MEMO

TO: Mayor and Boise City Council

FROM: Cody Riddle-Manager, Current Planning

HEARING DATE: March 13, 2018

RE: CAR17-00026 & SUB17-00052 / Rezone & Preliminary Plat

On January 16, 2018 the Planning and Zoning Commission unanimously recommended approval to rezone 8.65 acres located at 3555 E. Warm Springs Avenue from A-1 (Open Lands, Park) to R-2D/DA (Medium Density Residential with Design Review and a Development Agreement). The Commission also recommended approval of a preliminary plat for a subdivision that includes 42 buildable lots for detached single-family homes.



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This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online through the following link:

http://pdsonline.cityofboise.org/pdsonline/Permits.aspx?id=0

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Background & Summary of Planning & Zoning Commission Action

This project was reviewed in conjunction with a conditional use permit by the Planning and Zoning Commission on January 16, 2018. The Commission unanimously approved the conditional use permit and recommended approval of the rezone and preliminary plat. The decision on the conditional use permit was not appealed so only the rezone and subdivision are before Council for consideration.

A 125-unit multi-family residential project was denied by City Council last summer due to a lack of compatibility with the surrounding neighborhood, negative impacts on adjacent properties and the natural environment, and conflicts with the Comprehensive Plan. This included elements of the Plan that encouraged using the Harris Ranch and Barber Valley Specific plans for general guidance for developments like the subject property, even though they are outside the boundaries of those areas.

The applicant took the feedback they received through that hearing process, and started over. The current project is the result of an extensive outreach effort with the neighborhood. After a series of meetings and revisions, they submitted an entirely different project. Changes included:

- Density was reduced by approximately 62% (From 125 to 47 Units).
- All multi-family units were removed.
- All three-story buildings were removed.
- Natural riparian/wetland area preserved.

These elements of a project are typically more appropriate for a discussion regarding a conditional use permit. However, in this instance the density, layout and design is tied to a narrowly written development agreement attached to the rezone before Council. The property is currently zoned A-1 (Open Land). This allows low density residential (one unit/acre) and land uses that require larger areas such as parks, schools, golf courses, agriculture, etc. However, the site is designated "Commercial" on the Land Use Map and identified for "Significant New Development/Redevelopment". The proposed R-2 (Medium Density Residential) zone is permissible given the Commercial Land Use Designation. However, it allows up to 14.5 dwelling units/acre. Without careful attention to design, this density could be problematic in this location as it is a significant increase from immediately adjacent properties. This concern has been addressed with the attached development agreement that limits density, and allows only single-family residential uses as illustrated on the site plan approved with the conditional use permit. The agreement not only limits density, it ensures an appropriate transition to adjoining properties in terms of layout, lot size, and setbacks.

As the record indicates, there was testimony in opposition to the applications at the Commission hearing. Concerns varied, but focused primarily on project density and compatibility of the design with the surrounding neighborhood. Those in opposition suggested the proposal did not comply with the policy guidance of the two Specific Plans that govern the majority of development in the Barber Valley.

There was significant written analysis in the January 16 project report and a lengthy discussion at the Planning and Zoning Commission hearing. Ultimately, the Commission found the proposal to be consistent with the standards for approval. This included the conditional use permit as well as the rezone and preliminary plat that are now before Council.

As illustrated below, to further ensure compatibility and prevent potential impacts, the Commission required the applicant to delete one lot on either side of the project entrance and four lots in the southeast corner of the site. The result is a project comprised of 42 detached single family homes at a density of 4.85 units/acre.



(Approved Site Plan with Lots to be Removed)

The applicant agreed to the removal of the lots and all other recommended conditions. Again, the conditional use permit was not appealed by the applicant or neighbors. The removal of the lots will be reflected in the development agreement (rezone) and on the preliminary plat. With that change, and absent any concerns or opposition from public agencies providing service to the site, the Commission unanimously recommended approval of both applications.

Recommendation

The Planning Team recommends Council approve the rezone and preliminary plat consistent with the Planning and Zoning Commission recommendation.

PLANNING COMMISISON APPROVAL

January 17, 2018

Jared Sherburne
BHV, LLC
5266 W. State Street, Suite 101
Boise, ID 83703
jared@sherburne-marss.com
(sent via email)

Re: CAR17-00026, PUD17-00029 & SUB17-00052 / 3555 E. Warm Springs Avenue

Dear Mr. Sherburne:

This letter is to inform you of the action taken by the Boise City Planning and Zoning Commission on your request to rezone 8.65 acres from A-1 (Open Land) to R-2D/DA (Medium Density Residential with Design Review and a Development Agreement), a conditional use permit for a planned residential development comprised of 47 detached single family homes, and a preliminary plat for a residential subdivision comprised of 47 buildable and 10 common lots.

The Boise City Planning and Zoning Commission, at their hearing of **January 16, 2018,** recommended approval of the rezone and preliminary plat and approved your conditional use request, based on compliance with the attached Reason for the Decision and Conditions of Approval.

May we also take this opportunity to inform you of the following:

1. This conditional use approval will not take effect until after the appeal period has lapsed.

2. The decision of the Boise City Planning and Zoning Commission may be appealed to City Council within ten (10) calendar days from the issuance of this decision. The appeal must be written, accompanied by the appropriate fee, and submitted to the Planning and Development Services Department prior to the deadline set forth herein. Appeal application forms are available in the Planning Department or online under Applications at:

http://pds.cityofboise.org/ or http://pds.cityofboise.org/home/documents/apps/100/

3. All appeals of this conditional use permit must be filed by **5:00 P.M., on January 26, 2018**.

4. If this Conditional Use Permit is not acted upon within two (2) years, it will become null and void without further notification from this Department.

The rezone and preliminary plat will be considered by the Boise City Council. You will be notified of the established hearing date.

If you have any questions, please contact me at (208) 608-7082.

Sincerely,

Cody Riddle
Manager, Current Planning
Boise City Planning and Development Services

Cc: Shawn Nickel / SLN Planning shawn@slnplanning.com (sent via email)
Barber Valley / John Mooney jkscm01@gmail.com | bvnaboise@gmail.com (sent via email)

Reason for the Decision

Rezone

As further detailed in the project report, the rezone meets the approval criteria of *11-03-04.B(7)(c).* The R-2 zone is permissible given the Commercial land use designation and the property is slated for "Significant New Development or Redevelopment" in the Comprehensive Plan. The associated development agreement will ensure compatibility with the surrounding neighborhood and consistency with the Specific Plans in effect for much of the Barber Valley. As conditioned, the agreement limits density to 4.5 units/acre, and allows only single-family residential uses. It also ensures conformance with a site plan that includes transitional lot sizes and comparable setbacks to surrounding development.

The rezone is supported by numerous elements of the Comprehensive Plan, including, but not limited to *Goal NAC 7 and Principle NAC7.1* that promote diversity in housing. This same diversity is a guiding principle of both the Harris Ranch and Barber Valley Specific Plans. *Policy BV-CNN 3.1 suggests* properties outside the boundaries of these plans should rely on the documents for general policy guidance.

The rezone is in the best interest of the public. The property is currently zoned A-1 (Open Land), with a maximum residential density of one unit per acre. This is not appropriate for a property in an urban setting where services, infrastructure and amenities are readily available, and that is slated for significant development by the Comprehensive Plan. There have been sizeable investments in terms of amenities and infrastructure in the Barber Valley. The change in zoning will accommodate additional residents that can make use of these services. This is more beneficial to the general population than if the same residents were forced to outlying areas of the community.

Planned Development

As further detailed in the project report, the development is consistent with the approval criteria of *BCC11-03-04.6.C(7)(a).* It is compatible with the surrounding neighborhood. It is a single family residential subdivision surrounded primarily by identical uses. The broader neighborhood consists of a diverse mix of uses including multi-family residential and commercial development.

The site is large enough to accommodate the project without adversely impacting other properties. The proposal adheres to all dimensional standards of the Development Code and no variances are necessary. The perimeter setbacks have been met or exceeded, and all required features, including amenities, provided. Comments from public agencies confirm the development will not place an undue burden on the transportation system or other infrastructure in the area.

The project is supported by general policies of *Blueprint Boise*, and those specific to the Barber Valley Planning Area. The Plan promotes a mix of housing, with variation in density, product type, and price. It also encourages the preservation of neighborhood character *(NAC 3, NAC 3.1, NAC 7, NAC 7.1, & GDP N.3).* The project is not identical to surrounding subdivisions, and such a design is not encouraged by *Blueprint Boise* or the referenced Specific Plans. The project will add to the diversity of housing in the area without negatively impacting neighborhood character. The Plan encourages connectivity and an integrated network of open space *(GDP N.1 & GDP N.2).* It also promotes clustered development as a way to

preserve natural features *(GDP N.8, GDP N.10, SHCC 12, & SHCC 12.1).* The development is concentrated on the northeast portion of the site, allowing a wetland area and wildlife corridor to be preserved. A pathway proposed adjacent to these areas will serve as an amenity to the entire neighborhood. The design is consistent with policies specific to the Barber Valley where an emphasis is placed on context sensitive development, wildlife and open space protection, and trail connections *(BV-CNN 1.1, BV-CCN 2.1, BV-CNN 3.3), BV-C2.3, & BV-C 2.4).*

As required by *Goal BV-CNN 3.1,* the project is consistent with the policy guidance of the Harris Ranch and Barber Valley Specific Plans. Located outside their boundaries, neither document provides direction for the appropriate use of the subject property, or establish any sort of limit on residential density. Like *Blueprint Boise*, both plans are focused on environmental stewardship, connectivity, housing diversity, and the principles of New Urbanism. The development is consistent with these ideals. The majority of homes are rear-loaded, and many front on open space. This treatment can be seen throughout the Barber Valley. Both plans promote preservation of unique features and the inclusion of useable open space. The development has been designed in this fashion. Approximately 2.8 acres, or 32% of the site has been preserved as open space.

Subdivision
As conditioned, the preliminary plat is consistent with the Development Code and the Comprehensive Plan.

Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received **November 28, 2017**, except as expressly modified by the following conditions.

2. **Planned Unit Development**

   a. The minimum setbacks shall be as illustrated on the Detailed PUD Site Plan (Sheet 2.0).

   b. Lots 19, 20 and 21 shall be replaced with a single building lot.

   c. Lots 22,23 and 24 shall be replaced with a single building lot.

   d. Either Lot 8 or 11 shall be removed and the private street at the entrance widened to 60'.

   e. Each home shall have a minimum two parking spaces within an enclosed garage.

   f. The design of the homes shall be generally consistent with the prototypes included in the application materials.

g. The internal streets, sidewalks, and natural path shall all remain accessible to the general public.

h. The 50' wildlife corridor shall remain unfenced along both the northern and southern property lines.

i. A minimum 10' wide opening in the perimeter fence shall be provided at the southeast corner of the site.

j. To accommodate future connectivity, a minimum 10' wide pedestrian access easement shall be located in the southeast corner of the site. An additional 10' easement, located approximately 100' from the western boundary shall also be provided. In the event an agreement to grant cross access for pedestrians is reached with the adjoining owner, pathway connections shall be installed in each location. These easements shall be delineated on the final plat.

k. Final written approval of the landscape and fencing plans by the Idaho Department of Fish and Game is required prior to issuance of any construction permits. Contact Krista Biorn, Regional Wildlife Biologist, at (208) 334-2115 for additional information.

l. Prior to submittal of any construction permits, provide the Planning Department with a copy of the 404 permit application filed with the Army Corps of Engineers. The Corps of Engineers permit and associated mitigation plan shall be approved by the Corps prior to issuance of building permits on lots 45-55, Block 1. Contact Eric Gerke at (208) 433-4462 or Greg Martinez at (208) 433-4465 for additional information

m. The parking proposed adjacent to the common areas shall be combined into one uninterrupted row of perpendicular spaces. A minimum of two additional community garden boxes shall replace the parking removed from Lot 25.

n. A continuous sidewalk shall be provided on the north side of the parking spaces located in the common lot.

o. The sidewalk proposed on Lot 25 shall be extended to the perimeter of the lot (northwest corner).

p. A crosswalk delineated by a change in grade, paving material, texture, and/or color, shall be provided between Lots 25 and 34.

q. A picnic table and benches shall be provided in conjunction with the proposed trellis. The fixtures shall be large enough to accommodate small group gatherings.

r. Existing trees shall be retained and protected, or relocated, as indicated on the Tree Mitigation plan included in the application materials.

s. The applicant shall work with the Harris Ranch Wildlife Mitigation Association to provide new homeowners with information regarding wildlife in the area, trail closure dates, and any areas off limits to human activity.

t. Upon approval of the rezone, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

u. Within one year of the date City Council approves the rezone, the Development Agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the Development Agreement within the one-year time frame shall automatically render approval of this modification null and void.

3. **Subdivision**

a. Comply with the conditions of approval of PUD17-00029 and SUB17-00052.

b. Language regarding the availability of the Harris Ranch/Brighton Transit Management Associate ride sharing program shall be made available to residents through the CC&R's.

c. A note shall be placed on the face of the Final Plat stating: *"The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD17-00029."*

d. A note on the face of the Final Plat shall designate that any Common Lots shall be owned and maintained by the Barber Hill Vistas Subdivision Homeowner's Association. These lots cannot be developed for residential purposes in the future. The common lots shall be designated by Lot and Block.

e. The Mylar shall include the following endorsements or certifications (*I.C. Title 50, Chapter 13*):
   i. Signatures of owners or dedicators,
   ii. Certificate of the Surveyor,
   iii. Certificate of the Central District Health Department,
   iv. Acceptance of the Commissioners of the Ada County Highway District,
   v. Certificate of the Boise City Engineer,
   vi. Approval of the Boise City Council,
   vii. Certificate of the Ada County Surveyor, and
   viii. Signature of the Ada County Treasurer.

f. The name, **Barber Hill Vistas Subdivision**, is reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Engineer, the new name to the Department of Planning and Development Services and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

g. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat (*B.C.C. 11-09-03.4E*).

h. A letter of acceptance for water service from the utility providing same is required (*B.C.C. 11-09-04.3*).

i. Developer shall provide utility easements as required by the public utility providing service (*B.C.C. 11-09-04.12*).

j. Developer shall provide a letter from the United States Postal Service stating, "The Developer and/or Owner has received approval for location of mailboxes by the United States Postal Service."

Contact: Postmaster
770 S. 13th Street
Boise, ID 83708-0100
Phone: (208) 433-4301

k. The developer shall make arrangements to comply with all requirements of the Boise City Fire Department and verify in one of the following ways:

i. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied,
OR
ii. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

l. Covenants, homeowners' association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R's, no building permit shall be accepted until a copy of the recorded CC&R's has been submitted to the Boise City Attorney.

m. Prior to the City Engineer's Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan conforming to the requirements *B.C.C. 8-17*, is to be submitted to the Director of Planning and Development Services for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

n. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

o. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:

i. Signatures of owners or dedicators,
ii. Certificate of the Surveyor,
iii. Certificate of the Central District Health Department,
iv. Acceptance of the Commissioners of the Ada County Highway District.

p. Developer shall comply with *B.C.C. 11-03-04.4* which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

i. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least twenty working days prior to the expiration of the first two-year period, or expiration date established thereafter.

ii. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

iii. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer's signature. If the Final Plat is not recorded within the one-year time frame it shall be deemed null and void.

q. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of *B.C.C. 11-09-04.1* of the Boise Development Code.

r. An individual who has attended the Boise City Responsible Person (RP) certification class, or has obtained Interim Certification for Responsible Person is not identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City.

Agency Requirements

4. Compliance with the comments from the following agencies:

   a. Ada County Highway District (**December 14, 2017**)
   b. Idaho Fish & Game (**April 26, 2017**)
   c. Independent School District of Boise City #1 (**December 21, 2017**)
   d. Central District Health Department (**December 19, 2017**)
   e. Boise City Fire Department (**December 22, 2017**)
   f. Valley Regional Transit **(December 20, 2017)**

5. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

   Sewer & Pressure Irrigation – **December 8, 2017**
   Street Lights – **December 5, 2017**
   Solid Waste – **December 5, 2017**
   Grading & Drainage-**December 15, 2017**

Contact BCPW at 208-608-7150 for specific comments or questions. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval. All requirements of the BCPW shall be completed or bonded for prior to submittal of a Final Plat for the signature of the Boise City Engineer.

Standard Conditions of Approval

6. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

7. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.
8. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

9. In compliance with Title 9, Chapter 16, Boise City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling 208-608-7700. Species shall be selected from the Boise City Tree Selection Guide.

10. Deciduous trees shall be not less than 2" to 2 1/2" inch caliper size at the time of planting, evergreen trees 5' to 6' in height, and shrubs 1 to 5 gallons, as approved by staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.

11. Any outside lighting shall be reflected away from adjacent property and streets. The illumination level of all light fixtures shall not exceed two (2) footcandles as measured one (1) foot above the ground at property lines shared with residentially zoned or used parcels.

12. Vision Triangles, as defined under Section 11-012-03 of the Boise City Code, shall remain clear of sight obstructions.

13. Utility services shall be installed underground.

14. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid and submitted to the Building Department on the 2nd floor of City Hall. For additional information, please call (208) 608-7100.

15. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

16. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or his authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.

17. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.

18. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.

19. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

20. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

21. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.

22. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 am to 7:00 pm Monday through Friday and 8:00 am to 6:00 pm on Saturday and Sunday. Any activity that constitutes excessive noise as defined by Boise City Code must occur in the stated construction hours. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.

PLANNING & ZONING MINUTES

January 16, 2018

CAR17-00026 / BHV, LLC
3555 E. Warm Springs Avenue
Rezone of 8.65 acres from A-1 (Open Land) to R-2D/DA (Medium Density Residential with Design Review and a Development Agreement). Cody Riddle

PUD17-00029 / BHV, LLC
3555 E. Warm Springs Avenue
Conditional use permit for a planned residential development comprised of 47 detached single family homes on 8.65 acres located at 3555 E. Warm Springs Avenue in a proposed R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone. Cody Riddle

SUB17-00052 / Barber Hill Vistas
3555 E. Warm Springs Avenue
Preliminary plat for a residential subdivision comprised of 47 buildable and 10 common lots on 8.65 acres located in a proposed R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone. Cody Riddle

Cody Riddle (City of Boise): Thank you, Mr. Chairman, Commissioners. This is a request to rezone just over 8.5 acres, located at 3555 East Warm Springs from A-1, or Open Land, to R-2D with a Development Agreement (Medium Density Residential with a Development Agreement). You also have a request for a conditional use permit for a residential development comprised of 47 detached single-family homes, and then finally, a preliminary plat to subdivide the property. The applicant's going to go through the proposal in a little more detail in their presentation.

As you recall, a 125 unit multifamily project was denied by City Council in August of last year. That project was nearly three times the density as the current proposal and consisted primarily of multifamily apartments. That project had substantially less open space and included the removal of a riparian area on the southern portion of the site. The applicant did take the feedback received during that hearing process and essentially started over.

The current project or the proposal before you this evening is a result of an extensive outreach effort with the neighborhood. I believe, since September, they've met with different neighborhood groups on five different occasions and modified the project to some degree after each meeting. So the result is the project before you this evening. It's completely different than the previous proposal. It's comprised exclusively of detached single family homes.

The density has been reduced by over 60 percent, or from 125 to 47 units. There's significantly more open space, including an enhanced wetland along the southern portion of the site. So the applicant did address our concerns with the initial proposal. The project design now is based on unique characteristics of the site, provides a much better transition in our minds to adjacent properties and is comprised of a residential product type that's not such a stark contrast to the surrounding neighborhood.

Again, the project consists exclusively of detached single family homes of varying lot sizes. As is standard for detached single family subdivisions, we don't have a final design for each individual lot, but they did include prototypes to give a feel for the architectural style proposed within the development. And again, I'll let the applicant speak more to that this evening.

As detailed in your report, the project does adhere to all objective criteria of the zoning ordinance. They're not asking for any variances or relief from any standards. I don't believe you'll hear otherwise this evening. I believe, what you will hear is that, the project doesn't comply with the specific plans and I'd like to take a moment to clarify things in that regard. The Harris Ranch and Barber Valley specific plans are zoning districts. They have a very specific boundary and the project site is not within those boundaries.

What's being referenced is a policy in Blueprint Boise that suggests that specific plans be used for policy guidance for other projects in the Barber Valley, and you're going to hear that the project doesn't comply with those plans. From an objective standpoint, it can't. We can't apply zoning regulations from another district to a project that's not located within the district. It's important as you deliberate this evening that you also understand that neither plan, either directly or indirectly, indicates how this property should be used, neither specifies a residential density, and neither talks about lot sizes or anything like that.

So the question really is then, how are the specific plans relevant and just what does that policy mean? I think the policy recognized that there would be development in the valley that wasn't included in the specific plans. It was intended really to make sure the fundamental principles or overarching themes be considered. As detailed extensively in your report, we believe they have been, both in terms of the rezone and the planned development.

Both plans focus on environmental stewardship, connectivity, and the principles of New Urbanism. Both promote a diversity in housing, both in product type and price levels. We believe the development has been designed based on those concepts. The majority of the homes are rear or alley loaded and many front on open space. That design treatment can be seen throughout the Barber Valley in both specific plans.

Both plans promote a concentrated development pattern and the preservation of unique features and habitat. Again, the development has been designed in that fashion. About a third of the site has been preserved as open space. The majority is located in the wetland enhancement area and wildlife corridor. That's the exact kind of thing the planned unit development process is intended for and certainly better than the alternative of a conventional subdivision.

A conventional subdivision might have less density, but we wouldn't be able to require that amount of preservation or open space. I would also note that the open space in this project actually exceeds that of immediately adjacent subdivisions that were also not part of the specific plan. That includes the subdivision to the north that's about 27 percent and then the subdivision to the west that's only about 15 percent preserved as open space.

However, cumulatively, with the significant contribution of this project, we believe it provides a nice and appropriate transition from the higher density or more intense development along Parkcenter to the south and the Foothills to the north. We believe that's absolutely consistent with a larger planning effort in the valley. There are also numerous elements of Blueprint Boise that support this proposal.

Similar to the specific plans, Blueprint promotes an integrated mix of housing with variation again in density, product type, and price. It also encourages or promotes the preservation of neighborhood character. The layout of the project isn't identical to surrounding subdivisions, but I think we need to be clear that neither Blueprint Boise or the specific plans dictate such an approach. The project will add to diversity in the area without impacting neighborhood character.

Finally, there has been significant investment – public investment in the Barber Valley. This includes things like a new fire station, school, parks, bridges, pathways. A fundamental concept of Blueprint Boise is to accommodate a growing population and that includes locations like the one that's before you this evening. The vision was never that those investments only accommodate people residing in the specific plans. The project will place additional residents in a location that can take advantage or make use of those amenities and infrastructure.

And there's all kinds of benefits to that approach as opposed to forcing additional residents to outlying areas of the community. I believe you're going to hear opposition to some of the lot sizes and internal setbacks that are proposed in the project and some might suggest that that's a reason to deny this project. In our mind, it's just the opposite, or a reason to approve the proposal.

Again, this is the exact kind of thing the PUD process was designed for. The development has been concentrated on a portion of the site allowing for the preservation of a unique area, that wetland. In this case, the wetland is an amenity to the residents of the project, but also the entire neighborhood. A pathway around its perimeter will be available to the general public and again, that arrangement is certainly better than the conventional subdivision approach.

So my presentation really focused more on policy than we would typically do, but we believe there clearly is policy support for the project. I touched on some of the highlights, but there was an extensive discussion in your packet. I would remind the Commission that this property is designated commercial and slated for significant new development in the comprehensive plan. Again, the project meets all objective criteria. It has approval from all public agencies and I would note that their approval is actually based on substantially more information than we typically have.

The applicant is not seeking any variances and the project meets or exceeds all dimensional standards. Finally, while not identical to immediately adjacent development, there's no evidence to suggest that this single family subdivision is incompatible with other single family subdivisions abutting the site. At the end of the day, all of this is actually guaranteed by a very specific development agreement that is included as part of the proposal. So in conclusion, we are recommending of the three

applications before you and the approval criteria are provided on your screen. Thank you.

Chairman Demarest: Thank you, Cody. Okay, we're going to hear from the applicant/applicants. So tell us your name and address for the record first, if you would.

Jared Sherburne (5266 W. State Street Suite 101): Good evening, Mr. Chairman and Commissioners. My name is Jared Sherburne. My address is 5266 West State Street, Suite No. 101 in Boise, Idaho.

Chairman Demarest: Mr. Sherburne, thank you. So as the applicants, you're entitled to up to 30 minutes. So we'll start with ten and see where it goes.

Jared Sherburne (5266 W. State Street Suite 101): Okay.

Chairman Demarest: Alright, thanks.

Jared Sherburne (5266 W. State Street Suite 101): I'm a managing member partner with BHV LLC, which is the applicant. I'm a second generation local developer and a sixth generation Idahoan, who has grown up watching this valley grow and change. My family and I take great pride in creating communities we are proud to put our name on. We want to thank everyone here for all the time and energy that has been put into ensuring this as a great project that complements the surrounding area.

We believe everyone can recognize and appreciate how far we have come from the original application and we believe, with the help of the Commissioners, community and City Staff, we have created a project everyone can truly be proud of. We are listening. We agree with the planning team's recommended conditions of approval and adjusted the plot to eliminate yet another lot and comply with their additional recommendations.

Our revised plot now includes just 46 lots, which is low density, at 5.3 dwelling units per acre. We are proud of the fact, our new design has a total residential lot area of 50 percent, at 4.3 acres and open space and common areas of 32 percent, at 2.8 acres. It's very important to notice that we work hard to create diversity in our lot sizes and building envelopes. This will allow for more freedom in regards to home designs and architecture, which will result in a more diverse and aesthetically pleasing community. We are listening.

This was our vision for architectural styles and housing types, taken right out of the Harris Ranch and Bown Crossing. Many of the front facades will be seen from Warm Springs and Parkcenter with the garages and the alleys.

Let me address some of the comments we've had in regards to garage orientations that are not accurate. There are 24 out of 46 or 52 percent with front load garages or just 20 out of 46, at 43 percent, if you count only the patio homes. Again, these garage orientations will allow for more aesthetically pleasing elevations facing towards Warm Springs and Parkcenter. This leaves just 22 out of 46 or just 48 percent that are rear alley loaded.

This slide shows cross section of the site with the retaining walls we are designing to enhance the site and protect views. We have approximately 1,732 linear feet of engineered retaining walls. We also have approximately 950 feet of decorative garden walls that will add to the character and beauty of the community.

Some might ask, why are we creating all of these retaining walls, to which the answer is, we designed the retaining walls to work with the natural topography of the site, to maintain view corridors and for the structural integrity of the project, all while creating fairly flat building lots with grades at approximately two percent.

As stated previously, the location and the market are what is driving the diversity in housing types. We cannot have all million dollar home projects in the same area. This project has excellent walkability to the new Albertson's, the Greenbelt, and bus stop. Early on, there were concerns, our product type was out of character with the surrounding area in regards to alley load and double fronted sites. As you can see, this is not accurate.

This aerial gives you a better idea of how generous our open space is, compared to surrounding communities. As you can see, a very large percentage of our project is dedicated to open space, which is substantially greater than the surrounding neighbors. Again, we have a 50-foot wildlife corridor at the west end of the project that connects to our enhanced wetland area. In addition to our low density, we transition well to each immediate neighbor with the right of way to the north, large single family lots to the east, enhanced wetlands to the south and a wildlife corridor to the west. We are listening.

This aerial gives a better visual of our transitioning and buffering with our neighbors. This slide shows where the project was. Can we not all agree, this is not what we want? This is not at all what I wanted to be part of creating and I hope it shows. This slide shows that was then and this is now, plat comparison and again, we are listening. It's important to understand the community outreach we have had.

We truly want to thank Barber Valley Neighborhood Association and the surrounding neighbors for all of their input, suggestions, and meetings. As you can see, we did listen and we have reduced our density by 63 percent and implemented several of their valued suggestions. To reiterate what the City Staff outlined and approved, we have met the intent of the comprehensive plan, including SP01 and SP02. And again, we are listening and changed. Staff recommended approval with conditions as outlined in the report, we are implementing the changes recommended in the conditions of approval.

As you can see from the staff report, we have support and preliminary approvals from every reviewing agency. And in conclusion, the project design promotes diversity and product type in the area, by creating affordable and responsible low density homes as well as some higher end homes. The design fits the site, incorporates the terraced elevations, preserves open space, enhances wetlands, effectively uses pathways and encourages interconnectivity.

The Boise City Planning Team supports the application. The project takes into consideration the adjacent land uses and incorporates a responsible low density residential community that is compatible with the existing residential uses in the area.

Once again, we want to thank staff and the neighbors for helping us get to this point. This is a joint effort and the project reflects that. We are very proud to present this project to you this evening. That's it.

Chairman Demarest: Mr. Sherburne, thank you. Okay, so let's see if we've got any questions for either you or Mr. Riddle. By the way, just for the record, that you took about seven minutes, so we keep close track of that, so we can give the neighborhood association equal time.

Jared Sherburne (5266 W. State Street Suite 101): Okay, thank you.

Commissioner Gillespie: Mr. Chairman.

Chairman Demarest: Commissioner Gillespie.

Commissioner Gillespie: I have just a couple of questions for the City on how the code works. So some of the site is obviously a wetland and I imagine, well say, some people – some people will claim that it should be excluded from the density calculation. However, tonight, we have to go by what the code says and is it the case that the code calculates the density on the total parcel size and doesn't exclude, for example, things like wetlands?

Cody Riddle (City of Boise) Mr. Chairman, Commissioner Gillespie, always the gross total area.

Commissioner Gillespie: Okay, Mr. Chairman.

Chairman Demarest: Commissioner.

Commissioner Gillespie: Also a question for either – we may hear some testimony tonight about traffic and concerns with landslides, boulders rolling around and issues like that. Could you briefly summarize what ACHD said about that and what their final deliberation was on this project, as we are seeing it tonight?

Cody Riddle (City of Boise) Mr. Chairman and Commissioner Gillespie, ACHD from a capacity standpoint, approved the project at 125 units. Their comments on this one was that – I mean, basically they stand by those comments, where we're cutting it by 60 percent, that's acceptable. Regarding the rocks falling on Warm Springs, I believe there's a letter in your packet or their analysis, where they're monitoring that situation and even if it was closed and other routes had to be used, they weren't concerned from a capacity standpoint.

Commissioner Gillespie: Thank you.

Chairman Demarest: Commissioners? Commissioner Stevens?

Commissioner Stevens: Cody, this is a really long packet. I'll start with that. And because I read it in two different sittings, I found myself confused about the fire department. So, can you just tell me where we are on the fire department, because I was not able to go back to the original fire department reference from the first sitting, to help me understand the second sitting.

Cody Riddle (City of Boise): Certainly. Mr. Chairman, Commissioner Stevens, basically, the applicant provided more information than what we typically require. It included a grading plan. Some of the numbers they called out raised a question, some of the slopes of the roadways. We followed up with public works and fire regarding some of that information and they basically provided a second set of comments, confirming their approval of the project after looking at the slopes and responding to some of the written testimony they'd received. So there were two letters in there, the original approval and a second letter confirming that approval.

Commissioner Stevens: Okay, thank you.

Chairman Demarest: Commissioners, any other questions for either of these two gentlemen?

Commissioner Gillespie: Mr. Chairman.

Chairman Demarest: Commissioner Gillespie.

Commissioner Gillespie: Question for the City. Cody, could you bring up the map that shows the surrounding neighborhoods in – that's a good one, any one of these. Could you just sort of – going from Parkcenter Boulevard up – I don't know what that road is, that's – the main north/south road, immediately to the east of the development. But what are the densities as sort of we move from south to north in that picture, roughly speaking? And how did they compare to the 5.5?

Cody Riddle (City of Boise): Mr. Chairman, Commissioner Gillespie, roughly eight units an acre down along Park Center up to about two units per acre here, as you transition into the Foothills. I think you have somewhere between four and six here and then the five-and-a-half units per acre in the project site. I think the specific plan slide here kind of shows what it calls for as well. So you can see it transitioning up to the north.

Commissioner Gillespie: Mr. Chairman.

Chairman Demarest: Commissioner.

Commissioner Gillespie: And just for reference, how far is it from the center of the site to that eight units per acre density on Parkcenter? Quarter of a mile, eighth of a mile?

Cody Riddle (City of Boise): Mr. Chairman, Commissioner Gillespie, quarter of a mile maybe, at most. Yeah.

Chairman Demarest: Thank you. Commissioner Stevens. Oh, you were going for the mic.

Commissioner Stevens: Yeah, the last one. Actually, I have a question about setbacks. Can you just for the purpose of kind of a visualization if I'm driving east down what's now Warm Springs avenue and I go by the development to the west and then which is, I think that that is not current, is that correct? That aerial?

Cody Riddle (City of Boise): Mr. Chairman, Commissioner Stevens, there's a few new units that have been –

Commissioner Stevens: That's what I thought. So, could you just tell me what the setbacks are for that whole length before you head south on the main north south arterial there? Can you tell me what the setbacks are between the development to the west and then, all the way over where you dead end on Warm Springs? What I'm trying to get at is what is the – are we compatible? What's the difference in the setbacks for these ones that are going to be fronting Warm Springs between the development to the west and the one to the east?

Cody Riddle (City of Boise): Mr. Chairman, Commissioner Stevens, if I can take a crack at it, I don't have the exact dimensions. I know the project to the west, you actually, you can kind of see here. It's not the greatest visual but they actually have a frontage road or right along Warm Springs and so it's built fairly close there. You probably have comparable building setbacks in this project to that, and then they do certainly increase as you travel east down the street even to probably over a 30 foot front setback, which we oftentimes would discourage and like more of a building presence along the street. So it's a judgment call but it certainly transitions from east to west along that street.

Commissioner Stevens: Okay. Mr. Chair, and then, I just have a question regarding connectivity. So I know there's been some concern from the neighbors about this single point access. Was it ever discussed, and I realize it is most certainly a different owner, about providing an access out to the east from this where the private lane is on the south side of this project?

Cody Riddle (City of Boise): Mr. Chairman, Commissioner Stevens, we've actually reached out to the adjacent owner several times at a minimum regarding pedestrian connectivity, and they're unwilling to support that at this time. We've conditioned this project that it'd be accommodated on this project site so that in the event they work things out, we can get that in the future.

Commissioner Stevens: Alright, thank you.

Commissioner Gillespie: Mr. Chairman.

Chairman Demarest: Commissioner Gillespie.

Commissioner Gillespie: Just to get back to that setback issue, but is it the case that all the parameter setbacks requirements to the zone including the setbacks along both the north – well, the north of Warm Springs Avenue, they're all met by this?

Cody Riddle (City of Boise): Mr. Chairman, Commissioner Gillespie, that's correct. The one exception or the one question and there was some judgment, there was the – we had a condition to remove or relocate this Lot 21 and the applicant has agreed to that. And that was an attempt to provide a comparable setback to this home here. Otherwise, yes, all parameter setbacks are met.

Commissioner Gillespie: Mr. Chairman.

Chairman Demarest: Commissioner.

Commissioner Gillespie: Just to be clear, so what we're voting on tonight is five houses in that south-east Corner?

Cody Riddle (City of Boise): Yes, sir.

Commissioner Gillespie: Okay, and that's recognized in the conditions of approval or somewhere in there. So we don't have to make a – if we wanted to enshrine that, we don't need to do it up here?

Cody Riddle (City of Boise): Mr. Chairman, Commissioner Gillespie, it would probably be good. Our condition reads as recommended to either relocate it or remove it if your preference is one or the other to actually just remove it, the applicant agrees, I would clarify that in any motion later this evening.

Commissioner Gillespie: Thank you.

Chairman Demarest: Commissioners, last call? Okay, thank you. Thank you both. Alright, so we've got some good organization here. Yup. We know we've got some representatives from Boise Valley Neighborhood Association. We know they've worked to get their narrative coordinated. So now let's see. The applicant took let's say 10 minutes. He didn't really take 10, he took seven but I think it's fair that the neighborhood association have 10 to split up however you'd like. I know we've got first person on the list is Mr. Hendrickson. That must be you. Alright. So you've got a total between the two of you. Second person on the list is Mr. Allen, about ten minutes total, okay?

Chris Hendrickson (5264 E. Branchwood Drive): Okay, sounds good. Good evening Commissioner – Chairman and Commissioners, Chris Hendrickson, 5264 East Branchwood, Boise. I'm a board member of the Barber Valley Neighborhood Association. Regrettably, our association is unanimous. We oppose to the application based on our finding that the application is not compatible with surrounding development as outlined in the comprehensive plan. Our official written response on January 7 indicated the same. We find staff's recommendation for approval is based on a too general application of the policies of the comp plan in SPO1 and 2.

We seek to confirm the city's respect for those plans which outline consistent and predictable development in the Barber Valley. The entire Barber Valley community is highly invested in those plans. Most of our neighbors that moved to the Barber Valley did so based on a master plan concept and that the developers that have invested in the valley did so based on the predictability of that master plan. Our neighborhood association respectfully asks the commission to follow the guidance provided in these plans.

This slide depicts in red what are collectively referred to as the orphan parcels in the valley that are not within the specific plans but clearly, they're adjacent to the plan parcels. All these parcels fall within the boundary of our neighborhood association which is shaded in – this map doesn't have it but basically, everything within that map is in the boundary of our association.

Each of these parcels will likely be developed soon. Two actually have applications about to be filed and each of these development plans will be controversial without

clear direction from P&Z staff and council regarding what policy guidance means in reference to the comprehensive plan and the policy basis of the specific plans. Your decision tonight and future decisions by council will set precedence for the development of these orphan parcels. As Council Member, Clegg, requested on August 29 last year in a council hearing for the same parcel, we request a working group be formed promptly and directed to proactively address the subjectivities surrounding the meaning of policy basis as it applies to orphan parcels.

It would be beneficial for neighbors and developers alike to do this before approving any development applications in the Barber Valley. It's important to note we've always expected this parcel to be developed. We respect the design process that began with the design charrettes in 2006. We have supported controversial development projects that were in compliance with the specific plans. We worked proactively with committed developers. We want and welcome high density projects in the valley that are in keeping with the plan. Please communicate to future residents and future developers that parcels in the Barber Valley that are not currently in the specific plans will be expected to substantially conform with those plans.

Finally, as evidenced by all the green stickers you see tonight, you will hear a significant input from the East Boise Concerned Citizens group which was formed in opposition to the development proposal. The BVNA fully supports the testimony you will hear from this group. I'd now like to introduce Mr. Gary Allen who will use the rest of the neighborhood association time to outline our numerous concerns. Thank you.

Chairman Demarest: Thank you, Mr. Hendrickson. Mr. Allen.

Gary Allen (3150 S. Blue Ribbon Lane): Thank you Mr. Chairman, Members of the Commission, Gary Allen 3150 South Blue Ribbon Lane is my home address. Mr. Sherburne was a man of few words so let me jump right into this. We have issues both with – while we recognize of course that this is a big improvement over the last proposal, we still have some significant problems with it. Compliance with the comprehensive plan, its compatibility and transition to neighboring properties. Whether the site is really large enough to accommodate this use and the adverse effect on neighboring properties. You are familiar with the SPO1/SPO2 policy basis that you're supposed to follow in the comprehensive plan. We think that's really important. Let me talk about what that means.

Also, as to the commercial part of this, remember from the last application that the commercial node really hasn't appeared here, so the character of that node has changed to really single family plus light commercial, based on what Mr. Telleria said in 2013. And housing is only secondary or ancillary to that. So I don't think you get a lot of guidance out of the comprehensive or the commercial designation. But what you do get guidance out of is the SPO1 land use pattern which you can see here feathers the density out towards the foothills and then, the area where this is it's two to four units per acre, and that's the same with the zoning that's been approved out there. I think that's been consistent throughout. And that, along with the constraints on this property, are what should drive a little bit different design for this project.

So, one other part of the comprehensive plan that the PNZ noted last time is that this property should be of distinct character and unique design. And we think that it fails in that respect because the character of what you're going to see from within this development is very much garage dominated. That every one of these lots on one face or the other is garage facing. What their – the anterior streets here, they're treating as alleys essentially and they're going to look like alleys. And so that concerns us from what could be a really attractive project inside really becomes quite an eyesore in any - and really aren't offset by benefits from other view sheds.

So let's talk about those designs that were presented. So these are the houses the developer says that could be used in this project. Really, most of them don't fit on any of those lots because they are alley loaded. There really are not a lot of alley loaded lots. If we go back here to the previous slide, so you've got these are all front loaded lots up here. These are front loaded lots unless you're counting way down here as sort of a front yard for these things. These are front loaded lots. You even have a front loaded street here that's essentially being treated as an alley. So really, only this street frontage are you going to see the front of any houses. So that means that you can't use any of those designs on those other lots. Really, you're stuck with something like this one here.

So what's this going to look like? It could look something like this which is a project off of Warm Springs and maybe it looks a little bit more like this. However, you're not going to have the same front yard setbacks or probably on most of them the tandem garage that you have here. And then, there's the issue of unique design and this issue of retaining walls is significant. And I think it shows how overcrowded the site is. Over a half a mile of retaining walls. This one here is 11 feet high. This is also a large retaining wall. This one here and here creates a very odd street frontage. So you've got a lot of issues to deal with here.

So let's look at those houses up on Warm Springs. They're not up on street level. They're 11 feet below the street level with a big retaining wall. So you're not going to have a front entrance on Warm Springs at all. You're going to have this gully here next to the sidewalk. I don't know how that works. You're also going to have the main drive with a big retaining wall on either side, so it's kind of – I called it a chute of death in my letter. Maybe that's a little bit of hyperbole but and it's also got a 10 percent plus grade on it.

Then, on this part of the property here, you've got another 10 percent grade and you've got one side of the street that's dug into the hill and the other one is filled and extended like this. So you have a very odd look of the project there. And then, you have what looks like a ten foot or so retaining wall below all of the houses on the bottom street. So the dominant feature that you're going to see from Warm Springs is a great big wall.

Then, we have substandard lots compared to all of those houses that you saw, the designs, these are some of the lots those were built on. The lots that are provided are mostly about half to 60 percent of the size. So you don't have any of the setbacks or room that makes those styles work nor most of the true alley offloading. So we're concerned we're really going to see something more like this which was in the original proposal. So compare Antelope Springs to that with a little bit larger lot, you can make a patio home work like this but they're not going to have that opportunity because their lots are 30 or 40 percent less deep.

Chairman Demarest: Mr. Allen, hold on one second. So we talked about ten minutes, but you're representing a whole neighborhood association. I understand that. We're going to give you an extra five. I'm prepared however upon request to give an extra five to the applicant at the end for rebuttal just to be fair. Okay?

Gary Allen (3150 S. Blue Ribbon Lane): I appreciate that, yes.

Chairman Demarest: Okay.

Gary Allen (3150 S. Blue Ribbon Lane): Thank you. I appreciate that. So let's move to the issue of compatibility. So, one of the things that we appreciate is that these lots over here on the west side or the east side of the project have now been matched to the lots next to them. However, that wasn't done up here across from Privada or Antelope Springs, and we think the project would benefit quite a bit both in terms of just matching that grade and compatibility so there's some transition into the project, as well as dealing with some of those serious grading issues that you've got at the top end of this project.

So that's one change we think would make sense. Also, we think we'd appreciate the removal of one lot there but we think it would make more sense for both of those lots to be larger and match the ones next to them. I heard somewhere that there are no variances requested and I guess that's true in a certain sense, but as part of the PUD, there are numerous waivers requested for virtually all of the setbacks on these lots. These lots do not comply with R-2 zoning requirements. Virtually, all of them have been changed in one way or another as much as 60 percent or more in many cases.

And so this is how this looks when you look at this lot size. It's a little bit small to see on the screen but it outlines each one of those waivers as to the specific lots and as to those small lots on the south east corner, it's even more severe as those are as small as 2,300 square feet.

Now, this neighborhood really wants to see something nice developed in this location. So we wanted to try to provide an alternate design that addresses the constraints of the property. Also, one of the things this project is missing is a featured design element. And we think there's a great opportunity for a great entrance into this property, just widen this out a little bit here and create a pedestrian pathway through so all of these properties can benefit from the million dollar view that you've got on that bench above the wetlands.

And then, within this interior part of the project it does makes sense to put a patio home project. We think this size of lot better addresses the grading challenges that you've got here and by the way, drainage challenges also which we haven't seen anything how the developer would propose to address those issues. And of course, the developer, as many developers I've represented have said and I have probably said up here, oh gosh, if we lose the lots, this just doesn't pencil. So my clients, Jeff and Leslie Wright who are the developers of Privada have said, "Well, okay. Let's run the numbers on this plan versus the alternate plan."

And by creating larger lots here and more valuable patio home lots, you actually create as much economic value with the alternate plan as with what has been presented, and

it will be a lot less expensive to develop because you won't have this extreme grading that you have to create. A half a mile of retaining walls is a lot.

So that completes my presentation, just in a quick summary, its compatibility with a comprehensive plan. It's honoring that feathering of density that occurs although SPO1. It is addressing a distinct character and unique design for this project. It's addressing the compatibility issues in transition from adjacent properties as well as ensuring that this site is really big enough for these uses. Because essentially, what they're doing is they're taking patio home designs from lots that are 40 to 60 percent bigger and just more or less, sticking the same house on them. And doing that in a context where you've got significant grade difficulties which make some of these units very odd indeed.

So, we would suggest either that the Planning and Zoning commission deny the project and send them back to the drawing board. I think we'd be just as happy if we could create a set of conditions that would work here. And essentially, what we're looking for is a set of conditions that would require them to build something along the lines of the alternate design that we've presented. And Leslie who's coming up in a second has – I've presented a picture. She's going to present some potential conditions that if you're so inclined, you could impose on the project to create that result. So with that I would be happy to take any questions.

Chairman Demarest: Okay, you mentioned you've got somebody else who wants to testify?

Gary Allen (3150 S. Blue Ribbon Lane): Oh, not as part of our time but we just have a –

Chairman Demarest: Joint public, I get it. I get it. Okay, that's fine. Thank you. Okay, so let's see if we do have any questions for either Mr. Allan or Mr. Riddle. We don't? No questions. We don't have any questions.

Gary Allen (3150 S. Blue Ribbon Lane): Alright, thank you very much.

Chairman Demarest: Alright, thank you. Okay, so we've got – remember, somebody did a really nice organizational job for us because you folks have worked really hard to get your narrative complementary I guess would be the right word. So we're going to go now to number three on the list, Peter Wachtell. Can we ask for an opinion from Mr. Spjute?

Scott Spjute (City of Boise): Well, I don't have an opinion but I can tell you what the ordinance says. The ordinance says that the combined neighborhood association shall have as much time as the applicant took. So we're already about five or six minutes over.

Chairman Demarest: Okay, so, we've really been quite generous already. So I think we're onto public testimonies, the rest of public testimony. Okay.

Chairman Demarest: That's correct, that's right. You'll get three minutes. Yup. Okay, so Mr. Wachtell .

Peter Wachtell (2733 Warm Springs Avenue): Good evening. My name is Peter Wachtell. I live at 2733 East Warm Springs Avenue. I'm here basically to kick off what is I'm sure a lot of public testimony about this particular project. The best way I would like to do that

is to simply say, look, on a Saturday morning when my youngest daughter comes to me and says, "Daddy, can I have chocolate cake for breakfast?" She really isn't angling for chocolate cake. She kind of knows we're a Cheerios household. She's angling for something better than Cheerios like maybe Fruit Loops.

The 125 units in August was chocolate cake. It was never really on the table. What you're seeing here is a request for maybe Fruit Loops, anything better than Cheerios. Cheerios is the density of the adjacent parcels. I think the most dense parcel next door is Antelope Valley. That's about three-and-a-half units per acre. Now, as a father, if I were to say, "Oh, honey. I'll give in. You can have Fruit Loops." The issue is that when the siblings wake up and they come into the kitchen and they see their little sister eating Fruit Loops, Cheerios are no longer acceptable. It isn't fair that she has something special and I get the regular old stuff.

The issue is these orphan parcels, we've got several of them, two of which are going to be coming before you shortly but have in fact been a bit delayed. And the reason is everyone wants to know before they come in and ask you to rezone and to give them their density, they want to know if Cheerios or Fruit Loops are on the menu and it's really important if you tell someone that Fruit Loops are there that they can go to six units, seven units, eight units of density, there will be no one asking to build what's compatible with the adjacent parcels. So please keep that in mind and then, enjoy the rest of your testimony this evening. Thank you.

Chairman Demarest: Mr. Wachtell, thank you. Next person, Jeff Wright. Mr. Wright.

Jeff Wright (2654 Mesa Verde Court): Good evening, my name is Jeff Wright. I live at 2654 at Mesa Verde Court, Boise. I envisioned chocolate Fruit Loops in that discussion there. I'm hungry.

Thank you Mr. Chairman, Commissioner for your time this evening. The proposed patio home lots are asking for a 53 percent reduction from the R-2 zoning minimum standards. The standards 5,000 square foot lot, 20 foot front setbacks, five side, and 15 rear. They're asking for 15 or 5 to 15 foot setbacks in the rear, 3 foot on the side, and 3 to 5 feet from the garage side. So as you could see, that's a major deviation from the guidelines. The client proposes rows of patio homes and very small substandard size lots range from 2,300 and 43 square feet to 3,400 and 20 square feet. And that includes these huge setbacks.

That's a 53 reduction from the zoning. It's not reasonable. It doesn't conform to anything in the area. Their open space is about 25 percent but they're asking for an over 53 percent. So as you can see, they're asking for about 2X what they're given for the lot sizes and setback reductions that they've asked you for. The homes will be really narrow, 27 feet wide to 35 feet wide along Warm Springs. They'll be about six feet apart. The rooflines will be about three feet from each other, so that red picture, those are three foot from red to red. The smallest lot across the street is 17,330 square feet which is a five to one ratio. Five to one is not transitional.

All single-family homes including the patio home lots one block away and others in the area, they meet the R-2 standards including the setbacks. The lot sizes are greater than 5,000 square feet and a minimum width of 50 feet. The patio homes are two story and

they'll be 12 feet below the Warm Springs Avenue road elevation as depicted in the images.

So you'll be looking at right across from you when you're standing on the sidewalk, you'll be looking at a five foot high roofline which will be directly in your eyesight, and they'll be about eight feet away from where you're standing on the sidewalk. So that roofline is five feet off of the sidewalk height. A direct result of drastic deviating from the R-2 standards. Nothing like it exists anywhere in the area.

The proposed driver aprons, they're sloped and they're about three to five feet in length. This limits your visibility when you're backing out of your garage before crossing the sidewalk and entering the street. Section 11-04-14-03 state wise setbacks are needed and they're much greater, especially on the garage side. There are no driveway parking with only three to five foot aprons and the street will only accommodate one car parking per two lots on one side of the road, and that's due to these design issues and deviations from the R-2 minimums. The proposed patio home lot size are shoehorned in with no room for reasonable landscape.

Chairman Demarest: Mr. Wright, your time is up.

Jeff Wright (2654 Mesa Verde Court): Thank you.

Chairman Demarest: Thank you. Next person signed up, Harry Keller. Mr. Keller.

Harry Keller (2654 Mesa Verde Court): I am Harry Keller at 2654 Mesa Verde Court.

Chairman Demarest: Mr. Keller, welcome.

Harry Keller (2654 Mesa Verde Court): Ordinary egress from Barber Hills Vista is by one exit single lane to four way intersection with no traffic control lights at Warm Springs Avenue. Peak hour and emergency traffic can pose an enormous queuing and backup concern within this 47 unit subdivision. This is illustrated in to scale on this exhibit for two scenarios. I would point out it's to scale. One with half the 94 cars they're in leaving and the other with all 94 cars leaving.

In the first backup can be as much as full half-length of all roads within the subdivision and the other can be as much as the entire length of all the roads in that subdivision. Cars would be trapped inside their garages if this ever occurred. They could, in other words, if this actual exhibit, especially the one on the right is impossible. Cars could not back out of the garages. They would be trapped. This is an extract from a nine page detailed treatise by Diane and Jim Langdon included when in stock report pages 226 and 234, the 47 unit two lane single connect with Warm Springs four-way intersection drives this concern.

Cars exit one at a time, drive across traffic permitting with west and eastern cars blocking each other from leaving. Now, this exhibit illustrates how Privada Estate's 16 unit density four lane single connect north at the same four way intersection how they address the problem. Cars can queue side by side by several lengths at the approach and exit two at a time west and east cross traffic permitting.

The difference between the Barber Hills Vistas proposal and Privada Estates is constructed is the 40 foot versus 60 foot width of each respectively. Both should be the same with no matter what the unit density should be approved by the Barber Hills District Project. This is just one small example of the many that others have presented where BHV's push for super compact cramped unit density causes the project to be rightfully rejected by the immediate nearby surrounding and even further out built out units. I don't know anybody in the neighborhood who supports it.

Chairman Demarest: Mr. Keller, your time has concluded. Thank you. Okay, next person, Celeste Miller.

Celeste Miller (3620 E. Warm Springs Avenue): Good evening, Mr. Chair and Commissioners. My name is Celeste Miller and I reside with my husband Joe Miller at 3620 East Warm Springs Avenue within 300 feet of the subject parcel. I want to point out that we have two things going for us in Barber Valley compared to higher density projects along Warm Springs Avenue west of the Warm Springs Mesa.

That is we have Parkcenter Boulevard in Barber Valley and we have the combination of the planning documents Blueprint Boise and SP01 which in conjunction, do not apply to density evaluation of projects farther west on Warm Springs Avenue, as compared to what we need to look at for the Barber Hills project in the density that is proposed and how nonconforming it is to the surrounding developments in the neighborhood. So I'm using one of the developer's documents to demonstrate the comparison of density on the lots along Warm Springs Avenue of Privada Estates and Barber Hills Vistas is proposing two for one essentially right across the street where there is one Privada lot, there are two of these patio homes on Barber Hill Vistas all the way along the Warm Springs corridor.

Just to the east of the Barber Hills in the Dallas Heirs Estates along Barber Drive, we're back to 2.0 units per acre density along Barber Drive, which is essentially Warm Springs Avenue. There is a new project that has not yet been filed but I've been to three meetings with that developer who is in fact listening to the neighbors, and it's just adjacent to Privada, just east of Privada where the development is proposing to mirror the lot size and setbacks of the Barber Drive houses in Dallas Harris Estates.

So we have the density of Antelope Springs to the west of Barber Hills, we have Privada across the street from Barber Hills. We have the Pheasant Lane project underway just adjacent to Privada and we have the Dallas Heirs Estates. All of those developments have density of 1.9 or 2.0 along Warm Springs Avenue except Barber Hill Vistas which has twice as many right there. And then, in terms of their overall five point whatever density per acre, if you look to the right in the Dallas Harris Estates going south of Barber Drive and on the same latitude as the Barber Hill Vista at the bottom of its property line, you're at density of 4.0 in that section of Dallas Harris Estates which is –

Chairman Demarest: Thank you ma'am. Okay. Carolyn Corbett, next person on our list.

Carolyn Corbett (3603 E. Warm Springs Avenue): Hello, I'm Carolyn Corbett and I live at 3603 East Warm Springs and I think – do you have my slide up there? Yup, so there's a little sign that says, "This is where I live." So you can see I'm adjacent to the property. I have a lot of interest in this. And so I'm going to try to just not to be too repetitive with

what has already been said. Again, even though I understand the official density is based on the total acreage, though you can certainly see the functional density is quite a bit higher, which is really what counts in terms of people who live there.

So this lot size, there's just too much crammed into it. And even though I know the developer's proposing that they're giving us a lot of open space with their new design, which I think they're not developing the wetlands which would be very difficult to develop anyway. The reality is it's a lot of hardscape. It's just a sea of asphalt looking out there right now. Now, I have lived in the Harris Ranch area for 17 years. I built my current house on that corner seven years ago because of the comprehensive plan SP01/SP02. And even though as it's been pointed out, the orphan parcels around at Antelope Springs, at Privada, and the proposed one you haven't seen yet for Pheasant – of above the slope or the house burned down they're calling Pheasant Drive.

All have used the SP01 and the charrette process most recently really quite effectively to interface with the neighbors. Cory said something about the setbacks of our road being 30 to 40 feet. They're a minimum of 50 feet and all those neighbors have exceeded 50 feet. But in the charrette process, we recognize with the developer who's working with the Pheasant Hill property that they couldn't possibly meet that particular requirement that is across the street in terms of their mirroring, so we helped come to an agreement for the width of the lot size to mirror even though the setbacks wouldn't be possible for them to achieve in terms of the design.

So I think the neighbors are really trying to be proactive but want to respect SP01. That's why we live there, that's why we built there. We're so grateful to the City of Boise for the planned development of this community that is so valuable and important to people, to wildlife, and to the overall health of Boise. So again, and like everyone else here, I would like to see SP01/SP02 principles used more specifically and respected and not use the more I guess general guidelines that the P&Z staff right now had recommended in their report. And I really appreciate your time tonight, thank you. We've tried to be as organized as we can and be respectful for you and your time you spend tonight as volunteers.

Chairman Demarest: Thank you Ms. Corbett. Next person signed up is Phil Carillo.

Phil Carillo (5829 S. Eastwood Place): Hello, my name is Phil Carillo. I live at 5829 south of East Wood Place, Boise. Thank you for your time this evening. I live next to another outlier parcel in the Barber Valley in the Brian Subdivision, which is kind of right near Gowen and Warm Springs. My wife and I chose to live here for the quality of life, wildlife, and the access to the outdoors. We are strong advocates for responsible and high-quality development in our area.

Recently, it came to our attention another development application is on the horizon, [Finisterre 02:40:57] on one of the remaining outlier parcels. The 12 acres right next to my backyard across Warm Springs Ave from the new proposed [Sue Howe 02:41:08] Memorial Park. The City is looking to annex this area and dedicate it as a public park. We attended the neighborhood meeting and the first charrette. The developer indicated he has no set plans for the development yet, and is choosing to work responsibly with the neighbors to come to an agreement on what is the best plan that works for the

neighborhood and importantly aligns with SP02 policies. We are very encouraged by this positive approach.

It goes without saying but it is worth mentioning that whatever decisions are made on the Barber Hill Vista proposal tonight will set a precedence for other developers to take notice of the good and bad. We request that you honor all policy guidelines that are a part of SP01 and SP02. These guidelines are there for situations exactly like this. All outlier parcel developments should substantially conform to the adopted specific plans and from Blueprint Boise for the Barber Valley.

What does substantially conform mean? It's a stronger language and guidance than should be the policy basis. I believe this is where we are getting into trouble. Interpretation of term policy basis appears vague and wide open. It leaves room for much biased subjectivity by developers. This frustrates the neighbors. Now, it is time to get clarification. At the previous hearing, Council President Elaine Clegg asked for guidance for these outlier parcels, asked for a work group to be formed to address this. We ask that you please consider her request now before it is too late and apply it to the Barber Hill Vistas application. Thank you.

Chairman Demarest: Mr. Carillo, thank you. Lynn Russell. Mr. Russell.

Lynn Russell (3615 E. Warm Springs Avenue): Mr. Chairman, I'm Lynn Russell. I live at 3615 East Warm Springs Avenue, adjoining the property. And I would just like to address two issues. Mr. Keller talked about the traffic for exiting the development as currently configured. I'm concerned about the safety for the young people, and especially for school students that will be going out that same exit at that same time in early morning to catch the school bus. There are no other exits out so they have to go out that exit to catch the bus.

Of course, the bus could go in and get them, but if you looked at what Mr. Keller showed you, if the bus goes in to get them and comes back out, they're going to have to allow at least 30 minutes more on their route time to do that. So the young kids are going to be coming out with all of that traffic in all directions, in great chaos, trying to find a way to get to the school bus. There are no other ways out.

The staff has proposed a way to promote more confrontation on that issue by putting an easement straight up to the Harris Ranch property. But Harris Ranch leadership has not agreed to this point, and I don't think they will.

Now, there's another major issue here and that is this half mile of retaining walls. I'm an engineer and I know that there are significant water issues in this area. The water comes in springs and the springs are what's called undulating springs. And they go up and down and they come out at one place at one time, and another place at another time, and they're not predictable.

Now, I've seen evidence of that, and so that can create instability in the foundations in the ground in the houses that are being built in the area. This problem was addressed in Harris Ranch, where I live, by fill dirt and it was also addressed by many, many truck loads of fill dirt in Antelope Springs, and there was much fill dirt in the development to the north. Because of that, my lot is about 6 or 8 or 10 feet higher than the land next to me in this

development. So with this land dug down and with all these retaining walls and with all these springs, there's a great potential for landslides and hazardous situations such as we've seen in other places in the neighborhood. So I urge you to deny this application. Thank you.

Chairman Demarest: Mr. Russell, thank you. The next person is Jeff Russell.

Jeff Russell (3621 E. Warm Springs Avenue): That's my dad.

Chairman Demarest: Mr. Russell. We kind of thought that.

Jeff Russell (3621 E. Warm Springs Avenue): Yeah. So first off, thanks for your service. I appreciate you guys' tireless and thankless job at times. I really appreciate that. I'm Jeff Russell, 3621 Warm Springs Avenue, adjacent parcel. There's a lot of discussion obviously around density. And the thing that struck me, Peter Wachtell actually said this at one point. He said, "The fundamental difference in the density of this property versus the adjacent property is the adjacent properties are laid out in a grid. You can go out east, west, north, south, right? So that even where it's eight units or six units, it's in a grid. This property is basically a cul de sac, so I think that's a fundamental difference that we all need to come to grips with.

Secondly, the elevation on this property is dramatic. And so where I believe the staff has recommended some connectivity over the little post office, that's probably similar to my dad's property. I don't know, 10, 15 feet higher. Where those weird five little lots are in the southeast corner is basically down in a hole, and there's a bunch of trees there that mask how deep that hole goes. And so as you look at that connectivity and that property, it's really ill-suited for that. And as you move farther south, the slope up to Warm Springs, where Warm Springs runs north/south, that slope grows more and more dramatic. My kids love sledding on it.

So that's an important point. I think that that whole little southeast corner area needs to be looked at a lot more carefully. I'm not sure it can sustain the density of five. I obviously support the suggestion we've made to make that match. They've obviously made great strides to make the transitions work better, but I don't understand that weird little corner where they abandoned the idea of the transition. I've got another minute so I'm just going to stand here. I'm just kidding. Thank you for your time.

Chairman Demarest: Mr. Russell, thank you. Okay, next person is Cathy Silak.

Cathy Silak (920 Warm Springs Avenue): Thank you, Mr. Chairman and Members of the Commission. My name is Cathy Silak and I reside at 920 Warm Springs Avenue in Boise. I am a member of the East Boise Concerned Citizens, but my neighborhood is the Warm Springs Historic District neighborhood, so we are the neighborhood that is west of Harris Ranch, west of the Mesa, just below Foothills East.

So my purpose here is to, like my fellow members of EBCC, is to urge the Commission to adhere to the same – to the policy as set forth in SPO1 and SPO2. And why is that? Many years ago, I was here in front of Planning & Zoning in the early 2000s as a member of the Warm Springs Historic District Association Board. And we urged at that time that the planning for Harris Ranch follow the street pattern that in fact did result, which is the

disconnect of Parkcenter Boulevard from Warm Springs Avenue. And the City fathers at that time saw fit to grant the request of the neighborhood associations, including the East Boise Neighborhood Association and others so that the historic streets not just of Warm Springs Avenue, but also of East Boise in general, would not be inundated by traffic from this new Harris Ranch development.

Our neighborhoods were never against Harris Ranch altogether, but simply tried to persuade the City and indeed ACHD of the desirability of channeling a bulk of the traffic onto Parkcenter Boulevard. Parkcenter Boulevard is a street where houses do not front onto Parkcenter Boulevard. If you drive that street, you'll see it was designed for high traffic. Warm Springs Avenue, not so. This is an old historic district. The houses are protected by ordinance. We cannot make changes to these houses without permission.

So what happens with a development like this, which does exceed the density and doesn't adhere to that feathering that you've been talking about, is that inevitably because the only ingress and egress to this development is, as was said, essentially a cul de sac, it's only on Warm Springs Avenue. So this traffic will undoubtedly much of it go onto Warm Springs Avenue. As it heads west, it will go on the avenue into the historic district. Some of it may go onto Parkcenter, but because it does directly front onto Warm Springs, again, the only ingress and egress for vehicular traffic is that street. And as has been pointed out too, there are other developments. And so a written testimony from my sister-in-law and brother-in-law, Joe and Celeste Miller submitted earlier, showed that a potential grand total of additional development traffic would be 4,000 vehicle trips per day onto Warm Springs Avenue. Thank you very much.

Chairman Demarest: Thank you. Leslie Wright. Oh there you are.

Leslie Wright (2654 Mesa Verde Court): Thank you. Good evening, I'm Leslie Wright at 2654 Mesa Verde. Thank you again, Commissioners, for your time this evening. It is important to note that all of the issues presented would easily be resolved if the plans were aligned with the adjacent homes in density. The following design shows an excellent example of 30 units, consisting of 11 single-family homes around the perimeter, 19 patio homes in the interior, which capitalize on the following best design practices and complies with SPO1.

They're compatible with the adjacent neighbors. It orients the layout in favor of the view shed. It introduces that welcoming pedestrian boulevard which leads to a very nice neighborhood park. It provides beneficial open space for a safe and walkable community, and for the children to play and neighbors together. It offers more open space for wildlife to filter throughout. It takes advantage of the natural topography with less dense design, therefore more homes have better views. It reduces the needs for the massive retaining walls and minimizes grading to force flat lots. It introduces small lot block patterns. It offers standard R-2 lot sizes with driveways that cars can actually park on. It reduces vehicles queuing to egress during peak hours and emergency evacuations, and therefore it reduces traffic on westbound Warm Springs.

The irony is if these principles were applied, the resulting density would simply fall into place naturally and would be the byproduct of an outstanding design. By the way, this density is 3.5 units per acre, a number that the neighbors repeatedly stated before that

they would find very acceptable. These critical changes would result in a lasting impact and would set a very high standard for all outlier parcels to follow.

A project like this would be admired as a great landmark in the Barber Valley. The new homes would command a premium. The project would still [inaudible 02:54:14] and would not take away from surrounding property values. So reducing the density to align with the neighbors solves every problematic issue and brings the project into full compliance with SPO1, which sets the bar high for all new development in the area.

To achieve this design requires the following conditions. It's included in your packet and I also have a copy to submit here on record. If these criteria were met and included in your conditions for approval tonight, not one neighbor would have an issue endorsing this project. These conditions just make sense. We ask you to please consider what is in the best interest and well being for the existing neighbors and urge you to not approve the application without including all of these conditions on record with your decision. Or alternatively, deny the current proposal until such plans are provided that are consistent with all the SPO1 criteria that were addressed so succinctly here tonight. Thank you again for your consideration in our perspective.

Chairman Demarest: Ms. Wright, thank you. Okay, so we've got some folks signed up on the sign-up sheet, but I know some people came in later on this one. So we're going to go down the sign-up sheet, then we'll see who would like some time. Everybody's eligible for three minutes one time. So the next person on the list is Mark Russell. So for everybody from this point forward, beginning with Mr. Russell, we do need you to – nevermind, no we don't. Nevermind. Yeah, we're good, okay. I take that back. Mr. Russell, welcome.

Mark Russell (2577 S. Trailwood Way): Mark Russell, 2577 South Trailwood Way. And I just wanted to say that I moved to Boise 10 years ago shortly after reading a USA Today article about how Boise was an up and coming best city to live in. And as we've seen over the last 10 years, that has been repeated over and over again in such that the whole nation recognizes Boise is a very viable and important place, an exemplary place to live. And I believe that it is that way because of the planning and the details that go into making Boise such a great place. And it is details that really matter, and I think in this development, the details are that it needs to be in conformity with a neighboring lot and a neighboring plat in order that it continues to create an environment that is attractive for people to come to.

We saw this year, 2017, Idaho is the fastest growing state in terms of the amount of people moving in versus the amount of people moving out. And so it is even more important and incumbent upon us to seriously consider what Boise is going to be like going forward. Now, we do know that density is going to be a continual issue that is continually faced. But as my colleague and neighbor, Peter Wachtell, pointed out, there are multiple other places nearby that are watching to see how this develops. And I believe that will be very significant in whether Boise remains a very attractive place that emphasizes well being for all of its citizens. So I'm encouraging you to consider that big picture and what the future holds for Boise and the Barber Valley as you make your decision tonight. Thank you very much.

Chairman Demarest: Mr. Russell, thank you. Next person sign up, Mr. Utting. Mark Utting.

Mark Utting (424 Mobly Drive): It's Mark Utting, 424 Mobly Drive. And I'd like to note for the record that the East End Neighborhood Association was denied an opportunity to present our position, but I'm using my citizen's time to present the majority position of EENA. And we object to the project as presented for two reasons. Both relate to the traffic. The density is too high for the northern edge of the valley.

Had this project been close to Parkcenter, we would not have an objection and we don't like the fact that there is only one entrance and egress from the project to Warm Springs Avenue, which would undoubtedly channel much traffic down Warm Springs Avenue through the historical district where we have houses that are required to remain historic. And the increased traffic is an issue that we are presented with. So we urge you to vote no as the project is presented, and consider the lower density that has been alternatively presented. Or require an egress to the south so that traffic would be fed toward Parkcenter, as is the intention of the SPO1, SPO2. Thank you.

Chairman Demarest: Mr. Utting, thank you. Okay, last person on the sign-up sheet, Alan Malone. Mr. Malone.

Alan Malone (4784 Riverfront Place): Commissioners, thank you again for your service. My name is Alan Malone. I live at 4784 Riverfront Place. I really only have three points I wish to make. I am a personal friend of the Sherburnes' and also an associate. I know the father Jeff and I know the son Jared. And I would urge – well, I would ask has anybody really looked at their developments? The Sherburne Marrs is one of the best developer in this valley They do not do junk. They do excellent designs.

Second, I've heard that the experts, ACHD, and all the agencies have signed off on this. I would urge that we go with the experts. I know the neighbors all have opinions. We all are entitled to our opinions. But I would think that the experts may have a little stronger opinion. So I defer to them.

And the third thing I'd like to make, a point I'd like to make, I live in a patio home. I live it. I walk the walk, and I talk the talk. My neighbor's house is a little less than eight feet from the wall of my house. So I'm very, very familiar with patio homes. We do give up something living in a patio home. I give up the large yard around my home. Okay, I understand that. But what we gain in that community is that we gain a large open space. A large green space. I have the Greenbelt, and we have a large open space in front of us. That is a much better wildlife, and the habitat, and environment than a backyard.

So yes, I do have to give up something to live in a patio home, but I gain community. I know all of my neighbors. I gain quite a bit. So density has a price to pay, and I pay that price every day. I think it's a worthwhile price.

Some people enjoy having large yards, and large homes. And that is their right. They should have that. But we should also have in Barber Valley and in Boise, we should have the choice. We should have the choice to pick. I prefer to live in a more dense community. I prefer to live, and maybe give up my land for the wildlife habitat. That's my choice. I would urge the Commission to give us density, and to give us choice. Thank you so much for your time. And I appreciate your service.

Chairman Demarest: Mr. Malone, thank you. That's everybody on the signup sheet, but I mentioned that we'd certainly give everybody that wants their three minutes of public testimony. So from this point forward actually, when you do come up, there's a little white tablet there. You don't need to fill it out before you speak, but before you leave the room this evening, we do need to have that filled out.

Still however, if you'd like to give testimony, tell us your name and address into the microphone for the record. So who wants their three minutes that didn't get to sign up? Come on up. Who else? Let's get some folks down the aisle here. Well, you're close enough I think, right? Sir.

Richard Kinney (3081 S. Shortleaf Avenue): My name is Richard Kinney. I live at 3081 S. Shortleaf Avenue in Harris Ranch. And I too appreciate your volunteering to do this very, very important work. I also appreciate the opportunity that you have given the neighbors who live out there to express their opinions. They may not be experts in a technical engineering sense, but I think that you can trust them to provide you with their own genuine expert feelings about what it means to live in Harris Ranch. We're talking about our quality of life.

So once again, I differ with the gentleman that just spoke before me. And it's a reasonable difference of opinion, and I respect his opinion to say that. But once again, I thank you for allowing the residents out there to have the opportunity to express to you what they think. And I think that, as you well know, they probably are very expert in the quality of life that they like to live out there. And I thank you very, very much for taking the time for letting me speak. Thank you.

Chairman Demarest: Mr. Kinney, thank you. Who else? So gentleman in the front row?

John Roters (2002 S. Vista Avenue): John Roters. I'm at South Landscape Architecture, 2002 South Vista, Boise, Idaho. We are the landscape architecture firm that is working with the property owners. I'd just like to say that it's been a long hard road. We feel that this project has really come to one that we can be proud of. I think the valley, the entire valley, you can definitely be proud of it. So thank you.

Chairman Demarest: Mr. Roters, thank you. I will have a hard time believing those are the only two. I did see a hand go up. How many want testimony? Want to give testimony? Yeah, let's get you down. Gentleman right back here, come on up. But let's get the next person behind him. I only saw one hand go up. So if there's anybody else, let's get you down the aisle here. Sir.

Chris Perkins (3624 Warm Springs Avenue): Hello, my name is Chris Perkins. I reside at 3624 Warm Springs Avenue. That's directly adjacent to the subject property. Yeah, I think a couple of – I was going to have somebody throw a slide up, but I don't think it's going to make it.

I think the most important things to consider when looking at this project are that clearly there has to be an exception made for the density. Whether or not they have to abide by SP01, SP02, it's a different density. It's definitely higher density. We have plenty of high density developments going on out in Barber Valley. I don't know if you've been out there, but we have the arboretum, we have Brighton Development, the list is long. There's

plenty of high density. So it's not that anybody in the Harris Ranch subdivision is opposed to high density. We just want it in the appropriate place.

Second is, if you look at the property, the [Buseman 03:05:42] property, there's only one point in and out of that. And I know that's been brought up several times, but unless you really look over the property, you cannot exit to the north, or to the east or the west, or to the south. You can't walk as a pedestrian out of there. You will have to use that north entrance. That's one point of access. One single point of access for everyone. It's not a good plan.

And to say that the density has been reduced, it has not been reduced. They're developing less of the land. That's all that they're doing. And that wetland is not going to make a good common area. People won't even be able to use that. It's a marsh. It's a swamp. You can't walk out there and recreate. You can't go walk your dog. Your kids can't go play out there. They're developing every inch of it. It's either going to be asphalt, or it's going to be homes. And that southeast corner, I would definitely like to see that plan revised. That sticks out like a sore thumb, and all the comments that were made about that earlier are spot on. And, yeah, I guess that's it. Thank you for your time.

Chairman Demarest: Mr. Perkins, thank you. It's going to be last call for public testimony. So the applicant has a chance to rebut. Now just to be clear, we did give the neighborhood association extra time from your original testimony. So I'm prepared to offer at least an extra five minutes. Five minutes is the norm, max of, so you have an extra five, total of 10 if you so desire. I will point out it's after 9:00, however,

Jared Sherburne (5266 W. State Street Suite 101): Okay, thank you Mr. Chairman, Commissioners. I will try to keep it brief. I apologize in advance, it jumps around quite a bit here. But I wanted to point out that we submitted a preliminary grading plan to help everyone, including us, understand how the project works with the natural topography that's out there.

Our engineers are working on refining these to balance the site, and we will continue to refine it. But as you can see preliminarily, the grading plan that we weren't required to do does work. It works with the fire department's grades. It works to create fairly flat lots at 2 percent grades, unlike some of the slides you were shown.

Something else I'd like to point out is, irregardless of what size lots some are proposing we would create, the larger lots would still require retaining walls, and the grades don't change. So along Warm Springs or anywhere else, the grades and topography of the site do not change based on the size of the home site. So retaining walls are part of – something's going to need to be created on this site, no matter what you build there.

There are not any drainage issues on this site. Our engineer who's present, assures us there's not any issues, and that we will handle our drainage for the site, via the home sites and the street. We do address all the transitions as stated previously on all slides on the north, east, south and west sides with all of the different items we've brought up previously.

We have worked hard to create great diversity in lot size, and product type with only five lots being that 2400 square feet that was mentioned, and the rest are much larger, all the way up to 9700 square feet on those larger more estate style sites on the east side.

You've heard it said several times that approving this project will set a precedence for the orphan parcels. That's just not true in our opinion. We are well within the comp plan. And each development, as you know, must stand on its own merit. The other orphan parcels would have a comp plan that applied to them, and wouldn't support this type of density.

Again, I apologize for jumping around. It was brought up that the eaves would be, I don't remember how many feet apart, with a six-foot setback, and a standard one-foot soffit. The eaves would be four feet apart rather than, I think it was stated, two or three.

As you can see from our site plan, we've provided several public parking spaces in addition to the garages. Again, ACHD sees no issues with the traffic this project would create. A lot of what you heard on traffic concerns are really just public, or personal opinion, excuse me. We do have an emergency fire department access on the northwest corner of the project that the fire department requested be in that location, so if there was an emergency.

And, excuse me real quick. It's important to note that per neighborhood recommendations, we widened our narrower alleys by four feet, and increased the setbacks by two feet on each lot resulting in an additional eight foot of width in the alleys. So that was, again, another valued recommendation that they had made to us, and we did implement those changes to address those setback issues and concerns. And just to be clear, the wetlands can be developed. We elected to enhance this area that is arguably a true natural wetlands as it is. We wanted to do this, so we created an amenity for the project and the community.

The southeast corner that keeps being brought up does work with our preliminary grading plan, and the topography that the site has. And again, we're working to balance the grade challenges on this site via retaining walls, and engineered compacted fill.

Setback waivers are part of a PUD, not a variance. The PUD allows protection of open space in exchange for a reduction in the development standards. So that really addresses what's being talked about with a – we weren't asking for a variance in setbacks.

Again, we need diversity in housing types and values. Several of the neighbors only seem to want high-end housing, or the same as their homes, and/or their development. And again, the market in the area really need diversity and price, and housing sizes. It was mentioned that we're high density. Again, we are considered low density at 5.3 dwelling units per acre with the 46 lots we have now instead of the 47. There are three access points on the north side for pedestrians. So you have not just one that everybody's funneling into, there's three points of access for pedestrians.

Chairman Demarest: Now please folks, you've already had your time, okay?

Jared Sherburne (5266 W. State Street Suite 101): I think in closing, as you're aware, we'll never be able to make everyone happy. Again, we've had five neighborhood meetings, and have reduced density by 63 percent, widened alleyways, increased setbacks, and incorporated many of the other valued suggestions. I believe that's everything that I wanted to cover.

Chairman Demarest: Mr. Sherburne, thank you. We've got a request from at least one Commissioner, maybe two for a five-minute, that's a five-minute break. Again, the restrooms are right down the hall to the right of the elevator.

[Pause 03:14:02-03:17:39]

Chairman Demarest: Folks, we're going to reconvene. I would like to thank the public. I don't think we've ever been thanked so much in any one application as we have been –

Commissioner Gillespie: Let's wait a few minutes, Mr. Chairman, and see if we get home alive.

Chairman Demarest: That's right. But thank you for thanking us. We are volunteers. We don't get merit badges for this one. Certainly no pay. No nothing. We just do it because it's an important thing to do. So it is now before the Commissioners to make a decision. We've got three items on this one.

Commissioner Gillespie: Mr. Chairman.

Chairman Demarest: Commissioner Gillespie.

Commissioner Gillespie: I'm going to take a crack at a motion of approval with some changes. And rather than get way down in the weeds on the changes right away, maybe sketch it out, see if we can scare up a second, see generally where the Commissioners stand, and then we can start fine tuning it. That would be my suggestion.

Chairman Demarest: Floor is open.

Commissioner Gillespie: Okay, Mr. Chairman, I move that we approve – I'll just start with the PUD. PUD17-00029, for the reason stated in the staff report with the following changes: Lots 19, 20 and 21 be consolidated into one lot. Lots 24, 23 and 22 be consolidated into one lot.

Chairman Demarest: Slow down a little bit. Second one, lots –

Commissioner Gillespie: Lots 19, 20 and 21 be consolidated into one lot. Lots 24, 23 and 22 be consolidated into one lot. And either lot 8 or 11 be eliminated, so that the primary access can be 60 feet wide instead of my reading is 40. So that's the general outline of my motion.

Chairman Demarest: Let's see if we have a second for that.

Commission Faucher: Second.

Chairman Demarest: There's a second way down at the end? Commissioner Faucher. Okay, we've got a second. Discussion?

Commissioner Gillespie: Okay, so Mr. Chairman, so I'll just run through the laundry list of issues, and at least where I stand as of now. I think this is one where debate and discussion could change people's minds.

So I'll just appoint one. While I appreciate the chocolate cake, and Cheerios discussion, always have, sadly, the code calls us to focus on this application, this application only, and to assess it relative to the code in the comp plan. So unfortunately, I think it would be wrong to bring into this discussion tonight, or a deliberation, and consideration of other parcels.

Second point. So we cannot here tonight, hold up a lawful application while the City, the neighborhood, and the neighbors and landowners engage in an uncertain and undetermined planning process to amend the comp plan, or implement a design charrette. I just don't think we should stop this procedure for that because I think it would be wrong, and the applicant has submitted a lawful application, and deserves a hearing and a decision.

Point three. There was some discussion from Mr. Allen about the eyesore, or the interior of the project, and the design of it. And I didn't quite follow that, but it did seem to devolve to a discussion of the differences between the street and an alley on the interior of the project. I'm not familiar with what those differences might be. It didn't seem germane to this discussion tonight. I think the major issue before us is some issues of lot size on the interior. I think that's what he was getting at.

And then we had a nice discussion of walls and grades, but I don't really understand how that's relevant to the decision tonight either. The city code has extensive language on grades, walls, slope, all that. And while we may not like that process, people can point to examples where it hasn't served the City well. That is the process we have, and it is not my job tonight to change that process, or set this application aside because I don't think that's a good process.

The City has looked at this, and has required the proper grading and permitting for all these walls, and whatever grading they have. I'm sure if the project goes ahead, there'll be a lot more specific technical work about that. So I wasn't persuaded that that was an important issue.

The lots are non-conforming. This is my fourth point. That's normal, and indeed the code makes it clear, desirable aspect of PUDs that preserve valuable open space. This Commissioner happens to think that preserving wetland in that particular area is an extremely valuable public resource to preserve. So I'm for implementing the PUD process on this land. That process directly contemplates giving lot size adjustments in return for not developing what I think of as a valuable resource.

Again, so now my fifth point. Mr. Allen, I thought did a very nice, discussed 30 lots, presented some economic information on, "Wow, if we did 30 lots, I don't know, if it'd make as much money as if we do 46." But honestly, nowhere in the code comp plan are we ever asked to discuss or consider economics. It's just not there. We can't do it. And

you can imagine how fraught, and tendentious these discussions would become if we did. We just can go down that road.

I thought my friend, Mr. Russell, and others raised some very important points on the internal traffic flow, and the ability to get cars in and out. That's why I think we should have a 60-foot properly engineered in and out, and why modestly reducing the number of houses by five. I thought that was a valid point, and it gets to the, I think, the third criteria in the PUD application, which is that the site is big enough to support the roads and alleys and buildings, and all the staff. So I think this is a reasonable attempt to address that third point of approval in the PUD code.

With respect to driveways, there's a lot of code language on driveways. I assume that the site meets that code language, so I'm comfortable with the driveways. And then we get to the really difficult issue, which is I think the access, which is very problematic. And I guess right now sitting here, I just don't think the code really allows us to penalize a landowner because they can't get perfect access. I think if we did that, we would essentially have stopped 30 years ago and half the city that was designed by Ada County in the '50s and '60s where it's impossible to get access. So I don't think we can let perfect access hold up this development. Recent history by the City Council, however, may point to different points of view, but that happens to be mine. So that's it.

Chairman Demarest: Thank you. Okay, we just got a motion. We got some conditions laid out, seconded. Further discussion?

Commissioner Faucher: Mr. Chairman.

Chairman Demarest: Commissioner Faucher.

Commissioner Faucher: I just wanted to spend a little bit of time addressing the argument that the special plans should apply to this application. Where I see this being the most relevant is in the approval criteria for the rezone. One of those is it's in compliance with the comprehensive plan. In the comprehensive plan, it [inaudible 03:26:08] tells us to take into consideration the specific plans. I think that the staff report, page 14 of the staff report does a fantastic job of providing argument why we do not need to go exactly by the Harris Ranch and Barber Valley specific plan areas. Nowhere in the BVCCN 3.1 says use the adopted specific plans for Harris Ranch and Barber Valley as the policy basis for additional development in the Barber Valley. I believe that the staff report does a good job of addressing why we do not need to follow them exactly, but we simply take them into consideration. Yeah.

And then moving on to those special plans specifically – so special plan, one, the Harris Ranch specific plan looking at page nine of that specific plan. It provides a map of the density close to this development. So as a reference in the staff report, the closest densities are densities of 4 units per acre, 6 units per acre, and 8 units per acre. So 5.3 is similar enough to those that it works. Also, that same map clearly shows that this development is labeled as not a part of the comprehensive plan. So although we are instructed to take into consideration those specific plans, the fact of the matter is that it's shown as to be not a part of them, so therefore, we don't need to apply them with exact strictness.

And moving on to SP02. So the Barber Valley specific plans, while this specific plan is farther away, it describes a "low density residential sub district which is designed to provide diverse urban housing products at the net density of approximately 2 to 6 units per acre, along with the residential uses that [inaudible 03:27:59] this low density residential sub district will include community uses such as parks and common areas. So considering that the density of this project is 5.3 units per acre, or maybe lower if we get rid of some houses, then that fits into this very low density residential. And it also preserves the wetlands as a common area for recreation.

So the commercial designation that this is given allows for rezoning, and the rezoning is where we should get the density that they should follow rather than from the specific plan. So [inaudible 03:28:35] the rezoning to R-2, we should allow them to use – or the maximum density for R-2 is 14.5 units per acre. Obviously, they fit into that. The specific plans and the comp plan all encourage a mix of density and lot sizes, so that was obviously from the SP02 that emphasized diverse urban housing products in that density of approximately 2 to 6. So clearly there's a range that we want in there. We want a range of lot sizes, a range of density, and I think that this project accomplishes all the goals.

Chairman Demarest: Commissioner, thank you. Further discussion? Commissioner Stevens.

Commissioner Stevens: Mr. Chair. I'm going to support the motion. I wanted to add a couple of things to both my fellow commissioners who both made excellent points. And I wanted to start with some comments regarding the distinct design that at least one person brought up, and also the question about the garage loaded. I also have flipped through our policies and while we may not particularly care for garage loaded fronts, we don't really have that option as an opportunity to turn a project like this down. So that certainly is not something that would hold up if we were to use that as an option.

There's nothing in the code or in the comp plan that necessarily says anything like that. And while I appreciated very much the X's through the various prototypes that were given to us in the photographs, I think that as Commissioner Gillespie pointed out, we have strict enough codes that I know that staff is going to be keeping an eye on making sure that we have enough backup space in all those things.

With regard to the wall, I just wanted to point out that in the letter from Public Works, there is going to be additional engineering required before lots 41 to 55 are constructed. And, again, I think that Public Works probably has a pretty good handle on that requirement, certainly better than I do, and that's run by engineers. So I wanted to just re-emphasize the connectivity point – and I find it very disappointing on a few different fronts that we can't get an eastern access point to this project. But I think that the motion made by Commissioner Gillespie is the best we're going to do because legally we cannot hold up an application like this and penalize a landowner for having a landlocked piece of property. And so, I feel like that's not an option for us in terms of turning this down either.

I wanted to make a point regarding the wetland, and just about PUDs generally. So if you look at our code 110304 subsection 7 under A: Purpose. The planned unit development, just for those of you who – you all are probably the most educated public audience

we've ever had, or at least among them. But I'm just going to read this for the record because I think it's important to recognize. "The purpose of this part of our code is to provide an opportunity for land development that preserves natural features, allows efficient provision of services, and provides common open spaces or other amenities not found in traditional lot by lot development. Plan developments are intended to provide certain benefits to the public and to the developer."

And I'm going to reiterate something that Commissioner Gillespie already said which is that – and also speak to one of the speakers. Preserving open space isn't necessarily for the use for recreation or even for human use. There are values associated, environmental values that are associated with preserving that open space simply for the value of preserving it. There's wildlife that uses it. There's groundwater benefits. There's lots of benefits, I could go on about that. But I wanted to make that point for the record because I do think that's an amenity. It meets the PUD and it certainly is – we would've lost that had the previous application gone through. And I think it's important to recognize that obviously that didn't go through so it's irrelevant.

And then the final point I want to make is about precedent. There's a misconception I think in the public that everything we do and every decision we make sets some sort of precedent, which is just flatly not true. Every application, you can look at some just from the last couple of months, demonstrate very clearly that every site is looked at individually and is a unique situation. And so, I just want to put everybody's mind at rest. That doesn't obviate the fact that we need to deal with these orphan parcels. And I take to heart and plan to talk to council members myself about putting together a work group. I think it's very important to get that done. I think we need to have a clear plan for what's happening in this part of Boise.

I also have a long history in this city and am flabbergasted frankly to see what's happened in the last 10 years out there. Much of which I think is excellent urban development. But I do think that we have a problem that we need to address from a policy and ordinance standpoint. And I personally can tell you and give you my word that I plan to make those phone calls starting tomorrow. So I just want to let you know that I agree with you on that. I think it's a serious problem, but I will be supporting the motion tonight.

Chairman Demarest: Commissioner, thank you. Further discussion? Commissioner Thornburgh.

Commissioner Thornburgh: Thank you, Mr. Chair. My biggest concern was the ingress and egress only having one spot, but with Commissioner Gillespie's comment about eliminating one of the homes at the entrance in order to widen that entryway, alleviates some of my concern. Despite that fact that our fire department cleared the plan the way it was just to ease a homeowner's mind that they would not be trapped, I think it's important that we have that wider opening onto Warm Springs. I do support the motion.

Chairman Demarest: Thank you. Further discussion? Commissioner Ansotegui.

Commissioner Ansotegui: Thank you. I have a question for Commissioner Gillespie. Could you please repeat the lots that you would like to eliminate?

Commissioner Gillespie: I've got it if you want me –

Commissioner Ansotegui: Yes, please.

Commissioner Gillespie: So the motion included the three following conditions that lots 19, 20, and 21 go into one. Lots 24, 23, and 22 go into one and that 8 or 11 are eliminated so that there's a 60-foot in and out.

Commissioner Ansotegui: Alright.

Commissioner Gillespie: Did I get that right?

Commissioner Ansotegui: Yes, thank you. I am leaning towards supporting this motion. The question that has come to my mind is that this is a very – well, it's not a question. It's a difficult site because of the grade, and I've struggled the whole time with this 10 percent grade going into the site. And also with the numerous retaining walls that seem – it makes the design seem a little bit tortured. But that said, I don't believe that's a reason to deny this project. And my question for Commissioner Gillespie is if Public Works is going to come in and do – they're going to have to extend that to make that a 2 grade, or whatever an acceptable grade is, for fire trucks to come in. They're going to have to extend that boulevard – I can't do trig that fast – quite a bit into the development. Those roads are going to, I imagine, shift – this is a conceptual plan and these roads are going to have to change significantly in order to accommodate that road.

Do we need to – I guess you're eliminating those two lots to make that a 60-foot ingress/egress, and I do appreciate that. Do we need to tell them specific lots? I guess we have to in order to widen that road. But since it's going to change so significantly, we're just going to eliminate five lots, right?

Commissioner Gillespie: Mr. Chairman. Correct.

Commissioner Ansotegui: Do we need to be so specific? I guess we do, in the southeast corner we need to be specific. If we're widening those roads, we need to be specific and then we'll let them reconfigure as they may.

Commissioner Gillespie: Mr. Chairman.

Chairman Demarest: Commissioner.

Commissioner Gillespie: Yes. I would add that I think that I am not specifically concerned with the slope of the entrance driveway. So I don't think it needs to be longer. I think it needs to be wider and have better ingress and egress, and all the traffic wizardly stuff that can be done to make sure that we can get people in and out of what is a relatively dense tight site efficiently and effectively, and get them on and off Warm Springs efficiently and effectively. Nothing in my motion was driven by changing that ramp angle of that street. So I didn't do anything to make it any longer, which is your point.

Commissioner Ansotegui: Okay. And I understand that is not our point either. Public Works will do that as they need to. Thank you for clarifying.

Chairman Demarest: Further discussion.

Commissioner Faucher: Mr. Chairman.

Chairman Demarest: Commissioner Faucher.

Commissioner Faucher: So I have two things. One of them is looking through the Conditions of Approval that we have, Conditions of Approval 2 A, B, and C all reference lots that are going to be gotten rid of, at least numerically. So do we need to go through and change each of those? Okay. And then the other point was with condition of approval 2B, we were considering just getting rid of Lot 21 and not allowing the [inaudible 03:39:10] to build on Lot 21. So would it be more advantageous to meld 19, 20, and 21 into one lot, or just to meld 19 and 20 into one lot and get rid of Lot 21 and not allow –

Chairman Demarest: That is the addition, I think.

Commissioner Gillespie: Mr. Chairman. I think the motion as stated will be implementable in the conditions, so I don't think we need to do any more work on that. And my motion is to meld 19, 20, and 21 into one lot. That's what I would like.

Chairman Demarest: Okay. Further discussion. So we've got actually three items here. Two are recommendations, the rezone, and the subdivision, our recommendation to City Council, and the PUD is ours to approve. Would the clerk call the roll? What's that?

Commissioner Gillespie: We're just going to – do you want to do them all at once or –

Chairman Demarest: I think we can do them all at once, according to Staff.

Commissioner Gillespie: I specifically referenced the PUD, so I will amend my motion to recommend approval of the Rezone CAR17-00026, approve the PUD17-00029, and recommend approval of Subdivision SUB17-00052 with all of the discussion.

Commission Faucher: Second.

Chairman Demarest: Seconder okay with that?

Commissioner Faucher: Yeah.

Chairman Demarest: Further discussion? Will the clerk please call the roll?

Clerk: Thornburgh.

Commissioner Thornburgh: Aye.

Clerk: Stevens.

Commissioner Stevens: Aye.

Clerk: Demarest.

Chairman Demarest: Aye.

Clerk: Gillespie.

Commissioner Gillespie: Aye.

Clerk: Ansotegui.

Commissioner Ansotegui: Aye.

Clerk: All in favor, motion carries.

Chairman Demarest: Okay, that is approved with those conditions. Folks, thank you for hanging in there with us. Appreciate the City Staff, those folks behind us. City Clerk and City Attorney and my fellow Commissioners, thank you. Yeah, we did those before.

CAR17-00026, PUD17-00029 & SUB17-00052 / BHV, LLC

Summary
The applicant is requesting to rezone 8.65 acres located at 3555 E. Warm Springs Avenue from A-1 (Open Lands, Park) to R-2D/DA (Medium Density Residential with Design Review and a Development Agreement). There is an associated request for a conditional use permit for a planned residential development comprised of 47 detached single family homes, and a preliminary plat for a subdivision that includes 47 buildable and 10 common lots.

Prepared By
Cody Riddle, Current Planning Manager

JANUARY 16, 2018
PLANNING & ZONING COMMISSION REPORT

Recommendation
Approval with conditions

Reason for the Decision

Rezone
As further detailed in the project report, the rezone meets the approval criteria of *11-03-04.B(7)(c).* The R-2 zone is permissible given the Commercial land use designation and the property is slated for "Significant New Development or Redevelopment" in the Comprehensive Plan. The associated development agreement will ensure compatibility with the surrounding neighborhood and consistency with the Specific Plans in effect for much of the Barber Valley. The agreement limits density to 5.4 units/acre, and allows only single-family residential uses. It also ensures conformance with a site plan that includes transitional lot sizes and comparable setbacks to surrounding development.

The rezone is supported by numerous elements of the Comprehensive Plan, including, but not limited to *Goal NAC 7 and Principle NAC7.1* that promote diversity in housing. This same diversity is a guiding principle of both the Harris Ranch and Barber Valley Specific Plans. *Policy BV-CNN 3.1 suggests* properties outside the boundaries of these plans should rely on the documents for general policy guidance.

The rezone is in the best interest of the public. The property is currently zoned A-1 (Open Land), with a maximum residential density of one unit per acre. This is not appropriate for a property in an urban setting where services, infrastructure and amenities are readily available, and that is slated for significant development by the Comprehensive Plan. There have been sizeable investments in terms of amenities and infrastructure in the Barber Valley. The change in zoning will accommodate additional residents that can make use of these services. This is more beneficial to the general population than if the same residents were forced to outlying areas of the community.

Planned Development

As further detailed in the project report, the development is consistent with the approval criteria of *BCC11-03-04.6.C(7)(a).* It is compatible with the surrounding neighborhood. It is a single family residential subdivision surrounded primarily by identical uses. The broader neighborhood consists of a diverse mix of uses including multi-family residential and commercial development.

The site is large enough to accommodate the project without adversely impacting other properties. The proposal adheres to all dimensional standards of the Development Code and no variances are necessary. The perimeter setbacks have been met or exceeded, and all required features, including amenities, provided. Comments from public agencies confirm the development will not place an undue burden on the transportation system or other infrastructure in the area.

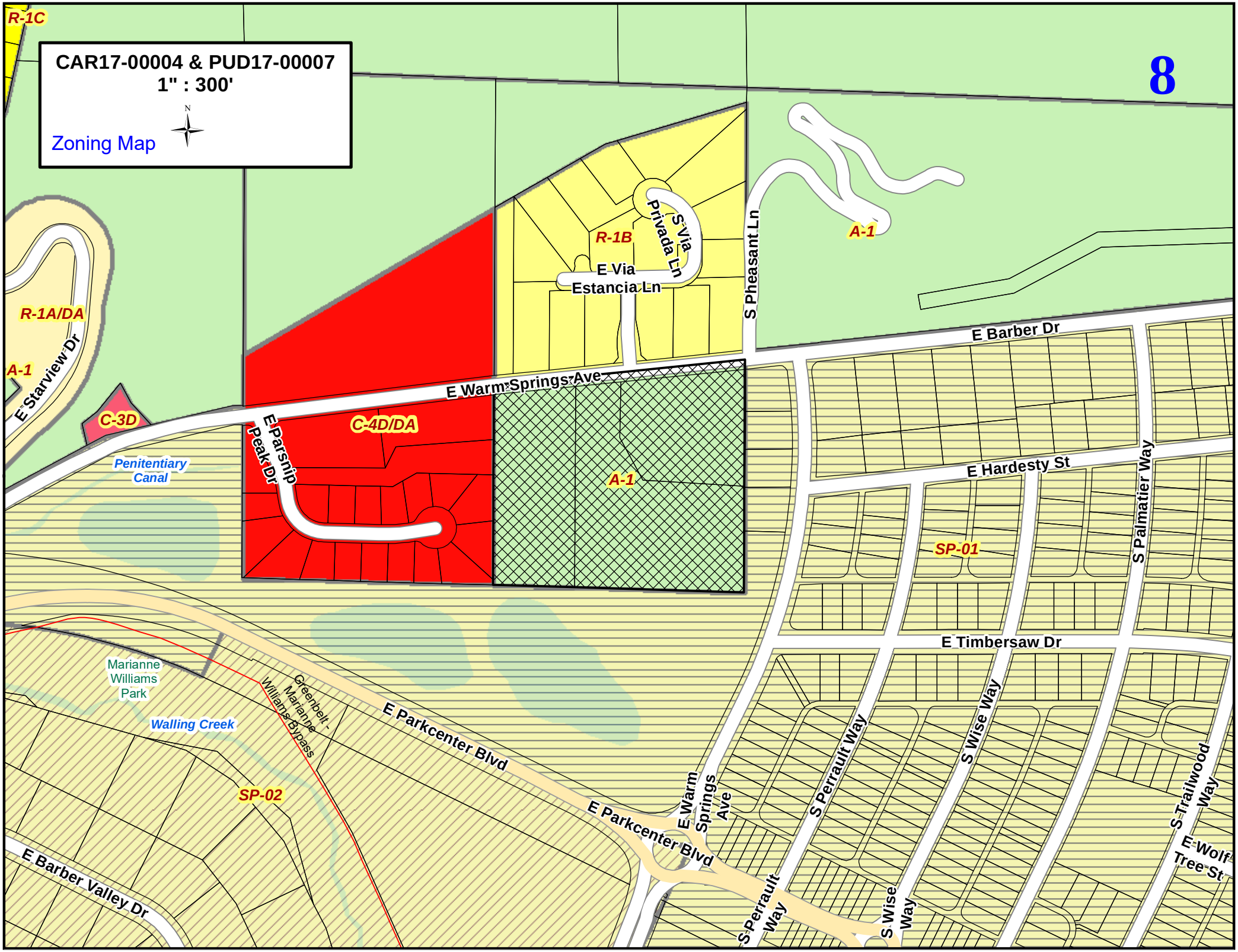
The project is supported by general policies of *Blueprint Boise*, and those specific to the Barber Valley Planning Area. The Plan promotes a mix of housing, with variation in density, product type, and price. It also encourages the preservation of neighborhood character *(NAC 3, NAC 3.1, NAC 7, NAC 7.1, & GDP N.3).* The project is not identical to surrounding subdivisions, and such a design is not encouraged by *Blueprint Boise* or the referenced Specific Plans. The project will add to the diversity of housing in the area without negatively impacting neighborhood character. The Plan encourages connectivity and an integrated network of open space *(GDP N.1 & GDP N.2).* It also promotes clustered development as a way to preserve natural features *(GDP N.8, GDP N.10, SHCC 12, & SHCC 12.1).* The development is concentrated on the northeast portion of the site, allowing a wetland area and wildlife corridor to be preserved. A pathway proposed adjacent to these areas will serve as an amenity to the entire neighborhood. The design is consistent with policies specific to the Barber Valley where an emphasis is placed on context sensitive development, wildlife and open space protection, and trail connections *(BV-CNN 1.1, BV-CCN 2.1, BV-CNN 3.3), BV-C2.3, & BV-C 2.4).*

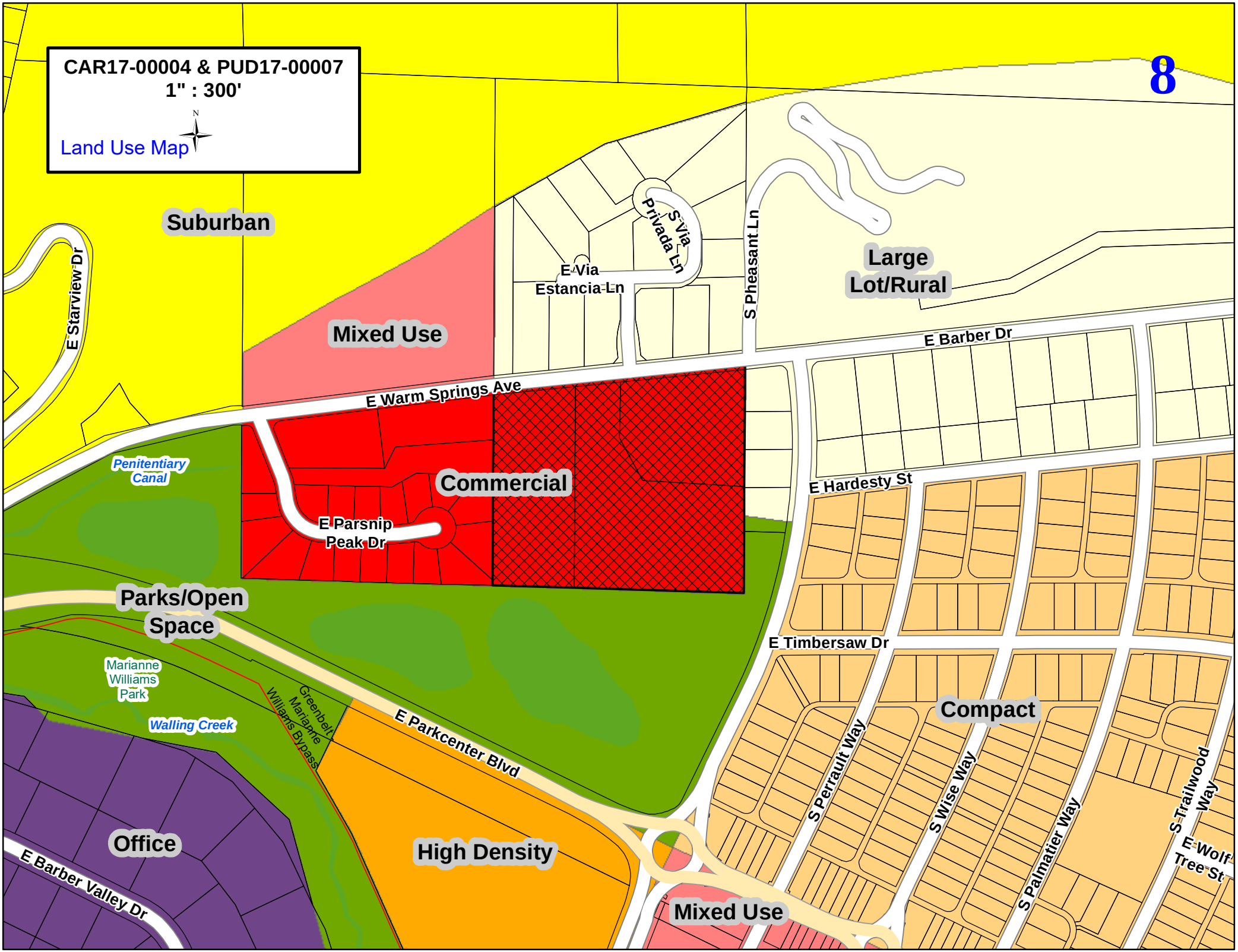
As required by *Goal BV-CNN 3.1,* the project is consistent with the policy guidance of the Harris Ranch and Barber Valley Specific Plans. Located outside their boundaries, neither document provides direction for the appropriate use of the subject property, or establish any sort of limit on residential density. Like *Blueprint Boise*, both plans are focused on environmental stewardship, connectivity, housing diversity, and the principles of New Urbanism. The development is consistent with these ideals. The majority of homes are rear-loaded, and many front on open space. This treatment can be seen throughout the Barber Valley. Both plans promote preservation of unique features and the inclusion of useable open space. The development has been designed in this fashion. Approximately 2.8 acres, or 32% of the site has been preserved as open space.

Subdivision

As conditioned, the preliminary plat is consistent with the Development Code and the Comprehensive Plan.

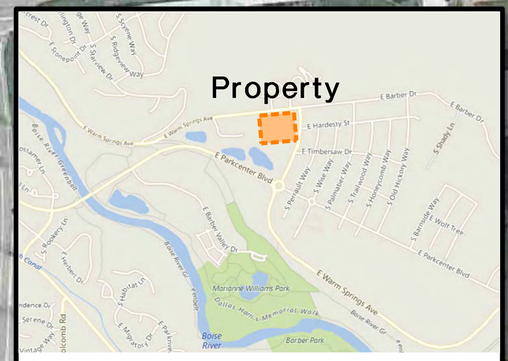

CAR17-00004 & PUD17-00007
1" : 300'
N
Aerial Map
8
E Starview Dr
S Via Privada Ln
E Via Estancia Ln
S Pheasant Ln
E Barber Dr
E Warm Springs Ave
Penitentiary Canal
E Parsnip Peak Dr
E Hardesty St
E Timbersaw Dr
Marianne Williams Park
Walling Creek
Greenbelt - Marianne Williams Bypass
E Parkcenter Blvd
E Parkcenter Blvd
E Warm Springs Ave
S Perrault Way
S Wise Way
S Palmatier Way
S Trailwood Way
E Wolf Tree St
E Barber Valley Dr
S Perrault Way
S Wise Way


CAR17-00004 & PUD17-00007
1" : 300'
N
Zoning Map
8
R-1C
R-1A/DA
A-1
E Starview Dr
C-3D
Penitentiary Canal
R-1B
S Via Privada Ln
E Via Estancia Ln
S Pheasant Ln
A-1
E Barber Dr
E Warm Springs Ave
E Parsnip Peak Dr
C-4D/DA
A-1
E Hardesty St
S Palmatier Way
SP-01
E Timbersaw Dr
Marianne Williams Park
Walling Creek
Greenbelt - Marianne Williams Bypass
E Parkcenter Blvd
SP-02
E Warm Springs Ave
S Perrault Way
S Wise Way
S Trailwood Way
E Wolf Tree St
E Barber Valley Dr


CAR17-00004 & PUD17-00007
1" : 300'
N
Land Use Map
8
Suburban
Mixed Use
Large Lot/Rural
Commercial
Parks/Open Space
Office
High Density
Mixed Use
Compact
E Starview Dr
E Via Estancia Ln
S Via Privada Ln
S Pheasant Ln
E Barber Dr
E Warm Springs Ave
E Hardesty St
E Timbersaw Dr
E Parsnip Peak Dr
E Parkcenter Blvd
E Barber Valley Dr
S Perrault Way
S Wise Way
S Palmatier Way
S Trailwood Way
E Wolf Tree St
Penitentiary Canal
Marianne Williams Park
Walling Creek
Greenbelt Marianne Williams Bypass

CONCEPT DRAFT 12/14/2017





SITE-LOCATION MAP
NORTH N.T.S.

DEVELOPMENT DATA

PARCEL #s: S0919428350, S0919428250 & S0919428310
ADDRESS: 3503, 3547, 3555 E WARM SPRINGS BOISE,ID 83716

PAR #8350 NW4SE4, SEC 19 3N 3E, PAR C ROS 10462 #428315B

EXISTING ZONING: A-1
PROPOSED ZONING: R-2-DA

TOTAL SITE AREA CALCULATIONS

TOTAL SITE AREA:	8.65 ACRES
ROW AREA:	16,612.45 SF.
PAVEMENT AREA:	1.52 AC. (17.5%)
LANDSCAPE COMMON AREA:	.47 AC. (5.4%)
WETLANDS:	1.53 AC (17.6%)
WILDLIFE CORRIDOR:	.58 AC. (6.7%)
DEFENSIBLE BUFFER:	.22 AC. (2.5%)
TOTAL OPEN SPACE:	2.8 AC. (32.3%)
BUILDING AREA (BUILDING ENVELOPE):	2.5 AC (28.9%)
ADDITIONAL LOT AREA:	1.83 AC. (21.3%)

PROPOSED UNIT MIX:

Single Family Patio Homes		43 units
Single Family Homes		4 units
	total units:	47 units

DE ELOPMENT DENSITY: DUA

PARKING:

GUEST PARKING:	13 SPACES
ON STREET PARKING:	17 SPACES
TOTAL SPACES:	30
BICYCLE SPACES:	4 TOTAL

NOTE: ALL BUILDING FOOTPRINTS ARE CONCEPTUAL AND DO NOT REPRESENT FINAL PRODUCT CONCEPTS.

SCALE: 1"= 30'-0"

Barber Hill Vistas - Site Plan

DEVELOPER:
BHV, LLC.
5266 W. STATE STREET, #101
BOISE, IDAHO 83703
208-939-9221

PLANNER/ CONTACT:
SLN Planning Inc.
1589 N. ESTANCIA PL.
EAGLE, IDAHO 83616
Contact: SHAWN L. NICKEL
208-794-3013

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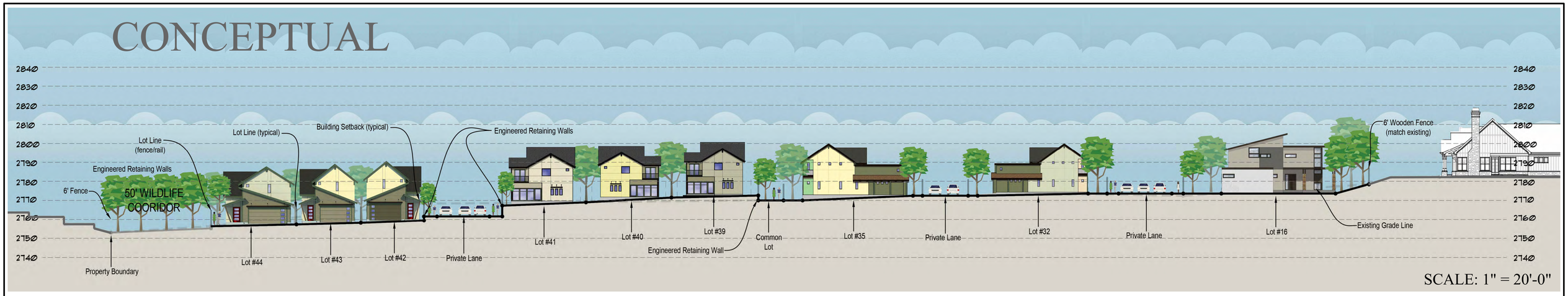
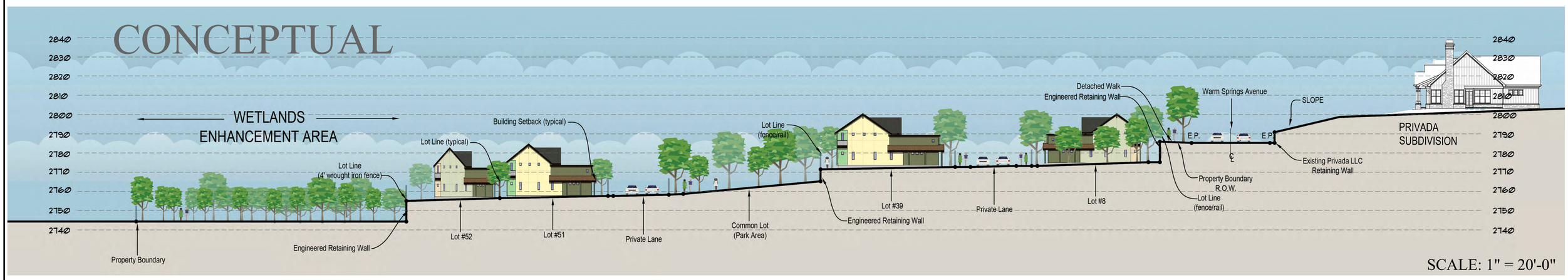


Section A

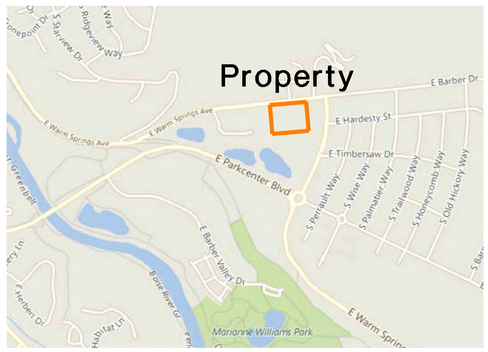


Section B



SECTION LOCATION MAP
N.T.S.
NORTH

These graphics are based on existing site grades and elevations, they are not final construction plans.



SITE-LOCATION MAP
N.T.S.
NORTH

BARBER HILL VISTAS

Proposed Sections

DEVELOPER:
BHV, LLC.
5266 W. STATE STREET, #101
BOISE, IDAHO 83703
208-939-9221

PLANNER/ CONTACT:
SLN Planning Inc.
1589 N. ESTANCIA PL.
EAGLE, IDAHO 83616
Contact: SHAWN L. NICKEL
208-794-3013

ARCHITECT:
THE ARCHITECTS OFFICE PA
PRICE SANDERS RHEES RUBY

ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting
270 North 27th Street, Boise, ID 83702
Office Phone: 208.342.3277
www.rocksolidcivil.com

South
LANDSCAPE ARCHITECTURE, P.C.

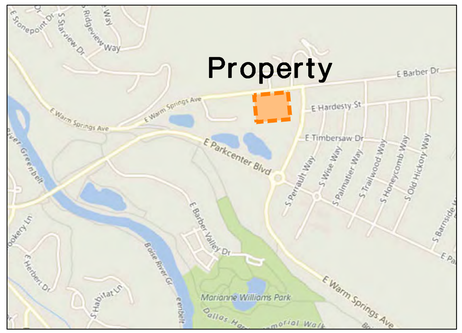
JAN. 4, 2018



NORTH

OVERALL P.U.D. SITE PLAN

SCALE: 1" = 60'-0"



NORTH

SITE-LOCATION MAP

N.T.S.

DEVELOPMENT DATA

PARCEL #s: S0919428350, S0919428250 & S0919428310
ADDRESS: 3503, 3547, 3555 E WARM SPRINGS BOISE,ID 83716

PAR #8350 NW4SE4, SEC 19 3N 3E, PAR C ROS 10462 #428315B

EXISTING ZONING: A-1
PROPOSED ZONING: R-2-DA

TOTAL SITE AREA CALCULATIONS

TOTAL SITE AREA:	8.65 ACRES
ROW AREA:	16,612.45 SF.
PAVEMENT AREA:	1.52 AC. (17.5%)
LANDSCAPE COMMON AREA:	.47 AC. (5.4%)
WETLANDS:	1.53 AC (17.6%)
WILDLIFE CORRIDOR:	.58 AC. (6.7%)
DEFENSIBLE BUFFER:	.22 AC. (2.5%)
TOTAL OPEN SPACE:	2.8 AC. (32.3%)
BUILDING AREA (BUILDING ENVELOPE):	2.5 AC (28.9%)
ADDITIONAL LOT AREA:	1.83 AC. (21.3%)

PROPOSED UNIT MIX:

Single Family Patio Homes		43 units
Single Family Homes		4 units
	total units:	47 units

DE□ ELOPMENT DENSITY: □□ DUA

PARKING:

GUEST PARKING:	13 SPACES
ON STREET PARKING:	17 SPACES
TOTAL SPACES:	30
BICYCLE SPACES:	4 TOTAL

SHEET INDEX:

S1.0 OVERALL SITE MAP
S2.0 DETAILED SITE PLAN
L1.0 LANDSCAPE PLAN
L1.1 LANDSCAPE DETAIL SHEET
L1.2 LANDSCAPE DETAIL SHEET
L1.3 TREE DEMOLITION PLAN

PRELIMINARY

NOT FOR CONSTRUCTION PURPOSES

PLANNER/ CONTACT:
SLN Planning Inc.
1589 N. ESTANCIA PL.
EAGLE, IDAHO 83616
Contact: SHAWN L. NICKEL
208-794-3013

DEVELOPER:
BHV, LLC.
5266 W. STATE STREET, #101
BOISE, IDAHO 83703
208-939-9221

CIVIL ENGINEER:
ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting
270 North 27th Street, Boise, ID 83702
Office Phone: 208.342.3277

STAMP: STATE OF IDAHO · JOHN D. ROTER · LA - 16827 · LICENSED LANDSCAPE ARCHITECT

DATE: 11/28/2017

South
LANDSCAPE ARCHITECTURE, P.C.
2002 S. VISTA AVE.
BOISE, IDAHO 83705
(208) 342-2999
Email: sla@slaboise.com

REVISIONS:

OVERALL P.U.D. SITE PLAN
BARBER HILL VISTAS
355 E. WARM SPRINGS BOISE, ID.

DRAWN BY: J.D.R.
CHECKED BY: J.A.G.
PROJECT NUMBER: -
SHEET: S1.0

PRELIMINARY

NOT FOR CONSTRUCTION PURPOSES

GENERAL LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- LOT LINE
- CENTERLINE OF ACCESS
- PROPOSED SEWER LINE & MANHOLE
- PROPOSED WATER MAIN
- PROPOSED STORM DRAIN PIPE
- PROPOSED GRAVITY IRRIGATION
- PROPOSED PRESSURE IRRIGATION
- PROPOSED CURB & GUTTER
- PROPOSED SIDEWALK
- 8 BLOCK 1 — LOT & BLOCK NUMBER
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT
- SETBACK LINE

GENERAL LANDSCAPE NOTES

1. REFER TO CIVIL ENGINEERING DRAWING SHEET P2 FOR EXISTING AND PROPOSED GRADING PLANS AND WALL DETAILS.

REQUESTED SETBACKS THROUGH P.U.D.

Patio Lots 3-8, 11-13
Front (garage side) = 3'
Side = 3'
Rear = 15'

Patio Lots 19-21, 42-43, 46-55
Front (garage side) = 5'
Side = 3'
Rear = 10'

Patio Lots 22-24, 26-32, 35-38
Front (garage side) = 5'
Side = 3'
Rear = 5'

Patio Lots 39-41
Front (garage side)= 3'
Side = 3'
Rear = 10'

Patio Lots 44-45
Front (garage side)= 5'
Side = 3' eastern P/L± 8' western P/L
Rear = 10'

Lots 15-18
Front = 20'
Side = 10'
Rear = 20'

DETAILED P.U.D. SITE PLAN

SCALE: 1" = 30'-0"

SEE SHEETS L1.0, L1.1 AND L1.2 FOR LANDSCAPE PLANS

STAMP: STATE OF IDAHO — JOHN D. ROTER — LA - 16827 — LICENSED LANDSCAPE ARCHITECT

DATE: 11/28/2017

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2002 S. VISTA AVE.
BOISE, IDAHO 83705
(208) 342-2999
Email: sla@slaboise.com

REVISIONS:

DETAILED P.U.D. SITE PLAN
BARBER HILL VISTAS
355 E. WARM SPRINGS BOISE, ID.

DRAWN BY: J.D.R.

CHECKED BY: J.A.G.

PROJECT NUMBER: -

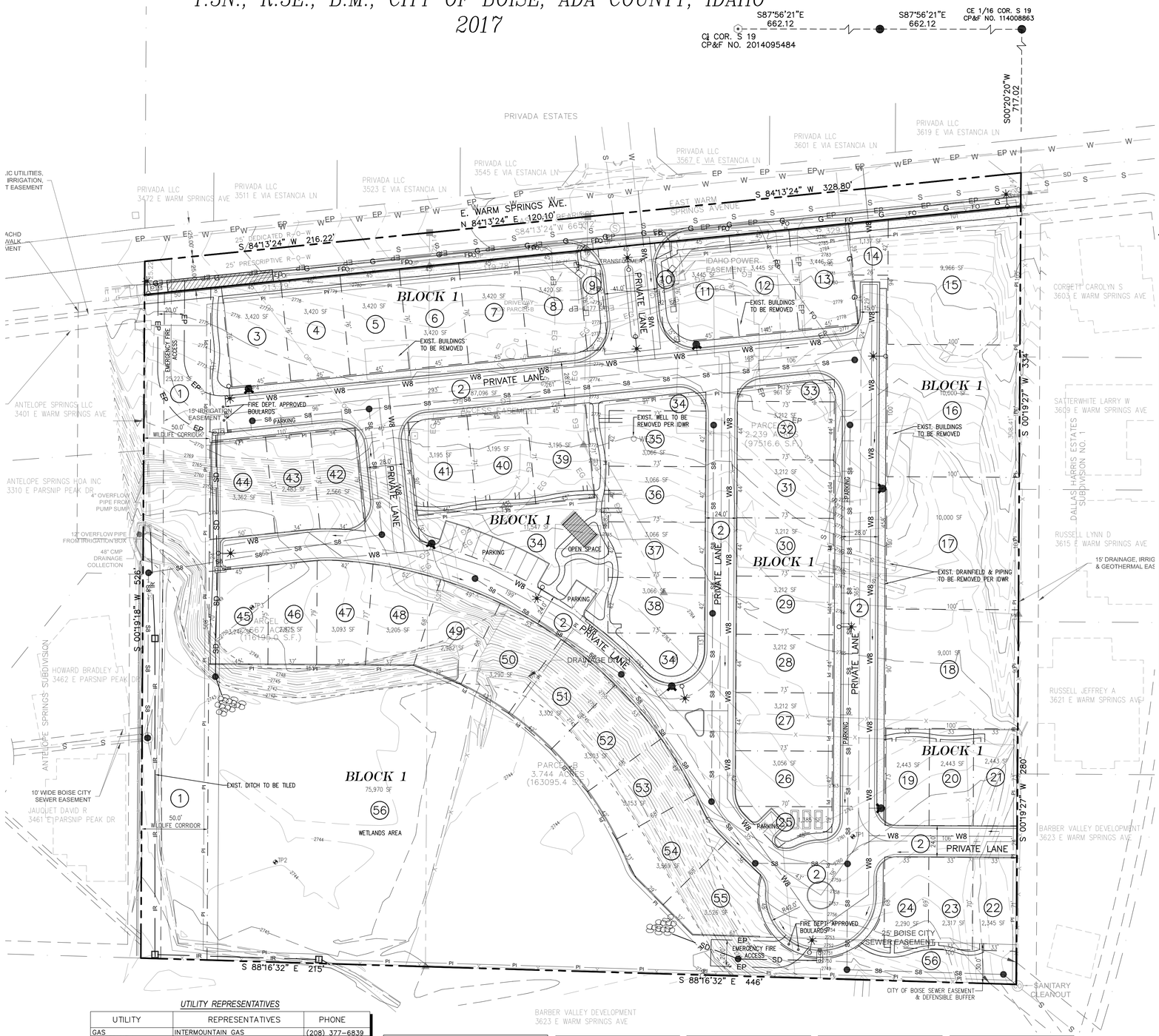
SHEET: S2.0

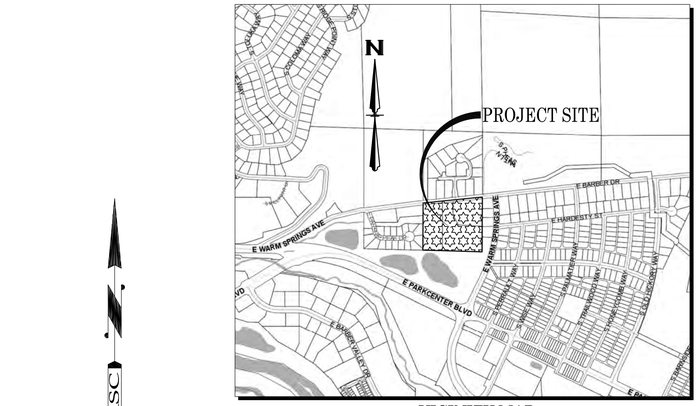
PRELIMINARY PLAT FOR

BARBER HILL VISTAS SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN THE NW 1/4 OF THE SE 1/4 OF SECTION 19, T.3N., R.3E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO

2017





VICINITY MAP
1"= 800'

N

SCALE IN FEET
1" = 40'
40 0 20 40 80

GENERAL LEGEND

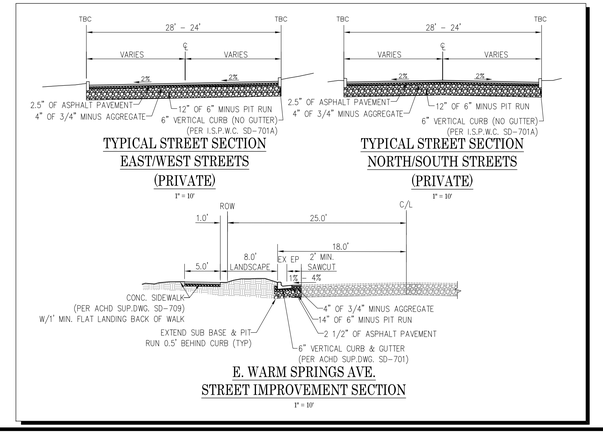
- PROPERTY LINE
- RIGHT OF WAY LINE
- LOT LINE
- CENTERLINE OF ACCESS
- PROPOSED SEWER LINE & MANHOLE
- PROPOSED WATER MAIN
- PROPOSED STORM DRAIN PIPE
- PROPOSED GRAVITY IRRIGATION
- PROPOSED PRESSURE IRRIGATION
- PROPOSED VERTICAL CURB & GUTTER
- PROPOSED VERTICAL CURB (NO GUTTER)
- PROPOSED SIDEWALK
- LOT & BLOCK NUMBER
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT
- DRAINAGE FLOW DIRECTION
- PROPOSED DRAINAGE FACILITY
- SECTION LINE
- EXISTING LOT LINE
- EXISTING CURB, GUTTER, & SIDEWAL
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING WATER MAIN
- EXISTING SEWER LINE
- EXISTING GAS LINE
- EXISTING FIBER OPTIC LINE
- EXISTING FENCE
- EXISTING GROUND CONTOUR
- TEST PIT LOCATIONS
- PROPERTY PIN
- FOUND 5/8 IRON PIN
- FOUND ALUMINUM CAP

DEVELOPMENT FEATURES:

TOTAL ACRES	8.65 ACRES
TOTAL LOTS	56
BUILDABLE LOTS	47
COMMON LOTS/ACRE	9/4.65 ACRES
DENSITY DU/ACRES	5.43 ACRES
EXISTING ZONING (CITY OF BOISE)	A-1
PROPOSED ZONING	R-2-DA
MINIMUM RESIDENTIAL LOT SIZE	2,550 sq.ft.
AVERAGE RESIDENTIAL LOT SIZE	3,000 sq.ft.
PERCENT TO BUILDING AREA	28.9%
PERCENT TO PAVEMENT AREA	17.5%
PERCENT TO LANDSCAPE AREA	5.4%
PERCENT TO WETLANDS AREA	17.6%
PERCENT TO WILDLIFE COORIDOR	6.7%
PERCENT TO DEFENSIBLE BUFFER	2.5%

NOTES:

1. SANITARY SEWER MAINS SHALL BE 8" DIAMETER UNLESS OTHERWISE SHWON.
2. WATER MAINS SHALL BE 8" DIAMETER UNLESS OTHERWISE SHWON.
3. SURFACE STORM WATER DRAINAGE SHALL BE DIRECTED TO PROPOSED STORM WATER MANAGEMENT FACILITIES
4. AS SHOWN.
5. THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
6. PROJECT SITE IS LOCATED OUTSIDE THE 100 YEAR FLOODPLAIN PER FEMA FIRM 16001C0284H.
7. ALL LOTS ARE TO BE DESIGNATED SINGLE FAMILY RESIDENTIAL EXCEPT; LOTS 1, 2, 9, 10, 14, 25, 33, 34 & 56, BLOCK 1. LOTS LISTED ABOVE WILL BE COMMON LOTS OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION. LOT 2, BLOCK 1 WILL ALSO SERVE AS A CROSS ACCESS/UTILITY EASEMENT.



UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVES	PHONE
GAS	INTERMOUNTAIN GAS	(208) 377-6839
ELECTRICITY	IDAHO POWER	(208) 388-6320
TELEPHONE	CENTURY LINK	1-877-290-5458
CABLE TV	CABLE ONE	(208) 375-8288
SEWER	CITY OF BOISE	(208) 384-3900
WATER	UNITED WATER OF IDAHO	(208) 362-7200
ROADS	ADA COUNTY HIGHWAY DISTRICT	(208) 387-6100
IRRIGATION	BOISE PROJECT BOARD OF CONTROL	(208) 344-1141
FIRE	CITY OF BOISE	(208) 570-6567

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CALL DIGLINE INC.
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208-342-1585

DEVELOPER
BHV, LLC
5266 W. STATE ST. #101
BOISE, ID
83703
(208) 939-9221

PLANNER/CONTACT
SHAWN NICKEL
SLN PLANNING
1589 N. ESTANCIA PLACE
EAGLE, ID 83616
(208) 795-3013

LAND SURVEYOR
ACCURATE SURVEYING & MAPPING
1602 W. HAYS STREET
SUITE 306
BOISE, ID 83702
(208) 863-4198

CIVIL ENGINEER
JIM E. COSLETT, P.E.
ROCK SOLID CIVIL LLC.
270 N. 27th STREET SUITE 100
BOISE, ID 83702
(208) 342-3277

Revisions

	Date	Description
1		
2		
3		
4		

ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting
270 North 27th Street, Boise, ID 83702
Office Phone: 208.342.3277
www.rocksolidcivil.com

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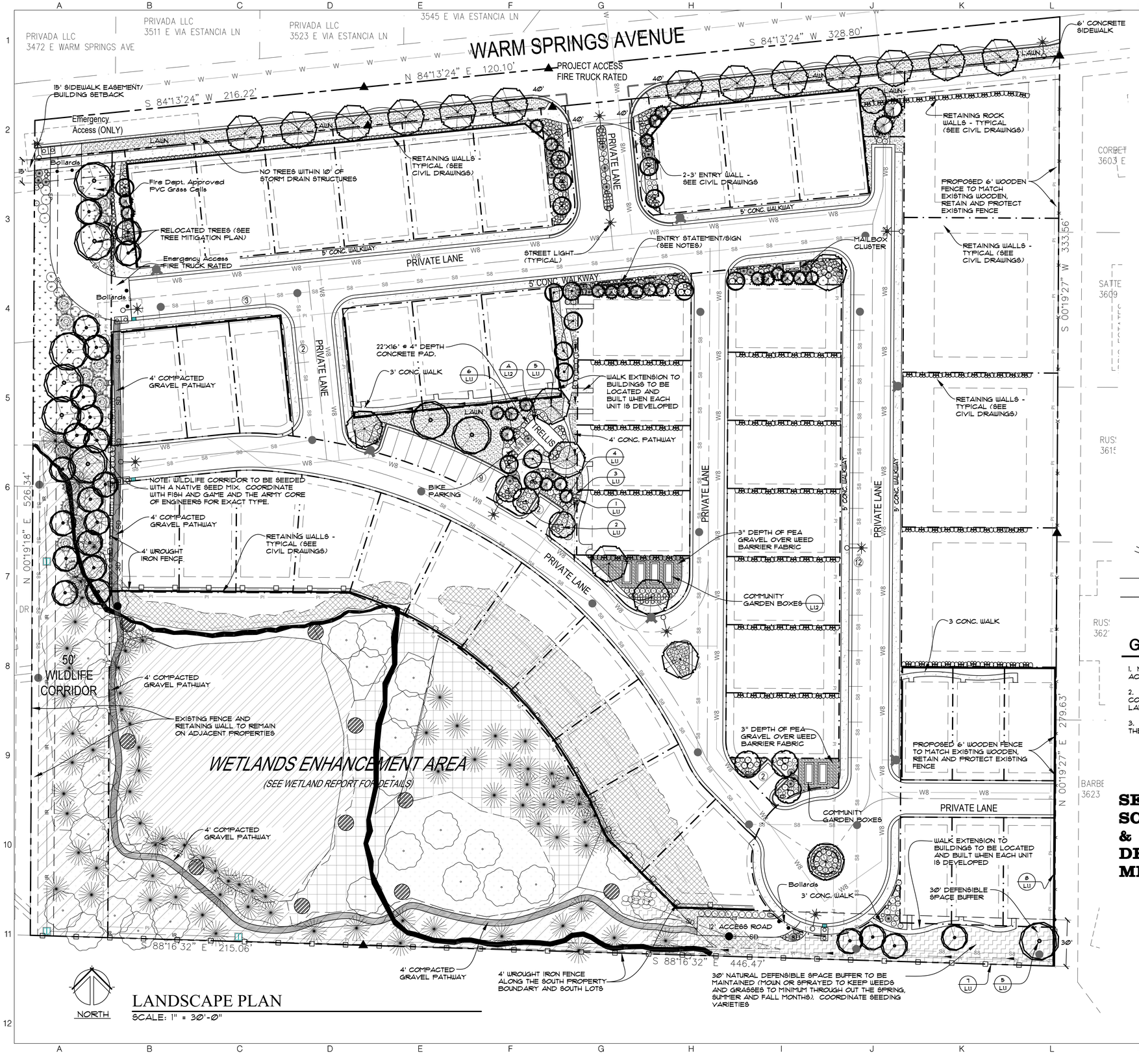
Project Name: **BARBER HILL VISTAS SUBDIVISION**

Sheet Name: **PRELIMINARY PLAT**

Stamp

PROFESSIONAL ENGINEER
REGISTERED
10692
1-28-18
STATE OF IDAHO
JIM E. COSLETT

Project No.	RSC-1705
Drawn By:	RLC
Date:	28 November 2017
Sheet No.	P1
	1 of 2



NORTH

LANDSCAPE PLAN

SCALE: 1" = 30'-0"

PRELIMINARY

NOT FOR CONSTRUCTION PURPOSES

KEY:

- SODDED LAWN - TURF TYPE TALL FESCUE
- NATIVE SEEDED GRASSES - WILDLIFE CORRIDOR
- RELOCATED TREES - APPROXIMATE LOCATION - SEE TREE MITIGATION PLAN
- CONCRETE WALKWAYS
- PATHWAYS: SOME OF WHICH MAY BE GEOGRID FOR FIRE ACCESS, REMAINDER, DECOMPOSED GRANITE OR SIMILAR
- WILLOW/SHRUB - CONIFERS WILL NOT GROW IN WETLAND AREAS
- BLACK COTTONWOOD, MAPLE OR SIMILAR LARGER TREES
- PASSIVE REST AREAS, BENCHES, TABLE, BLINDS, AND/OR WILDLIFE INTERPRETIVE SIGNS
- TBD, MAY BECOME POND, AT A MINIMUM INVASIVE WEED CONTROL
- PROPOSED MITIGATION AREA CONSERVATION EASEMENT & WILDLIFE CORRIDOR
- MEADOW AREA
- NEW CREEK/DRAINAGE FEATURE
- 6' WOODEN FENCE, SEE DETAIL SHEET L1.1
- 4-6' WROUGHT IRON FENCE SEE DETAIL, SHEET L1.1

GENERAL LANDSCAPE NOTES

1. NO TREES SHALL BE PLANTED WITHIN THE 10 FOOT CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
2. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
3. ALL TREES TO BE LOCATED A MINIMUM OF 5 FEET OR GREATER FROM THE BACK OF ANY SIDEWALK.

SEE SHEET L1.1 FOR PLANT SCHEDULE, LANDSCAPE DETAILS, & NOTES. SEE SHEETS L1.2 FOR DETAILS AND L1.3 FOR TREE MITIGATION PLAN.

STAMP: STATE OF IDAHO · JOHN D. ROTER · LA - 16827 · REGISTERED LANDSCAPE ARCHITECT

DATE: 11/28/2017

South
LANDSCAPE ARCHITECTURE, P.C.
2002 S. VISTA AVE.
BOISE, IDAHO 83705
(208) 342-2999
Email: sla@slaboise.com

REVISIONS:

LANDSCAPE PLAN
BARBER HILL VISTAS
355 E. WARM SPRINGS BOISE, ID.

DRAWN BY: J.D.R.

CHECKED BY: T.L.S.

PROJECT NUMBER: -

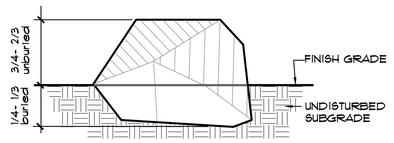
SHEET: **L1.0**

PLANT SCHEDULE

(*NOTE: ALL TREES TO BE GRADE #1)

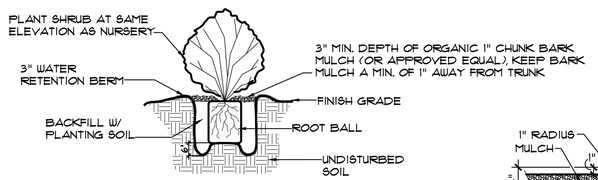
KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
ACCENT TREES				
	Acer ginnala 'Flame' Flame Maple	2" B&B	15' hgt. 10' wide	CLASS I
	Acer palmatum dissectum 'Crimson Queen' Crimson Queen Japanese Maple	7 Gal.	6' hgt. 8' wide	CLASS I
	Cotinus coggygria 'Velvet Cloak' Velvet Cloak Smoke Tree	10 - 15 Gal.	12' hgt. 10' wide	CLASS I
	Malus x 'Spring Snow' Spring Snow Crabapple	2" B&B	25' hgt. 15' wide	CLASS I
	Pyrus calleryana 'Capital' Capital Flowering Pear	2" B&B	25' hgt. 15' wide	CLASS I
	Pyrus calleryana 'Jaczam' Jack Pear	2" B&B	15' hgt. 8' wide	CLASS I
	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B&B	30' hgt. 15' wide	CLASS I
SHADE TREES				
	Acer platanoides 'Ezestre' Easy Street Norway Maple	2" B&B	25' hgt. 25' wide	CLASS II
	Acer rubrum 'Frankred' Red Sunset Red Maple	2" B&B	35' hgt. 30' wide	CLASS II
	Betula nigra River Birch	2" B&B	35' hgt. 25' wide	CLASS II
	Fraxinus pennsylvanica 'summit' Summit (Green) Ash	2" B&B	35' hgt. 30' wide	CLASS II
	Gleditsia triacanthos 'Shademaster' Shademaster Honeylocust	2" B&B	35' hgt. 30' wide	CLASS II
	Tilia americana 'Boulevard' Boulevard Linden	2" B&B	40' hgt. 25' wide	CLASS II
CONIFERS				
	Picea pungens 'Bacheri' Bacheri Spruce	8'-10' hgt. B&B	15' hgt. 8' wide	CONIF.
	Weeping Alaska Cedar "green arrow" Weeping Alaska Cedar	8' hgt. B&B	25' hgt. 5' wide	CONIFER
	Pinus nigra Austrian Pine	6'-8' B&B	45' hgt. 20' wide	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid' Vanderwolf's Pyramid Limber Pine	8'-10' hgt. B&B	20' hgt. 10' wide	CONIFER
	SHRUBS			
○	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
○	Buxus x 'Green Gem' Green Gem Boxwood	2 Gal.	3' hgt. x 3' wide	
○	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
○	Cornus sericea 'Isanti' Isanti Red-Osier Dogwood	5 Gal.	6' hgt. x 6' wide	
○	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	4' hgt. x 4' wide	
● ○	Forsythia x intermedia 'Kolgold' Magical Gold Forsythia	5 Gal.	4' hgt. x 4' wide	
○	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	2 Gal.	6" hgt. x 4' wide	
● ○	Juniperus scopulorum 'Blue Arrow' Blue Arrow Juniper	2 Gal.	6" hgt. x 4' wide	
○	Pinus strobus 'Blue Shag' Blue Shag Eastern White Pine	5 Gal.	4' hgt. x 4' wide	
○	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
● ○	Pinus mugo 'Carsten's Wintergold' Carsten's Wintergold Mugo Pine	5 Gal.	4' hgt. x 6' wide	
○	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	5 Gal.	5' hgt. 5' wide	
● ○	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	5 Gal.	4' hgt. 4' wide	
○	Picea abies 'Nidiformis' Bird's Nest Spruce	5 Gal.	4' hgt. 4' wide	
⊙	Rosa x 'Tanoronez' Chateau Merlot Groundcover Rose	2 Gal.	4' hgt. x 4' wide	
⊙	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
⊙	Spiraea japonica 'Walbuma' P.P.# 9363 Magic Carpet Spirea	2 Gal.	2' hgt. 2' wide	
⊙	Weigela florida 'Bramwell' Fine Wine Weigela	2 Gal.	3' hgt. 3' wide	
	GROUND COVERS/ GRASSES/ PERENNIALS			
⊙	Calamagrostis x. acutiflora 'Overdam' Burgundy Glow Carpet Bugle	1 Gal. @ 36" O.C.	6" hgt. x 18" wide	
⊙	Ajuga reptans 'Burgandy Glow' Dwarf Feather Grass	1 Gal. @ 36" O.C.	3' hgt. x 2' wide	
⊙	Coreopsis verticillata 'Zagreb' Zagreb Threadleaf Tickseed	1 Gal. @ 36" O.C.	12" hgt. x 18" wide	
⊙	Dianthus deltoides 'Flashing Lights' Flashing Lights Maiden Pink	1 Gal. @ 24" O.C.	18" hgt. x 12" wide	
⊙	Echinacea purpurea 'PAS1029117' Powwow Wild Berry Coneflower	1 Gal. @ 36" O.C.	20" hgt. x 16" wide	
⊙	Festuca ovina glauca 'Elijah' Elijah Blue Fescue	1 Gal. @ 36" O.C.	18" hgt. x 18" wide	
⊙	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal. @ 48" O.C.	18" hgt. x 2' wide	
⊙	Hosta x 'Frances' Frances Hosta	1 Gal. @ 36" O.C.	2' hgt. x 2' wide	
⊙	Hosta x 'Guacamole' Guacamole Hosta	1 Gal. @ 48" O.C.	2' hgt. x 3' wide	
● ⊙	Lavandula angustifolia 'Dilly Dilly' Dilly Dilly Lavender	1 Gal. @ 36" O.C.	12" hgt. x 18" wide	
⊙	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal. @ 36" O.C.	2' hgt. x 3' wide	
⊙	Sedum 'Razzleberry' Sunsparkler® Dazzleberry Sedum	1 Gal. @ 36" O.C.	12" hgt. x 18" wide	
⊙	Vinca minor 'Bowles' Bowles' Common Periwinkle	1 Gal. @ 24" O.C.	6" hgt. x 24" wide	

● NOTE: DEER RESISTANT PLANTINGS TO BE USED IN THE WILDLIFE COORIDOR



① BOULDER PLACEMENT DETAIL

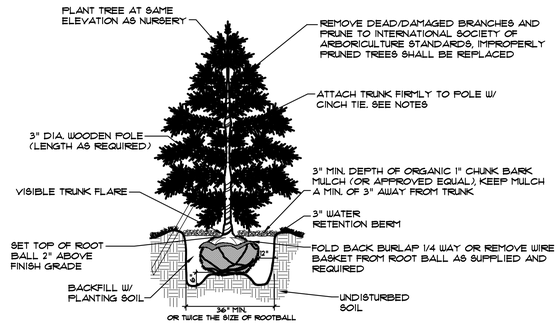
NO SCALE



NOTE - DIG HOLE TWICE THE SIZE OF ROOT BALL

② SHRUB PLANTING DETAIL

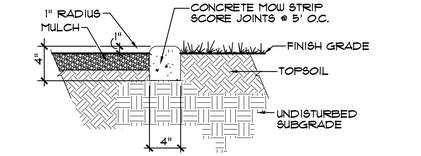
NO SCALE



NOTES:
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR THE TERM OF THE WARRANTY.
2. WRAP RUBBER CINCH TIE (OR APPROVED EQUAL) AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT MOVEMENT.
3. WATER IN BACKFILL BELOW THE ROOT BALL PRIOR TO SETTING TREE (TO INSURE NO SETTLING WILL OCCUR).
4. DEEP SOAK TREE TWICE WITHIN THE FIRST 48 HOURS.

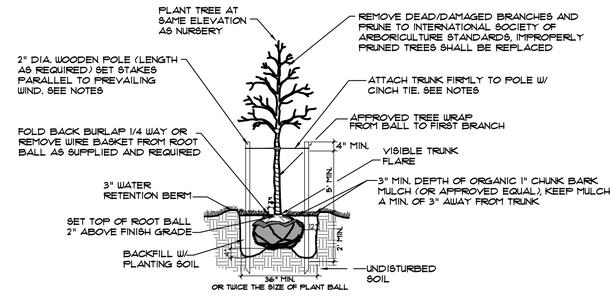
④ CONIFEROUS TREE PLANTING DETAIL

NO SCALE



③ CONCRETE MOW STRIP

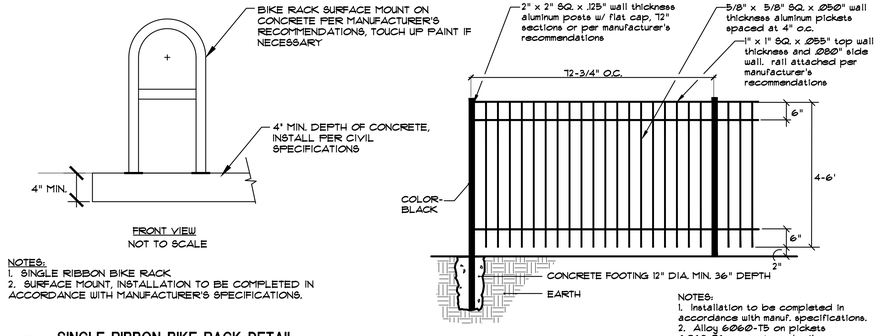
NO SCALE



NOTES:
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR THE TERM OF THE WARRANTY.
2. WRAP RUBBER CINCH TIE (OR APPROVED EQUAL) AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT MOVEMENT.
3. WATER IN BACKFILL BELOW THE ROOT BALL PRIOR TO SETTING TREE (TO INSURE NO SETTLING WILL OCCUR).
4. DEEP SOAK TREE TWICE WITHIN THE FIRST 48 HOURS.

⑤ DECIDUOUS TREE PLANTING DETAIL

NO SCALE



NOTES:
1. SINGLE RIBBON BIKE RACK
2. SURFACE MOUNT, INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

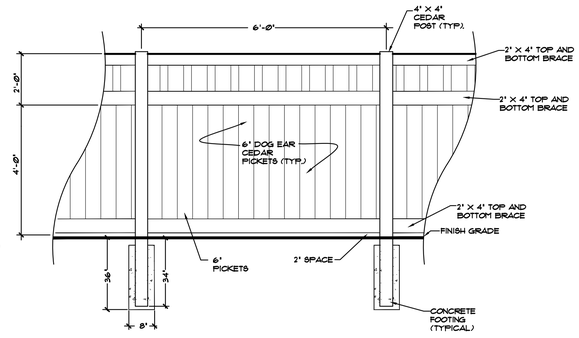
⑥ SINGLE RIBBON BIKE RACK DETAIL

NO SCALE

NOTES:
1. Installation to be completed in accordance with manuf. specifications.
2. Alloy 6060-T5 on pickets 6063-T6 on posts and rails or approved equal.

⑦ WROUGHT IRON FENCE

NO SCALE



⑧ 6' WOODEN PRIVACY FENCE (MATCH EXISTING)

NO SCALE

LANDSCAPE NOTES

1. All plant material shall conform to the American Nurseryman Standards for type and size shown. Plants will be rejected if not in a sound and healthy condition. All plant material shall be Grade #1 or better.
2. All planting beds and tree wells in lawn areas (wells to be 3' in diameter) shall be covered with a minimum of 3" depth of 1" bark mulch. Submit sample for approval by Owner.
3. All lawn areas shall be sodded with 100% Turf Type Tall Fescue (Festuca arundinacia). b. All plant material shall be guaranteed for a period of one year beginning at the date of acceptance by Owner. Replace all plant material found dead or not in a healthy condition immediately with the same size and species at no cost to the Owner.
6. Planting backfill for trees and planting beds shall be 5 parts topsoil and 1 part compost with straw. Stake all trees per details.
7. All seeded or sodded lawn areas shall have 6" of topsoil and all planting beds shall have 12" of topsoil (minimum). Topsoil shall be a loose, friable, sandy loam, clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass, or other foreign material larger than 1" in any dimension, a pH from 5.5 to 7.0. Top soil from site shall be used, if meeting these standards. Place 1/2" compost over all landscaped areas and rototill into top 4". Spread, compact, and fine grade topsoil to a smooth and uniform grade, 1" below surface of walks and curbs in areas to be sodded and 3" in planting bed areas.
8. Fertilize all trees and shrubs with 'Agriform' planting tablets, 21 gram. Quantity per manufacturer's recommendation.
9. Plant material shall not be substituted without the written permission of Owner. Submit names of tree suppliers contacted if substitution is requested and plant material specified is not available.
10. Shrub planting beds shall be shovel edged to create a distinct separation of landscape types.
11. Immediately clean up any topsoil, or other debris on site created from landscape operation and dispose of properly off site.
12. All landscape areas shall have an estate of the art (2-wire) automatic underground sprinkler system which insures complete coverage and is properly zoned for required water uses and has a weather station capable of turning off for rain/freeze events. All shrub zones, spray zones and gear driven zones shall be placed on separate zones. Shrub zones shall be drip irrigation installed per manufacturer's recommendations. Do not exceed a maximum of 5 fps in all mainline and lateral lines. Coordinate the points of connection, water availability, water scheduling with the owner prior to providing an irrigation design and installing the irrigation system
13. This irrigation system shall be design built by a qualified irrigation contractor. The contractor shall provide professional designed irrigation construction drawings to the owner before construction (for review by the landscape architect). The drawings shall contain all the components in a professional irrigation system including but not limited to: mainlines, lateral lines, zones, valves, shut-off valves, drain valves, filtering, drip valve manifolds, wiring routes, POC connections, and details. All products shall be from Hunter Industries and "commercial" grade components as determined by the manufacturer. No residential grade components will be accepted.
14. Coordinate all drainage areas and utilities with tree locations and adjust per field conditions.
15. All existing trees shown to remain shall be retained and protected through out construction.
16. No trees shall be planted within the 10 foot clear zone of all ACHD storm drain pipes, structures, or facilities.
17. Seepage beds must be protected from any and all contamination during the construction and installation of the landscape irrigation system.
18. All trees to be located a minimum of 5 feet or greater from the back of any sidewalk.
14. Boulders to be 2' DIA. clean local basalt, contact: Noah Ulm at Strickland Stone, 208-869-6928.
15. Site furnishings will be provided by owner and installed by contractor.

PRELIMINARY

NOT FOR CONSTRUCTION PURPOSES

STAMP: STATE OF IDAHO, JOHN D. ROTERS, LA - 16827, LICENSED LANDSCAPE ARCHITECT

DATE: 11/28/2017

South
LANDSCAPE ARCHITECTURE, P.C.
2002 S. VISTA AVE.
BOISE, IDAHO 83705
(208) 342-2999
Email: sla@slaboise.com

REVISIONS:

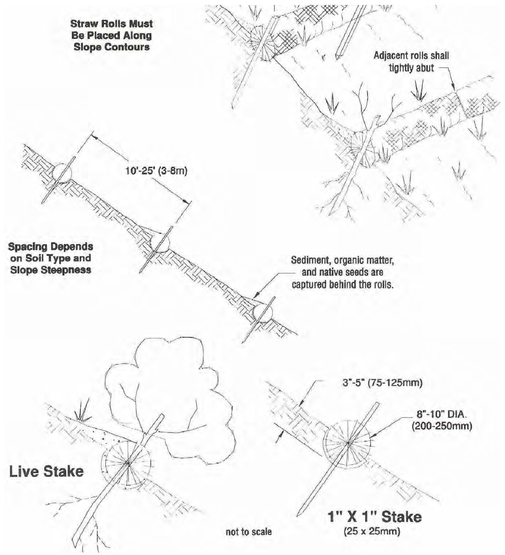
LANDSCAPE DETAILS
BARBER HILL VISTAS
355 E. WARM SPRINGS BOISE, ID.

DRAWN BY: J.D.R.

CHECKED BY: T.L.S.

PROJECT NUMBER: -

SHEET: L1.1



STRAW WATTLES - SLOPES

TYPICAL NOTES:
STRAW WATTLES AS NECESSARY ON STEEP SLOPES, COORDINATE WITH CIVIL ENGINEERING GRADING PLANS.
2. DIG A TRENCH AT 3-5' DEPTH AT THE SAME ELEVATION ALL THE WAY AROUND THE SLOPE. NOTE: LOAMY SOILS 3-5' DEPTH AND HARD ROCKY SOILS 2-3' DEPTH.
3. INSTALL STRAW WATTLES WITH 1" WOOD STAKES PLACED EVERY 4' O.C. (THROUGH THE MIDDLE OF THE WATTLE) AND AT A MINIMUM DEPTH OF 24" INTO THE GROUND (LEAVE 2-3" OF STAKE ABOVE THE WATTLE). STAKES SHALL BE DRIVEN PERPENDICULAR TO THE SLOPE.
4. CONTACT LOCAL SUPPLIER AND FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS.
5. INSTALL ALL PLANT MATERIAL AND INSTALL 3" DEPTH OF BARK MULCH IN TREE WELLS. INSTALL A WOOD FIBER HYDRO-MULCH (WITH TACIFIER) OVER THE ENTIRE SLOPE @ A MAXIMUM ½" DEPTH WITH A MINIMUM RATE OF 1000 LBS. PER ACRE. TACIFIER SHOULD BE ADDED AT MANUFACTURER'S RECOMMENDATIONS.

TYPICAL SLOPE SPACING (ADJUST FOR DIFFERENT SOIL CONDITIONS):

1:1 SLOPES = 10 FEET SPACING
2:1 SLOPES = 20 FEET SPACING
3:1 SLOPES = 30 FEET SPACING

FOR SOFT, LOAMY SOILS - ADJUST THE ROWS CLOSER
FOR HARD, ROCKY SOILS - ADJUST THE ROWS FURTHER APART

SEEDING MIX - SLOPES

GENERAL SEED MIX

SPECIES	POUNDS/ACRE
Agropyron fragile ssp. sibericum* Siberian Wheatgrass	3
Agropyron cristatum* Crested Wheatgrass	3
Agropyron spicatum** Bluebunch Wheatgrass	5
Festuca idahoensis Idaho Fescue	3

Per acre seeding rate ----------Total 14 lbs.



TYPICAL COMMUNITY GARDEN BOX DETAIL

500 SERIES

MTB500-B4



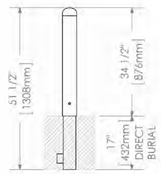
MATERIALS: The bollard is constructed of H.S. steel tube.

FINISH: The bollard is protected with E-Coat rust proofing and finished with the Maglin Powdercoat System.

INSTALLATION: Base Type – B4 Base tubing sleeve is set into concrete.
Bollard slides over sleeve and is fastened together by a pin through the outer and inner tubes.
A padlock can be used to lock the bollard in position. This bollard type is easy to remove frequently.

TO SPECIFY: Select: MTB500-B4
Choose:
- Powdercoat Color

OPTIONS: - Eye Bolts for chain
- 28" Swing Gate (MTB500-B4-SG)



DIMENSIONS:
Height: 34.5" (87.6cm)
Diameter: 4.5" (11.4cm)
Weight: 45.5 lbs (20.6kg)

MAGLIN

T 800-711-0500
F 877-260-9363
www.maglin.com
sales@maglin.com

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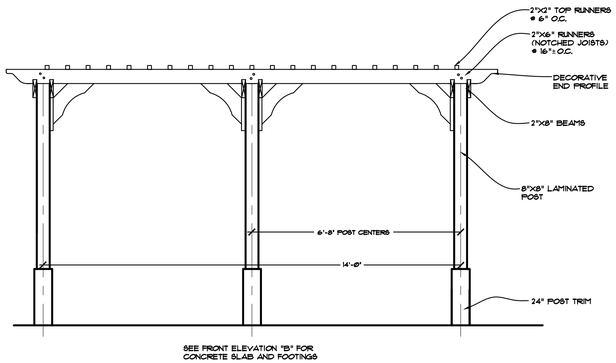
Details and specifications may vary due to continuing improvements of our products.

TYPICAL BOLLARD DETAIL

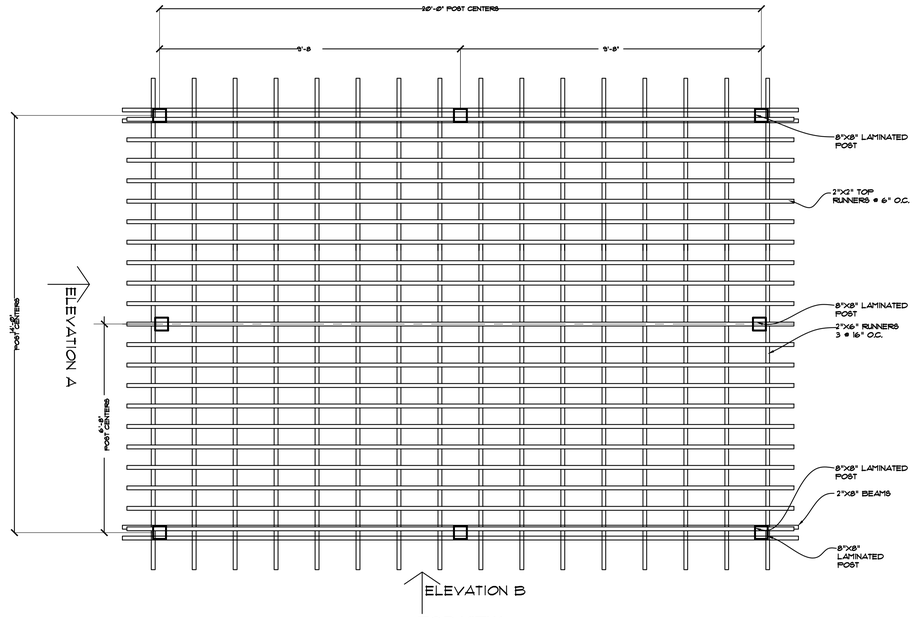


SEE FRONT ELEVATION "B" FOR CONCRETE SLAB AND FOOTINGS

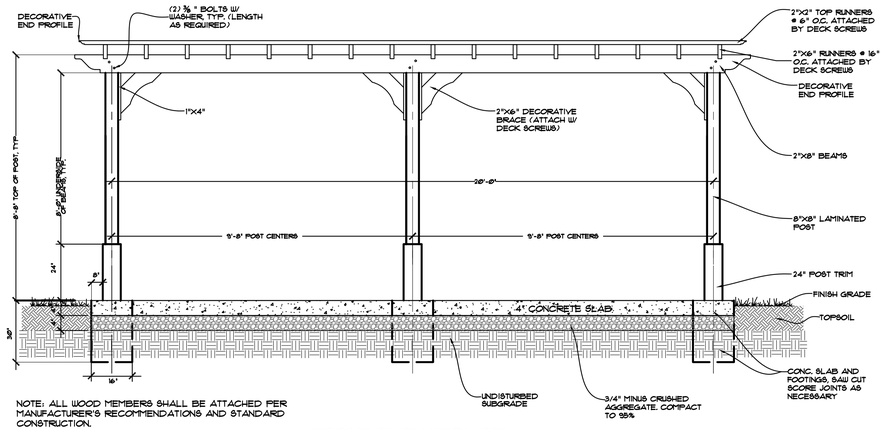
SIDE ELEVATION "A"

PRELIMINARY

NOT FOR CONSTRUCTION PURPOSES



TOP VIEW



NOTE: ALL WOOD MEMBERS SHALL BE ATTACHED PER MANUFACTURER'S RECOMMENDATIONS AND STANDARD CONSTRUCTION.

FRONT ELEVATION "B"

A 20'X14' PERGOLA STRUCTURE
REDWOOD — NO SCALE

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH LOCAL CODES CONTACT A LOCAL MANUFACTURER FOR RECOMMENDATIONS.
2. ALL MEMBERS MUST BE PROPERLY BRACED UNTIL THE COMPLETE STRUCTURAL SYSTEM HAS BEEN CONSTRUCTED.
3. ATTACHED ALL STRUCTURAL MEMBERS PER LOCAL AND MANUFACTURER'S RECOMMENDATIONS.

STAMP:
STATE OF IDAHO
JOHN D. ROTERS
LA - 16827
LICENSED LANDSCAPE ARCHITECT

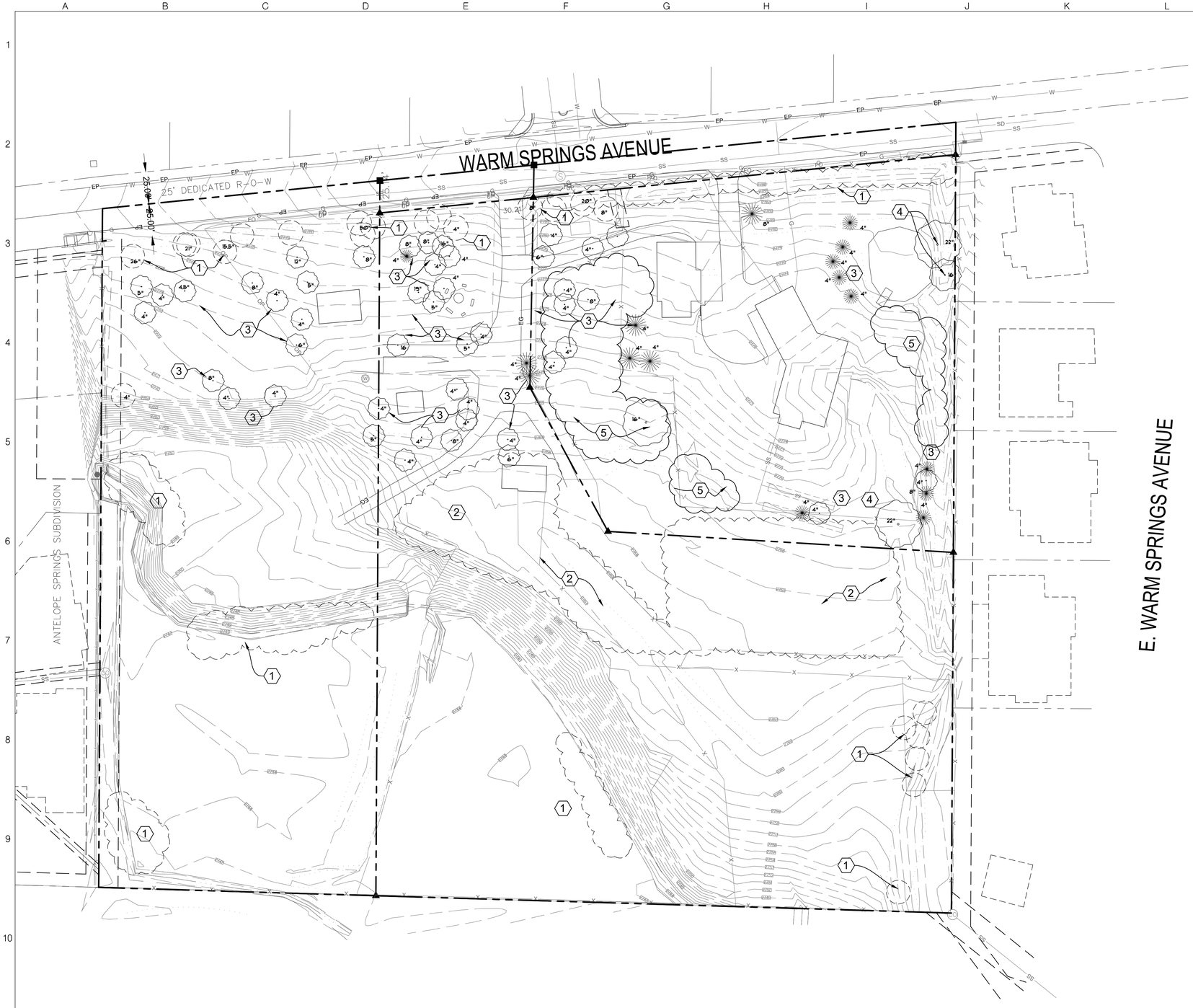
DATE: 11/28/2017

South
LANDSCAPE ARCHITECTURE, P.C.
2002 S. VISTA AVE.
BOISE, IDAHO 83705
(208) 342-2999
Email: sla@slaboise.com

REVISIONS:

LANDSCAPE DETAILS
BARBER HILL VISTAS
355 E. WARM SPRINGS BOISE, ID.

DRAWN BY: J.D.R.
CHECKED BY: T.L.S.
PROJECT NUMBER -
SHEET: L1.2



PRELIMINARY

NOT FOR CONSTRUCTION PURPOSES

TREE KEY:

EXISTING TREES TO BE REMOVED: SEE ARBORIST REPORT (COTTONWOOD, LOCUST, POPLAR, & ELM. (40+ EXISTING FRUIT TREES ARE 2"-3" CAL. AND IN VERY BAD HEALTH DUE TO DEER AND GOATS GRAZING AND WILL BE REMOVED).

EXISTING (4" CAL.+/-) DECIDUOUS TREES TO BE REMOVED AND RELOCATED TO THE EAST AND WEST BUFFERS.

EXISTING (6"-12" CAL.) DECIDUOUS TREES TO BE REMOVED AND RELOCATED TO THE EAST AND WEST BUFFERS.

EXISTING (4"-12" CAL.) CONIFER TREES TO BE REMOVED AND RELOCATED TO THE EAST AND WEST BUFFERS.

(1) EXISTING TREES TO BE REMOVED: SEE ARBORIST REPORT (COTTONWOOD, LOCUST, POPLAR, & ELM.

(2) EXISTING TREES TO BE REMOVED: EXISTING FRUIT TREES ARE 2"-3" CAL. AND IN VERY BAD HEALTH DUE TO DEER AND GOATS GRAZING AND WILL BE REMOVED).

(3) EXISTING (4" CAL.+/-) DECIDUOUS TREES TO BE REMOVED AND RELOCATED TO THE EAST AND WEST BUFFERS (IF IN GOOD CONDITION).

(4) EXISTING (20"+/- CAL.) WILLOW TREES TO BE RETAINED OR RELOCATED AS NECESSARY..

(5) EXISTING (1"-3" CAL.) DECIDUOUS TREES TO BE REMOVED AND RELOCATED TO THE EAST AND WEST BUFFERS (IF IN GOOD CONDITION).

NORTH

TREE DEMOLITION PLAN

SCALE: 1" = 40'-0"

STAMP: STATE OF IDAHO · JOHN D. ROTER · LA - 16827 · LICENSED LANDSCAPE ARCHITECT

DATE: 11/28/2017

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BOISE, IDAHO 83705
(208) 342-2999
Email: sla@slaboise.com

REVISIONS:

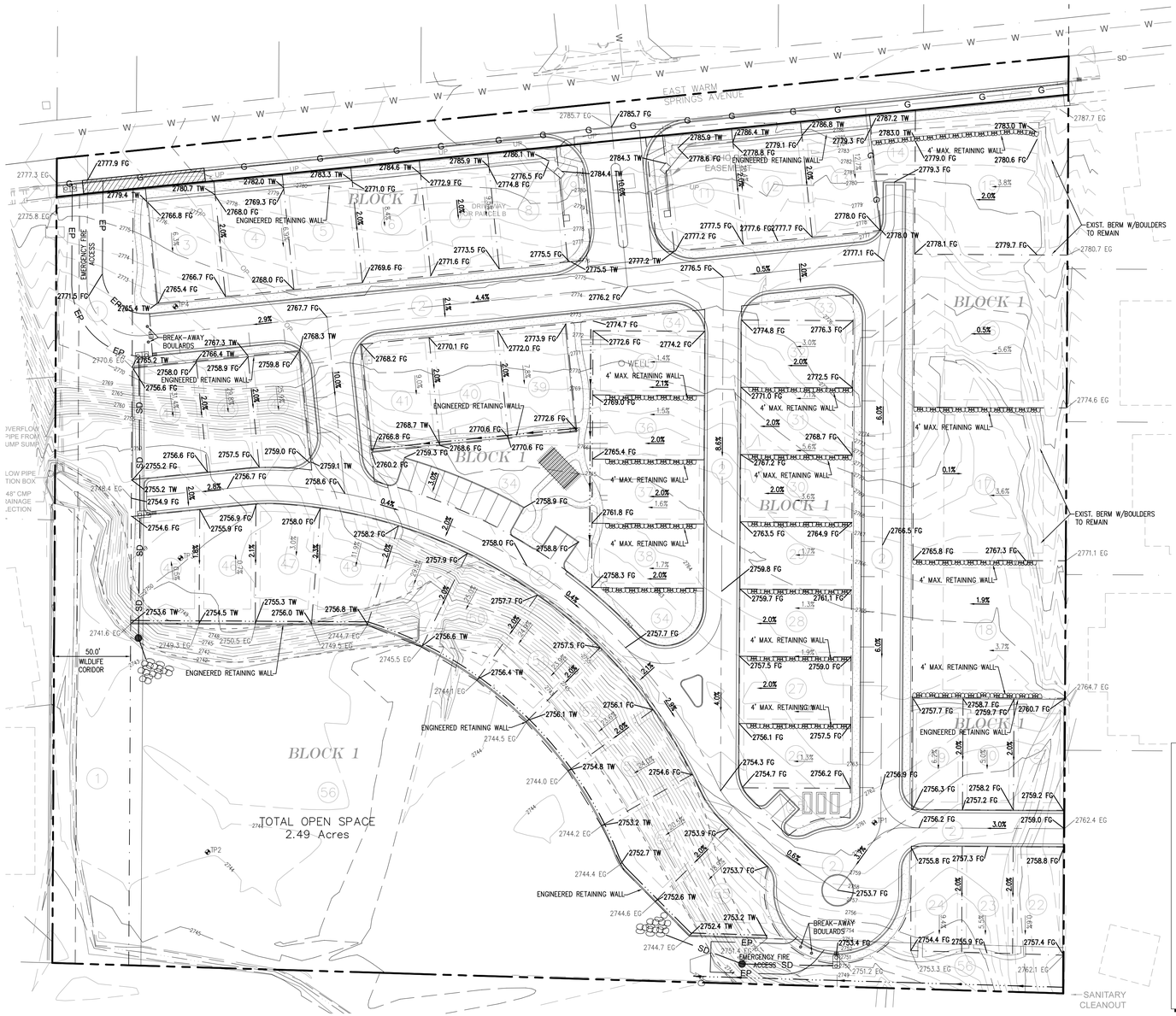
TREE MITIGATION PLAN
BARBER HILL VISTAS
355 E. WARM SPRINGS BOISE, ID.

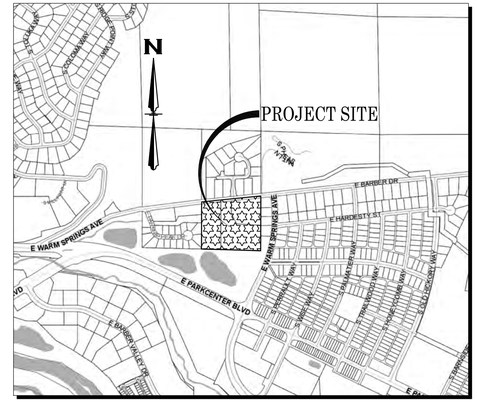
DRAWN BY: J.D.R.

CHECKED BY: T.L.S.

PROJECT NUMBER: -

SHEET: **L1.2**





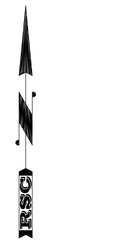
VICINITY MAP
1"= 800'

GRADING LEGEND

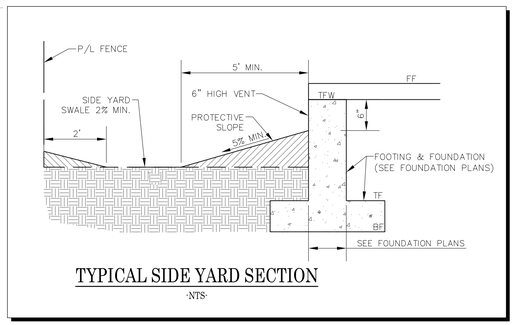
	YARD SWALE
	KEYSTONE/ROCK RETAINING WALL (4' TALL MAX.)
2756.5	DESIGN GRADE
2767.3	EXISTING GROUND ELEVATION
4.4%	DESIGN SLOPE
4.4%	EXISTING SLOPE
EG	EXISTING GRADE
FG	FINISHED DESIGN GRADE
TW	FINISHED DESIGN GRADE @ TOP OF WALL

NOTES:

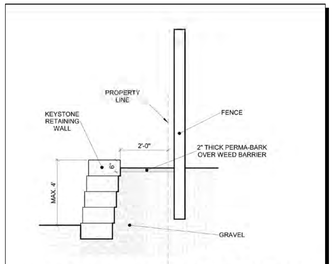
1. THIS PRELIMINARY GRADING PLAN IS TO BE USED IN CONJUNCTION WITH THE PRELIMINARY PLAT.
2. SEE GEOTECHNICAL REPORT PREPARED BY MTI REPORT #B170393 DATED 4-20-17 FOR EARTHWORK RECOMENDATIONS AND REQUIREMENTS.
3. TOTAL COMMON AREA = 4.7 AC.



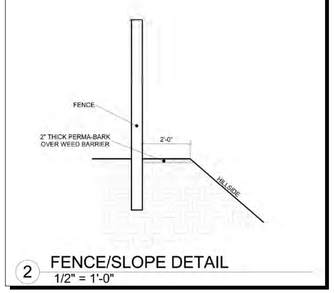
40 0 20 40 80
SCALE IN FEET
1" = 40'



TYPICAL SIDE YARD SECTION
-NTS-



1 FENCE/RETAINING WALL DETAIL
1/2" = 1'-0"



2 FENCE/SLOPE DETAIL
1/2" = 1'-0"

DEVELOPER	PLANNER/CONTACT	LAND SURVEYOR	CIVIL ENGINEER
BHV, LLC 5266 W. STATE ST. #101 BOISE, ID 83703 (208) 939-9221	SHAWN NICKEL SLN PLANNING 1589 N. ESTANCIA PLACE EAGLE, ID 83616 (208) 795-3013	NATHAN DANG, P.L.S. ACCURATE SURVEYING & MAPPING 1602 W. HAYS STREET SUITE 306 BOISE, ID 83702 (208) 863-4198	JIM E. COSLETT, P.E. ROCK SOLID CIVIL LLC. 270 N. 27th STREET SUITE 100 BOISE, ID 83702 (208) 342-3277

811 Know what's below. Call before you dig.

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Revisions

	Date	Description
1		
2		
3		
4		

ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting
270 North 27th Street, Boise, ID 83702
Office Phone: 208.342.3277
www.rocksolidcivil.com

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Project Name: BARBER HILL VISTAS SUBDIVISION

Sheet Name: PRELIMINARY GRADING PLAN

Stamp

PROFESSIONAL ENGINEER
REGISTERED
10692
11-25
STATE OF IDAHO
JIM E. COSLETT

Project No.	RSC-1705
Drawn By:	RLC
Date:	28 November 2017
Sheet No.	P2
	2 of 2


HOUSING TYPE LOCATIONS
BARBER HILL VISTAS
#1
#2
#3
#4
#5
#6
#7
#8
#9
#10
#11
#12
#13
E Barber Dr
E Hardesty St
E Timbersaw Dr
E Barber Station Dr
S Perrault Way
S Wise Way
S Trailwood Way
S Honeycomb Way
S Old Hickory Way
Shady Ln
E Gossamer Ln
E Wildernest Ln
E Migratory Dr
E Parkriver Dr
E Rivernest Dr
E Boise Ave
S Holcomb Rd
Boise River Greenbelt
© 2017 Google
Google Earth

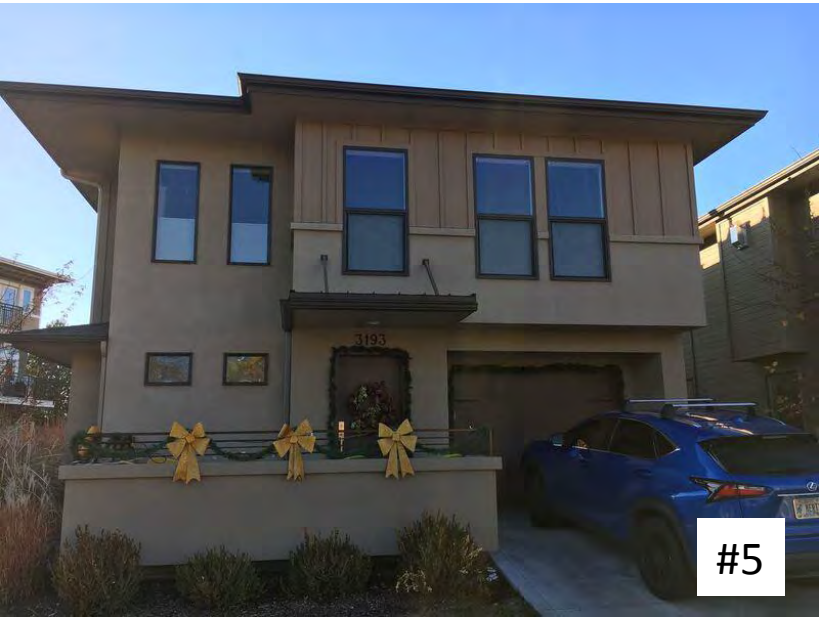








Barber Hill Vistas Housing Types Consistent with Barber Valley/Harris Ranch











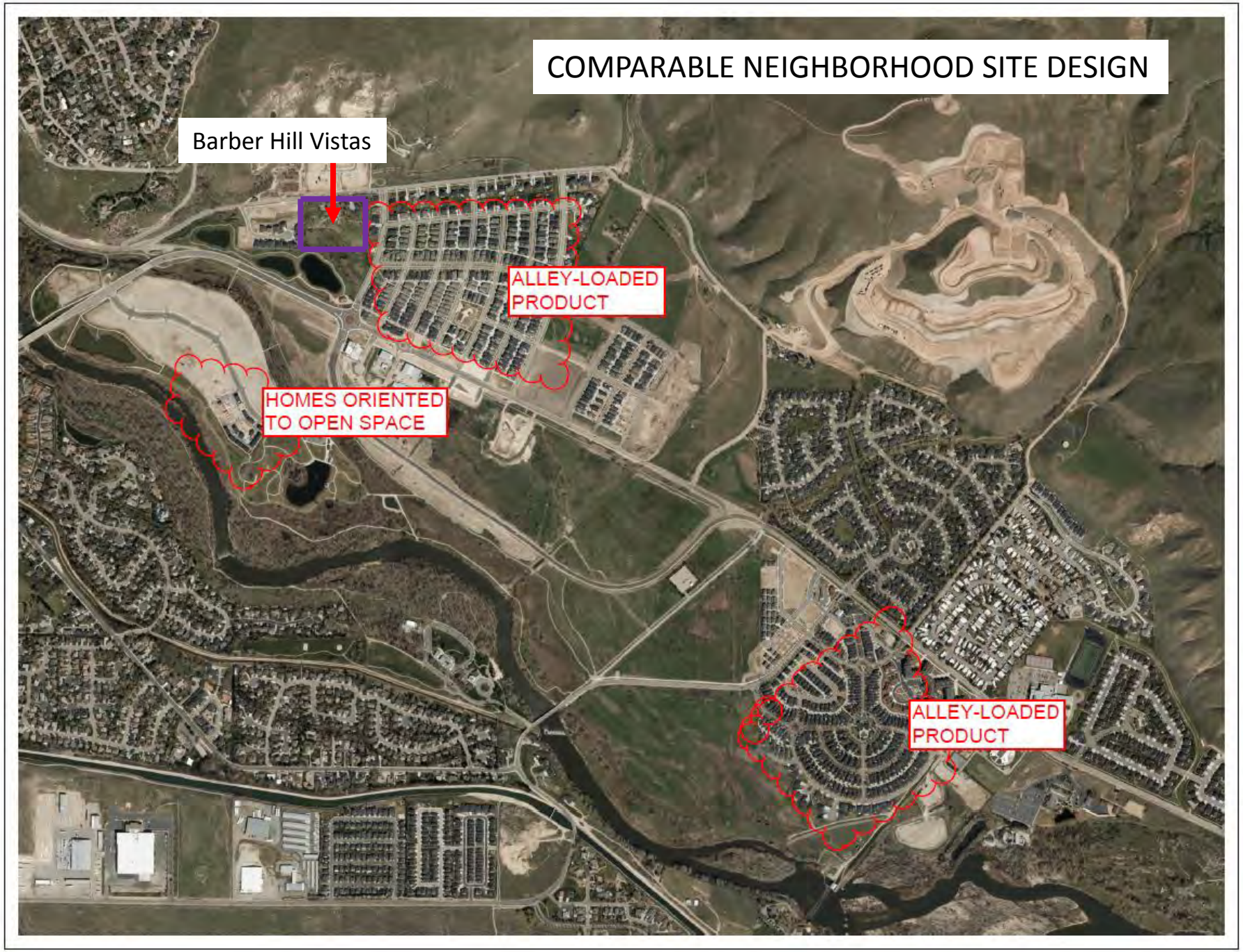


Barber Hill Vistas Housing Types Consistent with Barber Va #1 Harris Ranch








COMPARABLE NEIGHBORHOOD SITE DESIGN
Barber Hill Vistas
ALLEY-LOADED PRODUCT
HOMES ORIENTED TO OPEN SPACE
ALLEY-LOADED PRODUCT

COMPARABLE NEIGHBORHOOD SITE DESIGN



PLANNING AND DEVELOPMENT SERVICES

BOISE CITY HALL: 150 N. Capitol Boulevard | MAIL: P.O. Box 500, Boise, Idaho 83701-0500 | P: 208-608-7100 | F: 208-384-3753 | TDD/TTY: 800-377-3529

Planning Division Project Report

File Number	CAR17-00026, PUD17-00029 & SUB17-00052
Applicant	BHV, LLC / Jared Sherburne
Property Address	3555 E Warm Springs Ave
Public Hearing Date	January 16, 2018
Heard by	Planning & Zoning Commission
Analyst	Cody Riddle, Current Planning Manager

Public Notification

Neighborhood meeting conducted on:	November 9, 2017*
Radius notices mailed to properties within 300 feet on:	December 29, 2017
Newspaper notification published on:	December 30, 2017
Staff posted notice on site on:	December 27, 2017

*This was the last in a series of meetings that occurred between August and November.

Table of Contents

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4. Development Code..... 4
5. Comprehensive Plan..... 4
6. Transportation Data..... 5
7. Analysis..... 5
8. Approval Criteria..... 14
9. Recommended Conditions of Approval..... 19

Exhibits

Agency Comments

Public Testimony

1. Project Data and Facts

Project Data	
Property Owner	BHV, LLC
Applicant	Jared Sherburne / BHV, LLC
Representative	Shawn Nickel / SLN Planning
Location of Property	3555 E Warm Springs Ave
Size of Property	8.65 acres
Current Zoning	A-1 (Open Lands, Park)
Requested Zoning	R-2D/DA (Medium Density Residential with Design Review and a Development Agreement)
Land Use Designation	Commercial
Planning Area	Barber Valley
Neighborhood Assoc./Contact	Barber Valley / John Mooney
Procedure	The Planning and Zoning Commission is a recommending body on the Rezone and Subdivision and renders a final decision (absent an appeal) on the Planned Unit Development.

Current Land Use
The property is comprised of a single-family dwelling with several detached accessory structures. However, most of the property is undeveloped with mature vegetation.

Description of Applicant's Request
The applicant is seeking to rezone the property from A-1 to R-2D/DA. Also included are a conditional use permit and preliminary plat for a planned residential development comprised of 47 detached single family homes.

2. Land Use

Description and Character of Surrounding Area
The site is located less than ¼ mile from the Parkcenter Blvd/Warm Springs Ave roundabout. The area is currently comprised of detached single-family homes and attached townhomes with commercial and office uses planned in the near future. The site is adjacent to the Harris Ranch Specific Plan area and within ¼ mile of the Barber Valley Specific Plan area.

Site Characteristics
The site is sloped with approximately 40 feet of elevation change from north to the south. The majority of the topography change is on the southern portion of the site where there is an approximately 20-foot drop into a wetland area. The site has mature vegetation with various trees and shrubs.

Adjacent Land Uses and Zoning

North	Single-Family Dwellings and Vacant Parcels / R-1B (Single Family Residential-4.8 Units/Acre)
South	Wetland Ponds / SP-01 (Harris Ranch Specific Plan) Open Space/Conservation Area
East	Single-Family Dwellings / SP-01 (Harris Ranch Specific Plan) Residential – Low Density 4 Units/Acre
West	Single-Family Dwellings and Vacant Parcels / C-4D/DA (Planned Commercial with Design Review Overlay and a Development Agreement)

History of Previous Actions	
CAR17-00004 & PUD17-00007	A rezone request from A-1 to R-2D/DA and a conditional use permit for a 125-unit multi-family residential development – **Denied**
ROS16-00031	Minor Land Division to split the parcel into three parcels – **Approved**
CAR04-00027	Annexation into Boise City Limits as A-1 – **Approved**

Special Considerations
While not zoned SP-01 (Harris Ranch) or SP-02 (Barber Valley), the site is within the Barber Valley Planning Area. *Blueprint Boise's Goal BV-CCN 3.1* states that properties not zoned SP-01 or SP-02 are encouraged to use the adopted specific plans as policy guidance.

3. Project Proposal

Structure(s) Design

Number and Proposed Use of Structures
47 detached single family homes
Number of Stories
Varies (2-Maximum)
Amenities
Several amenities are proposed: Community gardens, walking paths, wetland enhancement, covered outdoor patio/picnic area, and a 50-foot wide wildlife corridor.

Density

The R-2 zone allows up to 14.5 units per acre. However, as proposed, the density of the project is under 5.5 units/acre. The density is capped by the development agreement included in the application package.

Site Design

Land Use	Percentage of the Site
Pavement Areas	17.5%
Building Envelopes (Includes Private Open Space/Yards)	50.2%
Common Area Open Space	32.3%
Total	**100%**

Perimeter Setbacks (R-2 Zoning)

	Required	Proposed
Front (Warm Springs)	15'	15'
Side (east)	15'	20'*
Side (west)	5'	50'
Rear (south)	15'	30'

*Lots 21 and 22 of Block 1 indicate a 3' setback from the eastern property line. A recommended condition requires a minimum setback of 15' for Lot 21 and 5' for Lot 22 (10' to paving).

Parking

Each single family home will include a minimum two car garage. Guest parking, while not required is dispersed along the street throughout the project. Additional parking can occur in select driveway aprons.

4. Development Code (Boise City Code Title 11)

Section	Description
11-03-04.3	Rezone Specific Procedures
11-03-04.4	Subdivision Plat Specific Procedures
11-03-04.7	Planned Unit Development Specific Procedures
11-04-03	Residential Districts
11-07-03	Off-Street Parking and Loading Standards
11-07-05	Landscaping, Fences, Walls, and Screening
11-07-06.5	Planned Unit Development Standards
11-09-03	Subdivision Design Standards

5. Comprehensive Plan (Blueprint Boise)

Chapter	Goals, Objectives & Policies
Chapter 2: Citywide Vision & Policies	NAC 3, NAC 3.1, NAC 7, NAC 7.1 SHCC 12, & SHCC 12.1
Chapter 3: Community Structure & Design	GDP: N.1, N.2, N.3, N.4, N.7, N.8 & N.10
Chapter 4: Barber Valley Planning Area	

6. Transportation Data

The Ada County Highway District (ACHD) approved the application administratively on December 14, 2017. The development is estimated to generate 437 additional vehicle trips per day, with 46 during the PM Peak Hour. The ACHD approval was based on an update to the project denied earlier this year. They provided the following counts for impacted roadways in the vicinity:

Condition of Area Roadways: ***Traffic Count is based on Vehicles per hour (VPH)***

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count *(Acceptable LOS)*	PM Peak Hour Level of Service
Warm Springs Ave. *east of Starview Dr.*	668-feet	2-lane Minor Arterial	227 *(575)*	Better than "E"
Parkcenter Blvd. *east of Bown Way*	0-feet	4/5-lane Principal Arterial	373 *(1,780)*	Better than "E"
Warm Springs Ave. *east of Bacon Dr*	0-feet	2-lane Minor Arterial	520 *(575)*	Better than "E"
Warm Springs Ave. *north of Parkcenter*	0-feet	2-lane Collector	240 *(425)*	Better than "D"
Barber Drive *west of Old Hickory*	0-feet	2-lane Local	63 *(N/A)*	N/A

ACHD Comments Regarding Warm Springs Ave:

The Warm Springs Mesa area, west of this site, is an active geological landslide area. The area experiences periodic erosion of the slope (and falling rocks) above Warm Springs Avenue and Starview Drive in several areas from Windsong Drive to and including Starview Drive. These occurrences typically happen in winter months following heavy rain and freeze/thaw events. During the past 2016/2017 winter storm events, boulders have landed on Warm Springs Avenue and Starview Drive. Warm Springs Avenue and Starview Drive were immediately closed to traffic and a local geotechnical firm was engaged to assess the situation and advise ACHD of potential future long term remediation options. On April 5, 2017, the ACHD Commission approved the Warm Springs Avenue Interim Safety Treatment Plan. ACHD will continue to closely monitor the area, and proposes to address a long term solution moving forward. In the event of temporary closure of this segment of Warm Springs Avenue, there is sufficient capacity on adjacent streets to the east and south to accommodate this development.

7. Analysis

The applicant is requesting to rezone approximately 8.65 acres located at 3555 E. Warm Springs Avenue from A-1 (Open Land) to R-2D/DA (Medium Density Residential with Design Review and a Development Agreement). There is an associated request for a conditional use permit for a planned residential development comprised of 47 detached single family homes and a preliminary plat to subdivide the property.

In August of 2017, a 125-unit multi-family residential development was denied by City Council. That project was nearly three times the density as the current proposal, consisted primarily of multi-family apartments, and had substantially less open space. It also included the removal of a natural riparian area along the southern portion of the site. It was to be replaced with three-story apartment buildings and surface parking.



(Denied Site Plan)

The previous project was denied due to a lack of compatibility with the surrounding neighborhood, negative impacts on adjacent properties and the natural environment, and conflicts with the Comprehensive Plan. This included elements of the Plan that encouraged using the Harris Ranch and Barber Valley Specific plans for general guidance for developments like the subject property, even though they are outside the boundaries of those projects. (*Goal BV-CCN 3.1*)

The applicant team took the feedback they received through the initial hearing process, and started over. The current project is the result of an extensive outreach effort with the neighborhood. Since September, they have met with the neighborhood residents on five different occasions. The design was modified to some degree after each meeting, resulting in the project that is now before the Commission for consideration. The current proposal is entirely different than the project denied in August. Changes include the following:

- Density has been reduced by approximately 62% (From 125 to 47 Units).
- All multi-family units have been removed.
- All three-story buildings have been removed.
- Natural riparian/wetland area preserved.



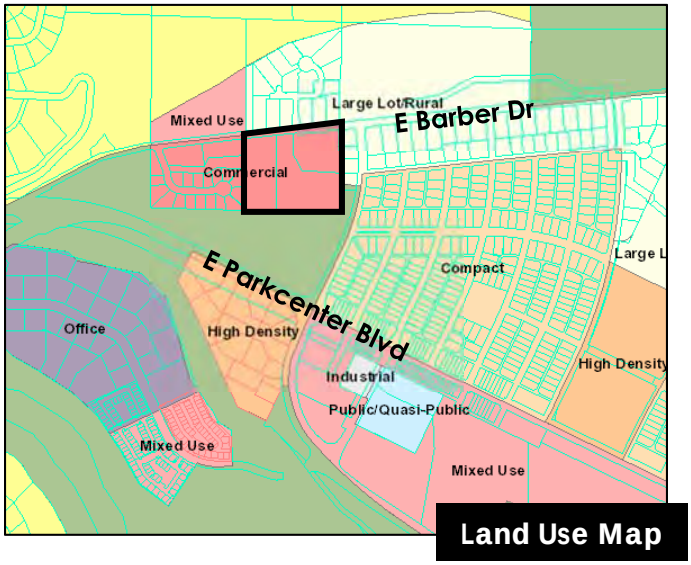
(Current Design)

The applicant appears to have addressed the primary concerns raised during the initial hearing process. The new project is more responsive to the unique characteristics of the site, provides a better transition to adjacent properties, and is comprised of a residential product that is not in such a stark contrast to the surrounding neighborhood.

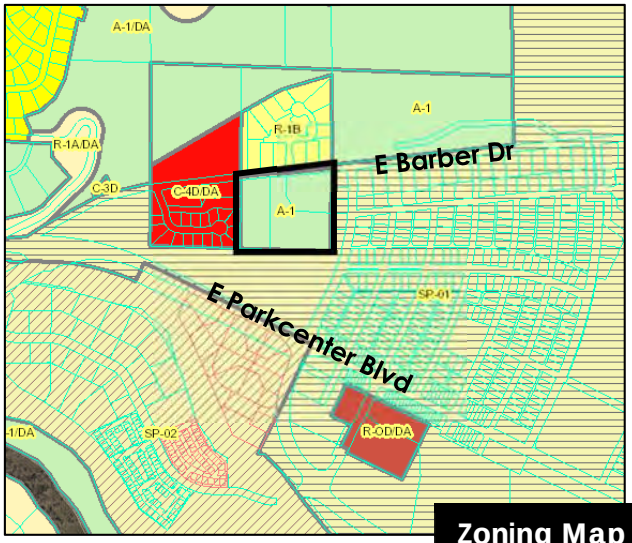
Rezone

The current zone (A-1) allows low density residential use (one unit/acre) and land uses that require larger areas such as parks, schools, golf courses, agriculture, etc. However, the subject site is designated "Commercial" in the Land Use Map of *Blueprint Boise* and is surrounded by mostly residential uses within the "Mixed Use", "Commercial", "Large Lot/Rural" and "Compact" designations.

With the Harris Ranch Specific Plan (SP-01) adjacent on two sides of the site, preserving the A-1 zone could result in an underutilization of the property since it is in such close proximity to available and planned amenities and services.



Land Use Map



Zoning Map

The "Commercial" designation allows a zone change to the requested R-2 zone, and would also allow A-1, A-2, R-1M, R-3, L-O, N-O, C-1, C-2, C-3, C-4, C-5 and PC. Although office or commercial zoning could be appropriate within the "Commercial" designation, the site is located away from the other planned office and commercial areas and with the existing residential uses, it would not lend itself to compatible development. The open land zones could be appropriate if other properties along this section of Warm Springs were not already developed and if it weren't in such close proximity to Harris Ranch development.

The remaining permissible zones are residential (R-2, R-3 and R-1M). The allowed uses within these zones are more suitable since residential development already exists to the north, east and west. The R-2 zone allows a maximum density of 14.5 units/acre versus an even higher density of R-1M (17 units/acre) or R-3 (43.5 units/acre). The inclusion of the Design Review Overlay is a common practice with any higher density zone to ensure site development is in compliance with the *Citywide Design Standards & Guidelines*. In this instance, the associated project is comprised exclusively of detached single-family homes. While single-family residential is exempt from Design Review, should the current project not materialize, the inclusion of the overlay would apply to any future proposal that included attached housing.

To further ensure compatibility, the applicant has included a development agreement with the rezone. It limits the property to single-family residential use, at a density not to exceed 5.4 units/acre as conceptually illustrated on the site plan included as part of the application package. Homes are also limited to two-stories.

Planned Unit Development

The project is comprised of 47 detached single family homes on lots ranging in size from approximately 2,300 to 10,000 square feet. The larger lots are located along the eastern property line. They are similar in width to the adjacent homes and the applicant is proposing an increased rear yard setback of 20' (15' required) to ensure an adequate transition is provided. A 50' wide wildlife corridor provides a significant buffer along the western property line. Roughly 1.5 acres in the southwest corner of the site is to be enhanced as wetlands. This is an extension of the riparian area on the adjacent parcel. The site sits significantly lower in elevation than Warm Springs Avenue along the northern boundary. This change in grade, combined with a 15' setback that includes detached sidewalk with street trees provides a good transition to the single family subdivision to the north.



(Setback Illustration)

Like the individual lots in both the Harris Ranch and Barber Valley Specific Plans, and the single family subdivisions immediately north and west of the site, the applicant has not designed a specific home for each lot. However, as is typical in most single family projects that include smaller lots and reduced setbacks, the applicant submitted a series of prototypes (photographs) to illustrate the style of architecture they propose. The examples provided are from other developments in the Barber Valley.

They include a mix of rear and front loaded homes, including examples where units front on open space, similar to that proposed in this development. These prototypes demonstrate dwellings in the project will be compatible with the neighborhood in terms of architectural style, bulk, mass, and orientation. To further illustrate how homes will be arranged and oriented on each lot, the applicant provided a color site plan showing driveway aprons, walkways and conceptual landscaping. The illustration demonstrates the residential prototypes provided can be accommodated on each lot, while still providing adequate room for variation in the footprint of each dwelling. Most significantly, it ensures a built project that is consistent with the greater Barber Valley and general policy guidance of the specific plans that promote a diverse mix of housing.

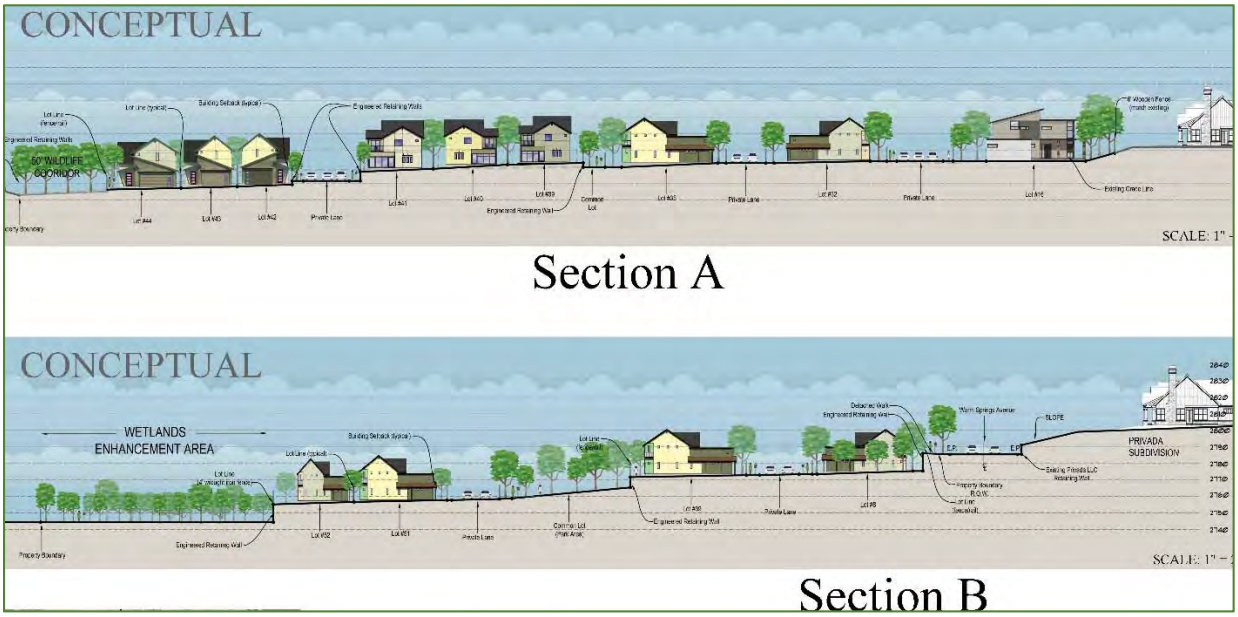


(Illustrative Site Plan)

An additional area of emphasis in the Barber Valley is the preservation of unique environmental features and open space, including wildlife corridors. *Policy BV-CNN 1.1 of Blueprint* promotes project designs that are "context sensitive". This was a significant flaw with the previous project. In denying the project, the applicant was encouraged to explore alternatives that preserved the relatively undisturbed riparian area in the southwest corner of the site. The current proposal is a dramatic improvement in this regard. Approximately 1.6 acres in the southwest corner of the site will be retained as a wetland area and an additional 0.6 acres along the western property line will be dedicated as a 50' wide wildlife corridor. These spaces will not simply be preserved. The applicant is proposing to enhance both areas with a combination of new plantings and existing trees that will be relocated from disturbed portions of the site.

Noxious weeds, junk and debris will be removed from both areas and the wetland will be re-graded to improve water flow/hydrology. While not required, the applicant included a preliminary analysis of the proposal by a hydrologist/environmental engineer. To ensure the maximum benefit and functionality of both the wetland area and wildlife corridor, a condition of approval requires final written approval of the grading and landscape plans by the Idaho Department of Fish and Game and Army Corps of Engineers prior to issuance of any construction permits.

The applicant also included a preliminary grading plan and cross sections to demonstrate the feasibility of the project and how it relates to surrounding properties in terms of topography. This level of detail is not typically provided at this stage in the development process for a subdivision outside the foothills. The grading plan was reviewed by Public Works Engineers and the Fire Department. They confirmed that from a technical perspective, the layout and grading of the project would meet their requirements. Beyond the technical review, the additional information demonstrates an appropriate transition will be provided between the project and all four boundaries. This level of detail provides more assurance the project will not significantly change as construction drawings are prepared.



(Conceptual Cross Sections)

The project includes a number of amenities, some to serve residents of the development, but others that will benefit the greater neighborhood. Residents will have access to raised community gardens and an outdoor picnic area with covered seating. The wildlife corridor and wetland will benefit the greater neighborhood. Both will be an enhancement to the quality and quantity of habitat in the Barber Valley. The corridor will allow wildlife to move more freely from the foothills to the north and river to the south. The restored wetland will provide new riparian habitat while allowing stormwater from the development to be treated before leaving the site.

Both areas will include a pedestrian pathway along the perimeter. This path will be accessible by residents of the entire valley at the project entrance and adjacent to the wildlife corridor. Pedestrian connectivity could be further enhanced with extensions to an existing path along the southern boundary, and the public sidewalk to the east. To date, the owners of the adjacent property have been unwilling to grant access for pedestrians. Given the significant benefit these connections could provide, a recommended condition of approval requires a pedestrian access easement be included at each location. This would facilitate the connections in the future should the property owners reach an agreement.



(Potential Pedestrian Connections)

A final consideration regarding pedestrian connectivity is an existing easement near the southwest corner of the site. The adjacent property includes an easement between two existing homes that could conceivably provide a connection. However, the Idaho Fish and Game Department is opposed to extending any pedestrian walkway across the corridor. Given their concerns, and the limited space between homes, the Planning Team is not recommending a connection in this location.

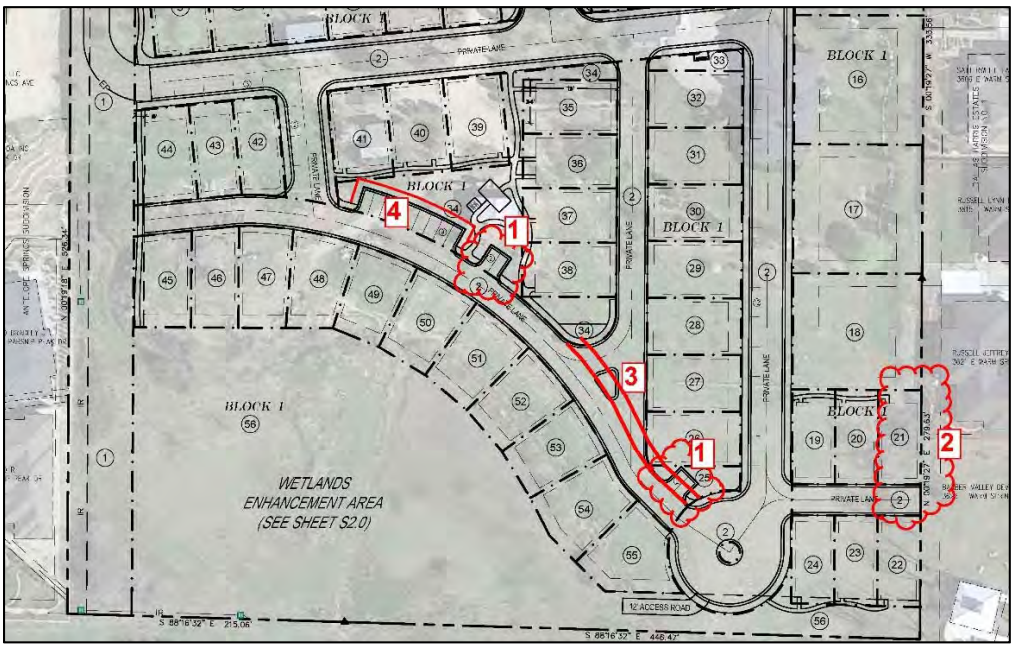
There are elements of the project that could be modified to reduce impacts on adjacent residents and improve safety within the development itself.

1. The guest parking could be consolidated into one continuous row of spaces, immediately adjacent to the central common lot. This will provide more space for community garden plots, and eliminate conflict points between pedestrians and automobiles.

2. A minimum setback of 15' should be provided between the home on Lot 21, Block 1 and the project boundary. Similarly, a minimum setback of 10' should be provided from the end of the private lane. This would provide a comparable setback to the adjacent residence and allow for additional landscape buffer.

3. The intersection adjacent to the common lot could be improved to better delineate pedestrian circulation. While the volume of automobile traffic will be minimal, the odd angle of the intersection creates an expanse of paving for pedestrians to cross. Changes in elevation, paving materials and/or color would better define a pedestrian route.

4. A walkway could be provided in the common lot adjacent to the parking spaces. This would provide a more continuous sidewalk network from east to west through the project and prevent pedestrians from walking behind parked cars.



(Recommended Conditions)

With the changes recommended above, and the conditions required by other public agencies, the Planning Team finds the applications consistent with the approval criteria detailed below. This includes the policy guidance of *Blueprint Boise*, and by reference, both the Harris Ranch and Barber Valley Specific Plans (SP-01 and SP-02).

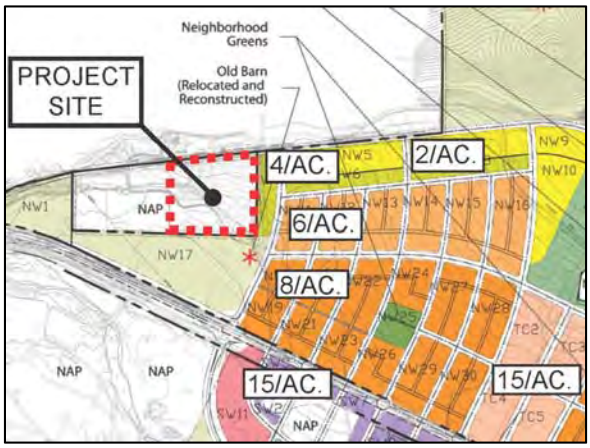
***

8. Approval Criteria

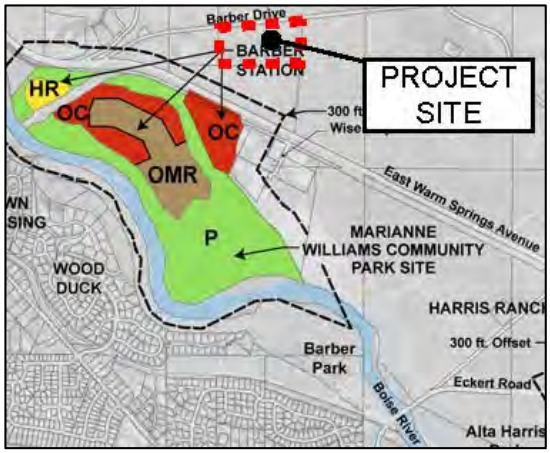
Rezone: Section 11-03-04.3(7)(c)

i. Is in compliance with the Comprehensive Plan.

The rezone complies with the guidance of *Blueprint Boise*. The property is identified for "significant new development/redevelopment", and designated "Commercial" on the land use map. Thus, a rezone from A-1 (Open Land), to a more intense district is reasonable. *Policy BV-CNN 3.1* indicates properties outside the Harris Ranch and Barber Valley Specific Plan areas should use those plans for policy guidance. Neither plan specifies either directly, or indirectly, the appropriate density for the subject property (or any other parcels outside their boundaries). However, as illustrated below, the plans generally promote mixed-use and higher density residential along Parkcenter Boulevard to the south, with a transition to lower density in the foothills.



(Harris Ranch / SP-01 Land Use Map)



(Barber Valley / SP-02 Land Use Map)

The closest portions of Harris Ranch are designated between 4 and 8 units/acre. While further removed from the project site, the closest portions of Barber Valley are classified as Mixed-Use (OC), which envisions residential development at 6-18 units/acre.

The proposed R-2 (Medium Density Residential) zone is permissible given the Commercial Land Use Designation. However, it allows up to 14.5 dwelling units/acre. Without careful attention to design, this density could be problematic in this location as it is a significant increase from immediately adjacent properties. This concern has been addressed with the attached development agreement that limits density to 5.4 units/acre, and allows only single-family residential uses as illustrated in the site plan included in the conditional use application. The agreement not only limits density, it ensures an appropriate transition to adjoining properties in terms of lot size. This is discussed further in the PUD approval criteria below.

Goal NAC 7 and Principle NAC7.1 promote a diverse mix of housing, both in terms of product type, and cost. *Goal NAC 3* encourages the preservation and enhancement of established neighborhood character. The rezone will promote even further housing diversity in the Barber Valley, and the development agreement will ensure the character of the neighborhood is maintained. This is consistent with the policy guidance of both SP-01 and SP-02. The following are excerpts from the vision statement for Harris Ranch:

Harris Ranch neighborhoods are compact, pedestrian-friendly and mixed use.

Within Harris Ranch neighborhoods, a broad range of housing types and price levels will bring people of diverse ages, gender and incomes into daily interaction.

Goals BV-CCN 1 and *CCN 2* support development that preserves wildlife habitat and connectivity, open space and context-sensitive recreational opportunities. *Principles GDP-N.2, N.8 and N.10* encourage open space amenities and clustered development to preserve natural features. Compliance with these key policies is ensured by the development agreement attached to the rezone. These features are discussed in detail under the PUD criteria.

ii. Is in the best interests of the public convenience and general welfare.

The rezone is in the best interest of the public. The property is currently zoned A-1 (Open Land), with a maximum residential density of one unit per acre. This is not an appropriate zone for a property in an urban setting where services, infrastructure and amenities are readily available. There have been sizeable investments in terms of amenities and infrastructure in the Barber Valley. The change in zoning will accommodate additional residents that can take advantage of these services. This is more beneficial to the general population than if the same residents were forced to outlying areas of the community.

iii. Maintains and preserves compatibility of surrounding zoning and development.

The development agreement included with the rezone ensures any use of the property will remain compatible with the surrounding neighborhood. The agreement limits the site to a subdivision comprised of detached single-family homes, not to exceed 5.4 units/acre, as conceptually illustrated on the site plan submitted as part of the conditional use permit. While not identical, the density and layout is not a substantial departure from immediately adjacent projects. It is quite similar to other single family subdivisions in the Barber Valley.

Planned Unit Development: Section 11-03-04.7.C(7)

a. The location is compatible to other uses in the general neighborhood;

The project is compatible with the surrounding neighborhood. It is a single family residential subdivision that is surrounded primarily by other single family homes.

The greater neighborhood is a diverse mix of uses, including multi-family residential and commercial development. Compatibility is further ensured by the project design. Larger lots with increased setbacks are proposed along the eastern property line. A riparian area and wildlife corridor wrap the southern and western boundaries of the project. Finally, along Warm Springs Avenue, the combination of right-of-way, a significant change in elevation, and landscaping effectively separate the project from the subdivision to the north.

While the project is not identical to immediately adjacent development, there is no evidence to suggest the proposed single family subdivision is incompatible with the subdivisions abutting the site.

b. The proposed use will not place an undue burden on transportation and other public facilities in the vicinity;

Correspondence received from commenting agencies indicate the proposed use will not place an undue burden on transportation or other public services. The Ada County Highway District (ACHD) staff approved the project on December 14, 2017. They estimated the project will generate approximately 437 additional vehicle trips per day, with 46 during the PM peak hour. They confirmed the roadways impacted by the project will continue to operate at an acceptable level of service.

The Public Works Department reviewed the project and provided conditions to ensure compliance with their requirements. Most notable was a review of the grading and drainage by Jason Taylor, Staff Engineer, dated December 15, 2017. While not required, the applicant provided a preliminary grading plan. Public Works review confirms the project can be constructed without significant changes to the layout and design. They included conditions requiring additional engineering be provided prior to issuance of construction permits on Lots 41-55. This will ensure adverse conditions associated with slope stability, groundwater, and erosion do not arise in the wetland area.

The Fire Department approved the project on December 22, 2017. In addition to standard requirements, they included conditions to ensure compliance with the Wildland Urban Interface standards, and a modification to the entry road. It will need to be reduced from 10 to 2 percent. The Planning Team reviewed this change with Public Works who confirmed it would not require significant changes to project layout.

In email correspondence dated December 18, 2017, the Idaho Department of Fish and Game indicated their comments on the original proposal (dated April 26, 2017) should apply to the current project. They included a series of recommendations regarding fencing and literature that should be provided to future homeowners. Their recommendations are reflected in the attached conditions of approval.

As demonstrated in the attached comments, no public agency has voiced opposition to this request. The requirements of each have been included as conditions of approval.

c. The site is large enough to accommodate the proposed use and all yards, open spaces, pathways, walls, fences, parking, loading, landscaping, and such other features as are required by this Code;

The site is large enough to accommodate the proposed use and all required elements of a planned residential development. The density does not exceed the limitations of the underlying zone and all height and setback standards have been met. The density of the development, capped by the development agreement, is approximately 5.4 units/acre, where 14.5/acre is allowed in the R-2 zone. The agreement also limits homes in the project to two-stories, and no more than 35' tall.

Each single family home will be provided with a minimum of two parking spaces within an enclosed garage. Approximately 38 guest parking spaces, while not required, will be available in driveway aprons to the larger lots along the eastern property line, surface spaces adjacent to the common lot, and along portions of the private street.

A minimum of two amenities are required in the project. The applicant is proposing a series of raised community garden planters along with a covered seating area and bike parking. These features will serve residents of the development. A natural path is also proposed adjacent to the proposed wildlife corridor and wetland enhancement area. Conditions of approval require this path remain accessible to the general public and that easements be provided for potential future connections to the south, and southeast.

d. The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity;

With the attached conditions of approval, the project will not adversely affect other property in the vicinity. The development is comprised exclusively of detached single-family homes similar to existing homes in the neighborhood. There is no evidence to suggest the proposed homes will negatively impact others in the area. The project does not include street connections that will route the minimal traffic generated directly onto any local streets.

The project layout and design mitigates the impacts associated with development of the site. The closest adjacent homes are located along the eastern property line where four single family homes abut the development. The applicant is proposing four homes on larger lots with an increased rear-yard setback of 20' along the majority of this boundary. The exception is Lot 21, Block 1, where a 3' side-yard setback is proposed. A recommended condition of approval requires this lot to be relocated interior to the project and a minimum 15' setback be provided.

The wildlife corridor, wetland enhancement area, and Wildland Urban Interface (WUI) setback provide significant buffers to the south and west. Finally, along the northern property line, the applicant is proposing rear/alley-loaded homes with finish floors significantly lower than the right-of-way along Warm Springs. This change in elevation, combined with a detached sidewalk, and street trees provide substantial buffering.

e. The proposed use is in compliance with the Comprehensive Plan.

The project is consistent with both general elements of Blueprint Boise and those specific to the Barber Valley. From a general use perspective, the Plan promotes an integrated mix of housing, with variation in density, product type, and price. It also encourages the preservation of neighborhood character *(NAC 3, NAC 3.1, NAC 7, NAC 7.1, & GDP N.3).* The layout and lot sizes in the project are not identical to surrounding subdivisions. Such a design solution is not encouraged by *Blueprint Boise* or the referenced Specific Plans. The project will add to the diversity of housing in the area without negatively impacting neighborhood character. There has been significant public investment in the Barber Valley in recent years. This includes a new fire station, school, park, roads, bridges, and pathways. Like surrounding homeowners, residents of the new development will be able to utilize these public amenities.

The proposal is also consistent with the design guidance included in *Blueprint*. The Plan encourages connectivity and an integrated network of open space *(GDP N.1 & GDP N.2).* It also promotes clustered development as a way to preserve natural features, environmentally sensitive areas and wildlife habitat *(GDP N.8, GDP N.10, SHCC 12, & SHCC 12.1).* The project design reflects these concepts. The proposed homes are concentrated on the northeast portion of the site, allowing a wetland area and wildlife corridor to be preserved and enhanced on the southern and western boundaries of the site. A pathway proposed adjacent to these natural areas will serve as an amenity to the entire neighborhood. From a connectivity perspective, there is an opportunity to tie into a greater path network. While the adjacent owner has not agreed to the connections at this time, a condition of approval will allow for it to occur in the future. Many of these city-wide ideals are reflected in policies specific to the Barber Valley where an emphasis is placed on context sensitive development, wildlife and open space protection, and trail connections/diversity *(BV-CNN 1.1, BV-CCN 2.1, BV-CNN 3.3), BV-C2.3, & BV-C 2.4).*

Goal BV-CNN 3.1 encourages properties outside the Harris Ranch and Barber Valley Specific Plan areas to use those adopted plans as a policy basis for additional development throughout the Barber Valley Planning Area. Neither plan provides direction for the appropriate use of the subject property, nor do they establish any sort of limit on residential density, or dictate lot size. In general, both plans are focused on environmental stewardship, connectivity, and the principles of New Urbanism. Both also promote diversity in housing, both in product type and price levels. The proposed development has been designed based on these concepts.

The majority of homes are alley/rear-loaded, and many front on open space. This design treatment can be seen throughout the Barber Valley, in both Specific Plans.

Both Specific Plans include a concentrated development pattern that allows for the preservation of unique features and habitat and incorporation of useable open space. The proposed development has been designed in this fashion. Approximately 2.8 acres, or 32% of the overall site has been preserved as open space, the majority of which is located in the wetland enhancement area and wildlife corridor. This exceeds the open space included in the immediately adjacent subdivisions that were also not part of the Specific Plans. Privada Estates to the north includes roughly 27% open space, while Antelope Springs to the west includes only 15%. Cumulatively, these three projects provide a good transition from the higher density development along Parkcenter Boulevard to the south and the Boise Foothills to the north. This is consistent with the larger planning effort in the valley.

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9. Recommended Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received **November 28, 2017**, except as expressly modified by the following conditions.

2. **Planned Unit Development**

   a. With the exception of Lots 21 and 22, Block 1, the minimum setbacks shall be as illustrated on the Detailed PUD Site Plan (Sheet 2.0).

   b. Lot 21, Block 1 shall be removed or relocated without expanding the footprint of buildable area in the project. A minimum building setback of 15' shall be provided between Lot 20, Block 1 and the eastern project boundary. A minimum setback of 10' shall be provided at the end of the private lane.

   c. A minimum building setback of 5' shall be provided between Lot 22, Block 1 and the eastern project boundary.

   d. Each home shall have a minimum two parking spaces within an enclosed garage.

   e. The design of the homes shall be generally consistent with the prototypes included in the application materials.

   f. The internal streets, sidewalks, and natural path shall all remain accessible to the general public.

g. The 50' wildlife corridor shall remain unfenced along both the northern and southern property lines.

h. A minimum 10' wide opening in the perimeter fence shall be provided at the southeast corner of the site.

i. To accommodate future connectivity, a minimum 10' wide pedestrian access easement shall be located in the southeast corner of the site. An additional 10' easement, located approximately 100' from the western boundary shall also be provided. In the event an agreement to grant cross access for pedestrians is reached with the adjoining owner, pathway connections shall be installed in each location. These easements shall be delineated on the final plat.

j. Final written approval of the landscape and fencing plans by the Idaho Department of Fish and Game is required prior to issuance of any construction permits. Contact Krista Biorn, Regional Wildlife Biologist, at (208) 334-2115 for additional information.

k. Prior to submittal of any construction permits, provide the Planning Department with a copy of the 404 permit application filed with the Army Corps of Engineers. The Corps of Engineers permit and associated mitigation plan shall be approved by the Corps prior to issuance of building permits on lots 45-55, Block 1. Contact Eric Gerke at (208) 433-4462 or Greg Martinez at (208) 433-4465 for additional information

l. The parking proposed adjacent to the common areas shall be combined into one uninterrupted row of perpendicular spaces. A minimum of two additional community garden boxes shall replace the parking removed from Lot 25.

m. A continuous sidewalk shall be provided on the north side of the parking spaces located in the common lot.

n. The sidewalk proposed on Lot 25 shall be extended to the perimeter of the lot (northwest corner).

o. A crosswalk delineated by a change in grade, paving material, texture, and/or color, shall be provided between Lots 25 and 34.

p. A picnic table and benches shall be provided in conjunction with the proposed trellis. The fixtures shall be large enough to accommodate small group gatherings.

q. Existing trees shall be retained and protected, or relocated, as indicated on the Tree Mitigation plan included in the application materials.

r. The applicant shall work with the Harris Ranch Wildlife Mitigation Association to provide new homeowners with information regarding wildlife in the area, trail closure dates, and any areas off limits to human activity.

s. Upon approval of the rezone, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

t. Within one year of the date City Council approves the rezone, the Development Agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the Development Agreement within the one-year time frame shall automatically render approval of this modification null and void.

3. **Subdivision**

a. Comply with the conditions of approval of PUD17-00029 and SUB17-00052.

b. Language regarding the availability of the Harris Ranch/Brighton Transit Management Associate ride sharing program shall be made available to residents through the CC&R's.

c. A note shall be placed on the face of the Final Plat stating: *"The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD17-00029."*

d. A note on the face of the Final Plat shall designate that any Common Lots shall be owned and maintained by the Barber Hill Vistas Subdivision Homeowner's Association. These lots cannot be developed for residential purposes in the future. The common lots shall be designated by Lot and Block.

e. The Mylar shall include the following endorsements or certifications (*I.C. Title 50, Chapter 13*):
   i. Signatures of owners or dedicators,
   ii. Certificate of the Surveyor,
   iii. Certificate of the Central District Health Department,
   iv. Acceptance of the Commissioners of the Ada County Highway District,
   v. Certificate of the Boise City Engineer,
   vi. Approval of the Boise City Council,
   vii. Certificate of the Ada County Surveyor, and
   viii. Signature of the Ada County Treasurer.

f. The name, **Barber Hill Vistas Subdivision**, is reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Engineer, the new name to the Department of Planning and Development Services and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

g. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat (*B.C.C. 11-09-03.4E*).

h. A letter of acceptance for water service from the utility providing same is required (*B.C.C. 11-09-04.3*).

i. Developer shall provide utility easements as required by the public utility providing service (*B.C.C. 11-09-04.12*).

j. Developer shall provide a letter from the United States Postal Service stating, "The Developer and/or Owner has received approval for location of mailboxes by the United States Postal Service."

   Contact: Postmaster
   770 S. 13th Street
   Boise, ID 83708-0100
   Phone: (208) 433-4301

k. The developer shall make arrangements to comply with all requirements of the Boise City Fire Department and verify in one of the following ways:

   i. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied,
      OR
   ii. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

l. Covenants, homeowners' association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R's, no building permit shall be accepted until a copy of the recorded CC&R's has been submitted to the Boise City Attorney.

m. Prior to the City Engineer's Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan conforming to the requirements *B.C.C. 8-17*, is to be submitted to the Director of Planning and Development Services for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

n. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

o. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:

   i. Signatures of owners or dedicators,
   ii. Certificate of the Surveyor,
   iii. Certificate of the Central District Health Department,
   iv. Acceptance of the Commissioners of the Ada County Highway District.

p. Developer shall comply with *B.C.C. 11-03-04.4* which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

   i. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least twenty working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   ii. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

   iii. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer's signature. If the Final Plat is not recorded within the one-year time frame it shall be deemed null and void.

q. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of *B.C.C. 11-09-04.1* of the Boise Development Code.

r. An individual who has attended the Boise City Responsible Person (RP) certification class, or has obtained Interim Certification for Responsible Person is not identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City.

Agency Requirements

4. Compliance with the comments from the following agencies:

   a. Ada County Highway District (**December 14, 2017**)
   b. Idaho Fish & Game (**April 26, 2017**)
   c. Independent School District of Boise City #1 (**December 21, 2017**)
   d. Central District Health Department (**December 19, 2017**)
   e. Boise City Fire Department (**December 22, 2017**)
   f. Valley Regional Transit **(December 20, 2017)**

5. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

   Sewer & Pressure Irrigation – **December 8, 2017**
   Street Lights – **December 5, 2017**
   Solid Waste – **December 5, 2017**
   Grading & Drainage-**December 15, 2017**

   Contact BCPW at 208-608-7150 for specific comments or questions. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval. All requirements of the BCPW shall be completed or bonded for prior to submittal of a Final Plat for the signature of the Boise City Engineer.

Standard Conditions of Approval

6. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

7. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.

8. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

9. In compliance with Title 9, Chapter 16, Boise City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling 208-608-7700. Species shall be selected from the Boise City Tree Selection Guide.

10. Deciduous trees shall be not less than 2" to 2 1/2" inch caliper size at the time of planting, evergreen trees 5' to 6' in height, and shrubs 1 to 5 gallons, as approved by staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.

11. Any outside lighting shall be reflected away from adjacent property and streets. The illumination level of all light fixtures shall not exceed two (2) footcandles as measured one (1) foot above the ground at property lines shared with residentially zoned or used parcels.

12. Vision Triangles, as defined under Section 11-012-03 of the Boise City Code, shall remain clear of sight obstructions.

13. Utility services shall be installed underground.

14. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid and submitted to the Building Department on the 2nd floor of City Hall. For additional information, please call (208) 608-7100.

15. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

16. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or his authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.

17. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.

18. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.

19. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

20. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

21. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.

22. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 am to 7:00 pm Monday through Friday and 8:00 am to 6:00 pm on Saturday and Sunday. Any activity that constitutes excessive noise as defined by Boise City Code must occur in the stated construction hours. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.

SLN PLANNING

RESIDENTIAL & COMMERCIAL LAND USE PLANNING, CONSULTING, ENTITLEMENTS, DUE DILIGENCE
1589 N. Estancia ◆ Eagle, Idaho 83616 ◆ 208.794-3013 ◆ shawn@slnplanning.com

November 28, 2017

Boise City Planning & Development Services
150 N. Capitol Blvd
Boise, Idaho 83701

Dear Development Services:

RE: Barber Hill Vistas Subdivision Rezone, PUD & Preliminary Plat

As representative for BHV, LLC, please accept this application for a rezone, planned unit development and preliminary plat for Barber Hill Vistas Subdivision, a single-family residential development located at 3555 E. Warm Springs Avenue in the Barber Valley area of Boise. The requested zoning designation of R-2-DA (Medium Density Residential w/Development Agreement) will allow the 8.65-acre property to develop as single family residential consisting of 47 homes with a density of 5.43 du/acre. The planned unit development request will allow the property to be constructed with specific design standards, private roads and amenities unique to a single-family residential project. This letter is included with the appropriate land use applications, together with filing fees and various exhibits.

The property is in an area of the Barber Valley that has a Comprehensive Plan designation of Commercial, and is surrounded by existing and currently developing residential projects, with open space located to the south. A previous application on this property consisting of a 125 unit, 14.45 du/acre multi-family project was recently denied by City Council. The applicant has re-evaluated the project, including working with Planning Staff and neighboring property owners and the Barber Valley Neighborhood Association (BVNA), in an effort to redesign the project with the input and support of those that previously opposed the original project. In addition to numerous meetings and feedback from staff, neighborhood and BVNA meetings were held on the following dates:

- September 12, 2017 – BVNA Board Meeting
- September 18, 2017 – Neighborhood Meeting
- September 25, 2017 – Official Neighborhood Meeting
- October 19, 2017 – Neighborhood Meeting
- November 9, 2017 – BVNA Community Meeting

The current development application and preliminary plat will consist of 47 single-family detached residential dwellings, on individual lots, and will include standard single-family dwellings (4 total) and patio homes (43 total). Access will be provided to the development

through a private roadway system consisting of drives and alleys that will provide frontage and access to each of the building lots. The site layout has been reviewed, and is supported by the Boise City Fire Department. The main entrance and emergency fire access comes from E. Warm Springs Avenue. The site plan and roadway concept, including alley access and lot frontages onto common areas and double fronted lots, are consistent with neighboring developments in the Barber Valley.

A rezone and development agreement has been submitted with the application request to change the zoning designation of the 8.65-acre property from the current A-1 zone to an R-2-DA zone that is consistent with Blueprint Boise and the current Land Use Map designating the property as Commercial. Although the residential density proposed is more compatible with an R-1C zoning designation (8 unit/acre maximum density), the R-2 zone is being requested in order to be in compliance with the Commercial Land Use Category section of the Comprehensive Plan. The accompanying development agreement will limit the density on the property to the proposed 5.43 du/acre as indicated on the submitted site plan and preliminary plat.

As part of the planned unit development that has been submitted with the application, this project meets the purpose statement of a PUD by preserving natural features and providing open space and amenities not found in traditional subdivisions. The features and amenities Barber Hill Vistas is providing includes a 50' wide wildlife corridor along the western boundary of the property, together with a complete enhancement of the existing wetlands area that is located in the southwestern portion of the property. Through the incentives granted to the developer for the creative design of this project, the applicant will be utilizing the following allowances*:

- Reduction of minimum dimensional standards in the proposed zoning district, including minimum lot sizes, widths, and street frontages.
- The use of private streets, designed and constructed to the standards of the Code.
- Reduced front, rear and side building setbacks.

*See submitted site plan and preliminary plat for specific allowance locations.

In addition to the natural features and preservation proposed, the applicant has provided additional amenities to the development including pathways, open space, community gardens, covered patio structure and bike parking. The subdivision has also included 13 off-street guest parking spaces in addition to the on-street parking provided throughout the development. Each residential lot will have an enclosed garage.

Although the project is located outside of the Barber Valley and Harris Ranch Planning Areas, great emphasis has been given to the neighboring community. Home styles will be similar to the architecture found in the Barber Valley. An exhibit of existing homes in the area has been included with the application to demonstrate some of the building features that will be common in the homes within Barber Hill Vistas.

In addition to the hours spent with staff and the neighbors, the applicant has been working with other agencies and groups including the Boise Fire Department, ACHD, Army Corp of

Engineers (for wetlands), Idaho Fish & Game (wildlife corridor), and local wildlife organizations, with comments and concerns being incorporated into the submitted application.

The applicant believes that this development meets the intent of Blueprint Boise along with the vision of the Barber Valley, by providing a quality development that provides for unique housing styles, and thus, more living options to an immediate area of predominately large single-family dwellings. The community will be marketed towards the active lifestyle homeowner, seeking a location adjacent to endless activities including biking, greenbelt and foothills access, close proximity to Lucky Peak and Highway 21 activities, as well as being walkable to existing and future Harris Ranch and Barber Valley commercial and recreational activities. The applicant has taken into consideration the previous actions and guidance from City Council, City Staff and the surrounding neighbors and has submitted a truly wonderful development that should be a welcome addition to the Barber Valley and City of Boise.

Thank you for your consideration. Please contact me if you should have any further questions.

Sincerely,

Shawn L. Nickel
Land Planning & Entitlement Consultant

Barber Hill Vistas

Created and Developed by: **BHV, LLC**

Neighborhood Outreach Timeline

November 27, 2017

125 Multi-Family Unit Plat

- 14.45 Dwelling Units Per Acre
- Denial from Boise City on August 29, 2017
  - Inconsistent with Comprehensive Plan
  - Not Compatible with Surrounding Neighborhoods
  - Did Not Preserve View Corridors, Open Spaces and Wetlands

82 Multi-Family Unit Plat

- 9.5 Dwelling Units Per Acre
- 09-08-17 Initial Revised Concept
- Reviewed in 09-12-17 Unofficial Neighborhood Meeting

79 & 81 Multi-Family Unit Plats

- 9.1 - 9.3 Dwelling Units Per Acre
- 09-15-17 Concept Plats with Apartment, Patio Homes and Single-Family vs Apartments Townhomes and Patio Homes
- Reviewed in 09-18-17 Unofficial Neighborhood Meeting

76 & 80 Multi-Family Unit Plats

- 8.78 – 9.24 Dwelling Units Per Acre
- 09-19-17 Concept Plats with Apartment, Patio Homes and Single-Family

73 Multi-Family Unit Plat

- 8.4 Dwelling Units Per Acre
- 09-20-17 Concept Plat with Apartments, Townhomes, Patio Homes and Single-Family

70 Unit Plat

- 8 Dwelling Units Per Acre
- 09-25-17 Concept Plat with Townhomes, Patio Homes and Single-Family
- Reviewed in 09-25-17 Official Neighborhood Meeting

56 Unit Plat

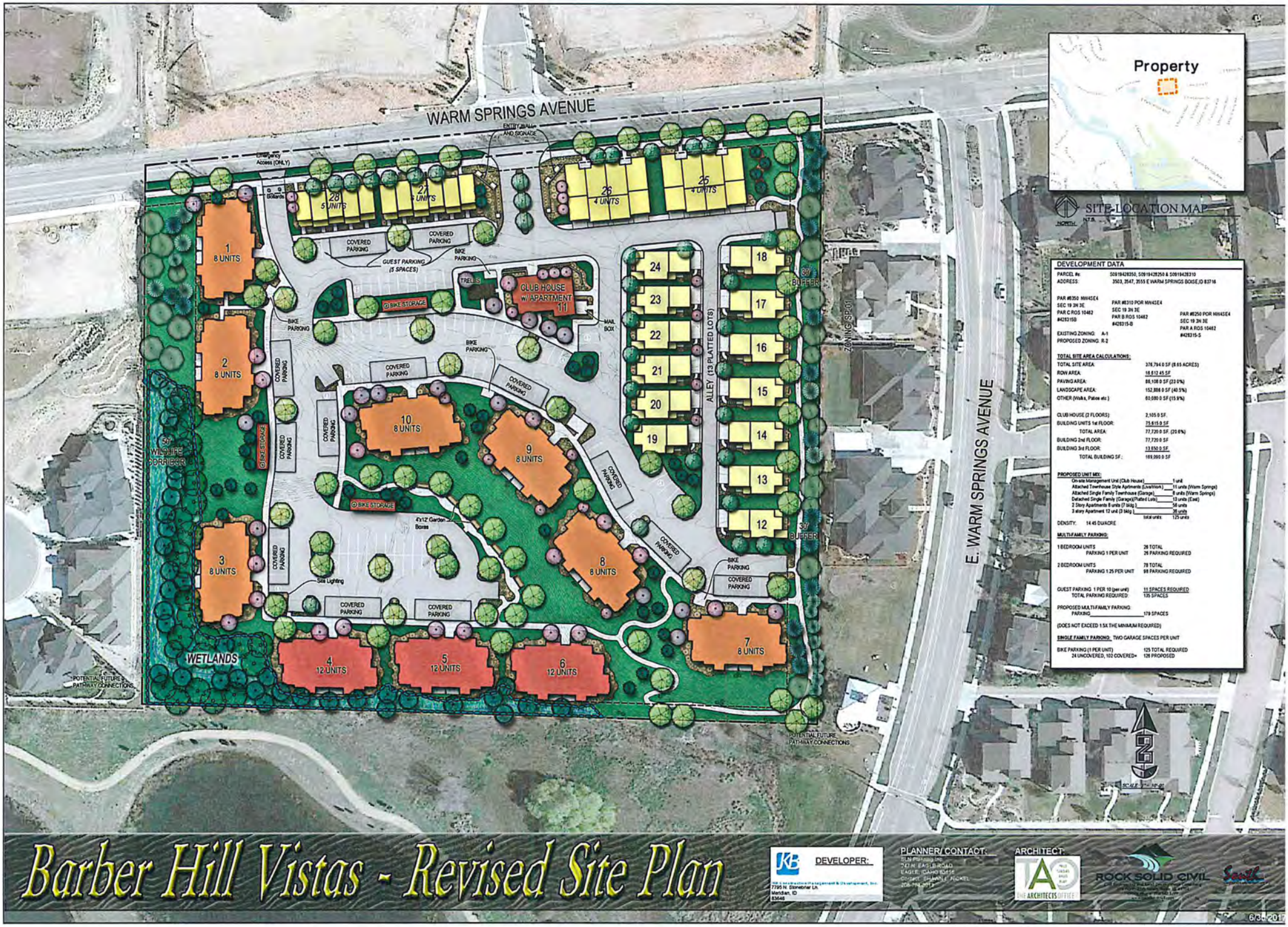
- 6.47 Dwelling Units Per Acre
- 10-16-17 Concept Plat with Patio Homes and Single-Family
- Reviewed in 10-19-17 Unofficial Neighborhood Meeting

55 Unit Plat

- 6.37 Dwelling Units Per Acre
- 11-02-17 Concept Plat with Patio Homes and Single-Family
- Reviewed in 11-09-17 Unofficial Neighborhood Meeting

47 Unit Plat

- 5.43 Dwelling Units Per Acre
- 11-19-17 Preliminary Plat with Patio Homes and Single-Family
- Eliminated 8 Lots and Increased Lot Sizes Following Neighborhood Meeting on November 9th



DEVELOPMENT DATA

PARCEL #s: S0919428350, S0919428250 & S0919428310
ADDRESS: 3503, 3547, 3555 E WARM SPRINGS BOISE,ID 83716

PAR #8350 NW4SE4
SEC 19 3N 3E
PAR C ROS 10462
#428315D

PAR #8310 POR NW4SE4
SEC 19 3N 3E
PAR B ROS 10462
#428315-B

PAR #8250 POR NW4SE4
SEC 19 3N 3E
PAR A ROS 10462
#428315-S

EXISTING ZONING: A-1
PROPOSED ZONING: R-2

TOTAL SITE AREA CALCULATIONS:

TOTAL SITE AREA:	376,794.0 SF (8.65 ACRES)
ROW AREA:	16,812.45 SF
PAVING AREA:	86,108.0 SF (23.0%)
LANDSCAPE AREA:	152,886.0 SF (40.5%)
OTHER (Walks, Patios etc.)	60,080.0 SF (15.9%)
CLUB HOUSE (2 FLOORS):	2,105.0 SF.
BUILDING UNITS 1st FLOOR:	75,615.0 SF
TOTAL AREA:	77,720.0 SF. (20.6%)
BUILDING 2nd FLOOR:	77,720.0 SF
BUILDING 3rd FLOOR:	13,650.0 SF.
TOTAL BUILDING SF.:	169,090.0 SF

PROPOSED UNIT MIX:

On-site Management Unit (Club House)	1 unit
Attached Townhouse Style Apartments (Live/Work)	11 units (Warm Springs)
Attached Single Family Townhouse (Garage)	8 units (Warm Springs)
Detached Single Family (Garage)(Platted Lots)	13 units (East)
2 Story Apartments 8 units (7 bldg.)	56 units
3 story Apartment 12 unit (3 bldg.)	36 units
total units:	125 units

DENSITY: 14.45 DU/ACRE

MULTI-FAMILY PARKING:

1 BEDROOM UNITS PARKING 1 PER UNIT	26 TOTAL 26 PARKING REQUIRED
2 BEDROOM UNITS PARKING 1.25 PER UNIT	78 TOTAL 98 PARKING REQUIRED
GUEST PARKING 1 PER 10 (per unit) TOTAL PARKING REQUIRED:	11 SPACES REQUIRED 135 SPACES
PROPOSED MULTI-FAMILY PARKING: PARKING	179 SPACES

(DOES NOT EXCEED 1.5X THE MIN/MUM REQUIRED)

SINGLE FAMILY PARKING: TWO GARAGE SPACES PER UNIT

BIKE PARKING (1 PER UNIT) 24 UNCOVERED, 102 COVERED+	125 TOTAL REQUIRED 126 PROPOSED

Barber Hill Vistas - Revised Site Plan

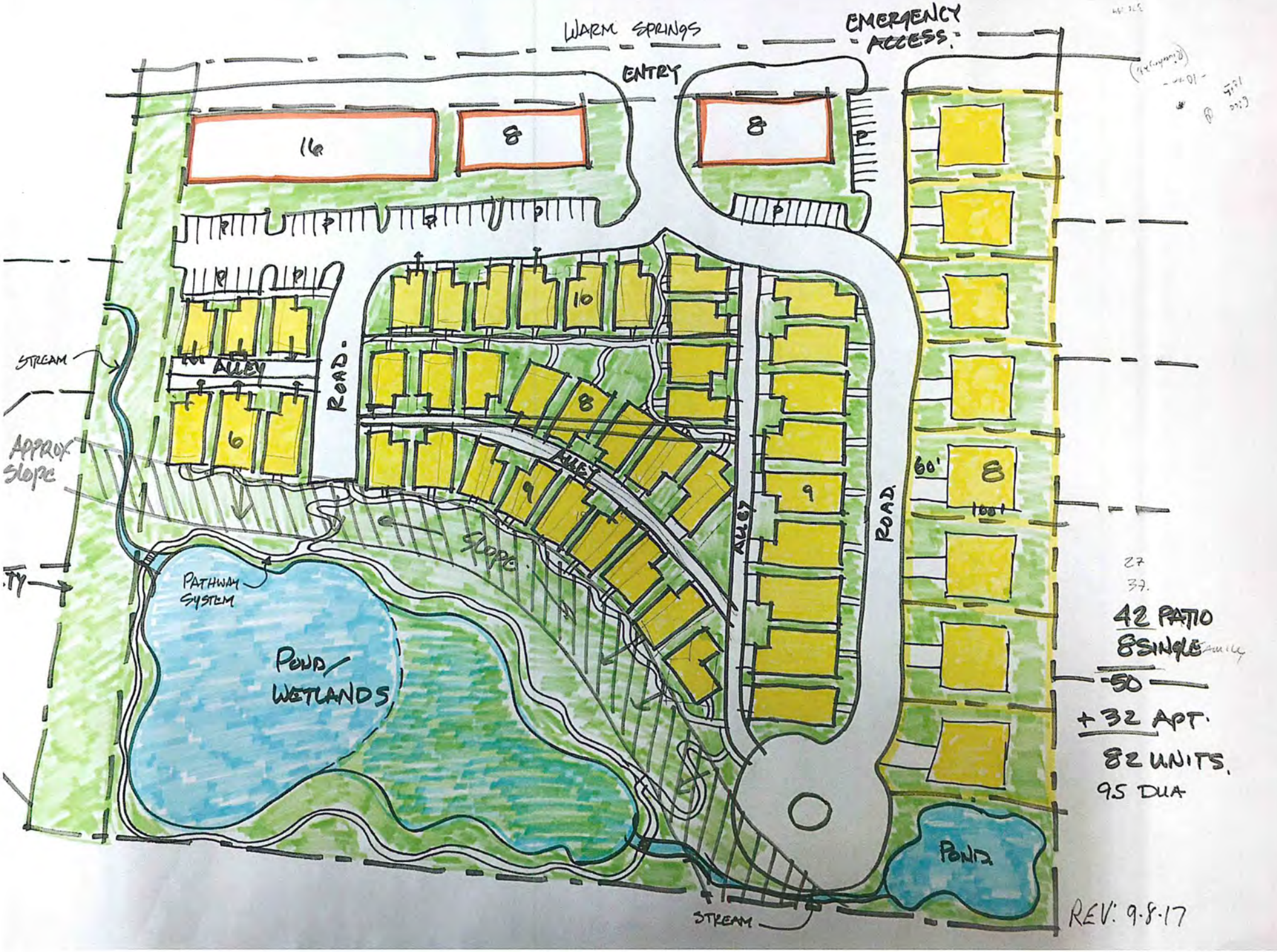
DEVELOPER:
7795 N. Stoneriver Ln.
Meridian, ID
83646

PLANNER/ CONTACT:

ARCHITECT:
TAO THE ARCHITECTS OFFICE

ROCK SOLID CIVIL

6/30/2017


WARM SPRINGS
EMERGENCY ACCESS
ENTRY
16
8
8
P
10
8
9
6
ALLEY
ROAD
STREAM
APPROX SLOPE
SLOPE
PATHWAY SYSTEM
POND/ WETLANDS
60'
100'
42 PATIO & SINGLE FAMILY
50
+32 APT.
82 UNITS.
9.5 DUA
POND
STREAM
REV: 9-8-17

SHERBURNE - MARRS
designers • builders

Timeless design. Uncompromising integrity.

Barber Hill Vistas
Neighborhood Community Meeting

September 18, 2017

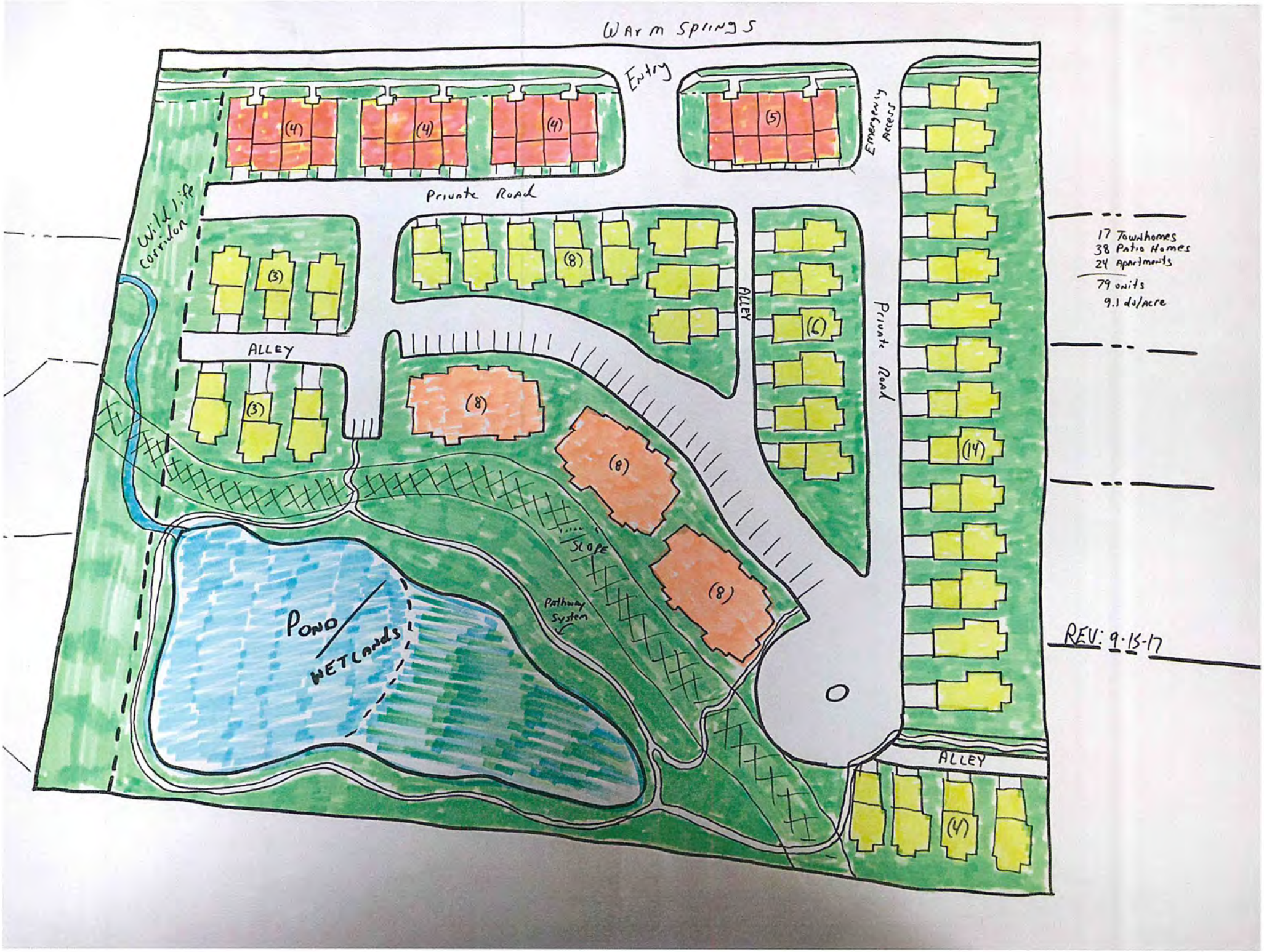
Neighborhood, P & Z Commission & City Council Concerns on Prior Proposals:

- Number of Dwelling Units at 125 Units
  - 14.45 Dwelling Units Per Acre
- Number of Apartments at 103 Units
  - Apartment to Single-Family Ratio at 80% Apartments and 20% Single-Family
  - Height of 3 Story Apartments
- Amount of Surface Parking
  - Locations of Parking Spaces
  - 21 Units with Garage Parking at 31%, 103 Units with Surface Parking at 69%
- Traffic Impact with 125 Units
- Wildlife Corridor
- Wetland Conservation
  - High Ground Water in Low South End

Proposed Developer Team Solutions:

- Reduced Dwelling Units by 35%-37%
  - 9.1 to 9.3 Dwelling Units Per Acre
- Redesigned Community to Compliment Neighboring Projects and Topography of the Property
  - Reduced Height and Located Apartments (See Cross-Sections)
  - Location of Units to Enhance Topography
  - Single-Family Home Adjacent to Single-Family Homes to the East
  - Single-Family Patio Homes Contiguous with 50' Wildlife Corridor Adjacent to the Single-Family Home to the West
- Reduced Number of Apartments
  - Apartment to Single Family Ratio to 30%-40% Apartments and 60%-70% Single-Family
- Reduced Surface Parking
  - 49 and 55 Units with Garage Parking at 60% -70%, 24-32 Units with Surface Parking at 30%-40%
  - Relocated Parking Spaces
- Reduced Traffic Impact by 35%-37%
- 2 Acres of Wetland Conservations and Enhancement Area
  - Added Pond
  - Enhanced and Retained Wildlife Corridor & Area
  - Preservation of Adjacent Single-Family Residence View Corridor
  - Proposing Donating Wetland Open Space to the Coty of Boise for Community Access
  - Obtaining Supporting Letter from Karl Gebhart and Army Corps of Engineers
- Significant Increase in Open Space at Approximately 2.5 to 3 Acres
- Extensive Neighborhood Walking Paths
- Community Connectivity

*Sherburne-Marrs, LLC and Alan Malone are diligently working to help design and build this fine community. However, until all the designs are approved and all partnership agreements are in place, it cannot be guaranteed that Sherburne-Marrs, LLC and Alan Malone will be a part of the designing, building and funding of this project.


Warm Springs
Entry
Emergency Access
Private Road
Wildlife Corridor
ALLEY
Private Road
ALLEY
ALLEY
Slope
Pathway System
Pond
Wetlands
(4)
(4)
(4)
(5)
(3)
(8)
(3)
(8)
(8)
(8)
(6)
(14)
(4)
17 Townhomes
38 Patio Homes
24 Apartments
79 units
9.1 du/acre
REV: 9-15-17


Warm Springs
Entry
(16)
(8)
(8)
Wildlife Corridor
Private Road
(3)
(3)
(3)
(3)
(3)
(5)
(9)
(9)
(8)
12 P Guest
10 P Guest
Guest 4P
ALLEY
ALLEY
ALLEY
ALLEY
Private Road
60'
100'
Slope
Pathway System
POND/ WETLANDS
8 - SFD
32 - Apts
41 - Patio Homes
81 Total units
9.3 du/Acre
REV: 9-15-17


Warm Springs
Entry
Emergency Access
(4)
(4)
(4)
(4)
Wildlife Corridor
(3)
(2)
(8)
(3)
Alley
(6)
Alley
(3)
(8)
(8)
(8)
(8)
60'
100'
(8)
Pathway System
Pond/Wetlands
Alley
(3)
16 - Townhomes
32 - Apartments
20 - Patio Homes
8 - SFD's
76 Total Units
8.78 du/Acre
REV: 9-19-17


Warm Springs Ave
Entry
(16)
(8)
(8)
Wildlife Corridor
Private Road
(3)
(3)
ALLEY
(3)
(3)
(5)
12
(5)
10
ALLEY
(3)
(9)
(9)
ALLEY
Private Road
(4)
Pond/ Wetlands
Pathway System
(3)
ALLEY
(3)
4 - SFD
32 - Apts
44 - Patio Homes
80 units
9.24 du/Acre
REV: 9-19-17


Warm Springs
Entry
Emergency Access
(4)
(4)
(4)
(5)
Wildlife Corridor
(3)
(8)
Alley
(6)
ALLEY
(3)
(8)
(8)
(8)
60'
(8)
100'
17 Townhomes
24 Patio Homes
8 Single Family
24 Apartments
73 Total units
8.4 du/Acre
Pathway System
POND/WETLANDS
REV: 9-20-17
Potential Cross-connection
ALLEY
(4)

SHERBURNE - MARRS
designers • builders

Timeless design. Uncompromising integrity.

Barber Hill Vistas
Neighborhood Community Meeting

September 25, 2017

Neighborhood, P & Z Commission & City Council Concerns on Prior Proposals:

- Number of Dwelling Units at 125 Units
  - **14.45** Dwelling Units Per Acre
- Number of **Apartments at 103 Units**
  - Apartment to Single-Family Ratio at **80% Apartments** and 20% Single-Family
  - Height of 3 Story Apartments
- Amount of Surface Parking
  - Locations of Parking Spaces
  - 21 Units with Garage Parking at 31%, **103 Units with Surface Parking at 69%**
- **Traffic Impact with 125 Units**
- Wildlife Corridor
- Wetland Conservation

Proposed Developer Team Solutions:

- **70 Dwelling Units**
  - 4 Single Family Dwelling
  - 27 Town Homes
  - 39 Patio Homes
    - **Reduced Dwelling Units by 56%**
    - **8 Dwelling Units Per Acre**
      - **Reduced Zoning to R-1C Single Residence**
    - **Eliminated the Apartments**
- Redesigned Community to Compliment Neighboring Projects and Topography of the Property
  - Location of Units to Enhance Topography
  - Single-Family Home Adjacent to Single-Family Homes to the East
    - Aligned Lot Lines to Adjacent Lots
    - Potential for Single Story Homes
  - Single-Family Patio Homes Contiguous with 50' Wildlife Corridor to the West
  - Single Family Ratio to 61% and 39% Town Homes
- **100% Garages on ALL Homes**
  - Reduced Surface Parking to Guest Parking Only 26+-
- **Reduced Traffic Impact by 56%**
- **2 Acres of Wetland Conservations and Enhancement Area**
  - Added Pond and Restoration of Wetlands
    - See Supporting Letter from Karl Gebhart
  - **Enhanced and Retained Wildlife Corridor & Area**
  - Preservation of Adjacent Single-Family Residence View Corridor
- **Significant Increase in Open Space at Approximately 2.5 to 3 Acres**
- Extensive Neighborhood Walking Paths
- Community Connectivity

September 24, 2017

RESOURCE SYSTEMS INC
CONSULTING ENGINEERS
BIOLOGISTS & SCIENTISTS
10306 Harvester Drive
Boise, Idaho 83709
(208) 376-5264

To: Decisionmakers and others

Subject: Barber Hills Vista wetland area proposed plan

From: Karl Gebhardt, P.E., P.H. Hydrologist/Environmental Engineer

Mr. Brunk, the Barber Hills Vista developer asked me to write a letter concerning the recent proposal for the wetland area at the site. The proposal basically leaves the lower area undeveloped and resembles some of my initial ideas for the property that I envisioned for the former owner. Some of you are aware of the habitat improvements I have conceived in the Barber Valley area, (Walling Creek, Marianne Williams Park riverfront, Harris Ranch wetland areas, Spring Meadow riverfront nature park, natural area along Spring Creek, creek at Antelope Springs, and others), and I think key habitat improvements in the lower area of Barber Hills Vista can provide similar long-term benefits.

The current plan that I recently received is conceptual but contains the framework for features I have recommended for the area for quite some time. Currently, the area does contain some meadowlike wetland in the eastern part and some very low-quality habitat in the western part consisting of an intermix of noxious weeds, hemlock, and wetland species. The current conceptual plan is proposing a pond, path, and yet-to-be determined mix of habitats essentially becoming a nature park.

My vision for the details of the conceptual plan would include:

Re-routing and/or reshaping the current drainage ditch converting it to more of a natural meandering creek,

having the wildlife corridor composed many large trees, such as black cottonwood,

developing a variety of habitat zones around the pond for people, black birds, shore birds, and perhaps great blue heron,

utilizing the eastern part and re-grading portions to maintain a consistent wet meadow habitat with a mosaic of higher ground supporting willow and large trees such as cottonwood and maple,

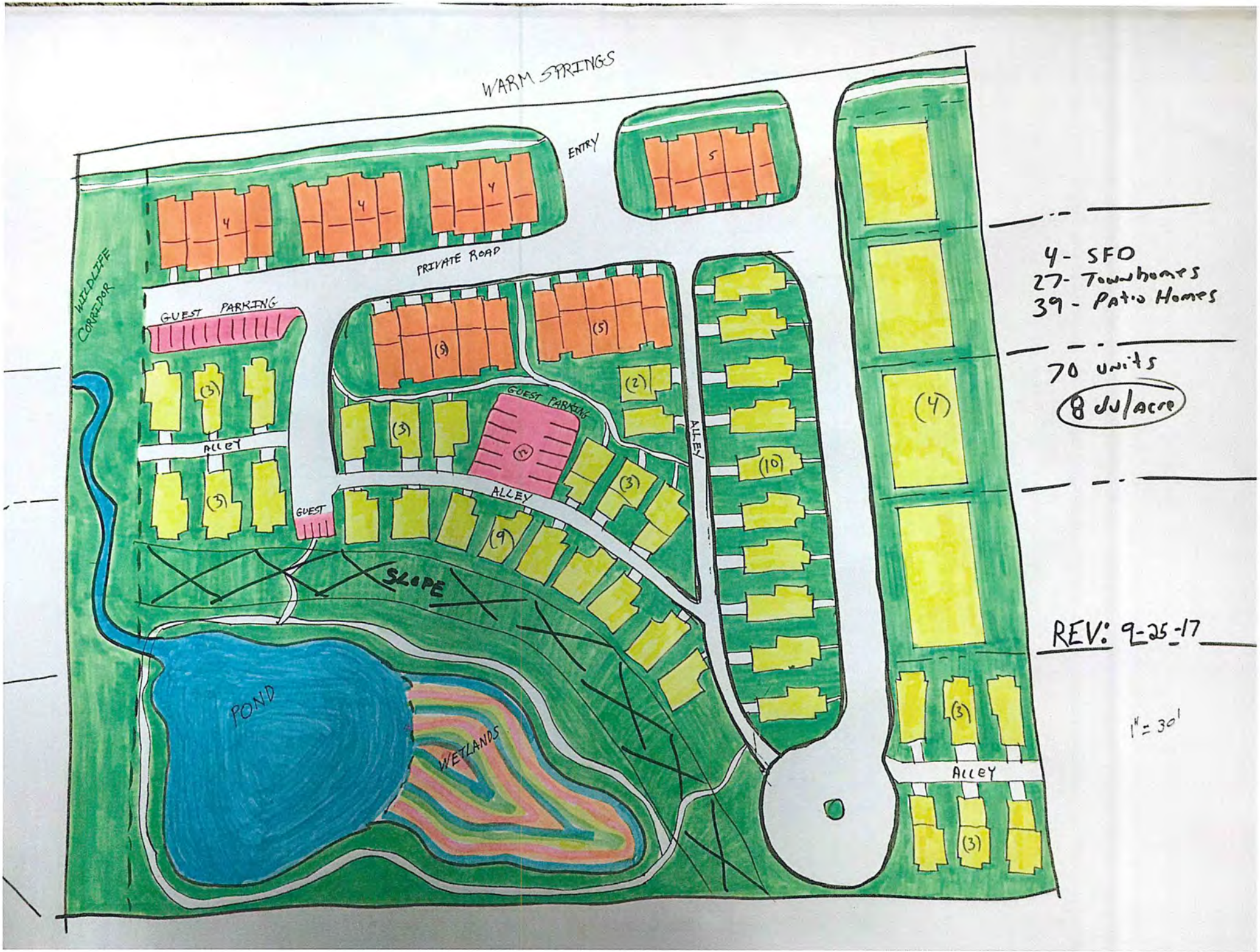
conducting aggressive noxious weed control for removal of thistle, purple loosestrife, poison hemlock and similar species and utilizing plant materials and seeding,

placing interpretive signs along the path with a few areas designed for siting, snacking, and wildlife viewing that are buffered with landforms and vegetation.

I expect the Corps of Engineers Section 404 permitting to be relatively easy since they do not regulate excavation (pond) and the remainder of the work probably be done under Nationwide permit 27 "Aquatic Habitat Restoration, Establishment, and Enhancement Activities"

I would welcome any comments or ideas for habitat improvement of the area. I will be developing several detailed plans showing some possibilities for the site to be used for discussion purposes.

Karl Gebhardt


WARM SPRINGS
ENTRY
PRIVATE ROAD
WILDLIFE CORRIDOR
GUEST PARKING
ALLEY
GUEST
SLOPE
POND
WETLANDS
4- SFD
27- Townhomes
39- Patio Homes
70 units
8 du/acre
REV: 9-25-17
1" = 30'

SHERBURNE - MARRS
designers • builders

Timeless design. Uncompromising integrity.

Barber Hill Vistas
Neighborhood Community Meeting

October 19, 2017

Neighborhood, P & Z Commission & City Council Concerns on Prior Proposals:

- Number of Dwelling Units at 125 Units
  - **14.45** Dwelling Units Per Acre
- Number of **Apartments at 103 Units**
  - Apartment to Single-Family Ratio at **80% Apartments** and 20% Single-Family
  - Height of 3 Story Apartments
- Amount of Surface Parking
  - Locations of Parking Spaces
  - 21 Units with Garage Parking at 31%, **103 Units with Surface Parking at 69%**
- **Traffic Impact with 125 Units**
- Wildlife Corridor
- Wetland Conservation

Proposed Developer Team Solutions:

- **56 Dwelling Units**
  - 4 Single Family Dwelling
  - 52 Patio Homes
    - **Reduced Dwelling Units by 55%**
    - **6.47 Dwelling Units Per Acre**
      - **See**
      - **Reduced Zoning to R-1C Single Residence**
    - **Eliminated the Apartments and Town Homes**
- Redesigned Community to Compliment Neighboring Projects and Topography of the Property
  - Location of Units to Enhance Topography
  - Single-Family Home Adjacent to Single-Family Homes to the East
    - Aligned Lot Lines to Adjacent Lots
    - Potential for Single Story Homes
  - Single-Family Patio Homes Contiguous with 50' Wildlife Corridor to the West
  - Single Family Ratio to 100%
- **100% Garages on ALL Homes**
  - Reduced Surface Parking to Guest Parking Only 11+-
- **Reduced Traffic Impact**
- **2+- Acres of Wetland Conservations and Enhancement Area**
  - Added Pond and Restoration of Wetlands
  - **Enhanced and Retained Wildlife Corridor & Area**
  - Preservation of Adjacent Single-Family Residence View Corridor
- **Significant Increase in Open Space at Approximately 2.5 to 3 Acres**
- Extensive Neighborhood Walking Paths

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Timeless design. Uncompromising integrity.

Barber Hill Vistas
Neighborhood Community Meeting

October 19, 2017

Grading:

- Preliminary Grading Plan will be submitted with PUD Application.
  - It is not required at this point, but would certainly be required prior to issuance of any construction permits.
  - It will include cross-sections for specific areas of concerns.

Density:

Density is defined in BCC 11-12-03 as follows:

Number of dwelling units per acre of land set aside for residential use.

Our entire property is residential. If we were dedicating a portion of it to commercial or office, that area could not be used in the density calculation. Further, we will be requesting approval of a Planned Unit Development. As specified in BCC 11-03-04.7, the purpose of a Planned Unit Development is:

To provide an opportunity for land development that preserves natural features, allows efficient provision of services, and provides common open spaces or other amenities not found in traditional lot-by-lot development. Planned Developments are intended to provide certain benefits to the public and to the developer.

It goes on to specify:

Buildings may be clustered to preserve foothills, river areas, and other environmentally sensitive areas as open space.

Boise Citywide Design Standards and Guidelines:

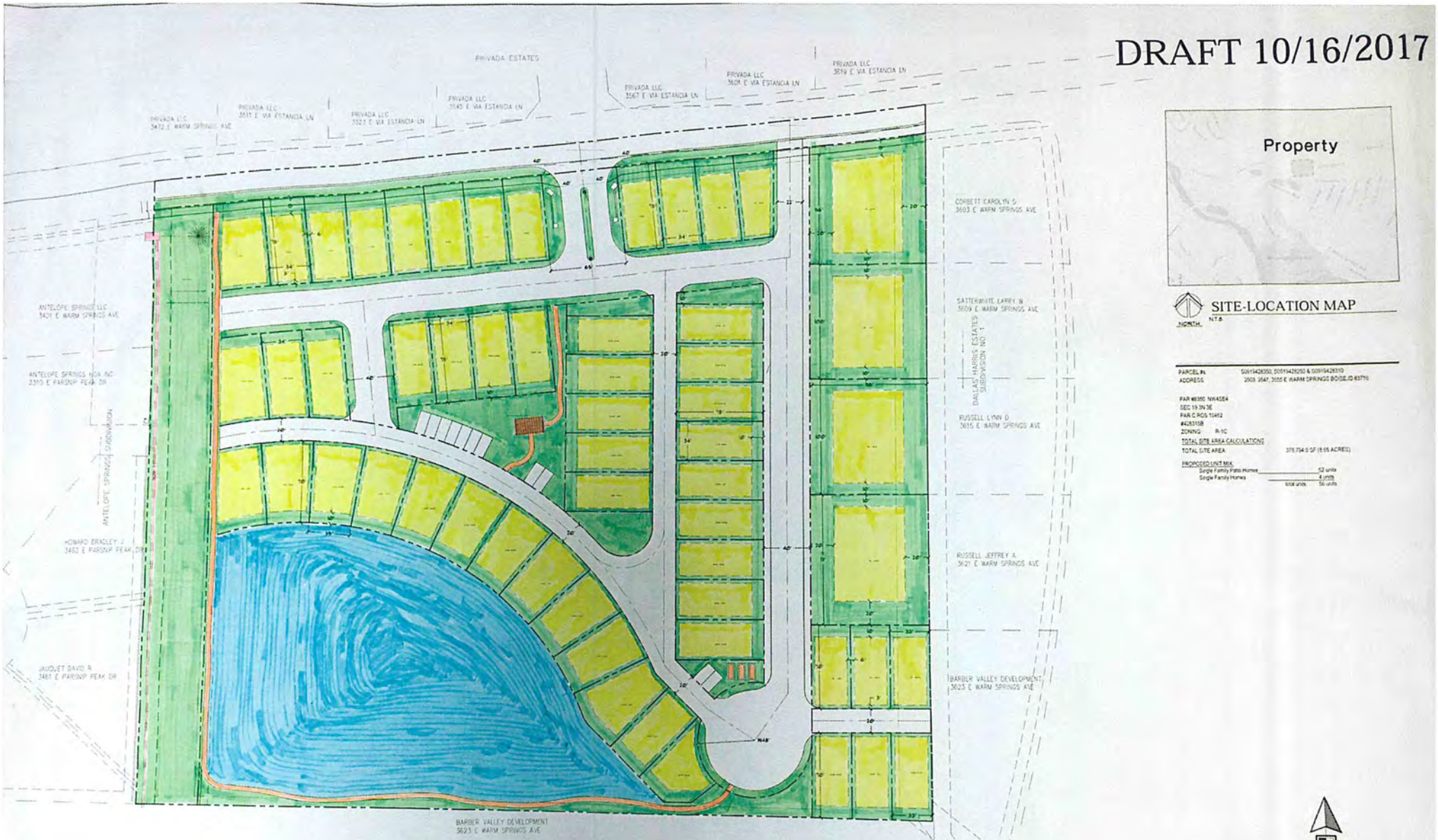
Who must comply with the design standards & guidelines. All non-residential and multifamily development within the City.

Section 11-03004 Subsection 7 Planned Unit Developments:

Planned Unit Developments may use private streets and service drives that are designed and constructed to the standards of the Code.

P.U.D. and private streets are not required to have home fronts on street frontages

DRAFT 10/16/2017



SITE-LOCATION MAP

NORTH N.T.S.

PARCEL #s	S0919428350, S0919428250 & S0919428310
ADDRESS	3503, 3547, 3555 E WARM SPRINGS BOISE,ID 83716

PAR #8350 NW4SE4
SEC 19 3N 3E
PAR C ROS 10462
#4283108
ZONING R-1C

TOTAL SITE AREA CALCULATIONS

TOTAL SITE AREA	376,704.0 SF (8.65 ACRES)

PROPOSED UNIT MIX

Single Family Patio Homes	52 units
Single Family Homes	4 units
total units	56 units

SCALE: 1"= 30'-0"

BARBER HILL VISTAS - Patio Homes #1

KB Construction Management & Development, Inc.

ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting
270 North 27th Street, Boise, ID 83702
Office Phone: (208) 342-3277
www.rocksolidcivil.com

Barber Hill Vistas

Created and Developed by: **BHV, LLC**

Neighborhood Community Meeting

November 9, 2017

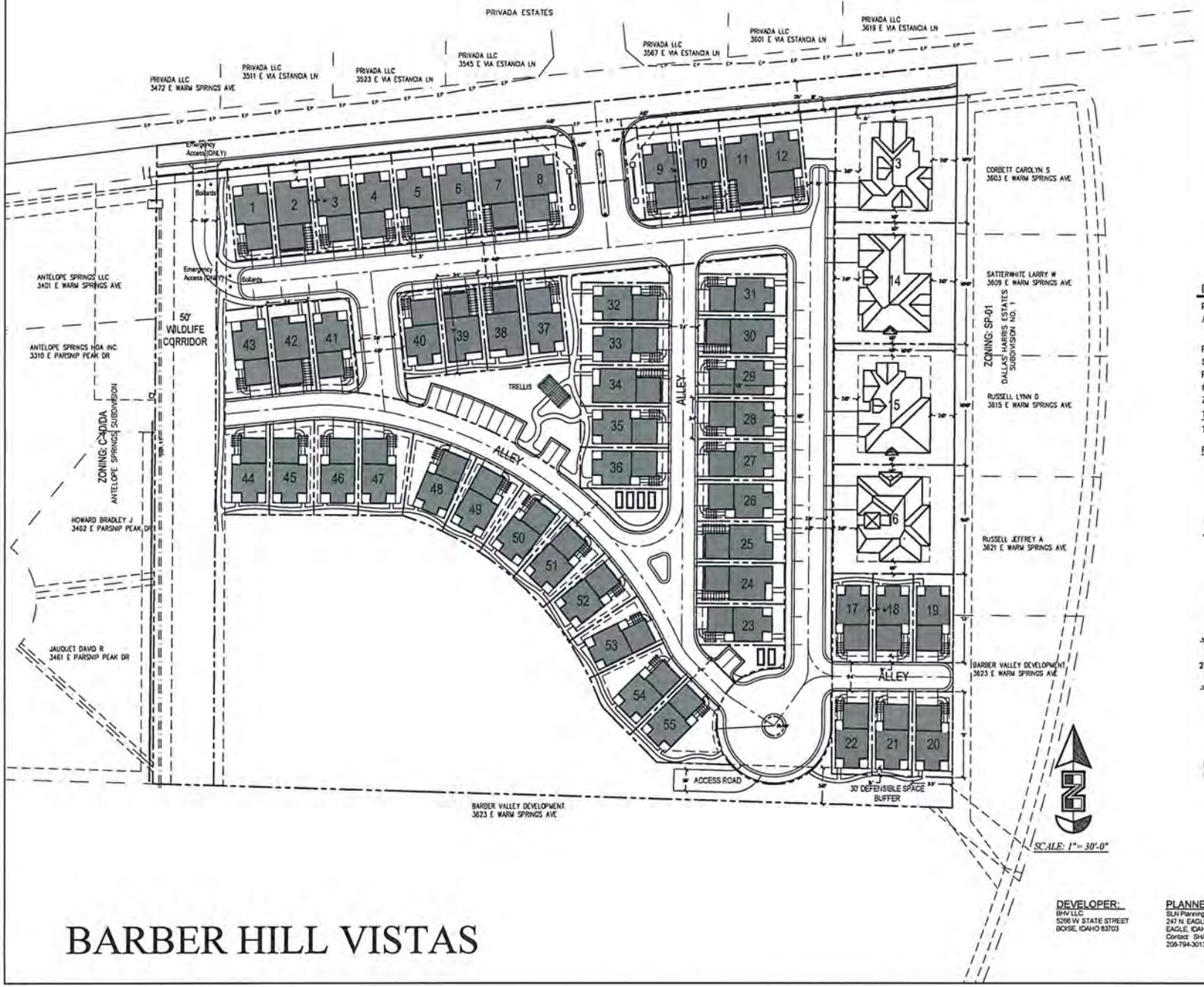
Neighborhood, P & Z Commission & City Council Concerns on Prior Proposals:

- Number of Dwelling Units at 125 Units
  - **14.45** Dwelling Units Per Acre
- Number of **Apartments at 103 Units**
  - Apartment to Single-Family Ratio at **80% Apartments** and 20% Single-Family
  - Height of 3 Story Apartments
- Amount of Surface Parking
  - Locations of Parking Spaces
  - 21 Units with Garage Parking at 31%, **103 Units with Surface Parking at 69%**
- **Traffic Impact with 125 Units**
- Wildlife Corridor
- Wetland Conservation

Proposed Developer Team Solutions:

- **55 Dwelling Units**
  - 4 Large Single Family Dwelling Lots
  - 51 Single Family Patio Home Lots
    - **Reduced Dwelling Units by 56%**
    - **6.5 Dwelling Units Per Acre**
      - **Reduced Zoning to R-1C Single Residence**
    - **Eliminated the Apartments and Town Homes**
- Redesigned Community to Compliment Neighboring Projects and Topography of the Property
- Single Family Ratio to 100%
- **100% Garages on ALL Homes**
  - Incorporated On-Street and Guest Parking Spaces
- **Reduced Traffic Impact**
- **2+- Acres of Wetland Conservations and Enhancement Area**
- **Enhanced and Retained Wildlife Corridor & Area**
- **Significant Increase in Open Space at Approximately 2.5 to 3 Acres**
- Widened Alleyways by 4' and Increased Garage Setback in Alleys to 5'
- Extensive Neighborhood Walking Paths

CONCEPT DRAFT 11/8/2017





SITE-LOCATION MAP

DEVELOPMENT DATA

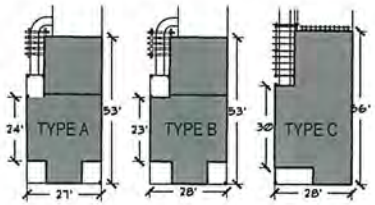
PARCEL #s: S0919428350, S0919428250 & S0919428310
ADDRESS: 3503, 3547, 3555 E WARM SPRINGS BOISE,ID 83716

PAR #8350 NW4SE4
SEC 19 3N 3E
PAR C ROS 10462
#428315B
ZONING: R-1C

TOTAL SITE AREA CALCULATIONS
TOTAL SITE AREA: 376,794.0 SF (8.65 ACRES)

PROPOSED UNIT MIX:
Single Family Patio Homes 51 units
Single Family Homes 4 units
total units: 55 units

BUILDING KEY:



NOTE: ALL BUILDING FOOTPRINTS ARE CONCEPTUAL AND DO NOT REPRESENT FINAL PRODUCT CONCEPTS.

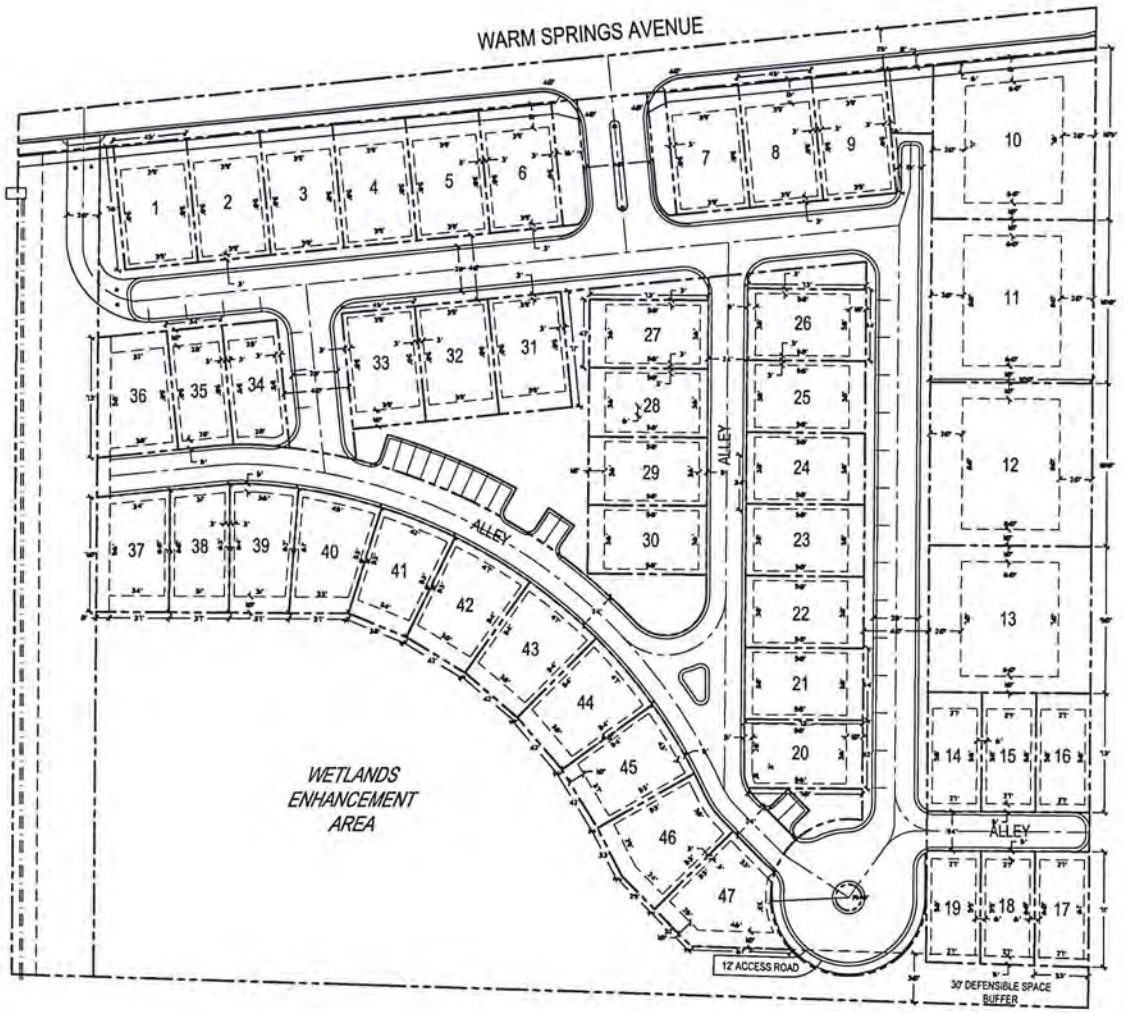
BARBER HILL VISTAS

DEVELOPER:
BHV LLC
5266 W STATE STREET
BOISE, IDAHO 83703

PLANNER/ CONTACT:
SLN Planning Inc
247 N. EAGLE ROAD
EAGLE, IDAHO 83616
Contact: SHAWN L. NICKEL
208-794-3013

ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting
370 North 27th Street, Boise ID 83702
Office Phone: 208.342.3277
www.rocksolidcivil.com

CONCEPT DRAFT 11/19/2017



E. WARM SPRINGS AVENUE

SCALE:1"=30'-0"



SITE-LOCATION MAP

DEVELOPMENT DATA

PARCEL #s: S0919428350, S0919428250 & S0919428310
ADDRESS: 3503, 3547, 3555 E WARM SPRINGS BOISE,ID 83716

PAR #8350 NW4SE4
SEC 19 3N 3E
PAR C ROS 10462
#428315B
ZONING: R-1C

TOTAL SITE AREA CALCULATIONS

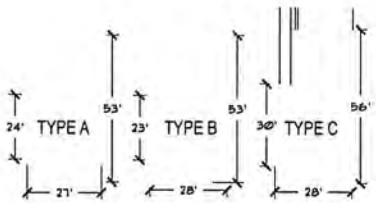
TOTAL SITE AREA: 376,794.0 SF (8.65 ACRES)

PROPOSED UNIT MIX:

Single Family Patio Homes	43 units
Single Family Homes	4 units
total units:	47 units

DEVELOPMENT DENSITY: 5.43 DUA

BUILDING KEY:



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DEVELOPER:
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5266 W STATE STREET
BOISE, IDAHO 83703

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208-794-3013

ROCK SOLID CIVIL

ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting

November 27, 2017

Mr. Cody Riddle
City of Boise Planning & Zoning Department
150 N. Capitol Blvd. 2nd Floor
Boise, ID 83702

Re: Storm Water Statement
Barber Hills Subdivision - 3503, 3547, 3555 E. Warm Springs Avenue

Dear Cody:

This engineer has reviewed and incorporated the wetland delineation and mitigation design plans for the lower wetlands area prepared by Karl Gebhardt, P.E., P.H. This area represents approximately 1.5 acres of newly created and enhanced wetlands area. The soil, water and ground water would support the new wetlands vegetation. This area will have the added benefit of accepting and utilizing a portion of the storm drainage runoff from the upper developed site. Pre-treatment facilities are planned for the discharge. The existing irrigation and runoff ditch which runs west and then northwest will also stay in place and still terminate at the current drain exit at the Antelope Springs Subdivision. A Preliminary Grading and Drainage Plan has been prepared in conjunction with the MTI Geotechnical Report #B170393g dated 4-20-17. The upper area may also include use of shallow infiltration ponds and swales in the landscape areas and subsurface rock infiltration trenches in the paved parking areas. These systems are well suited for the proposed site and its geology. The final construction plans will provide the design details and these systems will be designed in accordance with the current 2015 Boise City Storm Water Design Manual. Should you have any questions regarding these plans please call.

Sincerely,

Jim E. Coslett, P.E
Project Engineer

Cc: Mr. J. Kevin Brunk – JKB Construction Management & Development, Inc.
Cc: Mr. Jared Sherburne – Sherburne-Marrs Building Company
Cc: Mr. Shawn L. Nickel – SLN Planning

S: /Projects/Barber Hills Subdivision/City of Boise/Storm Water Statement.11-27-17.docx

www.rocksolidcivil.com ROCK SOLID CIVIL LLC 270 N. 27th Street Suite 100 Boise, ID 83702 jcoslett@rocksolidcivil.com
tel 208.342.3277 fax 208.376.1821

November 27, 2017

RESOURCE SYSTEMS INC
CONSULTING ENGINEERS
BIOLOGISTS & SCIENTISTS
10306 Harvester Drive
Boise, Idaho 83709
(208) 376-5264

Mr. Cody Riddle
Planning & Development Services
150 N Capitol Blvd.
Boise, Idaho 83701-0500

RE: Barber Hill Vistas PUD17-00007

Cody:

This is an update based on the revised project plans. As you know, the project has changed dramatically, and the wetland area is targeted for fills that should be well under a half-acre meaning that the Corps would probably utilize a Nationwide Permit. The developers have also agreed to do a substantial restoration and habitat improvement of the bottom area which would include removing the present access road and associated junk, controlling noxious weeds, realigning the ditch and making it more creek-like, and planting trees, willows, and other species recommended by the Corps. Overall, the restoration should more than compensate for the fill activities proposed, but purchasing mitigation credits is still an option. However, the wetland restoration would really be a nice improvement and would complement the wildlife corridor and adjacent open space to the south.

As far as permitting goes, as soon as there is an approved plan and draft construction drawings can be prepared, a 404 permit application can be submitted. Presently, the Corps of Engineers is extremely busy processing permits for flood repair throughout Idaho and I do not anticipate them being able to issue a permit for this project until January or later. This assumes the project would be approved by the City of Boise and a 404 permit application could be submitted in early December. It is also highly dependent on other applications the Corps might receive in the interim.

Let me know if you have any questions or comments.

Thanks!

Karl Gebhardt

Karl Gebhardt, P.E., P.H.
Hydrologist/Environmental Engineer

CC: Kevin Brunk, Jared Sherburne

September 24, 2017

RESOURCE SYSTEMS INC
CONSULTING ENGINEERS
BIOLOGISTS & SCIENTISTS
10306 Harvester Drive
Boise, Idaho 83709
(208) 376-5264

To: Decisionmakers and others

Subject: Barber Hills Vista wetland area proposed plan

From: Karl Gebhardt, P.E., P.H. Hydrologist/Environmental Engineer

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My vision for the details of the conceptual plan would include:

Re-routing and/or reshaping the current drainage ditch converting it to more of a natural meandering creek,

having the wildlife corridor composed many large trees, such as black cottonwood,

developing a variety of habitat zones around the pond for people, black birds, shore birds, and perhaps great blue heron,

utilizing the eastern part and re-grading portions to maintain a consistent wet meadow habitat with a mosaic of higher ground supporting willow and large trees such as cottonwood and maple,

conducting aggressive noxious weed control for removal of thistle, purple loosestrife, poison hemlock and similar species and utilizing plant materials and seeding,

placing interpretive signs along the path with a few areas designed for siting, snacking, and wildlife viewing that are buffered with landforms and vegetation.

I expect the Corps of Engineers Section 404 permitting to be relatively easy since they do not regulate excavation (pond) and the remainder of the work probably be done under Nationwide permit 27 "Aquatic Habitat Restoration, Establishment, and Enhancement Activities"

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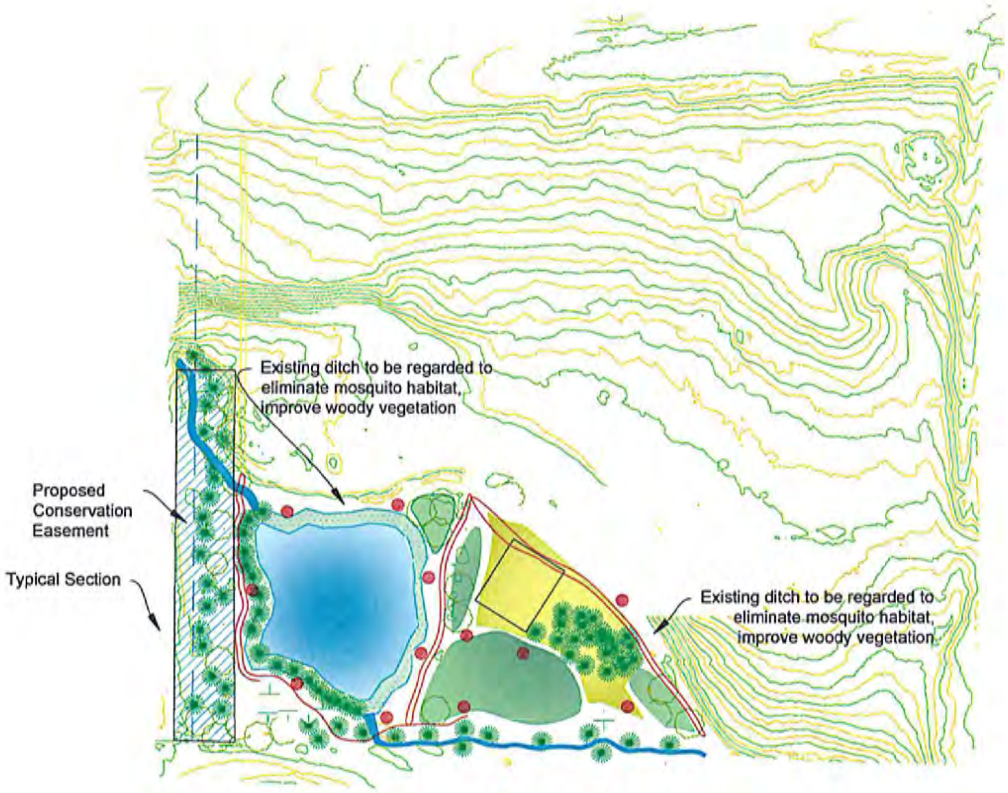
Karl Gebhardt



- Willow/shrub - conifers will not grow in wetland areas
- Black Cottonwood, maple or similar larger trees
- Passive rest areas, benches, table, blinds, and/or wildlife interpretive signs
- Pond Fringe
- Proposed Conservation Easement & Wildlife Corridor
- New creek/drainage feature
- Meadow area (portion may be used in the future for a community area use such as gazebo, shelter, etc.)

Note: We are proposing that habitat and wetland creation and improvement not required for mitigation under the 404 Permit would be credited to the property for future improvements (such as the community area)

PDS Online | eApply

City of Boise • Planning & Development Services • (208) 384-3802 • pds.cityofboise.org

#117 Planned Unit Development

Case #: PUD17-00029

Property Information

Address

Street Number:	Prefix:	Street Name:	Unit #:
3555	E	WARM SPRINGS AVE	

Subdivision name:	Block:	Lot:	Section:	Township:	Range:	Zoning:
SEC 19 3N 3E	0	0	19	3	3	A-1

Parcel Number:	Additional Parcel Numbers:
S0919428250	

Primary Contact

Who is responsible for receiving e-mail, uploading files and communicating with Boise City?

(•) Agent/Representative ( ) Applicant ( ) Owner

Applicant Information

First Name:	Last Name:
Jared	Sherburne

Company: BHV, LLC

Address:	City:	State:	Zip:
5266 W. State Street Suite 101	Boise	ID	83703

E-mail:	Phone Number:	Cell:	Fax:
jared@sherburne-marrs.com	(208) 939-9221	(208) 941-0506	

Agent/Representative Information

Role Type: ( ) Architect ( ) Land Developer ( ) Engineer ( ) Contractor (•) Other

First Name:	Last Name:
Shawn	Nickel

Company: SLN Planning

Address:	City:	State:	Zip:
1589 N. Estancia Place	Eagle	ID	83616

E-mail:	Phone Number:	Cell:	Fax:
shawn@slnplanning.com	(208) 794-3013	(208) 794-3013	

Owner Information

Same as Applicant? ( ) No (•) Yes (If yes, leave this section blank)

First Name:	Last Name:

Company:

Address:	City:	State:	Zip:
		ID	

E-mail:	Phone Number:	Cell:	Fax:

Project Information

Is this a Modification application? ○ Yes ◉ No File number being modified:

1. Neighborhood Meeting Held (Date):

9/25/17

2. Neighborhood Association:

Barber Valley

3. Comprehensive Planning Area:

Barber Valley

4. This application is a request to construct, add or change the use of the property as follows:

Rezone property from A-1 to R-3-DA and Planned Unit Development for Single-Family Residential Subdivision.

5. Size of Property:

8.65 ◉ Acres ○ Square Feet

6. Water Issues:

A. What are you fire flow requirements? (See International Fire Code):

1500 gpm

B. Number of hydrants (show location on site plan):
Note: Any new hydrants/hydrant piping require Suez Water approval.

Number of Existing: 0 Number of Proposed: 6

C. Is the building "sprinklered"? ○ Yes ◉ No

D. What volume of water is available? (Contact SUEZ (208) 362-7354):

1500 gpm

7. Existing uses and structures on the property are as follows:

Single-Family Dwelling with detached garage and out-buildings.

8. Are there any hazards on the property?

(Such as canals, hazardous material spills, soil or water contamination.) If so, describe them and give their locations:

9. Adjacent property information:

	Building types and/or uses	Number of Stories	Zone
North:	Single Family Re	1&2	(R-1B) Single Family Resider
South:	Single Family Re	0	
East:	Single Family Re	1	
West:	Single Family Re	1&2	(C-4D) Planned Commercial

10. Non-Residential Structures:

A. Number of **Proposed** non-residential structures:

Square footage of proposed non-residential structures or additions (if 5+ floors, attach narrative with chart):

	Gross Square Feet	Net Leasable Square Feet
1st Floor	0	0
2nd Floor	0	0
3rd Floor	0	0
4th Floor	0	0

B. Maximum Proposed Height:

C. Number of stories: 0

D. Number of **EXISTING** non-residential structures to remain: 0

Square footage of existing non-residential structures or additions (If 5+ floors, attach narrative with chart):

	Gross Square Feet	Net Leasable Square Feet
1st Floor	0	0
2nd Floor	0	0
3rd Floor	0	0
4th Floor	0	0

E. Existing Structure Height(s): 0

F. Number of Stories: 0

11. Residential Structures:

A. Number of **Proposed** residential units (if applicable):: 47

B. Size of Proposed residential structures (if applicable):

	Number of Units	Square Foot per Unit	Total Square Feet
One-Bedroom:	0	0	0
Two-Bedroom:	0	0	0
Three-Bedroom:	0	0	0
Other:	0	0	0
Total Number:	0	0	0

C. Number of **Existing** units to remain: 0

D. Maximum Proposed Structure Height(s): 35

E. Number of Stories: 2

12.Site Design:

A. Percentage of site devoted to building coverage:	28.9
B. Percentage of site devoted to landscaping:	12.1
C. Percentage of site devoted to paving:	17.5
D. Percentage of site devoted to other uses:	41.5
E. Describe other use:	17.6% Wetlands area; 21.3% Additional Lot Area; 2.5% Fire Buffer Area

13.Loading Facilities, if proposed (For Commercial uses only):

Number:		Location	
Size:		Screening	

14.Parking:

	Required		Proposed
A. Handicapped Spaces:		Handicapped Spaces:	
B. Parking Spaces:	0	Parking Spaces:	30
C. Bicycle Spaces:	0	Bicycle Spaces:	4
D. Proposed Compact Spaces:			
E. Restricted (assigned, garage, reserved spaces) parking spaces proposed:			
F. Are you proposing off-site parking?	○ Yes ◉ No	If yes, how many spaces?	
G. Are you requesting shared parking or a parking reduction?	○ Yes ◉ No	If yes, how many spaces?	

Note: If you are requesting shared parking or a parking reduction, you must submit a survey of persons using and working on the premises and any additional information demonstrating that use by the regular employees and visitors to the premises will require fewer off-street parking spaces than required by the Zoning Ordinance.

15.Setbacks (Plans that are not graphically dimensioned will not be accepted.)

	Building		Parking	
	Proposed	Required	Proposed	Required
Front:	3	20		
Rear:	5	15		
Side 1:	3	5		
Side 2:	3	5		

16.Waivers Requested:

A. Lot size:	◉ Yes ○ No	Description:	Less than 5,000 square feet
B. Internal Setbacks:	◉ Yes ○ No	Description:	Minimums of 3' Front, 3' side, 5' rear proposed on specific lots
C. Frontage:	◉ Yes ○ No	Description:	Frontages from Private Streets and Open Space

17. Sidewalks:

Proposed: ☑ **Attached** ☑ **Detached**

Adjacent: ☐ **Attached** ☑ **Detached**

18. Amenities:

Number: 5

Description: Open Space, Community Gardens, Pathways, Wildlife Corridor, Wetland Enhancement Area.

19. Density:

Allowed Density: 14.5

Proposed Density: 5.43

20. Building Exterior:

	Materials	**Colors**
Roof:	Asphalt Shingle, Metal	TBD
Walls:	Mfd Stone, Stucco, Hardboard	TBD
Windows/Doors:	Vinyl, Fiberglass, wood	TBD
Fascia, Trim etc.:	Hardboard Siding	TBD

21. Drainage (Proposed method of on-site retention):

On-Site Retention, Seepage Beds

22. Floodways & Hillsides:

A. Is any portion of this property located in a Floodway or a 100-year Floodplain? ○ **Yes** ◉ **No**

B. Does any portion of this parcel have slopes in excess of 15%? ◉ **Yes** ○ **No**

Note: If the answer to either of the above is yes, you will be required to submit an additional Floodplain and/or Hillside application and additional fee. You must submit the additional required application(s) for review at the same time as this request.

23. Airport Influence Area:

Is the subject site located within the Airport Influence Area? (If yes, please mark which area.)

◉ **No** ○ **Area A** ○ **Area B** ○ **Area B1** ○ **Area C**

24. Street Layout:

A. PUBLIC Street Layout Review

The impacts of proposed development on adjacent land uses and transportation facilities must be considered. A "Traffic Impact Study" (TIS) will be generally required by the Ada County Highway District, if the proposed development contains no more than 100 dwelling units (includes hotels and motels as well as private dwelling units), more than 30,000 square feet of commercial use, or more than 50,000 square feet of industrial or institutional use, or has associated it with special circumstances deemed by ACHD to warrant an impact study. A copy of this study must be submitted with this application.

Is a Traffic Impact Study required?

○ **Yes** ◉ **No**

B. PRIVATE Street Layout Review

The impacts of proposed development on adjacent land uses and transportation facilities must be considered. A "Traffic Impact Study" (TIS) prepared by a traffic engineer will be required by Public Works and Planning & Development Services for the interior roadway and parking system. This requirement may be waived when it can be shown by the applicant that no section of on-site roadway will exceed 240 vehicle trips per day.

Is a Traffic Impact Study required?

○ **Yes** ◉ **No**

Are you proposing public street connection to adjacent properties?

○ **Yes** ◉ **No**

25. Solid Waste:

A. Type of trash receptacles:

☑ **Individual Can/Residential** ☐ **3 Yd Dumpster** ☐ **6 Yd Dumpster** ☐ **8 Yd Dumpster** ☐ **Compactor**

B. Number of trash receptacles:

C. Proposed screening method:

D. Is the proposed location accessible for collection? (Contact Boise Public Works at 384-3901.)

◉ **Yes** ○ **No**

E. Is recycling proposed?

◉ **Yes** ○ **No**

Verification of Legal Lot or Parcel Status

Acceptance of this application does not validate the legal status of any lot or parcel. Prior to submitting for a Building Permit you must have a Verification of Legal Parcel Status form signed by the Boise City Subdivision Department. It is the applicant's responsibility to provide deeds and/or other documentation to the Subdivision Department. See Verification of Legal Lot or Parcel Worksheet for submittal requirements.

The undersigned declares that the above provided information is true and accurate.
The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongfully issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature:

Date:

PDS Online | eApply

City of Boise • Planning & Development Services • (208) 384-3802 • pds.cityofboise.org

#105 - Annexation and Rezone

Case #: CAR17-00026

Property Information

Address

Street Number:	Prefix:	Street Name:	Unit #:
3555	E	WARM SPRINGS AVE	

Subdivision name:	Block:	Lot:	Section:	Township:	Range:	Zoning:
SEC 19 3N 3E	0	0	19	3	3	A-1

Parcel Number:	Additional Parcel Numbers:
S0919428250	S0919428310, S0919428350

Primary Contact

Who is responsible for receiving e-mail, uploading files and communicating with Boise City?

(•) Agent/Representative ( ) Applicant ( ) Owner

Applicant Information

First Name:	Last Name:
Jared	Sherburne

Company: BHV, LLC

Address:	City:	State:	Zip:
5266 W. State Street Suite 101	Boise	ID	83703

E-mail:	Phone Number:	Cell:	Fax:
jared@sherburne-marrs.com	(208) 939-9221	(208) 941-0506	

Agent/Representative Information

Role Type: ( ) Architect ( ) Land Developer ( ) Engineer ( ) Contractor (•) Other

First Name:	Last Name:
Shawn	Nickel

Company: SLN Planning

Address:	City:	State:	Zip:
1589 N. Estancia Place	Eagle	ID	83616

E-mail:	Phone Number:	Cell:	Fax:
shawn@slnplanning.com	(208) 794-3013	(208) 794-3013	

Owner Information

Same as Applicant? ( ) No (•) Yes (If yes, leave this section blank)

First Name:	Last Name:

Company:

Address:	City:	State:	Zip:
		ID	

E-mail:	Phone Number:	Cell:	Fax:

1. **Neighborhood Meeting Held (Date):**

9/25/17

2. **Neighborhood Association:**

Barber Valley

3. **Comprehensive Planning Area:**

Barber Valley

4. **This application is a request to construct, add or change the use of the property as follows:**

Comprehensive Plan designates property (8.65 acres) as Commercial. Applicant requests a rezone from A-1 to R-2 with a Development Agreement to allow a single-family residential subdivision with a density of 5.43 dwelling units per acre.

5. **Type of Request:**

(●) **Rezone** ( ) **Annexation & Rezone**

6. **Current Zone:**

A-1

7. **Requested Zone::**

R-2-DA

8. **Size of Property:**

8.65 (●) **Acres** ( ) **Square Feet**

9. **Existing uses and structures on the property are as follows:**

Single-family residential home with detached garage and out-buildings.

10. Are there any existing land uses in the general area similar to the proposed use?

If so, describe them and give their locations:

Yes. There are existing single-family residential dwellings and platted single-family residential lots located on 3-sides of the property.

11. On what street(s) does the property have frontage?

E. Warm Springs Avenue

12. Adjacent property information:

	Uses:		Zone:
North:	Single Family Re	North:	(R-1B) Single Family Residential
South:	Single Family Re	South:	
East:	Single Family Re	East:	
West:	Single Family Re	West:	(C-4D) Planned Commercial w/Desigr

13. Why are you requesting annexation into the City of Boise?

Property is currently annexed into the City of Boise.

14. What use, building or structure is intended for the property?

Single-Family Residential Subdivision

15. What changes have occurred in the area that justify the requested rezone?

Property is zoned A-1 with a Comprehensive Plan Map designation of Commercial. Rezone to R-2 with a Development Agreement would allow residential use in a Commercial designation with a density of 5.43 dwelling units per acre.

16. What Comprehensive Plan policies support your request?

Diversity in house sizes and densities, Preservation and enhancement of Natural Resources (wetlands). Consistency with S)-01, SP-02 designations in the Barber Valley/Harris Ranch area.

The undersigned declares that the above provided information is true and accurate.
The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongfully issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature:

Date:

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#201 Subdivision

Case #: SUB17-00052

Property Information

Address

Street Number:	Prefix:	Street Name:	Unit #:
3555	E	WARM SPRINGS AVE	

Subdivision name:	Block:	Lot:	Section:	Township:	Range:	Zoning:
SEC 19 3N 3E	0	0	19	3	3	A-1

Parcel Number:	Additional Parcel Numbers:
S0919428250	

Primary Contact

Who is responsible for receiving e-mail, uploading files and communicating with Boise City?

(•) Agent/Representative ( ) Applicant ( ) Owner

Applicant Information

First Name:	Last Name:
Jared	Sherburne

Company: BHV, LLC

Address:	City:	State:	Zip:
5266 W. State Street Suite 101	Boise	ID	83703

E-mail:	Phone Number:	Cell:	Fax:
jared@sherburne-marrs.com	(208) 939-9221	(208) 941-0506	

Agent/Representative Information

Role Type: ( ) Architect ( ) Land Developer ( ) Engineer ( ) Contractor (•) Other

First Name:	Last Name:
Shawn	Nickel

Company: SLN Planning

Address:	City:	State:	Zip:
1589 N. Estancia Place	Eagle	ID	83616

E-mail:	Phone Number:	Cell:	Fax:
shawn@slnplanning.com	(208) 794-3013	(208) 794-3013	

Owner Information

Same as Applicant? ( ) No (•) Yes (If yes, leave this section blank)

First Name:	Last Name:

Company:

Address:	City:	State:	Zip:
		ID	

E-mail:	Phone Number:	Cell:	Fax:

1. Type of Application:

(●) Preliminary ( ) Final ( ) Preliminary/Final

2. Proposed Subdivision/Condominium Name:

Barber Hill Vistas Subdivision

Note: Must be approved by the Ada County Surveyor.

3. Cross Reference Files:

Please list all previously approved or currently associated file(s):

4. Subdivision/Condominium Features:

Number of buildable lots/units:	47	Buildable lots/units per acre:	5.43
Number of common lots/units:	10	Zoning Classification:	R-2
Total acres in subdivision:	8.65		

5. Building Program:

Number of Existing Buildings: 5 Number of Existing Buildings to Remain: 0

Type of Existing Buildings: (●) Residential ( ) Commercial ( ) Industrial ( ) Mixed Use

If Residential What Type? [x] Single Family [ ] Townhouse [ ] Duplex [ ] Multi-Family

Type of Proposed Buildings: (●) Residential ( ) Commercial ( ) Industrial ( ) Mixed Use

If Residential What Type? [x] Single Family [ ] Townhouse [ ] Duplex [ ] Multi-Family

6. Waivers or Modifications:

Are any waivers/modifications being requested from the Subdivision Ordinance? (●) Yes ( ) No

If yes, please include a detailed explanation in your letter.
An additional waiver/modification review fee must be paid at the time of submittal.

7. Private Streets:

Are private streets proposed? (●) Yes ( ) No

If yes, please provide justification in the letter of explanation.
An additional private street review fee must be paid at the time of submittal.

8. Public Streets:

Number of new public streets proposed: 0

9. Floodways & Hillsides:

Is any portion of this property located in a Floodway or a 100-year Floodplain? ○ **Yes** ◉ **No**

Does any portion of this parcel have slopes in excess of 15%? ○ **Yes** ◉ **No**

Note: If the answer to either of the above is yes, you will be required to submit an additional #112 Floodplain and/or #114 Hillside application and additional fee.

11. Airport Influence Area:

Is the subject site located within the Airport Influence Area? (If yes, please mark which area.)

◉ **No** ○ **Area A** ○ **Area B** ○ **Area B1** ○ **Area C**

The undersigned declares that the above provided information is true and accurate.
The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongfully issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature:

Date:

Recording requested by:

DRAFT DEVELOPMENT AGREEMENT
BARBER HILL VISTAS

This Agreement entered into this _____ day of _____, 20XX, by and between the City of Boise City, hereinafter referred to as "City," and BHV, LLC, the owner of the real property described herein and the Applicant for Boise City rezone case number CARXX-XXXXX, hereafter referred to as "Developer."

RECITALS

WHEREAS, the Developer has applied to the City for a conditional rezone to R-2-DA of the property described herein (Exhibit A) to develop Barber Hill Vistas Subdivision, a Single-Family Residential Development; and

WHEREAS, the City, pursuant to Boise City Code Section 11-08-08 and Idaho Code §67-6511A, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which the requested zoning may not be consistent with the Idaho Code and the Boise City Code; and

WHEREAS, the City's Planning & Zoning Commission and City Council have held public hearings as prescribed by law with respect to the zoning and planned development of the Property and this Agreement; and

WHEREAS, it is the intent and desire of the parties hereto that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement and the amendments hereto.

NOW THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations herein set forth, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Description and Location of Property; Size of Property; Present Zoning: This conditional R-2-DA zone shall apply to the property owned by Developer, hereinafter referred to as "the Property" and specifically legally described in "EXHIBIT A." The commonly-associated address of the property is 3555 E. Warm Springs Ave, Boise, Idaho which is identified as the following parcels S0919428250, S0919428310 & S0919428350. The property is approximately 8.65 acres. The property was formerly zoned by Boise City as A-1 .

2. Use Permitted by this Agreement: The sole use allowed pursuant to this conditional rezone as reflected in this Agreement is Single Family Residential. Developer agrees that this Agreement specifically allows only the uses described and specifically incorporated herein under the conditional R-2-DA zone. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of the Boise City Code. In the event the Developer changes or expands the use permitted by this Agreement without formal modification of this Agreement as allowed by the Boise City Code, the Developer shall be in default of this Agreement.

3. Construction of Use in Conditional Zone: The development and site work shall be constructed in accordance with the Conceptual Site Plan, hereinafter referred to as "the Conceptual Site Plan" or "Exhibit B", shall be consistent with the Development Standards set forth below.

   Development Standards: The following items, requirements, and conditions shall be applied to the rezoning the Property to a R-2-DA zone.

A. Design and Dimensional Standards of the Development: Building Setbacks, Minimum Lot Sizes, Minimum Street Frontages, Frontage Requirements, have been approved through PUDXX-XXXXX, as recognized in approved Site Plan (Exhibit B)

B. Development Type and Density: Single Family Residential Development with a Density not to exceed 5.43 Dwelling Units Per Acre;

C. Building Height: No buildings shall exceed two-stories in height or 35'.

Failure to construct the development consistent with this Agreement and the Boise City Zoning Ordinance or construction in variance with this Agreement, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.

4. Default: In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fails to faithfully comply with all of the terms and conditions included in this Agreement, this Agreement may be modified or terminated by the Boise City Council upon compliance with the requirements of the Boise City Code.

A. In the event the Boise City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default.

B. In the event the Boise City Council, after compliance with the requirements of the Boise City Code, determines that this Agreement shall be terminated as a result of the default, the zoning of the property shall revert to A-1. All uses of the Property which are not consistent with A-1 zoning or otherwise approved by the City of Boise shall cease.

C. A waiver by the City of any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5. Consent to Rezone: Developer, Developer's heirs, successors, assigns and personal representatives, by entering into this Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement in connection with the Property, after compliance with the requirements of Boise City Code, that this Agreement shall serve as consent to a rezone of the Property to A-1 zoning, as provided in Idaho Code §67-6511A.

6. Notices: Any and all notices required to be given by either of the parties hereto, shall be in writing and be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:

a.) To the City:
Director, Planning and Development Services Department
City of Boise City
P.O. Box 500
Boise, Idaho 83701-0500

b). To the Developer:
Kevin Brunk
Jared Sherburne
BHV, LLC
5266 W. State Street Suite 101
Boise, Idaho 83703

Either party shall give notice to the other party of any change of their address for the purpose of this section by giving written notice of such change to the other in the manner herein provided. Developer expressly agrees to notify any successors and assigns of the

need to provide City with a current address. In the event any successor or assign fails to provide an address, City obligations of mailing shall be deemed accomplished by use of the address on file with the County Tax Assessor.

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

8. Time Is Of The Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

9. Binding Upon Successors: This Agreement shall be binding upon and inure to the benefit of the parties respective successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the property, each subsequent owner and each other person acquiring an interest in the property. This Agreement shall run with the land.

10. Requirement for Recordation: The Developer shall record this document, including all the Exhibits, prior to the formal adoption of <<ordinance number here>> by the Boise City Council. Failure to comply with this section shall be deemed a default of this Agreement by the Developer. If for any reason after such recordation the Boise City Council fails to adopt <<ordinance number here>>, City shall execute and record an appropriate instrument of release of this Agreement.

11. Effective Date: This Agreement shall not be effective until <<ordinance number here>> has been approved and published by the City.

12. Invalid Provisions: If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this _____ day of _____, 20XX.

BOISE CITY

By:_____

David H. Bieter, Mayor

ATTEST:

_____

DEVELOPER

By:_____

Kevin Brunk

Title:_____

By:_____

Jared Sherburne

Title:_____

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 20XX, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Bieter**, known or identified to me to be the Mayor of the City of Boise City, the municipal corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Ada)

On this ___ day of _____, 20XX, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Brunk & Jared Sherburne, known or identified to me to be _____ that executed the foregoing said instrument, and acknowledged to me that he/she executed the same.

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

AGENCY COMMENTS

Paul Woods, President
Rebecca W. Arnold, Vice President
Sara M. Baker, Commissioner
Jim D. Hansen, Commissioner
Kent Goldthorpe, Commissioner

December 14, 2017

To: BHV, LLC
Jared Sherburne
5266 W State Street, Ste. 101
Boise, ID 83703

Representative: SLN Planning
Shawn Nickel
1589 N Estancia Place
Eagle, ID 83616

Subject: BPP17-0024/ Barber Hills Vista
Rezone from A-1 to R-3 and Planned Unit Development consisting of 47 single-family lots

This is a staff level approval of a preliminary plat for Barber Hills Vista Subdivision. On April 17, 2017, the Ada County Highway District reviewed and approved this site as part of BOI17-0128/ CAR17-00004/ PUD17-00007. This application is subject to the same site specific conditions of approval as BOI17-0128 (attached).

Trip Generation:
This development is estimated to generate 437 additional vehicle trips per day (10 existing); and 46 additional vehicle trips per hour in the PM peak hour (1 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 9th edition.

Trip generation for the previous application consisting of a 125-unit multi-family development was estimated to generate 821 additional vehicle trips per day (10 existing); and 77 additional vehicle trips per hour in the PM peak hour (1 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 9th edition.

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) 387-6171.

Sincerely,

Stacey Yarrington
Planner III
Development Services

cc: Project File
City of Boise

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 Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

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

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

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

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

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

Paul Woods, President
Rebecca W. Arnold, Vice President
Sara M. Baker, Commissioner
Jim D. Hansen, Commissioner
Kent Goldthorpe, Commissioner

April 17, 2017

To: JKB Construction
7795 N Stonebriar Lane
Meridian, ID 83646

Subject: BOI17-0128/ CAR17-00004/ PUD17-00007
3555 E Warm Springs Avenue
Rezone from A-1 to R-2 and PUD to construct 125 unit Multi-family development

In response to your request for comment, the Ada County Highway District has reviewed the submitted application and site plan for the item referenced above. It has been determined that ACHD has site specific conditions of approval for this application.

A. Findings of Fact

1. Right-of-Way & Improvements – Warm Springs Avenue

a. Existing Conditions: Warm Springs Avenue is improved with 2, 12-foot wide travel lanes, 5-foot wide paved shoulder, and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Warm Springs Avenue (25-feet from centerline).

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

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

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

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

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

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

Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Warm Springs Avenue is designated in the MSM as a Rural Arterial with 2-lanes and on-street bike lanes, a 40-foot street section within 50-feet of right-of-way.

c. **Applicant's Proposal:** The applicant is proposing to construct curb and gutter adjacent to the existing edge of pavement, and detached 6-foot wide sidewalk along Warm Springs Avenue to tie into existing conditions to the east and west.

d. **Staff Comments/Recommendations:** Staff recommends approval of the applicant's proposal to construct vertical curb and gutter adjacent to the existing edge of pavement, and detached 6-foot wide sidewalk along Warm Springs Avenue to tie into existing conditions to the east and west. No additional right-of-way is required. A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk.

The applicant should install "NO PARKING" signs on Warm Springs Avenue adjacent to the site.

2. Driveways

a. **Access Points Policy:** District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its

full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

b. Applicant's Proposal: The applicant is proposing to construct a 40-foot wide, full access driveway onto Warm Springs Avenue, located in alignment with ViaPrivada Lane and 440-feet west of Warm Springs Avenue, and (measured centerline to centerline).

The applicant is proposing to construct a 22-foot wide emergency only access onto Warm Springs Avenue, located 144-feet west of ViaPrivada Lane. The applicant is proposing to place bollards within the driveway, located approximately 12-feet south of the north property line to restrict access.

c. Staff Comments/Recommendations: The applicant's proposal does not meet District policy because the proposed driveway exceeds the maximum width. The applicant should be required to construct a maximum 36-foot wide, curb return type driveway with 30-foot radii onto Warm Springs Avenue, located in alignment with ViaPrivada Lane.

Staff recommends approval of the applicant's proposal to construct a 22-foot wide curb return type driveway with 30-foot radii onto Warm Springs Avenue, located 144-feet west of ViaPrivada Lane. This driveway is for emergency access only. The access should be gated or have bollards installed. Gates or bollards should be located outside of the right-of-way, and installed as determined by Boise Fire Department.

The applicant should be required to pave the 2 driveways their full width and at least 30-feet into the site beyond the edge of Warm Springs Avenue.

3. Warm Springs Avenue/Warm Springs Mesa (Off-Site)

The Warm Springs Mesa area, west of this site, is an active geological landslide area. The area experiences periodic erosion of the slope (and falling rocks) above Warm Springs Avenue and Starview Drive in several areas from Windsong Drive, to and including Starview Drive. These occurrences typically happen in winter months following heavy rain and freeze/thaw events. During the past 2016/2017 winter storm events, boulders have landed on Warm Springs Avenue and Starview Drive. Warm Springs Avenue and Starview Drive were immediately closed to traffic and a local geotechnical firm was engaged to assess the situation and advise ACHD of potential future long term remediation options.

On April 5, 2017, the ACHD Commission approved the Warm Springs Avenue Interim Safety Treatment Plan. The Plan consists of the removal of loose rock on the slope (to be done under the observation of a licensed Geotechnical Engineer), removal of the existing chain link netting and fence posts, and the removal of the material that has accumulated behind the previously placed concrete guardrail. ACHD will continue to closely monitor the area, and proposes to address a long term solution moving forward.

This system offers additional safety to the traveling public, as it will add mitigation to Warm Springs Avenue. While it is not considered a final solution for this area, it offers an interim treatment that is much safer than before the recent erosion events.

In the event of temporary closure of this segment of Warm Springs Avenue, if all vehicle trips from the site were prohibited from traveling west on Warm Springs Avenue, there is sufficient capacity on adjacent streets to the east and south to accommodate this development.

4. Parking – Special Note to City of Boise

The applicant has proposed to provide 222 parking stalls to accommodate the residents and guests of the proposed apartment project. The City requires 163 stalls. The Institute of

Transportation Engineers (ITE) Parking Generation Manual, 4th Edition, recommends 155 parking stalls for a 125 unit apartment project. The parking needs generated by this development should be provided on-site, as there is not adequate availability of on-street parking adjacent to the site.

B. Traffic Information

Trip Generation

This development is estimated to generate 821 additional vehicle trips per day (10 existing); and 77 additional vehicle trips per hour in the PM peak hour (1 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 9th edition.

Below is a list of possible uses:

Proposed Designation (per unit)	ADT	ADT Count *(10 existing)*	VPH PM Peak Hour	PM Peak Hour Count *(1 existing)*
Apartment	6.65	821 ADT added	0.62	77 VPH added
Low-Rise Apartment	6.59	814 ADT added	0.58	72 VPH added
Townhouse/Duplex	5.81	716 ADT added	0.52	64 VPH added
Single Family detached	9.52	1,180 ADT added	1.00	124 VPH added

A traffic analysis was completed by Thompson Engineers and submitted to the City for the proposed Barber Hill Vistas. ACHD has not reviewed the traffic analysis because it was not conducted in accordance with ACHD policies and practices, as ACHD did not require a traffic analysis.

Condition of Area Roadways: ***Traffic Count is based on Vehicles per hour (VPH)***

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Warm Springs Ave. east of Starview Dr.	668-feet	2-lane Minor Arterial	227	Better than "E"
Parkcenter Blvd. East of Bown Way	0-feet	4/5-lane Principal Arterial	373	Better than "E"
Warm Springs Ave. east of Bacon Drive	0-feet	2-lane Minor Arterial	520	Better than "E"
Warm Springs Ave. north of Parkcenter	0-feet	2-lane Collector	240	Better than "D"
**Barber Drive west of Old Hickory	0-feet	2-lane Local	63	N/A

* Acceptable level of service for a five-lane principal arterial is "E" (1,780 VPH).
* Acceptable level of service for a four-lane principal arterial is "E" (1,780 VPH).
* Acceptable level of service for a three-lane minor arterial is "E" (720 VPH).
* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).
* Acceptable level of service for a two-lane collector is "D" (425 VPH).
** Average Daily Traffic on a local street should typically be less than 2,000 (ADT).

Average Daily Traffic Count (VDT): ***Average daily traffic counts are based on ACHD's most current traffic counts***

- The average daily traffic count for Warm Springs Avenue east of Starview Drive was 4,540 on 6/18/2014.
- The average daily traffic count for Parkcenter Boulevard east of Bown Way was 6,972 on 12/31/2014.
- The average daily traffic count for Warm Springs Avenue east of Bacon Drive was 8,910 on 9/24/2015.
- The average daily traffic count for Warm Springs Avenue east of Walnut Street was 13,126 on 9/24/2015.
- The average daily traffic count for Warm Springs Avenue north of Parkcenter Boulevard was 4,213 on 6/18/2014.
- The average daily traffic count for Barber Drive west of Old Hickory was 1,003 on 12/3/2015.

C. Site Specific Conditions of Approval

1. Construct vertical curb and gutter adjacent to the existing pavement, and detached 6-foot wide concrete sidewalk along Warm Springs Avenue to tie into existing conditions to the east and west.
2. A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk.
3. Install "NO PARKING" signs on Warm Springs Avenue adjacent to the site.
4. Construct a maximum 36-foot wide curb return type driveway with 30-foot radii onto Warm Springs Avenue located in alignment with ViaPrivada Lane.
5. Construct a 22-foot wide emergency access on Warm Springs Avenue, located 144-feet west of ViaPrivada Lane. The access should be gated or have bollards installed. Gates or bollards should be located outside of the right-of-way, and installed as determined by Boise Fire Department.
6. Other than the access specifically approved with this application, direct lot access is prohibited to Warm Springs Avenue.
7. A Traffic Impact Fee will be assessed by ACHD and will be due prior to issuance of a building permit. Please contact the ACHD Planner (see below) for information regarding impact fees.
8. Plans shall be submitted to the ACHD Development Services Department for plans acceptance, and impact fee assessment (if an assessment is applicable).
9. Comply with the Standard Conditions of Approval as noted below.

D. Attachments

1. Vicinity Map
2. Site Plan
3. Standard Conditions of Approval
4. Request for Appeal of Staff Decision

If you have any questions, please feel free to contact me at (208) 387-6171.

Sincerely,



Stacey Yarrington
Planner III
Development Services

cc: File
City of Boise
SLN Planning

Cody Riddle

From: Stacey Yarrington <SYarrington@achdidaho.org>
Sent: Thursday, December 14, 2017 9:04 AM
To: Cody Riddle
Subject: RE: [External] RE: Barber Hills Follow-Up

ACHD will check the radius returns, but that is about it on our end.

From: Cody Riddle [mailto:CRiddle@cityofboise.org]
Sent: Thursday, December 14, 2017 8:43 AM
To: Stacey Yarrington
Subject: RE: [External] RE: Barber Hills Follow-Up

I was going to guess 3%. How far does the approach need to be at 2%?

From: Stacey Yarrington [mailto:SYarrington@achdidaho.org]
Sent: Thursday, December 14, 2017 8:33 AM
To: Cody Riddle <CRiddle@cityofboise.org>
Subject: [External] RE: Barber Hills Follow-Up

Cody,
When the private lane/road intersects ACHD it needs to meet the minimum public street standards, which is a 2% slope. Outside of ACHD ROW, it is up to the City to determine.
Thanks,
Stacey

From: Cody Riddle [mailto:CRiddle@cityofboise.org]
Sent: Thursday, December 14, 2017 8:01 AM
To: Stacey Yarrington
Subject: Barber Hills Follow-Up

Stacey,

What are ACHD's standards for the slope of the entrance road to the project. The applicant is currently showing 10%. It seems there is a requirement for a less substantial slope for a certain distance as the entrance road approaches Warm Springs. Can you clarify for me?

Thanks,

Cody Riddle
Manager, Current Planning
Planning & Development Services
T: 208-608-7100
E: criddle@cityofboise.org

Making Boise the most livable city in the country.

CITY OF BOISE

INTER-DEPARTMENT CORRESPONDENCE

Date: December 15, 2017

To: Planning and Development Services

From: Jason Taylor, P.E., C.F.M., Staff Engineer
Public Works Engineering

Subject: SUB 17-00052 & PUB17-00029; Barber Hills Vista Subdivision
Grading & Drainage, Hillside, & Misc. Engineering Comments

Public Works Engineering staff have reviewed the supplied plans for the above mentioned subdivision. The supplied preliminary grading and landscaping plans provide a better understanding of the proposed project. The project seems to limit unnecessary development in the southern portion of the site to protect the existing non-jurisdictional wetlands and minimizes grading with the proposed retaining walls near Warm Springs Rd. With the use of stepped retaining walls on the padded lots and with the natural slope this project fits the overall topography of the site well and seems to match the previous developments on each side.

The following are site specific conditions of approval based on the preliminary plans. A more detailed review will be forthcoming if/when the development get approval from city council. Developer and their design team should take note of these conditions and should coordinate with city staff to ensure conditions have been met.

1. STANDARD GRADING AND DRAINAGE CONDITIONS

1) Subdivision drainage shall be in accordance to B.C.C. 11-09-04-05. The developer shall submit a letter from the appropriate drainage entity approving the drainage system or accepting the drainage there from. A copy of the construction drawing(s) depicting all site drainage improvements shall be submitted with the letter.

    a. Developer may either construct improvement prior to final platting or post bond in the amount of 110% of the estimated construction costs. Estimated construction costs shall be provided by the developer's engineer.

    b. For drainage facilities located outside of the public right-of-way, the developer shall dedicate a storm drainage easement. Said easement shall be labeled as either an Ada County Highway District storm drainage easement or a homeowners'

association storm drainage easement, depending on what entity will assume responsibility for the operation and maintenance of the storm drainage system.

c. If the homeowners' association is to be responsible for the operation and maintenance of the storm drainage facilities, the covenants, homeowners' association by-laws or other similar deed restrictions shall be reviewed and approved by the Boise City Attorney.

2) If fills greater than one foot in depth are to be placed in subdivision lots inside of building envelopes, as defined by the applicable subdivision building setbacks, the Developer shall obtain a grading permit from the Boise City Building Department (Commercial Rough Grading Permit). Grading permit must be acquired prior to the start of construction or final plat signature by the Boise City Engineer, whichever comes first.

Special Conditions:

2. STANDARD HILLSIDE CONDITIONS

1) For Lots 41-55, as shown on the preliminary plat, the Developer will comply with all applicable requirements of Boise City Code Sections, 11-07-08 through 11-07-09 (Hillside and Foothill areas), or submit evidence satisfactory to the Boise City Engineer that the proposed development is exempt from the requirements therein stated due to location, topography and/or the absence of adverse conditions associated with slope stability, ground water, erosion and sedimentation.

a. The project engineer shall submit a summary report describing the incorporation of the recommendations of the various final reports into the design and said summary report shall accompany the final reports.

b. Developer and/or owner shall post bond/agreement in the amount of 110% of the estimated costs on each of the following items pertaining to its particular plan: Grading, Filling, Erosion Control, Drainage, Revegetation and related work. This bonding shall be provided prior to the start of any site work or signing of the final plat by the Boise City Engineer.

i. Additionally, this bond shall remain in effect until such time as, in the opinion of the City Engineer, the grading is complete, the revegetation is established and the susceptibility for erosion on the site has been reduced to a tolerable level.

ii. The portion of the bond for revegetation and erosion control shall remain in effect through at least two growing seasons (spring and fall). If, in the opinion of the City Engineer, vegetation has not become established prior to the last growing season, the Developer and/or Owner shall do additional revegetation work as recommended by the developer's Landscape

Architect and approved by the City Engineer. The City Engineer may also require extension of this portion of the bond until such time that at vegetation has become established and hence long term erosion control has been provided.

c. All protective covenants required under Boise City Code Section 11-07-08.F shall be reviewed and approved by the Boise City Attorney prior to signing of the final plat by the Boise City Engineer.

d. **All filing fees and costs required to be paid per Boise City Code prior to the signing of the final plat by the Boise City Engineer.**

2) Place the following note on the face of the final plat:

e. "Lots 41-55 shall comply with the Boise City Hillside and Foothills Areas Development Ordinance (B.C.C. 11-07-08 through 11-07-09), International Building Code Chapter 18 and Appendix J as modified by Boise City Code Chapter 4-02 and the conditions of approval for SUB17-00052"

3. MISC. ENGINEERING CONDITIONS

1) The eastern portion of the site has a natural spring that must be accounted for in the grading plan and drainage system as approved by Public Works.

2) All retaining walls, regardless of height, will need structural engineering submitted and approved by the Building Department and Public Works. A building permit will be required prior to construction of any wall.

3) All discharge of stormwater shall be through infiltration. If discharge to the southern wetland (non-jurisdictional) area is preferred, then pretreatment of stormwater will be required as outlined in the most recent version of the Boise City Stormwater manual or approved by Public Works.

4. PRIVATE STREET CONDITIONS

1) The following private street requirements must be met in an acceptable format:

a. Convey to those lot owners taking access from the private street, the perpetual right of ingress and egress over the described private street, and

b. Provide that such perpetual easement shall run with the land, and

c. Provide each lot owner taking access from the private street, undivided interest within the private street.

2) A restrictive covenant for maintenance and reconstruction shall be recorded at the time of recording the plat which covenant, (a) creates the formation of a homeowner's association for the perpetual requirement for the maintenance/reconstruction of the private street, and private street signs and (b) provides that said covenant shall run with the land, and (c) provides that the homeowners association shall not be dissolved without the express consent of Boise City.

3) Said easement and covenant to be reviewed and approved by the Boise City Attorney (B.C.C. 9-20-7.E.2.q & 9-20-7.E.2.r).

4) Private street widths shall be in conformance with B.C.C. 11-09-03.5. or as allowed via B.C.C. 11-09-05. All private streets, base and pavement, shall be constructed to the same construction specifications required for public streets. Contact the Ada County Highway District (ACHD) for public street construction requirements (B.C.C. 11-09-03.5.B.).

   a. Certification of construction to ACHD specifications is required from an independent testing laboratory or a consulting engineer, including test results for the verification of construction (B.C.C. 11-09-03-05.B.(2)(e)).

      i. If it is an existing private street, verification of acceptable construction of the existing private street, including acceptability for use of emergency vehicles (including fire trucks and ambulances), is required from an independent testing laboratory or a registered Professional Engineer.

   b. Sidewalks are required on both sides of the private street (or in compliance with the sidewalk plan approved with the conditional use) unless specifically waived by the Boise City Council.

   c. Private street signs shall be installed in the same manner as public street signs (see requirements of ACHD).

   d. The developer shall pay the current drainage review and inspection fees on the proposed subdivision (B.C.C. 11-03-03.3.B.).

   e. Drainage facilities for the private street shall comply with Boise City's Storm Water Management and Discharge Control Ordinance (B.C.C. 8-15). Plans shall be approved and construction inspected by Boise City Public Works.

      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, including certification (B.C.C. 11-09-04.2., Filing of Plans and Bonding Surety).

If you have any further questions, please contact Jason Taylor at 208-608-7171 or jtaylor@cityofboise.org.

CITY OF BOISE

INTER-DEPARTMENT CORRESPONDENCE

Date: December 8, 2017

To: Planning and Development Services

From: Mike Sheppard, P.E., Civil Engineer II
Public Works Department

Subject: SUB17-00052; 3555 E Warm Springs Ave; Sewer Irrigation Sub Comments

1. STANDARD IRRIGATION CONDITIONS

REV 5/1/14

a. Comply with B.C.C. 11-09-04.11 concerning pressure irrigation requirements prior to signing of the final plat by the Boise City Engineer.
    1. The owner, person, firm or corporation filing the subdivision plat shall provide a pressurized irrigation system. The system must conform to the minimum design standards and specifications of Boise City, or of the entity that will operate and maintain the system, if that entity has published standards; or
    2. The owner, person, firm or corporation filing the subdivision plat shall provide written documentation that a valid waiver of the requirement to provide a pressure irrigation system and that Idaho Code 31-3805(1)(a) regarding transfer of water rights, has been complied with.
b. Prior to either commencing construction or signing of the final plat by the Boise City Engineer, developer shall:
    1. Submit for approval by the Department of Public Works, construction plans and specifications for the pressurized system, stamped by a registered engineer.
    2. Provide written assurance that provisions have been made for ownership, operation, and maintenance of the system.
    3. Delineate all necessary irrigation easements on the final plat (B.C.C. 11-09-03.6).
c. Developer shall provide for an independent inspection of the installation of irrigation facilities and written certification by the design or project engineer that the system was installed according to the approved plans. In addition, the Department of Public Works must be present for the system pressure test and participate in a final inspection.
d. Developer may construct prior to final platting or bond in the amount of 110% of the estimated construction costs based on the approved plans.

e. **Fees**: Developer and/or owner shall pay the current inspection and plan review fees applicable to the proposed subdivision prior to signing of the final plat by the Boise City Engineer (B.C.C. 11-03-03.3.B.).

2. STANDARD SEWER CONDITIONS

REV 5/1/14

City Subdivision Conditions

a. Wetline sewers are required (B.C.C. 11-09-04.4., *Required Improvements; Sanitary Sewer*).
    1. Plans shall be submitted to and approved by the Boise City Department of Public Works prior to commencing with construction. Developer and/or owner may either construct improvements prior to final platting or execute a performance agreement and provide surety in the amount of 110% of the estimated costs. The developer and/or owner shall coordinate with the Department of Public Works for construction inspection prior to and during construction. Unless otherwise approved by the Public Works Department, all sewer construction shall be completed and accepted within 90 days of plat recordation, or within 30 days of issuance of the first building permit within the subdivision, whichever comes first.

       NOTE: All bonding shall conform to Boise City Code 1-19, *Surety Bonds*.

    2. Developer and/or owner shall pay the current sewer inspection fees for the proposed subdivision prior to signing of the final plat by the Boise City Engineer.
    3. 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 11-09-04.2F, *Subdivision Standards; Required Improvements*).
b. 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 (Boise City Code 11-09-03.6A, *Subdivision Design Standards; Easements).*
c. Unless previously paid, developer and/or owner shall pay a sewer assessment along E. Warm Springs Ave. and/or as may be approved by the Boise City Public Works Commission prior to signing of the final plat by the Boise City Engineer. Contact the Department of Public Works for specific costs.

CITY OF BOISE

INTER-DEPARTMENT
CORRESPONDENCE

Date:

To: Planning and Development Services

From: Mike Sheppard, Civil Engineer
Public Works

Subject: PUD17-00029; 3555 E. Warm Springs Avenue; Sewer Comments

Connection to central sewer is required. Sanitary sewers are available in E. Warm Springs Avenue.

Prior to granting of final sewer construction plan approval, all requirements by Boise City Planning and Development Services must be met.

If you have any further questions, please contact Mike Sheppard at 608-7504.

PUBLIC WORKS DEPARTMENT
MAYOR: David H. Bieter | DIRECTOR: Stephan Burgos

MEMO

TO: Planning and Development Services

FROM: Peter McCullough
Environmental Analyst
Public Works Department

DATE: 12/5/2017

RE: Solid Waste Comments – PUD17-00029/SUB17-00052

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't be met, commercial service or separate collection locations may be required.

A. **General Requirements**

i) All streets and alleyways 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.
viii) "Flag lots" and lots with private or shared driveways must take their carts to the street for collection or pay for carry-out service.
ix) Trash service will be provided on private streets only when a service agreement is signed.

Note: Several dead end private lanes do not provide a turn-around area for solid waste collection trucks. These lots will be required to place their carts at the nearest through street for collection or pay for carry-out service.

Please contact me with any questions at 384-3906.

CITY OF BOISE

INTER-DEPARTMENT
CORRESPONDENCE

Date: 5 December 2017

To: Planning and Development Services

From: Tom Marshall, Street Light Technician Public Works

Subject: SUB17-00052; 3555 E Warm Springs Ave; Street Light Subdivision Comments

City 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. 11-09-04.9.). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction or bonding.
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. Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.
e. 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, Class "A" LED fixture (see Attachment A, Boise Standard Revisions for a list of approved fixtures)
    i) Light Locations:
        - NWC of lot 9 (30 foot pole with 15 foot mast arm, Class B fixture) This light might require a meter cabinet.
        - SWC of lot 5
        - NWC of lot 47
        - Centered on intersection on lot 34
        - NWC of lot 16
        - SEC of lot 25
        - NC of lot 53
        - NEC of lot 55

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.
h. Developer, engineer, or electrical contractor shall submit a street light plan using the Boise City Street Light Design Check List to public works for approval. Once approved three copies are required.

Special Conditions: All street lights except for the one on Warm Springs Ave will be owned and maintained by the developer/HOA.

If you have any further questions, contact Tom Marshall at (208) 608-7526 or tmarshall@cityofboise.org.

I:\PWA\Subjects\Review Comments\Subdivision Comments\Street Light Sub Comment template.doc

Cody Riddle

IDAHO FISH AND GAME CORRESPONDENCE

From: Biorn,Krista <krista.biorn@idfg.idaho.gov>
Sent: Monday, December 18, 2017 3:21 PM
To: Cody Riddle
Subject: RE: [External] RE: Barber Hills Vistas

Cody,

That sound good to me. If you could require final written approval from our agency on the wetland enhancement, that would be great. Some folks want to add a bunch of non-native fish, reptiles or amphibians and we would prefer to work with them to deter this. Requiring the openings of the fence would be appreciated as well.

I do not plan on commenting on this development further. I greatly appreciate the chance to comment on it previously and look forward to working with the developer on the wetland enhancement in the future.

Krista

Krista Biorn
Regional Wildlife Biologist - Boise River Habitat District Idaho Department of Fish & Game
13000 E Highway 21
Boise, ID 83716
(208) 334-2115
krista.biorn@idfg.idaho.gov

From: Cody Riddle [CRiddle@cityofboise.org]
Sent: Monday, December 18, 2017 7:45 AM
To: Biorn,Krista
Subject: RE: [External] RE: Barber Hills Vistas

Krista,

They are proposing an enhancement to the weltand area. They will be removing debris and noxious weeds/plantings with native species. They will also be grading the area to encourage water flow. They are proposing a gravel path along the edge of the wetland, and beside the 50' wildlife corridor, but not within it. Because their plans for the wetland are conceptual at this point, I could require final written approval from your agency, prior to issuance of construction permits. How does that sound? I do plan on requiring the openings in the fence as you suggest.

Please let me know if you plan on commenting further, or have any questions.

Thanks,
Cody

-----Original Message-----
From: Biorn,Krista [mailto:krista.biorn@idfg.idaho.gov]

Sent: Sunday, December 17, 2017 1:11 PM
To: Cody Riddle <CRiddle@cityofboise.org>
Subject: [External] RE: Barber Hills Vistas

Good to hear from you Cody. Things are moving along here as usual. Hope you are doing well too.

I don't think I need to provide revised comments on the current design as long as the 50' wide corridor is incorporated in the plan and both ends of the corridor remain unfenced. I would appreciate it if you could require another opening in the southeast corner of the project area.

The only reason I would comment is for the "wetland area" on the south end of the property. What is the plan with that? Will it be open to the homeowners? What will this are consist of?

Once I know about the intention of the wetland area, I will let you know if I will be revising my comments.

Thanks!

Krista Biorn
Regional Wildlife Biologist - Boise River Habitat District Idaho Department of Fish & Game
13000 E Highway 21
Boise, ID 83716
(208) 334-2115
krista.biorn@idfg.idaho.gov<mailto:krista.biorn@idfg.idaho.gov>

_____
From: Cody Riddle [CRiddle@cityofboise.org]
Sent: Wednesday, December 13, 2017 7:22 AM
To: Biorn,Krista
Subject: Barber Hills Vistas

Krista,

It's been a while since we crossed paths. I hope all is well. I'm reviewing a revised proposal for a project in the Barber Valley (Site Plan Attached). Your agency commented on the previous version, and I'm wondering if we can expect revised comments on the current design. Like the original design, a 50' wide corridor is proposed along the western property line. I plan on conditioning both ends of that corridor remain unfenced. I can also require another opening in the southeast corner of the project. That appears consistent with the IDFG original recommendation.

Please let me know if you plan on providing any updated comments. Even if it's a simple statement that the Agency's recommended conditions haven't changed.

Thanks so much,

[CityLogo-official.jpg]

Cody Riddle
Manager, Current Planning
Planning & Development Services<https://idfgpost.idfg.idaho.gov/owa/UrlBlockedError.aspx>
T: 208-608-7100
E: criddle@cityofboise.org<mailto:criddle@cityofboise.org>

Making Boise the most livable city in the country.

IDAHO DEPARTMENT OF FISH AND GAME
SOUTHWEST REGION
3101 South Powerline Road
Nampa, Idaho 83686

C.L. "Butch" Otter / Governor
Virgil Moore / Director

April 26, 2017

Céline Acord
Associate Planner
City of Boise Planning and Development Services
150 N. Capital Boulevard
P.O. Box 500
Boise, ID 83701
PDSTransmittals@cityofboise.org

RE: WJS Properties LLC Multi-family Development & Rezone application, PUD 17-00007

The Idaho Department of Fish and Game (Department) has reviewed the Planned Unit Development Application and Preliminary Plat for the proposed multi-family development located at 3555 East Warm Springs Avenue. This proposal calls for the construction of 126 residential units, with R-2 zoning. The development will occupy approximately 8.65 acres of land. The land is currently surrounded to the north, west and east by private landowners and the Boise River to the south. The Department's Boise River Wildlife Management Area (BRWMA) is approximately 1.2 miles north of the proposed subdivision.

The purpose of these comments is to assist the decision-making authority by providing technical information addressing potential effects to fish, wildlife, and habitats and how any adverse effects might be mitigated. It is not the purpose of Department to support or oppose this proposal. Resident species of fish and wildlife are property of all Idaho citizens, and the Department and the Idaho Fish and Game Commission are expressly charged with statutory responsibility to preserve, protect, perpetuate, and manage all fish and wildlife in Idaho (Idaho Code36-103(a)). In fulfillment of our statutory charge and direction as provided by the Idaho Legislature, we offer the following comments and suggestions.

The BRWMA and surrounding lands provide critical winter habitat to large populations of migratory mule deer and elk during the winter and early spring months. During this time, big game regularly moves between the Foothills and the Boise River to satisfy critical habitat needs. In addition, the area provides year-round habitat for resident mule deer. Additional development along Warm Springs Avenue will further diminish connectivity between the BRWMA and the riparian and river floodplain habitat along the Boise River. Cumulatively, the developments along Warm Springs Avenue could act as a barrier, keeping big game and other wildlife from moving to and from the Boise River corridor. Mule deer have been historically observed on or directly adjacent to this property. We provide the following recommendations to reduce negative impacts to big game migration and habitat use:

In order to preserve the "most desirable locations to maintain open wildlife corridors" (FH-CNN 6.6: SENSITIVE WILDLIFE HABITAT AREA, Blueprint Boise)", IDFG recommends to the city that as a condition of approval, that WJS Properties include primary and secondary wildlife corridors in their

plans*. It is the Department's understanding that 50' of the west side of the subdivision is the intended location for a primary wildlife corridor. Wildlife such as mule deer and elk, that are more wary of human activity, will not use this area for a primary corridor if there is human activity or disturbance. Therefore, we recommend that this area be set aside for wildlife use only. Any human use, including the development of future pathway connections, should be prohibited. Additionally, this area should remain in as natural a vegetative state as possible or be re-vegetated after disturbance to provide cover for wildlife security and thermal needs. The preservation of this small portion of the land for wildlife movement would likely reduce the overall impact that this development would have on wildlife in the future. Finally, the corridor would provide safe, functional connections for a variety of wildlife species between habitats in the Foothills and along the Boise River.

We also recommend that no perimeter fencing be installed around the development in order to allow permeability through the subdivision by wildlife. If fencing is required, it should follow the recommendations found in the Department's "Standard Recommendations for Development" document. If fencing is installed, the Department expects some deer or elk to enter the subdivision through street access on Warm Springs Avenue. Therefore, we recommend that at least two wildlife exit points (secondary corridors) be provided on the south side of the development, preferably one in the southeast corner and one in the southwest corner.

The Department recommends that future residents of the proposed subdivision be informed about the wildlife amenities they have nearby and the sensitivity of those wildlife to human disturbance. The Department refers to the Department publication Home Builders and Owners Guide to Living with Wildlife, available here:
http://idahodocs.contentdm.oclc.org/cdm/compoundobject/collection/p15100coll7/id/2733/rec/10
Finally, we ask that this information, as well as a copy of the Department's "Standard Recommendations for Development" document, be provided to the developer.

Thank you for the opportunity to comment. Please contact Tom Bassista in the Southwest Regional Office at (208) 465-8465 or via email at thomas.bassista@idfg.idaho.gov, or Krista Biorn at the Boise River Wildlife Management Area at (208)334-2115, or via email at krista.biorn@idfg.idaho.gov if you have any questions.

Sincerely,

Regan Berkley
Acting Southwest Regional Supervisor

* Primary Wildlife Corridor: An area used by a wide variety of wildlife species that are more wary of human activities and less inclined to venture close to settled areas (e.g., migrating mule deer). Therefore, these areas should have limited human activity or disturbance. Primary corridors also connect large contiguous habitats and wildlife populations, providing wildlife with the opportunity to move from one habitat to another. Finally, the vegetation characteristics in these areas must meet security and thermal cover requirements for proper movement within the corridor.

* Secondary Wildlife Corridor: The Department expects some deer to enter the subdivisions by street access. Therefore, we recommend that at least one secondary wildlife corridor be incorporated into each development plan. These corridors consist of an entrance and an exit for wildlife trapped within the

subdivision. They not only allow permeability through the subdivision, but also provide additional connectivity to large contiguous habitats. Entrance and exit points could be designed to accommodate pedestrians as well, but must follow IDFG fencing recommendations.

RB/tm/tb
Ecc: Kiefer/HQ
Cc: Gold file

Cody Riddle

ARMY CORPS OF ENGINEERS CORRESPONDENCE

From: Gerke, Eric M CIV CENWW CENWD (US) <Eric.M.Gerke@usace.army.mil>
Sent: Thursday, January 4, 2018 8:21 AM
To: Karl Gebhardt; Cody Riddle
Cc: jared@sherburne-marrs.com; Kevin Brunk
Subject: RE: [EXTERNAL] Re: [External] Barber Hills Vistas Draft Report

Karl and Cody:
The modified statement below will work for the USACE. Thank you. Eric.

-----Original Message-----
From: Karl Gebhardt [mailto:kgebhardt@resourcesystemsinc.net]
Sent: Wednesday, January 3, 2018 2:07 PM
To: Cody Riddle <CRiddle@cityofboise.org>
Cc: Gerke, Eric M CIV CENWW CENWD (US) <Eric.M.Gerke@usace.army.mil>; jared@sherburne-marrs.com; Kevin Brunk <kevin@jkbdev.net>
Subject: [EXTERNAL] Re: [External] Barber Hills Vistas Draft Report

Cody, I bounced this off of Eric and he had a couple of minor changes (see below). I sent this along to Eric as well.

Thanks!

Karl

"Prior to submittal of any construction permits, provide the Planning Department with a copy of the 404 permit application filed with the Army Corps of Engineers. The Corps of Engineers permit and associated mitigation plan shall be approved by the Corps prior to issuance of building permits on lots 45-55, Block 1. Contact Eric Gerke at (208) 433-4462 or Greg Martinez at (208) 433-4465 for additional information."

--

Karl Gebhardt, P.E., P.H.
Hydrologist/Environmental Engineer
Resource Systems, Inc.
10306 Harvester Dr.
Boise, Idaho 83709
(208) 376-5264

kgebhardt@resourcesystemsinc.net <mailto:kgebhardt@resourcesystemsinc.net>

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CENTRAL DISTRICT HEALTH DEPARTMENT

CENTRAL DISTRICT HEALTH DEPARTMENT

Environmental Health Division

RECEIVED DEC 19 2017 DEVELOPMENT SERVICES

Return to: CR

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

Rezone # SUB17-00052

Conditional Use # _____

Preliminary / Final / Short Plat _____

Barber Hill Vistas

☐ 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: Lori Bandji

_____ Date: 12/13/17

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

RESPONSE TO PLANNING & DEVELOPMENT SERVICES

DATE: **December 21, 2017**

TO: **PDSTransmittals@cityofboise.org**
criddle@cityofboise.org

FROM: **Lanette Daw, Supervisor Traffic Safety and Transportation**

RE: **SUB17-00052, CAR17-00026 & PUD17-00029 – Barber Hill Vistas 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:	**Adams/Riverside**
Junior High School:	**East**
High School:	**Timberline**

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.

December 22, 2017

Cody Riddle
PDS – Current Planning

Re: PUD-17-00029; X_REF; SUB17-00052 and CAR17-00026
Dear Cody,

This is a request for a Planned Unit Development, subdivision and rezone from A-1 to R-2. The proposed subdivision creates 47 residential lots and 9 common lots on 8.65-acres in Boise Wildland Urban Interface Zone "B".

The Boise Fire Department has reviewed and can approve the application subject to compliance with all the following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise, this memo represents the requirements of the International Fire Code (IFC) as adopted and amended by Ordinance 6308.

Comments:

1. This proposed subdivision is located within Wildland-Urban Interface Zone "B" and Compliance with Boise City Code Section 7-01-69 is required for all structures within this subdivision. Perimeter lots shall be considered Zone "A" lots. 30' defensible space shall be provided from undeveloped land. Defensible space can be provided on individual lots, common lots, or on neighboring property with use of easements. Block 1, Lots 22,23, and 24 may require easements on neighboring property. Methods for accessing and maintaining defensible space shall be stated in the Fire Safety Plan and CC&R's.
2. A wildfire safety plan is required for this subdivision. A plan shall be submitted and approved prior to approval of the final plat.
3. For streets having width less than 32 feet, exclusive of shoulders, parking shall be restricted on one side; for streets having width less than 26 feet, exclusive of shoulders, parking shall be restricted on both sides. A note on the face of the final plat is required noting the parking restriction prior to signing of the final plat by the Boise City Engineer. In addition, No Parking signs shall be installed in accordance with the requirements of the IFC. (BCC 7-01-32, IFC 503.8)
4. The minimum outside turning radius of a fire apparatus access road shall be 48 feet. The minimum inside turning radius shall be 28 feet. The cul-de-sac shall have an outside radius of 48 feet clear width rather than to back of sidewalk as shown on the plan. (BCC 7-01-30, IFC 503.2.4)
5. Fire apparatus access roads shall not exceed 10 percent in grade, nor shall access roadways exceed 2 percent grade for the first 80 feet at grade transition. The main entrance/access to the subdivision does not meet this requirement as proposed,

creating a break over angle that fire apparatus may not be able to negotiate. (BCC 7-01-66, IFC D103.2)

6. Barricades/Bollards shall be approved for design and spacing by the Fire Code Official prior to installation. (BCC 07-01-31, IFC 503.7)

General Requirement:

Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and Boise City Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Ron L. Johnson
Division Chief – Assistant Fire Marshal
Boise Fire Department

BOISE FIRE DEPARTMENT
MAYOR: David H. Bieter | CHIEF: Dennis Doan

MEMO

TO: Cody Riddle

FROM: Ron Johnson

DATE: 1/5/2018

RE: PUD17-00029

RESPONSE TO FIRE REVIEW CONCERNS FROM NEIGHBORS

- Fire Department comments indicate the grade of the road and turning radius of the cul-de-sac does not meet standards. The grade can be re-worked to meet access requirements by transitioning some of the grade further into the subdivision. Modifications to the grading plan will be evaluated for approval prior to approval of the Final Plat. The turning radius of the cul-de-sac can be resolved through by either increasing the size of the driving surface or by constructing the sidewalk to support the load of a fire apparatus with a mountable curb. This option would also require the sidewalk to remain free of obstructions such as mailboxes and street light poles.
- Fire Department comments indicate the need to restrict parking due to street width. This is a normal condition on most subdivisions and is within the adopted fire code and does not impact Fire Department Access when vehicles are legally parked. This proposal includes additional parking spaces in the subdivision which will reduce the need for on-street parking.
- The need for defensible space is noted for Block 1, Lots 22,23 and 24. The plan does show a 5’ setback on each property and 25’ of common space. An approved Fire Safety Plan for the subdivision should outline maintenance of the defensible space on each property with provisions for the additional 25’ to be maintained on the common lot. Utilizing common lots as defensible space is an approved method of meeting the provision.

Planned Unit Development Comment Form

Date: 12/20/2017

To: Planning and Development Services

From: Jacob Hassard, Project Manager for Valley Regional Transit Development Department, 208-258-2705

Subject: **SUB17-00052**: 3555 E Warm Springs Ave; Transit Comments

Valley regional Transit respectfully requests concrete space for future bus stops to be installed or considered at this site. Please coordinate all sidewalk construction with VRT staff. See ADDAG R710 and PROWAG P211 for definition of ADA bus stop space and requirements.

Thank you.

Jacob Hassard
P.E.

1 & 1a (A

BRIAN McDEVITT
CHAIRMAN OF THE BOARD

RICHARD DURRANT
VICE CHAIRMAN OF THE BOARD

TIMOTHY M. PAGE
PROJECT MANAGER

ROBERT D. CARTER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

JERRI FLOYD
ASSISTANT SECRETARY
TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

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

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

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

26 April 2017

Boise City Planning & Development – Subdivisions
150 North Capitol Boulevard
P O Box 500
Boise, Idaho 83701-0500

RE: Kevin Brunk
3555 E. Warm Springs Ave.
Boise-Kuna Irrigation District
Penitentiary Lateral 271+00
Sec. 19, T3N, R3E, BM.

Case No. PUD17-00007

BK-3, BK-3B, BK-3C

Boise City Planning:

There are no Project facilities located on the above-mentioned property; however, it does in fact possess a valid water right.

The surface irrigation water right is for 4 acres and does not cover the entire 8.65 acres of the development.

This office is requesting an irrigation and drainage plan showing where the surface irrigation water will be utilized on this development.

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

Storm Drainage and/or Street Runoff must be retained on site.

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

Sincerely,

Bob Carter
Assistant Project Manager- BPBC

bdc/bc
cc: Clint McCormick Watermaster, Div; 2 BPBC
Lauren Boehlke Secretary – Treasurer, BKID
File

Communities in Motion 2040 Development Review

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

Development Name: Barber Hills Vista **Agency: Boise**

CIM Vision Category: Future Neighborhoods

New households: 47 **New jobs: 0** **Exceeds CIM forecast: No**



CIM Corridor: **None**
Pedestrian level of stress: **N/A**
Bicycle level of stress: **N/A**

Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with **G or PG** ratings better support bicyclists and pedestrians of all ages and comfort levels.



Housing within 1 mile: **1,702**
Jobs within 1 mile: **550**
Jobs/Housing Ratio: **0.3**

A good jobs/housing balance – a ratio between **1 and 1.5** – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.



Nearest police station: **> 4 miles**
Nearest fire station: **2.4 miles**

Developments within **1.5 miles** of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.



Farmland consumed: **No**
Farmland within 1 mile: **367 acres**
Farmland Value: **N/A**

Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.



Nearest bus stop: **0.4 miles**
Nearest public school: **1.1 miles**
Nearest public park: **0.4 miles**
Nearest grocery store: **1.6 miles**

Residents who live or work less than **½ mile** from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

Current and future transit services call for 30 minute headways along East Park Center Blvd connecting to downtown Boise. Nearest access to transit is less than a half-mile in distance.

More information about COMPASS and *Communities in Motion 2040*:
Web: www.compassidaho.org
Email info@compassidaho.org
More information about the development review process:
http://www.compassidaho.org/dashboard/devreview.htm

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

PUBLIC COMMENT

Cody Riddle

From: Hethe Clark <hclark@spinkbutler.com>
Sent: Tuesday, December 12, 2017 3:02 PM
To: Cody Riddle
Cc: Doug Fowler (dfowler@lenirltd.com); asabin@lenirltd.com
Subject: [External] Barber Apartments Project
Attachments: Updated Comment Letter re Barber Valley Luxury Apartments.PDF

Hi, Cody.

I was just on the phone with Doug Fowler, who is in an area where cell & data coverage isn't allowing him to communicate particularly well.

Doug asked that I reach out to you on his behalf regarding the apartment project on Barber Drive. I understand that there is once again a proposal to direct pedestrians from the apartment project onto Harris Ranch common area. Of course, that common area is a private amenity that is funded and maintained by the homeowners' associations at Harris Ranch. The developer and the associations have been opposed to that connection because we do not know how the arrangement would be fair and equitable, for reasons Doug outlined in his July correspondence to Celine (attached).

Let me know if there were other follow-up questions. Thanks, Cody.

T. Hethe Clark, Partner
251 E Front Street, Suite 200 | PO Box 639 | Boise, Idaho 83701
hclark@spinkbutler.com | Direct 208.388.3327 | Fax 208.388.1001

SPINK BUTLER
ATTORNEYS AT LAW

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Check out our blog on land use, real estate, and construction law in Idaho: Idaho Land Law.



Via email (cacord@cityofboise.org)

Celine Acord
City of Boise Planning and Development Services
150 N. Capitol Blvd.
Boise, Idaho 83701

Re: Barber Valley Luxury Apartments (CAR17-0004; PUD17-00077)
Response to Revised Site Plan

Dear Celine:

I write again on behalf of Barber Valley Development, Inc., the developer of Harris Ranch. Since our last letter, we have had the opportunity to review the updated plans provided by the applicant, as well as the additional comments provided by the applicant's planner, Mr. Nichols, and attorney, Mr. Lakey.

We appreciate the applicant's attempts to revise the application. As noted previously, we are not in opposition to multifamily projects in the Barber Valley—in fact, Harris Ranch was planned through a charrette process to include multifamily development in the denser areas of the project located near East Parkcenter Boulevard. This is where we expect additional commercial development and, ultimately, transit options will be available to accommodate these higher-density uses.

The applicant's attorney, Mr. Lakey, has indicated that the "Applicant has used the specific area plans for Harris Ranch and Barber Valley as a basis for many of its design components in this project." Perhaps some visual design elements were incorporated, which we expect will be more fully vetted in connection with design review. In the meantime, the most fundamental issue has not been addressed. Again, SP01 provides that multifamily development will be further south along the main transit corridors—not in the single-family residential area next to Barber Drive and the foothills. If this factor is ignored, there is simply no way to conclude that the application is in conformity with the specific area plans for Harris Ranch and Barber Valley.

The revised site plan raises additional follow-up questions that we believe should be addressed prior to hearing:

- **Traffic**. The prior application did not require a traffic study because it did not reach the 1,000 daily trip or 100 PM peak hour threshold generally applied by ACHD. We suggest verifying that the additional traffic generated by single-family residences has been studied to ensure the impacts on area roadways are understood. Particularly given that

Cody Riddle

From: Harry Keller <hk.sierra@gmail.com>
Sent: Friday, December 15, 2017 11:53 AM
To: Cody Riddle
Subject: [External] Fw: CAR17-00026, PUD17-00029 & SUB17-00052, 3555 E Warm Springs Ave
Attachments: BHV LLC.pdf

Dear Cody Riddle,
Boise City P&Z

I have a personal interest in the subject proposed project, due to my professional involvement in projects near and adjacent to the Privada Estates Subdivision. As such, I plan to provide a series of comment and technical information email letters for consideration toward P&Z decision making and potential inclusion in the PUD.

My first email concerns one of the ***initial submission documents provided 11/28/2017*** – specifically ***"DEED_11282017 updated 11/28/2017 DEED 11282017".*** This document delineates an outdated prior ownership change transaction recorded 05/18/2016, and does not reflect the current ownership change recorded November 14, 2017 (11/14/2017).

The attached file (BHV.PDF) provides the proper current ownership change recorded 11/14/2017 that should have been included with the initial submission.

Specifically, the file provides the:

1. Ada County Profile Information for the properties
2. Warranty Deed recorded 11/14/2017
3. Deed of Trust recorded 11/14/2017

Please include this email and its attachment within the file for the subject proposed project.

Thank You,
Harry Keller
hk.sierra@gmail.com

Barber Drive is intended to remain rural in character. For example, it does not currently have curb and sidewalk on the foothills side.

- **Wetlands, Drainage, and Wildlife.** We remain concerned that the on-site wetlands be studied and adequately remediated. After having reviewed Mr. Lakey's letter, we only see conclusory statements that the "quality of on-site wetland and wildlife areas will be improved." In reviewing the site plan, we see a vast expanse of asphalt or concrete and wonder how this can be the case. This also raises the question of whether all stormwater can be accommodated on-site and whether adjacent property owners will be affected. Finally, with regard to preserving wildlife, we have invited the applicant to join in the Harris Ranch Wildlife Mitigation Association, but that request has to date fallen on deaf ears.

- **Public Notice of the Elements of this Application.** Mr. Lakey indicates that the "Applicant will propose some additional language in the Development Agreement to ensure compatibility with character of the area." Once again, we believe the public's greatest concern is with regard to density and the location of multifamily development. If conditions are going to be suggested that address this issue, the public is entitled to have an opportunity to review this language and provide comment. If significant components of the application are not complete in time for the hearing, the public's opportunity to comment is lost. When will these conditions be proposed?

- **Connectivity.** The application continues to show a connection to the Harris Ranch property. While a request to connect has been made, there has not been sufficient detail provided to address how this arrangement would be fair and equitable. As of now, Harris Ranch and its residents pay for community amenities including maintenance of sidewalks, common area, ponds, etc. Fundamental questions regarding contribution to maintenance or addressing liabilities have not been addressed. Harris Ranch has been a forerunner in connectivity; however, in the absence of a specific request addressing each of these issues, the request cannot yet be taken seriously.

Once again, it is not our intent to throw up road blocks to area development, including with respect to multifamily. Multifamily is planned in Harris Ranch in areas and patterns that the community stakeholders helped to identify. As it stands, we do not believe this application aligns with those commitments from years ago.

Once again, we appreciate the opportunity to comment on this application.

Regards,

Doug Fowler
President, Barber Valley Development, Inc.



ParcelID	Site Address	Site City	Site ZIP	Acres	Building Square Feet	Finished Area	Owner
S0919428250	3555 E Warm Springs Ave	Boise	83716	2.24 Acres	4,363 SqFt	4,363 SqFt	Bhv LLC
S0919428310	3547 E Warm Springs Ave	Boise	83716	3.74 Acres	0 SqFt	0 SqFt	Bhv LLC
S0919428350	3503 E Warm Springs Ave	Boise	83716	2.67 Acres	0 SqFt	0 SqFt	Bhv LLC

Notice: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Ada County Property Profile Information

TitleOne
a title & escrow co.

Parcel ID: S0919428250
Property Addr: 3555 E Warm Springs Ave
Boise, ID 83716 - 9107
Property Type: Residential

Owner Information

Owner Name: Bhv LLC
Second Owner:
Mail Addr: 5266 W State St
Boise ID 83703 - 3332

Assessor Information

Legal Desc: PAR #8250 POR NW4SE4 SEC 19 3N 3E PAR A ROS 10462 #428315-S
Subdivision: 3n 3e 19
Lot/Block:
Twn/Rng/Sec: 03N / 03E / 19
Acres: 2.24 Acres
Irrigation Dist: BOISE-KUNA IRR
Tax Code Area:
0 Levy Rate: 0
Zoning: City of Boise-A-1
Homeowner Exemption: $0.00



Treasurer Information

Year: 0	**Tax:** $0.00		
Year: 0	**Tax:** $0.00		
Year: 0	**Tax:** $0.00		

Assessor Categories

Year	Cat.	Description	Acres	Value
2017	190	WASTE LAND	0.19	$0.00
2017	200	RES LOT OR TRACT	2.05	$256,500.00
2017	410	RES IMPROVEMENT	0	$689,500.00
		Totals:	2.24	$946,000.00

Land Information

Residential Acres:	2.05	**Commercial Acres:**	0	**Other Acres:**	0.19	**Street:**	
Water Source:		**Sewer:**		**Sidewalks:**	N	**Curbs and Gutters:**	No
View:		**Water Influence:**		**Water Frontage:**	0	**Corner:**	No
Utilities:		**Topography:**		**Recreation:**			

Residential Characteristics

Main Floor:	2,628	**Deck SqFt:**	448	**Bedrooms:**	4	**Fireplace:**	2
Lower Floor:	0	**Lower Floor Unfin:**	0	**Bathrooms:**	4	**Garage SqFt:**	2,855
Upper Floor:	0	**Patio SqFt:**	448	**Patio Covered:**	No	**Pool SqFt:**	0
Attic Fin:	0	**Attic Unfin:**	0	**Year Built:**	2005	**Porch SqFt:**	238
Basement:	1735	**Basement Unfin:**	0	**Remodeled:**		**Heating:**	Yes
Total SqFt:	0	**Total Unfin:**	0			**AC:**	Yes

Transfer Information

Rec. Date	11/14/2017	**Sale Price:**		**Doc Num:** 0000109029	**Doc Type:** Warranty Deed
Owner:	BHV LLC			**Grantor:** WJS PROPERTIES LLC	
Orig. Loan Amt:	$2,150,000.00			**Title Co:** TITLE ONE	
Finance Type:		**Loan Type:**		**Lender:** ID MALONE 3 LLC	

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Ada County Property Profile

Parcel #	S0919428250	**Owner**	Bhv LLC
Ref Parcel:		**Owner Address**	5266 W State St Boise ID 83703
Site Address	3555 E Warm Springs Ave Boise ID 83716	**Market Total Value**	$0.00
Lot Size	2.24 Acres (97,531 SqFt)	**Assessed Total Value**	$946,000.00
Building Area	4,363 SqFt	**Year Built**	2005
Subdivision	3n 3e 19	**Sale Date**	11/14/2017
School District	Boise Independent Sch	**Sale Price**	$0.00
Zoning:	City of Boise-A-1 Open Lands, Park	**Land Use**	- RES LOT OR TRACT
Legal	PAR #8250 POR NW4SE4 SEC 19 3N 3E PAR A ROS 10462 #428315-S		



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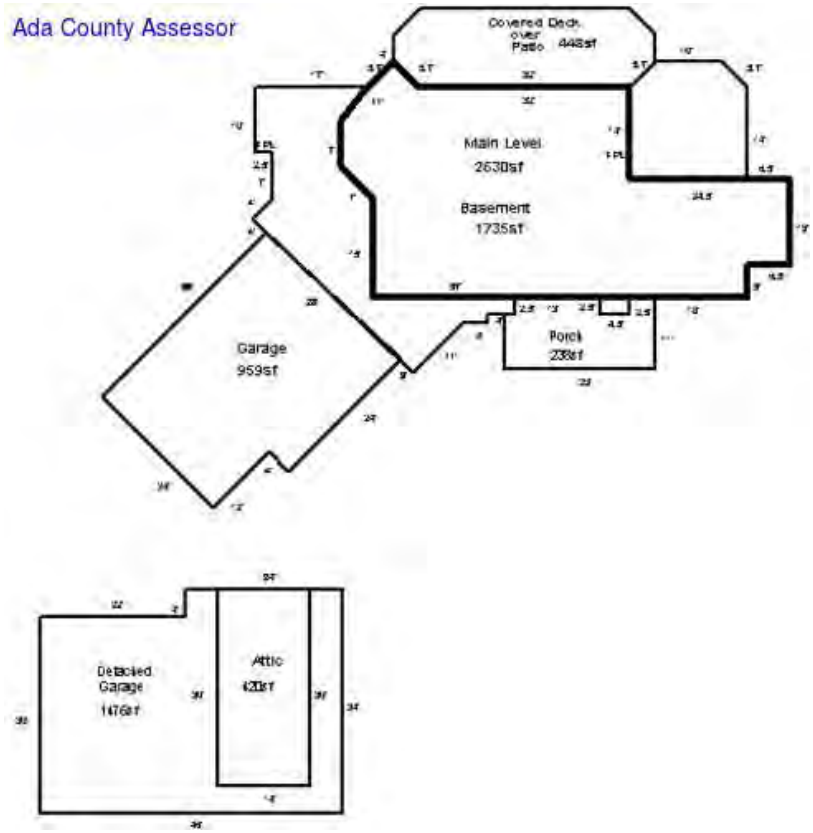
Building Sketch



Ada County appraisers follow American National Standards Institute (ANSI) building measurement standards for square footage calculations. This information is to be used ONLY for reference purposes and Ada County is not responsible for any inaccuracies. If you have questions concerning the accuracy, please use the “Need Help” button at the top of the screen.

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Taxes, Certifications, and Fees

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent*	Tax Data Current as of
2017	$15,117.94	$15,117.94	$0.00	No	11/27/2017

The listed tax charge is for the full annual charge and may not reflect any certifications, special assessments, adjustments, or circuit breaker amounts. Taxes are based on parcel valuation, minus any exemptions, then multiplied by the levies.
*Interest accrues daily on delinquencies. Please call the Ada County Treasurer's office at (208) 287-6800 for the total amount due with interest calculated to date of payment.

For Tax inquires please contact the Treasurer at (208) 287-6800

Ada County Property Profile Information



Parcel ID: S0919428310
Property Addr: 3547 E Warm Springs Ave
Boise, ID 83716 - 9107
Property Type: Residential

Owner Information
Owner Name: Bhv LLC
Second Owner:
Mail Addr: 5266 W State St
Boise ID 83703 - 3332

Assessor Information
Legal Desc: PAR #8310 POR NW4SE4 SEC 19 3N 3E PAR B ROS 10462 #428315-B
Subdivision: 3n 3e 19
Lot/Block:
Twn/Rng/Sec: 03N / 03E / 19
Acres: 3.74 Acres
Irrigation Dist: BOISE-KUNA IRR
Tax Code Area:
0 Levy Rate: 0
Zoning: City of Boise-A-1
Homeowner Exemption: $0.00

Treasurer Information

Year: 0	**Tax:** $0.00
Year: 0	**Tax:** $0.00
Year: 0	**Tax:** $0.00

Assessor Categories

Year	Cat.	Description	Acres	Value
2017	190	WASTE LAND	0.07	$0.00
2017	200	RES LOT OR TRACT	3.67	$199,500.00
		Totals:	3.74	$199,500.00

Land Information

Residential Acres: 3.67	**Commercial Acres:** 0	**Other Acres:** 0.07	**Street:**
Water Source:	**Sewer:**	**Sidewalks:** N	**Curbs and Gutters:** No
View:	**Water Influence:**	**Water Frontage:** 0	**Corner:** No
Utilities:	**Topography:**	**Recreation:**	

Transfer Information

Rec. Date 11/14/2017	**Sale Price:**	**Doc Num:** 0000109029	**Doc Type:** Other
Owner: BHV LLC		**Grantor:** WJS PROPERTIES LLC	
Orig. Loan Amt: $2,150,000.00		**Title Co:** TITLE ONE	
Finance Type:	**Loan Type:**	**Lender:** ID MALONE 3 LLC	

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Ada County Property Profile

TitleOne
a title & escrow co.

Parcel #	S0919428310	**Owner**	Bhv LLC
Ref Parcel:		**Owner Address**	5266 W State St Boise ID 83703
Site Address	3547 E Warm Springs Ave Boise ID 83716	**Market Total Value**	$0.00
Lot Size	3.74 Acres (163,089 SqFt)	**Assessed Total Value**	$199,500.00
Building Area	0 SqFt	**Year Built**	
Subdivision	3n 3e 19	**Sale Date**	11/14/2017
School District	Boise Independent Sch	**Sale Price**	$0.00
Zoning:	City of Boise-A-1 Open Lands, Park	**Land Use**	- RES LOT OR TRACT
Legal	PAR #8310 POR NW4SE4 SEC 19 3N 3E PAR B ROS 10462 #428315-B		



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Building Sketch

Sketch

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Taxes, Certifications, and Fees

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent*	Tax Data Current as of
2017	$3,188.20	$3,188.20	$0.00	No	11/27/2017

The listed tax charge is for the full annual charge and may not reflect any certifications, special assessments, adjustments, or circuit breaker amounts. Taxes are based on parcel valuation, minus any exemptions, then multiplied by the levies.
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For Tax inquires please contact the Treasurer at (208) 287-6800

Ada County Property Profile Information



Parcel ID: S0919428350
Property Addr: 3503 E Warm Springs Ave
Boise, ID 83716 - 9107
Property Type: Other

Owner Information
Owner Name: Bhv LLC
Second Owner:
Mail Addr: 5266 W State St
Boise ID 83703 - 3332

Assessor Information
Legal Desc: PAR #8350 POR NW4SE4 SEC 19 3N 3E
PAR C ROS 10462 #428315B
Subdivision: 3n 3e 19
Lot/Block:
Twn/Rng/Sec: 03N / 03E / 19
Acres: 2.67 Acres
Irrigation Dist: BOISE-KUNA IRR
Tax Code Area:
0 Levy Rate: 0
Zoning: City of Boise-A-1
Homeowner Exemption: $0.00

Treasurer Information

Year: 0	**Tax:** $0.00
Year: 0	**Tax:** $0.00
Year: 0	**Tax:** $0.00

Assessor Categories

Year	Cat.	Description	Acres	Value
2017	190	WASTE LAND	0.12	$0.00
2017	200	RES LOT OR TRACT	2.54	$171,000.00
		Totals:	2.67	$171,000.00

Land Information

Residential Acres: 2.54	**Commercial Acres:** 0	**Other Acres:** 0.12	**Street:**
Water Source:	**Sewer:**	**Sidewalks:** N	**Curbs and Gutters:** No
View:	**Water Influence:**	**Water Frontage:** 0	**Corner:** No
Utilities:	**Topography:**	**Recreation:**	

Transfer Information

Rec. Date 11/14/2017	**Sale Price:**	**Doc Num:** 0000109029	**Doc Type:** Other
Owner: BHV LLC		**Grantor:** WJS PROPERTIES LLC	
Orig. Loan Amt: $2,150,000.00		**Title Co:** TITLE ONE	
Finance Type:	**Loan Type:**	**Lender:** ID MALONE 3 LLC	

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Ada County Property Profile

Parcel #	S0919428350	**Owner**	Bhv LLC
Ref Parcel:		**Owner Address**	5266 W State St Boise ID 83703
Site Address	3503 E Warm Springs Ave Boise ID 83716	**Market Total Value**	$0.00
Lot Size	2.67 Acres (116,175 SqFt)	**Assessed Total Value**	$171,000.00
Building Area	0 SqFt	**Year Built**	
Subdivision	3n 3e 19	**Sale Date**	11/14/2017
School District	Boise Independent Sch	**Sale Price**	$0.00
Zoning:	City of Boise-A-1 Open Lands, Park	**Land Use**	- WASTE LAND
Legal	PAR #8350 POR NW4SE4 SEC 19 3N 3E PAR C ROS 10462 #428315B		



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Building Sketch

Sketch

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Details | Valuation | Tax Districts | **Taxes** | Characteristics | Sketch

Taxes, Certifications, and Fees

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent*	Tax Data Current as of
2017	$2,732.74	$2,732.74	$0.00	No	11/27/2017

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For Tax inquires please contact the Treasurer at (208) 287-6800

TitleOne
a title & escrow co.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 CHE FOWLER
TITLEONE BOISE

2017-109029
11/14/2017 04:16 PM
$15.00

Order Number: 17286190 JG/SP

WARRANTY DEED

For Value Received,

WJS Properties, LLC, an Idaho limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, **BHV, LLC, an Idaho limited liability company**, whose current address is **J. Kevin Brunk, 5266 W State Street, Boise, ID 83713,** the Grantee, the following described premises, in **Ada County, Idaho,** To Wit:

EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 11/13/17

WJS Properties, LLC, an Idaho limited liability company

By: _____
Michelle Martinez, Member

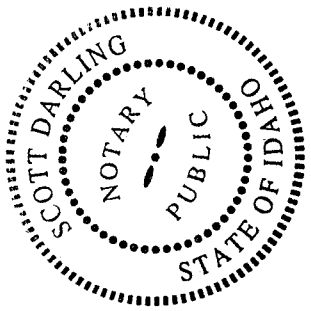
State of Idaho, County of Ada, ss.

On this 13th day of November, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Michelle Martinez, known or identified to me to be a Member of the limited liability company that executed the within instrument and acknowledged to me that she executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Notary Public for
Residing In: _____
My Commission Expires: _____

RESIDING: BOISE, ID
COMMISSION EXPIRES: 11-28-19



Land Description

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 19, Township 3 North, Range 3 East of the Boise Meridian, Boise City, Ada County Idaho being more particularly described as follows:

Commencing at the found aluminum cap monument representing the position of the Center Quarter of said Section 19 as perpetuated by document 2014 095484, Records of Ada County; Thence S 87° 56' 21" E along the mid-section line for a distance of 1324.24 feet to the Center-East 1/16th corner of said section, marked by a found 5/8th inch diameter iron pin; thence S 00° 20' 20" W for a distance of 717.02 feet to a found 5/8th inch diameter iron pin numbered PLS 14221 on the centerline of East Warm Springs Avenue and the **REAL POINT OF BEGINNING;**

Thence S 00° 19' 27" W along the exterior boundary of Dallas Harris Estates Subdivision No. 1 as recorded in Book 103 of Plats at Pages 13779-13785, Records of Ada County, for a distance of 613.18 feet to a found 5/8th inch diameter iron pin;

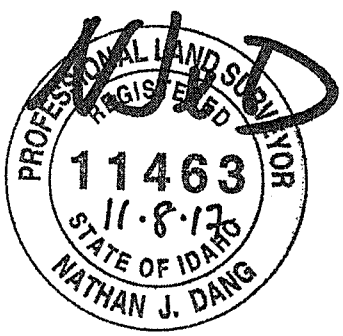
Thence N 88° 16' 32" W along said exterior boundary for a distance of 661.53 feet to a found 5/8th inch diameter iron pin labeled PLS 7015;

Thence N 00° 19' 18" E along the easterly boundary of Antelope Springs Subdivision as recorded in Book 107 of Plats at Pages 14814-14816, Records of Ada County, for a distance of 526.34 feet to the centerline of East Warm Springs Avenue, marked by a found 5/8th inch diameter iron pin labeled PLS 7015;

Thence N 84° 13' 24" E along said centerline for a distance of 665.12 feet to the **REAL POINT OF BEGINNING.**

Parcel contains 8.650 acres, or 376,807 square feet, more or less.

SUBJECT TO: Any easements or reservations of record or in use on or across the above-described parcel of land.



1602 W. Hays St., Suite 306 ▪ Boise, ID 83702 ▪ Phone: 208-863-4198 ▪
www.accuratesurveyors.com

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=22 CHE FOWLER
TITLEONE BOISE

2017-109030
11/14/2017 04:16 PM
$45.00

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

VARIN WARDWELL LLC
242 N. 8th Street, Suite 220
Boise, ID 83702
Attention: Anne C. Kunkel
17286190 JG/SA

(Space Above For Recorder's Use)

DEED OF TRUST

This Deed of Trust (the "Security Instrument") is made effective as of November 14, 2017, among **BHV, LLC**, an Idaho limited liability company, whose mailing address is 5266 W. State Street, Ste. 201, Boise, Idaho 83713, ("BHV"), **TitleOne Corporation,** whose mailing address is 1101 W. River Street, Suite 201, Boise, Idaho, as trustee ("Trustee"), and **ID Malone 3 LLC**, an Idaho limited liability company, whose mailing address is 4784 Riverfront Place, Garden City, Idaho 83714, as beneficiary ("Malone").

RECITALS

A. BHV by its term promissory note of even date herewith given to Malone is indebted to Malone in the principal sum of $2,150,000.00, together with a Repayment Fee of $500,000.00, in lawful money of the United States of America (the note together with all extensions, renewals, modifications, consolidations, substitutions, replacements, restatements and increases thereof shall collectively be referred to as the "Note"), with interest only as set forth in the Note, to be payable in accordance with the terms and conditions provided in the Note.

B. BHV desires to secure the payment of the Debt (as defined in Article 2) and the performance of all of its obligations under the Note and the Other Obligations (as defined in Article 2).

ARTICLE 1 - GRANTS OF SECURITY

1.1 Property Granted. BHV does hereby grant, bargain, sell, pledge, assign, warrant, transfer and convey to Trustee in trust, with power of sale, and grant a security interest to Malone in, the following property, rights, interests and estates now owned, or hereafter acquired by BHV (collectively, the "Property"):

1.1.1 Land. The real property in the City of Boise, Ada County, Idaho, described in the attached Exhibit A (the "Land").

1.1.2 Additional Land. All additional lands, estates and development rights hereafter acquired by BHV for use in connection with the Land and its development that may, from time to time, by supplemental deed of trust or otherwise be expressly made subject to the lien of this Security Instrument.

1.1.3 Improvements. The development improvements that may be installed on the Land (the "Improvements"). The existing abandoned residential structure and other outbuildings located on the Land shall be demolished and shall not for the purposes of this Security Instrument be considered Improvements.

1.1.4 Easements. All easements, rights-of-way or use rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and shares of stock representing such rights, and powers, air rights and development rights, minerals, oil, gas and other hydrocarbon substances on the Land, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of BHV of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto.

1.1.5 Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Land or the Improvements heretofore or hereafter entered into whether before or after the filing by or against BHV of any petition for relief under 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), as the same may be amended from time to time (the "Leases") and all right, title and interest of BHV, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against BHV of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt.

1.1.6 Leasehold Estate. All leasehold estate, right, title and interest of BHV in and to all leases or subleases covering the Property or any portion thereof, now or hereafter existing or entered into, and all amendments and extensions of the same, and all right, title and interest of BHV thereunder, including without limitation all cash or security deposits, advance rentals and deposits or payments of a similar nature.

1.1.7 Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade of streets, or for any other injury to or decrease in the value of the Property.

1.1.8 Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the Property.

1.1.9 Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction.

1.1.10 Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims.

1.1.11 Rights. The right, in the name and on behalf of BHV, to commence any action or proceeding to protect the interest of Malone in the Property and while an Event of Default remains uncured, to appear in and defend any action or proceeding brought with respect to the Property.

1.1.12 Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of BHV therein and thereunder, including, without limitation, the right to receive and collect any sums payable to BHV thereunder.

1.1.13 Intangibles. All trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles specific to or used in connection with the operation of the Property.

1.1.14 Other Rights. Any and all other rights of BHV in and to the items set forth in this Section 1.1.

1.2 Assignment of Leases and Rents. BHV hereby absolutely and unconditionally assigns to Malone all of BHV's right, title and interest in and to all current and future Leases and Rents; it being intended by BHV that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this Security Instrument, Malone grants to BHV a revocable license to collect

and receive the Rents. BHV shall hold a portion of the Rents sufficient to discharge all current sums due on the Debt, for use in the payment of such sums.

1.3 Security Agreement. This Security Instrument is both a real property deed of trust and a "security agreement" within the meaning of the Idaho Uniform Commercial Code. The Property includes all rights and interests, whether tangible or intangible in nature, of BHV in the Property. By executing and delivering this Security Instrument, BHV grants Malone, as security for the Obligations (defined in Section 2.3), a security interest in the Property that is personal property, if any (the "Personal Property") to the full extent that the Personal Property may be subject to the Uniform Commercial Code.

1.4 Pledge of Monies Held. BHV pledges to Malone and grants a security interest in any and all monies now or hereafter held by Malone, including, without limitation, all sums paid in condemnation award.

ARTICLE 2 - DEBT AND OBLIGATIONS SECURED

2.1 Debt. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing all of the following, in such order of priority as Malone may determine in its sole discretion (the "Debt"):

2.1.1 The payment of the indebtedness evidenced by the Note (including the Repayment Fee) in lawful money of the United States of America.

2.1.2 The payment of default interest, late charges and other sums, as provided in the Note, this Security Instrument or the other Loan Documents (defined in Section 3.2).

2.1.3 The payment of all other monies agreed or provided to be paid by BHV in the Note, this Security Instrument or the other Loan Documents.

2.1.4 The payment of all sums advanced pursuant to this Security Instrument to protect and preserve the Property and the lien and the security interest created hereby.

2.1.5 The payment of all sums advanced and costs and expenses incurred by Malone in connection with the Debt or any part thereof, any renewal, extension, modification, consolidation, change, substitution, replacement, restatement or increase of the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of BHV or Malone.

2.1.6 The payment of all other sums that may hereafter be loaned or advanced by Malone to BHV.

2.2 Other Obligations. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing all of the following (the "Other Obligations"):

2.2.1 The performance of all other obligations of BHV herein.

2.2.2 The performance of each obligation of BHV in the Loan Documents in addition to the payment of the Debt.

2.2.3 The performance of each obligation in the Loan Documents of any person guaranteeing the payment of the Debt or any portion thereof or performance by BHV of any terms of this Security Instrument (a "Guarantor"), if any.

2.2.4 The performance of each obligation of BHV and any Guarantor in any renewal, extension, modification, consolidation, change, substitution, replacement for, restatement or increase of all or any part of the Note, this Security Instrument or the other Loan Documents.

2.3 Debt and Other Obligations. BHV's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively as the "Obligations."

2.4 Payments. Unless payments are made in the required amount in immediately available funds at the place where the Note is payable, remittances in payment of all or any part of the Debt shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Malone in funds immediately available at the place where the Note is payable (or any other place as Malone, in Malone's sole discretion, may have established by delivery of written notice thereof to BHV) and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Malone of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default.

ARTICLE 3 - BHV COVENANTS

BHV covenants and agrees that:

3.1 Payment of Debt. BHV shall pay the Debt at the time and in the manner provided in the Note and in this Security Instrument.

3.2 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Note, (b) the Term Loan Agreement of even date made by BHV to Malone (the "Term Loan Agreement"), and (c) all and any of the documents other than the Note or this Security Instrument now or hereafter executed by BHV and/or others and by or in favor of Malone, which wholly or partially secure or guaranty payment of the Note or the other Obligations, and all documents that relate to any of the foregoing (the "Loan Documents"), are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

3.3 Insurance.

3.3.1 BHV shall obtain and maintain, or cause to be maintained, insurance for BHV and the Property providing at least the following coverages:

3.3.1.1 Property Insurance. The abandoned residence and other outbuildings are not insurable and shall be demolished by BHV.

3.3.1.2 Liability Insurance. Commercial general liability insurance, including bodily injury, death and property damage liability insurance, against any and all claims, including all legal liability to the extent insurable and imposed upon Malone and all court costs and attorneys' fees and expenses, arising out of or connected with the possession, use, leasing, operation, maintenance or condition of the Property in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to the Property but in no event for a combined single limit of less than $1,000,000.

3.3.1.3 Flood Insurance. If required by Subsection 5.2.1 hereof, flood insurance in an amount at least equal to the lesser of (A) the principal balance of the Note, or (B) the maximum limit of coverage available for the Property under the National Flood Insurance Act of 1968, The Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended.

3.3.1.4 Other Insurance. Such other insurance with respect to the Property against loss or damage of the kinds from time to time customarily insured against and in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to the Property.

3.3.2 All insurance provided for in Subsection 3.3.1 hereof shall be obtained under valid and enforceable policies (the "Policies" or in the singular, the "Policy"), and shall be issued by either the insurers who insure the Improvements on the date of this Security Instrument or one or more other domestic primary insurer(s)

having (i) an investment grade rating or claims paying ability assigned by one or more credit rating agencies approved by Malone (a "Rating Agency") and (ii) a general policy rating of A or better and a financial class of VI or better by A.M. Best Company, Inc. (each such insurer shall be referred to below as a "Qualified Insurer"). All insurers providing insurance required by this Security Instrument shall be authorized to issue insurance in the state in which the Property is located. The Policy referred to in Paragraph 3.3.1.2 above shall name Malone as an additional named insured and the Policy referred to in Paragraph 3.3.1.3 above, if any, shall provide that all proceeds be payable to Malone. The Policies referred to in Paragraph 3.3.1.3 shall also contain: (i) a standard "non-contributory mortgagee" endorsement or its equivalent (such as the Lender's Loss Payable endorsement 438 BFU, in long form) relating, *inter alia*, to recovery by Malone notwithstanding the negligent or willful acts or omission of BHV; (ii) to the extent available at commercially reasonable rates, a waiver of subrogation endorsement as to Malone; and (iii) an endorsement providing for a deductible per loss of an amount not more than that which is customarily maintained by prudent owners of similar properties in the general vicinity of the Property, but in no event in excess of an amount approved by Malone. All Policies described in Subsection 3.3.1 shall contain (i) a provision that such policies shall not be canceled or terminated, nor shall they expire, without at least thirty (30) days' prior written notice to Malone in each instance; and (ii) include effective waivers by the insurer of all claims for Insurance Premiums (defined below) against any loss payees, additional insureds and named insureds (other than BHV). Certificates of insurance with respect to all renewal and replacement Policies shall be delivered to Malone not less than thirty (30) days prior to the expiration date of any of the Policies required to be maintained hereunder which certificates shall bear notations evidencing payment of applicable premiums (the "Insurance Premiums"). Originals or certificates of such replacement Policies shall be delivered to Malone promptly after BHV's receipt thereof but in any case within thirty (30) days after the effective date thereof. If BHV fails to maintain and deliver to Malone the original Policies or certificates of insurance required by this Security Instrument, Malone may procure such insurance at BHV's sole cost and expense.

3.3.3 BHV shall comply with all insurance requirements and shall not bring or keep or permit to be brought or kept any article upon any of the Property or cause or permit any condition to exist thereon that would be prohibited by an insurance requirement, or would invalidate the insurance coverage required hereunder to be maintained by BHV on or with respect to any part of the Property pursuant to this section.

3.3.4 Subject to the understanding of the parties that BHV shall demolish all existing structures on the Property, if the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, BHV shall give prompt notice of such damage to Malone, BHV shall promptly commence and diligently prosecute the completion of the repair and restoration of the property as nearly as possible to the condition the Property was in immediately prior to such fire or other casualty, with such alterations as may be approved by Malone..

3.4 Payment of Taxes, Etc. BHV shall pay by their due date all taxes, assessments, water rates, sewer rents, governmental impositions, and other charges, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Taxes"), all ground rents, maintenance charges and similar charges, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Other Charges"), and all charges for utility services provided to the Property as same become due and payable. BHV shall deliver to Malone, promptly upon Malone's request, evidence satisfactory to Malone that the Taxes, Other Charges and utility service charges have been so paid or are not then delinquent. BHV shall not suffer and shall promptly cause to be paid and discharged any lien or charge whatsoever which may be or become a lien or charge against the Property, except to the extent sums sufficient to pay all Taxes and Other Charges have been deposited with Malone in accordance with the terms of this Security Instrument BHV shall furnish to Malone paid receipts for the payment of the Taxes and Other Charges prior to the date the same shall become delinquent.

3.5 Condemnation. BHV shall promptly give Malone notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Malone copies of any and all papers served in connection with such proceedings. Malone may participate in any such proceedings to the extent permitted by law. Upon an Event of Default, BHV shall deliver to Malone all instruments requested by it to permit such participation. BHV shall, at its expense, diligently prosecute any such proceedings, and shall consult with Malone, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), BHV shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and in this Security Instrument and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by

Malone, after the deduction of expenses of collection, to the reduction or discharge of the Debt. Malone shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate or rates provided herein or in the Note. If the Property is sold, through foreclosure or otherwise, prior to the receipt by Malone of the award or payment, Malone shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive the award or payment, or a portion thereof sufficient to pay the Debt.

3.6 Maintenance of Property. Upon BHV's demolition of the structures on the Property and removal of trees and vegetation, BHV shall cause the Property to be maintained in a good and safe condition.

3.7 Waste. BHV shall not, without the prior written consent of Malone, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereon.

3.8 Compliance with Laws.

3.8.1 BHV shall promptly comply with all existing and future federal, state and local laws, orders, ordinances, governmental rules and regulations or court orders affecting the Property, or the use thereof ("Applicable Law").

3.8.2 BHV shall from time to time, upon Malone's request, provide Malone with evidence reasonably satisfactory to Malone that the Property complies with all Applicable Laws or is exempt from compliance with Applicable Laws.

3.8.3 BHV shall give prompt notice to Malone of the receipt by BHV of any notice related to a violation of any Applicable Laws and of the commencement of any proceedings or investigations which relate to compliance with Applicable Laws.

3.9 Books and Records. Financial information as may, from time to time, be reasonably required by Malone in form and substance satisfactory to Malone.

3.10 Payment for Labor and Materials. BHV will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials incurred in connection with the Property and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof, except for the Permitted Exceptions (defined in Section 5.1).

3.11 Performance of Other Agreements. BHV shall observe and perform each and every term to be observed or performed by BHV pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Property.

3.12 Property Use. The Property shall be used only for development of single-family use and for no other use without the prior written consent of Malone, which consent may be withheld in Malone's discretion.

3.13 Wetlands. A portion of the Land is classified as wetlands and BHV shall use that portion of the Property in compliance with all applicable law, regulation and rule, and shall obtain all necessary permits, approvals and related use agreements for the demolition of any improvements on that portion of the Property or the use and development of the same.

ARTICLE 4 - RESERVED

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

BHV represents and warrants to Malone that:

5.1 Warranty of Title. BHV has good title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same and that BHV possesses an unencumbered fee simple absolute estate in the Land and the Improvements and that it owns the Property free and clear of all liens, encumbrances and charges whatsoever except for those exceptions approved by Malone (the "Permitted Exceptions"). Except for the Permitted Exceptions, BHV shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Malone against the claims of all persons whomsoever.

5.2 Status of Property.

5.2.1 No portion of the Improvements is located in an area identified by the Secretary of Housing and Urban Development or any successor thereto as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, or the National Flood Insurance Reform Act of 1994, as each may be amended, or any successor law, or, if any portion of the Improvements is now or at any time in the future located within any such area, BHV has obtained and will maintain the insurance prescribed in Section 3.3 hereof. BHV shall deliver evidence satisfactory to Malone that no portion of the Improvements is situated in a federally designated "special flood hazard area" or, if it is, that BHV has obtained insurance meeting the requirements of Paragraph 3.3.1.5.

5.2.2 BHV shall utilize its best efforts to obtain all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for BHV's intended development of the Property and the conduct of its business and all required zoning, building code, land use, environmental and other similar permits or approvals.

5.2.3 The Land meets at least one of the following conditions: (a) it is located within an incorporated city or village as of the date of this Security Instrument, (b) it does not exceed 40 acres, regardless of its use, or (c) it does not exceed 80 acres and is not principally used for the agricultural production of crops, livestock, dairy, or aquatic goods.

5.3 Financial Condition.

5.3.1 BHV is solvent, and no bankruptcy, reorganization, insolvency or similar proceeding under any state or federal law with respect to BHV has been initiated; and

5.3.2 It has received reasonably equivalent value for the granting of this Security Instrument.

5.4 Taxes. BHV and any Guarantor have filed all federal, state, county, municipal, and city income and other tax returns required to have been filed by them and have paid all taxes and related liabilities which have become due pursuant to such returns or pursuant to any assessments received by them. Neither BHV nor any Guarantor knows of any basis for any additional assessment in respect of any such taxes and related liabilities for prior years.

5.5 Mailing Address. BHV's mailing address, as set forth in the opening paragraph hereof or as changed in accordance with Article 13, is true and correct.

ARTICLE 6 - FURTHER ASSURANCES

6.1 Recording of Security Instrument, Etc. BHV forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Malone in, the Property. BHV will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note or mortgage supplemental hereto, any security instrument with

respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

6.2 Further Acts, Etc. BHV will, at the cost of BHV, and without expense to Malone, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Malone shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Malone the property and rights hereby mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which BHV may be or may hereafter become bound to convey or assign to Malone, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Applicable Laws. BHV, on demand, will execute and deliver and hereby authorizes Malone to execute in the name of BHV or without the signature of BHV to the extent Malone may lawfully do so, one or more financing statements, chattel mortgages or other instruments, to evidence or perfect more effectively the security interest of Malone in the Property. BHV grants to Malone an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Malone pursuant to this section.

ARTICLE 7 - DUE ON SALE OR ENCUMBRANCE

7.1 No Sale or Encumbrance. BHV agrees that BHV shall not, without the prior written consent of Malone, Transfer the Property or any part thereof or permit the Property or any part thereof to be Transferred, whether voluntary, involuntary, by operation of law, or otherwise.

7.1.1 A Transfer within the meaning of this Section 7.1 shall be deemed to include, but not limited to:

7.1.1.1 an installment sales agreement wherein BHV agrees to sell the Property or any part thereof for a price to be paid in installments;

7.1.1.2 an agreement by BHV leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, BHV's right, title and interest in and to any Leases or any Rents;

7.1.1.3 any Transfer or other disposition of any Interest with the result that a Controlling Interest in BHV shall be owned by a person or persons who are not now owners of a Controlling Interest in BHV.

7.1.2 As used in this Section 7.1, the following terms shall have the following meanings:

7.1.2.1 "Transfer" means sell, convey, mortgage, grant, bargain, encumber, pledge, assign, or otherwise transfer.

7.1.2.2 "Interest" means any interest in BHV or any interest in any entity that directly or indirectly holds an interest in BHV.

7.1.2.3 "Controlling Interest" means an Interest or combination of Interests that possesses, directly or indirectly, a substantial beneficial interest in BHV and the power to direct or cause the direction of the management and policies of BHV, whether through the ownership of voting interests, by contract, or otherwise.

ARTICLE 8 - DEFAULT

The occurrence of any one or more of the following events shall constitute an "Event of Default":

8.1 Payment Default. Failure to make any payment of (i) interest or principal when due, (ii) any other amount of the Debt when due, or (iii) the entire amount of the Debt on or before the Maturity Date.

8.2 Sale or Encumbrance. If BHV violates or does not comply with any of the provisions of Section 7.1.

8.3 Misrepresentation. If any representation or warranty of BHV or any Guarantor, or any member, general partner, principal or beneficial owner of any of the foregoing, made herein, or in any other Loan Document, or in any guaranty, or in any certificate, report, financial statement or other instrument or document furnished to Malone shall have been false or misleading in any material respect when made.

8.4 Guaranty Default. If any default occurs under any guaranty or indemnity executed in connection herewith and such default continues after the expiration of applicable grace periods, if any.

8.5 Other Default. Except for the specific defaults set forth in this section, any other default under any Loan Document by BHV, which default is not cured within ten (10) business days after written notice from Malone to BHV, however if the nature of the default is such that it cannot be reasonably cured within said ten (10) business days after written notice from Malone, the "Event of Default" will be deemed to have not occurred provided BHV commences to cure the identified default and diligently proceeds to complete such cure.

8.6 Insolvency. If BHV or any Guarantor shall make an assignment for the benefit of creditors or if BHV shall generally not be paying its debts as they become due.

8.7 Bankruptcy. If (i) BHV or any Guarantor shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or BHV or any Guarantor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against BHV or any Guarantor any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against BHV or any Guarantor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of any order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) BHV or any Guarantor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) BHV or any Guarantor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

ARTICLE 9 - RIGHTS AND REMEDIES

9.1 Remedies. Upon the occurrence of any Event of Default, BHV agrees that Malone may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against BHV and in and to the Property, including, but not limited to the following actions, each of which may, to the extent permitted by applicable law, be pursued concurrently or otherwise, at such time and in such order as Malone may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Malone:

9.1.1 Declare the entire unpaid Debt to be immediately due and payable;

9.1.2 Institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

9.1.3 Sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of BHV therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entity or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

9.1.4 Institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note or in the other Loan Documents;

9.1.5 Apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of BHV, any Guarantor or of any person, firm or other entity liable for the payment of the Debt;

9.1.6 Subject to any applicable law, the license granted to BHV under Section 1.2 shall automatically be revoked and Malone may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess BHV and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude BHV and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and BHV agrees to surrender possession of the Property and of such books, records and accounts to Malone upon demand, and thereupon Malone may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Malone deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of BHV with respect to the Property, whether in the name of BHV or otherwise, including without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect, and receive all Rents of the Property and every part thereof; (v) require BHV to pay monthly in advance to Malone, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by BHV; (vi) require BHV to vacate and surrender possession of the Property to Malone or to such receiver and, in default thereof, BHV may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Malone shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of MALONE, its counsel, agents and employees;

9.1.7 Exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Personal Property or any part thereof, and to take such other measures as Malone may deem necessary for the care, protection and preservation of the Personal Property, and (ii) request BHV at its expense to assemble the Personal Property and make it available to Malone at a convenient place acceptable to Malone. Any notice of sale, disposition or other intended action by Malone with respect to the Personal Property sent to BHV in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to BHV;

9.1.8 Surrender the Policies maintained pursuant to Article 3 hereof, collect the unearned Insurance Premiums and apply such sums as a credit on the Debt in such priority and proportion as Malone in its discretion shall deem proper, and in connection therewith, BHV hereby appoints Malone as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for BHV to collect such Insurance Premiums;

9.1.9 Apply the condemnation proceeds actually received by Malone , as Malone shall deem to be appropriate in its discretion;

9.1.10 Exercise any collateral assignment rights under the Security Agreement;

9.1.11 Pursue such other remedies as Malone may have under applicable law or at equity; or

9.1.12 Notwithstanding the provisions of this section to the contrary, if any Event of Default as described in Subsection 8.7(i) or (ii) shall occur, the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Malone.

9.2 Foreclosure by Power of Sale. Should Malone elect to foreclose by exercise of the power of sale herein contained, Malone shall notify Trustee and shall deposit with the Trustee this Security Instrument, the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require. Upon receipt of such notice from Malone, Trustee shall cause to be recorded and given all notices required by law. Trustee shall, without demand on BHV, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property at the time and place of sale fixed by it in said Notice of Sale either as a whole, or in separate lots or parcels as Trustee shall deem expedient, unless Malone specifies certain terms and conditions that are permitted by applicable law, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. The Trustee may postpone any sale by public announcement at the time and place noticed for the sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, BHV, Trustee or Malone, may purchase at such sale.

9.3 Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Malone pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Malone to the payment of the Debt in such priority and proportions as Malone in its discretion shall deem proper, subject to any applicable law.

9.4 Right to Cure Defaults. Upon the occurrence of any Event of Default, Malone may, but without any obligation to do so and without notice to or demand on BHV and without releasing BHV from any obligation hereunder, cure the same in such manner and to such extent as Malone may deem necessary to protect the security hereof. Malone is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this section, shall constitute a portion of the Debt and shall be due and payable to Malone upon demand. All such costs and expenses incurred by Malone in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the default rate specified in the Note (the "Default Rate"), for the period after notice from Malone that such cost or expense was incurred to the date of payment to Malone. All such costs and expenses incurred by Malone together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Malone therefor.

9.5 Actions and Proceedings. After the occurrence and during the continuance of an Event of Default, Malone has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of BHV, which Malone, in its discretion, decides should be brought to protect its interest in the Property.

9.6 Other Rights, Etc.

9.6.1 The failure of Malone to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. BHV shall not be relieved of BHV's obligations hereunder by reason of (i) the failure of Malone to comply with any request of BHV or any Guarantor to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Malone extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

9.6.2 It is agreed that the risk of loss or damage to the Property is on BHV, and Malone shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Malone shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Malone's possession.

9.6.3 Malone may resort for the payment of the Debt to any other security held by Malone in such order and manner as Malone, in its discretion, may elect. Malone may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Malone thereafter to foreclose this Security Instrument. The rights of Malone under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Malone shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Malone shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

9.7 Malone's Powers. Malone may release or reconvey any portion of the Property for such consideration as Malone may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Malone for such release or reconveyance, and may accept by assignment, pledge or otherwise any other property in place thereof as Malone may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property. Without affecting the liability of any other person liable for the payment and/or performance of the Obligations and without in any way impairing or affecting the lien or priority of this Security Instrument, Malone may, from time to time and without notice (i) release any person so liable; (ii) extend the maturity or alter any of the terms of any Obligation; (iii) grant other indulgences; or (iv) make compositions or other arrangements with debtors in relation thereto.

9.8 Violation of Laws. If the Property is not in compliance with Applicable Laws, Malone may impose additional requirements upon BHV in connection herewith including, without limitation, monetary reserves or financial equivalents.

9.9 Right of Entry. Malone and its agents shall have the right upon prior written notice to enter and inspect the Property at all reasonable times upon notice to BHV.

9.10 Acceptance of Trust; Powers and Duties of Trustee. Trustee accepts this trust when this Security Instrument is recorded. From time to time upon written request of Malone and presentation of this Security Instrument, or a certified copy thereof, for endorsement, and without affecting the personal liability of any person for payment of any indebtedness or performance of any other Obligation, Trustee may, without liability therefor and without notice: (a) reconvey all or any part of the Property; (b) consent to the making of any map or plat of the Property; (c) join in granting any easement on the Property; (d) join in any declaration of covenants and restrictions; or (e) join in any extension agreement or any agreement subordinating the lien or charge of this Security Instrument. Nothing contained in the immediately preceding sentence shall be construed to limit, impair or otherwise affect the rights of Trustee in any respect. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which BHV, Malone, or Trustee shall be a party unless brought by Trustee.

9.11 Appointment of Successor Trustee. In the event of dissolution or resignation of the Trustee, Malone may substitute a trustee or trustees to execute the trust hereby created, and when such substitution has been filed for record in the office of the Recorder of the county in which the Land is located and notice given to BHV, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

9.12 Reconveyance by Trustee. Upon written request of Malone stating that all sums secured hereby have been paid and upon surrender of this Security Instrument to Trustee for cancellation and retention and upon payment by BHV of Trustee's fees, Trustee shall reconvey to BHV, or the person or persons legally entitled thereto,

without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

ARTICLE 10 - ENVIRONMENTAL HAZARDS

10.1 Environmental Representations and Warranties. BHV represents and warrants, based upon an environmental Phase I site assessment of the Property and information that BHV knows, that: (a) there are no Hazardous Substances (defined below) or underground storage tanks in, on, or under the Property, except those that are both (i) in compliance with Environmental Laws (defined below) and with permits issued pursuant thereto, if any, and (ii) fully disclosed to Malone in writing pursuant to the written reports resulting from the environmental assessment of the Property delivered to Malone (the "Environmental Report"); (b) there are no past or present Releases (defined below) of Hazardous Substances in violation of any Environmental Law or which would require Remediation (defined below) by a Government Authority in, on, under or from the Property except as described in the Environmental Report; (c) there is no past or present non-compliance with Environmental Laws, or with permits issued pursuant thereto, in connection with the Property except as described in the Environmental Report; (d) BHV does not know of, and has not received, any written or oral notice or other communication from any person or entity (including, but not limited to a governmental entity) relating to Hazardous Substances or Remediation thereof, of possible liability of any person or entity pursuant to any Environmental Law, other environmental conditions in connection with the Property, or any actual administrative or judicial proceedings in connection with any of the foregoing; and (e) BHV has truthfully and fully provided to Malone, in writing, any and all information relating to environmental conditions in, on, under or from the Property that is known to BHV and that is contained in BHV's files and records, including, but not limited to any reports relating to Hazardous Substances in, on, under or from the Property and/or to the environmental condition of the Property.

10.1.1 "Environmental Law" means any present, and for the purposes of Sections 10.2, 10.3 and 11.2 only, future, federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Substances, relating to liability for or costs of Remediation or prevention of Releases of Hazardous Substances or relating to liability for or costs of other actual or threatened danger to human health or the environment. "Environmental Law" includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Materials Transportation Act of 1994; the Resource Conservation and Recovery Act (including, but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. "Environmental Law" also includes, but is not limited to, any present, and for the purposes of Sections 10.2, 10.3 and 11.2 only, future, federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law: conditioning transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of the property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any governmental authority or other person or entity, whether or not in connection with transfer of title to or interest in property.

10.1.2 "Hazardous Substances" include but are not limited to any and all substances (whether solid, liquid or gas) (i) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present, or for the purposes of Sections 10.2, 10.3 and 11.2 only, future, Environmental Laws or (ii) that may have a negative impact on human health or the environment, including, but not limited to petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives.

10.1.3 "Release" of any Hazardous Substance includes, but is not limited to, any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances.

10.1.4 "Remediation" includes, but is not limited to, any response, remedial removal, or corrective action, any activity to clean up, detoxify, decontaminate, contain or otherwise remediate any Hazardous Substance, any actions to prevent, cure or mitigate any Release of any Hazardous Substance, any action to comply with any Environmental Laws or with any permits issued pursuant thereto, any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis or evaluation relating to any Hazardous Substances or to anything referred to in this Article.

10.2 Environmental Covenants. BHV covenants and agrees that so long as BHV owns, manages, is in possession of, or otherwise controls the operation of the Property: (a) all uses and operations on or of the Property, whether by BHV or any other person or entity, shall be in compliance with all Environmental Laws and permits issued pursuant thereto; (b) there shall be no Releases of Hazardous Substances in, on, under or from the Property in violation of Environmental Law; (c) there shall be no Hazardous Substances in, on, or under the Property, except those that are in compliance with all Environmental Laws and with permits issued pursuant thereto, if and to the extent required; (d) BHV shall keep the Property free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of BHV or any other person or entity (the "Environmental Liens"); (e) BHV shall, at its sole cost and expense, fully and expeditiously cooperate in all activities pursuant to Section 10.3 below, including, but not limited to, providing all relevant information and making knowledgeable persons available for interviews; (f) BHV shall, at its sole cost and expense, perform any environmental site assessment or other investigation of environmental conditions in connection with the Property, pursuant to any reasonable written request of Malone after Malone has reason to believe this section has been violated (including, but not limited to sampling, testing and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas), and share with Malone the reports and other results thereof, and Malone and other Indemnified Parties (defined in Section 11.1) shall be entitled to rely on such reports and other results thereof; (g) BHV shall, at its sole cost and expense, comply with all reasonable written requests of Malone to (i) reasonably effectuate Remediation of any condition (including, but not limited to a Release of a Hazardous Substance) in, on, under or from the Property, (ii) comply with any Environmental Law, (iii) comply with any directive from any governmental authority, and (iv) take any other reasonable action necessary or appropriate for protection of human health or the environment; (h) BHV shall not do or allow any tenant or other user of the Property to do any act that materially increases the dangers to human health or the environment, poses an unreasonable risk of harm to any person or entity (whether on or off the Property), impairs or may impair the value of the Property, is contrary to any requirement of any insurer, constitutes a public or private nuisance, constitutes waste, or violates any covenant, condition, agreement or easement applicable to the Property; and (i) BHV shall immediately notify Malone in writing promptly after it has become aware of (A) any presence or Releases or threatened Releases of Hazardous Substances in, on, under, from or migrating towards the Property which is required to be reported to a governmental authority under any Environmental Law, (B) any actual Environmental Lien affecting the Property, (C) any required Remediation of environmental conditions relating to the Property, and (D) any written or oral notice or other communication of which BHV becomes aware from any source whatsoever (including, but not limited to a governmental entity) relating in any way to Hazardous Substances or Remediation thereof, possible liability of any person or entity pursuant to any Environmental Law, other environmental conditions in connection with the Property, or any actual or threatened administrative or judicial proceedings in connection with anything referred to in this Article.

10.3 Malone's Rights. Malone, its environmental consultant, and any other person or entity designated by Malone, including, but not limited to, any receiver and any representative of a governmental entity, shall have the right, but not the obligation, after notice to BHV, to enter upon the Property at all reasonable times to assess any and all aspects of the environmental condition of the Property and its use, including, but not limited to conducting any environmental assessment or audit of the Property or portions thereof to confirm BHV's compliance with the provisions of this Article, and BHV shall cooperate in all reasonable ways with Malone in connection with any such audit. Such audit shall be performed in a manner so as to minimize interference with the conduct of business at the Property. If such audit discloses that a violation of or a liability under any Environmental Law exists or if such audit was required or prescribed by law, regulation or governmental or quasi-governmental authority, BHV shall pay all costs and expenses incurred in connection with such audit; otherwise, the costs and expenses of such audit shall, notwithstanding anything to the contrary set forth in this section, be paid by Malone.

ARTICLE 11 - INDEMNIFICATION

11.1 General Indemnification. BHV shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement, or punitive damages, of whatever kind or nature (including, but not limited to attorneys' fees and other costs of defense) (the "Losses") imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following (but excluding Losses arising out of an Indemnified Party's gross negligence or willful misconduct): (a) ownership of this Security Instrument, the Property or any interest therein or receipt of any Rents; (b) any amendment to, or restructuring of, the Debt, and the Note, this Security Instrument, or any other Loan Documents; (c) any and all lawful action that may be taken by Malone in connection with the enforcement of the provisions of this Security Instrument or the Note or any of the other Loan Documents, whether or not suit is filed in connection with the same, or in connection with BHV, any Guarantor and/or any member, partner, joint venture or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; (d) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (e) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (f) any failure on the part of BHV to perform or be in compliance with any of the terms of this Security Instrument; (g) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (h) any failure of the Property to be in compliance with any Applicable Laws; (i) any and all claims and demands whatsoever that may be asserted against Malone by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; or (j) the payment of any commission, charge or brokerage fee to anyone that may be payable in connection with the funding of the loan evidenced by the Note and secured by this Security Instrument. Any amounts payable to Malone by reason of the application of this section shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Malone until paid. The term "Indemnified Parties" means Malone and any person or entity who is or will have been involved in the origination of this loan, any person or entity who is or will have been involved in the servicing of this loan, any person or entity in whose name the encumbrance created by this Security Instrument is or will have been recorded, persons and entities who may hold or acquire or will have held a full or partial interest in this loan, as well as the respective directors, officers, shareholders, members, partners, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing.

11.2 Environmental Indemnification. BHV shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses and costs of Remediation (whether or not performed voluntarily), engineers' fees, environmental consultants' fees, and costs of investigation (including, but not limited to, sampling, testing and analysis of soil, water, air, building materials, and other materials and substances whether solid, liquid or gas) imposed upon or incurred by or asserted against any Indemnified Parties, and arising out of or in any way relating to any one or more of the following, unless caused by the gross negligence or willful misconduct of any Indemnified Party: (a) any presence of any Hazardous Substances in, on, above or under the Property; (b) any past, present or threatened Release of Hazardous Substances in, on, above, under or from the Property; (c) any activity by BHV, any person or entity affiliated with BHV or tenant or other users of the Property in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other Release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from the Property of any Hazardous Substances at any time located in, under, on or above the Property; (d) any activity by BHV, any person or entity affiliated with BHV or tenant or other users of the Property in connection with any actual or proposed Remediation of any Hazardous Substances at any time located in, under, on or above the Property, whether or not such Remediation is voluntary or pursuant to court or administrative order, including, but not limited to, any removal, remedial or corrective action; (e) any past, present or threatened violations of any Environmental Laws (or permits issued pursuant to any Environmental Law) in connection with the Property or operations thereon, including, but not limited to, any failure by BHV, any person or entity affiliated with BHV or tenant or other users of the Property to comply with any order of any governmental authority in connection with Environmental Laws; (f) the imposition, recording or filing of any Environmental Lien encumbering the Property; (g) any administrative processes or proceedings or judicial

proceedings in any way connected with any matter addressed in Article 10 and this section; (h) any past, present or threatened injury to, destruction of or loss of natural resources in any way connected with the Property, including, but not limited to, costs to investigate and assess such injury, destruction or loss; (i) any acts of BHV or other users of the Property in arranging for disposal or treatment, or arranging with a transporter for transport for disposal or treatment, of Hazardous Substances owned or possessed by such BHV or other users, at any facility or incineration vessel owned or operated by another person or entity and containing such or similar Hazardous Substance; (j) any acts of BHV or other users of the Property, in accepting any Hazardous Substances for transport to disposal or treatment facilities, incineration vessels or sites selected by BHV or such other users, from which there is a Release, or a threatened Release of any Hazardous Substance which causes the incurrence of costs for Remediation; (k) any personal injury, wrongful death, or property damage caused by Hazardous Substances arising under any statutory or common law or tort law theory, including but not limited to, damages assessed for the maintenance of a private or public nuisance or for the conducting of an abnormally dangerous activity on or near the Property; and (l) any intentional misrepresentation in any representation or warranty or material breach or failure to perform any covenants or other obligations pursuant to Article 10.

11.3 Duty to Defend; Attorneys' Fees and Other Fees and Expenses. Upon written request by any Indemnified Party, BHV shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, any Indemnified Parties may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of the Indemnified Parties, their attorneys shall control the resolution of claim or proceeding. Upon demand, BHV shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

ARTICLE 12 - WAIVERS

12.1 Marshaling and Other Matters. BHV hereby waives, to the extent permitted by law, the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the Property or any part thereof or any interest therein.

12.2 Waiver of Notice. To the extent permitted by Applicable Law, BHV shall not be entitled to any notices of any nature whatsoever from Malone except with respect to matters for which this Security Instrument specifically and expressly provides for the giving of notice by Malone to BHV and except with respect to matters for which Malone is required by Applicable Law to give notice, and BHV hereby expressly waives the right to receive any notice from Malone with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Malone to BHV.

12.3 Waiver of Subrogation. BHV waives any and all right to claim or recover against Malone, its officers, employees, agents and representatives, by way of subrogation or otherwise, for any loss sustained by BHV, or any loss or damage to the Property, BHV's property or the property of others under BHV's control from any cause insured against or required to be insured against by the provisions of this Security Instrument.

12.4 Waiver of Statute of Limitations. BHV hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

12.5 Survival. Except as hereinafter specifically set forth below, the representations and warranties, covenants, and other obligations arising under Articles 10 and 11 shall in no way be impaired by any satisfaction or other termination of this Security Instrument, any assignment or other transfer of all or any portion of this Security Instrument or Malone's interest in the Property (but, in such case, shall benefit both Indemnified Parties and any assignee or transferee), any exercise of Malone's rights and remedies pursuant hereto including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Note or any of the other Loan Documents, any transfer of all or any portion of the Property (whether by BHV or by Malone following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), any amendment to this Security Instrument, the Note or the other Loan Documents, and any act or omission that might otherwise be construed as a release or discharge of BHV from the obligations pursuant hereto. All obligations and liabilities of BHV under

Articles 10 and 11 shall cease and terminate on the first (1st) anniversary of the date of payment to Malone in cash of the entire Debt, provided that contemporaneously with or subsequent to such payment, BHV, at its sole cost and expense, delivers to Malone an environmental audit of the Property in form and substance, and prepared by a qualified environmental consultant, reasonably satisfactory in all respects to Malone and indicating the Property is in full compliance with all applicable Environmental Laws.

ARTICLE 13 - NOTICES

All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof, (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Malone:	ID Malone 3 LLC 4784 Riverfront Place Garden City, Idaho 83714 E-Mail: alanm81451@aol.com
With a copy to:	Varin Wardwell LLC 242 N. 8th Street, Suite 220 Boise, Idaho 83702 Attention: Anne C. Kunkel E-Mail: annekunkel@varinwardell.com
If to BHV:	BHV, LLC 5266 W. State Street, Ste. 101 Boise, Idaho 83713 Attention: J. Kevin Brunk E-Mail: kevin@jkbdev.net
With a copy to:	Sherburne Development, LLC 5266 W. State St., Ste. 101 Boise, Idaho 83713 Attention: Jared Sherburne E-Mail: jared@sherburne-marrs.com
With a copy to:	Brian F. McColl Worst, Fitzgerald & Stover, PLLC 3858 N. Garden Center Way, Ste. 200 Boise, Idaho 83703 E-Mail: brian@wilsonmccoll.com

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

ARTICLE 14 - APPLICABLE LAW

14.1 Choice of Law. THIS SECURITY INSTRUMENT SHALL BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

14.2 Usury Laws. This Security Instrument and the Note are subject to the express condition that at no time shall BHV be obligated or required to pay interest on the Debt at a rate that could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which BHV is permitted

by applicable law to contract or agree to pay. If by the terms of this Security Instrument or the Note, BHV is at any time required or obligated to pay interest on the Debt at a rate in excess of such maximum rate, the rate of interest under the Security Instrument and the Note shall be deemed to be immediately reduced to such maximum rate and all prior interest payments in excess of all maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note. All sums paid or agreed to be paid to Malone for the use, forbearance, or detention of the Debt shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Note until payment in full so that the rate or amount of interest on account of the Debt does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the Debt for so long as the Debt is outstanding.

14.3 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any Applicable Law.

14.4 Inapplicable Provision. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

ARTICLE 15 - COSTS

15.1 Performance at BHV's Expense. BHV acknowledges and confirms that Malone shall impose certain administrative processing and/or commitment fees in connection with (a) the extension, renewal, modification, amendment and termination of its loans, (b) the release or substitution of collateral therefor, (c) obtaining certain consents, waivers and approvals with respect to the Property, or (d) the review of any Lease or proposed Lease or the preparation or review of any subordination, non-disturbance agreement (the occurrence of any of the above shall be called an "Event"). BHV further acknowledges and confirms that it shall be responsible for the payment of all costs of reappraisal of the Property or any part thereof, whether required by law, regulation, Malone or any governmental or quasi-governmental authority. BHV hereby acknowledges and agrees to pay, immediately, with or without demand, all such fees (as the same may be increased or decreased from time to time), and any additional fees of a similar type or nature which may be imposed by Malone from time to time, upon the occurrence of any Event or otherwise. Wherever it is provided for herein that BHV pay any costs and expenses, such costs and expenses shall include, but not be limited to, all legal fees and disbursements of Malone, whether of retained firms, the reimbursement for the expenses of in-house staff or otherwise.

15.2 Attorney's Fees for Enforcement.

15.2.1 BHV shall pay all legal fees incurred by Malone in connection with (i) the preparation of the Note, this Security Instrument and the other Loan Documents; and (ii) the items set forth in Section 15.1 above.

15.2.2 BHV shall pay to Malone on demand any and all expenses, including legal expenses and attorney's fees, incurred or paid by Malone in protecting its interest in the Property or Personal Property or in collecting any amount payable hereunder or in enforcing its rights hereunder with respect to the Property or Personal Property, whether or not any legal proceeding is commenced hereunder or thereunder and whether or not any default or Event of Default shall have occurred and is continuing, together with interest thereon at the Default Rate from the date paid or incurred by Malone until such expenses are paid by BHV.

ARTICLE 16 - DEFINITIONS

16.1 General Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "BHV" shall mean "each BHV and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Malone" shall mean "Malone and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "person" shall include an individual, corporation, limited liability company, partnership, trust, unincorporated

association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to fees and disbursements at the pretrial, trial and appellate levels incurred or paid by Malone in protecting its interest in the Property, the Leases and the Rents and enforcing its rights under this Security Instrument.

16.2 Headings, Etc. The headings and captions of various sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 No Oral Change. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of BHV or Malone, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

17.2 Liability. If BHV consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Security Instrument shall be binding upon and inure to the benefit of BHV and Malone and their respective successors and assigns forever.

17.3 Duplicate Originals; Counterparts. This Security Instrument may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Security Instrument may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Security Instrument. The failure of any party hereto to execute this Security Instrument, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

17.4 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

17.5 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Malone shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Malone and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of BHV's obligations hereunder, under the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

17.6 Entire Agreement. The Note, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement between BHV and Malone with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements between BHV and Malone with respect thereto. BHV hereby acknowledges that, except as incorporated in writing in the Note, this Security Instrument and the other Loan Documents, there are not, and were not, and no persons are or were authorized by Malone to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Security Instrument and the other Loan Documents.

17.7 Fixture Filing. This Deed of Trust is to be filed and indexed as such in the appropriate real property records and also to be indexed as a fixture filing pursuant to Idaho Code Section 28-9-502.

NOTICE:
THE DEBT SECURED HEREBY IS SUBJECT TO ACCELERATION OR CALL IN FULL IN THE EVENT OF A SALE, CONVEYANCE OR ENCUMBRANCE OF THE PROPERTY (OR PART THEREOF) OR OF THE CONTROLLING

VOTING INTERESTS (IN A SINGLE TRANSACTION OR IN THE AGGREGATE OF MULTIPLE TRANSACTIONS) IN BHV EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this security instrument has been executed by BHV effective as of the date and year first above written.

BHV:

BHV, LLC,
an Idaho limited liability company

By: J777I, LLC,
an Idaho limited liability company, Member

By: _____
J. Kevin Brunk, Managing Member

By: Sherburne Development, LLC,
an Idaho limited liability company, Member

By: _____
Jared Sherburne, Managing Member

STATE OF IDAHO)
) ss.
County of ADA)

On this 10th day of November, 2017, before me, a Notary Public in and for said State, personally appeared J. Kevin Brunk, known or identified to me to the managing member of J777I, LLC, a limited liability company, a member of BHV, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such general partnership executed the same in said limited liability company name.

RONNI CHRISTIANSON NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for the State of Idaho
Residing at Boise, Idaho
Commission Expires 7-15-22

STATE OF IDAHO)
) ss.
County of ADA)

On this 13th day of November, 2017, before me, a Notary Public in and for said State, personally appeared Jared Sherburne, known or identified to me to the managing member of Sherburne Development, LLC, a limited liability company, a member of BHV, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such general partnership executed the same in said limited liability company name.

RONNI CHRISTIANSON NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for the State of Idaho
Residing at Boise, Idaho
Commission Expires 7-15-22

EXHIBIT A

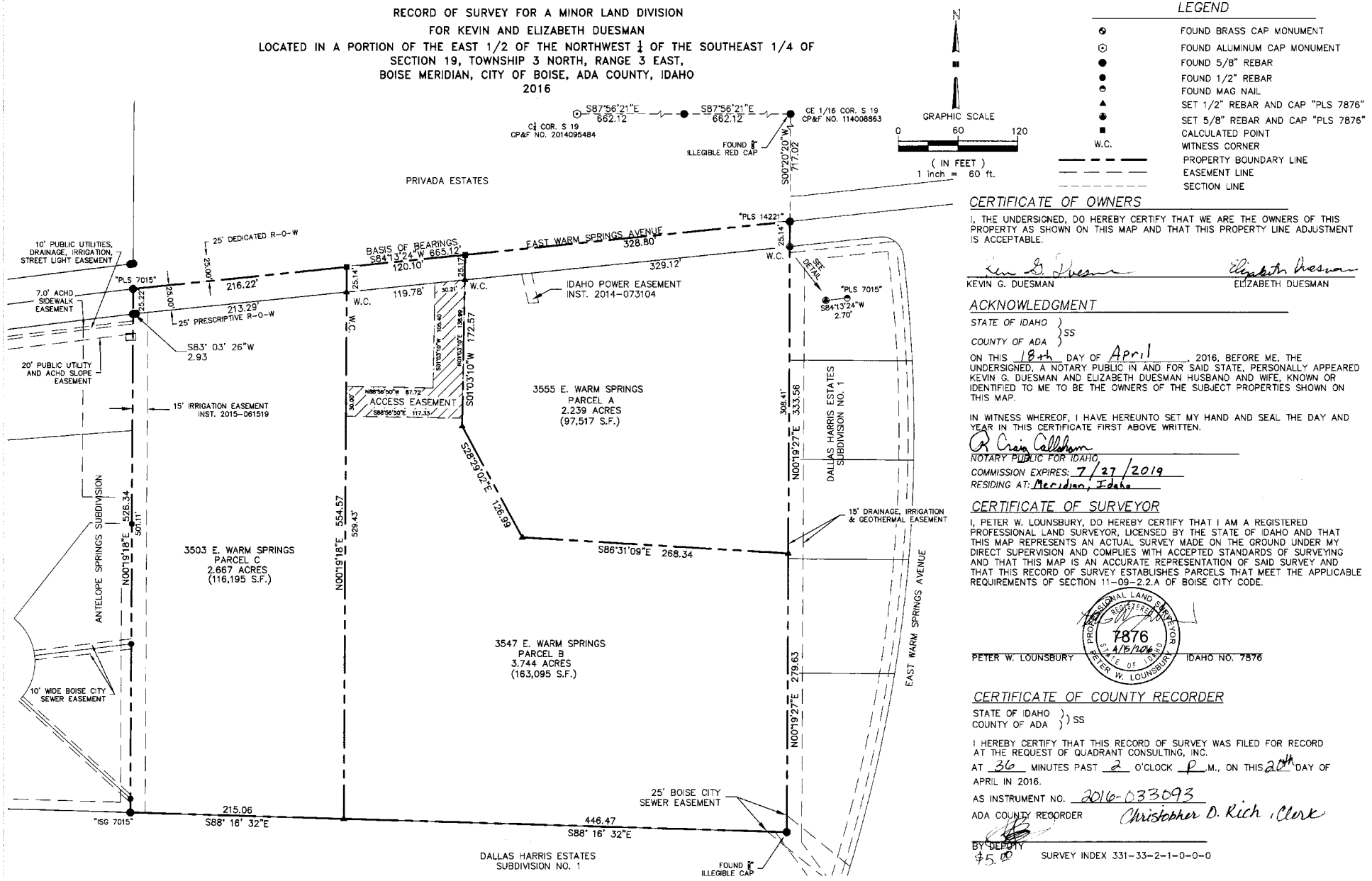
Description of the Property

A parcel of land located in the Northwest quarter of the Southeast quarter of Section 19, Township 3 North, Range 3 East of the Boise Meridian, Boise City, Ada County, Idaho being more particularly described as follows:

Commencing at the found aluminum cap monument representing the position of the center quarter of said Section 19 as perpetuated by document 2014-095484, Records of Ada County; thence
South 87°56'21" East along the mid-section line for a distance of 1324.24 feet to the Center-East 1/16 corner of said section, marked by a found 5/8 inch diameter iron pin; thence
South 00°20'20" West for a distance of 717.02 feet to a found 5/8 inch diameter iron pin numbered PLS 14221 on the centerline of East Warm Springs Avenue and the Real Point of Beginning; thence
South 00°19'27" West along the exterior boundary of Dallas Harris Estates Subdivision No. 1 as recorded in Book 103 of Plats at Pages 13779-13785, Records of Ada County, for a distance of 613.18 feet to a found 5/8 inch diameter iron pin; thence
North 88°16'32" West along said exterior boundary for a distance of 661.53 feet to a found 5/8 inch diameter iron pin labeled PLS 7015; thence
North 00°19'18" East along the Easterly boundary of Antelope Springs Subdivision as recorded in Book 107 of Plats at Pages 14814-14816, Records of Ada County, for a distance of 526.34 feet to the centerline of East Warm Springs Avenue, marked by a found 5/8 inch diameter iron pin labeled PLS 7015; thence
North 84°13'24" East along said centerline for a distance of 665.12 feet to the Real Point of Beginning.

ROS 10462

RECORD OF SURVEY FOR A MINOR LAND DIVISION
FOR KEVIN AND ELIZABETH DUESMAN
LOCATED IN A PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO
2016



LEGEND

⊕	FOUND BRASS CAP MONUMENT
⊙	FOUND ALUMINUM CAP MONUMENT
●	FOUND 5/8" REBAR
●	FOUND 1/2" REBAR
◓	FOUND MAG NAIL
▲	SET 1/2" REBAR AND CAP "PLS 7876"
◉	SET 5/8" REBAR AND CAP "PLS 7876"
■	CALCULATED POINT
W.C.	WITNESS CORNER
— — —	PROPERTY BOUNDARY LINE
— — —	EASEMENT LINE
— — —	SECTION LINE

CERTIFICATE OF OWNERS

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THIS PROPERTY AS SHOWN ON THIS MAP AND THAT THIS PROPERTY LINE ADJUSTMENT IS ACCEPTABLE.

Kevin G. Duesman — Elizabeth Duesman

KEVIN G. DUESMAN — ELIZABETH DUESMAN

ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
COUNTY OF ADA)

ON THIS 18th DAY OF April, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED KEVIN G. DUESMAN AND ELIZABETH DUESMAN HUSBAND AND WIFE, KNOWN OR IDENTIFIED TO ME TO BE THE OWNERS OF THE SUBJECT PROPERTIES SHOWN ON THIS MAP.

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

Craig Callahan
NOTARY PUBLIC FOR IDAHO
COMMISSION EXPIRES: 7/27/2019
RESIDING AT: Meridian, Idaho

CERTIFICATE OF SURVEYOR

I, PETER W. LOUNSBURY, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO AND THAT THIS MAP REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND COMPLIES WITH ACCEPTED STANDARDS OF SURVEYING AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND THAT THIS RECORD OF SURVEY ESTABLISHES PARCELS THAT MEET THE APPLICABLE REQUIREMENTS OF SECTION 11-09-2.2.A OF BOISE CITY CODE.

REGISTERED PROFESSIONAL LAND SURVEYOR 7876 4/15/2016 STATE OF IDAHO PETER W. LOUNSBURY

PETER W. LOUNSBURY — IDAHO NO. 7876

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO)
) SS
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS RECORD OF SURVEY WAS FILED FOR RECORD AT THE REQUEST OF QUADRANT CONSULTING, INC.

AT 36 MINUTES PAST 2 O'CLOCK P M., ON THIS 20th DAY OF APRIL IN 2016.

AS INSTRUMENT NO. 2016-033093

ADA COUNTY RECORDER Christopher D. Rich, Clerk

BY DEPUTY

$5.00 SURVEY INDEX 331-33-2-1-0-0-0

RECORD DATA REFERENCES

RECORD OF SURVEY NO. 1414
RECORD OF SURVEY NO. 9054
DALLAS HARRIS ESTATES SUBDIVISION NO. 1
ANTELOPE SPRINGS SUBDIVISION
PRIVADA ESTATES
WARRANTY DEED INST. 105124558

SIGNATURE OF BOISE CITY PLANNING DIRECTOR

THE UNDERSIGNED, HEREBY CERTIFIES THAT THIS MINOR LAND DIVISION RECORD OF SURVEY IS IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 11-09-02.1.A OF BOISE CITY CODE.

BOISE CITY PLANNING DIRECTOR — DATE 4.20.16

NOTES

1. THE PROPERTIES ARE CURRENTLY ZONED A-1.
2. THIS RECORD OF SURVEY HAS BEEN APPROVED BY BOISE CITY UNDER APPLICATION ROS16-31
3. THESE PARCELS MAY NOT BE DIVIDED UNLESS APPROVED BY THE CITY OF BOISE.
4. THE ORIGINAL PARCEL IS NO LONGER A BUILDABLE PARCEL PURSUANT TO THIS RECORD OF SURVEY.

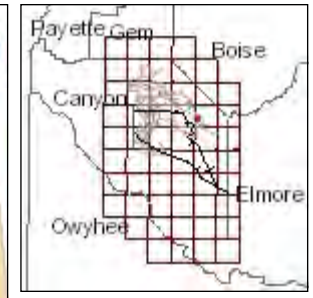
Quadrant Consulting, Inc.
CIVIL ENGINEERING-SURVEYING
1904 West Overland Road Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
EMAIL: pete@quadrant.cc

This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.

Ada County Assessor

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 OR LEGAL PURPOSES.





Legend

- Railroad
- Roads (<2,000 scale)
  - <all other values>
  - Interstate
  - Ramp
  - Principal Arterial
  - Collector
  - Minor Arterial
  - Local
  - Parks
  - Alley
  - Driveway
- Parks
- Address
- Record of Survey
- Townships
- Sections
- Parcel Numbers
- Condos
- Parcels

This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.

Map Scale: 1:20000

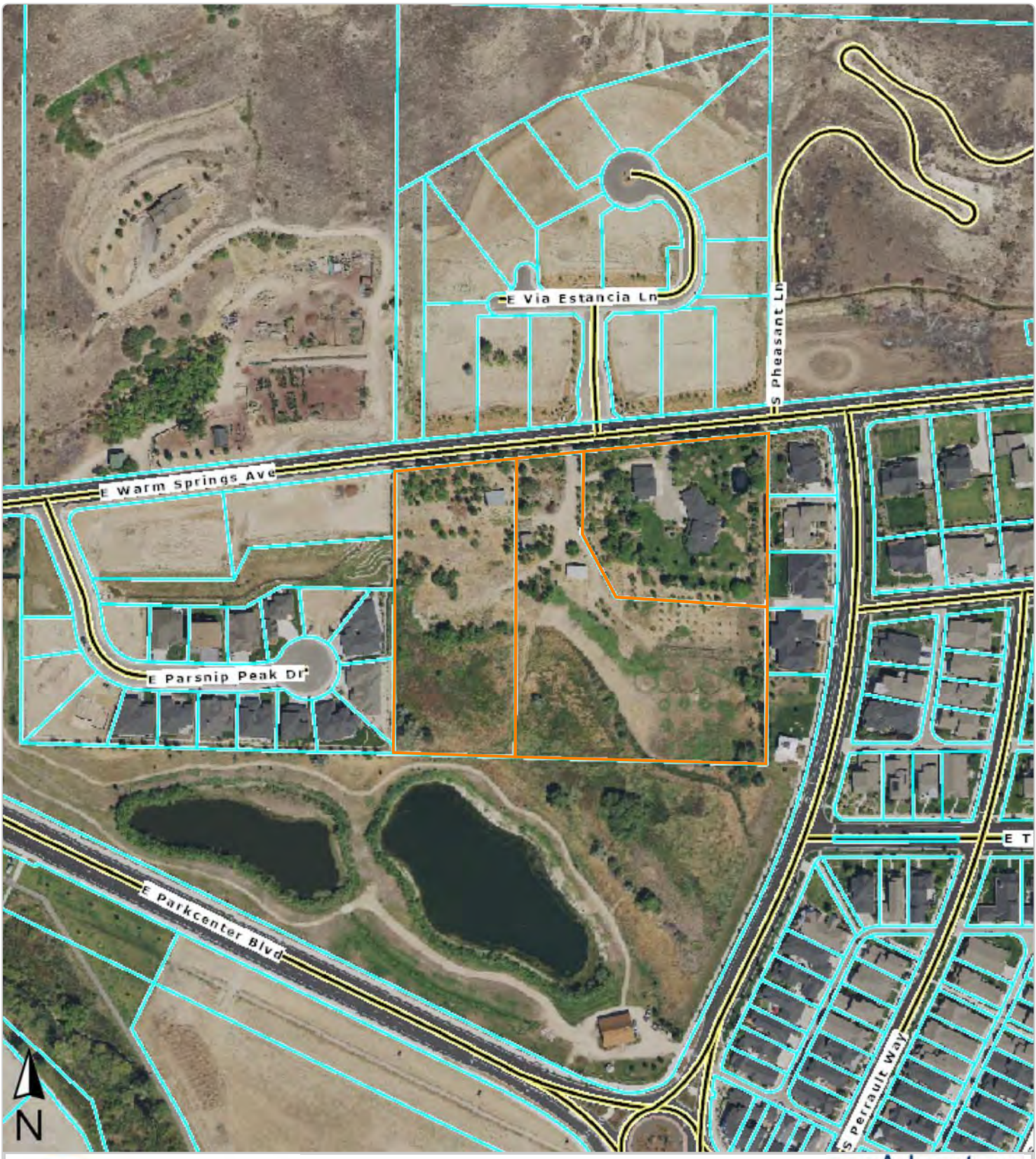
11/28/2017



TitleOne
a title & escrow co.

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

geoAdvantage



TitleOne
a title & escrow co.

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

geoAdvantage

Cody Riddle

From: Carolyn Corbett <carocorb@gmail.com>
Sent: Monday, December 18, 2017 1:20 PM
To: Cody Riddle
Subject: [External] Barber Hill Vistas: CAR17-00026, PUD17-00029 & SUB17-00052, 3555 E Warm Springs Ave

Dear Cody,
I am writing in opposition to the latest PUD and re-zone request for this property. As an adjacent neighbor to this parcel, I am quite concerned that the developers are still not respecting SP01 and SP02 planning documents which were cited in the hearing by Boise City Council when they upheld the P&Z Commission's denial of the previously submitted PUD and rezone request.

I realize that some might see this current PUD and re-zone request as an improvement over the previous submission. I do not agree with that view. This application, is again, a request to build an inappropriate level of density for this particular parcel. The excessive density in turn drives many other problems with this proposal, including lot sizes and setbacks that don't even comply with the zoning they are requesting. This plan does not include appropriate transition to the Dallas Harris Estate homes to the east or to Warm Springs Ave and Privada, to the north. The plan calls for packing 47 homes on approximately 6 acres of build-able land, that has no connectivity within Harris Ranch and would require the resident's 50-100 cars to exit onto Warm Springs Ave through one entrance.

The SP01 and SP02 long term planning documents should have primacy in guiding the development of this parcel, which would then result in an appropriate level of density, within the range of all adjacent properties. Lower density would allow a safer, and more attractive development that would be consistent with the culture and appearance of the Harris Ranch and Barber Valley area.

I am asking that the City of Boise be consistent in requiring that developers conform to SP01 and SP02. This consistent adherence to the long term planning documents is critically important as developers seek approval for the remaining "orphan" parcels in the Barber Valley.

Thank you,

Carolyn Corbett
3603 E. Warm Springs Ave

Cody Riddle

From: Diane Langdon <langdondiane@gmail.com>
Sent: Thursday, December 21, 2017 9:59 AM
To: Cody Riddle
Subject: [External] BHV Development of 3555 E. Warm Springs Avenue

When we purchased our home, the decision was informed by several considerations with the plan for development as a key deciding factor for us. We continue to support the need to remain true to what we, as Boise residents and taxpayers in this area, "bought into" ... a well designed community as outlined in SP01 and SP02.

Respectfully,

Jim & Diane Langdon
2999 S. Millbrook Way
Boise, ID 83716

(208) 356-6535

Diane Langdon / **Google Voice:** (720) 432-2244 / **E-mail:** langdondiane@gmail.com

Cody Riddle

From: Jeff Russell <jeff.zo.russell@gmail.com>
Sent: Wednesday, December 13, 2017 9:16 AM
To: Cody Riddle
Cc: 'Tara Russell'
Subject: [External] Barber Hills Vista Project (Duesman land)

Cody –

Thanks for your help in keeping Boise beautiful – and livable!

The southern boundary of the proposed Barber Hills Vista project site (former Duesman land) is at about the postal pavilion on WSA with far too high of density – by including 6 tiny houses on ¼ to 1/3 of an acre, right across from 1/3 acre homes. This is a density of nearly 18 units per acre.

At that point the density of the adjacent Dallas Harris Estates section is a little less than 4.0 du/acre. That is the maximum density the Code, the Comp Plan, SP01& 02 suggest for the parcel as it slopes toward PCB. Density of 2.0 du/acre along WSA, with density increasing away from the foothills and toward PCB would be compatible.

Anything different (such as depicted in the latest application for re-zone and PUD) is incompatible.

In addition, the plan has a road that dead ends into public open space in DHE next to the postal annex - which is ungainly, unsightly, and unnecessary.

For the above reasons, as Barber Valley homeowners invested in SP01 & SP02, we request you deny the current proposal for BHV.

Sincerely,
Jeff & Tara Russell
3621 E Warm Springs Ave, Boise

@jeffarussell
www.jitasagroup.com

Cody Riddle

From: Peter Wachtell <wachtell@gmail.com>
Sent: Friday, December 15, 2017 9:45 AM
To: Cody Riddle
Subject: [External] CAR17-00026, PUD17-00029 & SUB17-00052, 3555 E Warm Springs Ave

Subject: CAR17-00026, PUD17-00029 & SUB17-00052, 3555 E Warm Springs Ave

To P&Z staff:

I am writing to express my concerns with regard to the above referenced development that si seeking a change in zoning as well as an approval of its design.

As I have stated in previous commentary on prior proposals brought before the City by the this developer for this site:

1. I believe that the guideline for consideration of the zoning change, acceptable density and design should be that the development maintain a consistency with the SP01 and the long term plan. This is particularly important given the immediate adjacency of this development parcel to the long term plan boundary. In this case, I believe that no density should be permitted that exceeds the density provided for on any of the parcels adjacent to the subject parcel. This is specifically to promote consistency with the area and to avoid any possibility of spot zoning which could be challenged by the community and which has been defined by the Idaho Supreme Court.

2. I believe that acting in a manner that is consistent with SP01 and the long term plan in this area should always be applied to parcels in the plan as well as to the parcels that are adjacent to the plan. There may be exceptions to this rule in the rare event that the proposed change in density and proposed development significantly benefits the neighborhood and the neighbors agree with assessment in a documented majority.

3. I support the City Council in their instruction to staff and to this developer that they believe that the THE GUIDE FOR ACCEPTABLE DEVELOPMENT ON ALL ADJACENT AND NEARBY PARCELS IS TO REMAIN CONSISTENT WITH AND TO CONTINUE TO REQUIRE THE OVERLAY OF THE LONG-TERM PLANS (SP01/SP02)

4. The SP01 long term plan was crafted over many years with significant input from all stakeholders and it provides excellent and specific requirements for acceptable density and designs for projects in the area.

5. I would like to express a concern that if the P&Z staff allows a significant deviation for the densities and/or design requirements of the SP01 long term plan for this parcel, that all other parcels that are adjacent to SP01 will immediately be submitted for an increase in zoning and density as well. If an exception is allowed for this parcel, then it will be impossible to deny such an exception for others who also wish to maximize the potential economics associated with developing their parcels. The only way to deal with this in a fair manner is to remain consistent and to continue to follow the zoning, density and design requirements as detailed in the area's long term plan.

Thank you,

--
Peter Wachtell
2733 Warm Springs Avenue
Boise, ID 83712
208-409-8128 mobile
wachtell@gmail.com

Cody Riddle

From: Hethe Clark <hclark@spinkbutler.com>
Sent: Tuesday, December 12, 2017 3:02 PM
To: Cody Riddle
Cc: Doug Fowler (dfowler@lenirltd.com); asabin@lenirltd.com
Subject: [External] Barber Apartments Project
Attachments: Updated Comment Letter re Barber Valley Luxury Apartments.PDF

Hi, Cody.

I was just on the phone with Doug Fowler, who is in an area where cell & data coverage isn't allowing him to communicate particularly well.

Doug asked that I reach out to you on his behalf regarding the apartment project on Barber Drive. I understand that there is once again a proposal to direct pedestrians from the apartment project onto Harris Ranch common area. Of course, that common area is a private amenity that is funded and maintained by the homeowners' associations at Harris Ranch. The developer and the associations have been opposed to that connection because we do not know how the arrangement would be fair and equitable, for reasons Doug outlined in his July correspondence to Celine (attached).

Let me know if there were other follow-up questions. Thanks, Cody.

T. Hethe Clark, Partner
251 E Front Street, Suite 200 | PO Box 639 | Boise, Idaho 83701
hclark@spinkbutler.com | Direct 208.388.3327 | Fax 208.388.1001

SPINK BUTLER
ATTORNEYS AT LAW

CONFIDENTIALITY NOTICE: This transmission is intended only for the use of the individual(s) named as recipients. It may contain information that is privileged, confidential, and/or protected from disclosure under applicable law including, but not limited to, the attorney-client privilege and/or work product doctrine. If you are not the intended recipient of this transmission, please notify the sender immediately by telephone. Do not deliver, distribute or copy this transmission, disclose its contents, or take any action in reliance on the information it contains.

THIS E-MAIL IS NOT AN OFFER OR ACCEPTANCE: Notwithstanding the Uniform Electronic Transactions Act or any other law of similar import, absent an express statement to the contrary contained in this e-mail, neither this e-mail nor any attachment are an offer or acceptance to enter into a contract, and are not intended to bind the sender or any other person or entity.

Check out our blog on land use, real estate, and construction law in Idaho: Idaho Land Law.



Via email (cacord@cityofboise.org)

Celine Acord
City of Boise Planning and Development Services
150 N. Capitol Blvd.
Boise, Idaho 83701

Re: Barber Valley Luxury Apartments (CAR17-0004; PUD17-00077)
Response to Revised Site Plan

Dear Celine:

I write again on behalf of Barber Valley Development, Inc., the developer of Harris Ranch. Since our last letter, we have had the opportunity to review the updated plans provided by the applicant, as well as the additional comments provided by the applicant's planner, Mr. Nichols, and attorney, Mr. Lakey.

We appreciate the applicant's attempts to revise the application. As noted previously, we are not in opposition to multifamily projects in the Barber Valley—in fact, Harris Ranch was planned through a charrette process to include multifamily development in the denser areas of the project located near East Parkcenter Boulevard. This is where we expect additional commercial development and, ultimately, transit options will be available to accommodate these higher-density uses.

The applicant's attorney, Mr. Lakey, has indicated that the "Applicant has used the specific area plans for Harris Ranch and Barber Valley as a basis for many of its design components in this project." Perhaps some visual design elements were incorporated, which we expect will be more fully vetted in connection with design review. In the meantime, the most fundamental issue has not been addressed. Again, SP01 provides that multifamily development will be further south along the main transit corridors—not in the single-family residential area next to Barber Drive and the foothills. If this factor is ignored, there is simply no way to conclude that the application is in conformity with the specific area plans for Harris Ranch and Barber Valley.

The revised site plan raises additional follow-up questions that we believe should be addressed prior to hearing:

- **Traffic**. The prior application did not require a traffic study because it did not reach the 1,000 daily trip or 100 PM peak hour threshold generally applied by ACHD. We suggest verifying that the additional traffic generated by single-family residences has been studied to ensure the impacts on area roadways are understood. Particularly given that

Barber Drive is intended to remain rural in character. For example, it does not currently have curb and sidewalk on the foothills side.

- **Wetlands, Drainage, and Wildlife.** We remain concerned that the on-site wetlands be studied and adequately remediated. After having reviewed Mr. Lakey's letter, we only see conclusory statements that the "quality of on-site wetland and wildlife areas will be improved." In reviewing the site plan, we see a vast expanse of asphalt or concrete and wonder how this can be the case. This also raises the question of whether all stormwater can be accommodated on-site and whether adjacent property owners will be affected. Finally, with regard to preserving wildlife, we have invited the applicant to join in the Harris Ranch Wildlife Mitigation Association, but that request has to date fallen on deaf ears.

- **Public Notice of the Elements of this Application.** Mr. Lakey indicates that the "Applicant will propose some additional language in the Development Agreement to ensure compatibility with character of the area." Once again, we believe the public's greatest concern is with regard to density and the location of multifamily development. If conditions are going to be suggested that address this issue, the public is entitled to have an opportunity to review this language and provide comment. If significant components of the application are not complete in time for the hearing, the public's opportunity to comment is lost. When will these conditions be proposed?

- **Connectivity.** The application continues to show a connection to the Harris Ranch property. While a request to connect has been made, there has not been sufficient detail provided to address how this arrangement would be fair and equitable. As of now, Harris Ranch and its residents pay for community amenities including maintenance of sidewalks, common area, ponds, etc. Fundamental questions regarding contribution to maintenance or addressing liabilities have not been addressed. Harris Ranch has been a forerunner in connectivity; however, in the absence of a specific request addressing each of these issues, the request cannot yet be taken seriously.

Once again, it is not our intent to throw up road blocks to area development, including with respect to multifamily. Multifamily is planned in Harris Ranch in areas and patterns that the community stakeholders helped to identify. As it stands, we do not believe this application aligns with those commitments from years ago.

Once again, we appreciate the opportunity to comment on this application.

Regards,

Doug Fowler
President, Barber Valley Development, Inc.

To Mr. Cody Riddle
Boise City Planning and Zoning

December 26, 2017

As a resident of East Boise, I have watched the development accelerate at an unimaginable pace over the last few years. I am very proud of the recognition that the city has received for it's assets and livability but also am concerned the achievements are coming at an increasing cost in the quality of living. It is imperative the decisions made regarding development seek to preserve this quality of life while allowing reasonable growth. The use of the Master Plan, Blueprint Boise, and special plans, SP01 & SP02 is essential to guiding the growth and maintaining a quality of life that long-time residents identified through these activities.

My concern at this point is the property at 3555 Warm Springs Avenue and the following development applications: SUB17-00052; PUD17-00029; and CAR17-00026. While I applaud the wise decision to preserve and enhance the wetlands encompassed in this area, it cannot be at the expense of the SP01 guidance for development design. Otherwise, the city planners and tax-payers hard work on these plans will be vacated and developers whose bottom line is always money, will destroy the quality of life we hold so dear.

The above mentioned project ignores guidance for consistency in lot size from SP01 by placing small patio homes along E. Warm Springs on the north side of the development and as a fill-in at the bottom of homes along the south east corner of the property. These lots/homes do not mirror the lots found in the surrounding developments (Privada & Antelope Springs) and will be grossly discrepant with the large homes continuing down Barber Drive and the Pheasant Lane development. Other developers have managed to plan consistent with SP01 and this development team should not be given a pass to insert incompatible housing.

The proposed density of the project is significantly higher than surrounding properties and while the plan directs increasing density moving toward Park Center Blvd. where public transportation and roadways are designed to handle such density, the single exit/entrance onto Warm Springs and lack of safe, convenient connectivity for pedestrian/bicycle commuting out of this "land-locked" property requires better planning. Imagine 50 cars plus school buses attempting to utilize a single exit each morning and evening. The 10% slope of the exit road, as well as the congestion of garages and alley-ways will create significant safety issues for residents and in particular, children who might be walking to school. A better internal design needs to accompany the re-design of the border properties to ensure the convenience and safety of the potential residents while still offering adequate, affordable housing opportunities.

Lastly, this is a premier property visual to all entering Barber Valley. The Harris family's generosity combined with the residents and cooperative developer's hard work honors the ranching heritage and future vision of the valley. I am requesting that you do not approve the developer's request for rezoning (and multiple waivers to code) until the developer presents a new plan that is consistent with SP01, compatible with the surrounding properties, considers the safety and well-being of the future residents and does justice to this beautiful property which is at the crux of our urban/wildlife identity.

Sincerely,

Brittany Austin

Cody Riddle

From: Carolyn Corbett <carocorb@gmail.com>
Sent: Monday, December 18, 2017 1:20 PM
To: Cody Riddle
Subject: [External] Barber Hill Vistas: CAR17-00026, PUD17-00029 & SUB17-00052, 3555 E Warm Springs Ave

Dear Cody,
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I am asking that the City of Boise be consistent in requiring that developers conform to SP01 and SP02. This consistent adherence to the long term planning documents is critically important as developers seek approval for the remaining "orphan" parcels in the Barber Valley.

Thank you,

Carolyn Corbett
3603 E. Warm Springs Ave

Cody Riddle

From: Lad Dawson <laddawson@earthlink.net>
Sent: Sunday, December 24, 2017 2:01 PM
To: Cody Riddle
Cc: 'Jan Satterwhite'; 'Larry Satterwhite'; 'Joe & Celeste Miller'; Joe Miller; 'Carolyn Corbett'; 'Lynn and Elaine Russell'; 'David Jauquet'; 'Rebecca Jauquet'; 'Harry Keller'; 'Jeff Russell'; 'Peter Wachtell'; 'Bradley and Elena Howard'; 'Sandee & Lad Dawson'; 'Leslie Wright'; chrisperkins.idaho@gmail.com
Subject: [External] RE: Barber Hill Vistas new application: URGENT REQUEST FOR BVNA BOARD SUPPORT TO FIGHT APPLICATION

Mr Riddle…….As a concerned adjacent property owner, I would like to submit this email memo for the public record in the strongest possible opposition to this application. My wife and I have been long time residents in the Barber Valley. We lived right across the street from the subject property on Warm Springs in Harris Ranch Dallas Harris Estates for five years and now own property [new home building lot] in Privada. We purchased in Dallas Harris Estates and again in Privada, as we were assured that SP01 guidance on design and density would be followed for the surrounding undeveloped areas, including those not in SP01. We and ALL of our neighbors that we have talked to are strongly opposed to this application in its present form. We have spent many hours fighting this and supporting BVNA Board in the fight so far. While we have seen some reduction in density in the plans, it is still a very bad land plan and it is still a development which does not follow the guidelines of SP01 and SP02 for this site.

The developers are trying to wear everyone down and succeed through attrition. They want a plan which does not follow SP01'02 and if approved, will set a new and dangerous precedent for interpretation of the master plan in future applications. We have been among a large number of neighbors who have attended all the required charette"neighborhood outreach" meetings which were held under duress and by the direct suggestion of the City after the first application was denied. The feedback we have provided to the Developer in these meetings has been consistent……but they have chosen not to address the concerns our of a desire to press for high density [in their words] "because that's what it takes to make the numbers work". We and our neighbors do not believe that it is our job or that of the City to help the Developer "make his numbers work". We believe that the Barber Valley should be built out under the vision established in SP01/02 which calls for low density at the base of the foothills with bands of slightly increasing density as you move down to Park Center. All of the development so far has followed that general concept and has resulted in a substantial supply of higher density housing in the areas for which it was intended. The parcel in question is not in that zone, is in bands where all the surrounding properties on three sides are 2/acre or 4/acre, and the intent of the Developer is clearly not in compliance with either the zoning or the intent of SP01/02.

The housing design and density proposed in the latest plan aligns with the same density [8du/acre] that exisits along the ParkCenter traffic corridor, which is trhe intended high density zone adopted in SP01. This level of housing density belongs there, not near the foothills on the site of the subject property. Furthermore, the topography [with substantial hillside slopes and grades, the irregular shape of the useable land, and the extremely limited access all make this property ill suited for any density in excess of 4 per acre.

Beyond that, the plan as currently presented, has many problems which will be more specifically presented in testimony from others. These issues all stem from the Developer's attempt to put too many units onto the site. If the density of the surrounding properties and the concepts from SP01/02 were applied to this site, the

density would be more like 28-30 units or less……..With that kind of a target, it would be relatively easy to design a community plan with few of the issues in the current proposal, and could be a plan that would be a welcome addition to the neighborhood.

We urge the P&Z to reject this application.

Thank you……

Lad and Sandee Dawson


Virus-free. www.avg.com



ParcelID	Site Address	Site City	Site ZIP	Acres	Building Square Feet	Finished Area	Owner
S0919428250	3555 E Warm Springs Ave	Boise	83716	2.24 Acres	4,363 SqFt	4,363 SqFt	Bhv LLC
S0919428310	3547 E Warm Springs Ave	Boise	83716	3.74 Acres	0 SqFt	0 SqFt	Bhv LLC
S0919428350	3503 E Warm Springs Ave	Boise	83716	2.67 Acres	0 SqFt	0 SqFt	Bhv LLC

Notice: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Ada County Property Profile Information

TitleOne
a title & escrow co.

Parcel ID: S0919428250
Property Addr: 3555 E Warm Springs Ave
Boise, ID 83716 - 9107
Property Type: Residential

Owner Information

Owner Name: Bhv LLC
Second Owner:
Mail Addr: 5266 W State St
Boise ID 83703 - 3332

Assessor Information

Legal Desc: PAR #8250 POR NW4SE4 SEC 19 3N 3E PAR A ROS 10462 #428315-S
Subdivision: 3n 3e 19
Lot/Block:
Twn/Rng/Sec: 03N / 03E / 19
Acres: 2.24 Acres
Irrigation Dist: BOISE-KUNA IRR
Tax Code Area:
0 Levy Rate: 0
Zoning: City of Boise-A-1
Homeowner Exemption: $0.00



Treasurer Information

Year: 0	**Tax:** $0.00		
Year: 0	**Tax:** $0.00		
Year: 0	**Tax:** $0.00		

Assessor Categories

Year	Cat.	Description	Acres	Value
2017	190	WASTE LAND	0.19	$0.00
2017	200	RES LOT OR TRACT	2.05	$256,500.00
2017	410	RES IMPROVEMENT	0	$689,500.00
		Totals:	2.24	$946,000.00

Land Information

Residential Acres:	2.05	**Commercial Acres:**	0	**Other Acres:**	0.19	**Street:**	
Water Source:		**Sewer:**		**Sidewalks:**	N	**Curbs and Gutters:**	No
View:		**Water Influence:**		**Water Frontage:**	0	**Corner:**	No
Utilities:		**Topography:**		**Recreation:**			

Residential Characteristics

Main Floor:	2,628	**Deck SqFt:**	448	**Bedrooms:**	4	**Fireplace:**	2
Lower Floor:	0	**Lower Floor Unfin:**	0	**Bathrooms:**	4	**Garage SqFt:**	2,855
Upper Floor:	0	**Patio SqFt:**	448	**Patio Covered:**	No	**Pool SqFt:**	0
Attic Fin:	0	**Attic Unfin:**	0	**Year Built:**	2005	**Porch SqFt:**	238
Basement:	1735	**Basement Unfin:**	0	**Remodeled:**		**Heating:**	Yes
Total SqFt:	0	**Total Unfin:**	0			**AC:**	Yes

Transfer Information

Rec. Date	11/14/2017	**Sale Price:**		**Doc Num:** 0000109029	**Doc Type:** Warranty Deed
Owner:	BHV LLC			**Grantor:** WJS PROPERTIES LLC	
Orig. Loan Amt:	$2,150,000.00			**Title Co:** TITLE ONE	
Finance Type:		**Loan Type:**		**Lender:** ID MALONE 3 LLC	

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Ada County Property Profile

Parcel #	S0919428250	**Owner**	Bhv LLC
Ref Parcel:		**Owner Address**	5266 W State St Boise ID 83703
Site Address	3555 E Warm Springs Ave Boise ID 83716	**Market Total Value**	$0.00
Lot Size	2.24 Acres (97,531 SqFt)	**Assessed Total Value**	$946,000.00
Building Area	4,363 SqFt	**Year Built**	2005
Subdivision	3n 3e 19	**Sale Date**	11/14/2017
School District	Boise Independent Sch	**Sale Price**	$0.00
Zoning:	City of Boise-A-1 Open Lands, Park	**Land Use**	- RES LOT OR TRACT
Legal	PAR #8250 POR NW4SE4 SEC 19 3N 3E PAR A ROS 10462 #428315-S		



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2017 ▼ Change Year

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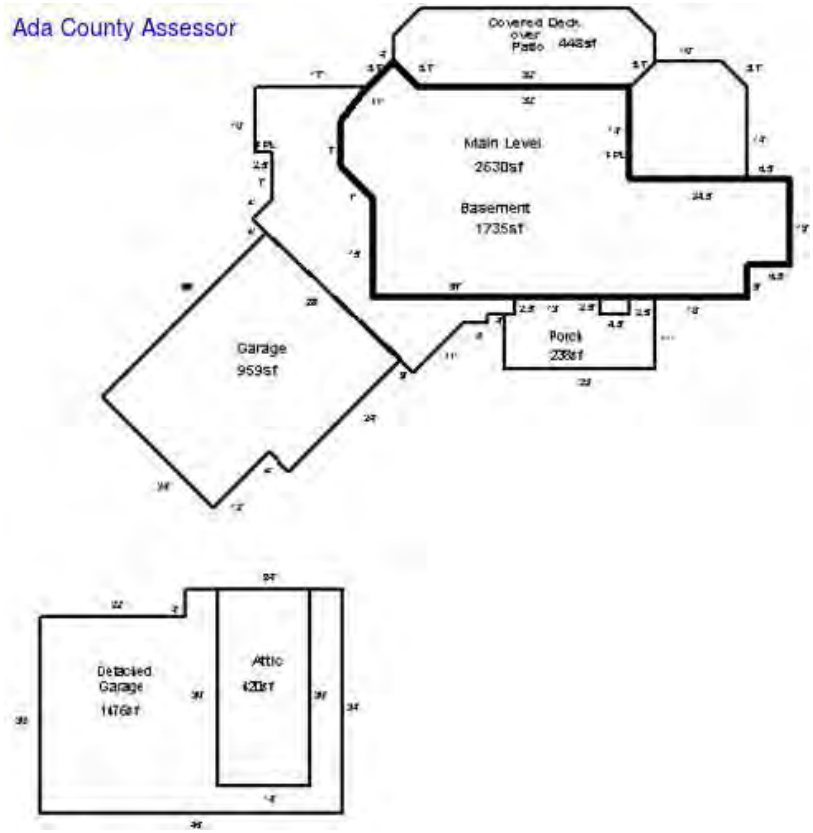
Building Sketch



Ada County appraisers follow American National Standards Institute (ANSI) building measurement standards for square footage calculations. This information is to be used ONLY for reference purposes and Ada County is not responsible for any inaccuracies. If you have questions concerning the accuracy, please use the “Need Help” button at the top of the screen.

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Taxes, Certifications, and Fees

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent*	Tax Data Current as of
2017	$15,117.94	$15,117.94	$0.00	No	11/27/2017

The listed tax charge is for the full annual charge and may not reflect any certifications, special assessments, adjustments, or circuit breaker amounts. Taxes are based on parcel valuation, minus any exemptions, then multiplied by the levies.
*Interest accrues daily on delinquencies. Please call the Ada County Treasurer's office at (208) 287-6800 for the total amount due with interest calculated to date of payment.

For Tax inquires please contact the Treasurer at (208) 287-6800

Ada County Property Profile Information



Parcel ID: S0919428310
Property Addr: 3547 E Warm Springs Ave
Boise, ID 83716 - 9107
Property Type: Residential

Owner Information
Owner Name: Bhv LLC
Second Owner:
Mail Addr: 5266 W State St
Boise ID 83703 - 3332

Assessor Information
Legal Desc: PAR #8310 POR NW4SE4 SEC 19 3N 3E PAR B ROS 10462 #428315-B
Subdivision: 3n 3e 19
Lot/Block:
Twn/Rng/Sec: 03N / 03E / 19
Acres: 3.74 Acres
Irrigation Dist: BOISE-KUNA IRR
Tax Code Area:
0 Levy Rate: 0
Zoning: City of Boise-A-1
Homeowner Exemption: $0.00

Treasurer Information

Year: 0	**Tax:** $0.00
Year: 0	**Tax:** $0.00
Year: 0	**Tax:** $0.00

Assessor Categories

Year	Cat.	Description	Acres	Value
2017	190	WASTE LAND	0.07	$0.00
2017	200	RES LOT OR TRACT	3.67	$199,500.00
		Totals:	3.74	$199,500.00

Land Information

Residential Acres: 3.67	**Commercial Acres:** 0	**Other Acres:** 0.07	**Street:**
Water Source:	**Sewer:**	**Sidewalks:** N	**Curbs and Gutters:** No
View:	**Water Influence:**	**Water Frontage:** 0	**Corner:** No
Utilities:	**Topography:**	**Recreation:**	

Transfer Information

Rec. Date 11/14/2017	**Sale Price:**	**Doc Num:** 0000109029	**Doc Type:** Other
Owner: BHV LLC		**Grantor:** WJS PROPERTIES LLC	
Orig. Loan Amt: $2,150,000.00		**Title Co:** TITLE ONE	
Finance Type:	**Loan Type:**	**Lender:** ID MALONE 3 LLC	

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Ada County Property Profile

TitleOne
a title & escrow co.

Parcel #	S0919428310	**Owner**	Bhv LLC
Ref Parcel:		**Owner Address**	5266 W State St Boise ID 83703
Site Address	3547 E Warm Springs Ave Boise ID 83716	**Market Total Value**	$0.00
Lot Size	3.74 Acres (163,089 SqFt)	**Assessed Total Value**	$199,500.00
Building Area	0 SqFt	**Year Built**	
Subdivision	3n 3e 19	**Sale Date**	11/14/2017
School District	Boise Independent Sch	**Sale Price**	$0.00
Zoning:	City of Boise-A-1 Open Lands, Park	**Land Use**	- RES LOT OR TRACT
Legal	PAR #8310 POR NW4SE4 SEC 19 3N 3E PAR B ROS 10462 #428315-B		



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Building Sketch

Sketch

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Taxes, Certifications, and Fees

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent*	Tax Data Current as of
2017	$3,188.20	$3,188.20	$0.00	No	11/27/2017

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For Tax inquires please contact the Treasurer at (208) 287-6800

Ada County Property Profile Information



Parcel ID: S0919428350
Property Addr: 3503 E Warm Springs Ave
Boise, ID 83716 - 9107
Property Type: Other

Owner Information
Owner Name: Bhv LLC
Second Owner:
Mail Addr: 5266 W State St
Boise ID 83703 - 3332

Assessor Information
Legal Desc: PAR #8350 POR NW4SE4 SEC 19 3N 3E
PAR C ROS 10462 #428315B
Subdivision: 3n 3e 19
Lot/Block:
Twn/Rng/Sec: 03N / 03E / 19
Acres: 2.67 Acres
Irrigation Dist: BOISE-KUNA IRR
Tax Code Area:
0 Levy Rate: 0
Zoning: City of Boise-A-1
Homeowner Exemption: $0.00

Treasurer Information

Year: 0	**Tax:** $0.00
Year: 0	**Tax:** $0.00
Year: 0	**Tax:** $0.00

Assessor Categories

Year	Cat.	Description	Acres	Value
2017	190	WASTE LAND	0.12	$0.00
2017	200	RES LOT OR TRACT	2.54	$171,000.00
		Totals:	2.67	$171,000.00

Land Information

Residential Acres: 2.54	**Commercial Acres:** 0	**Other Acres:** 0.12	**Street:**
Water Source:	**Sewer:**	**Sidewalks:** N	**Curbs and Gutters:** No
View:	**Water Influence:**	**Water Frontage:** 0	**Corner:** No
Utilities:	**Topography:**	**Recreation:**	

Transfer Information

Rec. Date 11/14/2017	**Sale Price:**	**Doc Num:** 0000109029	**Doc Type:** Other
Owner: BHV LLC		**Grantor:** WJS PROPERTIES LLC	
Orig. Loan Amt: $2,150,000.00		**Title Co:** TITLE ONE	
Finance Type:	**Loan Type:**	**Lender:** ID MALONE 3 LLC	

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Ada County Property Profile

Parcel #	S0919428350	**Owner**	Bhv LLC
Ref Parcel:		**Owner Address**	5266 W State St Boise ID 83703
Site Address	3503 E Warm Springs Ave Boise ID 83716	**Market Total Value**	$0.00
Lot Size	2.67 Acres (116,175 SqFt)	**Assessed Total Value**	$171,000.00
Building Area	0 SqFt	**Year Built**	
Subdivision	3n 3e 19	**Sale Date**	11/14/2017
School District	Boise Independent Sch	**Sale Price**	$0.00
Zoning:	City of Boise-A-1 Open Lands, Park	**Land Use**	- WASTE LAND
Legal	PAR #8350 POR NW4SE4 SEC 19 3N 3E PAR C ROS 10462 #428315B		



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Building Sketch

Sketch

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Taxes, Certifications, and Fees

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent*	Tax Data Current as of
2017	$2,732.74	$2,732.74	$0.00	No	11/27/2017

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For Tax inquires please contact the Treasurer at (208) 287-6800

TitleOne
a title & escrow co.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 CHE FOWLER
TITLEONE BOISE

2017-109029
11/14/2017 04:16 PM
$15.00

Order Number: 17286190 JG/SP

WARRANTY DEED

For Value Received,

WJS Properties, LLC, an Idaho limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, **BHV, LLC, an Idaho limited liability company**, whose current address is **J. Kevin Brunk, 5266 W State Street, Boise, ID 83713,** the Grantee, the following described premises, in **Ada County, Idaho,** To Wit:

EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 11/13/17

WJS Properties, LLC, an Idaho limited liability company

By: _____
Michelle Martinez, Member

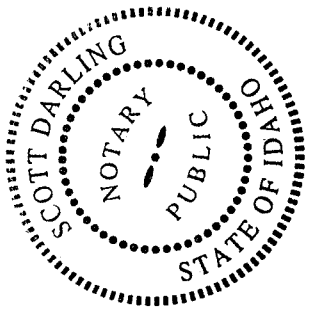
State of Idaho, County of Ada, ss.

On this 13th day of November, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Michelle Martinez, known or identified to me to be a Member of the limited liability company that executed the within instrument and acknowledged to me that she executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Notary Public for
Residing In: _____
My Commission Expires: _____

RESIDING: BOISE, ID
COMMISSION EXPIRES: 11-28-19



Land Description

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 19, Township 3 North, Range 3 East of the Boise Meridian, Boise City, Ada County Idaho being more particularly described as follows:

Commencing at the found aluminum cap monument representing the position of the Center Quarter of said Section 19 as perpetuated by document 2014 095484, Records of Ada County; Thence S 87° 56' 21" E along the mid-section line for a distance of 1324.24 feet to the Center-East 1/16th corner of said section, marked by a found 5/8th inch diameter iron pin; thence S 00° 20' 20" W for a distance of 717.02 feet to a found 5/8th inch diameter iron pin numbered PLS 14221 on the centerline of East Warm Springs Avenue and the **REAL POINT OF BEGINNING;**

Thence S 00° 19' 27" W along the exterior boundary of Dallas Harris Estates Subdivision No. 1 as recorded in Book 103 of Plats at Pages 13779-13785, Records of Ada County, for a distance of 613.18 feet to a found 5/8th inch diameter iron pin;

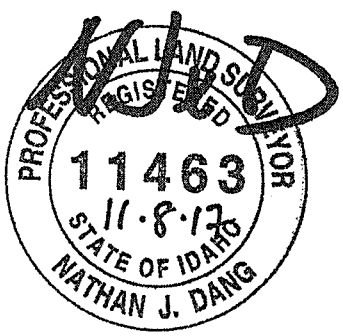
Thence N 88° 16' 32" W along said exterior boundary for a distance of 661.53 feet to a found 5/8th inch diameter iron pin labeled PLS 7015;

Thence N 00° 19' 18" E along the easterly boundary of Antelope Springs Subdivision as recorded in Book 107 of Plats at Pages 14814-14816, Records of Ada County, for a distance of 526.34 feet to the centerline of East Warm Springs Avenue, marked by a found 5/8th inch diameter iron pin labeled PLS 7015;

Thence N 84° 13' 24" E along said centerline for a distance of 665.12 feet to the **REAL POINT OF BEGINNING.**

Parcel contains 8.650 acres, or 376,807 square feet, more or less.

SUBJECT TO: Any easements or reservations of record or in use on or across the above-described parcel of land.



1602 W. Hays St., Suite 306 ▪ Boise, ID 83702 ▪ Phone: 208-863-4198 ▪
www.accuratesurveyors.com

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=22 CHE FOWLER
TITLEONE BOISE

2017-109030
11/14/2017 04:16 PM
$45.00

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

VARIN WARDWELL LLC
242 N. 8th Street, Suite 220
Boise, ID 83702
Attention: Anne C. Kunkel
17286190 JG/SA

(Space Above For Recorder's Use)

DEED OF TRUST

This Deed of Trust (the "Security Instrument") is made effective as of November 14, 2017, among **BHV, LLC**, an Idaho limited liability company, whose mailing address is 5266 W. State Street, Ste. 201, Boise, Idaho 83713, ("BHV"), **TitleOne Corporation,** whose mailing address is 1101 W. River Street, Suite 201, Boise, Idaho, as trustee ("Trustee"), and **ID Malone 3 LLC**, an Idaho limited liability company, whose mailing address is 4784 Riverfront Place, Garden City, Idaho 83714, as beneficiary ("Malone").

RECITALS

A. BHV by its term promissory note of even date herewith given to Malone is indebted to Malone in the principal sum of $2,150,000.00, together with a Repayment Fee of $500,000.00, in lawful money of the United States of America (the note together with all extensions, renewals, modifications, consolidations, substitutions, replacements, restatements and increases thereof shall collectively be referred to as the "Note"), with interest only as set forth in the Note, to be payable in accordance with the terms and conditions provided in the Note.

B. BHV desires to secure the payment of the Debt (as defined in Article 2) and the performance of all of its obligations under the Note and the Other Obligations (as defined in Article 2).

ARTICLE 1 - GRANTS OF SECURITY

1.1 Property Granted. BHV does hereby grant, bargain, sell, pledge, assign, warrant, transfer and convey to Trustee in trust, with power of sale, and grant a security interest to Malone in, the following property, rights, interests and estates now owned, or hereafter acquired by BHV (collectively, the "Property"):

1.1.1 Land. The real property in the City of Boise, Ada County, Idaho, described in the attached Exhibit A (the "Land").

1.1.2 Additional Land. All additional lands, estates and development rights hereafter acquired by BHV for use in connection with the Land and its development that may, from time to time, by supplemental deed of trust or otherwise be expressly made subject to the lien of this Security Instrument.

1.1.3 Improvements. The development improvements that may be installed on the Land (the "Improvements"). The existing abandoned residential structure and other outbuildings located on the Land shall be demolished and shall not for the purposes of this Security Instrument be considered Improvements.

1.1.4 Easements. All easements, rights-of-way or use rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and shares of stock representing such rights, and powers, air rights and development rights, minerals, oil, gas and other hydrocarbon substances on the Land, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of BHV of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto.

1.1.5 Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Land or the Improvements heretofore or hereafter entered into whether before or after the filing by or against BHV of any petition for relief under 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), as the same may be amended from time to time (the "Leases") and all right, title and interest of BHV, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against BHV of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt.

1.1.6 Leasehold Estate. All leasehold estate, right, title and interest of BHV in and to all leases or subleases covering the Property or any portion thereof, now or hereafter existing or entered into, and all amendments and extensions of the same, and all right, title and interest of BHV thereunder, including without limitation all cash or security deposits, advance rentals and deposits or payments of a similar nature.

1.1.7 Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade of streets, or for any other injury to or decrease in the value of the Property.

1.1.8 Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the Property.

1.1.9 Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction.

1.1.10 Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims.

1.1.11 Rights. The right, in the name and on behalf of BHV, to commence any action or proceeding to protect the interest of Malone in the Property and while an Event of Default remains uncured, to appear in and defend any action or proceeding brought with respect to the Property.

1.1.12 Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of BHV therein and thereunder, including, without limitation, the right to receive and collect any sums payable to BHV thereunder.

1.1.13 Intangibles. All trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles specific to or used in connection with the operation of the Property.

1.1.14 Other Rights. Any and all other rights of BHV in and to the items set forth in this Section 1.1.

1.2 Assignment of Leases and Rents. BHV hereby absolutely and unconditionally assigns to Malone all of BHV's right, title and interest in and to all current and future Leases and Rents; it being intended by BHV that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this Security Instrument, Malone grants to BHV a revocable license to collect

and receive the Rents. BHV shall hold a portion of the Rents sufficient to discharge all current sums due on the Debt, for use in the payment of such sums.

1.3 Security Agreement. This Security Instrument is both a real property deed of trust and a "security agreement" within the meaning of the Idaho Uniform Commercial Code. The Property includes all rights and interests, whether tangible or intangible in nature, of BHV in the Property. By executing and delivering this Security Instrument, BHV grants Malone, as security for the Obligations (defined in Section 2.3), a security interest in the Property that is personal property, if any (the "Personal Property") to the full extent that the Personal Property may be subject to the Uniform Commercial Code.

1.4 Pledge of Monies Held. BHV pledges to Malone and grants a security interest in any and all monies now or hereafter held by Malone, including, without limitation, all sums paid in condemnation award.

ARTICLE 2 - DEBT AND OBLIGATIONS SECURED

2.1 Debt. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing all of the following, in such order of priority as Malone may determine in its sole discretion (the "Debt"):

2.1.1 The payment of the indebtedness evidenced by the Note (including the Repayment Fee) in lawful money of the United States of America.

2.1.2 The payment of default interest, late charges and other sums, as provided in the Note, this Security Instrument or the other Loan Documents (defined in Section 3.2).

2.1.3 The payment of all other monies agreed or provided to be paid by BHV in the Note, this Security Instrument or the other Loan Documents.

2.1.4 The payment of all sums advanced pursuant to this Security Instrument to protect and preserve the Property and the lien and the security interest created hereby.

2.1.5 The payment of all sums advanced and costs and expenses incurred by Malone in connection with the Debt or any part thereof, any renewal, extension, modification, consolidation, change, substitution, replacement, restatement or increase of the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of BHV or Malone.

2.1.6 The payment of all other sums that may hereafter be loaned or advanced by Malone to BHV.

2.2 Other Obligations. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing all of the following (the "Other Obligations"):

2.2.1 The performance of all other obligations of BHV herein.

2.2.2 The performance of each obligation of BHV in the Loan Documents in addition to the payment of the Debt.

2.2.3 The performance of each obligation in the Loan Documents of any person guaranteeing the payment of the Debt or any portion thereof or performance by BHV of any terms of this Security Instrument (a "Guarantor"), if any.

2.2.4 The performance of each obligation of BHV and any Guarantor in any renewal, extension, modification, consolidation, change, substitution, replacement for, restatement or increase of all or any part of the Note, this Security Instrument or the other Loan Documents.

2.3 Debt and Other Obligations. BHV's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively as the "Obligations."

2.4 Payments. Unless payments are made in the required amount in immediately available funds at the place where the Note is payable, remittances in payment of all or any part of the Debt shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Malone in funds immediately available at the place where the Note is payable (or any other place as Malone, in Malone's sole discretion, may have established by delivery of written notice thereof to BHV) and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Malone of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default.

ARTICLE 3 - BHV COVENANTS

BHV covenants and agrees that:

3.1 Payment of Debt. BHV shall pay the Debt at the time and in the manner provided in the Note and in this Security Instrument.

3.2 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Note, (b) the Term Loan Agreement of even date made by BHV to Malone (the "Term Loan Agreement"), and (c) all and any of the documents other than the Note or this Security Instrument now or hereafter executed by BHV and/or others and by or in favor of Malone, which wholly or partially secure or guaranty payment of the Note or the other Obligations, and all documents that relate to any of the foregoing (the "Loan Documents"), are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

3.3 Insurance.

3.3.1 BHV shall obtain and maintain, or cause to be maintained, insurance for BHV and the Property providing at least the following coverages:

3.3.1.1 Property Insurance. The abandoned residence and other outbuildings are not insurable and shall be demolished by BHV.

3.3.1.2 Liability Insurance. Commercial general liability insurance, including bodily injury, death and property damage liability insurance, against any and all claims, including all legal liability to the extent insurable and imposed upon Malone and all court costs and attorneys' fees and expenses, arising out of or connected with the possession, use, leasing, operation, maintenance or condition of the Property in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to the Property but in no event for a combined single limit of less than $1,000,000.

3.3.1.3 Flood Insurance. If required by Subsection 5.2.1 hereof, flood insurance in an amount at least equal to the lesser of (A) the principal balance of the Note, or (B) the maximum limit of coverage available for the Property under the National Flood Insurance Act of 1968, The Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended.

3.3.1.4 Other Insurance. Such other insurance with respect to the Property against loss or damage of the kinds from time to time customarily insured against and in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to the Property.

3.3.2 All insurance provided for in Subsection 3.3.1 hereof shall be obtained under valid and enforceable policies (the "Policies" or in the singular, the "Policy"), and shall be issued by either the insurers who insure the Improvements on the date of this Security Instrument or one or more other domestic primary insurer(s)

having (i) an investment grade rating or claims paying ability assigned by one or more credit rating agencies approved by Malone (a "Rating Agency") and (ii) a general policy rating of A or better and a financial class of VI or better by A.M. Best Company, Inc. (each such insurer shall be referred to below as a "Qualified Insurer"). All insurers providing insurance required by this Security Instrument shall be authorized to issue insurance in the state in which the Property is located. The Policy referred to in Paragraph 3.3.1.2 above shall name Malone as an additional named insured and the Policy referred to in Paragraph 3.3.1.3 above, if any, shall provide that all proceeds be payable to Malone. The Policies referred to in Paragraph 3.3.1.3 shall also contain: (i) a standard "non-contributory mortgagee" endorsement or its equivalent (such as the Lender's Loss Payable endorsement 438 BFU, in long form) relating, *inter alia*, to recovery by Malone notwithstanding the negligent or willful acts or omission of BHV; (ii) to the extent available at commercially reasonable rates, a waiver of subrogation endorsement as to Malone; and (iii) an endorsement providing for a deductible per loss of an amount not more than that which is customarily maintained by prudent owners of similar properties in the general vicinity of the Property, but in no event in excess of an amount approved by Malone. All Policies described in Subsection 3.3.1 shall contain (i) a provision that such policies shall not be canceled or terminated, nor shall they expire, without at least thirty (30) days' prior written notice to Malone in each instance; and (ii) include effective waivers by the insurer of all claims for Insurance Premiums (defined below) against any loss payees, additional insureds and named insureds (other than BHV). Certificates of insurance with respect to all renewal and replacement Policies shall be delivered to Malone not less than thirty (30) days prior to the expiration date of any of the Policies required to be maintained hereunder which certificates shall bear notations evidencing payment of applicable premiums (the "Insurance Premiums"). Originals or certificates of such replacement Policies shall be delivered to Malone promptly after BHV's receipt thereof but in any case within thirty (30) days after the effective date thereof. If BHV fails to maintain and deliver to Malone the original Policies or certificates of insurance required by this Security Instrument, Malone may procure such insurance at BHV's sole cost and expense.

3.3.3 BHV shall comply with all insurance requirements and shall not bring or keep or permit to be brought or kept any article upon any of the Property or cause or permit any condition to exist thereon that would be prohibited by an insurance requirement, or would invalidate the insurance coverage required hereunder to be maintained by BHV on or with respect to any part of the Property pursuant to this section.

3.3.4 Subject to the understanding of the parties that BHV shall demolish all existing structures on the Property, if the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, BHV shall give prompt notice of such damage to Malone, BHV shall promptly commence and diligently prosecute the completion of the repair and restoration of the property as nearly as possible to the condition the Property was in immediately prior to such fire or other casualty, with such alterations as may be approved by Malone..

3.4 Payment of Taxes, Etc. BHV shall pay by their due date all taxes, assessments, water rates, sewer rents, governmental impositions, and other charges, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Taxes"), all ground rents, maintenance charges and similar charges, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Other Charges"), and all charges for utility services provided to the Property as same become due and payable. BHV shall deliver to Malone, promptly upon Malone's request, evidence satisfactory to Malone that the Taxes, Other Charges and utility service charges have been so paid or are not then delinquent. BHV shall not suffer and shall promptly cause to be paid and discharged any lien or charge whatsoever which may be or become a lien or charge against the Property, except to the extent sums sufficient to pay all Taxes and Other Charges have been deposited with Malone in accordance with the terms of this Security Instrument BHV shall furnish to Malone paid receipts for the payment of the Taxes and Other Charges prior to the date the same shall become delinquent.

3.5 Condemnation. BHV shall promptly give Malone notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Malone copies of any and all papers served in connection with such proceedings. Malone may participate in any such proceedings to the extent permitted by law. Upon an Event of Default, BHV shall deliver to Malone all instruments requested by it to permit such participation. BHV shall, at its expense, diligently prosecute any such proceedings, and shall consult with Malone, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), BHV shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and in this Security Instrument and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by

Malone, after the deduction of expenses of collection, to the reduction or discharge of the Debt. Malone shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate or rates provided herein or in the Note. If the Property is sold, through foreclosure or otherwise, prior to the receipt by Malone of the award or payment, Malone shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive the award or payment, or a portion thereof sufficient to pay the Debt.

3.6 Maintenance of Property. Upon BHV's demolition of the structures on the Property and removal of trees and vegetation, BHV shall cause the Property to be maintained in a good and safe condition.

3.7 Waste. BHV shall not, without the prior written consent of Malone, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereon.

3.8 Compliance with Laws.

3.8.1 BHV shall promptly comply with all existing and future federal, state and local laws, orders, ordinances, governmental rules and regulations or court orders affecting the Property, or the use thereof ("Applicable Law").

3.8.2 BHV shall from time to time, upon Malone's request, provide Malone with evidence reasonably satisfactory to Malone that the Property complies with all Applicable Laws or is exempt from compliance with Applicable Laws.

3.8.3 BHV shall give prompt notice to Malone of the receipt by BHV of any notice related to a violation of any Applicable Laws and of the commencement of any proceedings or investigations which relate to compliance with Applicable Laws.

3.9 Books and Records. Financial information as may, from time to time, be reasonably required by Malone in form and substance satisfactory to Malone.

3.10 Payment for Labor and Materials. BHV will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials incurred in connection with the Property and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof, except for the Permitted Exceptions (defined in Section 5.1).

3.11 Performance of Other Agreements. BHV shall observe and perform each and every term to be observed or performed by BHV pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Property.

3.12 Property Use. The Property shall be used only for development of single-family use and for no other use without the prior written consent of Malone, which consent may be withheld in Malone's discretion.

3.13 Wetlands. A portion of the Land is classified as wetlands and BHV shall use that portion of the Property in compliance with all applicable law, regulation and rule, and shall obtain all necessary permits, approvals and related use agreements for the demolition of any improvements on that portion of the Property or the use and development of the same.

ARTICLE 4 - RESERVED

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

BHV represents and warrants to Malone that:

5.1 Warranty of Title. BHV has good title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same and that BHV possesses an unencumbered fee simple absolute estate in the Land and the Improvements and that it owns the Property free and clear of all liens, encumbrances and charges whatsoever except for those exceptions approved by Malone (the "Permitted Exceptions"). Except for the Permitted Exceptions, BHV shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Malone against the claims of all persons whomsoever.

5.2 Status of Property.

5.2.1 No portion of the Improvements is located in an area identified by the Secretary of Housing and Urban Development or any successor thereto as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, or the National Flood Insurance Reform Act of 1994, as each may be amended, or any successor law, or, if any portion of the Improvements is now or at any time in the future located within any such area, BHV has obtained and will maintain the insurance prescribed in Section 3.3 hereof. BHV shall deliver evidence satisfactory to Malone that no portion of the Improvements is situated in a federally designated "special flood hazard area" or, if it is, that BHV has obtained insurance meeting the requirements of Paragraph 3.3.1.5.

5.2.2 BHV shall utilize its best efforts to obtain all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for BHV's intended development of the Property and the conduct of its business and all required zoning, building code, land use, environmental and other similar permits or approvals.

5.2.3 The Land meets at least one of the following conditions: (a) it is located within an incorporated city or village as of the date of this Security Instrument, (b) it does not exceed 40 acres, regardless of its use, or (c) it does not exceed 80 acres and is not principally used for the agricultural production of crops, livestock, dairy, or aquatic goods.

5.3 Financial Condition.

5.3.1 BHV is solvent, and no bankruptcy, reorganization, insolvency or similar proceeding under any state or federal law with respect to BHV has been initiated; and

5.3.2 It has received reasonably equivalent value for the granting of this Security Instrument.

5.4 Taxes. BHV and any Guarantor have filed all federal, state, county, municipal, and city income and other tax returns required to have been filed by them and have paid all taxes and related liabilities which have become due pursuant to such returns or pursuant to any assessments received by them. Neither BHV nor any Guarantor knows of any basis for any additional assessment in respect of any such taxes and related liabilities for prior years.

5.5 Mailing Address. BHV's mailing address, as set forth in the opening paragraph hereof or as changed in accordance with Article 13, is true and correct.

ARTICLE 6 - FURTHER ASSURANCES

6.1 Recording of Security Instrument, Etc. BHV forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Malone in, the Property. BHV will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note or mortgage supplemental hereto, any security instrument with

respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

6.2 Further Acts, Etc. BHV will, at the cost of BHV, and without expense to Malone, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Malone shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Malone the property and rights hereby mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which BHV may be or may hereafter become bound to convey or assign to Malone, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Applicable Laws. BHV, on demand, will execute and deliver and hereby authorizes Malone to execute in the name of BHV or without the signature of BHV to the extent Malone may lawfully do so, one or more financing statements, chattel mortgages or other instruments, to evidence or perfect more effectively the security interest of Malone in the Property. BHV grants to Malone an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Malone pursuant to this section.

ARTICLE 7 - DUE ON SALE OR ENCUMBRANCE

7.1 No Sale or Encumbrance. BHV agrees that BHV shall not, without the prior written consent of Malone, Transfer the Property or any part thereof or permit the Property or any part thereof to be Transferred, whether voluntary, involuntary, by operation of law, or otherwise.

7.1.1 A Transfer within the meaning of this Section 7.1 shall be deemed to include, but not limited to:

7.1.1.1 an installment sales agreement wherein BHV agrees to sell the Property or any part thereof for a price to be paid in installments;

7.1.1.2 an agreement by BHV leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, BHV's right, title and interest in and to any Leases or any Rents;

7.1.1.3 any Transfer or other disposition of any Interest with the result that a Controlling Interest in BHV shall be owned by a person or persons who are not now owners of a Controlling Interest in BHV.

7.1.2 As used in this Section 7.1, the following terms shall have the following meanings:

7.1.2.1 "Transfer" means sell, convey, mortgage, grant, bargain, encumber, pledge, assign, or otherwise transfer.

7.1.2.2 "Interest" means any interest in BHV or any interest in any entity that directly or indirectly holds an interest in BHV.

7.1.2.3 "Controlling Interest" means an Interest or combination of Interests that possesses, directly or indirectly, a substantial beneficial interest in BHV and the power to direct or cause the direction of the management and policies of BHV, whether through the ownership of voting interests, by contract, or otherwise.

ARTICLE 8 - DEFAULT

The occurrence of any one or more of the following events shall constitute an "Event of Default":

8.1 Payment Default. Failure to make any payment of (i) interest or principal when due, (ii) any other amount of the Debt when due, or (iii) the entire amount of the Debt on or before the Maturity Date.

8.2 Sale or Encumbrance. If BHV violates or does not comply with any of the provisions of Section 7.1.

8.3 Misrepresentation. If any representation or warranty of BHV or any Guarantor, or any member, general partner, principal or beneficial owner of any of the foregoing, made herein, or in any other Loan Document, or in any guaranty, or in any certificate, report, financial statement or other instrument or document furnished to Malone shall have been false or misleading in any material respect when made.

8.4 Guaranty Default. If any default occurs under any guaranty or indemnity executed in connection herewith and such default continues after the expiration of applicable grace periods, if any.

8.5 Other Default. Except for the specific defaults set forth in this section, any other default under any Loan Document by BHV, which default is not cured within ten (10) business days after written notice from Malone to BHV, however if the nature of the default is such that it cannot be reasonably cured within said ten (10) business days after written notice from Malone, the "Event of Default" will be deemed to have not occurred provided BHV commences to cure the identified default and diligently proceeds to complete such cure.

8.6 Insolvency. If BHV or any Guarantor shall make an assignment for the benefit of creditors or if BHV shall generally not be paying its debts as they become due.

8.7 Bankruptcy. If (i) BHV or any Guarantor shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or BHV or any Guarantor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against BHV or any Guarantor any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against BHV or any Guarantor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of any order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) BHV or any Guarantor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) BHV or any Guarantor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

ARTICLE 9 - RIGHTS AND REMEDIES

9.1 Remedies. Upon the occurrence of any Event of Default, BHV agrees that Malone may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against BHV and in and to the Property, including, but not limited to the following actions, each of which may, to the extent permitted by applicable law, be pursued concurrently or otherwise, at such time and in such order as Malone may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Malone:

9.1.1 Declare the entire unpaid Debt to be immediately due and payable;

9.1.2 Institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

9.1.3 Sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of BHV therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entity or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

9.1.4 Institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note or in the other Loan Documents;

9.1.5 Apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of BHV, any Guarantor or of any person, firm or other entity liable for the payment of the Debt;

9.1.6 Subject to any applicable law, the license granted to BHV under Section 1.2 shall automatically be revoked and Malone may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess BHV and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude BHV and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and BHV agrees to surrender possession of the Property and of such books, records and accounts to Malone upon demand, and thereupon Malone may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Malone deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of BHV with respect to the Property, whether in the name of BHV or otherwise, including without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect, and receive all Rents of the Property and every part thereof; (v) require BHV to pay monthly in advance to Malone, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by BHV; (vi) require BHV to vacate and surrender possession of the Property to Malone or to such receiver and, in default thereof, BHV may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Malone shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of MALONE, its counsel, agents and employees;

9.1.7 Exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Personal Property or any part thereof, and to take such other measures as Malone may deem necessary for the care, protection and preservation of the Personal Property, and (ii) request BHV at its expense to assemble the Personal Property and make it available to Malone at a convenient place acceptable to Malone. Any notice of sale, disposition or other intended action by Malone with respect to the Personal Property sent to BHV in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to BHV;

9.1.8 Surrender the Policies maintained pursuant to Article 3 hereof, collect the unearned Insurance Premiums and apply such sums as a credit on the Debt in such priority and proportion as Malone in its discretion shall deem proper, and in connection therewith, BHV hereby appoints Malone as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for BHV to collect such Insurance Premiums;

9.1.9 Apply the condemnation proceeds actually received by Malone , as Malone shall deem to be appropriate in its discretion;

9.1.10 Exercise any collateral assignment rights under the Security Agreement;

9.1.11 Pursue such other remedies as Malone may have under applicable law or at equity; or

9.1.12 Notwithstanding the provisions of this section to the contrary, if any Event of Default as described in Subsection 8.7(i) or (ii) shall occur, the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Malone.

9.2 Foreclosure by Power of Sale. Should Malone elect to foreclose by exercise of the power of sale herein contained, Malone shall notify Trustee and shall deposit with the Trustee this Security Instrument, the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require. Upon receipt of such notice from Malone, Trustee shall cause to be recorded and given all notices required by law. Trustee shall, without demand on BHV, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property at the time and place of sale fixed by it in said Notice of Sale either as a whole, or in separate lots or parcels as Trustee shall deem expedient, unless Malone specifies certain terms and conditions that are permitted by applicable law, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. The Trustee may postpone any sale by public announcement at the time and place noticed for the sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, BHV, Trustee or Malone, may purchase at such sale.

9.3 Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Malone pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Malone to the payment of the Debt in such priority and proportions as Malone in its discretion shall deem proper, subject to any applicable law.

9.4 Right to Cure Defaults. Upon the occurrence of any Event of Default, Malone may, but without any obligation to do so and without notice to or demand on BHV and without releasing BHV from any obligation hereunder, cure the same in such manner and to such extent as Malone may deem necessary to protect the security hereof. Malone is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this section, shall constitute a portion of the Debt and shall be due and payable to Malone upon demand. All such costs and expenses incurred by Malone in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the default rate specified in the Note (the "Default Rate"), for the period after notice from Malone that such cost or expense was incurred to the date of payment to Malone. All such costs and expenses incurred by Malone together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Malone therefor.

9.5 Actions and Proceedings. After the occurrence and during the continuance of an Event of Default, Malone has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of BHV, which Malone, in its discretion, decides should be brought to protect its interest in the Property.

9.6 Other Rights, Etc.

9.6.1 The failure of Malone to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. BHV shall not be relieved of BHV's obligations hereunder by reason of (i) the failure of Malone to comply with any request of BHV or any Guarantor to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Malone extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

9.6.2 It is agreed that the risk of loss or damage to the Property is on BHV, and Malone shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Malone shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Malone's possession.

9.6.3 Malone may resort for the payment of the Debt to any other security held by Malone in such order and manner as Malone, in its discretion, may elect. Malone may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Malone thereafter to foreclose this Security Instrument. The rights of Malone under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Malone shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Malone shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

9.7 Malone's Powers. Malone may release or reconvey any portion of the Property for such consideration as Malone may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Malone for such release or reconveyance, and may accept by assignment, pledge or otherwise any other property in place thereof as Malone may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property. Without affecting the liability of any other person liable for the payment and/or performance of the Obligations and without in any way impairing or affecting the lien or priority of this Security Instrument, Malone may, from time to time and without notice (i) release any person so liable; (ii) extend the maturity or alter any of the terms of any Obligation; (iii) grant other indulgences; or (iv) make compositions or other arrangements with debtors in relation thereto.

9.8 Violation of Laws. If the Property is not in compliance with Applicable Laws, Malone may impose additional requirements upon BHV in connection herewith including, without limitation, monetary reserves or financial equivalents.

9.9 Right of Entry. Malone and its agents shall have the right upon prior written notice to enter and inspect the Property at all reasonable times upon notice to BHV.

9.10 Acceptance of Trust; Powers and Duties of Trustee. Trustee accepts this trust when this Security Instrument is recorded. From time to time upon written request of Malone and presentation of this Security Instrument, or a certified copy thereof, for endorsement, and without affecting the personal liability of any person for payment of any indebtedness or performance of any other Obligation, Trustee may, without liability therefor and without notice: (a) reconvey all or any part of the Property; (b) consent to the making of any map or plat of the Property; (c) join in granting any easement on the Property; (d) join in any declaration of covenants and restrictions; or (e) join in any extension agreement or any agreement subordinating the lien or charge of this Security Instrument. Nothing contained in the immediately preceding sentence shall be construed to limit, impair or otherwise affect the rights of Trustee in any respect. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which BHV, Malone, or Trustee shall be a party unless brought by Trustee.

9.11 Appointment of Successor Trustee. In the event of dissolution or resignation of the Trustee, Malone may substitute a trustee or trustees to execute the trust hereby created, and when such substitution has been filed for record in the office of the Recorder of the county in which the Land is located and notice given to BHV, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

9.12 Reconveyance by Trustee. Upon written request of Malone stating that all sums secured hereby have been paid and upon surrender of this Security Instrument to Trustee for cancellation and retention and upon payment by BHV of Trustee's fees, Trustee shall reconvey to BHV, or the person or persons legally entitled thereto,

without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

ARTICLE 10 - ENVIRONMENTAL HAZARDS

10.1 Environmental Representations and Warranties. BHV represents and warrants, based upon an environmental Phase I site assessment of the Property and information that BHV knows, that: (a) there are no Hazardous Substances (defined below) or underground storage tanks in, on, or under the Property, except those that are both (i) in compliance with Environmental Laws (defined below) and with permits issued pursuant thereto, if any, and (ii) fully disclosed to Malone in writing pursuant to the written reports resulting from the environmental assessment of the Property delivered to Malone (the "Environmental Report"); (b) there are no past or present Releases (defined below) of Hazardous Substances in violation of any Environmental Law or which would require Remediation (defined below) by a Government Authority in, on, under or from the Property except as described in the Environmental Report; (c) there is no past or present non-compliance with Environmental Laws, or with permits issued pursuant thereto, in connection with the Property except as described in the Environmental Report; (d) BHV does not know of, and has not received, any written or oral notice or other communication from any person or entity (including, but not limited to a governmental entity) relating to Hazardous Substances or Remediation thereof, of possible liability of any person or entity pursuant to any Environmental Law, other environmental conditions in connection with the Property, or any actual administrative or judicial proceedings in connection with any of the foregoing; and (e) BHV has truthfully and fully provided to Malone, in writing, any and all information relating to environmental conditions in, on, under or from the Property that is known to BHV and that is contained in BHV's files and records, including, but not limited to any reports relating to Hazardous Substances in, on, under or from the Property and/or to the environmental condition of the Property.

10.1.1 "Environmental Law" means any present, and for the purposes of Sections 10.2, 10.3 and 11.2 only, future, federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Substances, relating to liability for or costs of Remediation or prevention of Releases of Hazardous Substances or relating to liability for or costs of other actual or threatened danger to human health or the environment. "Environmental Law" includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Materials Transportation Act of 1994; the Resource Conservation and Recovery Act (including, but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. "Environmental Law" also includes, but is not limited to, any present, and for the purposes of Sections 10.2, 10.3 and 11.2 only, future, federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law: conditioning transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of the property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any governmental authority or other person or entity, whether or not in connection with transfer of title to or interest in property.

10.1.2 "Hazardous Substances" include but are not limited to any and all substances (whether solid, liquid or gas) (i) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present, or for the purposes of Sections 10.2, 10.3 and 11.2 only, future, Environmental Laws or (ii) that may have a negative impact on human health or the environment, including, but not limited to petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives.

10.1.3 "Release" of any Hazardous Substance includes, but is not limited to, any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances.

10.1.4 "Remediation" includes, but is not limited to, any response, remedial removal, or corrective action, any activity to clean up, detoxify, decontaminate, contain or otherwise remediate any Hazardous Substance, any actions to prevent, cure or mitigate any Release of any Hazardous Substance, any action to comply with any Environmental Laws or with any permits issued pursuant thereto, any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis or evaluation relating to any Hazardous Substances or to anything referred to in this Article.

10.2 Environmental Covenants. BHV covenants and agrees that so long as BHV owns, manages, is in possession of, or otherwise controls the operation of the Property: (a) all uses and operations on or of the Property, whether by BHV or any other person or entity, shall be in compliance with all Environmental Laws and permits issued pursuant thereto; (b) there shall be no Releases of Hazardous Substances in, on, under or from the Property in violation of Environmental Law; (c) there shall be no Hazardous Substances in, on, or under the Property, except those that are in compliance with all Environmental Laws and with permits issued pursuant thereto, if and to the extent required; (d) BHV shall keep the Property free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of BHV or any other person or entity (the "Environmental Liens"); (e) BHV shall, at its sole cost and expense, fully and expeditiously cooperate in all activities pursuant to Section 10.3 below, including, but not limited to, providing all relevant information and making knowledgeable persons available for interviews; (f) BHV shall, at its sole cost and expense, perform any environmental site assessment or other investigation of environmental conditions in connection with the Property, pursuant to any reasonable written request of Malone after Malone has reason to believe this section has been violated (including, but not limited to sampling, testing and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas), and share with Malone the reports and other results thereof, and Malone and other Indemnified Parties (defined in Section 11.1) shall be entitled to rely on such reports and other results thereof; (g) BHV shall, at its sole cost and expense, comply with all reasonable written requests of Malone to (i) reasonably effectuate Remediation of any condition (including, but not limited to a Release of a Hazardous Substance) in, on, under or from the Property, (ii) comply with any Environmental Law, (iii) comply with any directive from any governmental authority, and (iv) take any other reasonable action necessary or appropriate for protection of human health or the environment; (h) BHV shall not do or allow any tenant or other user of the Property to do any act that materially increases the dangers to human health or the environment, poses an unreasonable risk of harm to any person or entity (whether on or off the Property), impairs or may impair the value of the Property, is contrary to any requirement of any insurer, constitutes a public or private nuisance, constitutes waste, or violates any covenant, condition, agreement or easement applicable to the Property; and (i) BHV shall immediately notify Malone in writing promptly after it has become aware of (A) any presence or Releases or threatened Releases of Hazardous Substances in, on, under, from or migrating towards the Property which is required to be reported to a governmental authority under any Environmental Law, (B) any actual Environmental Lien affecting the Property, (C) any required Remediation of environmental conditions relating to the Property, and (D) any written or oral notice or other communication of which BHV becomes aware from any source whatsoever (including, but not limited to a governmental entity) relating in any way to Hazardous Substances or Remediation thereof, possible liability of any person or entity pursuant to any Environmental Law, other environmental conditions in connection with the Property, or any actual or threatened administrative or judicial proceedings in connection with anything referred to in this Article.

10.3 Malone's Rights. Malone, its environmental consultant, and any other person or entity designated by Malone, including, but not limited to, any receiver and any representative of a governmental entity, shall have the right, but not the obligation, after notice to BHV, to enter upon the Property at all reasonable times to assess any and all aspects of the environmental condition of the Property and its use, including, but not limited to conducting any environmental assessment or audit of the Property or portions thereof to confirm BHV's compliance with the provisions of this Article, and BHV shall cooperate in all reasonable ways with Malone in connection with any such audit. Such audit shall be performed in a manner so as to minimize interference with the conduct of business at the Property. If such audit discloses that a violation of or a liability under any Environmental Law exists or if such audit was required or prescribed by law, regulation or governmental or quasi-governmental authority, BHV shall pay all costs and expenses incurred in connection with such audit; otherwise, the costs and expenses of such audit shall, notwithstanding anything to the contrary set forth in this section, be paid by Malone.

ARTICLE 11 - INDEMNIFICATION

11.1 General Indemnification. BHV shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement, or punitive damages, of whatever kind or nature (including, but not limited to attorneys' fees and other costs of defense) (the "Losses") imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following (but excluding Losses arising out of an Indemnified Party's gross negligence or willful misconduct): (a) ownership of this Security Instrument, the Property or any interest therein or receipt of any Rents; (b) any amendment to, or restructuring of, the Debt, and the Note, this Security Instrument, or any other Loan Documents; (c) any and all lawful action that may be taken by Malone in connection with the enforcement of the provisions of this Security Instrument or the Note or any of the other Loan Documents, whether or not suit is filed in connection with the same, or in connection with BHV, any Guarantor and/or any member, partner, joint venture or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; (d) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (e) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (f) any failure on the part of BHV to perform or be in compliance with any of the terms of this Security Instrument; (g) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (h) any failure of the Property to be in compliance with any Applicable Laws; (i) any and all claims and demands whatsoever that may be asserted against Malone by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; or (j) the payment of any commission, charge or brokerage fee to anyone that may be payable in connection with the funding of the loan evidenced by the Note and secured by this Security Instrument. Any amounts payable to Malone by reason of the application of this section shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Malone until paid. The term "Indemnified Parties" means Malone and any person or entity who is or will have been involved in the origination of this loan, any person or entity who is or will have been involved in the servicing of this loan, any person or entity in whose name the encumbrance created by this Security Instrument is or will have been recorded, persons and entities who may hold or acquire or will have held a full or partial interest in this loan, as well as the respective directors, officers, shareholders, members, partners, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing.

11.2 Environmental Indemnification. BHV shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses and costs of Remediation (whether or not performed voluntarily), engineers' fees, environmental consultants' fees, and costs of investigation (including, but not limited to, sampling, testing and analysis of soil, water, air, building materials, and other materials and substances whether solid, liquid or gas) imposed upon or incurred by or asserted against any Indemnified Parties, and arising out of or in any way relating to any one or more of the following, unless caused by the gross negligence or willful misconduct of any Indemnified Party: (a) any presence of any Hazardous Substances in, on, above or under the Property; (b) any past, present or threatened Release of Hazardous Substances in, on, above, under or from the Property; (c) any activity by BHV, any person or entity affiliated with BHV or tenant or other users of the Property in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other Release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from the Property of any Hazardous Substances at any time located in, under, on or above the Property; (d) any activity by BHV, any person or entity affiliated with BHV or tenant or other users of the Property in connection with any actual or proposed Remediation of any Hazardous Substances at any time located in, under, on or above the Property, whether or not such Remediation is voluntary or pursuant to court or administrative order, including, but not limited to, any removal, remedial or corrective action; (e) any past, present or threatened violations of any Environmental Laws (or permits issued pursuant to any Environmental Law) in connection with the Property or operations thereon, including, but not limited to, any failure by BHV, any person or entity affiliated with BHV or tenant or other users of the Property to comply with any order of any governmental authority in connection with Environmental Laws; (f) the imposition, recording or filing of any Environmental Lien encumbering the Property; (g) any administrative processes or proceedings or judicial

proceedings in any way connected with any matter addressed in Article 10 and this section; (h) any past, present or threatened injury to, destruction of or loss of natural resources in any way connected with the Property, including, but not limited to, costs to investigate and assess such injury, destruction or loss; (i) any acts of BHV or other users of the Property in arranging for disposal or treatment, or arranging with a transporter for transport for disposal or treatment, of Hazardous Substances owned or possessed by such BHV or other users, at any facility or incineration vessel owned or operated by another person or entity and containing such or similar Hazardous Substance; (j) any acts of BHV or other users of the Property, in accepting any Hazardous Substances for transport to disposal or treatment facilities, incineration vessels or sites selected by BHV or such other users, from which there is a Release, or a threatened Release of any Hazardous Substance which causes the incurrence of costs for Remediation; (k) any personal injury, wrongful death, or property damage caused by Hazardous Substances arising under any statutory or common law or tort law theory, including but not limited to, damages assessed for the maintenance of a private or public nuisance or for the conducting of an abnormally dangerous activity on or near the Property; and (l) any intentional misrepresentation in any representation or warranty or material breach or failure to perform any covenants or other obligations pursuant to Article 10.

11.3 Duty to Defend; Attorneys' Fees and Other Fees and Expenses. Upon written request by any Indemnified Party, BHV shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, any Indemnified Parties may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of the Indemnified Parties, their attorneys shall control the resolution of claim or proceeding. Upon demand, BHV shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

ARTICLE 12 - WAIVERS

12.1 Marshaling and Other Matters. BHV hereby waives, to the extent permitted by law, the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the Property or any part thereof or any interest therein.

12.2 Waiver of Notice. To the extent permitted by Applicable Law, BHV shall not be entitled to any notices of any nature whatsoever from Malone except with respect to matters for which this Security Instrument specifically and expressly provides for the giving of notice by Malone to BHV and except with respect to matters for which Malone is required by Applicable Law to give notice, and BHV hereby expressly waives the right to receive any notice from Malone with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Malone to BHV.

12.3 Waiver of Subrogation. BHV waives any and all right to claim or recover against Malone, its officers, employees, agents and representatives, by way of subrogation or otherwise, for any loss sustained by BHV, or any loss or damage to the Property, BHV's property or the property of others under BHV's control from any cause insured against or required to be insured against by the provisions of this Security Instrument.

12.4 Waiver of Statute of Limitations. BHV hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

12.5 Survival. Except as hereinafter specifically set forth below, the representations and warranties, covenants, and other obligations arising under Articles 10 and 11 shall in no way be impaired by any satisfaction or other termination of this Security Instrument, any assignment or other transfer of all or any portion of this Security Instrument or Malone's interest in the Property (but, in such case, shall benefit both Indemnified Parties and any assignee or transferee), any exercise of Malone's rights and remedies pursuant hereto including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Note or any of the other Loan Documents, any transfer of all or any portion of the Property (whether by BHV or by Malone following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), any amendment to this Security Instrument, the Note or the other Loan Documents, and any act or omission that might otherwise be construed as a release or discharge of BHV from the obligations pursuant hereto. All obligations and liabilities of BHV under

Articles 10 and 11 shall cease and terminate on the first (1st) anniversary of the date of payment to Malone in cash of the entire Debt, provided that contemporaneously with or subsequent to such payment, BHV, at its sole cost and expense, delivers to Malone an environmental audit of the Property in form and substance, and prepared by a qualified environmental consultant, reasonably satisfactory in all respects to Malone and indicating the Property is in full compliance with all applicable Environmental Laws.

ARTICLE 13 - NOTICES

All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof, (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Malone:	ID Malone 3 LLC 4784 Riverfront Place Garden City, Idaho 83714 E-Mail: alanm81451@aol.com
With a copy to:	Varin Wardwell LLC 242 N. 8th Street, Suite 220 Boise, Idaho 83702 Attention: Anne C. Kunkel E-Mail: annekunkel@varinwardell.com
If to BHV:	BHV, LLC 5266 W. State Street, Ste. 101 Boise, Idaho 83713 Attention: J. Kevin Brunk E-Mail: kevin@jkbdev.net
With a copy to:	Sherburne Development, LLC 5266 W. State St., Ste. 101 Boise, Idaho 83713 Attention: Jared Sherburne E-Mail: jared@sherburne-marrs.com
With a copy to:	Brian F. McColl Worst, Fitzgerald & Stover, PLLC 3858 N. Garden Center Way, Ste. 200 Boise, Idaho 83703 E-Mail: brian@wilsonmccoll.com

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

ARTICLE 14 - APPLICABLE LAW

14.1 Choice of Law. THIS SECURITY INSTRUMENT SHALL BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

14.2 Usury Laws. This Security Instrument and the Note are subject to the express condition that at no time shall BHV be obligated or required to pay interest on the Debt at a rate that could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which BHV is permitted

by applicable law to contract or agree to pay. If by the terms of this Security Instrument or the Note, BHV is at any time required or obligated to pay interest on the Debt at a rate in excess of such maximum rate, the rate of interest under the Security Instrument and the Note shall be deemed to be immediately reduced to such maximum rate and all prior interest payments in excess of all maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note. All sums paid or agreed to be paid to Malone for the use, forbearance, or detention of the Debt shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Note until payment in full so that the rate or amount of interest on account of the Debt does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the Debt for so long as the Debt is outstanding.

14.3 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any Applicable Law.

14.4 Inapplicable Provision. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

ARTICLE 15 - COSTS

15.1 Performance at BHV's Expense. BHV acknowledges and confirms that Malone shall impose certain administrative processing and/or commitment fees in connection with (a) the extension, renewal, modification, amendment and termination of its loans, (b) the release or substitution of collateral therefor, (c) obtaining certain consents, waivers and approvals with respect to the Property, or (d) the review of any Lease or proposed Lease or the preparation or review of any subordination, non-disturbance agreement (the occurrence of any of the above shall be called an "Event"). BHV further acknowledges and confirms that it shall be responsible for the payment of all costs of reappraisal of the Property or any part thereof, whether required by law, regulation, Malone or any governmental or quasi-governmental authority. BHV hereby acknowledges and agrees to pay, immediately, with or without demand, all such fees (as the same may be increased or decreased from time to time), and any additional fees of a similar type or nature which may be imposed by Malone from time to time, upon the occurrence of any Event or otherwise. Wherever it is provided for herein that BHV pay any costs and expenses, such costs and expenses shall include, but not be limited to, all legal fees and disbursements of Malone, whether of retained firms, the reimbursement for the expenses of in-house staff or otherwise.

15.2 Attorney's Fees for Enforcement.

15.2.1 BHV shall pay all legal fees incurred by Malone in connection with (i) the preparation of the Note, this Security Instrument and the other Loan Documents; and (ii) the items set forth in Section 15.1 above.

15.2.2 BHV shall pay to Malone on demand any and all expenses, including legal expenses and attorney's fees, incurred or paid by Malone in protecting its interest in the Property or Personal Property or in collecting any amount payable hereunder or in enforcing its rights hereunder with respect to the Property or Personal Property, whether or not any legal proceeding is commenced hereunder or thereunder and whether or not any default or Event of Default shall have occurred and is continuing, together with interest thereon at the Default Rate from the date paid or incurred by Malone until such expenses are paid by BHV.

ARTICLE 16 - DEFINITIONS

16.1 General Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "BHV" shall mean "each BHV and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Malone" shall mean "Malone and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "person" shall include an individual, corporation, limited liability company, partnership, trust, unincorporated

association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to fees and disbursements at the pretrial, trial and appellate levels incurred or paid by Malone in protecting its interest in the Property, the Leases and the Rents and enforcing its rights under this Security Instrument.

16.2 Headings, Etc. The headings and captions of various sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 No Oral Change. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of BHV or Malone, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

17.2 Liability. If BHV consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Security Instrument shall be binding upon and inure to the benefit of BHV and Malone and their respective successors and assigns forever.

17.3 Duplicate Originals; Counterparts. This Security Instrument may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Security Instrument may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Security Instrument. The failure of any party hereto to execute this Security Instrument, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

17.4 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

17.5 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Malone shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Malone and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of BHV's obligations hereunder, under the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

17.6 Entire Agreement. The Note, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement between BHV and Malone with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements between BHV and Malone with respect thereto. BHV hereby acknowledges that, except as incorporated in writing in the Note, this Security Instrument and the other Loan Documents, there are not, and were not, and no persons are or were authorized by Malone to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Security Instrument and the other Loan Documents.

17.7 Fixture Filing. This Deed of Trust is to be filed and indexed as such in the appropriate real property records and also to be indexed as a fixture filing pursuant to Idaho Code Section 28-9-502.

NOTICE:
THE DEBT SECURED HEREBY IS SUBJECT TO ACCELERATION OR CALL IN FULL IN THE EVENT OF A SALE, CONVEYANCE OR ENCUMBRANCE OF THE PROPERTY (OR PART THEREOF) OR OF THE CONTROLLING

VOTING INTERESTS (IN A SINGLE TRANSACTION OR IN THE AGGREGATE OF MULTIPLE TRANSACTIONS) IN BHV EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this security instrument has been executed by BHV effective as of the date and year first above written.

BHV:

BHV, LLC,
an Idaho limited liability company

By: J777I, LLC,
an Idaho limited liability company, Member

By: _____
J. Kevin Brunk, Managing Member

By: Sherburne Development, LLC,
an Idaho limited liability company, Member

By: _____
Jared Sherburne, Managing Member

STATE OF IDAHO)
) ss.
County of ADA)

On this 10th day of November, 2017, before me, a Notary Public in and for said State, personally appeared J. Kevin Brunk, known or identified to me to the managing member of J777I, LLC, a limited liability company, a member of BHV, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such general partnership executed the same in said limited liability company name.

RONNI CHRISTIANSON NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for the State of Idaho
Residing at Boise, Idaho
Commission Expires 7-15-22

STATE OF IDAHO)
) ss.
County of ADA)

On this 13th day of November, 2017, before me, a Notary Public in and for said State, personally appeared Jared Sherburne, known or identified to me to the managing member of Sherburne Development, LLC, a limited liability company, a member of BHV, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such general partnership executed the same in said limited liability company name.

RONNI CHRISTIANSON NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for the State of Idaho
Residing at Boise, Idaho
Commission Expires 7-15-22

EXHIBIT A

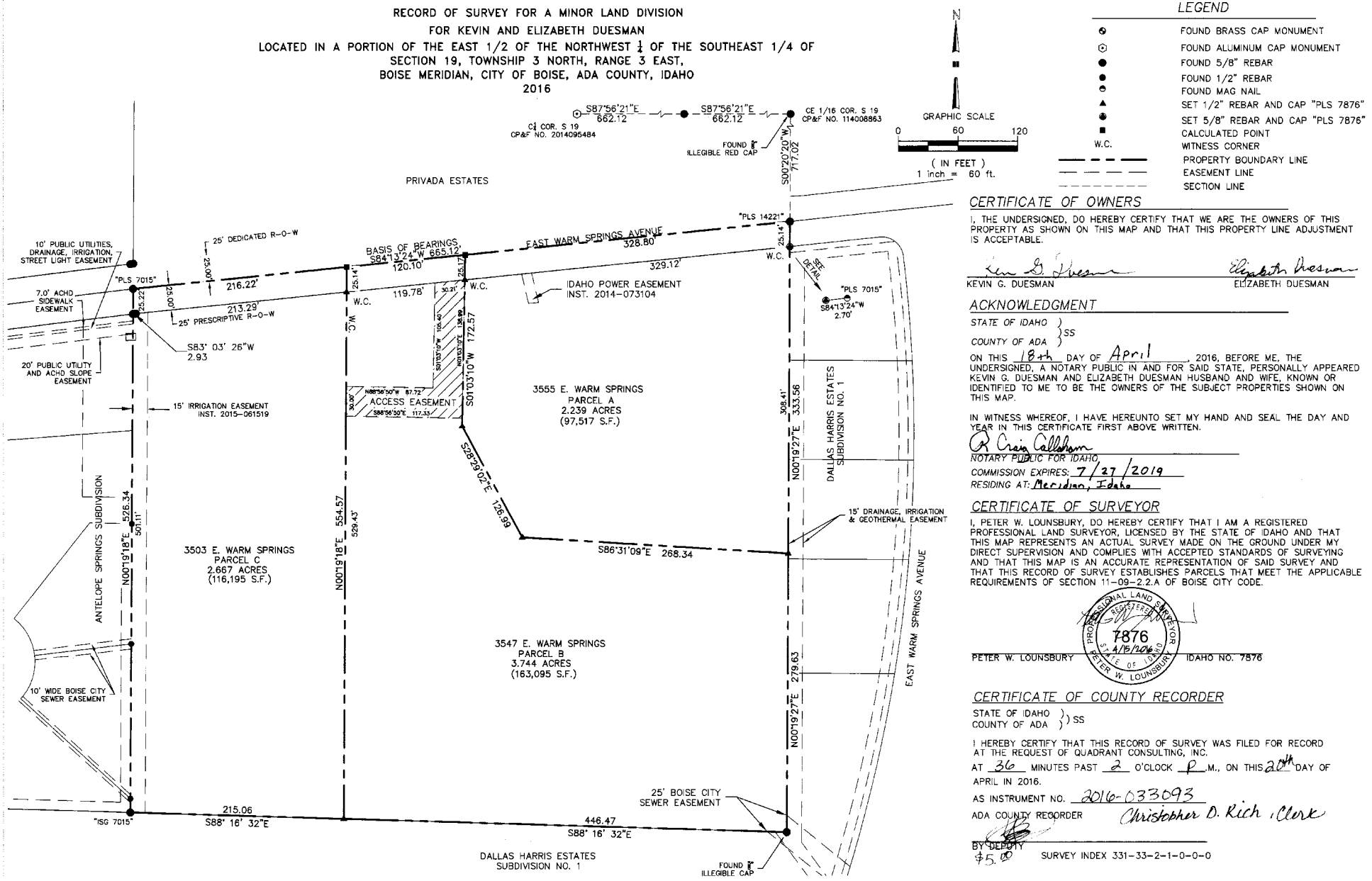
Description of the Property

A parcel of land located in the Northwest quarter of the Southeast quarter of Section 19, Township 3 North, Range 3 East of the Boise Meridian, Boise City, Ada County, Idaho being more particularly described as follows:

Commencing at the found aluminum cap monument representing the position of the center quarter of said Section 19 as perpetuated by document 2014-095484, Records of Ada County; thence
South 87°56'21" East along the mid-section line for a distance of 1324.24 feet to the Center-East 1/16 corner of said section, marked by a found 5/8 inch diameter iron pin; thence
South 00°20'20" West for a distance of 717.02 feet to a found 5/8 inch diameter iron pin numbered PLS 14221 on the centerline of East Warm Springs Avenue and the Real Point of Beginning; thence
South 00°19'27" West along the exterior boundary of Dallas Harris Estates Subdivision No. 1 as recorded in Book 103 of Plats at Pages 13779-13785, Records of Ada County, for a distance of 613.18 feet to a found 5/8 inch diameter iron pin; thence
North 88°16'32" West along said exterior boundary for a distance of 661.53 feet to a found 5/8 inch diameter iron pin labeled PLS 7015; thence
North 00°19'18" East along the Easterly boundary of Antelope Springs Subdivision as recorded in Book 107 of Plats at Pages 14814-14816, Records of Ada County, for a distance of 526.34 feet to the centerline of East Warm Springs Avenue, marked by a found 5/8 inch diameter iron pin labeled PLS 7015; thence
North 84°13'24" East along said centerline for a distance of 665.12 feet to the Real Point of Beginning.

ROS 10462

RECORD OF SURVEY FOR A MINOR LAND DIVISION
FOR KEVIN AND ELIZABETH DUESMAN
LOCATED IN A PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO
2016



LEGEND

⊕	FOUND BRASS CAP MONUMENT
⊙	FOUND ALUMINUM CAP MONUMENT
●	FOUND 5/8" REBAR
●	FOUND 1/2" REBAR
◓	FOUND MAG NAIL
▲	SET 1/2" REBAR AND CAP "PLS 7876"
◉	SET 5/8" REBAR AND CAP "PLS 7876"
■	CALCULATED POINT
W.C.	WITNESS CORNER
— — —	PROPERTY BOUNDARY LINE
— — —	EASEMENT LINE
— — —	SECTION LINE

CERTIFICATE OF OWNERS

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THIS PROPERTY AS SHOWN ON THIS MAP AND THAT THIS PROPERTY LINE ADJUSTMENT IS ACCEPTABLE.

Kevin G. Duesman — Elizabeth Duesman

KEVIN G. DUESMAN — ELIZABETH DUESMAN

ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
COUNTY OF ADA)

ON THIS 18th DAY OF April, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED KEVIN G. DUESMAN AND ELIZABETH DUESMAN HUSBAND AND WIFE, KNOWN OR IDENTIFIED TO ME TO BE THE OWNERS OF THE SUBJECT PROPERTIES SHOWN ON THIS MAP.

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

Craig Callahan
NOTARY PUBLIC FOR IDAHO
COMMISSION EXPIRES: 7/27/2019
RESIDING AT: Meridian, Idaho

CERTIFICATE OF SURVEYOR

I, PETER W. LOUNSBURY, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO AND THAT THIS MAP REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND COMPLIES WITH ACCEPTED STANDARDS OF SURVEYING AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND THAT THIS RECORD OF SURVEY ESTABLISHES PARCELS THAT MEET THE APPLICABLE REQUIREMENTS OF SECTION 11-09-2.2.A OF BOISE CITY CODE.

REGISTERED PROFESSIONAL LAND SURVEYOR 7876 4/15/2016 STATE OF IDAHO PETER W. LOUNSBURY

PETER W. LOUNSBURY — IDAHO NO. 7876

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO)
) SS
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS RECORD OF SURVEY WAS FILED FOR RECORD AT THE REQUEST OF QUADRANT CONSULTING, INC.

AT 36 MINUTES PAST 2 O'CLOCK P M., ON THIS 20th DAY OF APRIL IN 2016.

AS INSTRUMENT NO. 2016-033093

ADA COUNTY RECORDER Christopher D. Rich, Clerk

BY DEPUTY

$5.00 SURVEY INDEX 331-33-2-1-0-0-0

RECORD DATA REFERENCES

RECORD OF SURVEY NO. 1414
RECORD OF SURVEY NO. 9054
DALLAS HARRIS ESTATES SUBDIVISION NO. 1
ANTELOPE SPRINGS SUBDIVISION
PRIVADA ESTATES
WARRANTY DEED INST. 105124558

SIGNATURE OF BOISE CITY PLANNING DIRECTOR

THE UNDERSIGNED, HEREBY CERTIFIES THAT THIS MINOR LAND DIVISION RECORD OF SURVEY IS IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 11-09-02.1.A OF BOISE CITY CODE.

BOISE CITY PLANNING DIRECTOR — DATE 4.20.16

NOTES

1. THE PROPERTIES ARE CURRENTLY ZONED A-1.
2. THIS RECORD OF SURVEY HAS BEEN APPROVED BY BOISE CITY UNDER APPLICATION ROS16-31
3. THESE PARCELS MAY NOT BE DIVIDED UNLESS APPROVED BY THE CITY OF BOISE.
4. THE ORIGINAL PARCEL IS NO LONGER A BUILDABLE PARCEL PURSUANT TO THIS RECORD OF SURVEY.

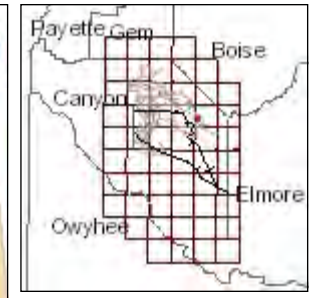
Quadrant Consulting, Inc.
CIVIL ENGINEERING-SURVEYING
1904 West Overland Road Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
EMAIL: pete@quadrant.cc

This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.

Ada County Assessor

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 OR LEGAL PURPOSES.





Legend

- Railroad
- Roads (<2,000 scale)
  - <all other values>
  - Interstate
  - Ramp
  - Principal Arterial
  - Collector
  - Minor Arterial
  - Local
  - Parks
  - Alley
  - Driveway
- Parks
- Address
- Record of Survey
- Townships
- Sections
- Parcel Numbers
- Condos
- Parcels

This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.

Map Scale: 1:20000

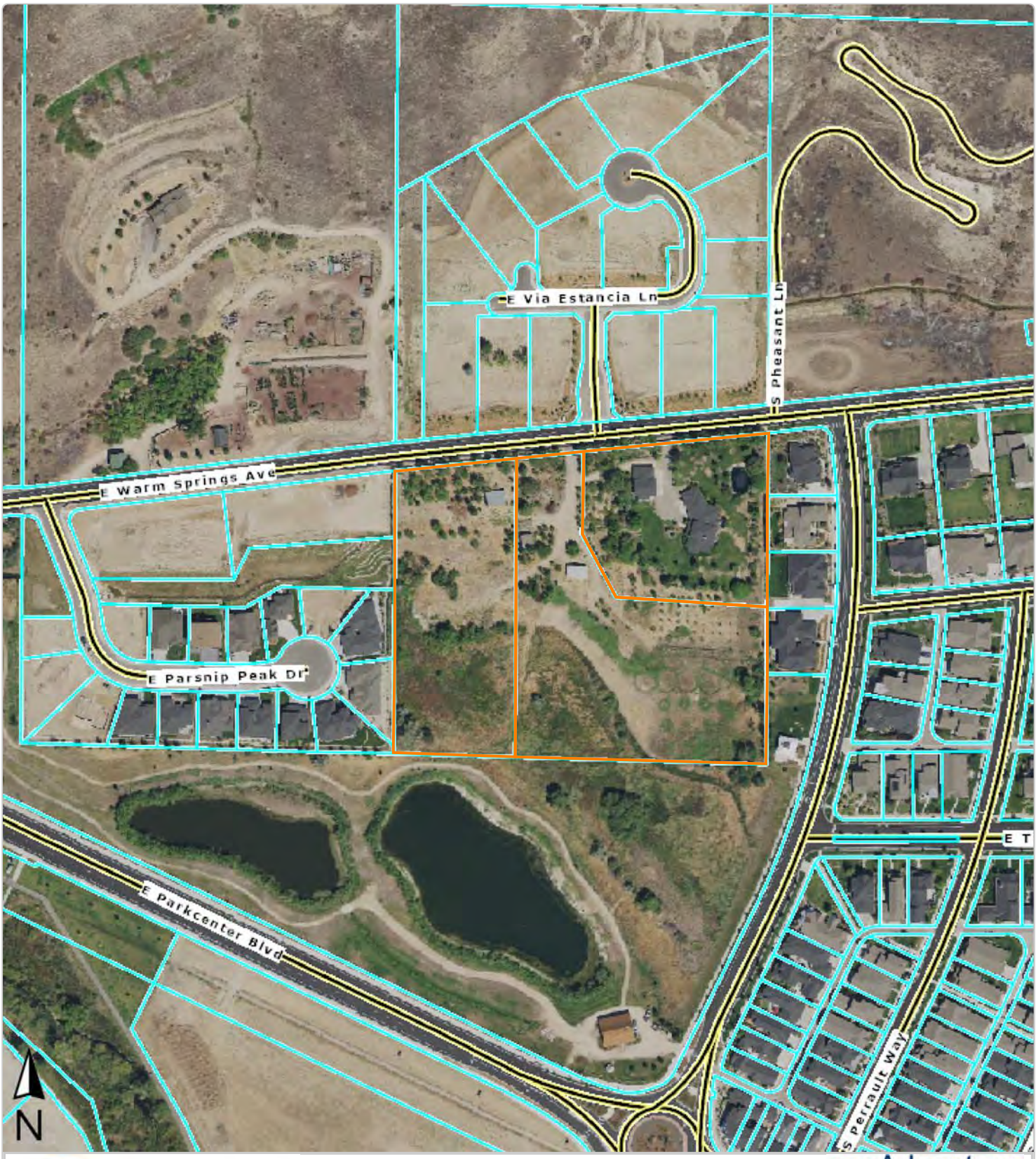
11/28/2017



TitleOne
a title & escrow co.

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

geoAdvantage



TitleOne
a title & escrow co.

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geoAdvantage

Cody Riddle

From: Harry Keller <hk.sierra@gmail.com>
Sent: Friday, December 15, 2017 11:53 AM
To: Cody Riddle
Subject: [External] Fw: CAR17-00026, PUD17-00029 & SUB17-00052, 3555 E Warm Springs Ave
Attachments: BHV LLC.pdf

Dear Cody Riddle,
Boise City P&Z

I have a personal interest in the subject proposed project, due to my professional involvement in projects near and adjacent to the Privada Estates Subdivision. As such, I plan to provide a series of comment and technical information email letters for consideration toward P&Z decision making and potential inclusion in the PUD.

My first email concerns one of the ***initial submission documents provided 11/28/2017*** – specifically ***"DEED_11282017 updated 11/28/2017 DEED 11282017".*** This document delineates an outdated prior ownership change transaction recorded 05/18/2016, and does not reflect the current ownership change recorded November 14, 2017 (11/14/2017).

The attached file (BHV.PDF) provides the proper current ownership change recorded 11/14/2017 that should have been included with the initial submission.

Specifically, the file provides the:

1. Ada County Profile Information for the properties
2. Warranty Deed recorded 11/14/2017
3. Deed of Trust recorded 11/14/2017

Please include this email and its attachment within the file for the subject proposed project.

Thank You,
Harry Keller
hk.sierra@gmail.com

Cody Riddle

From: Diane Langdon <langdondiane@gmail.com>
Sent: Thursday, December 21, 2017 9:59 AM
To: Cody Riddle
Subject: [External] BHV Development of 3555 E. Warm Springs Avenue

When we purchased our home, the decision was informed by several considerations with the plan for development as a key deciding factor for us. We continue to support the need to remain true to what we, as Boise residents and taxpayers in this area, "bought into" ... a well designed community as outlined in SP01 and SP02.

Respectfully,

Jim & Diane Langdon
2999 S. Millbrook Way
Boise, ID 83716

(208) 356-6535

Diane Langdon / **Google Voice:** (720) 432-2244 / **E-mail:** langdondiane@gmail.com

Internal vehicular issues discussed for the proposed Barber Hill Vistas (BHV)

Intro:

I live within the '300' of the proposed new development. I've lived in Dallas Harris on Timbersaw just 3 houses east of the postal pavilion. I've been here from the beginning - approximately 7 years ago. I've seem a great deal of change during that time, and my personal opinion is that the planning for, and quality of construction within, has made Barber Valley a great place to live and work.

I have a working knowledge of real estate development because my advertising agency, which was initially located in South Florida, had quite a few real estate developments as clients. By comparing earlier developments in east Boise - specifically River Run - to the real estate clients we had in Florida, I could see that Boise was on the right track. Pete O'Neill won deserved national awards for the mixed use enclaves as well as the environmental choices that make Rover Run a popular place to live many years later.

Much of what Harris Ranch planners and the Harris Family has proposed - and has been approved - and is currently being built out - probably owes at least a little bit to the city of Boise and the River Run 'style'.

I am assuming that years ago, Boise realized that the location of the city was a huge attraction and that development can actually compliment the area and continue to make life here special and attractive for new residents. (A latest growth statistic shows the northwest, and specifically Idaho, as the number one state - growing at more than 2%)

All of the above history suggests that it is not a good time to "mess with success". Boise Planning and Zoning has established rules to continue quality, livable communities we can all be proud of. Unfortunately, successful fast growing towns attract developers looking to make a quick buck. They may attempt to find ways to sidestep the community restrictions to increase the net profit. I saw them arrive in South Florida - and it wasn't good. I suggest the Boise P & Z committee and the Boise city council to hold firm to the well thought out - and quality - vision for the city and Barber Valley. This will keep Boise growth within established plans, and the strict adherence of those plans will keep developers "in line."

Current status:

As part of the neighborhood here in Harris Ranch, I have joined committees to help the area continue it's growth in a positive direction. I am currently involved in the work to make biking and walking safe and easy for all residents. All stakeholders and government agencies are viewing our volunteer work as positive.

Additionally, I have been part of the committee to oversee the plans for new communities being proposed within the Barber Vally - in hopes that we can help provide Boise P&Z (and city council) with information from the folks that live in the valley already.

Most of the comments regarding the unsuitability of the BHV development concerned very real issues concerning the lack of conforming with the SP01 and 02, which guide all development.

Another issue, however, that hasn't been raised to date, is the complete lack of understanding regarding how vehicles will be accommodated within the BHV community. This includes parking, internal driving, and rush hour egress onto Warm Springs.

Vehicles and BHV. Current plan is not resident compatible for several existential reasons - overcrowding being the core issue.

ACHD does not involve itself with private roads within communities, so they have not approved the BHV roads - in fact no agency has. ACHD has approved the additional traffic on Warm Springs - which would be up to 94 vehicles (assuming 2 vehicles per residence).

P&Z and the existing neighborhoods have focused (rightly) on number of PEOPLE within the community, not the number of VEHICLES they bring with them.

Below I list the very real problems new residents of BHV will face if it is built out in the current plan. Each point (and associated problem) is a design fail of significant proportion, and together they will make the vehicle-centric lives of the residents unbearable.

Item #1 Morning Rush Hour Egress:

The combination of a single exit to the already busy Warm Springs Avenue during the morning rush hour, the 10% exit ramp upgrade, the difficulty of viewing each way when parked on that upgrade, and the queue line behind each of the residents cars is a serious design issue. Add to those issues, the fact that BHV is on the south side of WS, which means residents will need to cross two lanes of traffic to go toward the city - as opposed to the communities on the north side of WS - which can turn right and only concern themselves with one lane on WS.

Additionally BHV is “downstream” from all the other communities in Harris Ranch as well as all the other communities being built east of HR. Harris Ranch North when built out will add an additional 173 to 346 vehicles (again on the north side of WS). All these will increase the westward traffic - making pulling out and accelerating heading west more difficult for the downstream residents of BHV.

I am attaching three illustrations showing what it looks like for one car per residence (47), one and a half car (60), and two cars per residence (94). (These do not suggest that all the cars will pull out and stop (not exit) until all the cars are in the queue waiting! They do show the number of vehicles that will HAVE to exit within an approximately 1 hour morning time frame - five days a week.

(Images follow on next page)

Image 1 = 47 vehicles (1 per household)

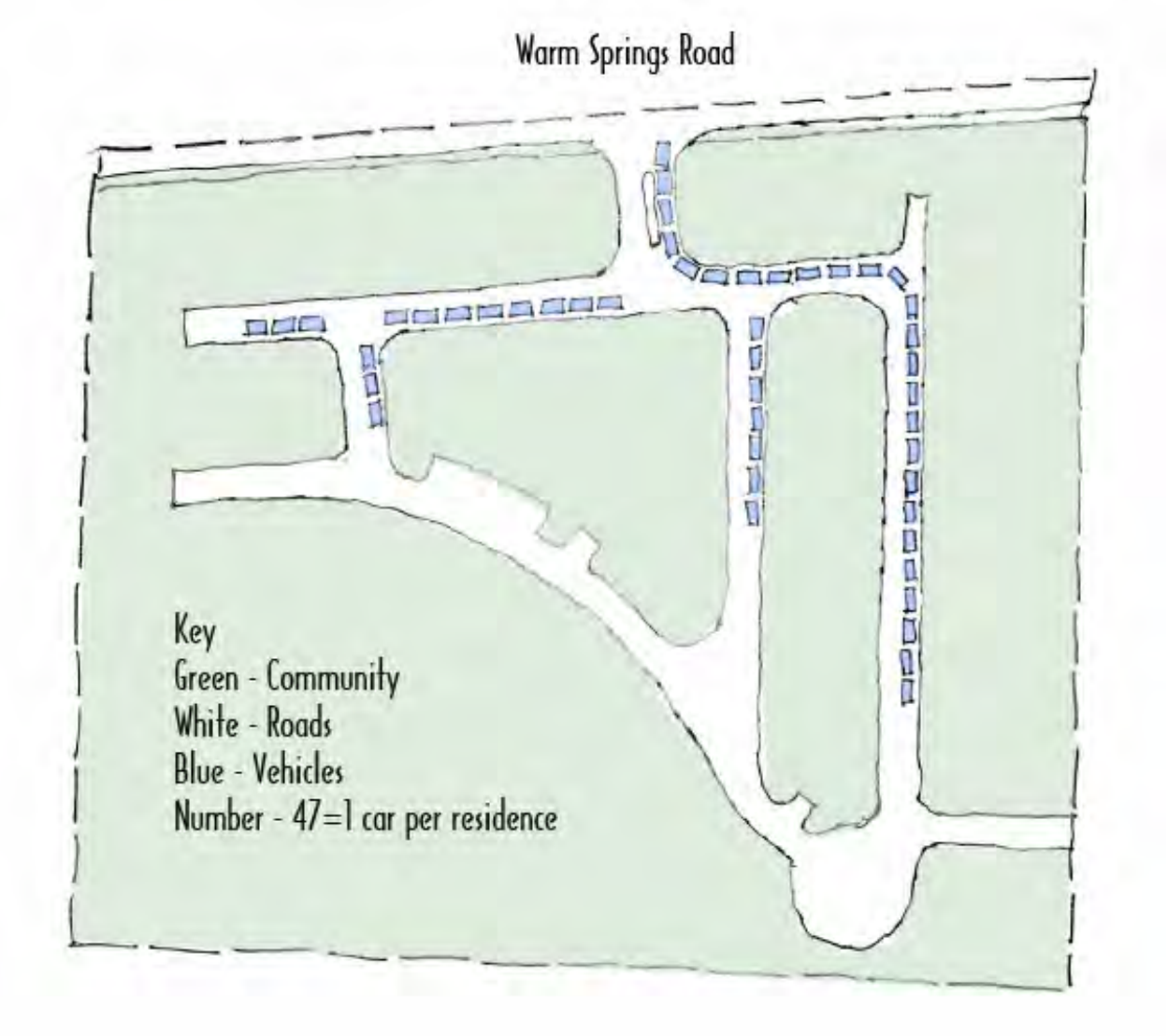


Image 2 = 60 cars - 1 1/2 per household

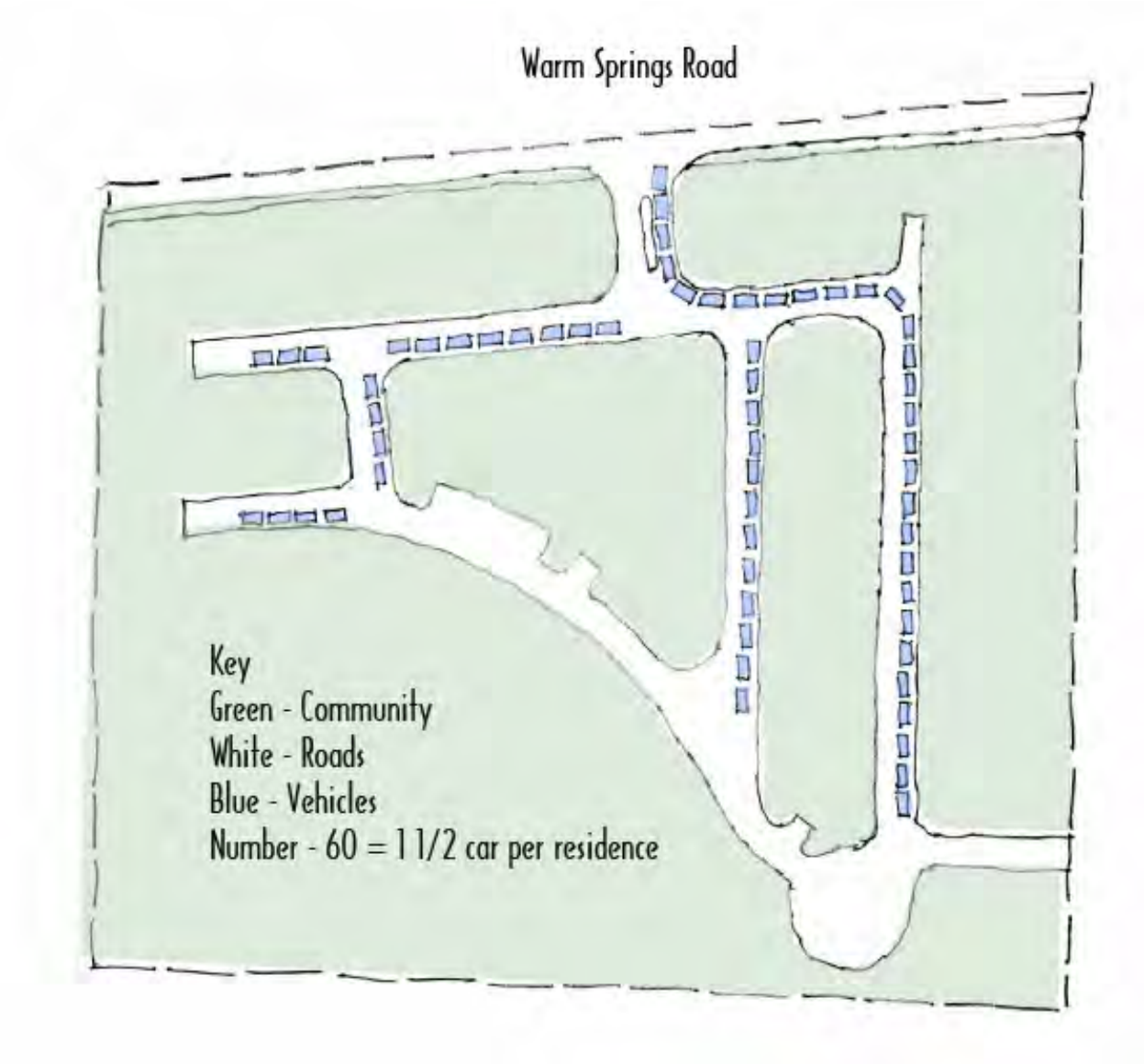
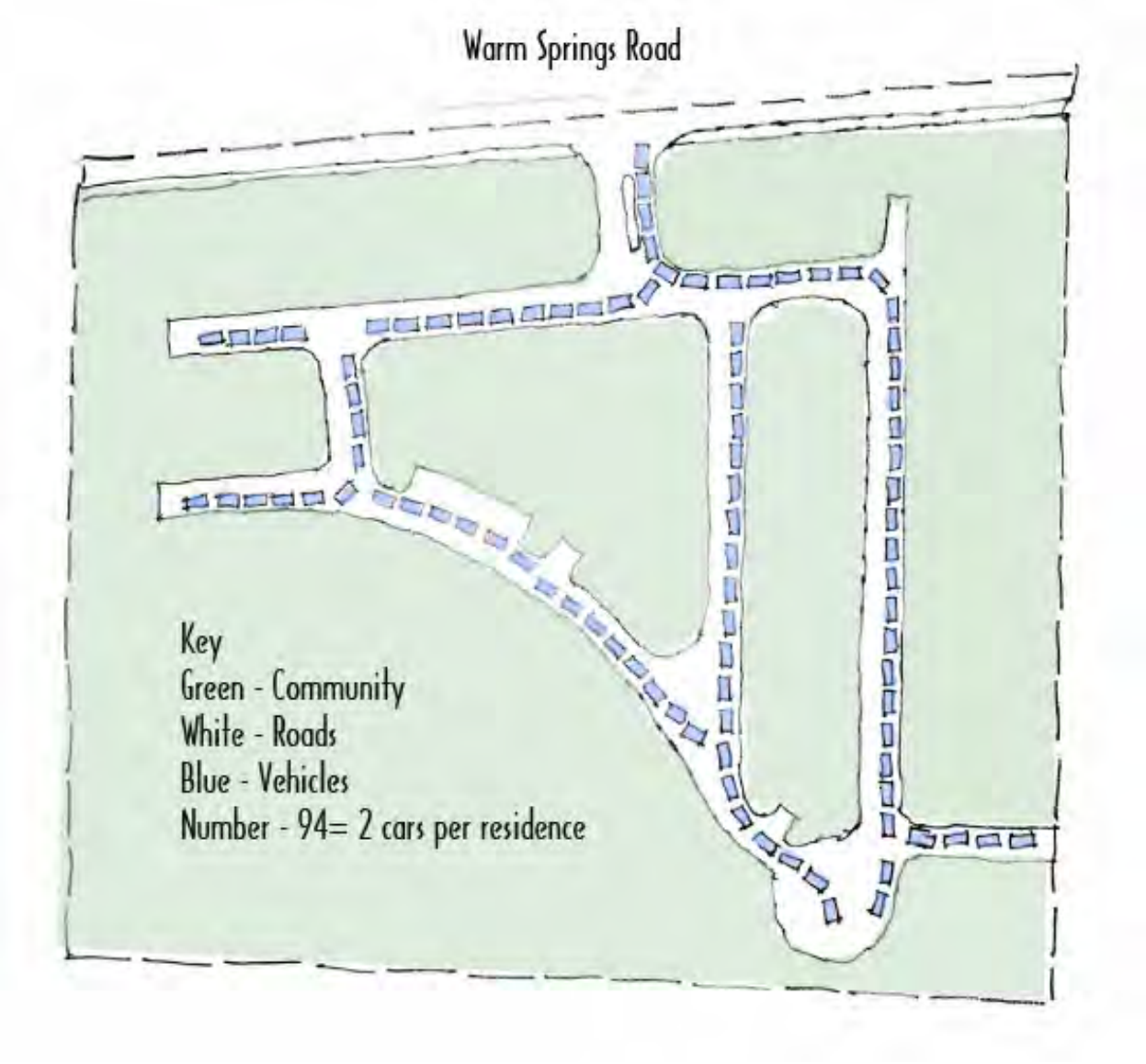


Image 3 = 94 cars - 2 per household



Observations of Rush hour vehicle gridlock:

How long for each car to exit the community and commute to work or school each morning?

Givens:

Each vehicle must plan to leave at a specific time to be on time to the destination. Time sensitive egress.

Each vehicle must come to a complete stop to look both ways before proceeding. No "California Rolling Stops."

All vehicles must wait in line regardless if they intend to turn left (west) or right (east).

Both left and right turns will get the driver downtown, but the right turn (faster) will be potentially longer.

Each vehicle has the option of a left (crossing two lanes and a longer wait) or right (one lane and shorter wait) turn.

All vehicles must accelerate from a 10% upward slope causing the drivers to inherently look for longer breaks in the Warm Springs traffic.

Variables:

Rush hour traffic from upstream communities.

Alignment of two lane breaks to give the resident a window to pull into traffic.

Weather (slick roads)

Type of vehicle (sports car v.s. pickup with trailer)

Type of driver (aggressive v.s. cautious)

The 'back of envelope' time calculations:

Each vehicle will stop and look both ways before proceeding **- 4sec**
if the traffic permits, vehicle proceeds - **4 sec** to clear exit for next vehicle

Vehicles turning left average wait for turn - **15 sec**

Vehicles turning right average wait for turn - **8 sec**

Calculate based on 50% left turns and 50% right turns

Results in times:

first car - between **16 sec. and 23 sec.**

47th car (bases on pair of left 23 sec and right 16 sec turners) 39 sec. for pair. Rounding to 40 sec per pair to exit.

47th car waits **15 minutes to exit**

60th car waits **20 minutes to exit**

94th car waits **31 minutes to exit**

To establish an overall wait-time figure - it would be best to use the 60 car scenario as that is probably the median number of people leaving during rush hour.

By adding all the positive variables (light traffic, early exit vehicles) and negative (last minute drivers, heavy traffic, slick road conditions) the gridlock times for the last of the 60 drivers - their wait could be between 15 and 25 minutes every morning) and depending on where the **driver is in the queue their wait will be an average of 7 to 12 minutes. (mid queue).**

To put it in perspective, go into your garage and sit in your car for 10 minutes before you can start your engine and leave. No one would want that every morning!

Note:

These are rough calculations and every morning will be different for the residents, however - the way the development is currently configured a significant queue time is unavoidable - and within all of Ada county would probably be considered completely unacceptable to new home buyers. To design a better community keeping this egress bottleneck queue in mind would be responsible and ethical for any developer.

———————————————————

Vehicle item #2 - Night parking for residents cars and trucks

Both the street widths, the number of driveways, and the length of driveways severely constrict where vehicles of residents can be parked if they don't fit within their 2 car garages.

The majority of Dallas Harris homes seem to have 3 car garages, yet we still have a fair number of cars parked on the street overnight - meaning that they are resident's cars. This is with 3 car garages.

BHV plan only has 2 car garages, meaning that there will be far more cars parked on driveways or the street. The problems for this scenario are at least two fold.

One - the driveways range from 3’ to 6’ in the plan - which limits the number of overflow vehicles parked in owners driveways.

Two - and this is far worse from a community design standpoint, the streets are too narrow to accommodate two cars passing one another and one set of parked cars - or a total of three lanes in width. They are only wide enough for the two lanes - meaning that there should be no on street parking anywhere in the community.

To make it even more impossible to park on the street, the number of driveways (themselves requiring two car widths) emptying into the streets, means that the overflow vehicles can’t block the drives, in addition to not blocking a traffic lane.

A demographic study would probably show that the majority of buyers for the BHV product would have at a minimum of 2 cars, and from my experience in DH - many have 3 or more.

A community that does not take this into account in their plan is not well thought out, and appears to be more interested in cramming more residences into a property footprint which will probably not reasonably allow.

It is important for the prospective BHV residents, as well as the surrounding neighborhoods, and to Boise, to have communities designed to fulfill the concept of a “most livable city.”

Vehicle item 3# - Bike lanes

Boise is using taxpayers funding as well as matching federal funding to create a bike friendly city and county. This is actually a state wide initiative. Working with planners across the county, the concept is to allow safe bike paths and lanes so residents can commute to work or school in a safe and easy fashion. There is much work being done within Barber Vally to make this a reality.

Many committees are drawing up plans to allow connectivity within communities and without. Crosswalks, lanes, directions and even directional signage along paths to make it easier for visitors to know where a certain path will lead them.

It is tone deaf fro a developer of a new community to completely ignore the bike safe initiatives in Boise and Idaho and allow for absolutely no bike lanes or paths within their planned community.

Bikes commute, too - and without bike lanes they will be queuing up in line with the vehicles - not moving along side of them. This is especially dangerous for children riding to school and also having to stop and start on a 10% up grade.

The BHV community needs to widen the streets to allow bike lanes going both ways throughout the entire community to be a part of the plan and spirit of a bike-safe and friendly Boise.

Cody Riddle

From: Jeff Russell <jeff.zo.russell@gmail.com>
Sent: Wednesday, December 13, 2017 9:16 AM
To: Cody Riddle
Cc: 'Tara Russell'
Subject: [External] Barber Hills Vista Project (Duesman land)

Cody –

Thanks for your help in keeping Boise beautiful – and livable!

The southern boundary of the proposed Barber Hills Vista project site (former Duesman land) is at about the postal pavilion on WSA with far too high of density – by including 6 tiny houses on ¼ to 1/3 of an acre, right across from 1/3 acre homes. This is a density of nearly 18 units per acre.

At that point the density of the adjacent Dallas Harris Estates section is a little less than 4.0 du/acre. That is the maximum density the Code, the Comp Plan, SP01& 02 suggest for the parcel as it slopes toward PCB. Density of 2.0 du/acre along WSA, with density increasing away from the foothills and toward PCB would be compatible.

Anything different (such as depicted in the latest application for re-zone and PUD) is incompatible.

In addition, the plan has a road that dead ends into public open space in DHE next to the postal annex - which is ungainly, unsightly, and unnecessary.

For the above reasons, as Barber Valley homeowners invested in SP01 & SP02, we request you deny the current proposal for BHV.

Sincerely,
Jeff & Tara Russell
3621 E Warm Springs Ave, Boise

@jeffarussell
www.jitasagroup.com

Cody Riddle

From: Jan Satterwhite <jansatterwhite@gmail.com>
Sent: Saturday, December 30, 2017 12:32 PM
To: Cody Riddle
Cc: Leslie Wright; Carolyn Corbett; Celeste Miller; John Mooney; Richard Noble; Rebecca Jauquet; Lynn and Elaine Russell; Gary Allen
Subject: [External] SUB17-00052; PUD17-00029; CAR17-00026

DATE: December 30, 2017

TO: Mr. Cody Riddle
Boise City Planning and Zoning

RE: CAR17-00026; PUD17-00029; SUB17-00052

As residents of East Boise for the last 27 years, we have watched with both excitement and concern the acceleration of development across Boise. We are proud of the recognition that the city has received for its assets and livability but are also very concerned that the achievements are coming at an increasing cost to the quality of living. It is imperative the decisions made regarding any development in Boise seek to preserve this quality of life while allowing reasonable, planned, affordable growth. The use of the Comprehensive Plan-Blueprint Boise, and special plans, SP01 & SP02 are essential to guide this growth if we are to achieve the special community that the long-time residents and city leaders envisioned through these activities.

The proposed development for the property at 3555 Warm Springs Avenue does not reflect the guidance or vision of the seminal planning documents. While we applaud the developer's decision to preserve and enhance the wetlands encompassed in this area as very consistent with the SP01/02 goals to preserve wildlife habitat and open green space, it **cannot be** at the expense of the neighboring properties simply because due diligence was not taken in acquisition of the parcel. The proposal for 47 single family homes on the remaining acreage results in multiple poor design decisions which disregard SP01/SP02 guidance for development in the Barber Valley, create an unwelcoming appearance for the neighborhood and most significantly, endanger the surrounding properties as well as the future residents of the neighborhood.

The above mentioned project ignores SP01 guidance for consistency in lot size by placing small patio homes along E. Warm Springs on the north side of the development. In addition, the concentration of even smaller lots on the south east corner of the property is incompatible with the existing homes along E. Warm Springs and lacks the 30' required easement to create the defensible space between the homes and the undeveloped land. These lots/homes do not mirror those found in the surrounding developments (Dallas Harris Estates, Privada & Antelope Springs) and will be grossly discrepant with the large homes continuing down Barber Drive. Other developers have set the standard by planning large lot sizes along E. Warm Springs Ave and Barber Drive that are consistent with both the original land use map and SP01. This developer must be held to the same standard!

The proposed density of the project is significantly higher than surrounding properties and while the plan directs increasing density moving toward Park Center Blvd. where public transportation and roadways are designed to handle such density, the single exit/entrance onto Warm Springs and lack of safe, convenient connectivity for pedestrian/bicycle commuting out of this "land-locked" property requires better planning. The 10% slope and short length of the egress road, as well as the congestion of garages and alley-ways will create **significant safety issues** for residents and in particular, **children who will be walking** to school. As called out in the Dec 22nd letter from Boise Fire Department, the **inability of fire trucks** and other emergency vehicles **to navigate** the entrance road, the cul-de-sac and the internal alleyways places the residents and surrounding neighborhoods at significant risk. A better internal design needs to accompany the re-design of the border properties to ensure the convenience and safety of the potential residents while still offering adequate, affordable housing opportunities.

We are not against density. Indeed, we chose to live in a community that included density planned for areas appropriately designed to handle the traffic and to provide resources for the inhabitants. We encouraged the development team to consider some of the designs included in the **"Missing Middle"** website for the interior of their project. Such design would provide for more affordable housing while creating more green space and greater livability for the residents, however our suggestions were ignored. 1&2 story designs, such as illustrated on that site would meet the SP01/02 standards of large family home appearance compatible with surrounding properties. Given an appropriate design, we would advocate for the connectivity necessary to ensure children can safely walk to school. Redesign for safer and easier access to the Green Belt and bike lanes would also encourage the increased use of alternative modes of transportation, there-by decreasing the vehicle traffic burden along Warm Springs Avenue.

Lastly, this is a premier property, visual to all entering Barber Valley. The Harris family's generosity combined with the residents and cooperative developer's hard work honors the ranching heritage and future vision of the valley. We are requesting that you **do not approve the developer's request for rezoning (and his multiple requests for waivers to code)** until the developer presents a new plan that is consistent with SP01, compatible with the surrounding properties, considers the safety and well-being of the future residents and does justice to this beautiful property which is at the crux of our urban/wildlife interface.

Sincerely

Janet Satterwhite
3609 E Warm Springs Ave
Boise, ID 83716

Larry Satterwhite
3609 E Warm Springs Ave
Boise, ID 83716

Cody Riddle

From: Mary <mary_c_slater@hotmail.com>
Sent: Friday, December 29, 2017 10:42 AM
To: Cody Riddle
Subject: [External] Proposed Barber Hills Subdivision at 3555 E. Warm Springs Avenue (CAR17-00026, SUB17-00052, PUD17-00029)

Dear Mr. Riddle, and members of the Boise Planning and Zoning Department,

I am writing to **request that you deny** the application for the proposed subject subdivision.
As a resident of East Boise, I have attended many informational meetings as well as the previous Planning and Zoning and City Council meetings concerning the rezoning of this property. This **developer continues to disregard the Comprehensive Plan**, SP01 & SP02, by proposing density significantly higher than the surrounding parcels. We have repeatedly given them feedback that, to be compatible and supported by the community, the project should be no more than 3.5-4 dwelling units per acre.
I understand the attraction and livability of this area and know that growth will continue in Harris Ranch and The Barber Valley. My hope and expectations are that the City of Boise will uphold the Comprehensive Plan for this area which was thoughtfully developed over time with input from many, and is heavily supported by the residents who have made their home in East Boise.
Please show your commitment to the city's goal of *making Boise the most livable city in the country*, and deny this application. We can not afford to set a precedent for this or other future irresponsible developments!
Thank you,
Mary Slater
3373 E. Parsnip Peak Drive
Boise, ID 83716
208-922-6109

Cody Riddle

From: Laura Spencer <spencl48id@gmail.com>
Sent: Thursday, December 28, 2017 2:11 PM
To: Cody Riddle
Subject: [External] Barber Hill Vistas

Cody:

We are residents of Dallas Harris Estates and oppose the Barber Hill Vistas development at 3555 E Warm Springs.

Although changes have been made, the plan still doesn't comply with SP01 and SP02 guidelines. Taking out the acreage for the wetlands and wildlife passage, that leaves approximately 6 acres for homesites. Using 56 homesites as noted on the developers Permit request, that makes the density just over 9 dwellings per acre. If you continue Hardesty and Timbersaw Avenues west across Warm Springs, you can see that the density is not compatible with the surrounding neighborhood. Barber Hill Vistas has not been designed to comply with SP01 and SP02; provisions have been made for greater density along the Parkcenter corridor, not in this location.

The developer has stated that the homes would be affordable. The latest average Boise home price is in the $201,000 range. The median price for zip code 83716 is $301,000, and for 83712 it's $326,000. As I understood from meetings I attended, these homes would be in the $350,000+ range, which does not make them affordable.

It is imperative that Boise stays true to the guidelines set in SP01 and SP02. If deviations are allowed, then why was the very extensive effort made for the development of the East Valley? Please deny the rezone and requirement waivers as currently requested for Barber Hill Vistas.

Sincerely,
Grant and Laura Spencer
2819 S Wise Way
Boise, ID 83716

Cody Riddle

From: Peter Wachtell <wachtell@gmail.com>
Sent: Friday, December 15, 2017 9:45 AM
To: Cody Riddle
Subject: [External] CAR17-00026, PUD17-00029 & SUB17-00052, 3555 E Warm Springs Ave

Subject: CAR17-00026, PUD17-00029 & SUB17-00052, 3555 E Warm Springs Ave

To P&Z staff:

I am writing to express my concerns with regard to the above referenced development that si seeking a change in zoning as well as an approval of its design.

As I have stated in previous commentary on prior proposals brought before the City by the this developer for this site:

1. I believe that the guideline for consideration of the zoning change, acceptable density and design should be that the development maintain a consistency with the SP01 and the long term plan. This is particularly important given the immediate adjacency of this development parcel to the long term plan boundary. In this case, I believe that no density should be permitted that exceeds the density provided for on any of the parcels adjacent to the subject parcel. This is specifically to promote consistency with the area and to avoid any possibility of spot zoning which could be challenged by the community and which has been defined by the Idaho Supreme Court.

2. I believe that acting in a manner that is consistent with SP01 and the long term plan in this area should always be applied to parcels in the plan as well as to the parcels that are adjacent to the plan. There may be exceptions to this rule in the rare event that the proposed change in density and proposed development significantly benefits the neighborhood and the neighbors agree with assessment in a documented majority.

3. I support the City Council in their instruction to staff and to this developer that they believe that the THE GUIDE FOR ACCEPTABLE DEVELOPMENT ON ALL ADJACENT AND NEARBY PARCELS IS TO REMAIN CONSISTENT WITH AND TO CONTINUE TO REQUIRE THE OVERLAY OF THE LONG-TERM PLANS (SP01/SP02)

4. The SP01 long term plan was crafted over many years with significant input from all stakeholders and it provides excellent and specific requirements for acceptable density and designs for projects in the area.

5. I would like to express a concern that if the P&Z staff allows a significant deviation for the densities and/or design requirements of the SP01 long term plan for this parcel, that all other parcels that are adjacent to SP01 will immediately be submitted for an increase in zoning and density as well. If an exception is allowed for this parcel, then it will be impossible to deny such an exception for others who also wish to maximize the potential economics associated with developing their parcels. The only way to deal with this in a fair manner is to remain consistent and to continue to follow the zoning, density and design requirements as detailed in the area's long term plan.

Thank you,

--
Peter Wachtell
2733 Warm Springs Avenue
Boise, ID 83712
208-409-8128 mobile
wachtell@gmail.com

Cody Riddle

From: Leslie Wright <leslieawright@gmail.com>
Sent: Sunday, December 31, 2017 6:36 PM
To: Cody Riddle
Subject: [External] Barber Hill Vistas (CAR17-00026, PUD17-00029, SUB17-00052 – 3555 E. Warm Springs Avenue)

December 31, 2017

Via e-Mail

City of Boise Planning and Zoning

150 N. Capitol Boulevard

Boise, Idaho 82072

Attention: Cody Riddle, Assigned Planner (criddle@cityofboise.org)

RE: CAR17-00026, PUD17-00029, SUB17-00052 – 3555 E. Warm Springs Avenue (subject property)

This email is in response to the latest Barber Hill Vistas application(s) submitted to the City of Boise Planning and Zoning by BHV, LLC, on November 28th, 2017. We recall previous submitted applications earlier this year (PUD17-00007, CAR17-00004) by the developer were unanimously denied by the Citizens of East Boise, and both the Planning and Zoning Commission and City Council.

As a little background, we have lived, and been invested long-term, in the Barber Valley area for over 12 years (since 2005, prior to the manifestation of SP01/SP02). We participated in the greater charrette process which led to the City adoption of SP01/SP01. As long-term residents, and invested neighbors of the Barber Valley, we made an informed decision to purchase and develop property in the Barber Valley area (known today as **Privada Estates**, located immediately north of the subject property, across the street on Warm Springs) - because of the assurance of all SP01 planned-parcels and adjacent (non-SP01) parcels adherence to SP01 by our City leadership. It is this reassurance that has allowed us to develop our property in the Barber Valley, and help create one of the most desirable areas to live in East Boise!

With the latest proposed application(s), once again (as stated before from the previous applications) we are encouraging Planning and Zoning Staff and Commission, and the City Council, to **stay consistent and stay true**, to **require the use of SP01/SP02 as *the* policy for acceptable development** on all adjacent and nearby land parcels outside of SP01/SP02, which includes the subject property.

At the same time, we want to give noted credit to the developer for *great improvement* on the overall proposed site plan (from what it was before), express our appreciation and readily acknowledge what is very positive about the current proposal: (1) preserving and improving the wetlands for perpetuity, and (2) providing access to property wetlands area via a walking path, as a welcomed public amenity.

However, the **proposed site plan design still needs further work** to bring into full compliance with SP01. We also greatly appreciate the developer (and the Barber Valley Neighborhood Association (BVNA Leadership) for organizing and, for everyone voluntarily participating in the suggested charrette process. Though done under duress, it has resulted in great improvements!

Our message to the developer has not changed: Comply with SP01.

As well-articulated in the recent past, unanimously by ourselves, our surrounding neighbors, the East Boise Concerned Citizens (EBCC) group, the BVNA Board, nearby NAs (neighborhood associations), and by the City Council (leading up to, at, and after the August 29th, 2017 City Council hearing on the previous 125-unit application from the same developer) the message to the developer is clear:

follow SP01 as the policy basis for proper site planning, **site design**, **density (transition and internal density) and the Harris Ranch Review Board architectural guidelines** to insure complete compatibility with the immediate adjacent area (on all 3 sides) and compliance with SP01. It is clear **SP01 is very specific** on addressing compatibility regarding: site design, density criteria and architectural guidelines for the subject property.

The current proposed plan, as proposed, **lacks conformance with SP01 and R-2 residential** zoning dimensional standards. Thru examining the latest submitted PUD and Rezone applications, it is apparent the developer is **asking the City for a major concession** vis-à-vis conforming with R-2 standards *(or developer-claimed net effective R-1C density*) as documented in the City of Boise Standards for Zoning Districts. It is still not enough!

Requested Lot Sizes Constrains Practical Patio Home Designs – as requested through the PUD application:

(Note: from our extensive research on approved subdivision/PUD application, there are no other approved patio home lots in Dallas Harris Estates, or the nearby Barber Valley/East Boise area, that are close or similar to the proposed small patio home lot sizes).

- **up to 53% reduction from minimum required R-2/R-1C lot size** (min. R-2/R-1C required lot size is 5,000 sf, smallest proposed lot size is 2,343 sf) – not practical compared to other approved patio home(s) lot sizes in Dallas Harris Estates, Warm Springs Village, and Bown Crossing (for example)

- **very small lot dimensions (minimum of 33' wide x 71' long)** – small lot sizes will result in unattractive two-story box-like patio home(s) with tucked-in garages, and the roof eves of each patio home will be extremely close to each other (side by side)

- **requesting minimal setbacks (minimum of 3' front yard, 3' side yard, 3' rear yard)** – standard R-2/R-1C setbacks are 20' front, 5' side, 15' rear). The patio homes (as planned) will be very close together, creating limited open space, very small impractical driveways and parking issues throughout.

- **lot setback notes**: along periphery (from Chapter 11, Boise City Codes PUD Standards): the setbacks, should match the setbacks of existing development (for example: side setbacks should be provided adjacent to side setbacks, rear setbacks adjacent to rear setbacks, and front setbacks opposite front yards). *Therefore, minimum setbacks need to accommodate existing surrounding residential development setbacks (Antelope Springs, Dallas Harris Estates and Privada)*

- **very small driveway apron lengths** for parking on patio home driveways (minimum proposed: 3' in length) – impractical, a car cannot park in its own driveway, also factor in limited vision for other passing vehicles or pedestrians when backing out of garage and driveway.

Note: a highly desirable site plan is equally as important as density compatibility with adjacent neighboring communities

It is important to note that density (and density transition) compliance with SP01 is extremely important to uphold, but, at the same time, a **highly-desirable site plan design is equally important** to the surrounding neighbors and the greater Barber Valley community. This message has been reiterated numerously to the developer by so many neighbors and East Boise Citizens, and ultimately by the City Council (regarding the previous submitted application).

At this point, it is all about achieving the *best* design for a highly visible premier Barber Valley location

Not one neighbor is against developing the subject property. The **current design (as proposed) still lacks the *real hallmark of an outstanding site design***.

There is such an opportunity in front of the developer to bring forth an outstanding site design, which has been missed! The proposed plan is nothing other than **ordinary and un-creative**, which in turn will limit its marketability to future residents. This should be of great concern to the developer.

Due to its premier location, the Barber Valley community and surrounding neighbors truly desire for a beautiful and special project planned for this unique site due to its high-profile location in the Barber Valley. This still needs to be addressed, and should not be ignored by the City.

The Comprehensive Plan **Goal BV-NC 1** states 'units should be designed specifically to maintain the unique development character of the Barber Valley' still needs to be complied with.

Though not required with the current PUD application (of detached housing), given the high visibility and publicity of the site location (and as required for the prior PUD application), neither housing prototypes or nor architectural renderings were submitted with the latest PUD application, therefore there is currently no way for the neighbors (nor the Harris Ranch Architectural Review Board) to gauge or make constructive recommendations for the overall architectural integrity of the patio home designs planned for the project. Other respected area developers (for remaining planned SP01 parcels to be developed) are readily supplying proposed architectural renderings (at neighborhood meetings) to assure neighbors of what they are planning to build and soliciting any recommendations for improvement. This level of other developer effort is greatly noted, and goes along way with public outreach in the Barber Valley Community.

Given the quality of previous patio home architectural designs (submitted in the previous PUD application), the lack of proposed patio home design information in the latest proposal is very concerning to us and the surrounding neighbors. The neighbors lack confidence in the standard or architectural quality of patio home housing types (based on previous submitted material for patio homes from the previous applications), and **request the City's assurance that the future architectural designs will comply with the Harris Ranch Review Board Design Standards**. This still needs to be addressed, and should not be ignored by the City.

Primary Consideration: there is an enormous opportunity to get the site plan right this time!

The proposed plan does not take advantage of the natural topography, plan for better open space, and take advantage of the view shed as an amenity. The irony is if **the motivation for developing the subject property was to utilize good land-use planning and project design principals (as done by other Barber Valley area developers)**, applied in practice to the subject property, and the project was properly designed to take advantage of its natural features, most if not all, of the foreseen issues and concerns would be mitigated, and the right plan would be readily forthcoming. Therefore, the density (as a secondary consideration) would be obvious (and would naturally be reduced) and would easily fall into place.

Considering the highly visible site location in the Barber Valley gateway, there is an enormous opportunity to get the site plan design right this time, foremost by taking advantage of property's unique features, such as (1) the incredible view shed and (2) the natural terraced topography. Goals **BV-CCN 1 and BV-CCN 2**, address **preserving the scenic view shed**, **natural features and terraced topography** which <u>are not</u> being thoughtfully considered and factored into the latest site plan design.

Proposed Plan Outstanding Issues and Concerns

Upon examining the latest submitted materials (site plan, landscape plans, preliminary grading plan) and the City of Boise Fire Department comments (letter dated December 22nd, 2017), the foreseen issues are apparent. Many of these issues/concerns have been readily vocalized the developer during the recent charrettes:

(Note: the issues/concerns listed below have been ignored by the developer, and need to be properly addressed before any plans should be approved the neighbors, EBCC, BVNA and the City)

We request the developer take the time to properly address each concern, and submit another preliminary grading plan, preliminary plan and site plan, before any approvals are granted.

▪ Rather than accommodating the natural grade and terraced topography of the site, as well as the open view shed, the current **site design was strictly created to yield a certain density**.

▪ **Addressing density transition on all 3 sides of subject property** to adjacent existing neighborhoods (Antelope Springs, Dallas Harris Estates, Privada Estates).

▪ Rather than taking advantage of the natural grade into the proposed design, the grading plan unnecessarily calls for **extensive engineered lot terracing** *(which the City does not look favorably upon)* **to achieve flat, very small patio home lots on narrow private roads**, by introducing a massive run of retaining walls along (1) Warm Springs Avenue **2 feet away from the public sidewalk**, (2) introducing stepped retaining walls throughout the site to transition grade between patio home lots, and (3) extensive engineered retaining walls to transition the rear side of patio home lots facing the lower-terrace wetlands area.

▪ **Finished grade of the interior roads are steep** (up to 10%) and **impractical for the density** to force the patio home lots to work with the existing grade. There are many internal issues surround the vehicle density of 47 units (not covered in this correspondence, but addressed elsewhere).

▪ **Compact design of proposed streets and alleys** designed to achieve density, leave **very limited practical room for curb-side parking** in front of patio home lots. There will be very limited curb-sided parking for the proposed 47-unit design.

▪ Lack of proper patio home driveway parking **(minimum of 3' driveway aprons)** and City-mandated one-sided street parking (in practice) on narrow private streets. Limited driveway back-out length onto private streets, creates limited view of passing vehicles, pedestrians or trash cans, etc.

▪ **Lack of practical internal-community parking** with pose serious over-flow parking concerns with the adjacent neighboring communities.

▪ **Steep entrance road** (negative 10% slope) not a good design approach for vehicles or pedestrians.

▪ **Reducing entry road slope (to maximum of 2%) creates other issues:**

- o more side retaining walls for patio homes located adjacent to entrance, and/or,
- o introduces additional steep road grade transition (at the entrance 'T' area) and possibly impacting other areas throughout the site

▪ **Uphill queuing of vehicles** waiting to exit the community creates a serious issue during inclement road conditions, for both vehicle acceleration and potential sliding.

▪ **Limited uphill vehicle line-of-sight** - queued vehicles watching for traffic on Warm Springs and pedestrians walking across the entrance area. (note: as referenced from driver view angle inside the vehicle) waiting to exit the community either direction onto Warm Springs Avenue

▪ **Concern for over-flow parking** onto neighboring streets in Dallas Harris Estates and Privada.

▪ **Required increase of street exterior and interior turning radiuses, and cul-de-sac turn around road radius** to safely navigate Fire Department vehicles (as called out in the City of Boise Fire Department letter, dated December 22nd, 2017) will ultimately force a different lot configuration and density.

▪ **Proposed roadways are narrow for private roads and alleys**, and are questionable whether a Fire Truck, Emergency Vehicle or a School Bus can navigate safely throughout the site through streets and alleys.

Better PUD Benefits for the Community and the Public

A balanced PUD application is supposed to be utilized to *equally benefit* both the developer and the public. The proposed site plan and density layout is highly favored for the sole benefit of the developer. Granted, although preserving the wetlands is a very positive benefit, it was never considered realistic (or practical) to develop in the first place.

There must be attention given by the developer to provide better public and community amenities (to offset the developer PUD benefits) rather what is being proposed: raised garden boxes, one (1) trellised gathering area and one (1) walk path along the western area to access the wetlands below (location just outside the primary wildlife corridor) - does not practically constitute great community or public amenities.

An example of **suggested best-practice amenities offered** to the public and community:

- Take advantage of and **preserve view shed opportunities** throughout the site plan

- **Provide direct public access to the wetlands** (along dedicated sidewalks and internal walking paths) starting at the community entrance, tying into a pedestrian boulevard extending through the community, and progressing down to the wetlands

- Provide **more dedicated open space** and **walkable public pathways** throughout the community.

- Provide an internal **meandering bike path** that is also publicly accessible.

- **Provide connectivity** between adjacent neighborhoods and connections to access to the Greenbelt

All the above would be considered excellent examples of meaningful public and community amenities.

Finally, as required with other adjacent communities (including Dallas Harris Estates and Privada), Idaho Fish and Game calls not just a **'primary' wildlife corridor**, but **multiple 'secondary' wildlife corridors planned throughout the site**, which is imagined as more **planned open space for wildlife** to freely meander through the property in between patio home lots, and, importantly the **wildlife must be able to safely and effortlessly exit** to the south of the subject property to the open space below, to access the Boise River. Currently there are no considerations for 'secondary' wildlife corridors in the proposed plan. This needs to be addressed by the developer.

Conclusion

We are requesting that you **do not approve the developer PUD, Rezone and Subdivision applications (and multiple waivers to R-2 (or R-1C) lot standards)** until the developer presents plans (including a **revised grading plan, preliminary plat and site plan**), now that many concerning issues are on the table, are known and also assured (as stated in the Planning Director letter, dated September 14th, 2017) that are consistent with SP01, are **compatible with the surrounding properties**, considers the **safety and well-being of existing and future residents** impacted by the development, **protects the stability** of (and enhances) the existing surrounding neighborhood.

Until then, the **only option, at this point, is to reject the current proposal**.

In closing, any development proposed on the subject property should do tremendous justice to the character and identity of this important and premier property in the Barber Valley. It should be something the neighbors, the entire Barber Valley community, Planning and Zoning Staff and Commission, and the City Council are all proud of – because we all upheld the standards of SP01.

We look forward to speaking with you on January 16th, 2018. Thank you again for your consideration.

Sincerely,

Jeff Wright

2654 Mesa Verde Ct.

Boise, ID 83712

Leslie Wright

2654 Mesa Verde Ct.

Boise, ID 83712

--
Leslie A. Wright

Vice President, Managing Partner
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208.866-8388

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Cody Riddle

From: Darcy Aslett <darc_aslett@me.com>
Sent: Wednesday, January 3, 2018 9:44 PM
To: Cody Riddle
Subject: [External] Deny rezone

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes*** *within the requested zoning* ***by 35 to 50%*** *from Code. In addition, the applicant is requesting a waiver to allow* ***location of homes 40% closer to streets*** *to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!*

Sent from my iPhone

Cody Riddle

From: Craig Barber <craig.barber@yahoo.com>
Sent: Friday, January 5, 2018 4:08 PM
To: Cody Riddle
Subject: [External] P and Z review

I am concerned that this development will not conform to the established guidelines. Thank you.
Craig Barber
3231 E Front Runner Ln
Boise ID 83716
298 590 4444
As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow location of homes 40% closer to streets to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the
proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for
30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents.
This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!
Sent from my iPad

Cody Riddle

From: Paul Baxley <paul_baxley@yahoo.com>
Sent: Wednesday, January 3, 2018 9:01 PM
To: Cody Riddle
Subject: [External] Barber Hill Vistas (CAR17-00026, PUD17-00029, SUB17-00052 – 3555 E. Warm Springs Avenue)

Mr. Riddle,

I am the owner of Lot 1, Block 1, Privada Estates, further known as 3511 E. Via Estancia, Boise, ID 83716. I am writing to express my thoughts on the Barber Hill Vistas application(s) submitted by BHV, LLC.

In July 2017, I relocated my family from the Seattle, Washington area to Boise, Idaho. The overwhelming motivation for taking a new job in Boise was to escape the millions of people living in and surrounding Seattle. We rented a townhome on East Warm Springs to try out southeast Boise; within months, we decided the area was the perfect fit for our family and purchased a half acre lot in Privada Estates. We are currently working with an architect and builder and hope to begin building our new home this spring.

Privada Estates offers large spacious lots. The property immediately west of Privada, which our lot borders, is a wildlife corridor, followed by a Landscape Nursery and the nursery owner's home. The property immediately east of Privada was recently purchased by a developer who is submitting a plan to offer lot sizes comparable to the size of Privada Estates lots. The spacious development and surrounding developments is the primary reason we purchased our lot.

I attended multiple meetings during the charrette process and fully understand the developers intent. They simply want to squeeze as many structures as possible in their development and create more sales. My primary view corridor is to the south and I did not plan on viewing the top of what is equivalent to an apartment complex.

The motivation for my family's move to Boise was to escape the high density associated with Seattle. If the developer's proposed plan is approved, I will eventually be back to what I faced in Seattle, Washington.

Please hold BHV, LLC to SP01 and require them to match existing density.

V/r,

Paul L. Baxley
208-813-0529
paul_baxley@yahoo.com

Cody Riddle

From: Serrita Beaulieu <Serrita@industrialhygieneresources.com>
Sent: Wednesday, January 3, 2018 12:55 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

Dear Mr. Riddle:

As a concerned citizen and east Boise resident, I am asking Planning & Zoning and the City Council of Boise to deny the
above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes*** within the requested zoning ***by 35 to 50%*** from Code. In addition, the applicant is requesting a waiver to allow ***location of homes 40% closer to streets*** to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design presents issues related to public safety, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and lack of safe pathways for children walking to school compromise the welfare of all residents.
This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, public safety and welfare!

Serrita Beaulieu
2985 S Millbrook Way
Boise, ID 83716

Serrita Beaulieu
Administrative and Finance Manager

Industrial Hygiene Resources
8312 West Northview Street, #100
Boise, Idaho 83704 USA
P: 208.323.8287
C: 208.830.0302
www.industrialhygieneresources.com
Protecting Your Workers

Cody Riddle

From: Paula Benson <paulainboise@gmail.com>
Sent: Wednesday, January 3, 2018 2:56 PM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

Dear Cody,

Would you please add this to the testimony on this application? Can you confirm you received it? Thank you.

———————————————————————————————————

As a concerned
East End resident and Boise citizen
, I am asking Planning & Zoning and the City Council of Boise to deny the

above applications
because they are
inconsistent with the Comprehensive Plan, SP01 & SP02. The request for

re-zone including PUD from A-1 to R-2-DA includes requests for waivers to **reduce lot sizes**

within the requested zoning **by 35 to 50%** from Code.

In addition, the applicant is requesting a

waiver to allow **location of homes 40% closer to streets** to accommodate a very compressed

design. This design and density is inconsistent with the large lots designated for this area in the

land use map of the Comprehensive Plan and SP01. It does not transition density nor is it

compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris

Estates and the previously approved Privada development and pending Pheasant Hills

proposal.

In addition, the design presents issues related to PUBLIC SAFETY,

convenience,

and general welfare. The following were all noted by the Boise Fire Department in reviewing the

proposal:
~

Road design and grade does not meet standards for Fire Truck access and turning

radius; The narrow roads disallow or restrict on street parking

.

~

The design does not provide for

30 foot defensible perimeter bordering undeveloped land.

~

Lastly, the road grade, single egress

road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE

PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents.
This design proposal does not meet the code requirements for re-zone and all applications
and
should be DENIED until the developer comes up with a design that follows the Comprehensive

Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all,

PRESERVES PUBLIC SAFETY AND WELFARE!

I support development of this parcel, however, any plan that does not follow basic code and zoning rules and asks for waivers to increase density, need to be questioned. The rules are in place for public safety and long-term quality of life. If the developer can't follow them, he needs to find another parcel or re-design for the requirements of this one. The answer is NOT to "dumb-down" what the city worked hard on and put in place to serve the public interest.

Regards
Paula Benson
1564 E Lenz Lane
Boise, ID 83712

Cody Riddle

From: Sarah Berg <sarahbergidaho@gmail.com>
Sent: Wednesday, January 3, 2018 2:55 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

Hi Cody,

I am a resident of Harris Ranch, Dallas Harris Estates, and I am asking Planning & Zoning and the City Council of Boise to deny the
above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. My fundamental concerns with the request for re-zone include:

- request for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code
- request for waiver to allow location of homes 40% closer to streets to accommodate a very compressed design, which is inconsistent with the large lots designated for this area
- request does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal

In addition the design does present issues related to public safety, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal:

- road design and grade does not meet standards for Fire Truck access and turning radius
- narrow roads disallow or restrict on street parking
- design does not provide for 30 foot defensible perimeter bordering undeveloped land
- road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and lack of safe walkways for children to walk to school compromises the welfare of all residents

This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01 and is consistent and compatible with the surrounding neighborhoods.

Thank you for considering this request.

Sincerely,

Sarah Berg
2848 S Palmatier Way, Boise

Cody Riddle

From: Sharon Bixby <sharonbixby@gmail.com>
Sent: Thursday, January 4, 2018 11:00 AM
To: Cody Riddle
Subject: [External] Development of 3555 Warm Springs Ave

Mr. Riddle and members of the Planning and Zoning Commission,

We are writing in opposition to the latest plan for the piece of property on Warm Springs. We realize that the developer has made changes to his original plan but there are still serious problems with the design. We support sensible development to all properties in this area, but this plan is wrong for this spot--a square peg in a round hole. Most importantly it does not follow the plan that was carefully developed for the entire area.

This property location is surrounded on three sides by single family houses and on the south by open space and a series of ponds. It would change the character of the neighborhood to cram into this space 47 small patio homes--it is a perfect site for a small number of single family homes, in keeping with the surrounding properties.

1) The entry to the property is short, steep and narrow and will present serious safety and access problems for residents and motorists on Warm Springs. I have walked on that driveway and personally asked the developer if they are going to widen and level it. The answer was "no". Just look across the street to Privada to see a safe, workable driveway and entry into a development.

2) The density is still too high, doesn't follow the plan and there is almost no open space which is essential for comfortable living, walking and attractive presentation.

3) It is our understanding that the Boise Fire Department has concerns about access for their trucks on the narrow, tight roads and sharp corners for turn-around space. This is dangerous for the residents who will live there and for all of us that live near-by and have already faced one fire. A fire could spread from this neighborhood to others.

4) The environmental effects of development here are unknown, ripping up this property to build. We walk on the paths around the ponds and there are numerous species of birds and other animals that live there, let alone how it enhances the quality of life for all of us.

Respectfully, Sharon and Michael Bixby

BVNABoise@gmail.com
Facebook: Barber Valley Neighborhood Association (BVNA)

January 7th, 2018

P&Z Commissioners
City of Boise Planning and Development Services
150 N. Capitol Blvd
Boise, ID 83702

RE: Barber Hill Vistas (CAR17-00026)

The Barber Valley Neighborhood Association (BVNA) engaged with Barber Hill Vistas LLC in a series of neighborhood meetings in September and October 2017 discussing the subject application. We were impressed with the notable change in development focus and the willingness to consider neighborhood inputs during this planning cycle. However, we regret that we cannot support the application based on our judgment that the application is not compatible with surrounding development, as outlined in the Comprehensive Plan. We recognize there is significant subjectivity surrounding "compatibility" and compliance with the Specific Plans as "policy guidance". Our Neighborhood Association (NA) membership remains unanimously opposed to the application and we did not receive any supportive engagement from our membership during the series of meetings with BHV LLC. Therefore, the NA Board voted to support our membership's opposition to this application.

The Barber Valley NA continues to support a City Staff response to the issue of "orphan parcels". Councilmember Clegg's commentary on 29 August clearly described the dilemma posed by development pressure on parcels not subject to the City's Specific Plans (SP) but adjacent to SP parcels. This is a gap in planning that will continue to frustrate developers, planners, and NAs if the City does not provide stronger code guidance to reduce the subjective assessment of how far a developer must go to satisfy the "policy guidance" of the applicable specific plans (SP-01, SP-02, and SP-03). This is not an isolated problem with just a few parcels annotated as "NAP" (Not A Part of the Specific Plan). BVNA requests the Planning and Zoning Commission direct a working group to proactively address this issue to reduce the number of applications where the applicant believes they have complied with the specific plan "policy basis" but the planners and/or neighbors disagree. This is exactly what Councilmember Clegg requested (without a motion) on 29 August and this is precisely why the subject BHV LLC application generated significant opposition. We remain concerned that if the subjective analysis of compliance with "policy basis" always tilts in favor of the developer, the community will be ill-served and confidence in local government will suffer (along with the livability of Boise's neighborhoods.)

Our first two comments (below) are unchanged since the first BHV LLC application; the remaining comments are specific to the new application provided:

1. Development in Barber Valley should follow CNN-3, which directs that SP01 and SP02 form the "policy basis" for development in Barber Valley. SP01 and SP02 have the buy-in of the entire community, residents and developers alike. Developers should study these plans and be expected to follow them.

2. Compatibility with surrounding development is a critical consideration for any rezone and density determination and is especially important when expectations have been refined by Specific Plans. When nearby landowners have conformed to the applicable specific plan "policy basis,", new development must be held to an equally high standard of compatibility. To do otherwise sets a precedence which will allow future developers of orphan parcels to design projects that don't meet the goals of the overall Barber Valley plan.

3. We appreciate the reduction in density and the efforts by the applicant to transition the parcel so that it better matches the surrounding properties. However, we believe more can be done through the design process to provide the transition from the exterior to the interior of the project. We would like to see the perimeter properties better match the neighboring properties.

4. We strongly support the inclusion of the wetlands path and interpretive signage, as it achieves a three-fold objective of necessary environmental preservation, an educational opportunity, and a public amenity. We also support the wildlife corridor to continue from adjacent developments. Our overall approach throughout the Barber Valley, in SP01 and SP02, was to cluster development and leave open space, and we believe that the layout of this plan accomplishes those objectives.

5. We strongly support the applicant's intention to join the Harris Ranch Wildlife Mitigation Association mitigation funding and plan going forward, and to engage the future residents of this property in opportunities to learn about and support wildlife habitat preservation.

We would like to thank the Commissioners for continuing to honor the immense investment of time and energy of your City staff and citizens who collaborated on the development of the Specific Plans that guide development in our neighborhood. Thank you for your service to the City and your consideration of our perspective.

The BNVA Board

John Mooney Jr, President (Riverland East)
Jeremy Maxand, Vice President (River Heights)
Leslie Wright, Secretary (Privada Estates)
Heather Stegner, Treasurer (Dallas Harris West)
Brandy Wilson (Riverland East)
Chris Hendrickson (Spring Creek)
Michael Popa (River Heights)
Dick Kinney (Spring Creek)
Marshall Simmonds (Harris Ranch West)
Jeff Steele (Spring Creek)

Cody Riddle

From: Heather Crane <hacrane@hotmail.com>
Sent: Thursday, January 4, 2018 11:21 PM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

Dear Cody,

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01&SP02. The request for re-zone including PUD from A-1 to R-3-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow placement of houses 40% closer to streets to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan & SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan & SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Thank you for your attention to this Cody. I know there is quite a bit of development right now throughout Boise and you, planning and zoning, the city council and the mayor are working to promote wise growth that preserves green spaces and Boise's unique elements and character while at the same time attracting business and understanding the importance of growth. Please continue to carefully weigh any projects that are brought before planning and zoning and consider their long term consequences prior to approving.

Best Regards,

Heather Crane

Cody Riddle

From: Eldon Edmundson <epedmundson@cableone.net>
Sent: Thursday, January 4, 2018 9:20 AM
To: Cody Riddle
Subject: [External] CAR17-0026; PUD17-0029; SUB17-0052

January 4, 2018

Dear Mr Riddle: Subject: RE: CAR17-00026; PUD17-00029; SUB17-00052

I am adding my support to the following letter about concerns with the proposed development CAR17-00026; PUD17-00029 SUB17-00052. Can you confirm you received it? Thank you for your consideration of this letter.

———————————————————————————————

As a concerned East End resident and Boise citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications because they are inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to **reduce lot sizes** within the requested zoning **by 35 to 50%** from Code.

In addition, the applicant is requesting a waiver to allow **location of homes 40% closer to streets** to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal.

The design presents issues related to PUBLIC SAFETY, convenience, and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal:

~ Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking .

~ The design does not provide for 30 foot defensible perimeter bordering undeveloped land.

~ Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents.

In addition, the exit from the proposed development empties onto Warm Springs Avenue which will increase the traffic through a Boise Historic District which already causes safety issues from existing residents in the east end exiting onto Warm Springs Avenue.

This design proposal does not meet the code requirements for re-zone and all applications and should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Eldon and Phyllis Edmundson, 262 S Mobley Lane, Boise, ID

Cody Riddle

From: Dawn and Victor Estrella <camp_estrella@yahoo.com>
Sent: Thursday, January 4, 2018 9:37 AM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

We are neighbors of the property referenced in the subject line. While we are not within 300 feet of the property, we are close enough to be negatively impacted by the proposed plan. For the reasons outlined below, we urge you to deny the application:

• Planning & Zoning and the City Council of Boise should deny the referenced applications, which are inconsistent with the Comprehensive Plan and SP01&SP02.
• The applications for re-zone and PUD include requests for waivers to reduce lot sizes by 35 to 50% from Code and to allow placement of houses 40% closer to streets to accommodate a very compressed design.
• This design and density is inconsistent with the lot sizes designated for this area and the design does not transition density as do the surrounding developments of Antelope Springs, Dallas Harris Estates, Privada, or the pending Pheasant Hills proposal.
• The design presents PUBLIC SAFETY issues. See: Boise Fire Department review.
• Lastly, the road grade, single access road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents.

Dawn Estrella
Victorio Estrella
2815 S Perrault Way
Boise, ID 83716

Cody Riddle

From: Charlene & Craig Folsom <clfolsomx2@gmail.com>
Sent: Friday, January 5, 2018 2:53 PM
To: Cody Riddle
Subject: [External] 3555 Warm Spring Ave. / RE: CAR17-00026; PUD17-00029; SUB17-00052

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes*** *within the requested zoning* ***by 35 to 50%*** *from Code. In addition, the applicant is requesting a waiver to allow* ***location of homes 40% closer to streets*** *to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!*

Fondly,
LT. COL Craig Folsom, USAF

Cody Riddle

From: Craig L. Folsom <ccfolsom@att.net>
Sent: Friday, January 5, 2018 2:56 PM
To: Cody Riddle
Subject: [External] 3555 Warm Springs Ave. / RE: CAR17-00026; PUD17-00029; SUB17-00052

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes*** *within the requested zoning* ***by 35 to 50%*** *from Code. In addition, the applicant is requesting a waiver to allow* ***location of homes 40% closer to streets*** *to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!*

Fondly,
Charlene Folsom

GIVENS PURSLEY LLP
Attorneys and Counselors at Law

601 W. Bannock Street
PO Box 2720
Boise, ID 83701
Telephone: 208-388-1200
Facsimile: 208-388-1300

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Gary G. Allen
Peter G. Barton
Christopher J. Beeson
Jason J. Blakley
Clint R. Bolinder
Jeff W. Bower
Preston N. Carter
Jeremy C. Chou
William C. Cole
Michael C. Creamer
Amber N. Dina
Bradley J. Dixon
Thomas E. Dvorak
Jeffrey C. Fereday
Martin C. Hendrickson
Brian J. Holleran
Kersti H. Kennedy
Neal A. Koskella
Debora K. Kristensen
Michael P. Lawrence
Franklin G. Lee
David R. Lombardi
Kimberly D. Maloney
Kenneth R. McClure
Kelly Greene McConnell
Alex P. McLaughlin
Melodie A. McQuade
Christopher H. Meyer
L. Edward Miller
Patrick J. Miller
Judson B. Montgomery
Deborah E. Nelson
W. Hugh O'Riordan, LL.M.
Randall A. Peterman
Jack W. Relf
Michael O. Roe
Jamie Caplan Smith
P. Mark Thompson
Jeffrey A. Warr
Robert B. White

Don E. Knickrehm, of counsel
Angela M. Reed, of counsel

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

January 6, 2018

Via E-Mail

Boise City Planning & Zoning Commission
c/o Cody Riddle
150 N. Capitol Boulevard
Boise, Idaho 83702

Re: CAR 17-00026 & PUD 17-00029 – 3555 E. Warm Springs

Dear Commissioners:

This law firm represents Jeff & Leslie Wright, the developers and owners of the Privada subdivision, across Warm Springs Avenue from the proposed development (the "Project"). This letter also reflects the views of East Boise Concerned Citizens ("EBCC"), a group of East Boise residents seeking input on the applications. This letter addresses the Applicant's latest submittal, a 47-unit single family development. The Project is much closer to the mark than prior iterations. Unfortunately, it falls short in several critical respects.

The applications for rezone and a planned unit development ("PUD") are subject to familiar relevant approval criteria. Boiled down, they are as follows:

- Compliance with the Comprehensive Plan (rezone and PUD)
- Compatibility (rezone and PUD)
- Site large enough to accommodate use and all yards, setbacks, open spaces, pathways and so on associated with the Project (PUD)
- No adverse effect on neighbors (PUD).

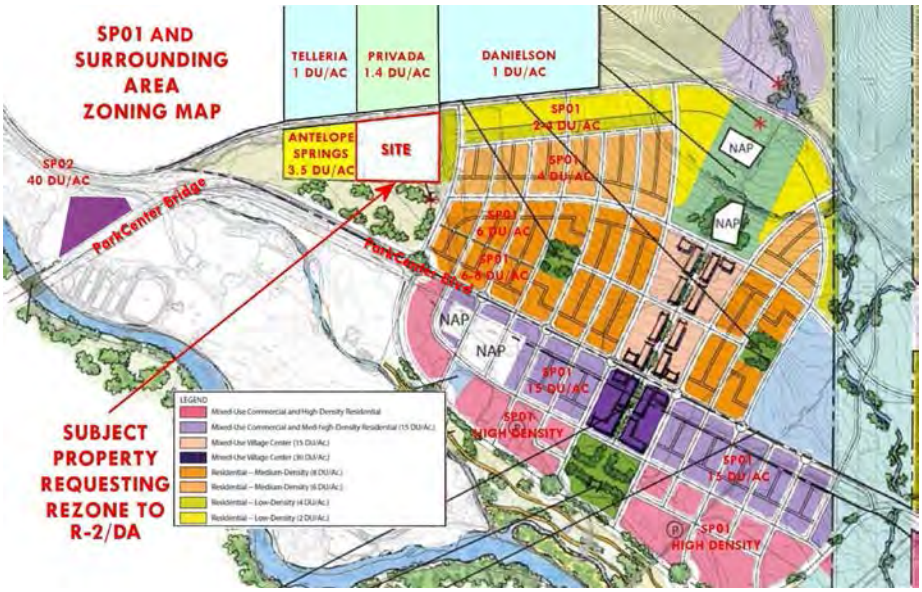
The sections below discuss these issues in turn.

The project is inconsistent with the Comprehensive Plan

The Project's failings under the Comprehensive Plan may sound familiar. First, it fails to follow the SP01 zoning pattern of feathering density toward the Foothills. Second, the Project fails the Comprehensive Plan's requirements to have "a mix of housing types and densities with distinct character and unique designs". P&Z Action Letter, June 11, 2017, p. 3.

Feathering of Density Toward the Foothills. Prior applications in the Barber Valley have established clearly that properties in the valley outside the SP01 and SP02 areas are expected to use SP01 and SP02 as the "policy basis" for their development. Blueprint Boise at BV-7 (Policy BV-CCN 3). The feathered or layered zoning pattern of SP01, ranging between two and four units per acre near the Project, is an unmistakable part of the SP01 policy. It is also a principle all the surrounding properties have followed in development of those parcels and have relied on in investing in the Barber Valley. The following illustrates the feathered density transition from the Foothills, north side of Warm Springs Ave. south towards Parkcenter Blvd, and SP01 zoning.

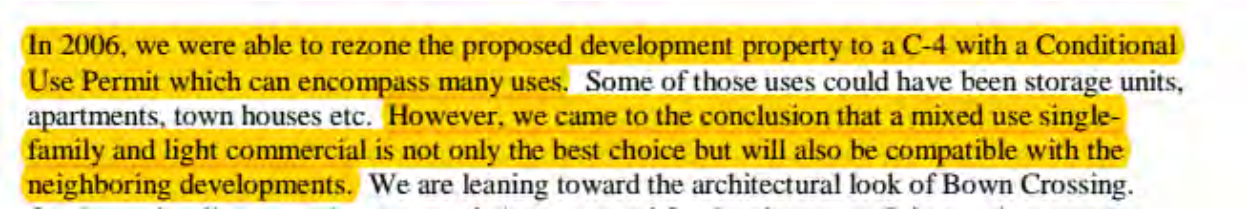




The Project exceeds the surrounding density significantly. The gross density of the Project is 5.4 units per acre (47 units on 8.65 acres). However, the effective density is much higher because the 8.65 acres includes 2.8 acres for wetlands, a wildlife corridor and defensible space as well as 0.38 acres within the Warm Springs right-of-way. When those areas are removed, the net density is 8.6 units per acre (47 units on 5.47 acres). This density, combined with the access restrictions and significant slopes on the site, create a ragged transition and a poorly designed project that make the Project unrecognizable compared to its neighbors.

Simply put, the City should honor the investments many have made and require the Applicant to follow the same development pattern as everyone else.

As before, a question may arise about the fact the Project site is located in a commercial designated area in the Comprehensive Plan. However, nothing has changed since the last application. Other developments have established that the character of the area is "single family and light commercial." As a reminder, when Mr. Telleria sought approval of the Antelope Springs development on a portion of his property in 2013, he said this at the hearing:


In 2006, we were able to rezone the proposed development property to a C-4 with a Conditional Use Permit which can encompass many uses. Some of those uses could have been storage units, apartments, town houses etc. However, we came to the conclusion that a mixed use single-family and light commercial is not only the best choice but will also be compatible with the neighboring developments. We are leaning toward the architectural look of Bown Crossing.

Boise City Planning & Zoning Commission Minutes, March 11, 2013, CUP13-00002/Antelope Springs, LLC, page 1 (comments of Patrick Telleria) (emphasis added).

The Commercial land use designation does not overcome the fundamental flaw in the project's location. Blueprint Boise makes clear residential uses are intended to be "secondary" and "ancillary" in commercially designated areas:

> **Primary:** Convenience, neighborhood, community and regional shopping centers, hotels and motels, car sales, restaurants, entertainment, and similar uses; limited outpatient medical uses [no residential uses included]
>
> **Secondary:** Housing, offices, entertainment, and other complementary uses are encouraged as ancillary uses within commercial projects; however, developments seeking to incorporate a mix of uses are encouraged to seek a General Mixed-Use designation on the *Land Use Map*.

Blueprint Boise at 3-30 (emphasis and explanation added).

Given that a commercial node has not materialized, following the policy basis of SP01 becomes the dominant theme to determine what kind of single family development is appropriate.

A mix of housing types and densities with distinct character and unique designs. The P&Z denied Applicant's prior application in part because it lacked "a mix of housing types and densities" with "distinct character" and "unique designs." P&Z Action Letter, June 12, 2017, p.3. Unfortunately, the current application also falls short on each of these fronts as discussed in the following paragraphs.

Mix of housing types and densities. The plan includes many patio homes, primarily garage-forward, plus four larger single-family lots. This is not much diversity. Further, the dominance of the small-lot patio homes has adverse consequences: first, it neglects the need to provide transition from the larger lots to the north and west of the development to potentially higher density in the center of the site; and second, the inclusion of so many patio homes on a site with a single access creates a garage-dominated streetscape that is completely inconsistent with its neighbors both inside and outside SP01.

Distinct character. The Applicant has provided precious little information about the character, theme and appearance of the Project. However, the predominance of garages on the street front simply means that garage doors will define the character of the development. That is hardly a "distinct character" the city should encourage.

43 out of the 47-units (91%) have garages located on the front side of the housing (or on a front side, for the double-sided lots), no planned front yards, and either three foot or five foot driveway aprons. The remaining four units are single-family detached homes, which will face a row of seven patio homes across the street.



What is this going to look like? The applicant does not paint a clear picture. But to give you an idea, below are photos of a development with a similar 24'-wide private lane design of garage-dominated houses (from housing located on Warm Springs and Walling Drive). The private lane functions as an alley, as would most of the streets in the Project. With truncated driveways and no front yards, the Project would have a stark look of garage walls lining the front-side of 2-story housing with vehicles crowding the lane. As is apparent from the photos, vehicles are unable to park within the driveway apron (not that it would stop people from trying).

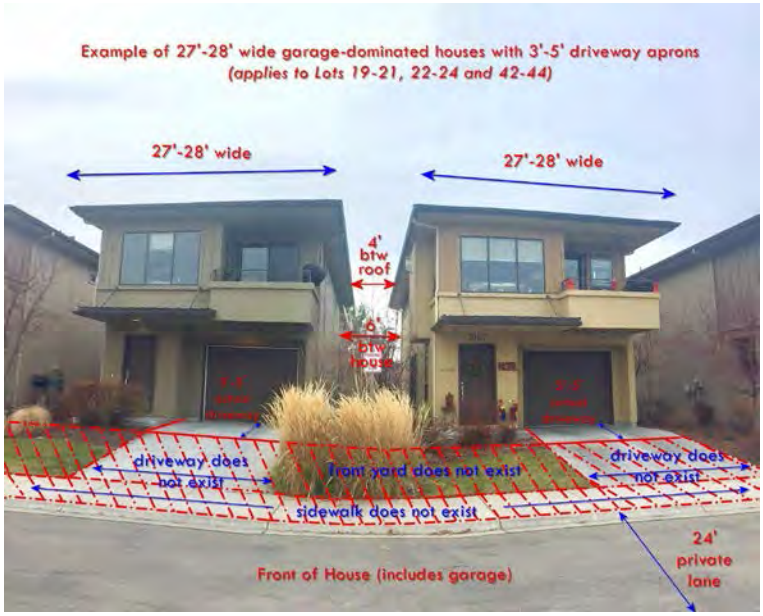




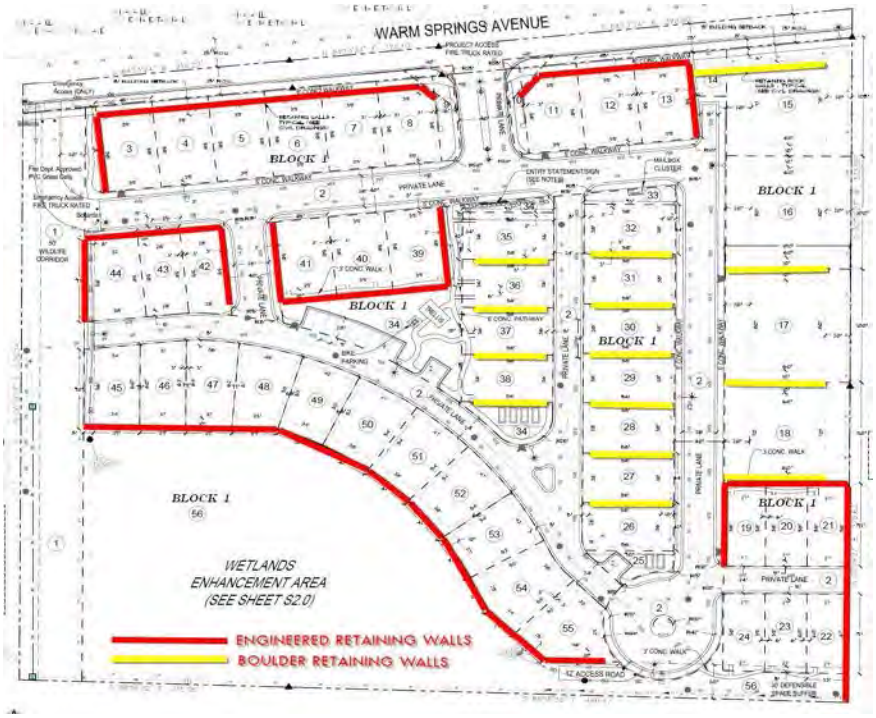


To be fair, let's compare the Project to similar front-loaded housing located in Bown Crossing. In the right context, with full-size lots and strong design, a front-loaded patio home can work. However, this design is far less desirable with no front yard, a three-foot driveway apron, and a two-door garage instead of a tandem. The Project would have to shoehorn this in where it does not fit. It also grossly out-of-character with the surrounding neighborhood.



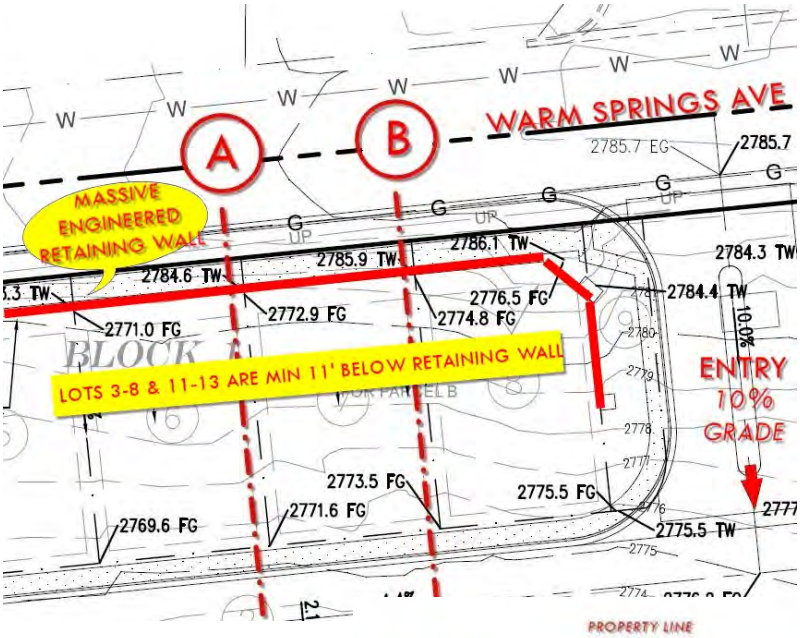


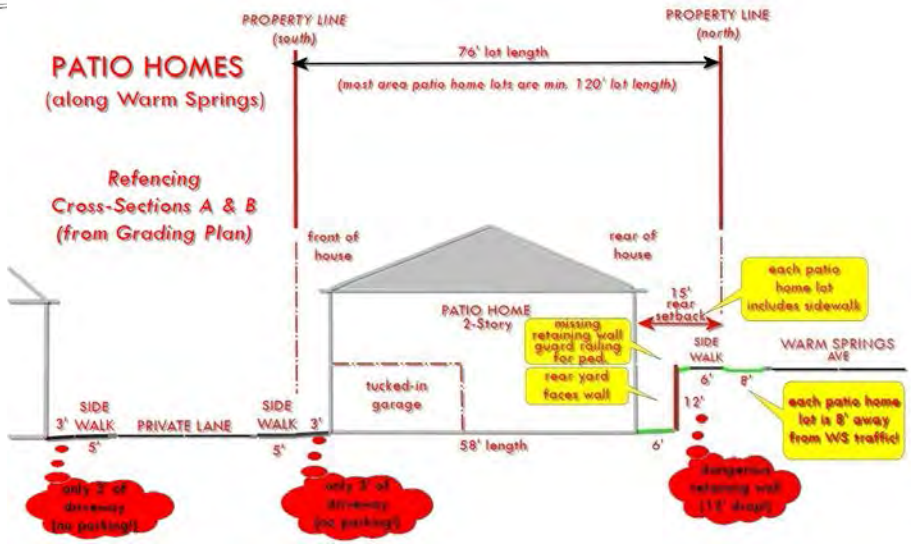
Unique designs. Maximizing density is clearly the primary design consideration for the Project. I have already shown the predominance of garage-snouted houses. Another characteristic of the development is a large number of engineered retaining walls and large boulder retaining walls to force flat engineered lots. The Project contains no less than 18 of them, some at a height of 8 feet or more, for a total of at least 2,950 linear feet (over a ½-mile) of retaining walls) Many of the walls are awkward and some are nonsensical.



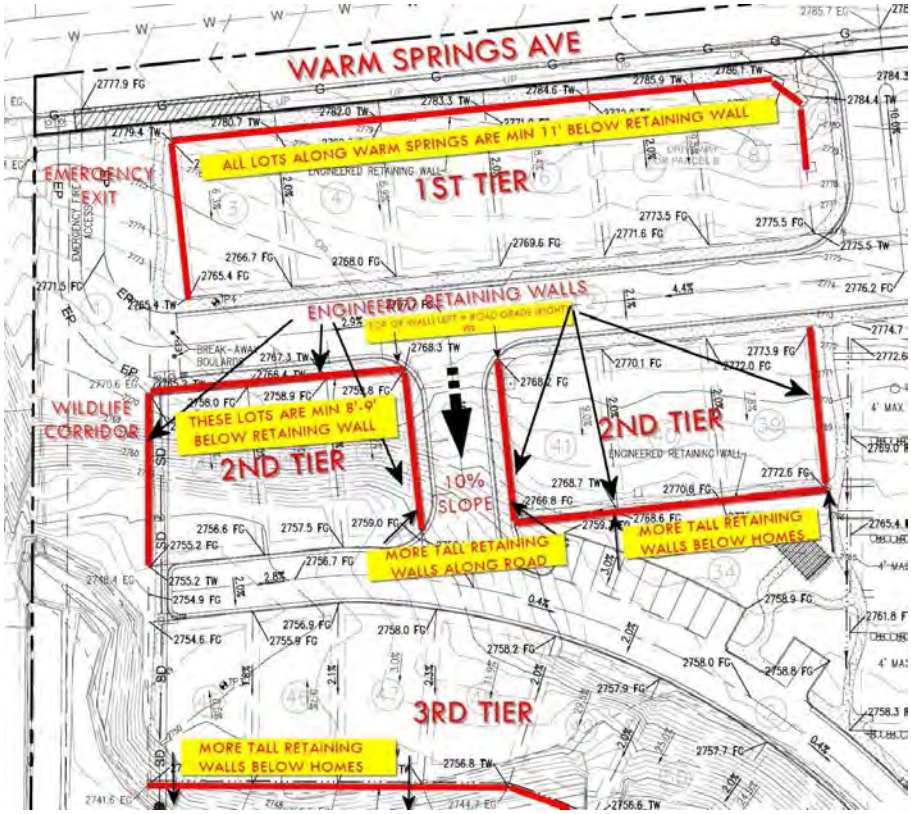
For example, all the houses on Warm Springs Avenue (Lots 3-8 and 11-13) as well as Lots 42-44 on the second tier will have back doors in the vicinity of nine feet away from an eleven-foot retaining wall. This means these homes will have looming garages in front (with only a 3-foot setback from the sidewalk), a retaining wall looming in back, and the lots along Warm Springs will have an awkward and potentially dangerous interface with Warm Springs with an 11-foot drop (Top of Wall Elevation – Finished Grade elevation = 11 ft) at the edge of the sidewalk (is a rail or fence proposed?).

Referencing the top of retaining wall grade (TW) and finished grade (FG) elevations from the grading plan section below, this streetscape would look something like this:





As another example, the street transitions are nonsensical between Warm Springs and the Project's first tier and between the Project's first and second tiers. The entrance from Warm Springs has a slope of negative 10 percent, with retaining walls creating cliffs on either side, making the entrance essentially a "chute of death" on an icy day. The transition between the first and second tiers of the Project on the western end is also a head scratcher, with a mismatch of grades on one side of the street and the other. This is additional example of yet another internal private lane of negative 10% slope. Again, the retaining walls on either side of this road create terraced cliffs orchestrated to step down the grade from the road to achieve flat lots for more patio homes. This would look something like this:



The Applicant contends it will provide a variety of housing styles in keeping with homes in Harris Ranch. The Applicant has provided this document in support of that claim:

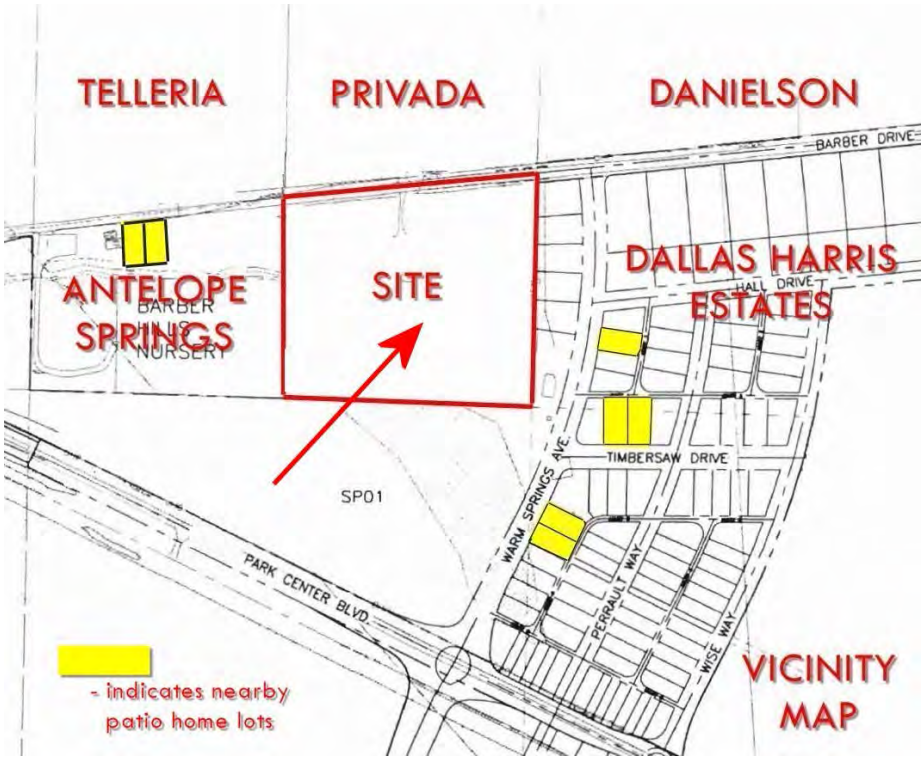


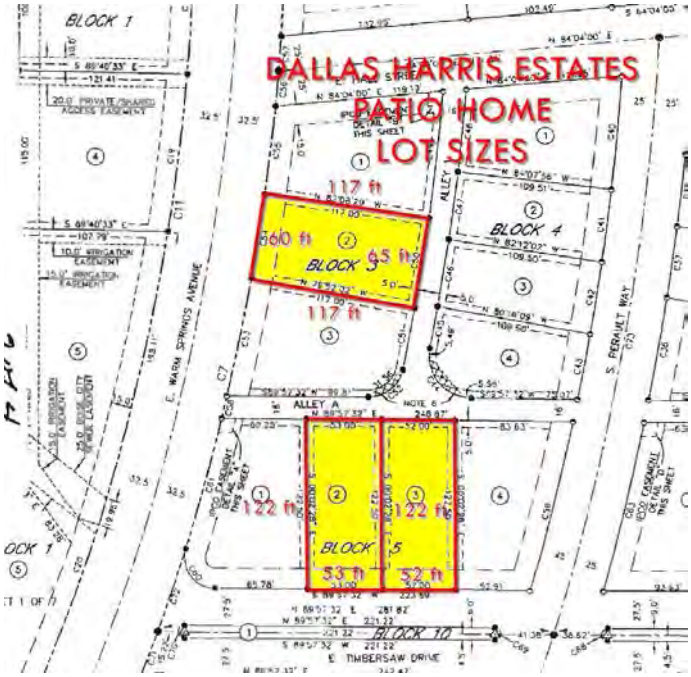


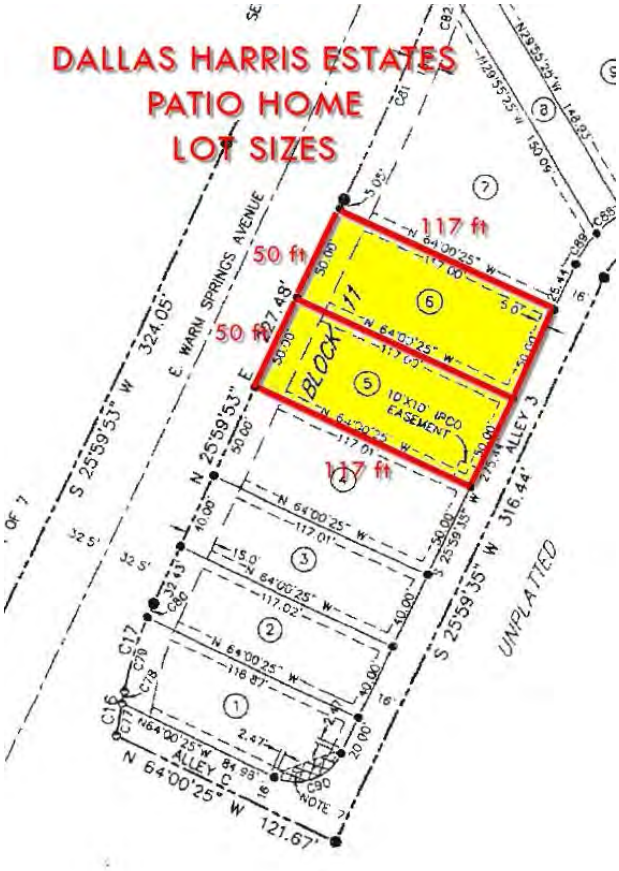
The claim of housing variety is highly misleading. Ten of the thirteen houses on these pages (all but 5, 12 and 13) require alley loading, but only seven lots (26-32) have some version of that potential. In fact, lots 26-32 are not alley-loaded, but rather are double-sided, meaning the

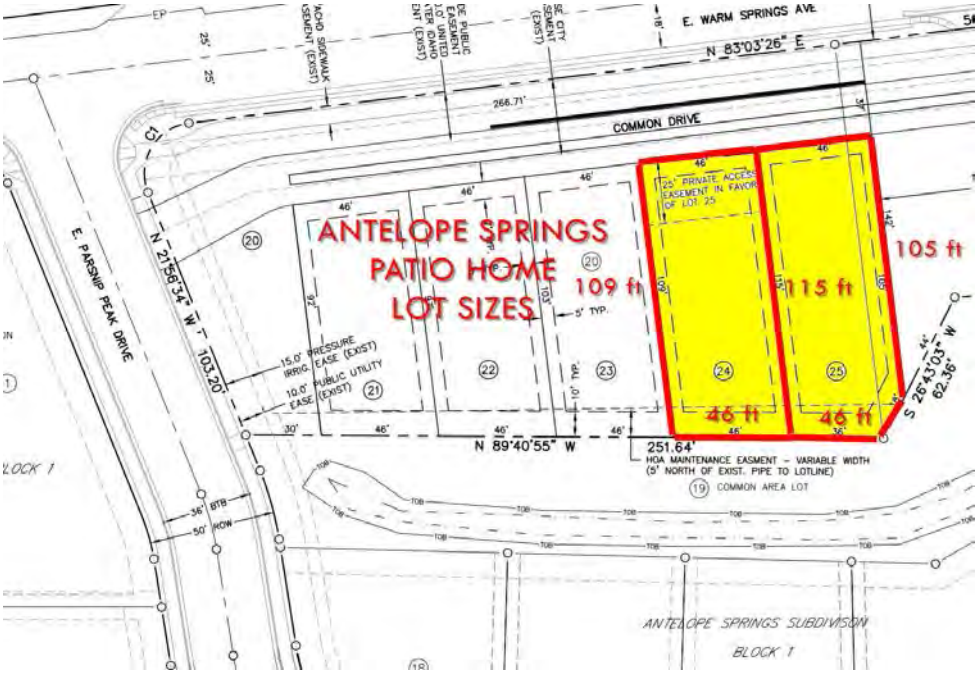
back of the lot would include just a garage and driveway. Further, all the Project's patio home lots are far smaller than the lots for the houses depicted, and are not consistent with nearby similar housing at all, significantly compromising the designs. Of the three front-loading designs, #5 and #12 appears to be too wide to fit on the proposed substandard lots, leaving #13, which is from Bown Crossing, and not Harris Ranch. Housing Type #13 also utilizes a tandem garage to minimize the garage frontage, which would be significantly more difficult in the Project because of the substandard lot depth and small garage setback from the front sidewalk. In short, the best one could hope for is that most of the Project would look like #13, which looks nothing like Harris Ranch.

The lot size discrepancies are substantial. The patio home lots in the Project range from 2,340 - 3,420 sf. Typical patio home lot sizes for the adjacent Dallas Harris Estates area range from 6,460 sf - 7,020 sf and Antelope Springs II new patio home lots range from 4,330 sf - 5,290 sf. Both Dallas Harris and Antelope Springs lots typically yield a balanced architectural layout to nicely accommodate both two- and three-car garages, as well as tiered and proportionate two-story home designs.

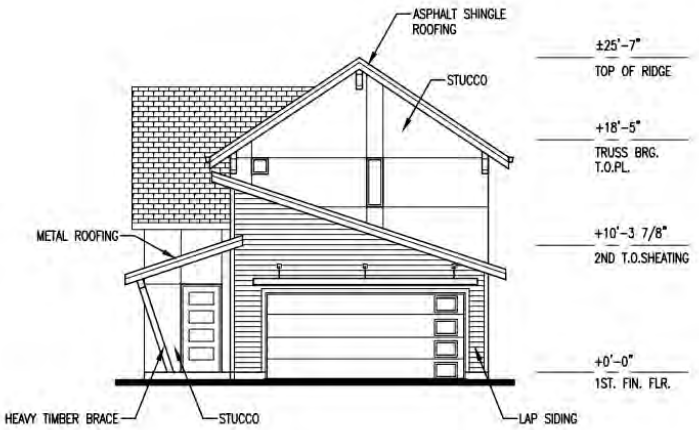



DALLAS HARRIS ESTATES
PATIO HOME
LOT SIZES
BLOCK 1
BLOCK 4
BLOCK 5
BLOCK 10
ALLEY A
E. WARM SPRINGS AVENUE
S. FERAULT WAY
E. TIMBERSAW DRIVE
117 ft
117 ft
117 ft
122 ft
122 ft
53 ft
52 ft
65 ft


DALLAS HARRIS ESTATES
PATIO HOME
LOT SIZES
E. WARM SPRINGS AVENUE
BLOCK 1
ALLEY 3
ALLEY C
UNPLATTED
10'X10' IRCO EASEMENT
50 ft
50 ft
117 ft
117 ft
S 25°59'53" W 324.05'
N 25°59'53" E 317.48'
S 25°59'35" W 316.44'
N 64°00'25" W 121.67'

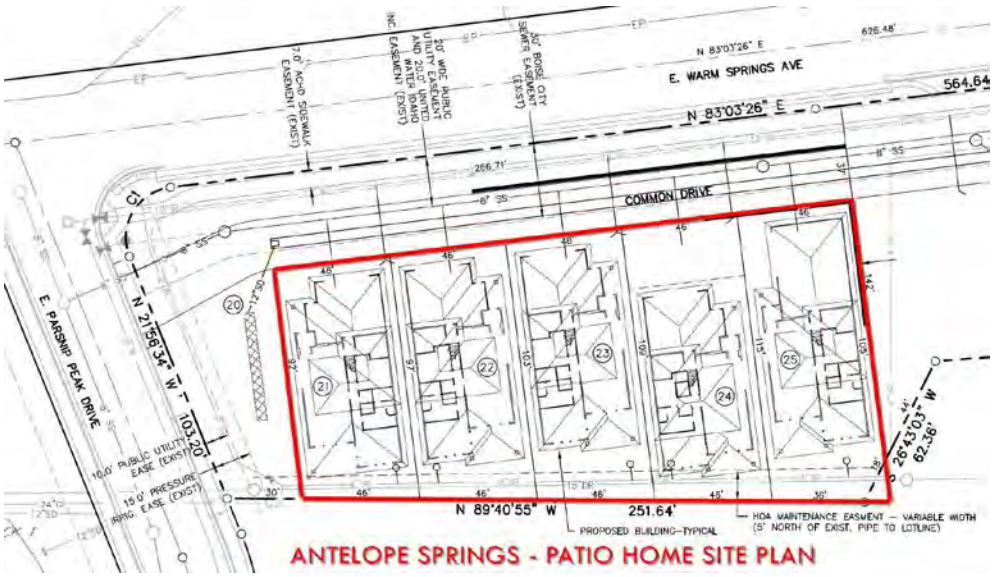

ANTELOPE SPRINGS
PATIO HOME
LOT SIZES
E. WARM SPRINGS AVE.
COMMON DRIVE
E. PARSNIP PEAK DRIVE
N 83°03'26" E
266.71'
N 21°56'34" W 103.20'
N 89°40'55" W
251.64'
109 ft
105 ft
115 ft
46 ft
46 ft
25' PRIVATE ACCESS EASEMENT IN FAVOR OF LOT 25
15.0' PRESSURE IRRIG. EASE (EXIST)
10.0' PUBLIC UTILITY EASE (EXIST)
HOA MAINTENANCE EASEMENT - VARIABLE WIDTH (5' NORTH OF EXIST. PIPE TO LOTLINE)
COMMON AREA LOT
ANTELOPE SPRINGS SUBDIVISION
BLOCK 1

Perhaps it is more likely the Applicant will provide a design like what was proposed in the prior application, which is not unique in any good way, and is completely out of step with the neighborhood.

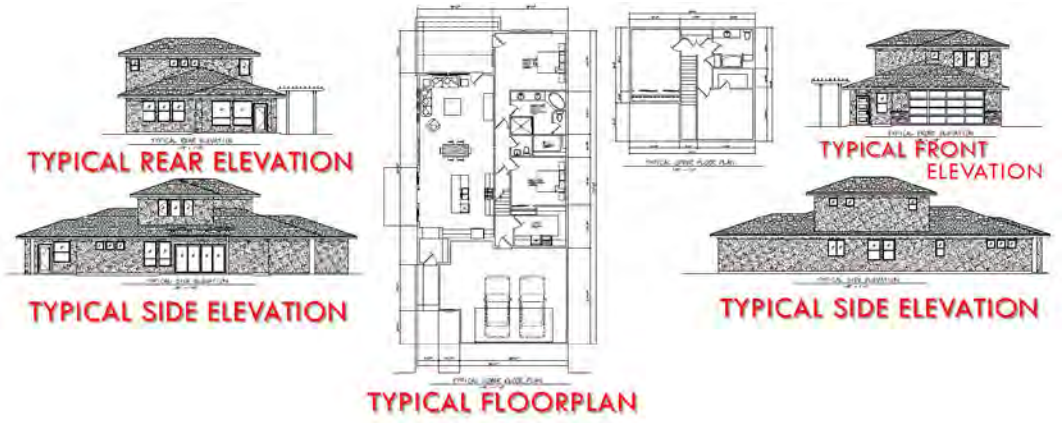


2 FRONT ELEVATION - SINGLE FAMILY
SCALE: 1/8" = 1'-0"

This is in stark contrast to the patio homes planned for Antelope Springs, which offer attractive designs that are spot on, and lay out very well on each lot, as illustrated on the following Antelope Springs site plan, elevations and the street views.



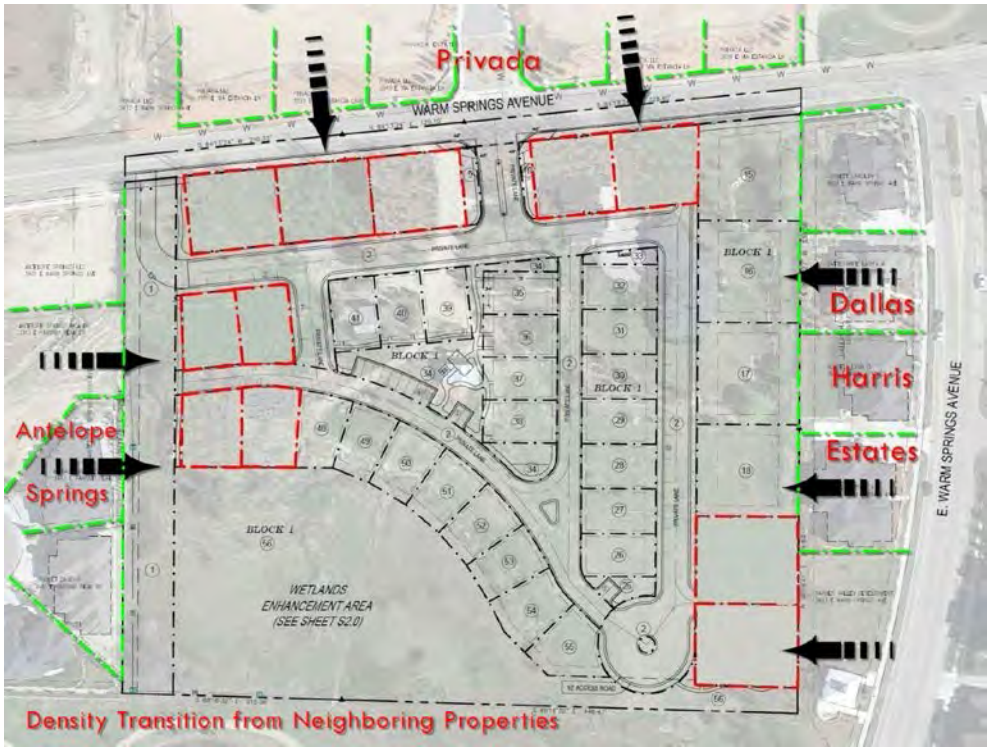
ANTELOPE SPRINGS - PATIO HOME SITE PLAN





The Project is incompatible with the general neighborhood

The compatibility criterion also points to lower density development. In this case, the Project is surrounded by low density residential development (1.4 to 3.5 units/acre) and open space, where wildlife passage is a significant consideration. The solution is simple: the Project could and should match the density and lot sizes of properties to the north (Privada), to the west (Antelope Springs), and to the east (Dallas Harris Estates), along these lines:



The Project site is not large enough to accommodate all yards, setbacks and so on.

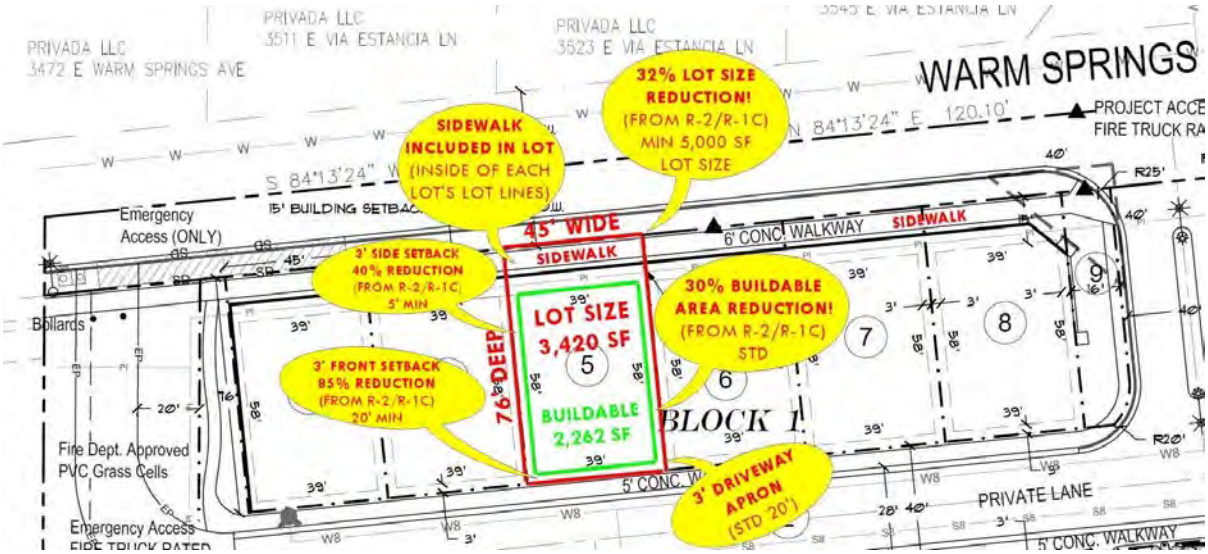
The Project demonstrates its primary goal of maximizing density by asking for a dizzying array of waivers of patio home lot sizes and dimensions, setbacks and other requirements. Strictly by the numbers, the Applicant is asking for reductions thru the PUD application of over 50 percent relative to most of the R-2 zone dimensional standards. As illustrated below, the patio home lots are substandard in most criteria compared to other approved projects that have a mix of patio homes (Dallas Harris Estates #1, Antelope Springs II, and Warm Springs Village).

The Project includes a total of 3.18 acres of open space (2.8 acres for wetlands, a wildlife corridor and defensible space as well as 0.38 acres within the Warm Springs right-of-way), which is 37% of the total project size (8.65 acres), yet the Applicant is asking for over 50% reduction in R-2 dimensional standard waivers.

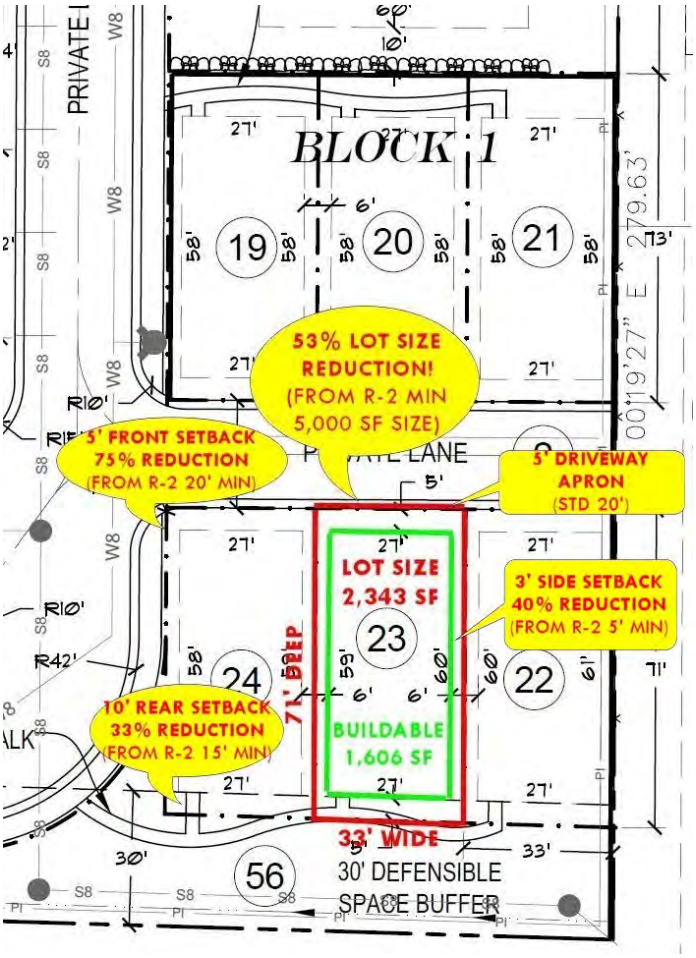
Patio Home Lot Issues	# Lots	%	Requested thru PUD		R-2 Lot Standards	% Reduction	
			min (sf)	*max (sf)*	***min (sf)***	*min*	*max*
Lot Sizes	43		2,343	3,420	**5,000**	**-32%**	**-53%**
Interior Lots	33	77%			**5,000**	**-32%**	**-53%**
Corner Lots	10	30%			**7,000**	**-51%**	**-67%**
Average Lot Width		feet	33	45	**50**	**-10%**	**-34%**
Setbacks							
Front Yard/Side Yard Street			3	5	**20**	**-75%**	**-85%**
Side Yard, Interior *			3	8	**5**	**-**	**-40%**
Rear Yard			5	15	**15**	**-**	**-67%**
Lot Dimensions (compared to other nearby patio homes)			**Barber Hill Vistas**		**Harris Ranch**	**% Reduction**	
			min	max		min	max
(substandard to Harris Ranch equivalent)	width		33	45	50		
SUB07-00114	length		71	76	117		
	size		2,343	3,420	**5850**	**-42%**	**-60%**
					Antelope Springs		
(substandard to Antelope Springs equivalent)	width		33	45	46		
SUB15-00065	length		71	76	110		
	size		2,343	3,420	**5060**	**-32%**	**-54%**
					Warm Springs Vill		
(substandard to Warm Springs Village equivalent)	width		33	45	46		
SUB16-00052	length		71	76	137		
	size		2,343	3,420	**6302**	**-46%**	**-63%**

** In the R-2 Zone, interior side setback shall be at least half the buiding height but no more than 15 fr for a principal building other than a single family or duplex dwelling*

For example, the lot sizes, dimensions and setbacks requested are not even close to the R-2 dimensional standards, as noted in Boise City Code for Residential Zoning Districts. The lots along Warm Springs (3-8 and 11-13), illustrate just how much reduction is requested to meet the desired density: a minimum of 32% lot size reduction from R-2 zone 5,000 sf minimal standard for interior lots, and a minimum of 51% reduction from 7,000 sf for corner lots.



It is worse for the lots located in the southeast corner of the site plan (lots 19-21 an 22-24), as shown:



The Applicant offers precious little in return. Apart from staying out of the wetland area, which would have proved difficult to develop in the first place, the Project has few amenities and public benefits. The Project also does not contain meaningful open space outside of the wildlife corridor and wetland area. And the open space design once again reflects only remnant parcels (often including significant slopes) left over after maximum density is achieved. Furthermore, it is not clear how the Project will provide drainage. The number of waiver requests simply proves the Applicant is trying to shoehorn too much on the site.

The Project will adversely affect neighboring properties.

The lack of transition and poor design will devalue adjacent properties and reduce the quality of life for residents. The City is setting such a high standard for the Barber Valley. It would be a shame to lower the bar for this property.

Alternative designs are possible.

My clients do not wish to be naysayers. They are developers and understand that the Project site will be developed. The Project site has extraordinary potential and the basic parameters of the proposal are not far from an acceptable, or even a spectacular, alternative.

To illustrate the possibilities, my clients offer this design for a 30-unit project (11 single family, 19 patio homes) (the "Alternative Plan"). This conceptual design better clusters blocks of homes, and takes advantage of the view shed from the entrance by creating a tree-lined pedestrian boulevard and providing multiple public access pathways to the wetlands. It requires fewer retaining walls. By maintaining more open space as an amenity, for drainage and for Idaho secondary wildlife passage, the gross density is reduced to 3.46 units per acre (30 units on 8.65 acres), and the net density is 5.48 units per acre (30 units on 5.47 acres). This level of density and lot layout is directly compatible with the surrounding neighborhoods (on all three sides).



The Alternative Plan differs from the Project in subtle, but important ways. It begins with strong design, creating a "Wow!" entrance element that follows through the Project to a pocket park that would have a killer view of the sunset. An element like this would raise the value of all the lots in the Project because all the residents would have easy access to a million-dollar view. The alternative also standardizes street structure and blocks in the Project and allows for attractive streetscapes and front yards without the prominent garages and awkward grading of the Project. Finally, the alternative better matches lot sizes to the north and west to create a proper transition.

The Alternative Plan proposes a very open design, where more internal patio home lots take advantage of the impressive view shed and pedestrian boulevard. Lots with more open space and less dense site design, along with larger home sites around the perimeter would be much more desirable in the Barber Valley market place. Other projects in the Barber Valley have taken advantage of similar site layout concepts and have had tremendous sales success!

My clients calculate that the Alternative Plan would have a similar market value of the Project but at significant lower construction cost to develop, due to reduced engineering costs for grading, drainage and retaining walls, and will result in no negative impact to surrounding properties. See below for details.

Existing Plan		Avg Lot Size (acre)	Avg sqft	Avg Sales Price		Market Value
4	single family	0.2	3230	$ 750,000	*	$ 3,000,000
43	patio home	0.06	1927	$ 320,000	*	$ 13,760,000
47						**$ 16,760,000**
Alternate Plan		Avg Lot Size (acre)	Avg sqft	Avg Sales Price		Market Value
11	single family	0.18	3230	$ 750,000	*	$ 8,250,000
19	patio home	0.12	2438	$ 420,000	*	$ 7,980,000
30						**$ 16,230,000**

*** using 2017 MLS data for homes sold in Antelope Springs (single-family) and Harris Crossing (patio homes)**

Conclusion

Let me repeat what I said in my letter to the City Council on the last application. "The low quality of this project is a shame. The size of the parcel, with proximity to the wetlands area and the foothills provides the opportunity to create a project of exceptional value. One would hope the development team would receive this message and redesign the project from the ground up. Until then, the only option that complies with the Comprehensive Plan and preserves compatibility is to … reject the Project."

Alternatively, the City could condition the approval of the Project on a revised site plan consistent with the Alternative Plan.

I look forward to speaking with you on January 16.

Sincerely

Gary G. Allen

Gary G. Allen

Cc: Jeff & Leslie Wright
East Boise Concerned Citizens

Cody Riddle

From: ROBERT B HAYES DONNA-MARIE HAYES <ROBERTBHAYES@msn.com>
Sent: Thursday, January 4, 2018 7:41 AM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

To whom it may concern,

I request that Planning & Zoning and the City Council of Boise deny the proposed development at 3555 Warm Springs for 47 units as inconsistent with the comprehensive Plan, SP01 & SP02.

The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to **reduce lot sizes** within the requested zoning **by 35 to 50%** from Code. The applicant is also requesting a waiver to allow **location of homes 40% closer to streets** to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal.

In addition, the design presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and lack of safe pathways for children walking to school and compromises the welfare of all residents.

This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, preserves public safety and welfare.

Sincerely,

Donna-Marie Hayes
2566 S. Honeycomb Way (Dallas Harris Estates)
Boise, ID 83716

Cody Riddle

From: Robert Hayes <robertbhayes42@gmail.com>
Sent: Saturday, January 6, 2018 8:01 AM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

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I request that Planning & Zoning and the City Council of Boise deny the proposed development at 3555 Warm Springs for 47 units as inconsistent with the comprehensive Plan, SP01 & SP02.

The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to **reduce lot sizes** within the requested zoning **by 35 to 50%** from Code. The applicant is also requesting a waiver to allow **location of homes 40% closer to streets** to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal.

In addition, the design presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and lack of safe pathways for children walking to school and compromises the welfare of all residents.

This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, preserves public safety and welfare.

Sincerely,

Robert B. Hayes
2566 South Honeycomb Way
Boise, Idaho 83716

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Cody Riddle

From: JoLyn Janecko <jjanecko@aol.com>
Sent: Wednesday, January 3, 2018 3:08 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

To: **Cody Riddle criddle@cityofboise.org**
RE: **CAR17-00026; PUD17-00029; SUB17-00052**

Mr. Riddle,

I have attended all neighborhood and city meetings regarding this development plan. I expect
this parcel will be developed, but all plans to date are not in keeping with the Comprehensive
Plans. They are heartbreaking.

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the
above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for
re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes***
within the requested zoning ***by 35 to 50%*** *from Code. In addition, the applicant is requesting a*
waiver to allow ***location of homes 40% closer to streets*** *to accommodate a very compressed*
design. This design and density are inconsistent with the large lots designated for this area in the
land use map of the Comprehensive Plan and SP01. It does not transition density nor is it
compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does present issues related to PUBLIC SAFETY, convenience,
and general welfare. The following were all noted by the Boise Fire Department in reviewing the
proposal: Road design and grade does not meet standards for Fire Truck access and turning
radius; The narrow roads disallow or restrict on street parking; The design does not provide for
30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress
road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE
PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all

residents.
This design proposal does not meet the code requirements for re-zone and all applications
should be DENIED until the developer comes up with a design that follows the Comprehensive
Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all,
PRESERVES PUBLIC SAFETY AND WELFARE!

Thank you for your time and consideration.

JoLyn Janecko
4125 East Barber Drive

Cody Riddle

From: David Jauquet <jauqdr@cableone.net>
Sent: Thursday, January 4, 2018 4:39 PM
To: Cody Riddle
Subject: [External] 3555 E Warm Spring Avenue, CAR 17-00026, PUD 17-00029, SUB 17-00052

Mr. Riddle,

I live in Antelope Springs, adjacent to the property being considered for development. I have lived in SE Boise for 24 years, and have lived at my current location for over two years. The decision to build there was based on a well established pattern of single family, residential neighborhoods in the area, and belief in Blue Print Boise's promise of predictable growth. This proposed project is not a predictable development for this area and would be incompatible with the surrounding neighborhoods, which all have densities of less than 4 units/acre.

The requested reductions of required lot size and setbacks are solely for the purpose of increasing density, and make this project unsafe and almost unlivable. There is little to no yard space for play, noise/light transfer will be increased, the short driveways provide no parking and reduced traffic visibility when exiting the garages. Only 11 additional parking spaces are being provided and only half the private lanes are wide enough to allow parking, and then only on one side. The fact that there is no connectivity to surrounding areas for pedestrian traffic, in itself, should require a much lower density then is being proposed.

I am requesting that the Commission deny this application. It is not compatible with surrounding neighborhoods, presents issues related to public safety and does not follow the City's comprehensive plan and SP01 & SP02.

David Jauquet

3461 East Parsnip Peak Dr
Boise, ID
208-891-6414

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Cody Riddle

From: ALAN KAHN <ALANKAHN22@msn.com>
Sent: Thursday, January 4, 2018 1:13 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

To: Cody Riddle

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01&SP02. The request for re-zone including PUD from A-1 to R-3-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow placement of houses 40% closer to streets to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan & SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to **PUBLIC SAFETY**, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be **DENIED** until the developer comes up with a design that follows the Comprehensive Plan & SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Alan Kahn
208-890-2194
alankahn22@msn.com

Cody Riddle

From: Peter Keim <keimpd@gmail.com>
Sent: Wednesday, January 3, 2018 2:46 PM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

As a concerned citizen and neighbor residing in Harris Ranch, I ask Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02.

1. The request for re-zone, including PUD from A-1 to R-2-DA, includes requests for waivers to **reduce lot sizes** within the requested zoning **by 35 to 50%** from Code. This alone should disqualify the request for rezoning.

2. In addition, the applicant is requesting a waiver to allow the **location of homes 40% closer to streets** to accommodate a very compressed design. This design and density are both inconsistent and incompatible with the large lots designated for this area in the land-use map of the Comprehensive Plan and SP01. It does not transition density, nor is it compatible with the surrounding homes on Barber Drive or in Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal.

In addition, the design presents issues related to PUBLIC SAFETY, convenience, and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal:

- Road design and grade do not meet standards for Fire Truck access and turning radius;
- The narrow roads disallow or restrict on-street parking; and
- The design does not provide for a 30-foot defensible perimeter bordering undeveloped land.

Lastly, the road grades, single egress road, narrow alleys, lack of connectivity to bike lanes and the GreenBelt, and the LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromise the welfare of all residents, not just in the proposed development, but also in the abutting and adjacent neighborhoods.

This design proposal does not meet the code requirements for re-zone, and all applications should be DENIED until the developer (1) presents a design that follows the Comprehensive Plan and SP01; (2) is consistent and compatible with the surrounding neighborhoods; and (3) above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Thank you for your consideration and assistance on this issue.
--
Peter D. Keim
2759 S. Perrault Way
Boise, ID 83716

208-957-5363
keimpd@gmail.com

Cody Riddle

From: Harry Keller <hk.sierra@gmail.com>
Sent: Wednesday, January 3, 2018 10:12 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

City of Boise Planning and Zoning
150 N. Capitol Boulevard
Boise, Idaho 82072

Attention: Cody Riddle, Assigned Planner (criddle@cityofboise.org)

Via e-Mail

RE: CAR17-00026, PUD17-00029, SUB17-00052 – 3555 E. Warm Springs Avenue (subject property)

As a long time former resident in the immediate vicinity of the 3555 E Warm Avenue property, I am asking Planning & Zoning and the City Council of Boise to deny the above applications, as they are substantially at variance with the Comprehensive Plan, SP-01 and SP-02 and also are substantially incompatible with the immediate and surrounding neighborhood on all sides .
The proposal with its design incomprehensiveness illustrate a substantial need of much further work to arrive at a suitable subdivision.

The request for re-zone with a PUD from A-1 to R-2-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow placement of houses 40% closer to streets to accommodate a very compressed design.
This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan & SP-01. It does not transition density from all sides, nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved and constructed Privada Estates Subdivision; and now also the pending Pheasant Hills proposal.

In addition, the design does present issues related to Public Safety, Convenience and General Welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet the required standards for Fire Truck access, slope and turning radius; The narrow roads disallow or restrict on-street parking; The design does not provide for a 30 foot defensible perimeter bordering undeveloped land.
Lastly, the road grade/slope, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents.

At this time, review information from Fish and Game is still outstanding with respect to the the Wildlife Corridor, where likely there may be significant issues with a Site Emergency Exit to be constructed within the corridor, as well as with future facilities to be constructed and maintained in the grandfathered recorded easements granted to another entity now shown within the Wildlife Corridor. Also, the proposal does not provide for secondary corridor(s) for wildlife to transit through finished project on their way to food and water.

This subdivision design proposal does not meet the code requirements for re-zone, and all of the applications should be DENIED until the developer comes up with a well thought out properly considered design that follows the Comprehensive Plan & SP-01; Is consistent and compatible with the surrounding neighborhoods; and above all, PRESERVES PUBLIC SAFETY AND GENERAL WELFARE!

Boise City Code requires that a rezone may be approved only if the application:

- Is in compliance with the Comprehensive Plan (Blueprint Boise).
- Is in the best interests of the public convenience and general welfare.
- Maintains and preserves compatibility of surrounding zoning and development.

In addition to the Comprehensive Plan, SP-01 & SP-02 (formulated after many hours of citizen and stake-holder planning) are to be a guide for development in the Barber Valley for parcels not included in the original Harris Ranch. These plans provide for guidance that design/density of development should be lowest near the foothills and increase as development approaches Park Center Boulevard where roads and public transportation routes are designed to handle increased traffic, and resources are concentrated for public use.

- The City should be and is expected to be consistent.
- Exceptions should not be allowed except for in the rare cases that the Neighborhood and the City agree that this will significantly benefit the residents of the community.
- Continue to require the use of the long-term plans (SP-01/SP-02) as the guide for acceptable development on all adjacent & nearby parcels. SP-01 provides very specific guidelines on design and density planning for the Harris Ranch area.
- If the city fails to require developers to adhere to the city's long-term plans it will be seen as an abdication of responsibility resulting in a significant waste of tax-payer money and citizens' time. It will also set a precedent for developers involved in future growth across the city.

Key Design Concerns:

1) Proposed Density of 5.43 du/ac is significantly in excess of surrounding parcels. Density should be no more than the density on the surrounding parcels (3.5 - 4 du/ac) so that this project remains consistent with:

- the long-term plan (SP-01).
- the surrounding parcels.
- maintains or enhances the nature and culture of the existing neighborhood.

2) Outstanding Site Design Issue(s) Applicant is using a PUD application to skirt proper site design in advance, and is requesting significant waivers from existing zoning requirements:

- Applicant is requesting rezone from A-1 to R-2 (effectively claimed at one of the "charrette" meetings, the net density will be R-1C). Note: R-2 and R-1C have the same minimum lot size standards (5,000 sf interior lots, 7,000 sf corner lots). Surrounding and ajacent property lot sizes are R-1C 4 du / acre.
- Applicant is requesting waivers to allow lots less than 5,000 square feet with a maximum lot size of 3420 sf (32% reduction from standard).
- Applicant is requesting waiver in lot size(s) & dimensions to reduce patio lot sizes from requested zoning standards by 50% to 2550 sf. For comparison, patio homes lots in Antelope Springs will be 4,750 sf.
- Applicant is requesting waivers in lot size setbacks resulting in a minimum setbacks of 3 feet from the front and side lot borders and 5 foot in rear lot setbacks.

3) Failure to uphold consistency and compatibility principles for approval of rezoning establishes a bad precedence:

- deviation from this principle will encourage other developers to propose developments that are not consistent with SP-01 or other city planning documents.
- deviation from this principal will encourage developers to propose developments that are not consistent with the culture of the surrounding neighborhood.

• allowance of any exceptions to this rule will result in "spot zoning" that are subject to court challenges and are damaging to the trust that the voters have placed in the City Council to abide by the long-term plans that have gone into place over the last 20 years.

4) Outstanding Design safety issue(s):

• Too much compressed density in a small area, in the event of a fire evacuation.
• Patio home driveway aprons are only 6' to the sidewalk thereby capitalizing on the connected 5' sidewalk to extend the aprons. This creates a safety issue for drivers backing out of garages needing to visualize pedestrians/bikes/cars/trash cans).
• Unresolved grading issues throughout the subdivision in that many interior roads are at a 10% grade, not very walk-able or bike friendly.
• A 10% negative slope at entry road will increase winter sliding issues for vehicles queuing up to wait their turn onto Warm Springs Avenue.
• A 10 % negative slope at entry road creates an unsafe visual field (vehicles pointing uphill cannot see over the hood of their car to watch for on-coming traffic/pedestrians/ bicycles). Vehicle queue area needs to be flat for at least a 25' length.
• There is no easy or safe pedestrian connectivity for children walking to area schools or bus-stops.

5) Additional Design concerns:

• The BHV site design does not demonstrate equivalent transition in density nor compatibility with adjacent properties. To the north - Privada - 1.9 du/acre; to the east - Dallas Harris Estates 2.0 du/acre along Barber Drive; to the west-Antelope Springs - 3.0 du/acre. At a minimum, the design should mirror lot density of Privada Estates to the north and continue comparable lot sizes the length of East Warm Springs mirroring Dallas Harris Estates density.
• The developers failed to identify a means of connectivity as required by Barber Valley planning goals.
• The site does not take advantage of the incredible view shed available, nor designing for the terraced topography, as an appealing PUD amenity to the community or the public.
• The design forces flat and terraced lots with extensive retaining walls throughout the project and around the patio homes.
• Patio home retaining walls will artificially force patio homes below the grade of Warm Springs Avenue and above/below grade of interior street design (too much forcing through retaining walls).
6) Missing patio home architectural renderings. The developer provides photos of Dallas Harris Estates patio homes and other nearby patio homes implying their design will be similar. These illustrations are deliberately misleading in that the lots sizes and setbacks from Dallas Harris Estates are according to standards, where the BHV requests for waivers indicates much smaller, substandard lots. The Dallas Harris Estates patio home lot sizes are much longer (average 120') where the BHV patio homes are max 76' in length.
Recently approved nearby developments including patio homes further illustrate the compressed design of the BHV patio homes.
• Antelope Springs II (in 2015) Patio Home lots: 46’ x 103’ approx. (4,750 sf).
• Warm Springs Village (in 2017) Patio Home lots: 40’ x 135’ (5,400 sf) The short BHV patio home lot sizes proposed (2,550 sf) will result in unattractive 2-story stacked “box-like' patio homes, something that would not be aesthetically compatible to the surrounding area. Due to the high visibility of the site from all directions, architectural renderings of intended patio home designs (4 sided elevations) need to be presented with PUD application. The application needs to conform to HRRB architectural standards as a minimum.

In SUMMARY: IT’S REALLY ALL ABOUT A GREAT WELL THOUGHT OUT DESIGN!

Good Land-Use Planning and Project Design Principles – the irony is if these principles were applied in practice, and the project was designed for the natural topography and terracing - and the issues detailed hereinabove were properly addressed, the right plan would be forth-coming, therefore the density (as a secondary consideration) would become

obvious and would naturally fall into place. With this approach in mind, the right plan would be a very welcoming presence to the Barber Valley, would be highly desirable and would command premium market value.

Closing Comment:

The History with this Developer and its proposals submitted to the City for the 3555 Warm Springs Avenue Property illustrate this project team's apparent inability to fully comprehend, recognize and work with project requirements, needs and wants other than mostly just their own.

The first proposal submitted consisted of 135 Multifamily Units that was first unanimously denied by the Planning & Zoning Commission after prior feedback. On appeal, it was subsequently also unanimously denied by the City Council with their appropriate feedback.

A second proposal discussion documented by Planning & Development Services Staff on their Pre-Application Conference Form described a Proposal for a 70-Unit Residential Development comprised of Attached and Detached Single-Family Homes. Feedback provided thereto verbally by staff and that documented thereon the form apparently resulted in the current 47-Unit Detached Single Family Homes Application submitted November 28, 2017. This application proposal will just not pass muster as well, because this proposal continues not to be a Community and Neighborhood fit at the 3555 Warm Springs Avenue location.

I am planning to attend the Commission Meeting January 16th as one of the 3 minutes presenters in support of Denial.

Respectfully,

Harry Keller
hk.sierra@gmail.com

Cody Riddle

From: Mary Lou Kinney <Kinney65@msn.com>
Sent: Thursday, January 4, 2018 8:36 PM
To: Cody Riddle
Subject: [External] 3555 E. Warm Springs Avenue Development (CAR17-00026; PUD 17-00029; SUB17-00052)

As Springcreek-Harris Ranch residents for the past 9 1/2 years, we have worked with our neighbors, BVNA, and some developers, to make sure that the rapid growth in the Barber Valley is consistent with the Comprehensive Plan, SP01 and SP02. Hard work and thoughtful listening and discussion went in to the agreement for SP01 and SP02 -- with the public safety and welfare being at the heart of these documents. Although the developer for this property on Warm Springs has modified and resubmitted his proposal , the new applications,unfortunately, still do not follow the lot size and density transition stated in SP01 and have critical design issues raising SP01 compliance and safety questions. Please look carefully at this new proposal of 47 single homes on 6 acres and thoughtfully consider how this development plan would look and operate on a day-to-day basis . We ask that the P & Z and City Council deny the (above) applications as inconsistent with the Comprehensive Plan, SP01 and SP02.

Mary Lou & Dick Kinney
3081 S. Shortleaf Avenue
Boise 83716

Cody Riddle

From: Kendall Koppenhafer <loveduranx2@gmail.com>
Sent: Thursday, January 4, 2018 8:35 AM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

To whom it may concern,

I request that Planning & Zoning and the City Council of Boise deny the proposed development at 3555 Warm Springs for 47 units as once again, it does not conform to the Comprehensive Plan and SP01 and should be denied.

Modifying the plan compromises public safety and the way of life we literally bought into. We bought our homes with the understanding that the comprehensive plan and SP01 were the contractual future of the Barber Valley.

By now, any potential developers should be well aware of the comprehensive plan and design their proposals in compliance with it. I hope the City of Boise will continue to stand firm with the Barber Valley residents and I would like to suggest that Boise City set a clear expectation from this point forward, that anything that does not conform to the plan will be automatically denied. It's a waste of your time and ours to do anything else.

Sincerely,

Kendall Koppenhafer
3167 S White Fir Pl
Boise, Idaho 83716

Cody Riddle

From: Tim Lalley <tim.lalley@live.com>
Sent: Thursday, January 4, 2018 9:44 AM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

Cody,

As a resident of Harris Ranch and the Barber Valley, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. Below are several reasons why the plan should be denied but my overall frustration with this developer is their continued refusal to follow the Comprehensive Plan designated for this area. The plan was put in place for specific reasons and should be followed and not altered in any way. It is the City of Boise's' and P&Z's duty, job and responsibility to hold developers responsible to follow the Comprehensive Plan. The thing is, I don't hear anybody saying "don't develop the land". The residents just want the land to be developed in a way that is consistent with the neighborhood.

- Re-zone including PUD from A-1 to R-2-DA includes requests for waivers to reduce lot sizes.
- The applicant is requesting a waiver to allow location of homes 40% closer to streets to accommodate a very compressed design.
- This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01.
- It is not compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal.
- Road design and grade does not meet standards for Fire Truck access and turning radius.
- Where do you propose kids go to school? The elementary schools is this area are already full. Perhaps the city should require any future developers to build a school first.

Please do your jobs and deny this development proposal.

Tim Lalley

Cody Riddle

From: Ange Levesque <ange.levesque@gmail.com>
Sent: Thursday, January 4, 2018 9:28 AM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

Hi Cory,

I live in the Dallas Harris Ranch Sub, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code.

In addition, the applicant is requesting a waiver to allow the location of homes 40% closer to streets to accommodate a very compressed design. This design and density are inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal.

In addition, the design presents issues related to public safety, convenience, and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30-foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and lack of safe pathways for children walking to school compromises the welfare of all residents.

This design proposal does not meet the code requirements for re-zone and all applications should be denied until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, preserves public safety and welfare.

Thank-you for your time.

In light,

Angela Levesque
Author, Healer, Spiritual Teacher
Mobile: 208-283-1556
www.hestiahealth.com | www.angelalevesque.com

Cody Riddle

From: Joe L <jslcot2009@q.com>
Sent: Wednesday, January 3, 2018 4:13 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes*** *within the requested zoning* ***by 35 to 50%*** *from Code. In addition, the applicant is requesting a waiver to allow* ***location of homes 40% closer to streets*** *to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!*

Joe Lombardo
River Heights, Boise

Cody Riddle

From: Anna Maderis <maderis41@yahoo.com>
Sent: Thursday, January 4, 2018 11:01 AM
To: Cody Riddle
Subject: [External] Please deny the following applications!

To: Cody Riddle criddle@cityofboise.org

RE: CAR17-00026; PUD17-00029; SUB17-00052

Please protect our safety by denying this plan. The comprehensive plan was developed for public safely reasons and any developer must comply!

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01&SP02. The request for re-zone including PUD from A-1 to R-3-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow placement of houses 40% closer to streets to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan & SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan & SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Thank you,
Anna Maderis
3784 E. Timbersaw Drive
Boise, Idaho 83716
775-934-5191

Cody Riddle

From: Alyson Martin <musical52@hotmail.com>
Sent: Thursday, January 4, 2018 3:52 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052 - Objection by Dallas Harris Estates resident

Dear Mr. Riddle:

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes*** *within the requested zoning* ***by 35 to 50%*** *from Code. In addition, the applicant is requesting a waiver to allow* ***location of homes 40% closer to streets*** *to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!*

Additionally, the egress onto Warm Springs Avenue for this entire proposed neighborhood is inadequate and unsafe. The egress is not supported by a traffic light, nor is that possible given the location. That alone should be enough to deny the project. If allowed to go forward, the project will reduce the value of the homes in Dallas Harris Estates, where I reside, doe to the inconsistency of the housing sizes and types, and create a density out of synch with the current neighborhood. Please deny this proposal for the foregoing reasons.

Alyson R. Martin
3716 E. TImbersaw Drive
Boise, Idaho 83716

Sent from Outlook

Cody Riddle

From: Mark McConnell <msm4922@gmail.com>
Sent: Friday, January 5, 2018 11:28 AM
To: Cody Riddle
Cc: eastboiseconcernedcitizens@gmail.com
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

To: **Cody Riddle** criddle@cityofboise.org
RE: **CAR17-00026; PUD17-00029; SUB17-00052**

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to **reduce lot sizes** within the requested zoning **by 35 to 50%** from Code. In addition, the applicant is requesting a waiver to allow **location of homes 40% closer to streets** to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal.

In addition, the design does present issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Additionally, I bought my home based on the Comprehensive Plan developed for this area with the intent to live here until retirement. By increasing the density of housing outside of the Master Plan SP01 & SP02, you negatively impact my home's value and my quality of life.

Mark McConnell
3772 E. Timbersaw Dr
Boise ID 83716

Cody Riddle

From: Celeste Miller <ckmill2@gmail.com>
Sent: Wednesday, January 3, 2018 1:55 PM
To: Cody Riddle
Subject: [External] Applications of Barber Hills Vista; CAR17-00026, PUD17-00029, SUB 17-00052

January 3, 2018

Via e-Mail

City of Boise Planning and Zoning, 150 N. Capitol Blvd. Boise, ID 83702

Attention: Cody Riddle, Assigned Planner (criddle@cityofboise.org)

RE: Applications of Barber Hills Vista; CAR17-00026, PUD17-00029, SUB 17-00052

Dear Mr. Riddle and Commissioners:

Our home is located within 300 feet of this proposed development.

Barber Hill Vista (BHV) continues to propose a project that is incompatible with surrounding development in ways that compel denial.[1]

Comprehensive Plan

The Boise City Comprehensive plan, incorporating SP01 and SPO2, guides approval of proposed developments in Barber Valley and prescribes low density nearest the foothills with density fanning to higher units per acre as the land approaches Park Center Blvd (PCB). Instead of complying with this guidance, as *all* of the surrounding and nearby developments do, BHV proposes the opposite, with some of its highest density directly on Warm Springs Ave., nearest the foothills.

Surrounding developments include Antelope Springs, Privada and Dallas Harris Estates (DHE). Density in Antelope Springs is 3.0/du; in Privada it is 1.9 du/acre; and density in the relevant sections of DHE are on Barber Dr. at 2.0 du/acre, increasing to 4.0 du/acre fanning southward toward Park Center Blvd. and at the same latitude as the proposed BHV. Given its location directly on Park Center Blvd., the highest density in DHE (6.0 du/acre) cannot be construed as "surrounding" BHV or as relevant to this proposal.

Density of 2.0 du/acre on Warm Springs Ave., and abutting the four houses in DHE, with density increasing on the site in a southerly direction to a maximum of no more than 4.0 du/acre could gain our support (if additional issues addressed by others were also resolved).

Proposed density of 6.5 du/acre on Warm Springs Ave. in Barber Valley violates City Code, and locating a high-density portion of the project there compounds the problem.

A newly proposed development of Pheasant Lane along Warm Springs Ave., as it becomes Barber Drive, just north and east of BHV is instructive. It proposes to "mirror" the existing DHE homes on Barber Drive in lot size and dwelling units per acre (2.0).

That proposal was developed from its inception as compatible with the surrounding developments (adjacent to Privada and across the street from the section of DHE located closest to the foothills). A BHV proposal to "mirror" Privada lots on Warm Springs would demonstrate compatibility with surrounding developments, and the neighbors have explained this to the BHV developers repeatedly.

Concurrence in other comments

The Barber Valley Neighborhood Association, East End Concerned Citizens and numerous individuals have, or will be submitting comments raising additional objections that we adopt by reference in addition to emergency access concerns expressed by fire officials.

The density of the proposal results in design concessions such as driveway lengths and narrow streets that are unlike surrounding projects. Limiting design to only two-car garages, for example constrains owners from recreational garage uses without forcing off-site parking that is simply not available. The developer's request for numerous waivers from regulations highlights the problems forced by density and, if granted would not cure the incompatibility factor.

Warm Springs Avenue

What is the community doing to its beloved Warm Springs Avenue?

Included in this letter is a simplistic chart depicting likely vehicle trips per day onto WSA. The numbers may be inexact, but they provide sobering ballpark estimates that should be considered before approving any new developments in Barber Valley that enter directly onto the once-grand Avenue.

ACHD looks only to vehicle counts per development proposal, and it included traffic counts (Condition of Area Roadways) relating to this project only east of Starview Ave. and daily traffic counts on Warm Springs east of Walnut Ave. from one day in September 2015. Responsible land use planning compels consideration of current and ever-increasing impacts on the entire length of the Warm Springs Ave. from approved developments before adding to the burdens on that avenue.

Conclusion

For all these reasons we urge you to deny the PUD Application (PUB17-00029) and to recommend to the City Council denial of the Re-zone Application (CAR17-00026) and Subdivision Application (SUB17-00052. Thank you.

Sincerely Yours,

Joe Miller

3620 E. Warm Springs Ave.

Boise, ID 83716

Celeste Miller

3620 E. Warm Springs Ave.

Boise, ID 83716

Additional Trips per Day onto WSA with Relevant Developments

Development	Units	Trips per Day (TPD) (using basic 10 per unit)

Approved:

WS Village	59	590
Swope	10	100
HR North	173	1,730
Boulder Hgts.	52	520
Starview	12	120
Privada	17	170
Antelope Springs	5	50
HR – Wolf Tree	60	600
Sub Total (approved)		**3,880**
Proposed:		
Barber Hills (BHV)	47	437 (per ACHD)
Pheasant Ln.	17	170
Sub Total (proposed)		**607**
Total		**4487**

Notes:

- Drivers from Privada, BHV and Pheasant Lane will enter onto WSA within yards of each other; ACHD classifies WSA as a two lane minor arterial with level of service "E";

- This chart does not break out peak hours or speculate how many car trips will use PCB some part of the time; the Barber Valley Drive bridge is slated for ACHD improvements starting in October 2018, which will presumably encourage use of WSA by drivers to and from Harris North;

- The Wolf Tree project in HR commercial area - will provide porous travel through DHE before entering either WSA or PCB; the rest all enter directly onto WSA or its extensions known as Barber Drive or Harris Ranch Rd. It is, however, one long road with three different names as it winds eastward.

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[1] The number of dwelling units per acre in this proposal is lower than an earlier one that this Commission and City Council denied, but the number remains too high and in the wrong site locations to comply with Blueprint Boise and/or SP 01.

Cody Riddle

From: MistryMD <mistrymd341@gmail.com>
Sent: Friday, January 5, 2018 4:46 PM
To: Cody Riddle
Subject: [External] Warm Springs Development

Dear Mr Criddle
Boise is growing rapidly and the things we love about our city are in danger of getting lost in the process. Warm Springs Avenue is a crown jewel of old Boise and a source of pride for the city. I live in a modest 1930's home on the Avenue and we love the neighborhood. As a member of the Warm Springs Historic board I have been involved in the grass roots work that goes into keeping a neighborhood liveable. It's hard work but it benefits everyone, not just the WSA owners. The traffic on the Avenue has been getting worse and worse as a result of the rapid growth to the East and the St Lukes construction. The construction traffic will morph to patient/employee traffic once the hospital expansion is finished. Please, please do another traffic study NOW. We must set limits for traffic and enforce them. The proposed development at 3555 E WSA can only enter and exit on WSA and will place additional pressure on an already overloaded road. Please make the developers adhere to the SP01/02 building guidelines in place and consider traffic calming on the Avenue, especially dropping the speed limit to 20mph. Quality of life should not be sacrificed for growth.

Thank you,

Dinu Mistry

Cody Riddle

From: STEVE MOORE <star_garnet@msn.com>
Sent: Friday, January 5, 2018 11:38 AM
To: Cody Riddle
Cc: Sue Moore
Subject: [External] Barber Hills Vista Proposals: CAR17-00026; PUD17-00029; SUB17-00052

Dear Mr. Riddle,

As concerned citizens from Harris Ranch, we wanted to express our opposition to the latest proposal for Barber Vistas. While the developers and there representatives have made some improvements from the completely ridiculous very high-density developments proposed earlier in 2017, the current proposal still does not comply with the Comprehensive Plan (Blue Print Boise), nor Specific Plans 01 and 02. While lots of time has been wasted in several venues, the developer still does not get it and proposes a development for maximum economic gain as opposed to the good of the community.

The adjacent Harris Ranch neighbors clearly have expressed the following points:

-Comply with and provide consistent density transition to existing residential housing (more like 2-3 units/acre) near the foothills
-Adhere to reasonable ingress and egress for traffic, fire vehicles, and general safety concerns
-Connectivity with the surrounding areas in Harris Ranch
-Safe walking paths for all
-Areas for children to play
-A design that will enhance the community and maintain property values
-Firewise planning and defensible space adjacent fire-prone foothills

The current plan is not particularly suitable for the existing topography. The only positive note is the concept of wetlands enhancement on the south side of the area. Lots along Barber Valley Road (now in lots #3-13) should be closer to the size of lots of on the east side of the area (lots# 15-18). The compact design of closely packed lots will unlikely accommodate sufficient drainage given the poor, clayey soils. Warm Springs Rd west of Barber Vistas is already insufficient and narrow access to the area given the road is located along the toe of the Warm Springs landslide and susceptible to rockslides and closure in the winter. The density of this development will overtax Warm Springs Rd even more.

Obviously the local community in Harris Ranch and the greater Barber Valley area are concerned about the development of this key tract and have better things to do than go to all these meetings. We have invested considerable money in moving to the Harris Ranch area and expect the continuing development of the area to be consistent and responsible to the community. We are paying attention and not giving up.

Sincerely,

Steve and Sue Moore
star_garnet@msn.com

2920 Shadywood Way, Boise, ID 83716

Cody Riddle

From: knice@cableone.net
Sent: Wednesday, January 3, 2018 5:23 PM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes*** *within the requested zoning* ***by 35 to 50%*** *from Code. In addition, the applicant is requesting a waiver to allow* ***location of homes 40% closer to streets*** *to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE! It is a slippery slope when developers are allowed to waive the established SPO1 and Comprehensive Plan. It cannot be allowed in Barber Valley.*

Thank you,

Katherine Nice
6227 E Playwright St
Boise 83716-5814

Cody Riddle

From: JAMES PATRICK <jpendure@hotmail.com>
Sent: Wednesday, January 3, 2018 1:51 PM
To: Cody Riddle
Cc: Teresa
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

To: **Cody Riddle criddle@cityofboise.org**
RE: **CAR17-00026; PUD17-00029; SUB17-00052**

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes*** *within the requested zoning* ***by 35 to 50%*** *from Code. In addition, the applicant is requesting a waiver to allow* ***location of homes 40% closer to streets*** *to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!*

Sincerely,

James Patrick and Teresa Focarile
3734 East Timbersaw Drive Boise Idaho

Cody Riddle

From: Chris Perkins <chrisperkins.idaho@gmail.com>
Sent: Wednesday, January 3, 2018 4:31 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

Hi Cody,
I am a resident of Dallas Harris Estates - adjacent to the subject Property. My wife and I would like to request that Planning & Zoning and the City Council of Boise deny the above requests (see subject line) as the applications are inconsistent with the already established Comprehensive Plan, SP01&SP02. The request for re-zone including PUD from A-1 to R-3-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow placement of houses 40% closer to streets to accommodate the design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan & SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads don not allow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone. Until the developer comes up with a design that follows the Comprehensive Plan & SP01; Is consistent and compatible with the surrounding neighborhoods and above all, preserves public safety and welfare.

I have spent significant time and effort during the last application process to attend all meetings and testify before both Planning and Zoning (Staff and Commission) as well as the final appeal to City Council. This developer has no regard for SP01/SP02 or the welfare of the residents in the vicinity of the proposed project. He lied in the City Council appeal stating that he had met with all of the residents in the impact area (which I am part of) and that he revised his plans > 10 times to accommodate our requests. I have spoken with all of my neighbors in the directly impacted area and he did not meet with any of us. Further, he has reduced the number of units in this latest request, but he is also not developing the entire property. In the end, the density is little changed. Traffic is already a concern for residents on Warm Springs Ave - which is where my residence resides. There is an abundance of high density development in our area and to change the plan to add another would be un-warranted.

Regards,
Chris and Kasie Perkins
3624 Warm Springs Ave.
Boise, ID 83716

Cody Riddle

From: melissa.pratt27@gmail.com
Sent: Friday, January 5, 2018 11:23 AM
To: Cody Riddle
Subject: [External] Pud17-00029

Annexation Rezone #CAR17-00026
PUD #PUD17-00029
Subdivision #SUB17-00052

Cody,

I am president of the Warm Springs Historic District Association. We oppose any subdivision that increased density as it will drop more traffic onto historic Warm Springs Ave.

Melissa Pratt

Sent from my iPhone

Cody Riddle

From: JOHN ROEHRKASSE <JROEHRKE@msn.com>
Sent: Wednesday, January 3, 2018 4:04 PM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052 Project Location: 3555 E. Warm Springs Ave. Boise, ID 83716

To: Cody Riddle criddle@cityofboise.org
RE: CAR17-00026; PUD17-00029; SUB17-00052
Dear Planning and Zoning Committee.
As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow location of homes 40% closer to streets to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Respectfully,
John and Nancy Roehrkasse
2541 S Trailwood Way
Boise, Idaho 83716

Cody Riddle

From: ELAINE RUSSELL <Elaine@elainerussell.org>
Sent: Wednesday, January 3, 2018 5:03 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

Mr Riddle:

As a concerned citizen who lives next door to the subject property, I request that Planning & Zoning and the City Council of Boise deny the above applications.

These applications are inconsistent with the Comprehensive Plan, SP01 & SP02. Furthermore, the PUD is primarily an approach designed to request waivers of significant Code requirements. These waivers include the reduction of lot sizes within the requested zoning ***by 35 to 50%*** *from Code. In addition, the applicant is requesting a waiver to allow* ***location of homes 40% closer to streets*** *to accommodate a very compressed design.*

The design and density are inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. The design does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris
Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design includes issues related to public safety and general welfare.

The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on-street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes and the green belt and lack of safe pathways for children walking to school compromise the welfare of all residents.

This design proposal does not meet the code requirements for re-zone and is not an acceptable PUD. Therefore all applications for this property should be DENIED until the developer comes up with a design that (1) follows the Comprehensive Plan and SP01, (2) is consistent and compatible with the surrounding neighborhoods, and (3) preserves public safety.

Your careful consideration of this matter will be appreciated.

Elaine L Russell
3615 E Warm Springs Avenue
Boise, ID 83716

Cody Riddle

From: LYNN D RUSSELL <Lynn@LynnRussell.org>
Sent: Thursday, January 4, 2018 7:37 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

Mr Cory Riddle:

As a resident of Dallas Harris Estates living on property joining the subject project, and as a concerned citizen, I request that you DENY the subject applications.

The subject applications are inconsistent with the Comprehensive Plan for the City and with the general guidelines of SP01 and SP02 for development of Barber Valley, and represent a major step backward for the general area and for the neighborhood.

The application was submitted as a "Planned Unit Development" [PUD] with the apparent goal of circumventing almost all of the Code requirements for a residential development. It is my understanding that a PUD is a PLANNED development that provides multiple amenities with some variations to the standard Code requirements. Instead the proposed development includes multiple variations from the Code, such as lot sizes and setbacks, while providing very few amenities. Another feature of a PLANNED Unit Development is a mix of housing types and densities with distinct character and unique designs. Planning and Zoning denied the previous application from the developer partly because that proposed project lacked "a mix of housing types and densities" with "distinct character" and "unique designs." The proposed development also does not include those characteristics and is an inconsistent design that is totally incompatible with the surrounding neighborhoods, with SP01 and SP02, and with the Comprehensive Plan.

The City of Boise PUD Submittal **REQUIREMENTS** include the following:

 6. Building Elevations Drawn to Scale Color photographs may be substituted for rendered elevation drawings when an **existing** structure is to undergo minor exterior alterations, and the photos depict the design materials/ colors of the new construction.

 7. Floor Plans drawn to scale with sizes and types of interior spaces indicated. Show the use and dimensions of each room. If remodeling is proposed, show existing and proposed conditions.

Why are these requirements omitted from the application??? Without these items it is impossible to determine what is being proposed. Furthermore the pictures submitted of homes in other neighborhoods are misleading and improper because those homes would not fit on the small lots of this development. Also, without elevations we cannot determine what the overall appearance of the development would be or what the slopes will be. Further, without floor plans there is no way to determine what is being proposed.

In any case the layout of the proposed project is incompatible with SP01 and SP02 and with the surrounding neighborhood. For example, the six residences on the very small lots (19-24) in the SE corner of the development display significant design deficiencies. First, there is no "30 foot defensible perimeter" bordering the undeveloped Dallas Harris Estates property adjacent to the property. Three of the lot sizes are 27x58 ft and three are 27x60 ft. These are adjacent to much larger lots with no transition. The Private Lane is 24 ft wide, making it extremely difficult for vehicles to enter and exit their garages, especially for lots 21 and 22 [This

situation also exists for all the lots on the southern part of the property where the street width is 24 ft]. A better design could be found!

The proposed design includes many safety issues. These safety issues include potential fire hazards, safety issues for pedestrians (especially children), and internal traffic issues as well as significant hazards for vehicles that enter and leave the property during rush hours in the morning and afternoon. I witnessed the recent major fast-moving fire that came down to Warm Springs Avenue and Barber Drive from the foothills and fortunately did not jump those streets due to a last-minute change of wind direction. If such a fire happens again and should jump Warm Springs Avenue into the proposed project area, many of the residents would most likely be trapped and significant loss of life could result because of the inadequate design of the project.

In summary these applications should be DENIED. Perhaps the developers would then reevaluate the situation and propose a project that is compatible with the neighborhood and SP01 and SP02 and would deal with the safety and other issues. A better PLANNED design can be found!!!

Your consideration in this matter will be greatly appreciated.

Lynn D Russell
3615 E Warm Springs Avenue
Boise, ID 83716

Cody Riddle

From: David Scott <ddlscott@aol.com>
Sent: Friday, January 5, 2018 12:26 PM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01&SP02. The request for re-zone including PUD from A-1 to R-3-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow placement of houses 40% closer to streets to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan & SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan & SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Just to add another brief statement to the above. I am astounded that P&Z and the City Council continue to consider plans that so diminish the quality of life in Boise. Firstly, why would you even think that building to the density is appropriate in a neighborhood made up mostly of single family homes? How can you consider homes that have roads so narrow that no parking is allowed, either for residents or guests, and even the fire department would have difficultly getting through? May I remind you that in June 2016 we had a foothills fire right across the street that could have affected the existing homes had the winds been stronger and in a different direction. Anyone moving into a new resident here will have one or maybe two cars and will also want to have guests over. That is what most people do. Boise is a wonderful place to live and I hope that you will work to keep it that way. While we all understand that this sector of the city is ripe for more residents, it must be done carefully and properly. I hope you will deny the requests and ask that the developer prepare designs that are consistent with the existing plans rather than requiring waiver upon waiver.

Thanks for your consideration.

David L. Scott (Antelope Springs)
3437 E Parsnip Peak Drive
Boise, ID 83716

Cody Riddle

From: Michael Shaughnessy <mikeshaughnessy@hotmail.com>
Sent: Wednesday, January 3, 2018 9:37 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

To whom it may concern:

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01&SP02. The request for re-zone including PUD from A-1 to R-3-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow placement of houses 40% closer to streets to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan & SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan & SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

I am available for further discussion or comment at your convenience.

Thank you,

Mike Shaughnessy
5036 E. Sawmill Way
Boise, ID 83716
(208)401-4951

Cody Riddle

From: Lindsay Shedd <lindsay.e.shedd@gmail.com>
Sent: Wednesday, January 3, 2018 1:04 PM
To: Cody Riddle
Subject: [External] Concerns regarding CAR17-00026; PUD17-00029; SUB17-00052

Dear Cody,

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to **reduce lot sizes** within the requested zoning **by 35 to 50%** from Code. In addition, the applicant is requesting a waiver to allow **location of homes 40% closer to streets** to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal.

In addition, the design does present issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: road design and grade does not meet standards for fire truck access and turning radius; the narrow roads disallow or restrict on street parking; the design does not provide for 30 foot defensible perimeter bordering undeveloped land which is incredibly important given the wild fires we have had over the past years and location of this development in such close proximity to the foothills. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents.

This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Thank you for hearing the public's voice.

Sincerely,
Lindsay Shedd
Barber Valley resident

Cathy R. Silak 920 Warm Springs Ave. Boise ID 83712

Email: csilak@me.com

January 5, 2018

Re: Applications of Barber Hills Vista: CAR17-00026, PUD 17-00029, SUB 17-00052

Dear Commissioners:

Thank you to the Boise City Planning and Zoning Commission for the opportunity to provide comment on Barber Hills Vista's most recent development application.

This letter is in support of the P&Z Commission continuing to follow the Boise City Comprehensive Plan, which incorporates SPO1 and SPO2, and which guides approval of proposed developments in Barber Valley. The Plan prescribes the lowest density in the Barber Valley nearest the foothills with greater density housing development as the land approaches Park Center Boulevard.

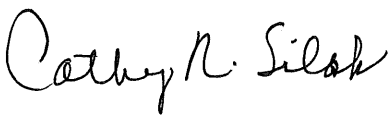
The Harris Ranch Development which is subject to SPO1 and SPO2 follows this land use pattern, and the roadways were designed in Harris Ranch partially due to the citizen participation in the planning process both with Boise City P&Z and City Council, as well as with the Ada County Highway District. Park Center as it heads northeast, north of the East Park Center Bridge, does not directly connect to Warm Springs Avenue. Neighborhood groups, including the East End Neighborhood Association, the Warm Springs Historic District Association, and the Warm Springs Estates Neighborhood Association, all gave testimony and participated with Boise City and ACHD to insure that the Harris Ranch residential and business traffic would as much as possible utilize Park Center Boulevard to access points west of Harris Ranch, including downtown with its major employers, educational institutions, retail, and cultural attractions. The impact of Harris Ranch development traffic on the two-lane historic Warm Springs Avenue and on the surrounding neighborhoods of the East End, Foothills East, and the Mesa, was to be mitigated due to the disconnection of Warm Springs Avenue and Park Center Blvd.

The Barber Hills Vista current proposal of 47 units will add at a minimum 10 vehicle trips per housing unit per day to the traffic load of Warm Springs Avenue. The only egress and ingress to BHV is Warm Springs Avenue. It is a safe assumption that many of these vehicles will turn left out of the BHV development and head westward toward downtown rather than taking Park Center Blvd. which is a longer route by mileage. Many of these vehicles will travel the length of Warm Springs Avenue to the Broadway intersection and then into downtown or other points westward.

Adding 470 vehicles to an already congested residential street will add a burden that the earlier planning of Harris Ranch with the Park Center-Warm Springs disconnect was designed to avoid. As shown by the estimate in the letter submitted by Joe and Celeste Miller, already approved developments which will add traffic to Warm Springs Avenue will total an additional 3,880 vehicle trips per day. If proposed developments including Barber Hills Vista are approved, they will add 640 vehicle trips per day, for a total of approved and proposed additional trips per day totaling 640.

The guidance of the Boise City Comprehensive plan should be followed by the Commission so that the additional traffic on Warm Springs Avenue will be mitigated to the extent possible, while allowing for development as contemplated by SPO1 and SPO2. I urge the Commissioners to reject the current proposal of Barber Hills Vista.

Sincerely yours,



Cathy R. Silak

Cody Riddle

From: Laura Simic <lauracsimic@gmail.com>
Sent: Wednesday, January 3, 2018 8:31 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow location of homes 40% closer to streets to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal.

In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal:
Road design and grade does not meet standards for fire truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30-foot defensible perimeter bordering undeveloped land.

Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents.

This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Thank you.

Laura Simic
Dallas Harris Estates
3968 E Hardesty St.
Sent from my iPad

Cody Riddle

From: msimmonds@gmail.com
Sent: Wednesday, January 3, 2018 1:08 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

Hi Cody,

I'm writing to oppose the recent submission by BHV, LLC for the 3555 Warm Springs project. It isn't consistent with SP01 or SP02 and therefore the precedent should be set that this, and any future development, must adhere to the specifications as set by the community.

-Marshall Simmonds
3907 E Barber Dr
Boise, Idaho
83716

Cody Riddle

From: Deborah David-Simonds <deborah.davidsimonds@gmail.com>
Sent: Thursday, January 4, 2018 4:55 AM
To: Cody Riddle
Subject: [External] Re: RE: CAR17-00026; PUD17-00029; SUB17-00052

This proposal for 47 single family homes on approximately 6 acres does not follow the lot size and density transition prescribed in SP01 and has several design issues raising safety questions

As a 35 year East End Boise Resident, I am still recommending that Planning & Zoning and the City Council of Boise deny the above applications as inconsistent with the Comprehensive Plan, SP01&SP02. The request for re-zone including PUD from A-1 to R-3-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. The waiver requested by the applicant to allow placement of houses 40% closer to streets is not appropriate. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan & SP01.nor is it compatible with existing, surrounding homes. Please consider what the Boise Fire Department says! "The Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents." This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan & SP01; Is consistent and compatible with the surrounding neighborhoods. Public safety MUST BE THE PRIORITY! Sincerely, Deborah David-Simonds 2745 Starlington Dr. Boise, ID. 83712

Many Thanks for your continued support in this effort!
Leslie Wright
Jan Satterwhite
EastBoiseConcernedCitizens@gmail.com

Annexation Application # CAR17-00026
http://pdsonline.cityofboise.org/pdsonline/details.aspx?id=CAR17-00026

PUD Rezone #PUD17-00029
http://pdsonline.cityofboise.org/pdsonline/details.aspx?id=PUD17-00029

Subdivision #SUB17-00052
http://pdsonline.cityofboise.org/pdsonline/details.aspx?id=SUB17-00052

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Deborah David-Simonds

Cody Riddle

From: Kathy Spangler <kebspangler@gmail.com>
Sent: Wednesday, January 3, 2018 2:57 PM
To: Cody Riddle
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

Dear Mr. Riddle,

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes*** within the requested zoning ***by 35 to 50%*** from Code. In addition, the applicant is requesting a waiver to allow ***location of homes 40% closer to streets*** to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does present issues related to public safety, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and lack of safe walkways for children walking to school compromise the welfare of all residents.
This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01, is consistent and compatible with the surrounding neighborhoods and above all, preserves public safety and welfare!

Respectfully,

Kathy Spangler

Sent from Mail for Windows 10

Cody Riddle

From: Andrew Van Hise <avh247@gmail.com>
Sent: Thursday, January 4, 2018 7:57 PM
To: Cody Riddle
Cc: East Boise Concerned Citizens; Jan Satterwhite
Subject: [External] RE: CAR17-00026; PUD17-00029; SUB17-00052

To City Council of Boise and Planning & Zoning Commission:

I am writing to ask that you deny the applications (CAR17-00026; PUD17-00029; SUB17-00052) for many reasons including:

- That the requests to rezone including PUD from A-1 to R-3-DA are inconsistent with the Comprehensive Plan, SP01&SP02
- That housing of the proposed density in this location is not supported by adequate access into and out of the property by vehicular and particularly by pedestrian traffic.
    - Pedestrians wishing to walk to the schools, businesses and public transportation of the local community would be given the choice to first walk uphill in the wrong direction all the way to Warm Springs or else to trespass from the property's southeast corner across private land. [Note: the developer has brazenly built into his plan a road to this corner that would, by design or effect, encourage trespass.]
    - Warm Springs is one of just two or three traffic arteries to carry traffic into and out of the large scale developments planned for in SP01 & SP02
        - it is the sole route to downtown that does not cross the Boise River which has flooded in very recent history.
        - The location of access into and out of this property is at a choke point of the Warm Springs artery
        - to place a traffic control at this location would bog down traffic and to not implement a traffic control would be worse.
        - No traffic study done to date has taken into consideration the volume of development completed in the last year or planned but yet to be built.
- That within the proposed development the narrow alley-width streets create safety as well as aesthetic concerns
    - with narrow lanes the property will take longer absorb arriving and departing traffic which will spill over to Warm Springs at rush hour.
    - the narrow roads on the property create a safety hazard as recognized by the Boise Fire Department
- That a development of this density, format and layout anticipates a higher number of vehicles per square foot of property, yet
    - the narrow units will by necessity be built with less garage space than nearby dwelling units, and
    - the virtual lack of street parking within the development will all but guarantee spillover parking to the negative impact of adjacent neighborhoods.

Please consider us to be interested parties to this and future proposals to rezone and develop this property.

Thank you for your consideration,

Andrew F. Van Hise & Emily Sieracki Van Hise

Cody Riddle

From: Gary Veasy <veasy@mac.com>
Sent: Thursday, January 4, 2018 9:14 AM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052 comments

I hereby ask the Boise Planning & Zoning and City Council to deny the above applications on the ground that they are inconsistent with the Comprehensive Plan, SP01&SP02.

The request for re-zone including PUD from A-1 to R-3-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow placement of houses 40% closer to streets to accommodate a very compact design. This design and density is inconsistent with the larger lots designated for this area in the land use map of the Comprehensive Plan & SP01.

The application also does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal.

In addition, the design presents issues related to public safety, convenience and general welfare as noted in the Boise Fire Department review comments. Also, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes provide for an inferior project *that is not appropriate for **this** site.*

This design proposal, *again on their second attempt*, does not meet the code requirements for re-zone and all applications should be DENIED unless the developer comes up with a design that 1) follows the Comprehensive Plan & SP01, 2) Is consistent and compatible with the surrounding neighborhoods, and 3) preserves public safety and welfare.

Thank you for your consideration.

Gary Veasy
4150 Macbeth Ave

Cody Riddle

From: Donna Burns <wwidahodonna@yahoo.com>
Sent: Sunday, January 7, 2018 10:46 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

To: **Cody Riddle criddle@cityofboise.org**
RE: **CAR17-00026; PUD17-00029; SUB17-00052**

As concerned citizens, we are asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to ***reduce lot sizes*** *within the requested zoning* ***by 35 to 50%*** *from Code.*

In addition, the applicant is requesting a waiver to allow ***location of homes 40% closer to streets*** *to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan and SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates, previously approved Privada development, pending Pheasant Hills proposal, or the Warm Springs Mesa which is in close proximity of all these developments.*

The design presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius which are required and necessary given the extreme fire danger of the foothill location of the project. The narrow roads disallow or restrict on street parking. The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents.

Lastly, this design impinges on the safety of wildlife passing through the subdivision to access the Boise River and the natural resources of the wet lands nearby.

This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all preserves public safety and welfare!

Donna Burns

President Warm Springs Mesa Neighborhood Association

Cody Riddle

From: pete white <whitepete@cableone.net>
Sent: Wednesday, January 3, 2018 5:49 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

RE: CAR17-00026; PUD17-00029; SUB17-00052

As a concerned citizen, I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01&SP02. The request for re-zone including PUD from A-1 to R-3-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow placement of houses 40% closer to streets to accommodate a very compressed design. This design and density is inconsistent with the large lots designated for this area in the land use map of the Comprehensive Plan & SP01. It does not transition density nor is it compatible with the surrounding homes on Barber Drive, Antelope Springs, Dallas Harris Estates and the previously approved Privada development and pending Pheasant Hills proposal. In addition, the design does presents issues related to PUBLIC SAFETY, convenience and general welfare. The following were all noted by the Boise Fire Department in reviewing the proposal: Road design and grade does not meet standards for Fire Truck access and turning radius; The narrow roads disallow or restrict on street parking; The design does not provide for 30 foot defensible perimeter bordering undeveloped land. Lastly, the road grade, single egress road, narrow alleys and lack of connectivity to bike lanes, the green belt and LACK OF SAFE PATHWAYS FOR CHILDREN WALKING TO SCHOOL compromises the welfare of all residents. This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan & SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

This developer really has it all wrong for Barber Valley.

pete White
Former RENA President

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January 6, 2018

Via E-Mail (criddle@cityofboise.org)

City of Boise Planning and Development Service
150 N. Capitol Blvd.
Boise, Idaho 83702

Re: Barber Hill Vistas CAR17-00026, PUD17-00029, SUB17-00052
Subject Property: 3052, 3547, 3555 E. Warm Springs Ave. Boise, ID 83716

Dear P&Z Commissioners:

After extensively evaluating the current plans proposed, we would like to offer the following commentary and remarks regarding what is now in front of all of us for consideration and decision. From a high-level view, the details may not be so obvious. But when looking deeper, one can readily see the issues that remain with the current plans.

We are asking that you consider carefully the implications of the proposed design, and do not compromise or give into a poor-quality design approach (one that has not been well thought-out, and nor specifically planned to take advantage of the view shed, natural topography and open space, as part of the Barber Valley Goals, **BV-CCN 1** and **BV-CCN 2,** for the area) considering such a premier site. The current plan, as proposed, will severely compromise in perpetuity such a highly visible gateway location, as seen throughout the Barber Valley.

Figure 1 is the current proposed site plan (top-down view), it illustrates the streetscape of front-loaded garage-dominated patio home design due to the proposed small patio home lot sizes. 43 out of 47 proposed homes are patio homes, the 4 remaining are single-family homes.



Figure 1 – Site Plan exposes patio home designs with front-loaded garage-dominant streetscape

Let's Put the Proposed Density into True Perspective *(Gross Density vs. Net Effective Density)*

The Project exceeds the surrounding density significantly. To illustrate, refer to Figure 2 below. As the density lays out on the proposed site plan, the **gross density** of the site is **5.4 units per acre** (47 units on 8.65 acres), as *shown in green outline* below. However, the effective density *is much higher* because the 8.65 acres includes 2.8 acres for wetlands, a wildlife corridor and defensible space, as well as 0.38 acres within the Warm Springs right-of-way. This 3.18-acre total unusable area was never considered developable anyway.

Removing the undevelopable area, the **net effective density** is **8.6 units per acre** (47 units on 5.47 acres), as *shown in blue outline*. To put this in true perspective, the *as-built* housing density (of 8.6 du/acre) will be significantly compressed (**greater than R-1C zone standards**). This level of density, combined with the access restrictions and significant slopes on the site, will create a ragged transition and a poorly designed project that make the proposed project unrecognizable compared to neighboring properties, which are at a maximum of 3.5 du/ac. We all understand that density (from a land-use calculation perspective) is not looked at in this way by developers and Planning and Zoning, but it certainly puts the as-built density into true perspective – and effectively demonstrates that the density will be compressed and out of character compared to the surrounding area.

This abrupt density transition is a **60% increase in density** relative to the adjacent neighbors, and this is not acceptable, or reasonable nor compatible with SP01 policy (for planned density for the SP01/non-SP01 areas).

To summarize: the applicant is **asking for up to 50% reduction in R-2** lot dimension standards **yielding a 60% increase in density** relative to the surrounding area, while **only contributing 37% of the total site size to open space**. These numbers appear completely out of balance for a realistic PUD application consideration.



Figure 2 – Proposed Site Plan: Comparison of Gross Density vs. Net Effective Density

Figure 3 below illustrates a simple concept of the proposed two-story patio home elevations, as seen from ParkCenter Blvd, looking towards the site. Shown is the lowest tier (of 14 patio homes) located immediately above the wetlands. There will be a massive run of engineered retaining wall across the entire rear side, to transition this tier of patio home grade to the wetlands. Note that each patio home will be **no more than 6 feet apart** (with proposed 3-foot side setback). The as-built effect is unmistakably **crowded and dense**. With a **predominant wall of patio homes** spanning the entire view shed as seen from Parkcenter Blvd, this view is certainly considered unattractive and does not represent the character, the quality, nor the density of the surrounding neighborhood.

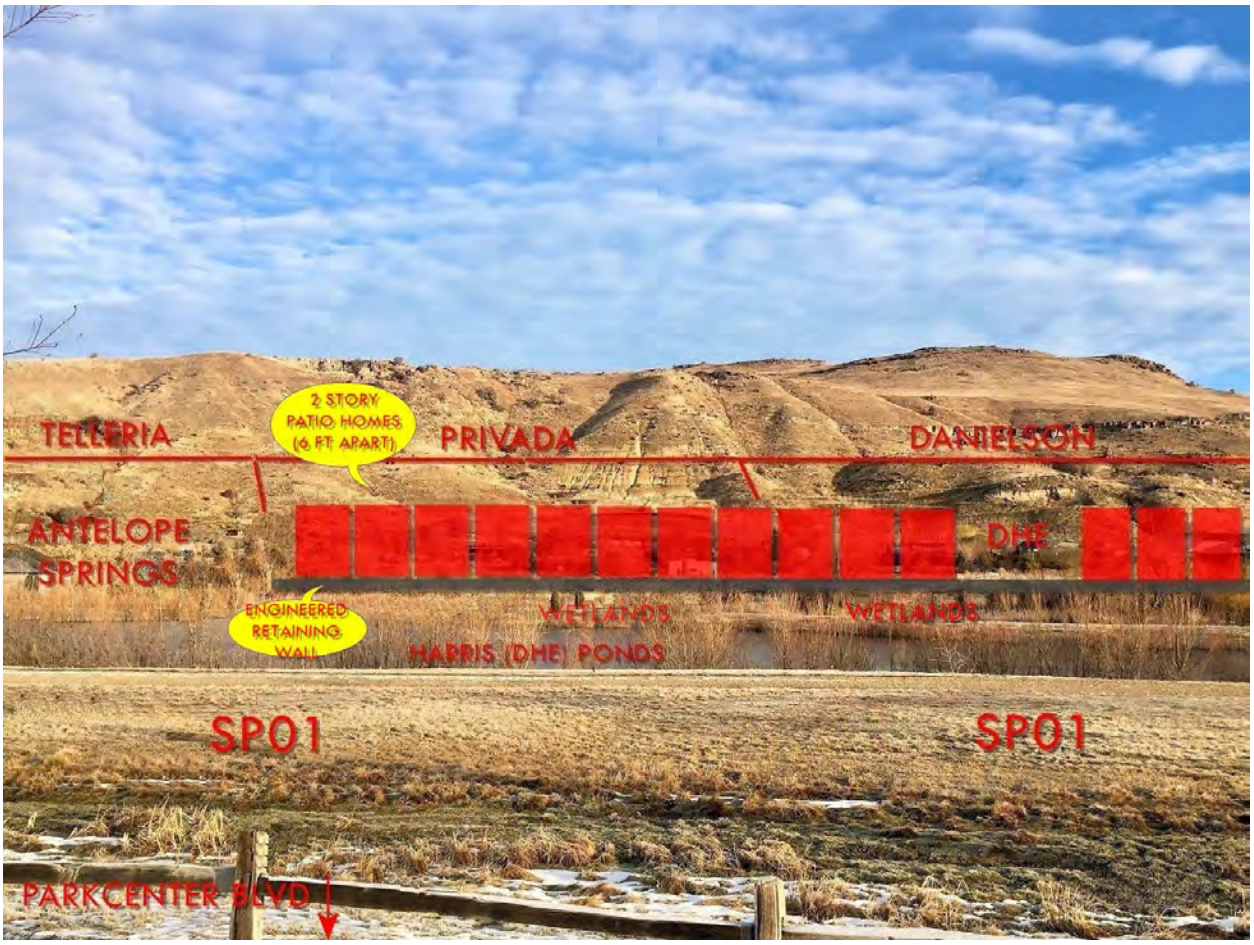


Figure 3 – Lowest Tier of Patio Homes Concept Drawing (each 2-story patio home is 6 feet apart)

When the additional rows of patio homes are added beyond the lowest tier (for the 1st and 2nd tier), the effect of crowdedness is further exaggerated, and further erodes the precious view shed, as seen from Parkcenter Blvd. This is not the design intent when SP01 was put into place.

Now is the Time to Get the Plan Design Right – to align with the site potential

Please note not one neighbor is against developing the site. Many neighbors actually look forward to it in anticipation rather than the property deteriorating in the condition that it is now. The current condition of the property is of great concern to the neighbors, and places risk to the neighborhood. However, the current design (as proposed) **still lacks the real hallmark of an outstanding site design**. It is considered nothing more than ordinary, and certainly not unique is any meaningful way.

At this stage of the Planning and Zoning development application process (*into the 2nd year* of deliberations with the City and neighbors, considering the 1st round of application inquiries started in January 2017 with P&Z staff), now is the time to get it right! As suggested by neighbors throughout the recent charrettes between neighbors and the developer, a **few critical changes would go a long way** into turning the project into one of the most premier neighborhoods in the Barber Valley! And certainly, the quality of neighborhood that all neighbors and the City would be proud of.

The most important quality of the Site has been ignored: the view shed

The afforded view shed, especially as seen from (1) the north side, along Warm Springs Avenue, and (2) from the south, as seen from ParkCenter Blvd has not been appropriately designed for. As illustrated in Figure 4 below, is an alternative plan layout (in concept) which capitalizes on the southerly view shed as seen from the majority of the lots. The alternative suggests 30 units total. The **gross density** of the Project is **3.46 units per acre** (30 units on 8.65 acres), comprised of 11 single-family home lots, 19 patio home lots. The **net effective density is 5.48 units per acre** (30 units on 5.47 acres). This alternative seems more reasonable.

The alternative plan **introduces key elements that are missing**, and that would make it an outstanding design to realize the full potential of the site:

- More Open Space (as a public amenity and more space for wildlife within the community)
- Clustered Blocks of Homes (create more open space)
- Single-Family Homes along the perimeter (proper density transition)
- Tree-Lined Public Pedestrian Boulevard (spanning north to south) leading to a Community Pocket Park(an incredible community and public amenity)
- Multiple Pedestrian/Bike-Pathway access (from interior) leading to Wetlands area
- Multiple wildlife exit points along the southern boundary of the site

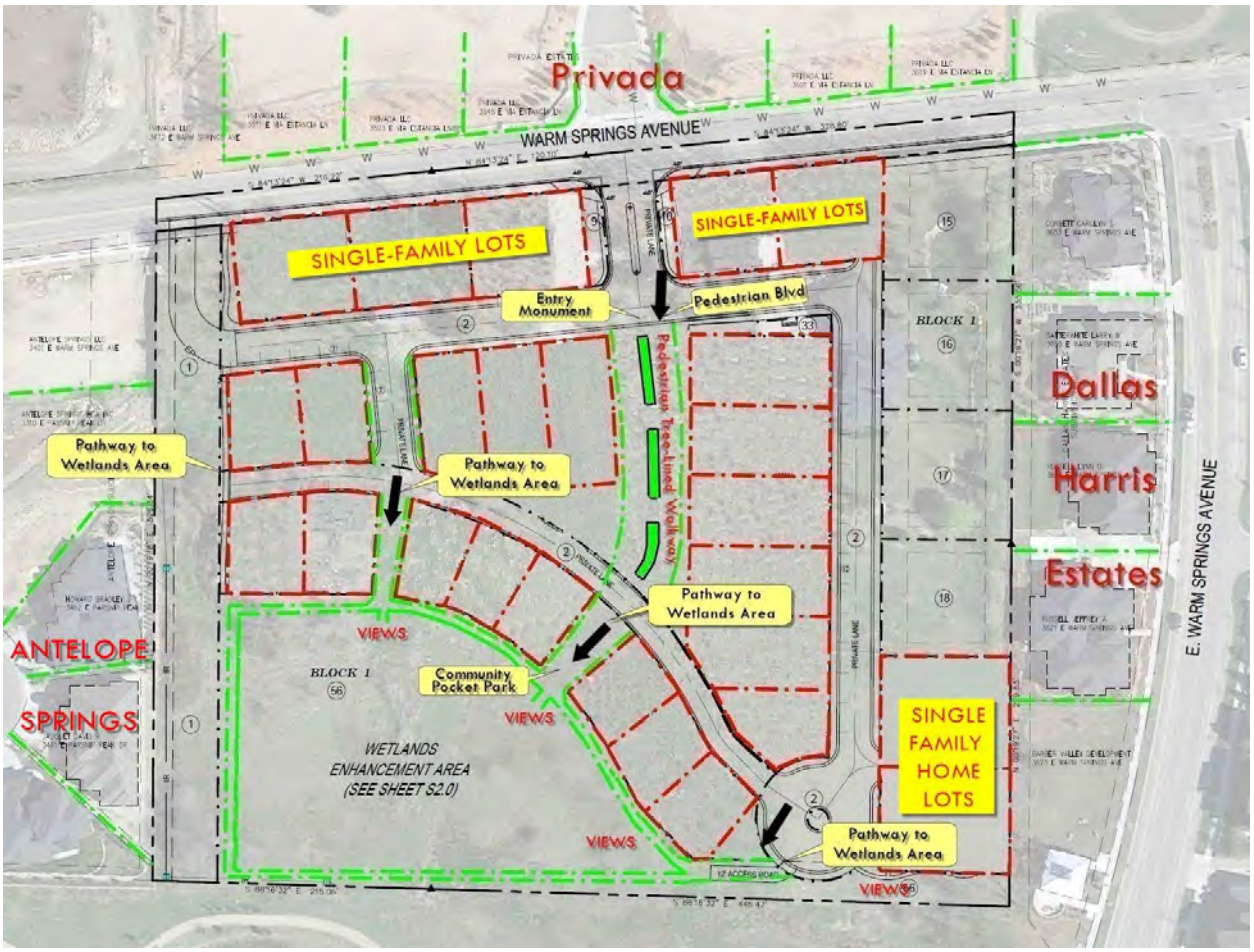


Figure 4 – Alternative Site Design (30 du total)

To bring the alternative plan proposed into view-shed perspective, Figure 5 below shows the new concept, which is very open, clusters patio homes together, provides for a community pocket park and multiple ways to access the wetlands below. Now this is design says “Wow!”

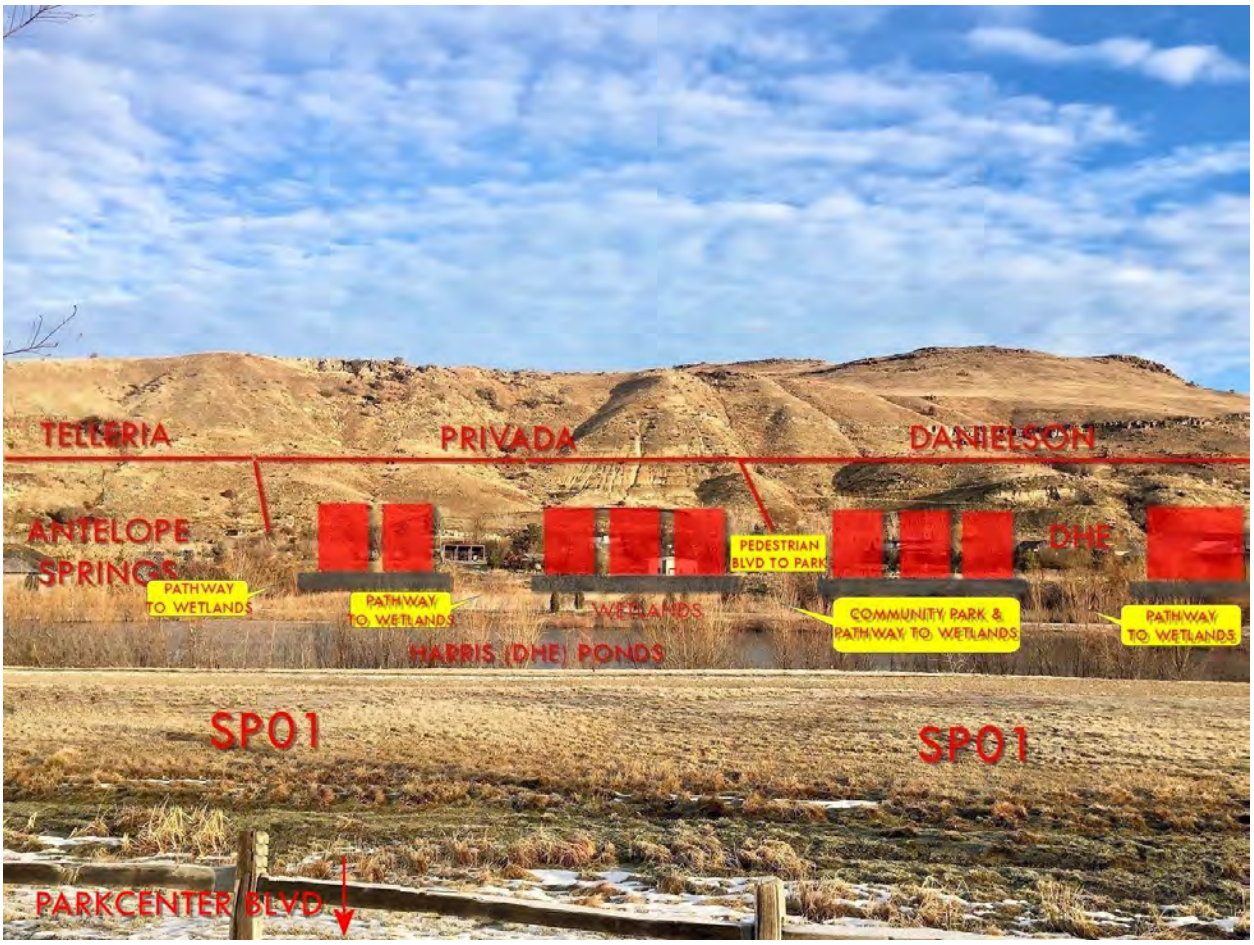


Figure 5 – Lowest Tier of Patio Homes Concept Drawing (alternative) with open view shed

Bring the Site Design into Balance with the Surrounding Neighborhood

To achieve the best design, and to bring the overall site design (and density) into compliance with the adjacent neighboring properties on all 3 sides, and to do justice to the level of project design that is needed for this special location, we respectfully suggest the following for your consideration:

Patio Home Lots *(referencing R-2 dimensional standards for residential districts):*

- Conform to at least **R-2 lot sizes** (minimum 5,000 sf interior lots, 7,000 sf corner lots)
- Conform to at least **R-2 average lot widths** (minimum 50 feet interior, 70 feet exterior)
- Conform to at least **R-2 set-backs** (front/side street: 20 feet, side: 5 feet, rear: 15 feet)
- Minimize front-loaded garage-dominated patio home designs as much as possible
- Minimize housing roof pitch (to no greater than 3:12) to reduce each home silhouette, as seen from surrounding skyline

Site-Specific (account for **BV-CCN 1 and BV-CCN 2 goals**: address **preserving scenic view shed**, **natural features** and **terraced topography**):

- Concentrate patio home density into the interior of the site.
- Introduce side-loading garage and shared driveway designs throughout the site. Driveways shared between lots to reduce amount of exposed driveway surface (to the street) – this would allow for on-driveway parking, instead of crowding narrow private streets and alleys. A **side-loaded garage setback (for a single-family home) could then be 15'**, instead 20' from the back of curb.
- Introduce single-family homes along Warm Springs Avenue and at the southeast corner of the site**, with similar lot sizes** as proposed single-family home lots (lots 15-18). Approximate lot size for lots 15-18 are 0.22 acres (100 ft. x 100 ft. in dimension).
- Conform to established **SP01-defined density transition** with the adjacent properties (2.0 du/ac for DHE to the East, 1.4 du/acre for Privada to the North, 3 du/acre for Antelope Springs to the West)
- Reduce forced flat-lot terracing throughout the site (limit the visibility of retaining walls to 4 feet exposed height or less).
- Remove retaining wall along Warm Springs Avenue. Introduce wrought-iron fencing (for pedestrian safety along WSA sidewalk) and redesign for sloped lots along Warm Springs Avenue (this would be become rear-yards along WSA for single-family home lots instead).
- Tie Development Agreement between Applicant and the City, for a site design no greater 3.5 du/acre) – a comparable measure of the true density of the surrounding area.
- Require **final recorded plat to identify the minimum footprint size for each lot** (identified on the plat map itself) – this will insure lot sizes are upheld.

Conclusion

We wish for this site to be developed appropriately respectful to the land itself, and to provide *meaningful* value to the neighborhood, and, importantly not take away from the existing neighbors, considering its key location, and proximity to neighbors that truly care.

It would appear on the surface that everyone is mostly concerned about one thing: density. While density is very important, bringing forth the best site plan, one that truly benefits the neighborhood, not just the developer, is equally important to us and our neighbors. The **irony regarding density** on this project is if the motivation for developing the subject property was to utilize good land-use planning and project design principals and factored in the considerations mentioned above, the **optimal density** would easily fall into place, to achieve the greatest potential of this deserving site. If we were developing this site (since we are developers in the area), this is how we would approach the site design from the very beginning knowing just how important it is to our neighbors.

Best design is always viewed as subjective. But amenities (and therefore, tangible benefits) are objective and concrete. We ask that you please consider the recommendations we have thoughtfully suggested. Until this level of site design can be properly achieved, we cannot endorse the proposed plan as is, and respectfully request that you deny the current applications.

We look forward to speaking with you on January 16th, 2018. Thank you once again for your consideration.

Sincerely,

Jeff Wright

2654 Mesa Verde Ct.
Boise, ID 83712

Leslie Wright

2654 Mesa Verde Ct.
Boise, ID 83712

Cody Riddle

From: Jon Wright <jonsarawright@msn.com>
Sent: Wednesday, January 3, 2018 3:16 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

After having lived in a neighborhood with narrow private streets, no on street parking, and lack of adequate sidewalks I am asking Planning & Zoning and the City Council of Boise to deny the above applications as inconsistent with the Comprehensive Plan, SP01 & SP02. The request for re-zone including PUD from A-1 to R-2-DA includes requests for waivers to reduce lot sizes within the requested zoning by 35 to 50% from Code. In addition, the applicant is requesting a waiver to allow location of homes 40% closer to streets to accommodate a very compressed design. In our last subdivision large trucks had difficult times navigating our narrow streets. The private lanes indicated on the site map will restrict on street parking and makes pedestrian access difficult and compromises the welfare of the residents. Single family homes similar to Antelope Springs would be a better fit for those six acres. Cramming 47 homes onto six acres doesn't follow the same design layouts of the surrounding area.

This design proposal does not meet the code requirements for re-zone and all applications should be DENIED until the developer comes up with a design that follows the Comprehensive Plan and SP01; Is consistent and compatible with the surrounding neighborhoods and above all, PRESERVES PUBLIC SAFETY AND WELFARE!

Thank you,

Jon Wright
Dallas Harris Estates Resident

PLANNING AND DEVELOPMENT SERVICES
MAYOR: David H. Bieter | DIRECTOR: Derick O'Neill

MEMO

LATE TESTIMONY FROM 1/16/18 HEARING

TO: Planning and Zoning Commission

FROM: Cody Riddle-Manager, Current Planning

HEARING DATE: January 16, 2018

RE: CAR17-00026, PUD17-00029, & SUB17-00052

Background

The applicant is requesting to rezone 8.65 acres located at 3555 E. Warm Springs Avenue from A-1 (Open Lands, Park) to R-2D/DA (Medium Density Residential with Design Review and a Development Agreement). There is an associated request for a conditional use permit for a planned residential development comprised of 47 detached single family homes, and a preliminary plat for a subdivision that includes 47 buildable and 10 common lots.

Required Action

The attached documents were received after publication of the original report but prior to the deadline of 5:00 pm on January 11, 2018. They should be included in the Commission's record.

January 8, 2018

Cody Riddle
Manager, Current Planning
City of Boise
150 N Capitol Blvd
Boise, ID 83702
CRiddle@cityofboise.org

Submitted Via Email

RE: Barber Hill Vistas CAR17-00026, PUD17-00029, SUB17-00052
Subject Property: 3052, 3547, 3555 E. Warm Springs Ave. Boise, ID 83716

Dear Mr. Riddle and P&Z Commissioners:

The East End Neighborhood Association opposes the approval of this project because existing zoning would only allow substantially fewer (about half by our rough estimate) than the 47 proposed homes on this site, and the traffic impact of allowing double that number is inconsistent with the comprehensive plan/Blueprint Boise goals for preservation of historic sites, namely Warm Springs Historic District and the National Register homes in it.

With the only exit and entry for the proposed project being located on Warm Springs Ave, it is very likely that the residents of the proposed project will use Warm Springs Ave for westbound travel into Downtown as opposed to Parkcenter Blvd. As we have stated before, the East End Neighborhood Association does not support permanently closing Warm Springs Ave near Warm Springs Mesa or at other locations east of the M&W Market. Other calming and redirect solutions, including trip capture in Barber Valley

and Harris Ranch need to be intelligently explored, funded and executed by developers and their developments in that area.

EENA therefore opposes the development at the number of homes proposed (47); although EENA would not oppose a significantly smaller number, and respectfully ask the Commission to deny the applications.

Very Respectfully,

Brittney Scigliano

Brittney Scigliano
EENA President

January 11, 2018

East Boise Concerned Citizens
967 E Parkcenter Blvd, Suite 100
Boise, Idaho 83706

Via E-Mail (criddle@cityofboise.org)

City of Boise Planning and Development Service
Planning and Zoning Commissioners
150 N. Capitol Blvd.
Boise, Idaho 83702

Re: Barber Hill Vistas CAR17-00026, PUD17-00029, SUB17-00052
Subject Property: 3052, 3547, 3555 E. Warm Springs Ave. Boise, ID 83716

Dear P&Z Commissioners:

Per prior correspondence, this letter addresses applications submitted to the City of Boise Planning and Zoning on and after November 28th, 2017. This group response reflects a brief and consolidated summary from **East Boise Concerned Citizens** ("EBCC"), a volunteer group of *over 80 residents* living the Barber Valley and East Boise area, who were very active throughout the prior application (for 125-unit development proposal on the Property in 2017, recall PUD17-00007, CAR17-00004). This response supplements and summarizes many individual neighbor responses that were submitted earlier regarding this application. We respectfully request consideration for the voice of many Barber Valley and East Boise citizens, contemplated as follows:

We would like to applaud the on-going efforts of Planning and Zoning Current Planning Staff, led by **Cody Riddle**, for the outstanding work regarding the latest applications, now going into the 2nd year of deliberations at the P&Z level over proposed development plans on the Property. In addition, EBCC and the neighbors wish to acknowledge and express sincere gratitude to the **BVNA Board President** for graciously coordinating the city-suggested charrettes, and for other **Board Members** who have done an outstanding job volunteering their time to host the charrettes in a civil and neighborly manner. We would also like to extend a 'thank you' to the Applicant for agreeing to participate in the charrettes, though conducted under duress. Throughout the charrettes, the neighbors repeatedly expressed positive encouragement to the Applicant of how far along the site design has come since previous applications for the 125-unit proposal, and that the site design efforts were *absolutely progressing* in the right direction, but fundamentally the top-level message remains the same as before:

The **plan as proposed is still not compatible with the surrounding development** *and* the **immediate neighborhood**, as outlined in the Comprehensive Plan. This unanimous conclusion, same as before, has resulted in **no supportive endorsement** of the proposed plan **from any neighbor** nor the **Barber Valley Neighborhood Association (BNVA)**.

As articulated by Council President Elaine Clegg at the August 29th, 2017 hearing (from the previous applications) regarding remaining Barber Valley orphan parcels, **there is an obvious gap in planning for non-SP01/SP02 parcels** – that continue to exasperate neighbors, frustrate the BVNA and other nearby NAs, as well as developers and land owners. As suggested by Council President Elaine Clegg at this prior hearing, a **working group needs to**

be established to proactively address compliance with SP01/SP02 for remaining outlier parcels. We would like to request that this work group be followed up on immediately, and that the focus starts with this Property first. Other applications from other outlier parcels are eminent in the very near future (Pheasant Lane Estates and Finis Terra). Otherwise, there will always be a *subjective bias of compliance* with "policy", and this tilts in favor of a developer. This bias has not served well with our community, and has eroded public confidence in our elected officials. **Any orphan parcel development must be upheld to the same high standard of SP01/SP02 compliance.**

As with the latest application(s), once again we encourage Planning and Zoning Commission and the City Council to stay consistent, and to **require the use of SP01/SP02 as *the* policy basis for acceptable development** on all adjacent and nearby land parcels outside of SP01/SP02, which includes this Property.

We have reviewed the recent Planning and Zoning Staff Report, published on January 8th, 2018. We are disappointed that Planning and Zoning Staff Report recommended: Approval with Conditions. The Conditions sited are not enough and stated largely in terms of general compliance. The **Report did not take public submitted testimony into consideration**, and **did not adequately address neighborhood concern and opposition to this project**. It appears to be constructed as a point-for-point rebuttal of neighborhood correspondence.

We acknowledge the Staff Report upholds that the latest applications comply with planning criteria in general, and ultimately that the City is not responsible for insuring a great design that the neighborhood would endorse. However, outside of a great design, as stated in each of our individual-submitted testimonies, we affirm the latest applications **still do not comply with the specific policies outlined in SP01/SP02**. Compliance may be subject to *interpretation of criteria by both Planning and Zoning Staff, the neighbors and the Applicant*. It is in this spirit, we would like to offer our commentary *on adherence to criteria* below for Commissioner consideration relative to the Staff Report prior to the Hearing.

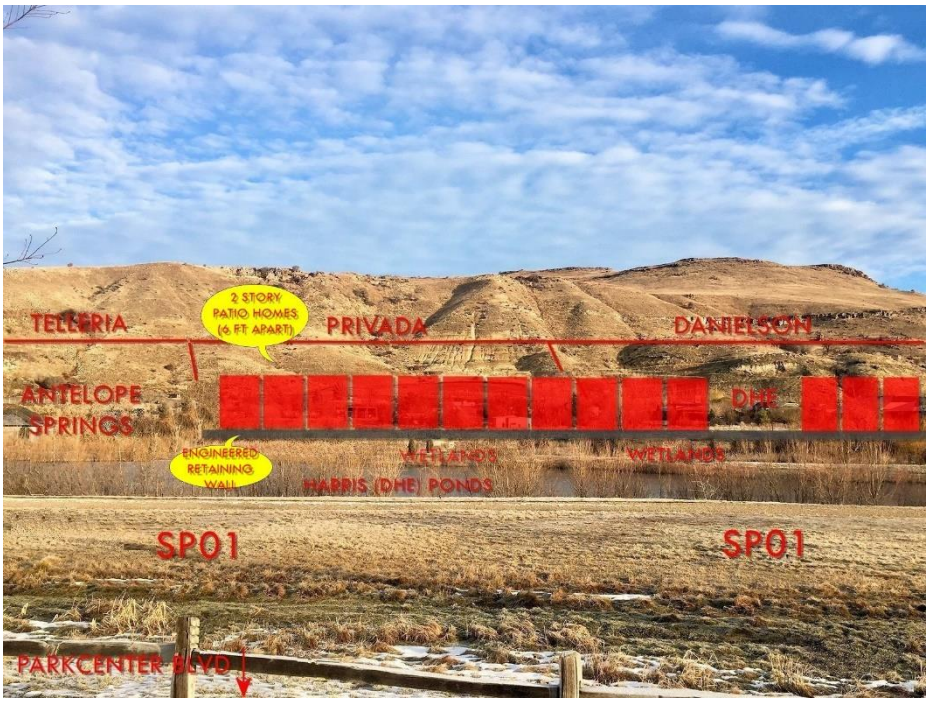
<u>Regarding the Development Agreement:</u>

The Report has ignored all detailed feedback of many competent neighbors and individuals who are concerned about this Project. The proposed plan is still designed to maximize density – as the primary Applicant goal for the Property.

The **resulting Project density is misleading**. The P&Z-provided Development Agreement template **limits to 5.4 units/acre** using the gross density (8.65 acres), **which is greater than R-1B zone standards** (of 4.8 units/acre). Please note that **5.4 units/acre is greater density than any adjacent neighboring property**.

To emphasize the Project density further, considering only the usable portion of the property is 5.47 acres (factoring out wetlands, wildlife corridor, and Warm Springs Avenue right-of-way, totaling 3.18 acres of non-developable area), the effective (or as-built) **net density is 8.6 du/acre (which is greater than R-1C zone standards**) – neither density is in alignment with any of the immediate surrounding properties.

The Project Density will end up looking something like this, with narrow patio homes **6 feet apart**, facing the wetlands and Parkcenter Blvd.



In addition, the site plan proposed **does not provide for transitional lot sizes** nor **comparable setbacks** *with all immediate surrounding properties* (e.g., the density proposed along Warm Springs Avenue **does not transition well** with Privada to the north, nor with Dallas Harris Estates (Harris Ranch) in the southeast corner of the site). More work needs to be done to **address better density transition** from these properties, and from the exterior to the interior of the project.

<u>Regarding the Rezone - the density of the area has already been established and should be honored:</u>

Goal NAC 7 and **Principle NAC7.1** promotes diversity in housing. It goes without saying this level of housing diversity clearly already exists in Harris Ranch, especially near the Property. **The neighborhood already addresses diversity in housing, well-planned through SP01**. Many patio homes exist nearby (or are under construction, or planned) adjacent to the Property. SP01, by design, intentionally planned for lower density housing feathered towards the Foothills. **The proposed plan does not adhere to feathered density**, as contemplated in the SP01 zoning land-use map (shown below).



Also, **BV-CNN 3.1** suggests properties outside the boundaries of SP01 should rely on these documents for general policy guidance. **The proposed plan does not adhere to these policies on a micro-level.**

We agree the rezone is in the best interest of the public, and we welcome in anticipation the residential development of the Property. The proposed plans **should adhere to a rezone that is in direct compliance with the density of the immediate surrounding properties,** and **should be no greater than 3.5 units/acre,** as reiterated before, and illustrated in the graphic above**.**

<u>Regarding the Planned Unit Development:</u>

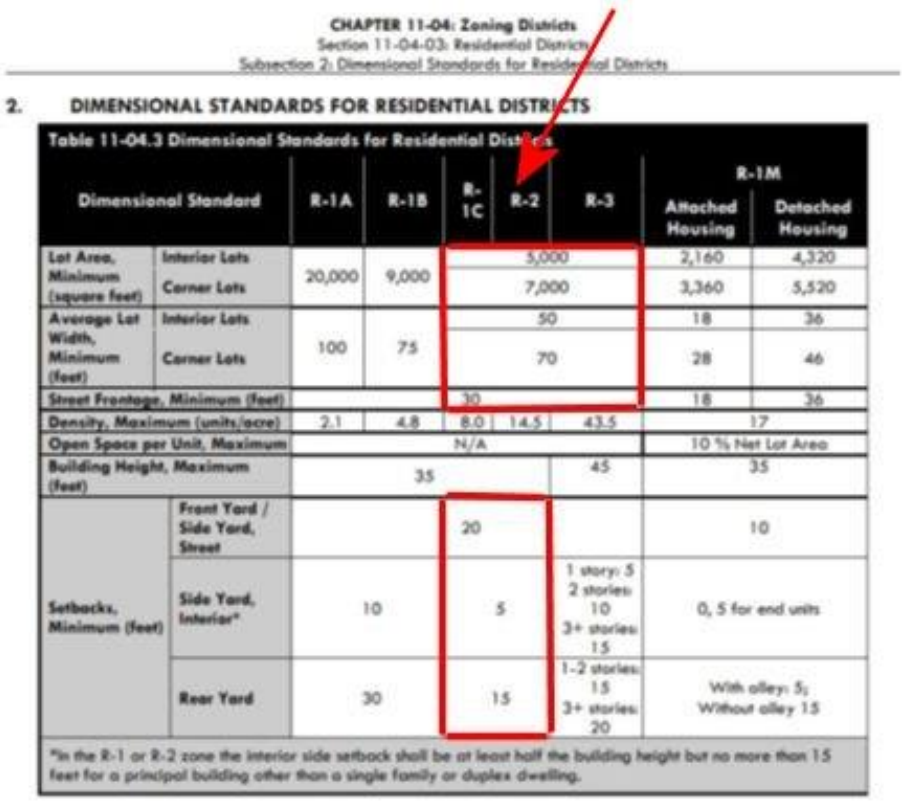
The neighbors have repeatedly and emphatically stated that **the development is not consistent nor compatible with the immediate and surrounding neighborhood**, which is comprised of larger homes on larger lots. Again, a wide diversity in housing types already exists only 1-2 blocks away of single family, patio homes, carriage homes and townhouses. Granted, the identical housing uses are the same, but the type and mass of housing proposed (90% patio homes in such a concentrated area) are not conceivably consistent at with the adjacent housing in any manner what so ever.

The site is <u>not</u> large enough to accommodate the project **without adversely impacting other properties**.

The proposed plan **does not uphold the general policies** specific to the Barber Valley Planning Area, as follows:

- It **does not** preserve neighborhood character (NAC 3, NAC 3.1, NAC 7 and GDP N.3) – relative to the immediate surrounding housing.
- It **does not** encourage connectivity nor an integrated network of open space (GDP N.1 and GDP N.2) – there is no planned connectivity in the proposed site plan.
- It **does not** promote clustered development as a way to preserve natural features (GDP N.8, GDP N.10, SHCC 12 & SHCC 12.1). The development is not clustered to the northern area of the project, this is simply the only developable area on the Property in the first place. The **lot/block pattern proposed (rows of front-loaded patio homes) is not a good design approach to address clustered development**.

- The project **is not consistent** with policy adherence of Harris Ranch and the Barber Valley Specific Plans, as required by **BV-CNN 3.1**.
- The design **is not consistent** with specific Barber Valley policies (**BV-CCN 1** and **BV-CCN 2)** where the emphasis is placed on context sensitive development (site design that takes advantage of the **view shed**, the **natural topography** and provides **open space other than the wetlands** *(which was realistically developable*).
- Lastly, thru the PUD application, the Applicant is asking for **major nonconformity from requested R-2 zone** standard criteria:
    - **requesting over 50% reduction in many R-2 zone standard criteria**, while only **providing 37% of the site to open space**.
    - **Proposed patio home lot sizes** range from **2,343 - 3,420 square feet**. R-2 minimum lot sizes are **5,000 sf (interior), 7,000 sf (corner) lots**
    - **Proposed patio home lot widths** range from **33 – 45 feet.** R-2 minimum width **is 50 feet (interior), 70 feet (corner) lots**
    - **Proposed patio home setbacks** deviate from R-2 minimum setback standards:
        - **front/side setback** (along street) range from **3 – 5 feet**. Standard is **20 feet**.
        - **rear setback** ranges from **5 – 15 feet**. Standard is **15 feet**.



CHAPTER 11-04: Zoning Districts
Section 11-04-03: Residential Districts
Subsection 2: Dimensional Standards for Residential Districts

2. DIMENSIONAL STANDARDS FOR RESIDENTIAL DISTRICTS

Table 11-04.3 Dimensional Standards for Residential Districts

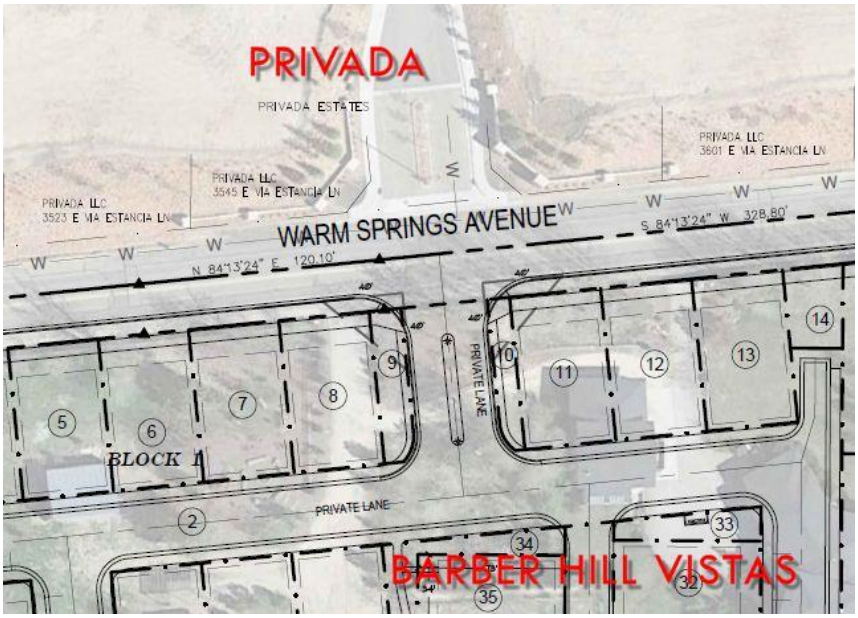
Dimensional Standard		R-1A	R-1B	R-1C	R-2	R-3	R-1M Attached Housing	R-1M Detached Housing
Lot Area, Minimum (square feet)	Interior Lots	20,000	9,000	5,000			2,160	4,320
	Corner Lots			7,000			3,360	5,520
Average Lot Width, Minimum (feet)	Interior Lots	100	75	50			18	36
	Corner Lots			70			28	46
Street Frontage, Minimum (feet)				30			18	36
Density, Maximum (units/acre)		2.1	4.8	8.0	14.5	43.5	17	
Open Space per Unit, Maximum		N/A					10 % Net Lot Area	
Building Height, Maximum (feet)		35				45	35	
Setbacks, Minimum (feet)	Front Yard / Side Yard, Street	20					10	
	Side Yard, Interior*	10		5		1 story: 5 2 stories: 10 3+ stories: 15	0, 5 for end units	
	Rear Yard	30		15		1-2 stories: 15 3+ stories: 20	With alley: 5; Without alley 15	

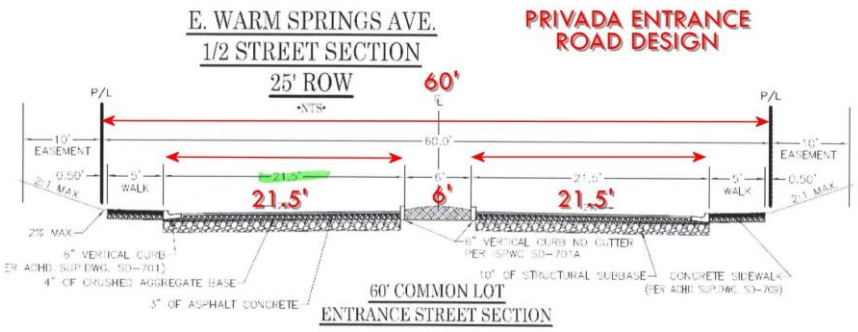
*In the R-1 or R-2 zone the interior side setback shall be at least half the building height but no more than 15 feet for a principal building other than a single family or duplex dwelling.

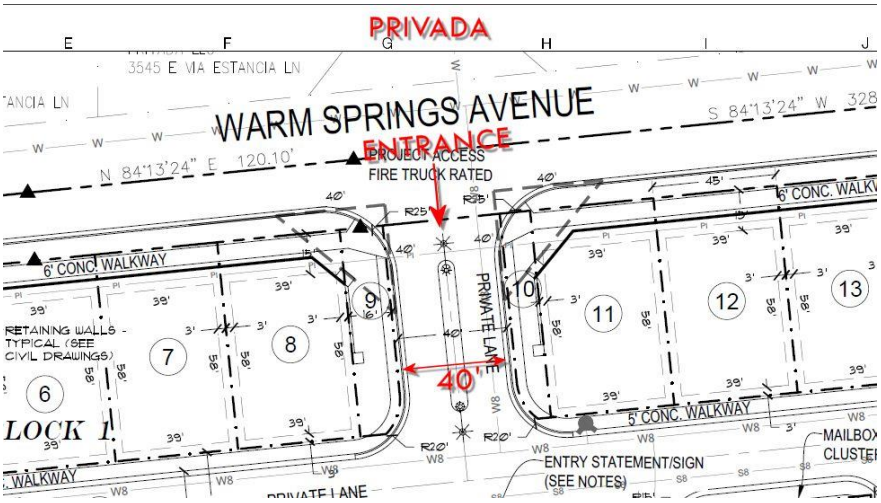
In summary, the PUD application **does not balance Applicant benefits versus neighborhood benefits and** is highly biased towards the Applicant, therefore is **not in best interest or well-being of existing residents**, **nor protects the stability of the immediate surrounding neighborhood**.

Entrance Issues and Other Easements:

The entrance road of Barber Hill Vistas should be conditioned to complement the Privada entrance road (on the north side of Warm Springs Avenue), specifically **addressing lane widths for both ingress and egress lanes** at the entrance area, as follows. See drawings below.

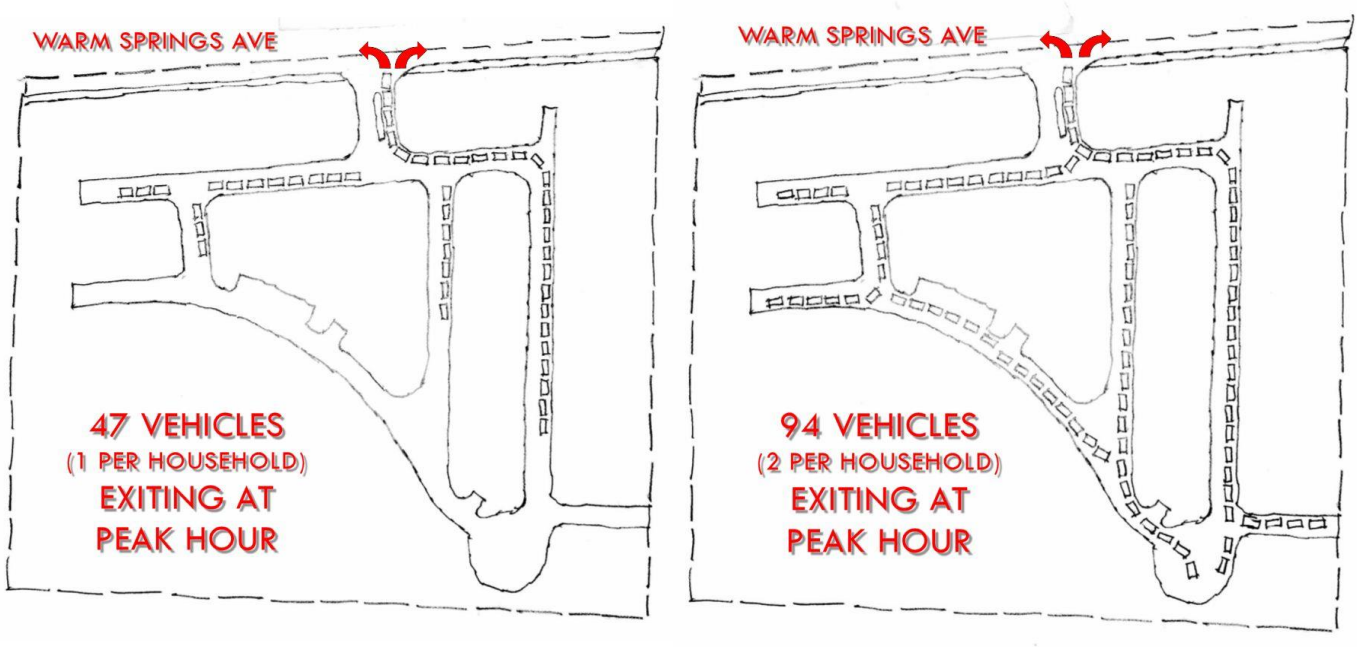




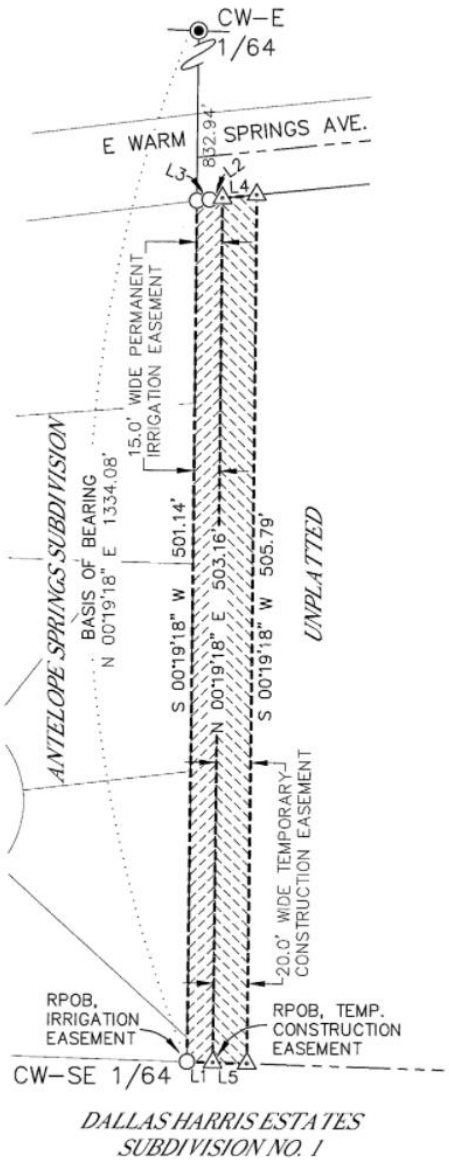


The proposed Barber Hill Vistas **entry road is only 40 feet wide (17 feet wide lanes)**, including the 6-foot center island. The road widths on each side of the entry island **should be at 21.5 feet wide with a 6-foot center island** (as Privada entry road dimensions).

The reason to request this is to **facilitate peak-hour traffic and emergency exit traffic flow**, allowing 2 vehicles to queue up at the exit as 2 lanes (as at Privada), permitting both left and right turns onto Warm Springs Avenue at the same time.



There are two abutting 15-foot and 20-foot recorded easements (2015-061520, dated 07/09/2015) that run with the property along the entire length of the western boundary, shown in the figure below. The 50-foot Wildlife Corridor overlays these easements. The purpose for these easements is to construct, operate and maintain a facility for delivering Penitentiary Canal water to properties south owned by others. The easements should be clearly delineated and conditioned on the final plat, and in the Development Agreement.



Our Additional Conditions for Approval:

In order bring the proposed plan into full compliance with the Comprehensive Plan, the Barber Valley planning goals and SP01, we respectfully request the Commission take into the consideration what the neighbors have been conveying in this cover letter into their decisions.

The following conditions must be addressed because they were not addressed in the Staff Report. Neighbors would better support the Project if the conditions below were adequatedly addressed and adopted into the Condition of Approval by the Commission:

1	Condition for adjacent density transition and compatibility around perimeter of the property on all 3 sides (Antelope Springs, Dallas Harris Estates, Privada).
2	Single family home lots to comply with **R-1B** zone minimum standard dimensions (for lot sizes, lot width and front/side/rear setbacks).
3	Patio home lots to comply with **R-2** zone minimum standard dimensions (for lot sizes, lot width and front/side/rear setbacks).
4	Entrance road width to align with Privada entrance road width (in dimensions) for 21.5 foot wide egress lanes to allow for 2 vehicles to queue side-by-side to turn both ways (left & right) onto Warm Springs Avenue.
5	Incorporate Boise Fire Dept. Letter (dated December 22nd, 2017) conditions for 2% maximum roadway grade, and for minimum inside/outside turning radii, for all fire aparatus access roads.
6	Fencing/protective railing to be installed the length of Warm Springs Avenue (for pedestrian safety) to protect public from retaining wall drop-off below.
7	Condition street lights (entry & internal) for dark-sky compliant lighting per BV-CNN 1.2 (Protection of Night Skies).
8	Require final recorded plat to deliniate minimum footprint for each residential lot identified on the plat map itself.
9	Condition Development Agreement for recorded easements (within the 50' wildlife corridor) running with the land (2015-061520, dated 07/09/2015). Delinated easements on the final recorded plat.

Conclusion:

All of us have made a significant investment in our community, in jointly creating a well-designed vision for the Barber Valley that is walkable, safe, and supportive of active living and healthy lifestyles, that aligns well with Smart Growth principles. We are proud to be a part of the first planned area development in the West to successfully integrate new urbanism and wildlife preservation. We are so successful that we recently adopted SP03!

Please do not misunderstand, EBCC is not asking the Commission to save us from developers. As a very pro-active and credible group of neighbors, we have openly accommodated our growing community as it navigates many on-going developments in the Barber Valley. We understand remaining in-fill parcels will eventually be developed. We are asking the Commission and City Council not to approve a proposal that offers no demonstrated value or

clear benefit to our neighbors. We chose to live here based on the confidence the Specific Plan will continued to be followed by our City Leadership for the greater good of all, and not for the gain of just one.

EBCC respectfully appreciates the opportunity to comment. The Gary Allen Letter submitted January 7th, 2018 addresses all issues in greater detail [1]. All the listed names below are EBCC parties of record on this matter (from the current and previous applications), and wish to acknowledge full support of the referenced Gary Allen Letter.

We urge that you **do not approve the PUD, Rezone and Subdivision applications (and multiple waivers to R-2 zone dimension standards) without properly addressing our Conditions for Approval** *or* **until the Applicant presents plans that are consistent with SP01**, is compatible with the immediate surrounding properties, considers the safety and well-being of existing and future residents impacted by the development, protects the stability of (and enhances) the existing surrounding neighborhood. Thank you once again for your consideration.

Respectfully submitted,

East Boise Concerned Citizens
(names listed in alphabetical order by last name below)



[1] Gary Allen January 7, 2018 Letter to Planning and Zoning Commissioners

Dale Alverson
Arron Banner
Paul and Wendy Baxley
Serrita Beaulieu
Michael Bixby
Sharon Bixby
Jim Black
Diane Bowen
Tom Bowen
Bruce Boyles
Donna Burns
Gary & Melissa Calhoun
Mollie Carmen
Sandy & Richard Carter
Carolyn Corbett
Heather Crane
Deborah David-Simonds
Brent Davy
Lad & Sandee Dawson
Sabrina Durtschi
April Florczyk
Ruth Fritz
Brooke Green
Dawn Green
Robert & Donna Hayes
Kathryn & Gordon Hill
Bradley & Elena Howard
JoLynn Janecko
David Jauquet
Rebecca Jauquet
Alan Kahn
Bryan & Amy Kauchich
Peter Keim
Harry Keller
Barry Kelso
Chris Knobel
Jeanette Kurtz
Diane Langdon
Joan Lechtenberg
Kim Liebich
Stephen Lord
Anna Maderis
Julia Mahaffey
Jeff Marquez
Rebecca McDonald
Celeste & Joe Miller
Joe Miller
Cindy Montoto
Kelli Myers
Michael Myers
Pamela Niece
Richard Niece
Richard Noble
Chris Perkins
Melissa Pratt
Jeff Russell
Lynn & Elaine Russell
Mark Russell
Tara Russell
Janet Satterwhite
Satterwhite, Larry
Brittney Scigliano
Elizabeth Scoggin
David Scott
Emily Seiracki
Mike Shaughnessy
Cathy Silak
Mary Slater
Laura Spencer
Dick Stauber
Hjelle Steinar
Dawn Templeton
Richard Toney
Gloria Totoricaguena
Andrew Van Hise
Gary Veasy
Peter Wachtell
Kurt Wald
Fred Webster
Douglas Werth
Dave Westergard
Bryan & Bridgette Wewers
Pete White
Henry Wiebe
Roy & Lyn Williams
Jeff & Leslie Wright

Cody Riddle

From: LYNN D RUSSELL <Lynn@LynnRussell.org>
Sent: Thursday, January 11, 2018 3:29 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029; SUB17-00052

To: Boise Planning and Zoning Commission

Rich Demarest, Chair

Milt Gillespie, Co-Chair

Tamara Ansotegui, Commissioner

Stephen Bradbury, Commissioner

Eileen Thornburgh, Commissioner

Douglas Gibson, Commissioner

Jennifer Stevens, Commissioner

Paul Faucher, Student Commissioner

As a resident of Dallas Harris Estates living on property joining the subject project, and as a concerned citizen, I request that you DENY the subject application.

Although the Staff recommends "Approval with Conditions", the conditions necessary to meet reasonable standards and to provide adherence to the Comprehensive Plan, SP-01, SP-02, and compatibility with the neighborhood are too numerous to be specified in a simple report.

Rather, I request that you DENY the application and allow them to redesign the project so that it meets reasonable requirements and is compatible with the surroundings.

Although the staff report states that "It is compatible with surrounding neighborhood", that obviously is a matter of opinion and is NOT the opinion of the neighbors.

The staff allowed an **incomplete** application to be submitted and reviewed WITHOUT MEETING THE REQUIREMENTS of

#117: Planned Unit Development
Application Submittal Requirements
which clearly specify the following to be submitted with the application:
6. Building Elevations Drawn to Scale
7. Floor Plans drawn to scale with sizes and types of interior space indicated

Because of the many discrepancies from the Code, with some indicated in the Application letter, and many more evident from review of the plans that were submitted, it is apparent that a **complete** application is required in order to specify all of the conditions that must be met in order for the project to be acceptable. Therefore the project should be DENIED at this time.

Some additional concerns are given in the following.

The letter from the Fire Department specified conditions that are not met with the current proposal. For example the letter states that

Perimeter lots shall be considered Zone "A" lots. 30' defensible space shall be provided from undeveloped land.

Such defensible space is clearly NOT provided for lot 21 and most likely not for lots 19-20.
As I stated in my earlier message to Mr Riddle, fire safety is a major issue at this location as we observed recently when a fast-moving fire came to the boundary of the property and then stopped due to a sudden change of wind direction. The potential danger of fire is amplified by the limited connectivity for the property and the limited options for exiting the property. Although the applicants seem to want to gain access through Harris Ranch property, according to a recorded letter (July 2017) from Doug Fowler to Celine Accord, City of Boise Planning and Development Services, such access has not been granted and is highly unlikely. Therefore the developers should redesign the layout of the project in order to deal with these potentially hazardous issues.

Another major concern for the current design is shifting of the ground and potential landslides similar to those that have been seen recently in other locations in Boise. Specifically, there is widespread undulating water streams in the area and the water table is relatively shallow. I have observed water issues in the areas surrounding the property and am concerned with the potential for severe problems with the proposed design. The proposal includes about one-half mile of retainer wall with significant slopes on the surrounding ground. Such a design could lead to hazardous conditions and must be addressed in detail to ensure safe and stable conditions for the residents.

In summary these applications should be DENIED. Perhaps the developers would then reevaluate the situation and propose a safe project that is compatible with the surrounding neighborhood.

Lynn D Russell
3615 E Warm Springs Avenue
Boise, ID 83716

Cody Riddle

From: Jan Satterwhite <jansatterwhite@gmail.com>
Sent: Thursday, January 11, 2018 3:41 PM
To: Cody Riddle
Subject: [External] CAR17-00026; PUD17-00029 and SUB17-00052

Planning and Development
Thank you for all that you have done in the past to bring Boise to it's current popularity as a livable, desirable community. We ask you to look at the above project as if you were our neighbor.

As an adjacent land-owner to the land on which the above development is proposed, we remain strongly opposed to the project as planned. We detailed our concerns in an earlier e-mail and have reviewed the P&Z staff's report. While we acknowledge that the "conditions" outlined in the "approval" address some of the concerns, the overall design remains inconsistent with the intent of SP01 and the Comprehensive Plan.

The lot's lining E Warm Springs and the south east corner of the development are grossly discordant with the lot and houses in Privada, Barber Drive and Dalles Harris Estates. There is no transition from the originally identified "large lots" as seen in the original land use plans, that were to line E Warm Springs and Barber Drive. The illustrations and arguments presented in letters from East Boise Concerned Citizens, the developer's of Privada and Mr. Gary Allen discuss these points articulately and their images present the dramatic degradation of the entrance to the Barber Valley, an open space meant to offset the concentration of density along the East Barber Bridge and between Park Center and the extension of Warm Springs to the South.

The concerns identified by the Boise Fire Department are particularly alarming to current residents who saw the Table Rock Fire just yards from their front door and ash throughout the property. I don't see anything about the development required to provide fire resistant foliage or fencing such as was required for my neighbor whose property is on the Warm Springs Corner. The close spacing of the homes (3 ft each side) and the narrow roads makes this a particular concern in terms of defending our property against any fire which originates in the development. We would request that TREX or another fire resistant fencing be used on the sides of the development to prevent the spread of fire to our back yards and fire wise landscaping be required on the FEW INCHES of OPEN SPACE in the housing area.

When is anyone going to give a HOOT about Warm Springs traffic concerns? We are only 55 cars away from the MAX "peak hour" count for Warm Springs East of Bacon Drive (2-lane minor arterial) and this doesn't include the remaining 51% build out of Harris Ranch, not to mention the build out of El Paseo and the "village" immediately below. This is the road that closes many winters for weeks at a time due to an unstable hillside on the bottom of the Mesa. Mr. Noble's letter graphically illustrates the problematic design of traffic flow within the proposed development. Approval of this project without a vision to the future regarding traffic on surrounding roads or the safety of pedestrians. i.e. CHILDREN WALKING TO SCHOOL OR PLAYING IN ALLEYS and private streets in this project not only decreases the claimed "livability" of Boise as a whole, but invites disaster for residents.

As presented earlier, we and other neighbors advocated for looking at duplexes or "missing middle" single or 2-story housing for the interior of the development to provide more affordable housing as well as more green space between homes for a more livable environment for the residents. There do not appear to be many small to mid-size single level homes in the pictures presented as examples and if the developer reviews the demographics of Boise immigration, they will find the majority are "retirees." Those that want and can afford big houses are settling in Eagle. Those who want to downsize, use public transportation and still enjoy Boise

must either remodel an existing house for accessibility as they age (difficult with the number of basements and single bathrooms) or compete for the expensive houses that have become the norm in East Boise. Any realtor can tell you that newer single level homes in East Boise are snatched up before they hit the market. A population of seniors would also decrease traffic at peak times and increase the likelihood of public transportation if connectivity was achieved out of the development. This should not be a given - if connectivity is expected, the project developer must reach agreement with Harris Ranch. If Harris Ranch pathways are open to the public, there must be an agreement between HOA's as to upkeep and maintenance of shared areas.

Please RELOOK this proposal and encourage the developer to work further with neighbors and surrounding properties to ensure this project contributes to the beauty, livability and accessibility of all Barber Valley Residents.

Janet L Satterwhite
Larry W. Satterwhite
3609 E.Warm Springs Ave
Boise ID 83716

Cody Riddle

From: Jack Smith <jacksmithinboise@gmail.com>
Sent: Tuesday, January 9, 2018 1:37 PM
To: Cody Riddle
Subject: [External] CAR17-00026

Dear Mr. Riddle,

This letter is in reference to the above re-zoning request for the Barber Hills subdivision. I live at 3338 E. Parsnip Peak Dr. which is directly west of the proposed subdivision. I purchased this lot and built here, specifically because of the location and the development plan that has been executed with regard to all of the development around this area. This plan has been in place many years. To change it now, just to satisfy the request of a developer, seems disingenous at best, and deceitful at worst. The only reason to change the existing plan would be if it were found to be unworkable or in some way damaging to the area. So far that has not been shown to be the case. What has been shown however is that by changing the zoning to residential, we will negatively affect the wildlife corridor, negatively affect traffic flow, and decrease the value of the existing properties and negatively affect the living enjoyment of the existing residents who bought in part, based on the comprehensive plan. I ask you what the value of any plan is, if it can be changed at a simple request of someone looking for revenue? If the comprehensive plan is changed without a compelling reason, taking all existing residents into consideration, then the city of Boise is negligent in their duties. Please do the right thing here and do not grant the re-zoning request.

Sincerely,
Jack Smith
208-921-0580
3338 East Parsnip Pk. Dr.
Boise, ID 83716

Cody Riddle

From: Gary Veasy <veasy@mac.com>
Sent: Wednesday, January 10, 2018 12:54 PM
To: Cody Riddle
Subject: [External] Please DENY CAR17-00026; PUD17-00029; SUB17-00052

Commissioners,

I have read the staff report and recommendations. I want to urge the P&Z's denial of the project.

My objections are very simple and mandated by SP01/02:

1. The lot size should match adjacent properties for the entirety of the site, not just the east side. They are smaller than Pravada and adjacent properties and does not transition as required.
2. Related to the above, the density should not exceed adjacent properties.
3. The house sizes should match the adjacent properties.
4. There is no connectivity as required.

Please send a *loud* message to the ***property owner*** (even though they are not the applicant) that this will not be tolerated. The exorbitant sales price is forcing the increased density. With a more reasonable sales price, the developer could meet the requirements of SP01/02 and I believe they would be willing to. That is what the neighbors want and deserve.

Please deny the application and make applicants aware they are wasting everyone's time with repeated unacceptable applications.

Gary Veasy
4150 Macbeth Ave

Cody Riddle

From: Peter Wachtell <wachtell@gmail.com>
Sent: Tuesday, January 9, 2018 12:01 PM
To: Cody Riddle
Subject: [External] response to the staff report for the Jan 16 hearing RE: CAR-00026

Dear Mr Riddle,

I am writing to express my concern that the staff report in preparation fo the Jan 16 hearing regarding the proposed project CAR-00026 does not adequately deal with the primary neighborhood resistance and opposition to this project.

Previous meetings on this project with the Boise City Council have established that the guiding principle for the rezoning and development of parcels adjacent to SP-01 shall be a demonstrated consistency with SP-01 and the surrounding parcels.

At a proposed density of 5.43 units per acre, this proposal is inconsistent with the density of the surrounding parcels. As a result of the proposed higher density, there are many resultant neighborhood issues that arise. These include issues regarding lack of adequate access and traffic mitigation, traffic safety, fire safety, pedestrian safety, design standard noncompliance, site grading issues, lack of open space and wildlife corridor issues.

The single most important issue that MUST be addressed is to have he proposal modified to only allow for a zoning density that is consistent with the surrounding neighborhood and adjacent parcels. Not adhering to this requirement will result in every other parcel adjacent to SP01 applying for a zoning change and an increase in the allowable building density as well. Once you have granted an exception to this project, every other project will ask to be exempted as well. The economics associated with providing higher density to a specific parcel and creating spot zoning is such that every parcel will seek the higher possible density. Do not allow this to occur as it will destroy the decades of work and goodwill in the community that have gone into creating the SP-01 long term plan.

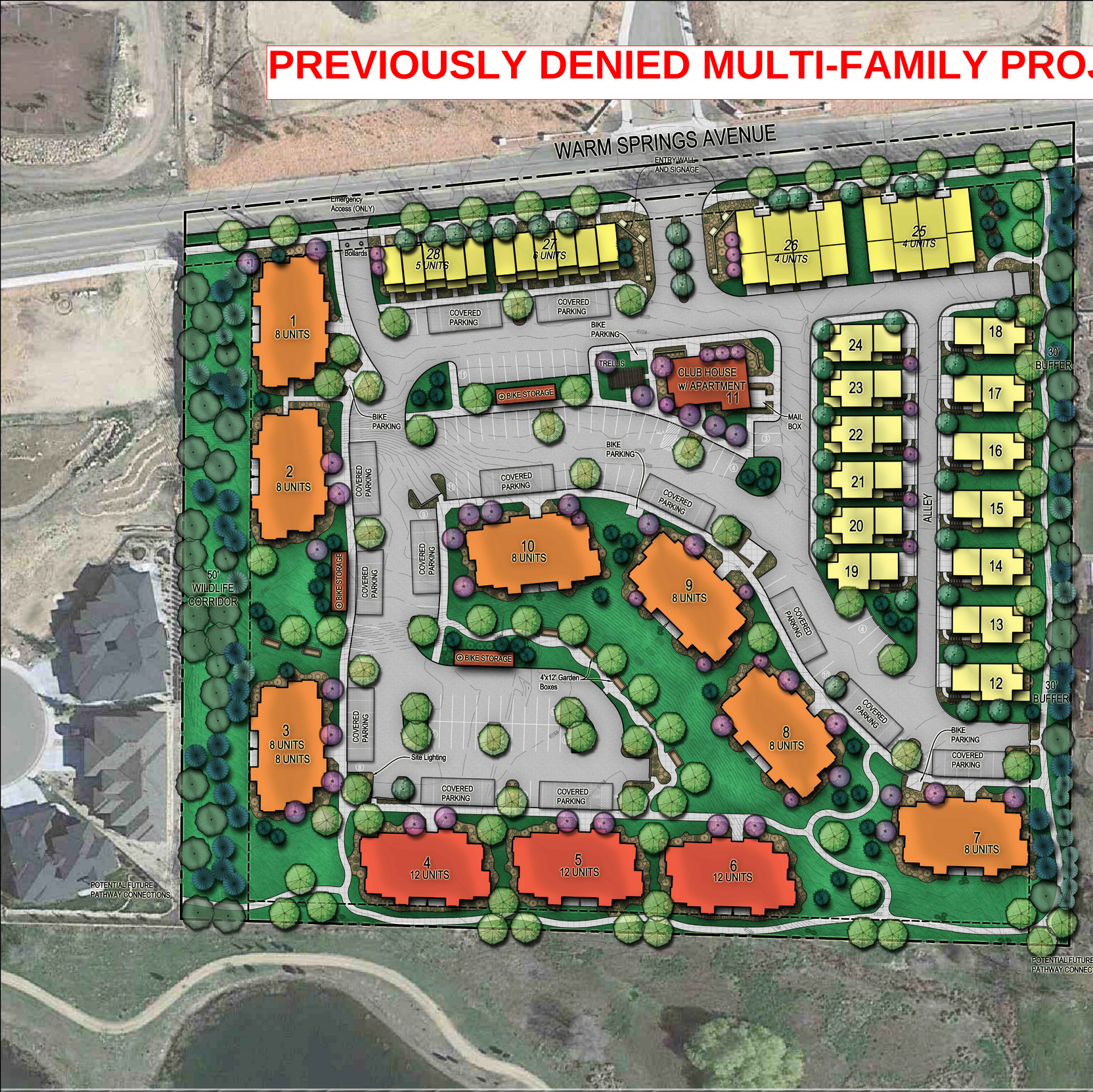
The Commission and the City council should stay consistent and use the SP-01 long term plan as the guiding document for determine what density is appropriate for each and every parcel that comes before it seeking a rezoning and or change in allowable density.

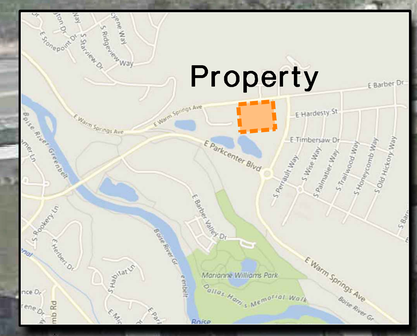
I will continue to voice my concern that any density greater than that of the adjacent parcels (3.5 units per acre) is NOT appropriate for a development AT THIS LOCATION. Higher density projects are welcomes and appropriately zoned in the area adjacent ot the Warm Springs/ Park Center corridor as shown on the long term plan.

Thank you,

--
Peter Wachtell
208-462-0123 office
208-409-8128 mobile
wachtell@gmail.com

PREVIOUSLY DENIED MULTI-FAMILY PROJECT





SITE LOCATION MAP
NORTH N.T.S.

D□V□LOPM□□T DATA

PARCEL #s: S0919428350, S0919428250 & S0919428310
ADDRESS: 3503, 3547, 3555 E WARM SPRINGS BOISE,ID 83716

PAR #8350 NW4SE4
SEC 19 3N 3E
PAR C ROS 10462
#428315B

PAR #8310 POR NW4SE4
SEC 19 3N 3E
PAR B ROS 10462
#428315-B

PAR #8250 POR NW4SE4
SEC 19 3N 3E
PAR A ROS 10462
#428315-S

EXISTING ZONING: A-1
PROPOSED ZONING: R-2

TOTAL SITE AREA CALCULATIONS:

TOTAL SITE AREA:	376,794.0 SF (8.65 ACRES)
ROW AREA:	16,612.45 SF
PAVING AREA:	86,108.0 SF (23.0%)
LANDSCAPE AREA:	152,886.0 SF (40.5%)
OTHER (Walks, Patios etc.)	60,080.0 SF (15.9%)
CLUB HOUSE (2 FLOORS):	2,105.0 SF.
BUILDING UNITS 1st FLOOR:	75,615.0 SF
TOTAL AREA:	77,720.0 SF. (20.6%)
BUILDING 2nd FLOOR:	77,720.0 SF
BUILDING 3rd FLOOR:	13,650.0 SF.
TOTAL BUILDING SF.:	169,090.0 SF

PROPOSED UNIT MIX:

On-site Management Unit (Club House)	1 unit
Attached Townhouse Style Aprtments (Live/Work)	11 units (Warm Springs)
Attached Single Family Townhouse (Garage)	8 units (Warm Springs)
Detached Single Family (Garage)	13 units (East)
2 Story Apartments 8 units (7 bldg.)	56 units
3 story Apartment 12 unit (3 bldg.)	36 units
total units:	125 units

DENSITY: 14.45 DU/ACRE

MULTI-FAMILY PARKING:

1 BEDROOM UNITS	26 TOTAL
PARKING 1 PER UNIT	26 PARKING REQUIRED
2 BEDROOM UNITS	78 TOTAL
PARKING 1.25 PER UNIT	98 PARKING REQUIRED
GUEST PARKING 1 PER 10 (per unit)	11 SPACES REQUIRED
TOTAL PARKING REQUIRED:	135 SPACES

PROPOSED MULTI-FAMILY PARKING:
PARKING 179 SPACES

(DOES NOT EXCEED 1.5X THE MINIMUM REQUIRED)

SINGLE FAMILY PARKING: TWO GARAGE SPACES PER UNIT

BIKE PARKING (1 PER UNIT)	125 TOTAL REQUIRED
24 UNCOVERED, 102 COVERED=	126 PROPOSED

SCALE: 1"= 30'-0"

Barber Hill Vistas - Revised Site Plan

D□V□LOP□R:
KB Construction Management & Development, Inc.
77□5 □. Stonebriar Ln.
Meridian, ID
□3646

PLA□□□R/ CO□TACT:
SL□ Planning Inc.
247 □. □AGL□ ROAD
□AGL□, IDAHO □3616
Contact: SHAW□ L. □IC□□L
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ARCHIT□CT:
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