



City of Kuna
Planning & Zoning Department

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

Agency Transmittal

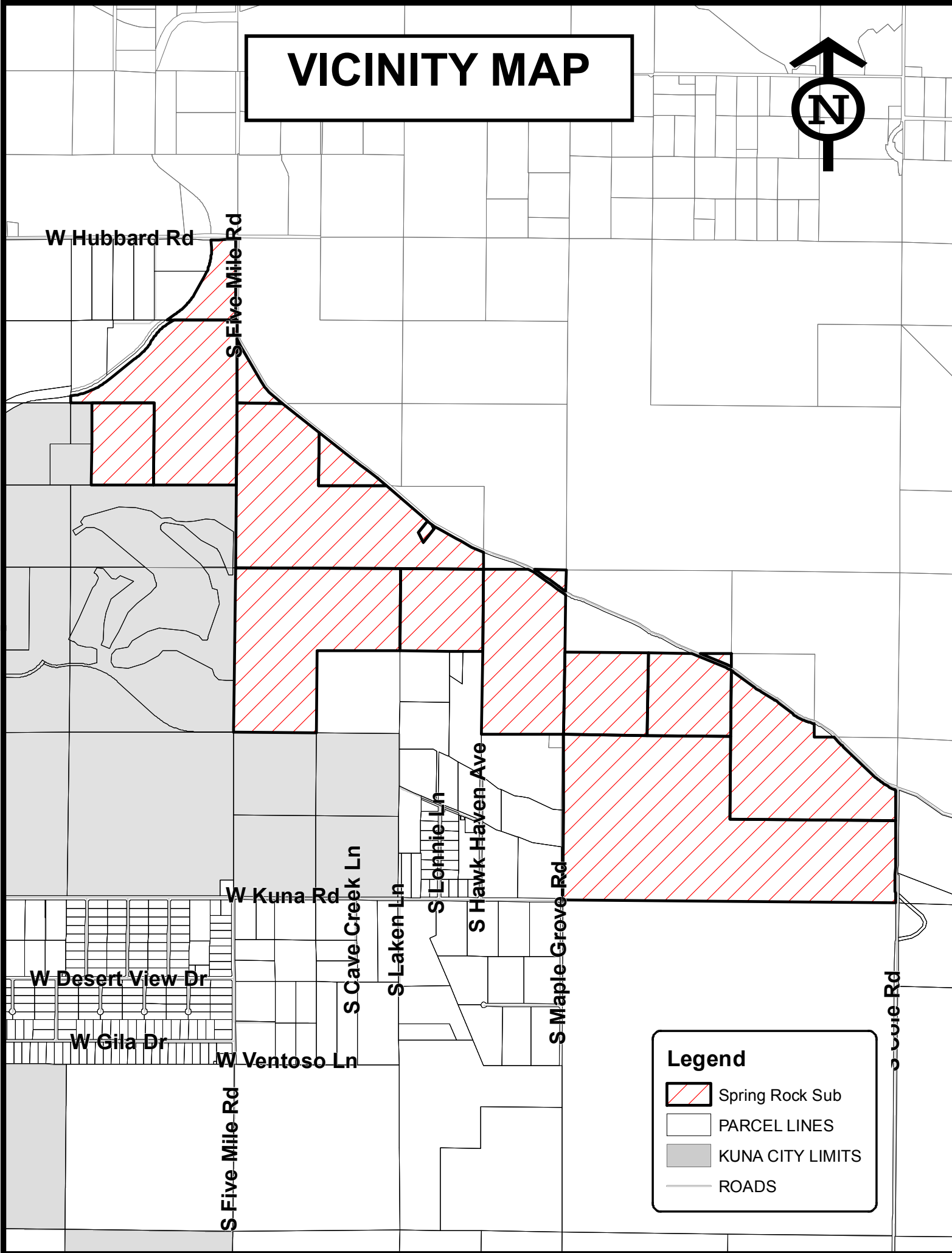
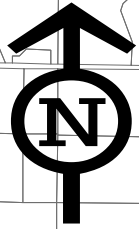
July 31, 2019

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





| | |
|-------------------------------|--|
| FILE NUMBER: | 19-10-AN (Annex.), 19-01-PUD (Planned Unit Development), 19-06-S (Preliminary Plat), and a Development Agreement. |
| PROJECT DESCRIPTION | Applicant requests annexation of approximately 761 acres into Kuna City limits with C-1 and C-2 (Commercial), R-6 (Medium Density Residential), R-12 and R-20 (High Density Residential) zones. This is a multi-phased, Master-Planned project. Applicant requests Pre-Plat approval in order to subdivide approximately 476.76 acres into 825 total lots (791 single family, 23 common, 7 Commercial, 1 School, 1 future Multi-Family and 2 public utility). The remaining lands (approximately 284.24 ac.) will be developed in the future. The proposed phase one density is approx. 1.9 DUA. |
| SITE LOCATION | Near the NEC Cloverdale and Kuna Roads, Kuna, Idaho 83634. Directly east of Falcon Crest Golf Course. |
| REPRESENTATIVE | RiveRidge Engineers - David Powell 2447 S. Vista Ave. Boise, ID 83705 208.344.1180 dpowell@rvrdg.com |
| SCHEDULED HEARING DATE | Tuesday, October 8, 2019 6:00 P.M. |
| STAFF CONTACT | Troy Behunin Tbehunin@Kunald.Gov Phone: 922.5274 Fax: 922.5989 |

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

VICINITY MAP



Legend

-  Spring Rock Sub
-  PARCEL LINES
-  KUNA CITY LIMITS
-  ROADS

July 18, 2019

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

**RE: SPRING ROCK SUBDIVISION – ANNEXATION, REZONE, DEVELOPMENT AGREEMENT,
PLANNED UNIT DEVELOPMENT, PRELIMINARY PLAT AND DESIGN REVIEW**

To Whom It May Concern:

We are pleased to submit to the City this request for Annexation, Rezone, Development Agreement, Planned Unit Development, Preliminary Plat and Design Review for the Spring Rock Subdivision generally located on the south side of Ten mile Creek Road in Kuna, Idaho. A legal description and maps are included with this application to show the total boundary and master plan for this new community.

Annexation

With the recent annexation of the Falcon Crest Subdivision, the current city limits of Kuna touch the southwestern parcels of our development and created a contiguous annexation path of annexation for the proposed project.

We are requesting annexation of approximately 761 acres into the incorporated city limits of Kuna, Idaho with this application. The annexation application will provide entitlements for a multi-phase residential and mixed-use development.

Due to the lower elevation of the site, the developer will install a sewer wastewater lift station on the western boundary of the site and extend a sewer force main line down Hubbard Road to the west and connect to the existing City sewer line(s) near the Patagonia subdivision. The development is primarily in the Suez Water service area as defined by the Idaho Department of Water resources and Suez has stated they will serve domestic drinking water to this development. The developer will be required to install all water infrastructure throughout the community. Emergency services will be available through the Kuna Police Department and Kuna Fire District. A pressurized irrigation system will be provided by onsite irrigation wells currently being used for agricultural use and would irrigate common areas and public parks throughout the community. Storm water will be retained on site and designed by a civil engineer in accordance with City of Kuna and ACHD requirements.

Parcels

The parcels that are included within this application are:

Parcel S1415110103
Parcel S1415427805
Parcel S1415141900
Parcel S1414336000
Parcel S1414315000
Parcel S1414438400
Parcel S1414438900
Parcel S1423120000
Parcel S1423110000
Parcel S1423111000
Parcel S1424233600
Parcel S1424131800
Parcel S1423211000
Parcel S1424240000

Rezone

The rezone request is for the entire development. Currently, all parcels are zoned RR (Ada County Zone Rural Residential). A master zoning map is included in this application to show the different requested zoning areas. This request is to annex all 761 acres into the incorporated city limits of Kuna, Idaho and to zone 660.78 acres from RR (Ada County Zone, Rural Residential) to R-6 (Medium Density Residential), and 13.00 acres from RR (Ada County Zone, Rural Residential) to R-12 (High Density Residential), and 18.89 acres from RR (Ada County Zone, Rural Residential) to R-20 (High Density Multi-Family Residential), and 12.21 acres from RR (Ada County Zone, Rural Residential) to C-1 (Neighborhood Commercial District), and 10.34 acres from RR (Ada County Zone, Rural Residential) to C-2 (Area Commercial District). Portions of the rezoned areas will be developed within a preliminary plat application which is included with this submittal, as well as future preliminary plats.

The annexation application will provide entitlements for a multi-phase residential and mixed-use development for the entire site. The C-1 neighborhood commercial area will have approximately 21,000 square feet of building that will include neighborhood office, restaurant and other uses that are intended to support the new residences. The overall buildout, including future preliminary plats, is estimated to have approximately 60,000 square feet of buildings. To further support the future residential homes, a coffee shop with gathering place will be added. Additionally, a small convenience store, a cell tower site, and a mini-storage facility are potential uses in the future C-1 and C-2 areas.

Development Agreement

A draft development agreement has been submitted with this application in accordance with Title 5, Chapter 14 of the Kuna City Code. Upon approval of these applications, this development agreement will be updated with the conditions of development determined by Kuna City Council and ACHD and will include an updated concept plan that reflects those requirements.

Within the Development Agreement are proposed financing policies and procedures for a Community Infrastructure District (CID) that upon City Council approval will setup a structure to help pay for some of the significant public and/or offsite improvements. The property owners responsible to be a part of this CID are only the property owners within this application.

Attachments in the development agreement include the overall master plan, annexation request, (as shown on the color master plans and landscape plan), dimensional requirements and community infrastructure district financing guidelines.

Planned Unit Development

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

The design of the project is intended to provide a variety of housing product types and cluster the residential units to provide a variety of open space areas. The overall 761 acres will be divided into various development areas and phases as shown on the enclosed master plan. These different areas will include single-family residential, multi-family residential, commercial areas (ie neighborhood office, mini-self storage, potential cell tower site, etc), an elementary school site, and private and public common area open spaces. The amenities within the common area open spaces will include: parks, pathways, trails, and swimming pools for the Spring Rock residents. The open space and the landscaping will be in compliance with the provisions listed in Kuna City Code and will be subject to Design Review. The parks and pathways will include combinations of active and passive amenities. There are 2 large proposed city parks that will be dedicated to the City of Kuna: one for fishing and the other to be a large area for soccer, football and other sports. The pathways will be open to the public even though a portion of them will be owned and maintained by the private homeowners association.

The overall development plan categorizes the areas as follows:

Preliminary Plat #1

| Area Description | Gross Acres | Lot/Unit Count |
|-------------------------|--------------------|-----------------------|
| Commercial | 10 | |
| Residential | 150 | 791/893 |
| School | 10 | |
| Roads | 45 | |
| Open space | 85 | |
| Future Development Area | 177 | |
| Totals | 477 | |

Overall Master Plan

| Area Description | Est. Gross Acres | Lot/Unit Count |
|---|-------------------------|-----------------------|
| Commercial | 44 | |
| Residential (SF & MF) (includes roads) | 547 | 1,954/2,274 |
| School | 10 | |
| Open Space | 160 | |
| Total | 761 | |

For the first Preliminary Plat, the gross density is 1.9 Dwelling Units per Acre (893 units / 477 acres) and the net density (excluding roads) is 2.57. The gross density for the overall master plan site is 2.99 Dwelling Units per Acre (2,274/761) and the net density (excluding roads is 4.5 unknown at this time as the final layout is to be determined.

The proposed development is designed to meet all requirements outlined in Kuna City Code Title 5, Chapter 7 in regard to Planned Unit Developments. Amenities to be provided include: a large community park, a fishing pond, local and regional pathways and trails with access to BLM lands, and private swimming pools for Spring Rock community residents that will be constructed to accommodate all age groups and will meet ADA accessibility standards. The project will contain open space totaling a minimum of 20% of the gross project acreage. Private common area open spaces, amenities, and private driveways (for a portion of multi-family and commercial areas) will all be owned and maintained by the Homeowner’s Association as outlined in the Development Agreement and Covenants, Conditions and Restrictions that will be recorded with this development and each phase as it progresses. Additionally, street lights will be dark sky compliant and actual light fixture specifications will be provided to the city for further review and approval.

Access to the development will be provided at various points along Ten Mile Creek Road and Hubbard Road. The development will extend Five Mile Road from north to South to make a connection to the future extension of Five Mile Road to Kuna Road when installed by the Falcon Crest developer. We are working with ACHD and are proposing a new round about at the intersection of Ten Mile Creek Road and Five Mile Road to slow down speed traffic in the area. Additionally, there will be a residential collector road connecting Ten Mile Creek Road to Five Mile Road within the development to provide connectivity within the project and to filter traffic throughout, rather than guide all traffic out to the main roads. Many of the trips for food service, recreation, and basic commercial services will be within walking, biking, or a golf cart ride from the residences in the community.

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

PUD – Code Change Request

The developer is also requesting certain code changes to Kuna City Code Title 5, Chapter 7, Chapter 10 and Chapter 17 and Title 6, Chapter 2, Chapter 3, and Chapter 4. The code changes are outlined in Exhibit E of the Development Agreement. The changes requested, which are similar to and fewer than the code change requests for the Falcon Crest subdivision, refer to total required open space, structure separation, performance bonding, subdivision signage, landscaping, allowable uses, potable water source, and various subdivision requirements. These changes will accommodate the proposed mixed-use layout.

Preliminary Plat

The first preliminary plat proposed within this Planned Unit Development consists of 476.76 acres, includes the C-1, C-2, R-6 and R-12 zoning designations and will be divided into 825 lots. This will include 7 commercial lots (6 buildable and 1 future commercial lot), 791 residential lots (893 dwelling units), 23 common lots, 1 school lot, 1 future MF lot, and 2 public utility lots. There are also 3 common private accesses (not separate lots) that will be used for the commercial area, a portion of the northern 4-plex area and the multi-family area. The common area for the first preliminary plat will incorporate 85 acres, which is 17.8% of the platted area. The average lot size is 8,267 square feet. Though the overall density for the entire development will be 2.99 dwelling units per acre, to show a commitment to provide more active and developed open space up front within the development the density for the first preliminary plat is only 1.9 dwelling units per acre.

There will be common driveways or private streets to access the commercial areas and a small portion of the multifamily area. This first preliminary plat will occur in approximately 13

phases and will begin with phase 1 taking access from Five Mile Road. This preliminary plat area is intended to provide future residents with a variety of housing types that will range from 4-plex rentals to traditional single-family homes to custom homes. We intend to own and/or manage the 4-plex rentals to ensure long-term quality and upkeep. Additionally, several of the single-family homesites are intended to have smaller yards due to the significant open space and clustering the homesites in the master plan design as the general public is moving towards healthy and social living.

Design Review

The landscaping proposed in this development includes elements that are outlined in Chapter 17 of the Kuna City Code. The elements that have been designed are the required numbers and species of trees and bushes within the 20' – 25' landscape buffers and internal open (common) space areas, around the pool areas, pathways, and includes irrigation and fencing. The proposed fencing ranges from a 4' solid and/or 6' wrought iron along the pathways and other common areas and 6' solid privacy fencing around at the back of the landscape buffers and residences.

As noted on the enclosed plans, the landscaping shall be installed in accordance with Chapter 17 of the Kuna City Code. On-site stormwater retention methods will be explored further at the time of final plat and construction review. Proposed structures will be evaluated as building permits are requested for the recorded lots. Maintenance will be provided by the homeowner's association for the development.

Overall Development Schedule

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

The enclosed applications have been submitted in accordance with the requirements of the City of Kuna and will comply with all applicable local, state and federal requirements. The development has been designed in accordance with the City of Kuna's Code and Comprehensive Plan. Please contact me at 208-850-1070 if you have any questions regarding this application.

Sincerely,

Dave Yorgason

received
7.18.19



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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

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

| For Office Use Only | |
|------------------------------|--|
| File Number (s) | 19-06-S, 19-10-AM, 19-05-ZC, 19-01-PUD, |
| Project name | 19-23-DR Springrock Sub |
| Date Received | 7.18.19 |
| Date Accepted/ Complete | |
| Cross Reference Files | |
| Commission Hearing Date | |
| City Council Hearing Date | |

Contact/Applicant Information

| | |
|---|-------------------------------------|
| Owners of Record: <u>See Affidavits</u> | Phone Number: _____ |
| Address: _____ | E-Mail: _____ |
| City, State, Zip: _____ | Fax #: _____ |
| Applicant (Developer): <u>Ten Mile Creek LLC</u> | Phone Number: <u>208-850-1070</u> |
| Address: <u>1211 N Happy Dr.</u> | E-Mail: <u>dyorgason6@gmail.com</u> |
| City, State, Zip: <u>Boise ID 83706</u> | Fax #: _____ |
| Engineer/Representative: <u>RiverRidge Engineer</u> | Phone Number: <u>208-344-1180</u> |
| Address: <u>2447 S Vista</u> | E-Mail: <u>dpowell@rvrdg.com</u> |
| City, State, Zip: <u>Boise ID 83705</u> | Fax #: _____ |

Subject Property Information

| | |
|--|---|
| Site Address: <u>Ten Mile Creek Rd</u> | |
| Site Location (Cross Streets): <u>Hubbard Rd & Five Mile Rd, Ten Mile Creek & Cole</u> | |
| Parcel Number (s): <u>See Parcels List attached</u> | |
| Section, Township, Range: <u>Township: 2N Range: 1E</u> | |
| Property size: <u>761 Acres</u> | |
| Current land use: <u>Agriculture</u> | Proposed land use: <u>Residential, Commercial</u> |
| Current zoning district: <u>AG</u> | Proposed zoning district: <u>R-6, R-12, C-1</u> |

Project Description

Project / subdivision name: Spring Rock Subdivision

General description of proposed project / request: Master Plan includes residential, multi-family, neighborhood commercial, City pond & parks, elementary school site.

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): Pathways, active outdoor features, City pond & parks, HOA community pools.

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: Existing residence

Any existing buildings to remain? Yes No Existing residence

Number of residential units: 893 Prelim-Plat Number of building lots: 791-Prelim Plat

Number of common and/or other lots: 34

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): NA

Gross density (DU/acre-total property): 2.99 Net density (DU/acre-excluding roads): 4.5

Percentage of open space provided: 20% Acreage of open space: 160 (see narrative)

Type of open space provided (i.e. landscaping, public, common, etc.): Landscaping buffers along collector & arterial streets, public pathways & parks

Non-Residential Project Summary (if applicable)

Number of building lots: 6 Other lots: 4

Gross floor area square footage: 21,000 Existing (if applicable): _____

Hours of operation (days & hours): _____ Building height: _____

Total number of employees: _____ Max. number of employees at one time: _____

Number and ages of students/children: _____ Seating capacity: _____

Fencing type, size & location (proposed or existing to remain): _____

Proposed Parking:

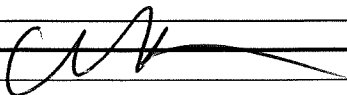
a. Handicapped spaces: _____ Dimensions: _____

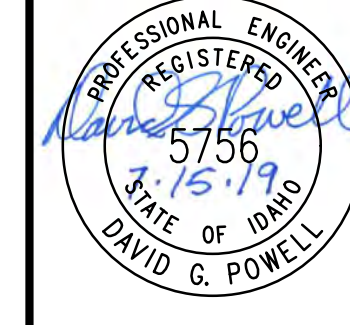
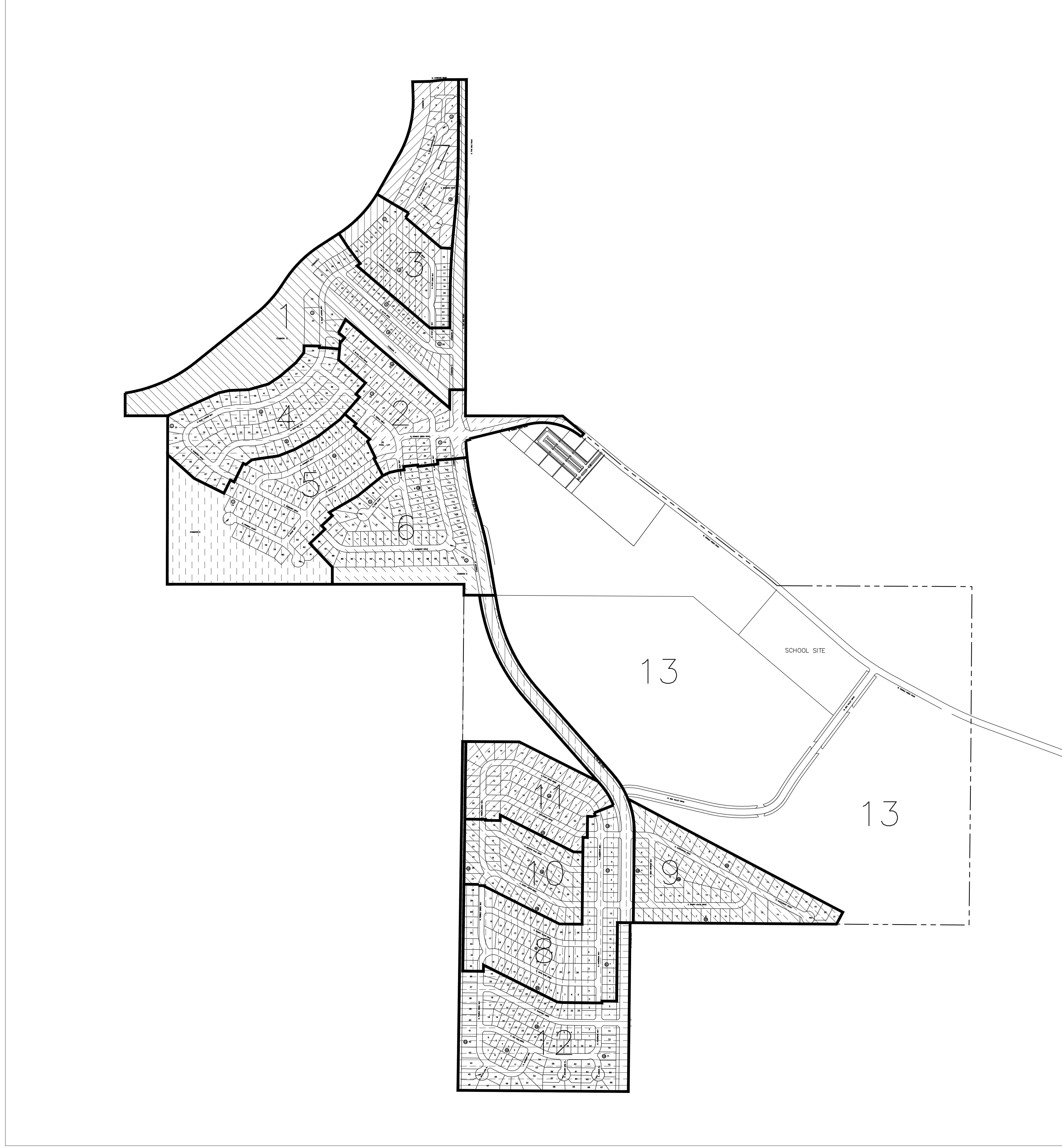
b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

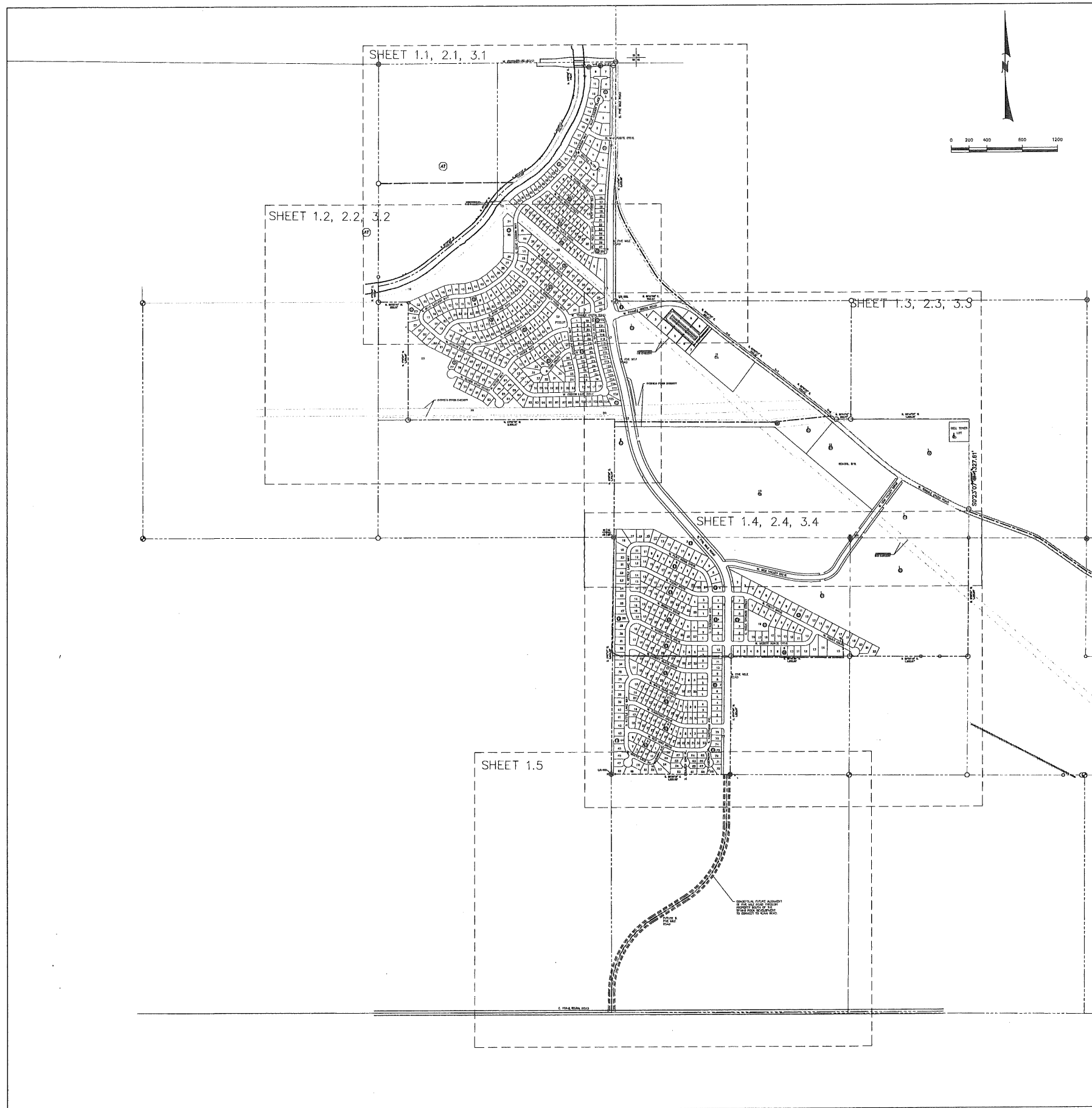
Proposed Lighting: _____

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature:  Date: 7/19/2019



| NO. | REVISIONS | DATE | E-FILE NAME | | | |
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| DRAWING INDEX | |
|---------------|----------------------------------|
| SHEET | DESCRIPTION |
| 1.0 | COVER SHEET |
| 1.1 | AREA 1 SITE PLAN |
| 1.2 | AREA 2 SITE PLAN |
| 1.3 | AREA 3 SITE PLAN |
| 1.4 | AREA 4 SITE PLAN |
| 1.5 | AREA 4 SITE PLAN |
| 1.6 | TYPICAL ROADWAY DETAILS |
| 2.1 | AREA 1 GRADING AND DRAINAGE PLAN |
| 2.2 | AREA 2 GRADING AND DRAINAGE PLAN |
| 2.3 | AREA 3 GRADING AND DRAINAGE PLAN |
| 2.4 | AREA 4 GRADING AND DRAINAGE PLAN |
| 3.1 | AREA 1 UTILITY PLAN |
| 3.2 | AREA 2 UTILITY PLAN |
| 3.3 | AREA 3 UTILITY PLAN |
| 3.4 | AREA 4 UTILITY PLAN |

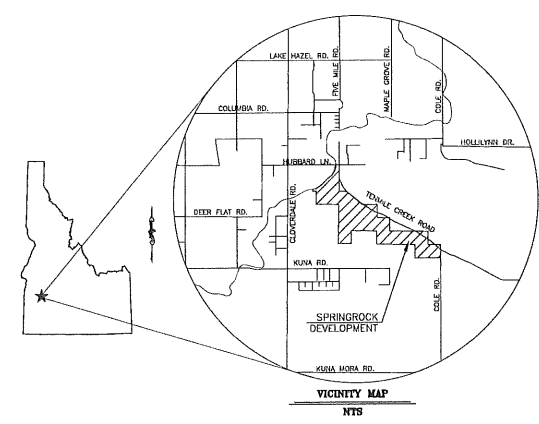
ENGINEER:
 RIVERIDGE ENGINEERING COMPANY
 2447 S. Vista Avenue
 Boise, Idaho 83705
 (208) 344-1180

SURVEYOR:
 IDAHO SURVEY GROUP
 9955 W. Emerald Street
 Boise, Idaho 83704
 (208) 846-8570

DEVELOPER:
 TENMILE CREEK LLC
 1211 Happy Drive
 Boise, Idaho 83706
 (208) 850-1070

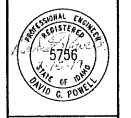
LEGEND

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| ○ | FOUND 1/2" IRON PIN |
| ○ | FOUND 5/8" IRON PIN |
| ○ | FOUND BRASS CAP |
| ○ | FOUND ALUMINUM CAP MONUMENT |
| ○ | SET ALUMINUM CAP MONUMENT |
| ○ | SET 5/8" IRON PIN WITH CAP |
| ○ | CALCULATED POINT |
| △ | PROPERTY BOUNDARY |
| --- | PARCEL LINE |
| --- | SECTION LINE |
| --- | RIGHT-OF-WAY LINE |
| --- | CENTERLINE |
| --- | FACILITY LINE |
| --- | BULK HEADER |
| • | LOT NUMBER |



Riveridge Engineering Company
 2447 S. Vista Avenue, Boise, Idaho 83705
 Ph. (208) 344-1180, Fax (208) 344-1182

| DATE | REVISIONS | |
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| | NO. | DESCRIPTION |
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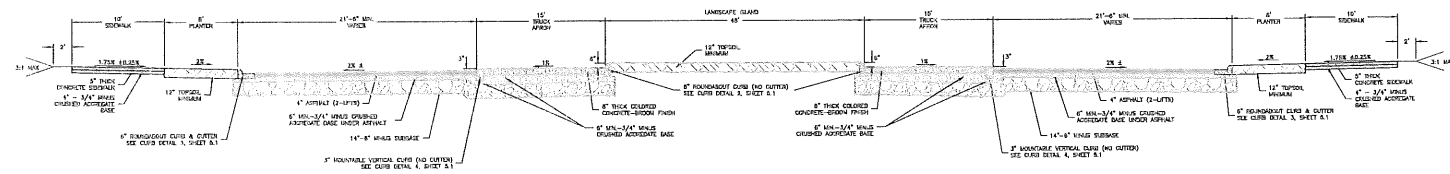


SPRING ROCK PRELIMINARY PLAT

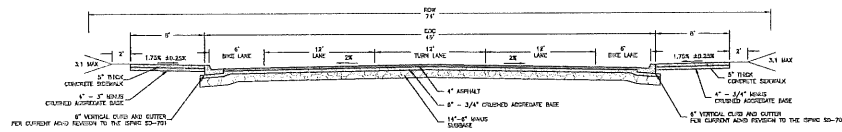
COVER SHEET
 LOCATED IN THE S1/2 OF SECTION 14, THE E1/2 OF TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO

DATE: MAY 2019
 PROJECT: 18042
 SHEET 1.0 OF 15

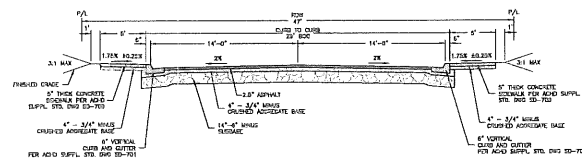
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TYPICAL ROUNDABOUT SECTION
N. FIVE MILE ROAD AND E. TEN MILE ROAD
 SCALE: NONE

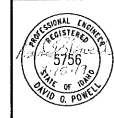


TRAILWOOD WAY
S. FIVE MILE ROAD, E. TEN MILE ROAD,
W. GEM VALLEY DRIVE
 SCALE: NONE



ALL INTERNAL STREETS
 SCALE: NONE

| DATE | DESCRIPTION | BY | CHKD |
|------|-------------|----|------|
| | DESIGNED | | |
| | DRAWN | | |
| | CHECKED | | |
| | APPROVED | | |



SPRING ROCK
PRELIMINARY PLAT

ROADWAY TYPICAL SECTIONS
 SHEET 5 OF 6

Spring Rock Subdivision Master Plan

HUBBARD ROAD

AREA "A"

| | |
|--------------------------|-----|
| 4-PLEX LOTS | 34 |
| 70' LOTS | 100 |
| 60' - 65' LOTS | 160 |
| 50' - 55' LOTS | 134 |
| TOTAL COUNT | 428 |
| TOTAL 4-PLEX UNITS | 136 |
| TOTAL ACRES = 145 | |
| DENSITY = 2.95 LOTS/ACRE | |
| DENSITY = 3.6 UNITS/ACRE | |

KEY

- = 70'+ LOTS
- = 60'-65' LOTS
- = 50'-55' LOTS
- = 4-PLEX LOTS
- = COMMERCIAL LOTS
- = SCHOOL ZONE
- = OPEN SPACE / PARKS
- = FUTURE DEVELOPMENT

FIVE MILE ROAD

FALCON CREST GOLF COURSE

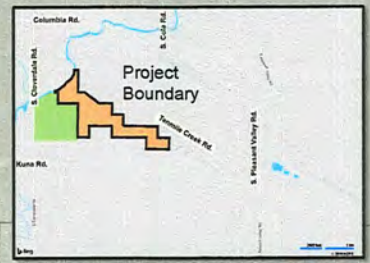
AREA "B"

| | |
|--------------------------|-----|
| 70' - 100' LOTS | 145 |
| 60' - 70' LOTS | 138 |
| 50' - 55' LOTS | 80 |
| TOTAL COUNT | 363 |
| TOTAL ACRES = 98.9 | |
| DENSITY = 3.67 LOTS/ACRE | |

TENMILE CREEK ROAD

PARK 37.6 ACRES +/-

SCHOOL SITE 10.4 ACRES +/-



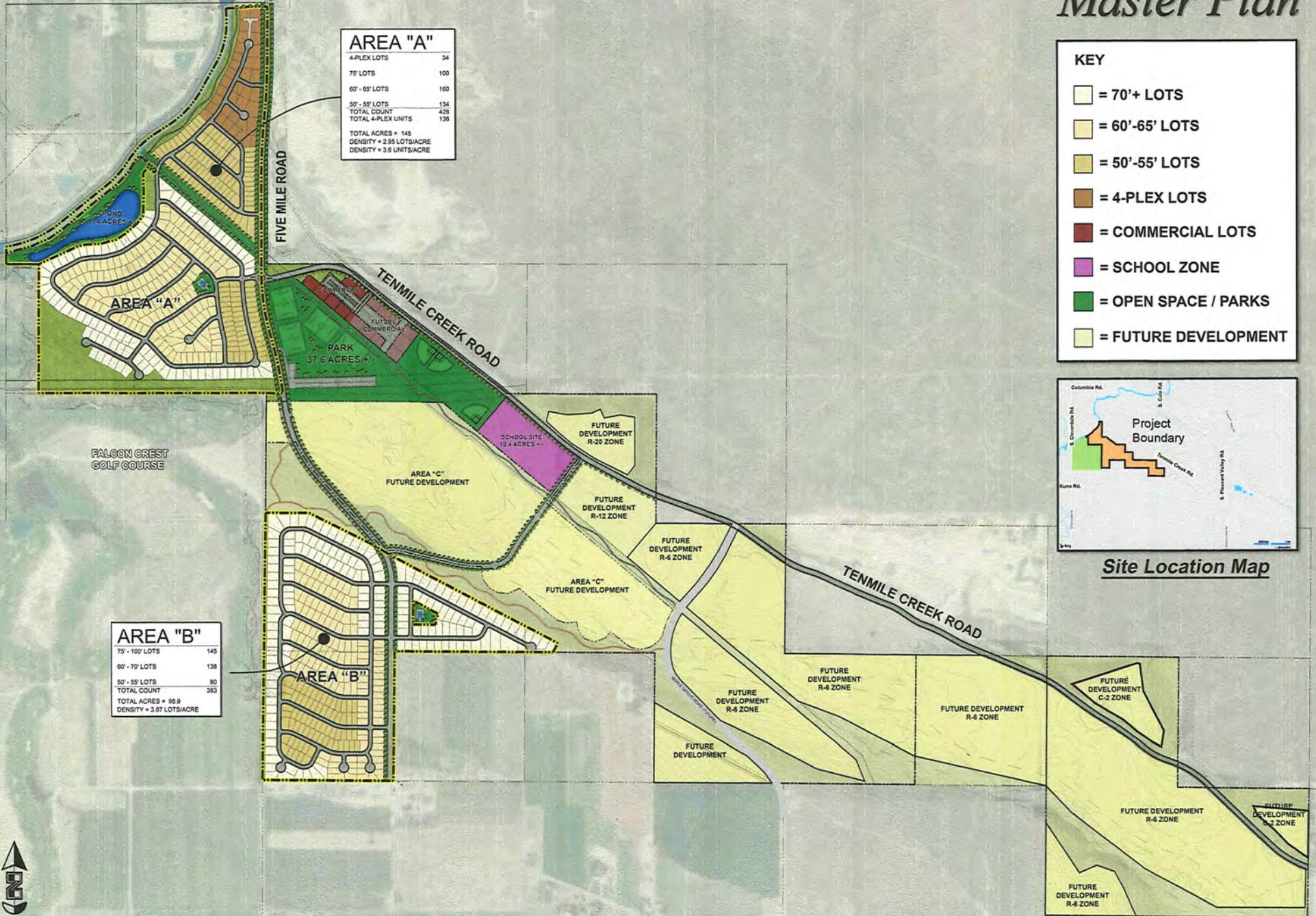
Site Location Map

AREA "C" FUTURE DEVELOPMENT

AREA "B"

AREA "C" FUTURE DEVELOPMENT

TENMILE CREEK ROAD



Annexation Description for
Spring Rock Subdivision
July 17, 2019

A parcel of land situated within the South 1/2 of Section 14, the East 1/2 of Section 15, the North 1/2 of Section 23, and Section 24, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at an aluminum cap monument, marking the corner common to said Sections 10, 11, 14, and 15;

thence South 00°09'54" West, 2,673.29 feet to a brass cap monument, marking the 1/4 corner common to said Sections 14 and 15;

thence along the east-west centerline of said Section 14, South 89°51'58" East, 760.44 feet to the centerline of W. Ten Mile Creek Road;

thence along said centerline the following six (6) courses and distances:

South 50°06'33" East, 601.02 feet;

48.13 feet along the arc of curve to the left having a radius of 1,000.00 feet, a central angle of 02°45'27" and a long chord which bears South 51°29'16" East, 48.12 feet;

South 52°52'00" East, 628.18 feet;

60.41 feet along the arc of curve to the right having a radius of 5,000.00 feet, a central angle of 00°41'32" and a long chord which bears South 52°31'14" East, 60.41 feet;

South 52°10'28" East, 630.60 feet;

173.53 feet along the arc of curve to the right having a radius of 3,000.00 feet, a central angle of 03°18'51" and a long chord which bears South 50°31'02" East, 173.51 feet to the North boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 14;

thence along said North boundary line, South 89°44'41" East, 199.77 feet to 5/8" iron pin, PLS 5461, marking the Center-South 1/16 corner of said Section 14;

thence South 89°44'23" East, 1,325.21 feet to the Southeast 1/16 corner of said Section 14;



thence South 00°23'07" West, 1,327.65 feet to a 1/2" iron pin, no cap, marking the East 1/16 corner common to said Sections 14 and 23;

thence South 89°37'22" East, 1,326.43 feet to an aluminum cap monument marking the section corner common to said Sections 13, 14, 23, and 24;

thence South 00°43'11" West, 1,322.80 feet to a 1/2" iron pin, marking the North 1/16 corner common to said Sections 23 and 24;

thence South 89°20'53" East, 2,676.34 feet to the Center-North 1/16 corner of said Section 24;

thence South 89°22'11" East, 1,342.21 feet to a 5/8" iron pin, PLS 4431, marking the Northeast 1/16 corner of said Section 24;

thence South 00°31'46" West, 1,326.44 feet to the Center-East 1/16 corner of said Section 24;

thence South 89°18'12" East, 1,341.68 feet to an aluminum cap monument, marking the 1/4 corner common to Section 19, Township 2 North, Range 2 East, B.M., and said Section 24;

thence South 00°43'11" West, 1,323.25 feet to the South 1/16 corner common to said Sections 24 and 19;

thence North 89°24'54" West, 2,678.41 feet to the Center-South 1/16 corner of said Section 24;

thence North 00°30'23" East, 1,328.47 feet to the Center 1/4 corner of said Section 24;

thence North 89°18'12" West, 2,681.27 feet to a brass cap monument, marking the 1/4 corner common to said Sections 23 and 24;

thence North 89°36'00" West, 1,320.59 feet to a 5/8" iron pin, marking the Center-East 1/16 corner of Section 23;

thence North 00°35'36" East, 1,322.52 feet to a 5/8" iron pin, marking the North-East 1/16 corner of Section 23;

thence North 89°36'42" West, 1,323.87 feet to a 5/8" iron pin, PLS 1923, marking the Center-North 1/16 corner of said Section 23;



thence North 89°36'26" West, 1,329.66 feet to a 5/8" iron pin, marking the North-West 1/16 corner of said Section 23;

thence South 00°37'35" West, 1,321.98 feet to the Center-West 1/16 corner of said Section 23;

thence North 89°35'15" West, 1,333.83 feet to an aluminum cap monument, marking the 1/4 corner common to Section 22, Township 2 North, Range 1 East, B.M., and said Section 23;

thence North 00°47'19" East, 2,643.08 feet to an aluminum cap monument, marking the corner common to said Sections 14, 15, 22, and 23;

thence North 00°29'59" East, 1,319.34 feet to a 1/2" iron pin, PLS 2471, marking the South 1/16 corner common to said Sections 14 and 15;

thence on the South boundary line of the North 1/2 of the Southeast 1/4 of said Section 15, North 89°59'19" West, 2,323.61 feet to a 5/8" iron pin on the East boundary line of the West 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 15;

thence on said East boundary line, North 00°10'31" East, 1,319.06 feet to the East-West centerline of said Section 15;

thence along said East-West centerline, North 89°59'40" West, 333.01 feet to a 5/8" iron pin, PLS 4998, marking the Center 1/4 of said Section 15;

thence on the North-South centerline of said Section 15, North 00°07'54" East, 177.81 feet to the centerline of the New York Canal;

thence along said centerline the following ten (10) courses and distances:

613.35 feet along the arc of a curve to the left having a radius of 1,165.00 feet, a central angle of 30°09'54" and a long chord which bears North 66°14'17" East, 606.29 feet;

North 51°09'23" East, 602.78 feet;

288.36 feet along the arc of curve to the left having a radius of 955.00 feet, a central angle of 17°18'02" and a long chord which bears North 42°30'22" East, 287.27 feet;

North 33°51'21" East, 72.22 feet;



370.81 feet along the arc of curve to the right having a radius of 910.00 feet, a central angle of 23°20'49" and a long chord which bears North 45°31'45" East, 368.25 feet;

North 57°12'10" East, 173.84 feet;

464.67 feet along the arc of curve to the left having a radius of 960.00 feet, a central angle of 27°43'58" and a long chord which bears North 43°20'11" East, 460.15 feet;

North 29°28'12" East, 323.78 feet;

475.70 feet along the arc of curve to the left having a radius of 865.00 feet, a central angle of 31°30'34" and a long chord which bears North 13°42'55" East, 469.73 feet;

North 02°02'22" West, 173.63 feet to the centerline of W. Hubbard Road;

Thence along said centerline, North 89°39'26" East, 423.49 feet to the **REAL POINT OF BEGINNING**.

Containing 761.44 acres, more or less.

End of Description



Preliminary Plat Boundary Description for
Spring Rock Subdivision
July 17, 2019

A parcel of land situated within the South 1/2 of Section 14, the East 1/2 of Section 15, and the North 1/2 of Section 23, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument, marking the corner common to said Sections 10, 11, 14, and 15; thence along the West boundary line of said Section 15, South 00°09'54" West, 40.00 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said West boundary line, South 00°09'54" West, 2,633.29 feet to a brass cap monument, marking the 1/4 corner common to said Sections 14 and 15;

thence along the east-west centerline of said Section 14, South 89°51'58" East, 760.44 feet to the centerline of W. Ten Mile Creek Road;

thence along said centerline the following six (6) courses and distances:

South 50°06'33" East, 601.02 feet;

48.13 feet along the arc of curve to the left having a radius of 1,000.00 feet, a central angle of 02°45'27" and a long chord which bears South 51°29'16" East, 48.12 feet;

South 52°52'00" East, 628.18 feet;

60.41 feet along the arc of curve to the right having a radius of 5,000.00 feet, a central angle of 00°41'32" and a long chord which bears South 52°31'14" East, 60.41 feet;

South 52°10'28" East, 630.60 feet;

173.53 feet along the arc of curve to the right having a radius of 3,000.00 feet, a central angle of 03°18'51" and a long chord which bears South 50°31'02" East, 173.51 feet to the North boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 14;

thence along said North boundary line, South 89°44'41" East, 199.77 feet to 5/8" iron pin, PLS 5461, marking the Center-South 1/16 corner of said Section 14;



thence South 89°44'23" East, 1,325.21 feet to the Southeast 1/16 corner of said Section 14;

thence South 00°23'07" West, 1,327.65 feet to a 1/2" iron pin, no cap, marking the East 1/16 corner common to said Sections 14 and 23;

thence South 00°35'36" West, 1,322.53 feet to a 5/8" iron pin, no cap, marking the Northeast 1/16 corner to said Section 23;

thence North 89°36'42" West, 1,323.87 feet to a 5/8" iron pin, PLS 1923, marking the Center-North 1/16 corner of said Section 23;

thence North 89°36'26" West, 1,329.66 feet to a 5/8" iron pin, marking the North-West 1/16 corner of said Section 23;

thence South 00°37'35" West, 1,321.98 feet to the Center-West 1/16 corner of said Section 23;

thence North 89°35'15" West, 1,333.83 feet to an aluminum cap monument, marking the 1/4 corner common to Section 22, Township 2 North, Range 1 East, B.M., and said Section 23;

thence North 00°47'19" East, 2,643.08 feet to an aluminum cap monument, marking the corner common to said Sections 14, 15, 22, and 23;

thence North 00°29'59" East, 1,319.34 feet to a 1/2" iron pin, PLS 2471, marking the South 1/16 corner common to said Sections 14 and 15;

thence on the South boundary line of the North 1/2 of the Southeast 1/4 of said Section 15, North 89°59'19" West, 2,323.61 feet to a 5/8" iron pin on the East boundary line of the West 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 15;

thence on said East boundary line, North 00°10'31" East, 1,319.06 feet to the East-West centerline of said Section 15;

thence along said East-West centerline, North 89°59'40" West, 333.01 feet to a 5/8" iron pin, PLS 4998, marking the Center 1/4 of said Section 15;

thence on the North-South centerline of said Section 15, North 00°07'54" East, 177.81 feet to the centerline of the New York Canal;

thence along said centerline the following ten (10) courses and distances:



613.35 feet along the arc of a curve to the left having a radius of 1,165.00 feet, a central angle of 30°09'54" and a long chord which bears North 66°14'17" East, 606.29 feet;

North 51°09'23" East, 602.78 feet;

288.36 feet along the arc of curve to the left having a radius of 955.00 feet, a central angle of 17°18'02" and a long chord which bears North 42°30'22" East, 287.27 feet;

North 33°51'21" East, 72.22 feet;

370.81 feet along the arc of curve to the right having a radius of 910.00 feet, a central angle of 23°20'49" and a long chord which bears North 45°31'45" East, 368.25 feet;

North 57°12'10" East, 173.84 feet;

464.67 feet along the arc of curve to the left having a radius of 960.00 feet, a central angle of 27°43'58" and a long chord which bears North 43°20'11" East, 460.15 feet;

North 29°28'12" East, 323.78 feet;

475.70 feet along the arc of curve to the left having a radius of 865.00 feet, a central angle of 31°30'34" and a long chord which bears North 13°42'55" East, 469.73 feet;

North 02°02'22" West, 118.61 feet to the South right-of-way line of W. Hubbard Road;

thence along said South right-of-way line the following three (3) courses and distances:

North 89°39'26" East, 121.85 feet;

North 83°04'31" East, 130.86 feet;

North 89°39'26" East, 169.66 feet to the **REAL POINT OF BEGINNING**.

Containing 476.76 acres, more or less.

End of Description.



C-1 Zone Description for
Spring Rock Subdivision
July 17, 2019

A parcel of land situated within the Southwest 1/4 of Section 14, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the 1/4 corner common to said Section 14 and Section 15, Township 2 North, Range 1 East, B.M., from which an aluminum cap monument marking the corner common to Sections 10, 11, 14 and 15, Township 2 North, Range 1 East, B.M., bears North 00°09'54" East, 2,673.29 feet; thence on the East-West centerline of said Section 14; South 89°51'58" East, 513.30 feet to the **REAL POINT OF BEGINNING**;

thence continuing on said East-West centerline, South 89°51'58" East, 247.13 feet to the centerline of W. Ten Mile Creek Road;

thence on said centerline the following three (3) courses and distances:

South 50°06'33" East, 601.02 feet;

48.13 feet along the arc of a curve to the left, having a radius of 1,000.00 feet, a central angle of 02°45'27" and a long chord which bears South 51°29'16" East, 48.12 feet;

South 52°52'00" East, 405.30 feet;

thence leaving said centerline, South 36°33'37" West, 446.10 feet;

thence North 49°41'09" West, 1,417.19 feet;

thence North 76°09'11" East, 252.92 feet;

thence 32.40 feet along the arc of a curve to the right, having a radius of 500.00 feet, a central angle of 03°42'44" and a long chord which bears North 78°00'33" East, 32.39 feet;

thence North 00°05'38" East, 34.83 feet to the **REAL POINT OF BEGINNING**.

Containing 12.21 acres, more or less.

End of Description.



C-2 Zone Description for
Spring Rock Subdivision
July 17, 2019

Parcel 1

A parcel of land situated within the Northwest 1/4 of the Southwest 1/4 of Section 14, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the 1/4 corner common to said Section 14 and Section 15, Township 2 North, Range 1 East, B.M., from which an aluminum cap monument marking the corner common to Sections 10, 11, 14 and 15, Township 2 North, Range 1 East, B.M., bears North 00°09'54" East, 2,673.29 feet;

thence on the east-west centerline of said Section 14, South 89°51'58" East, 513.30 feet;

thence leaving said east-west centerline, South 00°05'38" West, 34.83 feet;

thence 32.40 feet along the arc of a curve to the left, having a radius of 500.00 feet, a central angle of 03°42'44" and a long chord which bears South 78°00'33" West, 32.39 feet;

thence South 76°09'11" West, 409.30 feet;

thence 38.16 feet along the arc of a curve to the right, having a radius of 500.00 feet, a central angle of 04°22'22" and a long chord which bears South 78°20'22" West, 38.15 feet;

thence North 17°29'55" West, 155.63 feet to the **REAL POINT OF BEGINNING**.

Containing 1.06 acres, more or less.

AND

Parcel 2

A parcel of land situated within the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:



Commencing at an aluminum cap monument marking the corner common to Sections 13, 14, 23 and 24, Township 2 North, Range 1 East, B.M., from which an aluminum cap monument marking the 1/4 corner common to said Sections 14 and 23, bears North 89°37'22" West, 2,652.85 feet; thence North 89°37'22" West, 1,326.43 feet to a 1/2" iron pin, no cap, marking the East 1/16 corner common to said Sections 14 and 23; thence on the East boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 14, North 00°23'07" East, 1063.07 feet to the **REAL POINT OF BEGINNING**;

thence leaving said East boundary line, South 90°00'00" West, 255.53 feet;

thence North 00°00'00" East, 265.74 feet to the North boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 14;

thence on said North boundary line, South 89°44'23" East, 257.32 feet to the Southeast 1/16 corner of said Section 14;

thence on the East boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 14, South 00°23'07" West, 264.58 feet to the **REAL POINT OF BEGINNING**.

Containing 1.56 acres, more or less.

AND

Parcel 3

A parcel of land situated within the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 24, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the 1/4 corner common to said Section 24 and Section 19, Township 2 North, Range 1 East, B.M., from which a brass cap monument marking the corner common to Sections 19, 24, 25 and 30, Township 2 North, Range 1 East, B.M., bears South 00°44'13" West, 2,646.71 feet; thence on the east-west centerline of said Section 24, North 89°18'12" West, 1341.68 feet to the Center-East 1/16 corner of said Section 24; thence on the East boundary line of the Southwest 1/4 of the Northeast 1/4, North 00°31'46" East, 237.78 feet to the centerline of W. Ten Mile Creek Road and the **REAL POINT OF BEGINNING**;

thence on said centerline the following eight (8) courses and distances:

104.70 feet along the arc of a curve to the left, having a radius of 1,025.00 feet, a central angle of 05°51'08" and a long chord which bears North 69°20'09" West, 104.65 feet;



307.21 feet along the arc of a curve to the right, having a radius of 800.00 feet, a central angle of 22°00'08" and a long chord which bears North 61°15'40" West, 305.32 feet;

466.89 feet along the arc of a curve to the left, having a radius of 3,000.00 feet, a central angle of 08°55'01" and a long chord which bears North 54°43'07" West, 466.42 feet;

252.60 feet along the arc of a curve to the right, having a radius of 2,500.00 feet, a central angle of 05°47'21" and a long chord which bears North 56°16'56" West, 252.50 feet;

North 53°23'16" West, 302.04 feet;

252.98 feet along the arc of a curve to the left, having a radius of 1,093.00 feet, a central angle of 13°15'42" and a long chord which bears North 60°01'06" West, 252.42 feet;

North 66°38'57" West, 323.90 feet;

209.06 feet along the arc of a curve to the left, having a radius of 22,600.00 feet, a central angle of 00°31'48" and a long chord which bears North 66°54'51" West, 209.06 feet to the North boundary line of the Southeast 1/4 of the Northwest 1/4 of Section 24;

thence along said North boundary line, South 89°20'53" East, 575.15 feet to the Center-North 1/16 corner of said Section 24;

thence on the North boundary line of the Southwest 1/4 of the Northeast 1/4, South 89°22'11" East, 1,342.21 feet to a 5/8" iron pin, PLS 4431, marking the Northeast 1/16 corner of said Section 24;

thence on the East boundary line of the Southwest 1/4 of the Northeast 1/4, South 00°31'46" West, 1,088.66 feet to the **REAL POINT OF BEGINNING**.

Containing 22.91 acres, more or less.

AND

Parcel 4

A parcel of land situated within the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:



BEGINNING at an aluminum cap monument marking the 1/4 corner common to said Section 24 and Section 19, Township 2 North, Range 1 East, B.M., from which a brass cap monument marking the corner common to Sections 19, 24, 25 and 30, Township 2 North, Range 1 East, B.M., bears South 00°44'13" West, 2,646.71 feet;

thence on the section line common to said Sections 19 and 24, South 00°43'11" West, 808.23 feet to the centerline of W. Ten Mile Creek Road;

thence on said centerline the following three (3) courses and distances:

North 69°39'03" West, 32.90 feet;

404.18 feet along the arc of a curve to the right, having a radius of 978.00 feet, a central angle of 23°40'44" and a long chord which bears North 57°48'42" West, 401.31 feet;

North 45°58'20" West, 856.19 feet to the east-west centerline of said Section 24;

thence on said east-west centerline, South 89°18'12" East, 996.30 feet to the **REAL POINT OF BEGINNING**.

Containing 10.34 acres, more or less.

End of Description.



R-6 Zone Description for
Spring Rock Subdivision
July 17, 2019

A parcel of land situated within the South 1/2 of Section 14, the East 1/2 of Section 15, the North 1/2 of Section 23, and Section 24, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the 1/4 corner common to said Sections 14 and 15, from which an aluminum cap monument marking the corner common to said Sections 10, 11, 14 and 15 bears North 00°09'54" East, 2,673.29 feet;

thence South 17°29'55" East, 155.63 feet;

thence 38.16 feet along the arc of a curve to the left, having a radius of 500.00 feet, a central angle of 04°22'22" and a long chord which bears North 78°20'22" East, 38.15 feet;

thence North 76°09'11" East, 156.38 feet;

thence South 49°41'09" East, 1,417.19 feet;

thence North 36°33'37" East, 446.10 feet to the centerline of W. Ten Mile Creek Road;

thence on said centerline the following six (6) courses and distances:

South 52°52'00" East, 222.88 feet;

60.41 feet along the arc of a curve to the right, having a radius of 5,000.00 feet, a central angle of 00°41'32" and a long chord which bears South 52°31'14" East, 60.41 feet;

South 52°10'28" East, 630.60 feet;

173.53 feet along the arc of a curve to the right, having a radius of 3,000.00 feet, a central angle of 03°18'51" and a long chord which bears South 50°31'02" East, 173.51 feet;

South 48°51'37" East, 696.89 feet;

335.01 feet along the arc of a curve to the left, having a radius of 2,100.00 feet, a central angle of 09°08'25" and a long chord which bears South 53°25'49" East, 334.66 feet;



thence leaving said centerline, South 36°45'08" West, 503.97 feet;

thence South 49°44'00" East, 957.46 feet;

thence North 40°17'57" East, 453.64 feet to a 1/2" iron pin, no cap, marking the East 1/16 corner common to said Sections 14 and 23;

thence South 89°37'22" East, 1,326.43 feet to an aluminum cap monument marking the section corner common to said Sections 13, 14, 23, and 24;

thence South 00°43'11" West, 1,322.80 feet to a 1/2" iron pin, marking the North 1/16 corner common to said Sections 23 and 24;

thence on the North boundary of the South 1/2 of the Northwest 1/4 of said Section 24, South 89°20'53" East, 2,101.19 feet to said centerline;

thence on said centerline the following eight (8) courses and distances:

209.06 feet along the arc of a curve to the right, having a radius of 22,600.00 feet, a central angle of 00°31'48" and a long chord which bears South 66°54'51" East, 209.06 feet;

South 66°38'57" East, 323.90 feet;

252.98 feet along the arc of a curve to the right, having a radius of 1,093.00 feet, a central angle of 13°15'42" and a long chord which bears South 60°01'06" East, 252.42 feet;

South 53°23'16" East, 302.04 feet;

252.60 feet along the arc of a curve to the left, having a radius of 2,500.00 feet, a central angle of 05°47'21" and a long chord which bears South 56°16'56" East, 252.50 feet;

466.89 feet along the arc of a curve to the right, having a radius of 3,000.00 feet, a central angle of 08°55'01" and a long chord which bears South 54°43'07" East, 466.42 feet;

307.21 feet along the arc of a curve to the left, having a radius of 800.00 feet, a central angle of 22°00'08" and a long chord which bears South 61°15'40" East, 305.32 feet;



104.70 feet along the arc of a curve to the right, having a radius of 1,025.00 feet, a central angle of 05°51'08" and a long chord which bears South 69°20'09" East, 104.65 feet to the West boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 24;

thence on said West boundary line, South 00°31'46" West, 237.78 feet to the Center-East 1/16 corner of said Section 24;

thence along the South boundary line of the Southeast 1/4 of the Northeast 1/4, South 89°18'12" East, 345.38 feet to said centerline;

thence on said centerline the following three (3) courses and distances:

South 45°58'20" East, 856.19 feet;

404.18 feet along the arc of a curve to the left, having a radius of 978.00 feet, a central angle of 23°40'44" and a long chord which bears South 57°48'42" East, 401.31 feet;

South 69°39'03" East, 32.90 feet;

thence South 00°43'11" West, 515.02 feet to the South 1/16 corner common to said Sections 24 and 19;

thence North 89°24'54" West, 2,678.41 feet to the Center-South 1/16 corner of said Section 24;

thence North 00°30'23" East, 1,328.47 feet to the Center 1/4 corner of said Section 24;

thence North 89°18'12" West, 2,681.27 feet to a brass cap monument, marking the 1/4 corner common to said Sections 23 and 24;

thence North 89°36'00" West, 1,320.59 feet to a 5/8" iron pin, marking the Center-East 1/16 corner of Section 23;

thence North 00°35'36" East, 1,322.52 feet to a 5/8" iron pin, marking the North-East 1/16 corner of Section 23;

thence North 89°36'42" West, 1,323.87 feet to a 5/8" iron pin, PLS 1923, marking the Center-North 1/16 corner of said Section 23;



thence North 89°36'26" West, 1,329.66 feet to a 5/8" iron pin, marking the North-West 1/16 corner of said Section 23;

thence South 00°37'35" West, 1,321.98 feet to the Center-West 1/16 corner of said Section 23;

thence North 89°35'15" West, 1,333.83 feet to an aluminum cap monument, marking the 1/4 corner common to Section 22, Township 2 North, Range 1 East, B.M., and said Section 23;

thence North 00°47'19" East, 2,643.08 feet to an aluminum cap monument, marking the corner common to said Sections 14, 15, 22, and 23;

thence North 00°29'59" East, 1,319.34 feet to a 1/2" iron pin, PLS 2471, marking the South 1/16 corner common to said Sections 14 and 15;

thence on the South boundary line of the North 1/2 of the Southeast 1/4 of said Section 15, North 89°59'19" West, 2,323.61 feet to a 5/8" iron pin on the East boundary line of the West 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 15;

thence on said East boundary line, North 00°10'31" East, 1,319.06 feet to the East-West centerline of said Section 15;

thence along said East-West centerline, North 89°59'40" West, 333.01 feet to a 5/8" iron pin, PLS 4998, marking the Center 1/4 of said Section 15;

thence on the North-South centerline of said Section 15, North 00°07'54" East, 177.81 feet to the centerline of the New York Canal;

thence along said centerline the following seven (7) courses and distances:

613.35 feet along the arc of a curve to the left, having a radius of 1,165.00 feet, a central angle of 30°09'54" and a long chord which bears North 66°14'17" East, 606.29 feet;

North 51°09'23" East, 602.78 feet;

288.36 feet along the arc of curve to the left, having a radius of 955.00 feet, a central angle of 17°18'02" and a long chord which bears North 42°30'22" East, 287.27 feet;

North 33°51'21" East, 72.22 feet;



370.81 feet along the arc of curve to the right, having a radius of 910.00 feet, a central angle of 23°20'49" and a long chord which bears North 45°31'45" East, 368.25 feet;

North 57°12'10" East, 173.84 feet;

281.01 feet along the arc of a curve to the left, having a radius of 960.00 feet, a central angle of 16°46'18" and a long chord which bears North 48°49'01" East, 280.01 feet;

thence leaving said centerline, South 49°34'07" East, 120.73 feet;

thence South 44°13'49" East, 110.01 feet;

thence 64.97 feet along the arc of a curve to the left, having a radius of 2,209.12 feet, a central angle of 01°41'06" and a long chord which bears North 44°33'14" East, 64.97 feet;

thence South 47°22'15" East, 67.48 feet;

thence South 49°31'42" East, 320.01 feet;

thence 70.09 feet along the arc of a curve to the right, having a radius of 148.50 feet, a central angle of 27°02'36" and a long chord which bears South 36°00'24" East, 69.44 feet;

thence North 87°11'27" East, 124.76 feet;

thence South 89°50'06" East, 116.03 feet;

thence South 00°09'54" West, 1,194.06 feet to the **REAL POINT OF BEGINNING**.

EXCEPTING therefrom the following described parcel:

A parcel of land situated within the South 1/2 of the Southwest 1/4 of Section 14, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the 1/4 corner common to said Section 14 and Section 15, Township 2 North, Range 2 East, B.M., from which an aluminum cap monument marking the corner common to Sections 10, 11, 14 and 15, Township 2 North, Range 1 East B.M. bears North 00°09'54" East, 2,673.29 feet; thence South 00°29'59" West, 1,319.34 feet to a 1/2" iron pin, PLS 2471, marking the South 1/16 corner common to said Sections 14 and 15; thence South 68°45'14" East, 237.33 feet to the **REAL POINT OF BEGINNING "B"**;



thence South 89°39'22" East, 1,235.10 feet;

thence South 00°00'00" East, 111.41 feet;

thence North 89°36'03" West, 1,199.11 feet;

thence 26.36 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 75°31'42" and a long chord which bears North 51°50'51" West, 24.50 feet;

thence North 09°57'29" West, 96.79 feet to the **REAL POINT OF BEGINNING "B"**.

Containing 660.78 acres, more or less.

End of Description.



R-12 Zone Description for
Spring Rock Subdivision
July 17, 2019

Parcel 1

A parcel of land situated in the Northeast 1/4 of Section 15, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at an aluminum cap monument marking the corner common to Sections 10, 11, 14 and 15, Township 2 North, Range 1 East, B.M., from which a brass cap monument marking the 1/4 corner common to Sections 14 and 15, Township 2 North, Range 1 East, B.M., bears South 00°09'54" West, 2,673.29 feet;

thence on the East boundary line of said Section 15, South 00°09'54" West, 1,479.23 feet

thence leaving said East boundary line, North 89°50'06" West, 116.03 feet;

thence South 87°11'27" West, 124.76 feet;

thence 70.09 feet along the arc of a curve to the left, having a radius of 148.50 feet, a central angle of 27°02'36" and a long chord which bears North 36°00'24" West, 69.44 feet;

thence North 49°31'42" West, 320.01 feet;

thence North 47°22'15" West, 67.48 feet;

thence 64.97 feet along the arc of a curve to the right, having a radius of 2,209.12 feet, a central angle of 01°41'06" and a long chord which bears South 44°33'14" West, 64.97 feet;

thence North 44°13'49" West, 110.01 feet;

thence North 49°34'07" West, 120.73 feet to the centerline of the New York Canal;

thence on said centerline the following four (4) courses and distances:

183.66 feet along the arc of a curve to the left, having a radius of 960.00 feet, a central angle of 10°57'41" and a long chord which bears North 34°57'02" East, 183.38 feet;

North 29°28'12" East, 323.78 feet;

475.70 feet along the arc of a curve to the left, having a radius of 865.00 feet, a central angle of 31°30'34" and a long chord which bears North 13°42'55" East, 469.73 feet;



North 02°02'22" West, 173.63 feet to the North boundary line of said Section 15;

thence on said North Boundary line, North 89°39'26" East, 423.49 feet the **REAL POINT OF BEGINNING**.

Containing 17.55 acres, more or less.

AND

Parcel 2

A parcel of land situated within the South 1/2 of the Southwest 1/4 of Section 14, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the 1/4 corner common to said Section 14 and Section 15, Township 2 North, Range 2 East, B.M., from which an aluminum cap monument marking the corner common to Sections 10, 11, 14 and 15, Township 2 North, Range 1 East B.M. bears North 00°09'54" East, 2,673.29 feet; thence South 00°29'59" West, 1,319.34 feet to a 1/2" iron pin, PLS 2471, marking the South 1/16 corner common to said Sections 14 and 15; thence South 68°45'14" East, 237.33 feet to the **REAL POINT OF BEGINNING**;

thence South 89°39'22" East, 1,235.10 feet;

thence South 00°00'00" East, 111.41 feet;

thence North 89°36'03" West, 1,199.11 feet;

thence 26.36 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 75°31'42" and a long chord which bears North 51°50'51" West, 24.50 feet;

thence North 09°57'29" West, 96.79 feet to the **REAL POINT OF BEGINNING**.

Containing 3.12 acres, more or less.

AND

Parcel 3

A parcel of land situated within the Southwest 1/4 of the Southeast 1/4 of Section 14 and the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:



Commencing at an aluminum cap monument marking the corner common to Sections 13, 14, 23 and 24, Township 2 North, Range 1 East, B.M., from which an aluminum cap monument marking the 1/4 corner common to said Sections 14 and 23, bears North 89°37'22" West, 2,652.85 feet; thence North 89°37'22" West, 1,326.43 feet to a 1/2" iron pin, no cap, marking the East 1/16 corner common to said Sections 14 and 23 and the **REAL POINT OF BEGINNING**;

thence South 40°17'57" West, 453.64 feet;

thence North 49°44'00" West, 957.46 feet;

thence North 36°45'08" East, 503.97 feet to the centerline of W. Ten Mile Creek Road;

thence on said centerline the following three (3) courses and distances:

128.37 feet along the arc of a curve to the left, having a radius of 2,100.00 feet, a central angle of 03°30'09" and a long chord which bears South 59°45'06" East, 128.35 feet;

South 61°30'11" East, 410.41 feet;

280.56 feet along the arc of a curve to the left, having a radius of 2,800.00 feet, a central angle of 05°44'28" and a long chord which bears South 64°22'24" East, 280.44 feet to the East boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 14;

thence on said East boundary line, South 00°23'07" West, 294.91 feet to the **REAL POINT OF BEGINNING**.

Containing 13.00 acres, more or less.

End of Description.



R-20 Zone Description for
Spring Rock Subdivision

July 17, 2019

A parcel of land situated within the South 1/2 of Section 14, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the corner common to Sections 13, 14, 23 and 24, Township 2 North, Range 1 East, B.M., from which an aluminum cap monument marking the 1/4 corner common to said Sections 14 and 23, bears North 89°37'22" West, 2,652.85 feet; thence North 89°37'22" West, 1,326.43 feet to a 1/2" iron pin, no cap, marking the East 1/16 corner common to said Sections 14 and 23; thence North 00°23'07" East, 294.91 feet to the centerline of W. Ten Mile Creek Road and the **REAL POINT OF BEGINNING**;

thence on said centerline the following four (4) courses and distances:

280.56 feet along the arc of a curve to the right, having a radius of 2,800.00 feet, a central angle of 05°44'28" and a long chord which bears North 64°22'24" West, 280.44 feet;

North 61°30'11" West, 410.41 feet;

463.38 feet along the arc of a curve to the right, having a radius of 2,100.00 feet, a central angle of 12°38'34" and a long chord which bears North 55°10'54" West, 462.44 feet;

North 48°51'37" West, 696.89 feet to the North boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 14;

thence on said North boundary line, South 89°44'41" East, 199.77 feet to 5/8" iron pin, PLS 5461, marking the Center-South 1/16 corner of said Section 14;

thence on the North boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 14, South 89°44'23" East, 1,067.90 feet;

thence leaving said North boundary line, South 00°00'00" East, 265.74 feet;

thence North 90°00'00" East, 255.53 feet to the East boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 14;

thence on said North boundary line, South 00°23'07" West, 768.16 feet to the **REAL POINT OF BEGINNING**.

Containing 18.89 acres, more or less.

End of Description.



Recording Requested By and
When Recorded Return to:

Style Definition: TOC 1: Left

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

City of Kuna / Ten Mile Creek LLC / Jay & Roberta Davis, Gilmore Keith H and Ruth E
Living Trust, & Anne C., George W. and James L. Whitmore

Deleted: Developer

Deleted: Builder

DEVELOPMENT AGREEMENT

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

Parties to the Agreement:

City of Kuna "City" City Hall
751 W. 4th Street
Kuna, ID 83634

Ten Mile Creek LLC "Developer" Attn: David Yorgason
1211 N Happy Dr
Boise, ID 83706

Deleted: Name Goes Here

Davis Jay C & Roberta A "Owner" P.O. Box 16232
Family Revocable Trust
and
Boise, ID 83715

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Gilmore Keith H & Ruth E Attn: Janet Kell Co-trustee or
Living Trust 1-1-13 Germain R. Tarrant Co-trustee
and 3154 E. Rivernest Dr.
Boise, ID 83706

Deleted: Name:

Anne C. Whitmore, and
George Whitmore, and
James L. Whitmore 3431 W. Meadow Dr.
Boise, ID 83706

DEVELOPMENT AGREEMENT - 1



TABLE OF CONTENTS

| | | | |
|-------------|---|---------------|-------------|
| SECTION 1: | DEFINITIONS | 3 | |
| SECTION 2: | RECITALS | 10 | |
| SECTION 3: | ANNEXATION..... | 12 | |
| SECTION 4: | PROJECT ZONING AND LAND USE APPROVALS..... | 13 | |
| SECTION 5: | PROJECT INFRASTRUCTURE SYSTEMS AND SERVICES..... | 16 | |
| SECTION 6: | INFRASTRUCTURE SYSTEMS DEVELOPMENT CONSTRUCTION STANDARDS | 25 | Deleted: 24 |
| SECTION 7: | INFRASTRUCTURE SYSTEMS CONSTRUCTION ACCESS AND OPERATIONS | 26 | Deleted: 25 |
| SECTION 8: | ADDITIONAL PROPERTY..... | 26 | Deleted: 25 |
| SECTION 9: | TERM..... | 27 | Deleted: 26 |
| SECTION 10: | AGREEMENT MODIFICATIONS | 29 | Deleted: 28 |
| SECTION 11: | ZONING AND PUD STANDARDS..... | 30 | Deleted: 29 |
| SECTION 12: | VESTED RIGHTS..... | 30 | Deleted: 29 |
| SECTION 13: | INFRASTRUCTURE SYSTEMS OWNERSHIP AND MAINTENANCE | 30 | Deleted: 29 |
| SECTION 14: | DEFAULT | 31 | Deleted: 30 |
| SECTION 15: | MORTGAGES | 34 | Deleted: 33 |
| SECTION 16: | SHARED LEGAL DEFENSE OF THIS AGREEMENT | 34 | Deleted: 33 |
| SECTION 17: | NOTICES AND FILINGS..... | 35 | Deleted: 34 |
| SECTION 18: | DEVELOPER ASSIGNMENT OF AGREEMENT RIGHTS | 36 | Deleted: 4 |
| SECTION 19: | MISCELLANEOUS..... | 37 | Deleted: 35 |
| | | | Deleted: 5 |
| | | | Deleted: 36 |
| | | | Deleted: 6 |

LIST OF EXHIBITS

| | | |
|------------|---|------------|
| EXHIBIT A: | ANNEXATION ORDINANCE | |
| EXHIBIT B: | MASTER PLAN | |
| EXHIBIT C: | OFFSITE SEWERAGE | |
| EXHIBIT D: | OFFSITE POTABLE WATER | |
| EXHIBIT E: | PUD MODIFICATIONS | |
| EXHIBIT F: | SUBJECT REAL PROPERTY LEGAL DESCRIPTION | |
| EXHIBIT G: | COMMUNITY INFRASTRUCTURE FINANCING GUIDELINES | |
| EXHIBIT H: | PUBLIC PARKS & TRAILS PLAN | Deleted: F |
| | | Deleted: G |

DEVELOPMENT AGREEMENT

City of Kuna/Ten Mile Creek LLC/

Davis Jay C & Roberta A Family Revocable Trust, Gilmore Keith H and Ruth E Living Trust, & Anne C., George W. and James L. Whitmore

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THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, by and through its Mayor ("City") and Davis Jay C & Roberta A Family Revocable Trust, Gilmore Keith H and Ruth E Living Trust, & Anne C., George W. and James L. Whitmore, ("Owner") and Ten Mile Creek LLC, an Idaho limited liability company ("Developer") and its successors and/or assigns,

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

**SECTION 1
DEFINITIONS**

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

- 1.1 **ACHD:** Means and refers to the Ada County Highway District, a countywide highway district organized and existing pursuant to Chapter 14 of Title 40, Idaho Code.
- 1.2 **Act:** Means and refers to the Local Land Use Planning Act as codified in Chapter 65 of Title 67, Idaho Code.
- 1.3 **Ada County:** Means and refers to Ada County, Idaho.
- 1.4 **Additional Property:** Means and refers to real property, not within the Subject Real Property on the Effective Date, that lies adjacent to the Subject Real Property.
- 1.5 **Agreement:** Means and refers to this "City of Kuna / Ten Mile Creek LLC / Davis Jay C & Roberta A Family Revocable Trust, Gilmore Keith H and Ruth E Living Trust, & Anne C., George W. and James L. Whitmore Development Agreement," which may be referred to and cited as the "Spring Rock Development Agreement,"
- 1.6 **Annexation Application:** Means and refers to Developer's application to the City regarding the Subject Real Property requesting its annexation into the City.

Deleted: 1.3 ~~Active Adult Community:~~ Means and refers to a designated area within the Subject Real Property, which may include age ownership requirements that may be modified by Developer in the PUD permitting process.

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1.7. Annexation Ordinance: Means and refers to the annexation ordinance of the City which annexes the Subject Real Property into the City, a true and correct copy of which is attached marked *Exhibit A*.

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1.8. Applications: Means and refers collectively to all of Developer's applications to the City regarding the Subject Real Property inclusive of: Annexation Application, Zoning Application, Planned Unit Development Application, Subdivision Application, Special Use Permit and Design Review Application.

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1.9. CC&Rs: Means and refers to the written and recorded covenants, conditions and restrictions that shall encumber portions of the Subject Real Property through one or more Owners' Associations that establish quality control, operation and maintenance both during development and during maturing of the Project.

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1.10. CID: Means one or more Community Infrastructure Districts established pursuant to Idaho Code 50-3101 et seq.

1.11. City: Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.

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1.12. City Council: Means and refers to the City Council of the City.

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1.13. City Fees: Means and refers to the fees for services as established and charged by the City.

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1.14. Comprehensive Plan: Means and refers to the City of Kuna Comprehensive Plan, as it exists on the Effective Date.

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1.15. Design Review Application: Means and refers to any application by the Developer for any development of the Subject Real Property requiring Design Review by the City.

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1.16. Design Review Ordinance: Means and refers to the planning, design guidelines and regulations of the Design Review Overlay District of the City as set forth in Chapter 4 of the Zoning Ordinance.

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1.17. Developed: Means and refers to the completion of development of the Project or phases of the Project by the Developer, including the establishment of the Owners' Association and the CC&Rs associated therewith, and including the acceptance by the City or ACHD of any part of the Project in accordance with the provisions of this Agreement.

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1.18. Developer: Means and refers to Ten Mile Creek LLC, an Idaho limited liability company, authorized to do business in the state of Idaho, which is developing the Project with the permission of the Owner and is a Party to this Agreement.

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1.19. Developer's Representative: Means and refers to the representative for the Developer, which is originally David Yorgason and is inclusive of any designee appointed by Developer as provided herein.

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1.20. Development Rights: Means and refers to the Subject Real Property land use and development rights in connection with entitlements as provided in this Agreement and as provided in the Permits issued by the City in the process of the Applications.

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1.21. District: Means the Community Infrastructure District established pursuant to Idaho Code 50-3101.

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1.22. Drainage System: Means and refers to a drainage and flood control system and facilities for collection, diversion, detention, retention, dispersal, use and discharge of drain water.

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1.23. Effective Date: Means and refers to the date upon which this Agreement takes effect, which is the same date that the City's Annexation Ordinance and Rezone Ordinance take effect.

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1.24. Existing Uses: Means and refers to the existing uses of the Subject Real Property on the Effective Date, which is as follows: agriculture and ancillary related use.

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1.25. Spring Rock: Means and refers to the name of the Project, which is constructed and used pursuant to the Development Rights and which may subsequently include some or all of the Additional Property.

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1.26. Fire District: Means and refers to the Kuna Rural Fire District (formerly known as the Kuna Rural Fire Protection District).

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1.27. Green Space: Means and refers to real property Developed within the Project that is partly or completely covered with grass, trees, shrubs, or other vegetation and may include buildings, equipment, pathways and trails for recreational use and is only accessible to the residents, guests and property owners within the Project. This term may appear in this Agreement in the singular or the plural.

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1.28. Impact Area: Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Act.

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1.29. Infrastructure Master Plan: Means and refers to any of the Infrastructure Master Plans as provided in Section 5 of this Agreement. This term may appear in this Agreement in the singular or the plural.

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1.30. Infrastructure Systems: Means and refers collectively to Public Streets, Travel Appurtenances, Developer Potable Water System Improvements, Pressure Irrigation System, Sewerage System Improvements, Drainage Systems, Green Space, Public Green Space and Public Park as provided for in this Agreement.

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1.31. Master Plan: Means and refers to the Master Plan for the Project and the use of the Subject Real Property by the Developer and the Owner in accordance with the Applications attached hereto as *Exhibit B*.

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1.32. Maximum Density: Means and refers to the maximum number of residential units within designated areas of the Subject Real Property as stated in the Master Plan which Maximum Density is approximately 2.99 dwelling units/acre or a total of 2,274 dwelling units (excluding RV units or any other units associated with commercial/mixed use development, if applicable).

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1.33. Maximum Phase Density: Means and refers to a maximum gross residential density for each Phase subject to the limitation on the Maximum Density allowed within each Phase as set forth in the Master Plan and subject to reallocation of density as allowed in this Agreement.

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1.34. Mortgage: Means and refers to any lien placed upon the Subject Real Property, or any portion thereof, including the lien of any mortgage or deed of trust, as a pledge of real property to a creditor as security for performance of an obligation or repayment of a debt.

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1.35. Offsite Sewerage: Means and refers to any sewer improvements, including, without limitation, gravity lines, pressure lines, lift station, borings, manholes, and engineering, to connect the Subject Real Property to the existing terminus of the City's sewer system, the alignment of which is shown on Exhibit C.

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1.36. Offsite Potable Water: Means and refers to any potable water supply network, located outside the boundary of the Subject Real Property, to connect the Project Potable Water System to the existing terminus of the City's Potable Water System, the alignment of which is shown on Exhibit D.

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1.37. Open Space: Means and refers to any portion of the Subject Real Property that is designated for recreation, agriculture, habitat, scenic or similar uses and inclusive of, without limitation, developed or natural areas; Open Space must be usable space as reasonably determined at the time of preliminary plat by the City planning and zoning director, and may include:

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- Green Space, Public Green Space and Public Parks;
- fishing ponds;
- sports fields, and trails;
- landscape easements or common areas inside or outside of public rights-of-way;
- floodplains and floodways;
- wetlands, wildlife habitat, stream corridors, and
- conservation easements or permanent open space on private lands or lots. Open Space may be publicly or privately owned and may be accessible or inaccessible to the public and as identified on the final plat.

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1.38. Ordinances: Means and refers to an ordinance passed by the City Council in accordance with the provisions of this Agreement. This term may appear in this Agreement in the singular or the plural.

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1.39. Owner: Means and refers to Davis Jay C & Roberta A Family Revocable Trust, Gilmore Keith H and Ruth E Living Trust, & Anne C., George W. and James L.

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Whitmore who are the owners of the Subject Real Property on the Effective Date and Party to this Agreement, and after the Effective Date of this Agreement shall refer to the owner or owners of the Subject Real Property.

Deleted: Falcon Crest, LLC, an Idaho limited liability company who is

Deleted: is

1.40. Owners' Association: Means and refers to any non-profit entity created or to be created by Developer, to be responsible for the perpetual maintenance and operation and management of Green Space, Public Green Space, Pressure Irrigation System, and Common Areas as such are set forth in the CC&Rs.

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1.41. Parcel: Means and refers to tract or parcel of distinctly legally described real property located within the Subject Real Property. This term may appear in this Agreement in the singular or the plural.

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1.42. Party or Parties: Means and refers to the City and/or the Owner and/or the Developer, as the Parties to this Agreement, depending upon the context of the term as used in this Agreement.

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1.43. Phase: Means and refers to a portion of the Subject Real Property, as so identified and designated on the Master Plan as a "Phase." This term may appear in this Agreement in the singular or the plural.

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1.44. Planned Unit Development Application: Means and refers to the Developer's application to the City regarding Developed phases of the Project requesting a Planned Unit Development Permit.

1.45. Planning & Zoning Commission: Means and refers to the City's Planning & Zoning Commission.

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1.46. Potable Water Provider: Means and refers to either a private water company or the City providing potable water through the Potable Water System.

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1.47. Potable Water System: Means and refers to the domestic potable water system which includes, without limitation, all wells, storage tanks, distribution mains and pump stations necessary to provide Potable Water to users of the City's Potable Water System.

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1.48. Pressure Irrigation System: Means and refers to the pressure irrigation system designed and built by the Developer, and owned and maintained by the Owners' Association as set forth in the CC&Rs.

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1.49. Private Road: Means and refers to any road to be Developed as a part of the Project that will remain private and not be dedicated to ACHD and is intended for perpetual maintenance by the Developer or an Owners' Association. This term may appear in this Agreement in the singular or the plural.

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1.50. Project: Means and refers to the intended development of the Subject Real Property in accordance with the Master Plan and as governed by this Agreement.

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- 1.51. Project Potable Water System:** Means and refers to the wells, storage tanks and distribution lines, offsite main lines and pumps planned, designed and constructed by the Developer and/or the City to serve the Project with potable water. Deleted: 49
- 1.52. Project Sewerage System:** Means and refers to the Sewerage System [not including Offsite Sewerage] designed and constructed by the Developer to serve the Project. Deleted: 50
- 1.53. Public Green Space:** Means and refers to Green Space that is accessible to the public. This term may appear in this Agreement in the singular or the plural. Deleted: 1
- 1.54. Public Infrastructure:** Means and refers to the infrastructure facilities and services improvements, including, without limitation, underlying lands and improvements that are owned or to be conveyed to and owned by the City or a third-party public service provider. Deleted: 2
- 1.55. Public Park:** Means and refers to real property that is partly or completely covered with grass, trees, shrubs, or other vegetation, and may include buildings, equipment pathways and trails used for recreation and accessible to the public and owned and maintained by the City. This term may appear in this Agreement in the singular or the plural. Deleted: 3
- 1.56. Public Street:** Means and refers to any street to be developed as a part of the Project that will be dedicated to and intended for acceptance for perpetual maintenance by ACHD. This term may appear in this Agreement in the singular or the plural. Deleted: 4
- 1.57. PUD:** Means and refers to a planned unit development as defined and by the PUD Ordinance. Deleted: 5
- 1.58. PUD Modifications:** Those portions of the Subdivision Ordinance and Zoning Ordinance that are being modified as allowed pursuant to the City's Subdivision Ordinance and are attached as Exhibit E. Deleted: 6
Deleted: Exhibit
- 1.59. PUD Ordinance:** Means and refers to the planned unit development regulations of the City as a part of the Zoning Ordinance codified in Chapter 7 of Title 5 of Kuna City Code as it exists on the Effective Date. Deleted: 7
- 1.60. PUD Standards:** Means and refers to the standards in the PUD Ordinance as amended by the PUD Modifications as of the Effective Date. Deleted: 58
- 1.61. Rezone Ordinance:** Means and refers to a zoning ordinance which rezones the Subject Real Property as C-2, C-1, R-6, R-12, and R-20 City zones (as amended by the PUD) in accordance with the provisions of this Agreement. Deleted: 59
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- 1.62. Sewer Provider:** Means and refers to City providing sewerage service through the Wastewater System. Deleted: 60

- 1.63. Sewerage System:** Means and refers to any or all or any combination of the following depending upon the context of this term in the Agreement including, without limitation: intercepting sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, structures, buildings, machinery, equipment connections and all other appurtenances used for the collection, and transportation to the City's Wastewater System treatment facilities for the treatment and disposal of sewage. Deleted: 1
- 1.64. Special Use Permit:** Means and refers to a permit granting a special or conditional use by the City pursuant to the Special Uses Ordinance. Deleted: 2
- 1.65. Special Uses Ordinance:** Means and refers to Chapter 6 of Title 5 of Kuna City Code, as it exists on the Effective Date, which provides for the processing of application for special or conditional use permits. Deleted: 3
- 1.66. Subdivision Application:** Means and refers to the Developer's application to the City regarding the subdivision of the Subject Real Property. Deleted: 4
- 1.67. Subdivision Ordinance:** Means and refers to the subdivision regulations of the City codified in Title 6 Kuna City Code, as it exists on the Effective Date. Deleted: 5
- 1.68. Subject Real Property:** Means and refers to 761 acres more or less located in Ada County, Idaho, legally described and depicted in *Exhibit F*. Deleted: 6
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- 1.69. Term:** Means and refers to the duration of this Agreement as set forth herein unless the word "term" is not capitalized. Deleted: 7
- 1.70. Wastewater System:** Means and refers to the City's Sewerage System including, without limitation, all collection lines, lift stations, treatment plants and all appurtenances thereto necessary to provide sewerage service to users of the City's Sewerage System. Deleted: 1.68 ~~Village~~: Means and refers to a portion of the Subject Real Property, as so identified and designated on the Master Plan as a "Village." This term may appear in this Agreement in the singular or the plural. Deleted: 69
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- 1.71. Zoning Administrator:** Means and refers to the planning & zoning director of the City. Deleted: 69
- 1.72. Zoning Application:** Means and refers to the Developer's application to the City regarding the rezoning of Subject Real Property upon the Subject Real Property's annexation into the City. Deleted: 70
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- 1.73. Zoning Ordinance:** Means and refers to the zoning regulations of the City codified in Title 5 Kuna City Code, as amended by the PUD Modifications, as it exists on the Effective Date. Deleted: 2

SECTION 2
RECITALS

The Parties recite and declare:

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

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

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- 2.16 Annexation.** In order for the Developer to develop the Subject Real Property in accordance with the Master Plan, the Subject Real Property must be annexed into the corporate limits of the City; and
- 2.17 Applications.** Developer with the Owner's consent has filed the Annexation Application and the Applications for approval of its development and use of the Subject Real Property in accordance with the Master Plan; and
- 2.18 City Process.** City will process all of the Applications in accordance with its Zoning Ordinance, Subdivision Ordinance, PUD Ordinance, Special Uses Ordinance and the Act; and
- 2.19 Zoning Designations.** The zoning designations contained in the Master Plan are the appropriate City zoning designations for the Subject Real Property and are consistent with the Comprehensive Plan; and
- 2.20 Written Commitment.** It is the intention and purpose of the Parties by entering into this Agreement to establish the requirements and conditions as a condition of rezoning the Subject Real Property that the Developer and the Owner are making a written commitment to improve, finance, develop and use the Subject Real Property in accordance with zoning designations of the Rezone Ordinance, the PUD permit, Special Use Permit and Final Plat Approvals by the City in accordance with the Master Plan all of which are intended to establish proper and beneficial land use designations and regulations, densities, provisions for Public Infrastructure, design regulations, procedures for administration and implementation and other matters related to the development of the Subject Real Property in accordance with the Master Plan; and
- 2.21 CID.** The City recognizes that the extent of the magnitude and cost of the services and Public Infrastructure necessary to properly serve the Project requires the City's facilitation of the CID to finance, construct and/or acquire Public Infrastructure necessary to serve the Project.
- 2.22 Mutual Benefits.** The Parties agree that the mutual benefits received pursuant to the terms of this Agreement and the rights granted by the City and secured to and required of the Developer and the Owner hereunder constitute sufficient consideration to support the covenants and agreements of the City, the Developer, and the Owner.

SECTION 3 ANNEXATION

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

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

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

- 4.1 **Zoning Application.** Developer, with the Owner's consent, has filed Applications for R-6, R-12, R-20, C-1 and C-2 zoning of the Subject Real Property, in accordance with the Zoning Application, which the City has processed together with the Annexation Ordinance.
- 4.2 **Rezone Approval.** City Council approved Rezone Ordinance.
- 4.3 **Rezone Ordinance.** The Rezone Ordinance, approved by the City Council, will take effect on the Effective Date.
- 4.4 **General Terms.** The following terms and conditions apply to the use and development of the Subject Real Property in accordance with the designations on the Master Plan:
- 4.4.1 **Existing Uses.** The Existing Uses are allowed and may continue unless there is a change in use by the Developer in accordance with this Agreement.
- 4.4.2 **No Change to Existing Uses.** Developer/Owner shall not change any Existing Uses unless the Developer/Owner files the appropriate Applications with the City in accordance with the Developer/Owner's ability to proceed with its phases of development of the Property in accordance with the Master Plan and in that regard:
- 4.4.2.1 File a Planned Unit Development Application for those areas within the Subject Real Property which are identified on the Master Plan with the word "Phase" which the City shall process in accordance with and under the provisions of the PUD Ordinance; and
- 4.4.2.2 File a Subdivision Application for plats which the City shall process in accordance with and under the provisions of the Subdivision Ordinance; and
- 4.4.2.3 File Applications for any needed Special Use Permits which the City shall process in accordance with and under the provisions of the Special Uses Ordinance; and
- 4.4.2.4 File a Design Review Application which the City shall process in accordance with and under the provisions of the Design Review Ordinance.

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

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

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

4.5.1.2 does not allow a use otherwise prohibited; or

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

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

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

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4.5.4 **No Reduction of Maximum Density.** The approval of any Phase that contains less density than is allocated to that area on the Master Plan shall not have the effect of reducing the Project's overall Maximum Density.

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

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

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

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

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

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

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

4.10.2 Model Homes. Upon Developer's notice of approval from the Fire District, City Public Works and ACHD of the all-weather access and fire protection, the City will issue building permits for the construction of model homes and community facilities in compliance with Kuna City Code. Developer shall be allowed up to ten (10) building permits for model homes prior to the recordation of the Final Plat of a subdivision within the Project. Developer and the City agree that the model homes and community facilities cannot be operated as model homes and/or community facilities until Developer completes the Public Infrastructure and the City issues a certificate of occupancy for the model homes and/or community facilities. During the construction of the model homes and/or community facilities, Developer shall provide to the Fire District, the City, and ACHD access in accordance with their standards.

4.11 CID Formation. Upon the Developer's submittal of the CID petition and related documents pursuant to Idaho Code 50-3103, the City will take all actions necessary to establish the District(s) pursuant to the Community Infrastructure Financing Guidelines include hereto as *Exhibit G*.

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**SECTION 5
PROJECT INFRASTRUCTURE SYSTEMS AND SERVICES**

5.1 Private Roads and Public Streets.

5.1.1 Developer Responsibility. Developer shall:

5.1.1.1 Include in the Master Plan for approval, a Developer Private Roads and Public Streets System Infrastructure Master Plan, defined below, designating the location of the Private Roads (~~which may be in the multi-family and commercial areas~~) and Public Streets that will serve the Project, as it is fully Developed including considerations that Additional Property may, in the future, be added to the Project (the "Developer Private Roads and Public Streets System Infrastructure Master Plan"). Developer Private Roads and Public Streets System Infrastructure Master Plan is satisfied by the inclusion of the attached **Exhibit B.**

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5.1.1.2 The location of Private Roads and Public Streets depicted on the Master Plan is conceptual and may be subject to change during the subdivision approval process by the City and ACHD, as the Project is developed. The Project will ~~be served primarily by~~ Public Streets ~~and will have some Private Roads or driveways serving the multifamily and commercial areas.~~

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5.1.1.3 The final designation of the Project's Public Streets and Private Roads will be determined in the Subdivision permitting process by the City and ACHD, as the Project is developed.

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5.1.1.4 Public Streets shall be designed and constructed to meet ACHD standards for acceptance and in accordance with the approved Developer Private Roads and Public Streets Infrastructure Master Plan and as approved in the subdivision approval process.

5.1.1.5 Private Roads shall be designed and constructed as approved in the subdivision approval process subject to the following:

5.1.1.5.1 Constructed by the Developer to the City and ACHD applicable engineering standards. Private Roads may modify curb, drainage, widths, parking and other standards in accordance with the PUD Modifications and the City's Subdivision Ordinance.

5.1.1.5.2 Maintained by Developer and/or an Owners' Association;
and

5.1.1.5.3 ~~May be constructed with limited access, through access control structures with gated accesses subject to review and approval of the City, ACHD, Fire District and Ada County Ambulance District; and~~

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5.1.1.5.4 Owned by the Developer until Developed and may subsequently be conveyed to one or more Owners' Associations as designated in each Developed phase of the Project; and

5.1.1.5.5 Identified on the preliminary and final plats of the Subject Real Property; and

5.1.1.5.6 Accessible to public service agency providers including, without limitation, police, fire, ambulance, garbage collection, electrical, cable and telephone line installation and repair, domestic and irrigation water or sewer line installation and repair, and other similar public purposes.

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

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

~~5.1.1.7 All Public Streets and related appurtenances are eligible Public Infrastructure costs that may be financed through the CID.~~

5.2 **Potable Water.** In the permitting process of the development of the Project, it is intended that the Project, as permitted and developed, will be served by a private water company. All onsite and offsite improvements are the responsibility of the Developer and/or the private water company.

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~~In the event the Project, or a portion thereof, is served by the City's Potable Water System as the Potable Water Provider, it shall be served in accordance with the provisions of this Section and outlined below via an Offsite Potable Water Line or the Project will be served by wells with a Project Potable Water System. The following only applies if this Project, or a portion thereof, is served by the City's Potable Water System.~~

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5.2.1 Developer Responsibility. Developer shall:

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

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

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

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

5.2.2 **City Responsibility.** City shall:

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

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

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

5.2.2.8.1 In the event that the Developer constructs any portion of the Project Potable Water System or Offsite Potable Water System that are eligible for reimbursement, prior to construction of the Project Water System Improvements and Offsite Potable Water System and after the Developer has received bids to construct, the City and the Developer shall document the final amount to be reimbursed in accordance with the City's reimbursement policy then in effect and the City shall approve the amount with the requirement to provide actual costs after completion. A late-comer agreement will be a stand-alone document and/or agreement. Alternatively, these improvements, or a portion thereof, may be funded by the District in which case the costs funded by the District would not be subject to reimbursement through the City's reimbursement policy.

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

5.3.1 Developer Responsibility. Developer shall:

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

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

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

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

5.4.1 Developer Responsibility. Developer shall:

5.4.1.1 Prepare and submit to the City, for its approval, a Wastewater System Infrastructure Master Plan designating the approximate location of the Sewerage System main lines, including Offsite sewer lines and lift stations, that will service the Project, as required by the City in order for the City to be the Sewer Provider to the Project as it is fully Developed including considerations that Additional Property may, in the future, be added to the Project (the “Sewer Master Plan”).

5.4.1.2 Developer, at Developer’s expense, shall construct the City-approved (“Project Sewerage System”) within the Project and shall construct Offsite Sewerage depicted on *Exhibit C* from the City-constructed Patagonia Lift Station/Main Line (City please verify) to the Subject Real Property to serve the Project.

5.4.1.2.1 The Offsite Sewerage, provided by Developer, may follow the Hubbard Road alignment or traverse private property, provided that easements, in a form satisfactory to the City, are provided by the owners of any such private properties.

5.4.1.3 The design of Developer-constructed Offsite Sewerage must ensure that, upon completion of the Offsite Sewerage, the Subject Real Property will be served by the Sewer Provider with a capacity to serve the Maximum Density of the approved Project.

5.4.2 City Responsibility. City shall:

5.4.2.1 Following the Developer’s construction and installation of the Developer Sewerage System Improvements in accordance with the Sewer Master Plan including easements and acceptance by the City, the City will become the Sewer Provider for the Project as it is developed.

5.4.2.2 City shall be the Sewer Provider as the Project is developed in accordance with the following:

5.4.2.2.1 City will provide a “Will-Serve” letter for each phase of the Project as it is developed.

5.4.2.2.2 City has recorded easements for the portion of Offsite Sewerage between the Patagonia Lift Station and Stroebel Road.

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5.4.2.2.3 For the portion of the Offsite Sewerage on Hubbard Road from approximately Locust Grove to the Property, Developer shall be eligible for reimbursement of the portion of the cost of the Offsite Sewerage in excess of the capacity needed to serve the Developed Project. Reimbursement amounts shall be calculated and paid in accordance with the applicable City reimbursement policy in effect when construction commences. A late-comer agreement will be a stand-alone document and/or agreement. (City please review and provide direction what sewer costs are eligible for reimbursement). Alternatively, these improvements, or a portion thereof, may be funded by the District in which case the costs funded by the District would not be subject to reimbursement through the City's reimbursement policy.

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

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5.5 **Drainage System.** Developer shall:

- 5.5.1 **Drainage Master Plan.** Prepare and submit to the City, for its approval, a Drainage System Infrastructure Master Plan designating the location of the “**Developer Drainage System Improvements**” that will service the Project, as it is fully developed including considerations that Additional Property may, in the future, be added to the Project (the “**Drainage Master Plan**”).
- 5.5.2 **Private Drainage.** The Drainage Master Plan shall designate areas with private Drainage Systems to be conveyed to and accepted by and maintained by Developer or a designated Owners’ Association.
- 5.5.3 **ACHD Standards.** Developer Drainage System Improvements shall be designed and constructed, as the Project phases are developed, to meet ACHD standards on Public Streets, City and any applicable State standards as is relevant to the intended ownership and maintenance of the constructed Developer Drainage System Improvements.

5.6 **Project Public Park(s), Green Space and Public Green Space Infrastructure Master Plan.** The Project shall contain Green Space, Public Green Space, and Public Park areas totaling a **minimum of 20%** of the gross Project acreage in accordance with the following:

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5.6.1 **Platting.** At the time of each final plat if the percentage of the total open space provided, including the sum of prior final plat phases, does not exceed the percentage of developed area, each final plat within the Project shall contain a minimum of 5% of its total gross acres as Green Space, Public Green Space and/or Public Park(s).

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

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

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

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

5.6.5.1 Public Parks by the City;

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

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

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

- 5.6.7.1** Isolated Trails shall be a minimum of 500 feet per each approved phase. In any circumstance where a pathway or trail is unable to be constructed due to safety, topography, or easement/ownership conflicts, then the Developer shall either re-route such pathways or trails or replace them with additional pathways or trails elsewhere or reach a written agreement with the City to construct those pathways or trails in the reasonable foreseeable future when the circumstances are expected to be resolved.
- 5.6.7.2** Developer may construct larger portions of the Isolated Trails at a rate faster than 500 feet per Phase, in which case the cumulative total of the Isolated Trails would count toward the 500 foot minimum requirement.
- 5.6.8 Project Public Parks.** The Master Plan calls for a minimum of one Public Park to be a minimum of ten [10] acres in size and dedicated to the City.
- 5.6.8.1** The location of the Public Park(s) may be modified from the location shown on the Master Plan, but shall be located adjacent to a main Public Road in a central location to maximize public access and be compatible with the intent of the Project Public Park(s), Green Space and Public Green Space Infrastructure Master Plan.
- 5.6.8.2** The Public Park shall include at least three (3) active amenities such as by way of example:
- Playing fields, playground, basketball court, volleyball court, tennis court, pickle ball courts, a picnic shelter, etc.
- 5.6.8.3** Developer and the City will work together on the final design of any Public Park(s).

5.6.9 Public Park Impact Fee Credits and Reimbursement. If Developer, at no cost or expense to the City, develops and conveys to the City any Public Park within the Subject Real Property, upon approval from City Administrator of the Public Park improvement costs, including the current fair market value of the land ("**Approved Public Park Costs**"), the Developer or the owner of any real property within the Subject Real Property shall be entitled to the issuance of a credit against the City's Public Park impact fee or reimbursement from Project impact fees or a combination thereof, as will be negotiated with the City Administrator in accordance with the provisions of Kuna City Code Section 12-1-6 including any other applicable provisions of Chapter 1 of Title 12 Kuna City Code. Alternatively, these improvements, or a portion thereof, may be funded by the District in which case the costs funded by the District would not be subject to reimbursement through the City's reimbursement policy.

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

**SECTION 6
INFRASTRUCTURE SYSTEMS DEVELOPMENT CONSTRUCTION STANDARDS**

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

**SECTION 7
INFRASTRUCTURE SYSTEMS CONSTRUCTION ACCESS AND OPERATIONS**

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

**SECTION 8
ADDITIONAL PROPERTY**

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

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

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

SECTION 9 TERM

- 9.1 Term.** The Term of this Agreement shall commence on the Effective Date and shall automatically terminate on the 20th anniversary of the Effective Date.
- 9.1.1 Additional Property.** The annexation of any Additional Property shall not extend the Term of this Agreement unless the Agreement is amended to extend the Term.
- 9.1.2 Automatic Extension.** If more than 75% of the residential units or acres within the Master Plan have been built by the 30th Anniversary of the Effective Date, this Agreement shall automatically extend, without necessary notice, agreement, or

recording by or between the Parties, by an additional ten (10) years, for a total of forty (40) years, at which time this Agreement shall automatically terminate as to the Project.

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

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

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

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

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

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

**SECTION 10
AGREEMENT MODIFICATIONS**

10.1 Effect of New Laws. In the event State or federal laws or regulations are enacted and/or there is a decision issued by a court of competent jurisdiction which prevents or precludes a Party's compliance with one or more provisions of this Agreement (individually or collectively, "New Law"), the provisions, in whole or in part, as applicable, of this Agreement shall be modified or suspended as may be necessary to comply with such New Law.

10.1.1 Reasonable Action. During the time that the Parties are conferring on such modification or suspension of this Agreement or challenge to the New Law, the Parties may take reasonable action to comply with such New Law.

10.1.2 Declaration. Should the Parties be unable to agree to a modification or suspension of this Agreement, either may petition a court of competent jurisdiction for an appropriate declaratory judgment for modification or suspension of this Agreement.

10.1.3 Ability to Challenge. Developer and the City each or together shall have the right to challenge the New Law which prevents their compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

10.2 Technical Amendments. Technical amendments of this Agreement may be necessary or appropriate from time to time limited to and in accordance with the following:

10.2.1 Minor Alteration. Technical amendments are those which only involve minor alteration to the Master Plan such as circulation, Parcel or **Phase** area boundaries, Green Space and Public Green Space boundaries, pathway or trail alignments, etc.; and/or reallocation of residential density between Parcels or **Phases** so long as the Maximum Density allowed per this Agreement is not exceeded.

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10.2.2 In Writing. Technical amendments must be in writing and may be approved by the City Council upon recommendation of the Zoning Administrator, Public Works Director and the Parks and Recreation Director without prior or further review by the Planning & Zoning Commission or other public hearings unless such review and public hearings are required by law or by the provisions of any permit issued for the development of any phase of the Project.

10.2.3 May Be Recorded. At the election of Developer, such technical amendments may be recorded through a memorandum so as to show of record on the Subject Real Property.

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

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

**SECTION 11
ZONING AND PUD STANDARDS**

- 11.1 **Applicable to Subject Real Property.** Zoning Ordinance, which includes PUD Standards, as they exist on the Effective Date, shall apply to the Subject Real Property for the Term of this Agreement except as modified by those PUD Modifications shown on *Exhibit E*.
- 11.2 **Not Applicable to Additional Property.** This Section does not apply to the Additional Property.

**SECTION 12
VESTED RIGHTS**

- 12.1 **Vested Rights.** Upon the Effective Date, the Developer/Owner shall have vested rights to develop and use the Subject Real Property consistent with this Agreement.
- 12.2 **Consideration.** The determinations of the City memorialized in this Agreement, together with the assurances provided to the Developer in this Agreement, including this Section, are bargained for and is a consideration for the undertakings of the Developer as set forth herein and contemplated by this Agreement, and are intended to be and have been relied upon by the Developer.

**SECTION 13
INFRASTRUCTURE SYSTEMS OWNERSHIP AND MAINTENANCE**

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

13.1.1 **By ACHD:**

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

13.1.2 **By City:**

- Public Wells and Offsite Water Lines, if any, and

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

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13.1.3 By Developer and/or Owners' Association:

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

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

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

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

13.2.3 Developer Discretion. Developer shall have the sole and absolute discretion over the content, approval and enforcement rights of the Declarant or other governing agent or agency, formation and adoption of the CC&Rs so long as the same is consistent with the provisions of this Agreement.

**SECTION 14
DEFAULT**

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

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

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

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

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

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

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

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

14.1.6.5 The Findings of Fact, Conclusions of Law and Order of Decision issued by the City Council shall be the final administrative remedy of any claim of default under this Agreement and the Parties may thereafter seek legal action in a court of competent jurisdiction for any legal or equitable remedy, including, without limitation, declaratory relief and or specific performance of this Agreement as the case may be, but the Parties shall not be entitled to consequential damages in any such action.

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

SECTION 15 MORTGAGES

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

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

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

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

SECTION 16 SHARED LEGAL DEFENSE OF THIS AGREEMENT

16.1 Shared Agreement Legal Defense Costs. In the event that any legal or equitable action or other proceeding is instituted by a third-party challenging the validity of any provision of this Agreement, the Parties will cooperate in defense of such action or proceeding. The City and the Developer may agree to select mutually agreeable legal counsel to defend such action or proceeding with the Parties sharing equally in the cost of such joint legal counsel, or each Party may select its own legal counsel at each Party's expense. All other costs of such defense(s) shall be shared equally by the Parties. Each Party retains the right to pursue its own independent legal defense.

**SECTION 17
NOTICES AND FILINGS**

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

City:

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

With a copy to:

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

Developer:

Ten Mile Creek LLC
Attn: David Yorgason
1211 N Happy Drive
Boise, ID 83706

With a copy to:

Owners:

David Jay C & Roberta A Family Revocable Trust
P.O. Box 16232
Boise, ID 83715,

Gilmore Keith H & Ruth E Living Trust
Attn: Janet Kell Co-trustee or
Germain R. Tarrant Co-trustee
3154 E. Rivernest Dr.
Boise, ID 83706

Anne C. Whitmore, and
George Whitmore, and
James L. Whitmore
3431 W. Meadow Dr.
Boise, ID 83706

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

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

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17.3 **Notice Prior to Entry of Property.** City agrees to notify Owner prior to entry or access on to Owner's property while Owner is the owner of their property.

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SECTION 18 DEVELOPER ASSIGNMENT OF AGREEMENT RIGHTS

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

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

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

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

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

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

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

**SECTION 19
MISCELLANEOUS**

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

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

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

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

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

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

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

19.8.4 Authority. Each Party represents to the other that the individual(s) executing this Agreement on behalf of the Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

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

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

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

- 19.12 No Partnership; Third-Parties.** It is hereby specifically understood, acknowledged and agreed that neither the City nor the Developer shall be deemed to be an agent of the other for any purpose whatsoever. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third-party, person, firm, organization or legal entity not a Party hereto, and no such other third-party, person, firm, organization or legal entity shall have any right to cause of action hereunder.
- 19.13 Parties' Intent.** It is the Parties' express intention that the terms and conditions be construed and applied as provided herein, to the fullest extent possible. It is the Parties' further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the City, such term or condition shall be construed and applied in such lesser fashion as may be necessary to not restrict the police power of the City.
- 19.14 Recordation.** After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho by the City.
- 19.15 Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 19.16 Time of Essence.** Time is of the essence in implementing the terms of this Agreement.
- 19.17 Waiver.** No delay in exercising any right or remedy shall constitute a waiver by either Party thereof, and no waiver by the City or the Developer of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

[signatures on following page]

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

CITY:

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

By: _____
Joe Stear, Mayor

Attest:

By: _____
Chris Engels, City Clerk

CITY ATTORNEY APPROVAL AS TO FORM AND AUTHORITY

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

Wm. F. Gigray, III, City Attorney

DEVELOPER:

Ten Mile Creek LLC., an Idaho limited liability company

Deleted: limited liability company*
By: -The Companies, L.L.C

By: _____
David Yoragson, Member

By: _____
Chris Findlay, Member

By: _____
Patt Duynslager, Member

OWNER:

Davis Jay C & Roberta A Family Revocable Trust

By: _____
Jay Davis

By: _____
Roberta Davis

OWNER;
Gilmore Keith H & Ruth E Living Trust

Formatted: Font: Bold

By: _____
Janet Kell Co-trustee

Germain R. Tarrant Co-trustee

OWNER:

Anne C. Whitmore, and
George W. Whitmore, and
James L. Whitmore

By: _____
Anne C. Whitmore

By: _____
George W. Whitmore

By: _____
James L. Whitmore

Deleted:
an Idaho
limited liability company
Deleted:

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

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

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

[seal]

Notary Public for Idaho
My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared

~~Members of Ten Mile Creek LLC, an Idaho limited liability company, the limited liability company that executed the instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.~~

- ~~Deleted: _____~~
- ~~Deleted: Manager~~
- ~~Deleted: The M3 Companies, L.L.C~~
- ~~Deleted: .~~
- ~~Deleted: Arizona~~
- ~~Deleted: the Sole Member of M3 Builders, L.L.C., an Arizona limited liability company, an Arizona 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 _____
My Commission expires: _____

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STATE OF IDAHO)
) ss.
COUNTY OF ADA)

~~On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the Trustees of Davis Jay C & Roberta A Family Revocable Trust, that executed the instrument or the person who executed the instrument on behalf of said Trust, and acknowledged to me that such Trust 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.

~~Deleted: On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the Manager of Falcon Crest, L.L.C, the Idaho limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.~~

[seal] _____
Notary Public for Idaho
My Commission expires: _____

Deleted: [redacted]

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the Co-Trustee of Gilmore Keith H and Ruth E Living, that executed the instrument or the person who executed the instrument on behalf of said Trust, and acknowledged to me that such Trust executed the same.

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

Notary Public for Idaho
[seal] My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the Co-Trustee of Gilmore Keith H and Ruth E Living, that executed the instrument or the person who executed the instrument on behalf of said Trust, and acknowledged to me that such Trust executed the same.

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

Notary Public for Idaho
[seal] My Commission expires: _____

STATE OF IDAHO _____)
_____) ss.
COUNTY OF ADA _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be Anne C. Whitmore, the persons who executed the instrument.

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

Notary Public for Idaho
[seal] _____ My Commission expires: _____

STATE OF IDAHO _____)
_____) ss.
COUNTY OF ADA _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be George W. Whitmore, the persons who executed the instrument.

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

Notary Public for Idaho
[seal] _____ My Commission expires: _____

STATE OF IDAHO _____)
_____) ss.
COUNTY OF ADA _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be James L. Whitmore, the persons who executed the instrument.

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

Notary Public for Idaho
[seal] _____ My Commission expires: _____

EXHIBIT A
Annexation Ordinance

EXHIBIT B
"Master Plan"

Deleted: As Needed

EXHIBIT B



HUBBARD ROAD

| AREA "A" | |
|--------------------------|-----|
| 4-PLEX LOTS | 34 |
| 75' LOTS | 100 |
| 60' - 65' LOTS | 160 |
| 50' - 55' LOTS | 134 |
| TOTAL COUNT | 428 |
| TOTAL 4-PLEX UNITS | 136 |
| TOTAL ACRES = 145 | |
| DENSITY = 2.95 LOTS/ACRE | |
| DENSITY = 3.6 UNITS/ACRE | |

| KEY | |
|-----|----------------------|
| | = 70'+ LOTS |
| | = 60'-65' LOTS |
| | = 50'-55' LOTS |
| | = 4-PLEX LOTS |
| | = COMMERCIAL LOTS |
| | = SCHOOL ZONE |
| | = OPEN SPACE / PARKS |
| | = FUTURE DEVELOPMENT |



AREA "A"

FIVE MILE ROAD

TENMILE CREEK ROAD

FALCON CREST GOLF COURSE



| AREA "B" | |
|--------------------------|-----|
| 75' - 100' LOTS | 145 |
| 60' - 70' LOTS | 138 |
| 50' - 55' LOTS | 80 |
| TOTAL COUNT | 363 |
| TOTAL ACRES = 98.9 | |
| DENSITY = 3.67 LOTS/ACRE | |

AREA "B"

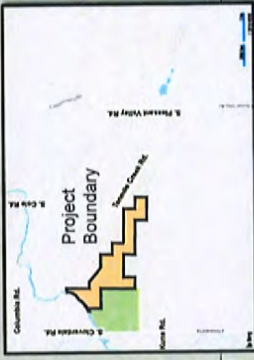
Spring Rock Subdivision

Preliminary Plat - Phase I

Spring Rock Subdivision Master Plan

KEY

- = 70'+ LOTS
- = 60'-65' LOTS
- = 50'-55' LOTS
- = 4-PLEX LOTS
- = COMMERCIAL LOTS
- = SCHOOL ZONE
- = OPEN SPACE / PARKS
- = FUTURE DEVELOPMENT



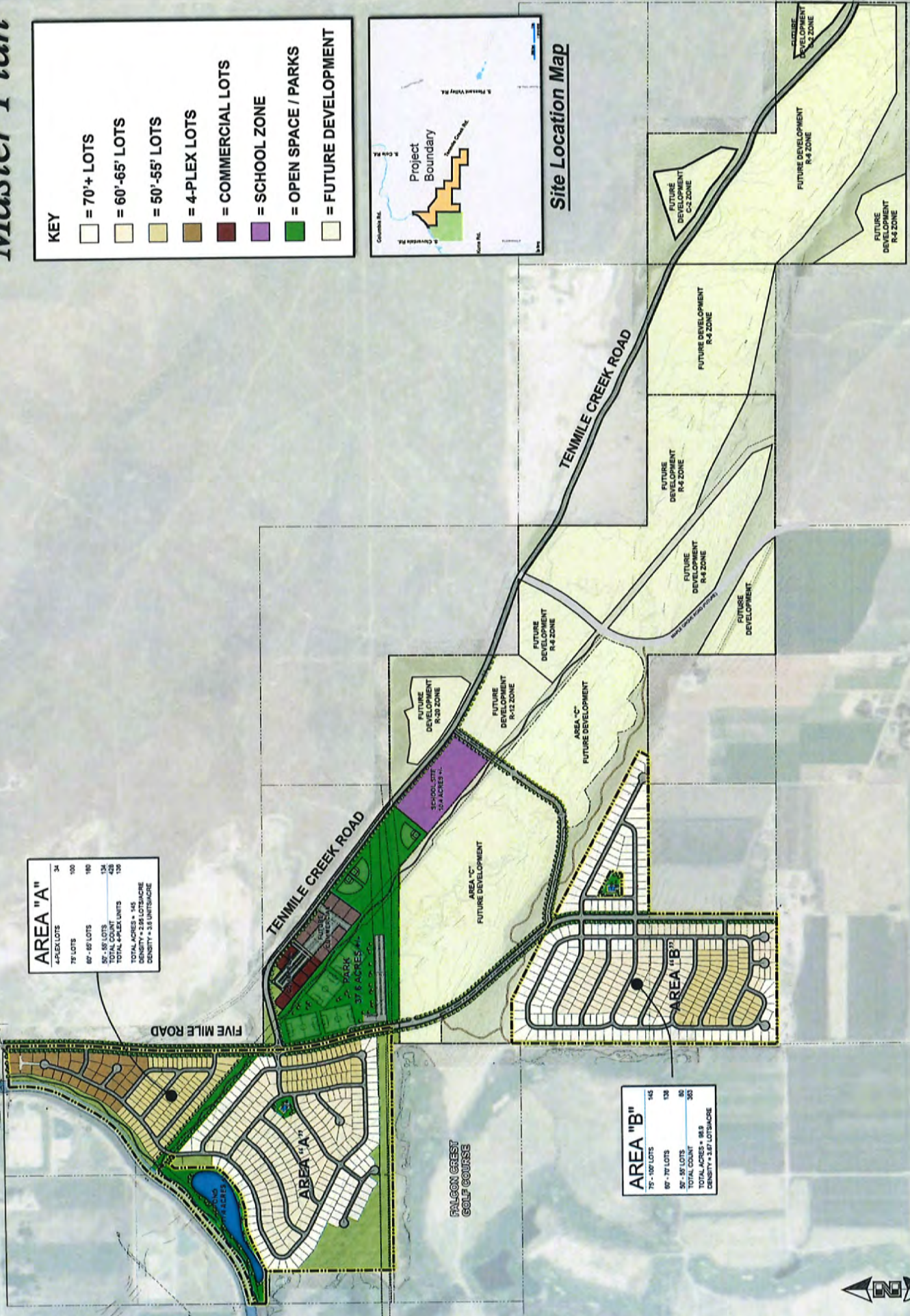
Site Location Map

AREA "A"

| | |
|--------------------------|-----|
| 4-PLEX LOTS | 34 |
| 78' LOTS | 100 |
| 65' - 68' LOTS | 180 |
| 50' - 55' LOTS | 134 |
| TOTAL 4-PLEX UNITS | 34 |
| TOTAL 4-PLEX UNITS | 138 |
| TOTAL ACRES = 145 | |
| DENSITY = 2.58 LOTS/ACRE | |
| DENSITY = 3.5 UNITS/ACRE | |






AREA "B"

| | |
|--------------------------|-----|
| 75' - 100' LOTS | 145 |
| 60' - 70' LOTS | 138 |
| 50' - 60' LOTS | 85 |
| TOTAL COUNT | 368 |
| TOTAL ACRES = 145 | |
| DENSITY = 3.87 LOTS/ACRE | |



Spring Rock Subdivision

Zoning Plan

| KEY | |
|---|-------------|
|  | = R-6 ZONE |
|  | = R-12 ZONE |
|  | = R-20 ZONE |
|  | = C-1 ZONE |
|  | = C-2 ZONE |

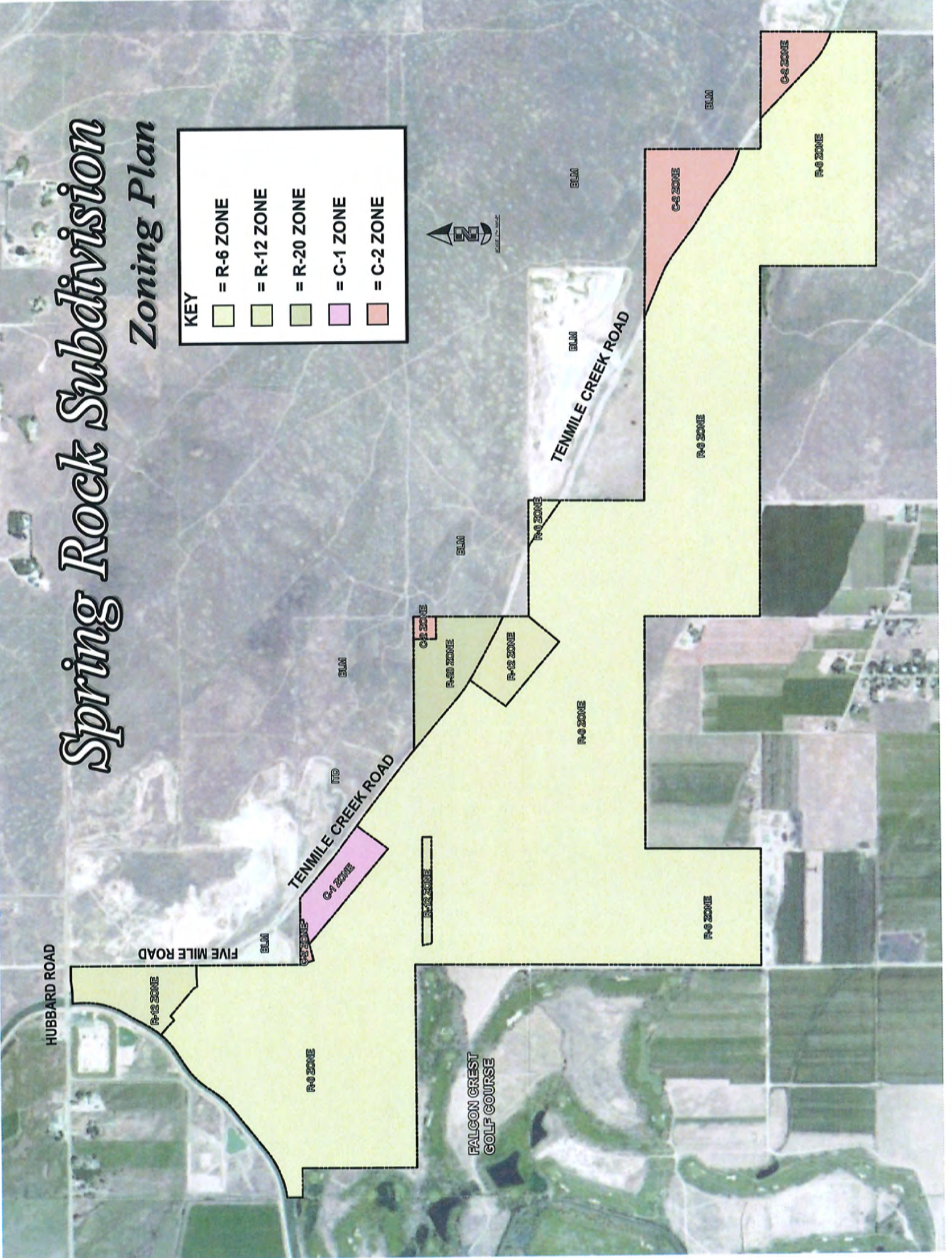


EXHIBIT C
"Offsite Sewerage"

Deleted: As Needed

EXHIBIT D

Deleted: C

EXHIBIT D
"As Needed"

Deleted: 1

EXHIBIT D

Deleted: C

EXHIBIT E
PUD Modification

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EXHIBIT E

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**EXHIBIT E
PUD Modifications**

5-3-3: - OFFICIAL HEIGHT AND AREA STANDARDS:

MINIMUM YARD AND SQUARE FOOTAGE REQUIREMENTS

| Zoning District | Maximum Height | Recommended Minimum Street Frontage* | Front Yard Setback On A Local Road | <u>Front Yard Setback On A Local Road To Residence Or Side Load Garage</u> | Front Yard Setback On An Arterial Or Collector Street | Rear Yard Setback | Interior Side Yard Setback | Street Side Yard Setback | Maximum Lot Coverage | Minimum Lot Size |
|-----------------|-----------------------|--------------------------------------|------------------------------------|--|---|-----------------------|----------------------------|--------------------------|----------------------|------------------|
| R-6 | 35' | 45' 40' | 20' | <u>12' ^***</u> | 30'***** | 15' 10' | <u>5'*****</u> | 20' | 40% N/A | 4,500 SF* N/A |
| R-12 | 40' | 40' | 20' | <u>5'</u> | 30'***** | 15' 10' | <u>5'*****</u> | 20' | 60% N/A | 2,200 SF N/A |
| R-20 | 40' 48' | 40' | 20' | <u>20'</u> | 30'***** | 15' | 5' | 20' | 60% | 1300 SF |
| C-1 | 35' | 0** | 15' | <u>15'</u> | 0 | 5' | 0 | 10' | 100% DR | 2,000 SF |
| C-2 | 60' | 0** | 0 | <u>0</u> | 0 | 0 | 0 | 0 | 100% DR | 1,300 SF |

The city has discontinued the R-1, R-3 and R-5 zones and converted these discontinued zones to the following: R-1 see R-2; R-3 see R-4 and R-5 see R-6. The M-3 zone, which is limited to mining uses, has been consolidated with the M-2 zone.

The terms property owner, applicant, controller and developer are used interchangeably.

* 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.

** It is presumed the parcel's frontage will be of sufficient width to accommodate the placement of a driveway entrance for those uses fronting on a street where they have driveway access.

*** Building heights above sixty (60) feet, and especially habitable spaces located above that height, may require the procuring of special safety equipment or fire apparatus.

**** Residential access to a functionally classified roadway is limited.

^ Front setbacks that are less than fifteen feet (15') when on a radius corner lot will need approval from the city to confirm that there is not a site distance issue.

| Original Code | Redline Changes to Code |
|---|--|
| <p><u>5-7-3: - PLANNED UNITE DEVELOPMENT STANDARDS:</u></p> <p>M. <i>Structures:</i> Attached and detached dwelling units are permitted in PUD's in accordance with the city's adopted Uniform Building Code (UBC) requirements. The minimum separation distance between detached dwelling units shall be ten (10) feet, unless fire or building codes required greater separation distances. The separation distance of uninhabitable accessory buildings (from dwelling units, lot lines and easements) will be according to city and fire district requirements (see KCC 5-3-4-5:l).</p> | <p><u>5-7-3: - PLANNED UNIT DEVELOPMENT STANDARDS:</u></p> <p>M. Structures: Attached and detached dwelling units are permitted in PUD's in accordance with the city's adopted Uniform <u>International</u> Building Code (UBC) requirements. The minimum separation distance between detached dwelling units shall be ten (10) feet, unless fire or building codes required greater separation distances. The separation distance of uninhabitable accessory buildings (from dwelling units, lot lines and easements) will be according to city and fire district requirements (see KCC 5-3-4-5:l).</p> <p>(Ord. No. 2011-10, Sec. 1, 12-20-2011; Ord. No. 2018-08, Sec. 2, 3-6-2018)</p> |
| <p><u>5-7-24: -IMPROVEMENT GUARANTEES:</u></p> <p>D. The applicant shall file with the agreement one (1) of the following to assure their full and faithful performance:</p> <ol style="list-style-type: none"> 1. Certified check; 2. An irrevocable letter of credit issued by a financial institution authorized to do business in the State of Idaho; | <p><u>5-7-24: -IMPROVEMENT GUARANTEES:</u></p> <p>D. The applicant shall file with the agreement one (1) of the following to assure their full and faithful performance:</p> <ol style="list-style-type: none"> 1. Certified check; 2. An irrevocable letter of credit issued by a financial institution authorized to do business in the State of Idaho; <u>3. Other surety acceptable to the city.</u> <p>(Ord. No. 2011, Sec. 1, 12-20-2011)</p> |

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

O. Subdivision signs:

2. Subdivision signs shall not exceed six (6) feet in height and the sign area shall not exceed forty (40) square feet per side.

4. Subdivision advertising: Any sign advertising a commercial enterprise, including real estate developers or subdividers, in a district zoned residential shall not exceed twelve (12) square feet in area and shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located. Signage installed along a residential subdivision's street frontage for advertising purposes shall be limited to the installation of two (2) in ground signs that do not exceed twelve (12) square feet in area or ten (10) feet in height. The signs shall advertise only names, products sold and/or the business or activity conducted on the premises where such sign is located. The signs shall be maintained in good condition and removed when ninety-five (95) of the subdivision's lots have been sold.

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

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

2. A minimum of one (1) deciduous shade tree per one thousand (1,000) square feet of site.

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

O. Subdivision signs:

2. Subdivision signs shall not exceed six (6) feet in height and the sign area shall not exceed forty (40) square feet per side unless approved by the planning department. Subdivision signs shall also not be placed in the vision triangle. Any denial from the planning department may be appealed to the city council.

4. Subdivision advertising: Any sign advertising a commercial enterprise, including real estate developers or subdividers, in a district zoned residential shall not exceed twelve forty-eight (12-48) square feet in area and shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located. Signage installed along a residential subdivision's street frontage for advertising purposes shall be limited to the installation of two-four (2-4) in ground signs that do not exceed twelve forty-eight (12-48) square feet in area or ten (10) feet in height. The signs shall advertise only names, products sold and/or the business or activity conducted on the premises where such sign is located. The signs shall be maintained in good condition and removed when ninety-five (95) of the subdivision's lots have been sold.

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

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

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

6-2-3: -PRELIMINARY PLAT:

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

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

1. A preliminary plat approval shall be valid for two (2) years from the date of approval of the findings of facts and conclusions of law by city council, unless extended as provided for herein.

2. In the event that the preliminary plat is approved in construction phases (more than one (1) phase), the subdivider shall have two (2) years to complete the plat's first phase from the time the council approves the plat's findings of fact. When the preliminary plat includes phases, each successive phase is to be completed within one (1) year of the preceding phase's recording date.

6-2-3: -PRELIMINARY PLAT:

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

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

1. A preliminary plat approval shall be valid for ~~two~~ three (~~2~~ 3) years from the date of approval of the findings of facts and conclusions of law by city council, unless extended as provided for herein.

~~2. In the event that the preliminary plat is approved in construction phases (more than one (1) phase), the subdivider shall have two (2) years to complete the plat's first phase from the time the council approves the plat's findings of fact. When the preliminary plat includes phases, each successive phase is to be completed within one (1) year of the preceding phase's recording date.~~

2. In the event that the preliminary plat is approved in construction phases (more than one (1) phase), the subdivider shall have two (2) years to complete a phase from the time the council approves the plat's findings of fact. When the preliminary plat includes phases, a phase must be completed within three (3) years of a preceding phase's recording date. When a project or master planned community contains multiple plats, a phase must be completed within three (3) years of a preceding phase's recording date within the entire project for all preliminary plats within the project not to expire.

6-3-3: -LOCATION:

Street and road location shall conform to the following:

G. *Cul-de-sac streets:* Cul-de-sac streets shall not be more than five hundred (500) feet in length and shall terminate with an adequate turnaround having a minimum radius of fifty (50) feet for right-of-way

(Ord. 231, 12-7-1977; Ord. 439, 2-20-1996; Ord. No. 2018-08, Sec. 3, 3-6-2018)

6-3-3: -LOCATION:

Street and road location shall conform to the following:

G. *Cul-de-sac streets:* Cul-de-sac streets shall not be more than ~~five hundred~~ seven hundred (~~500~~ 700) feet in length and shall terminate with an adequate turnaround having a minimum radius of fifty (50) feet for right-of-way; cul-de-sacs may be extended further with approval from Kuna Rural Fire Department and emergency access.

(Ord. 231, 12-7-1977; Ord. 439, 2-20-1996; Ord. No. 2018-08, Sec. 3, 3-6-2018)

6-3-4: -SPECIFICATIONS

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

(Ord. 231, 12-7-1977; Ord. 439, 2-20-1996; Ord. 639, 5-28-2003; Ord. 2007-02, 2-20-2007; Ord. No. 2012-24, Sec. 1, 11-6-2012; Ord. No. 2017-1, Sec. 1, 1-17-2017)

6-3-4: -SPECIFICATIONS

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

D. Minimum road width: **The minimum road width within the Kuna city limits on public roads and shall be thirty-three (33) feet back of curb to back of curb for parking on both sides of the street and twenty-seven (27) feet for parking on one side, in all zoning districts. Exceptions may be considered by the public works director, city engineer and/or the planning and zoning director on a case-by-case basis.**

(Ord. 231, 12-7-1977; Ord. 439, 2-20-1996; Ord. 639, 5-28-2003; Ord. 2007-02, 2-20-2007; Ord. No. 2012-24, Sec. 1, 11-6-2012; Ord. No. 2017-1, Sec. 1, 1-17-2017)

6-3-9: -BLOCKS:

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

(Ord. 414, 2-1-1994)

6-3-9: -BLOCKS:

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

(Ord. 414, 2-1-1994)

6-4-2: -REQUIRED PUBLIC IMPROVEMENTS:

E. *Fencing*: Fencing shall be installed according to the approved fencing plan. The subdivision shall feature permanent fencing along its outer perimeter with the exception of those portions of its perimeter that feature common open space or park area accessible from the street. The fencing that is placed next to an arterial or collector road shall be punctuated with a minimum three (3) feet of parallel fencing offset, every two hundred fifty (250) linear feet [maximum] to minimize the monotony of the fence's facade. Fences shall be a maximum six (6) feet in height (measured from the crest of the road), permanent in nature and maintenance free. Fencing shall be constructed of metal, rock or vinyl materials with an approved post hole footing. Wood and chain link fencing is not permitted in a subdivision, except for school related purposes. The school authority may rely upon a powder coated or vinyl coated chain link type fencing for security related purposes. Ditch or irrigation fencing shall be determined with input from the irrigation purveyor. Fencing placed along a subdivision's internal pathways shall be of a see-through type construction to minimize tunneling effects and provide for pedestrian safety. If fencing is used in combination with a landscaped berm, the fence shall be placed behind the berm, and under no circumstances, placed on the berm.

6-4-2: -REQUIRED PUBLIC IMPROVEMENTS:

E. *Fencing*: Fencing shall be installed according to the approved fencing plan. The subdivision shall feature permanent fencing along its outer perimeter with the exception of those portions of its perimeter that feature common open space or park area accessible from the street. The fencing that is placed next to an arterial or collector road shall be punctuated with a minimum three (3) feet of parallel fencing offset, every ~~two hundred fifty~~ five hundred (250 500) linear feet [maximum] to minimize the monotony of the fence's facade. Fences shall be a maximum six (6) feet in height ~~(measured from the crest of the road)~~, permanent in nature and maintenance free. Fencing shall be constructed of metal, rock or vinyl materials with an approved post hole footing. Wood and chain link fencing is not permitted in a subdivision, except for school related purposes. The school authority may rely upon a powder coated or vinyl coated chain link type fencing for security related purposes. Ditch or irrigation fencing shall be determined with input from the irrigation purveyor. Fencing placed along a subdivision's internal pathways shall be of a see-through type construction to minimize tunneling effects and provide for pedestrian safety. If fencing is used in combination with a landscaped berm, the fence shall be placed behind the berm, and under no circumstances, placed on the berm.

G. *Flaglot*: Residential subdivision flag lots shall be developed via a common private driveway access that connects with a public street. The driveway shall not extend more than one hundred fifty (150) feet from the public street right-of-way. A common [or shared] driveway shall be relied upon to access the lots contained within the flag lot configuration, with a maximum of three (3) contiguous lots contained within a flag lot. A cross-access driveway agreement qualifying the methods of common driveway care and maintenance responsibility shall be recorded with each lot of the flag lot. The pole portion of the flag lot and designed and constructed with a minimum twenty-foot-wide curb cut to include a concrete apron. The common driveway shall be constructed of a material approved by the city engineer. The flag lot is subject to street frontage improvements. The area of the flag lot pole is exclusive of each lot's minimum square footage. Each flag lot shall meet the zoning conditions of the underlying zone. Structure(s) placed on the flag lot shall face the public street and be setback a minimum of twenty (20) feet from edge of driveway. Commercial flag lots shall be evaluated on a case by case basis.

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

G. *Flaglot*: Residential subdivision flag lots shall be developed via a common private driveway access that connects with a public street. The driveway shall not extend more than one hundred fifty (150) feet from the public street right-of-way. A common [or shared] driveway shall be relied upon to access the lots contained within the flag-common lot configuration, with a maximum of three six (3 6) contiguous lots contained within a flag lot accessed by a single common driveway that shall not extend more than two hundred (200) feet. A cross-access driveway agreement qualifying the methods of common driveway care and maintenance responsibility shall be recorded with each lot of the flag lot accessing via the common driveway. The pole portion of the flag lot and designed and constructed with a minimum twenty-foot-wide curb cut to include a concrete apron. The common driveway shall be constructed of a material approved by the city engineer. The flag lot and common drive is subject to street frontage improvements. The area of the flag lot pole is exclusive of each lot's minimum square footage. Each flag lot shall meet the zoning conditions of the underlying zone. Structure(s) placed on the flag lot shall face the public street and be setback a minimum of twenty (20) feet from edge of driveway. Commercial flag lots shall be evaluated on a case by case basis.

I. *Irrigation system*: The city engineer is authorized to establish rules, regulations and standards for pressurized irrigation systems and these systems shall comply with those standards, rules and regulations. Pressure irrigation systems shall be constructed in accordance with the specifications of the city's adopted pressure irrigation plan. The subdivider is obligated to may at subdivider's discretion annex the subdivision's lands into the Kuna Municipal Irrigation District [KMID]. Pressure irrigation facilities shall be constructed and dedicated to the city, All irrigation facilities shall be designed and constructed in compliance with KMID standards and requirements. The irrigation system's design and functionality shall flow the requirements of the irrigation entity that will own, operate and maintain the system. Subdivisions shall rely upon a nonportable water source for all irrigation and watering purposes. If adequate water supply is not available then subdivider may use alternative water source to meet development needs. The subdivider shall provide an underground conduit to provide pressurized irrigation water to every lot within the subdivision. Potable municipal water may not be used for subdivision irrigation purposes.

N. *Pathways*: A pathway is intended to connect people to and through a subdivision as opposed to a sidewalk that is intended to protect people from the adjoining roadway. Pathways shall be centered in a public easement and be at least ten (10) feet in width. The pathway surface shall be a minimum five (5) feet in width and constructed of an impervious surface that is acceptable to the city engineer and in compliance with Americans with Disabilities Act [ADA] accessibility guidelines.

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

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

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S. Street and alleys: All streets and alleys shall be constructed in accordance with the standards and specifications adopted by the City of Kuna [city], Ada County Highway District [ACHD] and Idaho Transportation Department [ITD]. Street functionality shall be determined according to the city's adopted "2030 Functional Classified Road Map." The street right-of-way widths shall be according to the street typologies identified in Kuna City Code section 6-3-4. The distance separation for the edge of the street pavement to the developer's right-of-way requires a landscape treatment. For distance separation distances of less than ten (10) feet, provide a city approved landscape treatment to include a nonpotable underground irrigation source. For distance separations of great then ten (10) feet, provide the remainder of the area separation with a rock application treatment acceptable to the city and the transportation authority. The developer shall enter into a license agreement with the transportation authority for landscape maintenance within the public right-of-way. Highway treatment applications will be determined on a case by case basis. A subdivider shall provide a nonconnecting [dead end] subdivision street, whose length is longer than five hundred (500) feet, with a secondary access. If the nonconnecting street terminates in a turn around, the maximum five hundred-foot street length is to be measured from the center point of the turn around to the point where it intersects with an intersecting street. Should the fire district approve a longer roadway length, the city may defer to their judgement. The city prohibits private streets and alleys unless there is a hardship circumstance that warrants this consideration and not of the controller's making. In the limited circumstances where they are approved, private streets and alleyways shall be owned and maintained by private individuals or entities and not by government agencies.

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T. *Street lighting:* Street lights shall be installed within the subdivision at intersections, fire hydrants, cul-de-sacs and other types of turn around, pedestrian shelters and bus stops and according to the approved lighting plan. The subdivider shall place lighting facilities a maximum spacing of two hundred fifty (250) feet and proportionately dispersed throughout the interior and exterior of the subdivision. The street lighting shall alternate along the course of the subdivision roadways from one (1) side of the road to the other at maximum two hundred fifty-foot intervals. The subdivider shall conform to street lighting standards, as adopted by resolution of the city council. Lighting facilities shall be designed and installed according to "Dark Skies" standards. Lighting facilities will be reviewed by city staff to assure they are energy efficient, and if not, the subdivider shall provide an alternative lighting product acceptable to the city. The street lighting facilities shall be of a design standard that makes them easily exchangeable with minimal replacement cost outlay.

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

(Ord. 231, 12-7-1977; and. 1985 Code; Ord. 359, 9-3-1991; Ord. 439, 2-20-1996; Ord. 550, 8-28-2000; Ord. 553, 1-22-2001; Ord. 2006-100, 12-19-2006; and. Ord. 2007-03, 2-6-2007; Ord. 2007-02, 2-20-2007; Ord. No. 2010-15, Sec. 1, 8-3-2010; Ord. No. 2014-20, Sec. 1, 10-21-2014; Ord. No. 2016-08, Sec. 1, 4-5-2016)

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(Ord. 231, 12-7-1977; and. 1985 Code; Ord. 359, 9-3-1991; Ord. 439, 2-20-1996; Ord. 550, 8-28-2000; Ord. 553, 1-22-2001; Ord. 2006-100, 12-19-2006; and. Ord. 2007-03, 2-6-2007; Ord. 2007-02, 2-20-2007; Ord. No. 2010-15, Sec. 1, 8-3-2010; Ord. No. 2014-20, Sec. 1, 10-21-2014; Ord. No. 2016-08, Sec. 1, 4-5-2016)

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

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

2. The city engineer's estimated cost of the remaining work shall be determined, in part, from the detailed bids provided by the subdivider's contractors on contractor's letterhead. To the initial one hundred ten (110) percent estimated cost may be added sums for the following considerations: Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the city's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the city engineer.

(Ord. 21=31, 12-7-1977; Ord. 2007-02, 2-20-2007; Ord. No. 2010-14, Sec. 1, 8-3-2010)

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(Ord. 21=31, 12-7-1977; Ord. 2007-02, 2-20-2007; Ord. No. 2010-14, Sec. 1, 8-3-2010)

EXHIBIT F
Subject Real Property Legal Description

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| EXHIBIT **E**

EXHIBIT G
Community Infrastructure District Financing Guidelines

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EXHIBIT **G**

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Exhibit G
Community Infrastructure District
Financing Guidelines

- A. At the specific request of Ten Mile Creek LLC (“Developer”), the City of Kuna, Idaho (“City”) agrees to the formation of one or more Community Infrastructure Districts (“CID” and/or “District”) pursuant to the policies and procedures outlined herein in order to finance, acquire and/or construct public improvements which are necessary to serve the development of Spring Rock (“Project”). The operation of the District shall be governed by these polices and procedures and shall not be affected by existing City CID Policies or CID Policies if any which may be adopted by the City in the future.
- B. The public improvements and all necessary appurtenances (“public improvements”) anticipated to be financed by the CID include off-site and on-site (i) water, sewer, traffic circulation, street lighting, drainage improvements, public recreational facilities, and civic buildings; (ii) the fair market value of real property for: rights-of-way; easements; public park sites, public open spaces; trail systems, civic building sites, and school sites; (iii) development and/or impact fees charged by the City and/or other public agencies in relation to the provision of public improvements (if any); (iv) financing costs associated with the construction and/or acquisition of public improvements; (v) all public improvements described in the body of the Development Agreement; (vi) expenses, fees, professional fess, and deposits associated with the formation of the District; (vii) existing assessment liens which may exist on the property; and (viii) any and all other public improvements allowable pursuant to Idaho Code 50-3101 et seq. (“the Act”). The City agrees to assume responsibility for the ownership, operation and maintenance of completed public improvements acquired and/or constructed with CID bond proceeds; the Developer agrees to fund a maximum of \$10,000 per year for five (5) years to assist the City in the administration of the District. Furthermore, the City agrees to cooperate and pursue intergovernmental agreements with other public agencies, if applicable, to secure ownership, operation and maintenance of completed public improvements acquired or constructed with CID bond proceeds which are typically not owned, operated and maintained by the City.
- C. The City and the Developer acknowledge that the Developer may be required to construct the public improvements of the CID with its own funds with the understanding that the CID will acquire completed portions of the public improvements from time-to-time with the proceeds of the sale of CID bonds. The Developer acknowledges that the construction of public improvements must comply with applicable City and Ada County Highway District (“ACHD”) standard as well as other governmental standards in effect as of the date of this agreement, except as otherwise agreed to in writing by the City and/or ACHD, so that such public improvements may be dedicated to the City and/or ACHD once they have been acquired with proceeds from the sale of CID bonds. The “acquisition price” as to each public improvement, or completed portions thereof, shall include by definition: the fair market value of rights-of-way, easements and/or other real property interests;

the actual construction costs as well as costs of all other necessary appurtenances as determined by the contract prices as set forth in contracts, purchase orders and change orders entered into by the Developer, its contractors and its suppliers; a construction management fee equal to 7% of all public improvement contracts under the management of the Developer provided the Developer performs such services; and all ancillary costs including but not limited to engineering, studies, surveys, staking, permits, fees and Developer financing costs ("Financing Costs"). Financing Costs will be calculated based upon the prime rate in effect on the date funds were advanced (as defined in the Wall Street Journal) plus two (2) percent. The prior dedication of easements or rights-of-way shall not affect or proscribe Developer's rights to construct infrastructure improvements nor shall it affect the Developer's right to finance, construct and/or acquire such infrastructure improvements and/or real property interests through the CID. Furthermore, with respect to the acquisition of public improvements with CID bond proceeds, the City agrees that it is in the public's best interest to assign the construction bid process to the Developer, subject to the following conditions; (i) the plans, specifications, bidding and contract documents will be prepared by or at the direction of the Developer, (ii) the Developer shall advertise for bids for the construction of the public improvements in conformance with Idaho Code including by not limited to, Chapter 28, Title 67, and (iii) the contracts for the construction of the public improvements shall be awarded to the lowest responsible bidder as determined by the Developer. The City will agree to allow similar bid procedures to apply with respect to CID funding described in Section D. below.

- D. The City will agree to provide the additional option of issuing CID bonds from time-to-time to fund directly the construction work of the public improvements. Under this situation, it will be in the best interest of the City to retain the Developer as an agent of the City and the CID to manage the construction of public improvements in order to coordinate the efficiency of all construction activity due to the Developer having other construction activities ongoing in the Project concurrent with the CID public improvement construction activities. If the Developer agrees to perform such services, the City and the CID will agree to compensate the Developer from CID bond proceeds with a construction management fee in an amount equal to 7% of the contract prices of all public improvement contracts which the Developer is managing. To the extent that the Developer does not perform the construction management function, the construction manager selected shall be mutually agreeable to both parties. Public improvement construction costs eligible for CID financing under this paragraph are all such items set forth in paragraph C. above. The City agrees that the Developer shall not be required to post improvement security or performance bond for public improvements directly funded with CID bonds unless required by state law.
- E. Generally, the boundary of the CID is anticipated to encompass the boundaries of the Project; however, the City and the Developer understand that some of the public improvements funded by CID and/or the Developer may also serve to benefit other surrounding property owners. In such case, the Developer and the City agree to require these properties to pay their fair share of the applicable public improvements and related costs including financing charges.

Alternatively, in lieu of including these other surrounding properties within the boundaries of the CID, in the event that: (i) property within the City can be shown to the satisfaction of the District's engineer to benefit directly from improvements financed by the CID and/or the Developer; (ii) property which was previously owned by a public entity or quasi public entity at the time the CID was formed is subsequently converted to privately-owned land and can be shown to the satisfaction of the District's engineer to benefit directly from the CID and/or Developer financed improvements; and/or (iii) property that specially or directly benefits from the CID and/or the Developer financed improvements to the satisfaction of the District's engineer and is not included within the CID, the City will require each such property falling within clauses (i) through (iii) to contribute its proportionate fair share of the aforementioned improvement costs (including Financing Costs) through participation in a proportionate benefit reimbursement mechanism ("Reimbursement Mechanism").

It is anticipated that the City and/or CID would cause each property's reimbursement obligation imposed pursuant to the Reimbursement Mechanism to be paid at in full at the earlier of; (i) final map recordation, or (ii) the issuance of the first building permit. Proceeds from the Reimbursement Mechanism shall be applied as follows:

- a) to the CID, to the extent that the CID funded the public improvements;
- b) to Developer, to the extent that Developer funded the public improvements.

- F. The Developer may request that the City and/or the CID establish a means of collecting reimbursements from developers or other real property owners for the CID's and/or Developer's costs of installing public facilities that are of the size, length or capacity greater than that needed to serve or mitigate the impacts of development of the Project and which will serve other property along the guidelines established in Section E. above.
- G. The City understands that the CID boundary may need to be divided into additional improvement areas to assign and secure solely to a specific tax area or improvement area any resolution to levy special assessments. Additionally, the City and the Developer understand that it may be necessary to levy assessments in such a manner so as to lien only those parcels which have been released from the terms of any existing senior lien(s) (if any).
- H. Both parties acknowledge that the Developer may be required to advance funds related to the formation of the CID and the issuance of bonds. The City agrees that it will reimburse the Developer from CID bond proceeds for any cost incurred in connection with the formation of the CID and the issuance of bonds which would include, but not be limited to, the Developer's legal, engineering, valuation, title and financial advisors. Additionally, this amount would include all CID application fees and deposits made to the City by the Developer in relation to the CID application, CID formation and bond issuance processes. The Developer shall have the right to review and approve all proposals obtained by the City for the performance of

construction or non-construction CID related activities prior to awarding of such contracts. CID bond counsel shall be selected upon mutual agreement of the City and the Developer. The City and the Developer understand the importance of the underwriter's role in the CID process and as such, the City agrees to accept the Developer's selection of an underwriter related to the issuance of each bond series provide the underwriter selected has had experience with CID financings. Additionally, the City shall not unreasonably deny the Developer's recommendations related to the selection of the District assessment engineer, MAI appraiser and market consultant provided such professionals have performed similar CID work.

- I. The City agrees to support the establishment of an ad valorem CID tax rate of three (3) mills (.003) for debt service plus one hundredth of one percent (.01%) mill for operational and administrative expenses per assessed value as it relates to the issuance of general obligation bonds.
- J. The land which the Developer is including within the boundaries of the CID, the City and/or CID will satisfy the City's requirement for Developer equity as it relates to the provision of public improvements for the Project.
- K. The CID may issue revenue bonds, general obligation bonds and/or special assessment bonds from time-to-time to construct and/or acquire the authorized public improvements subject to the limitations described in Section G. above.
- L. It is expected that all unrated bond types will be sold privately to qualified institutional buyers and/or accredited investors. Given the knowledge and experience of such parties in the purchase and sale of such financial instruments, the City and/or District shall not require and/or institute any type of transfer restriction(s) related to the subsequent transfer, trading and/or sale of such CID bonds provided such transfer activities are between qualified institutional buyers and/or accredited investors.

At the Developer's sole discretion, immediately upon the formation of the District, the District will hold a bond election for the authorization of the issuance of general obligation bonds. The bond election amount will be determined solely by the Developer but in no case will the bond election be less than \$40,000,000. The bond election shall remain in effect for fifty (50) years or the longest term allowed by law as determined at the discretion of the Developer at the time of the CID formation.

The City agrees the CID bonds issued from time-to-time will have a minimum term of 30 years. In the case of special assessment bonds, the City/CID shall implement the bond issue on the basis of an overall lien-to-value ratio of 1 to 3 (33%) provided that the issue is sold through a public offering. An "overall lien-to-value ratio" is defined as that product produced by dividing the total fair market value of the property contained within the boundaries of the assessment area by the total assessment to be placed upon the property contained within the assessment area. In the event that an overall 1 to 3 lien-to-value ratio cannot be achieved, the Developer shall preserve the following options: (i) post a letter of credit or pledge MAI appraised real estate collateral sufficient to cover the portion of the CID bonds not supported by the overall lien-to-value requirement; (ii) escrow a portion of the CID bonds not supported by the overall lien-to-value requirement or (iii) issue a second

series of special assessment bonds for the benefited area in question. In determining the market value of the property infrastructure which is to be constructed with CID proceeds and/or for which performance bonds have been obtained, will be treated for valuation purposes as if they were completed as of the date of valuation.

- M. The Developer will cause special assessment liens to be levied upon the property and such special assessment liens shall be passed on to subsequent property owners. Such special assessment liens may be prepaid in whole or in part at any point in time by any property owner in accordance with the following formula:

Principal Amount Outstanding (at time of prepayment)
Plus: Accrued Interest Through The Next Interest Payment Date (e.g. 6 months)
Plus: Prepayment Penalty (if any)
Plus: City Administration Fee (not to exceed \$100)
Less: Prorata Share of Reserve Fund Balance
Equals – Prepayment Amount

The City and/or the CID agree to allow the sale of special assessment bonds in \$1,000 denominations above the minimum bond denomination to facilitate the potential prepayment of assessments. At the sole discretion of the Developer, denominations of special assessments may be increased to whatever denomination the Developer feels appropriate.

- N. Although the Project is not to be subject to any City existing or future development and/or impact fees except as otherwise provided in the Development Agreement, if or in the event any such fee is imposed upon the Developer, the City acknowledges that it will provide a like-amount development/impact fee credit against any development fee or impact fee applicable to the Project which is earmarked to fund public improvements which are similar in nature to the those public improvements funded through the CID and/or the Developer.
- O. In the event that additional land is acquired at a later date by Developer for inclusion as part of this Project, the City will cause the District to promptly annex such property into the District, subject to these policies and procedures and the terms of the Development Agreement. If it proves to be impractical to annex the additional land into the District, the City agrees to establish an additional District(s) subject to the same conditions as those enumerated herein.
- P. Due to Developer's engineering firm having other construction activities ongoing within the Project concurrent with the CID public improvement construction activities, the City agrees that in order to promote operational efficiency and to reduce costs, it is in the best interest of the District to retain the Developer's engineering firm as the District's Engineer to coordinate and provide oversight functions related to the construction/acquisition of public improvements.
- Q. In the event the City is unable to provide enough personnel to review CID related documents, the City agrees to retain outside consultants mutually agreeable to the City and the Developer to review such documents on behalf of the City/District. The

reasonable costs incurred by use of outside consultants will be paid by the Developer but shall be considered an eligible cost of the CID for which the Developer will be reimbursed from CID bond proceeds.

- R. The City agrees to establish the CID in conjunction with the annexation of the Property into the City subject to the terms outlined herein in no case later than one hundred and twenty (120) days from the date the Property is annexed into the City.
- S. The City further agrees review and approve all requests for the issuance of bonds no later than sixty (60) days from receipt of such requests.
- T. The rights under the CID shall in inure to the Developer successors and/or assigns and the rights run with the with the property however, none of the parties to the CID will be able to assign their rights without the prior written consent of the other parties, which consent will not unreasonably be withheld.

EXHIBIT H
Public Parks & Trails Plan

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EXHIBIT G

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Jerry Hastings

From: Sub Name Mail
Sent: Friday, March 22, 2019 5:04 PM
To: David Yorgason
Cc: codym@idahosurvey.com
Subject: Spring Rock Subdivision Name Reservation

March 25, 2019

Cody McCammon, Idaho Survey Group
Dave Yorgason, Ten Mile Creek LLC

RE: Subdivision Name Reservation: **SPRING ROCK SUBDIVISION**

At your request, I will reserve the name **Spring Rock Subdivision** for your project.

Due to the size of this development, the name reservation is subject to conditions. The use of this name is subject to the current Ada County Subdivision Name Policy & requirements of Idaho Code 50-1307.

The following items are included in the current policy, but are reiterated herein for emphasis.

1. Subsequent phases of this development must be adjoining. If the plat boundary phases are not adjoining, the primary name "**SPRING ROCK**" may be used but a new secondary name must be chosen and reserved prior to the plat being submitted to the Ada County Surveyor's office.
2. The use of this name across Ten Mile Creek Road may not be allowed, unless the Ten Mile Creek Road right-of-way is included in the plat. Without a review of all of the deeds, it would appear that Ten Mile Creek Road appears to be a prescriptive (as opposed to dedicated) right-of-way.

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 either 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 others.

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

-----Original Message-----

From: David Yorgason [<mailto:dyorgason6@gmail.com>]
Sent: Thursday, March 21, 2019 11:31 AM
To: Sub Name Mail
Cc: Dave Yorgason
Subject: Subdivision Name Request: Springrock

Subdivision Naming:

We are requesting the name Springrock for a subdivision name. Please let us know if this is approved. Here is the information you need:

| Parcels: | Township Range Sections |
|-------------|--------------------------|
| S1415110103 | T2N R1&2E Sec 15 |
| S1415427805 | T2N R1E Sec 15 |
| S1415141900 | T2N R1E Sec 15 |
| S1414336000 | T2N R1&2E Sec 14 |
| S1414315000 | T2N R1E Sec 14 |
| S1414438400 | T2N R1E Sec 14 |
| S1414438900 | T2N R1E Sec 14 |
| S1423120000 | T2N R1E Sec 23 |
| S1423110000 | T2N R1E Sec 23 |
| S1423111000 | T2N R1E Sec 23 |
| S1424233600 | T2N R1E Sec 24 |
| S1424131800 | T2N R1E Sec 24 |
| | |
| S1424240000 | T2N R1E Sec 24 (Davis) |
| S1423211000 | T2N R1E Sec 23 (Gilmore) |

Surveyor: Idaho Survey Group (Cody McCammon)

Developer: Ten Mile Creek, LLC (contact Dave Yorgason)

Please advise if you need more info.

Thanks,
Dave Yorgason
208-850-1070

Glen Smallwood

From: Sub Name Mail
To: David Yorgason; Sub Name Mail
Cc: Cody McCammon
Subject: RE: [EXTERNAL] Re: Springrock Subdivision Name Reservation

Since the name was already accepted, we changed the name in our system, adding a space. I have modified the original letter and re-attached it.



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

From: David Yorgason [<mailto:dyorgason6@gmail.com>]
Sent: Tuesday, July 2, 2019 4:30 PM
To: Sub Name Mail
Cc: Cody McCammon; Dave Yorgason
Subject: [EXTERNAL] Re: Springrock Subdivision Name Reservation

Jerry / Subdivision Naming Group,

Thank you again for approving the name for our subdivision. We are getting feedback that it would be better to have this name as two words if possible ... can you change the name of our subdivision and approve it as Spring Rock Subdivision?

Thanks,
Dave Yorgason

On Mar 25, 2019, at 11:50 AM, Sub Name Mail <subnamemail@adacounty.id.gov> wrote:

March 25, 2019

Cody McCammon, Idaho Survey Group
Dave Yorgason, Ten Mile Creek LLC

RE: Subdivision Name Reservation: **SPRINGROCK SUBDIVISION**

At your request, I will reserve the name **Springrock Subdivision** for your project. Due to the size of this development, the name reservation is subject to conditions. The use of this name is subject to the current Ada County Subdivision Name Policy & requirements of Idaho Code 50-1307. The following items are included in the current policy, but are reiterated herein for emphasis.