



CITY OF MIDDLETON

P O Box 487
1103 W MAIN ST, MIDDLETON, ID 83644
208-585-3133, FAX: 208-585-9601
WWW.MIDDLETON.ID.GOV

Planning and Zoning Department

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ _____

Application Accepted by: _____

Date Application Accepted: _____

Applicant:

M3 Companies 208.939.6263 mtate@m3companiesllc.com

Name Phone Email

1087 W. River Street Ste 310 Boise, ID 83702

Mailing Address City, State Zip

Representative:

JUB Engineers / Wendy Shrief 208.376.7330 wshrief@jub.com

Name Phone Email

2760 W. Excursion Ln. Ste 400 Meridian, ID 83642

Mailing Address City, State Zip Code

PUBLIC HEARINGS**

- Annexation and Zoning
Rezone
Vacate Right-of-Way
Comprehensive Plan Map or Text Amendment

PUBLIC MEETINGS*

- Design Review
Preliminary Plat
Construction Plans ***
Final Plat

PUBLIC HEARINGS**

- Development Agreement
Ordinance Amendment
Special Use Permit
Variance

* Public Meetings: Individuals have a right to observe, not comment, at an open meeting at which the application is being considered by decision makers. Plats designed to city code and standards do not require a neighborhood meeting or public hearing.

** Public Hearings: a neighborhood meeting is required before filing an application, and individuals have a right to participate in the hearing by offering comments. Plats not designed to city code and standards require a neighborhood meeting and public hearing.

*** Administratively: reviewed and approved by the City Engineer and Zoning Official.

Subdivision or Project Name: The Quarry Subdivision

Site Address: Middleton Road Total Acres: 236.55 (Prelim. Plat)

Crossroads: SW Corner of Middleton Road and Lincoln Road

Existing Zoning: Ag. (County) Proposed Zoning: MU

Floodplain Zone: X Hillside (grades exceeding 10%): N/A

Wendy Shrief 2/4/2021
Applicant's Printed Name Date Applicant's Signature



CITY OF MIDDLETON
 P O Box 487
 1103 W MAIN ST, MIDDLETON, ID 83644
 208-585-3133, FAX: 208-585-9601
 WWW.MIDDLETON.ID.GOV

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ _____

Application Accepted by: _____

Date Application Accepted: _____

Checklist - A complete Planning and Zoning Application must include the following.

- Application Form**
- Application Fee** (see Fee Schedule). Note: City Engineer and City Attorney expenses incurred by the city throughout the approval process that are related to relating to this Application are billed to the applicant in addition to the Application Fee. _____ Applicant Initial
- Vicinity Map:** attach an 8 1/2" x 11" map showing the subject property in relation to land around it that includes the nearest public roads.
- Narrative:** describe and explain your request, anticipated adverse impacts on neighbors, and other information helpful to decision-makers. Please attach the following if applicable.

Applicable Not Applicable

- | | | |
|--------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Describe how request is consistent with comprehensive plan (for annexation, zoning, comprehensive plan or ordinance amendments only) |
| <input type="checkbox"/> | <input type="checkbox"/> | Design review materials and information (design review application only) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed preliminary plat, drainage calculations, traffic impact study |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed construction drawings (construction plans application only) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed final plat (for final plat application only) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed development agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Worksheet (for special use permit or variance only) |

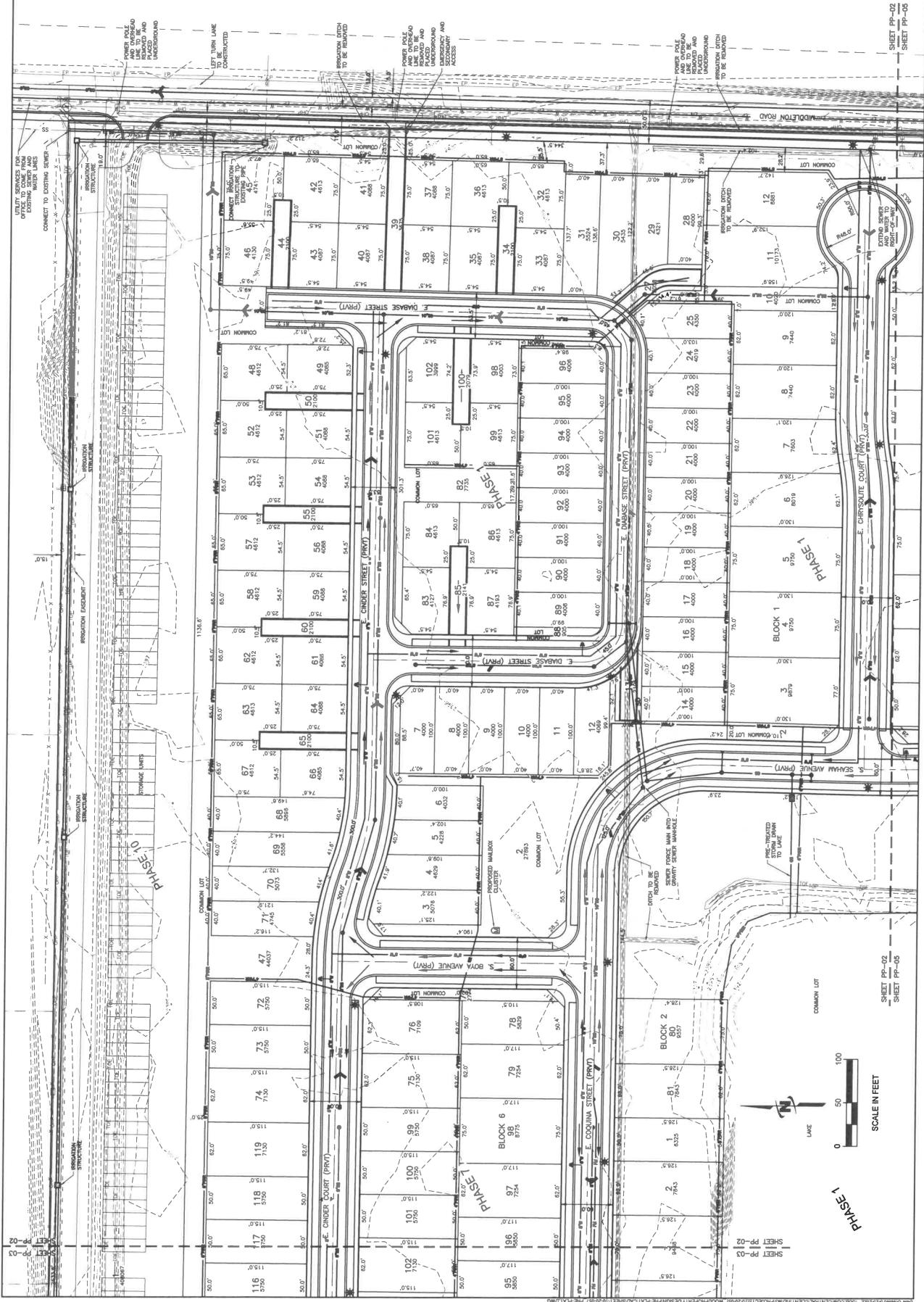
- Proof of Ownership or Owner's Consent:** attach a copy of landowner's deed and, if applicable, a letter from the landowner that authorizes the applicant to file an application.
- Property Boundary Description** including reference to adjoining road and waterway names that is signed and stamped by a land surveyor registered in the State of Idaho. If more than one zoning designation is being requested, separate legal descriptions are required for each zoning designation.
- Neighborhood Meeting:** If applicable, attach original sign-up sheet.
- Mailing Labels:** Adhesive mailing labels containing the names and addresses of property owners within 300 feet of the external boundaries of the subject property (available at Canyon County Assessor's office or title companies). Two(2) sets if application requires a public hearing.
- Complete Application (City use only: check box and initial if Application is complete):** _____



NO.	REVISION	DATE
1	CITY COMMENTS	11/27/22

QUARRY EAST SUBDIVISION
MIDDLETON, IDAHO
PRELIMINARY PLAN
EXISTING AND PROPOSED CONDITIONS

DATE: 11/27/22
 DRAWN BY: JUB
 CHECKED BY: JUB
 SCALE: AS SHOWN
 SHEET NUMBER: **PP-02**
 SHEET PP-02
 SHEET PP-03
 SHEET PP-04
 SHEET PP-05



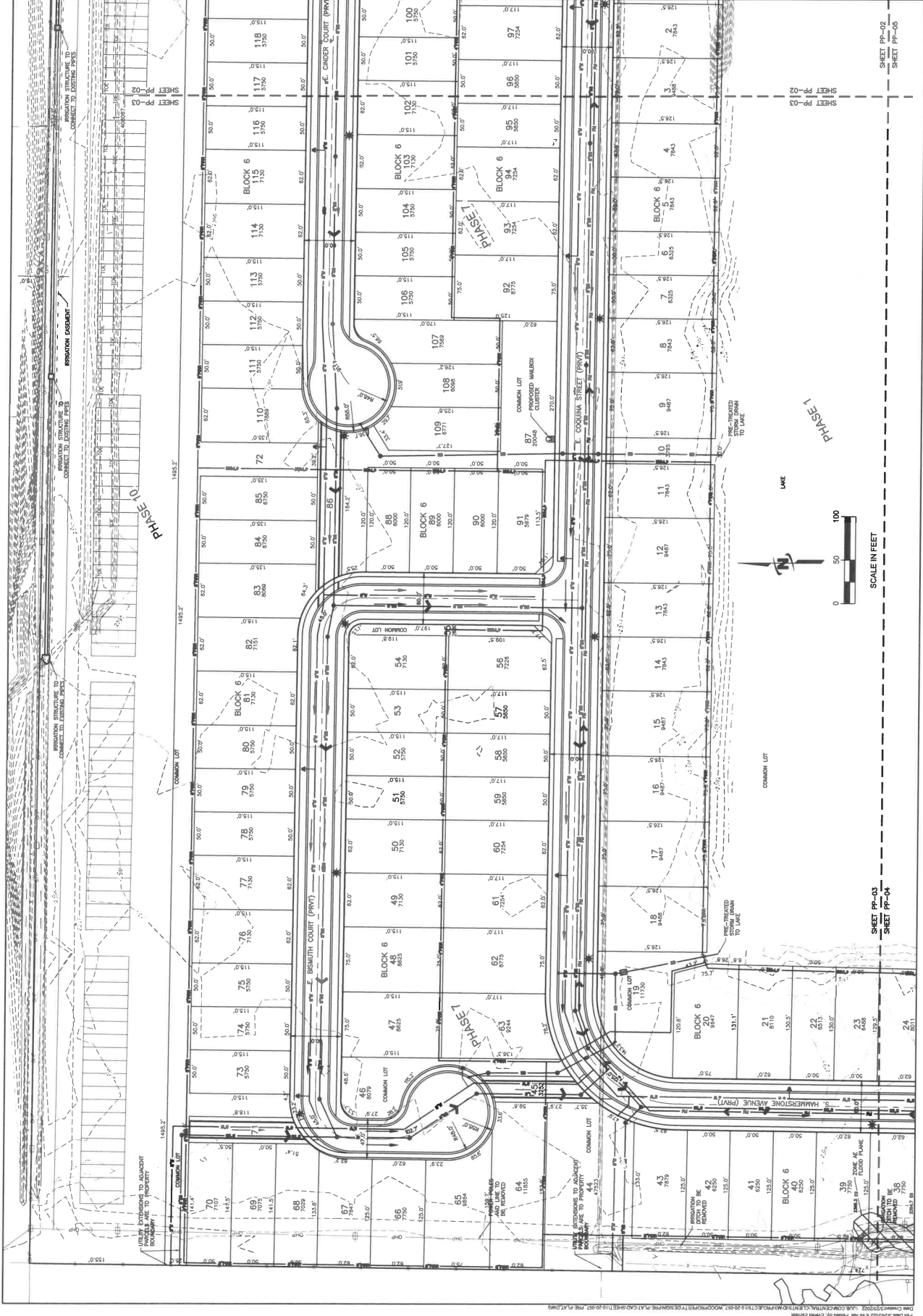


NO.	DESCRIPTION	BY	DATE
1	CITY COMMENTS	RE	11/27/22

PRELIMINARY PLAT
 QUARRY EAST SUBDIVISION
 MIDDLETON, IDAHO
 EXISTING AND PROPOSED CONDITIONS

FILE NO.	10-2022-0001
DATE	11/22/22
PROJECT NO.	10-2022-0001
OWNER	QUARRY EAST
DESIGNER	JUB ENGINEERS, INC.
CHECKED	[Signature]
DATE	11/22/22

AT FULL SCALE, 1" = 40' (SEE SCALE)
 LAST REVISED: 11/22/22
 SHEET NUMBER: PP-03



SCALE IN FEET
 0 50 100

SHEET PP-01
 SHEET PP-04

SHEET PP-02
 SHEET PP-05

SHEET PP-03

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

SHEET PP-02
 SHEET PP-05

JUB
 JUB ENGINEERS, INC.
 Phone: 208.376.7330
 www.jub.com
 MERIDIAN, ID 83642

JUB ENGINEERS, INC.
 Suite 400
 2760 W. EXCURSION LN.
 MERIDIAN, ID 83642

PROFESSIONAL ENGINEER
 11704
 IDAHO

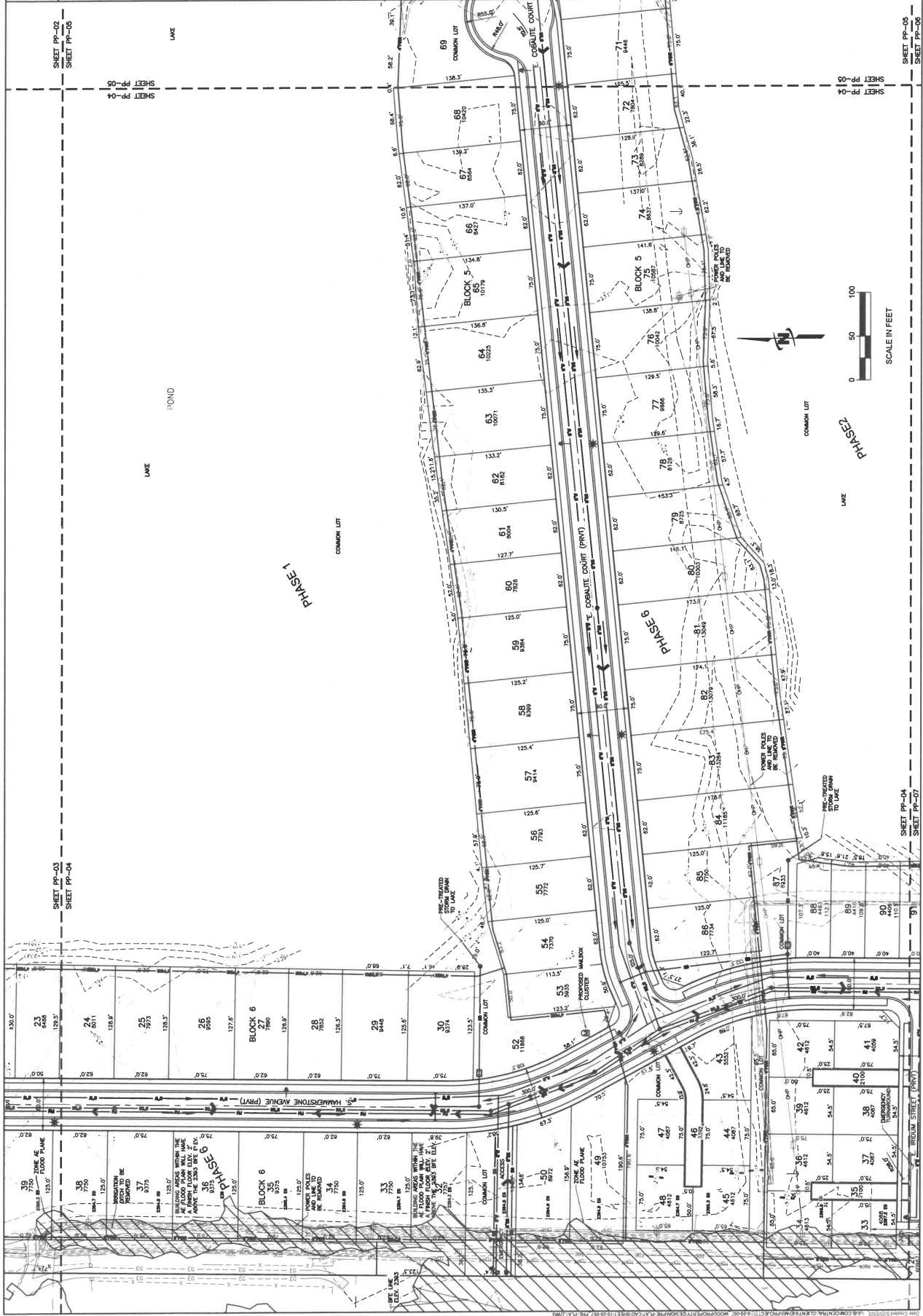
NO.	DESCRIPTION	DATE
1	PRELIMINARY	12/27/22

THIS PLAN RETURN TO THE DESIGNER FOR ANY CHANGES OR REVISIONS. THE DESIGNER IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE DESIGNER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED.

PRELIMINARY PLAT
 MIDDLETON, IDAHO
 QUARRY EAST SUBDIVISION
 EXISTING AND PROPOSED CONDITIONS

FILE NO. 202202-0001-PLAT
 JOB NO. 22-0001-001
 CHECKED BY: [Signature]
 DATE: 12/27/22
 AT FULL SIZE PLOT ONE
 LAST UPDATED: 12/27/22

SHEET NUMBER:
PP-04

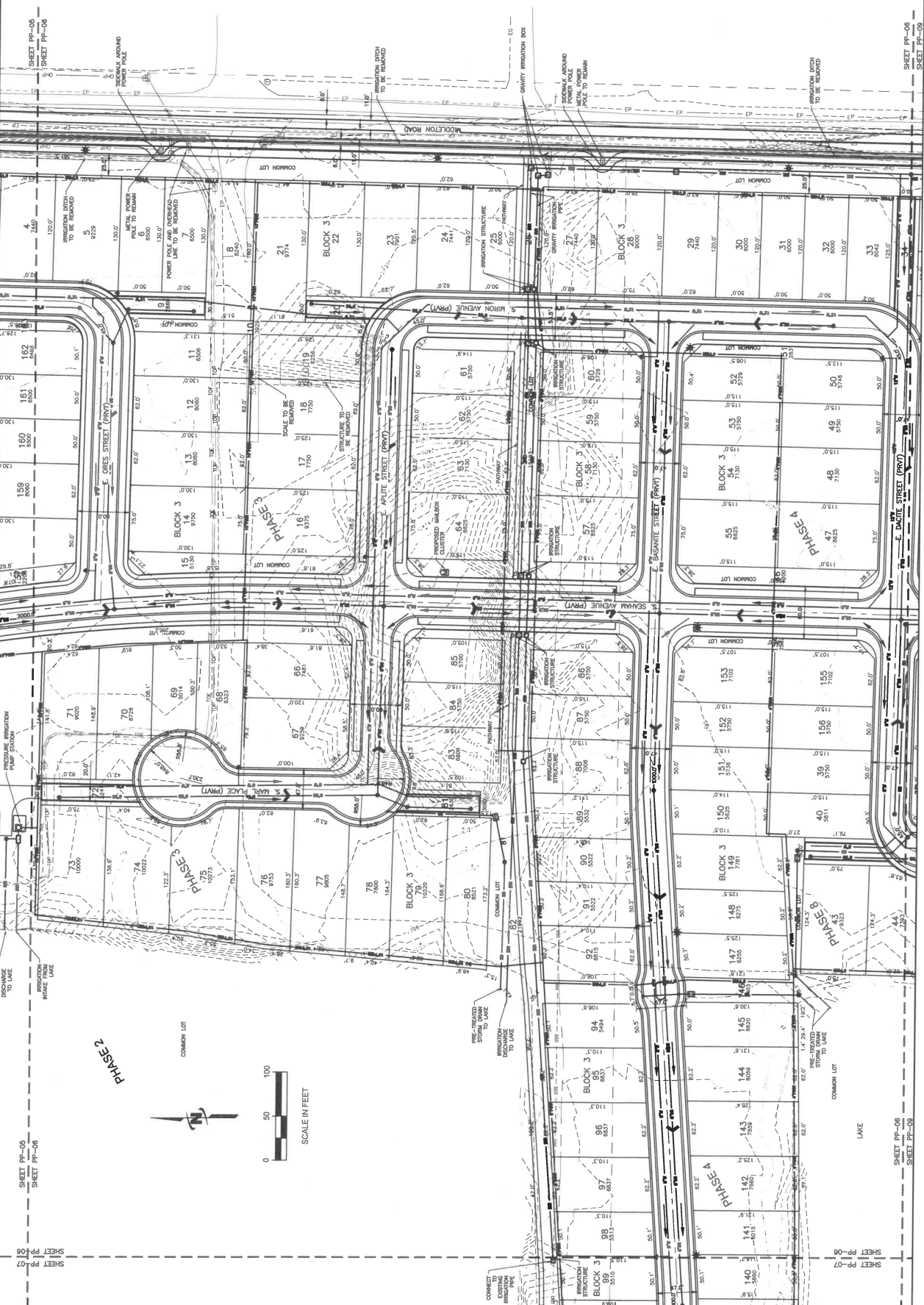


PHASE 1
 PHASE 6
 COMMON LOT
 LAKE
 POND
 COBALT COURT (PRV)
 HAMBURSTONE AVENUE (PRV)
 PRE-TREATED MAINTENANCE TO LAKE
 PRE-TREATED TO LAKE

23 6480
 24 6011
 25 7873
 26 8550
 28 7852
 29 8449
 30 8374
 31 11866
 32 8442
 33 7750
 34 7750
 35 8375
 36 8375
 37 8375
 38 7750
 39 7750
 40 4009
 41 4009
 42 4009
 43 4009
 44 4009
 45 4009
 46 4009
 47 4009
 48 4009
 49 4009
 50 4009
 51 4009
 52 4009
 53 4009
 54 4009
 55 4009
 56 4009
 57 4009
 58 4009
 59 4009
 60 4009
 61 4009
 62 4009
 63 4009
 64 4009
 65 4009
 66 4009
 67 4009
 68 4009
 69 4009
 70 4009
 71 4009
 72 4009
 73 4009
 74 4009
 75 4009
 76 4009
 77 4009
 78 4009
 79 4009
 80 4009
 81 4009
 82 4009
 83 4009
 84 4009
 85 4009
 86 4009
 87 4009
 88 4009
 89 4009
 90 4009



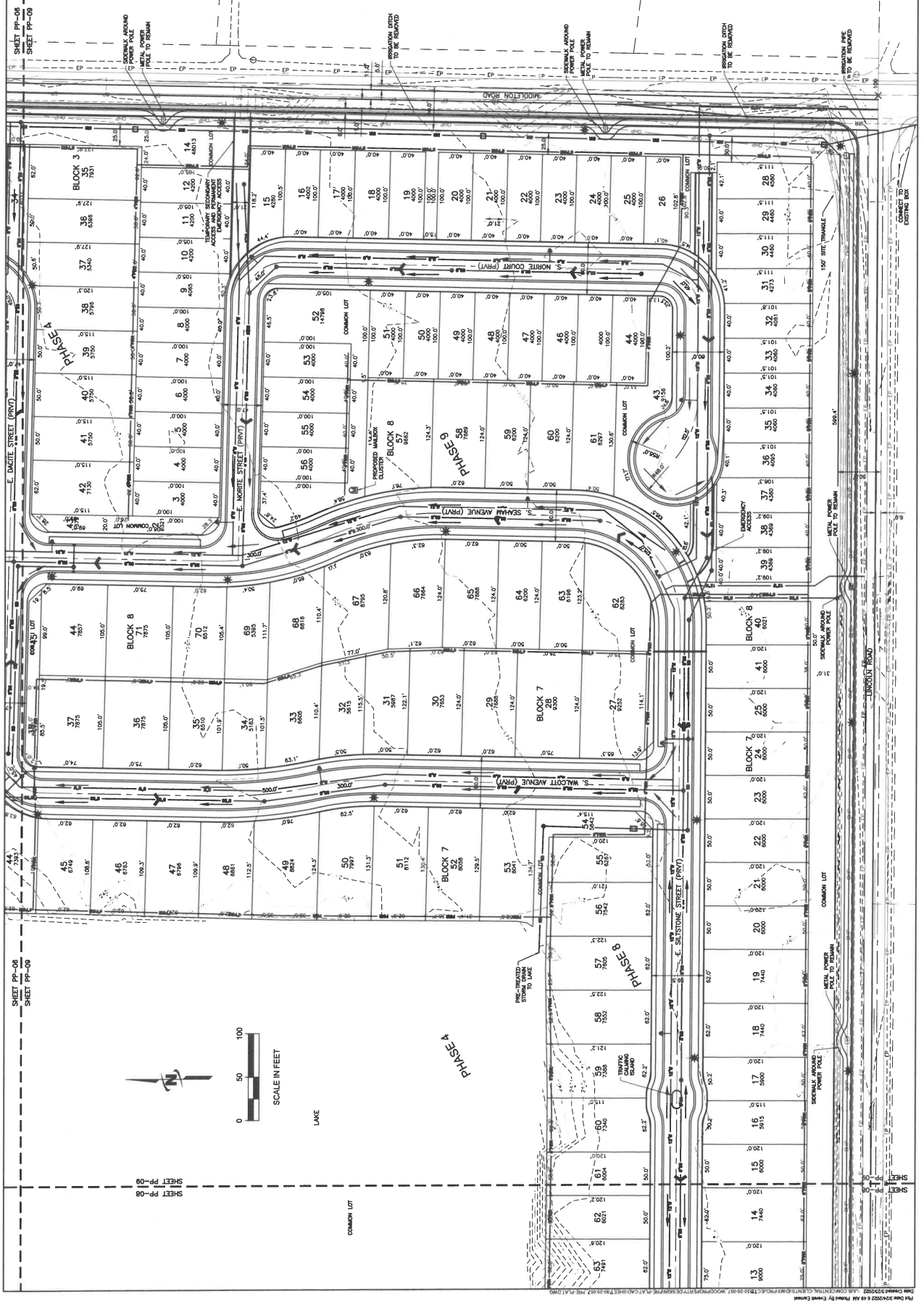
NO.	DATE	DESCRIPTION
1	11/17/04	CITY COMMENTS
2	11/17/04	REVISIONS





NO.	DATE	DESCRIPTION
1	12/22	PRELIMINARY PLAT

PRELIMINARY PLAT
 QUARRY EAST SUBDIVISION
 MIDDLETON, IDHAO
 EXISTING AND PROPOSED CONDITIONS



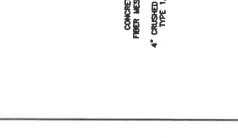
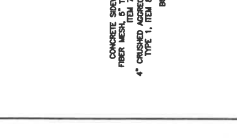
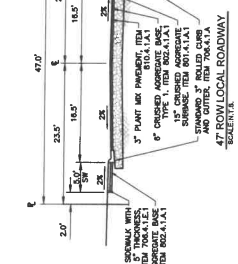
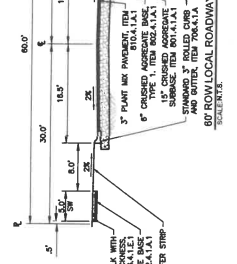
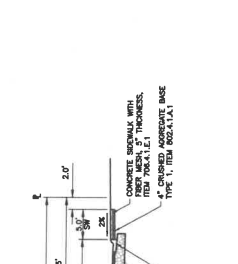
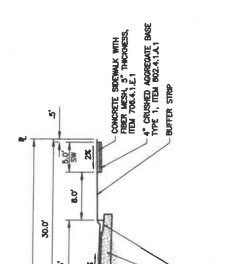
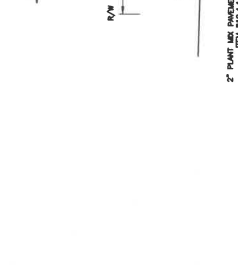
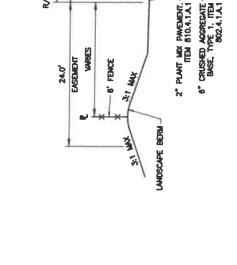
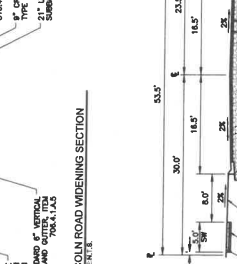
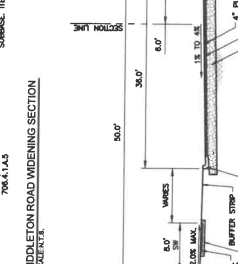
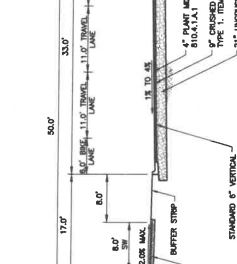
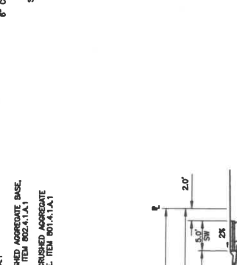
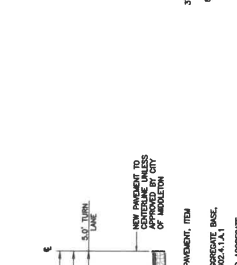
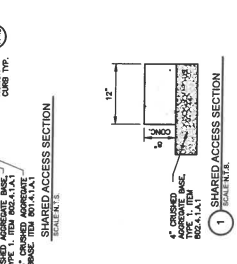
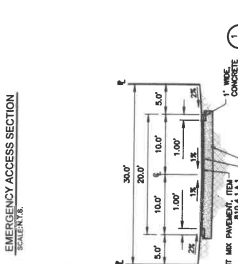
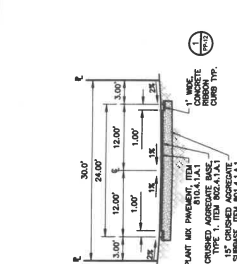


NO.	DESCRIPTION	DATE	BY	CHKD.

THIS DRAWING IS THE PROPERTY OF JUB ENGINEERS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN CONSENT OF JUB ENGINEERS, INC. THIS DRAWING IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY OTHER REPRODUCTION OR USE OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF JUB ENGINEERS, INC. IS STRICTLY PROHIBITED.

QUARRY EAST SUBDIVISION
 MIDDLETON, IDAHO
 PRELIMINARY PLAN
 STREET SECTIONS

SHEET NUMBER:
PP-12



QUARRY EAST SUBDIVISION
MIDDLETON, IDHAO

PARKS AND OPEN SPACE PLAN

NO.	DESCRIPTION	DATE	BY	DATE
1	ISSUED FOR PERMITS	10/24/2024	JUB	
2	REVISED PER COMMENTS	10/24/2024	JUB	

THIS SHALL REMAIN THE PROPERTY OF THE ARCHITECT, ENGINEER, AND SURVEYOR. NO PART OF THIS PLAN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT WRITTEN CONSENT BY THE ARCHITECT, ENGINEER, AND SURVEYOR. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

JUB ENGINEERS, INC.
2760 W. EXCURSION LN.
Suite 400
Meridian, ID 83642
Phone: 208.376.7330
www.jub.com

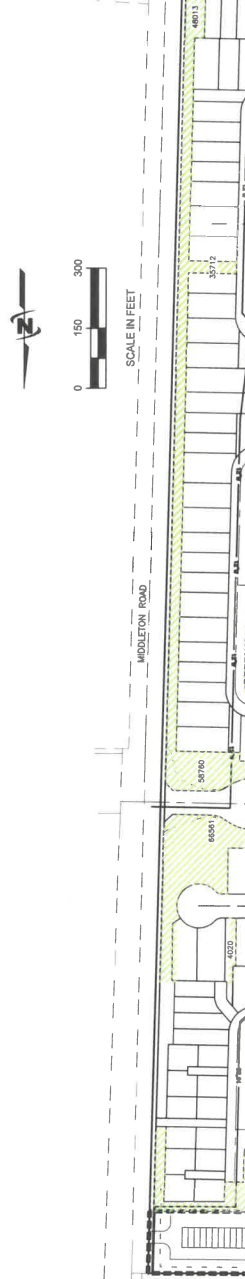


JUB ENGINEERS, INC.
2760 W. EXCURSION LN.
Suite 400
Meridian, ID 83642
Phone: 208.376.7330
www.jub.com

PHASE	PHASE AREA	LAKE AREA	COM. AREA	% COM. AREA
1	46.58 Ac.	19.40 Ac.	7.55 Ac.	16.4%
2	37.42 Ac.	23.66 Ac.	5.90 Ac.	15.8%
3	42.17 Ac.	19.56 Ac.	3.17 Ac.	7.5%
4	12.74 Ac.	1.64 Ac.	1.64 Ac.	12.9%
5	28.82 Ac.	2.69 Ac.	2.69 Ac.	10.0%
6	15.27 Ac.	1.44 Ac.	1.44 Ac.	9.4%
7	9.40 Ac.	1.67 Ac.	1.67 Ac.	17.9%
8	236.81 Ac.	62.62 Ac.	28.58 Ac.	12.1%
TOTAL				

PARK AREA BREAKDOWN:
PARK 8.09 Ac.
REMAIN COMMON AREA 20.49 Ac.
TOTAL COMMON AREA 28.58 Ac.

LEGEND:
PARK AREA (Green hatched)
COMMON AREA (Yellow hatched)



JUB
JUB ENGINEERS, INC.
 2760 W. EXCURSION LN.,
 SUITE 400
 MERIDIAN, ID 83642
 Phone: 208.376.7390
 www.jub.com

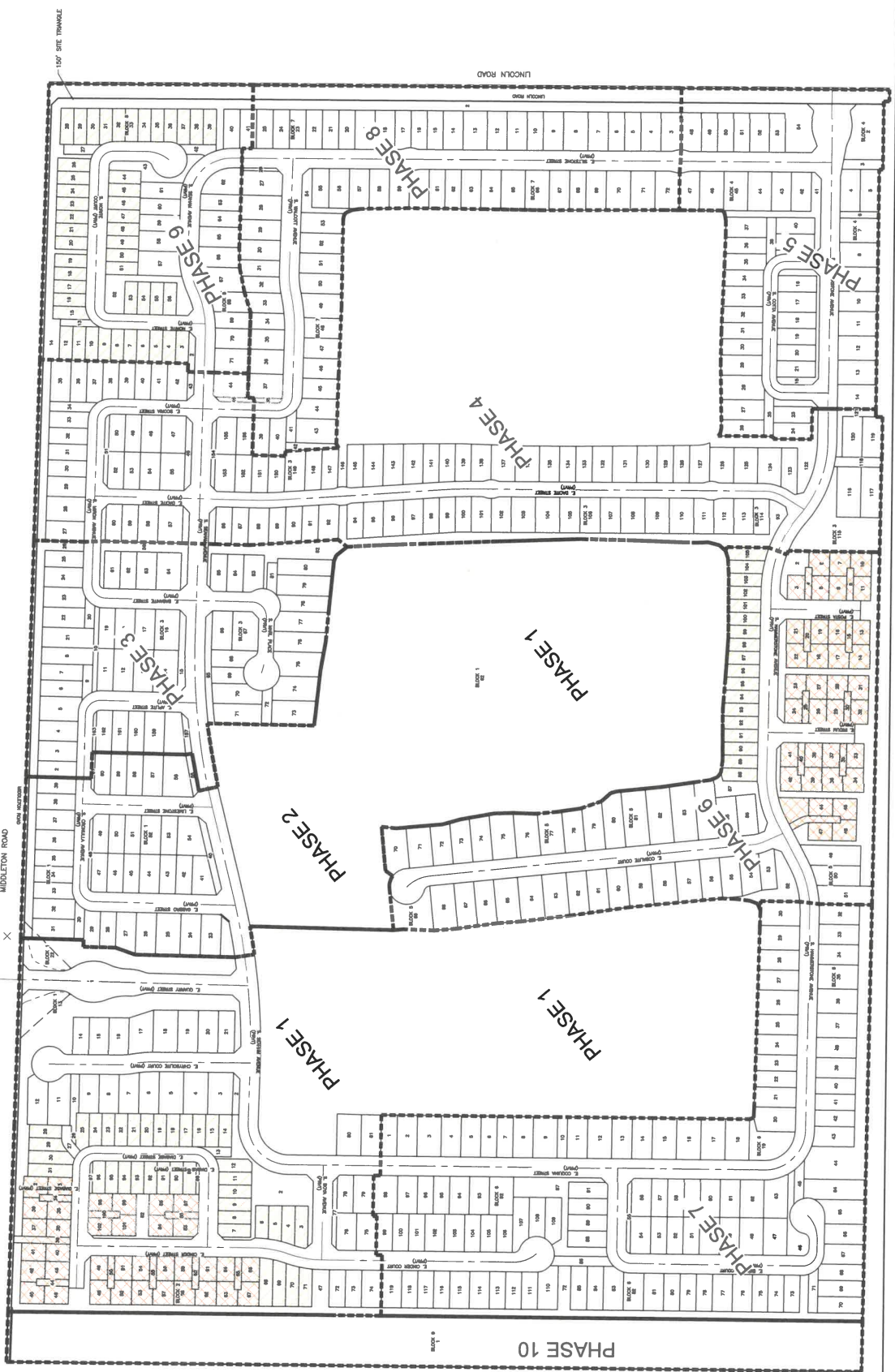
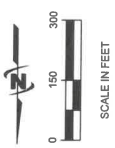
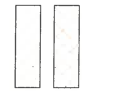


NO.	DESCRIPTION	BY	DATE
1	CITY COMMENTS		
2	REVISIONS		

QUARRY EAST SUBDIVISION
MIDDLETON, IDAHO
PRELIMINARY PLAT
LOT TYPE BREAKDOWN

FILE NO: 2024-07-PLAT
 DRAWN BY: JESSICA
 CHECKED BY: JESSICA
 DATE: 12/22/24
 AT FULL SIZE: 8 NOT ONE
 LAST UPDATED: 20240222
 SHEET NUMBER:
PP-14

SINGLE FAMILY LOTS 466 LOTS
 DUPLEX LOTS 102 LOTS
 CLUSTER LOTS 72 LOTS
 TOTAL RES. LOTS 640 LOTS





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

March 5, 2021

Becky Crofts
City of Middleton
1103 W. Main Street
Middleton, Idaho, 83644

RE: THE QUARRY SUBDIVISION –PRELIMINARY PLAT, ANNEXATION AND ZONING, SPECIAL USE PERMIT, COMPREHENSIVE PLAN MAP AMENDMENT, DEVELOPMENT AGREEMENT

Dear Ms. Crofts:

On behalf of our client, M3 Companies, please accept this request for the preliminary plat, annexation and zoning, special use permit, comprehensive plan map amendment, and development agreement for the Quarry Subdivision. The proposed development is located at the northwest corner of Lincoln and Middleton Roads. An application is also being made to annex the subject property into the City of Middleton and receive Mixed-Use (MU) zoning. The proposed preliminary plat includes 236.55 acres (Red boundary below); the proposed annexation, zoning, and development agreement includes 346 acres (Blue area below). The property not included in this first preliminary plat will be the subject of a future preliminary plat.



Design Concept

The Quarry Subdivision has been planned as an upscale, gated community with resort amenities and layout targeted towards active seniors who are 55+. The development will be highly amenitized with a clubhouse and gym, pickleball courts, and a beach front parks with docks. 62 acres of the Quarry preliminary plat is made up of lakes; two of the 3 lakes located within the preliminary plat boundary are planned to be combined to create a large, centralized lake that will feature kayaking, paddle boarding, and beach amenities. Many of the proposed home sites will feature lake frontage, private docks, beaches, and views.

Planning for the club at the Quarry is ongoing as of the time of submittal. It is anticipated that at the time of our first planning and zoning hearing we will have both a site plan and renderings of the club. We anticipate a building that is over 4,000 square feet and amenities that will competitive with any of the nicest communities in all of the Treasure Valley. No community in the Treasure Valley will have the type of access to water as The Quarry. Paddle boarding, kayaking, and beach front recreation will make the Quarry a unique destination in all of the western states. This level of amenity is a perfect setting for residents who want an active lifestyle in retirement.

It is anticipated that many of the residents in the Quarry will own their residences as second homes or own second homes elsewhere. Some lots types in the Quarry have been designed to allow for minimal maintenance for property owners who will be 55+ years old. Home sites have been designed for upscale homes with relatively large footprints and minimal yards to reduce maintenance and upkeep for active seniors. This buyer demographic is typically more interested in shared amenities that will be maintained by a large homeowners association rather than in maintaining their own large residential lots. Active adult communities are extremely popular across the United States and the Treasure Valley is in the midst of a surge in growth in this particular demographic. The Quarry property is perfectly suited to serve those buyers. We have requested private streets through our development agreement which would allow for modifications to code and flexibility in design along with gated entries . It is important to have some flexibility in the City code and design of the community to properly tailor the community to the needs of future residents. The homes would all pay the same property tax as other residents in the City of Middleton, however, Middleton would not have the same responsibility to maintain those roads creating a windfall for the city.

Home sites will include predominantly traditional single-family residences along with two different design concepts for smaller homes (these are discussed in greater detail below). Home sites within the preliminary plat will have access to beach amenities, walking paths, and the Quarry's resort-style clubhouse. Since the project is large and will be built over many years, buyer tastes may shift and having design flexibility within the development agreement is important.



Conceptual Entry Rendering

Preliminary Plat

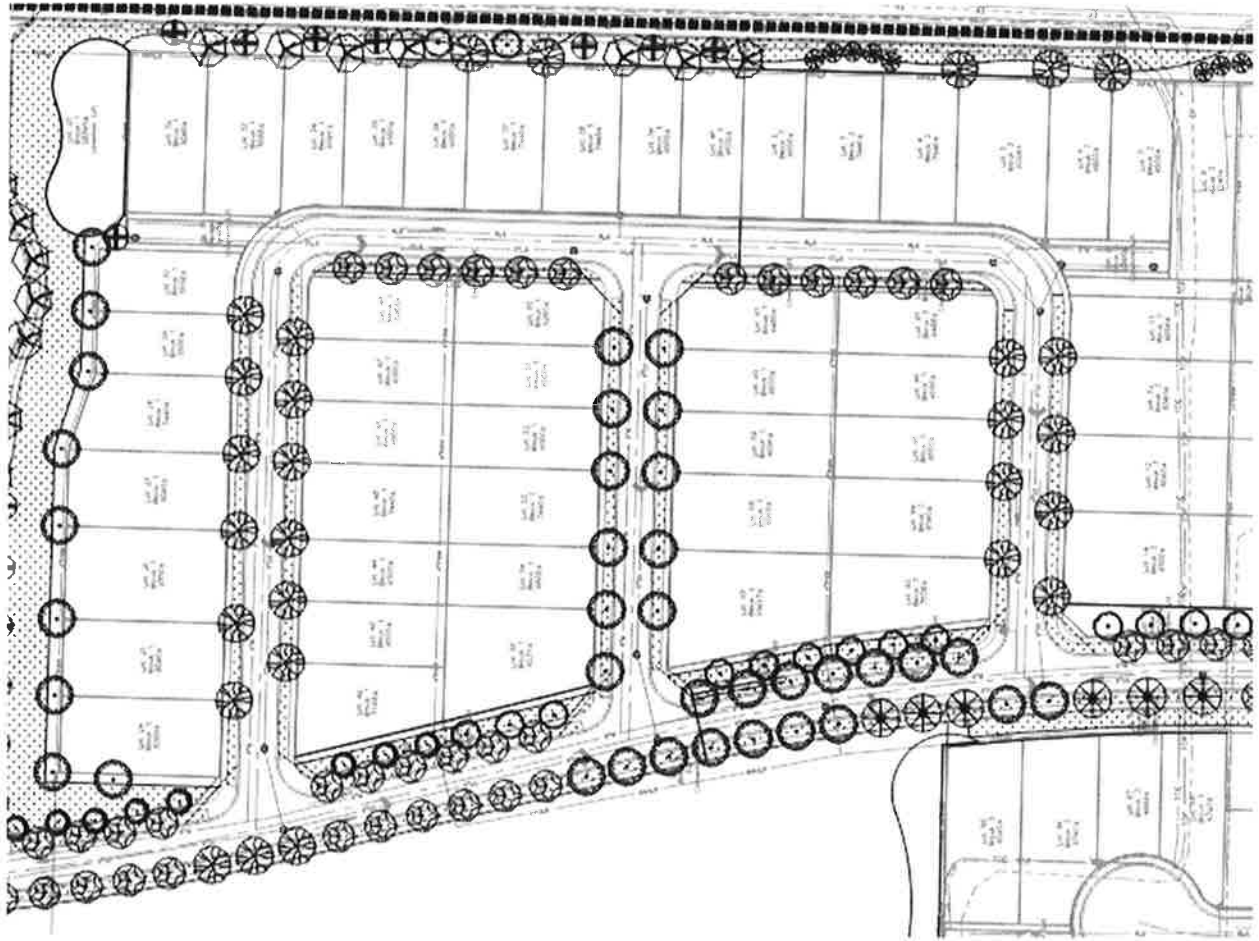
The Preliminary Plat for the Quarry Subdivision consists of 236.55 acres, includes 639 residential lots, 57 common lots, 39 common driveway lots, one commercial lot, and seven private road lots. 62.62 acres of the proposed subdivision consists of common lake areas plus an additional 29.56 acres of other common areas making up 38.9% of the platted area. Without including lakes, the Quarry will still have over 12% open space. While some of the lots are relatively small based on the needs and demographics of future buyers, the overall residential density for the Quarry Subdivision is just 2.72 dwelling units per acre.

Access to the proposed subdivision will be provided off of Middleton Road and Lincoln Road. All proposed roads within the Quarry Subdivision will be private and the entrances for the subdivision will be gated. The developer has met with the Caldwell Rural Fire District to discuss the proposed layout and street configurations. The proposed accesses, emergency access connections, layout, street sections, and "cluster" lots meet Caldwell Rural Fire District standards.

A Traffic Impact Study has been commissioned to evaluate traffic impacts of the proposed subdivision; the developers of the Quarry intend to work with the City of Middleton to ensure that all traffic impacts are addressed satisfactorily.

Product Types

Single Family Standard Lots – Traditional single family lots in the Quarry subdivision range from 6,000 SF to 11,000 square feet with typical lot frontages of either 50', 62', or 70-80'. These lot sizes make up the majority of the subdivision and are comparable to what is seen in most suburban subdivisions. An example of this product is shown below. You can see that the lot sizes have been mixed so there is significantly less uniformity in housing product and a much more diverse and desirable street scene.



Below are photos from a project our company is developing in the City of Star. The community is called Riverstone (www.riverstoneidaho.com) and is also a gated community with diverse housing options. Riverstone includes estate lots with \$1-2 Million homes, mid sized lots, which is what is described above, and also includes cluster product and eventually will also include even denser housing types. All of these lot and home styles can co-exist in a well planned community and all have their place for home buyers with different needs and expectations.



Typical home on 50' wide lot



Typical home on 50' wide lot



Typical home on 50' wide lot



Typical home on 62' wide lot



Typical home on 75' wide lot



Typical home on 75' wide lot

Single Family Attached Lots – The Quarry Subdivision includes lots that are 40' wide and designed as attached duplex product. Each unit would be individually platted, which makes it a single family home with a shared wall. In a 55+ targeted community this housing product works well for empty nesters who seek a low maintenance lifestyle and who are likely quite a bit older than 55 years old or possibly spend a significant amount of time, such as entire seasons, living elsewhere. Below is an image of an area in the Quarry Subdivision that is proposed for Single Family Attached product (yellow outline).



It is important to note that just because the product is small does not mean that we would accept any lesser quality standards than the rest of the community. Below are some photos of some nicely done Single Family Attached products:





Single Family Cluster – This housing product is a detached single family home built off of a shared driveway. All of the garages face the shared driveway and it allows for a very nice looking street scene without garages, which allows for superior architectural detailing. This housing product would be designed with a buyer similar to the Single Family Attached product in mind with generally smaller square footages than traditional single family lots. This product can easily be built with full yard maintenance included, which could be desirable for some home buyers.

While the lots are smaller at around 4,000-5,000 square feet, the product is still high quality. For example, in Riverstone, on one side of a lake we have \$1M+ custom homes and on the other side of the same lake we are in the process of developing a similar Single Family Cluster product. Both products will be very nicely done, but the smaller product is what some buyers would prefer for their stage in life.

Above is an image of how the Single Family Cluster lots would be laid out using a shared drive and integrated into the community (orange outline). At Riverstone, the homes are not yet under construction or we would share those examples, but below are photos of a similar cluster style:







Neighborhood Meeting

A Neighborhood Meeting was held in accordance with City of Middleton standards on July 13, 2020. Numerous revisions were made to the project based on feedback from city staff prior to finalizing the application. A second Neighborhood Meeting will be held on March 18, 2021. Neighbors were given the opportunity to view the proposed Preliminary Plat and ask questions regarding the proposed development. Neighbors were generally in favor of seeing residential development in this location. A sign-in sheet and minutes are attached as a part of this application.

Annexation and Zoning

At the suggestion of city staff, MU (Mixed Use) zoning is being requested to allow for the flexibility we desire in the design of the Quarry Subdivision. With the exception of a future phase in the northern portion of the subdivision that will include storage facilities for residents of The Quarry and the public, all uses are planned to be residential. The storage also serves as a buffer from the adjacent industrial property. A request is being made to annex a total of 346 acres into the City of Middleton with MU zoning.

The annexation request includes 109 acres that will make up a future phase of the Quarry; this property has not been included in the Preliminary Plat.

Comprehensive Plan Map Amendment

A Comprehensive Plan Map Amendment is proposed to change the Middleton Comprehensive Plan Map designation for the subject property to Mixed Use. A Mixed-Use Comprehensive Plan designation is being requested to allow for a variety of housing types and densities to be constructed in The Quarry Subdivision.

Applicable Comprehensive Plan Policies

The Quarry Subdivision is supported by several important City of Middleton Comprehensive Plan policies. Following is a summary of these applicable Comprehensive Plan policies:

Housing - Goal 11: Allow dwelling types that match residents' lifestyles.

The Quarry Subdivision will support Middleton's Comprehensive Plan Housing goals by providing a variety of housing types to meet the needs of Middleton residents. The Quarry will feature a variety of lot sizes and housing types; housing types are geared towards active seniors looking for upscale housing and amenities with minimal property upkeep and maintenance. The mix of lot sizes will allow residents of Middleton to age in place inside of the Quarry. This type of housing targeted towards active seniors is underrepresented in Middleton.

Population – Goal 14: Preserve a high quality of life and livability in Middleton

The Quarry Subdivision will support Middleton's Comprehensive Plan Population Goal of preserving a high quality of life and livability in Middleton by providing resort-style amenities and high quality housing.

Community Design- Goal 20: Preserve and enhance the unique small-town character of Middleton.

The Quarry Subdivision has been designed around creating a sense of community for residents of the Quarry. Open Space and recreational areas have been created to foster a sense of community and connection for Quarry residents, through this establishment of community and connection, the Quarry is truly serving to preserve and enhance the unique small-town character of Middleton. Retirees notoriously have higher discretionary income than young families and will be great patrons of restaurants, small business, and shopping in Middleton.

Goal 22: Establish interesting gathering places that encourage walkability and promote good health and positive social interaction

The Quarry's network of active recreational areas and amenities have been designed to encourage walkability and promote good health and positive social interaction.

Development Agreement and Special Use Permit

A Development Agreement and a Special Use Permit will be included to address the layout and design of The Quarry Subdivision. While Middleton's Mixed Use zoning designation provides some flexibility for design, our goal of designing a world-class, Active Senior community centered around recreational amenities necessitated our team putting together a set of design standards for the development of the Quarry. These standards modify code to allow for those unique characteristics. These design standards will create the template for all future development in the Quarry beyond the first subdivision and these standards will be integral to ensuring that all future development meets our vision for the Quarry.

While a copy of the proposed Development Agreement for the Quarry is included as a part of this application, following is a summary of the code provisions proposed through the Development Agreement and Special Use Permit:

Roadways

Alternate road standards have been requested through the Quarry DA. A slightly reduced right-of-way width of 47' for local roadways has also been requested through the Development Agreement which will serve to make streets more pedestrian friendly and reduce maintenance cost. All street sections meet international fire code standards and are consistent with jurisdictional standards across the treasure valley. Details on proposed road sections are included in the Development Agreement. Private roads have been used successfully by the developer in several other communities throughout the Treasure Valley. Private roads are allowed and enable a community to be gated; these types of gated communities are considered to be highly desirable in upscale communities marketed towards active older adults.

Private roads will be policed by City of Middleton Police Department; the Developer of The Quarry will coordinate with the Middleton Police Department and the Middleton Postmaster to ensure accessibility to the subdivision. Gated communities, while not the norm, do exist across the Treasure Valley and are able to be served with all of the same services as non-gated communities. The developer of The Quarry has recently constructed a similar subdivision with a private road network in Star, Idaho. Close coordination with police, emergency services and the local Postmaster has been a critical part of successfully implementing private roadways and gates and no issues have come up in that community.

Private roadways will be maintained by The Quarry Homeowner's Association through the assessment of maintenance fees by the HOA. The developer of the Quarry is currently implementing a similar system for the maintenance of a private roadways at Riverstone in Star, Idaho. Annual budget reviews are conducted and a reserve study is conducted to make sure that adequate reserves are planned for in the annual assessments.

All roadways will include Public Utility Easements to allow Middleton to access utilities for maintenance and repair. The Developer of the Quarry will coordinate with Middleton Public Works to ensure accessibility to all roadways and City of Middleton utilities within The Quarry subdivision.

Landscape Buffers

Landscape buffers along Middleton Road and Lincoln Road are both at least 25' feet in width; these landscape buffers meet or exceed City of Middleton standards. Frontage and internal landscaping far exceeds open space standards in Middleton's code. As described in detail above, that is by design to provide more community open space for residents who prefer to spend less time maintaining their own landscaping. Alternate provisions regarding landscape buffers or open space requirements are not proposed in the Development Agreement.

A 15' landscape buffer is proposed between the northern boundary of the residential lots in the Quarry Subdivision and the proposed ministorage facility at the northern edge of the Quarry; this landscape buffer meets City of Middleton standards.

Proposed Ministorage Facility

A ministorage facility is being proposed for the Quarry Subdivision. The storage facility will be marketed towards the residents of the Quarry Subdivision to allow for residents to store recreational equipment and vehicles offsite. The proposed ministorage is especially geared towards residents who live in the cluster and townhome lots who require extra storage for vehicles and recreational equipment such as boats and paddleboards. The demographic of the community tends to align with those purchasing things like recreational vehicles and having adjacent storage will be a benefit, particularly when community guidelines will prohibit storage of such vehicles on lots, in driveways, or on the streets.

Subdivision Design Elements

Exhibit C of the proposed Development Agreement identifies several design elements where alternative design standards are being proposed. Many of these design elements are being requested due to the unique design and the variety of lot types that will be constructed in The Quarry Subdivision. Also, due to the fact that there are 6 existing lakes on the site, we are constrained to long double loaded streets between some of the lakes. The existing condition of the site represents a hardship with certain parts of code such as block length and cul de sac length. Additional design elements addressed through the Development Agreement include driveways, streetlights, and tree planting. The modifications in the Development Agreement show on one side of the table the existing code provisions and on the other side of the table, modified code standards for these design elements.

Setbacks and Lot Sizes

Reduced setbacks and lot sizes are being requested to allow for the Quarry to be constructed with a variety of housing types and lot sizes. The proposed setbacks are currently being implemented by the developer in a development in Star, Idaho. Reduced setbacks are necessary for the construction of cluster lots with shared common drives and townhomes.

Residential Setbacks		
Less than 5,000 SF, Multi-Family, or Attached		
	Front	N/A
	Rear	N/A
	Side	N/A
	Street Side	N/A
Cluster Lot Setback (4 lot cluster on shared driveway)		
	Front (to street)	10 feet

	Rear	10 feet
	Side (interior)	5 feet
	To Common Drive	3 feet
5,000 SF - 12,000 SF		
	Front	10 feet to living or side load garage, 20 feet to garage door
	Rear	20 feet
	Side	5 feet
	Street Side	12 feet
Greater than 12,000 SF		
	Front	15 feet to living or side load garage, 25 feet to garage door
	Rear	30 feet
	Side	5 feet single story/ 7.5 feet if 2 story element is more than 50% of side
	Street Side	15 feet

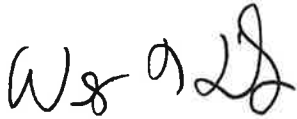
Positive Middleton Impacts

The residents of The Quarry will bring a number of positive impacts to the City of Middleton. Residents of The Quarry will consist of well-heeled, active seniors with ample disposable incomes to spend in the Middleton community. Most of all, the Quarry will bring residents to Middleton who are purchasing homes because they want to live in a first-class, Active Senior community. It is also anticipated that the part-time nature of many of the second-home owners in the Quarry will result in a decrease in the traffic impacts for the development. This demographic tend to shop and dine out more frequently which will positively impact Middleton. With smaller footprints but higher values, this community will product much higher property tax revenues for the City of Middleton than traditional subdivisions and also have less cost for the city based on private streets. We believe that the Quarry will absolutely provide positive impacts to the community of Middleton through the “purchasing power” of future residents and through the addition of a highly desirable development to the community of Middleton.

There are also discussions about Middleton creating an urban renewal district that includes this project. This project would fund millions of dollars into that district over the life of the project which can be used for important regional utility improvements, road improvements, amenities, and other important features.

The enclosed applications have been submitted in accordance with the requirements of the City of Middleton and will comply with all applicable local, state and federal requirements. The development has been designed in accordance with the City of Middleton's Code and Comprehensive Plan. Please contact me at 376-7330 if you have any questions regarding this application.

Sincerely,
J-U-B ENGINEERS, Inc.

A handwritten signature in black ink, appearing to read 'Wg Shrief', written in a cursive style.

Wendy Shrief, AICP



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

March 6, 2021

RE: NEIGHBORHOOD MEETING for a Proposed Residential Subdivision on Thursday, March 18th, 2021

Dear Property Owner:

You are invited to attend a Neighborhood Meeting for a residential development called The Quarry Subdivision:

- **Thursday, March 18 at 6:00 p.m.**
- Meeting will be located at the subject property on Middleton Road across from the Idaho Materials and Construction yard access (see attached map for meeting location)

The proposed Preliminary Plat is located at the NW corner of Middleton Road and Lincoln Road in Middleton. The subject property and Neighborhood Meeting location are shown on the attached vicinity map. A request is also being made to annex the approximately 346 acre property that includes the proposed Preliminary Plat and a future development area into the City of Middleton; MU zoning is being requested for the property. Applications for a Development Agreement, a Special Use Permit, and a Comprehensive Plan Map Amendment will also be submitted for the Quarry Subdivision along with the Preliminary Plat and Annexation and Zoning request. A small commercial area will be included in a future Preliminary Plat. The Preliminary Plat will consist of approximately 743 lots including 639 residential lots, 57 common lots, 39 shared driveway lots, 1 commercial lot, and 7 private road lots.

Should you have any questions prior to the meeting or cannot attend, please do not hesitate to contact me at wshrief@jub.com and 208-376-7330.

Sincerely,
J-U-B ENGINEERS, Inc.

Wendy Shrief, AICP
Planner

SIGN-IN SHEET

Project Name: Quarry M3

	Name	Address	Phone
1	Danell Fieldstad	1315 NKCID rd	801-580-6298
2	Bunny Sundin	21220 Wells Rd	208-965-0678
3	Stan Meholchick	21500 Wells Rd.	208-454-1172
4	Jenny Howell	1703 NKCID Rd	208-371-4404
5	Matthew McEvoy	1703 N KCID Rd	208-461-8551
6	Julie Hochhalter	1702 N. KCID rd	208-40-8550
7	Parla McEvoy	1703 N. KCID Rd	208-40455-7540
8	Justin + Dianna Juarez	0 Lincoln Rd	208-484-1182
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

July 2, 2020

RE: NEIGHBORHOOD MEETING for a Proposed Residential Subdivision on Monday, July 13

Dear Property Owner:

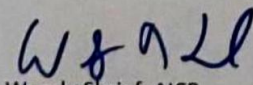
You are invited to attend a Neighborhood Meeting for a residential development called The Quarry Subdivision:

- **Monday July 13th at 6:00 p.m.**
- Meeting will be located at the subject property on Middleton Road across from the Idaho Materials and Construction yard access (see attached map for meeting location)

The proposed Preliminary Plat is located at the NW corner of Middleton Road and Lincoln Road in Middleton. The subject property and Neighborhood Meeting location are shown on the attached vicinity map. A request is also being made to annex the approximately 346 acre property that includes the proposed Preliminary Plat and a future development area into the City of Middleton; MU zoning is being requested for the property and a Comprehensive Plan Map Amendment will be requested for a Mixed-Use Comprehensive Plan designation. A small commercial area will be included in a future Preliminary Plat. The Preliminary Plat will consist of approximately 815 residential lots.

Should you have any questions prior to the meeting or cannot attend, please do not hesitate to contact me at wshrief@jub.com and 208-376-7330 or Andrew Newell at anewell@jub.com.

Sincerely,
J-U-B ENGINEERS, Inc.


Wendy Shrief, AICP
Planner

NEIGHBORHOOD MEETING FORM

The Quarry Subdivision

July 13th, 2020

Start Time of Neighborhood Meeting: 6:00 p.m.

End Time of Neighborhood Meeting: 7:00 p.m.

Those in attendance please print your name and address. If no one attended, applicant please write across this form "No One Attended".

	<u>PRINTED NAME</u>	<u>ADDRESS, CITY, STATE, ZIP</u>
1.	Adam Rosenkrantz	20966 Wells Rd Caldwell
2.	Jenny Howell	1703 N KCID Rd Caldwell
3.	Miki Hochstater	1702 N. KCF Rd Caldwell
4.	Steven Anciros	1221 N KCID Rd Caldwell
5.	Jennifer Smith	1323 N. KCID Rd Caldwell
6.	Paula McEvoy	1703 N. KCID Rd Caldwell
7.	Matthew McEvoy	1703 N. KCID Rd Caldwell
8.	Connor Rosenkrantz	20966 Wells Rd Caldwell
9.	Jay Kute	2111 N KCID Rd
10.	Wayne Budge	9107 Lincoln Road Caldwell
11.	Miki Wood	1417 N. KCID Rd. Caldwell 83605
12.	Sarah Charlson	1703 N. Kcid Rd. Caldwell, 1083605
13.	Joseph Berchard	11794 Lincoln Rd, Caldwell ID 83605
14.	Von Sandquist	21220 Wells Rd.
15.	EMMY Sandquist	21220 Wells Road
16.	Janie Miller	21500 Wells Rd
17.	John Sandquist	
18.		
19.		

MEHOLCHICK STANLEY P
21500 WELLS RD
CALDWELL ID 83605

PREMIER INDUSTRIAL LLC
11220 BASS LN
CALDWELL ID 83605

IDAHO POWER COMPANY
1221 W IDAHO ST
BOISE ID 83712

OLDCASTLE MMG INC
2350 S 1900 W STE 100
OGDEN UT 84401-3481

OLDCASTLE MMG INC
2350 S 1900 W STE 100
OGDEN UT 84401-3481

ASUMENDI HOLDING LLC
5925 W FRANKLIN
MERIDIAN ID 83642

WOODLAND PROPERTIES L P
444 W KARCHER RD
NAMPA ID 83687

CASTRO FAMILY TRUST
2251 HAWKS VIEW LN
EAGLE ID 83616

GROUNDSWELL INVESTMENTS LLC
7 BODEGA BAY
CORONA DEL MAR CA 92625

MEHOLCHICK STANLEY P
21500 WELLS RD
CALDWELL ID 83605

GALVIN MARTIN C
PO BOX 115
MIDDLETON ID 83644

IDAHO POWER COMPANY
1221 W IDAHO ST
BOISE ID 83702

OLDCASTLE MMG INC
2350 S 1900 W STE 100
OGDEN UT 84401-3481

SINGH PARMINDER
20898 MIDDLETON RD
CALDWELL ID 83605

BAR O BAR LLC
9107 LINCOLN RD
CALDWELL ID 83605

PREMIER INDUSTRIAL LLC
11220 BASS LN
CALDWELL ID 83605

FM PRODUCTS INC
11969 W TIOGA ST
BOISE ID 83709

WOOD FAMILY TRUST
11896 LINCOLN RD
CALDWELL ID 83605

WOODLAND PROPERTIES L P
444 W KARCHER RD
NAMPA ID 83687

OLDCASTLE MMG INC@@ \$
2350 S 1900 W STE 100
OGDEN UT 84401-3481

MAVEY DON L
1656 HWY 19
HOMEDALE ID 83628

OLDCASTLE MMG INC
2350 S 1900 W STE 100
OGDEN UT 84401-3481

TLM MIDDLETON LLC
3602 E MARDIA ST
MERIDIAN ID 83642

WOODLAND PROPERTIES L P
444 W KARCHER RD
NAMPA ID 83687

MIDDLETON SELF STORAGE LLC
PO BOX 1753
EAGLE ID 83616

KINGS LANDING LLC
5712 N HIGH COUNTRY
STAR ID 83669

November 3, 2020

City of Middleton

1103 West Main Street

Middleton, ID 83644

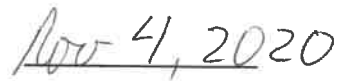
RE: Quarry Subdivision Preliminary Plat and Annexation Applications

I, Randy Wood, of Woodland Properties, LP, 444 W. Karcher Road Nampa, Idaho 83687, affirm the following:

I am the record owner of the property described in the attached "Exhibit A."

I grant permission to JUB Engineers, Inc. to submit an application, on behalf of M3 ID Woodland, LLC, pertaining to the above-mentioned property.


Randy Wood


Date



TitleOne

TitleOne
a title & escrow co.

SCHEDULE A

1. Effective Date: April 2, 2020 at 07:30 AM

2. Policy or Policies to be issued:

Preliminary Research Report

For the Benefit of:

M3 ID Woodland, LLC, an Arizona limited liability company

3. The estate or interest in the land described or referred to in this Report and covered herein is:

Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

The Estate of Joe Donald Martin, a.k.a. Joe D. Martin, a.k.a. Joe Martin, deceased, Ethel I. Martin, a widow, and Beverly J. Martin, a single woman, as to Parcel I;

Nampa Paving & Asphalt Co., an Idaho corporation, as to Parcels II, III, IV, and V.

5. The land referred to in this Report is described as follows:

See Attached Schedule C

DISCLAIMER

The information provided in this report is for informational purposes only. This report contains information about real property and interests in real property. This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder and the company is not responsible beyond the amount paid for any errors and omissions contained herein. This report in no way creates any obligation by TitleOne or its underwriters to insure any party now or in the future. Any insurance will be separate from this report and subject to usual and customary underwriting standards.

SCHEDULE B-I
Requirements

The following are to be complied with:

1. TitleOne reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.

2. NOTE: According to the available records, the purported address of said land is:

NNA KCID Road
Caldwell, Idaho 83605
(As to Parcel I)

NNA Ward Road
Caldwell, Idaho 83605
(As to Parcel II)

NNA Lincoln Road
Caldwell, Idaho 83605
(As to Parcel III)

NNA Wells Road
Caldwell, Idaho 83605
(As to Parcel IV)

21500 Middleton Road
Caldwell, Idaho 83605
(As to Parcel V)

11436 Lincoln Road
Caldwell, Idaho 83605
(As to Parcel V)

3. NOTE: Additional Underlying Documents.

[To view the ASSESSOR'S PARCEL MAP\(s\) click here.](#)

[To view the VESTING DEED\(s\) for Parcel I click here.](#)

[To view the VESTING DEED\(s\) for Parcel II click here.](#)

[To view the VESTING DEED\(s\) for Parcel III click here.](#)

[To view the VESTING DEED\(s\) for Parcel IV click here.](#)

[To view the VESTING DEED\(s\) for Parcel V click here.](#)

SCHEDULE B-II
Exceptions From Coverage

Note: This is a Preliminary Research Report and not a title insurance policy. If it were a policy, it would have the following Exceptions unless they are taken care of to our satisfaction. If the Company's requirements are satisfied, Exceptions 1 through 7 would be removed on Enhanced/Extended coverage policies.

Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.

Taxes for the year 2019 are paid in full.

Parcel Number: R340810100 0
Original Amount: \$706.36
(Affects Parcel I)

Taxes for the year 2019 are paid in full.

Parcel Number: R34081000 0
Original Amount: \$231.84
(Affects Parcel II)

Taxes for the year 2019 are paid in full.

Parcel Number: R34080010 0
Original Amount: \$1,870.56
(Affects Parcel III)

Taxes for the year 2019 are paid in full.

Parcel Number: R34078010 0
Original Amount: \$5,577.70
(Affects Parcel IV)

Taxes for the year 2019 are paid in full.

Parcel Number: R34076000 0
Original Amount: \$6,226.24
(Affects Parcel V)

File Number: 20362820

Taxes for the year 2019 are paid in full.

Parcel Number: R34077000 0

Original Amount: \$7,273.00

(Affects Parcel V)

[NOTE: To view ALL 2019 Taxes click here.](#)

9. The land described herein is located within the boundaries of Mason Creek Ditch Company and is subject to any assessments levied thereby.

(Affects All Parcels)

10. The land described herein is located within the boundaries of Franklin Ditch Company and is subject to any assessments levied thereby.

(Affects All Parcels)

11. Right-of-way for KCID Road.

(Affects Parcels I, II and III)

12. Right-of-way for Wells Road.

(Affects Parcels I, II, III and IV)

13. Right-of-way for Lincoln Road.

(Affects Parcels III, IV and V)

14. Right-of-way for Irrigation Lateral and the rights of access thereto for maintenance of said lateral.

(Affects Parcels I, II and III)

15. Right-of-way for Mason Slough and the rights of access thereto for maintenance of said slough.

(Affects Parcel V)

16. The following reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded November 21, 1877 in Book 1 of Patents, at Page 9, records of Canyon County, Idaho.

(Affects the NE1/4 of Parcel V)

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law."

[NOTE: To view said document\(s\) click here.](#)

17. The following reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 14, 1882 in Book 1 of Patents, at Page 45.

(Affects Parcels I and II)

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law."

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

18. The following reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded January 18, 1886 in Book 1 of Patents, at Page 388.
(Affects the SE1/4 of Parcel V)

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law."

[NOTE: To view said document\(s\) click here.](#)

19. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded October 19, 1905 in Book 2 of Patents, at Page 76, Canyon County, Idaho.
(Affects Parcel III)

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law."

[NOTE: To view said document\(s\) click here.](#)

20. An easement for the purpose shown below and rights incidental thereto as set forth in a Power Line Easement.
Granted to: Idaho Power Company
Purpose: right to construct, operate, maintain, reconstruct and remove electric transmission, distribution and telephone circuits
Recorded: September 20, 1937
Instrument No.: 228752
Book 15 of Miscellaneous Records at Page 428 and 429, records of Canyon County, Idaho.
(Affects SW 1/4 SE 1/4 of Parcel V)

[NOTE: To view said document\(s\) click here.](#)

21. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company
Purpose: right to construct, operate, maintain, reconstruct and remove electric transmission, distribution and telephone circuits
Recorded: September 20, 1937
Instrument No.: 228753
Book 15 of Miscellaneous Records at Page 429 and 430, records of Canyon County, Idaho.
(Affects Parcel III)

[NOTE: To view said document\(s\) click here.](#)

22. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company
Purpose: right to construct, operate, maintain, reconstruct and remove electric transmission, distribution and telephone circuits
Recorded: September 20, 1937
Instrument No.: 228754
Book 15 of Miscellaneous Records at Page 430, records of Canyon County, Idaho.
(Affects Parcel IV)

[NOTE: To view said document\(s\) click here.](#)

23. Terms and provisions contained in an Ordinance No. 99-001.
Recorded: January 7, 1999
Instrument No.: 9900674, records of Ada County, Idaho.
(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

24. Record of Survey recorded March 17, 1999 as Instrument No. 9910206, records of Canyon County, Idaho.
(Affects Parcel I)

[NOTE: To view said document\(s\) click here.](#)

25. Terms and provisions contained in an Ordinance No. 01-006.
Recorded: July 6, 2001
Instrument No.: 200126818, records of Canyon County, Idaho.
(Affects All Parcels)

[NOTE: To view said document\(s\) click here.](#)

26. Terms and provisions contained in an Ordinance No. 01-007.
Recorded: July 6, 2001
Instrument No.: 200126819, records of Canyon County, Idaho.
(Affects All Parcels)

[NOTE: To view said document\(s\) click here.](#)

27. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company
Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits
Recorded: February 7, 2002
Instrument No.: 200206175, records of Canyon County, Idaho.
(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

28. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company
Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits
Recorded: February 7, 2002
Instrument No.: 200206176, records of Canyon County, Idaho.
(Affects Parcel IV)

[NOTE: To view said document\(s\) click here.](#)

29. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company
Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits
Recorded: February 7, 2002
Instrument No.: 200206177, records of Canyon County, Idaho.
(Affects Parcel III)

[NOTE: To view said document\(s\) click here.](#)

30. Record of Survey recorded March 21, 2002 as Instrument No. 200213082, records of Canyon County, Idaho.
(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

31. Terms and provisions contained in an Idaho Wastewater Treatment Services, Inc. Member Agreement by and between Triple DJ, L.L.C. and Idaho Wastewater Treatment Services, Inc., an Idaho nonprofit corporation.

Recorded: April 16, 2002

Instrument No.: 200217403, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

32. Terms and provisions contained in an Idaho Wastewater Treatment Services, Inc. Member Agreement by and between Triple DJ, L.L.C. and Idaho Wastewater Treatment Services, Inc., an Idaho nonprofit corporation.

Recorded: August 13, 2002

Instrument No.: 200236988, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

33. Terms and provisions contained in an Easement Agreement by and between Triple DJ, LLC and Busy Bee Sand & Gravel, Inc.

Recorded: October 2, 2002

Instrument No.: 200246344, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

34. Terms and provisions contained in an Access Easement Agreement by and between Nampa Paving & Asphalt Co., an Idaho corporation and Triple DJ, L.L.C., an Idaho limited liability company.

Recorded: November 1, 2002

Instrument No.: 200252034, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

35. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.

Granted to: Idaho Power Company

Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits

Recorded: December 6, 2002

Instrument No.: 200257320, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

36. Terms and provisions contained in an Ordinance No. 05-010.

Recorded: April 5, 2005

Instrument No.: 200517849, records of Canyon County, Idaho.

(Affects All Parcels)

[NOTE: To view said document\(s\) click here.](#)

37. An easement for the purpose shown below and rights incidental thereto as set forth in Easement - Organization (Overhead).

Granted to: Idaho Power Company

Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits

Recorded: August 23, 2005

Instrument No.: 200551738, records of Canyon County, Idaho.

(Affects Parcels III, IV and V)

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

38. An easement for the purpose shown below and rights incidental thereto as set forth in Easement - Organization (Overhead).

Granted to: Idaho Power Company

Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits

Recorded: October 16, 2006

Instrument No.: 200682985, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

39. An easement for the purpose shown below and rights incidental thereto as set forth in Easement - Organization.

Granted to: Idaho Power Company

Purpose: installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of overhead electrical transmission, distribution and communication lines and underground electrical power lines

Recorded: May 23, 2011

Instrument No.: 2011020483, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

40. An easement for the purpose shown below and rights incidental thereto as set forth in an Easement - Organization.

Granted to: Idaho Power Company

Purpose: installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of overhead electrical transmission, distribution and communication lines

Recorded: May 15, 2012

Instrument No.: 2012019936, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

41. An unrecorded lease with certain terms, covenants, conditions, options, and provisions set forth therein.

Lessor: Woodland Properties, LP, an Idaho limited partnership

Lessee: AM Idaho, LLC

Disclosed by: Memorandum of Oil, Gas and Mineral Lease

Recorded: June 12, 2015

Instrument No.: 2015-021905, records of Canyon County, Idaho.

(Affects All Parcels)

[NOTE: To view said document\(s\) click here.](#)

Assignment of Overriding Royalty Interest

Assignor: AM Idaho, LLC, Snake River Oil & Gas, LLC and Weiser-Brown Oil Company

Assignee: David Hawk and Spencer Wood

Recorded: June 19, 2015

Instrument No.: 2015-023035, records of Canyon County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

Assignment and Bill of Sale

Assignor: AM Idaho, LLC, a Texas limited liability company

Assignee: David M. Smith, an individual

Recorded: January 27, 2020

Instrument No.: 2020-004486, records of Canyon County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

42. Terms and provisions contained in a Declaration of Road and Utilities Easement and Maintenance Agreement by and between Woodland Properties L.P. and future owners.

Dated: August 31, 2017

Recorded: September 5, 2017

Instrument No.: 2017-038180, records of Canyon County, Idaho.

(Affects Parcels III and IV)

[NOTE: To view said document\(s\) click here.](#)

43. Record of Survey recorded September 21, 2017 as Instrument No. 2017-040914, records of Canyon County, Idaho.

(Affects Parcels III and IV)

[NOTE: To view said document\(s\) click here.](#)

44. Terms and provisions contained in Canyon County Director Decision Administrative Land Division.

Recorded: October 17, 2017

Instrument No.: 2017-045036, records of Canyon County, Idaho.

(Affects Parcels III and IV)

[NOTE: To view said document\(s\) click here.](#)

45. Terms and provisions contained in a Road User and Maintenance Agreement by and between Woodland Properties, LP and Tren Sundquist and Emmaline B. Sundquist, husband and wife.

Recorded: November 8, 2017

Instrument No.: 2017-048886, records of Canyon County, Idaho.

(Affects Parcels III and IV)

[NOTE: To view said document\(s\) click here.](#)

46. Quitclaim Deed

Grantor: Kellee J. Meholchick

Grantee: Stanley P. Meholchick

Dated: June 26, 1995

Instrument No.: 9516488, records of Canyon County, Idaho.

(Affects Parcel V)

Note: The Quitclaim Deed contains an error in the legal Description. The legal description inadvertently included South Half of the Northeast Quarter (S1/2NE1/4) and all of the Southeast Quarter (SE1/4) of Section 18.

[NOTE: To view said document\(s\) click here.](#)

47. A Contract of Sale, providing for the sale of said land.

Dated: April 1, 1999

Vendor: Beverly J. Martin and Don J. Martin, as Co-Personal Representatives of the Estate of Joe Donald Martin, a.k.a. Joe D. Martin, a.k.a. Joe Martin, deceased; Ethel I. Martin, a widow, and Beverly Martin, a single woman

Vendee: Nampa Paving & Asphalt Co.

Recorded: January 31, 2002

Instrument No.: 200205027, records of Canyon County, Idaho.

(Affects Parcel I)

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

48. Quitclaim Deed.

Grantor: Nampa Paving and Asphalt Inc

Grantee: Woodland Properties L.P.

Recorded: January 29, 2004 and February 1, 2006

Instrument No.: 200405219 and 200607099, records of Canyon County, Idaho.

(Affects Parcel I)

Note: The Grantor and Grantee are not correctly stated. The Grantor should read Nampa Paving & Asphalt Co., an Idaho corporation and Grantee should read Woodland Properties Limited Partnership, an Idaho limited partnership.

[NOTE: To view said document\(s\) click here.](#)

49. Quitclaim Deed.

Grantor: Nampa Paving and Asphalt Inc

Grantee: Woodland Properties L.P.

Recorded: November 28, 2003

Instrument No.: 200373457, records of Canyon County, Idaho.

(Affects Parcels II and III)

Note: The Grantor and Grantee are not correctly stated. The Grantor should read Nampa Paving & Asphalt Co., an Idaho corporation and Grantee should read Woodland Properties Limited Partnership, an Idaho limited partnership.

[NOTE: To view said document\(s\) click here.](#)

50. Quitclaim Deed.

Grantor: Nampa Paving and Asphalt Inc

Grantee: Woodland Properties L.P.

Recorded: January 31, 2006

Instrument No.: 200606649, records of Canyon County, Idaho.

(Affects Parcel V)

Note: The Grantor and Grantee are not correctly stated. The Grantor should read Nampa Paving & Asphalt Co., an Idaho corporation and Grantee should read Woodland Properties Limited Partnership, an Idaho limited partnership.

[NOTE: To view said document\(s\) click here.](#)

51. Quitclaim Deed.

Grantor: Nampa Paving and Asphalt Inc

Grantee: Woodland Properties L.P.

Recorded: June, 13, 2006

Instrument No.: 200646066, records of Canyon County, Idaho.

(Affects Parcel IV)

Note: The Grantor and Grantee are not correctly stated. The Grantor should read Nampa Paving & Asphalt Co., an Idaho corporation and Grantee should read Woodland Properties Limited Partnership, an Idaho limited partnership.

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

52. Quitclaim Deed

Grantor: Stanley P. Meholchick, a single man

Grantee: Stanley P. Meholchick and Jeanie L. Meholchick, husband and wife

Dated: February 6, 2014

Instrument No.: 2014-005079, records of Canyon County, Idaho.

(Affects Parcels I and II)

Note: The Quitclaim Deed contains an error in the legal Description. The legal description should read: The Northeast quarter of the Southwest quarter and the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

53. A Deed of Trust (Line of Credit) to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$70,000.00

Trustor/Grantor: Stanley P. Meholchick and Jeanie L. Meholchick, husband and wife

Trustee: Alliance Title & Escrow

Beneficiary: Idaho Central Credit Union

Dated: February 6, 2014

Recorded: February 11, 2014

Instrument No.: 2014-005080, records of Canyon County, Idaho.

(Affects Parcel I)

Note: The Deed of Trust contains an error in the legal Description. The legal description should read: The Northeast quarter of the Southwest quarter and the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

(End of Exceptions)

SCHEDULE C

Legal Description:

Parcel I:

A parcel of land situated in a portion of Government Lot 3, Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, as shown on Record of Survey filed as Instrument No. 9910206, in the offices of the Canyon County Recorder, more particularly described as follows:

Beginning at the West quarter corner of said Section 18, marked by a 5/8-inch iron pin; thence along the North line of said Government Lot 3 (East-West center of section line of said Section 18)
South 89°35'07" East 1275.37 feet to the Northeast corner of said Government Lot 3, marked by a 5/8-inch iron pin; thence along the East line of said Government Lot 3, marked by a 5/8-inch iron pin; thence along the East line of said Government Lot 3
South 0°20'23" West 1129.03 feet to a point, marked by a 5/8-inch iron pin; thence leaving the East line of said Government Lot 3
North 89°48'13" West 1272.54 feet to a point on the West line of said Section 18, marked by an iron pin; thence along the West line of said Section 18
North 0°11'47" East 1133.89 feet to the Pont of Beginning.

Parcel II:

Government Lot 3 in Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

Excepting: Therefrom:

A parcel of land situated in a portion of Government Lot 3, Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, as shown on Record of Survey filed as Instrument No. 9910206, in the offices of the Canyon County Recorder, more particularly described as follows:

Beginning at the West quarter corner of said Section 18, marked by a 5/8-inch iron pin; thence along the North line of said Government Lot 3 (East-West center of section line of said Section 18)
South 89°35'07" East 1275.37 feet to the Northeast corner of said Government Lot 3, marked by a 5/8-inch iron pin; thence along the East line of said Government Lot 3, marked by a 5/8-inch iron pin; thence along the East line of said Government Lot 3
South 0°20'23" West 1129.03 feet to a point, marked by a 5/8-inch iron pin; thence leaving the East line of said Government Lot 3
North 89°48'13" West 1272.54 feet to a point on the West line of said Section 18, marked by an iron pin; thence along the West line of said Section 18
North 0°11'47" East 1133.89 feet to the Pont of Beginning.

Parcel III:

A parcel of land located in Government Lot 4 of Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Beginning at the Southwest corner of said Section 18; thence along the West boundary line of said Government Lot 4
North 00°11'53" East, 1319.33 feet to the Northwest corner of said Government Lot 4; thence along the North boundary line of said Government Lot 4
South 89°39'36" East, 1272.13 feet to the Northeast corner of said Government Lot 4; thence along the East boundary line of said Government Lot 4
South 00°20'25" West, 174.63 feet; thence leaving said East boundary line
North 89°28'27" West, 114.35 feet; thence
South 04°39'29" West, 76.95 feet; thence
South 00°23'27" East, 60.60 feet; thence
South 89°45'12" East, 119.37 feet to a point on the East boundary line of said Government Lot 4; thence along said the East boundary line
South 00°20'25" West, 761.35 feet; thence leaving said the East boundary line
South 80°32'54" West, 87.88 feet; thence
North 27°44'43" West, 74.18 feet; thence
North 79°33'19" West, 112.61 feet; thence

File Number: 20362820

North 74°31'56" West, 276.58 feet; thence
North 00°15'53" East, 46.53 feet; thence
North 83°13'33" West, 387.49 feet; thence
South 00°15'53" West, 478.46 feet to a point on the South boundary line of said Section 18; thence along said South boundary line
North 89°44'07" West, 385.00 feet to the Point of Beginning.

Parcel IV:

A parcel of land located in the Southeast quarter of the Southwest quarter of Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Beginning at the Southwest corner of the Southeast quarter of the Southwest Quarter of said Section 18 from which the Southwest corner of said Section 18 bears North 89°44'07" West, 1268.86 feet; thence along the West boundary line of the Southeast quarter of the Southwest quarter of said Section 18
North 00°20'25" East, 1006.26 feet; thence leaving said West boundary line
South 89°45'12" East, 229.76 feet; thence
North 02°36'11" East, 135.73 feet; thence
North 89°28'27" West, 235.12 feet to a point on the West boundary line of the Southeast quarter of the Southwest quarter of said Section 18; thence along said West boundary line
North 00°20'25" East, 174.63 feet to the Northwest corner of the Southeast quarter of the Southwest quarter of said Section 18; thence along the North boundary line of the Southeast quarter of the Southwest quarter of said Section 18
South 89°39'36" East, 1326.07 feet to the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 18; thence along the East boundary line of the Southeast quarter of the Southwest quarter of said Section 18
South 00°40'46" West, 1315.95 feet to the South quarter of said Section 18; thence along the South boundary line of said Section 18
North 89°44'07" West, 1318.28 feet to the Point of Beginning.

Parcel V:

This parcel is a portion of the South half of the Northeast quarter and the Southeast quarter of Section 18, Township 4 North, Range 2 West of the Boise Meridian and is more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter; thence
North 89°44'26" West along the South boundary of said Southeast quarter a distance of 40.01 feet to a point on the Westerly right-of-way of Middleton Road, said point being the True Point of Beginning; thence continuing
North 89°44'26" West along said South boundary a distance of 2596.56 feet to the Southwest corner of said Southeast quarter; thence
North 00°40'43" East along the West boundary of said Southeast quarter a distance of 2631.35 feet to the Northwest corner of said Southeast quarter; thence
North 00°40'43" East along the West boundary of said South half of the Northeast quarter a distance of 1315.69 feet to the Northwest corner of said South half of the Northeast quarter; thence
South 89°30'36" East along the North boundary of said South half of the Northeast quarter a distance of 2643.31 feet to a point on the Westerly right-of-way of Middleton Road, said point lies North 89°30'36" West a distance of 40.01 feet from the Northeast corner of said South half of the Northeast quarter; thence
South 01°21'36" West along said Westerly right-of-way and parallel with the East boundary of said South half of the Northeast quarter a distance of 1312.25 feet to a point on the South boundary of said South half of the Northeast quarter, said point bears North 89°35'23" West a distance of 40.01 feet from the Southeast corner of said South half of the Northeast quarter; thence continuing
South 01°21'35" West along said Westerly right-of-way and parallel with the East boundary of said Southeast quarter a distance of 2624.77 feet to the True Point of Beginning.

<p>5-4-7.A.3 (Final Plat – Letter of Credit)</p> <p>The City may accept an irrevocable letter of credit, cashier's check or other guarantee in the amount of one hundred fifty percent (150%) of the estimated costs to ensure completion of only landscaping and irrigation system improvements in the event that inclement weather precludes the successful installation of landscaping and irrigation.</p>	<p>The City may accept an irrevocable letter of credit, cashier's check or other guarantee in the amount of one hundred fifty percent (150%) of the estimated costs to ensure completion of only landscaping and irrigation system <u>required</u> improvements in the event that inclement weather precludes the successful installation of landscaping and irrigation. <u>Justification for bonding for landscaping or irrigation or fencing may include inclement weather.</u></p>
<p>5-4-10-2.D.2 (Roads)</p> <p>All other roads in the City are considered local roads and shall have a half road width of twenty five feet (25') and a total right-of-way width of fifty feet (50') or as determined by the City, provided that a ten foot (10') permanent utility easement is given along each side of the right-of-way line. Roads with fifty foot (50') rights-of-way shall have a right-of-way allowance for a minimum of twenty foot (20') curb radii and pedestrian ramps at the intersections.</p>	<p>All other roads in the City are considered local roads and shall have a half road width of twenty five feet (25') and a total right-of-way width of fifty feet (50') <u>forty-seven feet (47')</u> or as determined by the City, provided that a ten foot (10') permanent utility easement is given along each side of the right-of-way line. Roads with fifty foot (50') rights-of-way shall have a right-of-way allowance for a minimum of twenty foot (20') curb radii and pedestrian ramps at the intersections.</p>
<p>5-4-10-2.E (Cul-De-Sac Roads)</p> <p>Cul-de-sac roads shall terminate in a circular turnaround with a right-of-way radius of at least fifty feet (50'). The City may approve an equally convenient form of turning space where extreme conditions justify. The maximum length shall be six hundred feet (600') from the entrance to the center of a turnaround.</p>	<p>Cul-de-sac roads shall terminate in a circular turnaround with a right-of-way radius of at least fifty feet (50'). The City may approve an equally convenient form of turning space where extreme conditions justify. The maximum length shall be be six hundred feet (600') <u>one thousand feet (1,000')</u> from the entrance to the center of a turnaround.</p>
<p>5-4-10-2.H.2 (Road Intersections and Alignments)</p> <p>Where any road deflects at an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector roads and one hundred twenty five feet (125') for local roads.</p>	<p>Where any road deflects at an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector roads and one hundred twenty five feet (125') <u>forty-five feet (45')</u> for local roads.</p>

<p>5-4-10-3.A.1 (Block Lengths and Design)</p> <p>Block lengths shall not exceed one thousand one hundred feet (1,100') as measured along the road centerline from centerline intersection to centerline intersection.</p>	<p>Block lengths shall not exceed one thousand one hundred feet (1,100') <u>one thousand seven hundred feet (1,700')</u> as measured along the road centerline from centerline intersection to centerline intersection.</p>
<p>5-4-10-4.A (Lot Requirements: Lot Design)</p> <p>Lot Design: The lot size, width, depth, shape and orientation and minimum setback lines shall comply with the minimum requirements of the zoning regulations of the City as shown in section 5-4-1, Table 2 of this chapter. Lot lines shall be at right angles from the front, side and back property lines, unless otherwise approved as part of a preliminary plat.</p>	<p>Lot Design: The lot size, width, depth, shape and orientation and minimum setback lines shall comply with the minimum requirements of the zoning regulations of the City as shown in section 5-4-1, Table 2 of this chapter, <u>unless otherwise approved by the City in connection with any preliminary plat, variance request, or in connection with an approved development agreement.</u> Lot lines shall be at right angles from the front, side and back property lines, unless otherwise approved as part of a preliminary plat.</p>
<p>5-4-10-4.C (Lot Requirements: Lot Access)</p> <p>Lot Access: All lots shall front on paved public roads, and no lots shall have direct access to collectors, boulevards, or arterials, unless otherwise approved by the City.</p>	<p>Lot Access: All lots shall front on paved public roads, and n<u>No</u> lots shall have direct access to collectors, boulevards, or arterials, unless otherwise approved by the City.</p>

EXHIBIT F

Street Standards (Modifications from ISPWC)

Original Code	Redline Changes to Code				
Streets	<u>Streets</u>				
3. Widths:	3. <u>Widths</u> :				
A. Rights of Way Widths	A. <u>Rights of Way Widths</u>				
1. All section-line and quarter section-line roads shall be 100 ft (50 ft each side) minimum right of way width.	1. All section-line and quarter section-line roads shall be 100 ft (50 ft each side) minimum right of way width.				
2. Roads listed below shall have the following right-of-way widths:	2. Roads listed below shall have the following right-of-way widths:				
Arterials and Collectors	Half-Road Width	Total Road Width	Arterials and Collectors	Half-Road Width	Total Road Width
Emmett Road	50 feet	100 feet	Emmett Road	50 feet	100 feet
Hartley Lane	50 feet	100 feet	Hartley Lane	50 feet	100 feet
Cemetery Road	50 feet	100 feet	Cemetery Road	50 feet	100 feet
Middleton Road	50 feet	100 feet	Middleton Road	50 feet	100 feet
Duff Lane	50 feet	100 feet	Duff Lane	50 feet	100 feet
Lansing Lane	50 feet	100 feet	Lansing Lane	50 feet	100 feet
Kingsbury Road	50 feet	100 feet	Kingsbury Road	50 feet	100 feet
Blessinger Road	50 feet	100 feet	Blessinger Road	50 feet	100 feet
Can-Ada Road	50 feet	100 feet	Can-Ada Road	50 feet	100 feet
9 th Street	50 feet	100 feet	9 th Street	50 feet	100 feet
Willis Road	50 feet	100 feet	Willis Road	50 feet	100 feet
Meadow Park St.	50 feet	100 feet	Meadow Park Street.	50 feet	100 feet
Purple Sage Road	50 feet	100 feet	Purple Sage Road	50 feet	100 feet
Cornell Street	50 feet	100 feet	Cornell Street	50 feet	100 feet
River Street	50 feet	100 feet	River Street	50 feet	100 feet
Landruff Lane	50 feet	100 feet	Landruff Lane	50 feet	100 feet
Canyon Road	50 feet	100 feet	Canyon Road	50 feet	100 feet
Freezout Road	50 feet	100 feet	Freezout Road	50 feet	100 feet
El Paso Road	50 feet	100 feet	El Paso Road	50 feet	100 feet
Lincoln Road	50 feet	100 feet	<u>Lincoln Road</u>	<u>50 feet</u>	<u>100 feet</u>
Peel Street	50 feet	100 feet	Peel Street	50 feet	100 feet
KCID Road	50 feet	100 feet	<u>KCID Road</u>	<u>50 feet</u>	<u>100 feet</u>
Wood Avenue	50 feet	100 feet	Wood Avenue	50 feet	100 feet
Bass Lane	40 feet	80 feet	Bass Lane	40 feet	80 feet

<p>B.</p> <p>Improved Section: All improved sections classified as local roads shall have widths from back-of-curb to back-of-curb of thirty-eight (38) feet. Developments that submit improved sections different from the standard may be evaluated and approved on a case-by-case basis</p>	<p>B.</p> <p>Improved Section: All improved sections classified as local roads shall have widths from back-of-curb to back-of-curb of <u>thirty-three (33)</u> feet. Developments that submit improved sections different from the standard may be evaluated and approved on a case-by-case basis. <u>Private streets may deviate from this minimum. Reduced street sections must meet minimum dimensions for emergency services. Private streets must meet the minimum street section of 3" of asphalt, 6" of road mix, and 15" of pit run, unless approved by a geotechnical engineer and the city engineer.</u></p>
<p>4. <u>Private Lane</u></p> <p>A. A private lane may be constructed to access up to 3 (3) single-family residences. Private lanes will be reviewed on a Case -by-case basis and specifically approved b y the City. Private lanes will not be allowed to access more than three (3) single-family residences.</p>	<p>4. <u>Private Lane</u></p> <p>A. A private lane may be constructed to access up to <u>six (6)</u> single-family residences. Private lanes will be reviewed on a Case -by-case basis and specifically approved by the City. Private lanes will not be allowed to access more than <u>six (6)</u> single-family residences.</p>
<p>6.</p> <p>D. Valley Gutters: Valley gutters shall be a minimum of 10" thick and 4'-0" wide with #4 rebar longitudinal at 12" on center and #4 rebar on both ends and in the middle. Valley gutter base shall be a minimum of 6" thick of three-quarter inch (3/4") crushed aggregate gravel placed as specified in Section 802 ISPWC.</p>	<p>D. Valley Gutters: Valley gutters shall be a minimum of 10" thick and <u>3'- 0"</u> wide with #4 rebar longitudinal at 12" on center and #4 rebar on both ends and in the middle. Valley gutter base shall be a minimum of 6" thick of three-quarter inch (3/4") crushed aggregate gravel placed as specified in Section 802 ISPWC.</p>
<p>7.</p> <p>D.</p> <p>3. Tree Planting of any type is prohibited within ten feet (10') of any seepage bed or sand filter facility, structure, piping system, fire hydrant or utility box.</p> <p>4. Class I, class II, and class III trees (listed in Appendix A) may be planted a minimum of five (5') away from sidewalk. All other trees not listed shall be planted at least fifteen (15') feet behind the back of the sidewalk.</p>	<p>7.</p> <p>D.</p> <p>3. Tree Planting of any type is prohibited within ten feet (10') of any seepage bed or sand filter facility, structure, piping system, fire hydrant or utility box.</p> <p><u>4. Class I, Class II, and Class III trees in Appendix B may be planted a minimum of three (3') away from sidewalk with the installation of root barriers and 4' without root barriers. All other trees not listed shall be planted at least fifteen (15') feet behind the back of the sidewalk.</u></p>

<p>10. <u>Street lights</u> A. Street lights shall be installed at intersections, cul-de-sacs and at a maximum of 400-foot intervals, or as sufficient to support safety for all users, including pedestrians and non-motorized users.</p>	<p>10. <u>Street lights</u> A. Street lights <u>on private streets</u> may be shall be installed at intersections, cul-de-sacs and at a maximum of <u>600-foot</u> intervals, or as sufficient to support safety for all users, including pedestrians and non-motorized users.</p>
<p>11. Street Signs. Post shall be type E-1 as shown in SD-1 130 of the ISPWC with 14-gauge wall thickness. Street signs shall be in conformance with Manual on Uniform Traffic control Devices and shall be a nine-inch (9") blank, six-inch (6") all capital lettering, no border, with retro-reflective, high intensity background, with the street type superscript (upper right). Submit a shop drawing to the City for approval. Speed limit signs shall be installed by the devoper-20 mph for subdivision roads.</p>	<p>11. Street Signs. Post shall be type E-1 as shown in SD-1 130 of the ISPWC with 14-gauge wall thickness. Street signs shall be in conformance with Manual on Uniform Traffic control Devices and shall be a nine-inch (9") blank, six-inch (6") all capital lettering, no border, with retro-reflective, high intensity background, with the street type superscript (upper right). Submit a shop drawing to the City for approval. Speed limit signs shall be installed by the devoper-20 mph for subdivision roads. <u>Alternative pole dimensions are allowed on private streets.</u></p>
<p>15 1. The width of the driveway abutting the public street shall match the width of the garage.</p>	<p>15 1. The width of the driveway abutting the public street shall match the width of the garage. <u>Alternative driveway configurations, including configurations narrower than the garage, are allowed.</u></p>
<p>Access Local Roads 1. Residences having a three (3) car garage shall have a driveway width at least equal to the three (3) car garage that extends from the garage to the abutting public street 2. Driveway spacing near intersections. Driveways on local roads shall be located a minimum of seventy-five (75) feet in width.</p>	<p>Access Local Roads 1. Residences having a three (3) car garage shall have a driveway width at least equal to the three (3) car garage that extends from the garage to the abutting public street. <u>Alternative configurations, including configurations narrower than the garage, are allowed.</u> 2. Driveway spacing near intersections. Driveways on local roads shall be located a minimum of seventy-five (75) feet <u>from centerline of the applicable intersection</u> in <u>width.</u></p>

EXHIBIT G
Conditions of Approval

1. Preliminary plat to be revised to plat all portions of parcel no. R 340770 in order to avoid creation of a non-conforming lot. The applicant may process a boundary line adjustment in connection with the present application process.
2. Developer to choose a new street name for Walcott "Place" in Phase 3.
3. The Loop road in Phase 5 may have only 1 street name rather than the 3 names "Marl", "Cotta" and "Shale" Avenue currently chosen.
4. Developer shall comply with all Caldwell Fire Department comments approved by the City.

Exhibit "A"
The Quarry – Annexation Description
Project No. 10-20-057 August 11, 2021

A tract of land situate in portions of Section 18, Township 4 North, Range 2 West, Boise Meridian, County of Canyon, State of Idaho, and being more particularly described as follows:

Commencing at the northeast corner of said Section 18; thence from said Point of Commencement, South 01°21'46" West, coincident with the east line of said Section 18, a distance of 2,624.60 feet to the east quarter corner of said Section 18; thence continuing South 01°21'46" West, continuing coincident with said east line, a distance of 2,624.60 feet to the southeast corner of said Section 18; thence leaving said east line, North 89°44'28" West, coincident with the south line of said Section 18, a distance of 40.01 feet to the **Point of Beginning** of this description;

thence from said **Point of Beginning**, continuing North 89°44'28" West, continuing coincident with said south line, a distance of 2,596.62 feet to the south quarter corner of said Section 18; thence North 89°44'08" West, continuing coincident with said south line, a distance of 1,318.19 feet to the southeast corner of Government Lot 4 of said Section 18; thence North 00°20'10" East, coincident with the east line of said Government Lot 4, a distance of 245.06 feet to the southeast corner of the tract of land shown as Parcel A on the Record of Survey recorded as Instrument No. 2017-040914, Canyon County Records; thence leaving said east line, coincident with the southerly lines of said Parcel A, the following seven (7) consecutive courses and distances:

1. South 80°30'54" West, a distance of 87.88 feet,
2. North 27°46'43" West, a distance of 74.18 feet,
3. North 79°35'19" West, a distance of 112.61 feet,
4. North 74°33'56" West, a distance of 276.58 feet,
5. North 00°13'53" East, a distance of 46.53 feet,
6. North 83°15'33" West, a distance of 387.49 feet, and
7. South 00°13'53" West, a distance of 478.10 feet to a point on the south line of said Section 18;

thence leaving said southerly lines, North 89°44'08" West, coincident with said south line, a distance of 385.23 feet to the southwest corner of said Section 18; thence leaving said south line, coincident with the west line of said Section 18, the following two (2) consecutive courses and distances:

1. North 00°11'49" East, a distance of 1,319.11 feet to the northwest corner of said Government Lot 4, and
2. continuing North 00°11'49" East, a distance of 1,319.11 feet to the west quarter corner of said Section 18;

thence leaving said west line, South 89°35'07" East, coincident with the north line of Government Lot 3 of said Section 18, a distance of 1,275.45 feet to the northeast corner of said Government Lot 3; thence leaving said north line, continuing South 89°35'07" East, coincident with the north line of the northeast quarter of the southwest quarter of said Section 18, a distance of 1,333.80 feet to the center quarter corner of said Section 18; thence leaving said north line, North 00°40'41" East, coincident with the west line of the northeast quarter of said Section 18, a distance of 1,315.68 feet to the center north sixteenth corner of said

Section 18; thence leaving said west line, South $89^{\circ}30'28''$ East, coincident with the north line of the south half of the northeast quarter of said Section 18, a distance of 2,643.62 feet to a point on a line lying 40.00-feet westerly of and parallel with the east line of said Section 18; thence coincident with said parallel line, the following two (2) consecutive courses and distances:

1. South $01^{\circ}21'46''$ West, a distance of 1,312.27 feet to a point on the east-west centerline of said Section 18, and
2. continuing South $01^{\circ}21'46''$ West, a distance of 2,624.71 feet to the **Point of Beginning**.

Containing an area of 386.60 acres of land, more or less.

End of Description.

Large traffic study, Geotech Report and Stormwater report available upon public records request

When recorded, send copy to:
Middleton City Hall
1103 W. Main St.
Middleton, ID 83644

DRAFT-PROPOSAL

DEVELOPMENT AGREEMENT

This Development Agreement (this **Agreement**) is entered into this ___ day of _____, 2022 (the **Effective Date**), by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho (**City**), WOODLAND PROPERTIES LIMITED PARTNERSHIP, an Idaho limited partnership (**Owner**), and M3 ID WOODLAND, L.L.C., an Arizona limited liability company (**Developer**).

RECITALS

WHEREAS, Owner owns approximately 236.5 acres legally described in **Exhibit A** attached hereto and made a part hereof (**Property**). The Property is intended to be developed by Developer and referred to as "**Quarry East**";

WHEREAS, Developer has applied to the City to rezone the Property from County Agricultural, C-1, and M-1 to Mixed Use (M-U) (the **Applications**).

WHEREAS, Developer intends to improve the Property (the **Project**) in accordance with the Middleton City Code and the City's public works standards in effect at the time the construction drawings are approved (collectively **City Code**), except as modified by this Agreement; and

WHEREAS, the City, pursuant to Idaho Code Section 67-6511A, has the authority to annex and conditionally rezone the Property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and City Code.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows:

Development Agreement – The Quarry East

**ARTICLE I
LEGAL AUTHORITY**

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and City Code, Title 5, Chapter 2.

**ARTICLE II
ZONING ORDINANCE AMENDMENT**

The City will adopt an ordinance amending the Middleton Zoning Ordinance (the **Code**) to rezone the Property Mixed-Use (M-U) (the **Ordinance**). The Ordinance will become effective after it is approved, signed, published and recorded according to law, all of which actions the City will perform with the Developer's cooperation.

**ARTICLE III
CONDITIONS OF DEVELOPMENT**

3.1 **Zoning.** The entirety of the Property shall be zoned Mixed-Use (M-U).

3.2 **Development Density.** Quarry East shall contain no more than 650 residential units (the **Maximum Density**). The configuration of such units shall be substantially consistent with the approved **Master Plan** of the Project, attached as **Exhibit B** and made a part hereof by this reference. Developer, and its heirs, successors, and assigns, shall develop the Project substantially consistent with the Master Plan concept.

3.2.1 *Re-Allocation of Density.* Developer may apply administratively to the Planning & Zoning Official for an amended preliminary plat in order to change the phasing plan and/or make minor adjustments to roadways and lot lines. Developer may revise roadways and lot lines to a minimal degree so long as the final plat substantially conforms to the approved preliminary plat, which adjustments may include changes to accommodate orderly utility installation (such as where gravity sewer versus pressure sewer services are located) or traffic circulation. The minor adjustments may also include a reduction or increase in the size of phases (whether by number of lots or land area). Developer may also modify lot configurations administratively so long as such modifications do not result in an increase in density from the approved preliminary plat and any decrease in number of lots does not exceed a ten percent (10%) reduction of lots shown on the approved preliminary plat. The administrative fee for the amended preliminary plat application shall be the same fee set forth in the City's codified Fee Schedule for an application to amend a preliminary plat. If the Planning & Zoning Official deems the change to road design and/or lot lines to be more than a minor adjustment as outlined herein, then Developer must apply for an amended preliminary plat and/or phasing plan in compliance with the public hearing procedures set forth in the Middleton City Code.

3.2.2 *Elevations.* The single-family and duplex home elevation designs shall be of similar quality and design with the examples of higher quality elevation designs shown on **Exhibit C**, which exhibit is made a part hereof by this reference. City acknowledges and agrees that the foregoing elevations are conceptual in nature but show the intent of the Developer in connection with the Project.

3.2.3 *Quality of Design.* Developer, its successors, heirs, and assigns, shall construct the residential product, community infrastructure, and community amenities substantially consistent with the standards set forth in the Design Guidelines attached hereto as **Exhibit D**, which exhibit is made a part hereof by this reference. This provision does not prevent Developer from unilaterally amending its Design Guidelines with provisions that require equivalent quality or better. Rather, the Design Guidelines attached as **Exhibit D** shall set a minimum base level of quality that must be constructed by Developer, its successors, heirs, and assigns.

3.3 Modifications to Standards. Approved modifications of the requirements of the City’s development density, lot size, and setback standards, as set forth in the Code, are attached as **Exhibit E** or are set forth in this Section 3.3. In the event of any inconsistency between the Code and this Agreement, this Agreement shall control.

3.3.1 *Setback and Lot Size Standards.* The following setback and lot size standards shall apply in Quarry East (if not specified below, general Code requirements shall apply):

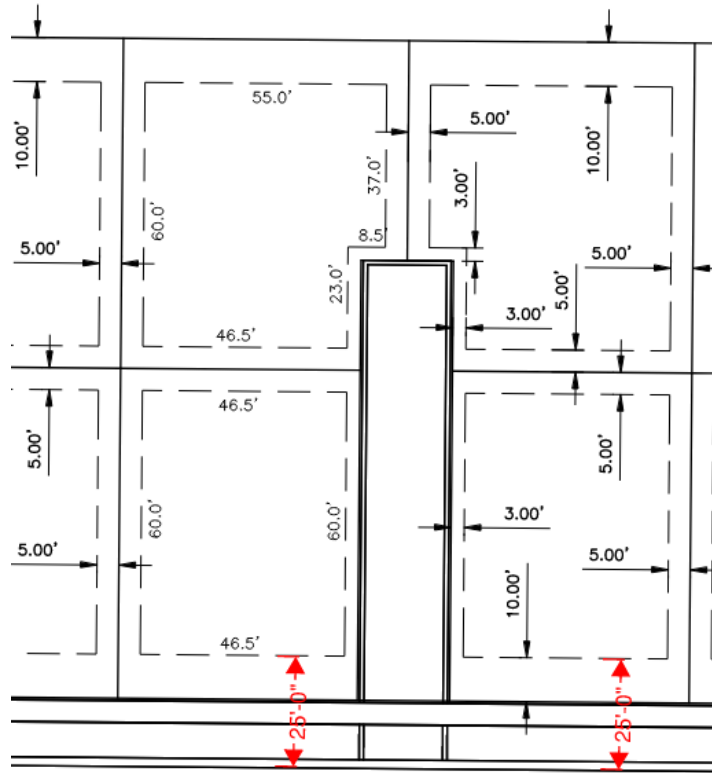
Duplex Lot	
Front (to residence or side-load garage)	10 feet
Front (to garage)	20 feet
Rear	15 feet
Side	5 feet (0 feet for attached)
Minimum Lot Size	4,000 square feet
Minimum Width (N/A for irregular shaped lots)	40 feet

Cluster 4 Pack Lots	
Front (to street or side-load garage)	10 feet
Front (to garage)	20 feet or 5 feet
Rear (back of back lot)	10 feet
Side (all interior property lines)	5 feet (3 feet to shared drive)
Minimum Lot Size	4,000 square feet
Minimum Width (N/A for irregular shaped lots)	45 feet

Single Family Standard Detached Lot	
Front (to residence or side-load garage)	10 feet
Front (to garage)	20 feet
Rear	15 feet
Side	5 feet
Minimum Lot Size	5,000 square feet

Minimum Width (N/A for irregular shaped lots)	40 feet
-----------------------------------------------	---------

A depiction of the Cluster 4 Pack Lot setbacks is included below:



3.3.2 Additional Use Standards. Notwithstanding the uses set forth in Middleton City Code for the Mixed-Use zone, the only uses allowed in the Project shall be (a) single-family residential homes, (b) duplex residential homes, (c) sales offices, including marketing trailers, model home complexes, and construction trailers during the marketing phase of the Project, (d) community recreational facilities and (e) mini self-storage, including RV storage as identified on the preliminary plat. The mini self-storage is subject to the Design Review Process as set forth in the Middleton City Code, and Developer may not apply for a building permit until Developer obtains approval for the design from the Middleton Design Committee. The design for the mini-self storage facility may not exceed a single story.

3.3.3 Initial Building Permits. Upon Developer's notice of completion of all-weather access roads and fire protection facilities for any phase of the Project (and City Engineer's approval of the same), Developer shall be eligible to submit applications for building permits for the construction of up to ten (10) model homes and community facilities, which will be processed and approved upon completion of applicable City requirements. Developer and City agree that the model homes and community facilities cannot receive a certificate of occupancy until Developer obtains final plat approval for the phase in which the model homes and/or community

facilities are located. A model home may not be operated as a model home for public entrance and viewing until Developer obtains a Certificate of Occupancy for the model home. During the construction of the model homes and/or community facilities, Developer shall provide access to the Caldwell Fire Department and City in accordance with then-applicable emergency service standards or as otherwise provided in this Agreement.

3.3.4 *Private & Public Streets.* City acknowledges and agrees that private streets with gated entries may be used in Quarry East, subject to the following standards:

3.3.4.1 *Public Service Providers.* Private streets shall be accessible to public service providers, including without limitation, police, fire, ambulance, garbage collection, electrical, cable and telephone line installation and repair, domestic and irrigation water, sewer line installation and repair, and other similar public purposes.

3.3.4.2 *Street Standards.* Notwithstanding anything to the contrary in City Code, street sections shall be built in accordance with the approved preliminary plat and standards shown on **Exhibits E & F** attached hereto and made a part hereof by this reference.

3.3.4.3 *Private Street Reserve Study.* The Project's restrictive covenants shall include a requirement that a maintenance plan be developed and maintained by the homeowners' association responsible for maintaining and repairing the private streets. Said restrictive covenants shall also state that the City may, at its sole discretion, bring an action at law or in equity to cause the homeowners association to fulfill its obligation to repair and maintain the streets in good condition. Such rights of enforcement shall be limited to the failure of the homeowners association to provide for reasonable and customary maintenance of the private streets, and shall require written notice citing the repairs the homeowners association needs to make to the private streets and a reasonable time period during which the homeowners association may cure the alleged defect. Any award by a court with jurisdiction associated with such enforcement action shall only be used to cause the homeowners association to conduct (and pay for) such maintenance, which may include requiring the homeowners association to levy a special assessment in the event that the reserve funds are inadequate for required repairs and replacement costs. In the event the City brings an action at law or in equity as outlined in this section, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein.

For clarity, **in no way shall the provisions set forth in this section be deemed to require the City to take any particular action**, nor shall it be

deemed an assignment to any extent of the homeowners association declarant rights to the City.

Prior to approval of phase 1 final plat, Developer shall submit a reserve study for the Project to the City showing the monetary amount required to adequately maintain, repair and replace the private streets, including in phase 1. The reserve study shall also set forth a method or timing of collection that will ensure said reserve amount will be collected in a sufficient amount of time to cover reasonably anticipated and customary maintenance, repair and replacement costs for said streets in accordance with industry standards. Prior to the final plat approval for each phase thereafter, Developer shall submit financial information showing that such amounts are being collected and such budgeted amounts are in accordance with the reserve study in an amount required to adequately maintain, repair and replace the private streets constructed to date. Prior to approval of the final phase final plat, the Developer shall submit an updated reserve study and shall provide evidence that the reserves have been funded current. If the foregoing is not the case, Developer shall deposit funds identified as deficient or required in the study to fund the reserves due as of the time of such review. Upon the request of the City, but no more frequently than every three years, the homeowners' association shall be required to submit to the City financial statements and budgets showing that the required funds are being set aside in the reserve account for repair and maintenance of all the private streets in the community unless the City and the homeowners' association mutually determine that such reserve studies are no longer necessary. **The association shall be responsible for the ongoing maintenance, replacement, and repair of the private streets and shall keep the private streets in good condition per industry standards and consistent with similar subdivisions in Canyon County, Idaho. The association shall be responsible for ensuring the ongoing safe operation and maintenance of the private streets and shall indemnify, defend, and hold the City harmless regarding any claims associated with the operation and maintenance of the same. In no event is the City obligated to take on the operation or maintenance or operation of the private streets within the Project.**

3.3.4.4 Secondary Access. Developer shall provide a secondary access suitable for public use and approved by City Engineer and Canyon County Highway District 4 ("CHD4"), prior to the 51st building permit. This second access may be re-located so long as City Engineer and CHD4 approve any changed location.

3.4 Domestic Water and Sewer Facilities. City will reserve sewer and water capacity at approval of construction drawings for each phase as the Project progresses to completion. Developer is responsible for all planning, engineering, and costs associated with extending City utilities, including sewer and water facilities, "to and through" the Property

and tying the same into the existing City sewer and water systems. If City requires Developer to oversize the utility facilities to accommodate future growth off-site involving unrelated development, City shall reimburse Developer for over-size work or additional lines (beyond the capacity required for the Project) by entering into a mutually agreeable latecomer's fee agreement to be negotiated between Developer and City pursuant to MCC 1-17-1 or by some other mutually agreeable reimbursement agreement as allowed by law and mutually agreed to by the parties. Said reimbursement agreement shall contain a provision wherein City will reserve sufficient capacity for Developer to fully complete the Project construction in the future. Sewer and water main lines larger than eight inches (8") are not presumed oversized and shall require evaluation on a case-by-case basis. Installation of a 12" main in Middleton Road, Lincoln Road, and one 12" main through the development is not considered oversized and subject to reimbursement.

A water line extension through or across the Boise River will be necessary to serve the Property. The foregoing restriction may be modified by the City Engineer if an alternative is developed and constructed that adequately provides for area water service, including service to the Project. Developer will be responsible for its proportionate share of the water line improvement costs (based on overall volume, including fire flow, required to serve Quarry East as compared to the volume made available by such an improvement). If Developer constructs the water line extension through, under or across the Boise River or if Developer incurs any cost related to modifying the existing City well (or adding a connection thereto) to permit its use to serve the Property, Developer shall be reimbursed for any costs over and above its proportionate share via a latecomer fee agreement as set forth in MCC 1-17-1 or other mutually agreeable reimbursement agreement, which agreement shall provide for the reservation of domestic water capacity sufficient for Developer to fully complete the Project construction in the future.

Developer anticipates constructing a sewer lift station inside the project to serve the Property and a future Quarry subdivision. The Developer will also be required to reconstruct and expand the Boise River Lift Station for purposes of completing sewer service to the Property. To the extent such on site lift station or Boise River lift station expansion provides capacity to City's sewer system beyond what is required to serve the Project based on peak hour flows, such additional capacity shall be subject to reimbursement via latecomer fee agreement set forth in MCC 1-17-1 or other mutually agreeable reimbursement agreement, which agreement shall provide for reservation of sewer capacity sufficient for Developer to fully complete the Project construction in the future.

If, prior to construction of any of the water or sewer improvements described above, the City adopts a water impact fee and/or sewer impact fee, and if any of the foregoing improvements are included on a capital improvements plan, reimbursement to the Developer for construction of eligible improvements will be permitted in accordance the terms of such impact fee ordinance for capacity greater than required to serve the Project.

3.5 Natural Gas. Developer is responsible for extending natural gas service to the Property. The City shall not share in the cost of extending the natural gas service to the Property.

3.6 Irrigation. Developer will provide its own private pressurized irrigation system for the Property in conformance with Idaho Code 38-3105.b.

3.7 Open Space. The Project shall contain a minimum of twenty-five percent (25%) open space that includes ponds, common area parks, clubs, and landscape frontage along Middleton and Lincoln Roads.

3.8 Urban Renewal Revenue Allocation Area. The parties agree and acknowledge that the City of Middleton Urban Renewal Agency, an independent body, corporate and politic (the "Agency") and the City may form an Urban Renewal Revenue Allocation Area ("RAA"), as authorized by Chapters 20 and 29, Title 50, Idaho Code, as amended, which RAA boundary may include all, or a portion, of the Project. In the event Urban Renewal Plan is adopted by City Council ordinance, then the RAA shall be administered and implemented by the Agency. Depending on Idaho law and the adopted Urban Renewal Plan, certain public infrastructure projects may be eligible for reimbursement as determined by the Agency, not the City. The Agency is a separate and distinct entity from the City. The City acknowledges that it will not hinder Developer from seeking reimbursement from the Agency for certain public infrastructure projects, including those identified in Section 3.4 hereof, but eligibility for reimbursement and related terms cannot be guaranteed. Nothing contained herein shall be construed as a waiver by Developer of its ability to pursue reimbursement as provided above.

If Developer receives any reimbursement from RAA for any infrastructure improvement constructed by Developer, then to the extent such reimbursement encompasses payments previously made to Developer pursuant to latecomer fees, credits (including impact fee credits), or reimbursements, Developer shall pay back any such latecomer fees, credits or reimbursement actually received by Developer for said infrastructure improvements.

3.9 Age Restriction. All residential lots shall be age-restricted to 55+ ownership and occupancy to the extent allowed under the laws of the State of Idaho or the United States. The CCRs for the Project will include said restrictions, which shall identify the authority for such restrictions, qualification requirements for occupants, disclosure requirements in connection with transfer or sale, as well as monitoring requirements. For clarity, the CCRs will require, in accordance with the Fair Housing Amendments Act, 42 U.S.C. § 3601, et seq. (1988), as amended (the "**Fair Housing Act**") and the exemption therefrom provided by 42 U.S.C. § 3607(b)(2)(C) regarding discrimination based on familial status and that at least eight percent (80%) of the occupied residential units within the project be occupied by at least one person who is 55 years of age or older. No lot shall be occupied by any person under the age of 18, where "occupied" refers to any person who stays overnight in the lot for more than 60 days in any 12-month period. The homeowners' association shall be solely responsible for enforcement of the foregoing restrictions in accordance with the CCRs.

3.10 Roadway Construction Requirements.

3.10.1 Frontage Improvements. Except as otherwise set forth herein or as required by City or Idaho code, Developer shall be required to construct the half road improvements along Middleton Road and Lincoln Road and dedicate the fully improved rights-of-way to the City. The Road frontage improvements shall be constructed in compliance with the requirements of Canyon Highway District No. 4 (“CHD4”) or the City, depending on who has jurisdiction at the time of construction.

3.10.2 Middleton Road Frontage: The Middleton Road frontage is included in a capital improvement plan covering the Mid-Star Service Area (“Mid-Star CIP”). In order to avoid duplicate development requirements, Developer is entitled to reimbursement for all portions of the Middleton Road frontage improvements Developer constructs that are included in the Mid-Star CIP. (Because intersections along Middleton Road have been deemed deficient, turn lanes to mitigate existing traffic at those intersections are considered “project improvements”, which are not included in the Mid-Star CIP, rather than “system improvements”, which are included in the Mid-Star CIP.) Any reimbursement shall be in compliance with the provisions set forth in Idaho Code § 67-8209. Additionally, prior to Developer constructing the impact-fee eligible frontage improvements, Developer, City and/or CHD4 shall enter into a written reimbursement agreement that will address reimbursement sources and timing that is mutually agreeable to the parties and allowed by law.

3.10.3 Quarry Street Intersection Control. The Mid-Star CIP includes a multi-lane roundabout at the intersection of Middleton Road and what is referred to on the preliminary plat as E. Quarry Street. Developer shall reserve on its preliminary plat and any subsequent final plats sufficient right of way for the construction of said multi-lane roundabout. The multi-lane roundabout may be built by public agencies, including the City, pursuant to the procedures set forth in the Mid-Star CIP. However, if the City is able to obtain sufficient right of way for the full construction of the roundabout prior to issuing Developer one hundred (100) building permits, and the City can ensure reimbursement within _____ years of completion, then Developer shall be required to design and construct the roundabout and dedicate its half-road portion of the roundabout to the City. Once City notifies Developer in writing that it has obtained the necessary right of way for roundabout construction, Developer will have eighteen (18) months to design and construct the roundabout. The roundabout design must be in compliance with City specifications and be approved by the City. Failure to construct the roundabout within eighteen (18) months of City’s written notice will result in the City denying Developer final plat approval for any subsequent final plats

at the time the eighteen (18) month period expires. Completion of the roundabout and dedication of the same shall thereafter become a condition of final plat approval for the next phase. Because the multi-lane roundabout is part of the Mid-Star CIP, Developer shall be entitled to reimbursement pursuant to Idaho Code § 67-8209 for the portion of the roundabout design and construction over and above Developer's proportionate share.

3.10.4 If City ultimately does not obtain right of way for the roundabout by the issuance of one hundred (100) building permits, then Developer shall not be required to construct the roundabout at any time in the future. However, developer shall be required to construct sufficient turn lanes and connected frontage improvements to ensure safe ingress and egress to the Project prior to final plat approval for phase 1. Additionally, Developer shall be required to construct an interim (or temporary) four-way traffic signal at the intersection of E. Quarry Street and Middleton Road once the City obtains sufficient right of way for the construction of said traffic signal. Developer is not entitled to any reimbursement for the interim traffic signal, and Developer shall construct the traffic signal at its sole cost and expense. The traffic signal shall be a pole traffic signal designed to the specifications of the City. Span wire will not be allowed. The poles shall be installed within the right of way existing at the time of construction. There will be no requirement to install the poles in locations that would accommodate future widening of Middleton Road. Developer will not be required to construct the interim traffic signal until after two hundred (200) building permits have been issued and City has notified Developer in writing that it has obtained sufficient right of way for the traffic signal construction. Developer will have twelve (12) months after said written notice to complete the traffic signal construction. Failure to construct the traffic signal within twelve (12) months will result in the City denying Developer final plat approval for any subsequent final plats at the time the twelve (12) month period expires. Construction of the interim traffic signal will thereafter become a condition of approval for final plat approval of the next phase.

3.10.5 Notwithstanding the above, Developer may elect at any time to construct the roundabout planned for Middleton Road and E. Quarry Street subject to a reimbursement agreement as set forth in Idaho Code §67-8209 for any impact-fee eligible design and construction costs.

3.10.6 Lincoln Road & Middleton Road Intersection. The Lincoln Road and Middleton Road intersection design shown in the Middleton Road 2016 Corridor Study includes a re-alignment of Lincoln Road to the south and the construction of a multi-lane roundabout where there is currently no public right-of-way. Because the Lincoln Road/Middleton Road roundabout may not be constructed for a number of years, Developer agrees to construct an interim traffic signal at the intersection of Middleton Road and the northern leg of

Lincoln Road. Right of way for this interim traffic signal shall be shown on the Project's preliminary plat and final plat. Developer will not be entitled to reimbursement for the cost of constructing the interim traffic signal, and Developer shall construct the traffic signal at its sole cost and expense. Developer shall not be required to construct the interim traffic signal until Developer has platted an access from the Project on to Lincoln Road and City has notified Developer in writing that it has acquired sufficient right of way for the construction of the interim traffic signal. Once Developer receives said written notice, Developer shall have twelve (12) months to complete construction of the interim traffic signal. The signal shall be a pole traffic signal designed to the specification of the City. Span wire construction will not be allowed. The traffic signal shall be installed within the then existing right of way. Failure to construct the traffic signal within twelve (12) months will result in the City denying Developer final plat approval for any subsequent phase at the time the twelve (12) month period expires. Construction of the interim traffic signal will thereafter become a condition of approval for final plat approval of the next phase.

3.10.7 Developer may also elect to construct the roundabout planned for Middleton Road and Lincoln Road subject to a reimbursement agreement as set forth in Idaho Code §67-8209.

3.10.8 Access for Storage Facility. Access shall be allowed from Middleton Road into the storage facility lot currently shown as Phase 10 of the preliminary plat. The City shall determine the degree of access allowed, including the possibility of a limitation of access to right in/right out access only.

3.11 ITD Traffic Fee Requirement. The intersection of Hwy 20/26 and Middleton Road is not included in the Mid-Star CIP. Therefore, Developer shall pay the four hundred fifty six thousand three hundred thirty five dollars (\$456,335.00) proportionate share traffic fee set forth in Idaho Transportation Department's June 8, 2021, Development Conditions Memo . The amount due was based upon buildable lots included in both The Quarry East and The Quarry West subdivisions. Therefore, the amount due should be divided equally across the buildable lots entitled on both approved preliminary plats ("ITD Fee"). If ITD revises the fee amount or eliminates the fee, City will require Developer to pay only what ITD requires after said revision. Developer shall remit the ITD Fee to the City for payment to ITD in phases. Specifically, prior to the approval of final plat for any phase, Developer shall remit the ITD Fee to the City based on the number of residential units in said final plat.

3.12 Final Plat Requirements. Notwithstanding the provisions in Article IV, Developer shall obtain City Engineer's signature on the Phase 1 final plat within four (4) years of the preliminary plat approval. Said signature shall be processed expeditiously by

City and in no event later than six (6) months from the time the Developer submits a "Completion Packet" with all items required by the Supplement to the ISPWC and final plat application. The six (6) month period will not be triggered if any information required by the Supplement is missing. Developer may obtain a two (2) year extension to obtain the City Engineer's signature on Phase 1 final plat by submitting an administrative written request for extension to the Middleton Planning & Zoning Official before the expiration of the initial four-year period, which approval shall not be withheld if Developer submits its request in a timely manner. The application request before City Council does not require a public hearing. If Developer does not obtain City Engineer's signature on final plat for Phase 1 within the time frame noted above, City may, at its sole discretion, terminate the entire Development Agreement, and the Project property will revert to M-1 (light industrial) or R-3 (single family residential) zoning, as determined by City, after following the notice and hearing provisions set forth in the Middleton City Code. Additionally, the preliminary plat will automatically become null and void. City may seek termination of the Development Agreement at any time after the noted time periods expire, and City's delay in terminating the Development Agreement shall not constitute a waiver of its right to terminate the Development Agreement.

After final plat approval for the first phase, Developer shall obtain City Engineer's signature on the final plat for each phase in two (2) year intervals (subject to the requirement by the City to process such applications expeditiously and in no event later than six months from the time Developer submits a fully completed "Completion Packet" application and final plat application). Developer may obtain a two (2) year extension to obtain the City Engineer's signature on the final plat for the subsequent phase by submitting an administrative written request for extension to the Middleton Planning & Zoning Official before the expiration of the previous time period, which approval shall not be withheld if Developer submits its request in a timely manner. If Developer fails to comply with said timelines, the portions of the preliminary plat yet to be final platted will become null and void. The zoning for the unplatted area shall revert to R-3 (single family residential) zoning.

3.13 LOMR Requirements. Developer shall complete a letter of map revision (LOMR) to remove all buildable lots out of the flood plain. Pending LOMR approval, the Developer may receive building permits if elevation certificates are provided in connection with the same. However, Developer shall still comply fully with MCC 4-3-7-5(D), which requires elevation certificates for individual lots even after the LOMR is approved.

3.14 Community Amenities. Developer shall provide at a minimum the following community amenities: community swimming pool, clubhouse, six (6) pickleball courts, picnic area, and community beach. The design, the timing of construction, and programming of such community amenities is at the sole discretion of Developer.

3.15 Utility Easements and Ownerships. All constructed utilities are public and Developer shall grant access and utility easement at width requested by agency having jurisdiction covering the constructed utilities in locations identified on the plat and as required by public utilities or agencies having jurisdiction, including the City.

Development Agreement – The Quarry East

3.16 CCR & Purchase Agreement Disclosure Requirement. Developer shall state the following disclosure in every purchase agreement and in the CC&Rs: *“City of Middleton and Canyon County Planning documents show that the area directly north and east of The Quarry will be the location of a significant amount of light and heavy industrial businesses. Pursuant to the City’s Future Land Use Map and Zoning Map, the City of Middleton will be actively seeking industrial users to locate in the areas surrounding The Quarry.”*

3.17 Additional Conditions. The Project shall be subject to those further conditions of approval associated with the approval of the Application as contained on **Exhibit G** attached hereto and made a part hereof.

ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT

4.1 Event of Default. If Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breach may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirement contained in Middleton City Code and Idaho Code.

If after a breach, the City Council determines that the terms of this Agreement applicable to the breach should be modified, the term(s) of this Agreement shall be amended and the Developer shall comply with the amended terms.

Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.2 Reversion of Zoning. If after a breach and failure to cure as provided in Section 4.4, the City, after complying with the public hearing requirements of the Middleton City Code, may change the zoning for the Property as follows: (a) if prior to final plat approval for phase 1, then the City may change the zoning to M-1 (light industrial) or R-3 (single family residential) in its sole discretion, and the Developer hereby consents to such change; (b) if after final plat approval for phase 1, then the City may change the zoning to R-3 and the Developer hereby consents to such change.

4.3 Judicial Enforcement. Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.4 Notice of Failed Performance and Opportunity to Cure. Upon any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming

such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

**ARTICLE V
GENERAL PROVISIONS**

5.1 Entire Agreement. This Agreement contains the entire agreement of the parties respecting the Property and supersedes all prior discussions and written and verbal agreements between the parties respecting the Property.

5.2 Amendment; Annexation.

5.2.1 Any amendment or addendum to this Agreement shall be in writing and made only after City has complied with the notice and hearing provisions of Idaho Code §67-6509 and Middleton City Code Title 5, Chapter 2.

5.2.2 Additional real property may be added to the definition of Property with such amendment, and the additional property identified shall, thereafter, be subject to this Agreement. If additional property is to be included with such amendment, Developer shall apply for annexation and zone change following the public hearing process set forth in the Middleton City Code. Any property annexed into Quarry East shall be subject to all provisions of the Development Agreement. A new concept plan for the additional property shall be appended to the amended development agreement.

5.3 Notice. Any notice that a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail if sent by mail pursuant to the forgoing:

Middleton: City Clerk
 City of Middleton
 P.O. Box 487
 Middleton, Idaho 83644

Developer: M3 ID Woodland, LLC
 Attn: William Brownlee
 7033 E. Greenway Parkway, Suite 100
 Scottsdale, Arizona 85254

With a copy to: M3 Companies
Attn: Mark Tate
1087 W. River Street, Suite 310
Boise, Idaho 83702

With a copy to: Clark Wardle LLP
Attn: Hethe Clark
PO Box 639
Boise, Idaho 83701

5.4 Enforcement Costs. If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event a suit or action is filed by either party against the other to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 Effective Date; Recordation. The Agreement shall be effective only after approval by the City Council and execution by Developer, the Mayor, and City Clerk. After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of Developer.

5.6 Binding Effect. Each commitment and restriction described in this Agreement shall be a burden on the Property and run with the land and shall be appurtenant to and for the benefit of the Property, adjacent property and other residential land near the Property. This Agreement shall be binding on City and Developer, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Provided, however, that if all or any portion of the Property is divided, then each owner of a legal lot shall only be responsible for duties and obligations or breaches as to their own parcels or lots. Any owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

5.7 Interpretation. The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

5.8 Severability. If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

5.9 Time of the Essence. Time is of the essence for performance of each obligation in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the Effective Date.

CITY OF MIDDLETON:

ATTEST:

By: _____

Steven J. Rule, Mayor

Date: _____

By: _____

Becky Crofts, City Clerk

Date: _____

State of IDAHO)

ss.

County of _____)

I, a notary public, do hereby certify that on this _____ day of _____, 2022, personally appeared before me Steven J. Rule, who, being first duly sworn, declared that he is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description of Property



Exhibit "A" The Quarry East Boundary Description

Project No. 10-20-057 July 19, 2021

A tract of land situate in a portion of Section 18, Township 4 North, Range 2 West, Boise Meridian, County of Canyon, State of Idaho, and being more particularly described as follows:

Commencing at the northeast corner of said Section 18; thence from said Point of Commencement, South 01°21'46" West, coincident with the east line of said Section 18, a distance of 2,624.60 feet to the east quarter corner of said Section 18; thence continuing South 01°21'46" West, coincident with said east line, a distance of 2,624.60 feet to the southeast corner of said Section 18; thence leaving said east line, North 89°44'28" West, coincident with the south line of said Section 18, a distance of 40.01 feet to the **Point of Beginning** of this description;

thence from said **Point of Beginning**, continuing North 89°44'28" West, continuing coincident with said south line, a distance of 2,596.62 feet to the south quarter corner of said Section 18; thence leaving said south line, North 00°40'41" East, coincident with the west line of the east half of said Section 18, a distance of 36.00 feet; thence leaving said west line, the following five (5) consecutive courses and distances:

1. South 89°44'28" East, a distance of 16.72 feet,
2. North 00°15'32" East, a distance of 209.00 feet,
3. South 89°44'28" East, a distance of 11.50 feet,
4. North 00°15'32" East, a distance of 760.54 feet, and
5. North 89°19'19" West, a distance of 21.13 feet to a point on the west line of the east half of said Section 18;

thence coincident with said west line, the following three (3) consecutive courses and distances:

1. North 00°40'41" East, a distance of 310.00 feet to the center south sixteenth of said Section 18,
2. continuing North 00°40'41" East, a distance of 1,315.72 feet to the center quarter corner of said Section 18, and
3. continuing North 00°40'41" East, a distance of 1,315.68 feet to the center north sixteenth corner of said Section 18;

thence leaving said west line, South 89°30'28" East, coincident with the north line of the south half of the northeast quarter of said Section 18, a distance of 2,643.62 feet to a point on a line lying 40.00-foot westerly of and parallel with the east line of said Section 18; thence coincident with said parallel line, the following two (2) consecutive courses and distances:

1. South 01°21'46" West, a distance of 1,312.27 feet to a point on the east-west centerline of said Section 18, and

2. continuing South 01°21'46" West, a distance of 2,624.71 feet to the **Point of Beginning**.

Containing an area of 236.60 acres of land, more or less.

The above-described tract of land is shown on Exhibit "B" attached hereto and made a part hereof.

End of Description.

J-U-B ENGINEERS, Inc.

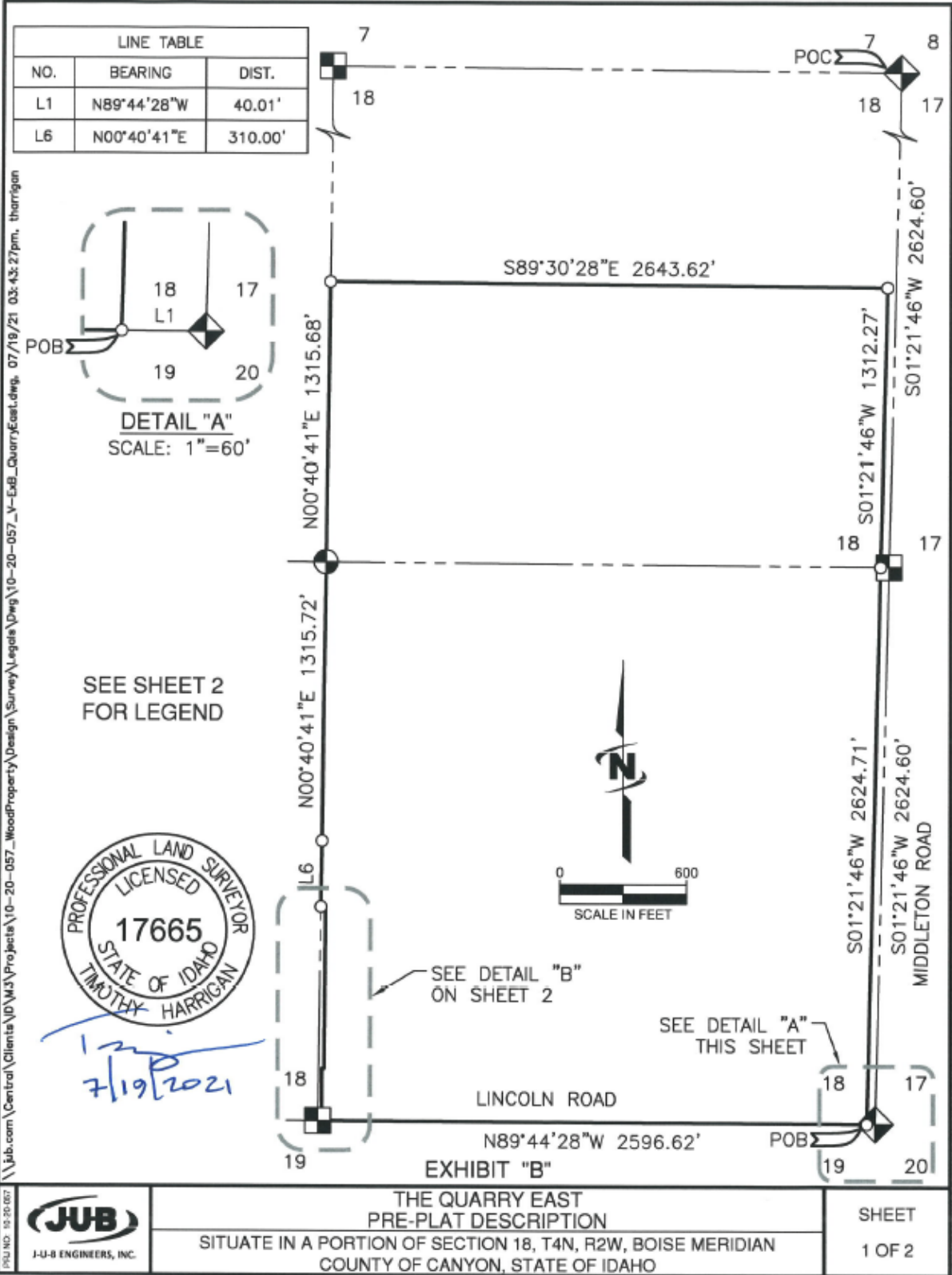
This description was prepared by me or under my supervision. If any portion of this description is modified or removed (including, but not limited to, the graphic portion shown on Exhibit "B") without the written consent of Timothy Harrigan, PLS, all professional liability associated with this document is hereby declared null and void.



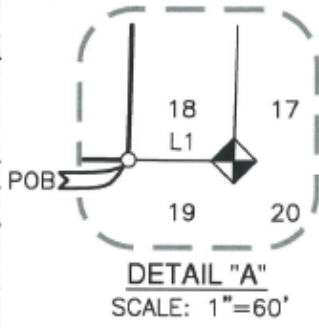
Timothy Harrigan, PLS 17665

7/19/2021
Date





LINE TABLE		
NO.	BEARING	DIST.
L1	N89°44'28"W	40.01'
L6	N00°40'41"E	310.00'



SEE SHEET 2 FOR LEGEND



EXHIBIT "B"

JUB I-U-B ENGINEERS, INC.	THE QUARRY EAST PRE-PLAT DESCRIPTION	SHEET 1 OF 2
	SITUATE IN A PORTION OF SECTION 18, T4N, R2W, BOISE MERIDIAN COUNTY OF CANYON, STATE OF IDAHO	

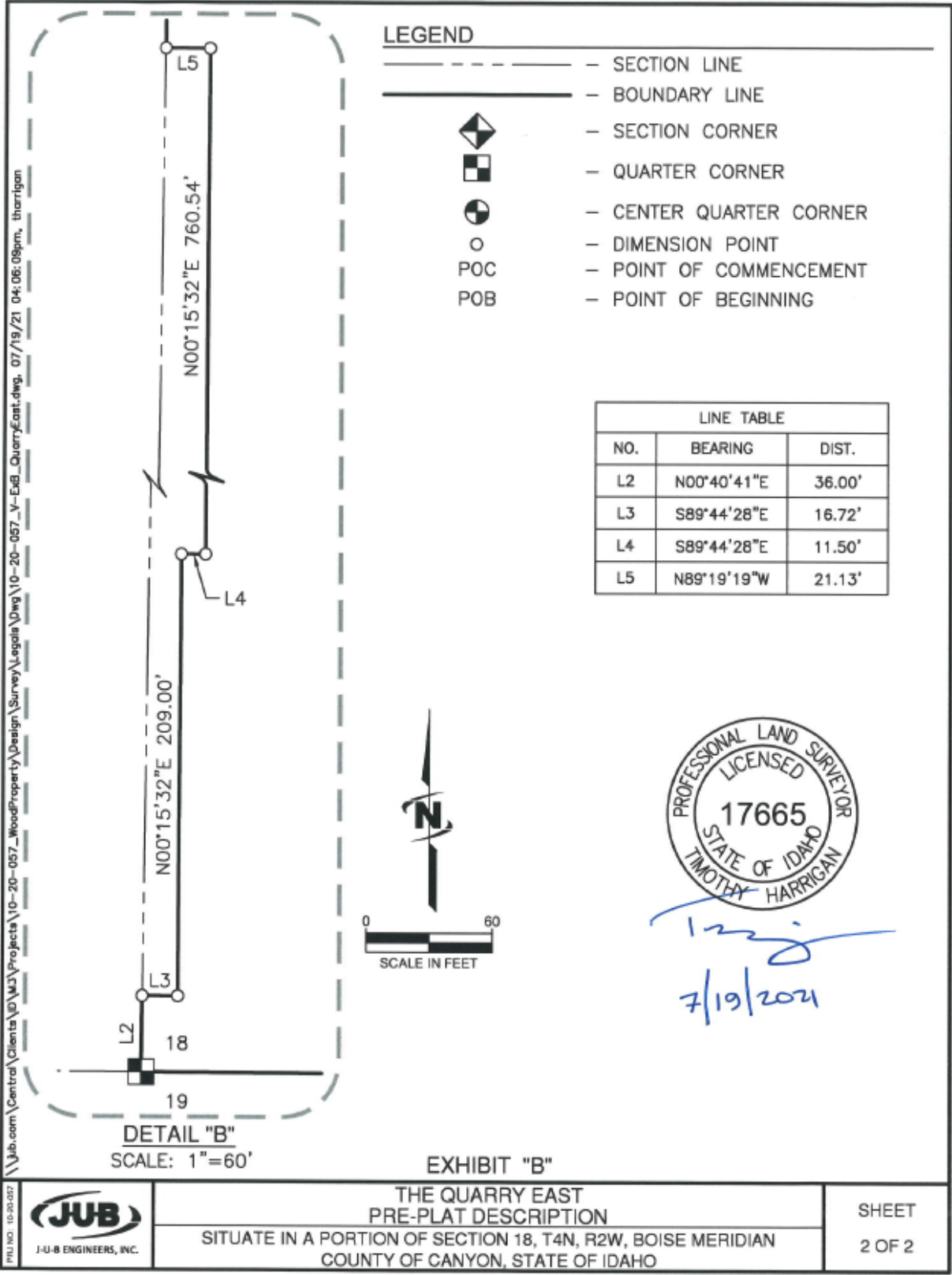


EXHIBIT B Master Plan



THE QUARRY 'EAST'
CONCEPTUAL LANDSCAPE PLAN



GREEY|PICKETT

EXHIBIT C
Elevations





































































EXHIBIT D
Design Guidelines



QUARRY EAST SUBDIVISION

(Marketing Name TBD)

ARCHITECTURAL DESIGN GUIDELINES & CONSTRUCTION STANDARDS

*City of Middleton, State of Idaho
County of Canyon, State of Idaho*

Effective: _____

I.	INTRODUCTION	1
II.	SUBMITTAL AND APPROVAL PROCEDURES	2
	A. Submittal Requirements	2
	B. Notification of Action	4
	C. Expiration of Approval	4
	D. Resubmittals and Substantially Revised Submittals.....	4
	E. Alterations to an Approved Submittal.....	5
	F. Construction Inspections.....	5
	G. Enforcement	5
III.	DESIGN GUIDELINES.....	5
	A. Lot Types	5
	B. Street Side Setbacks	5
	C. Driveways	6
	D. Minimum Square Feet	6
	E. Exterior Elevations.....	7
	F. Exterior Finishes and Colors	8
	G. Solar Panels.....	9
	H. Rain Gutters and Downspouts	10
	I. Fascia & Trim.....	10
	J. Architectural Detail/Accents	10
	K. Chimneys.....	10
	L. Garages, General.....	10
	M. RV Garages & Tall Garage Doors.....	11
	N. Detached Storage Structures.....	13
	O. Fences.....	13
	P. Dog Runs	14
	Q. Patios	14
	R. Landscaping of Small, Medium, and Large Lots	14
	S. Landscaping of Duplex & Cluster Lots.....	17
	T. Lake Front Lots.....	19
	U. Lakes, Generally	22
	V. Boulder Retaining Walls	22
	W. Exterior Lighting	23
	X. Mailboxes	23
	Y. Miscellaneous Equipment and Signage	23
IV.	CONSTRUCTION STANDARDS	24
	A. Condition of Lot.....	24
	B. Excavation	24
	C. Elevation of Foundations	24
	D. Timeline to Complete Construction.....	25
	E. Lot Drainage	25
	F. Construction Standards and Jobsite Maintenance	25
	G. Complaints.....	27
	EXHIBIT A. VIEW FENCE	28
	EXHIBIT B. BUILDER/OWNER SCREEN FENCE	29
	EXHIBIT C. DEVELOPER SCREEN FENCE	30
	EXHIBIT D. DEMI-SCREEN FENCE	31
	EXHIBIT E. FENCE PLANS BY PHASE	32
	EXHIBIT F. FINAL LOT GRADING & DRAINAGE DETAILS.....	33

EXHIBIT G. PLANTER STRIP TREE PLANTING RESTRICTIONS34
EXHIBIT H. ROCK COLOR/TYPE & BOULDER WALL DESIGN EXAMPLES35
EXHIBIT I. DIRECT ENTRY LAKE FRONT LOTS BY PHASE36
EXHIBIT J. LAKE EDGE IMPROVEMENTS37
EXHIBIT K. POND WATER LEVEL ILLUSTRATIONS & TYPICAL CROSS-SECTION40
ATTACHMENT 1. APPLICATION FOR DESIGN REVIEW.....41

I. INTRODUCTION

These Architectural Design Guidelines and Construction Standards ("**Design Guidelines**") are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed Improvement, construction, or installation within the Quarry East neighborhood and for maintaining an orderly construction environment. These guidelines are used by the Architectural Reviewer in conjunction with the Declaration. The Quarry East neighborhood will be comprised of various individual areas, each of which may have similar but varying requirements. The Architectural Reviewer reserves the right to grant variances or modify these standards as it deems appropriate and in accordance with the Declaration.

The Quarry East Declaration of Covenants, Conditions, Restrictions, and Easements, recorded as Document No. _____, Official Records of Canyon County, Idaho, as the same may be amended from time to time (the "**Declaration**") provides that no Owner may commence the construction of any Improvement without the prior written approval of the "**Architectural Reviewer**", which shall mean the Architectural Control Committee or ACC as defined in the Declaration. Pursuant to the Declaration, M3 ID WOODLAND, LLC, an Arizona limited liability company ("**Declarant**") retains the right to appoint all individuals comprising the Architectural Reviewer until one hundred percent (100%) of the Property has been developed and conveyed to Owners other than builders, unless such right is surrendered prior to such time in accordance with the provisions in the Declaration. As long as the Declarant retains such right, the Architectural Reviewer shall in no event be a committee created by or appointed by the Board or the _____ Homeowners' Association, Inc., an Idaho nonprofit corporation ("**_____ HOA**").

The Architectural Reviewer will not be required to review any plans until a complete review package, as required by the Declaration and these Architectural Design Guidelines and Construction Standards ("**Design Guidelines**"), is assembled and submitted to the Architectural Reviewer. The Declaration outlines other specific requirements governing architectural control imposed by the Architectural Reviewer which are not repeated in these Design Guidelines and which bind each and every Owner. The Architectural Reviewer has the authority to adopt such additional or alternate procedural and substantive rules and guidelines as it may deem necessary or appropriate in connection with exercising its rights hereunder.

The approval of the Architectural Reviewer of any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Architectural Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Architectural Reviewer.

The Architectural Reviewer may grant variances from compliance with any provisions in these Design Guidelines, when, in the opinion of the Architectural Reviewer, in its sole and absolute discretion, such variance is justified. All variances granted will be evidenced in writing to the builder or owner. The granting of such a variance will in not operate to waive or amend

any of the terms and provisions hereunder for any purpose, except as to the particular property and the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment to these Design Guidelines.

The Architectural Reviewer is not responsible for: (i) errors in or omissions from the plans and specifications submitted for architectural review; (ii) supervising construction for the owner's compliance with approved plans and specifications; or (iii) the compliance of the owner's plans and specifications with applicable governmental statutes, codes, and ordinances, and municipal, county, state, and federal laws.

Capitalized words used in these Design Guidelines, but not otherwise defined herein shall have the same meaning ascribed to such terms in the Declaration.

II. SUBMITTAL AND APPROVAL PROCEDURES

A. Submittal Requirements. All submittals shall include the plans, specifications, application, and other information described below, as may be applicable. Construction may not commence until written approval is granted by the Architectural Reviewer.

The submittal plans and materials shall include specifications, dimensions, a legend of all symbols and abbreviations, and other applicable information necessary to perform such a review. Elevation views shall be provided for any proposed vertical Improvements (e.g. built-in BBQ, water feature).

The items listed below shall be digitally submitted to the Architectural Reviewer for approval (e.g. pdf, jpeg). The Architectural Reviewer may request physical samples at and/or additional material to be submitted at its discretion.

1. Application. Each submittal shall be accompanied by a completed design review application and checklist adopted by the Architectural Reviewer, (the "**Application**"), attached to these Design Guidelines as Attachment 1.
2. Site Plan. Show the Building Lot ("**Lot**") boundaries, the proposed location of all Improvements (including, but not limited to, all structures, driveways, sidewalks, fences, dog runs, patios, decks, outdoor lighting, utility meters, mechanical equipment, etc.), all easements, and all proposed setbacks. Include a roof plan as part of the site plan if a separate roof plan is not submitted. Use arrows to indicate the proposed grading and drainage flows off of the lot and away from the proposed residence and adjacent Lots. The Architectural Reviewer may require a separate grading and drainage plan be provided. (Minimum scale of 1/8" = 1'-0".)
3. Grading Plan. A separate grading plan must be provided in conjunction with an architectural submittal as well as with a landscape submittal for any Lake Front Lot (as defined below in *Section III.T*). Overlay the proposed grades over the

existing grades on a Lot plan showing all boundaries, easements, and applicable setbacks. Use arrows to indicate the proposed grading and drainage flow directions off of the Lot and away from adjacent Lots. (Minimum scale of 1/8" = 1'-0".)

4. Roof Plan(s). Depict roof masses, ridgelines, and roof pitches including pertinent dimensions (e.g. gable span, overhang depths) if not provided elsewhere. Show the locations of any roof drains or scuppers, as applicable. The roof plan may be included on the site plan in lieu of a separate roof plan. (Minimum scale of 1/8" = 1'-0".)

5. Floor Plan(s). Include the per floor square feet and total finished square feet of the residence, exclusive of garages, covered patios, storage areas, etc. Provide exterior dimensions on all floor plans. (Minimum scale of 1/4" = 1'-0".)

6. Building Elevations. Illustrate front, rear and side views, showing the maximum building height and include proposed exterior finish material descriptions. (Minimum scale of 1/8" = 1'-0".)

7. Specifications. Include the specifications and descriptions of any proposed exterior materials, finishes, equipment, etc.

8. Exterior Materials and Colors. Include digital samples of the color of proposed exterior material colors, (e.g. paint, stain). Samples of all other materials (e.g. brick, stone) shall be shown on the elevations. All proposed exterior materials and colors shall be identified by name, number, color, and manufacturer. The Architectural Reviewer may request physical samples of any proposed exterior colors or materials in which case the submittal will not be considered complete until all requested materials have been received.

9. Landscape Plan. Show the proposed landscape and hardscape including dimensions and any proposed fencing and include a legend of the plant types, sizes and quantities. A legend shall be included for plant types, sizes and quantities. Elevation views of each side shall be included for any vertical Improvement not reflected elsewhere in the submittal. Use arrows to indicate the proposed grading and drainage flows off of the lot and away from the proposed residence and adjacent Lots. It is preferred that the landscape plan be submitted with the initial architectural plan submittal, but it may be submitted up to sixty (60) days after the initial submittal. (Minimum scale of 1/8" = 1'-0".)

10. Design Review Fees. An initial design review fee of Four Hundred Fifty and No/100 Dollars (\$450.00) shall be paid to the Architectural Reviewer at the close of escrow for such Lot. If, for any reason, the initial design review fee was not paid at close of escrow for such Lot, then the applicable fee shall be paid at the time of the submittal. All design review fees are immediately non-refundable.

An additional design review fee of Two Hundred and No/100 Dollars (\$200.00) shall be due with the following types of submittals and payable to Declarant:

- (i) A Substantially Revised Submittal as defined in *Section II.D* below, and
- (ii) An Alteration Submittal to alter a previously approved submittal as described in *Section II.E* below.

All owner submittals and inquiries shall be made to the community manager.

All initial builder submittals and inquiries shall be made to:

The Quarry East Architectural Reviewer

c/o _____

EMAIL

PHONE

An online repository may be available for digital submittal uploads. Please inquire with the Architectural Reviewer for additional information if desired.

B. Notification of Action. The Owner or Builder shall be notified of the decision of the Architectural Reviewer within ten (10) business days of receipt of a complete submittal. The Architectural Reviewer may request additional information or materials and a submittal will not be considered complete until all requested items have been received. Revisions required by the Architectural Reviewer must be resubmitted and reviewed by the Architectural Reviewer prior to issuance of a formal approval unless the revisions are noted as a condition of approval on the Architectural Reviewer approval letter. Should notification of the Architectural Reviewer's decision not be received within ten (10) business days, it does not mean, nor may be construed to mean, the submittal was approved.

C. Expiration of Approval. The approval of the Architectural Reviewer shall be valid for a period of one (1) year at which time it shall expire.

D. Resubmittals and Substantially Revised Submittals. The Architectural Reviewer will review one (1) resubmittal from an Owner or Builder, if necessary, following the first formal review and response. After the resubmittal has been reviewed and the Builder or Owner has been notified of the decision regarding such resubmittal, the Architectural Reviewer's approval or denial shall be considered final.

If a submittal and subsequent resubmittal are both denied, the Architectural Reviewer will not perform any additional reviews unless the proposed Improvements are substantially revised. Provided the proposed Improvements are substantially revised, the revised designs shall be submitted for review as a "**Substantially Revised Submittal**"

and will be subject to an additional review fee as outlined in *Section II.A.9* above. Any Substantially Revised Submittal must include all applicable plans, specifications and submittal requirements set forth herein.

E. Alterations to an Approved Submittal. Proposed alterations or modifications to a previously approved submittal must be submitted as an “**Alteration Submittal**” to the Architectural Reviewer, and written approval from the Architectural Reviewer must be received prior to starting such work. Alteration Submittals must include the applicable plans, specifications and submittal requirements set forth herein and shall clearly identify those elements proposed to be altered or modified. Each Alteration Submittal will be subject to an additional review fee described in *Section II.A.9* above.

F. Construction Inspections. The Architectural Reviewer may make a physical on-site inspection during or at the completion of construction to verify compliance with the approved submittal.

G. Enforcement. If the Architectural Reviewer finds that the Improvements were not done in substantial compliance with the approved submittal corrective measures shall be taken as outlined in the Declaration, including, but not limited to, stopping construction and making physical changes to bring the Improvements into compliance with the approved plans.

III. DESIGN GUIDELINES

A. Lot Types. For the purposes of design review, Lots are divided into the following types:

- (i) “**Cluster Lot**”; Lots with a shared drive in areas designated as a cluster subdivision (typically 55’ or 65’ wide);
- (ii) “**Duplex Lot**”; Typically forty feet (40’) wide at the front setback with one shared wall;
- (iii) “**Small Lot**”: Less than sixty feet (60’) wide at the front building setback;
- (iv) “**Medium Lot**”: Greater than or equal to sixty feet (60’) wide but less than seventy feet (70’) wide at the front setback;
- (v) “**Large Lot**”: Greater than or equal to seventy feet (70’) wide at the front building setback; and

B. Street Side Setbacks. If there is additional width on a Lot with a side yard adjacent to a street, including where there is a common lot between the street and Lot, the residence shall have the building set back from such property line more than the minimum five foot

(5') setback and such area should include additional landscape where adequate space exists.

Residential Setbacks.

Duplex Lots		
	Front	10 feet to living or side load garage, 20 feet to garage door
	Rear	10 feet
	Side	5 feet
	Street Side	12 feet (if no common lot on side)
Cluster Lot Setback (4 lot cluster on shared driveway)		
	Front (to street of front lot)	10 feet
	Rear (rear of back lot)	10 feet
	Sides & Interior	5 feet
	To Common Drive	3 feet
Single Family		
	Front	10 feet to living or side load garage, 20 feet to garage door
	Rear	20 feet
	Side	5 feet
	Street Side	12 feet

Street Side Setbacks with no Common Lot. If there is a Lot with a side yard facing a street, where there is not a common lot between the street/sidewalk and Lot, the residence should be aligned along the opposite side yard setback and any fence adjacent to the street side is to be aligned 5' from the side of the home. The area between the fence and the sidewalk shall be a minimum of 7' for a total minimum 12' side yard setback and is to include additional landscape, including trees with a maximum spacing of 45', where adequate space exists.

C. Driveways. The builder will be responsible for installing a concrete driveway for any Cluster, Duplex, Small, or Large Lot. The builder will be responsible for installing a shared concrete driveway per the attached detail on Exhibit _____ for the applicable Cluster Lots.

Unless otherwise approved, driveways may not extend past the edges of the garage to which they lead to allow room for more landscaping. Building lots are limited to one driveway cut at the street unless otherwise approved by the Architectural Reviewer.

D. Minimum Square Feet. Two-story homes shall have a minimum of 60% of the square footage, including garage, and excluding basements, storage rooms, covered patios, etc. on the first floor.

Finished space is exclusive of basements, garages, storage rooms, covered patios, etc. and each residence shall include a minimum amount of finished square feet based on Lot type, as set forth below.

Minimum Finished Square Feet of Residence					
	Cluster Lot	Duplex Lot	Small Lot (<60')	Medium Lot (≥60' & <70')	Large Lot (≥70'+)
One-Story Plan	1,200	1,200	1,300	1,600	2,200
Two-Story Plan	1,600	1,600	1,800	2,000	2,600

The Architectural Reviewer may require additional square feet of finish space depending on compatibility with existing homes or otherwise at its discretion.

E. Exterior Elevations.

The use of honest architectural elements relative to each architectural style is critical. Elements, such as boxed out windows, dormer windows and covered entries, are encouraged. Double gables over the entire width of a three (3) car garage are discouraged. Stacked rooms over garages shall incorporate a change in the front plane of the garage to avoid large, unbroken vertical surfaces. Where siding is used, batten boards or trim shall be located as inconspicuously and symmetrically as possible. Windows shall be consistent in type, style, trim and proportion.

Lots with rear or side elevations that face a street or Common Area are required to provide a higher level of articulation and detailing, including vertical and horizontal offsets along with breaks in the roof plane. The side of a residence on a Cluster Lot adjacent to or facing the street, highly visible common area, or open space should feature detailing, articulation (e.g. jogs in the architecture), and an overall design and appearance equivalent to a typical “front” elevation. Large expanses of flat, unbroken surfaces are not permitted on elevations facing a street or Common Area. Intermediate horizontal bands are encouraged at all two-story elements. Covered patios and balconies, horizontal offsets, overhangs and other methods to create visual depth and contrast are highly encouraged. Rear elevations that face streets or Common Areas must include covered patios.

Any “standard” (non-custom) floorplan approved for repetitive use should include multiple elevation styles that are substantially different. Similar architectural styles proposed for more than one floorplan shall have substantially different elevations. Elevation styles may be repeated within Quarry East provided a minimum of four (4) Lots with completely different floorplans and/or elevation styles separate the similar layouts

and the color schemes are different. However, the Architectural Reviewer may require some additional differentiation between any like floorplans and elevations. The requirements set forth in this paragraph are intended to mitigate undesirable monotony in the community design and finishes. Therefore, a Builder submitting for standard plan review should consider the total quantity of floorplans, elevation styles, and color/material schemes necessary to meet these requirements.

Broken roof lines and no less than three (3) primary roof masses are required. Unless otherwise approved by the Architectural Reviewer as compatible with a particular architectural design or style, the minimum pitch for roofs, excluding roofs at porches and deck covers, shall be 4:12. Steeper front-to-back roof pitches may be required on shorter roof spans if needed to provide greater street presence. Mixing or differing roof pitches on the same elevation is discouraged. Roof vents and other ventilation pipes shall be located on the rear elevation except where impractical, shall be painted to match or blend with the roof color, and shall otherwise be installed in an inconspicuous location and manner. Roof and attic vents shall be shown on the elevations.

Roof eaves are required to be a minimum of 16" deep, and gable ends are required to be a minimum of 12" deep.

Low-profile roofs with predominant pitch of 4/12 or 5/12 must be consistent with a specific architectural style and must have significant architectural details, such as:

- (i) Heavier Stacked Fascia—minimum 12"; and/or
- (ii) Corbels, exposed rafters or other details that are true to this style

Architectural detailing should be consistent with the architectural style and avoid the appearance of an over or under worked design.

Transitional 2-story or 1-1/2 story residences may be located on corner Lots provided that the single-story portion of the residence is located adjacent to the corner or side street and is approved by the Architectural Reviewer. Two-story residences are prohibited on Lots backing up to or with a side facing a main arterial street, clubhouse, or open space unless the elevation has a single story or stepped appearance.

F. Exterior Finishes and Colors. Exterior finishes should be cohesive with the architecture styles. Exterior finish materials and colors shall be consistent and continuous on all elevations of a dwelling to achieve a uniform and complete design. Hardy / Tru Lap / Louisiana Pacific or equivalent, stucco, local stone and brick are preferred exterior materials. The Architectural Reviewer will also consider high quality manufactured stone.

Architectural and aesthetic balance shall be primary concern in determining placement of materials. All materials will be required to terminate at an inside corner whenever possible or wrap the corners a minimum of thirty-six inches (36"). Materials

may be required to extend further in cases where there is a more logical terminus point. Designs are encouraged to use materials to define building forms.

1. Stone and Brick. Subject to compatibility with the overall architectural style and design, all residences, except as noted below, shall be required to incorporate brick or stone. A minimum of twenty percent (20%) of elevations that face a street(s) will be required to be stone or brick. The requirement for the use of such accent materials on exterior elevations may be waived by the Architectural Reviewer for exceptional design concepts that establish a very high quality through other elements of architectural design. The Architectural Reviewer may require upgraded siding, additional landscaping, or other elements at its discretion.

Materials shall be compatible with the exterior paint colors approved by the Architectural Reviewer. Darker brick shades are encouraged. White or gray brick will be considered when consistent with the architectural style.

2. Siding & Stucco. Proposed siding shall be eight inches (8") hardy / cement, cedar shake or board and batten. Cottage lap siding is not permitted; other types of siding not contemplated herein are subject to written approval by the Architectural Reviewer. Steel, aluminum, or vinyl siding are prohibited. If siding is used on an elevation it shall be used on all elevations.

Stucco exteriors shall incorporate appropriate articulation and accents, such as one and on-half inch (1-1/2") deep by six inch (6") wide trim around windows, twelve inches (12") intermediate horizontal bands at 2-story elements, belly bands, frieze boards, etc. If stucco is used on an elevation it shall be used on all elevations.

3. Exterior Paint Colors. Exterior wall colors and trim colors must be selected for their harmony with each other and the overall aesthetic goals of the community. Rain gutters and downspouts shall match the color of the surface to which they are attached.

Exterior colors of earth tones, warm tones or grays shall be required for the body of the residence. Bright, bold or very dark colors shall be reviewed on a case by case basis by the Architectural Reviewer.

4. Roof Materials. Roofs shall be thirty (30) year or better architectural asphalt shingles, slate, concrete tile, or clay tile and must have high-definition ridge caps. Roof colors must be black or dark grey unless otherwise approved by the Architectural Reviewer. Other roofing materials are subject to written approval by the Architectural Reviewer.

G. Solar Panels. Solar panel locations must be approved by Architectural Reviewer prior to installation. Panels shall be commercially manufactured and well maintained.

Solar panels shall not be visible from the front elevation of the home if possible. Solar panels and associated hardware shall be an integral part of the design of the home. The color of solar panels, frames, and associated hardware shall be black and shall be recess mounted (flush) into the roof structure or low profile and parallel to the roof with no visible piping. If solar panels are proposed, the roofing material shall be of a hue that minimizes the contrast between the roof and the solar panels.

H. Rain Gutters and Downspouts. Rain gutters and downspouts are required on all residences, shall be continuous, and shall be painted to match the color of the surface to which they are attached. The use of chains or copper gutters and downspouts will be considered when appropriate with the architectural style.

I. Fascia & Trim. Roof fascia shall be a minimum of eight inches (8") wide. Certain architectural styles may require wider fascia. Gables shall incorporate stacked trim detailing. Fascia and trim shall be constructed of nominal one inch (1") thick material. Stacking is not required on eaves where gutter covers the additional fascia.

J. Architectural Detail/Accents. Focus should be placed on architectural design that is true to the character or style submitted. Details and accents should represent the historical integrity of each style and should be consistent with the style on all elevations. Over-worked or unrelated detailing is prohibited.

K. Chimneys. Chimneys may be restricted for size and location. All full height chimneys shall have an architectural metal chimney cap that fully encloses the chimney pipes and painted pursuant to the written approval of the Architectural Reviewer.

L. Garages, General. Designs should de-emphasize the garage, and the main living areas of a residence should be visually dominant. Accordingly, builders are encouraged to locate front-loaded garages behind the front of the rest of the home, e.g. livable finished area, side-load garages, and/or front patios. Side load garages are encouraged, and when possible, designs should avoid placing garage doors where they are visible from the street. Side loaded garages are highly encouraged, but not required, on Lots that are deeper than one hundred thirty feet (130'). All garage doors are subject to written approval of the Architectural Reviewer.

All garage doors, including RV or oversize garage doors, should be recessed a minimum of six inches (6"). When feasible, a minimum garage door recess of twelve inches (12") is recommended. Flush or flat panel garage doors are not allowed. Garage doors are to have detailing that is consistent with the architectural style and design of the residence. Interiors of garages shall be sheet rocked, taped, sanded and painted or sheet rocked, taped sanded and textured. Trim around doors and windows shall be painted.

If a front-load garage extends in front of the rest of the home, enhanced architecture will be required. If front load garage(s) occupy more than 50% of the width of the front elevation, upgraded garage doors may be required. Taller garages will require a greater setback from the other garages as described below.

Garages on Duplex, Small or Cluster Lots shall be limited to a single two-car garage door or two single-car garage doors. Small, Cluster, and Medium Lots are limited to a maximum garage door height of eight feet (8'). Garages on Medium Lots and Large Lots may have a single two-car garage door plus a single one-car garage door, or three one-car garage doors. If a home features three garage bays, the front of at least one of the garage bays should be set back a minimum of eighteen inches (18") from the face of the other garage(s). If an RV garage is proposed on a Large Lot, typically, only a single additional, one-car garage door will be permitted. The Architectural Reviewer may elect to allow a front facing garage if it is set back behind the home and another side loaded garage.

Detached garages are prohibited.

Garage Doors by Lot Type			
	Cluster, Duplex & Small Lot	Medium Lot	Large Lot
Max Number of Garage Doors	(1) 2-car garage door, or (2) 1-car garage doors	(1) 2-car garage door and (1) 1-car garage door, or (3) 1-car garage doors	(1) 2-car garage door and (1) 1-car garage door, or (3) 1-car garage doors
Max RV/Tall Garage Door Height	8'	10'	12'

M. RV Garages & Tall Garage Doors. Although taller garage doors and RV garages may be considered on certain Lots (or Lot types as described herein), this does not guarantee approval. Plans submitted with RV garages will be subject to a more detailed review process and may be denied by the Architectural Reviewer in its sole discretion.

The Architectural Reviewer will allow and evaluate proposed architectural RV or oversize garage doors on specific Lots, subject to any restrictions and the below guidelines. The Architectural Reviewer's review of any proposed RV or oversize garages will be subjective and in the sole discretion of the Architectural Reviewer.

1. The Architectural Reviewer will typically pre-designate specific Lots that may feature an oversized or RV garage door as well as the maximum height of such door. If there is any question relating to RV or oversize garage doors on a specific Lot, and/or the maximum oversize/RV garage door height permitted, please contact the Architectural Reviewer.
2. Except as may be otherwise specified by the Architectural Reviewer, Large Lot types that are less than seventy-five feet (75') in width at the front setback may

have a single one-car garage door higher than eight feet (8') up to a maximum height of twelve feet (12'), subject to the standards set forth below.

3. Except as may be otherwise specified by the Architectural Reviewer, one-story homes with garage doors greater than twelve feet (12') in height and up to a maximum height of fourteen feet (14') will only be considered on Large Lot types that are seventy-five feet (75') or wider at the front setback.

4. For an RV or oversize garage to be considered, it must meet the following minimum setbacks from the front of any other garage on the Lot:

(i) Three feet (3') for doors taller than eight feet (8') and up to ten-feet (10') in height,

(ii) Five feet (5') for doors taller than ten feet (10').

5. A garage door should not be one of the most prominent features on the façade. The intent is to minimize the impact as much as possible by keeping the taller garage door behind both the front of the residence and the eight-foot (8') garage door. If the front of an RV garage or taller garage extends in front of the finished livable area, enhanced architecture will be required.

6. Turning the other garages into side-load garages are encouraged.

7. Incorporating an architectural pop-out with a lower roof line on the side of a tall garage is strongly encouraged on 12' doors and required on 14' doors and may be required depending on the particular site and proposed location. Tall garages should incorporate other architectural elements to provide visual interest, such as windows, banding at the level of the roof line, etc.

8. Upgraded, architectural garage doors are encouraged.

9. The overall mass and roof shall be integrated with and in harmony with the rest of the residence. The top of the RV garage should not exceed the roof height of the residence.

10. RV and oversized garage spacing will be designated by the Architectural Reviewer. Notwithstanding any designation the Architectural Reviewer may make to the contrary, Lots with RV garages will typically be required to be separated by a minimum of three (3) Lots on the same side of the street and a minimum of two (2) Lots to each side of an opposite Lot, where applicable.

11. If an RV garage is proposed on an end Lot condition adjacent to Common Area and/or streets, the RV garage shall be located on the side of the Lot opposite such adjacency.

N. Detached Storage Structures. All vehicles, trailers, tools, and equipment shall be stored out of view in enclosed structures. A maximum of one (1) detached storage facility per Lot will be considered, such as a storage shed, provided it is of the same construction, finish, and color as proposed and approved for the residence. Metal storage sheds or other structures that do not reflect the architectural style and quality of the residence on such a Lot are prohibited.

Such a detached storage facility may not exceed two-hundred (200) square feet in area, and detached structures may not be located within three feet (3') of the property line on a Lot. Any such structure shall be placed on a concrete pad in a location approved by the Architectural Reviewer and may not back to a neighboring view fence. Depending on location, additional landscaping may also be required.

The Architectural Reviewer encourages the storage of boats, RV's, camp trailers and other similar vehicles or trailers in offsite storage facilities.

O. Fences. Prior to the construction of any fence, plans shall be submitted as part of the landscape plans to and approved in writing by the Architectural Reviewer. The submittal shall include a site plan showing the location of fencing proposed, including setback dimensions, and designate the type and height of fence proposed. The only fence types permitted are those specified by these Design Guidelines, and no fence may be installed prior to approval by the Architectural Reviewer. Refer to Exhibit A through Exhibit C attached to these Design Guidelines for the permitted fencing types for most Builder and Owner installations. The developer may install an alternate style screen fencing shown in Exhibit D in select locations, and where such exists, it may not be replaced with any other type of fencing, including a Builder/Owner style screen fence.

1. General fence requirements include:

- (i) Wherever possible, adjoining Lots shall use common corner posts.
- (ii) Fence returns terminating into the side of a house shall be a minimum of four feet (4') behind the front of the residence on the side where the return is located.
- (iii) Transitions in fence height shall be accomplished by stepping, (not angling), the fence top.
- (iv) Where view fence is used along rear lot lines adjacent to Common Areas, view fence should also be used for a minimum of two fence panels on the adjacent side yard fence.

2. Permitted locations for each fence type are as follows:

(i) All Lots located adjacent to club, Common Area, and/or open space, including water features, hillsides, etc. shall install view fencing along such rear or side property line(s).

(ii) All Lots located adjacent to any Common Area or streets shall install screen fencing or demi-screen fencing along such adjacent boundary line(s).

(iii) Screen fence may be installed on or alongside property lines between residential Lots, except where view fence is required as described above in *Section III.O.1(iv)*.

(iv) Where view fence is opted to be installed along a rear boundary of a Lake Front Lot, the view fence shall be located at the top of the slope leading down to the water, as applicable, and should include a gate to accommodate maintenance access.

Refer to Exhibit E for a depiction of the Fence Plan by Phase. Depending on location, the Architectural Reviewer may require an on-site inspection prior to fence construction.

P. Dog Runs. Dog runs must be approved by the Architectural Reviewer prior to installation. The size and location may be restricted. If approved, they shall be commercially manufactured and well maintained. Coated chain-link, galvanized and stainless steel are the only approved materials unless constructed of one of the permitted fence styles.

Q. Patios. All residences are recommended to include covered rear patios. All exterior patios are required to be a minimum of ten feet (10') deep and shall be covered. Covered patios may be a minimum of eight feet (8') deep (or equivalent alternate dimension) where Lot depth is a constraint. Patio covers shall extend to the edges of the patio and be integral to the design and appear as extensions of the architecture of the residence. Patios and covers on corners shall extend past and wrap the corner of the building. All columns must be a minimum size of twelve inches by twelve inches (12" x 12").

R. Landscaping of Small, Medium, and Large Lots. A landscape plan shall be prepared and submitted to the Architectural Reviewer for approval. Although certain minimum standards have been established, additional landscaping is encouraged and may be required by the Architectural Reviewer.

Builders and Owners are encouraged to consider adjacent yards when formulating a landscape plan and to the extent practical, shall blend the Improvements with the neighboring yard landscape Improvements, including planters and berms. The Architectural Reviewer will consider how the proposed landscaping blends with and promoted the overall aesthetics of the site in conjunction with structures. The use of berms

and clustered planting groups such as garden beds with trees, shrubs and flowers are encouraged.

Exterior mounted utility meters, heat pumps, air conditioners, and other such equipment shall be properly screened from view of the street and surrounding homes by landscaping or fencing.

Landscaping in front, rear, and side yards is required to be completed in accordance with these standards within 30 days of substantial completion of the home, except in the event weather makes installation unfeasible, in which case written waiver from the Architectural Reviewer is required.

1. Trees shall be planted in front yards, corner yards and rear yards according to the following minimum standards:

(i) Deciduous trees shall be 2" caliper or larger and evergreen trees shall be 8' high or higher

(ii) An ornamental tree or 5 additional 2-gallon shrubs may be substituted for one of the trees required in the front yard if approved by the Architectural Reviewer.

(iii) A Lot on which the residence is required to have an increased side setback as described in *Section III.B* shall have additional trees planted within such area along the property line provided the width of the side yard is a minimum of ten (10) feet, and such trees shall have a maximum spacing of forty (40) feet.

MINIMUM TREE QUANTITIES			
	Small Lot (<60')	Medium Lot (≥60' & <70')	Large Lot (≥70' & <90')
Front Yard	2 trees, one deciduous tree and one evergreen tree.	2 trees, at least one deciduous tree and one evergreen tree	3 trees, at least one deciduous tree and one evergreen tree
Rear Yard	1 tree per 1500 square feet of rear yard	1 tree per 1500 square feet of rear yard	1 tree per 1500 square feet of rear yard

2. Shrubs shall be planted in the front yards, corner yards and rear yards according to the following minimum standards:

MINIMUM SHRUB QUANTITIES			
	Small Lot (<60')	Medium Lot (≥60' & <70')	Large Lot (≥70' & <90')

Front Yard	Minimum 16-20, 2 gallon or larger shrubs	Minimum 18-22, 2 gallon or larger shrubs	Minimum 20-24, 2 gallon or larger shrubs
Corner Lot Side Yard	Minimum 10, 2 gallon or larger shrubs	Minimum 12, 2 gallon or larger shrubs	Minimum 14, 2 gallon or larger shrubs
Rear Yard	Minimum 8, 2 gallon or larger shrubs	Minimum 9, 2 gallon or larger shrubs	Minimum 10, 2 gallon or larger shrubs

3. Planter beds planted with shrubs and flowers shall cover a minimum of 25% of the front yard, 20% of the side yard on corner lots, and 15% of the rear yard.
4. Except at planter bed locations or side yards, sod shall be laid throughout (excluding driveways, walks, and patios).
5. Sod or turf grass shall be planted covering a minimum of 50% of the front yard and 50% of the rear yard. Artificial turf is prohibited in front yards.
6. Ground cover used in planter beds shall either be a natural wood or soil product with no dyes or color added, or a grey / dark colored perma bark/rock chips no larger than 1 inch in size. There shall be no red, white, or light-colored rock chips.
7. An automatic underground irrigation system shall be installed throughout. Such irrigation system shall include appropriate backflow prevention and utilize zones for landscape with different water demands. Sprinkler systems shall be designed to minimize overspray and are encouraged to incorporate low trajectory spray nozzles.
8. Builders are responsible for installing irrigation and landscaping in the planter strips located between sidewalks and curbs adjacent to their lot if applicable. One street tree shall be planted on each property line within the planter strip, except in restricted areas. Refer to [Exhibit G](#) for a depiction of those Lots where trees are prohibited within the planter strip. Street trees should be selected from the Treasure Valley Tree Selection Guide as appropriate for the proposed location. Trees in the planter strip are in addition to minimum standards. Turf grass shall be planted in the planter strip except where the driveway and street trees are located.
9. Landscape grading shall be designed to produce a graceful contouring; harsh geometric shapes and slopes will not be approved. Mounding or contouring used to add interest to the landscaping must be an appropriate scale in relation to the rest of the yard and be sufficiently compacted and covered to prevent erosion. Any imported soil shall be free of weeds and debris and equal to the quality of the

existing soil on the Lot. Driveway site coverage shall be minimized to provide additional area for landscaping. Gravel pads for parking of vehicles, trailers, etc. are not acceptable.

10. If a raised patio is proposed as part of the landscape, it must be a minimum of three (3) feet from any property line, and the height may not exceed twenty-four (24) inches in order to be considered.

11. Lots backing to a lake edge must also comply with the standards set forth in Section III.T below.

12. In no event shall the landscape and/or grading alter the Lot drainage as approved by the City of Middleton, Idaho. All drainage water must be retained on the Lot or directed off the Lot in accordance with the drainage details attached as Exhibit F; no Lot drainage may be permitted to flow onto or across an adjacent Lot.

Variances to the landscape requirements set forth herein may be granted in cases such as flag lots or pie shaped lots with narrow street frontages. Extensions for completion of landscaping may be granted when weather conditions hamper landscape construction from December 1 through April 1.

S. Landscaping of Duplex & Cluster Lots. A cohesive landscape plan shall be developed and submitted to the Architectural Reviewer for each group of Duplex or Cluster Lots that is accessible from a single shared drive or adjacent drives. Although certain minimum standards have been established, additional landscaping is encouraged and may be required by the Architectural Reviewer. The Architectural Reviewer will consider how the proposed landscaping blends with and promoted the overall aesthetics of the site in conjunction with structures. The use of berms and clustered planting groups such as garden beds with trees, shrubs and flowers are encouraged.

Builders and Owners are encouraged to consider adjacent yards when formulating a landscape plan and to the extent practical, shall blend the Improvements with the neighboring yard landscape Improvements, including planters and berms. Exterior mounted utility meters, heat pumps, air conditioners, and other such equipment shall be properly screened from view of the street and surrounding homes by landscaping or fencing.

Landscaping in front, rear, and side yards of each Duplex or Cluster Lot shall be completed to these minimum standards within thirty (30) days of substantial completion of the residence on such lot, except in the event weather makes installation unfeasible, in which case written waiver from the Architectural Reviewer is required.

1. Trees and shrubs shall be planted in front yards, corner yards and rear yards according to the minimum standards described below.

(i) Deciduous trees shall be 2" caliper or larger and evergreen trees shall be 8' high or higher

(ii) An ornamental tree or 5 additional 2-gallon shrubs may be substituted for one of the trees required in the front yard if approved by the Architectural Reviewer.

(iii) A Lot on which the residence is required to have an increased side setback as described in *Section III.B* shall have additional trees planted within such area along the property line provided the width of the side yard is a minimum of ten (10) feet, and such trees shall have a maximum spacing of forty (40) feet.

DUPLEX & CLUSTER LOT MINIMUM TREE AND SHRUB QUANTITIES		
	Trees	Shrubs
Front Yard	2 trees, one deciduous tree and one evergreen tree.	Minimum 16-20, 2 gallon or larger shrubs
Corner Lot Side Yard	See <i>Section III.S.1(iii)</i> above	Minimum 10, 2 gallon or larger shrubs
Rear Yard	1 tree per 1500 square feet of rear yard	Minimum 8, 2 gallon or larger shrubs

2. Planter beds planted with shrubs and flowers shall cover a minimum of 25% of the front yard, 20% of the side yard on corner lots, and 15% of the rear yard.

3. Except at planter bed locations or side yards, sod shall be laid throughout (excluding driveways, walks, and patios).

4. Sod or turf grass shall be planted covering a minimum of 50% of the front yard and 50% of the rear yard. Artificial turf is prohibited in front yards, but would be considered in rear yards.

5. Ground cover on planter beds shall be rock chips no larger than 1 inch in size and match or be substantially similar in appearance to the boulders reflected in Exhibit H.

6. An automatic underground irrigation system shall be installed throughout. Such irrigation system shall include appropriate backflow prevention and utilize zones for landscape with different water demands. Sprinkler systems shall be designed to minimize overspray and are encouraged to incorporate low trajectory spray nozzles.

7. Builders are responsible for installing irrigation and landscaping in the planter strips located between sidewalks and curbs adjacent to their Lot if applicable. One street tree shall be planted every thirty-five (35) feet within the planter strip along each property line or right-of-way that borders such Lot as applicable. For street tree specifications, contact the design review committee. Trees in the planter strip are in addition to minimum standards. Turf grass shall be planted in the planter strip except where the driveway and street trees are located.

8. Landscape grading shall be designed to produce a graceful contouring; harsh geometric shapes and slopes will not be approved. Mounding or contouring used to add interest to the landscaping must be an appropriate scale in relation to the rest of the yard and be sufficiently compacted and covered to prevent erosion. Any imported soil shall be free of weeds and debris and equal to the quality of the existing soil on the Lot. Driveway site coverage shall be minimized to provide additional area for landscaping. Gravel pads for parking of vehicles, trailers, etc. are not acceptable.

9. If a raised patio is proposed as part of the landscape, it must be a minimum of three (3) feet from any property line, and the height may not exceed twenty-four (24) inches in order to be considered.

10. In no event shall the landscape and/or grading of a Lot alter the Lot drainage as approved by the City of Middleton, Idaho. All drainage water must be retained on the Lot or directed off the Lot in accordance with the approved grading and drainage plans; no Lot drainage may be permitted to flow onto or across any adjacent Lot.

Variances to the landscape requirements above may be granted in cases such as flag lots or pie shaped lots with narrow street frontages. Extensions for completion of landscaping may be granted when weather conditions hamper landscape construction from December 1 through April 1.

T. Lake Front Lots. The rear or side property line of a Lot may be located along a body of water or "lake", and where there is no landscaped common area between the Lot and water's edge, such a Lot may be specifically referred to herein as a "**Lake Front Lot**". (A Lot with landscaped common area between the Lot and a body of water, would not be considered a Lake Front Lot as it pertains to these Design Guidelines.)

As the Property is developed, certain Lake Front Lots may be permitted entry into a lake directly from the Lot, subject to any applicable rules and restrictions. Refer to Exhibit I identifying by phase any Lake Front Lots where direct entry into a lake is permitted.

A grading plan must be included with (a) the architectural submittal and (b) the landscape submittal for each Lake Front Lot when grade changes are proposed or if requested by the Architectural Reviewer. The Architectural Reviewer may require a

grading plan be provided with a submittal for an alteration, reconstruction, modification, and/or addition to the rear yard Improvements, in its discretion.

The overall design of a rear yard should provide a gracious transition between the residence and the water's edge. Refer to [Exhibit J](#) for illustrations of lake edge Improvements and refer to [Exhibit K](#) for illustrated approximate high and low water levels.

The standards described below will apply to proposed Improvements near or along the water's edge on a Lake Front Lot.

1. [Retaining Walls](#). Local, surface select boulders are the preferred material for retaining walls; poured in place concrete will also be considered. Block retaining walls are discouraged but may be approved provided such are designed to be an extension of the residential architecture on the Lot.
2. [Beach Areas](#). A recessed sand "beach front" may be constructed on a Lot, provided it is substantially level and does not exceed 40% of the Lot width at the rear property line. Beach front sand should be natural yellow, tan, or white hues; specialty colors, including black, will not be approved. The sand "beach front" should be setback from the side property line a minimum of five (5) feet.
3. [Docks](#). If direct entry from a Lot into a lake is permitted per [Exhibit I](#), a dock may be considered for such a Lake Front Lot provided the Lot is greater than one-hundred feet (100') wide at the rear property line meeting the water's edge. The Architectural Reviewer may adopt a standard style, color, size, or other dock specification(s). A dock may be constructed of wood or composite wood, such as Trex decking or similar, and should be a natural wood color or other earth tone. White, bright, or very light colors will not be approved.
4. [Diving Boards & Slides](#). Diving boards and/or slides leading into the lake are not permitted.
5. [Patios](#). A patio located near the water's edge is to be harmonious with the lake edge and will be subject to a higher level of scrutiny. Covered structures must be kept within the residential setbacks unless otherwise approved.
6. [Water Levels](#). Water levels are expected to regularly fluctuate by several feet and any vertical portion of a proposed Improvement in or along the water should appear consistent and cohesive both when the water level is high as well as when it is low. Refer to [Exhibit K](#) for illustrated approximate high and low water levels.
7. [Setbacks and Width](#). Patios, retaining walls, docks, and other Improvements, excluding landscape, along the water's edge will typically be required to be setback at least five (5) feet from the nearest side property line and be limited to no more than 40% of the Lot width at the rear property line.

8. Shore Rock. The landscape for each Lake Front Lot shall include local river cobble installed along the water's edge, in a 3" to 8" size blend, available from Premier Aggregates in Emmett, ID (208-901-8189). Shoreline cobble must be the specified size range, and a single size or alternate size/range is not permitted. Boulders along the shore and slope are to match the color/appearance of the river cobble.

9. Shore Planter Bed Cover. Ground cover in planter beds along the rear of the Lot is to match the color of the ground cover used in planter areas elsewhere on the Lot and shall be rock chips (perma bark) between 1" and 1-1/2" in size. Bark chips may not be used in planter beds located along the back of Lot and shore.

10. Grasses. Grasses may be planted from the top of the slope down to the edge of the water, which is subject to seasonal fluctuation. Due to the grade of the slope, fescue is recommended.

11. Boulder Retaining Walls. Owners are encouraged to install boulder retaining walls to create raised planter beds along the water behind such Owner's Lake Front Lot. In addition, the developer may have installed or may install boulder retaining walls for raised planter beds along the water behind some, but not all, Lake Front Lots. Where there is a raised boulder planter bed behind a Lake Front Lot, the initial landscape for such Lot must include the planter area behind such Lot to meet the following minimum standards, which are in addition to any other minimum landscape requirements on the Lot:

(iv) At least one tree is to be planted meeting or exceeding the minimum tree size for the type (evergreen or deciduous) as specified in *Section III.R*;

(v) Plant at least one (1) shrub per one-hundred (100) square feet of planter area or a minimum of five (5) shrubs, whichever is greater, and such shrubs shall be two-gallon size or larger;

(vi) Unplanted areas are to be covered with ground cover as described in *Section III.T.9* above.

12. Appearance of Lake Edge. Each Owner of a Lake Front Lot is responsible for maintaining the water's edge adjacent to or along the Lot in a sightly manner, removing any trash or debris, weed abatement, and replacing rock as necessary.

Direct lake entry will not be allowed from all Lake Front Lots, and where permissible, the accessibility to a lake from a Lot may vary throughout a year and/or change over time. Not all Lake Front Lots will have water's edge along the entirety of the adjacent Lot boundary. If there is any dispute as to whether a Lot is considered a Lake Front Lot or whether direct entry to a lake from a Lot may be permitted, the Architectural Reviewer's decision shall be final, conclusive, and binding.

U. **Lakes, Generally.** Each Lot Owner must follow all applicable rules and standards set forth by the Association for each individual lake, without exception. Physical entry and/or recreational activities in or on the water, (e.g. swimming, boating, rafting, paddle boarding, kitesurfing, jet-skiing) may be permitted on some, but not all, of the community lakes. Dumping of trash, debris, dirt (to include any spoils from regrading or excavation), or other materials into a body of water is strictly prohibited. Owners may not introduce or allow any foreign substance or additive, including fertilizers, that may alter the water quality to enter any body of water.

V. **Boulder Retaining Walls.** A well-designed natural boulder retaining wall brings a thoughtful, natural element to a landscape concept. Local, surface select boulders are the preferred material for retaining walls; poured in place concrete will also be considered. Block retaining walls are generally discouraged but may be approved in side yards, or provided such are designed to be an extension of the residential architecture on the Lot. If proposed, boulder retaining walls are to be comprised of surface select boulders to match the boulders shown in Exhibit H. Boulder retaining walls are to be substantially similar in design and appearance those seen in Exhibit H. General design principles for boulder retaining walls include:

1. Locate each rock to have a minimum of three bearing points, two in front and one in back;
2. Place each rock so it is in contact with at least two rocks below it;
3. Avoid continuous vertical seams or “columns” of rocks;
4. Avoid continuous horizontal planes in the rockery;
5. Use larger base rocks than used in the upper rocks;
6. Incline rocks back into the slope;
7. Use smaller rocks (“chink rocks”) to fill in voids; and
8. Select rocks free from obvious signs of distress, (e.g. fracturing, disintegrating).

Where boulders are used for slope stabilization, the boulders must be naturally spaced and installed so that the lower circumference is in contact with the grade. Additionally, plants that have a strong root system to help lock soil into place should be incorporated around and between boulders, such as approved vines, grasses, and annual flowering plants.

All retaining walls should be designed to accommodate proper lot drainage and control surface water as necessary. Each Owner is solely responsible for obtaining any engineering and/or governmental approvals that may be necessary.

W. Exterior Lighting. Exterior lighting that is visible from streets, neighboring lots or Common Areas must have a concealed light source (e.g. covered, shielded) and shall not illuminate neighboring properties. Exterior light fixtures may cast light upward only if they are located under a roof and the beam of light does not extend beyond such roof. Exterior lighting shall be harmonious with the building design. Individual lights are limited to 100 watts. All exterior lighting must be identified on the submittal and is subject to approval by the Architectural Reviewer.

Exterior security lighting will be permitted provided the following standards are met:

- (i) Security lighting shall be limited to lighting that is triggered by motion on such Lot and may not be triggered by motion on neighboring properties.
- (ii) Such lighting shall not be directed at any neighboring properties and shall be mounted no higher than ten feet (10') above ground.
- (iii) The motion detector shall be programmed to shut off the light(s) no longer than five (5) minutes after motion is detected and the light has been illuminated.

X. Mailboxes. Mailboxes shall be in cluster boxes provided by the HOA and may be subject to a mailbox fee.

Y. Miscellaneous Equipment and Signage.

1. Satellite Dishes. A satellite dish should be located in consideration of neighbors and potential views. Wherever possible, the satellite dish should be installed on a rear corner of the home, in a location selected to minimize visibility from common areas and streets. Satellite dishes are prohibited on the front of the home or within the front yard. If mounted on a building, the top of the satellite dish may not exceed the highest part of the nearest roof. In the absence of adequate reception in such a location described, the Owner may request approval for an alternate location. Other types of antennae are generally not permitted unless approved.

2. Basketball Equipment. Basketball backboards and hoops are not permitted on the roof or walls of the residence. Basketball hoops with glass or plexiglass backboards may be installed on fixed poles adjacent to a driveway but are encouraged to be installed in less prominent areas such as rear or side yards. Moveable basketball hoops are not permitted in front yards.

3. Signs. An Owner may not display signs to public view without advance approval from the Architectural Reviewer, except as described below.

- (i) One (1) commercially manufactured sign indicating the residence is for sale or lease may be placed on the applicable Lot without advance

approval from the Architectural Reviewer, provided the dimensions do not exceed three (3) feet by two (2) feet;

(ii) Up to a maximum of two (2) commercially manufactured signs in support of or in opposition to a candidate for public office or a ballot measure, provided the criteria below is met.

- a. The sign(s) may not exceed two (2) feet in height or width;
- b. Sign(s) may be displayed no earlier than twenty-one (21) days prior to the date voting takes place for the associated election or ballot measure;
- c. Any such sign displayed on an Owner's Lot must be applicable to the voting district in which the Lot is located; and
- d. The sign(s) must be removed within three (3) days after such election date.

Additional rules and standards related to signs are set forth in the Declaration.

IV. CONSTRUCTION STANDARDS

A. Condition of Lot. An Owner or Builder shall inspect the Lot prior to purchase and construction of Improvements for condition of all utilities, location of property pins, and general conditions and report any defects or damages to the developer. Unless otherwise notified, all Improvements shall be considered in good repair and all damages or deficiencies thereafter shall be the sole responsibility of the Owner or Builder.

The developer or its engineer shall relocate missing property pins, utility connections or sewer markers, that cannot be located by ordinary inspection (including light digging to uncover buried pins or markers) prior to closing or commencement of construction. Resetting property pins or locating pressure irrigation, utility services, or sewer markers after possession will carry a minimum charge of Two Hundred and No/100 Dollars (\$200.00) from the developer.

B. Excavation. Excavators are required to contact Dig Line at 208-342-1585 prior to commencing excavation on the Lot. Lots shall be excavated in a manner that will not adversely impact neighboring Lots. Excess dirt shall be removed from the community and may not be deposited or dumped on other Lots, Common Areas, any portion of the community or any other vacant ground slated for future development.

C. Elevation of Foundations. Unless otherwise approved, foundations shall be set a maximum of eighteen inches (18") to twenty-four inches (24") above the back of the curb

elevation. An Owner or Builder shall take all necessary steps in setting the foundation elevation to ensure that drainage onto neighboring properties will be eliminated. All drainage from a Lot will be retained on site or drained into the adjoining street. It is the responsibility of the Builder to ensure proper elevations as it relates to the base flood elevation and any code or requirement related to the elevation of a home, if applicable.

D. Timeline to Complete Construction. Upon commencement of construction, the construction of the Improvements shall be diligently pursued in accordance with the submittal approved by the Architectural Reviewer, including all conditions of approval. Construction shall be completed within one (1) year from date construction commences. The Architectural Reviewer may require a completion deposit and such funds may be used toward any construction related violations, including to return the Lot to its original condition as described below.

If construction is not completed within one (1) year from the date construction commences and an Owner or Builder is not diligently pursuing completion (with no activity on site for thirty (30) days), the Architectural Reviewer and/or _____ HOA shall have the option to require the Owner and/or the Builder to return the Lot to its original condition within twenty (20) days. If an Owner and/or Builder has not returned the Lot to its original condition within the timeframe required, the Architectural Reviewer and the _____ HOA has the right to immediately access the site and return the Lot to its original condition at the Owners and/or Builder's expense. Should any applicable completion deposit not be sufficient to cover the associated expense of such corrective action, any remaining amount due shall earn interest at the rate of eighteen percent (18%) per annum and may be assessed against the Owner and/or Builder as an Individual Assessment as contemplated by the Declaration.

E. Lot Drainage. The Owner and/or Builder are responsible for constructing and/or maintaining proper Lot grading and drainage in accordance with the grading and drainage plans approved by the City of Middleton, Idaho both during and after any construction, including, but not limited to, landscape. All water on a Lot shall be directed to the street and/or retained on such Lot, and no Lot is permitted to drain onto an adjacent Lot. The grading and drainage detail(s) as may be applicable are attached hereto as Exhibit F.

Modifications to the approved grading and drainage plans approved by the City of Middleton will require approval by the Architectural Reviewer prior to modifications taking place. Builder and/or Owner assumes responsibility for such modifications.

F. Construction Standards and Jobsite Maintenance. It is important to the community and the Declarant that the community experience is a positive one for all Builders, contractors, Owners and their guests. In order to facilitate such, any entity and/or individual performing work within the community shall comply with the guidelines set forth below.

1. Washout of concrete trucks and equipment will be performed outside of the subdivision or in a designated concrete washout area. Developer will determine a location and provide direction to the concrete washout area within the community. Contractors are required to utilize this area to clean concrete trucks, pumpers, or other concrete coated equipment if washed within the subdivision.
2. Construction shall not begin prior to 7:00 a.m. or continue after sunset; however, during the mid-summer months (June-August), contractors may begin as early as 6:00 a.m. as long as they are sensitive to Owners and Occupants and comply with all applicable jurisdictional and municipal requirements and laws.
3. Jobsites shall be tidied up and free of debris each evening and prior to each weekend. Each Builder shall provide a trash bin and/or dumpster at the jobsite. Jobsite trash or debris that may be scattered by wind shall be properly contained in trash bins and/or dumpsters or by other means. Builders and Owners who fail to maintain the Lot in an orderly manner or allow construction debris to clutter surrounding properties may be subject to appropriate action from the Architectural Reviewer or the _____ HOA.
4. Temporary toilets, construction equipment, and construction material shall be contained within the Lot boundaries.
5. All vehicles will be parked within the Lot boundaries or on public streets adjacent to the jobsite and shall not block traffic, mailboxes, or otherwise interfere with existing Owners or Occupants.
6. Dogs shall not be allowed at the construction site.
7. Inappropriate language, shouting, or other inappropriate behavior will not be allowed.
8. Radios or other music must be kept to a minimum volume and should not be audible outside of the Lot limits.
9. Power and water must not be used from existing residences without permission from the Owner.
10. All personnel shall comply with the maximum speed limit within the community. Speeding or unsafe driving will not be tolerated.
11. Streets shall remain free from dirt, gravel, or other excavation material and shall be maintained by the Owner or Builder in a clean and orderly manner. Washing of equipment or materials may not occur in the street or any Common Areas.

12. Materials or equipment may not be stored on any other Lot or Common Area. Access to a Lot across any other Lot or Common Areas is prohibited.

13. Contractors shall be fully clothed at all times, including, but not limited to, shirts and footwear. Notwithstanding the foregoing, attire shall be appropriate for the work being performed.

14. Appropriate safety equipment including, but not limited to, hard hats, safety eyewear, and high visibility clothing, shall be used while work is being performed.

15. No fires are permitted anywhere in the community for the purpose of construction.

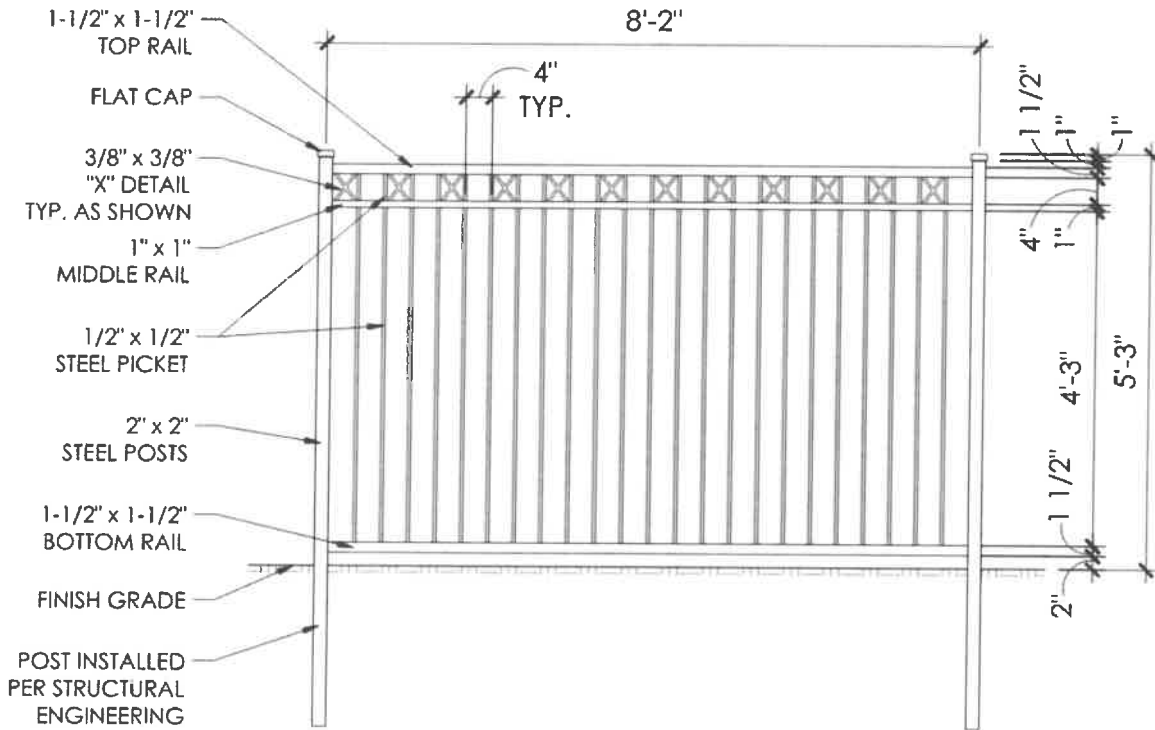
16. At their own discretion, Builders may seek a Temporary Right-of-Way Use Permit from the City of Middleton to temporarily block the sidewalk in front of a residence under construction. For more information and specific requirements, please call _____.

G. Complaints. Any complaints will be conveyed to the applicable Builder or Owner, and each Builder or Owner will be held responsible by the Architectural Reviewer to ensure their contractors and subcontractors remain compliant with these Design Guidelines at all times.

**EXHIBIT A.
VIEW FENCE**

Manufacturer: Boise River Fence

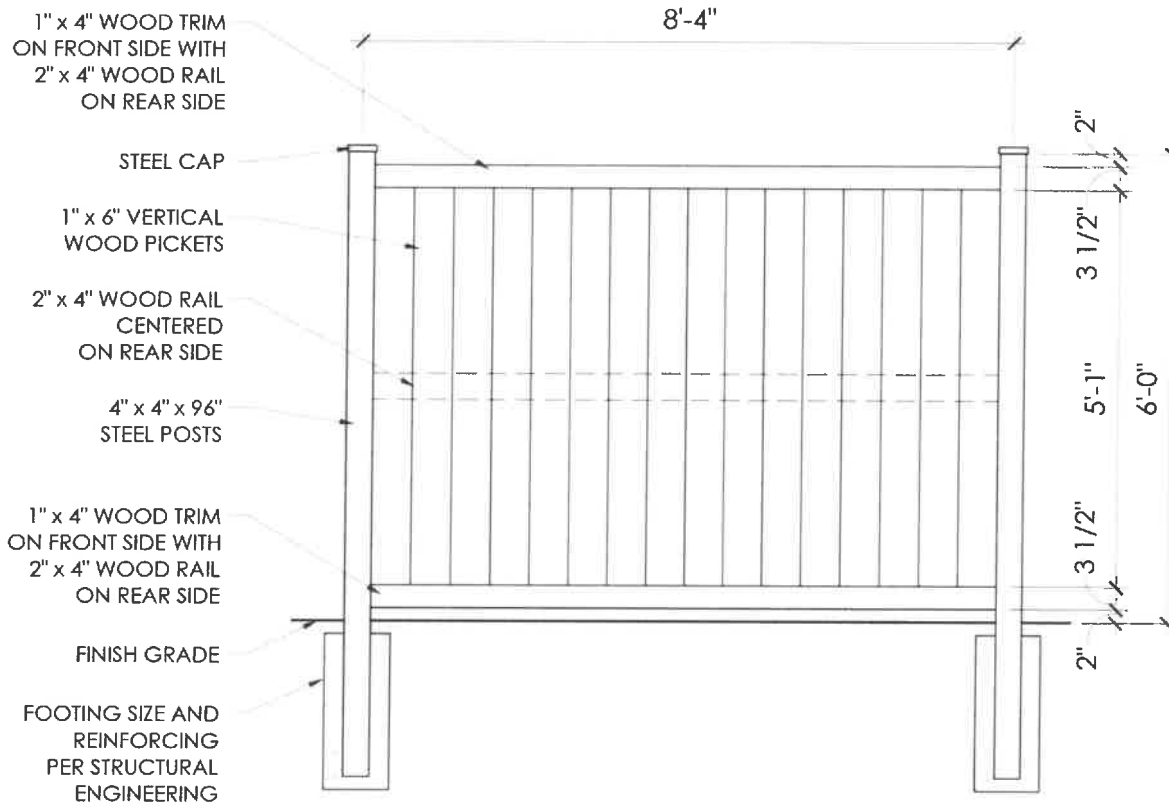
Product: M3 Wrought Iron



NOTE:
ALL METAL TO BE FINISHED WITH POWDER COAT COLOR "RUST TEXTURE
T091-BR47" BY CARDINAL.

**EXHIBIT B.
BUILDER/OWNER SCREEN FENCE**

Manufacturer: Boise River Fence
Product: M3 Custom Picture Frame Cedar with Steel Posts

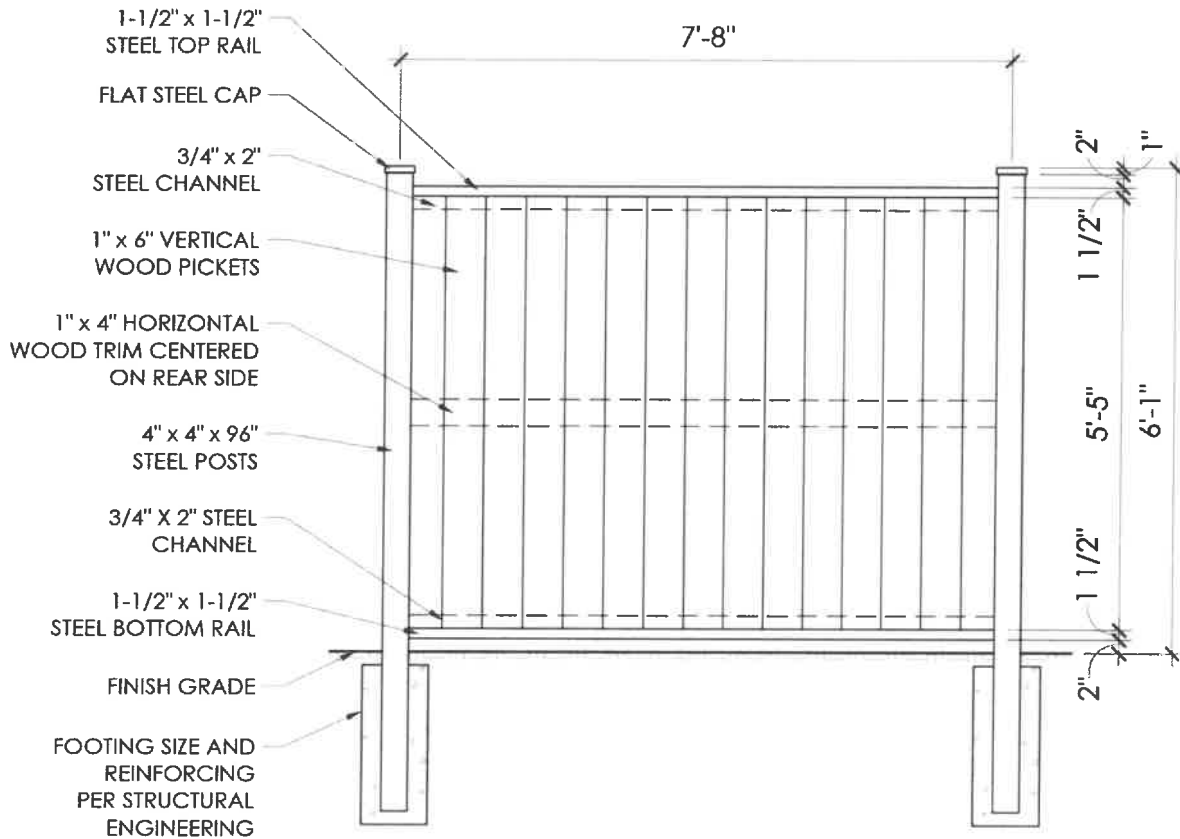


NOTES:

1. ALL METAL TO BE FINISHED WITH POWDER COAT COLOR "RUST TEXTURE T091-BR47" BY CARDINAL.
2. ALL WOOD TO BE STAINED WITH STAIN COLOR "PECAN" BY READY-SEAL.

**EXHIBIT C.
DEVELOPER SCREEN FENCE**

Manufacturer: Boise River Fence
Product: M3 Vertical Privacy 2.0

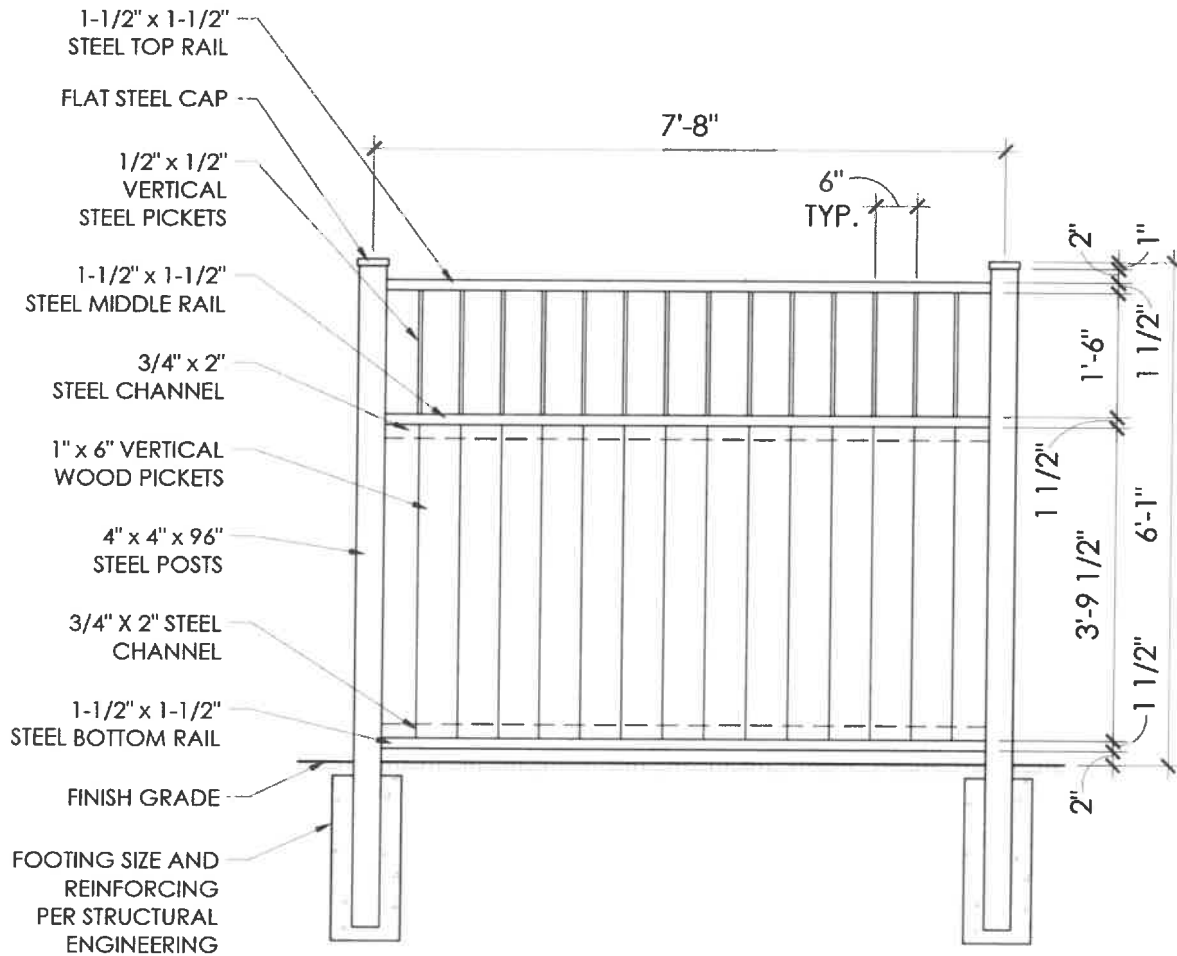


NOTES:

1. ALL METAL TO BE FINISHED WITH POWDER COAT COLOR "RUST TEXTURE T091-BR47" BY CARDINAL.
2. ALL WOOD TO BE STAINED WITH STAIN COLOR "PECAN" BY READY-SEAL.

**EXHIBIT D.
DEMI-SCREEN FENCE**

Manufacturer: Boise River Fence
Product: M3 Picket Top Privacy 2.0



NOTES:

1. ALL METAL TO BE FINISHED WITH POWDER COAT COLOR "RUST TEXTURE T091-BR47" BY CARDINAL.
2. ALL WOOD TO BE STAINED WITH STAIN COLOR "PECAN" BY READY-SEAL.

EXHIBIT E.
FENCE PLANS BY PHASE

**EXHIBIT F.
FINAL LOT GRADING & DRAINAGE DETAILS**

All excess surface water on any Lot shall be directed to the street in accordance with the below detail and/or retained on such Lot, and no Lot is permitted to drain onto an adjacent Lot or Common Area.

Detail 1 – All Lots

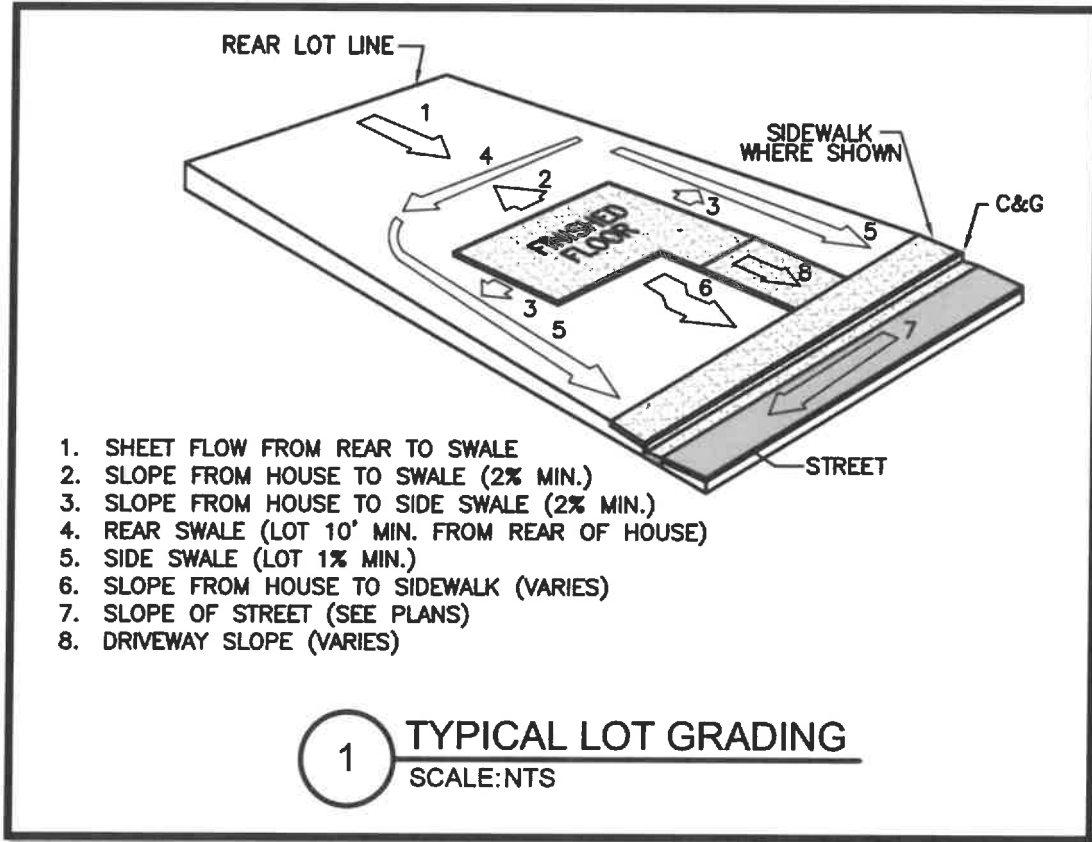


EXHIBIT G.
PLANTER STRIP TREE PLANTING RESTRICTIONS

EXHIBIT H.
ROCK COLOR/TYPE & BOULDER WALL DESIGN EXAMPLES

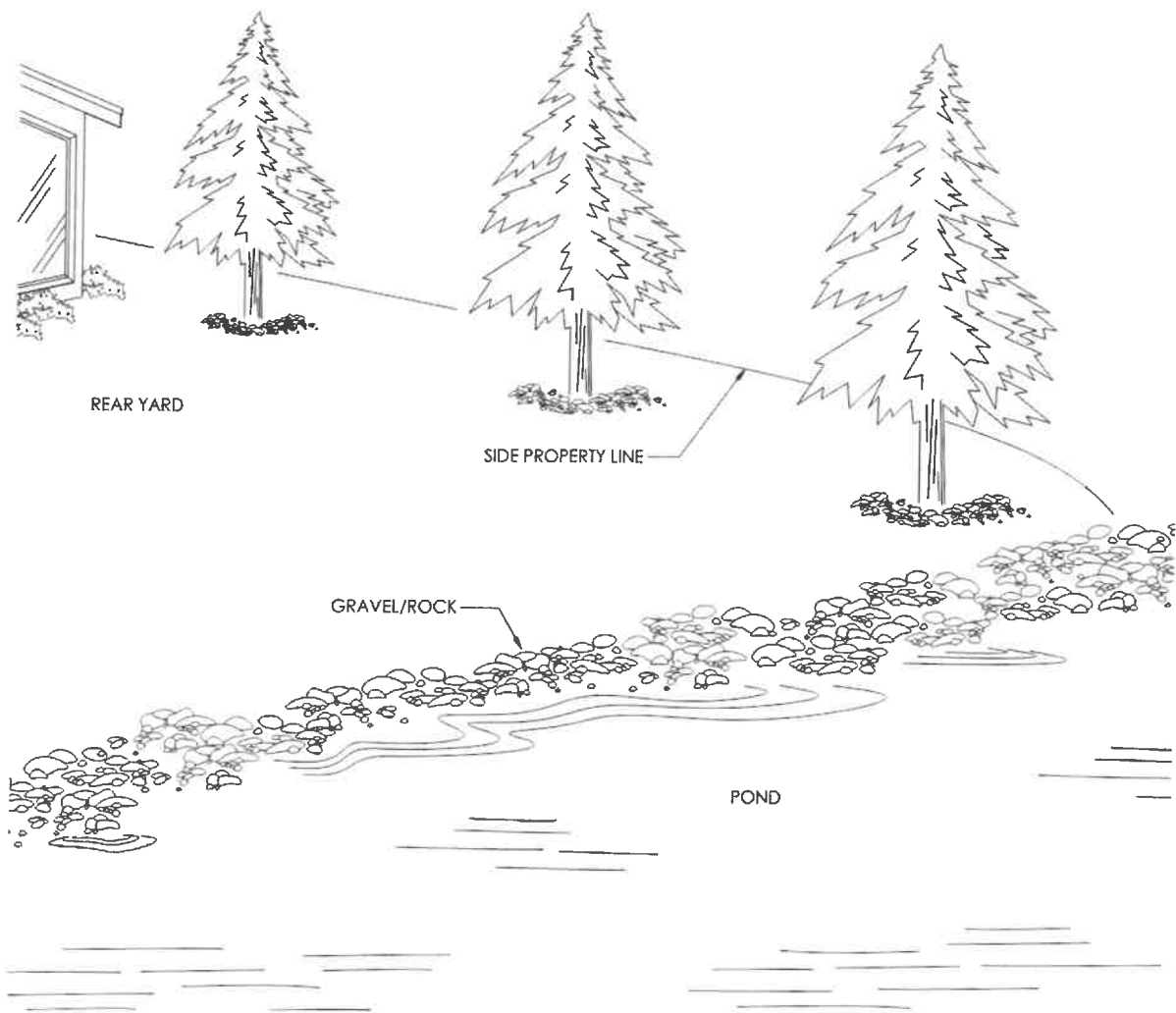
Rock chips, rip-rap, and boulders, including boulders used for retaining, are to match or be substantially similar to the rock color/type shown below. Additionally, boulder retaining walls shall be substantially similar in design and appearance as those constructed below.



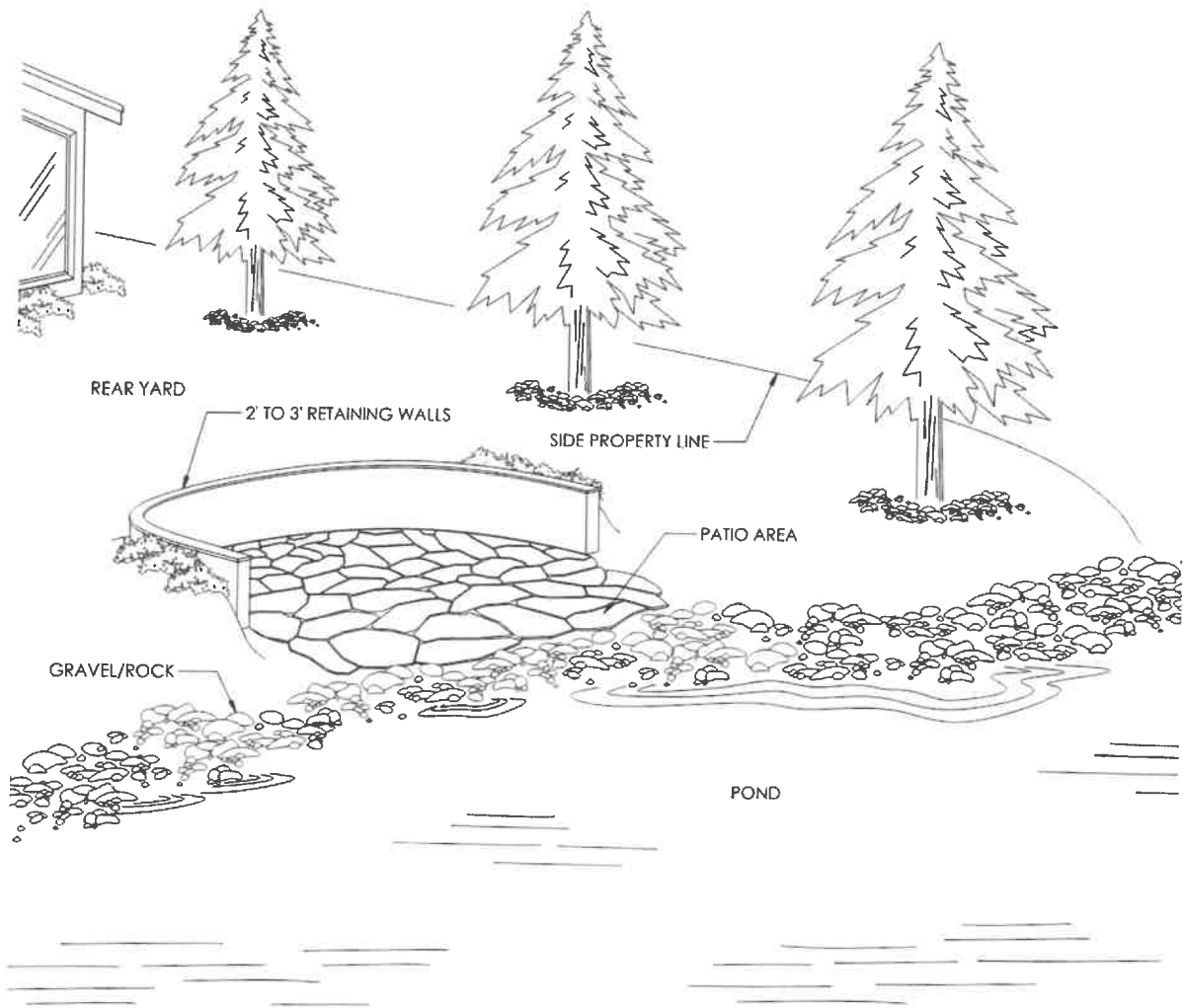
EXHIBIT I.
DIRECT ENTRY LAKE FRONT LOTS BY PHASE

EXHIBIT J.
LAKE EDGE IMPROVEMENTS

Cobble Along Edge of Water



Recessed Patio by Water's Edge



Recessed Sand "Beach" at Water's Edge

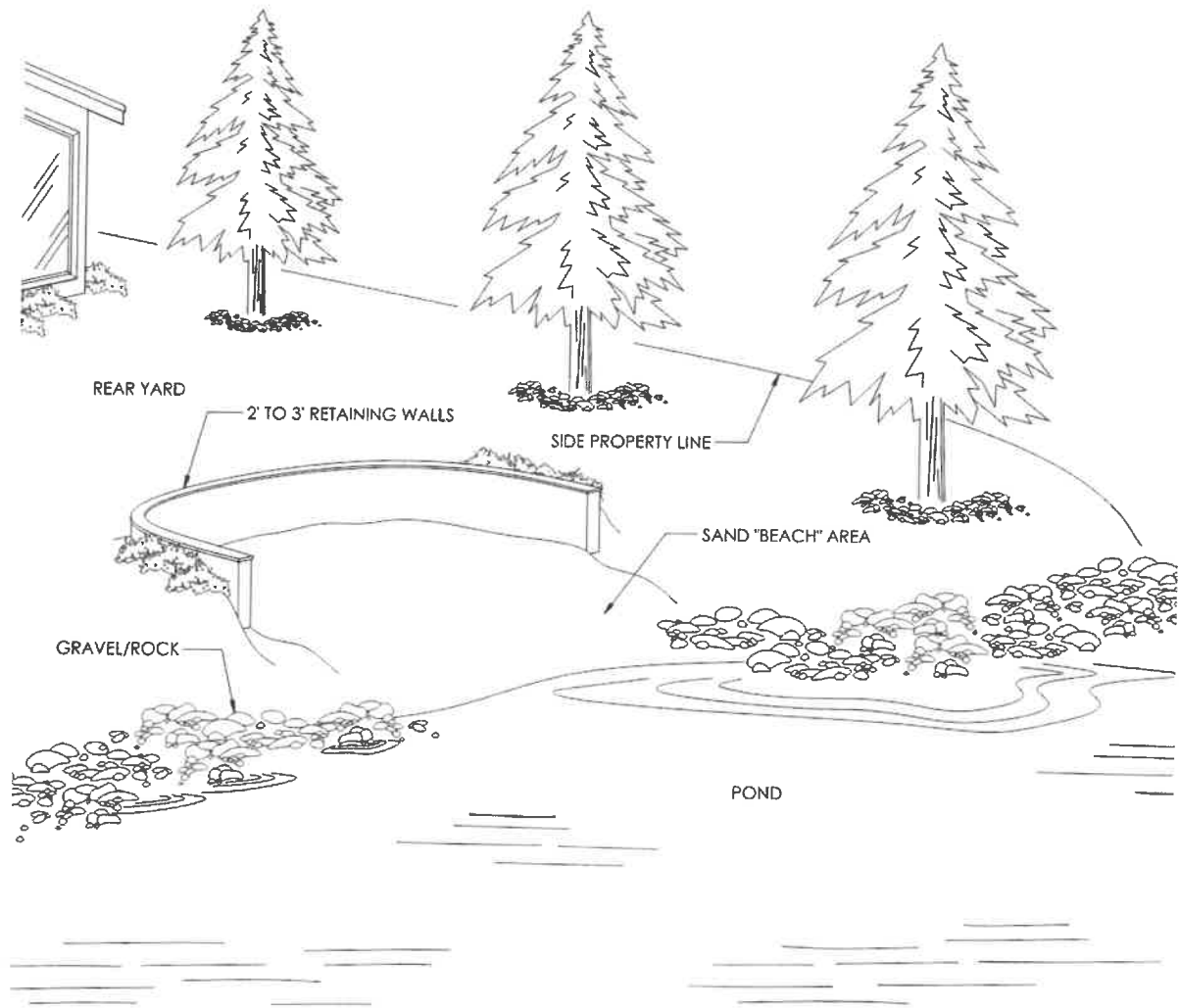
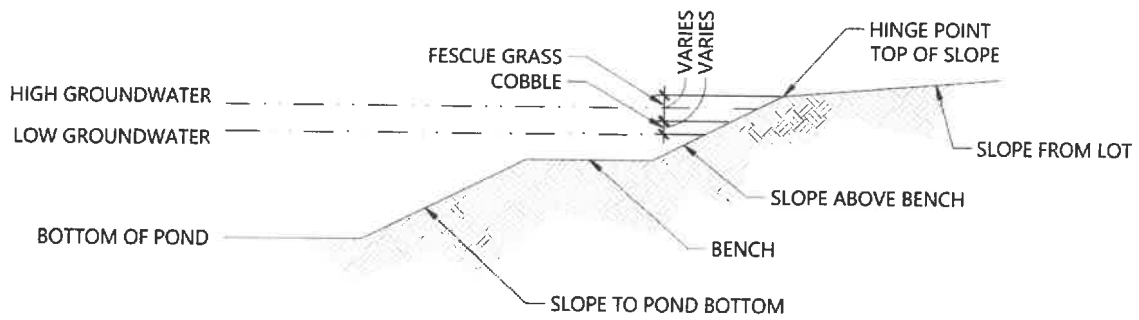


EXHIBIT K.
POND WATER LEVEL ILLUSTRATIONS & TYPICAL CROSS-SECTION

*Illustrative use only. Water levels shown are approximate.
Actual water levels and conditions will vary and are subject to change over time.*

TYPICAL CROSS-SECTION - ALL PONDS



ATTACHMENT 1.
APPLICATION FOR DESIGN REVIEW

Part 1 - Design Review Application

Submittal Type:

- | | |
|----------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Initial Design Review Submittal | <input type="checkbox"/> Substantially Revised Submittal |
| <input type="checkbox"/> Alteration Submittal | <input type="checkbox"/> Other: _____ |

Owner / Builder Information:

Builder _____	Email _____	Phone _____
Address _____		Zip _____
Owner _____	Email _____	Phone _____
Address _____		Zip _____

Site Information:

Project Address _____

Lot/Block/Sub Number _____ Lot Width at Front Setback _____

Proposed Plan Information:

Building Height _____ Number of Stories _____ Plan Name or # _____

Gross Square Feet (SF):

First Floor _____

Second Floor _____

Other _____

Total: _____

Finished Square Feet (SF):

First Floor _____

Second Floor _____

Other _____

Total: _____

Exterior Materials and Colors:

Roof _____

Main Body _____

Windows/Doors _____

Fascia _____

Stone/Brick _____

Trim _____

Other _____

Proposed Improvements Included in Submittal:

- | | | |
|---------------------------------------------|-------------------------------------------|--------------------------------|
| <input type="checkbox"/> Residential Plan | <input type="checkbox"/> RV Garage | <input type="checkbox"/> Solar |
| <input type="checkbox"/> Accessory Building | <input type="checkbox"/> Detached Storage | |

Part 2 – Design Review Checklist

Each of the items listed below must be submitted along with this completed Application. This is not a complete list of submittal requirements; please refer to the applicable section of the Design Guidelines for specific guidelines and submittal requirements. The Architectural Reviewer may request additional information at its sole discretion, and no submittal is considered complete until all requested items have been received.

- 1. Application. Each submittal shall be accompanied by this completed Application
- 2. Site Plan - Show the Lot boundary, the proposed location of all Improvements (including, but not limited to, all structures, driveways, sidewalks, fences, dog runs, patios, decks, outdoor lighting, utility meters, mechanical equipment, etc.), all easements, and all proposed setbacks. Include a roof plan as part of the site plan if a separate roof plan is not submitted. Use arrows to indicate the proposed grading and drainage flows off the Lot and away from the residence and adjacent Lots. (Minimum scale of 1/8" = 1'-0".)
- 3. Roof Plan(s) - Depict masses, ridgelines, and roof pitches and include pertinent dimensions (e.g. gable span, overhang depths) if not provided elsewhere. Show the locations of any roof drains or scuppers, as applicable. The roof plan may be included on the site plan in lieu of a separate roof plan. (Minimum scale of 1/8" = 1'-0".)
- 4. Floor Plan(s) - Include the per floor square feet and total finished square feet of the residence, exclusive of garages, covered patios, storage areas, etc. Show exterior residential lighting locations and specifications. Provide exterior dimensions on all plans. (Minimum scale of 1/4" = 1'-0".)
- 5. Building Elevations - Illustrate front, rear and side views, showing the maximum building height and include proposed exterior finish material descriptions. (Minimum scale of 1/8" = 1'-0".)
- 6. Specifications - Include the specifications and descriptions of any proposed exterior materials, finishes, equipment, etc.
- 7. Exterior Materials and Colors - Provide exact color samples of proposed exterior material colors, (e.g. paint, stain). Samples of all other materials (e.g. brick, stone) shall be shown on the elevations. All proposed exterior materials and colors shall be identified by name, number, color, and manufacturer.
- 8. Landscape Plan - Show the proposed landscape layout including elevations and dimensions as applicable, along with any proposed fencing, landscape lighting, and a legend of the plant types, sizes and quantities. Use arrows to indicate the proposed grading and drainage away from the proposed residence and adjacent Lots. It is preferred that the landscape plan be submitted with the initial submittal, but it may be submitted up to sixty (60) days after the initial submittal. (Minimum scale of 1/8" = 1'-0".)
 - Please mark this box if the landscape plan will be submitted separately.
- 9. Design Review Fee – If not already paid, include the applicable design review fee and mark the box below indicating the applicable fee type pursuant to *Section II.A.9*.
 - Initial design review fee - \$450
 - Additional design review fee - \$250

EXHIBIT E
Approved Modifications to Code

Original Code	Redline Changes to Code
<p>4-1-1.H (Driveways)</p> <p>All lots shall front upon a public road unless otherwise approved by the City. Residences having a garage shall have a hard surface of concrete or asphalt driveway and approach with a width at least equal to the garage width that extends from the garage to the abutting public road. Driveways from garages not facing the street shall be a minimum twelve feet (12') wide between the garage and publicly maintained roads.</p>	<p>All lots shall front upon a public road <u>or approved private road</u>, unless otherwise approved by the City. Residences having a garage shall have a hard surface of concrete or asphalt driveway and approach with a width at least equal to the garage width that extends from the garage to the abutting public road. Driveways from garages not facing the street shall be a minimum twelve feet (12') wide between the garage and publicly maintained roads.</p>
<p>5-4-7.A.3 (Final Plat – Letter of Credit)</p> <p>The City may accept an irrevocable letter of credit, cashier's check or other guarantee in the amount of one hundred fifty percent (150%) of the estimated costs to ensure completion of only landscaping and irrigation system improvements in the event that inclement weather precludes the successful installation of landscaping and irrigation.</p>	<p>The City may accept an irrevocable letter of credit, cashier's check or other guarantee in the amount of one hundred fifty percent (150%) of the estimated costs to ensure completion of <u>only landscaping, and irrigation system and fencing</u> improvements <u>for reasons that may include in the event that</u> inclement weather <u>that</u> precludes the successful installation of landscaping and irrigation.</p>
<p>5-4-10-2.D.2 (Roads)</p> <p>All other roads in the City are considered local roads and shall have a half road width of twenty five feet (25') and a total right-of-way width of fifty feet (50') or as determined by the City, provided that a ten foot (10') permanent utility easement is given along each side of the right-of-way line. Roads with fifty foot (50') rights-of-way shall have a right-of-way allowance for a minimum of twenty foot (20') curb radii and pedestrian ramps at the intersections.</p>	<p>All other Interior roads in the City Quarry East are considered local roads and shall have a half road width of twenty five feet (25') and a total right-of-way width of fifty feet (50') <u>forty-seven feet (47')</u> or as determined by the City, provided that a ten foot (10') permanent utility easement is given along each side of the right-of-way line. Roads with fifty foot (50') rights-of-way shall have a right-of-way allowance for a minimum of twenty foot (20') curb radii and pedestrian ramps at the intersections.</p>

<p>5-4-10-2.E (Cul-De-Sac Roads)</p> <p>Cul-de-sac roads shall terminate in a circular turnaround with a right-of-way radius of at least fifty feet (50'). The City may approve an equally convenient form of turning space where extreme conditions justify. The maximum length shall be six hundred feet (600') from the entrance to the center of a turnaround.</p>	<p>Cul-de-sac roads shall terminate in a circular turnaround with a right-of-way radius of at least fifty feet (50'). The City may approve an equally convenient form of turning space where extreme conditions justify. The maximum length shall be six hundred feet (600') <u>one thousand feet (1,000')</u> from the entrance to the center of a turnaround.</p>
<p>5-4-10-2.H.2 (Road Intersections and Alignments)</p> <p>Where any road deflects at an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector roads and one hundred twenty five feet (125') for local roads.</p>	<p>Where any road deflects at an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector roads and one hundred twenty five feet (125') <u>forty-five feet (45')</u> for local roads, <u>subject to approval by Caldwell Fire.</u></p>
<p>5-4-10-3.A.1 (Block Lengths and Design)</p> <p>Block lengths shall not exceed one thousand one hundred feet (1,100') as measured along the road centerline from centerline intersection to centerline intersection.</p>	<p>Block lengths shall not exceed one thousand one hundred feet (1,100') <u>one thousand seven hundred feet (1,700')</u> as measured along the road centerline from centerline intersection to centerline intersection.</p>
<p>5-4-10-4.A (Lot Requirements: Lot Design)</p> <p>Lot Design: The lot size, width, depth, shape and orientation and minimum setback lines shall comply with the minimum requirements of the zoning regulations of the City as shown in section 5-4-1, Table 2 of this chapter. Lot lines shall be at right angles from the front, side and back property lines, unless otherwise approved as part of a preliminary plat.</p>	<p>Lot Design: The lot size, width, depth, shape and orientation and minimum setback lines shall comply with the minimum requirements of the zoning regulations of the City as shown in section 5-4-1, Table 2 of this chapter, <u>unless otherwise approved by the City in connection with any preliminary plat, variance request, or in connection with an approved development agreement.</u> Lot lines shall be at right angles from the front, side and back property lines, unless otherwise approved as part of a preliminary plat.</p>

<p>5-4-10-4.C (Lot Requirements: Lot Access)</p> <p>Lot Access: All lots shall front on paved public roads, and no lots shall have direct access to collectors, boulevards, or arterials, unless otherwise approved by the City.</p>	<p>Lot Access: All lots shall front on paved public roads, and nNo lots shall have direct access to collectors, boulevards, or arterials, unless otherwise approved by the City.</p>
<p>5-4-10-2.F (Dead End Roads)</p> <p>Dead End Roads: Dead end roads will not be approved except in locations designated by the City as necessary to future extensions in development of adjacent lands. In any case, a dead end road serving more than four (4) lots shall provide by easement a temporary turning circle with a fifty foot (50') radius or other acceptable design to accomplish adequate access. Turnaround to be improved with an all weather surface meeting the requirements of the International Fire Code.</p>	<p>Dead End Roads: Dead end roads will not be approved except in locations designated by an applicant and approved by the City as necessary to future extensions in development of adjacent lands. In any case, a dead end road serving more than four (4) lots shall provide by easement a temporary turning circle with a fifty foot (50') radius or other acceptable design to accomplish adequate access. Turnaround to be improved with an all weather surface meeting the requirements of the International Fire Code.</p>

EXHIBIT F
Street Standards
(Modifications from ISPWC)

Original Code	Redline Changes to Code
<p>B.</p> <p>Improved Section: All improved sections classified as local roads shall have widths from back-of-curb to back-of-curb of thirty-eight (38) feet. Developments that submit improved sections different from the standard may be evaluated and approved on a case-by-case basis</p>	<p>B.</p> <p>Improved Section: All improved sections classified as local roads shall may have widths from back-of-curb to back-of-curb of <u>thirty-three (33)</u> feet <u>minimum</u>. Developments that submit improved sections different from the standard may be evaluated and approved on a case-by-case basis. <u>Private streets must meet the minimum street section of 3" of asphalt, 6" of road mix, and 15" of pit run or meet the City's adopted local roadway section if different than above.</u></p>
<p>4. Private Lane</p> <p>A. A private lane may be constructed to access up to 3 (3) single-family residences. Private lanes will be reviewed on a Case -by-case basis and specifically approved b y the City. Private lanes will not be allowed to access more than three (3) single-family residences.</p>	<p>4. Private Lane</p> <p>A. A private lane may be constructed to access up to <u>four (4)</u> single-family residences. Private lanes will be reviewed on a Case -by-case basis and specifically approved by the City. Private lanes will not be allowed to access more than <u>four (4)</u> single-family residences.</p>
<p>6.</p> <p>D. Valley Gutters: Valley gutters shall be a minimum of 10" thick and 4'-0" wide with #4 rebar longitudinal at 12" on center and #4 rebar on both ends and in the middle. Valley gutter base shall be a minimum of 6" thick of three-quarter inch (3/4") crushed aggregate gravel placed as specified in Section 802 ISPWC.</p>	<p>D. Valley Gutters: Valley gutters shall be a minimum of 10" thick and 4'-0" wide with #4 rebar longitudinal at 12" on center and #4 rebar on both ends and in the middle. Valley gutter base shall be a minimum of 6" thick of three-quarter inch (3/4") crushed aggregate gravel placed as specified in Section 802 ISPWC. <u>If a narrower valley gutter is requested, the revised width will be approved if conveyance capacity is adequate.</u></p>
<p>7.</p> <p>D.</p> <p>3. Tree Planting of any type is prohibited within ten feet (10') of any seepage bed or sand filter facility, structure, piping system, fire hydrant or utility box.</p> <p>4. Class I, class II, and class III trees (listed in Appendix A) may be planted a minimum of five (5') away from sidewalk. All other trees not listed shall be planted at least fifteen (15') feet behind the back of the sidewalk.</p>	<p>7.</p> <p>D.</p> <p>3. Tree Planting of any type is prohibited within ten feet (10') of any seepage bed or sand filter facility, structure, piping system, fire hydrant or utility box.</p> <p><u>4. Class I, Class II, and Class III trees in Appendix B may be planted a minimum of three (3') away from sidewalk with the installation of root barriers and 4' without root barriers. All other trees not listed shall</u></p>

	<u>be planted at least fifteen (15') feet behind the back of the sidewalk.</u>
<p>10. <u>Street lights</u> A. Street lights shall be installed at intersections, cul-de-sacs and at a maximum of 400-foot intervals, or as sufficient to support safety for all users, including pedestrians and non-motorized users.</p>	<p>10. <u>Street lights</u> A. Street lights <u>on private streets</u> may be shall be installed at intersections, cul-de-sacs and at a maximum of 400-foot intervals, or as sufficient to support safety for all users, including pedestrians and non-motorized users. <u>Alternative styles or aesthetics of street lights may be permitted on private streets with prior review and approval of the City Engineer, but must otherwise meet dimensional standards.</u></p>
<p>11. Street Signs. Post shall be type E-1 as shown in SD-1 130 of the ISPWC with 14-gauge wall thickness. Street signs shall be in conformance with Manual on Uniform Traffic control Devices and shall be a nine-inch (9") blank, six-inch (6") all capital lettering, no border, with retro-reflective, high intensity background, with the street type superscript (upper right). Submit a shop drawing to the City for approval. Speed limit signs shall be installed by the devoper-20 mph for subdivision roads.</p>	<p>11. Street Signs. Post shall be type E-1 as shown in SD-1 130 of the ISPWC with 14-gauge wall thickness. Street signs shall be in conformance with Manual on Uniform Traffic control Devices and shall be a nine-inch (9") blank, six-inch (6") all capital lettering, no border, with retro-reflective, high intensity background, with the street type superscript (upper right). Submit a shop drawing to the City for approval. Speed limit signs shall be installed by the devoper-20 mph for subdivision roads. <u>Alternative styles or aesthetics of street signs may be permitted on private streets with prior review and approval of the City Engineer, but must otherwise meet dimensional standards.</u></p>
<p>15 1. The width of the driveway abutting the public street shall match the width of the garage.</p>	<p>15 1. The width of the driveway abutting the public street shall match the width of the garage. <u>Alternative driveway configurations, including configurations narrower than the garage, are allowed.</u></p>
<p>Access Local Roads 1. Residences having a three (3) car garage shall have a driveway width at least equal to the three (3) car garage that extends from the garage to the abutting public street 2. Driveway spacing near intersections. Driveways on local roads shall be located a minimum of seventy-five (75) feet in width.</p>	<p>Access Local Roads 1. Residences having a three (3) car garage shall have a driveway width at least equal to the three (3) car garage that extends from the garage to the abutting public street. <u>Alternative configurations, including configurations narrower than the garage, are allowed.</u> 2. Driveway spacing near intersections. Driveways on local roads shall be located a minimum of seventy-five (75) feet <u>from centerline of the applicable intersection</u> in width.</p>

EXHIBIT G
Conditions of Approval

[TBD at City Council Public Hearing]