer main running within the Sky Mesa Commons subdivision. The connection will occur at the north boundary of the Sky Mesa Highlands subdivision.

**Water Service** - The subdivision will be serviced by the existing eight inch water mains running within the Sky Mesa Commons subdivision. The connections will be made at the north boundary of the Sky Mesa Highlands subdivision.

**Pressure Irrigation** - Primary pressure irrigation will be provided by the Boise Project Board of Control via the existing Sky Mesa pressure irrigation system. SPF Water Engineering has performed a hydraulic analysis of the entire community (i.e Sky Mesa and Sky Mesa Commons Subdivisions), including the proposed Sky Mesa Highlands, and determined that facilities within the Sky Mesa subdivision consisting of a new irrigation holding pond and an upgraded pump will be sufficient to serve this subdivision. The pond and pump upgrades are scheduled for winter of 2019.

**Storm Drainage** - Storm drainage will be mitigated by detention/retention ponds, and/or underground seepage bed disposal in accordance with ACHD design criteria.

**Roadways** - Vehicular access is provided to the subdivision from two public street connections within the Sky Mesa Commons subdivision located directly to the north. S. Pioneer Trail Way is located on the west side of the subdivision and S. Cubola Way is located towards the center of the development. The internal streets will have a 33 foot wide street section (back-of-curb to back-of-curb) allowing for on street parking on both sides of the street. In addition, five foot wide sidewalks that are separated from the curb by an eight foot wide planter strip will be provided on both sides of the street.

The west side of Eagle Road, as it abuts the subdivision, will be improved with a five foot wide sidewalk that is separated from the street by a 22.4 foot wide drainage swale and a three foot wide gravel shoulder.

The north side of Lake Hazel Road, as it abuts the subdivision, will be improved with a seven foot wide sidewalk that is separated from the street by a 22.4 foot wide drainage swale and a three foot wide gravel shoulder.

**Waiver Request** – We are requesting a waiver to Section 11-3A-6.B.3 that requires irrigation ditches, laterals, sloughs or canals to be piped or otherwise covered. We plan on leaving the existing open irrigation ditch (Grimmett Lateral) open along the western boundary of the subdivision. Once it reaches the northwest corner of the subdivision it will be piped as it courses along the northern boundary of the subdivision. In addition, we are requesting a waiver to Section 11-3A-6.E of the Unified Development Code that requires irrigation easements wider than ten feet to be included within a common lot. The easement for the Grimmett Lateral that runs along the western boundary of the subdivision will be 45 feet wide and it will be 30 feet wide as it runs along the northern boundary of the subdivision.

**Neighborhood Meeting**

The required neighborhood meeting was held on October 14, 2019, at a model home located within the Sky Mesa Subdivision. The preliminary plat was presented as well as exhibits depicting the open space and amenities.

**Conclusion**

The proposed Annexation/Rezone and Preliminary Plat applications for the Sky Mesa Highlands subdivision were created after carefully considering the Meridian Unified Development Code, Comprehensive Plan, site location, and surrounding neighborhoods. We look forward to discussing the Applications with you in greater detail.

Sincerely,

A handwritten signature in blue ink that reads "Todd Tucker". The signature is written in a cursive style with a large initial "T" and a long horizontal stroke extending to the left.

Todd Tucker



## DEVELOPMENT AGREEMENT

- PARTIES:
1. City of Meridian
  2. Donald Cantrell, Owner
  2. Sky Mesa Development, LLC, Developer

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between, the **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **Sky Mesa Development, LLC** whose address is 729 S. Bridgeway Place, Eagle, Idaho 83616 hereinafter called OWNER/DEVELOPER.

### 1. RECITALS:

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit "A" for each owner, which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of re-zoning that the Owner/Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for annexation and zoning of the Property described in Exhibit "A", requesting a designation of Medium Low-Density Residential District (R-4) under the UDC and generally describing how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings both before the Meridian Planning & Zoning Commission and before the Meridian City Council, as to how the subject Property will be developed and what improvements will be made; and

- 1.6 **WHEREAS**, the record of the proceedings for the requested annexation and zoning designation of the subject Property held before the Planning & Zoning Commission, and subsequently before the City Council, includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction, and received further testimony and comment; and
- 1.7 **WHEREAS**, City Council, the \_\_\_\_ day of \_\_\_\_\_, 2020, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order ("Findings"), which have been incorporated into this Agreement and attached as Exhibit "B"; and
- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on the final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in their best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at their urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure re-zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on October 11, 2016, Resolution No. 16-1173, and the UDC, Title 11.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the City of Meridian, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.

- 3.2 **OWNER:** means and refers to Donald Cantrell, whose address is 3000 E. Lake Hazel Road, Meridian, Idaho 83642 the party that own said Property and shall include any subsequent owner(s) of the Property.
  - 3.3 **DEVELOPER:** means and refers Sky Mesa Development, LLC, whose address is 729 S. Bridgeway Place, Eagle, Idaho 83616, the party that is developing said Property and shall include any subsequent owner/developer(s) of the Property.
  - 3.4 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as described in Exhibit "A" describing the parcels to be re-zoned R-4 (Medium Low-Density Residential District) attached hereto and by this reference incorporated herein as if set forth at length.
4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.
    - 4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.
    - 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.
5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**
    - 5.1. Developer shall develop the Property in accordance with the following special conditions:
      - 5.1.1 Future development of this site shall be general consistent with the preliminary plat, landscape plan, and building elevations (photos) depicted in Exhibit "A" of the Staff Report and the conditions noted in said staff report that is an exhibit to the Findings of Fact and Conclusions of Law, attached hereto as Exhibit "B".
      - 5.1.2 The subdivision shall contain 8,000 square foot minimum lot sizes with a maximum residential lot count of 75 building lots.
      - 5.1.3 Any two story homes that are constructed on Lots 9-15, and Lots 31-38, Block 1 may be visible from S. Eagle Road, an arterial street. Therefore, the rear elevations of two story homes shall incorporate articulation through changes in two or more of the following: material type, projections, recesses, step-backs, bays, banding, pop-outs, porches, balconies or other architectural elements to break up monotonous wall planes, and roof lines.

- 5.1.5 The height of structures located on Lots 15-27, Block 3 shall be limited to a maximum height of five feet below the building pad elevation of the property located at 3000 E. Lake Hazel Road, which is estimated to be 2760. The height of the homes will be measured from ground level to the highest peak of the roof.
- 5.1.6 Direct lot access to E. Lake Hazel Drive and S. Eagle Road is prohibited in accord with UDC 11-3A-3.
- 5.1.7 The Developer shall be responsible for all costs associated with the sewer and water service extension.
- 5.1.8 The existing amenities (i.e. clubhouse, swimming pools, playgrounds, sports fields/courts, parking lots) located within the Sky Mesa and Sky Mesa Commons subdivisions, will be available for use by the residents within the Sky Mesa Highlands subdivision.

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within two (2) years after the date of the Findings for the annexation and zoning or it is null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner's/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this Agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice as described in Section 7.2, Owner/Developer shall be deemed to have consented to modification of this Agreement and de-annexation and reversal of the zoning designations described herein, solely against the offending portion of Property and upon City's compliance with all applicable laws, ordinances and rules, including any applicable provisions of Idaho Code §§ 67-6509 and 67-6511. Owner/Developer reserves all rights to contest whether a default has occurred. This Agreement shall be

enforceable in the Fourth Judicial District Court in Ada County by either City or Owner/Developer, or by any successor or successors in title or by the assigns of the parties hereto. Enforcement may be sought by an appropriate action at law or in equity to secure the specific performance of the covenants, agreements, conditions, and obligations contained herein.

7.4 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7.5 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record either a memorandum of this Agreement or this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the re-zoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure that installation of the improvements, which the Owner/Developer agrees to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owners and/or Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

**CITY:**  
City Clerk  
City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

with copy to:  
City Attorney  
City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

**OWNER:**  
Donald Cantrell  
3000 E. Lake Hazel Road  
Meridian, Idaho 83642

**DEVELOPER:**  
Sky Mesa Development, LLC  
729 S. Bridgeway Place  
Eagle, Idaho 83616

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this sections.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer of the Property, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole



and reasonable discretion, had determined that Owner/Developer has fully performed its obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

21.1 No condition governing the uses and/or conditions governing re-zoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

22. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

**ACKNOWLEDGMENTS**

IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

**OWNER:**

Donald Cantrell

\_\_\_\_\_  
By:

**DEVELOPER:**

Sky Mesa Development, LLC

\_\_\_\_\_  
By:

**CITY OF MERIDIAN**

Mayor Tammy de Weerd

\_\_\_\_\_  
By:

**ATTEST:**

C. Jay Coles, City Clerk

\_\_\_\_\_  
By:

STATE OF IDAHO     )  
                              : ss:  
County of Ada,        )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Donald Cantrell**, known or identified to me to be the owner of the property, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO     )  
                              : ss:  
County of Ada,        )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of **Sky Mesa Development, LLC**, and acknowledged to me that he executed the same on behalf of said Limited Liability Company.

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

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

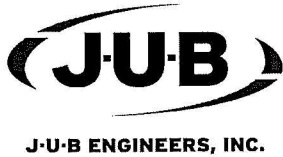
STATE OF IDAHO     )  
                              : ss:  
County of Ada        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, personally appeared **Tammy de Weerd** and **C. Jay Coles**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

SKY MESA HIGHLANDS SUBDIVISION  
CITY OF MERIDIAN ANNEXATION  
LEGAL DESCRIPTION

That portion of the Southeast Quarter of the Southeast Quarter of Section 32, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, particularly described as follows:

**BEGINNING** at the southeast corner of said Section 32, Township 3 North, Range 1 East, Boise Meridian, from which the south quarter corner of said Section 32 bears North 89°56'45" West, 2,659.18 feet;

Thence N 89°56'45" W, 275.07 feet along the south line of said Section 32;

Thence N 00°03'15" E, 40.00 feet to the northerly right-of-way line of East Lake Hazel Road and the southerly line of Lot 1 in Block 1 of Diamond Ridge Estates Subdivision according to the official plat thereof filed in Book 71 of Plats at Pages 7308-7309, Ada County Records;

Thence along the southerly line of said Lot 1 the following twelve (12) courses:

- 1) N 00°03'15" E, 109.46 feet;
- 2) N 68°00'17" W, 288.92 feet;
- 3) N 69°22'09" W, 74.72 feet;
- 4) S 86°16'08" W, 79.22 feet;
- 5) N 63°20'09" W, 24.81 feet;
- 6) N 45°18'10" W, 20.07 feet;
- 7) N 45°23'07" W, 105.37 feet;
- 8) N 36°35'59" W, 199.55 feet;
- 9) N 75°46'48" W, 61.61 feet;
- 10) S 75°04'22" W, 88.17 feet;
- 11) S 44°58'11" W, 89.60 feet;
- 12) N 89°50'51" W, 197.33 feet to the west line of said Southeast Quarter of the Southeast Quarter;

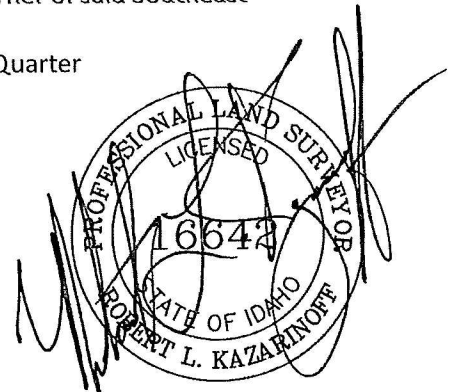
Thence N 00°13'08" E, 874.31 feet along said west line to the northwest corner of said Southeast Quarter of the Southeast Quarter;

Thence S 89°48'42" E, 1,329.75 feet along the north line of said Southeast Quarter of the Southeast Quarter to the east line of said Section 32;

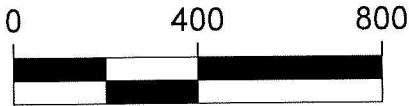
Thence S 00°13'37" W, 1,338.07 feet along said east line to the **POINT OF BEGINNING**, containing 31.96 acres, more or less.

END DESCRIPTION

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



11/20/2019

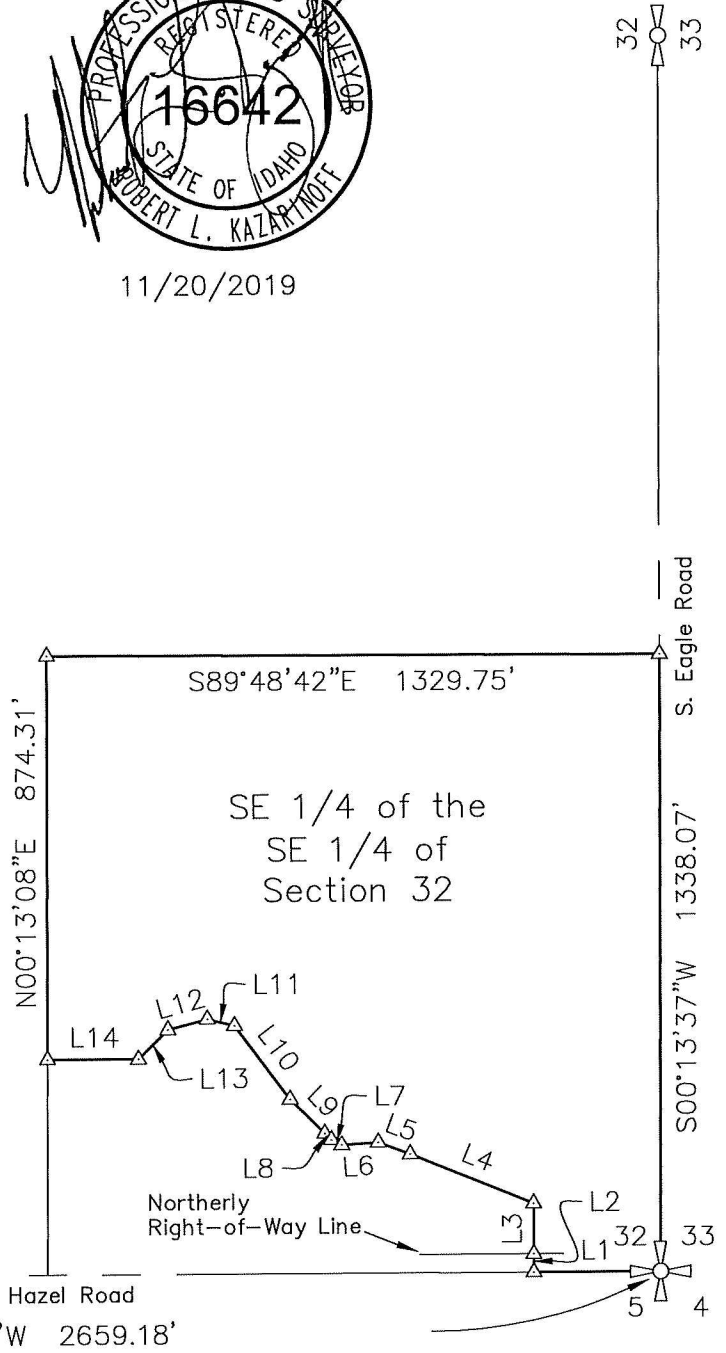


Scale in Feet



11/20/2019

Line Table		
Line #	Direction	Length
L1	N89°56'45"W	275.07'
L2	N00°03'15"E	40.00'
L3	N00°03'15"E	109.46'
L4	N68°00'17"W	288.92'
L5	N69°22'09"W	74.72'
L6	S86°16'08"W	79.22'
L7	N63°20'09"W	24.81'
L8	N45°18'10"W	20.07'
L9	N45°23'07"W	105.37'
L10	N36°35'59"W	199.55'
L11	N75°46'48"W	61.61'
L12	S75°04'22"W	88.17'
L13	S44°58'11"W	89.60'
L14	N89°50'51"W	197.33'



Plot Date: 11/20/2019 6:28 AM Plotted By: Rob Kazanoff  
 File: 11202019 6:28 AM Plotted By: Rob Kazanoff  
 Job: 10-19-092 Sky Mesa Highlands Subdivision  
 Title: Sky Mesa Highlands Subdivision Annex Exhibit  
 Date Created: 11/20/2019 10:05:58 AM Project: Sky Mesa Highlands Subdivision Annex Exhibit.dwg

REUSE OF DRAWINGS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.		FILE: 10992 SKY MESA HEIGHTS ANNEX EXHIBIT JOB PROJ. #: 10-19-092 DRAWN BY: RLK DESIGN BY: RLK CHECKED BY: RLK J-U-B ENGINEERS, INC.
NO	REVISION DESCRIPTION	BY APR DATE LAST UPDATED: 11/20/2019

<b>Sky Mesa Highlands Subdivision</b> <b>City of Meridian Annexation</b>	SHEET
Portion of the Southeast Quarter of the Southeast Quarter of Section 32 Township 3 North, Range 1 East, Boise Meridian, Idaho	<b>1 of 1</b>



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

SKY MESA HIGHLANDS SUBDIVISION  
LEGAL DESCRIPTION

Lot 1 in Block 1 of Diamond Ridge Estates Subdivision according to the official plat thereof filed in Book 71 of Plats at Pages 7308-7309, Ada County Records and the lands of Cantrell as described in that Warranty Deed recorded under Instrument No. 102001437, Ada County Records, located in the Southeast Quarter of the Southeast Quarter of Section 32, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, particularly described as follows:

**COMMENCING** at the southeast corner of said Section 32, Township 3 North, Range 1 East, Boise Meridian, from which the south quarter corner of said Section 32 bears North 89°56'45" West, 2,659.18 feet; Thence North 89°56'45" West, 1,329.57 feet along the south line of said Section 32 to the southwest corner of said Southeast Quarter of the Southeast Quarter; Thence North 00°13'08" East, 40.00 feet to the northerly right-of-way line of East Lake Hazel Road; Thence departing from said northerly right-of-way line, North 00°13'08" East, 426.87 feet to the southwest corner of said Lot 1 and the **POINT OF BEGINNING**;

Thence N 00°13'08" E, 874.31 feet along the west line of said Lot 1 to the northwest corner thereof; Thence S 89°48'42" E, 1,289.75 feet to the westerly right-of-way line of South Eagle Road; Thence along said westerly right-of-way line the following six (6) courses:

- 1) S 00°13'37" W, 440.56 feet;
- 2) S 87°26'01" E, 15.01 feet;
- 3) S 00°13'37" W, 167.43 feet;
- 4) N 87°26'01" W, 15.01 feet;
- 5) S 00°13'37" W, 660.27 feet to the beginning of a curve;
- 6) Along said curve to the right an arc length of 47.03 feet, having a radius of 30.00 feet, a central angle of 89°49'38", a chord bearing of S 45°08'26" W and a chord length of 42.36 feet to the northerly right-of-way line of East Lake Hazel Road;

Thence N 89°56'45" W, 205.28 feet along said northerly right-of-way line; Thence departing from said northerly right-of-way line and along the southerly line of said Lot 1 the following twelve (12) courses:

- 1) N 00°03'15" E, 109.46 feet;
- 2) N 68°00'17" W, 288.92 feet;
- 3) N 69°22'09" W, 74.72 feet;
- 4) S 86°16'08" W, 79.22 feet;
- 5) N 63°20'09" W, 24.81 feet;
- 6) N 45°18'10" W, 20.07 feet;
- 7) N 45°23'07" W, 105.37 feet;
- 8) N 36°35'59" W, 199.55 feet;
- 9) N 75°46'48" W, 61.61 feet;





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

- 10) S 75°04'22" W, 88.17 feet;
- 11) S 44°58'11" W, 89.60 feet;
- 12) N 89°50'51" W, 197.33 feet to the **POINT OF BEGINNING**, containing 30.57 acres, more or less.

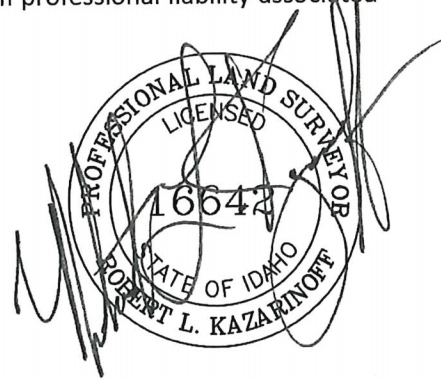
**END DESCRIPTION**

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

\_\_\_\_\_  
Robert L. Kazarinoff, PLS 16642

\_\_\_\_\_  
Date

09/16/2019





A Pioneer Company

**PIONEER TITLE COMPANY**  
OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704  
(208) 377-2700

217273

ADA COUNTY RECORDER  
J. DAVID HAVARRO  
BOISE, IDAHO

2002 JL -3 PM 4:05

RECORDED - REQUEST OF  
FEE 300 DEPUTY J. Haverro  
102075723

PIONEER TITLE

**WARRANTY DEED**

For Value Received

VM DIAMOND RANCH, LLC

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Donald Cantrell, an unmarried man

hereinafter referred to as Grantee, whose current address is 3000 E. Lake Hazel Road, Meridian, Idaho 83642

the following described premises, to-wit:

Lot 1 in Block 1 of Diamond Ridge Estates Subdivision, according to the plat thereof, filed in Book 71 of Plats at pages 7308 and 7309, records of Ada County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: June 25, 2002

By: Jerry Mobley  
Jerry Mobley, Member

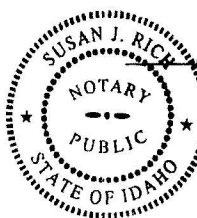
Virginia L. Vanderpool  
V. L. Vanderpool Company, Inc. by  
Virginia L. Vanderpool, President

Virginia Vanderpool  
Virginia Vanderpool, Member

VM Diamond Ranch, LLC

STATE OF Idaho, County of Ada, ss

On this 28th day of June, in the year of 2002, before me the undersigned, a notary public, personally appeared Jerry Mobley, Virginia Vanderpool, and Virginia Vanderpool as President of V.L. Vanderpool Company, Inc., known or identified to be three (3) of the member(s)/manager(s) in a limited liability company, of VM Diamond Ranch, LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said limited liability company name.



Susan J. Rich  
Susan J. Rich  
Notary Public of Idaho  
Residing at Boise  
Commission expires: May 5, 2005

211895 SR/PP



A Pioneer Company  
**PIONEER TITLE COMPANY**  
OF ADA COUNTY  
8151 W. Rifleman Ave. / Boise, Idaho 83704  
(208) 377-2700

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

2802 JA -4 PH 4:05

RECORDED-REQUEST OF  
6.00  
FEE DEPUTY *Maple*  
102001437

PIONEER TITLE

### WARRANTY DEED

For Value Received Bob D. Allen and Catherine M. Allen, as Co-Trustees of the Bob and Catherine Allen Trust, under trust agreement dated April 27, 1990

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Donald J. Cantrell, an unmarried man

hereinafter referred to as Grantee, whose current address is 3000 E. Lake Hazel Rd, Meridian, Idaho 83642

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

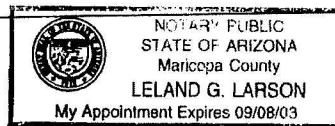
Dated: January 2, 2002

Bob and Catherine Allen Trust

By: *Bob D. Allen Trustee*  
Bob D. Allen, Co-Trustee

*Catherine M. Allen Trustee*  
Catherine M. Allen, Co-Trustee

STATE OF Arizona, County of *Maricopa*, ss.



On this 3rd day of January, in the year of 2002, before me a notary public personally appeared Bob D. Allen and Catherine M. Allen, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustees and acknowledged to me that he/she/they executed the same as such Co-Trustees of the Bob and Catherine Allen Trust.

*Leland G. Larson*

Notary Public of Arizona  
Residing at Arizona  
Commission

expires: *09/08/03*

## EXHIBIT A

A part of the Southeast quarter of the Southeast quarter of Section 32, Township 3 North, Range 1 East of the Boise Meridian, in Ada County, Idaho, more particularly described to wit:

Commencing at the Southeast corner of the Southeast quarter of the Southeast quarter of Section 32; thence

North 0 degrees 10'47" East 728.43 feet along the East line of the Southeast quarter of the Southeast quarter of said Section 32, to the initial point of this description; thence

South 87 degrees 30'00" West 260.58 feet; thence

North 0 degrees 10'47" East 167.33 feet parallel to the East line of the Southeast quarter of the Southeast quarter of said Section 32; thence

South 87 degrees 30'00" East 260.58 feet to a point on the East line of the Southeast quarter of the Southeast quarter of said Section 32; thence

South 0 degrees 10'47" West 167.33 feet along the East line of the Southeast quarter of the Southeast quarter of said Section 32, to the initial point of this description.

Excepting any portion lying within Eagle Road.











**CITY OF MERIDIAN  
PRE-APPLICATION MEETING NOTES**

Project/Subdivision Name: Sky Mesa Highlands \_\_\_\_\_ Date: 07/18/2019 \_\_\_\_\_  
 Applicant(s)/Contact(s): Travis, Todd, Jeff \_\_\_\_\_  
 City Staff: Kevin, Bill, Brian, Joe, Scott, \_\_\_\_\_  
 Location: Conf. 12 \_\_\_\_\_ Size of Property: 30 acres \_\_\_\_\_  
 Comprehensive Plan FLUM Designation: LDR \_\_\_\_\_  
 Existing Use: vacant \_\_\_\_\_ Existing Zoning: RUT \_\_\_\_\_  
 Proposed Use: SFR \_\_\_\_\_ Proposed Zoning: R-4 \_\_\_\_\_  
 Surrounding Uses: Residential \_\_\_\_\_  
 Street Buffer(s) and/or Land Use Buffer(s): 25' along Eagle and Lake Hazel \_\_\_\_\_  
 Open Space/Amenities/Pathways: 10% minimum, needs to provide amenities \_\_\_\_\_  
 Access/Stub Streets: Potential share eagle Rd. access with property to north, contact Sam Johnson to coordinate 208-863-5889 \_\_\_\_\_  
 Waterways/ Floodplain/Topography/Hazards: Slope and drainage issues, will require mass grading and drainage plan \_\_\_\_\_  
 History: \_\_\_\_\_  
 Additional Meeting Notes: Outparcel along Eagle Rd. will need to be verified as a legal parcel of record  
 If outparcel is owned by same owner it will have to come in with annexation to avoid creation of a county enclave  
 Coordinate w/ property to north (McKay Farms)  
 Site amenities? Share w/ Sky Mesa?  
 Make sure emergency access meets requirements  
 Cul-de-sacs no longer than 450'  
 Council waiver to keep waterway open and in easement larger than 20' (see UDC 11-3A-6)  
 DA required

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

**Other Agencies/Departments to Contact:**

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

**Application(s) Required:**

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

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





## COMMITMENT OF PROPERTY POSTING

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

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

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

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

  
Applicant/agent signature

10 / 23 / 2019  
Date

## Todd Tucker

---

**From:** noreply@meridiancity.org  
**Sent:** Wednesday, October 16, 2019 10:45 AM  
**To:** Todd Tucker; tricks@meridiancity.org; rbeecroft@meridiancity.org  
**Subject:** Address Verification Complete

Address verification is complete for record LDAV-2019-0679  
Project: Sky Mesa Highlands Subdivision

Parcel(s):  
R1835500100  
Lot: 1  
Block: 1  
Subdivision: SKY MESA HIGHLANDS SUB NO 01  
S1132449300  
Lot: null  
Block: null  
Subdivision: SKY MESA HIGHLANDS SUB NO 01

City of Meridian  
33 E. Broadway Ave., Meridian, Idaho 83642  
Phone: 208-888-4433  
[www.meridiancity.org](http://www.meridiancity.org)

All e-mail messages sent to or received by City of Meridian e-mail accounts are subject to the Idaho law, in regards to both release and retention, and may be released upon request, unless exempt from disclosure by law.

## How to Schedule an Inspection:

- 1) Click Login
- 2) Click Building Services
- 3) Click Schedule an Inspection
- 4) Click on the Permit Number
- 5) Click on Schedule or Request an Inspection
- 6) Select the Inspection, Requested Date, Click All Day, Select Contact for Inspection, Verify Information is correct, and add any Additional Notes
- 7) Click Finish

[Home](#) [Address/Parcel Verification](#) [Building Services](#) [City Clerk](#) [Easement](#) [Planning](#) [Surety](#)

[Apply for Request](#) [Search Applications](#)


**Record LDAV-2019-0679:**

**AddrVerify/Address Verification/NA/NA**

**Record Status: Issued**

[Add to cart](#)  
[Add to collection](#)

Like 0

Record Info 

Payments 

Custom Component

## Processing Status

  Application Acceptance

Due on 10/15/2019, assigned to TBD  
Marked as Approved on 10/16/2019 by Terri Ricks



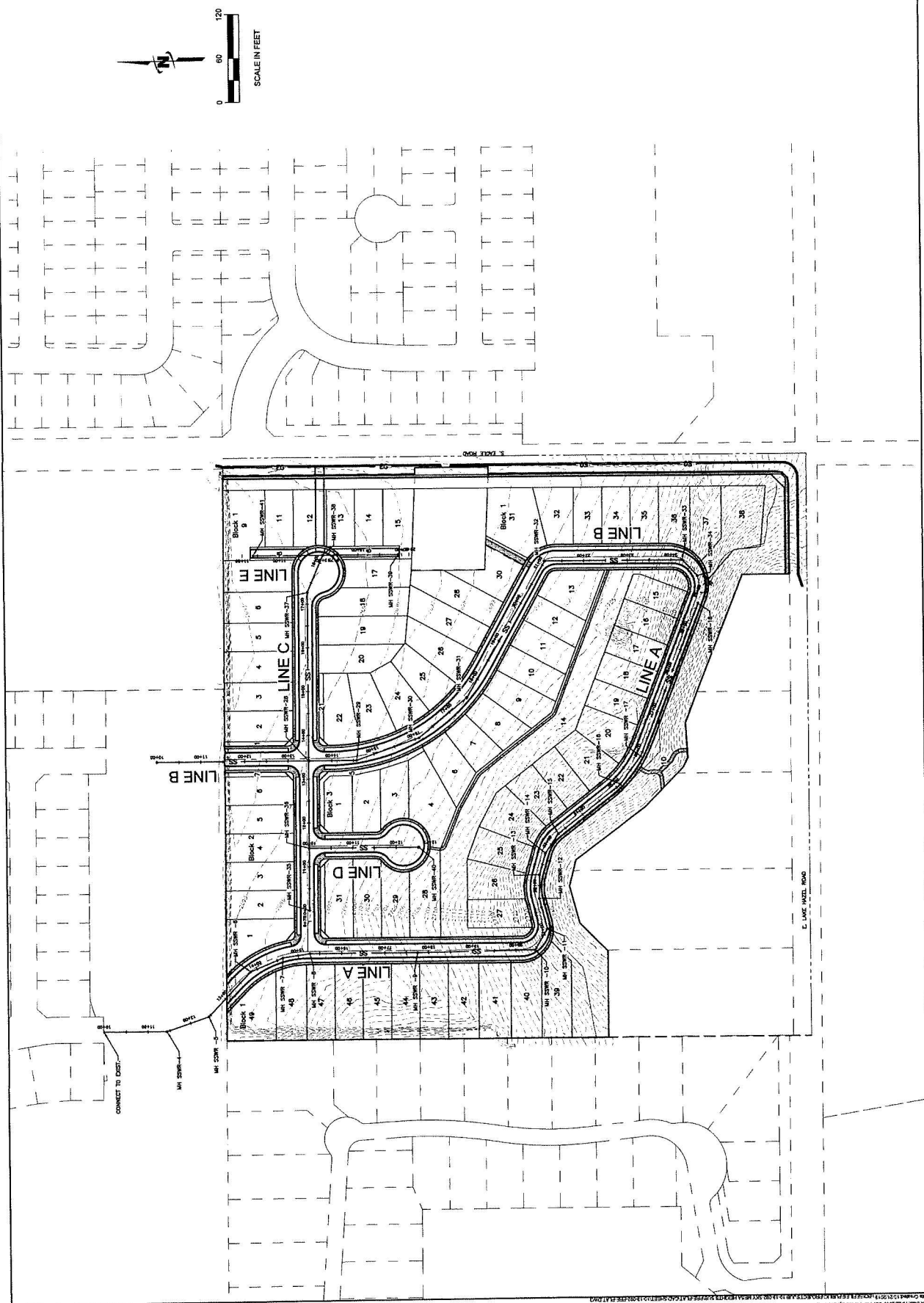
**JUB ENGINEERS, INC.**  
 250 S. Beechwood Ave.  
 Suite 201  
 Boise, ID 83709-0944  
 Phone: 208.376.7330  
 www.jub.com



NO.	DESCRIPTION	BY	DATE

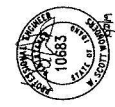
**SKY MESA HIGHLANDS SUBDIVISION**  
**MERIDIAN, IDAHO**  
 SEWER SITE PLAN

FILE: 10-14-2013 PREP: JUB  
 DRAWN BY: JUB  
 CHECKED BY: JUB  
 DATE: 10/14/2013  
 AT FIELD OFFICE: JUB  
 SHEET NUMBER: **PP-04**





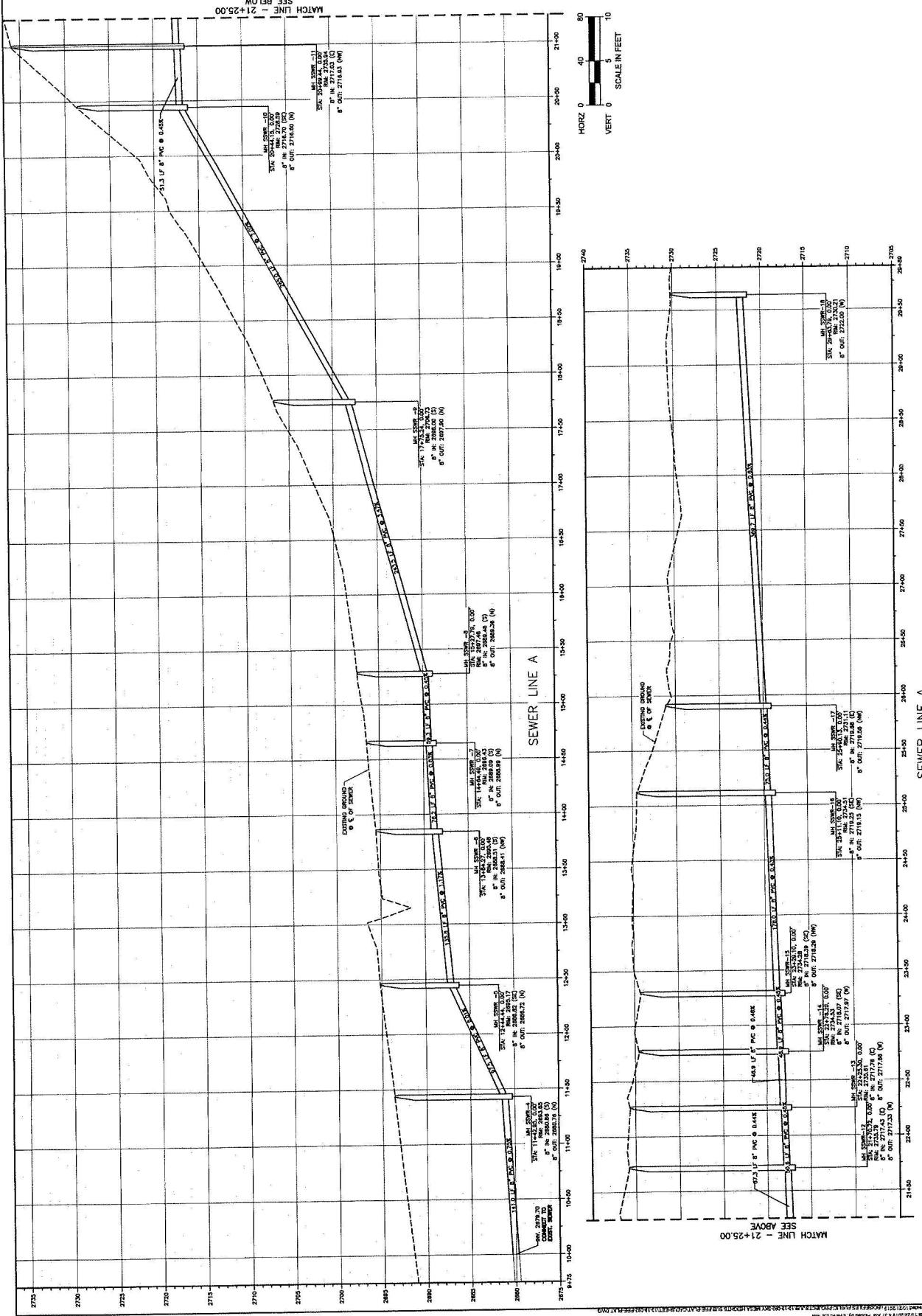
**JUB ENGINEERS, INC.**  
 250 S. Beechwood Ave.  
 Suite 201  
 Boise, ID 83709-0944  
 Phone: 208.376.7330  
 www.jub.com



NO.	DESCRIPTION	BY	DATE

SKY MESA HIGHLANDS SUBDIVISION  
 MERIDIAN, IDAHO  
 SEWER PROFILES

PP-05  
 SHEET NUMBER



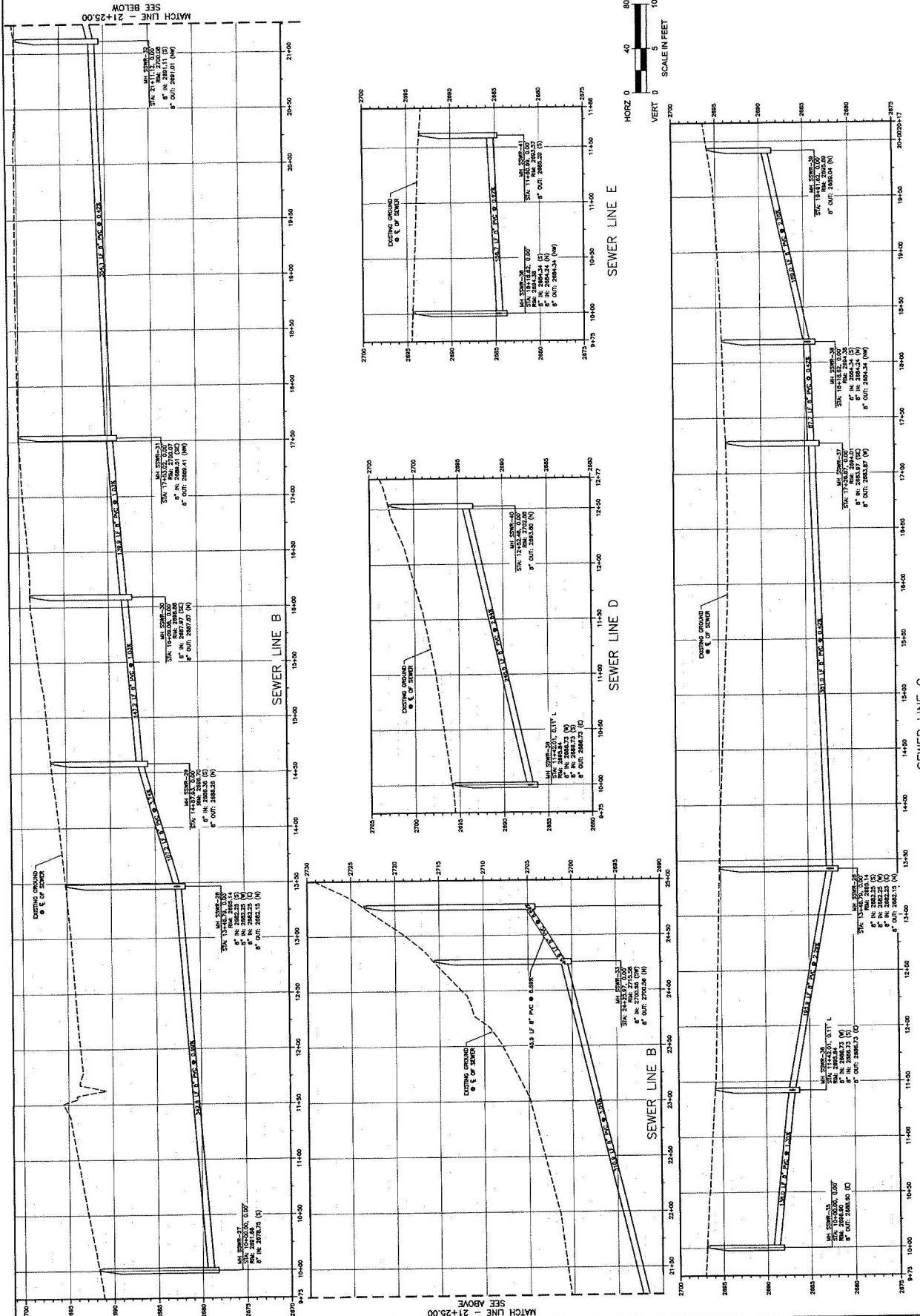
PLS CHECK 10/25/2013 4:17 AM Plotted By: Ewert, E.   
 P:\000000\10683\10683.dwg (10/25/2013 4:17 AM) Plotted By: Ewert, E.   
 10/25/2013 4:17 AM Plotted By: Ewert, E.



NO.	DESCRIPTION	BY	DATE

**SEWER PROFILES**  
**SKY MESA HIGHLANDS SUBDIVISION**  
**MERIDIAN, IDAHO**

FILE: 13-030200-PLAN.dwg  
 DRAWN BY: JUB  
 CHECKED BY: JUB  
 DESIGNED BY: JUB  
 DATE: 12/13/13  
 A FULL SCALE PLOT OF THE ENTIRE PROJECT SHALL BE PROVIDED UPON REQUEST.  
 SHEET NUMBER: **PP-06**



Plan Date: 12/22/2013 9:58 AM Plot By: JUB  
 Plot Date: 12/22/2013 9:58 AM Plot Scale: 1/8\"/>

## Todd Tucker

---

**From:** Sub Name Mail <subnamemail@adacounty.id.gov>  
**Sent:** Monday, October 21, 2019 5:05 PM  
**To:** Todd Tucker; Rob Kazarinoff  
**Subject:** RE: Subdivision Name Reservation

October 21, 2019

Robert Kazarinoff, J-U-B Engineers  
Todd Tucker, Boise Hunter Homes

RE: Subdivision Name Reservation: **SKY MESA HIGHLANDS SUBDIVISION**

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

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

Sincerely,



**Jerry L. Hastings, PLS 5359**  
*County Surveyor*  
**Deputy Clerk Recorder**  
Ada County Development Services  
200 W. Front St., Boise, ID 83702  
(208) 287-7912 office  
(208) 287-7909 fax  
E-mail: [jhastings@adacounty.id.gov](mailto:jhastings@adacounty.id.gov)

**From:** Todd Tucker  
**Sent:** Wednesday, October 16, 2019 10:39 AM  
**To:** Sub Name Mail  
**Subject:** 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.

We are requesting a subdivision name reservation for a new preliminary plat that will be another phase of the Sky Mesa development.

Name Requested: Sky Mesa Highlands  
Location: T3N, R1E, Section 32, SE 1/4  
Parcel Numbers: R1835500100 and S1132449300



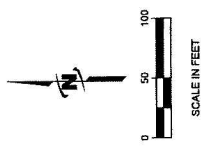
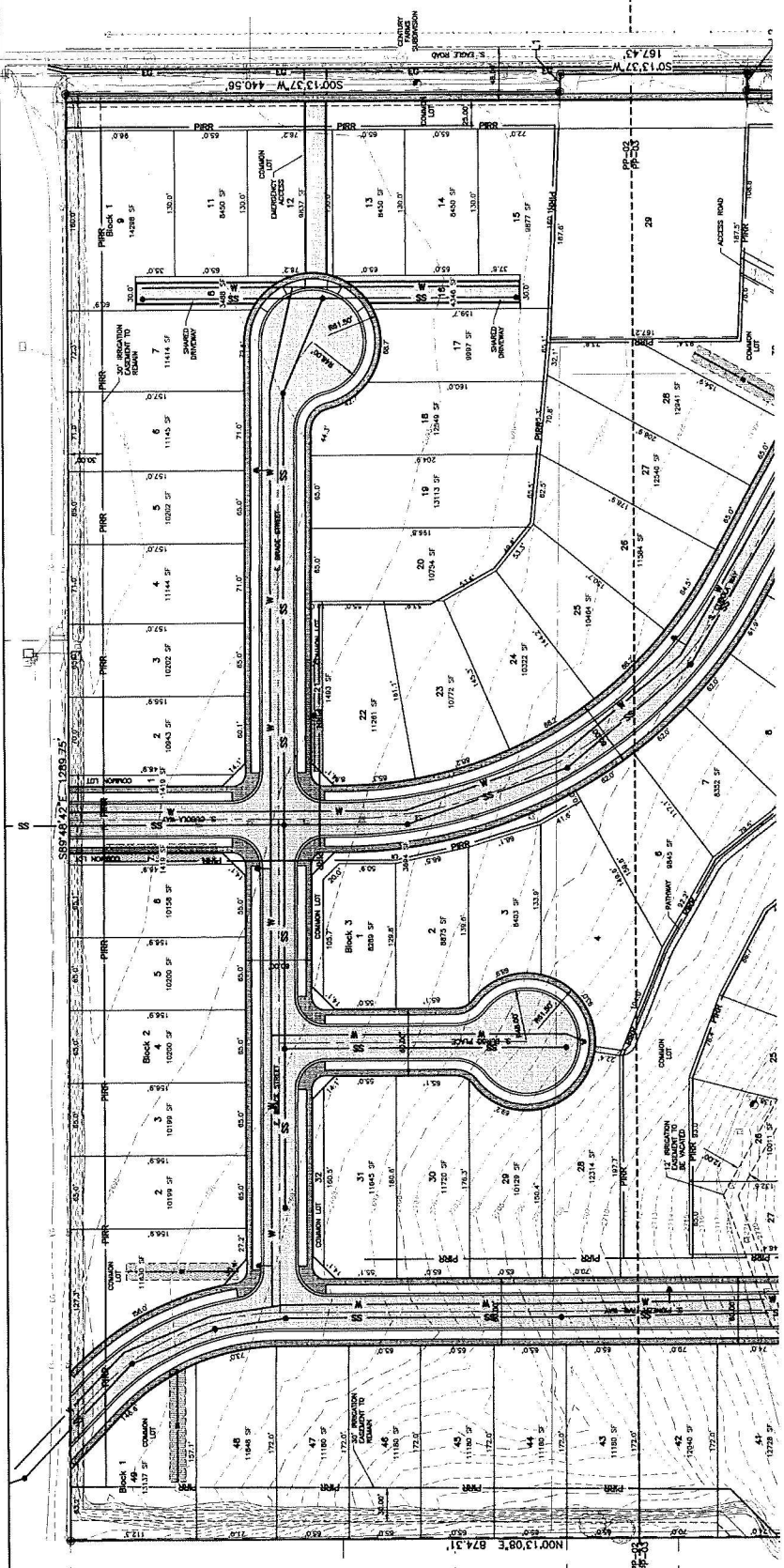




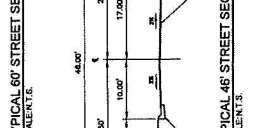
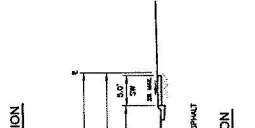
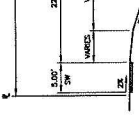
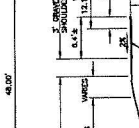
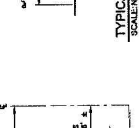
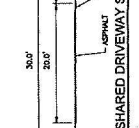
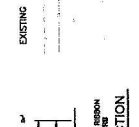
NO.	DESCRIPTION	DATE

**SKY MESA HIGHLANDS SUBDIVISION**  
**MERIDIAN, IDAHO**  
 EXISTING AND PROPOSED CONDITIONS

DATE: 10/20/2014  
 DRAWN BY: JUB  
 CHECKED BY: JUB  
 PROJECT NO.: 10683  
 SHEET NUMBER: **PP-02**



- LEGEND**
- EXISTING
    - Sanitary Sewer Line
    - Water Line
    - Gravity Irrigation Pipe
    - Pressure Irrigation Line
    - Storm Drain Line
    - Centerline
    - Lot Line
    - 6" Vertical Curb & Gutter
    - Roller Curb & Gutter
    - 5' Sidewalk
    - Ditch Flow Line
    - Irrigation Manhole
    - Street Light
    - Tree
    - Tree Center
    - Gas Line
    - Fence Line
    - Fire Hydrant
    - 5' Contour Line
    - 1' Contour Line
    - Drainage Facility
  - PROPOSED
    - Sanitary Sewer Line
    - Water Line
    - Gravity Irrigation Pipe
    - Pressure Irrigation Line
    - Storm Drain Line
    - Centerline
    - Lot Line
    - 6" Vertical Curb & Gutter
    - Roller Curb & Gutter
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    - Fire Hydrant
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    - Drainage Facility





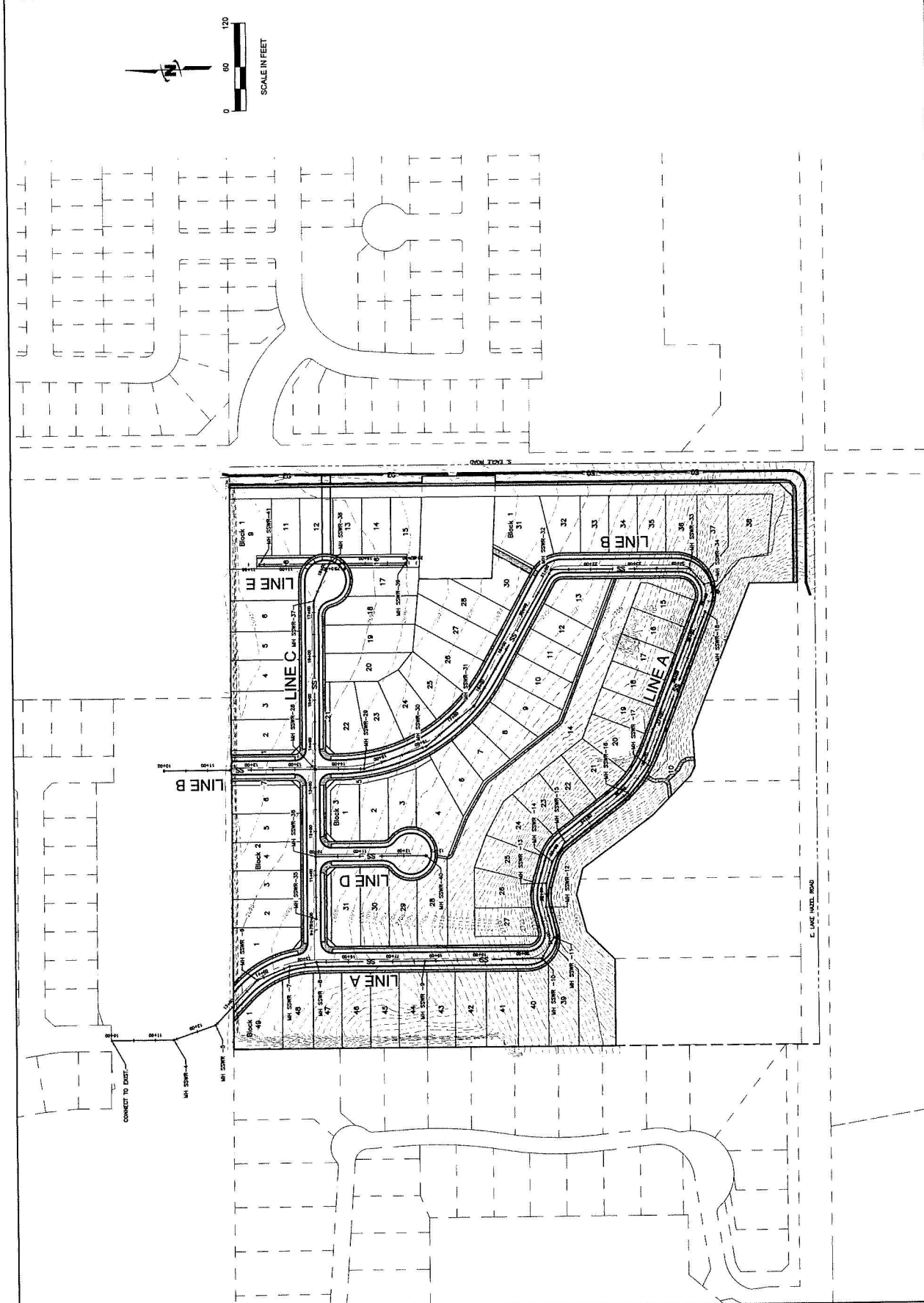


JUB ENGINEERS, INC.  
 250 S. Beechwood Ave.  
 Suite 201  
 Boise, ID 83709-0944  
 Phone: 208.376.7330  
 www.jub.com



NO.	REVISION	DATE

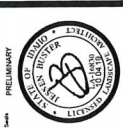
SKY MESA HIGHLANDS SUBDIVISION  
 MERIDIAN, IDAHO  
 SEWER SITE PLAN  
 SHEET NUMBER: PP-04







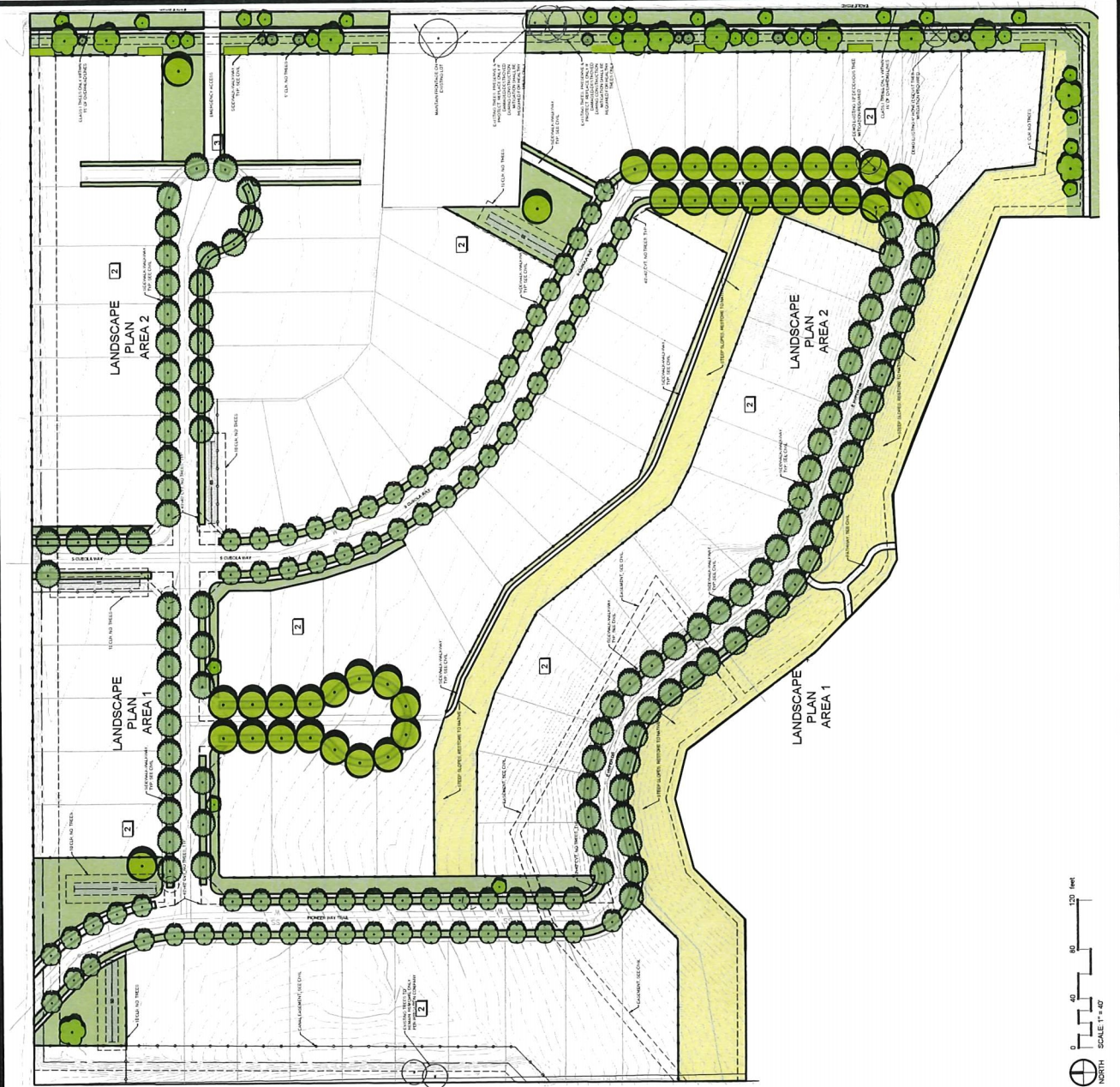




DATE:	01/11/2018
BY:	WCH
CHECKED BY:	WCH
SCALE:	AS SHOWN

DRAWING TITLE:	LANDSCAPE PLAN OVERVIEW
SHEET NUMBER:	L101

LANDSCAPE PLAN OVERVIEW  
 L101  
 SHEET NUMBER



PLANT SCHEDULE	QNT	CAL	SIZE	QTY	REMARKS
TREES	1848	2"	30 1/4 x 30 1/4 W. CLASS I	28	
40' BIRCH	2"	48 1/4 x 48 1/4 W. CLASS II	38		
40' BIRCH	2"	48 1/4 x 48 1/4 W. CLASS II	12		
40' BIRCH	2"	48 1/4 x 48 1/4 W. CLASS II	100		
40' BIRCH	2"	48 1/4 x 48 1/4 W. CLASS II	6		
40' BIRCH	2"	48 1/4 x 48 1/4 W. CLASS II	4		
40' BIRCH	2"	48 1/4 x 48 1/4 W. CLASS II	18		
40' BIRCH	2"	48 1/4 x 48 1/4 W. CLASS II	48		
40' BIRCH	2"	48 1/4 x 48 1/4 W. CLASS II	56		

MAINTAINED LAWN: SOODED, TALL TURF-TYPE FESCUE OR APPROVED OTHER  
 NON-MAINTAINED: HYDRANGEA, DRY LAND SEED MIX OR APPROVED OTHER  
 PROPOSED FENCE: 4" OPEN VISION, BLACK TUBE STEEL OR APPROVED OTHER  
 EXISTING TREE TO BE REMOVED

**LANDSCAPE REQUIREMENTS:**  
 REQUIREMENTS PER CITY OF MERIDIAN ZONING CODE 11-3B

STREET	LENGTH (LF)	REQ'D TREES	PROVD TREES
E EAGLE ROAD	1071	31	31
E LAKE HAZEL	204	20	20
PIONEER WAY TRAIL (W)	448	13	13
E BRACE STREET (N)	779	22	22
S BURGO STREET (S)	544	16	16
S CUBOLA WAY (NE)	21	1	1
S CUBOLA WAY (NW)	141	20	20
S CUBOLA WAY (SE)	688	20	20
S ZAVALA AVE (W)	228	6	6
S ZAVILLA AVE (E)	27	1	1
S HYPER DRIVE (N)	568	27	27
E HYPER DRIVE (S)	872	28	28

REDUCTIONS DUE TO BASEMENTS, CLEARANCES FOR ACHD STORM FACILITIES & STRUCTURES  
 1 TREE PER 8,000 SF  
 1 TREE PER 30 LF CLASS I (DUE TO OVERHEAD POWER LINES)  
 1 SHRUB PER 7 LF

SEMI-PUBLIC LOT	AREA (SF)	REQ'D TREES	PROVD TREES
BLOCK 1 LOT 50	7945**	1	1
BLOCK 1 LOT 12	7285**	1	1
BLOCK 1 LOT 30	10325**	1	1

TREE MITIGATION:  
 • CALIPER INCHES REMOVED 18" (2 TREES)  
 • MITIGATION REDD 20"  
 • CONVERSION 8" TALL CONIFER = 2 CALIPER

MINIMUM PLANT SPECIES:  
 • CALIPER  
 • CONIFER TREES: 2 CALIPER  
 • CONIFER TREES: 67-HIGH  
 • WOODY SHRUBS: 2 GAL  
 • ANNUALS/DIVERSITY:

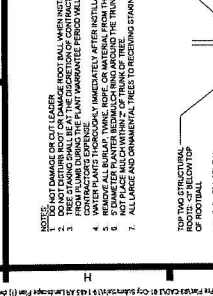
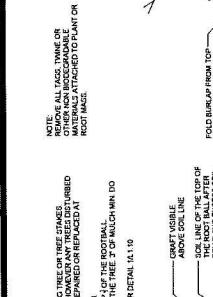
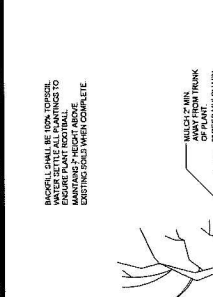
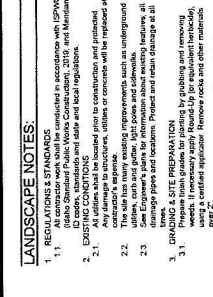
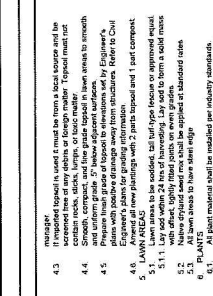
NUMBER OF TREES REQUIRED	MINIMUM NUMBER OF SPECIES REQUIRED
1	2
2	3
3	4
4	5

LEGEND:  
 ○ FENCING



**LANDSCAPE NOTES:**

- REMOVE ALL GRASS, TREES OR OTHER VEGETATION TO BE PLANTED OR MAINTAINED TO REMAIN ON EXISTING SOILS WHEN COMPLETE.
- REMOVE ALL EXISTING 12" DIA. OR LARGER TREE TRUNKS OR LIMBS TO BE REMOVED TO EXISTING SOILS WHEN COMPLETE.
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**LANDSCAPE REQUIREMENTS:**

REQUIREMENTS PER CITY OF MERIDIAN ZONING CODE 11-30

1. SHRUB PER 1 LF
2. TREE PER 1 LF
3. TREE PER 1 LF
4. TREE PER 1 LF
5. TREE PER 1 LF
6. TREE PER 1 LF
7. TREE PER 1 LF
8. TREE PER 1 LF
9. TREE PER 1 LF
10. TREE PER 1 LF

SECT	LENGTH	REQUIRED	PROVIDED
1	200	10	10
2	100	5	5
3	150	7.5	7.5
4	100	5	5
5	150	7.5	7.5
6	100	5	5
7	150	7.5	7.5
8	100	5	5
9	150	7.5	7.5
10	100	5	5

**REDUCTIONS DUE TO FACILITIES, CLIMANAGED OR LAD DOWN FACILITIES & STRUCTURES:**

CONTRACTOR TO VERIFY:

- COMMON LOT
- BLOCK 1 LOT 1
- BLOCK 1 LOT 2
- BLOCK 1 LOT 3
- BLOCK 1 LOT 4
- BLOCK 1 LOT 5
- BLOCK 1 LOT 6
- BLOCK 1 LOT 7
- BLOCK 1 LOT 8
- BLOCK 1 LOT 9
- BLOCK 1 LOT 10

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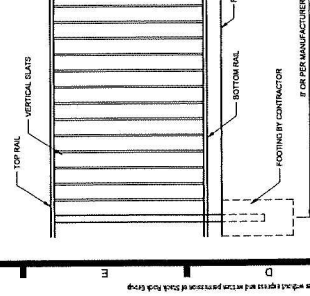
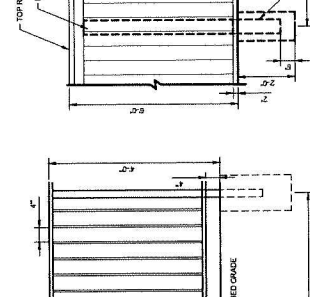
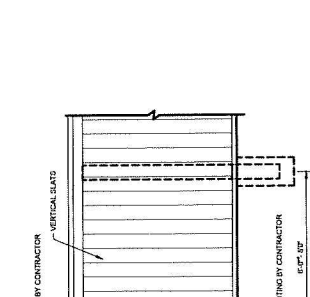
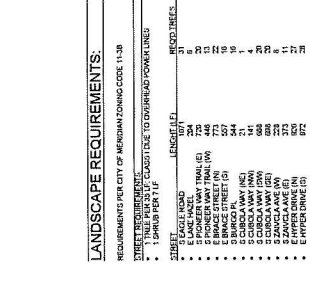
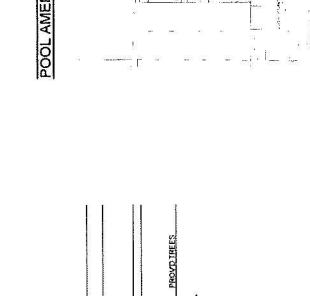
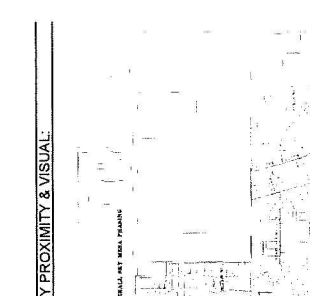
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**CONCRETE SIDEWALKS ADJ LANDING-12"**

30" x 12"

12" FLAT LANDING  
3% MAX SLOPE

12" MAX IN  
CUT 100'

12" MAX IN  
CUT 100'

CONCRETE SIDEWALK  
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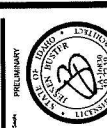
12" MAX IN  
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**STACK ROCK GROUP**  
 ARCHITECTURE  
 & MASTER PLANNING  
 1000 24th Street, Suite 200  
 Boise, Idaho 83720  
 Phone: 208.333.8800  
 Fax: 208.333.8801  
 Website: www.stackrockgroup.com

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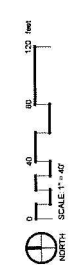
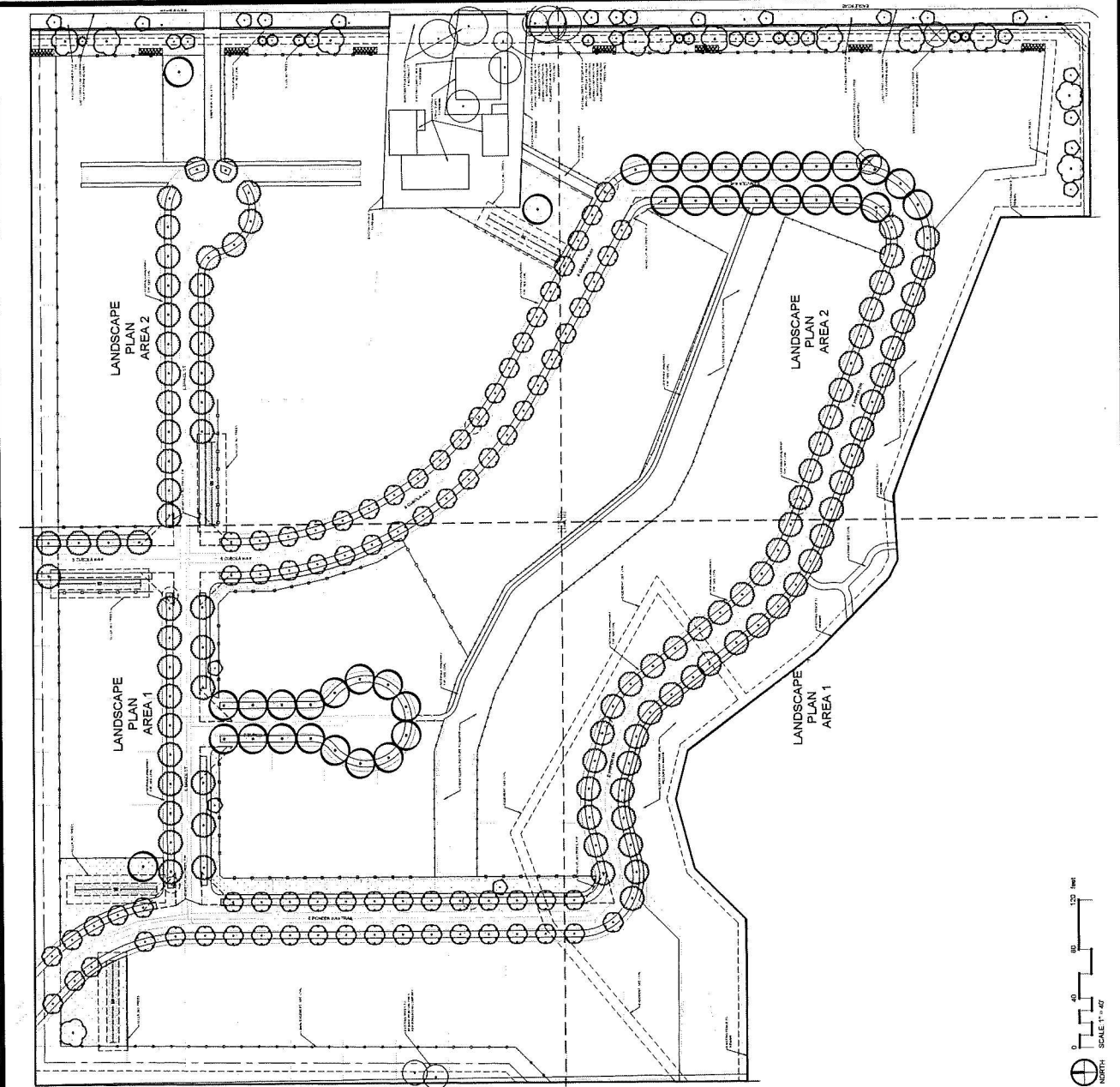
**SKY MESA HIGHLANDS**  
**BOISE HUNTER HOMES**  
 EAGLE ROAD AND LAKE HAZEL  
 MERIDIAN, IDAHO

REVISION	DATE	DESCRIPTION

DATE	10/15/2018
SCALE	1" = 40'
DRAWN BY	
CHECKED BY	
DATE	

DRAWING TITLE  
**LANDSCAPE PLAN OVERVIEW**

SHEET NUMBER  
**L101**



SYMBOL	DESCRIPTION	QTY	REMARKS
(Symbol)	4" PIPER	21	20' DIA. 1" W. CLASS II
(Symbol)	4" PIPER	38	20' DIA. 1" W. CLASS II
(Symbol)	4" PIPER	12	20' DIA. 1" W. CLASS II
(Symbol)	4" PIPER	100	20' DIA. 1" W. CLASS II
(Symbol)	4" PIPER	5	20' DIA. 1" W. CLASS II
(Symbol)	4" PIPER	4	20' DIA. 1" W. CLASS II
(Symbol)	4" PIPER	10	20' DIA. 1" W. CLASS II
(Symbol)	4" PIPER	10	20' DIA. 1" W. CLASS II
(Symbol)	4" PIPER	48	20' DIA. 1" W. CLASS II
(Symbol)	4" PIPER	56	20' DIA. 1" W. CLASS II

**LANDSCAPE REQUIREMENTS:**  
 REQUIREMENT PER CITY OF MERIDIAN ZONING CODE 14.08

SYMBOL	DESCRIPTION	QTY	REMARKS
(Symbol)	4" PIPER	21	20' DIA. 1" W. CLASS II
(Symbol)	4" PIPER	38	20' DIA. 1" W. CLASS II
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Feet Below Ground Surface																							
Date	TP-1	TP-2	TP-3	TP-4	TP-5	TP-6	TP-7	TP-8	TP-9	TP-10	TP-11	TP-12	TP-13	TP-14	TP-15	TP-16	TP-17	TP-18	TP-19	MW #1	MW #3	MW #9	
12/19/2017 <sup>1</sup>	7.0	8.0	8.0	10.8	>13	8.0																	
1/18/2018	7.7	7.8	8.2	10.2	12.5	8.1																	
2/16/2018	7.9	7.9	8.4	10.4	>13	8.3																	
3/16/2018	8.3	8.2	8.6	10.8	>13	8.5																	
4/17/2018	8.6	8.1	8.8	>13	>13	8.4																	
5/4/2018	7.1	6.9	6.9	9.5	11.8	6.1																	
5/31/2018	6.0	5.7	5.6	8.3	11.0	5.9																	
6/7/2018	5.9	5.8	5.2	7.7	10.6	5.4																	
6/15/2018	5.9	5.6	5.0	7.2	10.0	5.4																	
6/20/2018 <sup>2</sup>	-	-	-	-	-	-	6.5	7.0	8.0	>14	11.0	8.5	11.0	>14.2	>14.2	>13	>13.8	12.0	6.0				
6/21/2018	2	5.6	5.4	7.9	10.1	5.7																	
6/29/2018	-	5.8	6.2	8.5	10.9	5.8	6.5	5.8	7.2	12.7	9.8	8.8	11.9	>14.2	>14.2	>13	>13.8	11.4	5.9				
7/6/2018	-	5.7	6.3	8.8	11.2	5.8	6.5	5.5	7.7	13.8	9.7	8.6	12.1	>14.2	>14.2	>13	>13.8	11.2	5.2				
7/19/2018	-	3.0 <sup>3</sup>	6.1	9.0	11.4	5.9	6.4	5.7	8.3	13.9	10.4	8.7	11.9	>14.2	>14.2	>13	>13.8	11.6	5.5				
7/20/2018	-	5.5	7.8	4	12.0	-	6.2	5.7	8.5	>14	10.6	8.8	12.2	>14.2	>14.2	>13	13.6	11.9	5.7				
7/27/2018	-	4.9	6.7	-	12.3	6.4	6.4	6.0	9.0	>14	11.0	9.7	12.2	>14.2	>14.2	>13	13.6	12.2	6.2				
8/3/2018	-	6.8	-	-	11.0	6	6.6	6.1	>9.2	>14	>11.1	6	12.1	>14.2	>14.2	>13	13.4	12.4	6.4	7.2	6.1	8.7	
8/17/2018	-	4.7	-	11.0	-	11.0	-	6.2	6.0	>14	>11.1	-	>12.4	>14.2	>14.2	>13	13.6	12.7	6.4	7.0	6.1	8.7	
8/30/2018	-	4.6	-	10.9	-	10.9	-	6.2	5.7	>14	>11.1	-	10.9	>14.2	>14.2	>13	13.4	12.9	6.4	6.9	5.9	8.5	
9/17/2018	-	4.5	-	10.8	-	10.8	-	6.1	5.7	>14	>11.1	-	11.7	>14.2	>14.2	>13	>13.8	13.1	6.3	6.8	5.8	8.5	
10/1/2018	-	4.6	-	10.8	-	10.8	-	6.2	5.7	>14	>11.1	-	11.8	>14.2	>14.2	>13	>13.8	13.0	6.2	7.5	6.2	9.2	
10/15/2018	-	6	-	11.0	-	11.0	-	7.0	5.9	>14	>11.1	-	>12.4	>14.2	>14.2	>13	>13.8	>13	7.6	7.9	6.8	9.9	
10/30/2018	-	-	-	-	12.8	-	7.1	6.8	8.2	>14	>11.1	-	>12.4	>14.2	>14.2	>13	>13.8	>13	6	8.1	7.2	10.3	
3/4/2019	-	-	-	-	12.9	-	7.4	7.7	>9.2	>14	>11.1	-	>12.4	>14.2	>14.2	>13	>13.8	>13	6	8.6	7.8	>11	
3/15/2019	-	-	-	-	>13	-	7.4	7.7	>9.2	>14	>11.1	-	>12.4	>14.2	>14.2	>13	>13.8	>13	-	8.5	7.7	>11	
4/19/2019	-	-	-	-	>13	-	7.2	7.6	>9.2	>14	>11.1	-	>12.4	>14.2	>14.2	>13	>13.8	>13	-	8.2	7.3	>11	
5/6/2019	-	-	-	-	>13	-	6.6	6.9	>9.2	>14	>11.1	-	>12.4	>14.2	>14.2	>13	>13.8	>13	-	8.2	7.1	>11	
5/20/2019	-	-	-	-	>13	-	6.6	6.7	>9.2	>14	>11.1	-	>12.4	>14.2	>14.2	>13	>13.8	>13	-	6.7	5.8	>11	
6/4/2019	-	-	-	-	12.1	-	6.6	6.5	>9.2	>14	>11.1	-	>12.4	>14.2	>14.2	>13	>13.8	>13	-	7.0	6.0	>11	
6/19/2019	-	-	-	-	12.5	-	6.8	6.6	6	6	6	-	6	>14.2	>14.2	6	6	>13	-	7.2	6.1	>11	
7/3/2019	-	-	-	-	12.6	-	6.7	6.6	-	-	-	-	-	-	-	-	-	6	-	7.3	6.1	>11	
7/16/2019	-	-	-	-	12.7	-	6.6	-	-	-	-	-	-	-	-	-	-	-	-	7.3	6.1	>11	
8/5/2019	-	-	-	-	12.3	-	6.5	-	-	-	-	-	-	-	-	-	-	-	-	6.6	5.6	>11	
8/19/2019	-	-	-	-	12.2	-	6.5	-	-	-	-	-	-	-	-	-	-	-	-	7.0	5.6	>11	
9/5/2019	-	-	-	-	12.1	-	6.4	-	-	-	-	-	-	-	-	-	-	-	-	7.2	5.7	>11	
9/20/2019	-	-	-	-	12.3	-	6.4	-	-	-	-	-	-	-	-	-	-	-	-	7.0	5.5	>11	

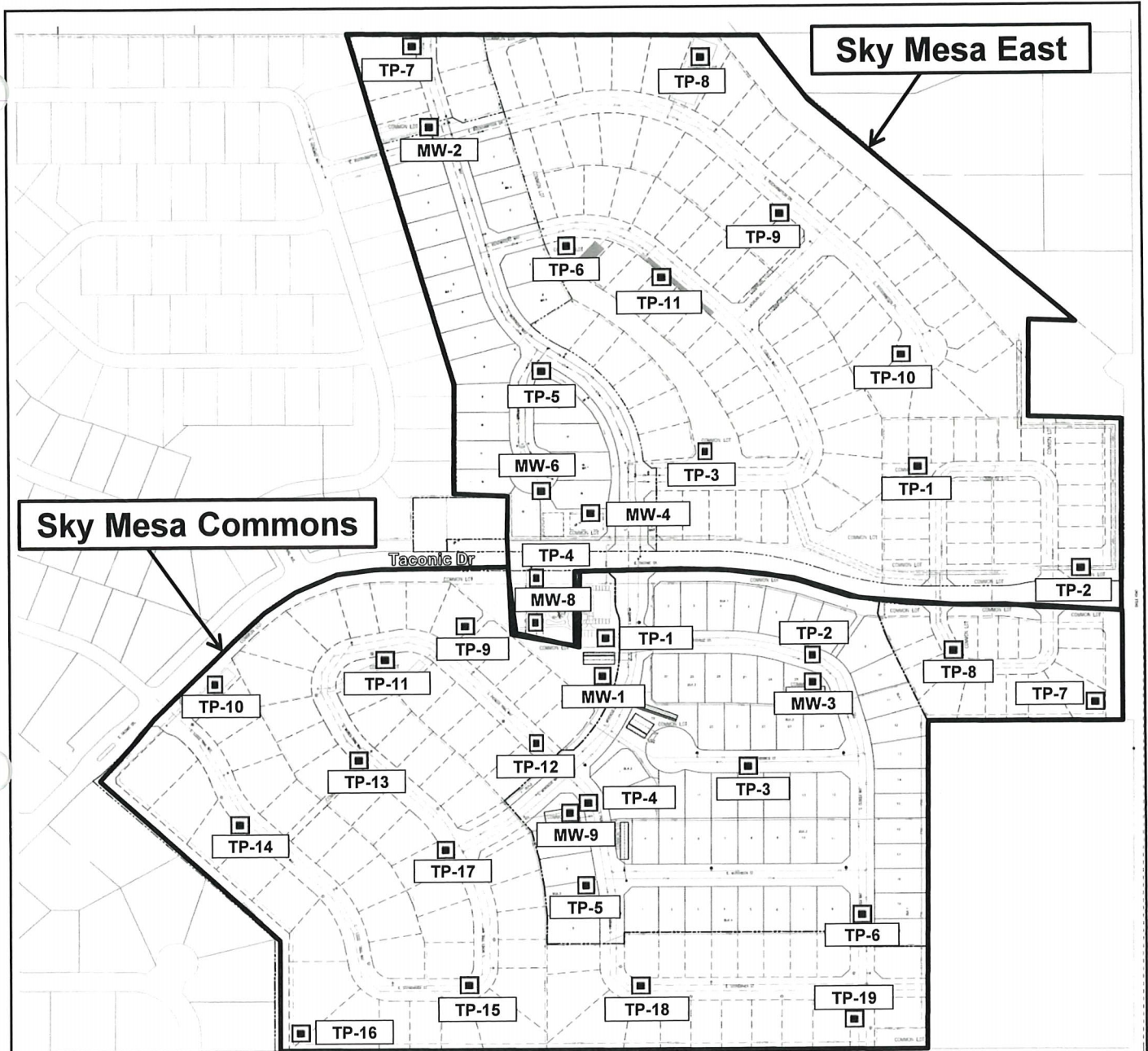
<sup>1</sup> Initial reading at test pit exploration.  
<sup>2</sup> TP-1 pipe destroyed due to start of earthwork construction. See MW #1 for replacement monitoring well.  
<sup>3</sup> Outlying value likely due to temporary dewatering operation. See MW #9 for replacement monitoring well.  
<sup>4</sup> TP-4 pipe destroyed due to start of earthwork construction. See MW #9 for replacement monitoring well.  
<sup>5</sup> TP-2 pipe destroyed due to start of earthwork construction. See MW #3 for replacement monitoring well.  
<sup>6</sup> Pipe destroyed due to start of earthwork construction.



255 N. Linder Road, Suite 100  
 Meridian, Idaho 83642  
 Phone: 208-895-7898 Fax: 208-898-3959

**Table 1**  
 Groundwater Monitoring  
 Sky Mesa Commons Subdivision  
 Ada County, Idaho


Client Name: Woodside Harris, LLC  
 Project No.: 517-690G & 518-213G  
 Date: 10/17/2019



**Legend**

■ Approximate location of monitoring well.



	<b>Monitoring Well Plan</b>
	Groundwater Monitoring
	Sky Mesa Development
	Boise, ID
255 N. Linder Road, Suite 100	Client: Woodside Harris, LLC
Meridian, Idaho 83642	Project No.: 517-080G, 517-690G, 518-213G
Phone: 208-895-7898 Fax: 208-898-3959	Date: August 2018



## Todd Tucker

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**From:** Mindy Wallace <Mwallace@achdidaho.org>  
**Sent:** Wednesday, October 16, 2019 10:22 AM  
**To:** Todd Tucker  
**Subject:** Sky Mesa Heights

Todd,

A traffic impact study is not required for this application.

Please let me know if you have any questions.

Mindy

Mindy Wallace, AICP  
Planning Review Supervisor  
Ada County Highway District  
208-387-6178

*ACHD Development Services is open for business at our new location at 1301 N. Orchard Street, Suite 200 in the CSC building. Parking and building entrance are located on west side of building.*



Conceptual Building Elevations