



TO: THE BOARD OF ADA COUNTY COMMISSIONERS

HEARING DATE: June 4, 2014
STAFF: Brent Moore, Associate Planner
PROJECT NO.: 201400253 S, Pinebrooke Place #2
APPLICANT: J.J. Howard LLC
OWNER: Wedgewood Homes LLC

INTRODUCTION

A preliminary plat application for a two (2) lot subdivision. The property contains .29 acres and is located at 7744 N Bogart Lane, Boise, ID 83714; Section 13, T. 4N, R. 1E.

EXECUTIVE SUMMARY

The property is located at the southeast intersection of N Bogart Lane and W Utahna Street within the Pinebrooke Place Subdivision. The applicant is proposing a re-subdivision of an existing platted lot into two (2) lots. The property is located in the Medium High Density Residential (R8) District which requires a minimum lot size of 5,000 square feet. The new lots will be 7,389 and 5,161 square feet in size respectively.

The original Pinebrooke Place Subdivision was approved February 1, 2005 as a Zero Lot Line Setback Development and was granted a twenty percent (20%) reduction in the street frontage requirement of the R8 District as is allowable per Section 8-2B-5 of the Ada County Code. The applicant has requested the same twenty percent (20%) reduction in the street frontage requirement for this subdivision as it would also be a Zero Lot Line Setback Development. Staff recommends approval of this request as this property is currently located within a subdivision which was granted this same reduction. The R8 District requires fifty feet (50') of street frontage. With a twenty percent (20%) reduction, only forty feet (40') of street frontage would be required. The two new lots will have forty feet (40') and forty-six (46') of street frontage respectively.

The lots will access N Sun glow Avenue and will not be allowed street access onto N Bogart Lane as this was a condition of approval of the original Pinebrooke Place Subdivision. The lots will be serviced by Boise Municipal Sewer and United Water of Idaho.

All written comments received to date are included as exhibits. The comments received have been from the affected agencies. No written comments from the surrounding neighbors have been received thus far.

On April 10, 2014 the Planning and Zoning Commission recommended approval of the application to the Board of Ada County Commissioners.

RECOMMENDATION

Based upon Staff's review of the application, staff concludes that this application complies with the Ada County Code and recommends approval to the Board as set out in the proposed Findings of Fact and Conclusions of Law attached hereto.

The Board should consider the evidence and testimony presented during the public hearing prior to rendering its decision concerning this application. Should the Board make positive Findings of Fact and vote to approve Project #201400253 S, staff recommends that the approval of Project #201400253 S be subject to the Conditions of Approval listed in Exhibit A attached to the proposed Findings of Fact and Conclusions of Law and Order.

EXHIBIT LIST – PROJECT NO. 201400253 S

- 1 Pre-Application Conference Notes received February 19, 2014. (2 pages)
- 2 Master Application and Checklist received February 19, 2014. (5 pages)
- 3 Deed received February 19, 2014. (2 pages)
- 4 Applicant's Detailed Letter received February 19, 2014. (1 page)
- 5 Subdivision Name Reservation received February 19, 2014. (2 pages)
- 6 Declaration of CC&R's received February 19, 2014. (23 pages)
- 7 Neighborhood Meeting Certification forms received February 19, 2014. (9 pages)
- 8 Preliminary Plat received February 19, 2014. (3 pages)
- 9 Pinebrooke Place Development Agreement received February 19, 2014. (11 pages)
- 10 Pinebrooke Place Legal Description received February 19, 2014. (1 page)
- 11 Pinebrooke Place Conditions of Approval received February 19, 2014. (4 pages)
- 12 Original Pinebrooke Place Plat received February 19, 2014. (3 pages)
- 13 Application Receipt received February 19, 2014. (1 page)
- 14 Submittal Letter dated February 24, 2014. (1 page)
- 15 Transmittal Notice dated February 24, 2014. (1 page)
- 16 Comment from Ada County Building Official dated February 25, 2014. (1 page)
- 17 Comment from North Ada Co Fire & Rescue dated February 28, 2014. (2 pages)
- 18 Comment from Central District Health Dept. dated February 28, 2014. (1 page)
- 19 Radius Mailing List dated March 10, 2014. (1 page)
- 20 Radius Map dated March 10, 2014. (1 page)

- 21 Project Site map dated March 10, 2014. (1 page)
- 22 Radius Notice dated March 10, 2014. (1 page)
- 23 Comment from Ada County Engineer dated March 10, 2014. (1 page)
- 24 Comment from Boise City dated March 11, 2014. (8 pages)
- 25 Comment from Independent School Dist. of Boise dated March 21, 2014. (1 page)
- 26 Sign Posting Certification Form dated March 24, 2014. (5 pages)
- 27 Action Letter regarding P&Z Recommendation dated April 11, 2014. (1 page)
- 28 BOCC Transmittal Notice dated April 11, 2014. (1 page)
- 29 BOCC Comment from Ada County Building Official dated April 11, 2014.
(1 page)
- 30 BOCC Comment from North Ada County Fire & Rescue sent April 11, 2014.
(2 pages)
- 31 BOCC Comment from Ada County Highway District dated April 14, 2014.
(2 pages)
- 32 BOCC Comment from Central District Health Department dated April 21, 2014.
(1 page)
- 33 BOCC Comment from Boise City dated April 22, 2014. (14 pages)
- 34 BOCC Comment from Ada County Engineer dated April 28, 2014. (2 pages)
- 35 BOCC Radius Notice dated May 5, 2014. (1 page)
- 36 BOCC Sign Posting Certification dated May 20, 2014. (5 pages)



ADA COUNTY
DEVELOPMENT SERVICES

200 W. FRONT STREET
BOISE, IDAHO 83702-7300
PHONE (208) 287-7900

PREAPPLICATION CONFERENCE NOTES

Preapplication Number: 201300132 - PREAP - A

Status: Active

Date Received: 12/10/2013

Date Closed:

Meeting Date: 12/17/2013 Date Assigned: 12/10/2013

Project Description:

Applicant's Name:

Would like to create a 2 lot subdivision

HOWARD ERIC

No. of Lots/Units: 0

Total Acres: .288

Development Services Staff Assigned To Meeting:

Table with 2 columns: Staff Name, Attended Meeting?
Brent Danielson [checked]
Megan Basham [checked]

Unique Features:

Sewer/Septic:

Water/Well:

General Property Location:

Southeast Corner of Bogart Lane and Utahna Street.

Parcel Info:

Parcel Num: R7084180270

Street Address: 7744 N BOGART LN

City/State/Zip: Boise, ID 83714-0000

Zone Info:

Zone Type: Existing Zone
Zone: R8

TwN / Rng / Sec Info:

TwN: Rng: Sec: Qtr:
4N 1E 13

Overlay Areas Info:

Table with 4 columns: Overlay Area, Overlay Value, Code Ref, Comments
Impact Area, Boise

Comp Plan:

Boise

Agencies To Contact:

Table with 2 columns: Agency Name, Contact Person
ADA County Highway District/ Planning Dept - (208)-387-6170, Little Christy
Central District Health Department - (208)-327-8517, Reno Mike
Idaho Power Company - (208)-388-2699, Phillips Rachael

Proposed Allowed Uses:

Dwelling, secondary detached

Required Applications:

Table with 2 columns: App Type, Descriptive Name
C, Preliminary Plat

12/17/2013





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200 W. FRONT STREET
BOISE, IDAHO 83702-7300
PHONE (208) 287-7900

PREAPPLICATION CONFERENCE NOTES

PRELIMINARY PLAN

Notes:

The property is Lot 10 of Block 3 of Pinebrooke Place Subdivision. It is located in the Medium High Density Residential (R8) District and in Boise City's Area of City Impact.

See Article 8-2B of the Ada County Code for information on the Medium High Density Residential (R8) District. The minimum property size is 5,000 square feet for both single-family detached dwellings and single-family attached dwellings. The minimum roadway frontage is 50 feet.

Pinebrooke Place Subdivision was approved through Files #04021-ZC, 04021-DA, 04027-S.

An application for a subdivision will require a public hearing in front of the Planning and Zoning Commissioners and the Board of Ada County Commissioners.

See Chapter 8-6 of the Ada County Code for information on Subdivision Regulations.

See Article 8-6A of the Ada County Code for information on Subdivision Design Standards.

See Article 8-6B of the Ada County Code for information on Subdivision Required Improvements.

Prior to the submission of a subdivision application, a neighborhood meeting is required. You may obtain the mailing labels from this office for a \$26.50 fee. See Section 8-7A-3 of the Ada County Code for information on neighborhood meetings.

The applicant is required to post the property with the hearing information at least 10 days before the public hearing. A signed certification form is required to be submitted at least 7 days before the public hearing. See Subsection 8-7A-5F of the Ada County Code for information on Sign Posting.

CODE REFERENCES:

- Article 8-2B ~ Residential Base Districts.
- Chapter 8-6 ~ Subdivision Regulations.
- Article 8-6A ~ Subdivision Design Standards.
- Article 8-6B ~ Subdivision Required Improvements.
- Section 8-7A-3 ~ Neighborhood Meetings.
- Subsection 8-7A-5F ~ Signposting Requirements.

Meeting Notes:

Houses would face Sunlow. ACHD may want the driveway on Bogart removed.

A natural features analysis is not required because there is already an approved one with the Pinebrook subdivision.

Sign posting can be the 11x17 yellow laminated signs along every road frontage.

Additional Preap Conference: Recommended **Neighborhood Meeting Required?** Yes

Cross References:

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EXHIBIT #1
STAFF REPORT
201400253 S



MASTER APPLICATION/PETITION REQUEST

ADA COUNTY DEVELOPMENT SERVICES

200 W. Front Street, Boise, Idaho 83702. www.adaweb.net phone: (208) 287-7900 fax: (208) 287-7909

TYPE OF ADMINISTRATIVE APPLICATION:

- ACCESSORY USE*
- FARM DEVELOPMENT RIGHT
- FLOODPLAIN PERMIT
- HILLSIDE DEVELOPMENT*
- HIDDEN SPRINGS ADMINISTRATIVE
- HIDDEN SPRINGS SPECIAL EVENT
- LIGHTING PLAN
- LANDSCAPE PLAN
- DRAINAGE PLAN
- MASTER SITE PLAN*
- EXPANSION NONCONFORMING USE
- ONE TIME DIVISION
- PRIVATE ROAD
- PROPERTY BOUNDARY ADJUSTMENT
- PLANNED UNIT DEVELOPMENT (PUD)
- SIGN PLAN
- TEMPORARY USE*

TYPE OF HEARING LEVEL APPLICATION:

- CONDITIONAL USE
- DEVELOPMENT AGREEMENT
- SUBDIVISION, PRELIMINARY*
- PLANNED COMMUNITIES*
- SUBDIVISION, SKETCH PLAT*
- VACATION
- VARIANCE
- ZONING MAP AMENDMENT
- ZONING TEXT AMENDMENT

TYPE OF HEARING LEVEL PETITION:

- COMPREHENSIVE PLAN MAP OR TEXT AMENDMENT PETITION CHECKLIST

TYPE OF ADDENDA:

- APPEAL
- ADMINISTRATIVE MODIFICATION
- DEVELOPMENT AGREEMENT MODIFICATION
- FINAL PLAT
- TIME EXTENSION

REQUIRED SUBMITTALS:

- CHECKLIST for applicable application(s). If multiple applications, do not duplicate submittals.
- *SUPPLEMENTAL WORKSHEET REQUIRED

SITE INFORMATION:

Section: 13 Township: 4N Range: 1E Total Acres: 0.288
 Subdivision Name: Pinebrooke Place Sub Lot: 10 Block: 3
 Site Address: 7744 N. Bogart Ln City: Boise
 Tax Parcel Number(s): R 7084180270
 Existing Zoning: R8 Proposed Zoning: R8 Area of City Impact: MEDIUM Overlay
 District(s): _____

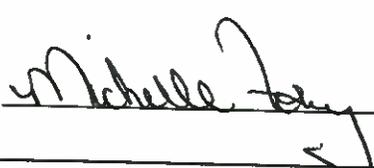
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OFFICE USE ONLY

Project #: <u>201400253-5</u>	Planning Fees/GIS: <u>\$1209</u>	Engineering Fees: <u>\$110</u>
Received By: <u>BSR</u> Date: <u>2-19-14</u> Stamped <input checked="" type="checkbox"/>		

APPLICANT/AGENT: (Please print)		ADDITIONAL CONTACT if applicable: (Please Print)	
Name: <u>J.J Howard LLC</u>		Name: _____	
Address: <u>5983 W State Ste D</u>		Address: _____	
City: <u>Boone</u> State: <u>ID</u> Zip: <u>83703</u>		City: _____ State: _____ Zip: _____	
Telephone: <u>846-8937</u> Fax: <u>846-8822</u>		Telephone: _____ Fax: _____	
Email: <u>Erich@jjhowardeng.com</u>		Email: _____	
I certify this information is correct to the best of my knowledge.		ENGINEER/SURVEYOR if applicable: (Please Print)	
		Name: _____	
<u>Michelle Jay</u> <u>2/12/14</u>		Address: _____	
Signature: (Applicant) _____ Date _____		City: _____ State: _____ Zip: _____	
		Telephone: _____ Fax: _____	
		Email: _____	

OWNER (S) OF RECORD: (Please Print)		OWNER (S) OF RECORD: (Please Print)	
Name: <u>Wedgewood Homes LLC</u>		Name: _____	
Address: <u>5328 N. Riffle Way</u>		Address: _____	
City: <u>Garden City</u> State: <u>ID</u> Zip: <u>83114</u>		City: _____ State: _____ Zip: _____	
Telephone: <u>(252) 945-1005</u>		Telephone: _____	
Fax: _____		Fax: _____	
Email: _____		Email: _____	
I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Ada County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.		I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Ada County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.	
			
<u>Rice Subeno</u> <u>10/4/13</u>			
Signature: All Owner (s) of Record _____ Date _____		Signature: All Owner (s) of Record _____ Date _____	

ALL OWNER(S) OF RECORD (ON THE CURRENT DEED) MUST SIGN (Additional Sheets are Available Online)

If the property owner(s) are a business entity, please include business entity documents, including those that indicate the person(s) who are eligible to sign documents.

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200 W. Front Street, Boise, ID 83702. www.adaweb.net phone: (208)287-7900 fax: (208)287-7909



PRELIMINARY PLAT CHECKLIST

A Subdivision request requires a public hearing.

GENERAL INFORMATION:

Applicant	DESCRIPTION	Staff
✓	Completed and signed Master Application	■
✓	Completed Supplemental Information	✓
	Associated Forms:	
previous	N/A Zoning Ordinance Map Amendment (Re-zone)	
	N/A Development Agreement <i>Using existing Dev. Agreement</i>	
	N/A Sketch Plat	
	N/A Zoning Text Amendment	
	None Private Road	
	None Vacation	
✓	DETAILED LETTER by the applicant fully describing the request or project and address the following:	
	Explain proposed use, and all uses associated with the request.	✓
	Any other supporting information.	✓
N/A	NATURAL FEATURES ANALYSIS (ACC 8-4E-4D) must include the following:	NA
	One electronic copy.	
	Important features such as existing structures, watercourses, wetlands, power lines, telephone lines, railroad lines, Airport influence areas, existing easements, municipal boundaries, section lines, parks, schools and supplemental data as required.	
	HYDROLOGY. ACC 8-4E-4D1	
	SOILS ACC 8-4E-4D2	
	TOPOGRAPHY ACC 8-4E-4D3	
	VEGETATION ACC 8-4E-4D4	
	SENSITIVE PLANT AND WILDLIFE SPECIES ACC 8-4E-4D5	
	HISTORIC RESOURCES ACC 9-4E-4D6	
	HAZARDOUS AREAS ACC 8-4E-4D7	
	IMPACT ON NATURAL FEATURES ACC 8-4E-4D8	
None	PHASING PLAN of proposed subdivision, if applicable, and timeline of phasing. (One full size copy and one electronic copy)	
✓	SUBDIVISION NAME APPROVAL from the County Engineer. <i>Jerry Hastings</i>	✓
✓	RESTRICTIVE COVENANTS if proposed. <i>existing CCR Gram owner</i>	✓
✓	IRRIGATION PLAN as required per Idaho Statute 31-8805. <i>Existing PI</i>	✓
	OPEN SPACE MANAGEMENT PLAN.	
✓	DEED (or evidence of proprietary interest)	
✓	NEIGHBORHOOD MEETING CERTIFICATION	✓
✓	PRE-APPLICATION CONFERENCE NOTES	✓
✓	SUPPLEMENTAL DATA required by County Engineer	✓
✓	PRELIMINARY PLAT SPECIFICATIONS ACC 8-6-4-2 Submit 1 electronic copy, 2 full size copies, and one reduced copy to 8 1/2" X11".	✓
✓	METES AND BOUNDS LEGAL DESCRIPTION of the property to be subdivided including a Microsoft Word® electronic Word document.	✓
N/A	OVERLAY DISTRICT. May require a separate checklist or additional information for the following:	

RECEIVED

N/A	HILLSIDE DEVELOPMENT (ACC 8-3H) YES () NO <input checked="" type="checkbox"/>	
No	Preliminary Grading Plan (ACC 8-3H-3B)	
	Slope Stabilization & Revegetation Plan & Report (ACC 8-3H-3C)	
	Prepared and sealed by a licenced landscape design professional? YES () NO ()	
	Engineering Hydrology Report (ACC 8-3H-3D)	
	Prepared and sealed by a professional engineer registered in the State of Idaho? YES () NO ()	
	Soils Engineering Report (ACC 8-3H-3E)	
	Prepared and sealed by a professional engineer registered in the State of Idaho? YES () NO ()	
	Engineering Geology Report (ACC 8-3H-3F)	
	Prepared by a professional geologist or prepared and sealed by a professional engineer registered in the State of Idaho? YES () NO ()	
	Visual Impact Report (ACC 8-3H-3G)	
	Prepared by a licensed design professional? YES () NO ()	
NO	FLOOD HAZARD (ACC 8-3F)	
No	Evacuation plan filed with the Ada City-County Emergency Management Office? YES () NO <input checked="" type="checkbox"/>	
N/A	WILDLAND-URBAN FIRE INTERFACE (ACC 8-3B)	
	Fire hazard and emergency access roads evaluated and sealed by licensed fire professional engineer? YES () NO ()	
	SOUTHWEST PLANNING AREA (ACC 8-3C)	
No	PLANNED UNIT DEVELOPMENT (ACC 8-3D)	
N/A	BOISE RIVER GREENWAY (ACC 8-3G)	
N/A	BOISE AIR TERMINAL AIRPORT INFLUENCE AREAS (ACC 8-3A)	
N/A	PROPOSED STREET NAME No New streets	
	Must comply with ACC 2-1.	
	Contact Ada County Street Naming Specialist.	
No	PLANNED COMMUNITIES:	
S	Digital Version of Planned Community Subdivision.	
	Project Data Tables (see PC application manual)	
	Color keyed full sized copy of preliminary plat displaying land use districts.	
	Landscape Plan	
	Urban Public Services Discription	
	Open Space Description	
	Community Center and/or Recreation Center Description (if applicable)	
	Water Supply Verification	
	Urban Public Services Construction Verification	
	Urban Public Services Operation & Maintenance Verification	
	Transportation Plan (if applicable)	
✓	MUST COMPLY WITH SIGN POSTING REGULATIONS (ACC 8-7A-5) 11 x 17 signs	
	APPLICATION FEE: Call County or go to www.adaweb.net for fees	

Supplementary information at the discretion of the Director or County Engineer may be required to sufficiently detail the proposed development within any special development area, including limited to hillside, planned unit development, floodplain, southwest, WUFI, Boise River Greenway influence, and/or hazardous or unique areas of development.

EXHIBIT #2 4 of 5
 STAFF REPORT
 201400253 S
 Pinebrooke Place #2

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL APPLICABLE ITEMS ON THE FORM ARE SUBMITTED.

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SUPPLEMENTAL INFORMATION / PRELIMINARY PLAT

(to be completed by the applicant)

DETAILED LETTER MUST INCLUDE:	
Total number of dwellings:	2
Dwelling units per acre:	.288
Zero lot line setbacks	YES () IDENTIFY NO (X)
X	Water Provider: <u>United Water</u>
X	Method of Sewage Disposal: <u>Base City</u>
PRELIMINARY PLAT SPECIFICATIONS:	
X	Scale of not more than 100' to the inch. (Or written approval from the director) <u>1" = 20'</u>
X	Limits extending 300' beyond the boundaries of the proposed development.
X	Subdivision boundary based on actual field survey, stamped by a licensed professional land surveyor.
✓	Name of owner.
X	Name of person or firm responsible for the drawing.
X	Name of the proposed subdivision.
X	Date, graphic scale, true north arrow, vicinity map, section, township, and range.
X	Ties to all controlling corners.
X	Names of neighboring subdivisions, according to the Assessor's files.
X	Names and boundaries of owners of neighboring properties, according to the Assessor's files.
✓	Name, location, width, direction of slope, centerline and right of way of all <i>existing and proposed</i> public streets and private roads.
N/A	Proposed off-site improvements pertaining to streets, water supply, sanitary sewer systems, storm water systems, fire protection facilities, and proposed utilities.
✓	Street sections and pathway sections.
X	Lot layout with lot and block numbers, lot dimensions, and lot area in sq. ft.
✓	Graphically depict the minimum setbacks. (describe in legend)
N/A	Areas of special interest labeled. (parks, schools, etc.)
N/A	Identify zero lot line properties.
	Standard Subdivision: Table with number of lots and acreage for residential, commercial, industrial, Common (Landscape, utility, or other), Open Space lots and the total of all.
PLANNED UNIT DEVELOPMENT	
No	Density bonus requested. YES () EXPLAIN NO ()
No	Commercial Uses. YES () LIST NO ()
No	Industrial Uses. YES () LIST NO ()
No	Deviation of Dimensional Standards. YES () LIST NO ()
	Dedicated open space shall abut any lots that have been reduced below the minimum property size and shall abut multi-family development.
BOISE AIR TERMINAL AIRPORT INFLUENCE AREAS	
No	What Airport Influence District is the property is located in?
WILDLAND-URBAN FIRE INTERFACE	
	All non-farm subdivisions shall provide fire flow as adopted by the fire authority. Submit a written statement approving such fire flow. YES () NO ()
FLOOD HAZARD	
No	Flood zone.
No	Floodway YES () NO (X)
No	Foothill or other hillside tributary floodways. YES () NO (X)

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ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 07/05/05 04:55 PM
DEPUTY Patti Thompson
RECORDED - REQUEST OF
Transnation Title

AMOUNT 6.00 2



2

Escrow No. 0400019322-dma

WARRANTY DEED

FOR VALUE RECEIVED

Monty L. Davison and Verna M. Davison, husband and wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto: Wedgewood Homes, LLC,
an Idaho Limited Liability Company

GRANTEES(s), whose current address is: 5320 North Riffle Way Boise, ID 83714
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:

**The West one-half (1/2) of Lot 4, CASWELL & SLOAN SUBDIVISION, according to the
Official Plat thereof, filed in Book 4 of Plats at Page 172, records of Ada County,
Idaho.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Date: June 29, 2005

Monte L. Davison

Verna M. Davison

Notary Acknowledgment - see page 2

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ADA COUNTY
DEVELOPMENT EXHIBIT #3
STAFF REPORT
201400253 S
Pinebrooke Place #2

WARRANTY DEED - NOTARY ACKNOWLEDGMENT(S):

State of Idaho, County of Ada, ss.

On this 13th day of ~~June~~ ^{July} in the year of 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Monty L. Davison and Verna M. Davison, husband and wife known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Debbie Andrews
Residing at: Boise, ID
My commission expires: 11/6/09



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ADA COUNTY
DEVELOP EXHIBIT #3
STAFF REPORT
201400253 S

2 of 2



February 19, 2014

To: Ada County Development Services
200 Front Street
Boise, ID 83702

Subject: Pinebrooke Subdivision #2, Preliminary Plat

To Whom It May Concern:

Please accept the attached application and support materials for the Pinebrooke Subdivision #2. The development site is .29 acres and is located within the newly constructed Pinebrooke Place Subdivision at the intersection of North Bogart Lane and West Utahna Street. The existing Pinebrooke Place Subdivision consists of 27 attached single-family units and was approved February 1, 2005 (SUB04-00102).

The site (Pinebrooke Subdivision #2) is a re-subdivision of an existing platted lot (Lot 10 of Block 3 Pinebrooke Place) into (2) lots on .29 acre. It is located in the Medium High Density Residential (R8) District and in Boise City's Area of City Impact.

The R8 zone requires lot sizes to be a minimum of 5,000 square feet for both single-family detached dwellings. The new lot 12 Block 3 is 7389.27 square feet and lot 11 Block 3 is 5161.58 square feet.

Pinebrooke Subdivision #2 is expected to be final platted and constructed in one phase.

We look forward to working with you and your staff on this project and the approval process. If you have questions about the project or the application materials, please do not hesitate to call me at (208) 846-8937.

Sincerely,

J.J. Howard LLC

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ADA COUNTY
DEVELOPMENT SERVICES

Pinebrooke Place Subdivision No 2 Name Reservation

Jerry Hastings [jhastings@adaweb.net]

Sent: 1/14/2014 4:56 PM

To: joej@jjhowardeng.com

Cc: EricH@jjhowardeng.com

January 14, 2014

Joe Jones
JJ Howard Engineering & Surveying, LLC

RE: Subdivision Name Reservation: "**Pinebrooke Place Subdivision No 2**"

Dear Joe,

At your request, I will reserve the name "**Pinebrooke Place Subdivision No 2**" for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded. To use the same subdivision name, it must have the same owner as the original subdivision plat or get a signed and recorded permission to use the name from the original subdivision owner.

This reservation is available for the next ten (10) years unless the project is terminated by the client or the jurisdiction or the conditions of approval have not been met. In which case the name can be re-used by someone else.

Sincerely,



Jerry L. Hastings, PLS 5359
County Surveyor
Ex Officio Recorder
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7912 office
(208) 287-7909 fax

From: joej@jjhowardeng.com [mailto:joej@jjhowardeng.com]
Sent: Tuesday, January 14, 2014 4:26 PM
To: Jerry Hastings
Subject: Subdivision name reservation

Hi Jerry,

I would like to reserve the name Pinebrooke Place Subdivision No.2

Located at T.4N, R.1E, Sec. 13, SW 1/4, NW 1/4, Pinebrooke Place Subdivision, Lot 10, Block 3

Firm doing the work J.J. Howard Engineering & Surveying, LLC.

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ADA COUNTY
DEVELOPMENT SERVICES

EXHIBIT #5
STAFF REPORT
201400253 S
Pinebrooke Place #2

1 of 2

For Wedgewood Homes, LLC.

Thanks

Joe Jones (PLS)

For any questions or concerns call me ph# 846-8937

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Pinebrook Place #2

W# 22319

ADA COUNTY RECORDER J. VID NAVARRO
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DEPUTY Vicki Allen
RECORDED - REQUEST OF
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

PINEBROOKE PLACE SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by Wedgewood Homes, LLC, an Idaho limited liability company, hereafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as "the Properties," more particularly described as follows:

PINEBROOKE PLACE SUBDIVISION, according to the official plat thereof, recorded in Book 95 of Plats at Pages 11649 and 11650, as Instrument No. 106078000 recorded on the 18th day of May, 2006, 2005, records of Ada County, Idaho; and

WHEREAS, Declarant desires to subject the above described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described, shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to Pinebrooke Place Homeowners Association, Inc. a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon

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(including private streets, drives, parking areas and recreational facilities) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lots n/a and n/a, Block 1 Pinebrooke Place Subdivision, according to the official plat thereof.

Section 4. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "OWNER" shall mean and refer to the record owner, whether one or more persons or entitles, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "DECLARANT" shall mean and refer to Wedgewood Homes, LLC an Idaho limited liability company, its successors, and subject to the provisions of Article XV, Section 4, below, its assigns.

Section 7. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 8. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections therefrom.

Section 9. "MORTGAGE" shall mean any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered.

Section 10. "MORTGAGEE" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage.

Section 11. "FIRST MORTGAGEE" shall mean any Mortgagee possessing a lien on any Dwelling Unit first and prior to any other Mortgage.

Section 12. "INSTITUTIONAL HOLDER" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 13. "PLAT" shall mean a final subdivision plat covering any real property in Pinebrooke Place Subdivision as recorded in the office of the county recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Section 14. "IRRIGATION WATER SUPPLY SYSTEM" shall mean all improvements and components of the underground pressurized irrigation system to be owned and operated by the

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Association, including but not limited to all pumps, pipes and any other conveyancing apparatus. The Irrigation Water Supply System shall also include any interest in real or personal property, including but not limited to easement and/or license rights for the installation, operation, maintenance, repair or replacement of the Irrigation Water Supply System.

Section 15. "WATER RIGHTS" shall mean all water and all rights and entitlements to receive water that have been placed to beneficial use upon, or are otherwise appurtenant to or associated with the Properties, including without limitation all licenses, permits, claims, permit applications, contracts and storage entitlements; all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entity; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline. Water Rights shall include the above-described rights to the use of water appurtenant to the Properties as of the effective date of this Declaration, and all such rights hereafter acquired by the Declarant or the Association for the benefit of the Properties.

Section 16. "SUBDIVISION" shall mean the Pinebrooke Place Subdivision as shown on the final Plat recorded in the Office of the County Recorder, Ada County, Idaho.

ARTICLE II: PROPERTY RIGHTS

Section 1. Enjoyment of Common Area: Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

- A. The right of the Association to levy reasonable assessments for the maintenance of any landscaping improvement or other facilities situated upon the Common Area.
- B. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- C. The right of the Association to limit the number of members permitted to use the Common Area.
- D. The rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.
- E. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such

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conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.

- F. The right of the Directors of the Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of the Common Area by the members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of the Common Area during certain times and reasonable regulations and restrictions regarding vehicle parking.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

Section 3. Rights Reserved by Declarant: Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

- A. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Properties, or any adjacent real property owned by Declarant, or its successors or assigns;
- B. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Property for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and
- C. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the

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Common Area where applicable, to facilitate and complete the development of the Properties, and any annexed property, including without limitation the use of the Common Area where applicable, for:

1. Construction, excavation, grading, landscaping, parking and/or storage;
 2. Maintenance and operation of a sales office and model units for sales purposes;
 3. The showing to potential purchasers of any unsold Lot, unit or improvements within the Properties;
 4. Display of signs and flags to aid in the sale of any unsold Lots and units, or all or part of the Properties;
 5. Construction, operation and maintenance of all or any portion of any Common Area by Declarant, its successors or assigns;
- D. Itself, all right, title and interest in and to any and all Water Rights appurtenant to the Properties, and accordingly, no Owner shall have any right, title, or interest in any of the Water Rights.

Section 4. Right to Amend Declaration. Declarant reserves the right to amend this Declaration in accordance with the provisions of Article XV, Section 3, below, and to set forth additional covenants, conditions, restrictions and easements to be applicable to any Lot not yet sold.

Section 5. Reservation of Development Rights. No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the properties and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the properties, nor Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE III: HOMEOWNERS ASSOCIATION

Section 1. Membership: Every Owner of a Lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or Lots in the subdivision.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

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Class A: Class A members shall be all Owners with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be Declarant and for each Lot owned shall be entitled to three (3) votes. The Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A memberships equal the total votes outstanding in the Class B membership; or
- B. On December 31, 2015.

Section 3. Assessments: Each Owner of any Lot, by acceptance of a deed therefore from Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association an Initiation Assessment, Annual Assessments, Special Assessments and Limited Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided:

- A. Initiation and Transfer Assessments: Upon the initial conveyance of each Lot, the purchaser thereof shall pay an Initiation Assessment to the Association in the amount of \$150.00. Upon each subsequent transfer, the purchaser thereof shall pay a Transfer Assessment in the amount of \$150.00.
- B. Annual Assessments: The Annual Assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for the operation, maintenance, repair and improvement of the Common Area and facilities located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Association, and for any other purpose reasonably authorized by the Board of Directors of the Association. The Annual Assessments provided for herein shall initially be in the amount of \$500.00 payable in full at the closing of the sale of each Lot. Thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.
- C. Special Assessments: In addition to the Initiation and Annual Assessments authorized above, the Board of Directors of the Association may levy, in any

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assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, or for any unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this paragraph above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Special Assessment shall be payable over such a period as the Board of Directors shall determine.

- D. Limited Assessments: The Association shall have the power to incur expenses for the maintenance and repair of any Lot or Improvement, for the repair of damage to the Common Area caused by the negligence or willful misconduct of an Owner or his family, guests, invitees, agents, employees, or contractors, or for the correction of any violation of this Declaration, if the responsible Owner has failed or refused to perform such maintenance or repair or to correct such violation after written notice of the necessity thereof has been delivered by the Board of Directors to the responsible Owner. The Board of Directors shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance, repair or corrective action, together with any other cost or expense, including attorney's fees, arising out of or incident to such maintenance, repair or corrective action or the collection of the assessment therefore. Any such Limited Assessment shall be due within fifteen (15) days of the date written notice thereof is delivered to the responsible Owner. The notices required in this paragraph shall be delivered personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the Association.
- E. Uniform Rate of Assessment: The Initiation, Annual and Special Assessments (but not Limited Assessments) must be fixed at a uniform rate for non-exempt Lots.
- F. Creation of Lien and Personal Obligation of Assessments: The Initiation, Annual, Special and Limited Assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and

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shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

- G. Effect of Nonpayment of Assessments; Remedies of Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- H. Subordination of the Lien to Mortgages: The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.
- I. Certificate of Payment: The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.
- J. Exempt Property: The following property, subject to this Declaration, shall be exempt from the Assessments created herein:
1. All property expressly dedicated to and accepted by a local public authority;
 2. All properties owned by the Declarant or an Association;
 3. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

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ARTICLE IV: IRRIGATION WATER SUPPLY SYSTEM

Section 1. Irrigation Water Supply: Each Lot shall have access to an Irrigation Water Supply System to be constructed by Declarant and owned and operated by the Association. All Owners to which the system has been extended shall be required to pay the assessment therefore as provided in Article III, Section 3, above, regardless of actual use or non-use of water from the irrigation system. The Association shall have the power to refuse to deliver irrigation water and to disconnect any Lot from the Irrigation Water Supply System in the event the Owner thereof has failed or refused to pay the assessment therefore; provided, however, that the Association shall first have given such Owner ten (10) days advance written notice of its intention to so disconnect the Owner's Lot for failure to have paid such assessment.

Section 2. Operation of the Irrigation Water Supply System. The Irrigation Water Supply System shall be operated in accordance with the laws of the State of Idaho and all rules and regulations promulgated from time to time by the Association and any governmental entity having jurisdiction thereof. The right to receive water from the Irrigation Water Supply System is, in any event, subject to availability of water. The Association shall have the right to adopt reasonable rules regarding the use of water, including but not limited to a rotational schedule and limitations on the amount of water available for use on each Lot. The Association shall have no liability for any temporary interruptions in water supply service so long as necessary repairs are made in a reasonably prompt manner. The Association shall be permitted to enter into a contract with a qualified water system management and maintenance entity for the management and maintenance of the Irrigation Water Supply System.

Section 3. Owner's Responsibility: The containment of drainage of irrigation runoff from each Lot shall be the responsibility of the Owner. Water from the Irrigation Water Supply System is non-potable. Each Owner shall be responsible to insure the irrigation water used on his Lot is not consumed by any person or used for culinary purposes. Any Owner desiring to connect an alternate source of irrigation water to the irrigation system on his Lot shall be responsible for the cost thereof (both for the connection and the water) and have a backflow prevention device installed to prevent the alternate source from being contaminated with non-potable irrigation water, in accordance with applicable law.

Section 4. Easement For Irrigation Water Supply System: Declarant and the Association shall have a permanent easement for the construction, maintenance and repair of the irrigation water supply system and related wells, pumps, pipes, and any other conveyancing apparatus in Lot 10 and in the utility easement areas as are depicted on the Plat, together with the right of ingress to and egress from the easement premises over and across the privately owned property of Owners to perform maintenance upon the well, pump, pipes and other conveyancing apparatus comprising the irrigation water supply system together with all rights necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement.

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Section 5. Conveyance of Water Rights: Declarant has reserved to itself all Water Rights appurtenant to the Properties, an adequate supply which will be conveyed to the Association when the plat is recorded. Accordingly, no Owner shall have any right, title or interest in any of such water or Water Rights.

ARTICLE V. STORM WATER DRAINAGE SYSTEM

Section 1. Ada County Highway District Storm Water and Drainage Easement: Ada County Highway District (ACHD) has been granted, by separate instrument, a perpetual blanket storm water drainage, overflow and retention easement over Lots ___ and ___, Block 1, Pinebrooke Place Subdivision on which Declarant shall have constructed storm drainage facilities to be operated and maintained as set forth herein. The said easement includes the right to construct, install, maintain and replace the storm water drainage facilities, together with the right of access thereto for all purposes consistent therewith.

Section 2. Storm Water and Drainage Easement Area Restrictions: The storm water drainage, overflow and retention easement area described in this Article shall be improved with swales on which no permanent buildings, fences, trees or structures shall be placed. Notwithstanding the foregoing, other landscaping improvements (for example, shrubs and grass) and playground equipment, benches and the like may be placed or installed in the swales, providing that the placement and installation of such improvements shall not interfere with the easements granted to ACHD or interfere with the swales. In the event any such improvements are placed or installed in the said easement area, ACHD shall have no responsibility or liability for any damage thereto or destruction thereof which may occur as a result of any reasonable maintenance or repair activities undertaken by ACHD.

Section 3. Operation and Maintenance of Storm Water Seepage Beds: The Association shall provide all "light" maintenance of the swales as specified in the Pinebrooke Place Subdivision Operation and Maintenance Manual for Light Maintenance of the Storm Water Swales.

Section 4. Association's Failure to Maintain; Ada County Highway District Remedies: In the event that ACHD determines that the Association is not adequately maintaining the swales, then ACHD shall be permitted to do so; provided, however, that before undertaking maintenance of the said system, ACHD shall provide thirty (30) days advance written notice of its intention to do so and by which said notice shall specifically identify the maintenance which is then required. In the event the Association shall fail to complete the items of maintenance as specified in said notice within the thirty (30) day period provided, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the storm water and drainage easement area to perform such maintenance and inspection of the swales. Should ACHD engage in maintenance of the swales after having provided the required notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association for the cost of the said maintenance and, if said bill shall not be paid within sixty (60) days, then ACHD shall be entitled and empowered to file a taxable lien against all Lots within the subdivision with the power of sale as to each and every lot in order to secure any and all assessments levied against all Lots in the subdivision pursuant to this Declaration as if the said maintenance had been performed by the Association, together with

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interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD. The Association, and all Lot owners, by accepting title to a Lot, agrees that all Lot owners in the subdivision are benefited property owners of such maintenance. The Association shall not be dissolved or relieved of its responsibility to maintain the swales without the prior written approval of ACHD.

Section 5. Heavy Maintenance of Storm Water Drainage and Retention System: ACHD shall perform the "heavy" maintenance of the swales and related facilities which said "heavy" maintenance consists of periodically inspecting the swales to insure they are functioning properly and cleaning out the facility piping. In the event ACHD shall elect not to perform such "heavy" maintenance, then the Association shall do so. Notwithstanding anything contained hereinabove to the contrary, ACHD shall own and be responsible for the operation, maintenance and repair of all storm drains within the public rights-of-way and within any Ada County Highway District storm drain easements as may be depicted on the Plat.

ARTICLE VI. EASEMENTS

Section 1. Future Easements: The Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs.

Section 2. Encroachments: In the event that, by reason of the construction, settlement or shifting of the building, any part of any Dwelling Unit or drainage water from any Lot or Dwelling Unit encroaches or shall hereafter encroach upon any part of the Common Area or any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Dwelling Unit, so long as all or any part of the buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Area or adjacent Dwelling Units be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the property by other Owners and if it occurred due to the willful conduct of any Owner.

Section 3. Easement for Maintenance: Declarant and the Association shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon the Properties and the Common Area, including, but not limited to, snow removal, lawn maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems.

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ARTICLE VII: PARTY OR CONTIGUOUS WALLS ("PARTY WALLS")

Section 1. General Rules of Law to Apply: Each wall which is built as a part of the original construction of the units upon the property and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall and proportioned to such use.

Section 3. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing: Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land: The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owners, successors entitled.

Section 6. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII: MAINTENANCE RESPONSIBILITY

Section 1. By Association: The Association shall (1) provide all reasonably required maintenance and repairs to (a) the Common Areas and improvements thereon (including fences) (b) the storm water drainage facilities, (c) the perimeter fencing constructed by Declarant (except as otherwise provided in Section 2, below) (d) the Irrigation Water Supply System, and (e) the landscaping improvements located in the front yard of each Lot, and (2) provide snow removal for all sidewalks and driveways. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. The Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association.

Section 2. By Owner: Each Owner shall maintain and keep in good order and repair the exterior of his Unit, including but not limited to the roof thereof, any private decks, fences, and

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courtyards. In addition to the foregoing, the Owners of Lots 1 through 6, Block 1, shall maintain the fencing located near the rear of the said Lots and all area inside the said fencing and the Owners of Lots adjacent to Bogart Lane and Sloan Street shall maintain all area inside the fencing adjacent thereto (although a portion of thereof may be Common Area). In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within ninety (90) days of the damage or destruction.

Section 3. Failure of Owner to Maintain: If the Owner fails to perform his maintenance responsibilities as set forth herein, the Association shall, upon fifteen (15) days prior written notice to the Owner, have the right to correct such condition, and to enter upon the Owner's Lot for the purpose of doing so, and seek reimbursement of the cost thereof in accordance with the provisions of Article III, Section 3, above.

ARTICLE IX: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein:

- A. Lot Use: No Lot, with the exception of the Common Area shall be used except for single-family residential purposes. No Lot or the Common Area shall be used for the conduct of any trade, business or professional activity, except as may be approved in writing by, and in the sole discretion of the Board of Directors of the Homeowners Association, which discretion may not be challenged for having been exercised unreasonably. All Lots and improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes and regulations.
- B. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Properties, except that two small dogs, cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee and that in no event shall the said boundary extend beyond the front plane of the Dwelling Unit constructed on said Lot.
- C. Garbage and Refuse Disposal: No part of said Properties shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said Properties except in a sanitary container. Any equipment for the storage or disposal of such material must be kept in the Owner's garage except on regular trash pickup day.
- D. Nuisance: No noxious or offensive or unsightly conditions shall be permitted upon

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any part of said Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed antennae or satellite dishes shall be erected on the Properties without the prior approval of the Architectural Control Committee, which approval may be withheld in its sole discretion. Garage doors shall, to the extent possible, remain closed at all times that the garage is not in active use by the Owner or occupant.

- E. Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.
- F. Parking and Storage of Vehicles and Equipment: Parking of boats, trailers, motorcycles, trucks, truck campers, motor homes, recreational vehicles, and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on the Common Area, except in fully enclosed buildings; provided, however, that boats, trailers, campers, motorhomes and similar recreational vehicles may be parked on a Lot for a period not to exceed 24 hours while in immediate use by an Owner, being prepared for use or being prepared for storage after use. All other parking or storage of any other equipment shall be prohibited, except as approved in writing by the Board of Directors of the Homeowners Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision within 48 hours.
- G. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit (including a month-to-month rental agreement); and all such Leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.
- H. Fences: All fences, including fences around swimming pools, dog runs or other uses, shall be composed of white vinyl only and must be approved, in advance, by the Architectural Control Committee as to design and location. No such fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.
- I. Parking Rights: Subject to the provisions of paragraph F. above, any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is a part of his Dwelling Unit.

ARTICLE X. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value

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of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Board of Directors of the Association. The Board of Directors of the Association shall appoint members to the Architectural Control Committee at each annual meeting of the Board.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing in such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

- A. Site Plan. A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.
- B. Building Plan. A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line

of the principal building on the Lot.

- C. Landscape Plan. A landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walk ways.

Section 4. Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Waiver: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 7. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Master Declaration, including restrictions on height, size, floor area, or placement of structures or other similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However, no variances will be granted for construction of structures or improvements, including without limitation, manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Master Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or any Supplemental Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the owner's

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obligation to comply with all governmental laws and regulations affecting such owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 8. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Homeowners Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 9. Certification by Secretary: The records of the Secretary of the Homeowners Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Homeowners Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Homeowners Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefore by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Homeowners Association shall have appeared of record in the office of the County Recorder of Ada County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 10. Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes.

ARTICLE XI: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

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- A. A comprehensive policy of public liability insurance covering all of the common areas, commercial spaces and public ways in the properties. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
- B. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

- A. A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).
- B. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of such association in such amount as may be reasonable in the premises.
- C. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

- A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
- B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to

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insurance held individually by the Owners.

- C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
- D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

ARTICLE XII: CONDEMNATION

Section 1. Consequences of Condemnation: If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owing the condemned Common Area.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XIII: MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of the Association:

- A. The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.
- B. The holders of First Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.
- C. Any management agreement for the Properties or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be

terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

- D. Any lien which the Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.
- E. Unless all institutional holders of First Mortgages have given their prior written approval, no Association shall:
1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.)
 2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
 3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Common Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
 4. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
 5. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.
 6. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.

ARTICLE XIV: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any other real property into the Subdivision project described herein by recording a Notice of Annexation or Supplemental Declaration particularly describing the real

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property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

Section 2. Procedure for Annexation: Any such real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

Section 3. De-Annexation: Declarant may delete all or a portion of the property described in this Declaration and any annexed property from the Properties and from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property and provided that a notice of de-annexation is recorded in the Office of the Ada County Recorder in the same manner as a notice of annexation. Members other than Declarant as described above, shall not be entitled to de-annex all or any portion of the Properties except on the favorable vote of all Members of the Association and approval of Declarant so long as Declarant owns any Lot, part, parcel or portion of the Properties.

ARTICLE XV: GENERAL PROVISIONS



Section 1. Enforcement: The Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended at any time by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

Section 5. Dispute Resolution: All Disputes (as defined herein below) arising between the Declarant and the Association [or any member thereof] shall be finally determined by arbitration pursuant to the applicable rules of the American Arbitration Association. Arbitration may be commenced by either party by filing a demand for arbitration with the American Arbitration Association. Judgment upon the award rendered by the arbitrator in any arbitration in which the Declarant and the Association are among the parties, shall be final and binding and may be entered in any court having jurisdiction thereof. As used herein, the term "Disputes" shall include without limitation any controversy between the Declarant and the Association (whether or not the controversy includes third parties) arising in any way out of this Declaration or its interpretation; the

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Neighborhood Meeting Certification

ADA COUNTY DEVELOPMENT SERVICES, 200 W. Front Street, Boise, Idaho 83702

www.adaweb.net (208) 287-7900

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Ada County Code or ask one of our planners for more information on neighborhood meetings.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes all involved Neighborhood Associations and property owners within 300, 1,000, or 2,640 feet of the subject property boundary need to be invited to your meeting. See ACC 8-7A-5C (1) & (2) for uses and districts requiring the 1000' or 2,640' notification.

Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Description of proposed project: Split Lot 10 Block 3 re-subdivision
Date and time of neighborhood meeting: 1/3/2014 - 6:00 PM to 6:25
Location of neighborhood meeting: at project site

SITE INFORMATION:

Location: Quarter: _____ Section: 13 Township: 4N Range: 1E Total Acres: 0.288
Subdivision Name: Pinebrooke Place Sub Lot: 10 Block: 3

Site Address: 7744 N. Bogart LN Tax Parcel Number(s): B7084180270

APPLICANT: Owner:
Name: Wedgewood Home LLC
Address: 5320 N. Riffleway
City: Garden City State: 10 Zip: 83714
Telephone: _____ Fax: _____
Email: _____

Applicant:
J.J. Howard
5983 W State #10
Base 10 83703
846-8937 846-8822

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Ada County Code.

Michelle Foley
Signature: (Applicant)

Date: 2/19/14

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File No.:	Received By:	Date:	Stamped:

2/11

Neighborhood Meeting List Request

ADA COUNTY DEVELOPMENT SERVICES, 200 W. Front Street, Boise, Idaho 83702

www.adaweb.net | (208) 287-7900

GENERAL INFORMATION:

If you are applying for one of the uses listed below, you must conduct a Neighborhood Meeting. This meeting allows neighbors to learn more about your project before the public hearing (Ada County will notify surrounding property owners of the hearing). All involved Neighborhood Associations and property owners within 300, 1,000, or 2,640 feet of the subject property boundary need to be invited to your meeting. See ACC 8-7A-5C (1) & (2) for uses and districts requiring the 1000' or 2,640' notification.

According to Ada County Code, the meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 6 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend.

Please fill out the supplied certification form and include it with your application so we have written record of your meeting. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

*PLEASE NOTE: A FEE OF \$26.50 (Includes Tax) IS REQUIRED FOR THIS SERVICE (COUNTY PROVIDES MAILING LABELS)

PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

APPLICATION TYPE	BRIEF DESCRIPTION (REQUIRED)
<input checked="" type="checkbox"/> Subdivision (Sketch Plat and/or Prelim. Plat)	Split Lot 10 BIK 3 into two lots
<input type="checkbox"/> Conditional Use	
<input type="checkbox"/> Variance	
<input type="checkbox"/> Expansion of Extension of a Nonconforming Use	
<input type="checkbox"/> Zoning Ordinance Map Amendment	

SITE INFORMATION:

Location: Quarter: _____ Section: 13 Township: 4N Range: 1E Total Acres: 0.288
Subdivision Name: Pinebrooke Place Sub. Lot(s): 10 Block(s): 3
Site Address: 7744 N. Bogart LN Tax Parcel Number(s): _____
Current Zoning: R8 R7084180270

Please make sure to include all parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Wedgewood Homes LLC
Address: 5320 N. Riffle Way City: Garden City State: 10 Zip: 83714

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Eric Howard Business (if applicable): J.J. Howard LLC
Address: 5983 W State St Ste. D City: Boise State: 10 Zip: 83703
Fax: 846-8822 Phone: 846-8937 Cell: 283-8522

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File No.: _____ Received By: _____ Date: _____ Stamped: FFB 19 2011

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Pinebrook Place # 2

Neighborhood Meeting Sign Up Sheet

Start Time of Neighborhood Meeting: 1-3-14 6:00 PM

End Time of the Neighborhood Meeting: 1-3-14 6:25 PM

Attendees:

<u>Name</u>	<u>Address</u>
1. Eric Howard	4514 Foothill Dr Boise Id 83703
2.	
3.	
4.	
5.	
6.	
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December 17, 2013

Dear Resident,

Ada County Development requires an opportunity for a meeting between the applicant of a development proposal and the residents of the neighborhood in which the development is located, be provided prior to formal submittal of the development application to the County. This letter is such notice of an opportunity to review and discuss the proposed lot split located at 7744 N Bogart Lane Lot 10 Blk 3 of Pinebrooke Place Subdivision. This is not a public hearing; public officials will not be present. If you have any questions regarding this Ada County Development Code neighborhood pre-application meeting requirement, please contact the Planning and Development Services Department at 287-7900.

Purpose

Wedgewood Homes LLC and J.J. Howard Engineers will be available at the meeting to review and provide comments regarding the proposed Lot split.

When

Friday, January 3, 2014 at 6:00 PM

Where

7744 N. Bogart Lane
Boise, ID

See Attached

Vicinity map and location of meeting
Existing plat of lot
Proposed plat of lot split

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ADA COUNTY
DEVELOPMENT SERVICES

LEGAL PARCEL DESCRIPTION

FOR:

PINEBROOKE PLACE SUBDIVISION NO.2

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, A RE-SUBDIVISION OF LOT 10, BLOCK 3, PINEBROOKE PLACE SUBDIVISION, BOOK 95, PAGE 11649, ADA COUNTY, IDAHO, 2014. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 13, AN ALUMINUM CAP CP&F INST. NO.106060787. THENCE S 00°00'00" E, 255.16 FEET, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, TO A CALCULATED POINT NOT SET. THENCE N 89°50'08" E, 35.00 FEET, TO THE NORTH WEST CORNER OF LOT 9, THE WEST LINE OF BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION, THE POINT OF BEGINNING;

THENCE N 00°00'00" E, 94.21 FEET, ALONG THE WEST LINE OF BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION;

THENCE N 45°52'21" E, 5.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF W. UTAHNA ST.;

THENCE N 89°44'48" E, 114.34 FEET, ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. UTAHNA ST. CONTIGUOUS WITH THE NORTH LINE OF BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION;

THENCE S 45°08'36" E, 15.68 FEET, TO THE WEST RIGHT-OF-WAY LINE OF N. SUNGLOW AVE.;

THENCE S 00°00'00" E, 86.78 FEET, ALONG THE WEST RIGHT-OF-WAY LINE OF N. SUNGLOW AVE. CONTIGUOUS WITH THE EAST LINE OF BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION TO THE NORTH EAST CORNER OF LOT 9, BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION;

THENCE S 89°50'08" W, 129.04 FEET, ALONG THE NORTH LINE OF LOT 9, BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN APPROXIMATE ±.29 ACRES MORE OR LESS.

SAID PARCEL IS SUBJECT TO ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

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ADA COUNTY
DEPARTMENT OF RECORDS & ADMINISTRATION
EXHIBIT #7 5 of 9
STAFF REPORT
201400253 S
Pinebrooke Place #2

BOISE CITY SEWER EASEMENT
LIC. AGREE'T RECORDED 08/15/05
INSTR #105114457, ADA COUNTY

SUNPOINT SUBDIVISION
(ADA COUNTY INSTRUMENT # 103109912)

POINT-OF-BEGINNING

W 1/4 COR 13
AL. CAP (FND)
CP&F 8209773
REPLACED BY
ACHD 4-20-06
BRASS CAP CP & F
No. 106060787



BASIS OF BEARING

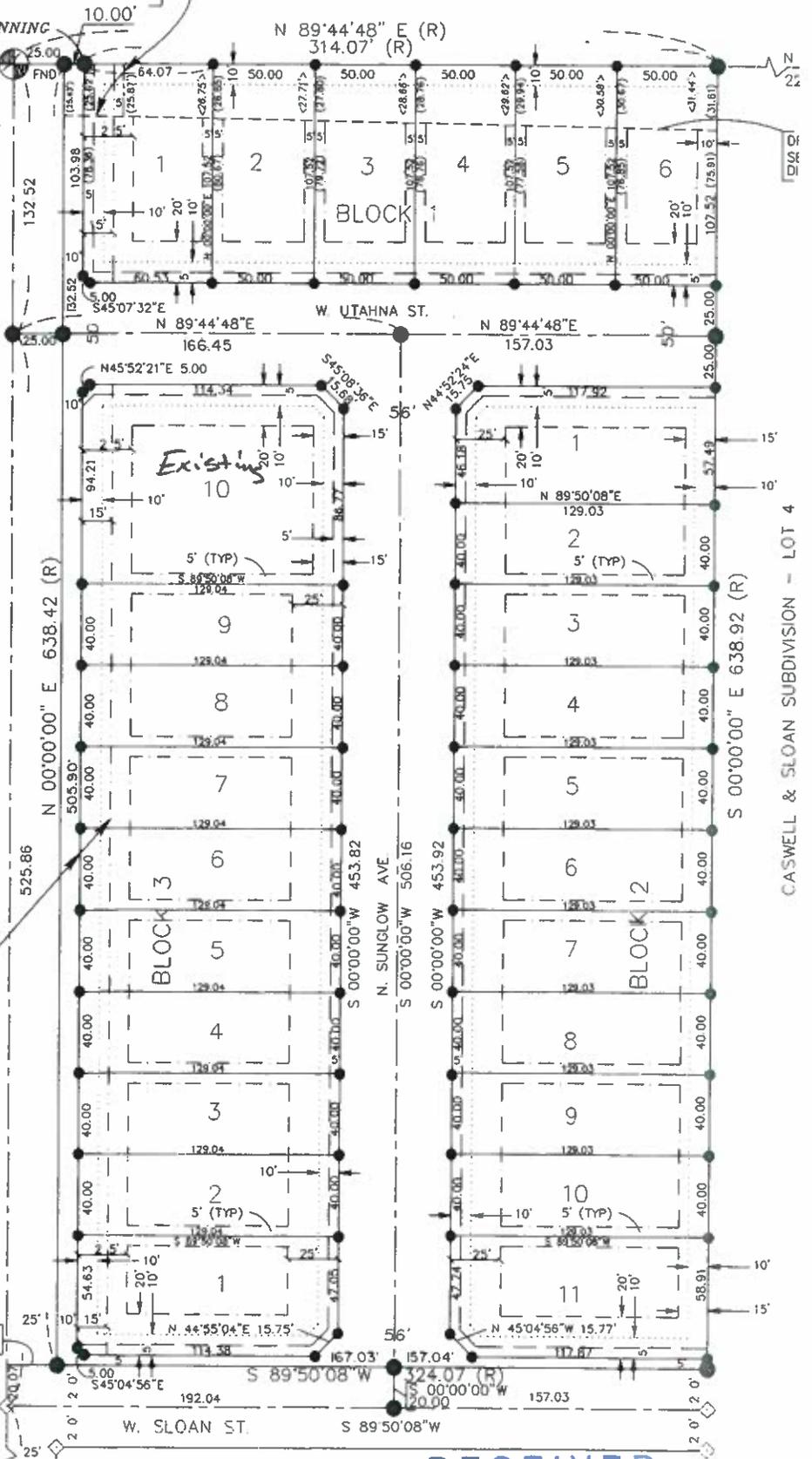
SECTION LINE = C/L N. BOGART LANE RIGHT-OF-WAY

15-FOOT LANDSCAPE
EASEMENT (Typ)

N 00°00'00" E 2621.67

N 90°00'00" E 25.00

AL. CAP (FND)
CP&F 100027915



CASWELL & SLOAN SUBD
LOT 3

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DEVELOP STAFF REPORT
201400253 S
Pinebrooke Place #2

BOISE CITY SEWER EASEMENT
LIC. AGREE'T RECORDED 08/15/05
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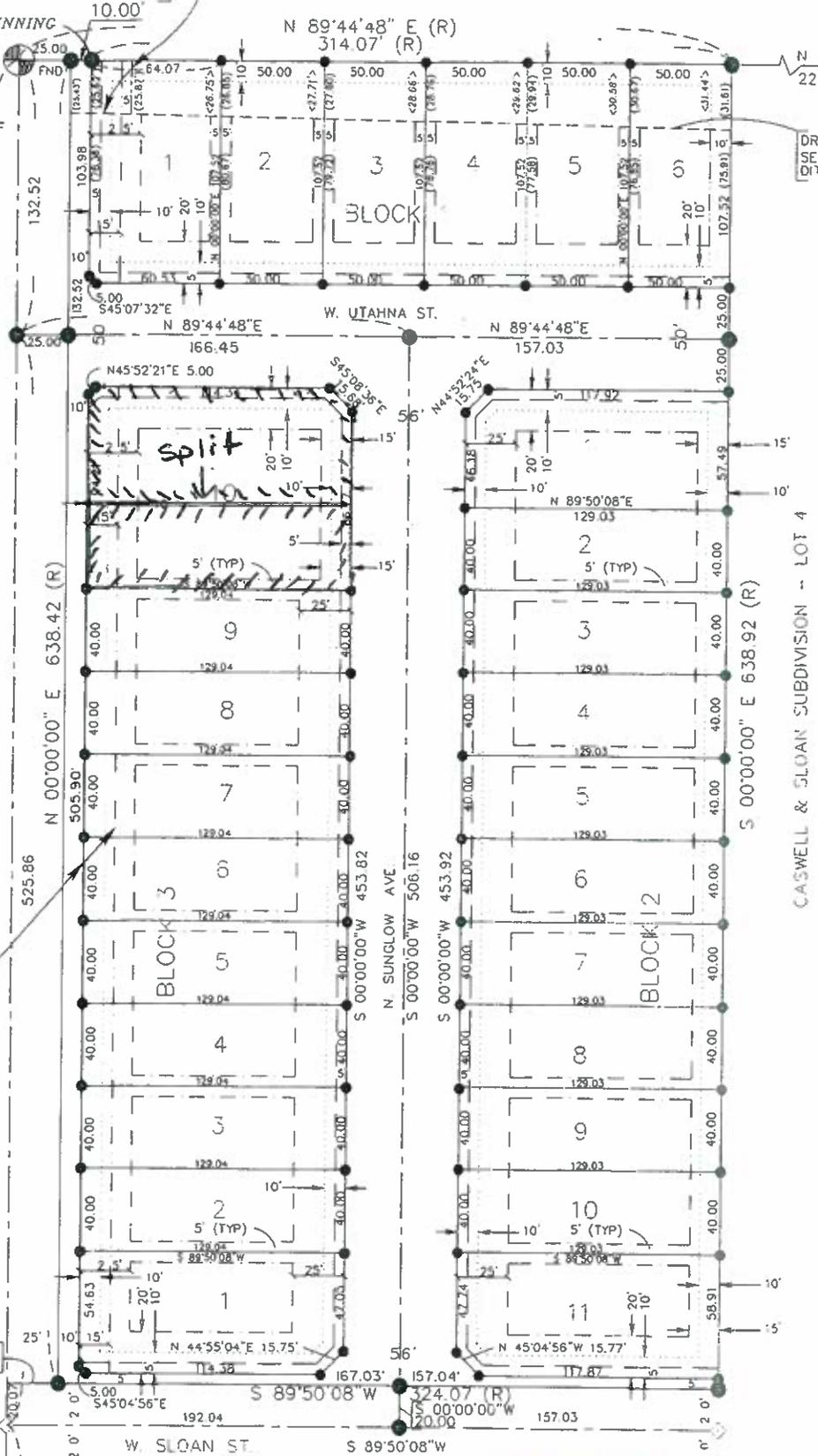
BASIS OF BEARING
SECTION LINE = C/L N. BOGART LANE RIGHT-OF-WAY

15-FOOT LANDSCAPE
EASEMENT (Typ.)

N 00°00'00" E 2621.67

N 90°00'00" E 25.00

AL. CAP (FND)
CP&F 100027915



CASWELL & SLOAN
LOT 3

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DEVELOPI STAFF REPORT
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CASA REAL
ADA COUNTY
DEVELOPMENT SERVICES

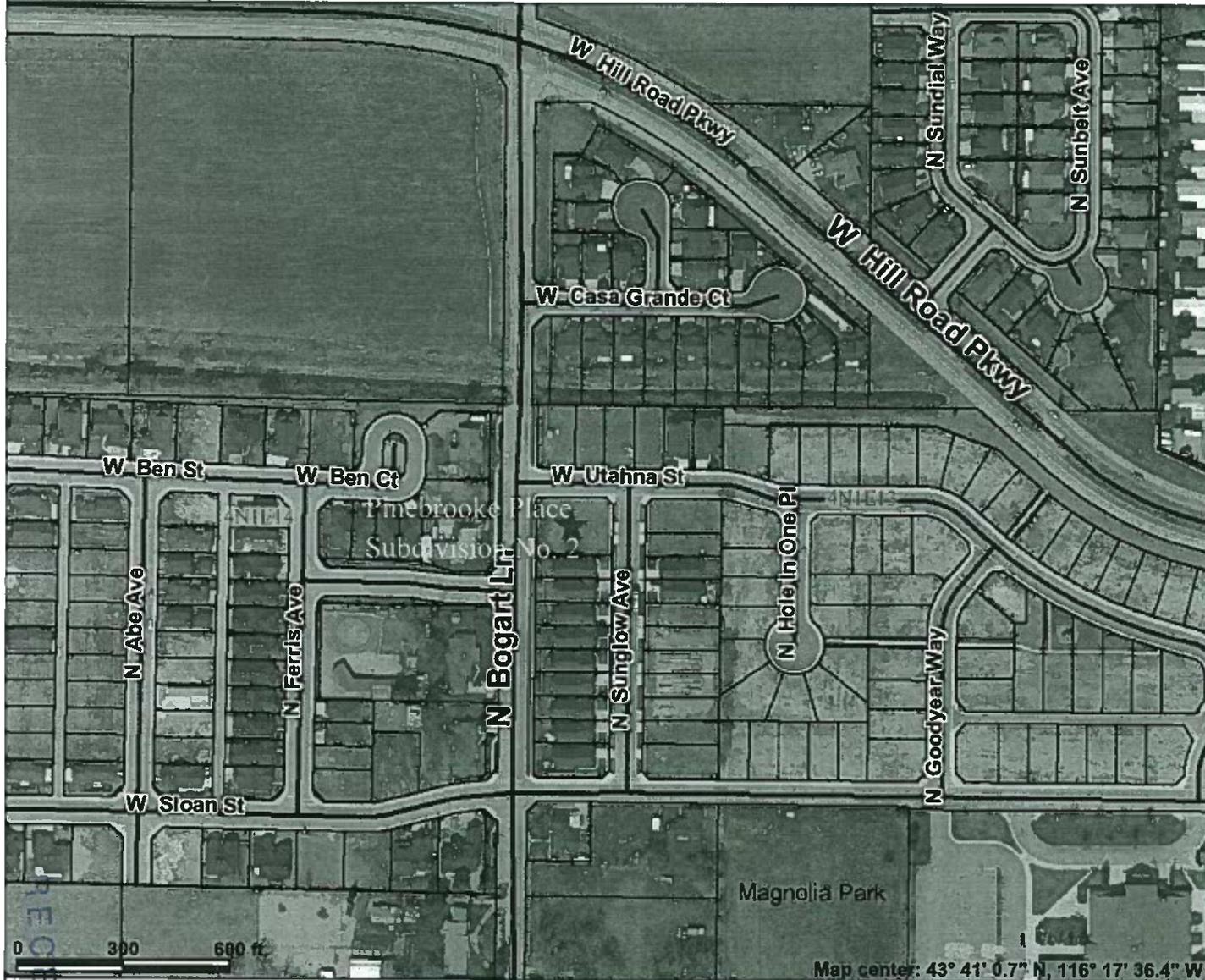
EXHIBIT #7

STAFF REPORT

201400253 S

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Pinebrooke Place Subdivision No. 2



Legend

Major Streets

- Minor Arterial
- Collector
- SECTION
- PRINCIPAL Arterial
- INTERSTATE
- Other

Minor Streets

- LOCAL
- PARKS
- PRIVATE
- RESIDENTIAL
- Other

Street Names (minor)

- Parcels
- Sections
- Ada-OQ2013
- Parks
- City Limits
- Kuna
- Boise
- Garden City
- Eagle
- Star
- Meridian

Map center: 43° 41' 0.7" N, 116° 17' 36.4" W

Scale: 1:5,193

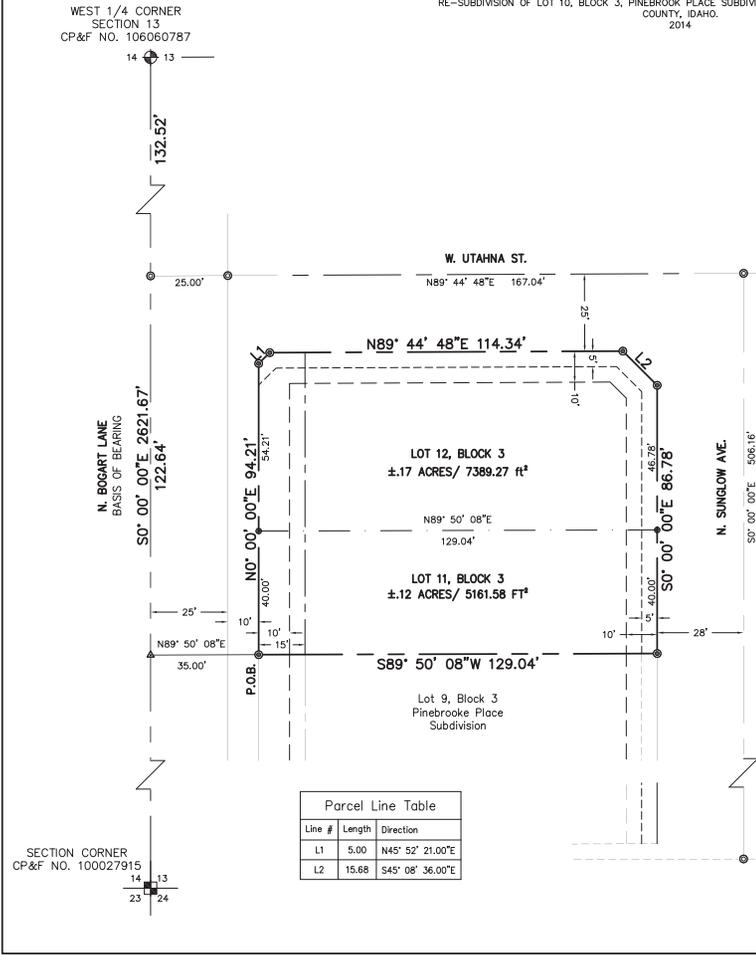
This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

EXHIBIT #7
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 Pinebrooke Place #2
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PINEBROOKE PLACE SUBDIVISION NO.2

Book _____ Page _____

A PARCEL OF LAND SITUATE IN THE NW 1/4 OF THE SW 1/4 OF SECTION 13, T.4N., R.1E., B.M., A RE-SUBDIVISION OF LOT 10, BLOCK 3, PINEBROOKE PLACE SUBDIVISION, BOOK 95, PAGE 11649, ADA COUNTY, IDAHO.
2014

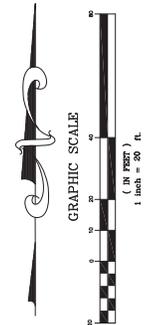


PLAT NOTES:

1. DIRECT LOT OR PARCEL ACCESS TO N. BOGART LANE IS PROHIBITED.
2. ALL BUILDING SETBACKS ON THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE SUBDIVISION.
3. ALL LOTS HAVE A TEN (10) FOOT WIDE UTILITY, DRAINAGE, AND IRRIGATION EASEMENT CONTIGUOUS TO THE FRONT AND REAR LOT LINES. LOT 1, BLOCK 1 HAS A TEN FOOT WIDE EASEMENT CONTIGUOUS WITH THE NORTH LINE ADJOINING W. UTAHNA ST.
4. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT BOISE CITY STREET LIGHT EASEMENT OVER THE TEN (10) FEET ADJACENT TO ANY STREET THAT IS DEDICATED TO THE PUBLIC. THE EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS TO EACH LOT.
5. THIS SUBDIVISION IS SUBJECT TO IRRIGATION RIGHTS IDAHO CODE 31-3805 AND IS LOCATED WITHIN THE BOISE VALLEY IRRIGATION DITCH COMPANY. ALL LOTS ARE SUBJECT TO ALL ASSESSMENTS BY THE COMPANY. PROVISIONS HAVE BEEN MADE TO DELIVER IRRIGATION WATER TO EACH INDIVIDUAL LOT IN THIS SUBDIVISION.
6. THIS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT AGREEMENT NO. 7103, RECORDED AT THE ADA COUNTY RECORDERS OFFICE AS INSTRUMENT NO. 105041405
7. THIS SUBDIVISION RECOGNIZES IDAHO CODE 22-4503, RIGHT TO FARM ACT.
8. BOISE VALLEY LATERAL'S LATERAL NO.23 HAS FULL EASEMENT RIGHTS IN THE TEN (10) FOOT UTILITY EASEMENT EAST OF THE EAST RIGHT-OF-WAY LINE OF N. BOGART LANE, AS HEREBY DEDICATED.
9. ALL LOTS ADJOINING N. BOGART LANE HAVE A FIFTEEN (15) FOOT LANDSCAPE EASEMENT CONTIGUOUS WITH THE EAST RIGHT-OF-WAY LINE OF N. BOGART LANE.
10. ANNEXATION TO THE CITY OF BOISE HAS BEEN REQUESTED AND THE CITY OF BOISE MAY ANNEX THIS SUBDIVISION AT ANY TIME IN THE FUTURE.
11. LOTS 11 AND 12 OF BLOCK 3 SHALL BE DEVELOPED WITH ATTACHED HOUSING.

LEGEND

- BOUNDARY LINE
- LOT LINES
- EXISTING LOT LINE
- SECTION LINE
- 10 FOOT UTILITY EASEMENT
- 15 FOOT LANDSCAPE EASEMENT
- 5 FOOT UTILITY EASEMENT
- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- FOUND 1/2" REPLACED WITH 5/8" IRON REBAR
- FOUND 5/8" IRON REBAR
- FOUND 1/2" IRON REBAR
- SET 1/2" IRON REBAR



ENGINEER & SURVEYOR
JJ HOWARD ENGINEERING &
SURVEYING, LLC
5983 W STATE ST., STE D
BOISE, ID 83703
PHONE: 208-846-8937

OWNER/DEVELOPER
WEDGEWOOD HOMES, LLC.
5320 N. RIFFLE WAY
BOISE, ID 83714
PHONE: 252-945-1005

Sheet 1 of 3
INDEX NO. 4-1-1-13-3-4-4-95-11649

PINEBROOKE PLACE SUBDIVISION NO.2

Book _____ Page _____

CERTIFICATE OF OWNERS:

KNOW ALL MEN BY THESE PRESENTS:

THAT WEDGEWOOD HOMES, LLC, AN IDAHO CORPORATION, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND THAT IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY STATE THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334(2). ALL OF THE LOTS IN THE PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM UNITED WATER, AND UNITED WATER HAS AGREED IN WRITING TO SERVICE ALL OF THE LOTS IN THE SUBDIVISION.

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, A RE-SUBDIVISION OF LOT 10, BLOCK 3, PINEBROOKE PLACE SUBDIVISION, BOOK 95, PAGE 11849, ADA COUNTY, IDAHO, 2014, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 13, AN ALUMINUM CAP CP&F INST. NO.106060787, THENCE S 00°00'00" E, 255.16 FEET, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, TO A CALCULATED POINT NOT SET, THENCE N 89°50'08" E, 35.00 FEET, TO THE NORTH WEST CORNER OF LOT 9, THE WEST LINE OF BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION, THE POINT OF BEGINNING;

THENCE N 00°00'00" E, 94.21 FEET, ALONG THE WEST LINE OF BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION;

THENCE N 45°52'21" E, 5.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF W. UTAHNA ST.;

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SAID PARCEL CONTAINS AN APPROXIMATE ±.29 ACRES MORE OR LESS.

SAID PARCEL IS SUBJECT TO ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE BOUNDARY OF SAID EASEMENTS.

IRRIGATION WATER HAS BEEN PROVIDED FROM BOISE VALLEY IRRIGATION, IN COMPLIANCE WITH IDAHO CODE 31-3805(B). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENT FROM BOISE VALLEY IRRIGATION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ 20____.

WEDGEWOOD HOMES, LLC
BY: RICK STEVENS, PRESIDENT

ACKNOWLEDGMENT:

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS _____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICK STEVENS, PRESIDENT, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT SAID CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE IDAHO

MY COMMISSION EXPIRES _____

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ADA COUNTY
DEVELOPMENT SERVICES

CERTIFICATE OF SURVEYOR:

I, JOSEPH R. JONES, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF PINEBROOKE PLACE SUBDIVISION NO.2 AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING THE PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.

JOSEPH R. JONES
J.J. HOWARD, INC.



IDAHO P.L.S. NO. 13992

ENGINEER & SURVEYOR
JJ HOWARD ENGINEERING &
SURVEYING, LLC
5883 W STATE ST., STE D
BOISE, ID 83703
PHONE: 208-846-8937

OWNER/DEVELOPER
WEDGEWOOD HOMES, LLC.
5330 N. RIFLE WAY
BOISE, ID, 83714
PHONE: 252-945-1005

PINEBROOKE PLACE SUBDIVISION
NO.2

Book _____ Page _____

APPROVAL OF CITY ENGINEER:

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR "PINEBROOK PLACE SUBDIVISION".

CITY ENGINEER, BOISE, IDAHO

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT:

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1328, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DISTRICT HEALTH DEPARTMENT, EHS
DATE: _____

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS:

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE _____ DAY OF _____ 2013.

CHAIRMAN: ACHD

APPROVAL OF CITY COUNCIL:

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____ 20____ THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO

CERTIFICATE OF COUNTY SURVEYOR:

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

COUNTY SURVEYOR, P.L.S. 5359

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CERTIFICATE OF COUNTY TREASURER:

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

DATE _____

COUNTY RECORDERS CERTIFICATE:

INSTRUMENT NO. _____

STATE OF IDAHO }
COUNTY OF ADA }#

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF J.J. HOWARD, LLC.

AT _____ MINUTES PAST _____ O'CLOCK _____ M., THIS _____ DAY OF _____ 20____

IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT

PAGES _____ THROUGH _____

DEPUTY

EX-OFFICIO RECORDER

ENGINEER & SURVEYOR
J.J. HOWARD ENGINEERING &
SURVEYING, LLC
5983 W STATE ST., STE D
BOISE, ID 83703
PHONE: 208-846-8937

OWNER/DEVELOPER
WEDGEWOOD HOMES, LLC
5320 N. RIFFLE WAY
BOISE, ID, 83714
PHONE: 252-945-1005





DEVELOPMENT AGREEMENT BETWEEN
THE COUNTY OF ADA, IDAHO, AND
WEDGEWOOD HOMES, LLC

RELATIVE TO THE PROPERTY KNOWN AS 7744 N. BOGART LANE TO BE
PINEBROOK PLACE SUBDIVISION

THIS DEVELOPMENT AGREEMENT (hereinafter this "Agreement") is entered into as of this 30th day of August, 2004, by and between the COUNTY OF ADA, a Political Subdivision of the State of Idaho, party of the first part, (hereinafter called the "County"), and Wedgewood Homes, LLC, party of the second part, (hereinafter called the "Developer"), pursuant to the authority of Idaho Code § 67-6511A, *et seq.*

WITNESSETH:

WHEREAS, Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Ada, State of Idaho, which land is hereinafter referred to as the "Project"; and,

WHEREAS, County has authority to rezone property pursuant to Title 8 of the Ada County Code and Section 67-6504 of the Idaho Code; and,

WHEREAS, County has authority to enter into development agreements to condition rezones; and,

WHEREAS, Developer desires to be assured that it may proceed with development of the Project in accordance with this Agreement. In order to obtain this benefit, Developer has determined that it is advantageous to Developer to enter into the Agreement.

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

Section 1. Development Of The Project.

1.1 Effective Date. In accordance with Idaho Code § 67-6511A, this Agreement will be effective upon the publication of Ordinance #576, approving the rezone for the Project.

1.2 Permitted Use, Density, and Intensity of Use. This Agreement shall vest the right to develop the Project, as described in Exhibit "1" attached hereto and by this reference made a part hereof, with respect to the approved application(s) File No.(s) #04-27-S/04-21-ZC/04-21-DA as restricted by the Conditions of Approval attached to this Agreement as Exhibit "2".

Failure to comply or bond for completion of the Project within the time frame established in the Conditions of Approval, Title 8 of the Ada County Code or the terms of this Agreement shall result in a default of this Agreement by the Developer.

1.3 Schedule: The schedule for development of the Project is as contained in the Conditions of Approval attached hereto.

In the event the Developer fails to commence or complete the Project within the time periods herein stated, the Developer shall be in default of this Agreement.

1.4 Changes in State and Federal Law. This Agreement shall not preclude the application to the Project of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, County and Developer shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended in order to comply with the law and shall prepare and process the necessary amendment or amendments to this Agreement, or the Board may elect to terminate this Agreement pursuant to Section 3.5.

1.5 Police Power. Nothing in this Agreement shall be construed to be in derogation of the County's police power to protect the public health and safety in the case of an emergency. For purposes of determining whether the County can exercise its police power inconsistent with the

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provisions and conditions of this Agreement, "emergency" shall mean a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services involving the Property or the community.

Section 2. Cooperation In The Event Of Legal Action. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action or proceeding. The County and Developer may agree to select mutually agreeable legal counsel to defend such action or proceeding, or each party may select its own legal counsel at each party's expense. In no event shall the County be required to bear the cost of such defense(s) (except for the cost of the County's own attorneys), and Developer shall save and hold County harmless from claims or awards for third party attorneys' fees and costs.

Section 3. Violation; Annual Review; Remedies; Termination.

3.1 General Provisions. Failure or unreasonable delay by the Developer to perform any term or provision of this Agreement, after written notice thereof from the County, shall constitute a violation under this Agreement. Said notice shall specify the nature of the alleged violation and the manner in which said violation may be satisfactorily cured. If the nature of the alleged violation is such that it cannot reasonably be cured within 90 days after written notice, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the 90-day period without cure, the violation will be deemed a default under this Agreement and the County, at its option, may institute

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Pinebrooke Place #2

legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement.

Evidence of violation may also arise in the course of the regularly scheduled annual review of this Agreement as described in Section 3.2, below, and any such violation shall be subject to the provisions of this Section 3.1, in addition to the provisions of Section 3.2, below.

3.2 Annual Review. Each year during the term of this Agreement, the Developer shall submit a status report detailing the status of each condition of approval to the Director. The reasonable costs incurred by County in connection with the annual review process shall be borne by Developer. (Ada County Code 8-7A-2D). If the Director finds and determines that Developer has not complied with such terms and conditions, the Director shall schedule this Agreement for hearing in front of the Board of Ada County Commissioners, following the notice and hearing procedures as outlined in Idaho Code § 67-6511A.

3.3 Violations by County. In the event County violates under the terms of this Agreement, Developer shall have all rights and remedies provided herein or under applicable law, including without limitation the right to seek specific performance by the County. But in no event shall Developer have any right to monetary damages.

3.4 Enforced Delay; Extension of Time of Performance.

a) In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strike, walk-out, riot, flood, earthquake, fire, casualty, or act of God.

b) Performance hereunder shall not be deemed in default where delays or defaults are due to governmental agencies. An extension of time necessary to gain approval of another independent

governmental agency as required in the conditions of approval will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

c) Upon the request of either party hereto, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

3.5 Termination.

a) This Agreement may be terminated, and the zoning designation upon which the use is based reversed to the previously designated District, upon the failure by the Developer to comply with the terms and conditions contained in this Agreement after notice by the County to the Developer, or upon the failure of the Developer, each subsequent owner or each other person acquiring an interest in the Project site to comply with the terms and conditions in this Agreement and after the Board has complied with the notice and hearing provisions of Idaho Code § 67-6511A.

b) This agreement terminates upon completion of conditions.

Section 4. **Hold Harmless – Indemnification.**

4.1 Developer shall defend, indemnify, and hold the County, its officers, agents, and employees harmless for injuries to persons or property resulting from the negligence or willful conduct of Developer, its agents or employees in performing the duties described in this Agreement.

In the event the County is alleged to be liable in any manner, as a result of acts, omissions, or negligence of Developer, the Developer shall indemnify and hold the County harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of the Developer. In the event the County is alleged to be liable on account of alleged acts, omissions, or negligence, or all three (3), of the Developer, the Developer shall defend such allegations through counsel chosen by the County and the Developer shall bear all costs, fees, and expenses of

such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

County agrees to hold harmless, defend, and indemnify Developer, its officers, agents, and employees from and against all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with any activities of County, County's agents, officials, employees, or representatives under this Agreement.

Developer guarantees the County that all services, programs, or activities provided under this Agreement will be in accordance with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Further, Developer agrees to indemnify, defend, and hold harmless the County for any loss, expense, or damage of any type experienced by the County as a result of Developer's violation of the guarantee requirements of this paragraph.

Section 5. Notices.

5.1 Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). If given by registered or certified mail, a notice shall be deemed to have been given and received on actual receipt by the addressee. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. A courtesy copy of the notice may be sent by facsimile transmission. Any party may designate any other address in substitution of the address contained herein by like written notice.

5.2 Notices shall be given to the parties at their addresses set forth below:

If to County, to:
Ada County Development Services Department
200 W. Front Street, Room 2125

If to Developer, to:
Wedgewood Homes, LLC
7747 N. Duncan Lane

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ADA COUNTY
DEVELOPMENT SERVICES

Boise, Idaho 83702
Attention: Director
Telephone: 208-364-2277
Facsimile: 208-364-2406

Boise, Idaho 83714

With copy to:

Ada County
Attention: Chief Civil Deputy Prosecuting Attorney
200 W. Front Street, Room 3191
Boise, Idaho 83702
Telephone: 208-287-7700
Facsimile: 208-287-7719

Section 6. Assignment.

6.1 If all or any portion of the Project is transferred by Developer to any person or entity ("Transferee"), Developer may assign or transfer to Transferee all or any portion of its interests, rights, or obligations under this Agreement with respect to the transferred property. The assignment or transfer of interests, rights, or obligations under this Agreement shall not require County approval, but shall be subject to the provision of this Section 6.

6.2 It is the intent of the parties that, as the Project is developed, all requirements of the Conditions of Approval(s) shall be met. If Developer transfers any portion of the Property to a Transferee, Developer shall continue to be responsible for performing the obligations under this Agreement as to the transferred property until such time there is delivered to County a legally binding instrument substantially in the form as attached hereto (an "Assignment") whereby Transferee agrees to perform all conditions of approval(s), and/or other obligations of this Agreement applicable to the transferred property as set forth in Idaho Code § 67-6511A. No fewer than thirty (30) days prior to entering into the Assignment, Developer shall submit to the Director a draft of the Assignment, conditions of approval(s) and any other obligations detailing the obligations to be assumed by Transferee pursuant to the Assignment.

Section 7. Entire Agreement; Counterparts; Exhibits; Recording.

7.1 Waivers. No provision or condition of this Agreement shall be considered waived unless duly amended as provided in Section 1.2. The failure of the County to require strict performance of any term or condition of this Agreement or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the County.

7.2 Duty to Act Reasonably. Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

7.3 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit 1 – Legal Description

Exhibit 2 – Conditions of Approval for file #04-27-S

Exhibit 3 – Plat

7.4 Recordation of Agreement. The County shall record an executed original of this Agreement at the Ada County Recorder's Office. Developer agrees to pay all recording fees necessary to record this Agreement with the Ada County Recorder's Office.

Section 8. Covenants Appurtenant To The Project.

8.1 All covenants and conditions set forth herein shall be appurtenant to and run with the Project and shall be binding upon Developer's heirs, successors, and assigns.

Section 9. Miscellaneous.

9.1 Amendment. Modifications to this Agreement may be made only by the permission of the Board after complying with the notice and hearing provisions of Idaho Code § 67-6511A.

9.2 Interpretation: Any term contained in this Agreement will be defined pursuant to Title 8 of the Ada County Code and if not contained therein general common understanding of the word will apply.

9.3 No Agency, Joint Venture or Partnership. County and Developer hereby renounce the existence of any form of joint venture or partnership between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making County and Developer joint venturers or partners.

9.4 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded and this Agreement shall continue in effect. However, if such provision is not severable from the balance of the Agreement so that the mutually dependent rights and obligations of the parties remain materially unaffected, this Agreement shall become void.

9.5 Construction. This Agreement has been reviewed and revised by legal counsel for both County and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. This instrument constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

9.6 Choice of Law. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Fourth Judicial District, State of Idaho.

9.7 Merger and Integration. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All

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previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.

9.8 Third Party Beneficiaries. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

Board of Ada County Commissioners

By: *Rick Yzaguirre*
Rick Yzaguirre, Chairman

By: ABSENT
Judy M. Peavey-Derr, Commissioner

By: *Fred Tilman*
Fred Tilman, Commissioner

ATTEST:

J. David Navarro
J. David Navarro, Ada County Clerk
Christina Kirk, Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of March, 2005, before me a notary public, personally appeared ^{Phm} ~~Judy M. Peavey-Derr~~, Fred Tilman, and Rick Yzaguirre, known or identified to me, to be the County Commissioners of Ada County, that executed the said instrument, and acknowledged to me that Ada County executed the same.



Dee Mahaffey
Notary Public for Idaho
Commission Expires August 1, 2008

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Developer

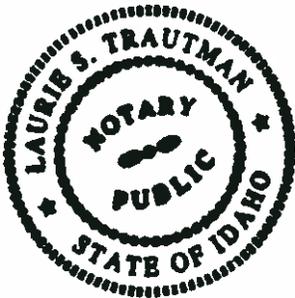
Rick O. Stevens
By

President

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of April, 2005, before me, a notary public, personally appeared Rick O. Stevens, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Laurie S. Trautman
Notary Public for Idaho
Commission Expires 6/25/2009



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DEVELOPMENT SERVICES

**PINEBROOKE PLACE SUBDIVISION
LEGAL DESCRIPTION**

A tract of land situated in the Northwest Quarter of Section 13, Township 4 North, Range 1 East of the Boise Meridian in Ada County, Idaho, described as the West One Half of Lot 4, Caswell & Sloan Subdivision, according to the official Plat thereof, Filled in Book 4 of Plats at Page 172, Records of Ada County, Idaho being more particularly described by metes and bounds as follows:

Commencing at a found aluminum cap marking the West 1/4 corner of Section 13, Township 4 North, Range 1 East of the Boise Meridian;

thence North 89°44'48" East 25.00 feet along the center section line of said Section 13 to a 5/8" iron pin, said pin marking the northwest corner of Lot 4, Caswell & Sloan Subdivision and the REAL POINT OF BEGINNING of this description;

thence continuing North 89°44'48" East 324.07 feet along the center section line, said line also being the boundary line common to Sunpoint Subdivision and Caswell & Sloan Subdivision to a 5/8" iron pin marking the mid point of the north lot line of Lot 4, Caswell & Sloan Subdivision;

thence South 00°00'00" West 638.92 feet along the mid lot line of said Lot 4 to a 5/8" iron pin on the North right-of-way of W. Sloan Street;

thence South 89°50'08" West 324.07 feet to a 5/8" iron pin, said pin marking the southwest corner of Lot 4, Caswell & Sloan Subdivision and the intersection of the right-of-way lines for W. Sloan Street and N. Bogart Lane;

thence North 00°00'00" East 638.42 feet along the west side of Lot 4 and the East right-of-way of N. Bogart Lane to the REAL POINT OF BEGINNING.

This tract contains a calculated area of 4.75 acres more or less.



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EXHIBIT 2

CONDITIONS OF APPROVAL
File # 04-27-S/04-21-ZC/04-21-DA
PINEBROOK PLACE SUBDIVISION

REQUIRED ACTIONS. THE FOLLOWING LIST DETAILS THE TASKS (IN ORDER) THAT THE APPLICANT AND/OR OWNER MUST COMPLETE BEFORE THE APPROVAL OF File #04-27-S/04-21-ZC/04-21-DA WILL BE CONSIDERED FINAL. PLEASE NOTE THAT THE APPLICANT AND/OR OWNER HAVE UNTIL TWO YEARS OF THE WRITTEN DECISION OF THE BOARD TO COMPLETE THESE TASKS AND SUBMIT A FINAL PLAT UNLESS A TIME EXTENSION IS GRANTED. SEE SECTION 8-7-1 AND 8-7-6 OF THE ADA COUNTY CODE FOR INFORMATION ON TIME EXTENSIONS.

1. The applicant and/or owner shall obtain written approval of the plat from the agencies noted below. The approval may be either on agency letterhead referring to the approved use or may be written/stamped upon a copy of the approved plat. All site improvements are prohibited prior to approval of these agencies.
 - a) Boise City Public Works Department must approve the sewer hook-up/street lights.
 - b) United Water Company must approve the community water system connection.
 - c) The North Ada County Fire & Rescue District must approve all fire flow requirements and/or building plans.
 - d) Idaho Power Company must approve electrical power service.
 - e) The County Engineer must approve a surface drainage run-off plan review. As recommended by Central District Health, this plan shall include pre-treatment of the stormwater through a grassy swale prior to discharge to the subsurface. This swale shall be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties". Please contact the County Engineer at 287-7900 for fee and application information. See Section 8-4A-11 of the Ada County Code for drainage plan standards.
2. Approved street signs shall be installed prior to any building permits being issued for this subdivision.
3. A final plat shall be meet the final plat specifications listed in Section 8-6-4.3 of the Ada County Code.
4. A final plat shall be in substantial conformance with the approved preliminary plat.
5. Any adjustments to the preliminary plat must conform to the design standards in Title 8, Chapter 6, Article A of the Ada County Code.
6. Prior to approval by the Board of County Commissioners, the plat shall contain the following certificates and/or endorsements:
 - a. signature of the owner(s),

CONDITIONS OF APPROVAL
File #04-27-S/04-21-ZC/04-21-DA PINEBROOK PLACE SUBDIVISION
Bud Aune

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- b. certificate of the plat surveyor,
 - c. certificate of the County Surveyor,
 - d. endorsement of the Central District Health Department,
 - e. endorsement of the Ada County Highway District.
 - f. endorsement of the Boise City Engineer.
7. The following statements shall appear on the face of the final plat:
- a. This development recognizes Idaho Code §22-4503, Right to Farm Act, which states:
"No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."
 - b. Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision.
 - c. All common lots shall be owned and maintained by a Homeowner's Association.
 - d. Pinebrooke Place Subdivision is subject to Development Agreement # _____.
 - e. Lots 2 through 9, Block 3, and Lots 1-10, Block 2, are required to have attached housing.
 - f. Access to Bogart Lane is restricted to the one existing driveway. If the existing house is eliminated or redeveloped, future access to Bogart Lane will be restricted.
 - g. A minimum of a fifteen-foot (15') landscape buffer along Bogart Lane shall be shown on the final plat as a landscape lot or as an easement.
8. The Board of County Commissioners must approve the final plat for the proposed subdivision within 24 months of the Board of County Commissioner's approval of the preliminary plat.
9. No building permits will be issued until a final plat is recorded through the County Recorder's Office and parcel number(s) have been issued by the County Assessor's Office.
10. All public rights of way shall be dedicated and constructed to standards of the Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District rights of way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 387-6100. Your File #04-27-S/04-21-ZC/04-21-DA is required.
11. All utilities shall be installed underground.

CONDITIONS OF APPROVAL

File #04-27-S/04-21-ZC/04-21-DA PINEBROOK PLACE SUBDIVISION

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12. Compliance with Section 31-3805 of the Idaho Code pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the specific requirements of the applicable irrigation district(s) (Pioneer, Dry Creek, Ballantyne, and Farmers Union) and Drainage District #2 is required.
13. Installation of fire protection facilities as specifically required by North Ada County Fire & Rescue District is required.
14. There shall be easements provided for utilities, drainage, and irrigation abutting to all public street right-of-way and subdivision boundaries, and where considered necessary, centered on the interior property lines. Said easements shall have a minimum width of ten feet (10').
15. The development standards (building heights, setback requirements, and street frontage) of the R8 District shall be used for the development of this property, unless more restrictive standards are imposed by overlay districts or other standards of the Ada County Code.
16. All submittals of required compliance letters and plans (drainage, and development) must be accompanied by your application File #04-27-S/04-21-ZC/04-21-DA.
17. No construction, grading, filling, clearing, or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Ada County Engineer. The drainage design plan shall include all proposed site grading.
18. Upon approval of the drainage design plan, the applicant shall obtain a grading permit or waiver from the Ada County Building Official. The grading permit shall conform to the approved drainage design plan. The drainage design plan shall include, but is not limited to, the following:
 - a. Identification of high ground water areas, poorly drained areas, and areas being developed over soils with poor drainage characteristics, poor soil-bearing capacity, hydric soils, liquefaction and soil strength loss.
 - b. These areas shall be identified on the drainage design plan and specific measures included in the design to overcome the adverse effects of these characteristics (i.e., concentration of ground water in building crawl spaces, subsidence of foundations, etc.). The plan shall comply with the International Building Code as adopted by Ada County. Special submittals including a site-specific geotechnical report may be required by the Ada County Engineer. The drainage design plan shall be prepared and submitted by a Professional Engineer or design professional licensed in the State of Idaho.
19. Prior to acceptance of a final plat by the Ada County Engineer, all drainage improvements and site grading shall be completed. The County Engineer shall inspect and approve all drainage improvements, except where bonding is provided. As-built drawings, acceptable to the County Engineer in form and substance, shall be submitted prior to final inspection and approval of the drainage improvements.
20. Prior to Board approval of a final plat, the applicant shall have obtained and completed any required grading permit.

CONDITIONS OF APPROVAL

File #04-27-S/04-21-ZC/04-21-DA PINEBROOK PLACE SUBDIVISION

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21. Lighting within the development shall comply with the Lighting Standards set forth in Article 8-4H of the Ada County Zoning Ordinance and any standards established by Boise City Public Works Department.
22. All surety and surety agreements shall comply with Article 8-4K of the Ada County Code.
23. Compliance with the final development agreements is required. Upon approval by the Board, the final development agreements shall be recorded in the Ada County Recorder's Office.
24. A minimum fifteen-foot (15') landscape buffer shall parallel Bogart Lane and shall be shown on the final plat as a landscape lot or as an easement.
25. The applicant and/or owner shall provide an on-site turnaround for the existing driveway fronting on Bogart Lane to prevent vehicles from backing into Bogart Lane. Should the dwelling be reconstructed or removed in the future, access to Bogart Lane shall be restricted.
26. The existing dwelling on the subject property shall be connected to municipal services.
27. Lots 2 through 9, Block 3, and Lots 1-10, Block 2 are required to have attached housing.

CONDITIONS OF APPROVAL

File #04-27-S/04-21-ZC/04-21-DA PINEBROOK PLACE SUBDIVISION

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PLAT RECORDING SHEET

INSTRUMENT NO. 106078000

BOOK 95

PAGE 11644

thru 11650

SURVEYOR James M Rees

SUBDIVISION NAME Pinebrooke Place Sub

OWNERS Wedgewood Homes

AT THE REQUEST OF Wedgewood Homes

COMMENTS NW 1/4 SW 1/4 Sec 13 T4N

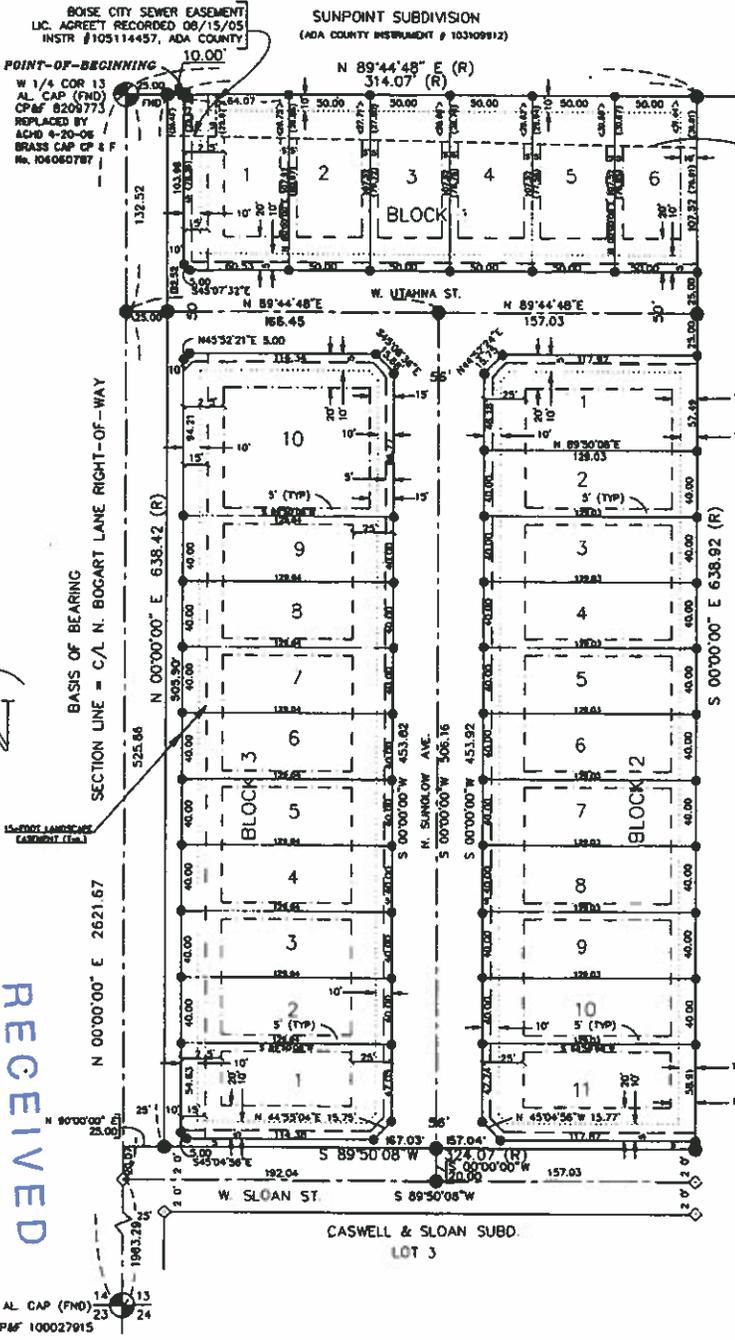
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PINEBROOKE PLACE SUBDIVISION

IN THE NW 1/4 SW 1/4, SEC. 13, T.4N., R.1E., B.M.
 A RESUBDIVISION OF THE W 1/2 LOT 4
 CASWELL & SLOAN SUBDIVISION, BOOK 4 PAGE 172
 ADA COUNTY, IDAHO
 2006



CP&F 100009196
 C 1/4
 AXLE (R)
 SEC. 13
 N 89°44'48"E
 2291.36 (R)

DRAINAGE DISTRICT NO. 2 - DRAIN DITCH #15 EASEMENT LINE.
 SEE LICENSE AGREEMENT INSTRUMENT #103149360 DATED 10/08/05.
 DITCH EASEMENT LINE EQUALS REAR SETBACK LINE.



NOTES:

- LOT ACCESS TO BOGART LANE**
 DIRECT LOT OR PARCEL ACCESS TO N. BOGART LANE IS PROHIBITED EXCEPT FROM THE ONE EXISTING DRIVEWAY SERVING LOT 10, BLOCK 3. IF THE EXISTING HOUSE IS DEMOLISHED OR REDEVELOPED IN THE FUTURE, ACCESS TO N. BOGART LANE WILL BE RESTRICTED.
- BUILDING RESTRICTIONS**
 LOTS 1 THROUGH 10, BLOCK 2, AND LOTS 2 THROUGH 8, BLOCK 1, ARE REQUIRED TO HAVE ATTACHED HOUSING.
- BUILDING SETBACKS**
 ALL BUILDING SETBACKS ON THIS PLAN SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE SUBDIVISION.
- RESUBDIVISION**
 ANY RECONSTRUCTION OF THIS PLAN, OR ANY PORTION THEREOF, SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- UTILITY/DRAINAGE/IRRIGATION EASEMENTS**
 ALL LOTS HAVE A TEN (10) FOOT WIDE EASEMENT CORRIDOR TO THE FRONT LOT LINES, THE PLANNING STREET LOT LINES, AND THE REAR LOT LINES OF ALL LOTS IN BLOCK 1.
- BOISE CITY STREET LIGHT EASEMENT**
 ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT BOISE CITY STREET LIGHT EASEMENT OVER THE TEN (10) FEET ADJACENT TO ANY STREET THAT IS DEDICATED TO THE PUBLIC. THE EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS TO EACH LOT.
- IRRIGATION RIGHTS**
 THIS SUBDIVISION IS SUBJECT TO BRAD CODE 31-2020 AND IS LOCATED WITHIN THE BOISE VALLEY IRRIGATION DITCH COMPANY. ALL LOTS ARE SUBJECT TO ALL ASSIGNMENTS BY THE COMPANY. PROVISIONS HAVE BEEN MADE TO DELIVER THROUGH WATER TO EACH INDIVIDUAL LOT IN THIS SUBDIVISION.
- DEVELOPMENT AGREEMENT**
 PINEBROOKE PLACE SUBDIVISION IS SUBJECT TO DEVELOPMENT AGREEMENT NO. 7103, RECORDED IN THE OFFICE OF THE ADA COUNTY RECORDER AS INSTRUMENT #16541405.
- RIGHT TO FARM ACT (I.C. 22-4303)**
 THIS DEVELOPMENT RECOGNIZES OREGON CODE 22-4605, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION OR AN APPEARANCE TO IT SHALL BE OR BECOME A NUISANCE, PESTICE OR PUBLIC OR ANY OTHER CONVICTION OR ON ABOUT THE SUBDIVISION INDIVIDUALLY ACQUIRED AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, UNLESS THE OPERATION WAS NOT A NUISANCE AS BY THE TIME THE OPERATION BEGAN, PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO ANY OPERATION THAT RESULTS FROM THE SUPERIOR OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPEARANCE TO IT."
- BOISE VALLEY LATERAL (LATERAL #23)**
 BOISE VALLEY LATERAL #23 LATERAL #23 HAS FULL EASEMENT RIGHTS IN THE 10' UTILITY EASEMENT NORTH OF AND CONTIGUOUS TO THE E. SLOAN STREET RIGHT-OF-WAY, AS HEREBY DEDICATED, AND THE EAST RIGHT-OF-WAY LINE OF NORTH BOGART LANE, AS HEREBY DEDICATED.

- LEGEND**
- (R) POINT MARKER AS NOTED
 - 3/4" 24" IRON S/C W/ SET BACKS OR OTHER NOTES
 - 1/4" 24" IRON S/C W/ SET BACKS OR OTHER NOTES
 - ◇ CALCULATED POINT - NO INSTRUMENT SET
 - (R) VOUCHER INFORMATION OF RECORD
 - CH. 137 SPECIAL REAR YARD SETBACKS IN BLOCK 1

- BOUNDARY LINE
- CENTER LINE
- RIGHT-OF-WAY LINE
- BOGART LN LANDSCAPE BUFFER
- BOISE VALLEY IRRIGATION DITCH COMPANY (LAND, 233), DRAINAGE, AND UTILITY EASEMENT
- DRAINAGE DISTRICT #2 DRAIN #15 EASEMENT
- EASEMENT
- LOT LINE
- SETBACK LINE
- BOISE CITY SEWER EASEMENT



MTC, Inc. Engineers and Surveyors	707 N. 27th St. Boise, Idaho 83702 (208)345-0780 FAX (208)343-8967	JOB No. 04-799
	SHEET 1 OF 2	

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 EXHIBIT #12
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 Pinebrooke Place #12

PINEBROOKE PLACE SUBDIVISION
IN THE NW 1/4 SW 1/4, SEC. 13, T.4N., R.1E., B.M., Ada County, Idaho
A RESUBDIVISION OF THE W 1/2 LOT 4
CASWELL & SLOAN SUBDIVISION, BOOK 4 PAGE 172
ADA COUNTY, IDAHO
2006

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: WEDGEWOOD HOMES, L.L.C., an Idaho corporation, is the owner of the property, in fee simple, and that it is their intention to and that they do hereby include the land described as follows in this plot: A parcel of land located in the Northwest 1/4 of the Southwest 1/4 of Section 13, T.4N., R.1E., B.M., Ada County, Idaho, more particularly described as follows: commencing at a aluminum cap marking the corner common to Sections 13, 14, 23, and 24, T.4N., R.1E., B.M., Ada County, Idaho, thence N. 00°00'00" E. 2821.07 feet on the line common to said Sections 13 and 14 to a brass cap marking the one-quarter corner common to said Sections 13 and 14, thence along the East-West mid-section line of said Section 13 N. 89°44'48" E. 25.00 feet to a found 5/8" rebar with a plastic cap (marked MTS PLS 273) at a point on the Easterly right-of-way line of N. Bogart Lane, said point also being the Southwest corner of Sunpoint Subdivision as recorded in the Office of the Ada County Recorder in Book 86 of Plats at pages 9722 and 9723 (Instrument No. 103109912), thence continuing along said East-West mid-section line, said line also being the South boundary line of said Sunpoint Subdivision, N. 89°44'48" E. 10.00 feet to a point marked by a 5/8" rebar, said point being the POINT-OF-BEGINNING; thence continuing on said mid-section line N. 89°44'48" E. 314.07 feet to a 5/8" rebar, thence leaving said mid-section line S. 00°00'00" E. 638.92 feet to a 5/8" rebar at a point on the Northerly right-of-way line of W. Sloan Street, thence on said Northerly right-of-way line S. 89°50'08" W. 324.07 feet to a 5/8" rebar at a point on the Easterly right-of-way line of N. Bogart Lane, thence on said Easterly right-of-way line N. 00°00'00" E. 638.42 feet to a 5/8" rebar at said Southwest corner of Sunpoint Subdivision, thence along said mid-section line N. 89°44'48" E. 10.00 feet to the POINT-OF-BEGINNING, containing a calculated area of 4.7514 acres more or less. The public streets as shown on this plot are hereby dedicated to the public. The easements shown on this plot are not dedicated to the public but the right to use said easements is hereby perpetually reserved for public utilities and such other uses as shown on the this plot. No permanent structures are to be erected within the lines of said easement. All lots in the plot receive water from United Water Idaho, Inc. of Boise, Idaho, and United Water Idaho, Inc. has agreed in writing to serve all lots in the subdivision.

Rick Stevens
WEDGEWOOD HOMES, L.L.C.
RICK STEVENS, MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF ADA

On this 29th day of December, 2005 A.D., before me the undersigned, a Notary Public in and for said State, personally appeared Rick Stevens, known to me to be the manager of WEDGEWOOD HOMES, L.L.C., an Idaho limited liability company, who acknowledged to me that he executed the foregoing instrument on behalf of said company and that said company executed the same.



WHEREOF: I have hereunto set my hand and affixed my seal the day and year first above written.
G. R. Reed Residing in Boise, Idaho. My Commission expires June 21, 2007

CERTIFICATE OF COUNTY TREASURER

I, Lynnda Fischer County Treasurer, in and for the County of Ada, State of Idaho, per the requirements of IC 50-1306, do hereby certify that any and all current and/or delinquent County Property Taxes on the property included in this proposed subdivision have been paid in full. This certification is valid for the thirty (30) days only.

Lynnda Fischer by Wanda Vukobratovic 5-17-06
County Treasurer Date

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, County Surveyor for Ada County, Idaho, do hereby certify that I have checked this plot and find that it complies with the State of Idaho Code relating to plats and surveys.

Jerry G. Heston
Acting Ada County Surveyor
4-21-2006

COUNTY RECORDERS CERTIFICATE

INSTRUMENT No. 106029000
STATE OF IDAHO
COUNTY OF ADA

I hereby certify that this plot of Pinebrooke Place Subdivision was filed at the request of Wedgewood Homes at 4 minutes past 9 o'clock this 19th day of May, 2006 A.D., in my office and was duly recorded in Book 95 of Plats at Pages 11649 and 11650.

A. Olson J. David Narvane \$11.-
Deputy Ex-officio Recorder Fee

CERTIFICATE OF SURVEYOR

I, James M. Rees, do hereby certify that I am a professional surveyor, licensed by the State of Idaho, and that this plot of PINEBROOKE PLACE SUBDIVISION, as described in the Certificate of Owners and the attached plat were drawn from an actual survey made on the ground under my direct supervision and accurately represents the points thereon, and is in conformity with State of Idaho Code relating to plats and surveys.



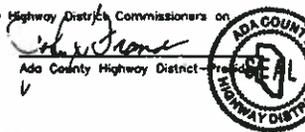
CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the letter of approval on file with the Recorder of his agent.



ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S ACCEPTANCE

The foregoing plot was accepted and approved by the Board of Ada County Highway District Commissioners on the 1st day of February, 2006.



APPROVAL OF CITY ENGINEER

I, the undersigned Boise City Engineer, hereby state that the recommended conditions of Boise City have been satisfied for Pinebrooke Place Subdivision.

John D. Turner 3/23/06
City Engineer Boise, Idaho

APPROVAL OF CITY COUNCIL

I, Janette P. Moseley City Clerk, in and for the City of Boise, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 1 day of February, 2006, this plot of Pinebrooke Place Subdivision was duly accepted and approved.

Janette P. Moseley 3-14-06
City Clerk Boise, Idaho

CERTIFICATE OF COUNTY COMMISSIONERS

I, Ben Vestergaard Chairman of the Board of Ada County Commissioners, Ada County, Idaho, do hereby certify that at a regular meeting of the Commissioners held on the 16 day of May, 2006, this plot was accepted and approved.

Ben Vestergaard
Chairperson



MTC, Inc. 707 N. 27th St. Boise, Idaho 83702 (208)345-0780 (208)343-8967
JOB No. 04-799 SHEET 2 OF 2

ADA COUNTY DEVELOPMENT SERVICES

RECEIVED
FEB 19 2006

EXHIBIT #12
STAFF REPORT

3 of 3

Pinebrooke Place #2

Ada County Development Services

200 W. Front St., Boise, ID 83702
(208) 287-7900

Receipt Number: 40786

Date: 2/19/2014

Date Created: 2/19/2014

Receipt Type: Normal Receipt

Status: Active

Customer's Name: JJ Howard

Comments: Pinebrooke Place Sub No 2

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning Application App-Permit Fee	201400253-S Prelim Plat A	\$1,209.00		
Engineering Application App-Permit Fee	201400253-ENG-PP Phase 2 A	\$110.00		
Sub Total:		\$1,319.00		
Sales Tax:		\$0.00		
Total Charges:		\$1,319.00		

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	990	\$1,319.00
Total Payments:		\$1,319.00

ADJUSTMENTS

Receipt Balance: \$0.00

Issued By: BEN PAVELKA

Not Deposited

RECEIVED
FEB 19 2014
ADA COUNTY
DEVELOPMENT SERVICES

Page 1 of 1

EXHIBIT #13 1 of 1
STAFF REPORT
201400253 S
Pinebrooke Place #2

ADA COUNTY
DEVELOPMENT SERVICES



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

200 W. FRONT STREET, BOISE, IDAHO 83702-7300

BUILDING * ENGINEERING * PLANNING * ZONING

February 24, 2014

Eric Howard
J.J. Howard LLC
5983 W State Street Suite D
Boise, ID 83703

RE: PROJECT #201400253 S, PINEBROOK PLACE #2

Dear Mr. Howard;

This is to notify you that your application has been scheduled to be heard by the Ada County Planning and Zoning Commission on April 10, 2014. This hearing will begin at 6:00 p.m. and will be held in the Commissioners Main Hearing Room #1235, on the first floor, 200 W. Front Street, Boise, ID. You or your representative must be present.

A copy of the staff report will be sent to you (and available online) prior to the meeting. Please contact me if you have any questions or comments regarding this application, the staff report, or any conditions, which may be attached to the staff report. I can be reached at 287-7998 or via bmoore@adaweb.net

In accordance with State law, "Notice of Public Hearing" must be posted on the site. Ada County recently amended the code to require the applicant to post the sign.

The sign is required to be posted ten (10) days in advance of the hearing. If the property is not posted correctly or the certification form is not submitted to Development Services at least seven (7) days prior to the public hearing, the application will be tabled until the next available hearing date. The certification form is available to download on our website at www.adaweb.net/DevelopmentServices. The sign is required to be taken down no later than three (3) days after the final decision. If there are multiple hearings on the application, the sign does not need to be taken down between hearings. However, the sign will need to be updated with the new hearing dates as the application goes through the hearing process.

Sincerely,

A handwritten signature in cursive script that reads "Brent Moore".

Brent Moore
Associate Planner
Ada County Development Services

CC: Wedgewood Homes LLC, 5320 N Riffle Way, Garden City, ID 83714

PROJECT #201400253 S
Pinebrooke Place #2

EXHIBIT #14
STAFF REPORT
201400253 S

1 of 1

Brent Moore

From: Brent Moore
Sent: Monday, February 24, 2014 9:42 AM
To: lanette.daw@boiseschools.org; mreno@cdhd.idaho.gov; lbadigia@cdhd.idaho.gov; dabo@cityofboise.org; jtomlinson@cityofboise.org; dfluke@cityofboise.org; kyokom@cityofboise.org; tmills@cityofboise.org; bryce@sawtoothlaw.com; jbradshaw@cityofboise.org; jbradshaw@cityofboise.org; clittle@achdidaho.org; syarrington@achdidaho.org; boiseccc@qwestoffice.net; Mark Ferm; Angela Gilman; Jerry Hastings; Jean Schaffer; Dale Ann Barton; Glenda Britz; Brent Moore
Cc: Brent Moore
Subject: Ada County Application Transmittal Notice.

**Ada County Development Services
Planning & Zoning Division Transmittal**

File Number: 201400253-S	X-Reference: NONE
Description: A preliminary plat application for a two (2) lot residential subdivision	
Reviewing Body: P AND Z	Hearing Date: 4/10/2014
Applicant: JJ HOWARD ENGINEERING	P&Z Recommendation:
Property: The property contains .288 acres and is located at 7744 N BOGART LN BOISE 83714. Section 13 4N 1E.	

Ada County Development Services is requesting comments and recommendations on the application referenced above. To review detailed information about the request please either click on the file number identified above, or visit the Ada County Development Service's Application Tracking System (ATS) web site at gisx.adaweb.net/acdsv2/ and search by file number. Hover over the pushpin that appears on the map with your mouse and select "Additional Info" from the pop-up box. You will then be able to review individual documents, drawings and other information detailing the request.

We request that you submit your comments or recommendations by 3/11/2014. When responding, please reference the file number identified above. If responding by email, please send comments to bmoore@adaweb.net.

To request a hard copy of materials associated with this application, for additional information, or to provide comment on Ada County's Development Services ATS, please call me at the number listed below.

Sincerely yours,
BRENT MOORE, ASSOCIATE PLANNER
200 W Front Street
Boise ID 83702
bmoore@adaweb.net
(208) 287-7998

MEMORANDUM



DATE: 2/25/2014

RE: 201400253-S Pine Brook #2

TO: Brent Moore, Associate Planner

FROM: Mark Ferm, Ada County Building Official

Summary of Project:

A preliminary plat application for a two (2) lot residential subdivision located at 7744 N Bogart Ln.

Findings and Conditions:

The Building Division has no objection to the proposed Development.

Conclusion:

Approved as submitted

**Mark Ferm
Ada County Building Official
200 W Front Suite 2125
Boise Idaho 83702
Phone 287-7910**

markf@adaweb.net

Michael G. Irvan
*Commissioner/
Administrative Chief*

Margaret Dimmick
Commissioner

Jeff Ramey
Commissioner



NORTH ADA COUNTY
Fire & Rescue District

Shelley Young
*Administrative
Manager*

**PRELIMINARY PLAT
PLAN REVIEW REPORT**

February 28, 2014

NACFR # 2014-P/FP-02
Ada County #201400253-S

Ada County Development Services
200 W. Front
Boise, Idaho 83702-7300

Plans Approved: Yes
Project: Pinebrooke Place Subdivision #2
7744 N. Bogart Ln.
Boise, ID 83714

Applicant: J.J. Howard, LLC
5983 W. State Street, Suite D
Boise, ID 83703

P: 208-846-8937
F: 208-846-8822
E: erich@jjhowardeng.com

Owner: Wedgewood Homes, LLC
5320 N. Riffle Way
Garden City, ID 83714

P: 252-945-1005

Notice: Before an "Occupancy Certificate" is approved by the North Ada County Fire & Rescue, The following conditions shall be complied with:

1. Approved construction documents shall be maintained on site for the Fire Official. 2012 IFC Section 105.4.6
2. Fire apparatus access roads shall be as per Ada County Highway District roadway requirements. 2012 IFC Section D101
3. Fire lane-No Parking Signs shall be posted before occupancy of residences. 2012 IFC Section 503.3
4. Fire lane curbs shall be painted red in addition to the no parking signs to prohibit the obstruction of the fire apparatus access road. 2012 IFC Section 503.3
5. Street or Road Signs shall be posted. 2012 IFC Section 505.2
6. Fire access roadway widths shall be a minimum of 26 feet unobstructed width for Aerial Fire Apparatus Access Roads. 2012 IFC Section D105.2

5800 Glenwood • Garden City, Idaho 83714 • (208) 375-0906

7. Structures in excess of 30 feet in height shall provide a minimum roadway access width of 26 feet, and not more than 30 feet distance from the structure for Aerial Fire Apparatus Access. 2012 IFC Section D 105.3
8. Fire flow requirements for buildings shall meet the requirements of the 2012 IFC Section 507.1. Call United Water @ 362-7329 for information on obtaining an "ability to serve letter for fire flow". 2012 IFC Section B105.1, B105.2
9. The number and distribution of hydrants shall meet the requirements of the 2012 IFC Section C103.1.
10. Fire hydrants shall be spaced not to exceed 300 feet distance apart. 2012 IFC Section C105, NACFR Rules 2008-010
11. Fire hydrant shall be equipped with a large diameter hose Storz Adapter. 2012 IFC Section 507.5.2, NACFR Rules 2008-012
12. Fire safety during construction. 2012 IFC Section 3308.1
13. Required Access for fire apparatus to the construction site shall be provided. Construction crews shall be provided a place to park so as not to block fire apparatus during construction. 2012 IFC Section 3310.1
14. Portable Fire Extinguishers (3A:40BC) shall be on site during construction. 2012 IFC Section 3315.1

If you have any questions, please call.

Thank You,

Joel Bradshaw

*Captain - Inspector
Fire Prevention Division
Boise Fire Department
333 N. Mark Stall Place
Boise, Idaho 83704-0644
208-570-6578 - BFD
208-375-0906 - NACFR*



CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to:

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

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 201400253-5

Pinebrooke Sub #2

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

14. _____

Reviewed By: [Signature]

Date: 2/28/14

Primary Owner

BENSCOTER ADAM C
 BOECK PATRICIA A
 COREY BARTON HOMES INC
 DARLING JOHN WAYNE
 DELAGO LUCIANO & MARIE FAMILY TRUST
 DOWNEND NELLIE E TRUST
 GALLAGHER STEVEN
 GEORGESON YVONNE L
 GREEN ANDREW ALLEN
 HAYDEN HOMES IDAHO LLC
 HEXUM RONALD JAY
 HUBBLE HOMES LLC
 INTERMOUNTAIN DRYWALL & ACOUSTICAL INC
 JACOB BENJAMIN M W
 KUMMER GREGORY L
 LINDLEY DALE B
 LUCAS LARRY
 LYNCH DONNA LEE
 MALONE PROPERTIES INC
 MARTIN RICHARD A
 MATLOCK STANLEY
 MILLER CHARLES
 PEBBLECREEK HOA INC
 SCHWARTZ JACK W & JANELL R LIVING TRUST
 SCOTT JAMES W
 SEITZ ROBERT L
 SENST SALLY MARIE
 SINGER JILL
 SMITH ADAM
 SMITH ERIC A
 STANS HOMEPLACE NEIGHBORHOOD ASSOCIATION INC
 STERBUTZEL KAREN L
 SUNPOINT SUBDIVISION HOMEOWNERS ASSOCIATION INC
 TARQUIN DONALD C
 TYLER LAUREN
 WEDGEWOOD HOMES LLC
 WILLIAMS ANGELA M

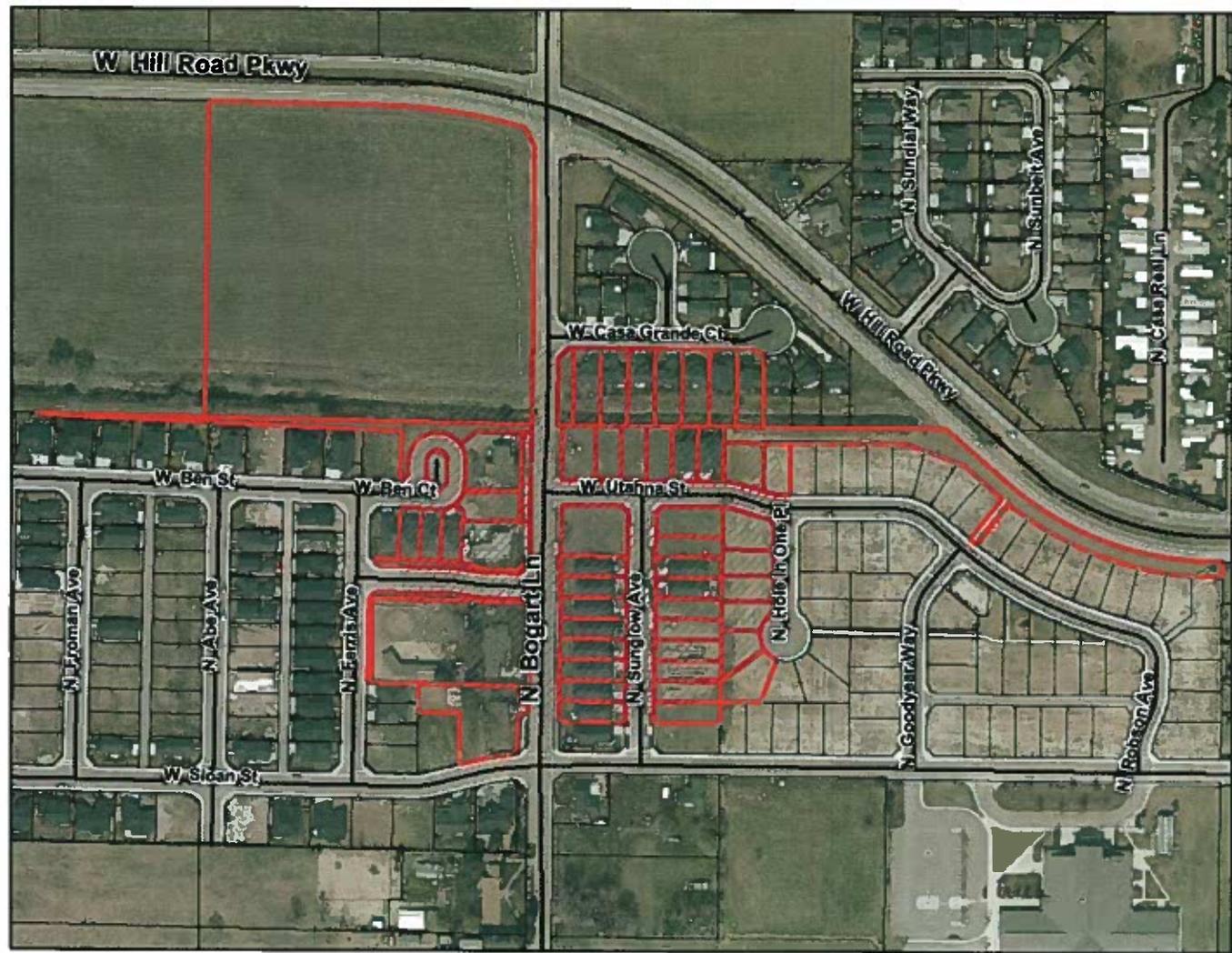
Mailing Address

8657 W CASA GRANDE CT
 8604 W UTAHNA ST
 1977 E OVERLAND RD
 8582 W UTAHNA ST
 7665 N SUNGLOW AVE
 7649 N SUNGLOW AVE
 7623 N SUNGLOW AVE
 8567 W CASA GRANDE CT
 8709 W BEN CT
 2464 SW GLACIER PL STE 110
 7737 N HOLE IN ONE PL
 701 S ALLEN ST STE 104
 686 E RIVERCHASE WAY
 8589 W CASA GRANDE CT
 2148 S DAISY AVE
 2746 S KINGSBURY WAY
 7575 N BOGART LN
 7776 N SUNGLOW AVE
 PO BOX 429
 7721 N SUNGLOW AVE
 8633 N BOGART LN
 7747 N SUNGLOW AVE
 2358 S TITANIUM PL
 7605 N BOGART LN
 1010 INDUSTRIAL RD # 7
 7748 N SUNGLOW AVE
 7644 N SUNGLOW AVE
 8613 W CASA GRANDE CT
 8679 W CASA GRANDE CT
 7591 N SUNGLOW AVE
 PO BOX 1090
 7779 N SUNGLOW AVE
 PO BOX 1987
 12683 N VISTOSO VIEW PL
 8518 W UTAHNA ST
 5320 N RIFFLE WAY
 8723 W BEN CT

Mailing Address City, State Zip

BOISE, ID 83714-0000
 BOISE, ID 83714-0000
 MERIDIAN, ID 83642-0000
 BOISE, ID 83714-0000
 REDMOND, OR 97756-0000
 BOISE, ID 83714-0000
 MERIDIAN, ID 83642-0000
 EAGLE, ID 83616-6340
 BOISE, ID 83714-0000
 BOISE, ID 83709-0000
 EAGLE, ID 83616-6008
 BOISE, ID 83714-0000
 BOISE, ID 83714-0000
 BOUNTIFUL, UT 84011-0000
 BOISE, ID 83714-0000
 BOISE, ID 83714-2110
 BOISE, ID 83714-0000
 MERIDIAN, ID 83642-0000
 BOISE, ID 83714-0000
 BOULDER CITY, NV 89005-0000
 BOISE, ID 83714-0000
 MERIDIAN, ID 83680-0000
 BOISE, ID 83714-0000
 BOISE, ID 83701-1987
 ORO VALLEY, AZ 85755-1972
 BOISE, ID 83714-0000
 GARDEN CITY, ID 83714-0000
 BOISE, ID 83714-0000

201400253-S Radius Map



Legend

- Railroads
- Major Streets
- Minor Arterial
- Collector
- SECTION
- PRINCIPAL Arterial
- INTERSTATE
- Other
- Minor Streets
- LOCAL
- PARKS
- PRIVATE
- RESIDENTIAL
- Other
- Street Names (minor)
- Parcels
- Ada-OQ2013



Map center: 43° 41' 1.1" N, 116° 17' 36.5" W

Scale: 1:3,898

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

201400253-S Site Map



Legend

- ✖ Railroads
- Major Streets**
- ↗ Minor Arterial
- ↘ Collector
- ↖ SECTION
- ↙ PRINCIPAL Arterial
- ↗ INTERSTATE
- ↘ Other
- Minor Streets**
- ↗ LOCAL
- ↘ PARKS
- ↖ PRIVATE
- ↙ RESIDENTIAL
- ↗ Other
- Street Names (minor)
- Parcels
- Ada-OQ2013



Map center: 43° 40' 59.3" N, 116° 17' 37.7" W



Scale: 1:1,748

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

ADA COUNTY DEVELOPMENT SERVICES
200 W FRONT ST BOISE ID 83702



March 10, 2014

Dear Property Owner:

LEGAL NOTICE IS HEREBY GIVEN THAT the Ada County Planning & Zoning Commission will hold a public hearing on **April 10, 2014** at 6:00 p.m. in the Commissioners Main Hearing Room #1235, on the first floor, 200 W. Front Street, Boise, ID, to hear the following:

201400253-S, A preliminary plat application for a two (2) lot residential subdivision. The property contains .288 acres and is located at 7744 N. Bogart Lane in Section 13, T. 4N, R. 1E, Boise, ID.

Contact Brent Moore, Associate Planner, at 287-7998 or bmoore@adaweb.net for more information.

This is an Official Notice of Public Hearing regarding the use of a property near your own. You have been notified because records indicated that you own property near or within **300'** of the applicant's project boundary. You are invited to attend the public hearing and offer your comments for consideration. If you are unable to attend, you may send comments to our office before the hearing date, and they will be entered in the public hearing record.

This application can be viewed on-line by completing the following:

- 1 Type <http://gisx.adaweb.net/acdsv2>
- 2 Enter "**201400253-S**" in 'Search Application by File Number'
- 3 Click on 'Application Information'
- 4 Review documents by clicking on 'Supporting Documents'

5 days prior to the hearing you can go to www.adacounty.id.gov to view the agenda or staff report.



NOTES:

- This item may not be heard at the scheduled time of 6:00 p.m. as multiple items may be considered during the hearing.
- Video, audio, PowerPoint, or other computer-generated visuals used to present testimony, must be provided to the Planner ½ hour prior to the start of the hearing: file format compatibility cannot be guaranteed.
- Auxiliary aids or services for persons with disabilities are available upon request. Please call 287-7900 three days prior to this public hearing to make arrangements.

MEMORANDUM



DATE: March 10, 2014

RE: Recommendation Regarding File 201400253 S, Pinebrook Place Sub No 02 - PrePlat

TO: Brent Danielson, Associate Planner

FROM: Dale Meyers, Surveying/Engineering Tech

CC: Angela Gilman, Ada County Engineer

Brent,

Per your request I have reviewed the project referenced above. The documents reviewed include:

- Detailed Letter
- Master Application
- Preliminary Plat

My comments and Conditions are as follows.

-Show the Building Setback lines and Identify Zero Lot Line Properties.

-Show the existing Sanitary Sewer, United Water and PIRR services for each proposed Lot, and any proposed improvements required to provide said services to each proposed Lot.

-Correct the definition in the Legend to refer to the existing "5 Foot Sidewalk Easement"

Please let me know if you need anything else from me.

Regards,

Dale



Planning & Development Services

Bruce Chatterton
Director

Boise City Hall
150 N. Capitol Boulevard

Mailing Address
P. O. Box 500
Boise, Idaho 83701 0500

Phone
208/384-3830

Fax
208/384-3814

TDD/TTY
800/377-3529

Web
www.cityofboise.org/pds

Mayor
David H. Bieter

City Council
President
Maryanne Jordan

Council Pro Tem
Alan W. Shealy

Elaine Clegg
David Eberle
Lauren McLeon
TJ Thomson

To: Board of Ada County Commissioners
From: Hal Simmons, Planning Director-City of Boise **HBS**
Date: March 11, 2014
Subject: Ada County Referral #201400253-S / Pinebrooke Place Sub No. 2 Preliminary Plat

This is an application to amend the preliminary plat for Pinebrooke Place Subdivision No. 2 to re-subdivide Lot 10 into two lots. It is in the R8 Zone (Residential 8 DU/acre).

This subdivision was originally entitled by the County with Case # SUB04-00102. It is subject to the development agreement adopted with the zone change granted with that application. The gross density would be 6.9 dwelling units per acre.

The subject property is located on the southeast corner of Bogart Lane and West Utahna Street, and consists of 0.29 acres.

Given the minor change proposed to this subdivision, we are reviewing this at the staff level. Planning and Development Services recommends approval to Ada County subject to specific conditions.

Summary

Boise City is providing comment on the above-listed application relative to its consistency with the goals and policies of the Boise Comprehensive Plan and pursuant to the requirements of the Area of Impact Agreement. Ada County has not adopted *Blueprint Boise* in the Area of Impact; as such this project is being reviewed for compliance with the 1997 *Boise Comprehensive Plan*.

The Boise Planning and Development Services have reviewed this application and have found it in compliance with the *Boise Comprehensive Plan*.

Analysis

The project is located in the Northwest Planning Area, and is designated Low Density (4 DU/Acre) on the Land Use Map. The R8 Zone is comparable to the City's R-1C Zone and is consistent with the Comprehensive Plan. This subdivision was reviewed under the Comprehensive Plan in 2005 and was found to be in compliance with the plan at that time, with conditions of approval. Those conditions have been met in the remainder of the subdivision, and this application is in compliance with them as well.

The pertinent policies in designation are as follows:

Chapter 7.1, Housing

Goal) Provide an adequate supply of safe, sanitary housing at price and rent levels appropriate to the varied financial capabilities of City residents, and provide for a diversity in type, density and location of housing with special emphasis on maintaining neighborhood stability.

Table of Contents

[Standard Grading and Drainage Conditions](#)
[Standard Irrigation Conditions](#)
[Standard Sewer Conditions](#)

[Standard Street Light Conditions](#)
[Standard Hillside Conditions](#)
[Misc. Engineering Conditions](#)
[Misc. Solid Waste Conditions](#)

PW SUBDIVISION COMMENTS

REV 12/03/12

Date Due: 03/04/2014
Transmittal Date: 02/25/2014
Tentative Hearing Date: 03/25/2014
Subject: Pinebrook Place Sub 2; SUB14-00012
Plat: Preliminary

Engineer/Surveyor/Planner: JJ Howard
Phone: 846-8937

When finished with comments, please type initials below.

To:					Initials
<input checked="" type="checkbox"/>	Public Works	Rob Bousfield	Drainage, Hillside, Misc. Engineering	384-3914	RJB
<input checked="" type="checkbox"/>	Public Works	Mike Hedge	Municipal Lighting	388-4719	MH
<input checked="" type="checkbox"/>	Public Works	Mike Sheppard	Sewer	384-3920	MS
<input checked="" type="checkbox"/>	Public Works	Mike Sheppard	Pressure Irrigation	384-3920	MS
<input checked="" type="checkbox"/>	Public Works	Peter McCullough	Solid Waste	384-3906	PJM

B.C.C 9-20-05.C.4, *Procedures; Preliminary Plat* of the Boise City Subdivision Ordinance provides that if no written recommendation from any agency listed herein is received within five (5) days after such notification, the approval of the Final Plat by such agency will be considered granted.

If you would like access to better resolution drawings (i.e., site and landscape drawings) please refer to: <http://pdsonline.cityofboise.org/pdsonline/CaseSearch.aspx> by using the case number.

1. STANDARD GRADING AND DRAINAGE CONDITIONS

REV 9/12/07

N/A (county subdivision)

2. STANDARD IRRIGATION CONDITIONS

REV 12/6/07

Special Conditions:

Pressure Irrigation improvements were constructed with original Pinebrook Subdivision.

3. STANDARD SEWER CONDITIONS

REV 12/03/12

County Subdivision Conditions

- a. The developer and/or owner shall delineate all necessary Boise City sanitary sewer easements on the final plat prior to signing of the final plat by the Boise City Engineer (B.C.C. 11-09-03.6. *Design Standards; Easements*).
- b. Wetline sewers are required (B.C.C. 11-09-04.4., *Required Improvements; Sanitary Sewers*).
 - i) Developer and/or owner shall be responsible for repairs of any failures that occur within one (1) year of the project acceptance by the appropriate sewer entity (Boise City Code, *Improvements; Sanitary Sewers*).
 - ii) All lots within this subdivision shall be subject to and restricted by the following recorded subdivision covenants:
 - (a) A monthly sewer charge must be paid after connecting to the Boise City public sewer system, according to the ordinances and laws of Boise City.
 - (b) Owner shall submit to inspection by either the Public Works Department or the Building Department whenever a subdivided lot is to be connected to the City's sewage system and a building is constructed or installed on or within the owner's property.
 - (c) The developer and/or owner of this subdivision or lot or lots therein shall and hereby does vest in Boise City the right and power to bring all actions against the owner of the premises hereby conveyed or any part thereof for the

collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

- (d) The recording of this plat by developer and/or owner shall be deemed and construed as a request for annexation of its property to the corporate limits of Boise City. Such request and consent shall be binding on all subsequent purchasers or owners of developer's property.
- (e) Covenants to be approved by the Boise City Attorney.

- c. Developer and/or owner shall comply with all Boise City Sewer Ordinance provisions for tapping the City sewer system, Boise City Code 8-11-05.04, *Tap-Ins*.
 - i) Developer and/or owner may either construct prior to final platting or post bond/agreement in the amount of 110% of the estimated costs. Please contact the Public Works Department for specifications and inspections during construction.

NOTE: All bonding shall conform to B.C.C. 11-09-04.2 *Filing of Plans and Bonding Surety*, which specifies that the improvements to be made shall be done in a time period not to exceed one year from the date of approval of the final plat.

- d. Prior to granting final sewer construction plan approval, recommendation of approval by Boise City Council and confirmation of the county adopting these recommendations are required per Boise City's sewer extension policy.
- e. The recording of this plat by developer/owner shall be deemed and construed as a request for annexation of its property to the corporate limits of Boise City. Such request and consent shall be binding on all subsequent purchasers or owners of developer's property.

4. STANDARD STREET LIGHT CONDITIONS

REV 9/12/07

County Subdivision Conditions

- a. Developer shall delineate on the face of the final plat a Boise City street light easement, acceptable to the Boise City Department of Public Works, for the purpose of installing and maintaining city-owned street light fixtures, conduit, and wiring lying outside the dedicated public right-of-way (B.C.C.11-09-03.6.).
- b. The developer shall be required to install, at their expense, street lights in accordance with Boise City Public Works specifications and standards at locations designated by the Public Works Department (B.C.C. 11-03-03.3.B). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction, bonding or payment into a trust fund.

- c. **Fees:** Developer shall pay the current street light inspection and plan review fees on the proposed subdivision (B.C.C. 11-03-03.3.B.).
- d. The street lights shall be installed and accepted by the Boise City Public Works Department at the following locations. Unless otherwise noted, street lights shall be installed at a 25-foot minimum mounting height, , 50 watt class LED fixture (see Attachment A, Boise Standard Revisions for a list of approved fixtures)
 - i) **Light Locations:**
 - No street lights required
- e. Provision shall be made for a Developer, Owner or Homeowners' Association to operate and maintain the street lights until annexation by the City of Boise, at which time the City of Boise will take over ownership, operation and maintenance.
- f. If approval for bonding is granted by the Boise City Public Works Department, developer may bond in the amount of 110% of the estimated street light costs. Street lights shall be installed within 90 days of the issuance of the first building permit in the development, if building permits are obtained prior to completion of street light improvements.
- g. As per Idaho Power requirements the lights along following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement and shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings SD-1125 or SD-1126, and SD-1127, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Attachment A, Boise Standard Revisions for a list of approved metered service cabinets.

Special Conditions: None

5. STANDARD HILLSIDE CONDITIONS

REV 9/12/07

N/A

6. MISC. ENGINEERING CONDITIONS

REV 9/12/07

N/A

7. MISC. SOLID WASTE CONDITIONS

REV 3/11/11

Requirements for Residential Subdivisions

The following requirements for trash and/or recycling service apply to any residential subdivision or development in the City of Boise. Solid Waste collection vehicles utilize mechanical arms to collect 48 to 95 gallon plastic wheeled carts which require certain space and access specifications. If the following conditions can not be met, commercial service or separate collection locations may be required.

a. General Requirements

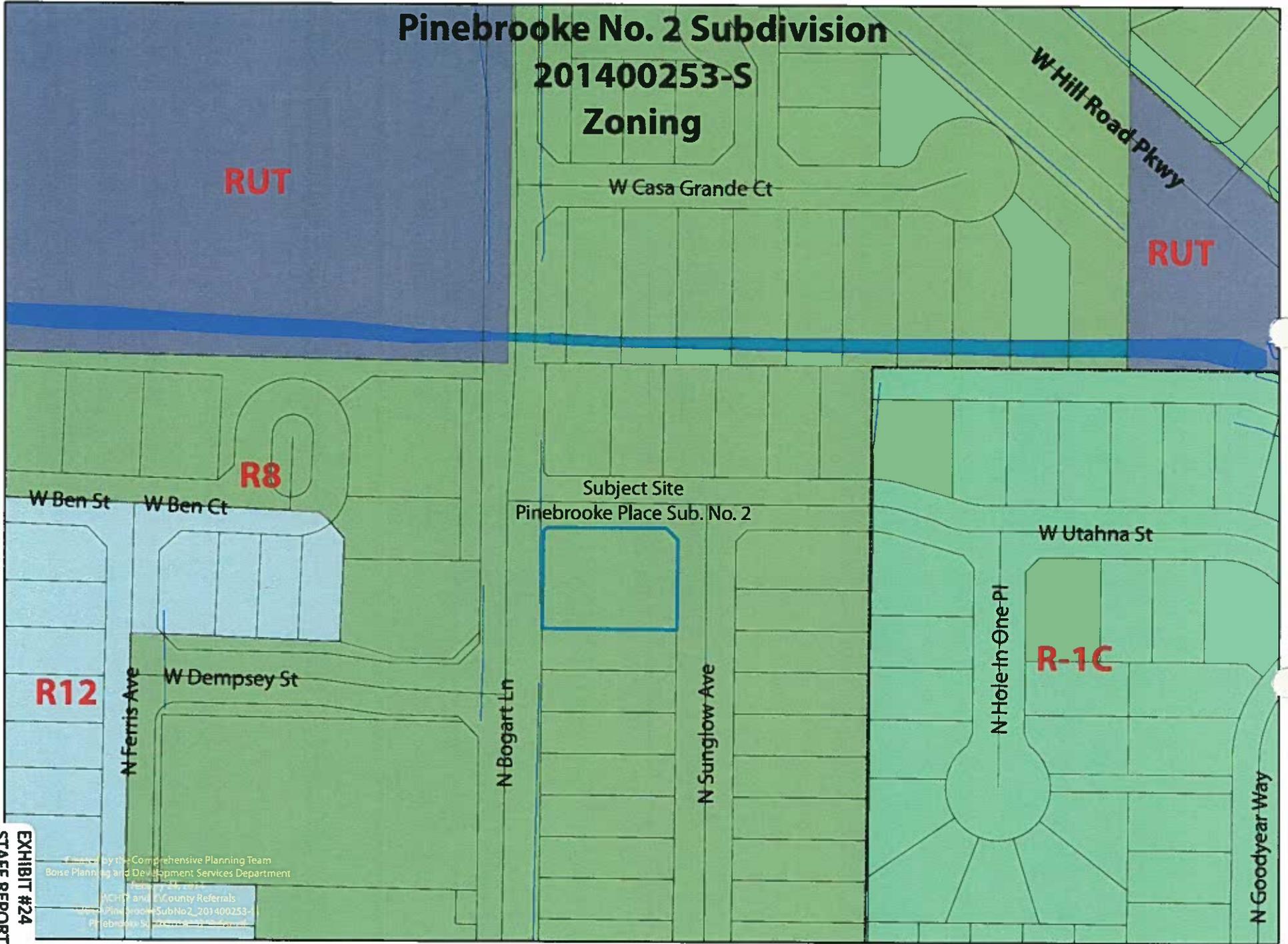
- i) All streets must be designed so that collection vehicles are not forced to back up at any time. (Hammerhead drives may be permitted only with prior approval from Public Works, 384-3906)
- ii) All developments utilizing residential service, including, condominiums, town homes, and patio homes, must provide a minimum of 9 feet of curb space per dwelling unit for the carts to be placed at the curb for collection.
- iii) Cul-de-sacs must have an unobstructed 70' minimum diameter.
- iv) Alleyways and service drives designated for solid waste collection shall be a minimum of 16' (curb to curb) with no parking permitted.
- v) Trees, street lights, wiring and other overhead obstacles shall not impede trash or recycling collection and will be maintained to provide an 18' high clearance above the cart collection location(s).
- vi) Designated parking areas shall not impede curbside solid waste collection, including parking in cul-de-sacs.
- vii) Developers of gated subdivisions shall provide the solid waste hauler with access to the subdivision.

[Back to top](#)

**Finalized/Sent:
LR 03/05/14**

Pinebrooke No. 2 Subdivision

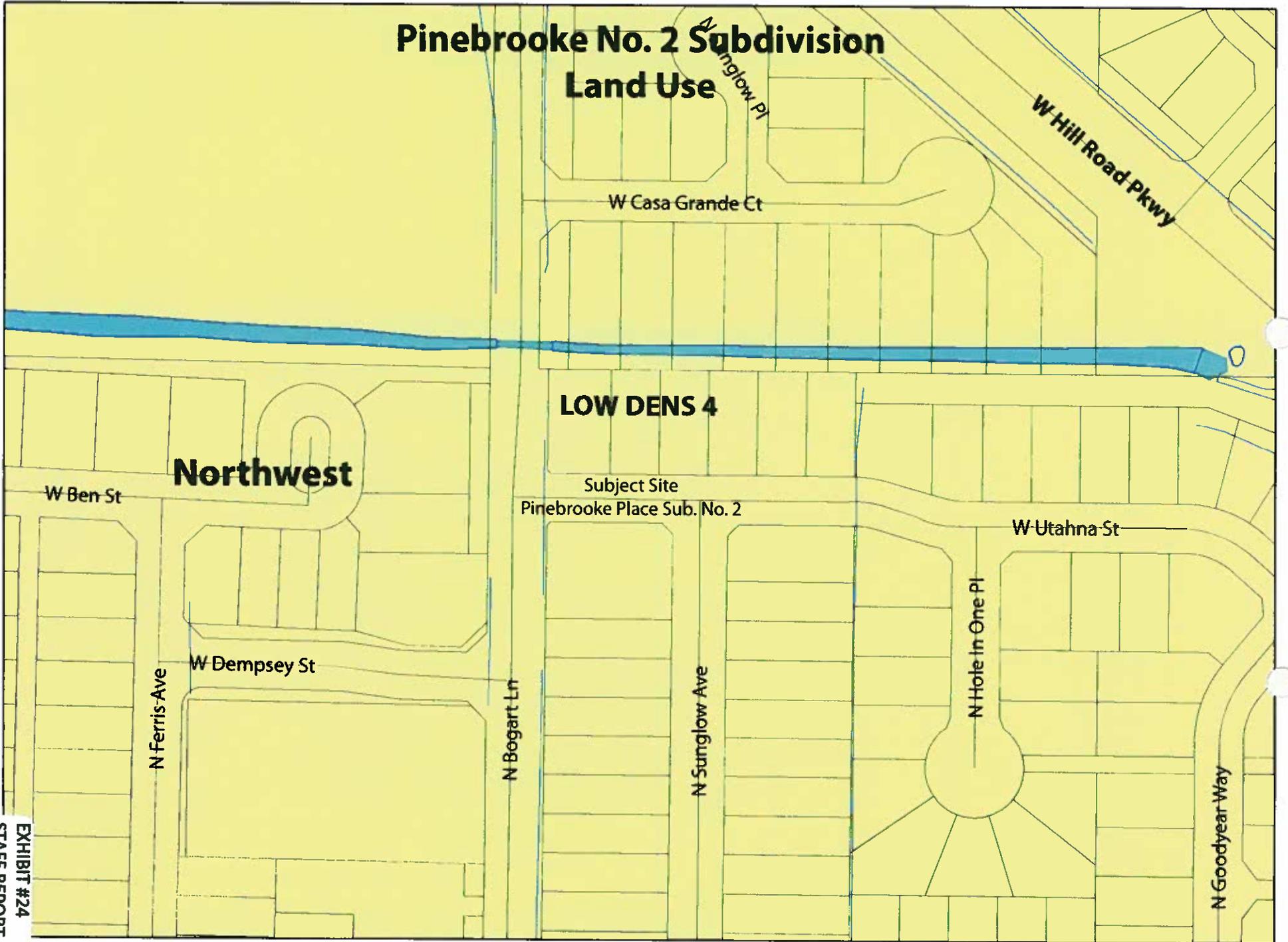
201400253-S Zoning



Prepared by the Comprehensive Planning Team
Boise Planning and Development Services Department
February 2014
NCHD and County Referrals
Map: Pinebrooke Sub No 2_201400253-S
Pinebrooke Sub No 2_201400253-S

EXHIBIT #24
STAFF REPORT
201400253 S
Pinebrooke Place #2

Pinebrooke No. 2 Subdivision Land Use



LOW DENS 4

Northwest

Subject Site
Pinebrooke Place Sub. No. 2

EXHIBIT #24
STAFF REPORT

201400253 S
Pinebrooke Place #2

TIME RECEIVED
March 21, 2014 2:57:34 PM MDT

REMOTE CSID
208 854 4011

DUPLICATION
31

PAGES
1

STATUS
Received

83/21/2014 14:59 208-854-4011

BSD TRANSPORTATION

PAGE 01/01



Independent School District of Boise City #1

Boundaries, Transportation, and Traffic Safety
8169 W Victory Rd - Boise, ID 83709
(208) 854-4167 Fax (208) 854-4011

March 21, 2014

Ada County Development Services
200 W Front St
Boise, ID 83702

RE: 201400253-S - Pinebrooke Place Subdivision

At the present time, the Developer and/or Owner have made arrangements to comply with all requirements of the Boise School District.

The schools currently assigned to the proposed project area are:

Elementary School: **Shadow Hills**
Junior High School: **Riverglen**
High School: **Capital**

Comments Regarding Traffic Impact: **None**

Comments Regarding Safe Routes to School Impact: **None**

If you have any further questions, please feel free to contact this office.

Lanette Daw, Supervisor
Traffic Safety and Transportation

LD/pkw

Sign Posting Certification

ADA COUNTY DEVELOPMENT SERVICES, 200 W Front Street, Boise, Idaho 83702

www.adaweb.net | (208) 287-7900

GENERAL INFORMATION:

You must post the property at least ten (10) days prior to the scheduled public hearing. The Certification form must be submitted at least seven (7) days prior to the scheduled public hearing. Please review Section 8-7A-5 of the Ada County Code for all sign posting requirements.

Please attach dated photographs of each sign with the certification.

PROJECT INFORMATION:

Location:	Quarter:	Section: 13	Township: 4N	Range: 1E	Total Acres: 0.288
Project Name: Pine brooke Place Sub. NO. 2				Lot:	Block:
Site Address: 7744 N. Bogart Ln				Tax Parcel Number(s): R7084180270	
File Number:				Date Posted:	

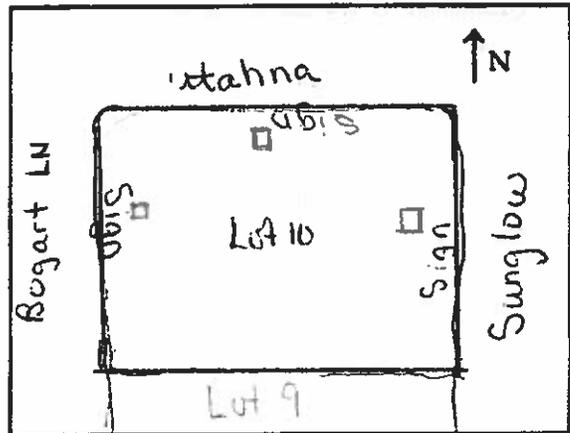
APPLICANT:

Name: J.J. Howard LLC		
Address: 5983 W State Ste D		
City: Boise	State: ID	Zip: 83703
Telephone: 846-8937	Fax: 846-8822	

I certify that the property was posted at least ten (10) days prior to the scheduled public hearing and have attached dated photographs of each sign in accordance with Section 8-7A-5 of the Ada County Code.

Signature: Michelle Foley Date: 3/24/14

Please draw a diagram of sign location(s) on the property



OFFICE USE ONLY

File No.:	Received By:	Date:	Stamped:
-----------	--------------	-------	----------

ADAMS COUNTY PUBLIC
HEARING NOTICE

Adams County Planning and Zoning
Commission

WHEN: Adams County will hold a public
hearing on April 22, 2014 at 6:00 p.m. in the
Community Meeting Room #1272
at the 3500 Grant, 200 W. Front Street, Suite
10

PURPOSE: A Preliminary Plan for
Pinebrooke Place Subdivision No. 2 for a
lot 72 for residential subdivision.

PROPERTY DESCRIPTION: The
property contains approximately 280 acres
and is located at 7344 N. English Lane,
Basic 10, Section 12, T. 40, R. 1E.

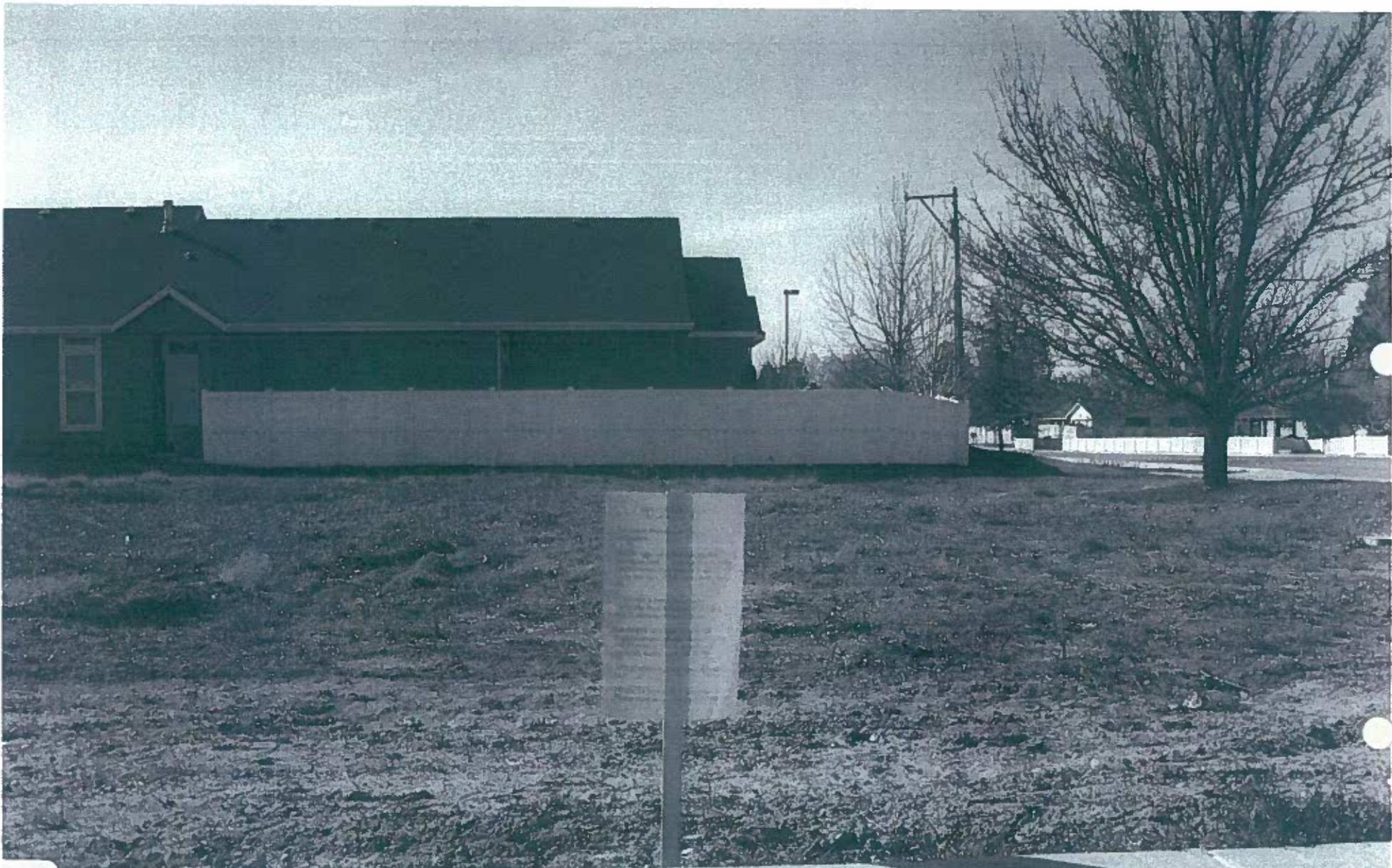
APPLICATION BY: Waldgreen Homes,
LLC.

PROJECT # 201402253-3, Amended
Platmap Data Matrix, Number 201402253-3

03/24/2014 10:53

SUNGLOW

EXHIBIT #26 2 of 5
STAFF REPORT
201400253 s
Pinebrooke Place #2



03/24/2014 10:54

UTAHNA

EXHIBIT #26
STAFF REPORT
201400253 5
3 of 5
Pinebrooke Place #2



03/24/2014 10:54

BOGART LN.

Close-up

IDA COUNTY PUBLIC
HEARING NOTICE

All County Planning and Zoning
Commission

When: All County will hold a public
hearing on April 24, 2014 at 6:00 p.m. in the
County Main Hearing Room #1235,
100 W. Front Street, Butte,
ID

PURPOSE: A Preliminary Plat for
Pinebrook Place Subdivision No. 2 for a
residential subdivision

PROPERTY SIZE/LOCATION: The
property contains approximately 250 acres
and is located at 7-44 N. Hogan Lane,
Blaine, ID Section 13, T. 4N, R. 1E.

APPLICATION BY: Wedgewood Homes,
LLC

PROJECT#: 201400233-S, Associate
Planner Brett Moore, Number 287, 2008

03/24/2014 10:54

EXHIBIT #26
STAFF REPORT
201400233 S
Pinebrook Place #2
5 of 5

ADA COUNTY DEVELOPMENT SERVICES



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

200 W. FRONT STREET, BOISE, IDAHO 83702-7300

BUILDING * ENGINEERING * PLANNING * ZONING

April 11, 2014

J.J. Howard LLC
5983 W State Street
Boise, ID 83703

Wedgewood Homes LLC
5320 N Riffle Way
Garden City, ID 83714

RE: PROJECT 201300253 S; PINEBROOK PLACE #2

This is to notify you of the action taken by the Ada County Planning and Zoning Commission on the above captioned application.

The Commission voted at their April 10, 2014 public hearing to recommend approval of this application to the Board of Ada County Commissioners. The Commission reached this determination based on the Findings of Fact and Conclusions of Law contained in the staff report. The Board will hold a public hearing on June 4, 2014 at 6:00 p.m., in the Commissioners Main Hearing Room #1235, 200 W Front Street. You or your designated representative must be present or no action may be taken.

A copy of the staff report will be sent to you (and available online) prior to the meeting.

If you have any questions, please contact me at 287-7998 or at bmoore@adaweb.net

Sincerely,

A handwritten signature in black ink that reads "Brent Moore".

Brent Moore
Associate Planner
Ada County Development Services

Brent Moore

From: Brent Moore
Sent: Friday, April 11, 2014 11:28 AM
To: lanette.daw@boiseschools.org; mreno@cdhd.idaho.gov; lbadigia@cdhd.idaho.gov; dabo@cityofboise.org; jtomlinson@cityofboise.org; dfluke@cityofboise.org; kyokom@cityofboise.org; tmills@cityofboise.org; bryce@sawtoothlaw.com; jbradshaw@cityofboise.org; jbradshaw@cityofboise.org; clittle@achdidaho.org; syarrington@achdidaho.org; boiseccc@qwestoffice.net; Mark Fern; Angela Gilman; Jerry Hastings; Jean Schaffer; Dale Ann Barton; Glenda Britz; Brent Moore
Cc: Brent Moore
Subject: Ada County Application Transmittal Notice.

	Ada County Development Services Planning & Zoning Division Transmittal
--	---

File Number: 201400253-S	X-Reference: NONE
Description: A preliminary plat application for a two (2) lot residential subdivision.	
Reviewing Body: BOCC	Hearing Date: 6/4/2014
Applicant: JJ HOWARD ENGINEERING	P&Z Recommendation: RECOMMEND APPROVAL
Property: The property contains .288 acres and is located at 7744 N BOGART LN BOISE 83714, Section 13 4N 1E.	

Ada County Development Services is requesting comments and recommendations on the application referenced above. To review detailed information about the request please either click on the file number identified above, or visit the Ada County Development Service's Application Tracking System (ATS) web site at gisx.adaweb.net/acdsv2/ and search by file number. Hover over the pushpin that appears on the map with your mouse and select "Additional Info" from the pop-up box. You will then be able to review individual documents, drawings and other information detailing the request.

We request that you submit your comments or recommendations by 4/26/2014. When responding, please reference the file number identified above. If responding by email, please send comments to bmoore@adaweb.net.

To request a hard copy of materials associated with this application, for additional information, or to provide comment on Ada County's Development Services ATS, please call me at the number listed below.

Sincerely yours,
BRENT MOORE, ASSOCIATE PLANNER
200 W Front Street
Boise ID 83702
bmoore@adaweb.net
(208) 287-7998

MEMORANDUM



DATE: 4/11/2014

RE: 201400253-S Pine Brook #2

TO: Brent Moore, Associate Planner

FROM: Mark Ferm, Ada County Building Official

Summary of Project:

A preliminary plat application for a two (2) lot residential subdivision located at 7744 N Bogart Ln.

Findings and Conditions:

The Building Division has no objection to the proposed Development.

Conclusion:

Approved as submitted

Mark Ferm
Ada County Building Official
200 W Front Suite 2125
Boise Idaho 83702
Phone 287-7910

markf@adaweb.net

Michael G. Irvan
*Commissioner/
Administrative Chief*

Margaret Dimmick
Commissioner

Jeff Ramey
Commissioner



Shelley Young
*Administrative
Manager*

PRELIMINARY PLAT PLAN REVIEW REPORT

February 28, 2014

NACFR # 2014-P/FP-02
Ada County #201400253-S

Ada County Development Services
200 W. Front
Boise, Idaho 83702-7300

Plans Approved: Yes
Project: Pinebrooke Place Subdivision #2
7744 N. Bogart Ln.
Boise, ID 83714

Applicant: J.J. Howard, LLC
5983 W. State Street, Suite D
Boise, ID 83703

P: 208-846-8937
F: 208-846-8822
E: erich@jjhowardeng.com

Owner: Wedgewood Homes, LLC
5320 N. Riffle Way
Garden City, ID 83714

P: 252-945-1005

Notice: Before an "Occupancy Certificate" is approved by the North Ada County Fire & Rescue, The following conditions shall be complied with:

1. Approved construction documents shall be maintained on site for the Fire Official. 2012 IFC Section 105.4.6
2. Fire apparatus access roads shall be as per Ada County Highway District roadway requirements. 2012 IFC Section D101
3. Fire lane-No Parking Signs shall be posted before occupancy of residences. 2012 IFC Section 503.3
4. Fire lane curbs shall be painted red in addition to the no parking signs to prohibit the obstruction of the fire apparatus access road. 2012 IFC Section 503.3
5. Street or Road Signs shall be posted. 2012 IFC Section 505.2
6. Fire access roadway widths shall be a minimum of 26 feet unobstructed width for Aerial Fire Apparatus Access Roads. 2012 IFC Section D105.2

5800 Glenwood • Garden City, Idaho 83714 • (208) 375-0906

7. Structures in excess of 30 feet in height shall provide a minimum roadway access width of 26 feet, and not more than 30 feet distance from the structure for Aerial Fire Apparatus Access. 2012 IFC Section D 105.3
8. Fire flow requirements for buildings shall meet the requirements of the 2012 IFC Section 507.1. Call United Water @ 362-7329 for information on obtaining an "ability to serve letter for fire flow". 2012 IFC Section B105.1, B105.2
9. The number and distribution of hydrants shall meet the requirements of the 2012 IFC Section C103.1.
10. Fire hydrants shall be spaced not to exceed 300 feet distance apart. 2012 IFC Section C105, NACFR Rules 2008-010
11. Fire hydrant shall be equipped with a large diameter hose Storz Adapter. 2012 IFC Section 507.5.2, NACFR Rules 2008-012
12. Fire safety during construction. 2012 IFC Section 3308.1
13. Required Access for fire apparatus to the construction site shall be provided. Construction crews shall be provided a place to park so as not to block fire apparatus during construction. 2012 IFC Section 3310.1
14. Portable Fire Extinguishers (3A:40BC) shall be on site during construction. 2012 IFC Section 3315.1

If you have any questions, please call.

Thank You,

Joel Bradshaw

*Captain - Inspector
Fire Prevention Division
Boise Fire Department
333 N. Mark Stall Place
Boise, Idaho 83704-0644
208-570-6578 – BFD
208-375-0906 - NACFR*



John S. Franden, President
Mitchell A. Jaurena, Vice President
Rebecca W. Arnold, Commissioner
Sara M. Baker, Commissioner
Jim D. Hansen, Commissioner

Date: April 14, 2014

To: J.J. Howard LLC
5983 W. State St. Ste. D
Boise, ID 83703

Subject: Pinebrooke Place Subdivision #2 (201400253-S)

This is a staff level approval of a preliminary plat for Pinebrooke Place Subdivision #2. On December 13, 2007 the Ada County Highway District reviewed and approved this site as part of 200700169-S. The District had site specific requirements related to that application.

Due to an existing open roadside swale agreement for Pinebrooke Place Subdivision, the existing driveway approaches onto Sunglow Avenue are the only approaches allowed and cannot be modified. The existing swale deposit of \$1,000 per lot does not meet current standards, and therefore the applicant should be required to provide an additional \$2,000 deposit to total \$3,000 (\$1,500 per lot). The swale needs to be rebuilt per ACHD standards, in conjunction with the driveway approach removal from the site onto Bogart.

The applicant will be required to pay all applicable platting and review fees prior to final approval.

If you have any questions, please contact me at (208) 387-6218.

Sincerely,

Lauren Watsek
Planner I
Development Services

CC: Project file,
Ada County Development Services (via email)

Request for Appeal of Staff Decision

Appeal of Staff Decision: The Commission shall hear and decide appeals by an applicant of the final decision made by the ROWDS Manager when it is alleged that the ROWDS Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

a) **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

b) **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary of Highway Systems, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

c) **Time to Reply:** The ROWDS Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

d) **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the ROWDS Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

e) **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.



CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to:

- ACZ
Boise
Eagle
Garden City
Kuna
Meridian
Star

Rezone #

Conditional Use #

Preliminary / Final / Short Plat 201400253-5

Pinebrooke Sub No 2

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



14. Reviewed By: [Signature] Date: 4/21/14

BOISE CITY PUBLIC WORKS DEPARTMENT

DEPARTMENT CORRESPONDENCE

Date: April 22, 2014

To: Ada County Planning & Zoning

Re: 201400253-S; 7744 N. Bogart Ln.

CONDITIONS OF APPROVAL

SEWER CONDITIONS – MIKE SHEPPARD (384-3920)

Upon development of the property, connection to central sanitary sewer is required. Sewers are available in N. Sunglow Ave. and W. Utahna Street.

Prior to granting final sewer construction plan approval, the Boise City Council recommendations of approval must be adopted.

DRAINAGE / STORM WATER CONDITIONS – BRIAN MURPHY (384-3752)

No comment.

STREET LIGHT CONDITIONS – MIKE HEDGE (388-4719)

No comment.

PERSON MAKING OTHER COMMENTS

OTHER COMMENTS

Mike
Sheppard, P.E.

Digitally signed by Mike Sheppard, P.E.
DN: cn=Mike Sheppard, P.E., o=Public
Works, ou=Civil Engineer,
email=msheppard@cityofboise.org,
c=US
Date: 2014.04.22 10:58:44 -0600

PUBLIC WORKS REPRESENTATIVE

Rob Bousfield

Digitally signed by Rob Bousfield
DN: cn=Rob Bousfield, o, ou=Asst. City Engineer,
email=rbousfield@cityofboise.org, c=US
Date: 2014.04.22 16:29:07 -0600

PUBLIC WORKS REPRESENTATIVE

cc: Applicant

I:\PWA\Subjects\Review Comments\CUs\2014-CU\201400253-Sa.doc

EXHIBIT #33
STAFF REPORT
201400253 S
Pinebrooke Place #2

1 OF 14

BOISE CITY APPLICATION

ADA COUNTY APPLICATION

APPLICANT: JJ HOWARD ENGINEERING

REPRESENTATIVE: "
LOCATION: 7744 N BOGART LANE

- MARK J.
- Mike Sheppard
- BEV M.
- Mike Hedge
- BRIAN M.
- WALT B.
- LORI
- ROB B.
- Mike Sheppard
- LORI

1. CU, DR, OR PDR NUMBER: 201400253-5

2. SEWER CONDITIONS: CUSS1-1 E) N. SUNGLOW AVENUE
 AND W. UTAHNA STREET.

 CUSS5 ← MIKE?

3. DRAINAGE/STORMWATER REVIEW: N/C

4. STREET LIGHT CONDITIONS: No Comment

5. PERSON MAKING OTHER COMMENTS:

6. OTHER COMMENTS:

7. FILE NAME:

From: [Brent Moore](#)
To: [janette.daw@boiseschools.org](#); [mreno@cdhd.idaho.gov](#); [lbadiola@cdhd.idaho.gov](#); Dave Abo; Jennifer Tomlinson; [Daren Fluke](#); [Karen Yokom](#); [tmills@cityofboise.org](#); [bryce@sawtoothlaw.com](#); [Joel Bradshaw](#); [Joel Bradshaw](#); [clittle@achdidaho.org](#); [syarrington@achdidaho.org](#); [boiseccc@qwestoffice.net](#); [Mark Ferm](#); [Angela Gilman](#); [Jerry Hastings](#); [Jean Schaffer](#); [Dale Ann Barton](#); [Glenda Britz](#); [Brent Moore](#)
Cc: [Brent Moore](#)
Subject: Ada County Application Transmittal Notice.
Date: Friday, April 11, 2014 11:28:04 AM

	<h2 style="margin: 0;">Ada County Development Services</h2> <h3 style="margin: 0;">Planning & Zoning Division Transmittal</h3>
--	--

File Number: 201400253-S	X-Reference: NONE
Description: A preliminary plat application for a two (2) lot residential subdivision.	
Reviewing Body: BOCC	Hearing Date: 6/4/2014
Applicant: JJ HOWARD ENGINEERING	P&Z Recommendation: RECOMMEND APPROVAL
Property: The property contains .288 acres and is located at 7744 N BOGART LN BOISE 83714, Section 13 4N 1E.	

Ada County Development Services is requesting comments and recommendations on the application referenced above. To review detailed information about the request please either click on the file number identified above, or visit the Ada County Development Service's Application Tracking System (ATS) web site at gisx.adaweb.net/acdsv2/ and search by file number. Hover over the pushpin that appears on the map with your mouse and select "Additional Info" from the pop-up box. You will then be able to review individual documents, drawings and other information detailing the request.

We request that you submit your comments or recommendations by 4/26/2014. When responding, please reference the file number identified above. If responding by email, please send comments to bmoore@adaweb.net.

To request a hard copy of materials associated with this application, for additional information, or to provide comment on Ada County's Development Services ATS, please call me at the number listed below.

Sincerely yours,
 BRENT MOORE, ASSOCIATE PLANNER
 200 W Front Street
 Boise ID 83702
bmoore@adaweb.net
 (208) 287-7998

BOISE CITY SEWER EASEMENT
LIC AGREET RECORDED 08/15/05
INSTR # 105114457, ADA COUNTY

SUNPOINT SUBDIVISION
(ADA COUNTY INSTRUMENT # 103109912)

POINT-OF-BEGINNING

W 1/4 COR 13
AL CAP (FND)
CP&F 8209773
REPLACED BY
ACHD 4-20-06
BRASS CAP CP & F
No. 106060787



BASIS OF BEARING

SECTION LINE = C/L N. BOGART LANE RIGHT-OF-WAY

15-FOOT LANDSCAPE EASEMENT (TYP)

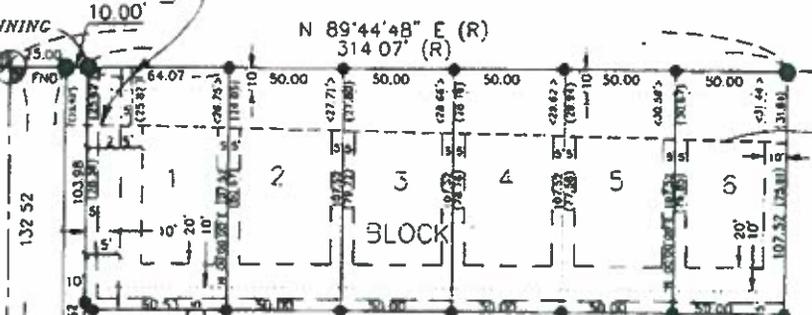
N 00°00'00" E 2621.67

N 90°00'00" E 25.00

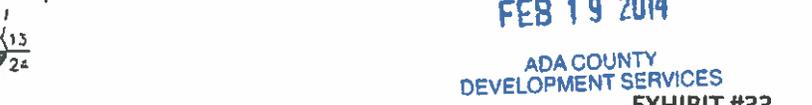
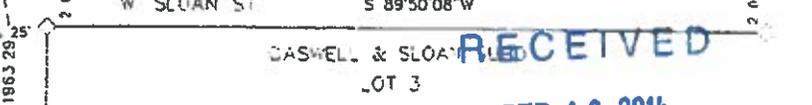
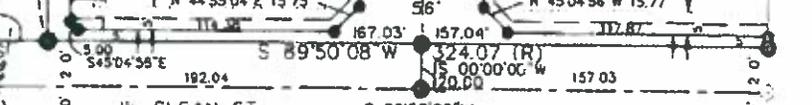
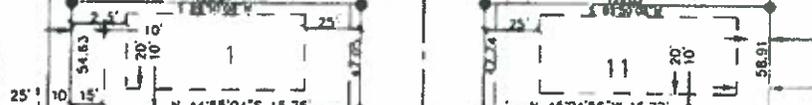
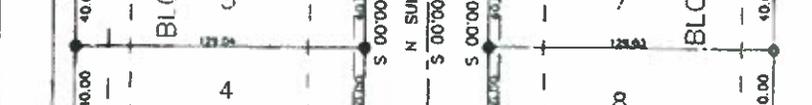
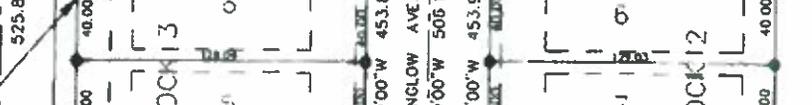
AL CAP (FND)
CP&F 100027915

N 89°44'48" E (R)
314.07 (R)

10.00'



BLOCK





J.J. Howard Consulting Engineers

February 19, 2014

To: Ada County Development Services
200 Front Street
Boise, ID 83702

Subject: Pinebrooke Subdivision #2, Preliminary Plat

To Whom It May Concern:

Please accept the attached application and support materials for the Pinebrooke Subdivision #2. The development site is .29 acres and is located within the newly constructed Pinebrooke Place Subdivision at the intersection of North Bogart Lane and West Utahna Street. The existing Pinebrooke Place Subdivision consists of 27 attached single-family units and was approved February 1, 2005 (SUB04-00102).

The site (Pinebrooke Subdivision #2) is a re-subdivision of an existing platted lot (Lot 10 of Block 3 Pinebrooke Place) into (2) lots on .29 acre. It is located in the Medium High Density Residential (R8) District and in Boise City's Area of City Impact.

The R8 zone requires lot sizes to be a minimum of 5,000 square feet for both single-family detached dwellings. The new lot 12 Block 3 is 7389.27 square feet and lot 11 Block 3 is 5161.58 square feet.

Pinebrooke Subdivision #2 is expected to be final platted and constructed in one phase.

We look forward to working with you and your staff on this project and the approval process. If you have questions about the project or the application materials, please do not hesitate to call me at (208) 846-8937.

Sincerely,

J.J. Howard LLC

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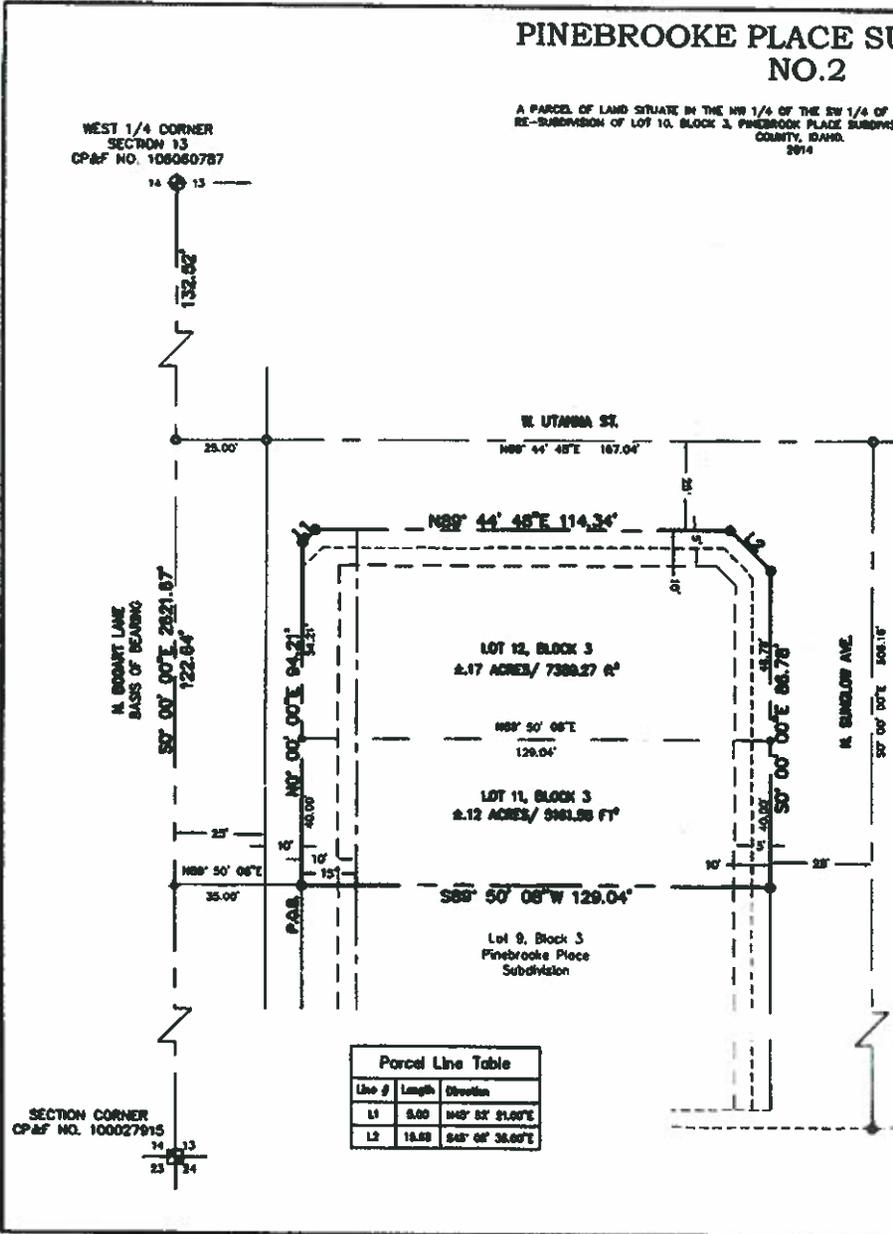
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ADA COUNTY
DEVELOPMENT SERVICES

PINEBROOKE PLACE SUBDIVISION NO. 2

A PARCEL OF LAND SITUATE IN THE NW 1/4 OF THE SW 1/4 OF SECTION 13, T.4N., R.1E., S.M., A
 RE-SUBDIVISION OF LOT 10, BLOCK 3, PINEBROOKE PLACE SUBDIVISION, BOOK 93, PAGE 1184B, ADA
 COUNTY, IDAHO.
 2014

Book _____ Page _____

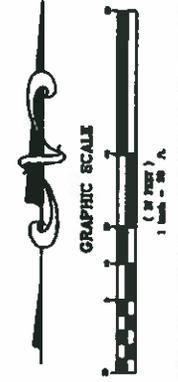


PLAT NOTES:

1. DIRECT LOT OR PARCEL ACCESS TO N. BOGART LANE IS PROHIBITED.
2. ALL BUILDING SETBACKS ON THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE SUBDIVISION.
3. ALL LOTS HAVE A TEN (10) FOOT WIDE UTILITY, DRAINAGE, AND IRRIGATION EASEMENT CONTIGUOUS TO THE FRONT AND REAR LOT LINES. LOT 1, BLOCK 1 HAS A TEN FOOT WIDE EASEMENT CONTIGUOUS WITH THE NORTH LINE ADJOINING W. UTAMBA ST.
4. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT BOISE CITY STREET LIGHT EASEMENT OVER THE TEN (10) FEET ADJACENT TO ANY STREET THAT IS DEDICATED TO THE PUBLIC. THE EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS TO EACH LOT.
5. THIS SUBDIVISION IS SUBJECT TO IRRIGATION RIGHTS (BAND CODE 31-3805 AND IS LOCATED WITHIN THE BOISE VALLEY IRRIGATION DITCH COMPANY. ALL LOTS ARE SUBJECT TO ALL ASSESSMENTS BY THE COMPANY. PROVISIONS HAVE BEEN MADE TO DELIVER IRRIGATION WATER TO EACH INDIVIDUAL LOT IN THIS SUBDIVISION.
6. THIS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT AGREEMENT NO. 7103, RECORDED AT THE ADA COUNTY RECORDERS OFFICE AS INSTRUMENT NO. 105041465
7. THIS SUBDIVISION RECOGNIZES (BAND CODE 22-4803, RIGHT TO FARM ACT
8. BOISE VALLEY LATERAL NO.23 HAS FULL EASEMENT RIGHTS IN THE TEN (10) FOOT UTILITY EASEMENT EAST OF THE EAST RIGHT-OF-WAY LINE OF N. BOGART LANE, AS HEREBY DESIGNATED.
9. ALL LOTS ADJOINING N. BOGART LANE HAVE A FIFTEEN (15) FOOT LANDSCAPE EASEMENT CONTIGUOUS WITH THE EAST RIGHT-OF-WAY LINE OF N. BOGART LANE.
10. ANNEXATION TO THE CITY OF BOISE HAS BEEN REQUESTED AND THE CITY OF BOISE MAY ANNEX THIS SUBDIVISION AT ANY TIME IN THE FUTURE.
11. LOTS 11 AND 12 OF BLOCK 3 SHALL BE DEVELOPED WITH ATTACHED HOUSING.

LEGEND:

- BOUNDARY LINE
- LOT LINES
- EXISTING LOT LINE
- SECTION LINE
- 10 FOOT UTILITY EASEMENT
- 15 FOOT LANDSCAPE EASEMENT
- 5 FOOT UTILITY EASEMENT
- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- FOUND 1/2" REPLACED WITH 5/8" IRON REBAR
- FOUND 5/8" IRON REBAR
- FOUND 1/2" IRON REBAR
- SET 1/2" IRON REBAR



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Parcel Line Table		
Line #	Length	Bearing
L1	8.00	N40° 05' 31.00"E
L2	18.68	S40° 05' 38.00"E

ENGINEER & SURVEYOR
 J.J. HOWARD ENGINEERING &
 SURVEYING, LLC
 3305 W. STARR ST., STE 0
 BOISE, ID 83703
 PHONE: 208-848-8037

OWNER/DEVELOPER
 WOODBROOK HOMES, LLC
 3335 W. RUFFLE WAY
 BOISE, ID 83714
 PHONE: 352-948-1803

PINEBROOKE PLACE SUBDIVISION NO.2

Book _____ Page _____

CERTIFICATE OF OWNERS:

KNOW ALL MEN BY THESE PRESENTS:

THAT WEDGEWOOD HOMES, LLC, AN IOWA CORPORATION, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND THAT IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY STATE THAT THIS PLAT COMPLIES WITH IOWA CODE 56-1334(2), ALL OF THE LOTS IN THE PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM UNITED WATER, AND UNITED WATER HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THE SUBDIVISION.

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 3 EAST, BOISE MERIDIAN, A RE-SUBDIVISION OF LOT 10, BLOCK 3, PINEBROOKE PLACE SUBDIVISION, BOOK 93, PAGE 11649, ADA COUNTY, IOWA, 2014. (BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID SECTION 13, AN ALUMINUM CAP CPMF DIST NO.108080787, THENCE S 00°00'00" E, 250.16 FEET, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, TO A CALCULATED POINT NOT SET. THENCE N 89°50'00" E, 35.00 FEET, TO THE NORTH WEST CORNER OF LOT 9, THE WEST LINE OF BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION, THE POINT OF BEGINNING;

THENCE N 80°00'00" E, 84.21 FEET, ALONG THE WEST LINE OF BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION;

THENCE N 48°52'21" E, 5.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF W. UTAHWA ST.;

THENCE N 89°44'48" E, 114.34 FEET, ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. UTAHWA ST CONTIGUOUS WITH THE NORTH LINE OF BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION;

THENCE S 49°08'38" E, 15.88 FEET, TO THE WEST RIGHT-OF-WAY LINE OF N. SUNGLOW AVE.;

THENCE S 00°00'00" E, 88.78 FEET, ALONG THE WEST RIGHT-OF-WAY LINE OF N. SUNGLOW AVE, CONTIGUOUS WITH THE EAST LINE OF BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION TO THE NORTH EAST CORNER OF LOT 9, BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION;

THENCE S 88°30'00" W, 123.04 FEET, ALONG THE NORTH LINE OF LOT 9, BLOCK 3, OF SAID PINEBROOKE PLACE SUBDIVISION, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN APPROXIMATE 6.29 ACRES MORE OR LESS.

SAID PARCEL IS SUBJECT TO ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DEMONSTRATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE BOUNDARY OF SAID EASEMENTS.

IRRIGATION WATER HAS BEEN PROVIDED FROM BOISE VALLEY IRRIGATION, IN COMPLIANCE WITH IOWA CODE 31-3805(9). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENT FROM BOISE VALLEY IRRIGATION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ 20____.

WEDGEWOOD HOMES, LLC
By: ROCK STEVENS, PRESIDENT

ACKNOWLEDGMENT:

STATE OF IOWA
COUNTY OF ADA

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE _____ A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROCK STEVENS, PRESIDENT OF WEDGEWOOD HOMES, LLC, A CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE IS THE PRESIDENT OF SAID CORPORATION AND THAT HE HAS READ AND UNDERSTANDS THE CONTENTS OF SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IOWA
RESIDING IN BOISE, IOWA

My Commission Expires _____

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ADA COUNTY
DEVELOPMENT SERVICES

CERTIFICATE OF SURVEYOR:

I, JOSEPH R. JONES, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IOWA, AND THAT THIS PLAT OF PINEBROOKE PLACE SUBDIVISION NO.2 AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IOWA CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND PLING ACT, IOWA CODE 55-1801 THROUGH 55-1812.

JOSEPH R. JONES
J.J. HOWARD, INC.



IOWA P.L.S. NO. 13992

ENGINEER & SURVEYOR
J.J. HOWARD ENGINEERING &
SURVEYING, LLC
3463 W. STATE ST., STE. 0
BOISE, ID 83703
PHONE: 208-848-8837

OWNER/DEVELOPER
WEDGEWOOD HOMES, LLC
1330 N. APPLE WAY
BOISE, ID 83714
PHONE: 208-848-1806

PINEBROOKE PLACE SUBDIVISION NO.2

Book _____ Page _____

APPROVAL OF CITY ENGINEER:

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR "PINEBROOK PLACE SUBDIVISION"

CITY ENGINEER, BOISE, IDAHO

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT:

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1324, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DISTRICT HEALTH DEPARTMENT SWS
DATE:

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS:

THE PONDOROB PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE _____ DAY OF _____ 2013.

CHURMAN: ACIB

APPROVAL OF CITY COUNCIL:

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____ 20____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO

CERTIFICATE OF COUNTY SURVEYOR:

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

COUNTY SURVEYOR, P.L.S. 5358

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DEVELOPMENT SERVICE

CERTIFICATE OF COUNTY TREASURER:

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1304, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

COUNTY RECORDERS CERTIFICATE:

INSTRUMENT NO. _____
STATE OF IDAHO }
COUNTY OF ADA } =
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF J.J. HOWARD, LLC,
AT _____ MINUTES PAST _____ O'CLOCK _____ M. THIS _____ DAY OF _____ 20____
IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT
PAGE _____ THROUGH _____

DEPUTY

EX-OFFICIO RECORDER

ENGINEER & SURVEYOR
J.J. HOWARD ENGINEERING & SURVEYING, LLC
5003 W. STATE ST., STE. 0
BOISE, ID 83703
PHONE: 208-848-8837

OWNER/DEVELOPER
WINDWOOD HOMES, LLC
5350 N. RIFLE WAY
BOISE, ID. 83714
PHONE: 252-945-1008



201400253-S Site Map



Legend

- Railroads
- Major Streets
- Minor Arterial
- Collector
- SECTION
- PRINCIPAL Arterial
- INTERSTATE
- Other
- Minor Streets
- LOCAL
- PARKS
- PRIVATE
- RESIDENTIAL
- Other
- Street Names (minor)
- Parcels
- Ada-OQ2013

Map center: 43° 40' 59.3" N, 116° 17' 37.7" W

Scale: 1:1,748



This map is a user generated static output from an internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



MASTER APPLICATION/PETITION REQUEST

ADA COUNTY DEVELOPMENT SERVICES

200 W. Front Street, Boise, Idaho 83702. www.adaweb.net phone: (208) 287-7900 fax: (208) 287-7909

TYPE OF ADMINISTRATIVE APPLICATION:

- ACCESSORY USE*
- FARM DEVELOPMENT RIGHT
- FLOODPLAIN PERMIT
- HILLSIDE DEVELOPMENT*
- HIDDEN SPRINGS ADMINISTRATIVE
- HIDDEN SPRINGS SPECIAL EVENT
- LIGHTING PLAN
- LANDSCAPE PLAN
- DRAINAGE PLAN
- MASTER SITE PLAN*
- EXPANSION NONCONFORMING USE
- ONE TIME DIVISION
- PRIVATE ROAD
- PROPERTY BOUNDARY ADJUSTMENT
- PLANNED UNIT DEVELOPMENT (PUD)
- SIGN PLAN
- TEMPORARY USE*

TYPE OF HEARING LEVEL APPLICATION:

- CONDITIONAL USE
- DEVELOPMENT AGREEMENT
- SUBDIVISION, PRELIMINARY*
- PLANNED COMMUNITIES*
- SUBDIVISION, SKETCH PLAT*
- VACATION
- VARIANCE
- ZONING MAP AMENDMENT
- ZONING TEXT AMENDMENT

TYPE OF HEARING LEVEL PETITION:

- COMPREHENSIVE PLAN MAP OR TEXT AMENDMENT PETITION CHECKLIST

TYPE OF ADDENDA:

- APPEAL
- ADMINISTRATIVE MODIFICATION
- DEVELOPMENT AGREEMENT MODIFICATION
- FINAL PLAT
- TIME EXTENSION

REQUIRED SUBMITTALS:

- CHECKLIST for applicable application(s). If multiple applications, do not duplicate submittals.
- *SUPPLEMENTAL WORKSHEET REQUIRED

SITE INFORMATION:

Section: 13 Township: 4N Range: 1E Total Acres: 0.288
 Subdivision Name: Pinebrooke Place Sub Lot: 10 Block: 3
 Site Address: 7744 N. Bogart Ln City: Boise
 Tax Parcel Number(s): R7084180270
 Existing Zoning: R8 Proposed Zoning: R8 Area of City Impact: medium Overlay
 District(s): _____

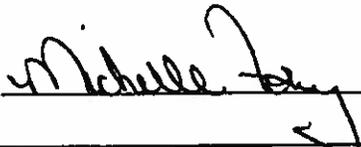
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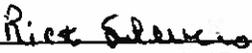
FEB 19 2014

ADA COUNTY
DEVELOPMENT SERVICES

OFFICE USE ONLY

Project #: <u>201400253-5</u>	Planning Fees/GIS:	Engineering Fees:
Received By: <u>BSR</u> Date: <u>2-19-14</u> Stamped <input checked="" type="checkbox"/>	<u>\$1209</u>	<u>\$110</u>

APPLICANT/AGENT: (Please print)	ADDITIONAL CONTACT if applicable: (Please Print)
Name: <u>J.J Howard LLC</u>	Name: _____
Address: <u>5983 W State Ste D</u>	Address: _____
City: <u>Boone</u> State: <u>ID</u> Zip: <u>83703</u>	City: _____ State: _____ Zip: _____
Telephone: <u>846-8937</u> Fax: <u>846-8322</u>	Telephone: _____ Fax: _____
Email: <u>Eric.h@jjhowardeng.com</u>	Email: _____
I certify this information is correct to the best of my knowledge.	ENGINEER/ SURVEYOR if applicable: (Please Print)
	Name: _____
<u>Michelle Jay</u>	Address: _____
<u>2/12/14</u>	City: _____ State: _____ Zip: _____
Signature: (Applicant)	Telephone: _____ Fax: _____
Date	Email: _____

OWNER (S) OF RECORD: (Please Print)	OWNER (S) OF RECORD: (Please Print)
Name: <u>Wedge Wood Homes LLC</u>	Name: _____
Address: <u>5320 N. Riffle Way</u>	Address: _____
City: <u>Garden City</u> State: <u>ID</u> Zip: <u>83114</u>	City: _____ State: _____ Zip: _____
Telephone: <u>(252) 945-1005</u>	Telephone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Ada County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.	I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Ada County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.
	_____
<u>Ricc Salas</u>	_____
<u>10/1/13</u>	_____
Signature: All Owner (s) of Record	Signature: All Owner (s) of Record
Date	Date

ALL OWNER(S) OF RECORD (ON THE CURRENT DEED) MUST SIGN (Additional Sheets are Available Online)

If the property owner(s) are a business entity, please include business entity documents, including those that indicate the person(s) who are eligible to sign documents.

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ADA COUNTY
DEVELOPMENT SERVICES

ADA COUNTY DEVELOPMENT SERVICES

200W. Front Street, Boise, ID 83702. www.adaweb.net phone: (208)287-7900 fax: (208)287-7909



PRELIMINARY PLAT CHECKLIST

A Subdivision request requires a public hearing.

GENERAL INFORMATION:

APPLICANT	RESTRICTION	DATE
✓	Completed and signed Master Application	✓
✓	Completed Supplemental Information	
	Associated Forms:	
pre-works	N/A Zoning Ordinance Map Amendment (Re-zone)	
	N/A Development Agreement <i>Using existing Dev. Agreement</i>	
	N/A Sketch Plat	
	N/A Zoning Text Amendment	
	None Private Road	
	None Vacation	
✓	DETAILED LETTER by the applicant fully describing the request or project and address the following:	✓
	Explain proposed use, and all uses associated with the request.	✓
	Any other supporting information.	✓
N/A	NATURAL FEATURES ANALYSIS (ACC 8-4E-4D) must include the following	N/A
	One electronic copy.	
	Important features such as existing structures, water courses, wetlands, power lines, telephone lines, railroad lines, Airport influence areas, existing easements, municipal boundaries, section lines, parks, schools and supplemental data as required.	}
	HYDROLOGY. ACC 8-4E-4D1	
	SOILS ACC 8-4E-4D2	
	TOPOGRAPHY ACC 8-4E-4D3	
	VEGETATION ACC 8-4E-4D4	
	SENSITIVE PLANT AND WILDLIFE SPECIES ACC 8-4E-4D5	
	HISTORIC RESOURCES ACC 9-4E-4D6	
	HAZARDOUS AREAS ACC 8-4E-4D7	
	IMPACT ON NATURAL FEATURES ACC 8-4E-4D8	
None	PHASING PLAN of proposed subdivision, if applicable, and timeline of phasing. (One full size copy and one electronic copy)	
✓	SUBDIVISION NAME APPROVAL from the County Engineer. <i>Jerry Hastings</i>	✓
✓	RESTRICTIVE COVENANTS if proposed. <i>existing CCR Gen. owner</i>	✓
✓	IRRIGATION PLAN as required per Idaho Statute 31-3805. <i>Existing PI</i>	
	OPEN SPACE MANAGEMENT PLAN.	
✓	DEED (or evidence of proprietary interest)	✓
✓	NEIGHBORHOOD MEETING CERTIFICATION	✓
✓	PRE-APPLICATION CONFERENCE NOTES	✓
✓	SUPPLEMENTAL DATA required by County Engineer	
✓	PRELIMINARY PLAT SPECIFICATIONS ACC 8-64-2 Submit 1 electronic copy, 2 full size copies, and one reduced copy to 8 1/2" X11".	✓
✓	METES AND BOUNDS LEGAL DESCRIPTION of the property to be subdivided including a Microsoft Word® electronic Word document.	✓
N/A	OVERLAY DISTRICT: May require a separate checklist or additional information for the following	

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EXHIBIT #33

12 OF 14

ADA DEVELOPMENT

STAFF REPORT

201400253 S

Pinebrooke Place #2

N/A	HILLSIDE DEVELOPMENT (ACC 8-3H) YES () NO (X)
No	Preliminary Grading Plan (ACC 8-3H-3B)
	Slope Stabilization & Revegetation Plan & Report (ACC 8-3H-3C)
	Prepared and sealed by a licensed landscape design professional? YES () NO ()
	Engineering Hydrology Report (ACC 8-3H-3D)
	Prepared and sealed by a professional engineer registered in the State of Idaho? YES () NO ()
	Soils Engineering Report (ACC 8-3H-3E)
	Prepared and sealed by a professional engineer registered in the State of Idaho? YES () NO ()
	Engineering Geology Report (ACC 8-3H-3F)
	Prepared by a professional geologist or prepared and sealed by a professional engineer registered in the State of Idaho? YES () NO ()
	Visual Impact Report (ACC 8-3H-3G)
Prepared by a licensed design professional? YES () NO ()	
NO	FLOOD HAZARD (ACC 8-3F)
No	Evacuation plan filed with the Ada City-County Emergency Management Office? YES () NO (X)
N/A	WILDLAND-URBAN FIRE INTERFACE (ACC 8-3B)
	Fire hazard and emergency access roads evaluated and sealed by licensed fire professional engineer? YES () NO ()
	SOUTHWEST PLANNING AREA (ACC 8-3C)
No	PLANNED UNIT DEVELOPMENT (ACC 8-3D)
N/A	BOISE RIVER GREENWAY (ACC 8-3G)
N/A	BOISE AIR TERMINAL AIRPORT INFLUENCE AREAS (ACC 8-3A)
N/A	PROPOSED STREET NAME No New streets
	Must comply with ACC 2-1.
	Contact Ada County Street Naming Specialist.
No	PLANNED COMMUNITIES:
S	Digital Version of Planned Community Subdivision.
	Project Data Tables (see PC application manual)
	Color keyed full sized copy of preliminary plat displaying land use districts.
	Landscape Plan
	Urban Public Services Description
	Open Space Description
	Community Center and/or Recreation Center Description (if applicable)
	Water Supply Verification
	Urban Public Services Construction Verification
	Urban Public Services Operation & Maintenance Verification
Transportation Plan (if applicable)	
✓	MUST COMPLY WITH SIGN POSTING REGULATIONS (ACC 8-7A-5) 11 x 17 Signs
	APPLICATION FEE: Call County or go to www.adaweb.net for fees

Supplementary information at the discretion of the Director or County Engineer may be required to sufficiently detail the proposed development within any special development area, including but not limited to hillside, planned unit development, floodplain, southwest, WUFI, Boise River Greenway, airport influence, and/or hazardous or unique areas of development.

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL APPLICABLE ITEMS ON THE FORM ARE SUBMITTED.

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SUPPLEMENTAL INFORMATION / PRELIMINARY PLAT
(to be completed by the applicant)

DETAILED LETTER MUST INCLUDE:	
Total number of dwellings:	2
Dwelling units per acre:	0.33
Zero lot line setbacks	YES () IDENTIFY NO (X)
X	Water Provider: <u>United Water</u>
<	Method of Sewage Disposal: <u>Base City</u>
PRELIMINARY PLAT SPECIFICATIONS:	
✓	Scale of not more than 100' to the inch. (Or written approval from the director) <u>1" = 20'</u>
X	Limits extending 300' beyond the boundaries of the proposed development.
X	Subdivision boundary based on actual field survey, stamped by a licensed professional land surveyor.
✓	Name of owner.
✓	Name of person or firm responsible for the drawing.
✓	Name of the proposed subdivision.
X	Date, graphic scale, true north arrow, vicinity map, section, township, and range.
X	Ties to all controlling corners.
X	Names of neighboring subdivisions, according to the Assessor's files.
X	Names and boundaries of owners of neighboring properties, according to the Assessor's files.
✓	Name, location, width, direction of slope, centerline and right of way of all <i>existing and proposed</i> public streets and private roads.
N/A	Proposed off-site improvements pertaining to streets, water supply, sanitary sewer systems, storm water systems, fire protection facilities, and proposed utilities.
✓	Street sections and pathway sections.
X	Lot layout with lot and block numbers, lot dimensions, and lot area in sq. ft.
✓	Graphically depict the minimum setbacks. (describe in legend)
N/A	Areas of special interest labeled. (parks, schools, etc.)
N/A	Identify zero lot line properties.
	Standard Subdivision: Table with number of lots and acreage for residential, commercial, industrial, Common (Landscape, utility, or other), Open Space lots and the total of all.
PLANNED UNIT DEVELOPMENT	
NO	Density bonus requested. YES () EXPLAIN NO ()
NO	Commercial Uses. YES () LIST NO ()
NO	Industrial Uses YES () LIST NO ()
NO	Deviation of Dimensional Standards. YES () LIST NO ()
	Dedicated open space shall abut any lots that have been reduced below the minimum property size and shall abut multi-family development.
BOISE AIR TERMINAL AIRPORT INFLUENCE AREAS	
NO	What Airport Influence District is the property is located in?
WILDLAND-URBAN FIRE INTERFACE	
	All non-farm subdivisions shall provide fire flow as adopted by the fire authority. Submit a written statement approving such fire flow. YES () NO ()
FLOOD HAZARD	
NO	Flood zone.
NO	Floodway YES () NO (X)
NO	Foothill or other hillside tributary floodways. YES () NO (X)

RECEIVED

Brent Moore

From: Dale Meyers
Sent: Monday, April 28, 2014 9:33 AM
To: Brent Moore
Cc: Angela Gilman
Subject: RE: Ada County Application Transmittal Notice.

Brent,
The initial "Engr Review" on Daps is still valid for this project. Let me know if you have any questions.



Dale P. Meyers, PLS, CFedS
Surveying/Engineering Technician
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7938 office
(208) 287-7909 fax

From: Angela Gilman
Sent: Friday, April 11, 2014 11:46 AM
To: Dale Meyers
Subject: FW: Ada County Application Transmittal Notice.



Angela M. Gilman, P.E., CFM
County Engineer/Floodplain Administrator
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7925 office
(208) 287-7909 fax

From: Brent Moore
Sent: Friday, April 11, 2014 11:28 AM
To: lanette.daw@boiseschools.org; mreno@cdhd.idaho.gov; lbadigia@cdhd.idaho.gov; dabo@cityofboise.org; itomlinson@cityofboise.org; dfluke@cityofboise.org; kyokom@cityofboise.org; tmills@cityofboise.org; bryce@sawtoothlaw.com; jbradshaw@cityofboise.org; jbradshaw@cityofboise.org; clittle@achdidaho.org; syarrington@achdidaho.org; boiseccc@qwestoffice.net; Mark Fern; Angela Gilman; Jerry Hastings; Jean Schaffer; Dale Ann Barton; Glenda Britz; Brent Moore
Cc: Brent Moore
Subject: Ada County Application Transmittal Notice.

Ada County Development Services Planning & Zoning Division Transmittal

File Number: 201400253-S	X-Reference: NONE
Description: A preliminary plat application for a two (2) lot residential subdivision.	
Reviewing Body: BOCC	Hearing Date: 6/4/2014
Applicant: JJ HOWARD ENGINEERING	P&Z Recommendation: RECOMMEND APPROVAL
Property: The property contains .288 acres and is located at 7744 N BOGART LN BOISE 83714. Section 13 4N 1E.	

Ada County Development Services is requesting comments and recommendations on the application referenced above. To review detailed information about the request please either click on the file number identified above, or visit the Ada County Development Service's Application Tracking System (ATS) web site at gisx.adaweb.net/acdsv2/ and search by file number. Hover over the pushpin that appears on the map with your mouse and select "Additional Info" from the pop-up box. You will then be able to review individual documents, drawings and other information detailing the request.

We request that you submit your comments or recommendations by 4/26/2014. When responding, please reference the file number identified above. If responding by email, please send comments to bmoore@adaweb.net.

To request a hard copy of materials associated with this application, for additional information, or to provide comment on Ada County's Development Services ATS, please call me at the number listed below.

Sincerely yours,
BRENT MOORE, ASSOCIATE PLANNER
200 W Front Street
Boise ID 83702
bmoore@adaweb.net
(208) 287-7998

ADA COUNTY DEVELOPMENT SERVICES
200 W FRONT ST BOISE ID 83702



May 5, 2014

Dear Property Owner:

LEGAL NOTICE IS HEREBY GIVEN THAT the Board of Ada County Commissioners will hold a public hearing on **June 4, 2014** at 6:00 p.m. in the Commissioners Main Hearing Room #1235, on the first floor, 200 W. Front Street, Boise, ID, to hear the following:

201400253-S, A preliminary plat application for a two (2) lot residential subdivision. The property contains .288 acres and is located at 7744 N. Bogart Lane in Section 13, T. 4N, R. 1E, Boise, ID.

Contact Brent Moore, Associate Planner, at 287-7998 or bmoore@adaweb.net for more information.

This is an Official Notice of Public Hearing regarding the use of a property near your own. You have been notified because records indicated that you own property near or within **300'** of the applicant's project boundary. You are invited to attend the public hearing and offer your comments for consideration. If you are unable to attend, you may send comments to our office before the hearing date, and they will be entered in the public hearing record.

This application can be viewed on-line by completing the following:

- 1 Type <http://gisx.adaweb.net/acdsv2>
- 2 Enter "**201400253-S**" in 'Search Application by File Number'
- 3 Click on 'Application Information'
- 4 Review documents by clicking on 'Supporting Documents'

5 days prior to the hearing you can go to www.adacounty.id.gov to view the agenda or staff report.



NOTES:

- This item may not be heard at the scheduled time of 6:00 p.m. as multiple items may be considered during the hearing.
- Video, audio, PowerPoint, or other computer-generated visuals used to present testimony, must be provided to the Planner ½ hour prior to the start of the hearing: file format compatibility cannot be guaranteed.
- Auxiliary aids or services for persons with disabilities are available upon request. Please call 287-7900 three days prior to this public hearing to make arrangements.

Sign Posting Certification

ADA COUNTY DEVELOPMENT SERVICES, 200 W Front Street, Boise, Idaho 83702

www.adaweb.net | (208) 287-7900

GENERAL INFORMATION:

You must post the property at least ten (10) days prior to the scheduled public hearing. The Certification form must be submitted at least seven (7) days prior to the scheduled public hearing. Please review Section 8-7A-5 of the Ada County Code for all sign posting requirements.

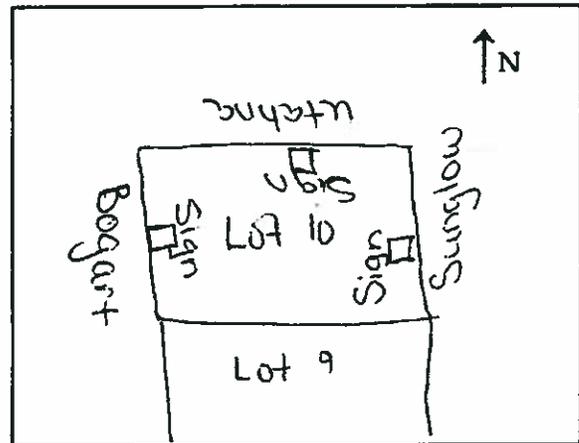
Please attach dated photographs of each sign with the certification.

PROJECT INFORMATION:

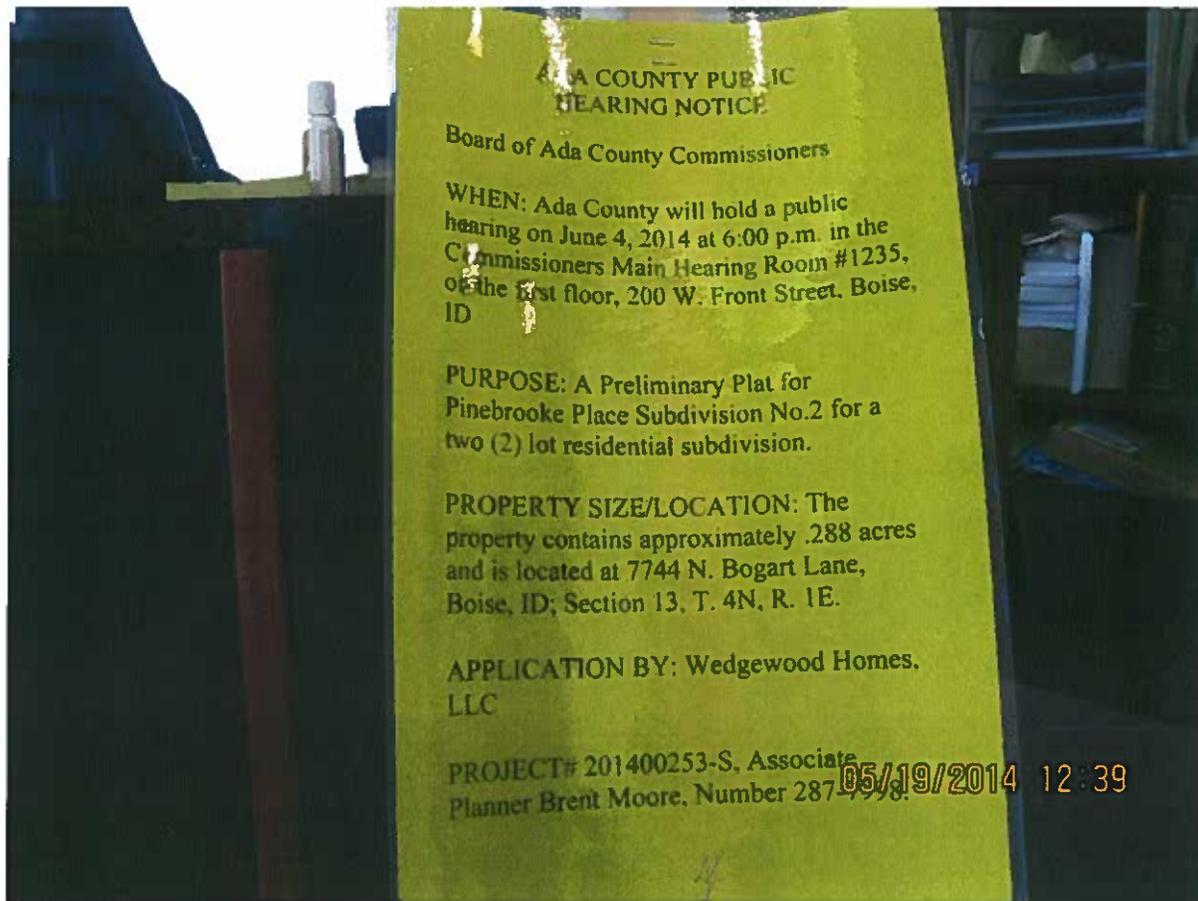
Location:	Quarter:	Section: 13	Township: 4N	Range: 1E	Total Acres: 0.288
Project Name: Pinebrooke Place Sub NO. 2				Lot:	Block:
Site Address: 7744 N. Bogart Ln				Tax Parcel Number(s): R7084180270	
File Number:				Date Posted:	

APPLICANT:		
Name: J. J. Howard LLC		
Address: 5983 W State St D		
City: Boise	State: ID	Zip: 83703
Telephone: 846-8937	Fax: 846-8822	
<p>I certify that the property was posted at least ten (10) days prior to the scheduled public hearing and have attached dated photographs of each sign in accordance with Section 8-7A-5 of the Ada County Code.</p>		
Signature: (Applicant) <i>Michelle Foley</i>		Date: 5/20/14

Please draw a diagram of sign location(s) on the property



OFFICE USE ONLY			
File No.:	Received By:	Date:	Stamped:



Close Up View



Sunglow



Utahna



Bogart