

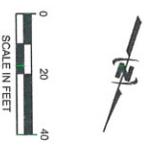
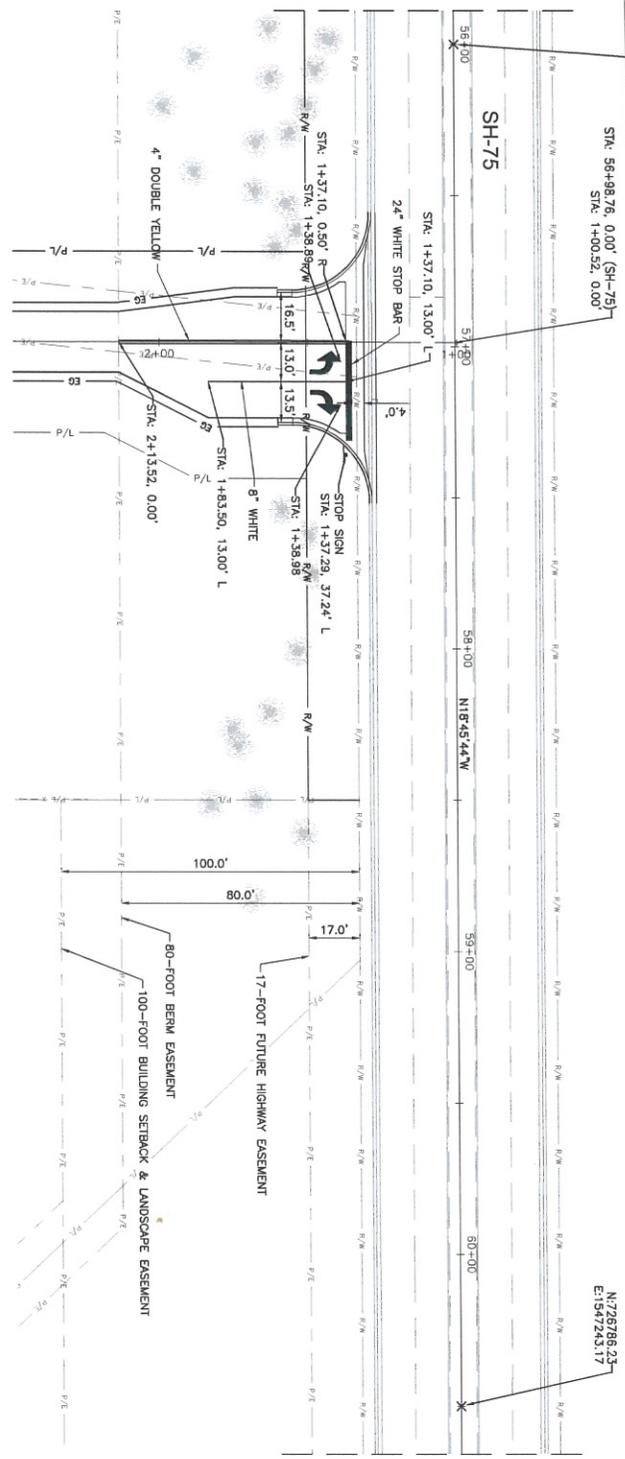
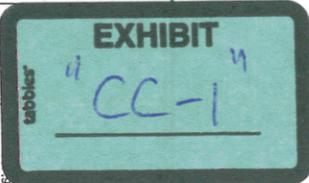


CITY OF SUN VALLEY
MEMORANDUM TO THE CITY COUNCIL

TO: Honorable Mayor and City Council
FROM: *mtt* Mark Hofman, Community Development Director
DATE: May 30, 2014
RE: Lane Meadows Development- Additional Review Materials

Subsequent to the writing and release of the Lane Meadows Agenda Report for the City Council meeting of June 2, 2014 additional review materials were received by the Community Development Department. These additional materials are attached to this Memorandum for transmittal to the City Council.

- 1.) The applicant's permit application to the Idaho Transportation Department (ITD) has been approved (**Exhibit "CC-1"**). The existing highway configuration, including the center turn lane width, was officially found acceptable by ITD and the stripping plan has been approved. The other permit, for construction of a sidewalk in the ITD easement, was tentatively approved, pending City agreement on a sidewalk maintenance agreement.
- 2.) The project applicant met with City staff on May 29 to create a framework for a proposed sidewalk maintenance agreement. The proposed agreement (**Exhibit "CC-2"**) would stipulate that the sidewalk and related site improvements are to be constructed by the applicant to City standards and the Lane Meadows Home Owner's Association would be responsible for ongoing maintenance, including all snow clearing. The agreement framework includes provisions to allow the City to satisfactorily enforce maintenance and snow clearing.
- 3.) At their meeting of May 19, 2014 the City Council requested comment from the Sun Valley Police Department regarding the general safety of the proposed Lane Meadows entrance improvements and highway conditions. The May 27, 2014 Memo from Assistant Police Chief Mike Crawford is attached as **Exhibit "CC-3"** for review by the City Council.
- 4.) A new comment email from Tim Hogan, neighbor to Lane Meadows, is stamped received by the Community Development Department on May 28, 2014 and attached as **Exhibit "CC-4"**.
- 5.) A new comment email from Barry L. Bunshoft, neighbor to Lane Meadows, is stamped received by the Community Development Department on May 30, 2014 and attached as **Exhibit "CC-5"**.



LEGEND
 PAINTED LEFT TURN ARROW
 PAINTED RIGHT TURN ARROW

NOTES
 1. BERM AND PROTECT EXISTING STRIPING UNLESS OTHERWISE NOTED

THIS DOCUMENT AND THE DATA CONTAINED HEREIN ARE THE PROPERTY OF JUB ENGINEERS, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN AUTHORIZATION OF JUB ENGINEERS, INC.



DRINK: BR: _____	DESIGNED BY: _____
CHECKED BY: _____	DATE: _____
PROJECT NO.: _____	SHEET NUMBER: _____

LANE MEADOWS PRELIMINARY PAVEMENT MARKINGS
 14N, R18E, SEC 19, B.M.,
 BLAINE COUNTY, IDAHO
 PREPARED FOR:
 STRYDER GROUP LLC

J-U-B ENGINEERS, INC.
 3538 JFK Parkway
 Suite #1
 Fort Collins, CO 80525
 Phone: 970.377.3602
 Fax: 970.377.3935
 www.jub.com

REVISIONS			
No.	DESCRIPTION	DATE	BY

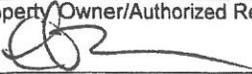


C-7

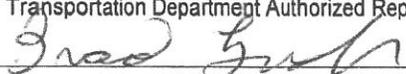
Acceptance and Approval to Work

ITD Permit Application Number 4-14-136

By signing this permit, the permittee or his authorized representative certify that they have been made aware of and agree with all requirements of the permit, including any and all restrictions and further agree to indemnify, save harmless, and defend regardless of outcome ITD from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.

Property Owner/Authorized Representative's Signature X 	Company Name (If applicable) EVERETT EDEN VENTURES LLC	Phone Number 208-720-9064	Date 5/14/14
---	---	------------------------------	-----------------

Subject to all terms, conditions, and provisions of this permit or attachments, permission is hereby granted to begin work within the State Highway Right of Way.

Idaho Transportation Department Authorized Representative's Signature X 	Title TT	Date 5-28-14
--	-------------	-----------------

Attachments:

<input type="checkbox"/> Special Provisions/Conditions of Approval	<input type="checkbox"/> Legal Description/Deed
<input type="checkbox"/> Traffic Control Plan	<input type="checkbox"/> Power of Attorney for Authorized Representative
<input type="checkbox"/> Standard Drawings	<input type="checkbox"/> Site Plans
<input type="checkbox"/> Construction Drawings	<input type="checkbox"/> TIS _____
<input type="checkbox"/> P&Z Approvals _____	<input type="checkbox"/> Copy of Letter of Incorporation _____
<input type="checkbox"/> Dept. Roadway Plansheets _____	<input type="checkbox"/> Letters of Recommendation/Denial _____
<input type="checkbox"/> Easements/Agreements _____	<input type="checkbox"/> Joint Access Agreements _____
<input type="checkbox"/> Property Appraisal _____	<input type="checkbox"/> Other _____

Final Approval

Subject to all terms, conditions, and provisions of this permit or attachments, **Final Inspection** has been completed and the permitted work within the State Highway Right of Way is hereby given final approval.

District Engineer or Assigns Signature X	Date
---	------

Subject to all terms, conditions, and provisions of this permit or attachments, changes in access on the State Highway System have been completed and have been given final approval to be recorded against the property as described in the legal description shown in Attachment A.

District Engineer or Assigns Signature X	Date
---	------

Subscribed and sworn before me this

_____ day of _____, year _____ in the County of _____, State of _____

personally appeared before me _____, to me known to be the person(s) described in and who executed the within and forgoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

Notary Public's Signature _____

SEAL

My Commission Expires _____

May 29, 2014

Mr. Mark Hofman
Community Development Director
City of Sun Valley
81 Elkhorn Road
Sun Valley, ID 83353

tabbler
EXHIBIT
"CC-2"
STRIDER
GROUP LLC



RE: FRAMEWORK OF PROPOSED SIDEWALK MAINTENANCE SUB-AGREEMENT

Dear Mark:

Pursuant to our meeting this afternoon with the relevant department heads, the Applicant, Evergreen Ventures, LLC, is willing to enter into a binding sub-agreement related to the annual and long-term maintenance of the proposed sidewalk recessed from Highway 75 north from the proposed project site then terminating at Elkhorn Road ("Sidewalk"). This sidewalk would be constructed as per the specifications referenced on the permit submitted to ITD, or as the specifications are amended in the future upon the agreement of the parties (including ITD).

This maintenance sub-agreement ("Agreement") would entail:

- the Applicant constructing the Sidewalk as per the submitted ITD permit, as may be amended;
- the Lane Meadows HOA being contractually obligated to the City to annually maintain the Sidewalk, including reasonable snow plowing during the winter months;
- the Lane Meadows HOA being contractually obligated to repair, replace, and maintain the Sidewalk for the indefinite future, including replacing, repairing, etc. any aspect of the sidewalk that comes into disrepair over the passage of time;
- an enforcement mechanism, whereby the City may notify the Lane Meadows HOA of any required maintenance, repairs, or replacements and giving a reasonable notice period to the HOA to cure such deficiencies;
- a penalty mechanism, whereby the City may cure such deficiencies upon the expiration of the notice period, and subsequently invoice the Lane Meadows HOA for the fully-burdened expenses of the work performed, plus a reasonable administration fee (as would be set out in the Agreement);

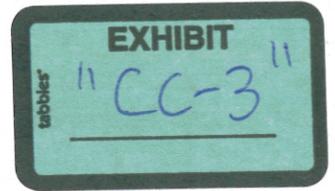
I hope the above captures the intent of the discussions. We look forward to furthering the details of such Agreement and would be willing to submit a first draft for the City's review when it becomes applicable to do so. We would anticipate this condition would be captured in our Development Agreement and the recordation of any final plat would be conditioned upon the mutual execution of such an Agreement.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Thomson".

Scott Thomson
co-Manager, Evergreen Ventures, LLC



CITY OF SUN VALLEY
REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council
FROM: Assistant Chief of Police Mike Crawford
SUBJECT: Lane Meadows egress and ingress
DATE: May 27, 2014

On initial review of the plans with the developer and project engineer, Chief Femling and I agreed there should not be any increased safety issues concerning the ingress and egress. We came to this decision on the assurance ITD would provide a striping and lane usage plan for the entrance and exit from Lane Meadows which meets all current "Standard Specifications for Highway Construction."

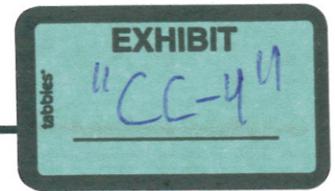
The State of Idaho (IDT) and Blaine County have jurisdiction on this section of highway, including the ingress and egress lanes. It will be their call to approve the plans concerning the design of the highway striping with the additional turn/merge lanes.

With the future completion of the new bridge south of Elkhorn Road and the anticipated increase of traffic in both north and south lanes. Limiting vehicles to right turn only when entering highway from Lane Meadows entrance might have to be considered.

Sincerely,

Mike Crawford
Assistant Chief of Police

Mark Hofman



From: Tim Hogan [tim@hoganedgcomb.com]
Sent: Wednesday, May 28, 2014 10:41 AM
To: Mark Hofman
Subject: Lane Meadows
Attachments: 280132 Lane Ranch Sub Ph 1 Annexation.pdf



11 Meadow Road
Sun Valley, ID 83353
May 27, 2014

Mark Hofman
Planning Director, City of Sun Valley
81 Elkhorn Road
Sun Valley, ID 83353

SUBJECT PROPOSED LANE MEADOWS DEVELOPMENT

Dear Mr. Hofman,

I've attached the 1986 Lane Ranch annexation agreement for your review. This document provides many conditions and restrictions relating to density, setbacks, building heights, etc. At that time, the City Council took the position that if Lane Ranch decides to annex into the City of Sun Valley, the number of units will be restricted to 120 units (which is approximately one unit per acre).

The 1986 annexation agreement "acknowledges that it is agreeing to limit the number of residential units on the property to a number which is less than the number of units that would be allowed under the zoning designation RS-1" (paragraph 3).

In discussing this with an attorney, it appears the Idaho state law does not preclude the City Council from imposing any type of conditions and restrictions on Lane Meadows as was inferred by Scott Thomson at the last City Council meeting.

This application is about annexation and the compatibility with the neighboring property that surrounds Lane Meadows on three sides. The fact that the proposed project is less dense than the RS-1 zoning allows is not relevant. The existing Lane Ranch is substantially less dense with a total of 112 lots and has the RS-1 zoning.

Tim Hogan

--
Tim Hogan
Hogan Edgcomb Consulting
20201 SW Birch Street, Suite 155
Newport Beach, CA 92660
B: (949) 251-0625

C: (949) 228-0822

tim@hoganedgcomb.com

CONFIDENTIALITY NOTICE: This transmission is intended solely for use by the named addressee(s) and any information contained in this email transmission and any attachment(s) is confidential, proprietary and/or privileged information/communication and intended solely for the use of the named addressee(s). If you are not an intended recipient or a person responsible for delivery to an intended recipient, please immediately notify the author and destroy this transmission in its entirety, whether in electronic or hard copy format. Any unauthorized use (and reliance thereon), copying, disclosure, retention or distribution of this transmission or the material in this transmission is forbidden.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, referred to herein simply as the "Agreement" is made and entered this 27 day of JUNE, 1986, by and among the City of Sun Valley, Idaho, a municipal corporation (hereinafter referred to as "Sun Valley"), CASCEA Associates Joint Venture is a joint venture partnership organized under the laws of the State of Idaho (hereinafter referred to as "CASCEA"), and Edward R. Downe, Jr., a single man dealing solely with his separate property.

RECITALS

1. Sun Valley is a municipal corporation organized under the laws of the State of Idaho and has the power to annex certain real property contiguous to its existing city limits under Idaho law.

2. Edward R. Downe, Jr., is a single man dealing with his sole and separate property. Mr. Downe owns a parcel of real property which is adjacent to and contiguous with the southwestern boundaries of Sun Valley and that parcel of real property is more particularly described in the attached and incorporated Exhibit No. 1. That real property described in Exhibit No. 1 is referred to in the Agreement as the "property."

3. CASCEA is a joint venture partnership organized under the laws of the State of Idaho. CASCEA has certain beneficial rights of ownership in the property and has been fully and expressly authorized by Mr. Downe to act on his behalf in connection with the annexation of the property by Sun Valley and in connection with the subject matter of the Agreement. In this Agreement, reference to CASCEA shall also include reference to Mr. Downe.

4. Pursuant to Idaho Code Section 50-222, CASCEA has specifically requested in writing annexation by Sun Valley of the property to the City Council of Sun Valley. CASCEA manifests its continuing consent to have the property annexed by Sun Valley through this Agreement and Sun Valley is willing to annex the property subject to certain conditions as hereinafter provided for in this Agreement.

5. Sun Valley and CASCEA enter into this Agreement for the purpose of establishing certain rights and obligations of the parties with regard to the annexation of the property with the objective being to minimize the fiscal impact of the annexation and development of the property to Sun Valley and to protect and promote the general health, safety and welfare of the citizens of Sun Valley, including

the residents, both existing and future, of the property as a part of Sun Valley.

6. Because the development of the property for residential purposes or otherwise will create and impose upon Sun Valley substantial burdens for additional facilities, improvements and services particularly attributable to the annexation and the proposed development of the property, Sun Valley and CASCEA desire to agree upon and to mitigate the impact of the development of the property and CASCEA agrees to pay the costs of certain impacts particularly associated with and attributable to annexation and development of the property, all as provided in detail in the Agreement.

7. It is in the best interests of Sun Valley and CASCEA and in the best interests of the health, safety and welfare of the people of Sun Valley to enter into this Agreement.

NOW, THEREFORE, on the basis of the foregoing Recitals and for good and adequate consideration, the parties agree as follows:

1. CONSENT TO ANNEXATION. CASCEA hereby confirms that it has previously requested in writing that Sun Valley annex the property, and hereby irrevocably consents to the annexation by Sun Valley of the property. Consistent with the language of the Agreement, CASCEA hereby irrevocably consents to the de-annexation of the property in accordance with the Agreement in the event that CASCEA shall fail or refuse to fulfill its obligations required of it under the terms of the Agreement.

2. MITIGATION OF IMPACTS TO SUN VALLEY. CASCEA covenants and agrees that it shall, at its sole expense, do the following things to mitigate the fiscal impact that annexation of the property will result to Sun Valley:

a. Elkhorn Road. CASCEA shall engineer, construct and otherwise provide, at its sole expense, certain repairs to Elkhorn Road over the full extent of Elkhorn Road from its intersection at State Highway 75 to the existing city limits of Sun Valley, including that portion of Sun Valley Road that extends across property owned and administered by the Bureau of Land Management of the Department of Interior. Those improvements to Elkhorn Road shall include, but shall not necessarily be limited to the following: (i) the repair of settlement around sewer manholes located on Elkhorn Road; (ii) the installation of three (3) culverts across Elkhorn Road at such locations as shall be reasonably determined by Sun Valley and as are consistent with the original design of Elkhorn Road; (iii) the resurfacing of Elkhorn Road after all cracks and

channels in the road surface have been repaired in a workmanlike manner. CASCEA shall provide, prior to the commencement of work contemplated for the improvement of Elkhorn Road, a full set of plans and specifications for the improvement work for review by the Sun Valley City Engineer; and no improvement work shall be commenced until such time as the Sun Valley City Engineer shall have approved the plans and specifications and all design and construction shall be in accordance with the specifications called for in the ordinances of Sun Valley for road design and construction. CASCEA agrees to resurface Elkhorn Road with a new asphaltic overlay at least two inches thick and apply that resurfacing over a paving fabric if those steps are reasonably required by the Sun Valley Engineer in his sole discretion. CASCEA generally warrants and guarantees the improvements contemplated herein to be constructed in a workmanlike manner using generally acceptable materials and construction techniques, and that the improvements will be free of any material defects for a period of one year from the completion date of the last improvements to Elkhorn Road. The improvements to Elkhorn Road shall be completed prior to the final plat approval by Sun Valley of any subdivision of the property. After annexation of the property by Sun Valley has occurred, and prior to the time that the improvements required to be made to Elkhorn Road have been completed by CASCEA, the reasonable expenses of maintenance (not to include snow removal or sanding) of Elkhorn Road shall be paid by CASCEA. Upon annexation of the property, Sun Valley shall provide the required routine maintenance to Elkhorn Road and bill CASCEA, on a monthly basis, for those reasonable expenses. Payment by CASCEA shall be due in full within ten (10) days of the date of billing.

b. Turn Out Lane. Sun Valley and CASCEA have determined that it will be necessary in the development of the property to provide for a right turn lane from State Highway 75 onto Elkhorn Road so as to allow traffic to more safely and effectively turn right onto Elkhorn Road from State Highway 75. Accordingly, CASCEA agrees that it shall provide such additional portions of the property adjacent to State Highway 75 as may be reasonably required for the construction of a right turn lane from State Highway 75. In addition, CASCEA shall engineer and construct the right turn lane from State Highway 75 onto Elkhorn Road at no cost to Sun Valley. This Agreement shall constitute the grant by CASCEA of an easement of right of way to Sun Valley for the benefit of the public in general over and across such portions of the property as may be reasonably required for the creation of the right turn lane. The right turn lane shall be constructed in accordance with the standards and requirements that may be reasonably imposed by the State of Idaho and shall not be constructed until approved by the State of Idaho. Nothing herein shall be construed as

restricting CASCEA from obtaining such financial assistance as it may be able to obtain from the State of Idaho in connection with the construction of the right turn lane. In no event shall the right turn lane be completed later than the date of the final plat approval by Sun Valley of any subdivision of the property.

c. Bicycle Path. CASCEA shall engineer, construct and otherwise provide at its sole expense a paved bicycle path running parallel to Elkhorn Road from the intersection of Elkhorn Road and State Highway 75 for a total length of approximately 3,500 feet. This Agreement shall constitute the grant by CASCEA of an easement of right of way to Sun Valley for the benefit of the public in general over and across such portions of the property as may be reasonably required for the creation of the bicycle path called for in this subparagraph. The bicycle path shall be separated by such barriers as may be reasonably required so that the bicycle path is not a portion of Elkhorn Road; and the parties acknowledge that it is necessary for purposes of protection of pedestrians and bicyclists that the bicycle path be substantially separated from Elkhorn Road. The bicycle path shall be constructed of suitable material and shall have an asphaltic surface at least ten feet in width. CASCEA shall provide, prior to the commencement of work contemplated for the construction of the bicycle path, a full set of plans and specifications for the bicycle path for review by the Sun Valley City Engineer; and no work on the bicycle path shall be commenced until such time as the Sun Valley City Engineer shall have approved the plans and specifications. CASCEA agrees that the Sun Valley City Engineer may, in his discretion, require that the bicycle path be constructed to satisfy the criteria announced by the Blaine County Recreation District for bicycle path construction. The construction of the bicycle path called for in this subparagraph shall be completed prior to the earlier of the following events: the final plat approval by Sun Valley of any subdivision of the property; or the substantial completion of a bicycle path over the easement called for in subparagraph 2(d). Sun Valley shall be responsible for the maintenance of the bicycle path after it has been completed; and CASCEA generally warrants and guarantees the improvements contemplated herein to be constructed in a workmanlike manner using generally acceptable materials and construction techniques, and that the improvements will be free of any material defects for a period of one year from the date of completion. Sun Valley agrees that CASCEA shall be entitled to include for purposes of computing minimum lot sizes in the further subdivision of the property, that portion of platted lots over which the easement for the bicycle path is located.

d. Easement for Extension of Bicycle Path.
The establishment of the bicycle path provided for in the

preceding subparagraph (c) does not result in the existence of a continuous bicycle path from the intersection of Elkhorn Road and State Highway 75 all the way to the existing city limits of Sun Valley. Accordingly, CASCEA hereby grants to Sun Valley a perpetual easement in gross for the location of a bicycle path which shall be perpetually open to the general public. The easement herein provided shall be for a bicycle path reasonably similar to the bicycle path required to be constructed by CASCEA under the preceding subparagraph (c) of the Agreement. The easement provided in this subparagraph (d) shall extend from the eastern terminal point of the bicycle path to be constructed by CASCEA under subparagraph (c) of the Agreement and extend along Elkhorn Road to the eastern boundary of the property. Sun Valley agrees that it shall consult with CASCEA prior to the actual establishment of the location of the bicycle path extension. Sun Valley shall not locate the bicycle path extension in such a way as to interfere with substantial structures constructed by CASCEA on the property with prior permission by Sun Valley. Nothing herein shall be construed to require CASCEA to construct the bicycle path across the easement created in this subparagraph (d). CASCEA specifically acknowledges that the easement is for the benefit of not only Sun Valley, but also the Blaine County Recreation District or any other duly organized and qualified governmental entity which is dedicated to the objective of constructing a bicycle path system throughout Blaine County, Idaho, and the cities located therein.

e. Set Back Requirements and Improvements.
CASCEA agrees that in the development of the property no construction of any building shall occur within 50 feet of the northern boundary line of the property and within 100 feet of the western boundary line of the property as those lines run adjacent to Elkhorn Road and State Highway 75, respectively. CASCEA shall engineer and provide at its sole expense appropriate fencing, berming, landscaping and irrigation systems within the set back area adjacent both to State Highway 75 and Elkhorn Road; and prior to the initiation of the construction of the landscaping and irrigation system CASCEA shall provide to Sun Valley for its prior approval a detailed landscape plan showing the location and composition of all irrigation facilities, fences, berms and describing in general the vegetation intended to be planted. CASCEA shall have the continuing responsibility to provide for the maintenance and irrigation, at its sole expense, of the set back area as herein described; and CASCEA covenants that it shall maintain and preserve that set back area so as to beautify and preserve the entrance to Sun Valley both via State Highway 75 and Elkhorn Road. The completion of the berming, fencing, irrigation systems and landscaping of the set back area shall be completed prior to the final plat approval by

Sun Valley of any subdivision of the property. Upon application by CASCEA, Sun Valley may, in its discretion, allow reasonable extensions in the completion date of the improvements contemplated herein; and may, in its discretion allow CASCEA to post sufficient performance bonds or letters of credits, equal to at least 150% of the estimated cost of the completion of the improvements called for herein, in lieu of actual completion by the scheduled completion date.

f. Other Landscaping and Improvements.

CASCEA will engineer and construct at its sole expense limited landscaping and fencing of that portion of the property located on the west side of State Highway 75 and the portion of the property located to the north of Elkhorn Road. The parties acknowledge that the landscaping to be done by CASCEA under this subparagraph (f) is specifically limited to the removal of existing debris and the planting of quaking aspen and other landscaping reasonably commensurate to the landscaping done under subparagraph (e). Fencing required under this subparagraph (f) shall be limited only to a fence along the frontage of the property on the west side of State Highway 75 and along the road frontage of that part of the property on the north side of Elkhorn Road. Prior to the initiation of the construction of the landscaping and fencing of these parcels, CASCEA shall provide to Sun Valley for its prior approval a landscape plan showing the location of the fences intended to be constructed, the location and composition of the berms (if any) that may be established and the location and composition for the vegetation that is intended to be planted in those areas. Nothing herein shall provide a responsibility on the part of CASCEA to provide irrigation or continuing maintenance to those areas. In addition, CASCEA will remove debris, grade and seed as appropriate the borrow pit on the north side of Elkhorn Road from the intersection of Elkhorn Road and State Highway 75 for a distance of approximately 3,500 feet on Elkhorn Road. Nothing herein shall provide a responsibility on behalf of CASCEA to provide irrigation or continuing maintenance to those areas on the north side of Elkhorn Road. The landscaping and improvements called for in this subparagraph (f) shall be completed prior to the final plat approval by Sun Valley of any subdivision of the property.

g. Unimproved Open Space. Certain portions of the property have been zoned OS-1 under the zoning ordinances of Sun Valley. CASCEA covenants and agrees that it will not fence that portion of the property which is zoned OS-1 which has not otherwise been substantially improved by CASCEA as may be provided under the zoning ordinances of Sun Valley. Nothing herein shall be construed to require CASCEA to allow the public to go across the roads it constructs on the property or to otherwise make those roads public roads. Nothing herein shall be construed to

require CASCEA to allow the public to go across that portion of the property zoned RS-1. CASCEA shall also be entitled to reserve as private open space that portion of the property located in the immediate vicinity of the reservoir located on the stream running parallel to Elkhorn Road.

h. Roads and Streets. CASCEA shall provide, design and construct at its sole expense, all roads and streets located on the property according to the specifications for such roads as are found in the Ordinances of Sun Valley. CASCEA acknowledges that Sun Valley does not intend to accept as public thoroughfares any of the roads constructed by CASCEA on the property, and CASCEA shall have the continuing responsibility to provide for the maintenance, including snow removal, of all roads constructed on the property. While the roads shall be private roads, CASCEA shall provide Sun Valley with access acceptable to Sun Valley over the roads constructed on the property such as to provide emergency services that may be required from time to time.

3. LIMITATION ON NUMBER OF RESIDENTIAL UNITS. A portion of the property has been zoned by Sun Valley RS-1 under the language of the Sun Valley Zoning Ordinance. The remaining portions of the property have been zoned OS-1. The RS-1 zoning allows for the construction of substantially more residential units than is desired either by Sun Valley or CASCEA. The parties desire to limit the number of residential units to be constructed in the RS-1 zoned area of the property to 120 units, as defined in the Sun Valley Zoning Ordinance, and to accomplish that end the parties agree as follows: CASCEA covenants and agrees for itself, its successors, assigns and grantees, that the property shall not be developed or used in any way whereby there are more than 120 residential units on the property. This Agreement on behalf of CASCEA shall be a covenant running with the property and with any portion thereof and shall be specifically for the benefit of Sun Valley and the citizens and property owners thereof. CASCEA enters into this covenant freely and voluntarily and with the express acknowledgment that it is agreeing to limit the number of residential units on the property to a number which is less than the number of units that would be allowed under the zoning designation RS-1.

4. ANNEXATION INTO THE SUN VALLEY WATER AND SEWER DISTRICT. Nothing herein shall be deemed as consent to the annexation of the property into the Sun Valley Water and Sewer District. In the event that the property is not annexed into the Sun Valley Water and Sewer District, Sun Valley shall have no responsibility to provide sewer and water services to the property.

5. DIRECTIONAL SIGNS ON STATE HIGHWAY 75. CASCEA shall not construct or install any sign on or adjacent to the property which identifies Sun Valley or provides directional guidance from State Highway 75 to the City Center of Sun Valley without the prior written consent of Sun Valley.

6. NO WAIVER OF REQUIREMENTS UNDER EXISTING LAW. This Agreement shall not function as a waiver of any law, ordinance, regulation or rule of Sun Valley affecting future development of the property, and CASCEA shall comply with all requirements that may be found in any such law, ordinance, regulation or rule in proceeding with the development of the property.

7. FORCE MAJEURE. If either party hereto is delayed in the performance of any of its obligations hereunder because of inclement weather, labor disputes or strike, civil strife, acts of God, actions by the State of Idaho or any of its agencies, the time of performance for completion of such tasks shall be extended for the same time as lost by the cause hereinabove set forth as determined by Sun Valley.

8. AMENDMENT. This Agreement shall be amended or cancelled, in whole or in part, only by the mutual consent of the parties, executed in writing.

9. PROVISIONS TO INSURE COMPLETION OF IMPROVEMENTS. Sun Valley shall be entitled to require prior to the commencement of construction that CASCEA post such reasonably acceptable bonds, letters of credit or undertakings equal to 150% of the bona fide estimated cost of the contemplated improvements to assure the completion of the improvements provided for in this Agreement.

10. EXTENSION OF TIME FOR COMPLETION OF IMPROVEMENTS. The improvements required to be constructed by CASCEA pursuant to paragraphs 2(a), (b), (c), (e) and (f) are required to be completed within the time periods provided in those subparagraphs. Upon request by CASCEA, Sun Valley, may, in its sole discretion, extend the time periods for completion; and in connection with any such extensions may require the extension of any bonds, letters of credit or undertakings previously required under paragraph 9.

11. QUALITY OF TITLE AND BINDING EFFECT. It is the intention of the parties that upon recordation in the office of the Blaine County Recorder that this Agreement, and the grants of easements and the covenants of CASCEA, shall be an encumbrance against the property which is prior to all other encumbrances, claims and liens. Accordingly, CASCEA shall obtain and cause to be recorded with the office

of the Blaine County Recorder valid and binding subordination agreements or other necessary documents from each holder of a security interest, lien or encumbrance in the property subordinating the same to this Agreement. CASCEA shall obtain, at its sole cost and expense, title insurance insuring Sun Valley in the amount of not less than \$170,000 insuring that CASCEA holds fee simple title to the property and that this Agreement is a first lien on the property.

12. DEFAULT. In the event of a breach or default of this Agreement, in addition to all remedies at law and equity, this Agreement is enforceable by specific performance by either party, and, in addition, CASCEA agrees that Sun Valley may de-annex the property. Each of the following events, acts, omissions or occurrences shall constitute a default by CASCEA under this Agreement:

a. If CASCEA shall fail to perform or permit violation of any covenant, condition, promise, obligation, term, duty or provision contained in this Agreement;

b. If CASCEA shall file a petition in bankruptcy or has a petition for involuntary bankruptcy filed against it.

CASCEA shall have thirty (30) days from the date that Sun Valley shall mail a written notice of default to CASCEA by certified mail, return receipt requested, to cure such default. If the default is not cured within that thirty (30) day period, Sun Valley may de-annex the property and shall have all of the rights available to it, in law or equity, to enforce the provisions of this Agreement, which remedies shall be cumulative, and the exercise of one right shall not be deemed to be a waiver of any other rights Sun Valley may have.

13. NOTICES. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Sun Valley shall be addressed as follows:

Office of the Mayor
City of Sun Valley
P. O. Box 416
Sun Valley, Idaho 83353

Notices required to be given to CASCEA shall be addressed as follows:

CASCEA Associates Joint Venture
c/o Serena Stewart
P. O. Box 84
Sun Valley, Idaho 83353

A party may change the address provided herein by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

14. BINDING EFFECT AND COVENANTS RUNNING WITH THE LAND. This Agreement shall inure to the benefit of and be binding upon Sun Valley and CASCEA, its successors and assigns. This Agreement shall be a covenant running with the property and with any portion thereof. The words "successors and assigns" as used in this Agreement shall include all successors, assigns, personal representatives, administrators, trustees and holders of security interest in the property or any portion thereof or interest therein.

15. NO WAIVER. In the event Sun Valley or CASCEA does not strictly comply with any of its obligations or duties herein thereby causing a default of this Agreement, or any forbearance of any kind that may be granted or allowed by CASCEA or Sun Valley to the other under this Agreement shall not in any manner nor in any way be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this Agreement or any subsequent default.

16. RECORDATION. This Agreement and any amendments that might be made thereto may be recorded in the office of the Blaine County Recorder, Hailey, Idaho, and the parties shall share equally the costs of that recordation.

17. RELATIONSHIP OF THE PARTIES. No relationship of principal and agent, partner or joint venturer exist between Sun Valley and the other parties to this Agreement.

18. AUTHORITY TO EXECUTE. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization of his respective principal to execute this Agreement together with all other documents contemplated hereby. Attached hereto and incorporated as Exhibit 2 is a resolution, executed by the partners of CASCEA, specifically authorizing and designating Edward R. Downe, Jr., to execute this Agreement on behalf of CASCEA, identifying each and every partner of CASCEA, and incorporating as attached a true and correct copy of the partnership agreement for CASCEA.

19. MISCELLANEOUS PROVISIONS.

a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.

b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

d. Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover its fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys fees. In addition, should it be necessary for either party to employ legal counsel to enforce any of the provisions of this Agreement, then the other party agrees to pay all attorneys fees and the court costs reasonable incurred.

e. Successors and Assigns. This Agreement and the terms and provisions hereof shall enure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

f. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

g. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

h. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

i. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

j. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement the date first above written.

CITY OF SUN VALLEY, IDAHO

By

Thomas Praggastis
President of the City Council

CASCEA ASSOCIATES JOINT VENTURE

By

Edward R. Downe, Jr.
EDWARD R. DOWNE, JR., a single man

STATE OF IDAHO)
County of Blaine) ss.

On this 27th day of June, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS PRAGGASTIS, known to me to be the President of the City Council of the City of Sun Valley, State of Idaho, that executed the said instrument, and acknowledged to me that such City of Sun Valley, State of Idaho, executed the same.

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

Valerie Brown
NOTARY PUBLIC for Idaho
Residing at Ketchikan Idaho
Commission Expires 4/1/92



STATE OF ~~IDAHO~~ NY)
) ss.
County of NY)

On this 26th day of JUNE, 1986, before me, ELLEN K. RANIERI, a notary public in and for said state, personally appeared ARTHUR D. EMIL, known or identified to me to be the partner in the partnership of CASCEA who subscribed said partnership name to the foregoing instrument and acknowledged to me that he lawfully executed the same in the name of the partnership.

IN WITNESS WHEREOF I have hereunto set my hand and fixed my official seal the day and year first above written.

ELLEN K. RANIERI
Notary Public, State of New York
No. 41-4750070
Qualified in Kings County
Cert. Filed in Nassau County
My Commission Expires Feb. 28, 1989

Ellen K. Ranieri
Notary Public for ~~Idaho~~ NY
Residing at _____
My commission expires _____

STATE OF NY)
) ss.
County of NY)

On this 26th day of JUNE, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD R. DOWNE, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Ellen K. Ranieri
NOTARY PUBLIC for NY
Residing at _____
Commission Expires _____

(seal)

BC3/sf
ELLEN K. RANIERI
Notary Public, State of New York
No. 41-4750070
Qualified in Kings County
Cert. Filed in Nassau County
My Commission Expires Feb. 28, 1989



CLARKE CO.
SARIE J. CLARK
DEPUTY
agreement
DEC 17 AM 10 22
Sun Valley City

280132

EXHIBIT 1

Township 4 North, Range 18 E.B.M., Blaine County, Idaho

Section 19: COMMENCING at the SE corner of said Section 19, from which the S 1/4 corner lies N 89° 44' 07" W., 2668.40 feet and said SE corner being the True Point of Beginning.

THENCE N 89° 44' 07" W., 1401.65 feet to the easterly boundary of State Highway 75;
THENCE N 18° 59' 15" W., 1330.36 feet along said easterly highway boundary;
THENCE S. 89° 55' 38" E., 339.94 feet;
THENCE N. 57° 30' 37" E., 859.66 feet along the southerly boundary of the Pothier parcel and the Wyndemere Subdivision;
THENCE N. 57° 27' 19" E., 928.38 feet along the southeasterly boundary of the Weyyakin Subdivision to the easterly boundary of said Section 19;
THENCE S. 0° 20' 20" W., 2225.25 feet along said easterly boundary to the True Point of Beginning;

EXCEPTING

A tract of land belonging to Blaine County described as follows:

COMMENCING at said SE corner of Section 19;
THENCE N. 11° 44' 26" W., 1939.93 feet to the True Point of Beginning;
THENCE S 58° 01' 27" W., 151.56 feet;
THENCE 127.52 feet along a curve to the right with a central angle of 19° 30' 00", a radius of 374.70 feet, and a long chord of 126.91 feet that bears S. 83° 51' 24" E.;
THENCE S. 74° 06' 25" E., 153.40 feet;
THENCE 19.30 feet along a curve to the left with a central angle of 1° 11' 44", a radius of 924.93 feet, and a long chord of 19.30 feet that bears S. 74° 42' 17" E.;
THENCE N. 49° 17' 05" W., 216.06 feet to the True Point of Beginning.

Section 20: The SW 1/4 NW 1/4, E 1/2 NW 1/4 and SW 1/4

Section 29: The NW 1/4 NW 1/4, E 1/2 NW 1/4, SW 1/4 NE 1/4, W 1/2 SE 1/4 and the E 1/2 SW 1/4

Section 30: COMMENCING at the NE corner of said Section 30, from which the N 1/4 corner lies N 89° 44' 07" W., 2668.40 feet, and said NE corner being the True Point of Beginning;
THENCE S 1° 04' 17" W., 1345.12 feet along the easterly boundary of said Section 30 to the N 1/16 corner common to Section 30 and 29;
THENCE N 89° 55' 17" W., 911.93 feet along the southerly boundary of the NE 1/4 NE 1/4 of said Section 30 to the easterly boundary of State Highway 75;
THENCE N 18° 59' 15" W., 1427.80 feet along said easterly highway boundary to the northern boundary of said Section 30;
THENCE S. 89° 44' 07" E., 1401.65 feet along said northern boundary to the True Point of Beginning.

AND ALSO commencing at said NE corner of Section 30;
THENCE S 80° 25' 25" W., 1408.25 feet to a point on the westerly boundary of State Highway 75 and the True Point of Beginning;
THENCE S. 18° 59' 15" E., 1173.30 feet along said highway boundary to the southerly boundary of the NE 1/4 NE 1/4 of said Section 30;
THENCE N 89° 55' 17" W., 50.35 feet along said southerly boundary to the easterly boundary of the Union Pacific Railroad right-of-way;
THENCE N 23° 56' 20" W., 1161.19 feet along said railroad right-of-way;
THENCE N 71° 00' 45" E., 147.81 feet to the True Point of Beginning;

Section 32: The NE 1/4 NW 1/4

EXCEPT

Lot 5: A parcel of land in Section 19, Township 4 North, Range 18 E.B.M., Blaine County, Idaho, described as follows:
COMMENCING at the SE corner of said Section 19;
THENCE N 64° 53' 27" W., 942.35 feet to the True Point of Beginning
THENCE S 71° 00' 45" W., 646.50 feet to the easterly boundary of State Highway 75;
THENCE N 18° 59' 15" W., 300.00 feet along said Highway boundary;
THENCE N 71° 00' 45" E., 646.50 feet;
THENCE S 18° 59' 15" E., 300.00 feet to the True Point of Beginning

Lot 6: A parcel of land in Section 19 and Section 30, Township 4 North, Range 18 E.B.M., Blaine County, Idaho, described as follows: COMMENCING at the SE corner of said Section 19;
THENCE N 82° 46' 15" W., 754.36 feet to the True Point of Beginning;
THENCE S 71° 00' 45" W., 366.50 feet;
THENCE N 18° 59' 15" W., 322.50 feet;
THENCE N 71° 00' 45" E., 366.50 feet;
THENCE S 18° 59' 15" E., 322.50 feet to the True Point of Beginning.

Lot 7: A parcel of land in Section 30, Township 4 North, Range 18 E.B.M., Blaine County Idaho, more particularly described as follows:
COMMENCING at the NE corner of said Section 30;
THENCE S 61° 32' 13" W., 1047.15 feet to the True Point of Beginning;
THENCE S 18° 59' 15" E., 300.00 feet;
THENCE S 71° 00' 45" W., 290.40 feet to the easterly boundary of State Highway 75;
THENCE N 18° 59' 15" W., 300.00 feet along said easterly highway boundary;
THENCE N 71° 00' 45" E., 290.40 feet to the TRUE POINT OF BEGINNING.

Mark Hofman

From: Bunshoft, Barry L. [BLBunshoft@duanemorris.com]
Sent: Friday, May 30, 2014 10:23 AM
To: Mark Hofman
Subject: RE: Lane Meadows Annexation Application



Dear Mr. Hoffman:

I would appreciate your inclusion of this correspondence in the packet of materials which the members of the City Council will consider in making its decision on the Lane Meadows Annexation Application.

I am a trustee of the Bunshoft Family Trust, which owns Lot 32 on the Lane Ranch Subdivision, located at 5 Willow Road, across the street from the Lane Meadows property for which Evergreen Ventures, LLC, seeks annexation to the City of Sun Valley. I agree with the recommendation of the Planning and Zoning Commission to the City Council to deny the developer's Application for Annexation, based on the Findings of Fact and Conclusions of Law; and I urge the City Council to adopt it in its entirety.

In considering the developer's request for a Category A Annexation pursuant to Idaho Code Section 50-222, the City has the clear right to deny the Application and the developer had no right to judicial review of that decision. If the City elects to consider the Annexation, it has broad discretion to impose conditions before it agrees to an Annexation or Development Agreement. In addition to the Idaho Supreme Court cases which support this principle, there is a very close-to-home example in the 1986 Annexation Agreement between the City of Sun Valley and the original developers of Lane Ranch. The City Council imposed eight separate mitigation conditions, including road modifications, setback requirements and a detailed landscape plan. It required the developer to covenant and agree to limit the number of residential units to a number much lower than allowable under RS-1 zoning—a number which translates to average lot sizes in Lane Ranch greater than one acre.

While the Commission has listed numerous grounds upon which to recommend denial of the request for Annexation, the issue of greatest concern to the neighborhood is the lack of compatibility required by the City Planning Code. "Compatibility" is defined generally in land use planning texts and specifically in many city codes to include such items as lot sizes, setbacks, building envelopes and landscape plans. Lane Meadows is surrounded on all sides by the Lane Ranch subdivision, save a narrow corridor for access by a road to Highway 75. The obvious way to make the proposed development compatible with Lane Ranch is to submit a development plan which is essentially seamless with Lane Ranch. Unfortunately, the developer has stated publicly that his intent is to develop a subdivision in the heart of Lane Ranch which is specifically incompatible with Lane Ranch. He plans to squeeze close-together single-family homes on lots half the size of the average Lane Ranch lot, as he perceives that there is a market demand for smaller units and that there is no current market demand for quality real estate development like Lane Ranch. Even if he may have the right idea, he has the wrong place.

I suggest that the City Council accept the recommendation of the Planning and Zoning Commission to deny the Application for Annexation. With this clear statement of what is unacceptable, the developer can request in the future Annexation with a plan which is compatible with the surrounding Lane Ranch subdivision and meets the other objections spelled out in the Commission's recommendation.

Barry L. Bunshoft
Of Counsel

Duane Morris LLP
One Market Plaza, Spear Tower
Suite 2200
San Francisco, CA 94105-1127
P: +1 415 957 3175
F: +1 415 354 3290