Planning and Zoning Commission
Hearing Date: June 4, 2026
Canyon County Development Services Department

PLANNING DIVISION STAFF REPORT

CASE NUMBER:	**SD2025-0002**
APPLICANT/OWNER:	**Infinite Real Estate Group**
APPLICATION:	**Preliminary Plat – Pheasant Heights Subdivision**
LOCATION:	**23854 Emmett Road, Caldwell** **Parcels R34445012A2, 012A, and 012B (46.96 acres)**
PLANNER:	**Dan Lister, Planning Supervisor**
STAFF RECOMMENDATION:	**Approval**

REQUEST:
The applicant requests approval of the Pheasant Heights Subdivision preliminary plat consisting of 33 lots: 30 residential lots, 2 commercial lots, and 1 private road lot (**Exhibit B**).

PARCEL INFORMATION REPORT: *See **Exhibit C.1** for information*

APPLICABLE CODE:
The following laws and ordinances apply to this decision: Canyon County Code of Ordinances (CCCO) §01-17 (Land Use/Land Division Hearing Procedures), CCCO §07-05 (Notice, Hearing and Appeal Procedures), CCCO §07-17-09 (Preliminary Plat Criteria); and Idaho Code §67-6513.

BACKGROUND:
Parcel R34445012B was zoned to C-1 in 2009 (RZ2010-6, **Exhibit C.4**). Parcels R34445012A and 012A2 were rezoned to R-1 in 2019 (RZ2019-0011, **Exhibit C.3**).

HEARING CRITERIA:

Table 1. Preliminary Plat Standards of Evaluation – CCCO §07-17-09

County Ordinance and Review		
Criteria Met?	**Code Section**	**Criteria**
Yes	**1**	**Application: The applicant shall file with DSD a copy of the completed subdivision application form as prescribed by the director and a copy of the preliminary plat with data as required in this section, including, but not limited to, preliminary irrigation plans, the availability of irrigation water to the property, and a preliminary drainage plan. All applicable fees shall be paid at this time.**
Analysis	Preliminary plat summary and consistency review per CCCO §07-17-09(1)A through F were completed (See **Exhibit C.5** *for details*): **Summary of Review – Pheasant Heights Subdivision (Exhibit B.2):** • Total Acreage: 46.96 acres (38.59 acres after public road dedication and road lot). • Total Number of Lots: 30 residential lots, 2 commercial lots, and one (1) road lot. • Zoning: "R-1" (Single-Family Residential, one-acre minimum lot size, **Exhibit C.3**) and "C-1" (Neighborhood Commercial, **Exhibit C.4**). • Roads/Access: The request proposes public roads (Golden Street & Bulwer Avenue) to serve the main entrance from Emmett Road to commercial development and provides access to the private road	

	network proposed to serve the residential development (Argus Lane, Golden Lane, Reeves Lane, and Fireback Lane). The public roads will be required to meet Highway District #4 requirements (**Exhibit D.3**). The private road must meet county code. The private roads are located in a 60' wide road lot consistent with CCCO §07-17-31. Private road construction and road users' maintenance agreement must comply with the county code prior to the final plat signature by the Board of County Commissioners, per CCCO §07-10-03 (*See Conditions 1 & 10*). Middleton Fire District did not comment, but will be required to review the roads/access before final plat approval per CCCO §07-10-03. *See Condition 6.* o Highway District #4 (HD4) approved the preliminary plat, subject to construction drawing and final plat conditions (See TIS review and Option 4 in HD4 letter, **Exhibit D.3**). *See condition #3.* o Idaho Transportation Department (ITD) does not have any concerns regarding the development. However, ITD supports HD4/Middleton to collect a proportionate share of funding for the signal at SH-44 & Emmett Road (**Exhibit D.4**). • Area of City Impact: At the time of submittal, the subject parcels were located in the Middleton area of city impact (AOCI). However, as of December 30, 2025, the subject parcels are no longer in the Middleton AOCI. o Due to the development's location within city limits, the City of Middleton requests that frontage along Emmett Road comply with the city's 3-lane arterial standards (including an asphalt pathway and providing spacing for bike lanes) and that internal public roads comply with the city's local road standards (including concrete sidewalks). This will promote conformity, attractiveness, and compliance if the development is ever annexed into the city (**Exhibit D.5**). The preliminary plat shows that the public roads comply with city standards. • Water/ Sewage Disposal: Per plat note #6, individual private wells will be installed. Per plat note #7, individual septic systems will be installed. *See condition 5.* • Irrigation: Per plat note #8, individual pressure irrigation services will be installed. Per plat note #9, the subdivision will receive pressure irrigation from the C.E. 18.1, owned and maintained by the Black Canyon Irrigation District. *See conditions 1 & 7.* o Existing C.E. 18.1 Lateral will be piped and will be constructed to ensure existing users will not be impacted (**Exhibits B.2, E.1 & E.2**). The proposed pressurized irrigation pumphouse is located within an easement on Lot 2. Irrigation easements will ensure each lot is served by pressurized irrigation. ▪ Black Canyon Irrigation District (BCID) comment letter requesting a preliminary plat meeting (**Exhibit D.6**). The applicant stated this was completed. However, BCID did not provide a new letter. BCID final plat comments have been included as conditions of approval. *See Condition 4.* • Drainage: Per plat note #4, storm water runoff shall be contained onsite by means of drainage swales and retention facilities. Per plat note #5, the Homeowners Association, the underlying property owner, or adjacent property owner is responsible for all storm drainage facilities outside of the public right-of-way, including all routine and heavy maintenance. DSD Engineering requires construction drawings at the time of the final plat and a facility maintenance plan to be included in the CC&Rs before final plat approval (**Exhibit C.5**). *See Plat Note #15 of **Exhibit B.2** and Condition 1b.*	
Criteria Met? **Yes**	**2**	**Acknowledgment: Upon receipt of the application, preliminary plat, and applicable fees, DSD shall acknowledge, sign, and date the application and deem it accepted.**
Analysis	On January 25, 2026, the application and plat were accepted by DSD (**Exhibit B**).	
Criteria Met?	**3**	**Agency Review: A: The DSD shall transmit one copy of the preliminary plat to county departments and any such other agencies that may have jurisdiction or an interest in the**

Yes		**proposed subdivision for their review and recommendation. B. If no written reply is received from any of the various departments or interested agencies within thirty (30) calendar days from the date of notification, approval of the preliminary plat by such department or agency will be considered to be granted.**
Analysis	A. Affected agencies were notified on April 23, 2025 (courtesy notice) and April 30, 2026 (hearing notice). The following agency comments were received: 1. Highway District #4 – HD4 (**Exhibit D.3**) • Access: The development's only access/frontage is Emmett Road, a principal arterial. The approach will be a right-in-right-out approach. The Emmett Road frontage will be widened with two southbound lanes, a center median, and a right turn taper to allow right turn movements into the subdivision. Sidewalks will be extended and connected to existing sidewalk improvements. • Traffic: The residential and commercial uses are estimated to generate 3,652 daily trips with 107 AM peak hour trips and 287 PM peak hour trips. A traffic impact study was provided, which reviews present-day conditions, conditions at buildout (projected at 2029 and horizon year conditions, which are 5 years after buildout. The Hartley/Willis and Emmett and SH-44 intersections are identified to fall below acceptable levels of service by 2029 and worsen. HD4 approved the preliminary plat, subject to construction drawing and final plat conditions (See Option 4 in **Exhibit D.3** for conditions). *See condition #3.* 2. Idaho Transportation Department - ITD (**Exhibit D.4**) • ITD does not have any concerns regarding the development. However, ITD supports HD4/Middleton to collect a proportionate share of funding for the signal at SH-44 & Emmett Road. 3. DSD GIS/Addressing (**Exhibit D.7**) • The subdivision name, Quail Run, cannot be used. The revision to the subdivision name Pheasant Heights complies with state law (Idaho Code 50-1307). The street names are found to be consistent with CCCO §06-05-13. 4. Southwest District Health - SWDH (**Exhibit D.1**) • SWDH approved a nutrient pathogen study for the development on September 30, 2024. Test holes were conducted on September 23, 2024, and septic systems have been proposed on each lot. SWDH does not have concerns with the requested preliminary plat. *See condition 5.* 5. Middleton School District – MSD (**Exhibit D.2)** • Two of the three Middleton elementary schools are over capacity. Middleton Middle and High schools are nearing capacity. Funding for a new elementary school near the intersection of Kingbury Road and SH-44 has been secured. Completion of the school ranges between Fall of 2027 and Fall of 2028. MSD anticipates that the student redistribution among the four elementary schools will address the capacity issue. MSD requests the developer to work with the school district regarding planned bus stop locations/spacing and collaborating for a signaled crosswalk between the development and Middleton High School. *See condition 9.* 6. City of Middleton (**Exhibit D.5**) • Due to the development's location within city limits, the City of Middleton requests that frontage along Emmett Road comply with the city's 3-lane arterial standards (including an asphalt pathway and providing spacing for bike lanes) and that internal public roads comply with the city's local road standards (including concrete sidewalks). This will promote conformity, attractiveness, and compliance if the development is ever annexed into the city	

	o The preliminary plat shows that the public roads comply with city standards (**Exhibit B.2**). 7. Idaho Department of Environmental Quality – DEQ (**Exhibit D.8**) • The letter from DEQ is informational, not project-specific.

Table 2. Commission Review – CCCO §07-17-09(4)

Commission Review: A. The commission or hearing examiner shall hold a noticed public hearing on the preliminary plat. The hearing body shall recommend that the board approve, approve conditionally, modify, or deny the preliminary plat. The reasons for such action will be shown in the commission's minutes. The reasons for the action taken shall specify:		
County Ordinance and Review		
Criteria Met?	**Code Section**	**Criteria**
Yes	**1**	**The ordinance and standards used in evaluating the application.**
Analysis	A. Idaho Code Section 67-6513 (Subdivisions), B. Idaho Code Sections 50-1301 through 50-1329 (Platting), C. Idaho Code Section 22-4503 (Right-to-Farm Act, See Plat Note 14, **Exhibit B.2**), D. Idaho Code, Sections 31-3805 & 42-111 (Irrigation), and E. Canyon County Code of Ordinances (CCCO), Chapter 7, Article 17 (Subdivision Regulations).	
Criteria Met? **Yes**	**2**	**Recommendations for conditions of approval that would minimize adverse conditions, if any.**
Analysis	The following conditions are recommended: 1) All subdivision improvements (public or private roads, irrigation, and drainage swales/basins) and amenities shall be bonded or completed prior to the Board of County Commissioners' signature on the final plat. a. Construction plans/drawings shall be submitted per CCCO §07-17-11. Construction plans/drawings are to be reviewed and approved by the County Engineer prior to construction beginning. b. A stormwater and irrigation facility maintenance plan shall be prepared by a licensed engineer and provided in the subdivisions recorded CC&Rs. 2) Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved. 3) Development shall comply with the requirements of the local highway district and all applicable traffic study conditions (**Exhibit D.3**). Evidence shall include the highway district's signature on the final plat. 4) Development shall comply with irrigation district requirements (**Exhibit D.6**). Evidence shall include written correspondence from the irrigation district approving the final plat before the Board of County Commissioners' signature on the final plat. 5) Development shall comply with Southwest District Health requirements. Evidence shall include Southwest District Health's signature on the final plat. 6) Development shall comply with Fire District requirements. Evidence shall include written correspondence from the Fire District approving the final plat before the Board of County Commissioners' signature on the final plat. 7) A water user's maintenance agreement for the pressurized irrigation system shall be provided with the application for the final plat and recorded concurrently with the final plat (separately or as part of the CC&Rs). The instrument number shall be added as a note on the final plat.	

	8) Prior to the Board signing the final plat, a location on the common lot shall be provided for a United States Postal Service community mailbox unless waived by the United States Postal Service. 9) The applicant/developer shall work with Middleton School District regarding providing an adequate bus stop and coordinate road crossing between the development and Middleton High School. Evidence of the coordination between the developer and the school district shall be submitted, and the final plat shall include the location/note regarding the bus stop spacing. 10) A road user's maintenance agreement for the private road shall be provided with the application for the final plat. The agreement shall be recorded as part of the subdivision CC&Rs or separately. The instrument number shall be added as a note on the final plat.	
Criteria Met? **Yes**	**3**	**The reasons for recommending the approval, conditional approval, modification, or denial.**
Analysis	*See Table 1 and Table 2, Sections 1 & 2.*	
Criteria Met? **Yes**	**4**	**If denied, the actions, if any, that the applicant could take to gain approval of the proposed subdivision.**
Analysis	N/A.	

NOTIFICATION AND COMMENTS:

Notice of the public hearing was provided as per CCCO §07-05-01. Agencies were notified on April 30, 2026. JEPA notice was sent to the City of Middleton on April 23, 2025, and April 30, 2026. Property owners within 600 feet of the subject property boundaries were notified on May 5, 2026. A newspaper notice was published on May 5, 2026. The subject property was posted with a notice on May 4, 2026.

Pursuant to CCCO §01-17-07B - Materials Deadline, the submission of late documents or other materials does not allow all parties time to address the materials or allow sufficient time for public review. After the materials deadline, any input may be provided verbally at the public hearing and become part of the record.

AGENCY COMMENTS

All agency comments received by the aforementioned materials deadline are located in **Exhibit D**.

PUBLIC COMMENTS

Staff received two written public comments by the materials deadline. Generally, the comments were questions regarding irrigation and future commercial use. All public comments received by the aforementioned materials deadline are located in **Exhibit E**.

RECOMMENDATION AND DECISION OPTIONS:

In consideration of the application and supporting materials, staff concludes that the proposed preliminary plat is compliant with Canyon County Ordinance 07-17-09. See full analysis in Tables 1 and 2 of this report.

Should the Commission wish to approve the subject application, the recommended conditions of approval are listed in Table 2, Section 2.

DECISION OPTIONS

- **Approval of the Application**: "I move to approve SD2025-0002, Pheasant Heights Subdivision, finding the application **does** meet the criteria for approval under Article 07-17-09 of Canyon County Zoning Ordinance, **with the conditions listed in the staff report, finding that**: [*Cite reasons for approval & insert any additional conditions of approval*].
- **Denial of the Application**: "I move to deny SD2025-0002, Pheasant Heights Subdivision, finding the application **does not** meet the criteria for approval under 07-17-09 of Canyon County Zoning Ordinance, **finding that** [*cite findings for denial based on the express standards outlined in the criteria & the actions, if any, the applicant could take to obtain approval (ref.ID.67-6519(5)*].

- **Table the Application:** "I move to continue SD2025-0002, Pheasant Heights Subdivision, to a [*date certain or uncertain*]

EXHIBITS:

A. Draft FCOS

B. Application Packet & Supporting Materials

1. Master Application
2. Preliminary Plat
3. Subdivision Worksheet
4. Irrigation Plan Application
5. Initial Agency Review
   a. Middleton Fire
   b. Highway District #4
   c. City of Middleton
   d. Southwest District Health
   e. Black Canyon Irrigation District
6. Deed
7. PowerPoint Presentation

C. Supplemental Documents

1. Parcel Information Report
2. Cases Maps
   a. Aerial
   b. Vicinity
3. RZ2019-0034
4. RZ2010-6
5. DSD Subdivision Review Checklist

D. Agency Comments Received by May 26, 2026

1. Southwest District Health, email received on April 25, 2025
2. Middleton School District, letter dated May 26, 2026
3. Highway District #4, letter dated March 25, 2026
4. Idaho Transportation Department
   a. Email received on May 1, 2025
   b. Email received on April 2, 2026
5. City of Middleton, email received on June 13, 2024
6. Black Canyon Irrigation District
   a. Email from applicant received May 26, 2026, with district letter dated September 24, 2025
   b. District letter dated May 13, 2025
7. DSD GIS/Addressing, email received on July 22, 2025
8. Idaho Department of Environmental Quality, letter dated April 28, 2025

E. Public Comments Received by May 26, 2026

1. Dan Crossley, email received on May 20, 2026
2. Todd Spalding, email received on May 19, 2026

EXHIBIT A

Draft FCOs

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Planning & Zoning Commission

Case# SD2025-0002

Hearing date: June 4, 2026

PLANNING AND ZONING COMMISSION

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

In the matter of the application of:
Pheasant Heights Subdivision - SD2025-0002

The Canyon County Planning and Zoning Commission considers the following:

The applicant requests approval of the Pheasant Heights Subdivision preliminary plat consisting of 33 lots: 30 residential lots, 2 commercial lots, and 1 private road lot.

The subject property is 23854 Emmett Road, Caldwell (Parcels R34445012A, 012A2, and 012B); also referenced as a portion of the NE¼ of Section 2, T4N, R3W, B-M, Canyon County, Idaho.

Summary of the Record

1. The record is comprised of the following:

   A. The record includes all testimony, the staff report, exhibits, and documents in Case File SD2025-0002.

      1. All exhibits can be found in the case staff report dated June 4, 2026.

Applicable Law

1. The following laws and ordinances apply to this decision: Canyon County Code of Ordinances (CCCO) §01-17 (Land Use/Land Division Hearing Procedures), CCCO §07-05 (Notice, Hearing and Appeal Procedures), CCCO §07-17-09 (Preliminary Plat Criteria); and Idaho Code §67-6513.

   a. Notice of the public hearing was provided per CCCO §07-05-01 and Idaho Code §67-6509. Notice of the public hearing was provided as per CCCO §07-05-01. Agencies were notified on April 30, 2026. JEPA notice was sent to the City of Middleton on April 23, 2025, and April 30, 2026. Property owners within 600 feet of the subject property boundaries were notified on May 5, 2026. A newspaper notice was published on May 5, 2026. The subject property was posted with a notice on May 4, 2026.

2. Per CCCO §07-17-09(4) - Commission Review: A. The commission or hearing examiner shall hold a noticed public hearing on the preliminary plat. The hearing body shall recommend that the board approve, approve conditionally, modify, or deny the preliminary plat. The reasons for such action will be shown in the commission's minutes. The reasons for action taken shall specify: 1. The ordinance and standards used in evaluating the application; 2. Recommendations for conditions of approval that would minimize adverse conditions, if any; 3. The reasons for recommending the approval, conditional approval, modification, or denial; and 4. If denied, the actions, if any, that the applicant could take to gain approval of the proposed subdivision. B. Upon recommendation by the commission, the preliminary plat, together with the commission's recommendation, shall be transmitted to the board.

The application, SD2025-0002, was presented at a public hearing before the Canyon County Planning and Zoning Commission on June 4, 2026. Having considered all the written and documentary evidence, the record, the staff report, oral testimony, and other evidence provided, including the conditions of approval and project plans, the Planning and Zoning Commission decides as follows:

Table 1. Preliminary Plat Standards of Evaluation – CCCO §07-17-09

County Ordinance and Review		
Criteria Met?	**Code Section**	**Criteria**
Yes	**1**	**Application: The applicant shall file with DSD a copy of the completed subdivision application form as prescribed by the director and a copy of the preliminary plat with data as required in this section, including, but not limited to, preliminary irrigation plans, the**

		availability of irrigation water to the property, and a preliminary drainage plan. All applicable fees shall be paid at this time.
Analysis	Preliminary plat summary and consistency review per CCCO §07-17-09(1)A through F were completed (See **Exhibit C.5** *for details*): **Summary of Review – Pheasant Heights Subdivision (Exhibit B.2):** • Total Acreage: 46.96 acres (38.59 acres after public road dedication and road lot). • Total Number of Lots: 30 residential lots, 2 commercial lots, and one (1) road lot. • Zoning: "R-1" (Single-Family Residential, one-acre minimum lot size, **Exhibit C.3**) and "C-1" (Neighborhood Commercial, **Exhibit C.4**). • Roads/Access: The request proposes public roads (Golden Street & Bulwer Avenue) to serve the main entrance from Emmett Road to commercial development and provides access to the private road network proposed to serve the residential development (Argus Lane, Golden Lane, Reeves Lane, and Fireback Lane). The public roads will be required to meet Highway District #4 requirements (**Exhibit D.3**). The private road must meet county code. The private roads are located in a 60' wide road lot consistent with CCCO §07-17-31. Private road construction and road users' maintenance agreement must comply with the county code prior to the final plat signature by the Board of County Commissioners, per CCCO §07-10-03 (*See Conditions 1 & 10*). Middleton Fire District did not comment but will be required to review the roads/access before final plat approval per CCCO §07-10-03. *See Condition 6.* o Highway District #4 (HD4) approved the preliminary plat, subject to construction drawing and final plat conditions (See TIS review and Option 4 in HD4 letter, **Exhibit D.3**). *See condition #3.* o Idaho Transportation Department (ITD) does not have any concerns regarding the development. However, ITD supports HD4/Middleton to collect a proportionate share of funding for the signal at SH-44 & Emmett Road (**Exhibit D.4**). • Area of City Impact: At the time of submittal, the subject parcels were located in the Middleton area of city impact (AOCI). However, as of December 30, 2025, the subject parcels are no longer in the Middleton AOCI. o Due to the development's location within city limits, the City of Middleton requests that frontage along Emmett Road comply with the city's 3-lane arterial standards (including an asphalt pathway and providing spacing for bike lanes) and that internal public roads comply with the city's local road standards (including concrete sidewalks). This will promote conformity, attractiveness, and compliance if the development is ever annexed into the city (**Exhibit D.5**). The preliminary plat shows that the public roads comply with city standards. • Water/ Sewage Disposal: Per plat note #6, individual private wells will be installed. Per plat note #7, individual septic systems will be installed. *See condition 5.* • Irrigation: Per plat note #8, individual pressure irrigation services will be installed. Per plat note #9, the subdivision will receive pressure irrigation from the C.E. 18.1, owned and maintained by the Black Canyon Irrigation District. *See conditions 1 & 7.* o Existing C.E. 18.1 Lateral will be piped and will be constructed to ensure existing users will not be impacted (**Exhibits B.2, E.1 & E.2**). The proposed pressurized irrigation pumphouse is located within an easement on Lot 2. Irrigation easements will ensure each lot is served by pressurized irrigation. ▪ Black Canyon Irrigation District (BCID) comment letter requesting a preliminary plat meeting (**Exhibit D.6**). The applicant stated this was completed. However, BCID did not provide a new letter. BCID final plat comments have been included as conditions of approval. *See Condition 4.* • Drainage: Per plat note #4, storm water runoff shall be contained onsite by means of drainage swales and retention facilities. Per plat note #5, the Homeowners Association, the underlying property owner, or adjacent property owner is responsible for all storm drainage facilities outside of the public right-of-way, including all routine and heavy maintenance. DSD Engineering requires construction drawings at the time of the final plat and a facility maintenance plan to be included in the CC&Rs before final plat approval (**Exhibit C.5**). *See Plat Note #15 of **Exhibit B.2** and Condition 1b.*	

Criteria Met? **Yes**	**2**	**<u>Acknowledgment</u>: Upon receipt of the application, preliminary plat, and applicable fees, DSD shall acknowledge, sign, and date the application and deem it accepted.**
Analysis	On January 25, 2026, the application and plat were accepted by DSD (**Exhibit B**).	
Criteria Met? **Yes**	**3**	**<u>Agency Review</u>: <u>A:</u> The DSD shall transmit one copy of the preliminary plat to county departments and any such other agencies that may have jurisdiction or an interest in the proposed subdivision for their review and recommendation. <u>B.</u> If no written reply is received from any of the various departments or interested agencies within thirty (30) calendar days from the date of notification, <u>approval of the preliminary plat by such department or agency will be considered to be granted</u>.**
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Criteria Met? **Yes**	**2**	**Recommendations for conditions of approval that would minimize adverse conditions, if any.**
Analysis	*See Order Section for conditions of approval.*	
Criteria Met? **Yes**	**3**	**The reasons for recommending the approval, conditional approval, modification, or denial.**
Analysis	*See Table 1 and Table 2, Sections 1 & 2.*	
Criteria Met? **Yes**	**4**	**If denied, the actions, if any, that the applicant could take to gain approval of the proposed subdivision.**
Analysis	*N/A.*	

Order

Based upon the Findings of Fact, Conclusions of Law, and Order contained herein, the Planning and Zoning Commission recommends **approval** of Case # SD2025-0002, the Pheasant Heights Subdivision Preliminary Plat, subject to the following conditions:

1. All subdivision improvements (public or private roads, irrigation, and drainage swales/basins) and amenities shall be bonded or completed prior to the Board of County Commissioners' signature on the final plat.
   a. Construction plans/drawings shall be submitted per CCCO §07-17-11. Construction plans/drawings are to be reviewed and approved by the County Engineer prior to construction beginning.
   b. A stormwater and irrigation facility maintenance plan shall be prepared by a licensed engineer and provided in the subdivisions recorded CC&Rs.
2. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
3. Development shall comply with the requirements of the local highway district and all applicable traffic study conditions (**Exhibit D.3**). Evidence shall include the highway district's signature on the final plat.
4. Development shall comply with irrigation district requirements (**Exhibit D.6**). Evidence shall include written correspondence from the irrigation district approving the final plat before the Board of County Commissioners' signature on the final plat.

5. Development shall comply with Southwest District Health requirements. Evidence shall include Southwest District Health's signature on the final plat.
6. Development shall comply with Fire District requirements. Evidence shall include written correspondence from the Fire District approving the final plat before the Board of County Commissioners' signature on the final plat.
7. A water user's maintenance agreement for the pressurized irrigation system shall be provided with the application for the final plat and recorded concurrently with the final plat (separately or as part of the CC&Rs). The instrument number shall be added as a note on the final plat.
8. Prior to the Board signing the final plat, a location on the common lot shall be provided for a United States Postal Service community mailbox unless waived by the United States Postal Service.
9. The applicant/developer shall work with Middleton School District regarding providing an adequate bus stop and coordinate road crossing between the development and Middleton High School. Evidence of the coordination between the developer and the school district shall be submitted, and the final plat shall include the location/note regarding the bus stop spacing.
10. A road user's maintenance agreement for the private road shall be provided with the application for the final plat. The agreement shall be recorded as part of the subdivision CC&Rs or separately. The instrument number shall be added as a note on the final plat.

DATED this _____ day of _____, 2026.

PLANNING AND ZONING COMMISSION
CANYON COUNTY, IDAHO

_____
Robert Sturgill, Chairman

State of Idaho)

SS

County of Canyon County)

On this _____day of _____, in the year 2026, before me_____, a notary public, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (she) executed the same.

Notary: _____

My Commission Expires: _____

EXHIBIT B

Application Packet & Supporting Materials

-

Planning & Zoning Commission

Case# SD2025-0002

Hearing date: June 4, 2026

Docusign Envelope ID: 54C89D54-B93B-406C-A779-AC7A03DC612D

PRELIMINARY PLAT
PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: Infinite Real Estate Group	
	MAILING ADDRESS: 24 E. Main Street American Fork, Utah 84003	
	PHONE:	EMAIL:

I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.

Signature: Signed by: Amy Johnson *Date:* 12/9/2024

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME: Infinite Real Estate Group	
	COMPANY NAME: 24 E. Main Street American Fork, Utah 84003	
	MAILING ADDRESS:	
	PHONE: [redacted]	EMAIL: [redacted]

SITE INFO	STREET ADDRESS:	
	PARCEL NUMBER: R34445012A2; R34445012B , R34445012A	
	PARCEL SIZE: 46.98 Acres	
	NUMBER OF LOTS: 32	
	PROPOSED SUBDIVISION NAME: Quail Run Acres	
	FLOOD ZONE (YES/NO)	ZONING DISTRICT: R-1/C-1

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER SD2025-0002	DATE RECEIVED: 1/29/25
RECEIVED BY: Madelyn Vander Veen	APPLICATION FEE: $1,980 (CK) MO CC CASH

w/ RD2025-0001

1 + $80 for private Rd name

$2060

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT
111 North 11th Avenue, #310, Caldwell, ID 83605
zoninginfo@canyoncounty.id.gov - Phone: 208-454-7458
Revised 3/30/23

PHEASANT HEIGHTS SUBDIVISION
PRELIMINARY PLAT

A PORTION OF THE E $\frac{1}{2}$ AND N $\frac{1}{4}$ OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 3 WEST
CANYON COUNTY, IDAHO

LEGEND

- PROPOSED BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED CENTERLINE
- PROPOSED LOT LINE
- PROPOSED CURB IMPROVEMENTS
- PROPOSED ROAD GUTTER
- PROPOSED SIDEWALK
- PROPOSED PUBLIC ACCESS EASEMENT
- PROPOSED RESIDENTIAL LOT
- PROPOSED COMMERCIAL LOT
- PROPOSED STORMWATER RETENTION
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED SHOULDER
- EXISTING WATER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING TELEPHONE LINE
- EXISTING ELECTRIC LINE
- EXISTING WATER MAIN
- EXISTING EDGE OF PAVEMENT
- EXISTING COMMUNICATIONS LINE
- EXISTING FENCE
- EXISTING GAS LINE
- EXISTING IRRIGATION PIPE
- EXISTING POWER POLE
- EXISTING STREET SIGN
- EXISTING WATER SPIGOT
- EXISTING TREE
- EXISTING SHRUB
- EXISTING CONTOUR LINE
- EXISTING EDGE OF GRAVEL
- EXISTING TOP OF BANK LIMITS
- PROPOSED SAWCUT LIMITS
- EXISTING CATCH BASIN

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
01	COVER SHEET
02	NOTES AND TABLES
03	ALTA/NSPS LAND TITLE AND SURVEY
04	PRELIMINARY GRADING & DRAINAGE PLAN
05	UTILITY PLAN

DEVELOPER

INFINITE REAL ESTATE GROUP
REALTY PATH SOUTH VALLEY
24 E. MAIN STREET
AMERICAN FORK, UTAH 84003
PHONE: (801) 309-6485
CONTACT: AMY JOHNSON

CIVIL ENGINEER/LAND PLANNER

KIMLEY-HORN AND ASSOCIATES, INC.
1100 W. IDAHO STREET
SUITE 210
BOISE, IDAHO 83702
PHONE: (208) 906-3871
CONTACT: TELLER BARD, PE

LAND SURVEYOR

COMPASS LAND SURVEYING
623 11TH AVENUE SOUTH
NAMPA, IDAHO 83651
PHONE: (208) 442-0115
CONTACT: RICHARD GRAY

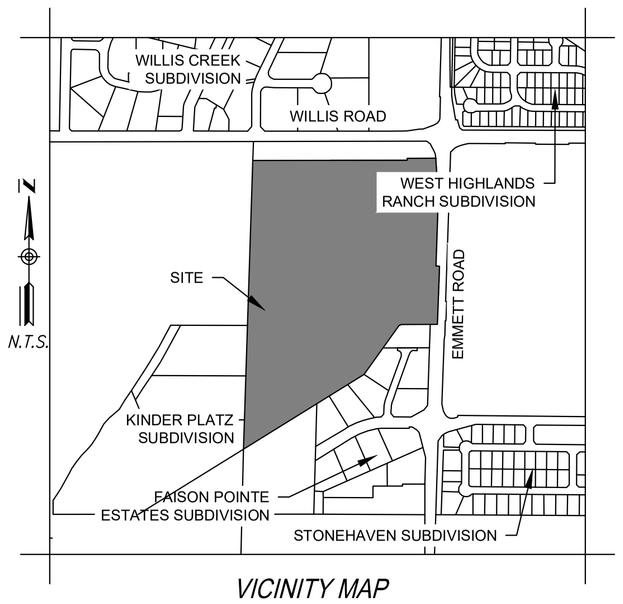
PRELIMINARY PLAT DATA

EXISTING ZONING: R-1 & C-1

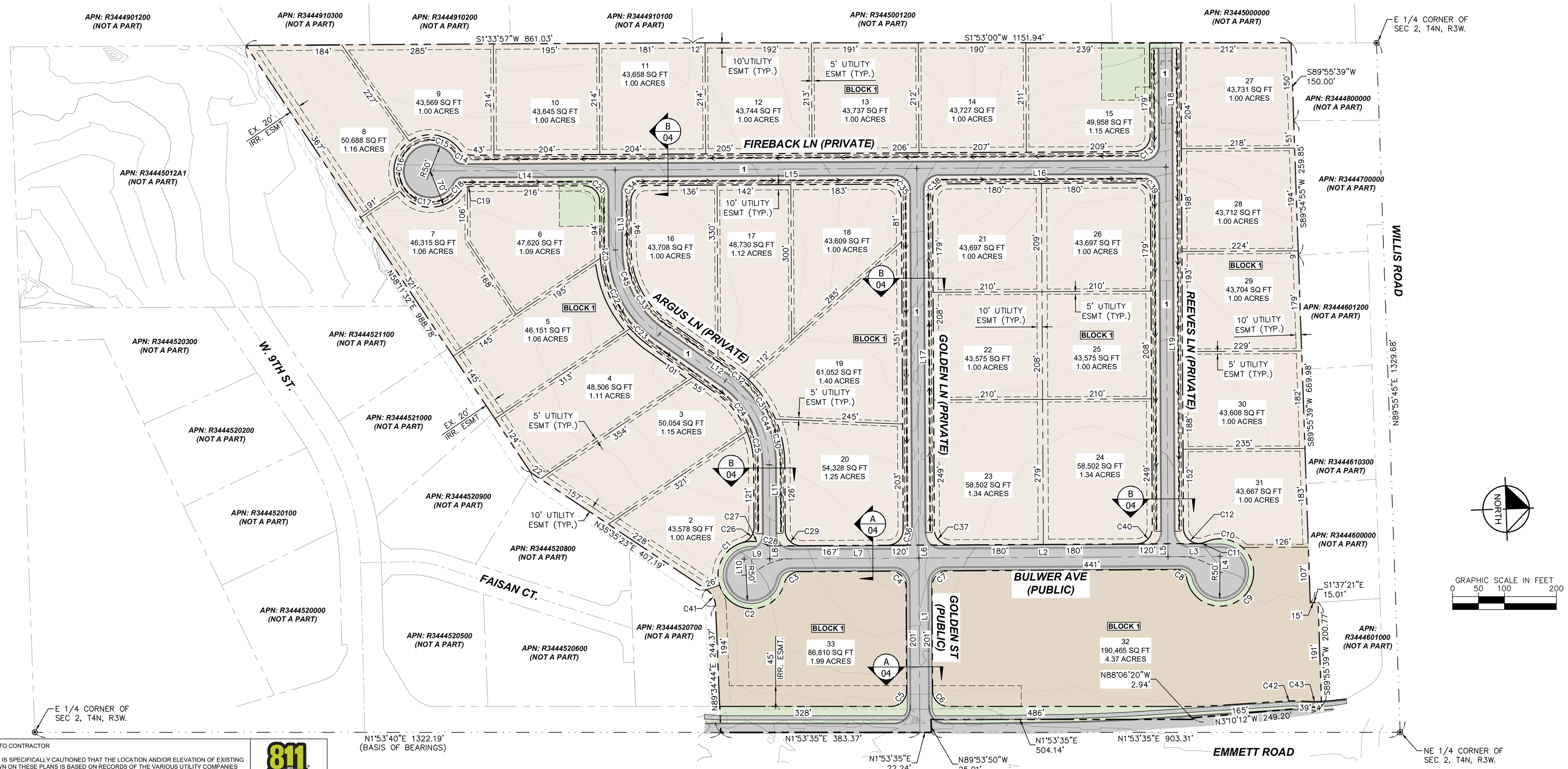
RESIDENTIAL ACREAGE: 37.86 AC
COMMERCIAL ACREAGE: 6.36 AC
NUMBER OF RESIDENTIAL LOTS: 30
NUMBER OF COMMERCIAL LOTS: 2
NUMBER OF PRIVATE ROADWAY LOTS : 1
TOTAL NUMBER OF LOTS: 33
AVERAGE LOT SIZE (AC): 1.07 AC
MINIMUM LOT SIZE (AC): 1.00 AC
RESIDENTIAL GROSS DENSITY (DU/AC): 0.93 DU/AC

BENCHMARK

TBM #1: FOUND $\frac{5}{8}$" IRON PIN WITH CAP STAMPED PLS 8251. LOCATED AT THE END OF TURNAROUND ON W. 9TH STREET NEAR EASTERLY BOUNDARY. ELEV.= 2432.18'



VICINITY MAP
1" = 750'



CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

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

DATE	DESCRIPTION

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1100 W. Idaho Street, Suite 210
Boise, Idaho 83702 (208) 906-3871

PHEASANT HEIGHTS SUBDIVISION
COVER SHEET
CANYON COUNTY, ID

DRAWING NAME: 5000-CVR
PROJECT No.: 093835000
SCALE (H): 1"=100'
SCALE (V): N/A
DRAWN BY: SRK
CHECKED BY: TRB
DESIGNED BY: SRK

SEAL
PROFESSIONAL ENGINEER LICENSED 19948 6/27/25 STATE OF IDAHO TELLER BARD
EXPIRES 10/31/25

SHEET NO.
01
01 OF 05

Exhibit B.2

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance of this Document without written authorization by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.
Date: 6/27/2025 10:50 AM User: BARD, TELLER
Path: K:\BOI_CIVIL\093835000 PHEASANT HEIGHTS\CADD\PLAN SHEETS\PRELIMINARY PLAT\5000-CVR.DWG

Exhibit B.2

PRELIMINARY PLAT NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CANYON COUNTY STANDARDS FOR THE APPLICABLE ZONE.
2. DEVELOPMENT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF CANYON COUNTY IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE MOST RECENTLY APPROVED SUBDIVISION STANDARDS OF CANYON COUNTY AT THE TIME OF THE RE-SUBDIVISION.
4. STORM WATER RUNOFF SHALL BE CONTAINED ONSITE BY MEANS OF DRAINAGE SWALES AND RETENTION FACILITIES.
5. THE HOMEOWNERS ASSOCIATION, UNDERLYING PROPERTY OWNER, OR ADJACENT PROPERTY OWNER IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES OUTSIDE OF THE PUBLIC RIGHT-OF-WAY, INCLUDING ALL ROUTINE AND HEAVY MAINTENANCE.
6. INDIVIDUAL PRIVATE WELLS WILL BE INSTALLED.
7. INDIVIDUAL SEPTIC SYSTEMS WILL BE INSTALLED.
8. INDIVIDUAL PRESSURE IRRIGATION SERVICES WILL BE PROVIDED TO EACH LOT.
9. THIS SUBDIVISION WILL RECEIVE PRESSURE IRRIGATION FROM THE C.E. 18.1 OWNED AND MAINTAINED BY BLACK CANYON IRRIGATION DISTRICT.
10. THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR IT PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
11. THERE ARE NO KNOWN FLOOD PLAINS OR FLOODWAYS LOCATED AT THIS PROJECT SITE.
12. THE BOTTOM ELEVATION OF BUILDING FOOTINGS SHALL BE SET A MINIMUM OF 12 INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUNDWATER ELEVATION.
13. DIRECT RESIDENTIAL ACCESS TO EMMETT ROAD IS PROHIBITED.
14. THE DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIOR PUBLIC, BY ANY CHANGED CONDITIONS ON OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ON (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
15. A STORMWATER POLLUTION PREVENTION PLAN AND REPORT IS R3EQUIRED PRIOR TO CONSTRUCTION PERMIT ISSUANCE.
16. PRIVATE AND PUBLIC POTABLE AND NON-POTABLE WATERLINES MUST ADHERE TO IDAPA 58.01.08 SEPARATION REQUIREMENTS.

LOT AREA TABLE

LOT NUMBER	BLOCK NUMBER	LOT AREA (SF)	LOT AREA (AC)
1	BLOCK 1	245,382	5.63
2	BLOCK 1	43,578	1.00
3	BLOCK 1	50,054	1.15
4	BLOCK 1	48,506	1.11
5	BLOCK 1	46,151	1.06
6	BLOCK 1	47,620	1.09
7	BLOCK 1	46,315	1.06
8	BLOCK 1	50,688	1.16
9	BLOCK 1	43,569	1.00
10	BLOCK 1	43,645	1.00
11	BLOCK 1	43,658	1.00
12	BLOCK 1	43,744	1.00
13	BLOCK 1	43,737	1.00
14	BLOCK 1	43,727	1.00
15	BLOCK 1	49,958	1.15
16	BLOCK 1	43,708	1.00
17	BLOCK 1	48,730	1.12
18	BLOCK 1	43,609	1.00
19	BLOCK 1	61,052	1.40
20	BLOCK 1	54,328	1.25
21	BLOCK 1	43,697	1.00
22	BLOCK 1	43,575	1.00
23	BLOCK 1	58,502	1.34
24	BLOCK 1	58,502	1.34
25	BLOCK 1	43,575	1.00
26	BLOCK 1	43,697	1.00
27	BLOCK 1	43,731	1.00
28	BLOCK 1	43,712	1.00
29	BLOCK 1	43,704	1.00
30	BLOCK 1	43,608	1.00
31	BLOCK 1	43,667	1.00
32	BLOCK 1	190,465	4.37
33	BLOCK 1	86,810	1.99

LINE TABLE

LINE	LENGTH	BEARING
L1	335.96	S88°24'53.66"E
L2	480.00	N1°35'06.33"E
L3	100.00	N1°35'06.33"E
L4	31.00	S88°24'53.67"E
L5	25.00	N88°24'53.66"W
L6	25.00	S88°24'53.67"E
L7	287.36	N1°35'06.33"E
L8	25.00	N88°24'53.66"W
L9	49.35	N1°35'06.33"E
L10	31.00	N88°24'53.67"W
L11	181.18	S88°24'53.66"E
L12	155.71	N37°09'23.69"E
L13	153.88	S88°24'53.66"E
L14	356.21	S1°35'06.34"W
L15	581.32	S1°35'06.34"W
L16	480.00	S1°35'06.34"W
L17	726.00	S88°24'53.66"E
L18	239.30	S88°24'53.66"E
L19	726.00	S88°24'53.66"E

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	65.00'	104.76'	N59°49'49"W	93.78'	92°20'20"	67.71'
C2	65.00'	167.65'	S0°06'34"W	124.90'	147°46'55"	225.07'
C3	30.00'	39.46'	S36°05'54"E	36.68'	75°22'00"	23.17'
C4	30.00'	47.12'	S46°34'54"W	42.42'	90°00'00"	30.00'
C5	30.00'	47.29'	N43°15'39"W	42.54'	90°18'29"	30.16'
C6	30.00'	49.78'	N44°16'39"E	44.26'	95°04'19"	32.78'
C7	30.00'	47.12'	S43°24'54"E	42.43'	90°00'00"	30.00'
C8	20.00'	28.11'	S41°50'42"W	25.85'	80°31'11"	16.94'
C9	65.00'	247.45'	S26°57'19"E	122.87'	218°07'13"	-188.13'
C10	65.00'	62.86'	N4°23'23"E	60.44'	55°24'41"	34.13'
C11	30.00'	13.16'	N10°59'08"W	13.06'	25°08'29"	6.69'
C12	30.00'	60.16'	S34°08'04"W	50.58'	114°54'04"	47.00'
C13	30.00'	47.12'	S43°24'54"E	42.43'	90°00'00"	30.00'
C14	30.00'	27.82'	S28°09'01"W	26.83'	53°07'48"	15.00'
C15	70.00'	349.73'	S88°24'54"E	84.00'	286°15'37"	-52.50'
C16	70.00'	349.73'	S88°24'54"E	84.00'	286°15'37"	-52.50'
C17	70.00'	349.73'	S88°24'54"E	84.00'	286°15'37"	-52.50'
C18	30.00'	27.82'	N24°58'48"W	26.83'	53°07'48"	15.00'
C19	30.00'	8.77'	N6°47'09"W	8.73'	16°44'30"	4.41'
C20	30.00'	47.12'	N46°35'06"E	42.43'	90°00'00"	30.00'
C21	230.00'	218.49'	N64°22'15"E	210.37'	54°25'43"	118.28'
C22	230.00'	218.49'	N64°22'15"E	210.37'	54°25'43"	118.28'
C23	230.00'	218.49'	N64°22'15"E	210.37'	54°25'43"	118.28'
C24	170.00'	161.49'	N64°22'15"E	155.49'	54°25'43"	87.42'
C25	170.00'	161.49'	N64°22'15"E	155.49'	54°25'43"	87.42'
C26	30.00'	39.14'	S51°02'16"E	36.42'	74°45'15"	22.92'
C27	65.00'	45.82'	N6°31'58"E	44.88'	40°23'14"	23.91'
C28	30.00'	13.16'	N14°09'21"E	13.06'	25°08'29"	6.69'
C29	30.00'	47.12'	S46°35'07"W	42.43'	89°59'59"	30.00'
C30	230.00'	218.49'	S64°22'15"W	210.37'	54°25'43"	118.28'
C31	230.00'	218.49'	S64°22'15"W	210.37'	54°25'43"	118.28'
C32	230.00'	218.49'	S64°22'15"W	210.37'	54°25'43"	118.28'
C33	170.00'	161.49'	S64°22'15"W	155.49'	54°25'43"	87.42'
C34	30.00'	47.12'	N43°24'54"W	42.43'	90°00'00"	30.00'
C35	30.00'	47.12'	N46°35'06"E	42.43'	90°00'00"	30.00'
C36	30.00'	47.12'	S43°24'54"E	42.43'	90°00'00"	30.00'
C37	30.00'	47.12'	S46°35'06"W	42.43'	90°00'00"	30.00'
C38	30.00'	47.12'	N43°24'54"W	42.43'	90°00'00"	30.00'
C39	30.00'	47.12'	N46°35'06"E	42.43'	90°00'00"	30.00'
C40	30.00'	47.12'	S43°24'54"E	42.43'	90°00'00"	30.00'
C42	116.00'	11.61'	N1°05'43"E	11.61'	5°44'13"	5.81'
C43	84.00'	9.32'	N0°47'06"E	9.32'	6°21'25"	4.66'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C44	200.00'	189.99'	N64°22'15"E	182.93'	54°25'43"	102.85'
C45	200.00'	189.99'	N64°22'15"E	182.93'	54°25'43"	102.85'

CAUTION: NOTICE TO CONTRACTOR

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

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Date: 6/27/2025 10:50 AM User: BARD.TELLER
Path: K:\BOI_CIVIL\099835000 PHEASANT HEIGHTS\CADD\PLAN SHEETS\PRELIMINARY PLAT\5000-CVR.DWG

DATE	DESCRIPTION

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1100 W. Idaho Street, Suite 210
Boise, Idaho 83702 (208) 906-3971

PHEASANT HEIGHTS SUBDIVISION
NOTES AND TABLES
CANYON COUNTY, ID

Exhibit B.2

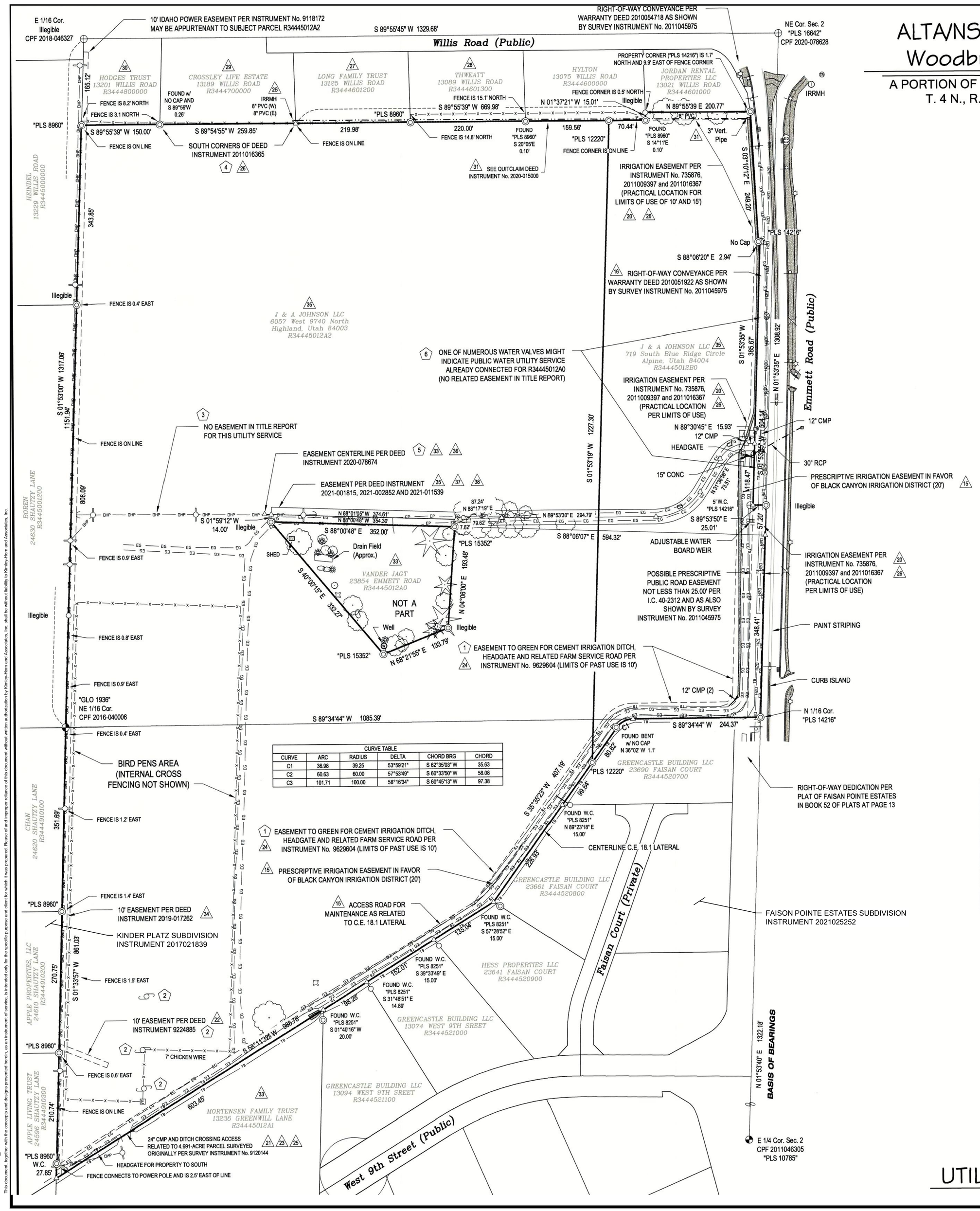
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DRAWN BY: SRK
CHECKED BY: TRB
DESIGNED BY: SRK

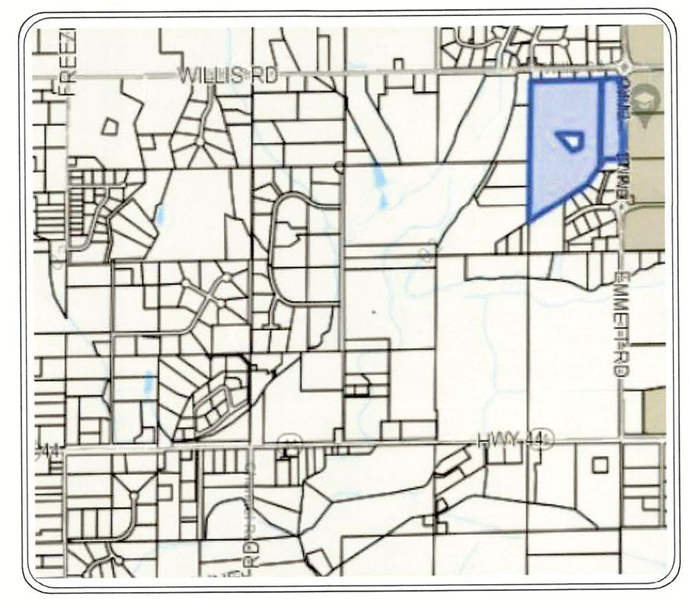
SEAL
PROFESSIONAL ENGINEER LICENSED 19948 6/27/25 STATE OF IDAHO TELLER BARD
EXPIRES 10/31/25

SHEET NO.
02
02 OF 05

ALTA/NSPS LAND TITLE SURVEY
Woodbridge Pacific Group, LLC

A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 2
T. 4 N., R. 3 W., B.M., CANYON COUNTY, IDAHO





VICINITY MAP
Scale: 1" = 1500'

0 50 100 200
Scale: 1" = 100'

BASIS OF BEARINGS:
N 01°53'40" E ALONG THE EAST LINE OF THE SE 1/4 OF THE NE 1/4
OF SECTION 2 PER SURVEY INSTRUMENT 2011016590

LEGEND

△	Calculated point
◒	Found bronze cap monument
⊕	Found aluminum cap monument
◎	Found 5/8 inch dia. iron pin
○	Found 1/2 inch dia. iron pin
▞	Set Temporary Bench Mark
▥	Catch basin
SD	Stormdrain manhole
←	Guy anchor
⊶	Utility power pole
⊗	Water valve
⊼	Fire hydrant
◉	Well casing
⌑	Spigot
◉	Monitoring well
Ⓜ	Water manhole
⊖	Water meter
Ⓘ	Irrigation manhole
E	Electric box
	Former electric service pole
☼	Light pole
Ⓣ	Telephone riser
Ⓒ	Cable TV riser
Ⓢ	Sewer manhole
	Sign
×	Gas riser
C	Communication vault
T	Transformer
	Deciduous tree
	Shrubs / bushes / hedges
38	Call-out for specific Schedule B item (by item number)
1	Significant observations call-out
	Boundary line
	Property line
— — —	Section line
— — —	Easement line
— — —	Center line
—X—X—	Fence line
EP	Edge of pavement
EG	Edge of gravel
SS	Sanitary sewer line
H2O	Water line
TEL	Telephone line
IRR	Irrigation line
SD	Storm drain
	Irrigation line
GAS	Gas line

SIGNIFICANT OBSERVATIONS

1. Easement needs (irrigation) to Green for cement ditch, headgate and related farm service road per instrument number 9629604 appear to have been replaced by approval for wells per plat of Faisan Pointe Estates but original Green easement has not been extinguished; related ditches/piping remain intact.
2. Easement to Idaho Power (10') for Public Utilities per instrument number 9224885 appears to have once served as many as three (3) electric service poles still present but currently not used (near bird pens); no poles or overhead conductors are present any longer inside this 10' easement.
3. No easement to Idaho Power found in title report for three (3) power poles, two (2) guy anchors, and related overhead conductors serving parcel R34445012A0 from the West.
4. Recent surveys of record (instruments 2018-056591 and 2020-029598) overlook angles points introduced in the North line per survey instrument 2011016590 and deed instrument 2011016365 as shown above.
5. Two (2) differing easements of record exist for the centerline location of the access easement for parcel R34445012A0 but the centerline appearing in deed instrument 2020-078674 computes such that the centerline of the 28-foot wide easement lies 14.5 feet North of the North line of the parcel – leaving a 0.5 foot gap between the South line of that peculiar easement description and the North line of the parcel.
6. No sanitary sewer service found in Emmett Road. Water, gas and telephone services do appear to be present.

SURVEYOR'S CERTIFICATION

To Woodbridge Pacific Group, LLC, a California Limited Liability Company, Title Resources Guaranty Company, a Texas Corporation, and to their successors and assigns, that:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(c), 8, 10, 11(a), 13, 16, 17 and 18 of Table "A" thereof. The fieldwork was completed on September 30, 2021.

Date of Plat or Map: October 28, 2021.

The parties listed above are entitled to rely on the survey and this certificate as being true and accurate.

Kenneth Lane Thatcher — Date: 28 oct. 2021
Idaho PLS License No. 14302

FOR REFERENCE ONLY

UTILITY & EASEMENTS SHEET

DATE	DESCRIPTION

Kimley»Horn
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1100 W. Idaho Street, Suite 210
Boise, Idaho 83702 (208) 906-3971

PHEASANT HEIGHTS SUBDIVISION
EXISTING CONDITIONS
(ALTA NSPS SURVEY)
CANYON COUNTY, ID

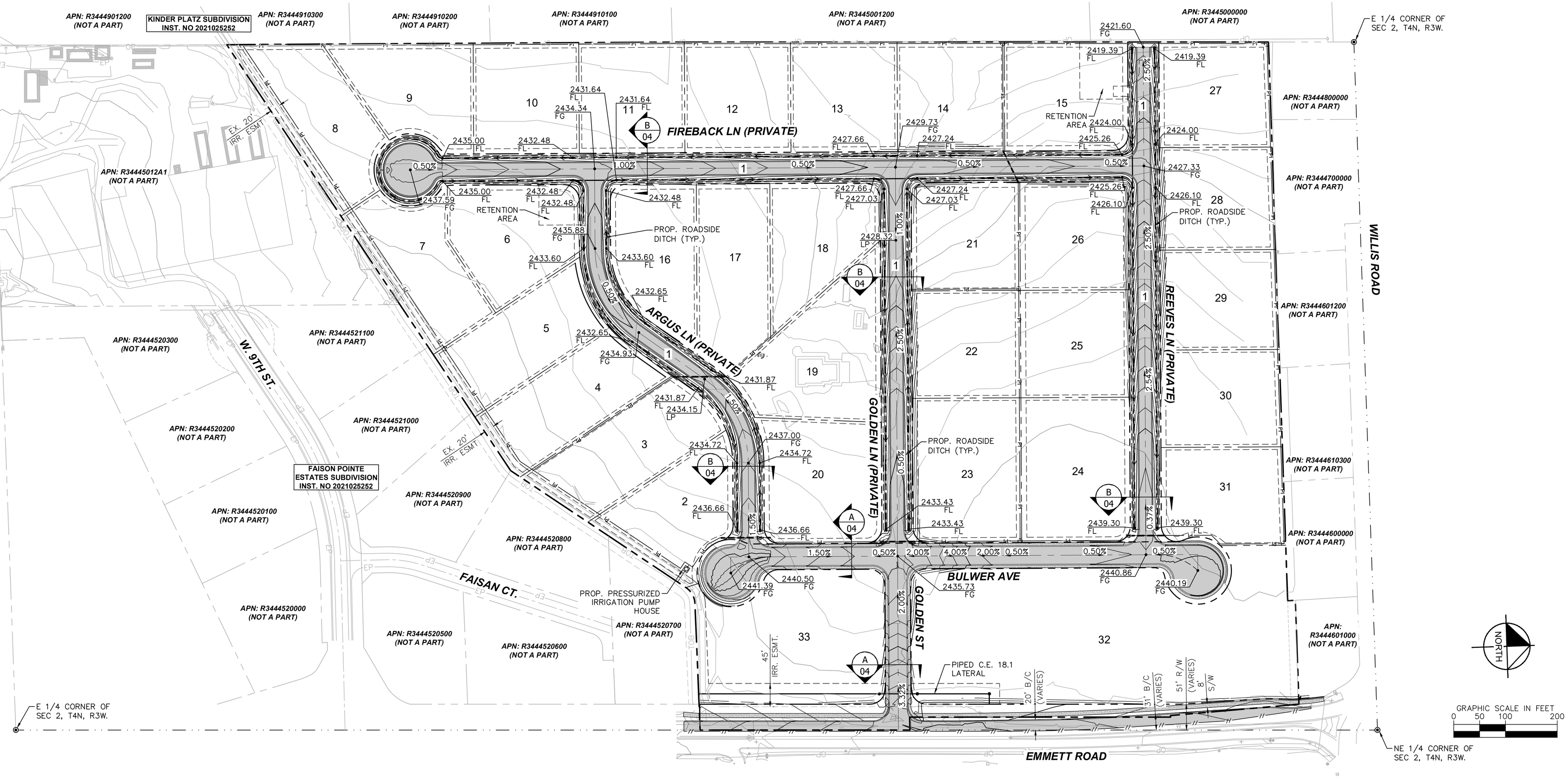
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PROJECT No.: 093835000
SCALE (H): 1"=100'
SCALE (V): N/A
DRAWN BY: SRK
CHECKED BY: TRB
DESIGNED BY: SRK

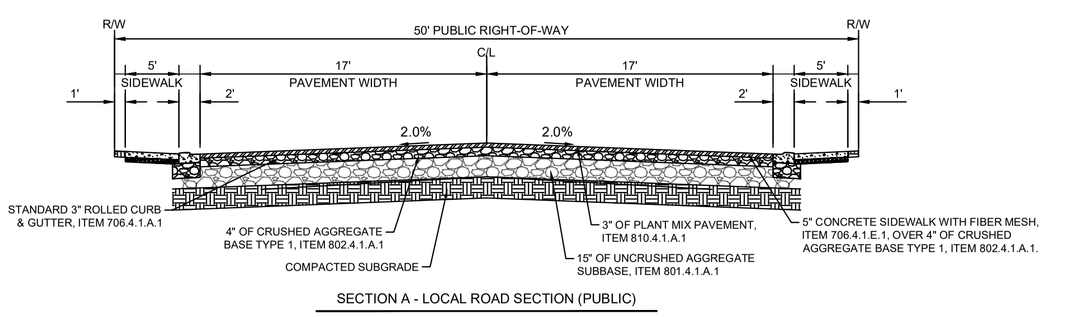
SEAL
PROFESSIONAL ENGINEER LICENSED 19946 6/27/25 STATE OF IDAHO TELLER BARD
EXPIRES 10/31/25

SHEET NO.
03
03 OF 05

Exhibit B.2

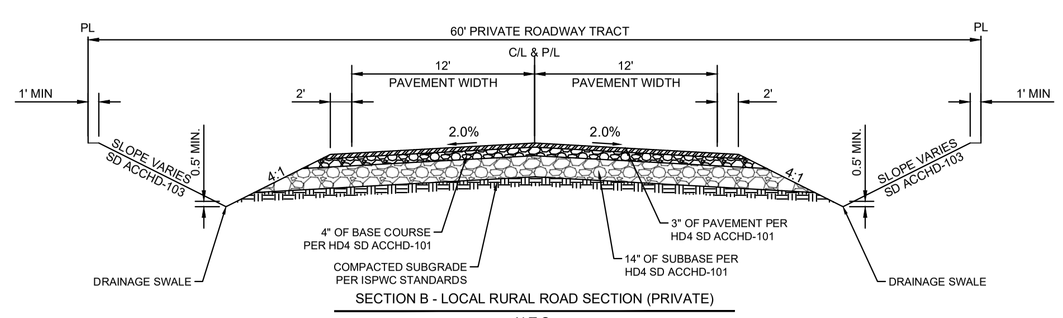
User: BARD, TELLER
Date: 6/27/2025 10:50 AM
Path: K:\BOI_CIVIL\093835000 PHEASANT HEIGHTS\CADD\PLAN SHEETS\PRELIMINARY PLAT\5000-EC.DWG
The document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance of this document without written authorization by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





SECTION A - LOCAL ROAD SECTION (PUBLIC)

N.T.S.



SECTION B - LOCAL RURAL ROAD SECTION (PRIVATE)

N.T.S.

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

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

PHEASANT HEIGHTS SUBDIVISION
PRELIMINARY GRADING & DRAINAGE PLAN
CANYON COUNTY, ID

Exhibit B.2

DATE	DESCRIPTION

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1100 W. Idaho Street, Suite 210
Boise, Idaho 83702 (208) 906-3871

DRAWING NAME: 5000-PC
PROJECT No.: 093835000
SCALE (H): 1"=100'
SCALE (V): N/A
DRAWN BY: SRK
CHECKED BY: TRB
DESIGNED BY: SRK

SEAL

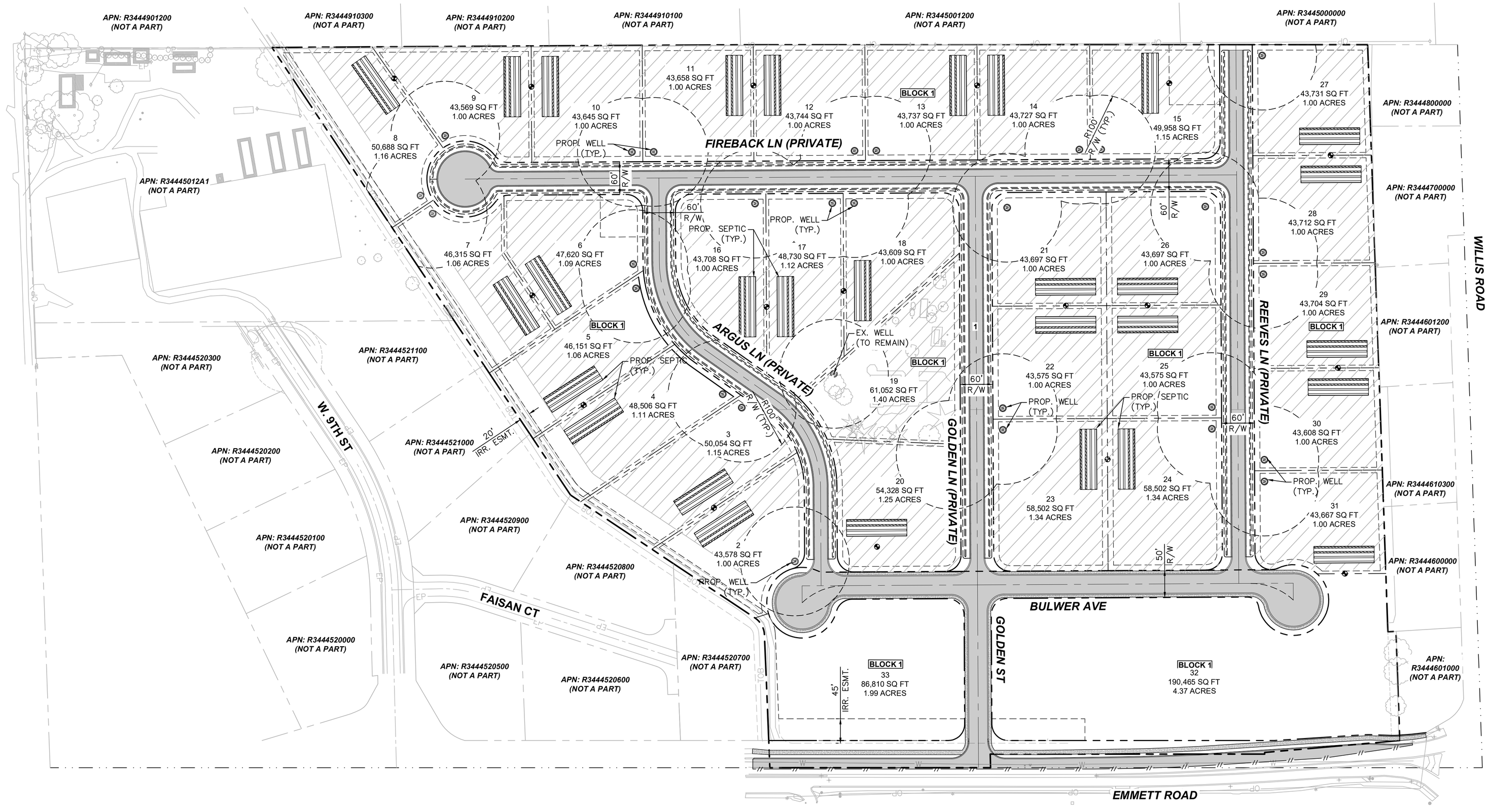
PROFESSIONAL ENGINEER
LICENSED
19948
6/27/25
STATE OF IDAHO
TELLER BARD

EXPIRES 10/31/25

SHEET NO.
04
04 OF 05

This Document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance of this document without written authorization by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Date: 6/27/2025 10:51 AM User: BARD, TELLER
Path: K:\BOI_CIVIL\093835000 PHEASANT HEIGHTS\CADD\PLAN SHEETS\PRELIMINARY PLAT\5000-PC.DWG



CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

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

DATE	DESCRIPTION

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1100 W. Idaho Street, Suite 210
Boise, Idaho 83702 (208) 906-3871

PHEASANT HEIGHTS SUBDIVISION
UTILITY PLAN
CANYON COUNTY, ID

Exhibit B.2

DRAWING NAME: 5000-UT
PROJECT No.: 093835000
SCALE (H): 1"=100'
SCALE (V): N/A
DRAWN BY: SRK
CHECKED BY: TRB
DESIGNED BY: SRK

SEAL

PROFESSIONAL ENGINEER LICENSED 19948 6/27/25 STATE OF IDAHO TELLER BARD

EXPIRES 10/31/25

SHEET NO.
05
05 OF 05

Date: 6/27/2025 10:51 AM User: BARD. TELLER
Path: K:\BOI_CIVIL\093835000 PHEASANT HEIGHTS\CADD\PLAN SHEETS\PRELIMINARY PLAT\5000-UT.DWG
The document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SUBDIVISION WORKSHEET

Overview:

Number of Buildable Residential Lots: 30	Number of Non-Buildable Lots: 0
Number of Common Lots: 0	Total Subdivision Size: 46.98 Acres
Number of Common Lots:	Average Residential Lot Size: 1.25 Acres

Area of City Impact:

Is the property in an Area of City Impact? ☐No ☒Yes- What City: Middleton

Will you be requesting subdivision Improvement Waivers? ☒No ☐Yes

If yes, which waivers will you be requesting?

☐Curbs ☐Gutters ☐Sidewalks ☐Street Lights ☐Landscaping ☐Other

If you are located in an Area of City Impact the following is required:

- Evidence of compliance with IC 31-3805 which could include evidence of irrigation system plan approval by the planning and zoning authority and city council and coordination with the irrigation entity.
- Communication with the City.

Roads:

Roads within the development will utilize:

☒Public ☒Private* ☐Not Applicable

*Private Roads Require: Name approved prior to submittal & a Private Road Application at the Time of submittal.

Hillside Development:

Of the total lots requested how many of each contain slopes +15%?

Residential: _____ Non-Buildable: _____ Common: _____

Will the proposed roads be located within any area containing +15% slopes?

☐Yes* ☐No

*If any development or construction activities will occur on slopes > 15% please submit the information required by CCZO 07-17-33

Irrigation:

What is the name of the irrigation and drainage entities servicing the property?

Irrigation: Black Canyon Irrigation District

Revised 3/30/23

Drainage:

This property has: ☒Water rights available ☐No water rights available.

If No Water Rights are available, please fill out an Irrigation Plan Worksheet

Irrigation Water is Provided via: ☐Irrigation Well ☐Surface Water

Percentage of property that has water:

Volume of water or diversion rate available at the property:

Please describe, in detail, how the property is currently irrigated and how it will be irrigated after it is subdivided:

The property currently has the means of surface water irrigation. Individual pressure irrigation services will be provided to each lot.

Are there irrigation easement(s) on the property? ☐Irrigation Well ☒Surface Water

How do you plan to retain storm and excess water on each lot?

Storm water runoff shall be contained onsite by means of drainage swales and retention facilities.

How do you plan to remove the stormwater/excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates):

Storm water runoff shall be contained onsite by means of drainage swales and retention facilities.

========== **Applicant Acknowledgement** ==========

I, the undersigned, agree that prior to the Development Services Department accepting this application I am responsible to have all of the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior the Board's signature on the final plat.

Signed: _____ Date: ____/____/____
Property Owner (Application Submitted)

Signed: _____ Date: 12 / 09 / 24
Representative
Applicant/Representative (if not property owner) (Application Submitted)

Accepted By: M. VanderVeen Date: 1 / 29 / 25
Director / Staff

Revised 3/29/23

IRRIGATION PLAN APPLICATION

Applicant(s)

Infinite Real Estate Group
Name

24 E. Main Street American Fork UT — Daytime Telephone Number 84003
Street Address — City, State — Zip

Representative Name

AG Land & Development [redacted]
Daytime Telephone Number / E-mail Address

505 S. 7th Ave Caldwell ID 83605
Street Address — City, State — Zip

Location of Subject Property: Emmett Rd & Willis Rd
Two Nearest Cross Streets or Property Address — City

Assessor's Account Number(s): R R34445012A2; R34445012B Section 2 Township T4N Range R3W

This land:

☒ Has water rights available to it.

☐ Is dry and has no water rights available to it. If dry, please sign this document and return to the Development Services Department representative from whom you received it.

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water delivery entity ... **no subdivision plat or amendment to a subdivision plat or any other plat or may recognized by the city or county for the division of land will be accepted, approved, and recorded unless**:"

a. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or

b. The owner, person, firm, or corporation filing the subdivision plat or amendment to a subdivision plat or map has provided underground tile or conduit for lots of one (1) acre or less, or a suitable system for lots of more than one (1) acre which will deliver water to those land owners within the subdivision who are also within the irrigation entity with the appropriate approvals:

1. For proposed subdivisions located within negotiated area of city impact, both city and county zoning authorities must approve such irrigation system in accordance with Idaho Code Section 50-1306. In addition, the irrigation entity charged with the delivery of water to said lands must be advised regarding the irrigation system.

2. For proposed subdivisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands.

Revised 3/29/23

To better understand your irrigation request, we need to ask you a few questions. A list of the map requirements follows the short questionnaire. **Any information missing information may result in the delay of your request before the Planning and Zoning Commission and ultimately the approval of your irrigation plan by the Board of County Commissioners.**

1. Are you within an area of negotiated City Impact? ☒ Yes ☐ No
   If yes, please include a copy of approvals by the City Planning & Zoning Commission and City Council of your Irrigation Plan.

2. What is the name of the irrigation and drainage entities servicing the property?

   Irrigation: Black Canyon Irrigation

   Drainage: _____

3. How many acres is the property being subdivided? 46.98

4. What percentage of this property has water? 100%

5. How many inches of water are available to the property? _____

6. How is the land currently irrigated? ☒ Surface ☐ Irrigation Well
   ☐ Sprinkler ☐ Above Ground Pipe ☐ Underground Pipe

7. How is the land to be irrigated after it is subdivided? ☐ Surface ☐ Irrigation Well
   ☒ Sprinkler ☐ Above Ground Pipe ☐ Underground Pipe

8. Please describe how the head gate/pump connects to the canal and irrigated land and where ditches and/or pipes go.
   See attached Irrigation plan

9. Are there irrigation easement(s) on the property? ☒ Yes ☐ No

10. How do you plan to retain storm and excess water on each lot?
    Storm water runoff shall be contained onsite by means of drainage swales and retention facilities.

11. How do you plan to remove the storm water /excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates)
    Storm water runoff shall be contained onsite by means of drainage swales and retention facilities.

Revised 3/29/23

Irrigation Plan Map Requirements

The irrigation plan **must be on a scalable map** and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on you map:

1. ☐ All canals, ditches, and laterals with their respective names.
2. ☐ Head gate location and/or point if delivery of water to the property by the irrigation entity.
3. ☐ Rise locations and types, if any.
4. ☐ Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
5. ☐ Slope of the property in various locations.
6. ☐ Direction of water flow (use short arrows → on your map to indicate water flow direction).
7. ☐ Direction of wastewater flow (use long arrows --------→ on you map to indicate wastewater direction).
8. ☐ Location of drainage ponds or swales, anywhere wastewater will be retained on the property.
9. ☐ Other information: _____

_____

_____

Also, provide the following documentation:

☐ Copy of any water users' association / agreement (s) that are currently in effect, which outlines water schedules and maintenance responsibilities.

Revised 3/29/23

Applicant Acknowledgement

I, the undersigned, agree that prior to the Development Services Department accepting this application I am responsible to have all of the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior the Board's signature on the final plat.

Signed: _____ Date: ____/____/____
Property Owner (Application Submitted)

Signed: Representative Date: 12 / 09 / 24
Applicant/Representative (if not property owner) (Application Submitted)

Accepted By: M. VanderVeen Date: 1 / 29 / 25
Director / Staff

Revised 3/30/23

Exhibit B.5a

Connor Gray
Victor, Yes - it was the project formerly named Pheasant Heights where we were seeking 147 SF lots and annexation. Howev

Victor Islas
to me

Ok. I acknowledge seeing this project. My comments are as follows:

FIRE DEPARTMENT ACCESS:

1. The access road design of this development meets the intent of the Fire Code for a residential development.

FIRE FLOW/WATER SUPPLY:

1. This development does not meet the minimum fire flow requirements for residential development.
2. The minimum fire-flow and flow duration for this development is 1,500 GPM for 2 hrs.
3. This subdivision is not serviced by a municipal water system and is proposing individual wells. If sufficient fire flow
4. Water supply options shall be provided to the fire district in writing before the final plat approval.
5. A note shall be placed on the final plat indicating the source of the water supply or sprinklers.
6. This commercial lots shall provide water supply as indicated in appendix B of IFC with no modifications.

The fire district will provide a full set of comments when during the preliminary plat review.

To obtain a plat review please click the link provided below.
https://img1.wsimg.com/blobby/go/2394b8e0-61b8-4f36-8345-f1f26e427497/downloads/Development%20Plat%20Applicatio

DC Islas

Thanks for the feedback! | Thank you for your help! | Agreed!

Reply | Forward

Exhibit B.5a

Fwd: Pre-Development Meeting-Pheasant Ridge--County Development (

Carl Anderson <carl@aglidaho.com>
to me

30
Thu

Pre-Development Meeting-Pheasant Ridge--County Development Commercial)

When **Thu May 30, 2024 2pm – 2:45pm (MDT)**
Where **15435 highway 44 caldwell id 83607**
Who **carl@aglidaho.com, Chris Hopper, Lenny Riccio***

---------- Forwarded message ---------
From: **Lenny Riccio** <lriccio@hwydistrict4.org>
Date: Wed, May 29, 2024 at 4:42 PM
Subject: Pre-Development Meeting-Pheasant Ridge--County Development (Residential and Commercial)
To: Chris Hopper <chopper@hwydistrict4.org>, carl@aglidaho.com <carl@aglidaho.com>

Emmett/Willis R34445012A2 & R34445012B0
Please email concept plan and any other pertinent information



Exhibit B.5b

Exhibit B.5b

From: Roberta Stewart <[redacted]>
Sent: Thursday, June 13, 2024 2:35 PM
To: Dan Lister <[redacted]>; Debbie Root <[redacted]>; Jay Gibbons <[redacted]>
Cc: Kampfen, Scott <[redacted]>; Amy Woodruff <[redacted]>; Lenny Riccio <[redacted]>; Chris Hopper <[redacted]>
Subject: Street Standard for Pheasant Heights Subdivision near Middleton (Emmett Road)

[redacted]

Hello Canyon County Planners. I'm not sure who is managing the new Pheasant Heights subdivision in Canyon County (located near Middleton High School at Emmett & Willis). Please forward this email to that planner for consideration.

The applicant's engineer, Scott Kampfen of Kimley-Horn, just called and said that the County asked them to contact the City regarding whose road section should be applied in the subdivision. The City would prefer the City's local road section be applied for internal roads and the City's 3 lane arterial be applied for Emmett Road frontage. See diagrams attached.

When Pheasant Heights was a City project that would have connected through Pharson Point County sub, we had a hard time reconfiguring Pharson Point to match City standards. We actually had to force the Pheasant Heights developer to retrofit the Pharson point right of way to add sidewalks and limit the borrow ditch. Additionally, the large borrow ditch swales in Pharson point could have potentially had a detrimental effect on our MS4 permit.

Because the new Pheasant Heights county subdivision is directly adjacent to City limits, it would be optimum to have the street standards match Middleton standards for the sake of uniformity, attractiveness and future annexation. thanks for considering our request.

Roberta L. Stewart

PLANNING & ZONING OFFICIAL
City of Middleton, Planning & Zoning
1103 W. Main St.
P.O. Box 487
Middleton, ID 83644

SOUTHWEST DISTRICT HEALTH

Facilities Number: 019618

December 6, 2024

Ben Teller
Kimley-Horn
1100 W. Idaho St, Suite 210
Boise, ID 83702

Re: Quail Run Acres Subdivision

Mr. Teller,

Southwest District Health has reviewed the subdivision engineering report (SER) and does approve the SER for the proposed **Quail Run Acres Subdivision** located in the ***E ½ and N ¼ of Section 02, Township 4N, Range 3W, B.M.*** The property is reported to be approximately 46.98 acres. The proposed development includes thirty-two (32) buildable lots with a minimum lot size of 1.00 acre. The SER was approved on December 6, 2024.

The Engineering Report and associated plans and specifications appear to meet applicable regulations. If changes are made in the design plans to the plat submitted to Southwest District Health at the time of this approval, re-engineering will be required.

Condition(s) of final subdivision approval:

- The final plat map must be signed by a designated REHS/RS from Southwest District Health.
- A physical copy of the SER and a full-scale (34'x36') copy of the informational plat map.

If you have questions, contact me at 208.899.1285, or via e-mail: anthony.lee@swdh.idaho.gov

Sincerely,

Anthony Lee Digitally signed by Anthony Lee
Anthony Lee, REHS/RS
Land Development Senior

Cc: Infinite Real Estate Group (Property Owner)

Quail Run Acres Intake Application

Connor Gray <connor@aglidaho.com>
to developmentreview

Good morning,

Please see the attached intake form and preliminary plat application for the proposed subdivision in Canyon County (Previou

Please let me know if you have any questions or concerns and instructions for the application fee.

Thank you,

Connor Gray

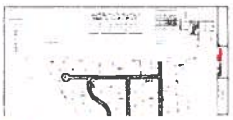
--

Connor Gray
Principal
AG Land & Development
[redacted]

2 Attachments • Scanned by Gmail



Black Canyon Irri..



2024-0919_Quail ..

Reply Forward

Derick Corell Dec 12, 2024,

to Mike, Don, Heather, teresa@blackcanyonirrigation.com, Darla, Black, me, Carl

Connor –

Sounds great, like I mentioned once the administration of account balances and intake fee are handled, we wil up to review the revised development.
I will be on the lookout for notice to proceed with review from the District upon payment.

Let me know if you have any questions.

Thanks,
Derick

Derick Corell EIT | RH2 Engineering, Inc.

[redacted]

Exhibit B.5e

PioneerTitleCo.
GOING BEYOND

8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 836301 /HH/AB

2023-028158
RECORDED
08/30/2023 08:53 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=4 TYOUREN $15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

WARRANTY DEED

For Value **Received** **J & A Johnson, LLC, a Utah Limited Liability Company**

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

J & A Johnson, LLC, a Utah limited liability company as to a 35.98% Interest and Y Street Capital Incorporated, a Canadian corporation as to a 25.98% Interest and Brian Higbee, a married man as his sole and separate property, as to 20% Interest and Yellowtail Properties, LLC, a New York limited liability company as to a 1.76% Interest and Yellowtail Properties, LLC, a New York limited liability company as to a 5.88% Interest and Ignite Holdings, LLC, a Georgia limited liability company as to a 1.15% Interest and Ignite Holdings, LLC, a Georgia limited liability company as to a .50% Interest and 8 Stewart Place, LLC a New York limited liability company as to a .55% Interest and IRA Financial Trust Company CFBO Gerald S. Smyser as to a 1.00% Interest and Brayan Martinez, a single person, as to a .50% Interest and Charles Alger and Nicolette Alger, husband and wife, as to a .50% Interest and Kevin Hsu and Jacklyn Chi Hsu, s Co-Trustees of the Hsu Living Trust as to a .50% Interest and Direct Trust Company FBO Kristopher Georgen IRA as to a .50% Interest and Wendy K. Spencer, Trustee of the Wendy K. Spencer Separate Property Trust Dated March 14TH, 2022 as to a 1.00% Interest and Akshaya Srivatsa and Namrata Prasad as Co-Trustees of the Prasad-Srivatsa Family Trust as to 1.00% Interest and KSM16 Marketing, LLC a Utah limited liability company as to a .45% Interest and CBA Industries, LLC, a Utah limited liability company as to a .25% Interest and Daniel Evan Stone and Alanna Noel Ford, Trustees of the Stoneford Family Trust Dated July 16TH 2021 as to a 1.00% interest and Karen Stone, a single person, as to a 1.5% Interest

hereinafter referred to as Grantee, whose current address is 24 E Main St. American Fork, UT 84003

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and

those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

J & A Johnson, LLC, a Utah Limited Liability Company

By: Amy Johnson

Amy Johnson, Manager

State of Idaho, County of Ada

This record was acknowledged before me on August 22nd, 2023 by Amy Johnson, as Manager of J & A Johnson, LLC.

Signature of notary public

Commission Expires: 11/9/2028

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

This notarial act involved the use of communication technology.

EXHIBIT A

PARCEL 1:

A part of Government Lot 1 and the Southeast ¼ of the Northeast ¼ of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section (said point being the Point of Beginning); thence
S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence
Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch; thence
N01°53'38"E 1227.22 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence
N89°55'38"E 70.44 feet to a found 5/8" rebar with cap labeled "PLS 8960"; thence
N01°55'22"W 15.00 feet to a found ½" rebar with cap labeled "PLS 4477"; thence
N89°54'40"E 200.80 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence
S03°10'13"E 249.17 feet to a found 5/8" rebar with no cap; thence
S86°56'23"E 2.96 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence
S01°54'14"W 504.06 feet; thence
S89°51'58"E 25.07 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the East line of said Section; thence
S01°53'38"W 405.61 feet along said East line to the Point of Beginning.

ALSO SHOWN as Parcel 1 on Record of Survey recorded June 3, 2020, as Instrument No. 2020-029598, records of Canyon County, Idaho.

SUBJECT TO:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence
N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence
S89°30'46"W 15.89 feet to a point of curve; thence
Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and Distance= S60°45'14"W 97.38 feet); thence S89°53'31"W 294.79 feet; thence
S88°17'20"W 87.24 feet; thence
N88°00'47"W 354.31 feet to the Point of Terminus.

PARCEL 2:

A part of Government Lot 1 and the Southeast ¼ of the Northeast ¼ of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence

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Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"marking a point on the centerline of an existing irrigation ditch (said point being the Point of Beginning); thence
S35°35'24"W 326.53 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence
S58°11'22"W 988.78 feet along said centerline to a point on the West line of the Southeast ¼ of the Northeast ¼ of said Section; thence
N01°34'17"E 861.05 feet along the said West line to a found Brass Cap marking the Southwest corner of Government Lot 1 of said Section; thence
N01°53'01"E 1151.90 feet along the West line of said Government Lot 1 to a found 5/8" rebar with cap labeled "PLS 8960"; thence
N89°'55'38"E 1009.38 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence
S01°53'38"W 1227.22 feet to the Point of Beginning.

EXCEPT:

A part of Government Lot 1 in Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 348.37 feet along the East line of said Section; thence N88°06'06"W 594.32 feet to a found 5/8" rebar with cap labeled "PLS 15352" (said point being the Point of Beginning); thence
S04°06'01"W 193.48 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence
S68°21'56"W 133.79 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence
N40°00'14"W 332.26 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence
S88°00'47"E 352.00 feet to the Point of Beginning.

ALSO SHOWN as Parcel 2 on Record of Survey recorded June 3, 2020, as Instrument No. 2020-029598, records of Canyon County, Idaho.

SUBJECT TO AND TOGETHER WITH:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence
S89°30'46"W 15.89 feet to a point of curve; thence Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence
S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and Distance= S60°45'14"W 97.38 feet); thence
S89°53'31"W 294.79 feet; thence S88°17'20"W 87.24 feet; thence
N88°00'47"W 354.31 feet to the Point of Terminus.

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PioneerTitleCo.
GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

2020-078674
RECORDED
12/30/2020 01:11 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=3 PBR DGES $15.00
TYPE DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

File No. 751473 TK/JB

WARRANTY DEED

For Value Received **The Kenneth H Mortensen and Cheyenne C Mortensen Family Trust, a trust established under the laws of the state of Idaho by an agreement dated January 11, 2019, Trustees Kenneth H. Mortensen and Cheyenne C. Mortensen**

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Julie Marie Vander Jagt and John Neil Vander Jagt, wife and husband

hereinafter referred to as Grantee, whose current address is 23854 Emmett Road Caldwell, ID 83607

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

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

Dated: December 24, 2020

Kenneth H. Mortensen and Cheyenne C. Mortensen Family Trust, a trust established under the laws of the state of Idaho by an agreement dated January 11, 2019

By: Kenneth H. Mortensen
Kenneth H. Mortensen, Trustee

By: Cheyenne C. Mortensen
Cheyenne C. Mortensen, Trustee

State of Idaho, County of Canyon

This record was acknowledged before me on 12-28-2020 by Kenneth H. Mortensen and Cheyenne C. Mortensen, as trustees of The Kenneth H. Mortensen and Cheyenne C. Mortensen Family Trust.

Signature of notary public
Commission Expires: 2/3/2022

TAMMY KRATZBERG
COMMISSION #18555
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A

This parcel is a portion of Government Lot 1 of Section 2 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of Government Lot 1, (NE Section Corner, Section 2), a found 5/8 inch diameter rebar;

thence South 1° 53' 38" West along the East boundary of Government Lot 1 a distance of 960.54 feet;

thence North 88° 06' 22" West a distance of 594.39 feet to the TRUE POINT OF BEGINNING, a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 4° 05' 43" West a distance of 193.35 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 68° 19' 23" West a distance of 133.77 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 40° 01' 22" West a distance of 332.26 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 88° 01' 04" East a distance of 352.00 feet to the TRUE POINT OF BEGINNING.

Together with a 28.00 foot easement for Ingress and Egress

This easement lies in a portion of Government Lot 1 of Section 2 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho. This easement is 28.00 feet in width, being 14.00 feet right and 14.00 feet left of the following described centerline. The sidelines of said easement are to be extended or shortened to meet at angle points and to begin on the West right of way of Emmett Road and to terminate perpendicular to the point of terminus. The centerline of said easement is more particularly described as follows:

COMMENCING at the Northeast corner of Government Lot 1, (NE Section Corner, Section 2), a found 5/8 inch diameter rebar;

thence South 01° 53' 38" West along the East boundary of Government Lot 1 a distance of 903.29 feet;

thence North 89° 53' 54" West a distance of 25.01 feet;

thence North 01° 53' 38" East a distance of 117.88 feet to the TRUE POINT OF BEGINNING;

thence South 89° 30' 46" West a distance of 15.89 feet to the beginning of a curve tangent to said line;

thence Southwesterly a distance of 60.63 feet along the arc of a curve to the Left having a radius of 60.00 feet and a central angle of 57° 53' 49" and long chord which bears South 60° 33' 52" West a distance of 58.08 feet;

thence South 31° 36' 57" West tangent to said curve, a distance of 73.51 feet to the beginning of a curve tangent to said line;

thence Southwesterly a distance of 101.71 feet along the arc of a curve to the Right having a radius of 100.00 feet and a central angle of 58° 16' 34" and a long chord which bears South 60° 45' 14" West a distance of 97.38 feet;

thence South 89° 53' 31" West tangent to said curve, a distance of 294.79 feet;

thence South 88° 17' 20" West a distance of 79.62 feet;

thence North 88° 01' 04" West a distance of 374.61 feet to the POINT OF TERMINOUS, and being subject to any and all easements and rights of way of record of implied.

TENANTS IN COMMON AGREEMENT

This Tenants In Common Agreement (this "***Agreement***") is entered into effective as of 8/28/2023, by and among: J & A Johnson, LLC, Y Street Capital Incorporated, Brian Higbee, Yellowtail Properties LLC, Ignite Holdings, LLC, 8 Stewart Place, LLC, IRA Financial Trust Company CFBO Gerald S Smyser, Brayan Martinez, Charles and Nicolette Alger, HSU Living Trust, Directed Trust Company FBO Kristopher Georgen IRA, Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022, Prasad-Srivatsa Family Trust, Stoneford Family Trust dated July 16th 2021, Karen Stone, KSM16 Marketing, and CBA Industries, LLC (each a "Tenant," and collectively referred to as the "Tenants").

RECITALS

WHEREAS, the Tenants will acquire as tenants in common, and not as partners or joint venturers, certain percentage undivided interests (each, an "Interest"), respectively set forth in Exhibit A attached to and incorporated into this agreement in its entirety, in Parcel 1 and Parcel 2, as more particularly described in Exhibit B attached to and incorporated into this Agreement (the "Property");

WHEREAS, the Tenants desire to enter into this Agreement to provide for the orderly administration of their rights and responsibilities as to each other and as to others and to delegate authority and responsibility for the intended further operation and management of the Property; and

WHEREAS, the Property is subject to a certain loan (the "Loan") secured by a certain Mortgage, Security Agreement and Fixture Filing and a certain Collateral Assignment of Leases and Rents encumbering the Property (the "Mortgage") in favor of Hopkins Financial Services an Idaho lending corporation (together with its successor and assigns, "Lender") (the Mortgage and other documents, agreements, and instruments evidencing, securing, or delivered to the Lender in connection with the Loan are collectively referred to herein as the "Loan Documents").

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. NATURE OF RELATIONSHIP BETWEEN TENANTS IN COMMON

The Tenants shall each hold their respective interests in the Property, in such percentages as set forth on Exhibit A attached to and made a part of this Agreement, as tenants in common. The Tenants do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms and conditions upon which each of them shall hold their respective interests in the Property. The Tenants do not intend or desire to create a partnership or joint venture with the Property Manager (as defined in Section 2.1 below). Each Tenant hereby elects to be excluded from the provisions of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the joint ownership of the Property. The exclusion elected by the Tenants shall commence with the execution of this Agreement. Each Tenant covenants and agrees that each Tenant shall report on such Tenant's respective federal and state income tax returns such Tenant's respective share of items of income, deduction, and credits which result from holding the Property in a manner consistent with exclusion of the Tenants from Subchapter K of Chapter 1 of the Code, commencing with the first taxable year of the tenancy in common created by this Agreement. No Tenant shall notify the Commissioner of Internal Revenue that such Tenant desires that Subchapter K of the Code apply to the Tenants and each Tenant agrees to indemnify, protect, defend, and hold the other Tenants free and harmless from all costs, liabilities, tax consequences, and expenses, including, without limitation, attorneys' fees, which may result from any Tenant so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return. Except as expressly provided in this Agreement, no Tenant is authorized to act as agent for, to act on behalf of, or to do any act that

will bind any other Tenant or to incur any obligations with respect to the Property.

Each Tenant, as "Indemnitor," shall indemnify, defend and hold harmless each other Tenant from and against any and all liabilities of every kind arising in any manner out of the Indemnitor's failure to perform or observe any of the terms or provisions of this Agreement to be performed or observed by the Indemnitor. The terms contained in this Article shall survive the termination of this Agreement.

Required Consent and Joinder. To the extent that any Tenant is a married individual whose residence is in a community property state (currently Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin), concurrently with the execution of this Agreement and as a condition of the effectiveness of this Agreement upon such Tenants, the spouse of said Tenant shall execute and deliver a Consent of Spouse which shall be in form and content acceptable to Asset Manager. Such Consent shall provide that the spouse of the Tenant shall consent to the execution of this Agreement, the acquisition of the Interest and agree that any right, title or interest of the spouse in and to the Interest shall be subject to and governed by the provisions of this Agreement

2. MANAGEMENT

2.1 Property Manager. Concurrently herewith, the Tenants and Infinite Real Estate, Inc. (the "Property Manager"), are entering into the certain property management agreement attached as Exhibit C and incorporated into this agreement in its entirety by this reference (the "Property Management Agreement") with respect to the Property. The Property Management Agreement shall be for a term of no longer than one (1) year, may be renewed on an annual basis for an additional period of no more than twelve (12) months, and shall require the distribution of available cash flow to the Tenants within thirty (30) days following receipt of same. Pursuant to the Property Management Agreement, the Property Manager shall be the sole and exclusive manager of the Property to act as agent of the Tenants with respect to the management and operation of the Property during the term of the Property Management Agreement. Neither: (a) the removal, withdrawal, termination, or resignation of the Property Manager; (b) any assignment for the benefit of creditors by or the adjudication of bankruptcy or incompetency of the Property Manager; nor (c) the termination of the Property Management Agreement, shall cause the termination of this Agreement and this Agreement shall remain in full force and effect notwithstanding any such events. The unanimous approval of each Tenant shall be required to approve: (i) any renewal or extension of the Property Management Agreement or any replacement agreement; and (ii) the hiring of any replacement property manager and the terms of any agreement governing the same.

2.2 Authority of the Tenants. The unanimous approval, consent, or other action by the Tenants is required with respect to any of the following actions (each, a "Major Action"): (a) the sale or other disposition of all or a portion of the Property: (b) the terms of any leasing or re-leasing of all or a portion of the Property; (c) the creation or modification of a blanket lien on the Property as security for an indebtedness; (d) any renewal or extension of the Property Management Agreement or any replacement agreement and the terms thereof; and (e) the hiring of any replacement property manager and the terms of any property management agreement governing same. With respect to all other actions to be taken with respect to the Property, the approval, consent, or other action by the Tenants collectively holding more than fifty percent (50%) of the undivided interests in the Property is required. Whenever in this Agreement the consent or approval of the Tenants is required or otherwise requested, the Tenants shall have thirty (30) days after the date the request for consent or approval is submitted to approve or disapprove of the matter (unless a longer or shorter period for response is specifically provided for in this Agreement). The Tenants agree to use their best efforts to respond to any request for consent or approval. If a Tenant does not disapprove of such matter within said thirty (30) day period (or such longer or shorter period expressly provided in this Agreement), the Tenant shall be deemed to have approved the matter.

3. INCOME AND EXPENSES

Except as otherwise provided, all benefits and obligations of the ownership of the Property, including, without limitation, income, revenue, operating expenses, proceeds from sale or refinance, or condemnation awards shall be shared by the Tenants in proportion to their respective undivided interests in the Property. Without limiting the generality of the foregoing: (a) the Tenants shall receive all cash from operations of the Property after payment of expenses, in proportion to their respective undivided interests in the Property, except for such amounts as may be determined by the Tenants to be retained for reserves or improvements; and (b) taxes shall be paid by each Tenant in proportion to their respective undivided interests.

4. OBLIGATIONS

The Tenants each agree to perform such acts as may be reasonably necessary to carry out the terms and conditions of this Agreement, including, without limitation:

4.1 Documents. Executing documents required in connection with a sale or refinancing of the Property in accordance with Section 5 below and such additional documents as may be required under this Agreement or may be reasonably required to effect the intent of the Tenants with respect to the Property or any loans encumbering the Property.

4.2 Additional Funds. Each Tenant will be responsible for a pro rata share (based on its undivided interest or as otherwise provided) with respect to taxes, any management fee, or other items specifically applicable to the Property, or any future cash needed in connection with the ownership, operation, management, and maintenance of the Property as determined by the Property Manager pursuant to the Property Management Agreement. To the extent any Tenant fails to pay any funds pursuant to this Section 4.2 within thirty (30) days after the Property Manager delivers notice that such additional funds are required, any other Tenant(s) in Common may advance such amount. In no event shall such advance remain outstanding by the nonpaying Tenant for a period exceeding thirty (30) days. The nonpaying Tenant shall reimburse the paying Tenant(s) in Common, upon demand, the amount of any such advance plus interest thereon at the rate of eighteen percent (18%) *per annum* (but not more than the maximum rate allowed by law) until paid. In addition, the Property Manager is hereby authorized to pay the Tenant entitled to reimbursement and interest the amounts due out of future cash from operations or from a sale or refinancing of the Property or other distributions pursuant to the Property Management Agreement up to the amount of the advance plus interest. The remedies against a nonpaying Tenant provided for in this section are in addition to any other remedies that may otherwise be available, including, but not limited to, the right to obtain a lien against the undivided interest in the Property of the nonpaying Tenant to the extent allowed by law. Notwithstanding the preceding provisions, however, it is expressly understood and agreed that all such rights to, or to obtain, reimbursement are subject and subordinate in all respects to the rights of the Lender.

5. SALE OR ENCUMBRANCE OF PROPERTY

5.1 Approval Required. Any loan encumbering the Property, or any sale of the Property shall be subject to unanimous approval by the Tenants, which approval shall be communicated by written response to a written request for approval. For the purposes hereof, a loan encumbering the Property which has been approved by the Tenants in accordance with the foregoing, including but not limited to the Loan, shall be referred to as an "Approved Loan".

5.2 Distribution of Proceeds. Notwithstanding any other provisions of this Agreement, proceeds of any sale or refinancing shall be distributed at the closing of the sale as set forth below.

(a) To the extent necessary, the proceeds shall first be used to pay in full any loans encumbering title to the Property.

(b) The proceeds shall next be used to pay all outstanding costs and expenses incurred in connection with the holding, marketing, sale, or financing of the Property.

(c) Any proceeds remaining after payment of the items set forth in this Section 5.2 shall be paid as provided in Section 3.

6. POSSESSION

The Tenants intend to own and/or lease the Property strictly for investment purposes at all times and no Tenant shall have the right to occupy or use the Property at any time during the term of this Agreement.

7. TRANSFER OR ENCUMBRANCE

Subject to compliance with the terms of this Agreement, including, without limitation, the terms of Section 10 hereof, applicable securities laws and compliance with the terms of the Loan and the Loan Documents/any loan (and associated loan agreement and documents) secured by the Property, each Tenant may sell, transfer, convey, pledge, encumber, or hypothecate its Interest in the Property or any part thereof (each a "Transfer"), provided that any transferee shall take such Interest subject to this Agreement, and the transferor and transferee shall execute and cause to be recorded an assignment and assumption agreement (an "Assumption Agreement") whereby: (a) the transferor assigns to the transferee all of its right, title, and interest in and to this Agreement; and (b) the transferee assumes and agrees to perform faithfully and be bound by all of the terms, covenants, conditions, provisions, and agreements of this Agreement with respect to the undivided Interest to be transferred. Upon the execution and recordation of such Assumption Agreement, the transferor shall be relieved of all liability under this Agreement accruing after the date of recordation of the Assumption Agreement, except for those arising from events occurring prior to the date of the Assumption Agreement, and the transferee shall become a party to this Agreement without requiring any further action by any other Tenant. Each Tenant shall be responsible for compliance with applicable securities laws with respect to any sale or Transfer of its Interest in the Property. Notwithstanding the foregoing, for so long as an Approved Loan is encumbering the Property, a Tenant shall have no right to Transfer any portion of its Interest in the Property, without the prior written consent of the Lender under the Approved Loan or as otherwise expressly provided in the Approved Loan.

8. PARTITION

8.1 Right of Partition. The Tenants agree that any Tenant and any of its successors-in-interests shall have the right, while this Agreement remains in effect, to have the Property partitioned, and to file a complaint or institute any proceeding at law or in equity to have the Property partitioned in accordance with and to the extent provided by applicable law and to the extent permitted by the Lender under the Approved Loan. The Tenants acknowledge that partition of the Property may result in a forced sale by all of the Tenants. To avoid the inequity of a forced sale and the potential adverse effect on the investment by the Tenants, the Tenants agree that, as a condition precedent to filing a partition action, the Tenant filing such action (each, a "Selling Tenant") shall first make a written offer (the "Offer") to sell its Interest to the other Tenant (for the purpose of this Section 8, the "Purchasing Tenant") at a price equal to: (a) the Fair Market Value (as defined and to be determined as set forth below) of the Selling Tenant's Interest in the Property minus (b): (i) the Selling Tenant's proportionate share of any fee or other amount that would be payable to any third party (including any real estate commission) upon the sale of the Property at a price equal to the Fair Market Value; and (ii) selling, prepayment, or other costs that would apply in the event the Property was sold on the date of the Offer. No transfer shall be permitted if the number of Tenants would exceed 35 persons, or such lesser number required by the Loan Documents. Notwithstanding the provisions of this Article 8, no right to transfer, partition or encumber shall exist to the extent the same is prohibited by, or would constitute a default under, the terms of the Leases or any of the Loan

Documents.

8.2 Fair Market Value. "Fair Market Value" shall mean the fair market value of the Selling Tenant's undivided Interest in the Property on the date the Offer is made as determined in accordance with the procedures set forth below. The Purchasing Tenant shall have sixty (60) days after delivery of the Offer to accept the offer. If the Purchasing Tenant accepts the Offer, the Selling Tenant and the Purchasing Tenant shall commence negotiation of the Fair Market Value within fourteen (14) days after the Offer is accepted. If the parties do not agree, after good faith negotiations, within twenty-one (21) days, then each party shall submit to the other a proposal (the "Proposal") containing the Fair Market Value the submitting party believes to be correct. If either party fails timely to submit a Proposal, the other party's submitted Proposal shall determine the Fair Market Value. If both parties timely submit Proposals, then the Fair Market Value shall be determined by final and binding arbitration in accordance with the procedures set forth below. The parties shall confer within seven (7) days after delivery of the last Proposal and make a good faith attempt to mutually appoint a certified real estate appraiser who shall have been active full-time over the previous ten (10) years in the appraisal of comparable properties located in the same area in which the Property is located to act as the arbitrator. If the parties are unable to agree upon a single arbitrator, then the parties each shall, within fifteen (15) days after the conference, select an arbitrator that meets the foregoing qualifications. The two (2) arbitrators so appointed shall, within fifteen (15) days after their appointment, appoint a third arbitrator meeting the foregoing qualifications. The decision of the single arbitrator or of the arbitrator(s) shall be made within fifteen (15) days after the appointment of a single arbitrator or the third arbitrator, as applicable. The arbitrator(s) shall have no authority to create an independent structure of Fair Market Value or prescribe or change any or several of the components or the structure thereof, the sole decision to be made shall be which of the parties' Proposals shall determine the Fair Market Value of the Property. The decision of the single arbitrator or majority of the three (3) arbitrators, as applicable, shall be binding upon the parties. If either party fails to appoint an arbitrator within the time period specified above, the arbitrator appointed by one of them shall reach a decision, which shall be binding upon the parties. The cost of the arbitrators shall be paid equally by the Selling Tenant and the Purchasing Tenant. The arbitration shall be conducted in Boise, ID or virtually via video conference pursuant to the procedures applicable to arbitration conducted under the authority of the Idaho District Court for Ada County, as modified by this Agreement. The parties agree that RSA Chapter 542 shall apply to any arbitration under this Agreement except that the parties shall have no discovery rights in connection with the arbitration. The decision of the arbitrator(s) may be submitted to any court of competent jurisdiction by the party designated in the decision. Such party shall submit to the court a form of judgment incorporating the decision of the arbitrator(s), and such judgment, when signed by a judge of the court, shall become final for all purposes, and shall be entered by the clerk of the court on the judgment roll of the court. If one party refuses to arbitrate an arbitrable dispute and the party demanding arbitration obtains a court order directing the other party to arbitrate, the party demanding arbitration shall be entitled to recover all of its reasonable attorneys' fees and costs in obtaining such order from the refusing party, regardless of which party ultimately prevails in the matter. By executing this Agreement, each Tenant is agreeing to have any dispute arising out of the matters included in the arbitration of disputes provision decided by neutral arbitration as provided by the State of Idaho and each Tenant is giving up any rights it might possess to have the dispute litigated in a court or jury trial. By executing this Agreement, each Tenant is giving up its judicial rights to discovery and appeal. If a Tenant refuses to submit to arbitration after agreeing to this provision, it may be compelled to arbitrate under the authority of the laws of Idaho. Each Tenant's agreement to this arbitration provision is voluntary. The closing of the purchase of the Selling Tenant's Interest shall occur at the offices of a mutually agreeable title company where the Property is located within thirty (30) days after the date on which Fair Market Value is determined, whether by agreement or arbitration. Closing costs and prorations shall be allocated as is standard practice where the Property is located.

8.3 Lender Mandate. Notwithstanding the general provisions of Section 8.1, if required by the Lender as a condition of making the Loan to the Tenants to acquire the Property or refinance the Loan secured by the Property, the Tenants shall be deemed to have waived their right to file a complaint or institute any proceeding at law or in equity to have the Property partitioned in accordance with local law. Notwithstanding anything to the

contrary in this Agreement, so long as the Loan or any portion thereof is outstanding each Tenant agrees that it will not seek or be entitled to seek and obtain a partition of all or any part of the Property without first obtaining the prior written consent of the Lender. Accordingly, each Tenant expressly waives any right it may have to partition the Property or any part thereof unless the Lender has consented in writing to such party's exercise of such rights.

9. BANKRUPTCY OPTION

9.1 Option. If, during the term of this Agreement, a Tenant is Bankrupt (as defined below) (a "Bankrupt Tenant"), the other Tenant shall have the right, to be exercised by written notice (a "Bankruptcy Call Notice") to the Bankrupt Tenant, to buy all of the Bankrupt Tenant's Interest in the Property. Upon receipt of the Bankruptcy Call Notice, the Bankrupt Tenant shall be obligated to sell to the other Tenant, and the other Tenant shall be obligated to buy the Bankrupt Tenant's entire Interest in the Property for the Fair Market Value of the Bankrupt Tenant's Interest in the Property, as Fair Market Value is determined under Section 8 above. Such purchase and sale shall be closed within thirty (30) days following the determination of Fair Market Value. The foregoing notwithstanding, if the applicable bankruptcy court or applicable bankruptcy rules require that the Fair Market Value of the Bankrupt Tenant's Interest in the Property be determined through an alternate valuation method, the parties may agree that such alternate valuation method shall be used to determine the Fair Market Value of the Property that is subject to such court's jurisdiction in lieu of the procedure established in Section 8, as required by such court or the applicable rules. In addition, any such bankruptcy or other insolvency proceeding will constitute an event of default under this Agreement.

9.2 Bankruptcy. For the purposes of this Agreement, a Tenant shall be considered "Bankrupt" if such Tenant: (a) is unable to pay its debts as they come due, including any debt associated with the Property; (b) admits in writing to its inability to pay debts as they come due, including any debt associated with the Property; (c) makes a general assignment for the benefit of creditors; (d) files any petition or answer seeking to adjudicate it bankrupt or insolvent; (e) seeks liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of its debts; (f) seeks, consents to, or acquiesces in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official or for any substantial part of its property; (g) is the subject of the entry of an order for relief or approval of a petition for relief or reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future bankruptcy, insolvency, or similar statue, law, or regulation or the filing of any such petition that is not dismissed within ninety (90) days; or (h) is the subject of the entry of an order appointing a trustee, custodian, receiver, or liquidator with respect to all or any substantial portion of its property, which order is not dismissed within sixty (60) days.

9.3 Right of First Refusal. If under federal bankruptcy law, similar debtor relief laws, or other laws affecting the Property, the option to purchase granted under this Section 9 is voided or declared unenforceable, the other Tenant shall have a right of first refusal to buy any Interest in the Property of a Bankrupt Tenant in the event of any proposed transfer by a trustee, receiver, conservator, liquidator, guardian, or other transferor. Such right of first refusal shall provide that the other Tenant may buy the Bankrupt Tenant's Interest in the Property at the same price and on the same terms as such Interest in the Property is proposed to be sold by such trustee, receiver, conservator, liquidator, guardian, or other transferor. The rights contained in this Section 9 shall be subject and subordinate to the terms of the Loan Documents.

9.4 No Voting Rights. If any Tenant shall voluntarily or involuntarily be declared bankrupt, then the voting and approval rights of that Tenant shall immediately cease. It is the intention of the Tenants that only the beneficial interest of the Bankrupt Tenant will be vested in the successor Tenant and the consequences of any bankruptcy will not interfere with the operations of the Property.

10. RIGHT OF FIRST OFFER

If a Tenant (each, a "Selling Tenant") desires to sell its Interest in the Property or Transfer its Interest in the Property pursuant to Section 7, then as a condition precedent to such sale or Transfer, the Selling Tenant shall first offer to sell or Transfer its Interest in the Property to the other Tenant (the "Offeree") in writing (the "Selling Tenant Notice"), which Selling Tenant Notice shall specify: (a) if Selling Tenant intends to sell or Transfer all or a portion of its Interest in the Property; and (b) the material terms and conditions, including the price, pursuant to which Selling Tenant proposes to sell or Transfer its Interest in the Property. The Offeree shall have the right, within sixty (60) days after receipt of such Selling Tenant Notice (the "ROFO Purchase Offer Period"), to deliver a written offer ("Purchase Offer") to the Selling Tenant to purchase the Selling Tenant's Interest in the Property. If Offeree fails to deliver a Purchase Offer to Selling Tenant within the ROFO Purchase Offer Period, then Selling Tenant shall be free to either sell or Transfer its Interest in the Property to a bona fide third party other than Offeree, provided that such sale or Transfer: (i) shall be on the exact same terms and at the exact same price as stated in Selling Tenant Notice; (ii) is in compliance with the terms of the Loan; and (iii) is consummated within thirty (30) days following the expiration of the ROFO Purchase Offer Period. If Selling Tenant does not sell or Transfer its Interest in the Property within such period, the right provided hereunder shall be deemed to be revived and Selling Tenant shall not offer its Interest in the Property to any person unless first reoffered to Offeree in accordance with this Section 10. The rights contained herein shall be subject and subordinate in all respects to the terms of the Loan Documents and any loan documents encumbering or relating to the Property. Notwithstanding any other provisions, a Tenant may sell, assign or transfer all or any part of its Interest to: (a) his or her parents, spouse, descendants and/or spouse of his or her descendants, stepson or stepdaughter or a descendant of either; (b) a trust established for the benefit of (i) the Tenant, or (ii) one or more of the individuals described in clause (a) above; or (c) any entity wholly-owned and controlled by the Tenant without being subject to this Article 10.

11. GENERAL PROVISIONS

11.1 Mutuality, Reciprocity, Runs with the Land. All provisions, conditions, covenants, restrictions, obligations, and agreements contained in this Agreement are made for the direct, mutual, and reciprocal benefit of each and every part of the Property; shall be binding upon and shall inure to the benefit of each of the Tenants and their respective heirs, executors, administrators, successors, assigns, devisees, representatives, lessees, and all other persons acquiring any undivided interest in the Property or any portion thereof whether by operation of law or any manner whatsoever (collectively, "Successors"); shall create mutual, equitable servitudes and burdens upon the undivided interest in the Property of each Tenant in favor of the interest of every other Tenant; shall create reciprocal rights and obligations between the respective Tenants, their interests in the Property, and their Successors; and shall, as to each of the Tenants and their Successors, operate as covenants running with the land, for the benefit of the other Tenants pursuant to applicable law. It is expressly agreed that each covenant contained herein: (a) is for the benefit of and is a burden upon the undivided interests in the Property of each of the Tenants; (b) runs with the undivided interest in the Property of each Tenant; and (c) benefits and is binding upon each Successor owner during its ownership of any undivided interest in the Property, and each owner having any interest therein derived in any manner through any Tenant or Successor. Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right, and limitation contained herein, whether or not such person or entity expressly assumes such obligations or whether or not any reference to this Agreement is contained in the instrument conveying such interest in the Property to such person or entity. The Tenants agree that, subject to the terms and conditions of this Agreement, any Successor shall become a party to this Agreement upon acquisition of an undivided interest in the Property as if such person was a Tenant initially executing this Agreement.

11.2 Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Ada County, Idaho, before a sole arbitrator, in accordance with the laws of the State of Idaho for agreements made in and to be performed in that state. The arbitration shall be administered by the American Arbitration Association pursuant to

its Streamlined Arbitration Rules & Procedures. Judgment entered upon any award rendered may be enforced by appropriate judicial action. The losing party shall bear any fees and expenses of the arbitrator, other tribunal fees and expenses, reasonable attorneys' fees of both parties, any costs of producing witnesses, and any other reasonable costs or expenses incurred by the losing party or the prevailing party or such costs as shall be allocated by the arbitrator.

11.3 Attorneys' Fees. If any arbitration, action, or proceeding is instituted between the Tenants arising from or related to this Agreement, the Tenant prevailing in such arbitration, action, or proceeding shall be entitled to recover from the other Tenant all of its or their costs of arbitration, action, or proceeding, including, without limitation, attorneys' fees and costs as fixed by the court or arbitrator therein.

11.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

11.5 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Idaho without regard to choice of law rules.

11.6 Amendment and Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

11.7 Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. E.T. on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

If to J & A Johnson, LLC:	J & A Johnson, LLC 24 E Main St. American Fork, UT 84003 Attention: Amy Johnson
If to Y Street Capital Incorporated:	Y Street Capital Incorporated 4019 Carling Ave, Suite 201B, Ottawa, ON K2K 2A3 Attention: Victor Menasce
If to Brian Higbee:	Brian Higbee 1001 W Academy Drive, Spanish Fork, Utah 84660
If to Yellowtail Properties, LLC:	Yellowtail Properties LLC 2351 7th Ave, Apt #PH6, New York, NY 10030 Attention: Chris Balzaretti
If to Ignite Holdings, LLC:	Ignite Holdings, LLC 2921 Piedmont Rd Ne Atlanta GA 30305 Attention: John Howard
If to 8 Stewart Place, LLC:	8 Stewart Place, LLC 1655 Undercliff Avenue, Apt 18F Bronx, NY, NY 10453 Attention: Monica Soyemi
If to IRA Financial Trust Company CFBO Gerald S Smyser:	IRA Financial Trust Company CFBO Gerald S Smyser 5024 S Bur Oak Pl Ste 200 Sioux Falls SD 57108 Attention: Gerald Smyser
If to Brayan Martinez:	Brayan Martinez 3304 Emmons Ave North Las Vegas, NV 89030

If to Charles and Nicolette Alger:	Charles and Nicolette Alger 1557 N. McKenzie Way Saratoga Springs, Utah 84045
If to HSU Living Trust:	HSU Living Trust 2356 Apple Ridge Circle Manasquan, NJ 08736 Attention to: Kevin Hsu
If to Direct Trust Company FBO Kristopher Georgen IRA:	Direct Trust Company FBO Kristopher Georgen IRA 73 Louise View Dr. Bellingham, WA 98229 Attention to: Kristopher Georgen
If to Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022:	Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022 4402 Catlin Circle Unit B Carpinteria, CA 93013 Attention: Wendy Spencer
If to Prasad-Srivatsa Family Trust:	Prasad-Srivatsa Family Trust 1907 Kentucky Street Redwood City, CA 94061 Attention to: Akshaya Srivatsa
If to Stoneford Family Trust dated July 16th 2021:	Stoneford Family Trust 2745 Glendessary Lane Santa Barbara, CA 93105 Attention to: Daniel Stone
If to Karen Stone:	

If to KSM16 Marketing:	Karen Stone 6169 Park Lane South Unit 25 Park City, UT 84098
If to CBA Industries, LLC:	KSM16 Marketing 189 E. 580 N. Vineyard, UT 84059 Attention to: Kyle Moore CBA Industries, LLC 731 N 550 W. Maplewood, UT 84664 Attention to: Cam Ault

Any party may change its address for purposes of this Section 11.7 by giving written notice as provided in this Section 11.7. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 11.7.

11.8 Successors and Assigns. All provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, and legal representatives of the parties hereto.

11.9 Term. This Agreement shall commence as of the date written above and shall terminate at such time as the Tenants or their Successors no longer own the Property as tenants in common, one Tenant acquires fee simple to the entire Property, or the Tenants otherwise mutually agree to dissolve the tenancy in common. The bankruptcy, death, dissolution, liquidation, termination, incapacity, or incompetency of a Tenant shall not cause the termination of this Agreement.

11.10 Waivers. Any waiver of any provision or of any breach of this Agreement shall be in writing and signed by the party waiving said provision or breach. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully-executed original.

11.12 Severability. If any portion of this Agreement shall become illegal, null, void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

11.13 Further Assurances. From the Effective Date, each Tenant agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this Agreement.

11.14 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

11.15 Memorandum of Agreement. Concurrently with the execution of this Agreement, the parties shall execute a Memorandum of Agreement in the form attached hereto as Exhibit D ("Memorandum of Agreement") which shall be recorded in the Ada County Clerk's Office.

11.16 Certain Lender Related Provisions. Notwithstanding anything to the contrary herein, until the indefeasible payment and discharge in full of the Loan:

(a) Each Tenant shall comply with the provisions of this Agreement and shall cause this Agreement to remain in full force and effect at all times until the Loan is indefeasibly paid in full.

(b) No Tenant shall (nor shall it cause, suffer, or permit any other Tenant to) file a complaint or institute any proceeding at law or in equity to have any portion of the Property partitioned without first having obtained the prior written consent of the Lender to do so (which consent may be granted or withheld by the Lender in its sole and absolute discretion). Instead, in the event that one Tenant desires to partition the Property, such Tenant shall offer to sell its entire Interest in the Property to (and only to) the other Tenant and such other Tenant shall purchase such Interest as provided in Section 8.

(c) Without the prior written consent of the Lender (which consent may be granted or

withheld by the Lender in its sole and absolute discretion), one Tenant shall not impose a lien under this Agreement or exercise any other rights against the Interest of the other Tenant in respect of this Agreement or the Property. In connection with the foregoing, each Tenant hereby expressly waives any right it may have under this Agreement or otherwise at law or equity to impose such liens or enforce such rights and remedies against the other Tenant until such prior written consent is obtained or the Loan is indefeasibly paid in full.

(d) Each Tenant hereby agrees that this Agreement and any and all rights and liens created thereby in favor of any Tenant (including without limitation, rights to the payment of monies, rights of indemnity, lien rights, rights of first refusal, options to purchase, or other rights of acquisition) are and shall be in all respects subordinate and inferior to the lien, security interest, and terms of this Agreement and all Loan Documents, all without the necessity of the Lender or any Tenant executing further instruments to effect such subordination. If requested, however, each Tenant shall execute and deliver to the Lender such documents as the Lender may reasonably require to further effect the provisions of this Section 11.17. In connection with the foregoing, no Tenant shall make any payments, and shall not cause, suffer, or permit any payments to be made to, the other Tenant, or any member or manager of the other Tenant, pursuant to the terms of this Agreement without the Lender's prior written consent (which consent may be granted or withheld in the Lender's sole and absolute discretion), unless otherwise expressly permitted by the Loan Documents.

(e) Each Tenant shall promptly: (i) perform and observe each and every covenant required to be performed and observed by such Tenant under this Agreement and do all things necessary to preserve and to keep unimpaired its material rights thereunder; (ii) immediately notify the Lender of any default or event of default under this Agreement of which Tenant is aware or any event that but for the passage of time would ripen into a default or event of default; and (iii) deliver to the Lender a copy of any notice of default or other material notice delivered or received by Tenant under this Agreement.

(f) No Tenant shall amend or modify in any respect, or terminate, or except as expressly provided by the Loan Documents, assign, pledge, hypothecate, or grant any rights in or to, this Agreement without the prior written consent of the Lender (which consent may be granted or withheld in the Lenders sole and absolute discretion); and any modification, supplement, alteration, waiver, amendment, discharge, or change of this Agreement, or assignment, pledge, hypothecation, or grant of interest in this Agreement that has not been consented to in writing by the Lender, shall be null and void *ab initio* and of no force and effect.

(g) To the extent that there are any inconsistencies between the terms of the Loan Documents and the terms of this Agreement, each Tenant agrees that the terms of the Loan Documents shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

J & A Johnson, LLC

By: Signed in Counterpart
Name:
Title:

Y Street Capital Inc

By: [signature]
Name: Matthew Maxson
Title: MANAGER

Brian Higbee

By: Signed in counterpart
Name:
Title:

Yellowtail Properties, LLC

By: Signed in counterpart
Name:
Title:

Ignite Holdings, LLC

By: Signed in counterpart

Name:

Title:

8 Stewart Place, LLC

By: Signed in counterpart

Name:

Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

J & A Johnson LLC

By: DocuSigned by: 24ED9226984E49F...

Name: Amy Johnson

Title: Manager

Y Street Capital Inc

By: DocuSigned by: 973EAD31A633427...

Name: Matthew Maxson

Title: Manager

Brian Higbee

By: DocuSigned by: Brian Higbee CA3C3DBC14C74E9...

Name: Brian Higbee

Title:

Yellowtail Properties, LLC

By: DocuSigned by: Christopher J. Balzaretti 92E2428CE5CC4F2...

Name: Christoper J. Balzaretti

Title: Member

Ignite Holdings, LLC

By: DocuSigned by: John Howard E1C7D692A804483...

Name: John Howard

Title: Member

8 Stewart Place, LLC

By: DocuSigned by: CC554E77DB284C5...

Name: Monica Soyemi

Title: Member

IRA Financial Trust Company CFBO Gerald S Smyser

By: Brenda Benning

Name: Brenda Benning

Title: Corp Alt Signer

Brayan Martinez

By: Signed in counterpart

Name:

Title:

Charles Alger and Nicolette Alger

By: Signed in counterpart

Name:

Title:

HSU Living Trust

By: Signed in counterpart

Name:

Title:

Directed Trust Company FBO Kristopher Georgen IRA

By: Signed in counterpart

Name:

Title:

Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022

By: Signed in counterpart

Name:

Title:

IRA Financial Trust Company CFBO Gerald S Smyser

By: Signed in counterpart

Name:

Title:

Brayan Martinez

By: Brayan Martinez
35765504AF034C5...

Name: Brayan Martinez

Title:

Charles Alger and Nicolette Alger

By: DocuSigned by: Charles Alger
FD22B635B05443A...
DocuSigned by: Nicolette Alger
C4E673046811471...

Name: Charles Alger & Nicolette Alger

Title:

HSU Living Trust

By: DocuSigned by:
230641BF4CF84B1...

Name: Kevin Hsu

Title: Trustee

Directed Trust Company FBO Kristopher Georgen IRA

By: DocuSigned by: Mario Gianfortune
F0E43C6502E4457...

Name: Mario Gianfortune

Title: Authorized Signer

Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022

By: DocuSigned by: Wendy K. Spencer
1FD646AF9968417...

Name: Wendy K. Spencer

Title: Trustee

Prasad-Srivatsa Family Trust

By: DocuSigned by: Akshay Srivatsa 187F5A7294684C6 DocuSigned by: Namrata Prasad F88AC279CDD0421

Name: Akshaya Srivatsa & Namrata Prasad

Title: Co-Trustees

Stonelore Family Trust dated July 16th, 2021

By: DocuSigned by: D774B2CDC317469

Name: Daniel Stone

Title: Trustee

Karen Stone

By: DocuSigned by: 6CD3C8A8428A4F4

Name: Karen Stone

Title:

KSM16 Marketing

By: DocuSigned by: Kyle Moore E940676B6F4D4CD

Name: Kyle Moore

Title: Member

CBA Industries, LLC

By: DocuSigned by: Cameron ault FA984079EA36489

Name: Cameron Ault

Title: Member

Exhibit B.6

EXHIBIT A

TIC Ownership Percentages

(and Initial Revenue Ownership Percentages)

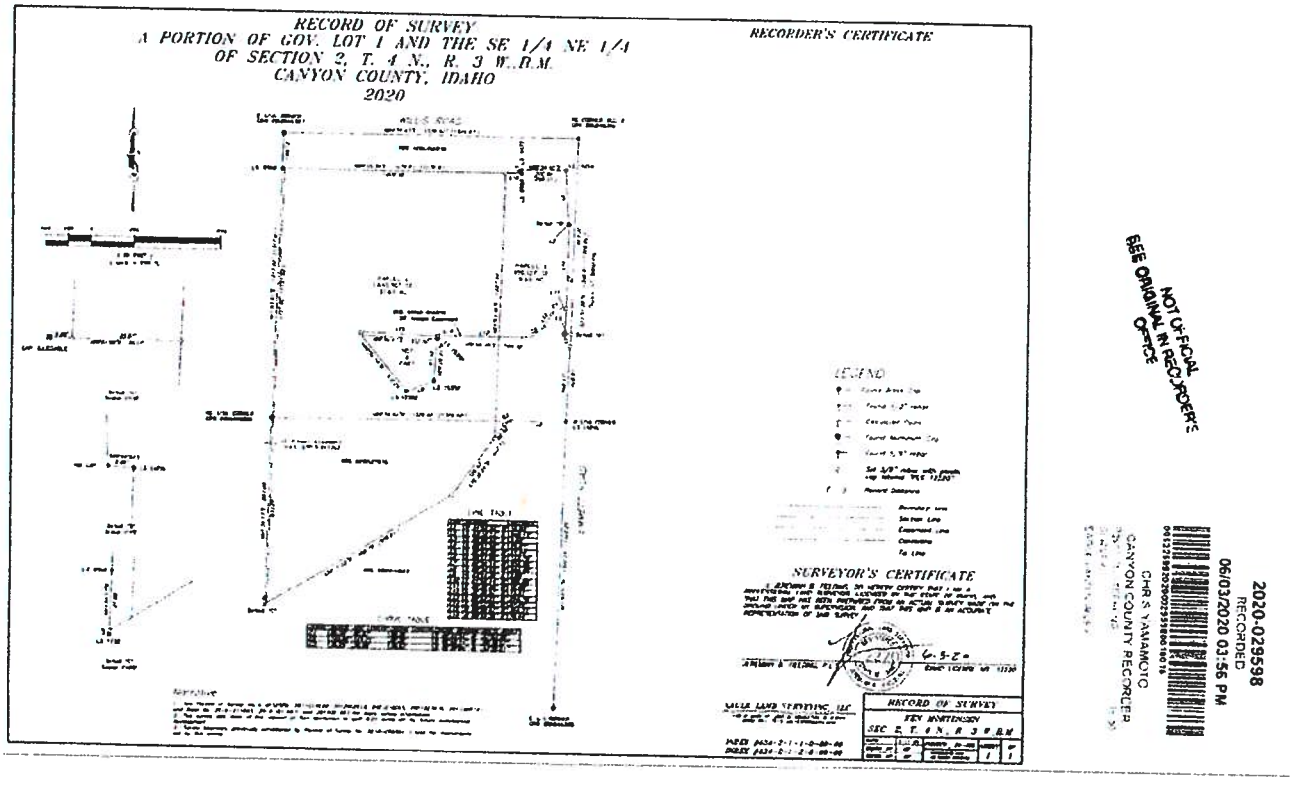
Name	Address	Capital Contribution	% Ownership of Property
J & A JOHNSON, LLC	24 E Main St. American Fork, UT 84003		35.98%
Y STREET CAPITAL, INC	4019 Carling Ave, Suite 201B, Ottawa, ON K2K 2A3		25.98%
BRIAN HIGBEE	1001 W Academy Drive, Spanish Fork, Utah 84660	$875,000	20.00%
YELLOWTAIL, LLC	2351 7th Ave, Apt #PH6, New York, NY 10030	$75,000	1.76%
YELLOWTAIL, LLC	2351 7th Ave, Apt #PH6, New York, NY 10030	$250,000	5.88%
IGNITE HOLDINGS, LLC	2921 Piedmont Rd Ne Atlanta GA 30305	$115,000	1.15%
IGNITE HOLDINGS, LLC	2921 Piedmont Rd Ne Atlanta GA 30305	$50,000	0.50%
8 STEWART PLACE, LLC	1655 Undercliff Avenue, Apt 18F Bronx, NY, NY 10453	$55,000	0.55%
IRA FINANCIAL TRUST COMPANY CFBO GERALD S SMYSER	5024 S Bur Oak Pl Ste 200 Sioux Falls SD 57108	$100,000	1.00%
BRAYAN MARTINEZ	3304 Emmons Ave North Las Vegas, NV 89030	$50,000	0.50%

CHARLES ALGER AND NICOLETTE ALGER	1557 N. McKenzie Way Saratoga Springs, Utah 84045	$50,000	0.50%
HSU LIVING TRUST	2356 Apple Ridge Circle Manasquan, NJ 08736	$50,000	0.50%
DIRECT TRUST COMPANY FBO KRISTOPHER GEORGEN IRA	73 Louise View Dr. Bellingham, WA 98229	$50,000	0.50%
Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022	4402 Catlin Circle Unit B Carpinteria, CA 93013	$100,000	1.00%
PRASAD-SRIVATSA FAMILY TRUST	1907 Kentucky Street Redwood City, CA 94061	$100,000	1.00%
THE STONEFORD FAMILY TRUST DATED JULY 16th 2021	2745 Glendessary Lane Santa Barbara, CA 93105	$100,000	1.00%
KAREN STONE	6169 Park Lane South, Unit 25, Park City UT 84098	$150,000	1.5%
KSM16 MARKETING	189 E 580 N Vineyard, UT 84059	$45,000	0.45%

CBA INDUSTRIES, LLC	731 N 550 W Maplewood, UT 84664	$25,000	0.25%

EXHIBIT B

PROPERTY DESCRIPTION



PARCEL 1:

NOTE: THE COUNTY RECORDS AND/OR THE CITY ENGINEER'S OFFICE SHOW THE ADDRESS TO BE: +/- 8.04 2 EMMETT ROAD, CALDWELL, ID 83607

A PART OF GOVERNMENT LOT 1 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS: COMMENCING AT A

FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION (SAID POINT BEING THE POINT OF BEGINNING); THENCE S89°34'45"W 244.40 FEET ALONG THE CENTERLINE OF AN EXISTING IRRIGATION DITCH TO A POINT OF CURVE; THENCE SOUTHWESTERLY 36.98 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 39.25', DELTA= 53°59'21", CHORD BEARING AND DISTANCE= S62°35'04"W 35.63 FEET) ALONG SAID CENTERLINE; THENCE S35°35'24"W 80.62 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220" MARKING A POINT ON THE CENTERLINE OF AN EXISTING IRRIGATION DITCH; THENCE N01°53'38"E 1227.22 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°55'38"E 70.44 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 8960"; THENCE N01°55'22"W 15.00 FEET TO A FOUND 1/2" REBAR WITH CAP LABELED "PLS 4477"; THENCE N89°54'40"E 200.80 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216"; THENCE S03°10'13"E 249.17 FEET TO A FOUND 5/8" REBAR WITH NO CAP; THENCE S86°56'23"E 2.96 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216"; THENCE S01°54'14"W 504.06 FEET; THENCE S89°51'58"E 25.07 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220" MARKING A POINT ON THE EAST LINE OF SAID SECTION; THENCE S01°53'38"W 405.61 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. ALSO SHOWN AS PARCEL 1 ON RECORD OF SURVEY RECORDED JUNE 3, 2020, AS INSTRUMENT NO. 2020- 029598, RECORDS OF CANYON COUNTY, IDAHO.

SUBJECT TO:

A 28-FOOT INGRESS-EGRESS ACCESS EASEMENT THAT IS 14-FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE THAT IS LOCATED IN GOVERNMENT LOT 1, SECTION2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 405.61 FEET ALONG THE EAST LINE OF SAID SECTION TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°51'58"W 25.07 FEET; THENCE N01°54'14"E 118.42 FEET TO THE POINT OF BEGINNING; THENCE S89°30'46"W 15.89 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 60.63 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 60.00', DELTA= 57°53'38", CHORD BEARING AND DISTANCE= S60°33'52"W 58.08 FEET); THENCE S31°36'57"W 73.51 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 101.71 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA: RADIUS= 100.00', DELTA= 58°16'27", CHORD BEARING AND DISTANCE= S60°45'14"W 97.38 FEET); THENCE S89°53'31"W 294.79 FEET; THENCE S88°17'20"W 87.24 FEET; THENCE N88°00'47"W 354.31 FEET TO THE POINT OF TERMINUS.

PARCEL 2

NOTE: THE COUNTY RECORDS AND/OR THE CITY ENGINEER'S OFFICE SHOW THE ADDRESS TO BE: +/- 37.67 ACRES, TBD EMMETT ROAD, CALDWELL, ID 83607

PARCEL A:

A PART OF GOVERNMENT LOT 1 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3

WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE S89°34'45"W 244.40 FEET ALONG THE CENTERLINE OF AN EXISTING IRRIGATION DITCH TO A POINT OF CURVE; THENCE SOUTHWESTERLY 36.98 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 39.25', DELTA= 53°59'21", CHORD BEARING AND DISTANCE= S62°35'04"W 35.63 FEET) ALONG SAID CENTERLINE; THENCE S35°35'24"W 80.62 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"MARKING A POINT ON THE CENTERLINE OF AN EXISTING IRRIGATION DITCH (SAID POINT BEING THE POINT OF BEGINNING); THENCE S35°35'24"W 326.53 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE S58°11'22"W 988.78 FEET ALONG SAID CENTERLINE TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE N01°34'17"E

861.05 FEET ALONG THE SAID WEST LINE TO A FOUND BRASS CAP MARKING THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION; THENCE N01°53'01"E 1151.90 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 8960"; THENCE N89°'55'38"E 1009.38 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE S01°53'38"W 1227.22 FEET TO THE POINT OF BEGINNING.

EXCLUDING THE FOLLOWING PARCEL:

A PART OF GOVERNMENT LOT 1 IN SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 348.37 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE N88°06'06"W 594.32 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352" (SAID POINT BEING THE POINT OF BEGINNING); THENCE S04°06'01"W 193.48 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352"; THENCE S68°21'56"W 133.79 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352"; THENCE N40°00'14"W 332.26 FEET TO A SET 5/8" REBAR WITH ORANGEPLASTIC CAP LABELED "PLS 12220"; THENCE

S88°00'47"E 352.00 FEET TO THE POINT OF BEGINNING. ALSO SHOWN AS PARCEL 2 ON RECORD OF SURVEYRECORDED JUNE 3, 2020, AS INSTRUMENT NO. 2020-029598, RECORDS OF CANYON COUNTY, IDAHO.

SUBJECT TO AND TOGETHER WITH:

A 28-FOOT INGRESS-EGRESS ACCESS EASEMENT THAT IS 14-FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE THAT IS LOCATED IN GOVERNMENT LOT 1, SECTION2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1332.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP

LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 405.61 FEET ALONG THE EAST LINE OF SAID SECTION TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°51'58"W 25.07 FEET; THENCE N01°54'14"E 118.42 FEET TO THE POINT OF BEGINNING; THENCE

S89°30'46"W 15.89 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 60.63 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 60.00', DELTA= 57°53'38", CHORD BEARING AND DISTANCE= S60°33'52"W 58.08 FEET); THENCE

S31°36'57"W 73.51 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 101.71 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA: RADIUS= 100.00', DELTA= 58°16'27", CHORD BEARING AND DISTANCE= S60°45'14"W 97.38 FEET); THENCE

S89°53'31"W 294.79 FEET; THENCE S88°17'20"W 87.24 FEET; THENCE

N88°00'47"W 354.31 FEET TO THE POINT OF TERMINUS.

EXHIBIT C

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement"), is made as of this 28 day of AUG 2023, J & A Johnson, LLC, Y Street Capital Incorporated, Brian Higbee, Yellowtail Properties LLC, Ignite Holdings, LLC, 8 Stewart Place, LLC, IRA Financial Trust Company CFBO Gerald S Smyser, Brayan Martinez, Charles and Nicolette Alger, HSU Living Trust, Directed Trust Company FBO Kristopher Georgen IRA, Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022, Prasad-Srivatsa Family Trust, Stoneford Family Trust dated July 16th 2021, Karen Stone, KSM16 Marketing, and CBA Industries, LLC (each a "Tenant" or collectively as the "Tenants") and Infinite Real Estate, Inc., a Utah limited liability company (the "Manager")

ENGAGEMENT OF MANAGER

1.1. Engagement Generally. The Tenants hereby employ the Manager as an independent contractor exclusively to manage the land and buildings located at (the "Premises") for a period of one year except that such term may be earlier terminated as set forth herein in Section 8.

1.2. Duties of the Manager Generally. The Manager agrees to manage the Premises to the extent, for the period, and upon the terms herein provided.

2. RECEIPTS AND PAYMENTS OF FUNDS

2.1. Accounts Receivable.

2.1.1. Rent Collections. The Manager shall collect and, as necessary, provide receipt for all monthly or other rents due to the Tenants for the operation of the Premises.

2.1.2. Bank Accounts. All monies collected by the Manager shall be forthwith deposited by Manager in a bank account or accounts established by the Tenants in the Tenants' name or in the name of the Manager, as agreed by them, for such purpose, having such signatories, and in a bank approved by the Tenants. The Manager shall be responsible for the collection, disbursement, handling and holding of the monies collected to the extent that a normal, reasonable and prudent businessman would be responsible for such collection, disbursement, handling and holding of monies.

2.1.3. Certain Collection Practices. Manager shall: (i) Coordinate and implement an aggressive and consistent collections program, and generate late notices to send out to delinquent owners; and (ii) furnish to the Tenants a quarterly management report and update on all delinquent accounts.

2.1.4. Accounts Receivable Records. The Manager shall maintain records showing all its receipts and expenditures relating to the Premises and shall promptly submit to the Tenants a cash receipts and disbursements statement for the preceding month and a statement indicating the balance or deficit in the Manager's account for the Premises.

2.1.5. Reconciliation of Tenants' Bank Accounts. The Manager shall reconcile all of the Tenants' bank accounts and provide a report thereon to the Tenants. The Manager shall reconcile all rents sent to the Manager and deposit the same for the benefit of the Tenants.

2.1.6. Handling of Funds. The Manager agrees that all its employees who handle or are responsible for

the safekeeping of any monies of the Tenants shall be covered by a fidelity bond.

2.1.7. Distribution of Net Revenues. In all events, the Manager shall disburse to the Tenants their respective shares of net revenues based upon 35.98% ownership of J & A Johnson, LLC, 25.98% ownership of Y Street Capital Incorporated, 20.00% ownership of Brian Higbee, 7.64% ownership of Yellowtail Properties LLC, 1.65% ownership of Ignite Holdings, LLC, 0.55% ownership of 8 Stewart Place, LLC, 1.00% ownership of IRA Financial Trust Company CFBO Gerald Smyser, 0.50% ownership of Brayan Martinez, 0.50% ownership of Charles Alger and Nicolette Alger, 0.50% ownership of HSU Living Trust, 0.50% ownership of Direct Trust Company FBO Kristopher Georgen IRA, 1.00% ownership of Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022, 1.00% ownership of Prasad-Srivatsa Family Trust, 1.00% ownership of The Stoneford Family Trust dated July 16th 2021, 1.5% ownership of Karen Stone, 0.45% ownership of KSM16 Marketing and 0.25% ownership of CBA Industries. within three (3) months from the date of receipt of those revenues. The Manager shall be prohibited from making distributions other than as set forth in this section without the prior written authorization of each of the Tenants, more specifically, the Manager may not pay a Tenant more or less than their percent share identified in this Agreement without prior written authorization. In the event of a dispute between the Tenants regarding distribution amounts, the Manager shall be entitled to

2.2. Accounts Payable. To the extent that monies are available from the operation of the Property, the Manager shall have prepared, and shall present to the Tenants for their approval and for execution by the signatories to the Tenants' bank account(s), checks for the Tenants' ordinary expenses for: (i) management, operation, maintenance and servicing of the Premises or as otherwise identified by the Tenants, including without limitation, the timely payment of all sums required to be paid thereunder, all to the end that the Tenants' interest in the Premises shall be preserved and no default chargeable to the Tenants shall occur; (ii) real estate taxes, assessments, other governmental charges, water, electricity, gas, telephone, insurance and such other services for the common elements of the Premises and insurance premiums payable in respect of the Premises or any part thereof, such to be done promptly, but in any case prior to the time that any insurance policy would lapse due to nonpayment of the premium and prior to the time any penalties or interest would accrue upon any real estate taxes or assessments (except such interest as may accrue on an assessment payable on an installment basis which the Tenants have elected to pay on an installment basis); and (iii) repairs and maintenance on the buildings, appurtenances and grounds of the Premises as required to be made by the Tenants and in accordance with standards acceptable to the Tenants. Manager shall also have prepared, and shall present to the Tenants, summaries of all such amounts payments in such detail as may be reasonably requested by the Tenants.

2.3. Taxes, Insurance and Other Charges. To the extent monies are available from the Premises, the Manager shall duly and punctually pay on behalf of the Tenants all real estate taxes, assessments, other governmental charges, water, electricity, gas, telephone, insurance and such other services for the common elements of the Premises and insurance premiums payable in respect of the Premises or any part thereof, such to be done promptly, but in any case prior to the time that any insurance policy would lapse due to nonpayment of the premium and prior to the time any penalties or interest would accrue upon any real estate taxes or assessments (except such interest as may accrue on an assessment payable on an installment basis which the Tenants has elected to pay on an installment basis).

2.4. Repairs and Maintenance. To the extent that monies are available from operation of the Premises, Manager shall pay for all repairs and perform all maintenance on the buildings, appurtenances and grounds of the Premises as required to be made by the Tenants and in accordance with standards acceptable to the Tenants. In

discharging its responsibilities under this Agreement, expenses paid shall not exceed the sum of One Thousand ($1,000.00) Dollars unless specifically authorized in writing in advance by the Tenants. Notwithstanding the limitations imposed by the preceding sentence, the Manager may, on behalf of the Tenants without prior consent, expend any amount, or incur a contractual obligation in any amount, required to deal with emergency conditions which may involve a danger to life or property or may threaten the safety of the Premises or owners or occupants or may threaten the suspension of any necessary service to the Premises.

2.5. Equipment and Supplies. To the extent monies are available from the Premises, the Manager shall make payment upon all arrangements for the furnishing to the Premises of utility, maintenance and other services and for the acquisition of supplies as necessary for the management, operation, maintenance and servicing of the Premises as required of the Tenants under the contracts; provided, however, the non-budgeted purchase of supplies in excess of Five hundred ($500.00) Dollars shall not be made without the written consent of the Tenants.

3. INSURANCE

3.1. Procuring and Maintaining Insurance. The Manager shall cause to be placed and kept in force all forms of insurance required by law or by the lender of the Tenants with respect to the Property (the "Lender"), including but not limited to public liability insurance, fire and extended coverage insurance, burglary and theft insurance, and boiler insurance. All insurance coverage shall be placed with such companies, in such amounts, and with such beneficial interest appearing therein as shall be acceptable to the Tenants and otherwise be in conformity with the requirements of the contracts of the Tenants or any mortgage covering the Premises, and, anything herein to the contrary notwithstanding, it is understood and agreed that the Manager shall have no responsibility, obligation or liability for determining the amount or type of insurance which is required with respect to the Premises. Should the Tenants elect to place such insurance coverage directly, the Tenants shall provide the Manager with a duplicate copy of the original policy, and the Manager shall thereafter keep such insurance in force. The Tenants shall name Manager as an additional insured on all the Tenants insurance policy or policies carried by Tenants.

3.2. Accidents and Casualties. The Manager shall promptly investigate and make a full timely written report to the applicable insurance company, with a copy to the Tenants, as to all accidents, claims or damage relating to the ownership, operation and maintenance of the Premises, any damage or destruction to the Premises and the estimated cost of repair thereof, and shall prepare any and all reports required by any insurance company in connection therewith. All such response shall be filed timely with the insurance company as required under the terms of the insurance policy involved. The Manager shall have no right to settle, compromise or otherwise dispose of any claims, damages or liabilities, whether or not covered by insurance, without the prior written consent of the Tenants.

4. CERTAIN OTHER SERVICES

4.1. Other Services Generally. Manager shall perform all other services necessary to comply with the provisions of this Agreement or as may be agreed to be provided by Manager. If the Manager provides any services to the Tenants which are not provided for in this Agreement and for which a separate charge is made, then such separate charge shall be billed to the Tenants, provided, that Manager shall receive written authorization from the Tenants prior to providing such special services and provided, further, that any special fees payable by Tenants for such special services shall be subject to the mutual written agreement of Tenants and Manager.

4.2. Execution of Contracts. Subject to the provisions contained in this Agreement, the Manager shall execute all contracts, agreements, and other documents and may undertake action necessary in the performance of its obligations for the maintenance of the Premises as an agent of the Tenants. The Manager shall not execute and enter into or bind the Tenants with respect to any contract or agreement having a term in excess of one year,

unless said contract or agreement contains a thirty (30) day cancellation provision, without the prior written consent of the Tenants, including but not limited to contracts and agreements on behalf of the Tenants for the management, operation, maintenance and servicing of the Premises and the acquisition of utility, maintenance or other services or the furnishing of services to the Premises and in the case of casualty, breakdown in machinery or other similar emergency, if in the reasonable opinion of the Manager emergency action prior to written approval is necessary to prevent additional damage or loss of life or personal injury or a greater total expenditure or to protect the Premises from damage or prevent a default on the part of the Tenants, in which event such action shall be taken only in concert with prompt notification by the Manager to the Tenants.

4.3. Year-end Accounting. The Manager shall prepare for review by the Tenants an estimated year-end financial report. Each expense account projections should be substantiated from the Premises' history and operating costs, as well as research to ascertain potential increases. Reserve Fund requirements should also be included in the proposed budget. Within thirty (30) days of receipt of the above statement, the Tenants shall either approve the same or provide the Manager with written notice setting forth those items which are unacceptable to Tenants or advising Manager as to what additional information is required.

4.4. Tax Filings. The Manager shall have no responsibility for the preparation or submission of any federal, state or local tax report and return on behalf of the Tenants. Provided, however, Manager shall cooperate and provide information as reasonably requested by the Tenants' accountants and tax advisors. Manager shall file any required 1099s with respect to the operation of the Premises at a charge to the Tenants.

4.5. Record Keeping. Manager shall maintain financial records of the Tenants in an orderly manner and in accordance with generally accepted accounting principles. A complete set of all financial records shall be kept in the Manager's office and be available for inspection during normal business hours, by appointment. Financial records shall not be removed from the Tenants' office or storage unless approved in writing by the Tenants. Manager shall maintain all records of the Tenants and maintain an individual file for each Tenant. All records should be kept in an orderly manner and filed in order. Everyday copies and postage are included in the management fee. However, out of pocket costs for mass mailings or mailings associated with special or annual meetings of the Tenants will be billed to the Tenants.

4.6. Financial Statements. Manager shall provide complete financial statements to the Tenants on a quarterly basis.

4.7. Correspondence. Manager will handle all general correspondence to the residents, vendors, governmental officials, and any other related entity on behalf of and only from the direction of the Tenants.

4.8. Violations of Premises Documents. Manager is responsible for reviewing and being knowledgeable concerning the leases and the Rules and Regulations of the Property. Manager shall respond to violations of the leases and any Rules and Regulations in a prompt manner.

4.9. Complaints. Manager shall handle tenant complaints that deal with safety and other issues. Complaints for which a clear-cut policy has not been established will be handled on a case-by-case basis. Manager shall make recommendations for establishing policies and keeping the Tenants apprised of all complaints as well as actions taken to resolve specific problems. Manager shall communicate, enforce, and assist the Tenants in any amendments (as necessary) to the Rules and Regulations under the direction of the Tenants. Manager shall assemble information for, and correspond with, and otherwise cooperate with the Tenants' attorneys as may be appropriate. Manager shall work with the Tenants' legal counsel to settle any legal items arising from or impeding the operation of the Tenants.

5. MAINTENANCE

5.1. Accidents. Manager shall investigate and report all accidents or claims for damage relating to the ownership, operation, and maintenance of the Tenants to the applicable insurance carrier and should supervise the preparation and submission of all claims and should ensure that payment therefore is received by the Tenants.

5.2. Inspections. Manager shall (i) perform routine inspections of the property; (ii) review contracted services being performed to ensure compliance with previous directives or contract requirements; (iii) on a routine basis, inspect the work of all contractors to ensure the specifications are being fulfilled (iv) review, coordinate, and schedule all maintenance and related responsibilities; and (v) develop bid specifications for the variety of services and applications required at the Tenants, and, for highly technical projects requiring the expertise of an architect or engineer, Manager shall work with the appropriate individuals to produce specifications consistent with industry standards as directed by the Tenants.

5.3. Compliance with Law. The Tenants and the Manager shall fully comply with all statutes, ordinances, rules and regulations governing the Premises and the business conducted therein, provided, that at Manager's election, following reasonable written notice to and instructions from the Tenants (except in cases of emergency) the Manager may take such action as may be necessary to comply with any and all statutes, rules, regulations, ordinances, orders or requirements affecting the Premises promulgated by a federal, state, county or municipal authority having jurisdiction there over, and all applicable orders of the Board of Fire Underwriters or other similar bodies. Notwithstanding any voluntary action taken by Manager on behalf of Tenants, the Manager shall be released from any responsibility in connection with any statute, ordinance, rule or regulation pertaining to the Premises or the business conducted thereof and Tenants assumes full and complete responsibility for compliance therewith and for the payment of any and all penalties, taxes, impositions and fines resulting from its failure to comply with such statute, ordinances, rules and regulations, except in regard to the Manager's negligence or willful misconduct.

5.4. Work for Lessee. Notwithstanding any other provision of this Agreement, the Manager is given no authority or responsibility for maintenance of or repairs to be performed by any lessee at the Property. Such maintenance and repairs shall be the sole responsibility of the lessee individually. Each individual lessee may contract with the Manager on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between the Manager and the individual lessee. Manager agrees to immediately disclose the existence of such agreements to the Tenants.

5.5. Bid Process. The Manager shall solicit bids according to competitive bidding procedures with written specifications and submit recommendations to the Tenants containing an evaluation of the bid and its adherence to the specifications, information on past experience, and such other information as may be deemed helpful to the Tenants. The Manager shall present all bids to the Tenants for review and for all major contracts, include with the bids, a matrix highlighting the key areas, to assist the Tenants in its decision making process. Only the Tenants may award any contract that is binding upon the Tenants in any way. The Manager shall direct the supervision and the inspection of the contractor's work. The results of these inspections will be included in the property reports presented to the Tenants.

5.6. Insurance. Manager shall, prior to the commencement of work on the Property, request a current original certificate of insurance and copies of bonds from any outside independent contractor performing any work in the Property, and maintain records of manufacturers' warranties.

5.7. Liaison. Manager shall serve as the liaison between the Tenants and any contractor.

5.8. 24 Hour Service. In the event of an emergency, Manager shall contact the persons designated by the Tenants for such purpose.

5.9. Response. Manager shall respond to the site of the Property within two hours, except it shall respond immediately in cases of emergencies, of being notified of damage to the Tenants' property or a threat of same to mitigate further damage from occurring and to assist with the insurance claim process.

5.10. Requests for Repairs. Manager shall handle requests for repairs. Common area repair requests should be generated and/or received, recorded, scheduled, and followed up, noting requested repair, date, and where the work is requested to be performed. Manager shall obtain or develop estimates for the cost of completing the repair. If, in the judgment of the Manager, the repairs required cannot be delayed until the next meeting then Manager will call the Tenants' representative to receive approval for the expenditure of funds before commencing work, unless in the opinion of the Manager, the repair is of an emergency nature.

5.11. Preventive Maintenance. The Manager shall schedule preventive maintenance, upon authorization of the Tenants and in accordance with a predetermined written schedule proposed by Manager and approved by the Tenants.

5.12. Emergencies. The Manager on behalf of the Tenants, with the verbal consent of the Tenants, may expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property, or may threaten the safety of the Tenants or the owners and occupants or may threaten the suspension of any necessary service to the Tenants. In the event of an emergency, the Manager shall provide the Tenants with timely notice of the emergency, the nature of the emergency, the actions taken, the estimated cost to date and any further actions which may need to be taken, together with the estimated cost for same, within a reasonable period of time.

6. INDEMNIFICATION

6.1. By the Tenants. The Tenants shall indemnify, defend and save the Manager harmless from all suits, liability and damage (including, without limitation, reasonable attorneys' fees) which result, directly or indirectly from the willful acts or negligence of the Tenants or failure of the Tenants to perform any obligations under this agreement. The Manager shall be named an additional insured on the Tenants' general liability insurance policies, which policies shall be maintained in full force and effect during the entire term of this management agreement and in such amounts as the Tenants and Manager may agree.

6.2. By the Manager. The Manager shall indemnify, defend and save the Tenants and each of their members and officers thereof harmless from all suits, liability and damage (including, without limitation, reasonable attorneys' fees) which result, directly or indirectly from the willful acts or negligence of Manager or failure of Manager to perform any obligations under this agreement. The Manager agrees to provide a certificate of insurance indicating the limits of available insurance coverage which shall be maintained in full force and effect for the duration of the term of this agreement.

7. COMPENSATION

7.1. The Tenants shall pay to the Manager the following fees in full satisfaction of the services to be rendered pursuant to this Agreement:

7.1.1. Two and one-half percent (2.5%) of collected rents.

7.1.2. Services which are requested from Manager in addition to those listed in this Agreement shall,

subject to the other provisions of this Agreement, be compensated at the additional fee(s) to be mutually agreed upon by Manager and the Tenants in writing except as set forth below.

7.1.3. Usual and customary out of pocket cost for copies, express mail, and certified mail shall be paid by the Manager from the fees received pursuant to Section 7.1.1 hereof.

8. RENEWAL AND TERMINATION

8.1. Renewal. Parties agree to discuss the renewal of this contract within 60 (sixty) days prior to the expiration hereof.

8.2. Termination of Agreement. This Agreement may be terminated without cause upon at least 90 days' written notice by one party to the other. This Agreement may be terminated for cause pursuant to the provision below, provided, however, that if the cause is the misapplication of funds or other acts of dishonesty, termination shall be immediate, with no right to cure. If the Tenants determine that the Manager is acting in such a manner so as to fail to comply with this agreement or violate any of the requirements of any constitutional provision, statute, ordinance, law or regulations of any governmental body or an order or ruling of any public authority or official thereof having or claiming to have jurisdiction thereof, and in such instances, termination hereof is effective upon receipt of written notice.

8.3. Duties upon Termination. Upon any termination of this Agreement, the Manager shall immediately:

8.3.1. Deliver Records. Deliver to the Tenants, or such other person or persons designated by the Tenants, originals of all books, records and other documents of the Premises (in paper and electronic form) and all funds in the possession of the Manager belonging to the Tenants received by the Manager pursuant to the terms of this Agreement.

8.3.2. Assignment. Assign, transfer or convey to such person or persons all service contracts and personal property relating to or used in the operation and maintenance of the Premises, except any personal property which was paid for and is owned by the Manager. The Manager shall, at its cost and expense, remove all signs that it may have placed at the Premises indicating that it is the Manager of same and replace and restore any damage restating therefrom.

8.3.3. Termination of Obligations; Right to Compensation. Upon any termination pursuant to this Section 8, the obligations of the parties hereto shall cease as of the date specified in the notice of termination except as to those obligations that by their terms are to be performed after the termination. The Manager shall be entitled to receive any and all compensation which may be due the Manager hereunder at the time of such termination or expiration, however, in any event Manager shall turnover and assign to the Tenants all property to which the Tenants are entitled irrespective of any claims for compensation. Such compensation shall include any management fee. Further, the Manager shall pay the Tenants any and all Net Revenues accrued as of the date of the Termination without set off, reduction, or withholding.

8.3.4. Final Accounting. The Manager shall, within thirty (30) days of the date of expiration or termination of this Agreement, deliver to the Tenants an accounting reflecting: (i) the balance of income and expenses of and from the Premises to the date of termination or expiration of the Agreement; (ii) any balance of monies of the Tenants then held by the Manager and turned over to the Tenants, and (iii) all leases, receipt for deposits, insurance policies, unpaid bills, correspondence and other documents which are the property of Tenants in the possession of the Manager, if any.

8.4. Ownership of Property. The Manager understands and agrees that all documents and property relating to the Premises including but not limited to funds, invoices, bank statements, reports, leases, receipt for deposits, insurance policies, unpaid bills, correspondence and other documents are the property of Tenants in the possession of the Manager, are the sole and exclusive property of the Tenants, which shall be turned over to the Tenants upon termination of this Agreement or the earlier demand of the Tenants.

9. MISCELLANEOUS

9.1. Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth in the Preamble, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. E.T. on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

Any party may change its address for purposes of this Section 9.1 by giving written notice as provided in this Section 9.1. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 9.1.

9.2. Attorney's Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, whether such costs are incurred before trial, during trial or upon appeal.

9.3. Saving Clause. If any term or provision of this Agreement including exhibits hereto, is held or deemed to be invalid or unenforceable, in whole or in part by a court of competent jurisdiction, this Agreement shall be in effective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provision of this Agreement.

9.4. Caption Headings. The captions of this Agreement for convenience and reference and in no way define, describe, extend or limit the scope or intent of this Agreement or any provision thereof, provided however that the recitals are incorporated into this Agreement in their entirety.

9.5. Construction of Ambiguity. In the event of any ambiguity in any of the terms or conditions of this Agreement, such ambiguity shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

9.6. Time of the Essence. Time is of the essence with respect to this Agreement.

9.7. Governing Law. The interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be exclusively governed by the law of the State of Idaho without regard to its conflicts of laws provisions.

9.8. Venue. Any cause of action regarding the rights and obligations of the parties hereunder shall be exclusively brought in Idaho at Ada County District Court.

9.9. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

9.10. No Third Party Beneficiaries. This Agreement shall be not be construed, deemed or interpreted, to confer on any person or business that is not a party hereto or any rights or remedies hereunder except as expressly provided herein.

9.11. Confidentiality. Manager covenants and agrees that: (a) all information provided to it by the Tenants in connection with the Premises or resulting from Manager's work with the Premises which is not already public information or which subsequently becomes public information through no fault or action of Manager will be held in confidence by it, its agents and employees except as required to perform its services hereunder; and (b) Manager will return all such information upon termination of this agreement.

9.12. Entire Agreement. This Agreement, except as otherwise provided herein, constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes any prior agreements or understanding whether written or; and may not be amended except in a writing executed by all parties.

9.13. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Notwithstanding the preceding sentence the Manager shall not assign its interest under this agreement except in connection with the sale of all or substantially all the assets of its business. A sale of a majority or controlling interest in the Manager sale constitutes a sale. In the event of any such sale, Manager agrees to provide the Tenants sixty (60) days written notice prior to such a sale.

9.14. Waiver. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of a party hereunder at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

9.15. Signatories. The signatories below warrant that they are duly authorized by their respective parties to execute this Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written above.

TENANTS IN COMMON:

J & A Johnson, LLC

By: Signed in counterpart
Name:
Title:

Y Street Capital Inc.

By: _____
Name: MATTHEW MAXSON
Title: MANAGER

9.9. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

9.10. No Third Party Beneficiaries. This Agreement shall be not be construed, deemed or interpreted, to confer on any person or business that is not a party hereto or any rights or remedies hereunder except as expressly provided herein.

9.11. Confidentiality. Manager covenants and agrees that: (a) all information provided to it by the Tenants in connection with the Premises or resulting from Manager's work with the Premises which is not already public information or which subsequently becomes public information through no fault or action of Manager will be held in confidence by it, its agents and employees except as required to perform its services hereunder; and (b) Manager will return all such information upon termination of this agreement.

9.12. Entire Agreement. This Agreement, except as otherwise provided herein, constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes any prior agreements or understanding whether written or; and may not be amended except in a writing executed by all parties.

9.13. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Notwithstanding the preceding sentence the Manager shall not assign its interest under this agreement except in connection with the sale of all or substantially all the assets of its business. A sale of a majority or controlling interest in the Manager sale constitutes a sale. In the event of any such sale, Manager agrees to provide the Tenants sixty (60) days written notice prior to such a sale.

9.14. Waiver. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of a party hereunder at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

9.15. Signatories. The signatories below warrant that they are duly authorized by their respective parties to execute this Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written above.

TENANTS IN COMMON:

J & A Johnson, LLC
By: DocuSigned by:
Name: 24ED9226964E49F...
Title:

Y Street Capital, Inc.
By: DocuSigned by:
973EAD31A833427...

Name:
Title:

Brian Higbee

By: Brian Higbee
Name: CA3C3DBC14C74E9...
Title: Brian Higbee

Yellowtail Properties, LLC

By: Christopher J. Balzaretti
Name: 92E24280E5CC4F2...
Title: Christoper J. Balzaretti
Member

Ignite Holdings, LLC

By: John Howard
Name: E1C7D692A804483...
John Howard
Title: Member

8 Stewart Place, LLC

By:
Name: CC554E77DB284C6...
Monica Soyemi
Title: Member

IRA Financial Trust Company
CFBO Gerald S Smyser

By: Signed in counterpart
Name:
Title:

Brian Higbee

By: Signed in counterpart
Name:
Title:

Yellowtail Properties, LLC

By: Signed in counterpart
Name:
Title:

Ignite Holdings, LLC

By: Signed in counterpart

Name:

Title:

8 Stewart Place, LLC

By: Signed in counterpart

Name:

Title:

IRA Financial Trust Company
CFBO Gerald S Smyser

By: Brenda Benning

Name: Brenda Benning

Title: Corp Alt Signer

Brayan Martinez

By: Signed in counterpart

Name:

Title:

Brayan Martinez

By: Brayan Martinez
35765504AF034C5...

Name: Brayan Martinez

Title:

Charles Alger and Nicolette Alger

By: DocuSigned by: Charles Alger FD22B635B05443A... DocuSigned by: Nicolette Alger C4E673046811471...

Name: Charles Alger & Nicolette Alger

Title:

HSU Living Trust

By: 230641BF4CF64B1...

Name: Kevin Hsu

Title: Trustee

Direct Trust Company FBO
Kristopher Georgen IRA

By: Mario Gianfortune
F6E43C8502E4457...

Name: Mario Gianfortune

Title: Authorized Signer

Wendy K Spencer Separate
Property Trust under Declaration of
Trust dated March 14, 2022

By: DocuSigned by: Wendy K. Spencer
1FD646AF9968417...

Name: Wendy K. Spencer

Title: Trustee

Prasad-Srivatsa Family Trust

By: DocuSigned by: Akshay Srivatsa 187F5A7204684C6... DocuSigned by: Namrata Prasad F88AC279CDD0421...

Name: Akshaya Srivatsa & Namrata Prasad

Title: Trustees

Title:

The Stoneford Family Trust Dated July 16th 2021

By: DocuSigned by: D774B2CDC317469...

Name: Daniel Stone

Title: Trustee

Karen Stone

By: DocuSigned by: 6CD3C8A8428A4F4...

Name: Karen Stone

Title:

KSM16 Marketing

By: DocuSigned by: Kyle Moore E940878B0F4D4CD...

Name: Kyle Moore

Title: Member

CBA Industries LLC

By: Cameron ault FA984079EA36489...

Name: Cameron Ault

Title: Member

EXHIBIT D

MEMORANDUM OF TENANTS IN COMMON AGREEMENT

THIS MEMORANDUM OF TENANTS IN COMMON AGREEMENT (the "Memorandum") is dated as of the 8/28/2023 between J&A Johnson, LLC, with a mailing address of 24 E Main Street American Fork, UT 84003, Y Street Capital Incorporated with a mailing address of 4019 Carling Ave, Suite 201B, Ottawa, Ontario Canada K2K 2A3 , Brian Higbee, with a mailing address of 1001 W Academy Drive, Spanish Fork, Utah 84660, Yellowtail Properties LLC, with a mailing address of 2351 7th Ave, Apt #PH6, New York, NY 10030, Ignite Holdings, LLC, with a mailing address of 2921 Piedmont Rd Ne Atlanta, GA 30305, Ignite Holdings, LLC, with a mailing address of 2921 Piedmont Rd Ne Atlanta, GA 30305, 8 Stewart Place, LLC, with a mailing address of 1655 Undercliff Avenue, Apt 18F Bronx, NY, NY 10453, IRA Financial Trust Company CFBO Gerald S Smyser, with a mailing address of 5024 S Bur Oak Pl Ste 200 Sioux Falls SD 57108, Brayan Martinez, with a mailing address of 3304 Emmons Ave North Las Vegas, Nevada 89030, Charles Alger and Nicolette Alger with a mailing address of 1557 N. McKenzie Way, Saratoga Springs, Utah 84045, HSU Living Trust with a mailing address of 2356 Apple Ridge Circle Manasquan, NJ 08736, Directed Trust Company FBO Kristopher Georgen IRA with a mailing address of 3033 N Central Ave. Ste 400 Phoenix AZ 85012, Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022 with a mailing address of 4402 Catlin Circle Unit B Carpinteria, CA 93013, Prasad-Srivatsa Family Trust with a mailing address of 1907 Kentucky Street Redwood City, CA 94061, The Stoneford Family Trust Dated July 16th 2021 with a mailing address of 2745 Glendessary Lane Santa Barbara, CA 93105, Karen Stone with a mailing address to 6169 Park Lane South, Unit 25, Park City UT 84098, KSM16 Marketing with a Mailing address of 189 E 580 N Vineyard, UT 84059, and CBA Industries, LLC with a mailing address to 731 N 550 W Mapleton, UT 84664 (together with any other persons or parties who acquire an interest and assume the rights and obligations hereunder by written instrument, each a "Tenant" or collectively the "Tenants").

RECITALS

WHEREAS, the Tenants have entered into the certain Tenants Agreement dated of even date hereof (the "TIC Agreement") pertaining to Parcel 1 and Parcel 2, more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, the Tenants have obtained a loan in the original principal amount of $2,513,611.92 from Hopkins Financial Services (the "Lender") for the financing of the Property (the "Loan") and, in connection therewith, have entered into various documents evidencing and securing the Loan (the "Loan Documents"), including but not limited to a certain Mortgage, Security Agreement and Fixture Filing and a certain Collateral Assignment of Leases and Rents encumbering the Property (the "Security Instruments"); and

WHEREAS, This Memorandum is made and entered into solely for the purpose of providing notice of the TIC Agreement to all third parties.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tenants hereby declare and agree:

1. The Tenants hereby created a tenancy-in-common in order to coordinate all actions taken with respect to the Property pursuant to the terms and provisions of the TIC Agreement. The TIC Agreement is hereby incorporated by this reference as if set forth herein in full.

2. The Tenants have subordinated and hereby expressly subordinate the TIC Agreement to the Loan Documents, including the liens established pursuant to the Security Instruments.

3. To the extent of any inconsistency between the terms of the TIC Agreement and this Memorandum, the terms of the TIC Agreement shall prevail and control.

[Signature page follows.]

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

J&A Johnson, LLC
By: Amy Johnson
Name: Amy Johnson
Title: Manager

Y Street Capital Inc.
By: Signed in counterpart
Name:
Title:

Brian Higbee
By: Brian Higbee

Yellowtail Properties, LLC
By: Christopher J. Balzaretti
Name: Christopher J. Balzaretti
Title: Member

Ignite Holdings, LLC
By: John Howard
Name: John Howard
Title: Member

8 Stewart Place, LLC
By: Monica Soyemi
Name: Monica Soyemi
Title: Member

IRA Financial Trust Company CFBO Gerald S Smyser
By: Signed in counterpart
Name:

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

J&A Johnson, LLC

By: Signed in counterpart
Name:
Title:

Y Street Capital Inc.

By: [signature]
Name: MATTHEW MAXSON
Title: MANAGER

Brian Higbee

By: Signed in counterpart
Name:
Title:

Yellowtail Properties, LLC

By: Signed in counterpart
Name:
Title:

Ignite Holdings, LLC

By: Signed in counterpart
Name:
Title:

8 Stewart Place, LLC

By: Signed in counterpart
Name:
Title:

IRA Financial Trust Company CFBO Gerald S Smyser

By: Signed in counterpart
Name:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

J&A Johnson, LLC

By: Signed in counterpart
Name:
Title:

Y Street Capital Inc.

By: Signed in counterpart
Name:
Title:

Brian Higbee

By: Signed in counterpart
Name:
Title:

Yellowtail Properties, LLC

By: Signed in counterpart
Name:
Title:

Ignite Holdings, LLC

By: Signed in counterpart

Name:

Title:

8 Stewart Place, LLC

By: Signed in counterpart

Name:

Title:

IRA Financial Trust Company CFBO Gerald S Smyser

By: Brenda Benning - Corp Alt Signer
Name: Brenda Benning
Title: Corp Alt. Signer

Title:

Brayan Martinez
By: Brayan Martinez

Charles and Nicolette Alger
By: Charles Alger

By: Nicolette Alger

HSU Living Trust
By: Kevin Hsu, Trustee
Name: Kevin Hsu
Title: Trustee

Direct Trust Company FBO Kristopher Georgen IRA
By: Signed in counterpart
Name:
Title:

Wendy K Spencer Separate Property Trust under
Declaration of Trust dated March 14, 2022
By: Wendy K. Spencer, Trustee
Name: Wendy K. Spencer
Title: Trustee

Prasad-Srivatsa Family Trust
By: Akshaya Srivatsa, Co-Trustee
Name: Akshaya Srivatsa
Title: Co-Trustee

By: Namrata Prasad, Co-Trustee
Name: Namrata Prasad
Title: Co-Trustee

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

Title:

Brayan Martinez

By: Signed in counterpart

Name:

Title:

Charles and Nicolette Alger

By: Signed in counterpart

Name:

Title:

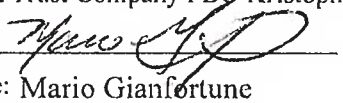
HSU Living Trust

By: Signed in counterpart

Name:

Title:

Direct Trust Company FBO Kristopher Georgen IRA

By: 

Name: Mario Gianfortune

Title: Authorized Signer

Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022

By: Signed in counterpart

Name:

Title:

Prasad-Srivatsa Family Trust

By: Signed in counterpart

Name:

Title:

The Stoneford Family Trust Dated July 16th, 2021

By: Daniel Stone, Trustee

Name: Daniel Stone

Title: Trustee

Karen Stone

By: Karen Stone

KSM16 Marketing

By: Kyle Moore

Name: Kyle Moore

Title: Member

CBA Industries, LLC

By: Cameron Ault

Name: Cameron Ault

Title: Member

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Amy Johnson, manager of J&A Johnson, LLC, on behalf of said company.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

PROVINCE OF Ontario

CITY OF Ottawa

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by _____, manager of Y Street Capital Inc, on behalf of said company.

Signed in counterpart

Notary Public:

My commission expires:

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

STATE OF Utah

COUNTY OF ____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by Amy Johnson, manager of J&A Johnson, LLC, on behalf of said company.

Signed in counterpart

Notary Public:

My commission expires:

PROVINCE OF Ontario

CITY OF Ottawa

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Matthew Maxson; manager of Y Street Capital Inc, on behalf of said company.

Notary Public: STEVEN BRADLEY SHEPPARD

My commission expires: N/A

STATE OF Utah

COUNTY OF ___

State of idaho, County of Ada:

The foregoing instrument was acknowledged before me this 23 day of August, 2023 by Brian Higbee.

This notarial act involved the use of communication technology.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 23 day of August, 2023 by Christopher J. Balzaretti, member of Yellowtail Properties LLC, on behalf of said company.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by John Howard, member of Ignite Holdings, LLC, on behalf of said company.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 24 day of August, 2023 by Monica Soyemi,member of 8 Stewart Place, LLC, on behalf of said company.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF South Dakota

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 ~~by Gerald~~ Smyser, the account holder of IRA Financial Trust Company CFBO Gerald S Smyser, ~~on behalf of said company.~~

Signed in counterpart

Notary Public:

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

STATE OF Georgia

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by John Howard, manager of Ignite Holdings, LLC, on behalf of said company.

Signed in counterpart

Notary Public:

My commission expires:

STATE OF New York

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by Monica Soyemi, manager of 8 Stewart Place, LLC, on behalf of said company.

Signed in counterpart

Notary Public:

My commission expires:

STATE OF South Dakota

COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 24th day of August, 2023 by Gerald Smyser, the account holder of IRA Financial Trust Company CFBO Gerald S Smyser, on behalf of said company.

SEAL

SAMANTHA GABRIEL
NOTARY PUBLIC
SOUTH DAKOTA

Samantha Gabriel

Notary Public: Samantha Gabriel

My Commission Expires: 12/21/28

My commission expires:

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Brayan Martinez.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Charles Alger and Nicolette Alger.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Kevin Hsu, Trustee of HSU Living Trust, on behalf of said company.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

My commission expires:

STATE OF Washington

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by Kristopher Georgen, manager of Directed Trust Company FBO Kristopher Georgen IRA.

Signed in counterpart

Notary Public:

My commission expires:

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 23 day of August, 2023 by Wendy K Spencer, Trustee of Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

My commission expires:

STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 23rd day of August, 2023 by Mario Gianfortune, Authorized Signer of Directed Trust Company FBO Kristopher Georgen IRA.

HEIDI FAULK
Notary Public, State of Arizona
Maricopa County
Commission # 581756
My Commission Expires
April 19, 2024

Notary Public:

My commission expires: 4/19/24

STATE OF California

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by Wendy K Spencer, manager of Wendy K Spencer Separate Property Trust under Declaration of Trust dated March 14, 2022.

Signed in counterpart

Notary Public:

My commission expires:

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Akshaya Srivatsa and* of Prasad-Srivatsa Family Trust.

*Namrata Prasad as Co-Trustees

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Daniel Stone, Trustee of the Stoneford Family Trust dated July 16th, 2021.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 24 day of August, 2023 by Karen Stone.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Kyle Moore, Member of KSM16 Marketing.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

My commission expires: 11/9/2028

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

STATE OF Idaho

COUNTY OF Ada

This notarial act involved the use of communication technology.

The foregoing instrument was acknowledged before me this 22 day of August, 2023 by Cameron Ault, Member of CBA Industries, LLC.

LENISE REDDING
Notary Public - State of Idaho
Commission Number 6066
My Commission Expires Nov 9, 2028

Notary Public: Lenise Redding

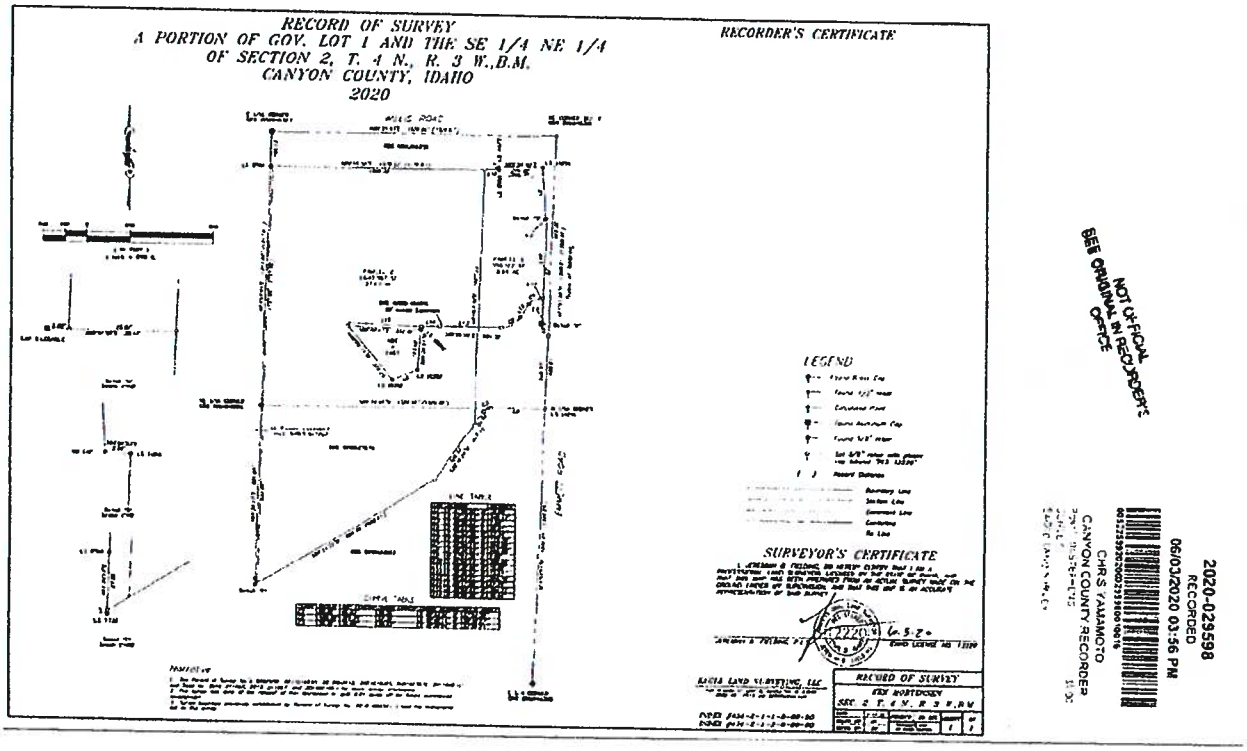
My commission expires: 11/9/2028

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

Exhibit B.6

EXHIBIT A

PROPERTY DESCRIPTION



PARCEL 1:

NOTE: THE COUNTY RECORDS AND/OR THE CITY ENGINEER'S OFFICE SHOW THE ADDRESS TO BE: +/- 8.04 2 EMMETT ROAD, CALDWELL, ID 83607

A PART OF GOVERNMENT LOT 1 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION (SAID POINT BEING THE POINT OF BEGINNING); THENCE S89°34'45"W 244.40 FEET ALONG THE CENTERLINE OF AN EXISTING IRRIGATION DITCH TO A POINT OF CURVE; THENCE SOUTHWESTERLY 36.98 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 39.25', DELTA= 53°59'21", CHORD BEARING AND DISTANCE= S62°35'04"W 35.63 FEET) ALONG SAID CENTERLINE; THENCE S35°35'24"W 80.62 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220" MARKING A POINT ON THE CENTERLINE OF AN EXISTING IRRIGATION DITCH; THENCE N01°53'38"E 1227.22 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°55'38"E 70.44 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 8960"; THENCE N01°55'22"W 15.00 FEET TO A FOUND 1/2" REBAR WITH CAP LABELED "PLS 4477"; THENCE N89°54'40"E 200.80 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216"; THENCE S03°10'13"E 249.17 FEET TO A FOUND 5/8" REBAR WITH NO CAP; THENCE S86°56'23"E 2.96 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216"; THENCE S01°54'14"W 504.06 FEET; THENCE S89°51'58"E 25.07 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220" MARKING A POINT ON THE EAST LINE OF SAID SECTION; THENCE S01°53'38"W 405.61 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. ALSO SHOWN AS PARCEL 1 ON RECORD OF SURVEY RECORDED JUNE 3, 2020, AS INSTRUMENT NO. 2020- 029598, RECORDS OF CANYON COUNTY,

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

IDAHO.

SUBJECT TO:

A 28-FOOT INGRESS-EGRESS ACCESS EASEMENT THAT IS 14-FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE THAT IS LOCATED IN GOVERNMENT LOT 1, SECTION2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 405.61 FEET ALONG THE EAST LINE OF SAID SECTION TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°51'58"W 25.07 FEET; THENCE N01°54'14"E 118.42 FEET TO THE POINT OF BEGINNING; THENCE S89°30'46"W 15.89 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 60.63 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 60.00', DELTA= 57°53'38", CHORD BEARING AND DISTANCE= S60°33'52"W 58.08 FEET); THENCE S31°36'57"W 73.51 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 101.71 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA: RADIUS= 100.00', DELTA= 58°16'27", CHORD BEARING AND DISTANCE= S60°45'14"W 97.38 FEET); THENCE S89°53'31"W 294.79 FEET; THENCE S88°17'20"W 87.24 FEET; THENCE N88°00'47"W 354.31 FEET TO THE POINT OF TERMINUS.

PARCEL 2

NOTE: THE COUNTY RECORDS AND/OR THE CITY ENGINEER'S OFFICE SHOW THE ADDRESS TO BE: +/- 37.67 ACRES, TBD EMMETT ROAD, CALDWELL, ID 83607

PARCEL A:

A PART OF GOVERNMENT LOT 1 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3

WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE S89°34'45"W 244.40 FEET ALONG THE CENTERLINE OF AN EXISTING IRRIGATION DITCH TO A POINT OF CURVE; THENCE SOUTHWESTERLY 36.98 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA: RADIUS= 39.25', DELTA= 53°59'21", CHORD BEARING AND DISTANCE= S62°35'04"W 35.63 FEET) ALONG SAID CENTERLINE; THENCE S35°35'24"W 80.62 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"MARKING A POINT ON THE CENTERLINE OF AN EXISTING IRRIGATION DITCH (SAID POINT BEING THE POINT OF BEGINNING); THENCE S35°35'24"W 326.53 FEET ALONG SAID CENTERLINE TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE S58°11'22"W 988.78 FEET ALONG SAID CENTERLINE TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE N01°34'17"E 861.05 FEET ALONG THE SAID WEST LINE TO A FOUND BRASS CAP MARKING THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION; THENCE N01°53'01"E 1151.90 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 8960"; THENCE N89°55'38"E 1009.38 FEET TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE S01°53'38"W 1227.22 FEET TO THE POINT OF BEGINNING.

EXCLUDING THE FOLLOWING PARCEL:

A PART OF GOVERNMENT LOT 1 IN SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE N01°53'41"E 1322.24 FEET ALONG THE EAST LINE OF SAID SECTION TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 348.37 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE N88°06'06"W 594.32 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352" (SAID POINT BEING THE

NotaryCam Doc ID: 6eb20c7a-f03d-4dfa-b334-503a9d3e058b

POINT OF BEGINNING); THENCE S04°06'01"W 193.48 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352"; THENCE S68°21'56"W 133.79 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED "PLS 15352"; THENCE N40°00'14"W 332.26 FEET TO A SET 5/8" REBAR WITH ORANGEPLASTIC CAP LABELED "PLS 12220"; THENCE

S88°00'47"E 352.00 FEET TO THE POINT OF BEGINNING. ALSO SHOWN AS PARCEL 2 ON RECORD OF SURVEYRECORDED JUNE 3, 2020, AS INSTRUMENT NO. 2020-029598, RECORDS OF CANYON COUNTY, IDAHO.

SUBJECT TO AND TOGETHER WITH:

A 28-FOOT INGRESS-EGRESS ACCESS EASEMENT THAT IS 14-FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE THAT IS LOCATED IN GOVERNMENT LOT 1, SECTION2, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO:

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LABELED "PLS 14216" MARKING THE NORTH 1/16 CORNER OF SAID SECTION; THENCE N01°53'38"E 405.61 FEET ALONG THE EAST LINE OF SAID SECTION TO A SET 5/8" REBAR WITH ORANGE PLASTIC CAP LABELED "PLS 12220"; THENCE N89°51'58"W 25.07 FEET; THENCE N01°54'14"E 118.42 FEET TO THE POINT OF BEGINNING; THENCE

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S31°36'57"W 73.51 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 101.71 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA: RADIUS= 100.00', DELTA= 58°16'27", CHORD BEARING AND DISTANCE= S60°45'14"W 97.38 FEET); THENCE

S89°53'31"W 294.79 FEET; THENCE S88°17'20"W 87.24 FEET; THENCE

N88°00'47"W 354.31 FEET TO THE POINT OF TERMINUS.

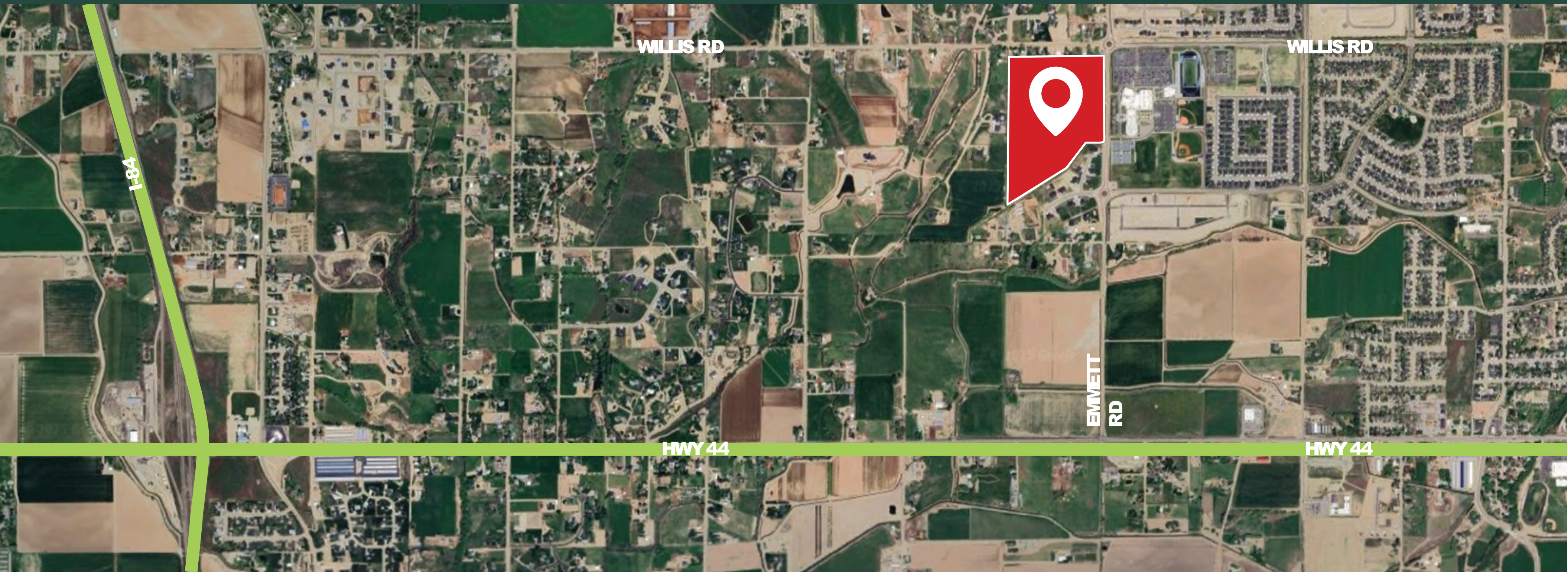
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PHEASANT HEIGHTS

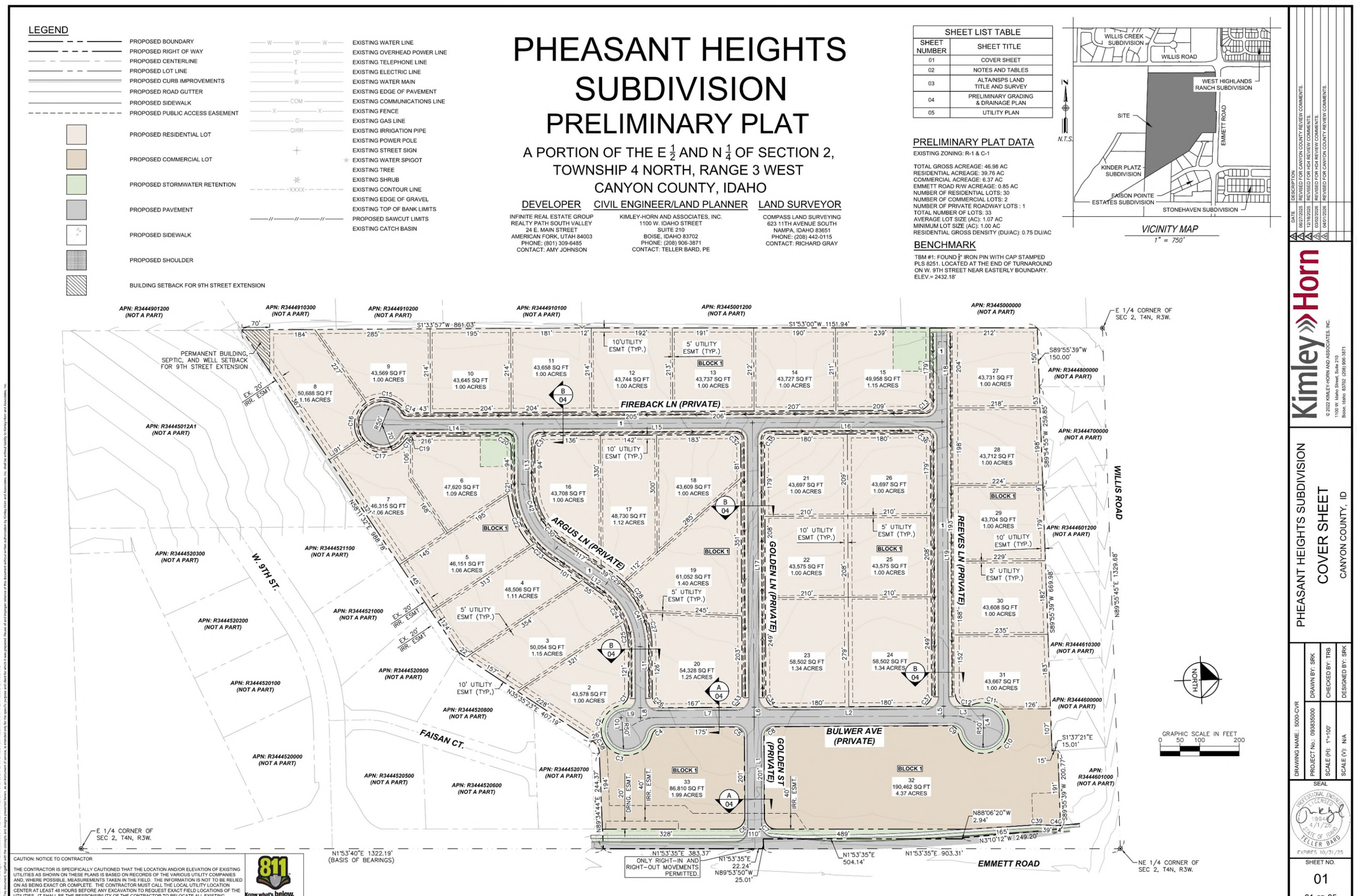
Middleton, Idaho | 30 Estate Lots | 1.00-1.34 Acres
2 Commercial Lots

Exhibit B.7

Exhibit B.7



PRELIMINARY PLAT



DATE	DESCRIPTION
10/27/2025	REVISED FOR CANYON COUNTY REVIEW COMMENTS
08/27/2025	REVISED FOR CANYON COUNTY REVIEW COMMENTS
03/20/2025	REVISED FOR HOA REVIEW COMMENTS
4/07/2025	REVISED FOR CANYON COUNTY REVIEW COMMENTS

Kimley»Horn

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1100 W. Idaho Street, Suite 210
Boise, Idaho 83702 (208) 906-3871

PHEASANT HEIGHTS SUBDIVISION
COVER SHEET
CANYON COUNTY, ID

DRAWING NAME: 5000-CVR
PROJECT No.: 093833000
SCALE (H): 1"=100'
SCALE (V): N/A
DRAWN BY: SRK
CHECKED BY: TRB
DESIGNED BY: SRK

SEAL

SHEET NO.
01
01 OF 05

User: BARD, TELLER
Date: 4/7/2025, 11:08 AM
Path: K:\BOI_CIVIL\093833000 PHEASANT HEIGHTS\DOCS\PLATS SHEETS\PRELIMINARY PLAT\5000-CVR.DWG

Meets Preliminary Plat Criteria

- Currently Zoned County R-1 & C-1 (Approved 2019)
- Project follows Canyon County Zoning Code
- No Waivers requested
- Meets Canyon County Comprehensive Plan
- Multi-agency approval process
- Curb, Gutter, Sidewalk along Emmett Road
- Private roads for Residential

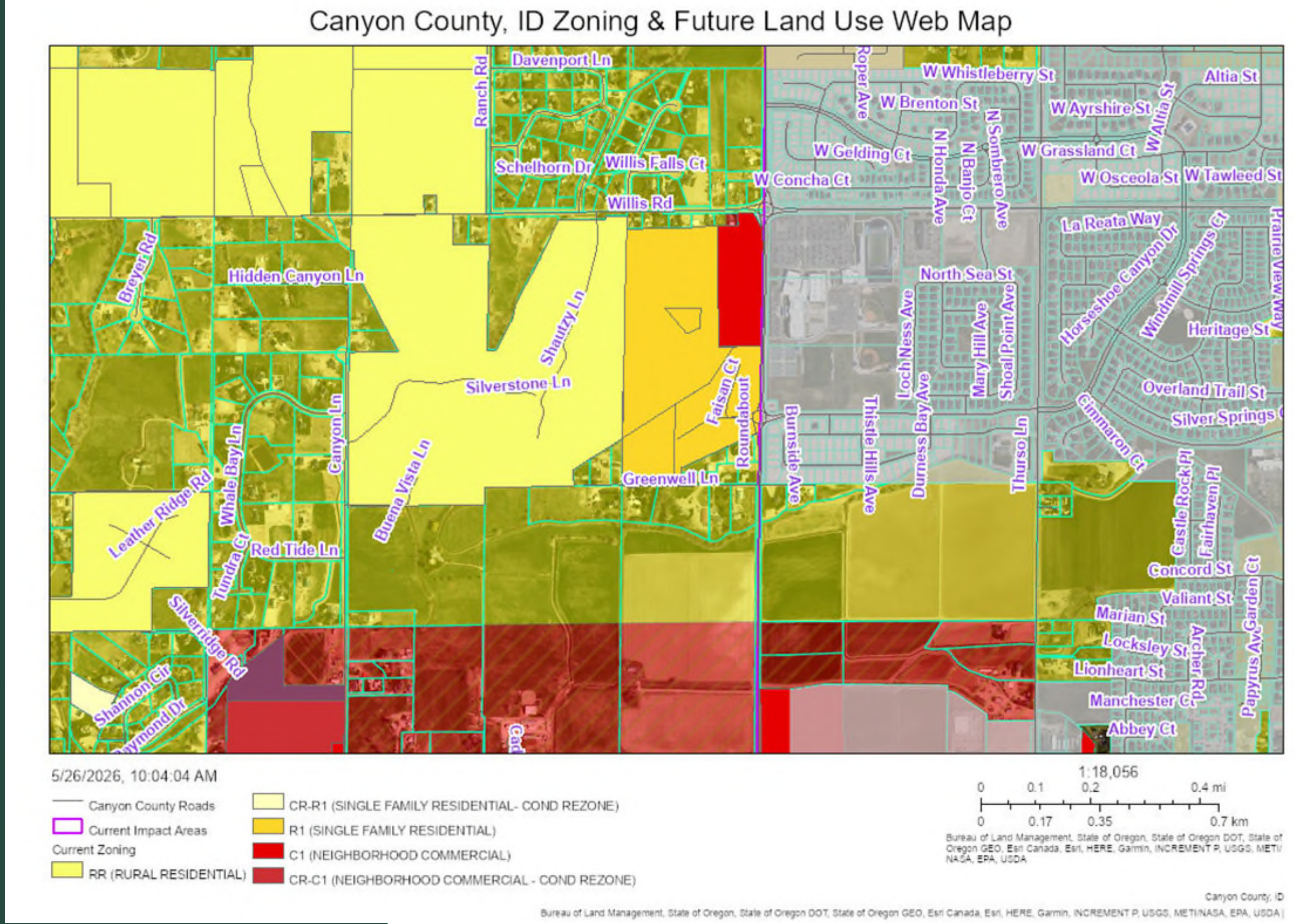


Exhibit B.7

EXISTING 1-2 ACRE SUBDIVISIONS IN MIDDLETON



Exhibit B.7

1. PURPLE SAGE GOLF COURSE
2. WATERBROOK FARMS
3. PURPLE SAGE ESTATES
4. MEADOW BLUFFS ESTATES
5. MIDDLETON HIGH SCHOOL
6. CHRISTENSEN HOMES
7. COUNTRY SAGE RANCH
8. ALBION ACRES
9. CASCADE HILLS
10. SAGE RUN ESTATES
11. OAKLEY ESTATES
12. QUAIL HAVEN
13. WYATTS HOLLOW
14. WEST HIGHLAND
15. STONEHAVEN
16. SPRING HILL RANCH
17. RIDGELAND
18. OAK RIDGE ESTATES
19. VALHALLA COUNTRY ESTATES
20. HAWKVIEW

ELEVATION EXAMPLES





Exhibit B.7

ELEVATION EXAMPLES





ELEVATION EXAMPLES





Exhibit B.7

COMMERCIAL BUILDING EXAMPLES



COMMERCIAL BUILDING EXAMPLES





Exhibit B.7

COMMERCIAL BUILDING EXAMPLES





Exhibit B.7

COMMERCIAL BUILDING EXAMPLES





Exhibit B.7

COMMERCIAL BUILDING EXAMPLES





Exhibit B.7

COMMERCIAL BUILDING EXAMPLES



Exhibit B.7

LANDSCAPE BUFFER EXAMPLES

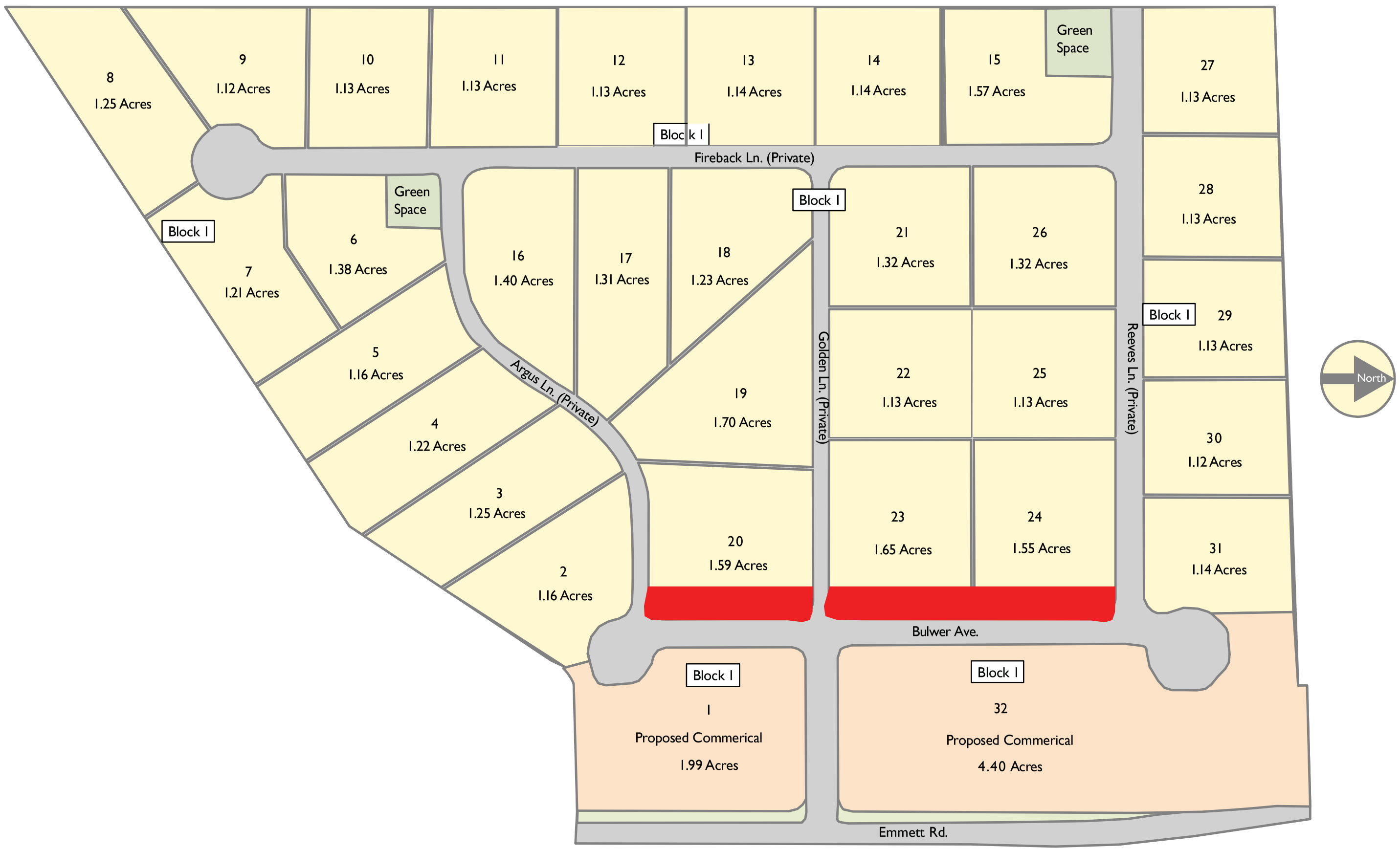


Exhibit B.7

LANDSCAPE BUFFER EXAMPLES





Exhibit B.7

LANDSCAPE BUFFER EXAMPLES





Exhibit B.7

LANDSCAPE BUFFER EXAMPLES





Exhibit B.7

LANDSCAPE BUFFER EXAMPLES



Exhibit B.7

EXHIBIT C

Supplemental Documents

-

Planning & Zoning Commission

Case# SD2025-0002

Hearing date: June 4, 2026

CANYON COUNTY DEVELOPMENT SERVICES MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS PARCEL INFORMATION TOOL.

R34445012A PARCEL INFORMATION REPORT 2

5/26/2026 7:06:48 PM

PARCEL NUMBER:	R34445012A2
OWNER NAME:	J AND A JOHNSON LLC
CO-OWNER:	YELLOWTAIL PROPERTIES LLC
MAILING ADDRESS:	24 E MAIN ST AMERICAN FORK UT 84003
SITE ADDRESS:	0 EMMETT RD
TAX CODE:	0320000
TWP:	4N **RNG:** 3W **SEC:** 02 **QUARTER:** NE
ACRES:	37.66
HOME OWNERS EXEMPTION:	No
AG-EXEMPT:	No
DRAIN DISTRICT:	NOT In Drain Dist
ZONING DESCRIPTION:	C1 / R1 / NEIGHBORHOOD COMMERCIAL / SINGLE FAMILY RESIDENTIAL
HIGHWAY DISTRICT:	HIGHWAY DISTRICT #4
FIRE DISTRICT:	MIDDLETON FIRE
SCHOOL DISTRICT:	MIDDLETON SCHOOL DIST #134
IMPACT AREA:	NOT In Impact Area
FUTURE LAND USE 2011-2022 :	COM / RES
FLU Overlay Zone Desc 2030:	
FLU RR Zone Desc 2030:	
FUTURE LAND USE 2030:	COMMERCIAL / RESIDENTIAL
IRRIGATION DISTRICT:	BLACK CANYON IRRIGATION DIST / MIDDLETON IRRIGATION ASSN INC / MIDDLETON MILL DITCH CO
FEMA FLOOD ZONE:	X **FLOODWAY:** NOT In FLOODWAY **FIRM PANEL:** 16027C0234G
WETLAND:	NOT In WETLAND
NITRATE PRIORITY:	NE CANYON CO.
FUNCTIONAL Classification:	NOT In COLLECTOR
INSTRUMENT NO. :	2025004590
SCENIC BYWAY:	NOT In Scenic Byway
LEGAL DESCRIPTION:	02-4N-3W NE TX 21095 IN SENE & GOV LT 1 LS TX 19184
PLATTED SUBDIVISION:	
SMALL CITY ZONING:	
SMALL CITY ZONING TYPE:	

DISCLAIMER:

1. FEMA FLOOD ZONE REFERS TO THE DESIGNATED FEMA FLOOD AREAS. POSSIBLY ONE (1) OF SEVERAL ZONES - SEE FIRM PANEL NUMBER.
2. THIS FORM DOES NOT CALCULATE DATA FOR PARCELS INSIDE CITY LIMITS SO WATCH YOURSELVES.
3. WETLANDS CLASSIFICATION WILL POPULATE IF "ANY" PORTION OF SAID PARCEL CONTAINS A DELINEATED WETLAND.
4. COLLECTORS AND ARTERIALS ARE BASED ON THE SHERRIFS CENTERLINE WITH AN ADDITIONAL 100 FOOT BUFFER.

CANYON COUNTY ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR MISUSE OF THIS PARCEL INFORMATION TOOL OR ANY OF THE INFORMATION CONTAINED HEREIN.

CANYON COUNTY DEVELOPMENT SERVICES MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS PARCEL INFORMATION TOOL.

R34445012A PARCEL INFORMATION REPORT 2

5/26/2026 7:07:14 PM

PARCEL NUMBER:	R34445012A2
OWNER NAME:	J AND A JOHNSON LLC
CO-OWNER:	YELLOWTAIL PROPERTIES LLC
MAILING ADDRESS:	24 E MAIN ST AMERICAN FORK UT 84003
SITE ADDRESS:	0 EMMETT RD
TAX CODE:	0320000
TWP:	4N **RNG:** 3W **SEC:** 02 **QUARTER:** NE
ACRES:	37.66
HOME OWNERS EXEMPTION:	No
AG-EXEMPT:	No
DRAIN DISTRICT:	NOT In Drain Dist
ZONING DESCRIPTION:	C1 / R1 / NEIGHBORHOOD COMMERCIAL / SINGLE FAMILY RESIDENTIAL
HIGHWAY DISTRICT:	HIGHWAY DISTRICT #4
FIRE DISTRICT:	MIDDLETON FIRE
SCHOOL DISTRICT:	MIDDLETON SCHOOL DIST #134
IMPACT AREA:	NOT In Impact Area
FUTURE LAND USE 2011-2022 :	COM / RES
FLU Overlay Zone Desc 2030:	
FLU RR Zone Desc 2030:	
FUTURE LAND USE 2030:	COMMERCIAL / RESIDENTIAL
IRRIGATION DISTRICT:	BLACK CANYON IRRIGATION DIST / MIDDLETON IRRIGATION ASSN INC / MIDDLETON MILL DITCH CO
FEMA FLOOD ZONE:	X **FLOODWAY:** NOT In FLOODWAY **FIRM PANEL:** 16027C0234G
WETLAND:	NOT In WETLAND
NITRATE PRIORITY:	NE CANYON CO.
FUNCTIONAL Classification:	NOT In COLLECTOR
INSTRUMENT NO. :	2025004590
SCENIC BYWAY:	NOT In Scenic Byway
LEGAL DESCRIPTION:	02-4N-3W NE TX 21095 IN SENE & GOV LT 1 LS TX 19184
PLATTED SUBDIVISION:	
SMALL CITY ZONING:	
SMALL CITY ZONING TYPE:	

DISCLAIMER:

1. FEMA FLOOD ZONE REFERS TO THE DESIGNATED FEMA FLOOD AREAS. POSSIBLY ONE (1) OF SEVERAL ZONES - SEE FIRM PANEL NUMBER.
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R34445012B PARCEL INFORMATION REPORT

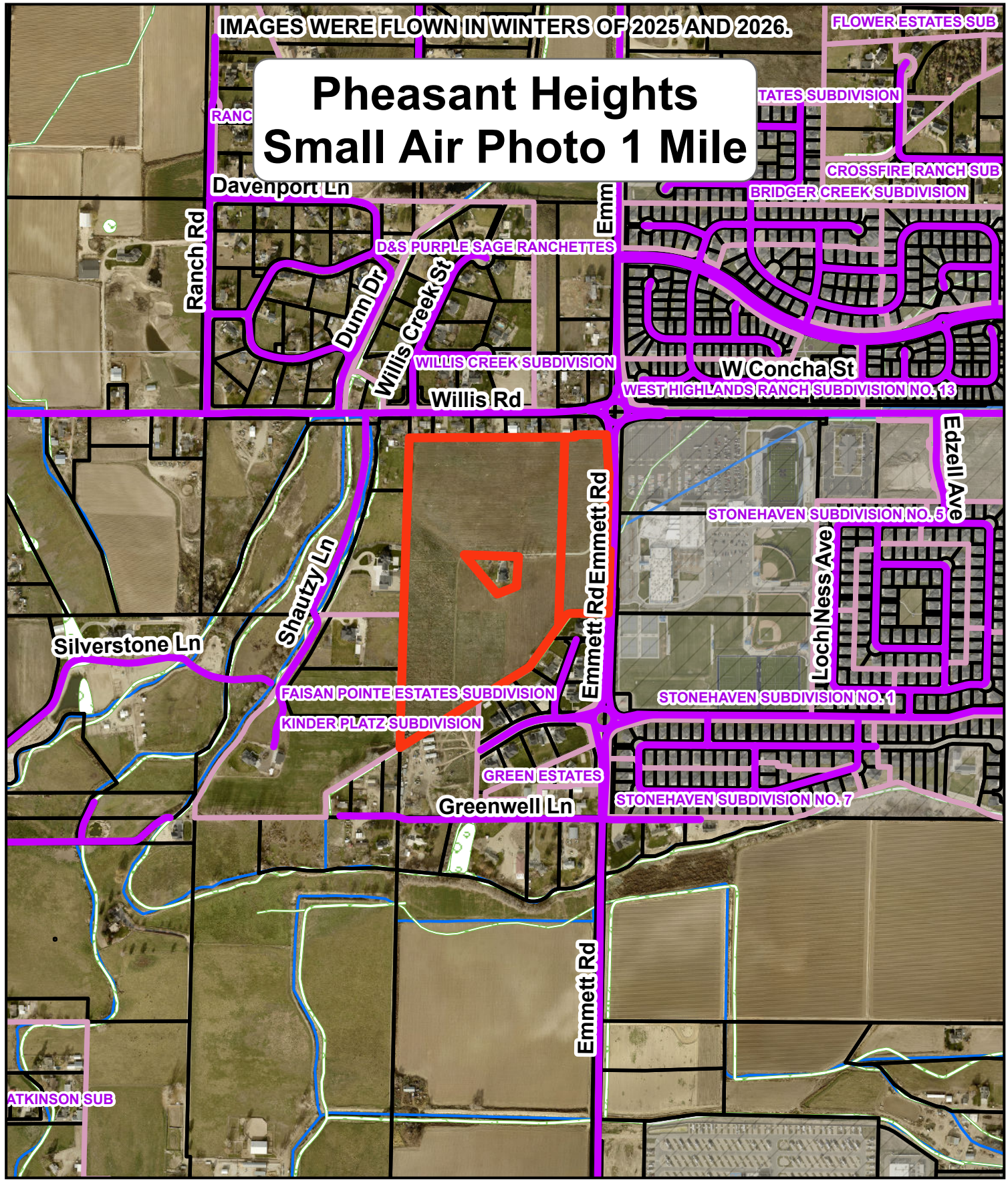
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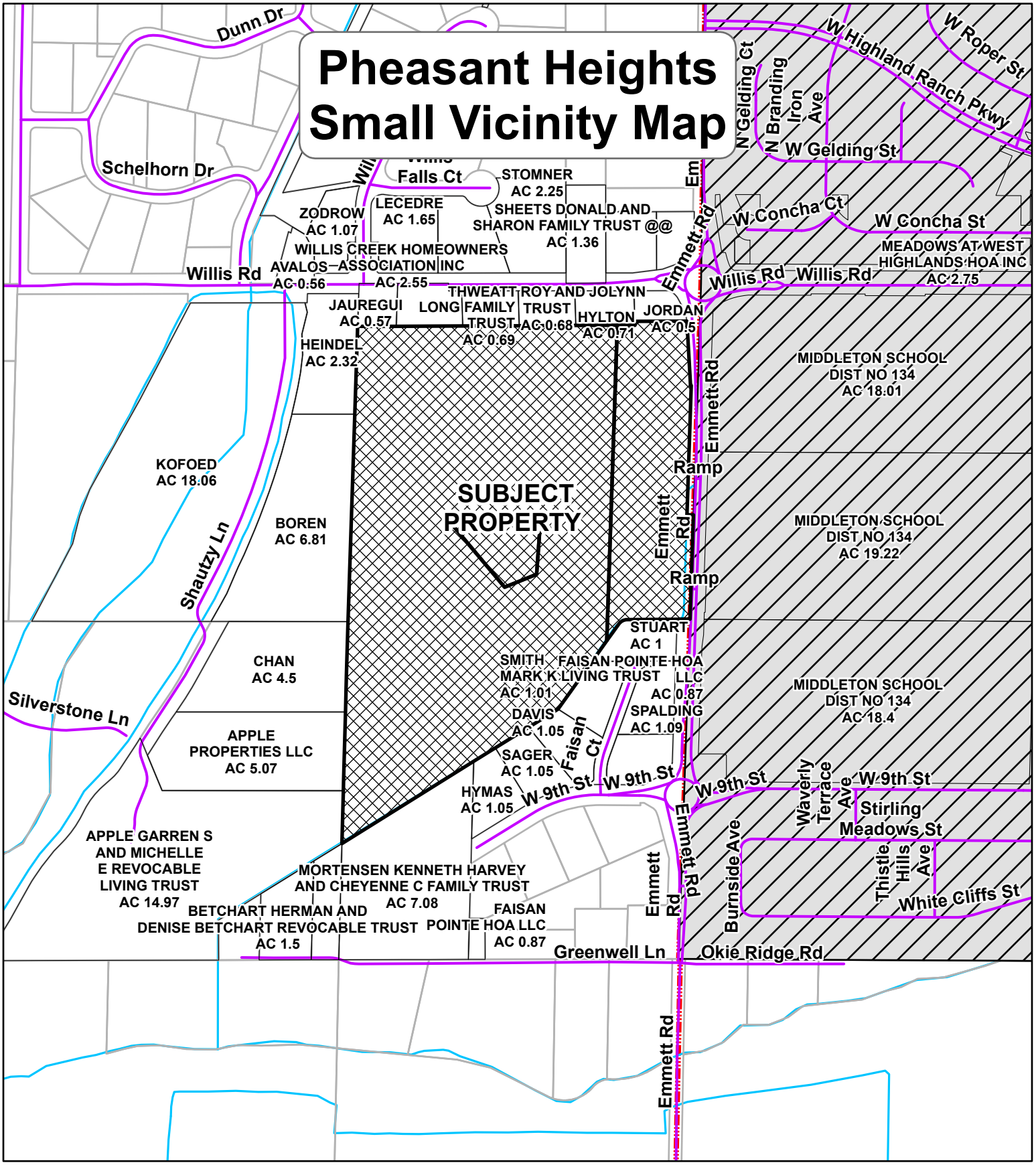
PARCEL NUMBER:	R34445012B
OWNER NAME:	J AND A JOHNSON LLC
CO-OWNER:	YELLOWTAIL PROPERTIES LLC
MAILING ADDRESS:	24 E MAIN ST AMERICAN FORK UT 84003
SITE ADDRESS:	0 EMMETT RD
TAX CODE:	0320000
TWP:	4N **RNG:** 3W **SEC:** 02 **QUARTER:** NE
ACRES:	8.05
HOME OWNERS EXEMPTION:	No
AG-EXEMPT:	No
DRAIN DISTRICT:	NOT In Drain Dist
ZONING DESCRIPTION:	C1 / R1 / NEIGHBORHOOD COMMERCIAL / SINGLE FAMILY RESIDENTIAL
HIGHWAY DISTRICT:	HIGHWAY DISTRICT #4
FIRE DISTRICT:	MIDDLETON FIRE
SCHOOL DISTRICT:	MIDDLETON SCHOOL DIST #134
IMPACT AREA:	NOT In Impact Area
FUTURE LAND USE 2011-2022 :	COM / RES
FLU Overlay Zone Desc 2030:	
FLU RR Zone Desc 2030:	
FUTURE LAND USE 2030:	COMMERCIAL / RESIDENTIAL
IRRIGATION DISTRICT:	BLACK CANYON IRRIGATION DIST
FEMA FLOOD ZONE:	X **FLOODWAY:** NOT In FLOODWAY **FIRM PANEL:** 16027C0234G
WETLAND:	Riverine
NITRATE PRIORITY:	NE CANYON CO.
FUNCTIONAL Classification:	PRINCIPAL ARTERIAL
INSTRUMENT NO. :	2025004590
SCENIC BYWAY:	NOT In Scenic Byway
LEGAL DESCRIPTION:	02-4N-3W NE TX 21020 IN E 1/2 NE
PLATTED SUBDIVISION:	
SMALL CITY ZONING:	
SMALL CITY ZONING TYPE:	

DISCLAIMER:

1. FEMA FLOOD ZONE REFERS TO THE DESIGNATED FEMA FLOOD AREAS. POSSIBLY ONE (1) OF SEVERAL ZONES - SEE FIRM PANEL NUMBER.
2. THIS FORM DOES NOT CALCULATE DATA FOR PARCELS INSIDE CITY LIMITS SO WATCH YOURSELVES.
3. WETLANDS CLASSIFICATION WILL POPULATE IF "ANY" PORTION OF SAID PARCEL CONTAINS A DELINEATED WETLAND.
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IMAGES WERE FLOWN IN WINTERS OF 2025 AND 2026.
Pheasant Heights
Small Air Photo 1 Mile
FLOWER ESTATES SUB
TATES SUBDIVISION
CROSSFIRE RANCH SUB
BRIDGER CREEK SUBDIVISION
RANC
Davenport Ln
Ranch Rd
Dunn Dr
Willis Creek St
D&S PURPLE SAGE RANCHETTES
Emm
WILLIS CREEK SUBDIVISION
W Concha St
WEST HIGHLANDS RANCH SUBDIVISION NO. 13
Willis Rd
Edzell Ave
STONEHAVEN SUBDIVISION NO. 5
Loch Ness Ave
Emmett Rd
Shautzy Ln
Silverstone Ln
FAISAN POINTE ESTATES SUBDIVISION
KINDER PLATZ SUBDIVISION
STONEHAVEN SUBDIVISION NO. 1
GREEN ESTATES
Greenwell Ln
STONEHAVEN SUBDIVISION NO. 7
Emmett Rd
ATKINSON SUB
City_Limits
Wetlands
0
0.25
0.5
Miles


Pheasant Heights
Small Vicinity Map
Dunn Dr
Schelhorn Dr
Falls Ct
STOMNER
AC 2.25
LECEDRE
AC 1.65
ZODROW
AC 1.07
SHEETS DONALD AND
SHARON FAMILY TRUST @@
AC 1.36
WILLIS CREEK HOMEOWNERS
ASSOCIATION INC
AC 2.55
AVALOS
AC 0.56
Willis Rd
THWEATT ROY AND JOLYNN
LONG FAMILY TRUST
AC 0.69
JAUREGUI
AC 0.57
HYLTON
AC 0.71
AC 0.68
JORDAN
AC 0.5
HEINDEL
AC 2.32
SUBJECT
PROPERTY
KOFOED
AC 18.06
BOREN
AC 6.81
Shautzy Ln
CHAN
AC 4.5
Silverstone Ln
APPLE
PROPERTIES LLC
AC 5.07
APPLE GARREN S
AND MICHELLE
E REVOCABLE
LIVING TRUST
AC 14.97
MORTENSEN KENNETH HARVEY
AND CHEYENNE C FAMILY TRUST
AC 7.08
BETCHART HERMAN AND
DENISE BETCHART REVOCABLE TRUST
AC 1.5
FAISAN
POINTE HOA LLC
AC 0.87
Greenwell Ln
SMITH
MARK K LIVING TRUST
AC 1.01
DAVIS
AC 1.05
SAGER
AC 1.05
HYMAS
AC 1.05
STUART
AC 1
FAISAN POINTE HOA
LLC
AC 0.87
SPALDING
AC 1.09
Faisan Ct
W 9th St
W 9th St
W 9th St
Emmett Rd
Ramp
Ramp
Emmett Rd
Emmett Rd
Emmett Rd
Emmett Rd
Emmett Rd
Willis Rd
Willis Rd
W Concha Ct
W Concha St
MEADOWS AT WEST
HIGHLANDS HOA INC
AC 2.75
MIDDLETON SCHOOL
DIST NO 134
AC 18.01
MIDDLETON SCHOOL
DIST NO 134
AC 19.22
MIDDLETON SCHOOL
DIST NO 134
AC 18.4
N Gelding Ct
N Branding Iron Ave
W Gelding St
W Highland Ranch Pkwy
W Roper St
Waverly Terrace Ave
Stirling
Meadows St
Thistle Hills Ave
White Cliffs St
Burnside Ave
Okie Ridge Rd
N
W
E
S
CANYON COUNTY, IDAHO
DEVELOPMENT SERVICES
GEOGRAPHICAL INFORMATION SYSTEMS
0
0.1
0.2
Miles

Findings of Fact

1. Jessica Skinner, representing Ken and Cheyenne Mortensen, is requesting a rezone of Parcel R34445012A (1.27 acres), R34445012A1 (7.08 acres) and approximately 33.38 acre portion of R34445012A2 from an "A" (Agricultural) zone to "R-1" (Single Family Residential, 1 acre average minimum lot size) zone. The properties are located at 23854 Emmett Road, Caldwell; a portion of the NE ¼ of Section 2, Township 4N, Range 3W, Canyon County, Idaho. The parcels are not located within a mapped floodplain.
2. The subject property is located within Canyon Highway District No. 4, Middleton Fire District, Black Canyon Irrigation District, and Middleton School District.
3. The subject property is located within Middleton's City Impact Area. The City of Middleton designates the properties as "residential".
4. The subject property is designated as "Residential" on the 2020 Canyon County Future Land Use Map.
5. The neighborhood meeting was held on November 12, 2019 in accordance with CCZO §07-01-15.
6. On February 6, 2020, the Planning and Zoning Commission recommended denial of the request.
7. Notice of the public hearing was provided in accordance with CCZO §07-05-01. Agency notice was provided on May 7, 2020. Newspaper notice was provided on May 10, 2020. Property owners within 300' were notified by mail on May 7, 2020. The property was posted on May 18, 2020
8. The record herein consists of exhibits provided as part of the public hearing staff report, exhibits submitted during the public hearing via WebEx on May 26, 2020 and all information in case file RZ2019-0034.

Conclusions of Law

For case file RZ2019-0034, the Board of County Commissioners finds and concludes the following regarding the Standards of Review for a Rezone CCZO §07-06-05:

A. Is the proposed zone change generally consistent with the Comprehensive Plan?

Conclusion: The proposed zone change is consistent with the Comprehensive Plan.

Finding: The request is consistent with the following comprehensive plan goals and policies:

- Property Rights Policy No. 1: *"No person shall be deprived of private property without due process of law."*
  - The notice of the public hearing was provided consistent with CCZO §07-05-01.
- Population Policy No. 3: *"Encourage future population to locate within areas that are conducive to residential living and that do not pose an incompatible land use to other land uses."*
  - The Future Land Use Map within the Canyon County Comprehensive Plan designates the subject property as "Residential".
  - Within one mile of the subject parcel is 39 residential subdivisions.
  - The parcels are located within Traffic Analysis Zone (TAZ) #2089 which is a 480 acre area delineated by the state and/or local transportation officials for tabulating traffic related data. The data provides future population, household and job forecasts. The subject parcels are adjacent to TAZ 2132, 2133 and 2134 which forecasts a residential growth of 151-250 households by 2040 per TAZ area. Therefore, residential growth for the area is anticipated.
- Land Use – Residential – Policy No. 2: "Encourage residential development in areas where agricultural uses are not viable."

- The parcels mostly consist of moderately-suited soils and are consisted prime farmlands if irrigated. Since 1991, the parcels have been used for an approved game bird operation (CU2004-123). The parcel is surrounding by residential development that is not conducive to a viable farming operation. To the east is the City of Middleton which includes Middleton High School and medium-density residential uses. To the south, east and north are older subdivisions approved in the "A" (Agricultural) zone or parcels zoned either as "R-R (Rural Residential) or "R-1".

- Public Services, Facilities and Utilities Policy No. 3: *"Encourage the establishment of new development to be located within the boundaries of a rural fire protection district."*
  - The parcel is located within Middleton Fire District.

B. When considering the surrounding land uses, is the proposed zoning map amendment more appropriate than the current zoning designation?

Conclusion: The proposed zone amendment is more appropriate than the current designation.

Finding: The subject parcels are zoned "A" (Agricultural). The applicant is requesting the rezone to an "R-1" zone because existing agricultural operations are impacted by the residential growth of the city and surrounding residential uses. The purpose of the "R-1" zone is to "promote and enhance predominantly single-family living areas at a low density standard" (CCZO §07-10-25(3).

The area is predominantly zoned "A" (Agricultural) and "R-R" (Rural Residential, two acre minimum lot size). Most of the parcels in the area zoned "A" consist of older residential subdivisions. Therefore, the area consists predominantly of residential uses.

The following similar rezones have been approved within the vicinity:

- Parcel R3445014: **Case No. RZ2007-3**: Rezone from "A" to an "R-1" zone. The rezone was approved in 2007. The parcel is located adjacent to the subject properties.
- Parcel R38211 and R38211012: **Case No. RZ2018-0014**: Rezone from "A" to an "R-1" zone. The rezone was approved in 2018. The parcels are located approximately 1,600 feet north of the subject properties.
- Parcel R38224010: **Case No. PH2017-70**: Rezone from "A" to an "R-1" zone. The rezone was approved in 2018. In 2020, Tapestry Subdivision was approved; 16 one (1) acre residential lots. The parcel is approximately 3,400 north of the subject properties.

Four subdivisions are located adjacent to the subject parcels: 1) Green Estates, 1.44 acre average lot size (approved in 2009); 2) Kinder Platz Subdivision, 6.33 acre average lot size (approved in 2017); 3) Willis Creek Subdivision, 1.5 acre average lot size (approved in 2005); and 4) D&S Purple Sage Ranchettes, 1.18 acres (approved in 1972). Within a one-mile radius are 39 subdivisions with an average lot size of 1.02 acres. Therefore, the uses are predominantly residential uses.

The parcels mostly consist of moderately-suited soils and are consisted prime farmlands if irrigated. Since 1991, the parcels have been used for an approved game bird operation (CU2004-123). The parcel is surrounding by residential development that is not conducive to a viable farming operation. To the east is the City of Middleton which includes Middleton High School and medium-density residential uses. To the south, east and north are older subdivisions approved in the "A" (Agricultural) zone or parcels zoned either as "R-R (Rural Residential) or "R-1". Based on rezones and development within the vicinity, the "A" zone is no longer consistent with the surrounding area.

C. Is the proposed zoning map amendment compatible with surrounding land uses?

Conclusion: The proposed zoning map amendment is compatible with surrounding land uses.

Finding: The area consists primarily of residential uses. The following similar rezones have been approved within the vicinity:

- Parcel R3445014: **Case No. RZ2007-3**: Rezone from "A" to an "R-1" zone. The rezone was approved in 2007. The parcel is located adjacent to the subject properties.
- Parcel R38211 and R38211012: **Case No. RZ2018-0014**: Rezone from "A" to an "R-1" zone. The rezone was approved in 2018. The parcels are located approximately 1,600 feet north of the subject properties.
- Parcel R38224010: **Case No. PH2017-70**: Rezone from "A" to an "R-1" zone. The rezone was approved in 2018. In 2020, Tapestry Subdivision was approved; 16 one (1) acre residential lots. The parcel is approximately 3,400 north of the subject properties.

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D. Will the proposed zoning map amendment negatively affect the character of the area? What measures will be implemented to mitigate impacts.

Conclusion: The proposed zoning map amendment will not negatively affect the character of the area.

Finding: The area is predominantly zoned "A" (Agricultural) and "R-R" (Rural Residential, two acre minimum lot size). Most of the parcels in the area zoned "A" consist of older residential subdivisions. Therefore, the area consists predominantly of residential uses.

The following similar rezones have been approved within the vicinity:

- Parcel R3445014: **Case No. RZ2007-3**: Rezone from "A" to an "R-1" zone. The rezone was approved in 2007. The parcel is located adjacent to the subject properties.
- Parcel R38211 and R38211012: **Case No. RZ2018-0014**: Rezone from "A" to an "R-1" zone. The rezone was approved in 2018. The parcels are located approximately 1,600 feet north of the subject properties.
- Parcel R38224010: **Case No. PH2017-70**: Rezone from "A" to an "R-1" zone. The rezone was approved in 2018. In 2020, Tapestry Subdivision was approved; 16 one (1) acre residential lots. The parcel is approximately 3,400 north of the subject properties.

Four subdivisions are located adjacent to the subject parcels: 1) Green Estates, 1.44 acre average lot size (approved in 2009); 2) Kinder Platz Subdivision, 6.33 acre average lot size (approved in 2017); 3) Willis Creek Subdivision, 1.5 acre average lot size (approved in 2005); and 4) D&S Purple Sage Ranchettes, 1.18 acres (approved in 1972). Within a one-mile radius are 39 subdivisions with an average lot size of 1.02 acres.

The requested rezone has the following potential impacts to the character of the area:

- Development outside the City of Middleton: The approval of the "R-1" zone has the potential to create over 50 residential parcels outside of the city limits supported by individual wells and septic systems. Without annexation, future development has the potential to block the path of orderly growth anticipated by the City of Middleton which includes necessary infrastructure development and continuity with community housing and design goals.

  However, based public testimony provided during the public hearing, the Board of County Commissioners did not find that the rezone boundaries are adjacent to city services. The Board of County Commissioners found that the request rezone is similar to other rezones and development within that area and does not impact the future development or growth of the City of Middleton.

- Traffic: The parcel has the potential to impact traffic along Emmett Road and SH-44. The application did not include a trip generation assessment. Therefore, potential traffic impacts are unknown. The "R-1" zone has the potential to create more than 500 trips per day and more than 50 trips per day during peak hours. Traffic and access impacts can be addressed as part of the platting application process.

E. Will adequate facilities and services including sewer, water, drainage, irrigation and utilities be provided to accommodate the proposed use?

Conclusion: Adequate facilities and services can be provided to accommodate the use. However, City of Middleton requests that the rezone and future development be approved as part of annexation into the City of Middleton.

Finding: Adequate facilities and services can be provided to accommodate the use. The "R-1" zone allows for one acre minimum lot sizes which could support individual wells and septic systems. Individual wells and septic would be will require a pre-application meeting with Southwest District Health at the time of platting. During the platting process, Idaho Department of Environmental and Idaho Department of Water Resources will be notified and provided time for review.

Irrigation would be provided by Black Canyon Irrigation District. Future development must protect all road and lateral right-of-ways. Black Canyon Irrigation and Bureau of reclamation will require a signed agreement regarding water distribution, crossing of any lateral and the improvements (piping) of the laterals.

The City of Middleton opposes the request because the parcels are contiguous to city limits where city services are available. City water is located adjacent to the parcels on Emmett Road. Sanitary services is approximately 1,300 feet east of the parcel. To connect to city services, annexation is required. However, based public testimony provided during the public hearing, the Board of County Commissioners did not find that the rezone boundaries are adjacent to city services.

F. Does legal access to the subject property for the development exist for the zoning map amendment or will it exist at the time of development?

Conclusion: The subject property has frontage along Emmett Road, a principal arterial; and access on Greenwell Lane, a private road.

Finding: The subject properties have two access points onto Emmett Road: 1) approximately 780 feet south of the Willis/Emmett intersection; and 2) Greenwell Lane, an unpaved private road that does not meet current shared access requirements (CCZO §07-10-03).

Upon review by Canyon Highway District #4, future commercial or residential subdivision development will be prohibited to access from Emmett Road. Future access will either come from the extension of 9th Street or from Greenwell Lane, a private road. At the time of platting, all access requirements must be met. A 50 foot public right-of-way is required to be dedicated along Emmett Road with sidewalk, curbing and bike path improvements.

G. Does the proposed development require road improvements to provide adequate access to and from the subject property to minimize undue interference with existing or future traffic patterns created by the proposed development? What measures have been taken to mitigate road improvements or traffic impacts?

Conclusion: The rezone has the potential to impact Emmett Road and SH-44. A Traffic Impact Study is required to address impacts and provide adequate mitigation at the time of platting.

Finding: According to Canyon Highway District #4, the number of residential lots generated by the "R-1" zone has the potential to create more than 500 trips per day and 50 trips per day during peak hours on Emmett Road, a principal arterial. Therefore, a Traffic Impact Study will be required as part of platting application process and review.

Idaho Transportation Department (ITD) does not oppose the rezone, but will oppose any future development request until site generated trips are assessed and potential impacts to the SH-44/Emmett Road intersection are addressed.

H. Will the proposed zone change amendment impact essential public services and facilities, such as, schools, police, fire and emergency medical services? What measures will be implemented to mitigate impacts?

Conclusion: The proposed zone change amendment will not impact essential public services and facilities.

Finding: All affected agencies were notified of the request. None of the comments received found the request to have a negative impact on essential services.

To meet minimum fire flow requirements, Middleton Fire District recommends connection to city water which is available along Emmett Road adjacent to the parcels (12" domestic water line). Future development must meet all applicable emergency vehicle access and water supply requirements. Middleton Fire District requirements can be addressed during the platting application process.

Order

Based upon the Findings of Fact, Conclusions of Law and Order contained herein, the Board of County Commissioners **approves** Case # RZ2019-0034, a rezone of Parcels R34445012A (1.27 acres), R34445012A1 (7.08 acres) and approximately 33.38 acre portion of R34445012A2 from an "A" (Agricultural) zone to an "R-1" (Single Family Residential, 1 acre average minimum lot size) zone.

APPROVED this 2 day of June, 2020.

	Yes	No	Did Not Vote
Commissioner Pamela White	✓		
Commissioner Tom Dale	✓		
Commissioner Leslie Van Beek			

Attest: Chris Yamamoto, Clerk

By: _____ Date: 6-2-20

Deputy

Findings of Fact, Conclusions of Law, and Order

RZ2010-6: Mortensen & Middleton School District Rezone

Findings of Fact

1. The applicant is requesting a rezone of approximately 12.856 acres to a C-1 (Neighborhood Commercial).
2. The properties are zoned Agriculture (A). There is currently one dwelling and the remainder of the land is utilized for crop production.
3. The property is located within the City of Middleton Impact Area
4. There is one residential structure within the area to be rezoned.
5. The property is within a Nitrate Priority Area.
6. Parcels 34446-010, R34445-012 and R34445-012A are located on the south side of Willis Rd. and west side of Emmett Rd. The proposed area to be rezoned would include all of the property located at 13021 Willis Rd. and approximately 450' in depth from the centerline of Emmett Rd. by 1170' in length along the road frontage of Emmett Rd. of parcels R34445-012 and R3445-012A.
7. The proposed development has frontage along a public right-of-way (Emmett & Willis Roads). Any commercial development will have to comply with the access requirements of Canyon Highway District.
8. The property is located within and will be provided services in accordance with their regulations of the following departments/districts: Middleton Rural Fire Department, Canyon Highway District, Southwest District Health Department (sewage), Black Canyon Irrigation District, Canyon County Ambulance District, Canyon County Sheriff's Office, Middleton School District, and Idaho Department of Water (drinking water), Qwest, Intermountain Gas, and Idaho Power.

Conclusions of Law

For case file RZ2010-6, the Board of County Commissioners finds and concludes the following regarding the Standards of Review for rezone (CCZO §07-06-05).

A. Is the zoning amendment harmonious with and in accordance with the applicable comprehensive plan?

Conclusion: The proposed rezone is harmonious with and in accordance with the 2010 Comprehensive Plan.

Finding: The 2010 Comprehensive Plan is in support of this request because the Plan "encourages economic growth that creates employment and encourages investment, commercial, industrial, agricultural and high tech opportunities in Canyon County (p. 21)." The surrounding vicinity has many mixed uses from residential, churches, and a public school; the addition a C-1 zoning designation to this area will not change the essential character of the area or be injurious to other property owners within the vicinity, but will encourage and enhance the existing development trends by promoting additional services and opportunities to the local community.

This proposal for a commercial zoning designation is consistent with Overall Land Use Goal #1 which states, "To encourage growth and development in an orderly fashion, minimize adverse impacts on differing land uses, public health, safety, infrastructure and services," and Economic Development Goal which states, "Encourage economic growth that creates employment and encourages investment, commercial, industrial, agricultural, and high tech opportunities in Canyon County, Idaho."

B. Will the proposed use be injurious to other property in the immediate vicinity and/or will negatively change the essential character of the area?

Conclusion: No, the proposed use will not change the essential character of the area at such time as the property is developed.

Finding: There is no evidence that the proposed use would be injurious to the properties in the immediate vicinity. The proposed rezone would not negatively change the essential character of the area as the area is transitioning to an urban area with residential, church and public uses including a school. The City of Middleton's Comprehensive Plan identifies the property as mixed use and Canyon County's Comprehensive Plan designates the area as an Urban Growth Area, thus is consistent with the requested designation of C-1.

C. Will adequate sewer, water, drainage facilities, and utility systems be provided to accommodate use?

Conclusion: The applicant will be required to meet all applicable agency permitting requirements.

Findings: The applicant will be required to obtain the appropriate permits and provide adequate sewer, water, utilities and drainage facilities at the time of development. City sewer and water systems are near the subject property, but have not been extended to the subject property. The properties are located within a high nitrate priority area.

D. Does legal access to the subject property for the development exist or will it exist at the time of final plat and have measures been taken to provide adequate access to and from the subject property so that there will be no undue interference with existing or future traffic patterns?

Conclusion: Yes, legal access exists or will exist at time of development.

Finding: As proposed, the property has an existing approach for a Single Family Residence located at 13021 Willis Rd and an approach for a Single Family Residence located at 23854 Emmett Rd. All commercial accesses will require an approved approach permit from Canyon Highway District in accordance with the minimum standards as listed in Exhibit 9. Canyon Highway District outlined many of the requirements for development of this property including "roadway frontage improvements, right-of-way dedication, and access constraints. Canyon Highway District's responses indicated that "it is difficult to assess the potential impacts for a rezone to commercial since the specific uses and size of operations are unknown." At the time of development a traffic impact study will be required to assess and mitigate any impacts.

E. Will essential services be provided to accommodate the change including, but not limited to, school facilities, police and fire protection, emergency medical services, and irrigation facilities, and will the services be negatively impacted by such use or require additional public funding in order to meet the needs created by the requested changes?

Conclusion: Essential services will be provided to accommodate the proposed development.

Finding: No agencies responded that would indicate that essential public services will be negatively impacted by such use or will require any additional public funding in order to meet the needs created by the requested change.

Order

Based upon the Findings of Fact, Conclusions of Law contained herein the Board of County Commissioners ***approves*** Case # RZ2010-6, to rezone approximately 12.856 acres of property currently zoned "A" (Agricultural) to "C-1" (Neighborhood Commercial). The property to be rezoned to "C-1" includes parcels R34446-010 and portions of R34445-012 & R34445-012A as described on Exhibit A attached hereto.

APPROVED this 9th day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO

Commissioner David Ferdinand, Chairman

Commissioner Steve Rule

Commissioner Kathy Alder

ATTEST: CHRIS YAMAMOTO, CLERK

By: _____ 5-9-11
Deputy

SUMMARY OF ORDINANCE NO. 11-006 DIRECTING AMENDMENTS TO THE CANYON COUNTY ZONING MAP; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE

1. **Name of County:** Canyon County.

2. **Formal identification or citation number of Ordinance:** Ordinance No.11-006.

3. **Descriptive title:** An Ordinance of Canyon County, Idaho Directing Amendments to Canyon County Zoning Map (Ordinance No. 11-005) for the Mortensen and Middleton School District Rezone.

4. **Summary of principal provisions of Ordinance:**

   a. An Ordinance amending the Canyon County Zoning Map Pursuant to Canyon County Ordinance No. 10-006, as amended.
   b. Subject property rezoned from "A" (Agricultural) to "C-1" (Neighborhood Commercial).
   c. Provides for severability.

5. **Effective date and availability of text:** This Article shall be in full force and effect on the date of publication of this Summary in the Idaho Press-Tribune. The full text of the Ordinance No. 11-006, including any attachment or exhibit, is available at the Office of the Canyon County Board of Commissioners, located on the first floor, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho and also at the Canyon County Recorder's Office, second floor, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho.

THE ABOVE SUMMARY IS APPROVED THIS 18 day of May, 2011.

BOARD OF COUNTY COMMISSIONERS

David J. Ferdinand, II, Chairman

Steven J. Rule, Member

Kathryn Alder, Member

ATTEST: CHRIS YAMAMOTO, CLERK

By: Claudia Arnaud
Deputy Clerk

SUMMARY OF ORDINANCE 11-006
AMENDMENTS TO CANYON COUNTY ZONING MAP
MORTENSEN / MIDDLETON SCHOOL DISTRICT REZONE

CLERK'S CERTIFICATION

I hereby certify, pursuant to Idaho Code § 31-715A(3), that the above Summary is a true and complete Summary of Ordinance No. 11-006, an Ordinance Directing Amendments to Canyon County Zoning Map for the Kenneth Mortensen and Middleton School District Rezone, enacted by the Board of County Commissioners of Canyon County, Idaho on May 9, 2011, and that this Summary is true and complete and provides adequate notice to the public of the enactment of the Ordinance and its provisions. The full and complete text of the Ordinance, including the zoning map and any attachment or exhibit, is available for review in the Office of the Canyon County Board of Commissioners, located on the first floor, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays and in the Office of the Canyon County Recorder, located on the second floor, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho, 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

CERTIFIED this 18 day of May, 2011.

CHRIS YAMAMOTO, CLERK

By: Claudia Arnold
Deputy Clerk

PUBLISH: Idaho Press-Tribune
Date: May 23, 2011

SUMMARY OF ORDINANCE 11-006
AMENDMENTS TO CANYON COUNTY ZONING MAP
MORTENSEN / MIDDLETON SCHOOL DISTRICT REZONE



Canyon County, 111 North 11th Avenue, #310, Caldwell, ID 83605
▪ Engineering Division ▪

Preliminary Plat Check-List (CCZO §07-17-09)

Applicant: Infinite Real Estate Group	**Case Number:** SD2025-0002
Subdivision Name: Pheasant Heights Sub. (formerly Quail Run Acres Heights Sub.)	**Plat Date (Review #2):** 6/27/2025

Review Required by Planning:		**Review Required by Engineering:**		**Review Required by Both:**		

GENERAL REVIEW ITEMS	Meets Code / Comments	
	Planning	**Engineering**
1. Complete the initial review of all information given graphically and by note on the plat.	Completed	N/A
2. Check for compliance with FCOs and/or Development Agreement from the entitlement process, if applicable.	N/A	N/A
3. Check for compliance with CCO Chapter 9 - Areas of City Impact. Chapter 9 lists requirements unless waived.	Middleton (County subdivision code)	N/A
4. Check for applicable agency comments. These comments could have been made at the entitlement stage or after.	Completed	N/A
5. Make note of agencies that should be noticed if not typically included on the notice list and pass the information along to the planner.	Agency review notice sent 4/23/2025	N/A
Items A through E below are directly from CCZO 07-17-09. Italicized items are checklist items related to requirements found in the ordinance and may not be strictly required.		
A. FORM OF PRESENTATION	**Meets Code / Comments**	
	Planning	**Engineering**
1. Scale of Drawing (No more than 1" = 100' unless approved by DSD before submission).	Yes	N/A
2. Size of Drawing (No larger than 24' x 36"). • *Obtain an electronic version of all submittals.*	Yes	N/A
B. IDENTIFICATION AND DESCRIPTIVE DATA	**Meets Code / Comments**	
	Planning	**Engineering**
1. Proposed name of the subdivision and its location by section, township, and range. • *Name of sub needs to be reserved through DSD GIS*	1st Rev: The name Quail Run Acres Heights needs to change (GIS Team) **2nd: Pheasant Heights reviewed by GIS**	N/A
2. Reference by dimension and bearing to a section corner or quarter section corner.	1st Rev: Yes, **but missing the basis of bearing?** **2nd Rev: Yes, pages 1 and 3 of 5**	N/A

3. Name, address, and phone number of the developer.	Yes. Infinite Real Estate Group	N/A
4. Name, address, and phone number of the person preparing the plat.	Yes. Kimley Horn	N/A
5. North arrow.	Yes	N/A
6. Date of preparation.	1st Rev: **Missing** **2nd: Meets (Pg. 1 of 5)**	N/A
7. Revision block showing dates if any revisions subsequent to the original preparation date. The revision block shall be part of the title block, which shall be placed along the right edge of the drawing sheet.	**2nd rev: Yes, but revisions and date revised are not updated. Please fix**	N/A
8. The vicinity map is drawn to scale, clearly showing the proposed subdivision location in relationship to adjacent subdivisions, main arterial routes, collector streets, etc. • *Check for consistency between the pre-plat and the vicinity map.*	1st Rev: **Scale: No** 1st Rev: **Adjacent Subs: No** Arterial/Collector Roads: Yes **2nd rev: Scale and adjacent subs added (Pg. 1 of 5)**	N/A

C. EXISTING CONDITIONS DATA	**Meets Code / Comments**	
	Planning	**Engineering**
1. Two-foot contours are shown unless otherwise approved; show all areas in excess of 15% slope.	Yes. No slopes greater than 15%. Drainage/Grading to be reviewed by DSD Engineering. Review Notice sent 4/23/2025	Yes
2. Location of water wells, streams, canals, irrigation laterals, private ditches, washes, lakes, or other water features; direction of flow; location and extent of known areas subject to inundation.	To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	Add existing features. Clarify whether any wells exist onsite, and indicate whether they will be abandoned or maintained (for irrigation or domestic use). **Addressed**
3. Location, widths, and names of all platted streets, railroads, utility rights of way of public record, public areas, permanent structures to remain, including water wells and municipal corporation lines within or adjacent to the tract. • *Future use of remaining wells, if applicable*	To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	Show and label any existing public utilities or easements that cross the property **Addressed**
4. Name, book, and page numbers of any recorded adjacent subdivisions having a common boundary with the tract.	**1st Rev: Missing** **2nd Rev: Meets (Pg. 3 of 5)**	N/A
5. Existing zoning classification, by note. • *Proposed zoning, by note, if new zoning is being proposed concurrently with a pre-plat application*	Yes, Preliminary Plat Data	N/A

6. Approximate acreage of the tract, by note.	Yes, Preliminary Plat Data	N/A
7. Boundary dimensions of the tract.	Yes	N/A
8. Names and addresses of adjoining property owners within three hundred (300) feet of the exterior boundary of the tract.	**1st Rev: Missing** **2nd Rev: Meets (Pg. 3 of 5)**	N/A
D. PROPOSED CONDITIONS DATA	**Meets Code / Comments**	
	Planning	**Engineering**
1. Road layout, including location, width, and proposed names of roads, alleys, pathways, easements, and roadway connections, if any, to an adjoining platted tract. • *Confirmation that the highway district will allow proposed access if new access is on an arterial* • *Check the ownership of the access location if a separate lot* • *Check the alignment of stub streets with adjacent developments, if applicable.* • Private roads shall not have direct access to arterials or local roads within a platted subdivision (ACCHD 2020.040) • Private road names need to be reserved through DSD GIS. Private roads require a separate application. • Public road names must be checked for availability with DSD GIS • *If typical sections are shown, make sure they are consistent with what will be required*	The commercial portion is public; the residential portion is private. Road names (RD2025-0001) will be reviewed by GIS. Review sent to GIS on 4/23/2025 **1st Rev: Missing: Private roads need to be located in a road lot (07-17-31). Missing: Cul-de-sac easement radius does not meet 70' (07-10-03)** **2nd Rev: Meets. The private road lot is Lot 1. Cul-de-sac has a 70' easement radius. Pg. 1 of 5**	Private roads need to be located in a road lot (7-17-31). Missing: Cul-de-sac easement radius does not meet 70' (07-10-03) **Addressed**
2. Typical lot dimensions including curvilinear data to scale; each lot numbered individually; the total number of lots by type and grand total. A private road must be a lot. • *Curve table is present and matches the data shown graphically* • *Minimum lot size* • *Average lot size (calculated as total residential area divided by the number of residential lots)* • *Check block numbering* • *Consider any phasing shown*	Curve/Line tables on Page 02 of 05. Minimum and average lot size provided on Page 01 of 05. 1st Rev: The block number is correct once a lot number is given to the private road lot. Phasing information not provided. **2nd Rev: No phasing. Lot/block numbers corrected.**	No phasing plan shown—request one if development will be in stages. **Addressed**

3. Location, width, and use of easements • *Provide documentation of or reference to any existing easements, especially access easements for existing parcels that are part of the plat.* • *Show easements for all shared infrastructure*	1st Rev: Yes, but proposed utility easements are missing. **2nd Rev: Meets (Pg. 1 of 5)**	Its missing **Addressed**
4. Designation of all land to be dedicated or reserved for public use, with use indicated	1st Rev: Public road right-of-way dedication is not shown or noted. **2nd Rev: Need to check (CHD4)**	No utility easements, rights-of-way, are marked.
5. If the plat includes land for which multi-family, commercial, or industrial use is proposed, such areas shall be clearly designated together with existing zoning classification and status of zoning change, if any	Yes	N/A
6. If the proposed subdivision is part of a larger area intended for development, a development master plan of the entire area shall be provided	N/A	N/A
7. Appropriate information that sufficiently details the proposed development within any special development area, such as hillside, PUD, flood plain, cemetery, manufactured home, large-scale development, hazardous, and unique areas of development • *Check mapping layers for the above special development items. Include wetland and natural drainage ways.* • *Consider recommended conditions related to special development areas and related reports*	N/A	N/A
8. All roads must be labeled as either "private" or "public" behind or beneath the road name	1st Rev: Missing (Public) by the public names. **2nd Rev: Meets (pg. 1 of 5)**	Missing (Public) by the public names **Addressed**
E. PROPOSED UTILITY METHODS	**Meets Code / Comments**	
	Planning	**Engineering**
1. **Sewage:** A statement as to the type of proposed sanitary sewage facilities • *Preliminary location/layout of proposed sewage facilities* • *Nutrient-Pathogen study if required by SWDH* • *If sewage facilities will be shared, provide preliminary arrangements for future operation and maintenance of the facilities, including financial arrangements. Also include a preliminary sewer plan. DSD should complete a high-level feasibility review of shared utilities*	Note 6, Page 2. To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	Yes
2. **Water Supply:** A statement as to the type of proposed water supply facilities • *Preliminary location/layout of proposed potable water facilities* • *If potable water facilities will be shared, provide preliminary arrangements for future operation and maintenance of the facilities, including financial arrangements. Also include a preliminary potable water plan. DSD should complete a high-level feasibility review of shared utilities*	Note 5, page 2. To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	See my engineering notes for a detailed review **Addressed**

3. **Storm Water Disposal:** A statement as to the type of storm water disposal facilities, which may include evidence as may be required relative to the design and operation of the proposed storm water system • *Include a statement that all stormwater shall be retained on site, if appropriate* • *Consider any required protection for roadside swales during home construction and/or long-term protection from landscaping, roadside parking, regrading/filling swale, etc.* • *Maintenance easements for storm drain facilities treating drainage from public roads should be in place*	Note 4, page 2. To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	See my engineering notes for a detailed review **Addressed**
4. **Irrigation System:** A statement as to the proposed irrigation system, which may include evidence as may be required relative to the design and operation of any proposed irrigation system • Irrigation Supply and Distribution Systems: The developer shall disclose, pursuant to Idaho Code section 31-3805, and file as part of the preliminary plat with DSD, evidence that an adequate irrigation supply and distribution system to serve the land within the plat to be recorded will be provided and must include consideration of using existing water rights that go with the land being platted. Such evidence shall include, but not be limited to, the following: - Copies of the plans of the proposed distribution system for the lots and areas to be served in the proposed development; and - Copies of the community association's or similar organization's documents, which may be required precedent to the establishment of an irrigation distribution system within the proposed development.	Note 7, Page. To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	See my engineering notes for a detailed review **Addressed**
5. **Utility Easement:** The utility easement width shall be a minimum of ten (10) feet from the exterior boundaries and five (5) feet from the interior boundaries. Utility easements shall be shown graphically on the plat.	1st Rev: Not shown or noted. **2nd Rev: Shown but not noted. Please fix.**	Its missing

GENERAL RECOMMENDED CONDITIONS

1. All subdivision improvements (public or private roads, irrigation, and drainage swales/basins) and amenities shall be bonded or completed prior to the Board of County Commissioners' signature on the final plat.
    a. Construction plans/drawings shall be submitted per CCZO Section 07-17-11. Construction plans/drawings are to be reviewed and approved by the County Engineer prior to construction beginning.
2. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
3. Development shall comply with the requirements of the local highway district. Evidence shall include written correspondence from the highway district before the first public hearing held for the preliminary plat and the highway district's signature on the final plat.
4. Development shall comply with irrigation district requirements. Evidence shall include written correspondence from the irrigation district before the first public hearing held for the preliminary plat and before the Board of County Commissioners' signature on the final plat.
5. Development shall comply with Southwest District Health requirements. Evidence shall include written correspondence from Southwest District Health before the first public hearing held for the preliminary plat and Southwest District Health's signature on the final plat.
6. Development shall comply with Fire District requirements. Evidence shall include written correspondence from the Fire District before the first public hearing held for the preliminary plat and before the Board of County Commissioners' signature on the final plat.
7. A water user's maintenance agreement for the pressurized irrigation system shall be provided with the application for the final plat and recorded concurrently with the final plat.

8. Prior to the Board signing the final plat, a location on the common lot shall be provided for a United States Postal Service community mailbox unless waived by the United States Postal Service.
9. The final plan shall include a common area to be used to provide a safe bus stop spacing for school pickup/drop-off.
10. A road user's maintenance agreement for the private road shall be provided with the application for the final plat.
11. Prior to submittal of the final plat, an after-the-fact administrative land division between R34445012A1 and A2 shall be approved per CCCO 07-18-05 & 13.

Date Reviewed	Reviewer
4/21/2025	**D. Lister**
5/21/2025	Dalia Alnajjar
7/21/2025	D.Lister
7/24/2025	Dalia Alnajjar

Engineering Notes

1. **No mention** of stormwater retention ponds or regional detention facilities — this needs to be clarified. If infiltration is the only method, soil permeability and backup capacity should be evaluated.
2. The developer should provide **long- and short-term stormwater protection plans** (especially during construction).
3. Final plat should include **CC&R references** outlining stormwater facility maintenance responsibility.
4. **Add notes for minimum separation distances** between water/sewer lines and other utilities, and between water lines and stormwater ditches.
5. **Sheet 04 & 05:** Existing irrigation lines and ditches are not clearly delineated. There may be shared irrigation facilities for the adjacent farmland, but these aren't clearly noted.
6. No irrigation water delivery system (pressurized lines, pumps, boxes) is shown for the lots.

Recommendations:

1. Provide irrigation district approval and detail any irrigation delivery system if required.
2. Plat should note irrigation easements and responsibilities.
3. Confirm whether lots will be irrigated individually or through a shared HOA system.
7. Cross-section indicates standard width and **roadside swales**, but may need engineering certification for **slopes and drainage (some areas >10% slope).**
8. **No indication of** road maintenance agreement or HOA responsibility on the plat.
9. **Confirm** emergency access route **per fire district requirements** — only two access points are shown: Emmett Rd and a stub road at the northeast. Provide confirmation from the Highway District (CHD4) regarding access spacing and traffic impacts.
10. Final Plat Conditions:
    - All subdivision improvements must be bonded or completed prior to BOCC signature.
    - Construction drawings must be reviewed/approved by the County Engineer before any work begins.
    - A Road User's Maintenance Agreement (RUMA) and irrigation maintenance agreement must be included with the final plat.

Planning Notes (2nd Rev.)

- 1st Rev: The divisions creating R34445012B, 012A, 012A2, and 012A1 were not created by land division approval. Therefore, all four parcels need to be included on the plat. 2nd Rev. Applicant stated "noted" in their response. Parcel R34445012A1 must be included in the plat or divided via land division. See Cond. 11
- 1st Rev: If not served by city water, a community water system is recommended. 2nd Rev. Applicant stated "noted" in their response.
- 1st Rev: A road user's maintenance agreement (RUMA) is required at the time of final plat. The private road stubs to Parcel R34450. Make sure the RUMA includes the parcel. 2nd Rev. Applicant stated "noted" in their response.
- 1st Rev: Fix all items in red in the above list. 2nd Rev: See items in Purple above that still need to be fixed.

- No comment from HD4 or ITD was received. HD4 and ITD required a TIS as part of the rezone (RZ2019-0034). No TIS was provided, and no approval from ITD or HD4 was received. Without approval, the plat may be denied.

Dan Lister

From: Tony Almeida
Sent: Tuesday, July 22, 2025 8:57 AM
To: Dan Lister
Subject: RE: Pheasant Heights Sub. (formerly Quail Run Acres) SD2025-0002: 2nd Review

Subdivision and road names are good.

Tony

From: Dan Lister
Sent: Monday, July 21, 2025 3:33 PM
To: Dalia Alnajjar <[redacted]>
Cc: Tony Almeida <[redacted]>
Subject: Pheasant Heights Sub. (formerly Quail Run Acres) SD2025-0002: 2nd Review

Dalia,

Please review the 2nd review of SD2025-0002. The updated preliminary plat can be found here. Once your review is completed, I'll update the name of the file in the O drive to the new plat name. I've provided Tony (GIS) with the physical copy of the updated plat for review.

Please have your review completed by August 4, 2025.

Sincerely,

Dan Lister, Planning Supervisor
[redacted]

Development Services Department (DSD)
Public office hours
Monday, Tuesday, Thursday, and Friday
8 am – 5 pm
Wednesday
1 pm – 5 pm
**We will not be closed during lunch hour **

PUBLIC RECORD NOTICE: All communications transmitted within the Canyon County email system may be a public record and may be subject to disclosure under the Idaho Public Records Act and, as such, may be copied and reproduced by members of the public.

Canyon County, 111 North 11th Avenue, #310, Caldwell, ID 83605
▪ Engineering Division ▪

Preliminary Plat Check-List (CCZO §07-17-09)

Applicant: Infinite Real Estate Group	**Case Number:** SD2025-0002
Subdivision Name: Quail Run Acres Heights Sub.	**Plat Date (Review #):** Plat prep. date missing

Review Required by Planning:		Review Required by Engineering:		Review Required by Both:		

GENERAL REVIEW ITEMS	Meets Code / Comments	
	Planning	**Engineering**
1. Complete the initial review of all information given graphically and by note on the plat.	Completed	N/A
2. Check for compliance with FCOs and/or Development Agreement from the entitlement process, if applicable.	N/A	N/A
3. Check for compliance with CCO Chapter 9 - Areas of City Impact. Chapter 9 lists requirements unless waived.	Middleton (County subdivision code)	N/A
4. Check for applicable agency comments. These comments could have been made at the entitlement stage or after.	Completed	N/A
5. Make note of agencies that should be noticed if not typically included on the notice list and pass the information along to the planner.	Agency review notice sent 4/23/2025	N/A

Items A through E below are directly from CCZO 07-17-09. Italicized items are checklist items related to requirements found in the ordinance and may not be strictly required.

A. FORM OF PRESENTATION	Meets Code / Comments	
	Planning	**Engineering**
1. Scale of Drawing (No more than 1" = 100' unless approved by DSD before submission).	Yes	N/A
2. Size of Drawing (No larger than 24' x 36"). • *Obtain an electronic version of all submittals.*	Yes	N/A

B. IDENTIFICATION AND DESCRIPTIVE DATA	Meets Code / Comments	
	Planning	**Engineering**
1. Proposed name of the subdivision and its location by section, township, and range. • *Name of sub needs to be reserved through DSD GIS*	The name Quail Run Acres Heights needs to change (GIS Team)	N/A
2. Reference by dimension and bearing to a section corner or quarter section corner.	Yes, **but missing the basis of bearing**	N/A
3. Name, address, and phone number of the developer.	Yes. Infinite Real Estate Group	N/A
4. Name, address, and phone number of the person preparing the plat.	Yes. Kimley Horn	N/A
5. North arrow.	Yes	N/A
6. Date of preparation.	**Missing**	N/A

Exhibit C.5

7. Revision block showing dates if any revisions subsequent to the original preparation date. The revision block shall be part of the title block, which shall be placed along the right edge of the drawing sheet.	Yes	N/A
8. The vicinity map is drawn to scale, clearly showing the proposed subdivision location in relationship to adjacent subdivisions, main arterial routes, collector streets, etc. • *Check for consistency between the pre-plat and the vicinity map.*	**Scale: No** **Adjacent Subs: No** Arterial/Collector Roads: Yes	N/A

C. EXISTING CONDITIONS DATA	**Meets Code / Comments**	
	Planning	**Engineering**
1. Two-foot contours are shown unless otherwise approved; show all areas in excess of 15% slope.	Yes. No slopes greater than 15%. Drainage/Grading to be reviewed by DSD Engineering. Review Notice sent 4/23/2025	Yes
2. Location of water wells, streams, canals, irrigation laterals, private ditches, washes, lakes, or other water features; direction of flow; location and extent of known areas subject to inundation.	To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	Add existing features. Clarify whether any wells exist onsite, and indicate whether they will be abandoned or maintained (for irrigation or domestic use).
3. Location, widths, and names of all platted streets, railroads, utility rights of way of public record, public areas, permanent structures to remain, including water wells and municipal corporation lines within or adjacent to the tract. • *Future use of remaining wells, if applicable*	To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	Show and label any existing public utilities or easements that cross the property
4. Name, book, and page numbers of any recorded adjacent subdivisions having a common boundary with the tract.	**Missing**	N/A
5. Existing zoning classification, by note. • *Proposed zoning, by note, if new zoning is being proposed concurrently with a pre-plat application*	Yes, Preliminary Plat Data	N/A
6. Approximate acreage of the tract, by note.	Yes, Preliminary Plat Data	N/A
7. Boundary dimensions of the tract.	Yes	N/A
8. Names and addresses of adjoining property owners within three hundred (300) feet of the exterior boundary of the tract.	**Missing**	N/A
D. PROPOSED CONDITIONS DATA	**Meets Code / Comments**	
	Planning	**Engineering**
1. Road layout, including location, width, and proposed names of roads, alleys, pathways, easements, and roadway connections, if any, to an adjoining platted tract. • *Confirmation that the highway district will allow proposed access if new access is on an arterial* • *Check the ownership of the access location if a separate lot*	The commercial portion is public; the residential portion is private. Road names (RD2025-0001) will be reviewed by GIS.	Private roads need to be located in a road lot (7-17-31). Missing: Cul-de-sac easement radius does not meet 70' (07-10-03)

Exhibit C.5

• *Check the alignment of stub streets with adjacent developments, if applicable.* • Private roads shall not have direct access to arterials or local roads within a platted subdivision (ACCHD 2020.040) • Private road names need to be reserved through DSD GIS. Private roads require a separate application. • Public road names must be checked for availability with DSD GIS • *If typical sections are shown, make sure they are consistent with what will be required*	Review sent to GIS on 4/23/2025 **Missing: Private roads need to be located in a road lot (7-17-31).** **Missing: Cul-de-sac easement radius does not meet 70' (07-10-03)**	
2. Typical lot dimensions including curvilinear data to scale; each lot numbered individually; the total number of lots by type and grand total. A private road must be a lot. • *Curve table is present and matches the data shown graphically* • *Minimum lot size* • *Average lot size (calculated as total residential area divided by the number of residential lots)* • *Check block numbering* • *Consider any phasing shown*	Curve/Line tables on Page 02 of 05. Minimum and average lot size provided on Page 01 of 05. The block number is correct once a lot number is given to the private road lot. Phasing information not provided.	No phasing plan shown—request one if development will be in stages.
3. Location, width, and use of easements • *Provide documentation of or reference to any existing easements, especially access easements for existing parcels that are part of the plat.* • *Show easements for all shared infrastructure*	Yes, but proposed utility easements are missing.	Its missing
4. Designation of all land to be dedicated or reserved for public use, with use indicated	Public road right-of-way dedication is not shown or noted.	No utility easements, rights-of-way, are marked.
5. If the plat includes land for which multi-family, commercial, or industrial use is proposed, such areas shall be clearly designated together with existing zoning classification and status of zoning change, if any	Yes	N/A
6. If the proposed subdivision is part of a larger area intended for development, a development master plan of the entire area shall be provided	N/A	N/A
7. Appropriate information that sufficiently details the proposed development within any special development area, such as hillside, PUD, flood plain, cemetery, manufactured home, large-scale development, hazardous, and unique areas of development • *Check mapping layers for the above special development items. Include wetland and natural drainage ways.* • *Consider recommended conditions related to special development areas and related reports*	N/A	N/A
8. All roads must be labeled as either "private" or "public" behind or beneath the road name	Missing (Public) by the public names	Missing (Public) by the public names
E. PROPOSED UTILITY METHODS	**Meets Code / Comments**	

Exhibit C.5

	Planning	Engineering
1. **Sewage:** A statement as to the type of proposed sanitary sewage facilities • *Preliminary location/layout of proposed sewage facilities* • *Nutrient-Pathogen study if required by SWDH* • *If sewage facilities will be shared, provide preliminary arrangements for future operation and maintenance of the facilities, including financial arrangements. Also include a preliminary sewer plan. DSD should complete a high-level feasibility review of shared utilities*	Note 6, Page 2. To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	Yes
2. **Water Supply:** A statement as to the type of proposed water supply facilities • *Preliminary location/layout of proposed potable water facilities* • *If potable water facilities will be shared, provide preliminary arrangements for future operation and maintenance of the facilities, including financial arrangements. Also include a preliminary potable water plan. DSD should complete a high-level feasibility review of shared utilities*	Note 5, page 2. To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	See my engineering notes for a detailed review
3. **Storm Water Disposal:** A statement as to the type of storm water disposal facilities, which may include evidence as may be required relative to the design and operation of the proposed storm water system • *Include a statement that all stormwater shall be retained on site, if appropriate* • *Consider any required protection for roadside swales during home construction and/or long-term protection from landscaping, roadside parking, regrading/filling swale, etc.* • *Maintenance easements for storm drain facilities treating drainage from public roads should be in place*	Note 4, page 2. To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	See my engineering notes for a detailed review
4. **Irrigation System:** A statement as to the proposed irrigation system, which may include evidence as may be required relative to the design and operation of any proposed irrigation system • Irrigation Supply and Distribution Systems: The developer shall disclose, pursuant to Idaho Code section 31-3805, and file as part of the preliminary plat with DSD, evidence that an adequate irrigation supply and distribution system to serve the land within the plat to be recorded will be provided and must include consideration of using existing water rights that go with the land being platted. Such evidence shall include, but not be limited to, the following: - Copies of the plans of the proposed distribution system for the lots and areas to be served in the proposed development; and - Copies of the community association's or similar organization's documents, which may be required precedent to the establishment of an irrigation distribution system within the proposed development.	Note 7, Page. To be reviewed by DSD Engineering. Review Notice sent 4/23/2025	See my engineering notes for a detailed review
5. **Utility Easement:** The utility easement width shall be a minimum of ten (10) feet from the exterior boundaries and five (5) feet from the interior boundaries. Utility easements shall be shown graphically on the plat.	Not shown or noted.	Its missing
GENERAL RECOMMENDED CONDITIONS		

1. All subdivision improvements (public or private roads, irrigation, and drainage swales/basins) and amenities shall be bonded or completed prior to the Board of County Commissioners' signature on the final plat.
    a. Construction plans/drawings shall be submitted per CCZO Section 07-17-11. Construction plans/drawings are to be reviewed and approved by the County Engineer prior to construction beginning.
2. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
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9. The final plan shall include a common area to be used to provide a safe bus stop spacing for school pickup/drop-off.
10. A road user's maintenance agreement for the private road shall be provided with the application for the final plat.

Date Reviewed	Reviewer
4/21/2025	**D. Lister**
5/21/2025	Dalia Alnajjar

Engineering Notes

1. **No mention** of stormwater retention ponds or regional detention facilities — this needs to be clarified. If infiltration is the only method, soil permeability and backup capacity should be evaluated.
2. The developer should provide **long- and short-term stormwater protection plans** (especially during construction).
3. Final plat should include **CC&R references** outlining stormwater facility maintenance responsibility.
4. **Add notes for minimum separation distances** between water/sewer lines and other utilities, and between water lines and stormwater ditches.
5. **Sheet 04 & 05:** Existing irrigation lines and ditches are not clearly delineated. There may be shared irrigation facilities for the adjacent farmland, but these aren't clearly noted.
6. No irrigation water delivery system (pressurized lines, pumps, boxes) is shown for the lots.

Recommendations:

1. Provide irrigation district approval and detail any irrigation delivery system if required.
2. Plat should note irrigation easements and responsibilities.
3. Confirm whether lots will be irrigated individually or through a shared HOA system.

7. Cross-section indicates standard width and **roadside swales**, but may need engineering certification for **slopes and drainage (some areas >10% slope).**

Exhibit C.5

8. **No indication of** road maintenance agreement or HOA responsibility on the plat.
9. **Confirm** emergency access route **per fire district requirements** — only two access points are shown: Emmett Rd and a stub road at the northeast. Provide confirmation from the Highway District (CHD4) regarding access spacing and traffic impacts.
10. Final Plat Conditions:
    - All subdivision improvements must be bonded or completed prior to BOCC signature.
    - Construction drawings must be reviewed/approved by the County Engineer before any work begins.
    - A Road User's Maintenance Agreement (RUMA) and irrigation maintenance agreement must be included with the final plat.

Planning Notes

- The divisions creating R34445012B, 012A, 012A2, and 012A1 were not created by land division approval. Therefore, all four parcels need to be included on the plat.
- If not served by city water, a community water system is recommended.
- A road user's maintenance agreement (RUMA) is required at the time of final plat. The private road stubs to Parcel R34450. Make sure the RUMA includes the parcel.
- Fix all items in red in the above list.

EXHIBIT D

Agency Comments Received by May 26, 2026

-

Planning & Zoning Commission

Case# SD2025-0002

Hearing date: June 4, 2026

Dan Lister

From: Anthony Lee <[redacted]>
Sent: Friday, April 25, 2025 7:25 AM
To: Dan Lister
Subject: [External] RE: Agency Notice for SD2025-0002 / Quail Run Acres Heights

Hi Dan,

Request for the questions below.

1.) Will a Nutrient Pathogen Study be required? **A Nutrient Pathogen Study was approved on 09/30/2024.**
2.) Will adequate sanitary systems be provided to accommodate the use? **Test holes were conducted on 09/23/2024. Septic systems have been proposed for each lot.**
3.) Any concerns about the request? If so, are there any conditions or improvements recommended? **SWDH does not have concerns with the request as proposed.**

A Subdivision Engineering Report (SER) was approved on 12/16/2024.

Please let me know if you have any questions.

Thank you,

SOUTHWEST DISTRICT HEALTH

Check out our new online self-service portal here! PORTAL

Anthony Lee, RS/BS | Land Development Senior
[redacted] | SWDH.org
13307 Miami Ln., Caldwell, ID 83607

From: Caitlin Ross <[redacted]>
Sent: Wednesday, April 23, 2025 9:01 AM
To: [redacted]

Dan Lister

From: Marc Gee <[redacted]>
Sent: Tuesday, May 26, 2026 12:44 PM
To: Dan Lister
Subject: [External] Updated Response for SD2025-0002
Attachments: MSD 134 Response--SD2025-0002 (UPDATED).docx

Dan,
Attached is an updated response for Case SD2025-0002. It has two updates, one regarding our new elementary school and one that includes a meeting with the developers.
--

Marc C. Gee
Superintendent
Middleton School District #134
[redacted]

NOTICE: THIS ELECTRONIC MESSAGE TRANSMISSION CONTAINS INFORMATION WHICH MAY BE CONFIDENTIAL OR PRIVILEGED. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL(S) OR ENTITY(IES) NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE BE AWARE THAT ANY DISCLOSURE, COPYING, DISTRIBUTION, OR USE OF THE CONTENTS OF THIS INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS ELECTRONIC TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER AND DELETE THE COPY YOU RECEIVED.

THIS EMAIL AND ANY ATTACHMENTS MAY BE SUBJECT TO PUBLIC DISCLOSURE UNDER APPLICABLE PUBLIC RECORD LAWS.

Middleton School District #134

Every Child Learning Every Day

Middleton School District #134 Canyon County--Public Hearing Notice Response

General Response for New Development

Middleton School District has experienced significant growth in its student population over the past 5 years. Currently, Middleton School District has 2 of our 3 elementary schools over capacity. Heights Elementary is at 145% of capacity with five portable units totaling 10 classrooms. Mill Creek Elementary is at 112% of capacity with 6 portable classroom units totaling 12 classrooms. Purple Sage Elementary has not reached capacity as a school, though a few grade levels are over capacity. We are nearing capacity but have not superseded at this point at our high school (94%) and middle school (85%). As it stands now there is an immediate need for additional facilities in our school district, primarily in the elementary grades

We have completed a demographic study performed for our school district boundaries, and data suggests that for every new home, we could expect between 0.5 and 0.7 (with an average of .569) students to come to our schools. That is the factor/rate we use to make our projection of student impact for each development.

(Updated 5-25-26) Since completing this letter in September 2025, the district has secured funding for a new elementary school that will be built near the intersection of Kingsbury Road and State Highway 44. This school will be built in two phases, with the first phase planned for a capacity of approximately 400 students. Funding is currently secured only for the first phase. We are in the design phase, and completion of the facility may range anywhere from the Fall of 2027 to the Fall of 2028. We anticipate that when students are redistributed among the four elementary schools, each school will be under capacity.

Case No. SD2025-0002

Students living in the subdivision as planned would be in the attendance zone for Purple Sage Elementary School, Middleton Middle School, and Middleton High School. With the 30 proposed lots, we anticipate that approximately 15-21 K-12 students will need educational services provided by our district.

In addition to the increase in student population and its impact on facilities, busing would be provided for elementary and middle school students. As such, it would be important that the developer include plans for appropriate spacing for bus stops for elementary and middle school students. Typically, buses do not enter subdivisions. As such, safe routes to planned stops would be an important consideration. We would also ask that consideration be taken for a collaboration between the developer and the district for a signaled crosswalk between the proposed development and Middleton High School.

(Updated 5-25-26) Since submitting this letter the school district has met with developers specifically about the potential crosswalk between the development and Middleton High School. We have agreed to have discussions with HD4 to identify what options are available and recommendations they would give depending on the types of commercial properties that end up occupying the eastern border.

As a school district, we would ask that the Canyon County Planning and Zoning Commission take these factors into consideration as you make your decision. Any questions regarding this response should be directed to Marc Gee at the contact information shared below.



_____ May 19th, 2025 .

Marc C. Gee, Superintendent Date

Middleton School District Office: 5 S. Viking Ave, Middleton, ID 83644 Phone: [redacted]

Marc C. Gee, Superintendent *Lisa Pennington, Asst. Superintendent* *Alicia Krantz, Business Manager*

[redacted] [redacted] [redacted]

HIGHWAY DISTRICT No.4
15435 HIGHWAY 44
CALDWELL, IDAHO 83607
[redacted]

BOARD APPROVED OPTION 4

March 25, 2026 (LJR)

RE: HD4 Board of Commissioners
Pheasant Heights Subdivision
Preliminary Plat—Amended

Leonard Riccio

Digitally signed by Leonard Riccio
DN: O=Highway District No. 4, CN= Leonard Riccio, E=lriccio@hwydistrict4.org
Reason: I am the author of this document
Location:
Date: 2026.03.26 14:33:48-06'00'
Foxit PDF Reader Version: 2023.2.0

Staff reviewed the preliminary plat for Pheasant Heights Subdivision. Plans reviewed were signed by Teller Bard, P.E. with stamp date 3/3/2026 and consists of 5 pages.

The subdivision is contiguous to Middleton City Limits and located between the Willis and 9th Street roundabouts on the west side of Emmett Road directly across from Middleton High School. The parcels are more specifically located in the East ½ of the NE Quarter of Section 2 within the Township 4 North and Range 3 West. The Canyon County parcels affected by the request are R34445012B0, R34445012A2, and R34445012A approximately 46.98 acres. See attached vicinity maps for further information.

General
The subject property fronts Emmett Road. Emmett Road is classified as a principal arterial road and is the subdivision's sole road for public access. The properties are contiguous to Middleton City Limits. HD4 requested comments from Middleton City during the preliminary plat and traffic impact study reviews. Middleton City made comments on the TIS but had no comments on the preliminary plat. The City confirmed their comments were adequately addressed in the TIS dated 2/23/26.

Background
Parcels R34445012A and R34445012A2 were rezoned R1 single family residential in 2011 and parcel R34445012B0 was rezoned C1 neighborhood commercial in about 2019. HD4 comments on those rezones are attached. Those letters identified access restrictions, frontage improvements, and right-of-way dedication, which the proposed preliminary plat addressed.

In 2022 those parcels plus parcel R34445012A1 (7.08 acres) sought a development application with Middleton City. That development consisted solely of 147 residential lots. No commercial lots were proposed. Total gross acreage density was 2.70 du/acre. Total daily trips generated were 1,386 vehicles per day. The City of Middleton denied the request.

The present-day subdivision request is in Canyon County. The development consists of 30 residential lots on 39.76 acres with gross acreage density of 0.75 DU/acre and 2 commercial lots on 6.37 acres. The residential use will generate 283 vehicles per day while the commercial uses are expected to generate 3,369 vehicles per day for a combined total of 3,652 vehicles per day.

Access
Pheasant Heights Subdivision only road frontage is Emmett Road. The Applicant proposed a private road approach generally in the middle of the Willis and 9th Street roundabouts. This

approach is to be a right-in-right-out (RIRO). The RIRO approach will work well for indirect left outs given the close proximity of the two roundabouts. Construction of the RIRO will be made by extending the present-day center median across the entire frontage of the property. The median extension will only affect Pheasant Heights as the High School's approaches to Emmett are already RIRO.

Frontage Improvements

HD4 maintenance will be limited to Emmett Road as all interior roads are private. The development is proposing to widen Emmett Road consistent with policy, two southbound lanes, center median, and a right turn taper to allow right turn movements into the subdivision. Sidewalk will extend from the Willis/Highway 44 roundabout and connect to the sidewalk improvements from Faisan Pointe Subdivision. This will provide continuous sidewalk on the west side of Emmett between the Willis and 9th Street roundabouts.

All irrigation and new storm drainage facilities to be located outside of the ROW. The applicant's preliminary plat addresses all applicable frontage improvements. Please see the plat for further details.

Transportation Impacts

The project consists of 30 single-family lots and 2 commercial lots. These new uses will generate 3,652 daily trips with 107 AM peak hour trips and 287 PM peak hour trips. The traffic study by Focus Engineering and Surveying LLC dated 2/23/26 is acceptable for reference for Pheasant Heights Subdivision. Multiple intersections were analyzed and included. The following intersections with Emmett were studied: Willis, 9th Street, Highway 44, main approach, and the following intersection with Hartley were also included: Willis and 9th Street.

Per HD4 standards the TIS reviews present day conditions, conditions at buildout (projected at 2029), and horizon year conditions which are 5 years after buildout (2034).

Two intersections were identified to fall below acceptable levels of service according to the jurisdictions' policies—Emmett/Highway 44 and Hartley/Willis intersections. The table below shows in red the year and peak hour of the worst turning movements that exceed the minimum threshold as based upon the jurisdictions' policies:

	2025		2029		2029		2029		2034		2034		2034	
	Existing		Background		Total		Residential Only		Background		Total		Residential Only	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Emmett Road and Highway 44	C	C	D	D	D	E	D	D	E	**F**	**F**	**F**	E	**F**
Hartley Lane and Willis Road	C	B	**E**	C	**E**	C	**E**	C	**F**	**E**	**F**	**E**	**F**	**E**

Hartley/Willis Intersection

Background traffic causes the Hartley/Willis intersection to significantly exceed capacity. 2029 background traffic shows NBL at 42.7 seconds in the AM but with 2034 background traffic NBL delay is 1,289 seconds in the AM. With or without the subdivision, there is simply no available capacity in the intersection. HD4 staff emailed the City about this intersection and City staff indicated this intersection was identified for a future roundabout and the City is actively collecting pro-rata fees from surrounding development.

Emmett/Highway 44 Intersection

While the significant increase in delay at the Hartley/Willis intersection is from background traffic, Pheasant Heights Subdivision causes a measurable impact at Emmett/Highway 44.

At the Emmett/Highway 44 intersection, the total subdivision trips (commercial + residential) are 53 AM and 144 PM peak hour trips, with 11 AM and 14 PM peak hour trips from the residential. As a result, 87% of all the new trips at the Emmett/Highway 44 intersection are from the commercial use. The impacts from these new trips are made more apparent by the resulting increase in delay at the intersection.

Delay at the Emmett/Highway 44 intersection is made worse by Pheasant Heights Subdivision particularly from the commercial portion of the development. Background delay in the PM is 55.9 seconds, residential delay is 58.2 seconds, while the total subdivision (residential + commercial) delay is 105.1 seconds. Delay from the entirety of the subdivision is increased 88% while the residential portion of the development increases delay by 4%. The table below shows this information in further detail

2029 Buildout Year PM								
	Delay (Seconds)							
	AM				PM			
Highway 44 & Emmett	SBL	LOS	SBR	LOS	SBL	LOS	SBR	LOS
2029 Background	25.3	D	21.3	C	30.5	D	19	C
2029 Res Only	25.7	D	21.7	C	31.2	D	19.2	C
2029 Total (Res + Commercial)	27.7	D	22.6	C	42.4	E	22.5	C

2034 Horizon Year PM								
	Delay (Seconds)							
	AM				PM			
Highway 44 & Emmett	SBL	LOS	SBR	LOS	SBL	LOS	SBR	LOS
2034 Background	40	E	45.5	E	55.9	**F**	31.4	D
2034 Res Only	41.1	E	47.8	E	58.2	**F**	32.1	D
2034 Total (Res + Commercial)	46.4	E	52.3	**F**	105.1	**F**	44.2	E

As a reminder, impact fees can only be collected for local road approaches onto the State system. Furthermore, collected impact fees cannot be used for existing deficiencies. At time of the model runs the Emmett/Highway 44 intersection was shown to be an existing deficiency. As a result, this intersection improvement is not eligible for impact fees and funding of the future signal is to come from other means.

Staff Recommendations

In light of the more significant impacts generated from the commercial portion of the development staff has prepared two options for the Board to consider.

Option 1:

HD4 staff recommends approving the Pheasant Heights Subdivision preliminary plat dated 3/3/26 with the following conditions:

1. Prior to final plat signature:
    a. Emmett/Highway 44 traffic signal to be constructed by others; or,
    b. Traffic signal constructed by Pheasant Heights Subdivision. If Pheasant Heights Subdivision constructs traffic signal, HD4 can consider a latecomer's agreement to reimburse developer for a portion of the traffic signal expense. The applicant's proportionate share of 6.1% is not eligible for reimbursement.
2. All other platting and improvement requirements to be in accordance with the current edition of the Highway Standards and Development Procedures Manual

Option 1 recognizes that the intersection fails in 2034 and warrants a traffic signal for mitigation. Requiring construction of the signal prior to final plat could force this developer and others to collaborate and jointly improve the Emmett/Highway 44 intersection using private funds.

Option 2:

HD4 staff recommends approving the Pheasant Heights Subdivision preliminary plat dated 3/3/26 with the following conditions:

1. Prior to improvement drawing submittal applicant to identify a minimum of two phases on the preliminary plat, a residential phase and a commercial phase. The first phase is responsible for all the Emmett Road frontage improvements. Staff to review and approve the applicant's phase plan is compliant with this condition.
2. Prior to final plat signature of the commercial phase:
    a. Emmett/Highway 44 traffic signal to be constructed by others; or,
    b. Traffic signal constructed by Pheasant Heights Subdivision. If Pheasant Heights Subdivision constructs traffic signal, HD4 can consider a latecomer's agreement to reimburse developer for a portion of the traffic signal expense. The applicant's proportionate share of 6.1% is not eligible for reimbursement.
3. All other platting and improvement requirements to be in accordance with the current edition of the Highway Standards and Development Procedures Manual

The traffic impact study's residential-only scenario indicates that adding 30 homes would increase delay at the Emmett/Highway 44 intersection by 2 seconds in 2034. In comparison, when the full project (including the commercial component) is factored in, delay rises by 50 seconds, resulting in a total delay of 108 seconds attributable to the commercial portion. The delay increase from the commercial properties could pose safety concerns when compared to the impact of the residential properties.

Consequently, Option 2 proposes phasing the development: it requires a traffic signal at the Emmett/Highway 44 intersection and ties approval of the commercial phase to either install the signal or wait for another party to do so. This approach allows the less impactful residential portion (30 lots) to proceed through the development process independently.

Please note that if the Commissioners approve Option 2, it is likely to increase development pressure along the Emmett Road corridor. This could lead to additional smaller subdivision proposals seeking to use the intersection's remaining capacity, potentially triggering the need for a traffic signal sooner than 2034. Staff are aware of at least one other potential project,

Summergrass Subdivision (previously planned for about 31 lots), that may pursue development if Option 2 is approved.

Option 3:

HD4 staff recommends approving the Pheasant Heights Subdivision preliminary plat dated 3/3/26 with the following conditions:

1. Prior to final plat signature:
    a. Applicant to provide information as required by staff to assess traffic mitigation improvements of the Highway 44/Emmett intersection.
        i. This includes but not limited to a re-analysis of traffic mitigation at the intersection plus memo from the applicant's traffic engineer
    b. Applicant provides their proportionate share (6.1%) of intersection improvements for the Emmett/Highway 44 intersection.
2. Add note on plat, "Commercial access permits are required for commercial Lots 32 and 33 of Block 1. Permittee to provide a traffic impact study. Traffic impact study to analyze the impact of the proposed use at the Emmett/Highway 44 intersection. Intersection mitigation of the Highway 44/Emmett intersection may be required."
3. All other platting and improvement requirements to be in accordance with the current edition of the Highway Standards and Development Procedures Manual

Per the applicant's traffic impact study, proposed traffic mitigation was, "to construct a traffic signal at the Emmett Road/Highway 44 and add an additional lane eastbound and westbound along Highway 44."

After the 3/11/26 Board meeting, HD4 staff revisited the intersection mitigation comments with the engineering firm and requested for them to analyze the intersection as configured today with only a signal—no additional through lanes. The engineer indicated by phone the intersection could operate acceptably in that configuration. At time of writing this report, staff do not have a memo nor analysis that confirms that direction. Applicant to provide report from traffic engineer. Once this information is available staff can begin discussion with ITD on the proposed traffic mitigation.

This option allows the developer to move forward with their entitlements with Canyon County but defers ITD approval and construction estimate of the intersection mitigation to final plat. As a result, the developer will not know the dollar figure that their 6.1% proportionate share represents until final plat.

Please know, the expected traffic demand from the commercial lots will likely require a traffic impact study to accompany the permittee's commercial access permit. The final plat note sets expectations for this requirement.

Option 4:

HD4 staff recommends approving the Pheasant Heights Subdivision preliminary plat dated 3/3/26 with the following conditions:

1. Prior to improvement drawing submittal:
    a. Applicant to provide information as required by staff to reassess traffic mitigation improvements at the Highway 44/Emmett intersection.
        i. This includes but not limited to traffic analysis reports of a 3x3 signalized intersection and a memo from the traffic engineer with recommendation.
2. Prior to final plat signature:
    a. Applicant provides cash deposit for their proportionate share (6.1%) of intersection improvements for the Emmett/Highway 44 intersection. Per the capital improvement plan, the Emmett/Highway 44 intersection improvement is $647,000.00 @ 6.1%=**$39,467.**
    b. Add note on plat, "Commercial access permits are required for commercial Lots 32 and 33 of Block 1. Permittee to provide a traffic impact study. Traffic impact study to analyze the impact of the proposed use at the Emmett/Highway 44 intersection. Intersection mitigation of the Highway 44/Emmett and/or improvements intersection may be required."
3. All other platting and improvement requirements to be in accordance with the current edition of the Highway Standards and Development Procedures Manual

Vicinity Map

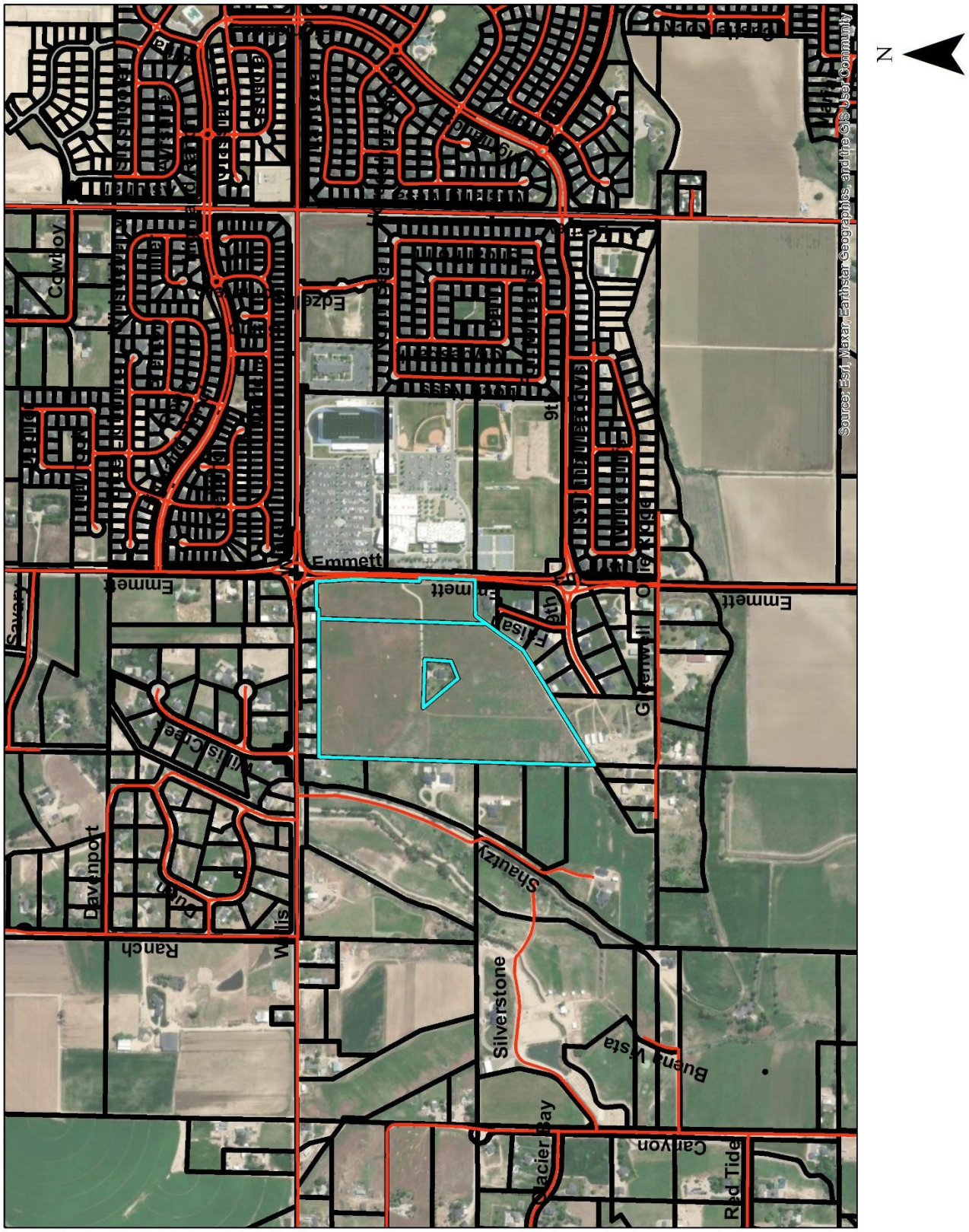


Exhibit D.3

Vicinity Map



Exhibit D.3

Preliminary Plat

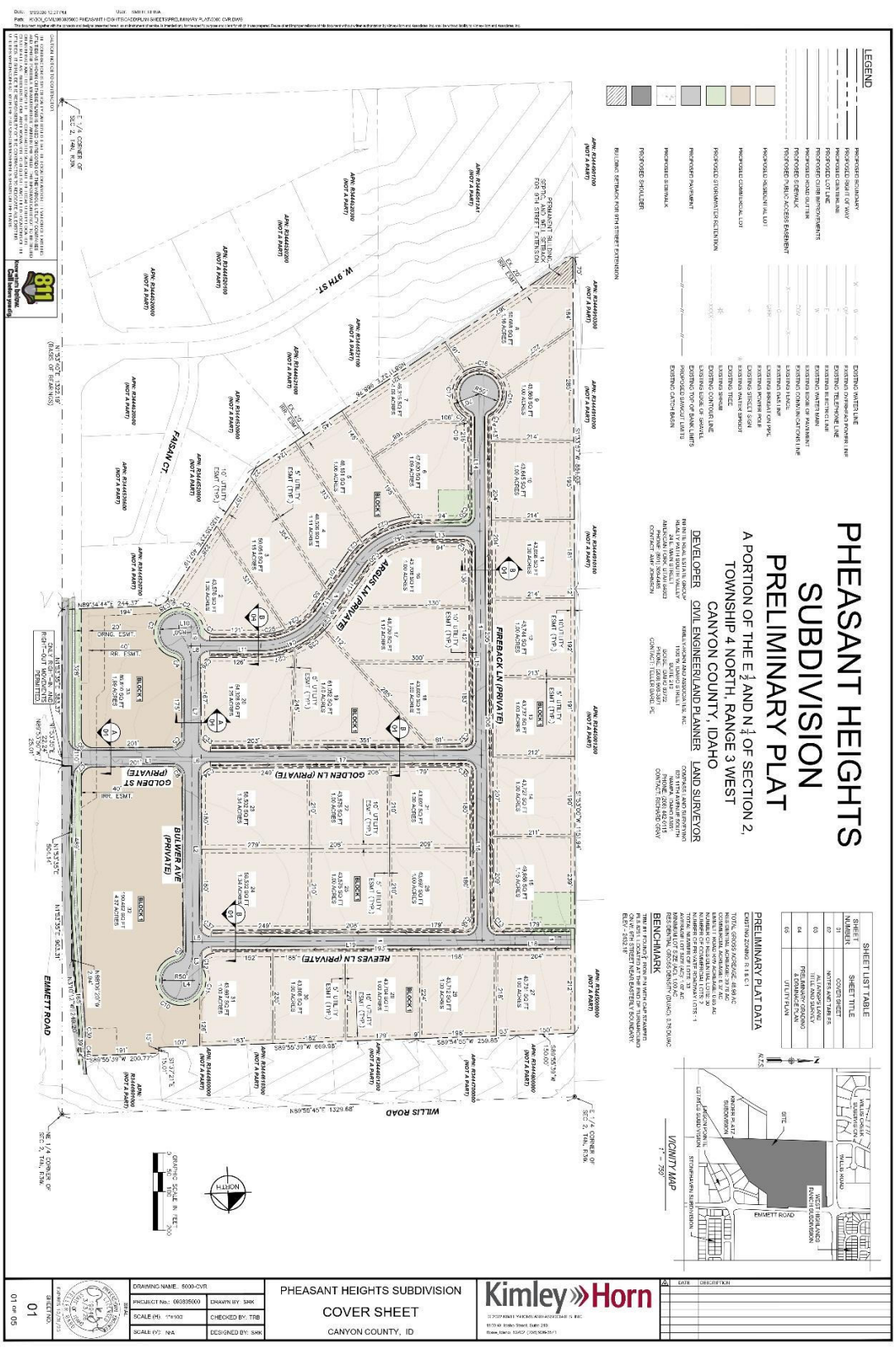


Exhibit D.3

PRELIMINARY PLAT NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CANYON COUNTY STANDARDS FOR THE APPLICABLE ZONE.
2. DEVELOPMENT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF CANYON COUNTY IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE MOST RECENTLY APPROVED SUBDIVISION STANDARDS OF CANYON COUNTY AT THE TIME OF THE RE-SUBDIVISION.
4. STORM WATER RUNOFF SHALL BE CONTAINED ONSITE BY MEANS OF DRAINAGE SWALES AND RETENTION FACILITIES.
5. THE HOMEOWNERS ASSOCIATION, UNDERLYING PROPERTY OWNER, OR ADJACENT PROPERTY OWNER IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES OUTSIDE OF THE PUBLIC RIGHT-OF-WAY, INCLUDING ALL ROUTINE AND HEAVY MAINTENANCE.
6. INDIVIDUAL PRIVATE WELLS WILL BE INSTALLED.
7. INDIVIDUAL SEPTIC SYSTEMS WILL BE INSTALLED.
8. INDIVIDUAL PRESSURE IRRIGATION SERVICES WILL BE PROVIDED TO EACH LOT.
9. THIS SUBDIVISION WILL RECEIVE PRESSURE IRRIGATION FROM THE C.E. 18.1 OWNED AND MAINTAINED BY BLACK CANYON IRRIGATION DISTRICT.
10. THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR IT PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
11. THERE ARE NO KNOWN FLOOD PLAINS OR FLOODWAYS LOCATED AT THIS PROJECT SITE.
12. THE BOTTOM ELEVATION OF BUILDING FOOTINGS SHALL BE SET A MINIMUM OF 12 INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUNDWATER ELEVATION.
13. DIRECT RESIDENTIAL ACCESS TO EMMETT ROAD IS PROHIBITED.
14. THE DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIOR PUBLIC, BY ANY CHANGED CONDITIONS ON OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ON (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
15. A STORMWATER POLLUTION PREVENTION PLAN AND REPORT IS R3EQUIRED PRIOR TO CONSTRUCTION PERMIT ISSUANCE.
16. PRIVATE AND PUBLIC POTABLE AND NON-POTABLE WATERLINES MUST ADHERE TO IDAPA 58.01.08 SEPARATION REQUIREMENTS.
17. ONLY RIGHT-IN AND RIGHT-OUT MOVEMENTS PERMITTED AT THE INTERSECTION OF GOLDEN ST AND EMMETT ROAD.

LOT AREA TABLE

LOT NUMBER	BLOCK NUMBER	LOT AREA (SF)	LOT AREA (AC)
1	BLOCK 1	325,623	7.48
2	BLOCK 1	43,578	1.00
3	BLOCK 1	50,054	1.15
4	BLOCK 1	48,506	1.11
5	BLOCK 1	46,151	1.06
6	BLOCK 1	47,620	1.09
7	BLOCK 1	46,315	1.06
8	BLOCK 1	50,688	1.16
9	BLOCK 1	43,589	1.00
10	BLOCK 1	43,645	1.00
11	BLOCK 1	43,658	1.00
12	BLOCK 1	43,744	1.00
13	BLOCK 1	43,737	1.00
14	BLOCK 1	43,727	1.00
15	BLOCK 1	49,958	1.15
16	BLOCK 1	43,708	1.00
17	BLOCK 1	48,730	1.12
18	BLOCK 1	43,609	1.00
19	BLOCK 1	61,052	1.40
20	BLOCK 1	54,328	1.25
21	BLOCK 1	43,897	1.00
22	BLOCK 1	43,575	1.00
23	BLOCK 1	58,502	1.34
24	BLOCK 1	58,502	1.34
25	BLOCK 1	43,575	1.00
26	BLOCK 1	43,897	1.00
27	BLOCK 1	43,731	1.00
28	BLOCK 1	43,712	1.00
29	BLOCK 1	43,704	1.00
30	BLOCK 1	43,608	1.00
31	BLOCK 1	43,667	1.00
32	BLOCK 1	190,462	4.37
33	BLOCK 1	86,810	1.99

LINE TABLE

LINE	LENGTH	BEARING
L1	335.96	S88°24'53.66"E
L2	480.00	N1°35'06.33"E
L3	100.00	N1°35'06.33"E
L4	31.00	S88°24'53.67"E
L5	25.00	N88°24'53.66"W
L6	25.00	S88°24'53.67"E
L7	287.36	N1°35'06.33"E
L8	25.00	N88°24'53.66"W
L9	49.35	N1°35'06.33"E
L10	31.00	N88°24'53.67"W
L11	181.18	S88°24'53.66"E
L12	155.71	N37°09'23.69"E
L13	153.88	S88°24'53.66"E
L14	356.21	S1°35'06.34"W
L15	581.32	S1°35'06.34"W
L16	480.00	S1°35'06.34"W
L17	726.00	S88°24'53.66"E
L18	239.30	S88°24'53.66"E
L19	726.00	S88°24'53.66"E

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	30.00'	39.14'	S51°02'16"E	36.42'	74°45'15"	22.92'
C2	65.00'	104.78'	S59°49'49"E	93.78'	92°20'20"	67.71'
C3	65.00'	167.65'	N0°06'34"E	124.90'	147°46'55"	225.07'
C4	30.00'	39.46'	N36°05'54"W	36.68'	75°22'00"	23.17'
C5	30.00'	47.12'	N46°34'54"E	42.42'	90°00'00"	30.00'
C6	30.00'	47.29'	S43°15'39"E	42.54'	90°18'29"	30.16'
C7	30.00'	46.96'	S46°44'21"W	42.31'	89°41'31"	29.84'
C8	30.00'	47.12'	N43°24'54"W	42.43'	90°00'00"	30.00'
C9	20.00'	28.11'	N41°50'42"E	25.85'	80°31'11"	16.94'
C10	65.00'	247.45'	N26°57'19"W	122.87'	218°07'13"	-188.13'
C11	65.00'	76.35'	S10°20'03"W	72.04'	67°18'02"	43.27'
C12	30.00'	60.18'	S34°08'04"W	50.58'	114°54'04"	47.00'
C13	30.00'	47.12'	S43°24'54"E	42.43'	90°00'00"	30.00'
C14	30.00'	27.82'	S28°09'01"W	26.83'	53°07'48"	15.00'
C15	70.00'	107.40'	S10°45'47"W	97.17'	87°54'15"	67.49'
C16	70.00'	108.27'	S77°29'54"E	97.79'	88°37'08"	68.33'
C17	70.00'	134.07'	N3°19'25"E	114.50'	109°44'14"	99.48'
C18	30.00'	19.05'	N33°21'03"W	18.73'	36°23'18"	9.86'
C19	30.00'	8.77'	N6°47'09"W	8.73'	16°44'30"	4.41'
C20	30.00'	47.12'	N46°35'06"E	42.43'	90°00'00"	30.00'
C21	230.00'	15.91'	N89°38'12"E	15.91'	3°57'48"	7.96'
C22	230.00'	150.21'	N68°54'46"E	147.55'	37°25'05"	77.89'
C23	230.00'	52.38'	N43°40'49"E	52.26'	13°02'50"	26.30'
C24	170.00'	95.75'	N53°17'33"E	94.49'	32°16'18"	49.18'
C25	170.00'	65.74'	N80°30'24"E	65.33'	22°09'24"	33.29'
C26	30.00'	47.12'	S46°35'07"W	42.43'	89°59'59"	30.00'
C27	230.00'	90.35'	S80°19'55"W	89.77'	22°30'22"	45.76'
C28	230.00'	93.66'	S57°24'45"W	93.02'	23°19'58"	47.49'
C29	230.00'	34.48'	S41°27'06"W	34.45'	8°35'23"	17.27'
C30	170.00'	161.49'	S64°22'15"W	155.49'	54°25'43"	87.42'
C31	30.00'	47.12'	N43°24'54"W	42.43'	90°00'00"	30.00'
C32	30.00'	47.12'	N46°35'06"E	42.43'	90°00'00"	30.00'
C33	30.00'	47.12'	S43°24'54"E	42.43'	90°00'00"	30.00'
C34	30.00'	47.12'	N46°35'06"E	42.43'	90°00'00"	30.00'
C35	30.00'	47.12'	S43°24'54"E	42.43'	90°00'00"	30.00'
C36	30.00'	47.12'	S46°35'06"W	42.43'	90°00'00"	30.00'
C37	30.00'	47.12'	N43°24'54"W	42.43'	90°00'00"	30.00'
C38	39.25'	36.98'	N62°35'03"E	35.63'	53°59'20"	19.99'
C39	116.00'	11.61'	N1°05'43"E	11.61'	5°44'13"	5.81'
C40	84.00'	9.32'	N0°47'06"E	9.32'	6°21'25"	4.66'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C41	200.00'	189.99'	N64°22'15"E	182.93'	54°25'43"	102.85'
C42	200.00'	189.99'	N64°22'15"E	182.93'	54°25'43"	102.85'

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

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

Kimley»Horn

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1100 W. Idaho Street, Suite 210
Boise, Idaho 83702 (208) 908-3871

PHEASANT HEIGHTS SUBDIVISION
NOTES AND TABLES
CANYON COUNTY, ID

DRAWING NAME.: 5000-CVR
PROJECT No.: 093835000
DRAWN BY: SRK
SCALE (H): N/A
CHECKED BY: TRB
SCALE (V): N/A
DESIGNED BY: SRK

SEAL
PROFESSIONAL ENGINEER LICENSED 19946 3/3/26 STATE OF IDAHO TELLER BARD
EXPIRES 10/31/26

SHEET NO.
02
02 OF 05

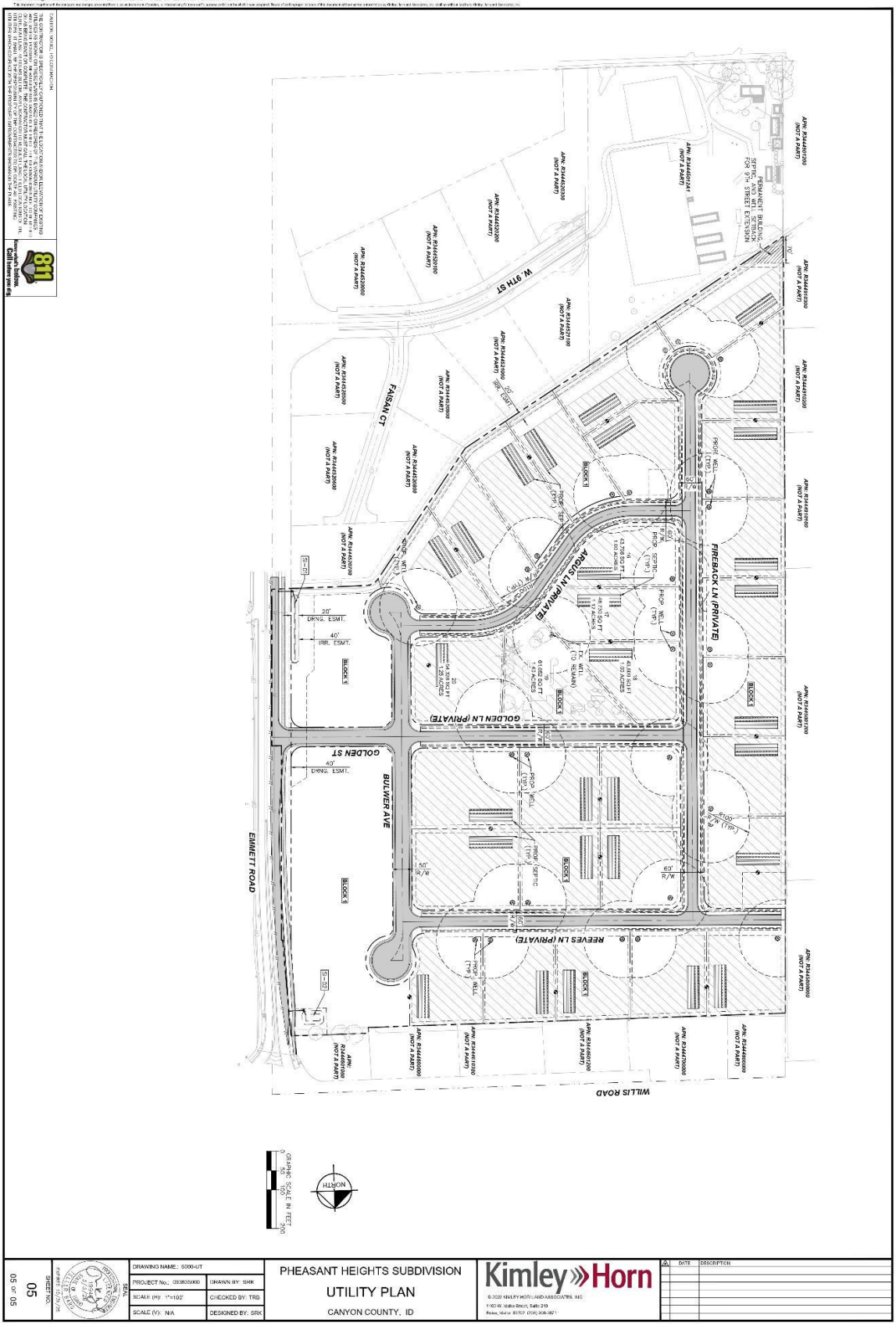
Exhibit D.3

ALTA/NSPS LAND TITLE SURVEY
Woodbridge Pacific Group, LLC
A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 2
T. 4 N., R. 3 W., B.M., CANYON COUNTY, IDAHO
UTILITY & EASEMENTS SHEET
Willis Road (Public)
Emmett Road (Public)
West 9th Street (Public)
Faisan Court (Private)
BASIS OF BEARINGS
N 01°53'40" E 1322.18'
BASIS OF BEARINGS:
N 01°53'40" E ALONG THE EAST LINE OF THE SE 1/4 OF THE NE 1/4
OF SECTION 2 PER SURVEY INSTRUMENT 201101690
VICINITY MAP
LEGEND
SURVEYOR'S CERTIFICATION
SIGNIFICANT OBSERVATIONS
FOR REFERENCE ONLY
PHEASANT HEIGHTS SUBDIVISION
EXISTING CONDITIONS
(ALTA NSPS SURVEY)
CANYON COUNTY, ID
Kimley»Horn
DRAWING NAME: 5000.DC
PROJECT No: 093853000
SCALE (H): 1"=100'
SCALE (V): N/A
DRAWN BY: SRK
CHECKED BY: TRS
DESIGNED BY: SRK
SHEET NO: 03
03 OF 05

Exhibit D.3

GENERAL NOTES
1. ALL OBSTRUCTIONS AND RIGHT-OF-WAY ENCROACHMENTS ARE TO BE REMOVED
PHEASANT HEIGHTS SUBDIVISION
PRELIMINARY GRADING & DRAINAGE PLAN
CANYON COUNTY, ID
Kimley»Horn
DRAWING NAME: 0000-PC
PROJECT No.: 083835000
SCALE (H): 1"=100'
SCALE (V): N/A
DRAWN BY: SHK
CHECKED BY: TRS
DESIGNED BY: SRK
SHEET NO. 04
04 OF 05
DATE
DESCRIPTION
FAISAN CT.
W. 9TH ST.
ARGUS LN (PRIVATE)
FIREBACK LN (PRIVATE)
GOLDEN LN (PRIVATE)
GOLDEN ST (PRIVATE)
BULWER AVE (PRIVATE)
REEVES LN (PRIVATE)
EMMETT ROAD
WILLIS ROAD
NORTH

Exhibit D.3



DRAWING NAME: S000-UT		PHEASANT HEIGHTS SUBDIVISION	Kimley»Horn
PROJECT No.: 083835000	DRAWN BY: SRK	UTILITY PLAN	© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
SCALE (H): 1"=100'	CHECKED BY: TRS	CANYON COUNTY, ID	1100 W. Idaho Street, Suite 210
SCALE (V): N/A	DESIGNED BY: SRK		Boise, Idaho 83702 (208) 908-3871

DATE	DESCRIPTION

SHEET NO. 05 OF 05

Dan Lister

From: Niki Benyakhlef <[redacted]>
Sent: Thursday, May 1, 2025 8:46 AM
To: Dan Lister
Cc: Caitlin Ross
Subject: [External] RE: Agency Notice for SD2025-0002 / Quail Run Acres Heights

Hello Dan,

After a thorough review of the transmittal submitted to ITD on April 23, 2025, for SD2025-0002 / Quail Run Acres Heights, the Department has no comments or concerns at this time. The proposed development does not meet the thresholds for a Traffic Impact Study (TIS); therefore, minimal impacts to the state transportation system are anticipated.

Thank you,

Niki Benyakhlef
Development Services Coordinator

District 3 Development Services
[redacted]

From: Caitlin Ross <[redacted]>
Sent: Wednesday, April 23, 2025 9:01 AM
To: [redacted]
Subject: Agency Notice for SD2025-0002 / Quail Run Acres Heights

Dan Lister

From: Kendra Conder <[redacted]>
Sent: Thursday, April 2, 2026 8:51 AM
To: Dan Lister
Cc: Connor Gray
Subject: [External] Pheasant Heights

Hi Dan,

I owe Connor and Focus Engineering a staff report for Pheasant Heights, which I will be able to provide next week. In the meantime, I did want to let you know that ITD will not have any requirements for this development. The staff report will mention our support for Middleton to collect proportionate share for the signal at 44 & Emmett Road, but that's it.

Kendra Conder
District 3 | Development Services Coordinator
Idaho Transportation Department
[redacted]



Dan Lister

From: Roberta Stewart <[redacted]>
Sent: Thursday, June 13, 2024 2:36 PM
To: Dan Lister; Debbie Root; Jay Gibbons
Cc: [redacted]; Amy Woodruff; Lenny Riccio; Chris Hopper
Subject: [External] Street Standard for Pheasant Heights Subdivision near Middleton (Emmett Road)
Attachments: Middleton 3 lane urban Street section.pdf; Middleton local street section.pdf

Hello Canyon County Planners: I'm not sure who is managing the new Pheasant Heights subdivision in Canyon County (located near Middleton High School at Emmett & Willis). Please forward this email to that planner for consideration.

The applicant's engineer, Scott Kampfen of Kimley-Horn, just called and said that the County asked them to contact the City regarding whose road section should be applied in the subdivision. The City would prefer the City's local road section be applied for internal roads and the City's 3-lane arterial be applied for Emmett Road frontage. See diagrams attached.

When Pheasant Heights was a City project that would have connected through Phaison Point County sub, we had a hard time reconfiguring Phaison Point to match City standards. We actually had to force the Pheasant Heights developer to retrofit the Phaison point right of way to add sidewalks and limit the borrow ditch. Additionally, the large borrow ditch swales in Phaison point could have potentially had a detrimental effect on our MS4 permit.

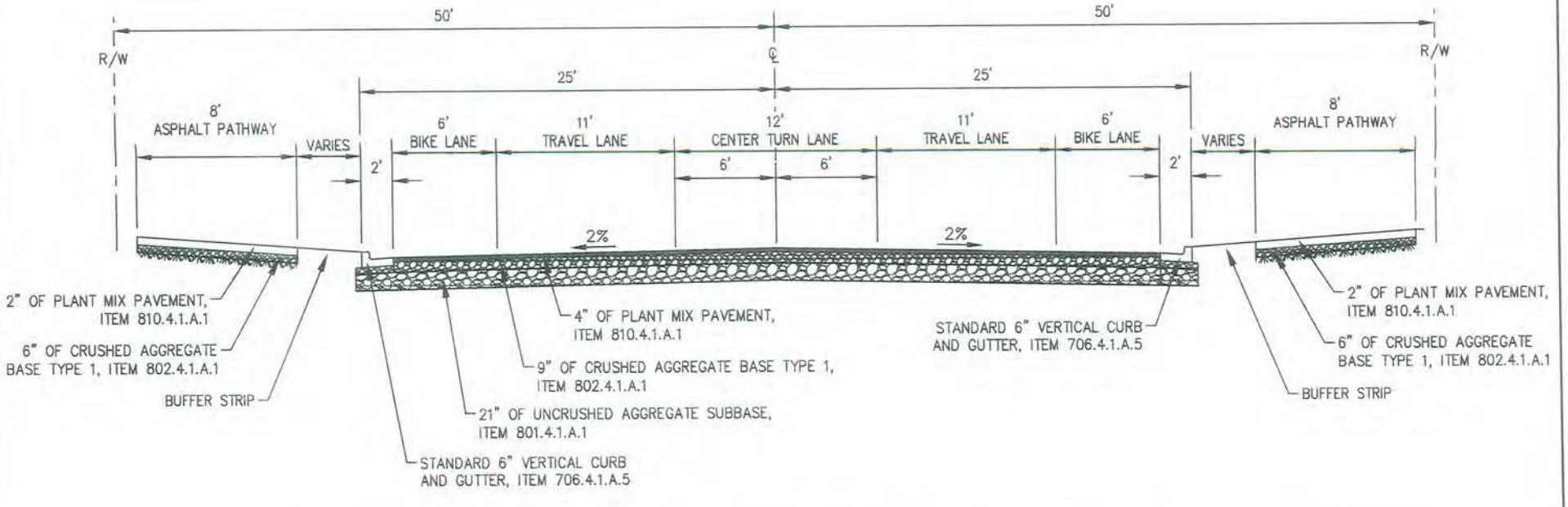
Because the new Pheasant Heights county subdivision is directly adjacent to City limits, it would be optimum to have the street standards match Middleton standards for the sake of uniformity, attractiveness and future annexation. thanks for considering our request.

Roberta L. Stewart

PLANNING & ZONING OFFICIAL
City of Middleton, Planning & Zoning
1103 W. Main St.
P.O. Box 487
Middleton, ID 83644

[redacted]

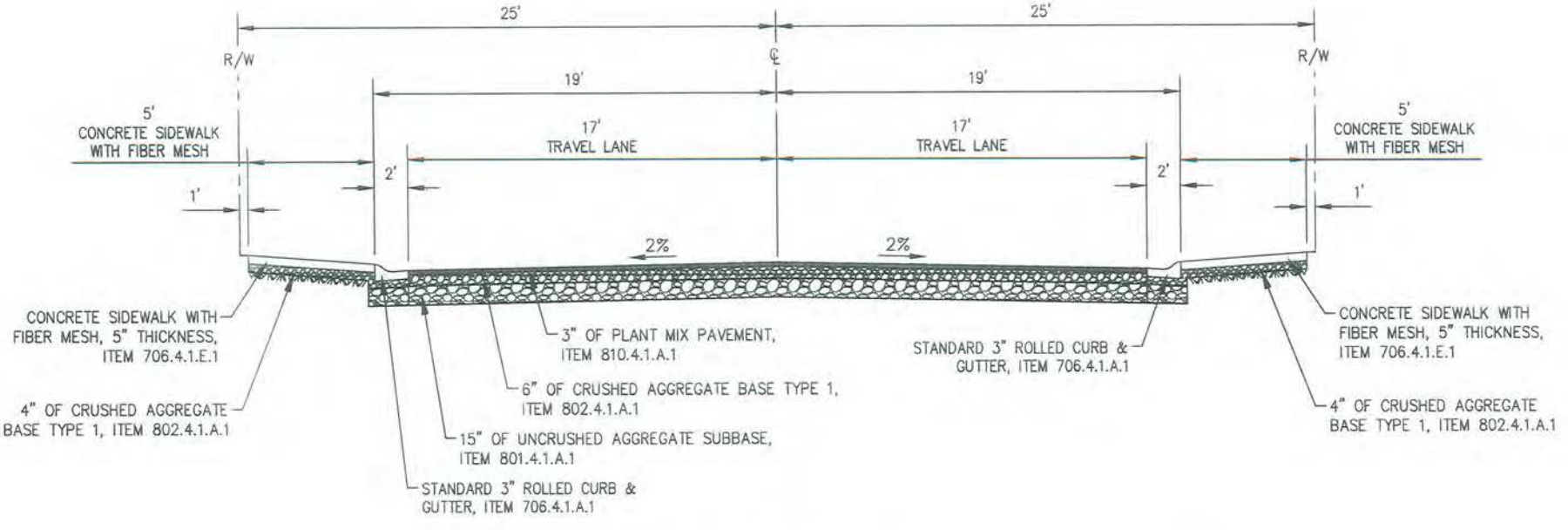
[redacted]



City of Middleton
Three-Lane Urban Roadway Typical Section - 50' Half Width ROW

NOT TO SCALE

Exhibit D.5



City of Middleton
Local Roadway Typical Section - 25' Half Width ROW

NOT TO SCALE

Exhibit D.5

Dan Lister

From: Connor Gray <[redacted]>
Sent: Tuesday, May 26, 2026 7:33 AM
To: Dan Lister
Cc: Carl Anderson
Subject: [External] Pheasant Heights P&Z Hearing Materials
Attachments: Ltr_2025.09.24_PheasantHeights_SUB25_18_DIQ_.pdf

Good morning Dan,

I hope you had a great Memorial Day weekend.

I wanted to follow up regarding the voicemail I left last week. I imagine you have been extremely busy, so no worries at all on the delayed response.

I will have my presentation sent over later this morning. Other than that, I wanted to check in to see if there is anything else you may need from me prior to the hearing.

The remaining outstanding items I am currently aware of involve the comments from the Middleton School District, the City of Middleton, and Black Canyon Irrigation District.

Middleton School District:
We had a very productive conversation with Superintendent Gee a couple of weeks ago regarding coordination on what he identified as his primary concern being pedestrian crossings and student safety in the area. Specifically, we discussed potential solutions involving either a crossing light at the roundabout or a more direct crossing from the high school area.

We are committed to continuing coordination with the School District to work toward a solution prior to significant residential buildout. At this stage, the biggest hurdle is understanding what HD4 will ultimately want to see, and I anticipate much of that determination will not occur until the future commercial access permit process moves forward and an end user for the commercial component is identified. I currently have a call in with HD4 to begin those discussions.

Superintendent Gee indicated that he intended to update his letter to reflect the coordination efforts that have occurred between the parties.

City of Middleton:
Regarding the City's comments, we understand their preference that the residential portion of the project follow City street standards. However, we have already agreed to implement City-standard improvements along the commercial frontage to help create a smooth transition area. Within the residential component itself, we do not believe local road standards are necessary given that the roads will remain private and are intentionally designed to reflect the rural character of the development.

This approach is also generally consistent with other rural subdivision approvals within the County that received similar comments from the City but were ultimately approved.

Black Canyon Irrigation District:
As I imagine you are aware, the Irrigation District has experienced some internal staffing and organizational changes recently, which appears to have contributed to delays and some confusion during the review process.

That said, I have requested an updated letter from the District reflecting that we have completed the level of review they require at the preliminary plat stage. I also spoke with RH2 last week to confirm that we have satisfied the items needed at this stage, with the more detailed review to occur during final plat and construction document review.

I am hopeful the District will provide an updated letter reflecting that status. In the meantime, I will also attach the September 2025 letter documenting completion of the preliminary review process in case that was not previously included in your file.

With those items addressed, I am not aware of any additional outstanding issues at this time. However, if there is anything further you need from me prior to the hearing that think would be good to address, please let me know and I will get it over as soon as possible. As we have said before, our intent is to make sure we have your recommendation of approval within the staff report so please let me know if anything has changed.

I will be available throughout the rest of the day, so feel free to give me a call if that is easier.

Thank you, Dan.

Connor

Connor Gray
Principal
AG Land & Development



RH2 ENGINEERING
Nampa
16150 N High Desert Street, Suite 201
Nampa, ID 83687
[redacted]

September 24, 2025

Mr. Mike Meyers
District Manager
Black Canyon Irrigation District
PO Box 226
Notus, ID 83656

Sent via: *Email*

Subject: **Development Intake Quotation (DIQ) for SUB25-18 Pheasant Heights**

Dear Mr. Meyers:

RH2 Engineering, Inc., (RH2) has received the Black Canyon Irrigation District's (District's) request to review preliminary plat design documents prepared by Kimley-Horn, for the Pheasant Heights project.

RH2 has received the following initial documents:

- Agency Packet SD2025-0002 (previously Quail Run Acres) dated April 23, 2025 (A response was submitted to the County on May 13, 2025).
- Project Application Form dated September 9, 2025.
- Pheasant Heights Preliminary Plat dated June 27, 2025.

RH2 met with the applicant on September 22, 2025.

The above documents provided by the Developer have been preliminarily reviewed by Black Canyon Irrigation District staff and RH2. In order to move forward with additional review, the Developer will need to provide funding in advance for this effort. An estimate has been created for the assumed review items for this Development and is attached to this letter. District policy does not allow District funds (including staff time) to be utilized for developments. All review fees will need to be paid in advance.

RH2 strives to provide an initial review of development packages within 4 weeks of a complete submittal; however, it should be understood by the Developer that the District nor RH2 can make a guarantee to meet a specific deadline, due to the nature and size of the development and current workload.

WASHINGTON LOCATIONS
Bellingham
Bellevue
Bothell (Corporate)
East Wenatchee
Richland
Tacoma

OREGON LOCATIONS
Medford
Portland

IDAHO LOCATIONS
Nampa

Review fees are estimated based on the size of the proposed development, existence of plans for future development phases, completeness and clarity of plans, responsiveness in plan document revisions to review comments, etc. Plan reviews are broken down into systems, namely: Easements, Utility Conflicts, Ownership, Irrigation Design and Legal if applicable. Additional fees may be required for larger or more complex designs.

The initial plan intake fee reflects the costs for one pre-plan meeting, a site review, document intake and review, review cost estimate and letter, and includes effort to determine whether the submittal is complete and in accordance with the District Standards.

Supporting documents will be reviewed separately and cross referenced with design elements to ensure cohesiveness of the design.

The attached breakdown of costs has been used to develop the Fee Estimate for review of the proposed development project. RH2 intends to only review up to the amount deposited with the District as estimated in the Fee Estimate. RH2 will try to notify the Developer when funds have been expended, however in some instances this notification is delayed due to flow of the work or deadlines required. By providing this DIQ payment (consent), the Developer is accepting responsibility for all fees required to complete the development process. If funds are not utilized during the project review, they will be returned to the Developer (except for the initial intake non-refundable fee checked on the intake form) or used for future construction review phases.

The submittal of incomplete packages, changes in design, unknown or unforeseen infrastructure issues may cause the Developer to incur additional review fees.

Construction observation fee estimate is required to be paid in full to the District prior to District providing "Notice to Proceed" for the proposed irrigation improvements.

If you have any questions regarding this review proposal, please call me at [redacted] or via email at [redacted]. Thank you for the opportunity to assist you with this project.

Sincerely,

RH2 ENGINEERING, INC.

Don Popoff, PE

Nampa Office Manager

cc: Connor Gray- AG Land & Development
Carl Anderson – AG Land & Development

Attachments: Development Review Fee Schedule
Development Review Tracking Sheet

Black Canyon Irrigation District

Development Review Fee Schedule Estimate

BCID PROJECT NO: SUB25-18 Pheasant Heights

Base fee estimate is:

Item	Base Fee	Complexity Adder	Total Review Cost	Notes
Initial Intake & Preliminary Review of Plan Documents	*$1,000*	*N/A*	*$1,000*	*Paid to District (not included in total below)*
Irrigation Layout Review	$2,500	N/A	$2,500	Verify flow is not disturbed / Verify each lot has irrigation / Verify road crossings are per District standards.
Irrigation Piping Design	$3,000	N/A	$3,000	Relocation of canal along Emmett Rd / Provide design flowrate / Verify pipe sizing.
Stormwater / Drain Review	$1,000	N/A	$1,000	Review adequate sizing of retention ponds applicant expressed use for pump station overflow.
Correspondence and Review	$2,000	N/A	$2,000	Coordination with plat reviews and comments / Canyon County / Bureau of Reclamation / Highway District.
Access / Easements	$1,000	N/A	$1,000	Review that all easements are shown / no encroachments / facility fencing / variance requests.
Legal	N/A	N/A	N/A	No legal assumed by District.
Mapping	$1,500	N/A	$1,500	Update District mapping with easement and water accounting information.
Subtotal	$11,000	N/A	$11,000	
District Administration Fee 25%			$2,750	
Development Review Total Fee Estimate			**$13,750**	
Parcel Division Fee ($106 per newly created parcel)			To be finalized and invoiced at time of final plat	
Construction Inspection Total Fee Estimate (Typically 5% of construction costs)			**$10,000**	

Note: Rates shown are not indicative of actual costs.

- Please make all payments out to BCID, 474 Elgin Ave., Notus ID 83656
- Please reference your development number in all correspondence and payments
- Payment by credit card can be received, however a fee will be applied.

Applicant Signature: _____ Date: _____

By signing the attached estimate, the applicant agrees to pay all fees and legal expenses required for their project's development review, including this estimate.

Please sign and REMIT this sheet with payment.

Black Canyon Irrigation District Development Review Process *(rev 8.1.2023)*

Project Name: Pheasant Heights

Developer/Developer's Agent: Ag Land & Development LLC

Number of Lots: 32

BCID Project Number: 25-18

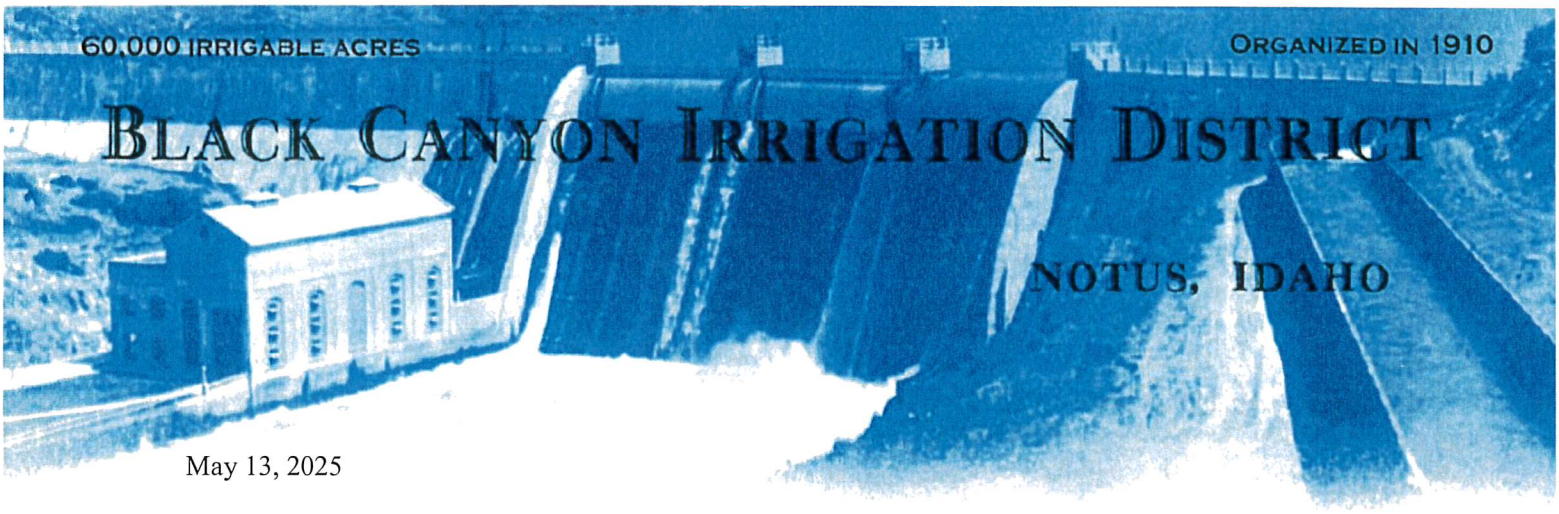
Email: [redacted]

Jurisdiction: Canyon County

Phone: 208-954-7285

Note: This form is a general outline used for internal review. Deviations may need to occur due to the nature of the project. The District reserves the right to make changes to this form at any time.

	STEP	DEVELOPER ACTIVITY	START	BCID ACTIVITY	NOTES
P & Z	0	**Developer provides Planning and Zoning Notice:** ☐ Annexation ☑ Preliminary Plat ☐ Rezoning ☐ Development Agreement	Date Received: 4/23/25	RH2 to respond with letter outlining initial comments.	RH2 provided Agency Response 5/13/2025 for Quail Run Acres. Originally Pheasant Heights Sub23-35, then Quail Run Acres Sub24-48. Due to development name issues, project moving forward as Pheasant Heights Sub 25-18.
APPLICATION PROCESS	1A	**Initial inquiry for District review of:** ☑ New Development - Parcel Change (Subdivision / Short Plat / Other) ☐ Irrigation Water Allotment Transfer ☐ Infrastructure Relocation ☐ Crossing of Facilities ☐ Building Permit Review / Single Lot Split ☐ Utility Service Crossing ☐ New Turnout Request ☐ Other Work	Inquiry Date: 9/9/25	Direct Developer to visit BCID website to fill out **Intake Sheet Form**.	BCID Developer Intake Sheet Form
	1B	**Developer submits Intake Sheet + Fee:** ☑ Fee Paid ☑ Proposal Submitted ☑ BCID assigns project number and opens billing account	Date Submitted: 9/15/25	RH2/BCID reviews Intake sheet; BCID Accepts fee; BCID Assigns project number to the application.	BCID Opens Billing Account for Development.
	2A	RH2 to contact Developer to set up pre-DIQ meeting (Meetings are currently Monday afternoons):	Meeting Date: 9/22/25	DIQ Letter Due: 10/6/25	Goal to provide letter within ***2 weeks*** after meeting.
	2B	Meeting / Site Visit / Review	✔	Identify any issues/impacts on BCID System. Provide likely permitting processes required. Review steps for approval.	
	3	RH2 to provide **Development Intake Quotation** (DIQ) to developer.	Date Sent: 9/24/25	Provide letter with brief description of identified issues, estimate of expected review costs, and link to most recent revision of Standard Details and Developer agreement.	BCID to provide Plans Checklist / Standard Developer Agreement (see separate document) to Developer.
DESIGN REVIEW	4	Developer submits full Development Review Estimate Amount	Date Fee Received:	BCID Provides NTP to RH2.	RH2 Initiates Billing Task with BCID Billing Number.
	5A	Developer submits Pre-plat for District review and comment.	Date Provided:	Comments Due:	Goal to provide comments within ***4 weeks*** of receiving preplat.
	5B	Initial review comments on preplat are provided to Developer.	Date Sent:	RH2 Response to District/Developer required.	
	6R1	Developer submits stamped/signed engineering plans electronically or engineering report/study detailing proposal.	Date Received:		
	6R2	Developer re-submits documentation with revisions based on District's comments (if needed)	Date Received:		
	7	Developer submits easement documents if necessary for review. -Warranty Deeds -Legal Description(s) (stamped by a licensed surveyor in The State of Idaho) -Exhibit(s) (stamped by a licensed surveyor in The State of Idaho) -Shapefiles or CAD files for easements are provided to BCID electronically	Date Received:		
	8	RH2 to provide letter to BCID stating that drawings are acceptable and all District documents have been received.	Date provided:	RH2 to provide letter approving construction plans - to be sent to BOR: 1.) Verify BCID is satisfied with Developer's revisions. 2.) All easements are provided. 3.) All shapefiles are provided for easements. 4.) Plans are approved.	If additional items remain outstanding, provide 2nd iteration of review comments to developer.
	9	Developer to submit application for License Agreement to Bureau of Reclamation with approval letter and approved plans (with stamp).	Date Submitted:		Date of letter submitted to BOR **must** match date of signed plans. Don't submit early it won't save time.
	10	BOR license agreement is provided to the developer for signature from BOR. Developer executes and returns to Bureau.	Date Received:		
	11	BCID receives license agreement from BOR. Executes License agreement / returns to BOR.	Date Received:		
	12	County/City is provided notice that plans are approved and license agreement is in place from BCID.	Date Received:		
CONSTRUCTION	13	Construction observation fee estimate paid by Developer.	Date Paid:	BCID provides confirmation of check receipt to RH2.	
	14	**Pre-Construction Meeting - necessary documents:** ☐ Schedule	Meeting Date:	Pre-Construction Meeting.	
	15	Developer (Contractor) to provide material submittals for Review by the District or RH2.	Initial Submittal:	RH2/BCID to provide review of submittals in accordance with project plans, contract requirements, and standard plans.	
	16	Developer to ensure construction of development in accordance with approved plans, contract documents, and standard details.	Begin Construction:	RH2/BCID to provide inspection of irrigation component installation. Maintain tracking spreadsheet to verify items identified during plan and submittal review are adhered to. Inspection of pressure testing and verification of other operational measures.	
	17	Developer requests review for completion of project to District.	Request Submitted:	District reviews and creates punch list for completion.	
	18	Punch list.	Date Provided:	District sends letter to Developer with final items for closeout.	
	19	Final walk through.	Scheduled Date:	District to provide any last comments.	
PROJECT CLOSE OUT	20	Developer to provide Parcels/Lots/Easements in CAD or GIS format.	Date Received:		Needed to begin water accounting.
	21	Developer submits final plat for review and approval.	Plat Submitted:	RH2/BCID to provide review of plat.	
	22	Initial water accounting is performed.	Date:	RH2 creates water accounting map.	
	23	Water accounting invoice (Parcel Split Fee).	Date Sent: Date Paid:	RH2/BCID communication with Developer on use for excess water.	
	24	Property ownership/legal right to move water is provided by developer (Warranty Deed).	Date Received:		
	25	District to prepare accounts for new plat parcels.	Date:	BCID creates water accounts; BCID updates water record mapping; RH2/BCID updates Tap Book.	
	26	**Developer provides as-builts to District (CAD, hard copy, pdf, models, etc.):** ☐ Electronic As-builts 24" x 36" - PDF ☐ Electronic Pipe Network ☐ Electronic CAD Plan and Profile	Date Received:	RH2 files As-builts / AutoCAD Pipe Network; RH2 updates mapping (Developer billed).	
	27	RH2 Updates GIS mapping files (preps for bi-annual revisions)	Date Completed:		
	28	Verify Developer paid all fees.	Date Confirmed:	Verify all bills have been paid prior to District Manager providing final plat approval.	
	29	District / RH2 provides letter to County and developer for plat approval. RH2 to provide Completion Letter to the BCID.	Date Sent:		



May 13, 2025

Canyon County Development Services Department
111 North 11th Ave. Suite 140
Caldwell, ID 83605
(208) 454-7458

RE: Preliminary Plat Approval for Quail Run Acres Subdivision
Case Number: SD2025-0002
Applicant: Ag Land & Development LLC
Property Owner: Infinite Real Estates Group
Planner: Daniel Lister

The property is located at 23854 Emmett Road, Caldwell, ID (Parcels R34445012A, A2, A1, and B). According to existing records, the parcel is within the Black Canyon Irrigation District (District) service boundary and receives water from the District.

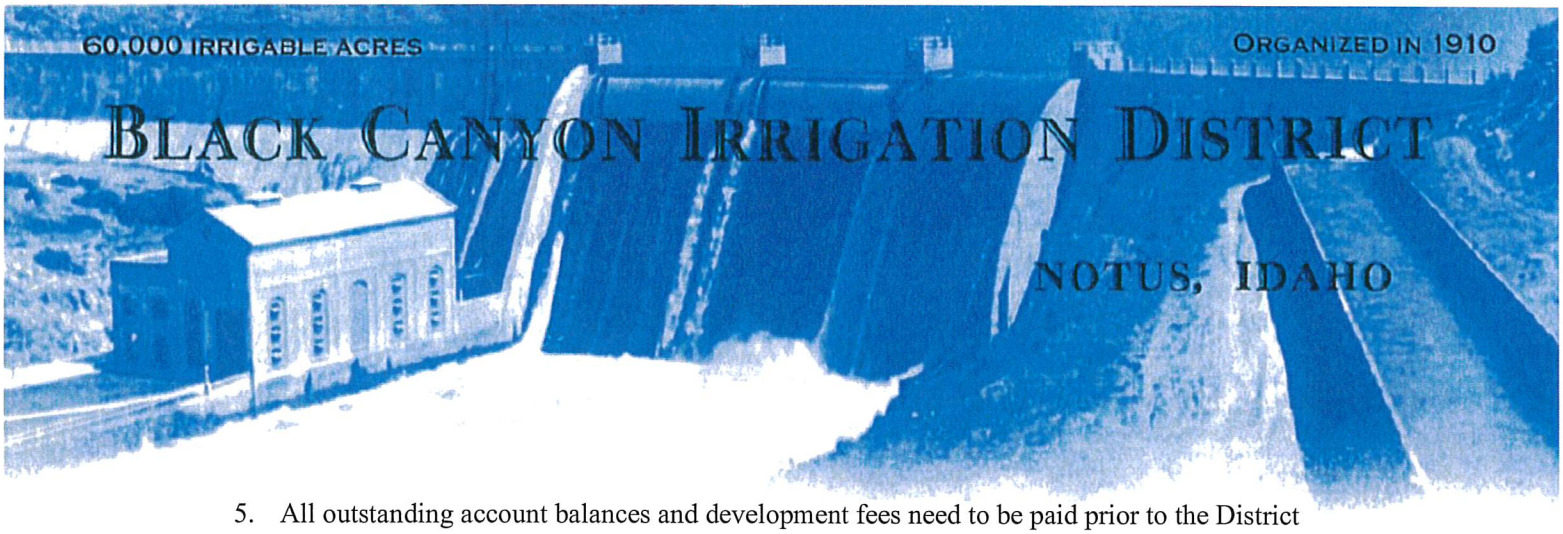
The District has the following initial comments.

*****Prior to District concurrence of the Preliminary Plat Approval:**

1. Before the District can begin reviewing the Quail Run Acres Subdivision (formerly known as Pheasant Heights Subdivision) the Pheasant Heights outstanding development balance needs to be paid. A letter regarding the outstanding balance was sent to the applicant on December 5, 2024. Once this balance is paid in full and the applicant has completed the New Project Application found on the District's website (https://blackcanyonirrigation.com/development), the District will proceed with the review of the Quail Run Acres Subdivision development.

*****Prior to District concurrence of the Final Plat Approval:**

1. Construction drawings, signed by a licensed Engineer in the State of Idaho, will need to be submitted and approved by the District.
2. A standalone, recorded easement will be required for any irrigation lateral that is located within the property boundary. The District will provide the easement language. The Developer will be required to provide the easement description and exhibit signed by a professional surveyor, licensed in the state of Idaho.
3. According to existing records, the parcel receives irrigation water from the District via the C.E.18.1 lateral. Since this property has surface irrigation water attached to it, an irrigation system with an adequate overflow needs to be installed to ensure the delivery of irrigation water to each lot and/or parcel of land entitled to receive irrigation water.
4. Per Black Canyon Irrigation District Policy, there will be a fee allocated for each individual parcel created within a new subdivision. This fee covers the District's administrative processing costs for reviewing historical water rights and creating new accounts associated with parcel splits and new lot creations.



5. All outstanding account balances and development fees need to be paid prior to the District providing concurrence for the Final Plat Approval.

General Comments:

1. If the Applicant intends to relocate the C.E. 18.1 Lateral, the District will require that the C.E. 18.1 lateral and all other laterals affected by this proposed land change be piped and structures built to ensure the delivery of irrigation water to our patrons.
2. All new residential subdivisions shall install 12-foot-wide all-weather access roads within the District's facility easement/right-of-way boundary.
3. Fencing is recommended along the District's easement/right-of-way boundaries located within the proposed subdivision.
4. Runoff and drainage from the proposed land splits should be addressed as well to ensure downstream users are not adversely affected by the proposed land use changes.
5. **Any and all maintenance road right-of ways, lateral right-of ways and drainage right-of ways** will need to be protected (including the restriction of all encroachments and including any proposed overlapping rights of ways). Also, any crossing agreement(s) and/or piping agreement(s) will need to be acquired from the Bureau of Reclamation (Reclamation), once approved by the District, to cross over or under any existing lateral, pipe any lateral or encroach in any way the right-of ways of the District or Reclamation.

The District is requesting that all the above requirements be satisfactorily addressed, including any others that arise during future reviews, prior to providing District concurrence.

Thank You,

Mike Meyers
District Manager
Black Canyon Irrigation District

Dan Lister

From: Tony Almeida
Sent: Tuesday, July 22, 2025 8:57 AM
To: Dan Lister
Subject: RE: Pheasant Heights Sub. (formerly Quail Run Acres) SD2025-0002: 2nd Review

Subdivision and road names are good.

Tony

From: Dan Lister
Sent: Monday, July 21, 2025 3:33 PM
To: Dalia Alnajjar <[redacted]>
Cc: Tony Almeida <[redacted]>
Subject: Pheasant Heights Sub. (formerly Quail Run Acres) SD2025-0002: 2nd Review

Dalia,

Please review the 2nd review of SD2025-0002. The updated preliminary plat can be found here. Once your review is completed, I'll update the name of the file in the O drive to the new plat name. I've provided Tony (GIS) with the physical copy of the updated plat for review.

Please have your review completed by August 4, 2025.

Sincerely,

Dan Lister, Planning Supervisor
[redacted]

Development Services Department (DSD)
Public office hours
Monday, Tuesday, Thursday, and Friday
8 am – 5 pm
Wednesday
1 pm – 5 pm
**We will not be closed during lunch hour **

PUBLIC RECORD NOTICE: All communications transmitted within the Canyon County email system may be a public record and may be subject to disclosure under the Idaho Public Records Act and, as such, may be copied and reproduced by members of the public.

Dan Lister

From: GIS and Addressing Division
Sent: Tuesday, April 22, 2025 4:13 PM
To: Dan Lister
Subject: FW: [External] Re: New Road Name Verification

FYI.

Tony

From: Sage Huggins
Sent: Wednesday, January 29, 2025 3:16 PM
To: 'Connor Gray' <[redacted]>
Cc: GIS and Addressing Division <[redacted]>
Subject: RE: [External] Re: New Road Name Verification

Good Afternoon,

Thank you for sending this over. It looks like back in 2021 the proposed subdivision name this development had reserved was Pheasant Heights. Additionally there were numerous names reserved for the Pheasant Heights potential subdivision. Those reserved names are; Fireback (Ave), Satyr St, Reeves (St), Swinhoe Ave, Hoogerwerf St, Bulwer (St), Golden (St), Hume Ave, Mikado St, Argus (Ave).
Even though the street designation looks to have changed for some (Rd, Ln, Ave, etc.), the names still work as being reserved. With that in mind from your list all names are reserved for this development.

Reeves LN (Private) – Reserved 9/27/21
Golden LN (Private) - Reserved 9/27/21
Argus LN (Private) - Reserved 9/27/21
Fireback LN (Private) - Reserved 9/27/21
Bulwer Ave - Reserved 9/27/21
Golden St - Reserved 9/27/21

As for the subdivision name, it appears Quail Run is currently an active private road name. Our office does prefer to not have any duplicate naming for any roads/subdivision. Completely unique names allow for clear and quick location of properties for emergency services with little room for confusion on locating a site. We would highly encourage a different name to be proposed for the development. The prior proposed name “Pheasant Heights” subdivision was reserved back in 2021 and is available.

Please let me know if you have any questions,

Sage Huggins
GIS Analyst
Canyon County Development Services
[redacted]

From: Connor Gray <[redacted]>
Sent: Wednesday, January 29, 2025 12:03 PM

To: GIS and Addressing Division <[redacted]>
Subject: [External] Re: New Road Name Verification

On Wed, Jan 29, 2025 at 12:02 PM Connor Gray <[redacted]> wrote:

> Good afternoon,
>
> I am working as the project representative for the proposed subdivision located at Parcels: R34445012A2; R34445012B; R34445012A.
>
> We have submitted our application to Canyon County and are now looking to complete our private road name application. As per request from the County, we are proposing these listed private road and subdivision names:
>
> Quail Run Acres (Subdivision Name)
>
> Reeves LN (Private)
> Golden LN (Private)
> Argus LN (Private)
> Fireback LN (Private)
> Bulwer Ave
> Golden St
>
> You may have already been contacted by our engineering team (Kimley-Horn) regarding these names but I wanted to verify. I am also attaching the preliminary plat for your reference.
>
> Thank you,
>
> Connor
>
> --

Connor Gray
Principal
AG Land & Development
[redacted]

1445 N Orchard St
Boise, ID 83706 • [redacted]

Brad Little, Governor
Jess Byrne, Director

April 28, 2025

Daniel Lister, Assistant Planning Manager
111 North 11th Ave.
Ste. 310
Caldwell, Idaho, 83605
Daniel.Lister@canyoncounty.id.gov

Subject: Agency Notice for SD2025-0002 / Quail Run Acres Heights

Dear Mr. Lister:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: *https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/*.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), and trade waste burning (58.01.01.600-617).
- For new development projects, all property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.
- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.
- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

For questions, contact David Luft, Air Quality Manager, at [redacted].

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss the potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for planning development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at [redacted].

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: https://www.deq.idaho.gov/water-quality/drinking-water/. For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells are included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of groundwater resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for planning development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at ([redacted].

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Multi-Sector General Permit from DEQ may be required for facilities that have an allowable discharge of storm water or authorized non-storm water associated with the primary industrial activity and co-located industrial activity. For questions, contact James Craft, IPDES Compliance Supervisor, at [redacted].
- If this project is near a source of surface water, DEQ requests that projects incorporate the best construction management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call [redacted] for more information. Information is also available on the IDWR website at: https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call [redacted] for more information regarding permits.

  For questions, contact Lance Holloway, Surface Water Manager, at [redacted].

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards
- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material released to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

  For questions, contact Matthew Pabich, Waste & Remediation Manager, at [redacted].

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at [redacted].

Sincerely,



Troy Smith
Regional Administrator

EXHIBIT E

Public Comments Received by May 26, 2026

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Planning & Zoning Commission

Case# SD2025-0002

Hearing date: June 4, 2026

Dan Lister

From: Dan Crossley [redacted]
Sent: Wednesday, May 20, 2026 2:24 PM
To: Dan Lister
Subject: [External] Black Canyon Water for 13189 Willis Rd

To Whom it may concern,

My Name is Dan Crossley, I live at 13189 Willis Rd Caldwell ID.
I righting to address a concern I have with the proposed development case number: SD2025-0002
I need to inform the developer that I have an irrigation water right accessed at tap 18.1 33.
This tap is across from the High School on the west side of Emmett rd. at the property entrance. The cement ditch running along Emmett rd. heading north to the roundabout is my access ditch. My concern is to make sure that my water service and access is not interrupted. The developer needs to provide me with assurance and plan for permanent delivery of water to my property. The cement ditch will most likely be taken out, so how will the developer restore waterway?



Thank You
Dan Crossley
[redacted]

Dan Lister

From: todd spalding <[redacted]>
Sent: Tuesday, May 19, 2026 11:47 AM
To: Dan Lister
Subject: [External] SD2025-0002

Hi,

I am submitting my questions for this hearing as I will be out of town during the actual meeting.

What businesses are being proposed for the commercial space?

What will be done with the irrigation canal? Will it be left in place or bypassed/removed?

Will there be a bike path that continues along Emmett that connects to the existing?



Thanks,

Todd Spalding
23670 Faisan Ct
Caldwell, ID 83607
[redacted]

Sent from my iPhone