Board of County Commissioners
Hearing Date: September 2, 2026
Canyon County Development Services Department

PLANNING DIVISION ADDENDUM

CASE NUMBER:	**PH2016-61-MOD**
APPLICANT:	**Spencer Kofoed**
PROPERTY OWNER:	**Tradition Capital Partners, LLC and Austin Acres, LLC**
APPLICATION:	**Development Agreement Modification to amend condition No. 5.b for Property 1 and No. 3.b for Property 2 of DA 17-001 (instrument #2017-000927)**
LOCATION:	**17506 and 0 Goodson Rd., Caldwell Also referenced as Stadium Subdivision, including the entirety of Stadium Subdivision No. 2, Phase 1, and Parcels R37887100, R37887101, R37887103, and R37887102, (+/- 355 acres), a portion of Section 18, T5N, R3W, BM, Canyon, County, Idaho**
ANALYST:	**Karla Nelson, Principal Planner**
P&Z RECOMMENDATION:	**Denial**

SUMMARY:
The applicant, Spencer Kofoed, Tradition Capital Partners, LLC, requests an amendment to Development Agreement No. 17-001 (Instrument No. 2017-000927). The request is to amend Condition No. 5.b for Property 1 to reduce the maximum number of residential lots from 178 to 138, and No. 3.b for Property 2 to be amended, repealed and replaced to allow for a total of 14 residential lots instead of 3 residential lots with a minimum average lot size of two (2) acres in substantial conformance with the site plan (**Exhibit 3.A3**).

The Planning & Zoning Commission heard the case at a public hearing held on March 19, 2026. After deliberation, the Planning & Zoning Commission recommended denial of the request because they could not find a necessity for the request (**Exhibits 1 & 2**).

The Staff report packet dated March 19, 2026, and all supporting material are contained in **Exhibit 3**. The Planner PowerPoint presentation from the Planning and Zoning Commission hearing may be found in **Exhibit 4**. No additional agency or public comments were received for the subject public hearing. Additional supporting documentation provided by the applicant to be considered by the Board of County Commissioners may be found in **Exhibit 5**. Jay Gibbons with FEA Engineering was initially listed as the applicant representative for the request, but he is no longer involved with the project (**Exhibit 5.a**). The applicant PowerPoint and letter received for the subject hearing refer to a new community riding arena and suggest that Lot 14 could be utilized as a farm staging area to easily move equipment between the productive pivots. These amenities are not listed in the proposed Development Agreement Amendment and would need to be added to be binding (**Exhibit 3.A6 and Exhibit 5c**).

EXHIBITS:
1. **Planning & Zoning Commission FCOs Dated: March 19, 2026**
2. **Planning and Zoning Commission Minutes Signed: June 18, 2026**
3. **Staff Report Packet Dated March 19, 2026**
4. **Staff Planning and Zoning Commission Presentation Dated March 19, 2026**

5. **Additional Supporting Documents Received by August 24, 2026**
    a. **Applicant Communication August 2026**
    b. **Applicant PowerPoint Received August 21, 2026**
    c. **Applicant Updated Letter Received August 24, 2026**

EXHIBIT 1

P&Z Signed FCOs Dated: March 19, 2026

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Board of County Commissioners

Case# PH2016-61-MOD

Hearing Date: September 2, 2026

PLANNING AND ZONING COMMISSION
FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

In the matter of the application of:
Tradition Capital Partners, LLC and Austin Acres, LLC – PH2016-61-MOD

The Canyon County Planning and Zoning Commission considers the following:

1) Development Agreement Modification to amend condition No. 5.b for Property 1 and No. 3.b for Property 2 of DA 17-001 (Instrument No. 2017-000927).

2) The subject property is located at 17506 and 0 Goodson Rd., Caldwell, ID 83607, also referenced as Stadium Subdivision, including the entirety of Stadium Subdivision No. 2, Phase 1, and Parcels R37887100, R37887101, R37887103, and R37887102, a portion of Section 18, T5N, R3W, BM, 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 PH2016-61-MOD.

      1. All exhibits can be found in the case staff report dated March 19, 2026.

   B. DA No. 17-001 was recorded January 6, 2017, in conjunction with rezone application CPR2009-1 (**Staff Report Exhibit A.8**).

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 §07-06-01 (Initiation of Proceedings), CCCO §07-06-07(7) (Conditional Rezone Development Agreement Provisions), Idaho Code §67-6509 (Recommendation and Adoption, Amendment, and Repeal of the Plan), and §67-6519 (Application Granting Process).

   a. Notice of the public hearing was provided per CCCO §07-05-01 and Idaho Code §67-6509.

   b. **CCCO §07-06-07(7)F:** The presiding party shall review the particular facts and circumstances of the proposed development agreement modification. The presiding party shall apply the following standards when evaluating the proposed development agreement modification:

      A development agreement by a developer concerning the use or development of the subject parcel may be modified only by permission of the board after complying with the notice and hearing provisions of Idaho Code section 67-6509. The modification proposal must be in the form of a revised development agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

2. The commission has the authority to exercise powers granted to it by the Idaho Local Land Use and Planning Act ("LLUPA") and can establish its own ordinances regarding land use, including subdivision permits. *See* I.C. §67-6504, §67-6511.

3. The commission shall have those powers and perform those duties assigned by the board that are provided for in the local land use planning act, Idaho Code, title 67, chapter 65, and county ordinances. CCCO §07-03-01, 07-06-05.

4. The burden of persuasion is upon the applicant to prove that all criteria are satisfied. CCCO §07-05-03.

5. Idaho Code §67-6535(2) requires the following: The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record. The County's hearing procedures adopted per Idaho Code §67-6534 require that final decisions be in the form of written findings, conclusions, and orders. CCCO 07-05-03(1)(I).

The application, PH2016-61-MOD, was presented at a public hearing before the Canyon County Planning and Zoning Commission on March 19, 2016. 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:

Development Agreement Modification

Standards of Evaluation – (CCCO §07-06-07(7) F: The presiding party shall review the particular facts and circumstances of the proposed development agreement modification. The presiding party shall apply the following standards when evaluating the proposed development agreement modification:		
County Ordinance and Review		
Criteria Met?	**Code Section**	**Criteria**
No	**07-06-07(7)F**	**A development agreement by a developer concerning the use or development of the subject parcel may be modified only by permission of the board after complying with the notice and hearing provisions of Idaho Code section 67-6509. The modification proposal must be in the form of a revised development agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.**
Analysis	The Planning and Zoning Commission finds that the requirements of 07-06-07(7)F have not been fully met. **Notice and Hearing Provisions** The hearing for the proposed amendments was noticed as required under the provisions of Idaho Code 67-6509 and CCZO §07-05-01. **Revised Development Agreement** The applicant provided a revised Development Agreement (**Staff Report Exhibit A.6**) with the following proposed amendments: **Condition 5.b (Property 1)**: The conditions applicable to Property 1, Section 5.b, are proposed to be amended to reduce the maximum number of residential parcels from one hundred seventy-eight (178) to one hundred thirty-eight (138). Condition 5.b, as currently written in DA No. 17-001: *Property 1 shall be permitted a maximum of 178 residential parcels with a minimum average lot size of 1.25 acres. Other than the maximum residential lot count and minimum average lot size as noted above, the Subject Property shall be developed in accordance with the terms of this Development Agreement and the applicable Canyon County Code provisions for Rural Residential zoned land.* **Condition 3.b (Property 2):** The conditions applicable to Property 2, Section 3.b, are proposed to be amended, repealed, and replaced in their entirety to read as follows: *Property 2 shall be limited to up to 14 residential parcels, including the existing home. The minimum average lot size of the residential*	

parcels on Property 2 shall be two acres. The 14 residential parcels on Parcel 2 are to be located on Property 2 in substantial conformance with the Site Plan attached hereto as Exhibit C.

Condition 3.b, as currently written in DA No. 17-001: *The Property 2 shall [be] limited to up to two additional residential parcels or lots for a total of three residential parcels or lots, including the existing home.*

Necessity of the Request

A complete application was submitted that includes a revised Development Agreement and a letter of intent outlining the applicant's rationale for the requested amendment (**Staff Report Exhibits A.2 and A.6**). In the letter, the applicant states that the amendment is consistent with the original agreement because it locates residential lots on dry land and preserves land currently used for agricultural purposes. The applicant further contends that the proposed overall reduction in density is supported by surrounding property owners, as reflected in testimony from prior hearings. According to the applicant, an amendment to the Development Agreement is required for this reduction to be binding (**Staff Report Exhibit A.2**).

The applicant initially asserted that the requested modifications would result in a net reduction of 29 residential parcels across the entire property compared to Development Agreement No. 17-001 (**Staff Report Exhibit A.2**). However, while the agreement allows a maximum of 178 residential lots on Property 1, it does not guarantee that this number is feasible. The maximum lot count did not account for roadways or other necessary improvements, such as stormwater drainage, septic systems, wells, irrigation, or pathways. Given that Property 1 consists of approximately 222 acres with a minimum average lot size of 1.25 acres, the development of 178 lots would leave no land available for roads. As a result, construction of 178 lots on Property 1 is not physically feasible under the existing agreement. The maximum lot count also did not account for hillside development requirements (**Staff Report Exhibits B2.14 and B2.15**). The Preliminary Plat for Stadium Subdivision No. 2 (SD2020-0027), approved by the Board of County Commissioners on April 17, 2022, depicts 136 residential lots on Property 1 (**Staff Report Exhibit B3.8**). The approved preliminary plat allocates 22.57 acres for street right-of-way, 1.72 acres for common lots, and 197.5 acres for residential lots, resulting in an average lot size of 1.45 acres (**Staff Report Exhibit B3.8**). Because the preliminary plat includes roadways and other necessary infrastructure, it likely represents a more realistic estimate of buildout capacity under Development Agreement No. 17-001.

Additional comments from the applicant indicate that Horrocks Engineering conducted an analysis and concluded that, considering roads and topography, the property could accommodate 165 residential lots on Property 1 (**Staff Report Exhibits A10.1 and A10.3**). However, this 165-lot design was never submitted as a preliminary plat, and it is unclear whether the design would meet agency standards for septic systems, public roadways, drainage, required pathways, or other subdivision requirements. In addition, the 165-lot concept does not easily identify the average lot size, making it unclear whether it would meet the 1.25-acre minimum average lot size required by the development agreement on Property 1 (**Staff Report Exhibit A.8**). If the applicant were to submit a new preliminary plat depicting the 165-lot design and subsequently submit final plats for each phase, perhaps 165 lots could be developed on Property 1. However, until complete plans are reviewed by all applicable agencies, it is difficult to determine if a revised preliminary plat under the current agreement would result in more lots overall than the 152 proposed in the development agreement modification.

The applicant proposes 14 residential lots on Property 2, which was intended to accommodate only three (3) residential lots. Development on Property 2 was intentionally restricted to preserve agricultural land and open space, with additional development capacity instead directed to Property 1. The original proposals in 2007 and 2010 allowed for a maximum of 103 lots across the entire development. Without the Development Agreement, Rural Residential standards would allow for Property 1 to be subdivided into 111 residential lots without consideration for roads and other infrastructure. Through clustered development, Development Agreement No. 17-001 allowed approval of a preliminary plat containing 33 more lots on Property 1 than were originally approved for the entire development. Allowing additional development on Property 2 would diminish the intended benefits of the clustered development.

The applicant has stated that the proposed 14 residential lots on Property 2 would be limited to dryland areas and would preserve the existing irrigation pivots. The farmer currently managing the irrigated pivots and

	associated crop land has indicated that the proposed modification will not hinder agricultural operations (**Staff Report Exhibit E.1**). The applicant also notes that the previous owners of Property 2 farmed the land and intended to limit development in this area to three lots for family use (**Staff Report Exhibit A10.3**). Because those owners have since relocated, the applicant contends that the dryland area is better suited for residential development, and the proposed site plan for the modification will consolidate access on Property 2. The proposed modification will also allow the current renter of the farmhouse to purchase the property where they reside (**Staff Report Exhibit A10.3**). However, the Planning and Zoning Commission does not find these circumstances rise to the level of a necessity that would justify modification of the Development Agreement. Additional development rights were granted under the 2012 agreement and carried forward into the 2017 agreement with the understanding that Property 2 would remain primarily farmland and open space (**Staff Report Exhibits B3.5, B3.6, B3.7, and A.8**). Under the current Development Agreement, the applicant can replat Property 2 to sell off the existing farmhouse on a smaller lot to the current renter while still limiting the total development on Property 2 to no more than three (3) residential lots. The Planning and Zoning Commission finds that the applicant has not demonstrated a compelling need to amend the Development Agreement beyond a desire to increase the extent of land available for residential development.

Order

Based upon the Findings of Fact, Conclusions of Law and Order contained herein, the Planning and Zoning Commission recommends **denial** of Case # PH2016-61-MOD, a development agreement modification.

Pursuant to Idaho Code Section 67-6519, the following actions may be taken to obtain approval:

1. The applicant can wait until conditions necessitate a modification of the Development Agreement.

DATED this 19 day of March, 2026.

PLANNING AND ZONING COMMISSION
CANYON COUNTY, IDAHO

Robert Sturgill, Chairman

State of Idaho)

SS

County of Canyon County)

On this 19 day of March, in the year 2026, before me Caitlin Ross, a notary public, personally appeared Robert Sturgill, 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.

CAITLIN ROSS
COMMISSION #20251885
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/07/2031

Notary: Caitlin Ross

My Commission Expires: 5/7/2031

Exhibit 1

EXHIBIT 2

P&Z Minutes Dated: June 18, 2026

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Board of County Commissioners

Case# PH2016-61-MOD

Hearing Date: September 2, 2026

CANYON COUNTY PLANNING & ZONING COMMISSION
MINUTES OF REGULAR MEETING HELD
Thursday, March 19, 2026
6:30 P.M.

1ST FLOOR PUBLIC MEETING ROOM SUITE 130, CANYON COUNTY ADMINISTRATION BUILDING

Commissioners Present :	Robert Sturgill, Chairman Brian Sheets, Vice Chairman Harold Nevill, Commission Secretary Geoff Mathews, Commissioner Holley Werhanowicz, Commissioner Anita Johnston, Commissioner
Staff Members Present:	Dan Lister, Planning Supervisor Karla Nelson, Principal Planner Dane Adams, Associate Planner Amber Lewter, Associate Planner Caitlin Ross, Hearing Specialist

Chairman Sturgill called the meeting to order at 6:30 p.m.

Commissioner Nevill read the testimony guidelines and proceeded to the first business item on the agenda.

Item 1: Consent Agenda – Action Items

A. **January 15, 2026 MINUTES**
B. **February 5, 2026 MINUTES**
C. **Case No. CR2025-0012 – Middleton 187, LLC:** Approve FCOs
D. **Case No. CR2024-0012 – Cheney:** Approve FCOs
E. **Case No. CU2025-0008 – Mytroga:** Approve FCOs

Motion: Commissioner Sheets moved to approve the Consent Agenda, seconded by Commissioner Nevill. Voice vote, motion carried.

Item 2A:

Case No. ZV2025-0003 – Rohrbacher Family Trust: The applicant, Rohrbacher Family Trust, represented by Harold Rohrbacher, is requesting a variance of the side setback requirements of 10 feet to 3 feet to accommodate an agricultural structure built on the southern property line. The subject property is approximately 101.92 acres in an "A" (Agricultural) zone. The subject property is located at the Northwest intersection of Shelton Rd and Rohrbacher Ln, also referenced as Parcel R38845.

Chairman Sturgill affirmed the applicant to testify.

Harold Rohrbacher – (Applicant) IN FAVOR – 28253 Shelton Rd, Parma, ID 83660

Mr. Rohrbacher gave a brief explanation on the request for a variance on a building that was constructed and is used as part of their farming operations. Equipment and hay is stored in it and it is adjacent to other buildings. It was built in the current location due to the size of the building and topography of the property.

Commissioner Nevill asked if the two proposed conditions of approval were acceptable. After reviewing the conditions, Mr. Rohrbacher stated they'll do whatever needs to be done.

Chairman Sturgill asked how the building got constructed without a building permit. Mr. Rohrbacher stated he just cleared off a spot and put the building up. He clarified that that spot is flat and he is not using up farm ground.

Associate Planner Dane Adams reviewed the Staff Report for the record.

Commissioner Sheets asked if there were any easements that would affect the placement of this building within three feet. Planner Adams stated he did not find any easements in the analysis.

Commissioner Nevill asked about the extra requirement the applicant will need to do for this application. Planner Adams clarified that the variance request decision will be made by the Planning and Zoning Commission, and the applicant will then need to obtain an agricultural exempt permit.

Commissioner Werhanowicz asked if the house was split from the acreage before or after the additional building was built. Planner Adams confirmed the building was built after the land division.

Chairman Sturgill asked what triggered the Code Enforcement action. Planning Supervisor Dan Lister explained the lack of a permit after the garage expansion and it didn't meet setbacks.

Commissioner Johnston asked if the smaller adjacent lot was owned by a different owner or same owner with a different lot. Planning Supervisor Lister stated the smaller lot is owned by the applicant and the subject parcel is the applicant's family owned farm.

MOTION: Commissioner Nevill moved to close public testimony on Case No. ZV2025-0003, seconded by Commissioner Mathews. Voice vote, motion carried.

Deliberation:
None.

MOTION: Commissioner Nevill moved to **approve** Case No. ZV2025-0003, and adopt the Findings of Fact, Conclusions of Law and order. Seconded by Commissioner Sheets.

Discussion on the Motion:
None.

Roll call vote: 6 in favor, 0 opposed, motion passes.

Item 2B:
Case No. PH2016-61-MOD – Gibbons: The applicant, Tradition Capital Partners, LLC and Austin Acres, LLC, represented by Jay Gibbons, is requesting a Development Agreement Modification to amend condition No. 5.b for Property 1 and No. 3.b for Property 2 in Development Agreement No. 17-001 (Instrument No. 2017-000927) comprising approximately +/- 355 acres in the "CR-RR" (Conditional Rezone -Rural Residential) zone. The subject property is located at 17506 and 0 Goodson Rd, Caldwell, also referenced as Stadium Subdivision, including the entirety of Stadium Subdivision No. 2, Phase 1, and Parcels R37887100, R37887101, R37887103, and R37887102.

Chairman Sturgill affirmed the applicant to testify.

Exhibit 2

Todd Lakey (Representative) IN FAVOR – 12905 Venezia Ct, Nampa, ID 83651

Mr. Lakey is requesting an amendment to a former development agreement involving land formerly owned by JAPS LLC and Glenn Olson, now consolidated under Tradition Capital Partners owned by Spencer Kofoed. The original agreement concentrated most development on the higher dry ground of the former JAPS property, allowing 178 lots there and 3 lots on the Olson property. Mr. Lakey explained that the amendment proposes transferring 11 lots from the northern JAPS parcel to the central Olson parcel while reducing the overall number of lots and increasing the average lot size. Based on engineering analysis, the practical lot count would decrease from 168 to 150 total lots, resulting in 18 fewer lots overall. Mr. Lakey argued that the amendment maintains the original intent of preserving agricultural pivot land while focusing residential development on dry ground. Mr. Lakey stated that the proposal would not negatively affect agricultural operations and is supported by the current farmer working the land. The setbacks for the new parcels would be similar to the existing ones. Mr. Lakey requests approval of this amendment.

Commissioner Sheets asked when the project was first presented to the County. Mr. Lakey confirmed early 2000s. Commissioner Sheets asked how many different development agreement modifications have been requested and granted. Mr. Lakey believes there were 2 and both were granted. Commissioner Sheets asked if the original intent was to develop both properties in different approaches. Mr. Lakey explained the initial intent of putting the lots on dry ground while building for Mr. Olsen's family around his property; however, since his passing, the family no longer wishes to continue with that plan.

Commissioner Nevill asked how this request is a better development agreement than the existing one. Mr. Lakey reiterated reducing the number of lots, which reduces the impact to traffic. The lot sizes are larger, and the intent remains of keeping lots on the dry, non-farmable ground. Commissioner Nevill asked if the ag ground is or has been under production. Mr. Lakey stated Mr. Wagner still farms it and the intent is to keep the two pivot properties there. Commissioner Nevill specified that the new proposed plan would cause each of the pivots to be completely surrounded, whereas the prior plan still allowed access to the fields, and asked how the new plan helps save agricultural production. Mr. Lakey talked about the setbacks and houses being placed on different sides of the ag piece, and mentioned the letter from Mr. Wagner that this would not negatively impact his farming operations.

Commissioner Mathews asked how this amendment is necessary. Mr. Lakey stated that the determination of what's necessary is between the landowner and the County Commissioners. It's necessary to amend the agreement if the new proposal is found to be more beneficial and brings the property more in line with current goals and policies or current circumstances.

Principal Planner Karla Nelson reviewed the Staff Report for the record.

Chairman Sturgill confirmed the original rezone with the development agreement was heard before the Board of County Commissioners, and asked if modifications are only heard by Planning and Zoning. Planner Nelson specified modifications go as a recommendation to the Board of County Commissioners.

Chairman Sturgill affirmed the witnesses to testify.

Testimony:

Tony Myers – IN FAVOR – 17506 Goodson Rd, Caldwell, ID 83607

Mr. Myers lives on the subject parcel and is hoping to purchase the property and nearby lots so their children can live close in the future.

Chairman Sturgill asked which property Mr. Myers was renting, and asked if his objective is for this application to go through so he can build a home on one of the new lots. Mr. Myers wants to buy the house from Mr. Kofoed and purchase a couple of lots for their children.

Commissioner Nevill inquired on the existing available lots if this amendment did not go through. Mr. Myers is hoping to have the homes closer.

Spencer Kofoed – IN FAVOR – 8454 Brookhaven Pl, Middleton, ID 83644

Mr. Kofoed stated that when he originally purchased the property, it was zoned rural residential and he felt that meant there was some flexibility to add more lots on the dry ground. He offered Mr. Myers the property and he has done a great job of fixing it up. Mr. Koefoed stated the prior owners would have farmed the property in the past, but it is nonfarmable. His goal is to create affordable lots for small families with small gardens, pastures, and animals, and there will be plenty of access for ag vehicles to continue the current farming operations. Access would also be adjusted to serve the lots off of Goodson Rd.

Commissioner Sheets asked what kind of water rights are on the dry areas. Mr. Kofoed stated the two pivots have full water rights, and there are water rights in phase three due to the nature of how the water gets there through Black Canyon Irrigation District, which is still being looked into. Commissioner Sheets asked when he would start developing the agricultural pivots. Mr. Kofoed answered he does not plan on doing that, and is hoping Mr. Wagner's family will continue to farm it.

Chairman Sturgill asked what development has already begun on property one. Mr. Kofoed stated there are about 15 homes in there now, and applications for phases 2 and 3 have been submitted. There is still a question of how many lots could be put in there, but a full analysis has not been completed.

Alan Mills – IN FAVOR – PO Box 206, Middleton, ID 83644

Mr. Mills described the history of a portion of the subject property that had been under violation for years until Mr. Kofoed purchased the property and cleaned it up. Mr. Mills mentioned a petition that was signed by a number of farmers stating this property has the exact type of ground that should be allowed to be developed. There are no water rights as Black Canyon is maxed out, and the current farmer is in favor because it reduces the number of homes. The variation presented is a far superior option than the existing one, and anyone that lives there can subsidize the ground and make production on it.

Commissioner Sheets asked if Mr. Mills was involved with this project with the prior DAs. Mr. Mills confirmed that he has been involved since the seventies. Commissioner Sheets asked how this proposed DA amendment is better than the prior ones. Mr. Mills stated the original DA was based on the previous owner keeping the property and moving his kids on site. This amendment reduces the number of houses by 18 and utilizes the ground which takes pressure off of potentially better ground.

R. Mark Otters – IN NEUTRAL – 17949 Goodson Rd, Caldwell, ID 83607

Mr. Otters lives directly across from phase 3 of this project. The subject property is above water, so there are no water rights. He agreed that the property looks much better than it used to. Mr. Otters' concern is that he was under the impression that there would be underground utilities installed, but after talking to Idaho Power, they commented that they did not want to put underground utilities in. There are a lot of power poles being installed along Goodson when the original agreement was underground utilities.

Todd Lakey (Representative) REBUTTAL – 12905 Venezia Ct, Nampa, ID 83651

Mr. Lakey stated it is mutually beneficial for the county to reduce the number of lots for this project. He mentioned that Idaho Power controls the utilities on the road, but there will be underground utilities within the project. Mr. Lakey reminded the Commission about the letter from the farmer saying this will not impact his agricultural operations. This change is beneficial and does not substantially deviate from the overall plan.

Commissioner Sheets asked for clarification on how many lots are platted now. Mr. Lakey answered 136 final platted. There was further discussion on the overall number of lots.

Planner Nelson provided a more detailed history on the original plat that was approved in 2007, along with each modification request since then.

Chairman Sturgill asked if there is a plat drawing depicting the 165 lots, to which Planner Nelson explained the drawn out concept is in the staff report, but they have not received it as a preliminary plat.

Commissioner Johnston asked for clarification on what is already approved versus what is being presented as the modification, and Planner Nelson explained the preliminary plat would allow for 138 instead of 178 on property one and 14 instead of 3 on property 2. The original 178 number would've left no land for roads.

MOTION: Commissioner Sheets moved to close public testimony on Case No. PH2016-61-MOD, seconded by Commissioner Nevill. Voice vote, motion carried.

Deliberation:
Commissioner Nevill mentioned the letter from the Middleton School District describing the condition of Middleton schools, which should be taken into consideration as this modification seems to be increasing the total number of lots.

Commissioner Mathews believes the thought behind this modification is there were not as many homes as they wanted to build, so they'll add to property 2.

Commissioner Sheets does not see the necessity for this modification. Familial needs and desires are irrelevant as the property could easily change hands, and the number of lots are essentially just being transferred.

MOTION: Commissioner Sheets moved to **recommend denial** for Case No. PH2016-61-MOD to the Board of County Commissioners, adopting the recommended FCOs that the application does not meet criteria. Seconded by Commissioner Nevill.

Discussion on the Motion:
None.

Roll call vote: 6 in favor, 0 opposed, motion passes.

Item 2C:
Case No. CU2024-0023 – Burnett-Riverbend: The applicant, Brian Burnett, represented by Professional Engineering Services, requests a Conditional Use Permit to allow a long-term mineral extraction for up to 20 years for surface mining, which includes stockpiling, crushing, screening, and hauling the sand and gravel off the site using approximately 26 acres of the 50.2 acres in an "A" (Agricultural) zone. The subject property is located at 25192 Lemp Ln, Parma, also referenced as Parcel 38505.

Chairman Sturgill affirmed the applicant to testify.

Natalie Jonsson – (Representative) IN FAVOR – 2205 W Mace Rd, Eagle, ID 83616
Ms. Jonsson described the location and demographics of the subject property. She then went into the project outline, explaining this will be a sand and gravel extraction area and the plan is to mine out 26 of the 50 acres. While the CUP allows for operations for up to 20 years, they hope their duration will be shorter, but it also depends on the demand within the Treasure Valley. There will only be about 6 employees on site at a time, and operating hours are from 7:00 a.m. to 7:00 p.m. Monday through Saturday. Ms. Jonsson noted that the

aggregate along the riverbed is rated for state highway and infrastructure projects because of its hardness, which makes it more durable and is in high demand. Upon completion of the project, the site will be reclaimed in accordance with the approved reclamation plan from Idaho Department of Lands. Ms. Jonsson showed the site on the screen, explaining the setback, the stockpile, the staging area, and the sediment pond for stormwater management and water quality. There is a natural bench separating the adjacent land. Acceleration lanes off of Lemp Lane will be installed, which will be beneficial to preventing backup of semi-trucks onto Hwy 20/26. Ms. Jonsson explained this project aligns with Canyon County's Comprehensive Plan and supports regional growth, providing aggregate for infrastructure, housing, future development and creates local employment. The land is not suitable for real crops as it does not hold water well. This plan is consistent and compatible with a rural character and it falls within the permitted use in the area. The main concerns that have been brought up during a neighborhood meeting regarding maintenance and irrigation supply and waste ditches in the area have been addressed. Ms. Jonsson stated that there are no requests for use of public utilities. She presented before and after photographs of a prior mining site and what it looks like after the reclamation plan was completed.

Commissioner Nevill confirmed that all 18 conditions of approval were agreed with. Commissioner Nevill asked if the reclamation plan could have returned the prior mining site back to agriculture. The question is pending public testimony. Commissioner Nevill referenced an exhibit that states this is an unnecessary loss of productive agricultural land, and asked if there was any rebuttal. Ms. Jonsson stated that while she appreciates the pasture use as ag land, finding that the demand for aggregate to continue to build infrastructure is equally as important right now.

Commissioner Johnston asked for clarification on the hours of operation. Ms. Jonsson stated the applicant was surprised to see the proposed 7 days a week, and emphasized the goal is the Monday through Saturday hours she previously mentioned.

Associate Planner Amber Lewter reviewed the Staff Report for the record.

Commissioner Sheets referenced exhibits E5 and E5.1 and asked about the change in requirements for a TIS. Planning Supervisor Lister described the process in receiving agency responses through an initial/courtesy notice and sending those comments and giving ownership to the applicant to reach out to the agency if necessary. Commissioner Sheets asked how the Commission is supposed to make the finding for criteria 7 without the TIS. Planning Supervisor Lister explained ITD's procedures in that they trust the hearing body can either condition the CUP accordingly to mitigate the concern prior to commencement or continue the case to request more information.

Commissioner Nevill asked about the distance from the subject property to Hwy 20/26. Without a traffic impact study, the proposed acceleration lane needs to be considered further. Planner Lewter clarified that ITD and the railroad company determined there was enough space for an acceleration lane, as depicted in exhibit E6. She stated she was approximately 1,330 feet from where she was standing to Hwy 20/26. Commissioner Nevill asked for clarification on the hours of operation. Planner Lewter specified that her condition includes occasional 24-hour operations if the need arises, but mostly adheres to the Monday through Saturday hours. She confirmed the 24-hour condition can be removed. Commissioner Nevill asked about the definition of an intensive agriculture overlay zone. Planner Lewter reviewed the definition from the 2030 Comprehensive Plan. Commissioner Nevill asked how the reclamation plan is compatible with that definition. Planner Lewter explained that with mitigating conditions, staff found the use to be compatible with the surrounding area with gravel pits and feedlots nearby.

Planning Supervisor Lister explained that the definition of agriculture also includes recreation open space, which is a protection of character as well. A pond can be used recreationally or for water for farm ground, and ponds in that location are to restore the biology and provide a habitat by the river.

Chairman Sturgill confirmed that ITD's recommendations of repaving the approach and structural analysis of the intended intersection are covered under condition 10. Chairman Sturgill asked where the recommendations from Union Pacific Railroad in exhibit E6 are depicted in the conditions. Planner Lewter stated that condition 16 addresses those recommendations. Chairman Sturgill asked for clarification on requirements versus recommendations. Planner Lewter agreed that the condition could be modified to reflect required and recommended conditions.

Chairman Sturgill affirmed the witnesses to testify.

Testimony:

Kimberly Britton – IN FAVOR – 25192 Lemp Ln, Parma, ID 83660

Ms. Britton lives in the house to the north of the proposed gravel pit. She currently runs cattle on that property, and although she realizes the gravel pit will be an inconvenience for a period of time, the restoration plan will be beautiful and she hopes to buy the house with the land at the end of the project.

Commissioner Mathews asked where the cattle will be ran after the pit is filled with water. Ms. Britton stated she runs her cattle on the opposite side of the road and she has property in the Owyhee's that she'll run cattle through the summer.

Brian Burnett – IN FAVOR – 1125 W Two Rivers Lane, Eagle, ID 83616

Mr. Burnett, the applicant, realizes the mission is to protect ag ground; however, it takes too much water to keep the ag production going. The soil is class four and mineral extraction is preferred under the class four code. Mr. Burnett stated that there was an onsite visit with the agencies regarding a traffic impact study, and they approved the acceleration lane, improvements to the tracks in front of the crossing, and repaving Lemp Ln. The traffic impact study will be on Lemp Ln, not on Hwy 20/26. If it is determined Lemp Ln won't hold semis, the road will be replaced to county specs. Mr. Burnett owns several parcels surrounding the subject parcel. The top shelf of the property is really nice farm ground that will remain farm ground. There are many projects that need this type of aggregate, and this location is in proximity to projects that are close.

MOTION: Commissioner Nevill moved, seconded by Commissioner Werhanowicz, to give Mr. Burnett two (2) minutes of additional testimony. Voice vote, motion carried.

Mr. Burnett continued by stating they are flexible on the hours of operation. It is a direct outcome of how fast the gravel moves. A previous project in Middleton was completed in less than 2 years due to being approved to move the gravel more consistently with more hours. His overall goal is to improve the area and make it look beautiful, creating habitat and making money along the way.

Commissioner Sheets asked who will be mining this project. Mr. Burnett stated it will be mined by Superior Excavation and Construction. Commissioner Sheets asked how many trucks are coming and going and what type of trucks they are. Mr. Burnett answered that he estimated 50 semi-trucks, but is based on demand. Commissioner Sheets asked what kind of equipment will be doing the extraction. Mr. Burnett stated one 450 excavator, several pumps pumping water into the settling pond and trucks going around being loaded with gravel. Commissioner Sheets asked about crushing. Mr. Burnett emphasized crushing will only be done if needed, and will only operate Monday through Friday until 5:00 p.m. Commissioner Sheets confirmed there will be 6 employees.

Chairman Sturgill confirmed Mr. Burnett commits to building an acceleration lane turning right onto Hwy 20/26. Chairman Sturgill asked about the improvements on Lemp Lane. Mr. Burnett stated upgrading will be done beforehand.

Commissioner Johnston asked if the mining company verifies that loads are covered when they leave the site. Mr. Burnett said yes, and before they leave the site there is a scale and a camera to verify loads as there may be other companies that need gravel as well. All information about the drivers and loads is recorded. Commissioner Johnston asked about the distance from the railroad tracks to the highway and whether there was enough room for trucks to stop after the tracks. Mr. Burnett clarified that the stop sign had been removed, but the highway district would require the trucks to stop prior to the tracks, then use the acceleration lane to get into traffic.

Doug Pill – IN FAVOR – 4520 W Brennen St, Boise, ID 83702

Mr. Pill wanted to speak about Mr. Burnett as a developer. He takes pride in being a good neighbor to his community and is highly impactful to the community.

Mary Wall – IN FAVOR – 5636 N Portsmouth Ave, Boise, ID 83714

Ms. Wall clarified that the traffic impact study is not about the traffic moving in and out, but rather about the structure of the road and the repairs necessary. She also clarified that when Mr. Burnett mentioned there would be 50 trucks per day, he meant 50 trips per day.

Commissioner Nevill asked why the traffic impact study was not for Hwy 20/26. Ms. Wall stated that was a determination by ITD because at 50 trips per day, they felt an analysis was not required and there was more concern on whether the lane could carry the trucks that were moving through there.

Chairman Sturgill asked what Ms. Wall's impression of the challenges getting onto the highway were. Ms. Wall stated the traffic did not seem horrible and most trucks would be turning towards Caldwell/Boise.

Joe Grubiak – IN OPPOSITION – 24811 Lemp Ln, Parma, ID 83660

Mr. Grubiak is opposing this application because it is in the wrong location for two reason. The first reason is concerning the intersection of Lemp Ln and Hwy 20/26. There has not been affirmation that there is proper clearance for gravel trucks to safely navigate, especially with the proximity of the train tracks. The second reason is traffic and train accident data along Hwy 20/26 confirms major safety problems. Mr. Grubiak described an exhibit he created reflecting the proximity of the train tracks to Hwy 20/26 from Caldwell to Parma. He believes the location of all the current permitted gravel pits that are east or south of Notus is related to where the railroad tracks are along the highway. Mr. Grubiak gave an example of a gravel truck and train accident that happened in 2020 that closed Deb Lane in Parma, and emphasized that it is too dangerous with limited clearance to navigate heavy truck traffic.

MOTION: Commissioner Nevill moved, seconded by Commissioner Mathews, to give Mr. Grubiak three (3) minutes of additional testimony. Voice vote, motion carried.

Mr. Grubiak continued by explaining that exhibit B he created shows the distance between the stop sign on Lemp Ln and the highway is 25 feet. Exhibit C is the applicant's existing gravel pit that is east of Notus, which shows that stop sign is 62 feet, which is a 37 foot difference. This gives adequate turning space for turning into an acceleration lane, which Lemp Ln lacks. There are also concerns of trucks turning left onto Lemp Ln, causing backup issues. Mr. Grubiak concluded by stating there have been 220 accidents between I-84 and Parma on Hwy 20/26 including 14 fatalities.

Commissioner Nevill asked what the traffic volume issue is on Hwy 20/26. Mr. Grubiak stated it is an unbelievable amount of traffic and is hard to get out onto the highway. He commented that most of it is due to gravel pits and the amount of truck traffic is exponentially higher now because the growth of Boise too.

Chairman Sturgill expressed a concern with trucks turning onto the highway and spooking other drivers, potentially causing more issues. Mr. Grubiak agreed and suggested doing more research on the physical geometry of intersections to consider how much of a turning radius is required.

Holly Grubiak – IN OPPOSITION – 24811 Lemp Lane, Parma, ID 83660

Ms. Grubiak stated there has not been enough studies conducted or correct information provided to be considered for the traffic impact study. This and the next application could add 100 truck trips per day, which meets ITD's requirements for a traffic impact study. Ms. Grubiak also explained that Canyon County does not appear to maintain a complete inventory of active and approved gravel pits, making it difficult to evaluate and make an informed decision on the impacts of mineral extractions in the area. Mr. Burnett also operates a crushing facility near Notus that should be considered when evaluating overall impacts. Ms. Grubiak stated that this property is located within the intensive agriculture overlay, and has historically been productive farm and grazing land. This proposal would conflict with the agricultural preservation goals and is incompatible with surrounding rural and residential character.

MOTION: Commissioner Nevill moved, seconded by Commissioner Werhanowicz, to give Ms. Grubiak two (2) minutes of additional testimony. Voice vote, motion carried.

Ms. Grubiak continued by explaining this proposal would create significant impacts from fugitive dust, noise, and heavy truck traffic on a road that is not designed for that type of use. Most surrounding property owners have lived in the neighborhood for 10-25 or more years and chose to live in a rural agricultural community. Approval of this project would substantially reduce the quality of live, create safety concerns, destroy wildlife habitat and agricultural property, and devalue surrounding property. Ms. Grubiak stated that this property is adjacent to a national wildlife refuge and wetland conservation easement, and the Idaho Foundation of Parks and Lands submitted a letter in opposition that was not included in the staff report. Their concerns regarding potential impacts to water quality, wetland hydrology, habitat integrity, biodiversity, groundwater recharge and increased sediment runoff were not fully considered. Ms. Grubiak concluded by stating that this is not a suitable location for this proposal and she hopes that it is denied.

Commissioner Nevill asked what the number of active gravel pits is. Ms. Grubiak answered 26, but her daughter will be testifying as well.

Commissioner Sheets asked about the letter that was submitted. Ms. Grubiak stated it was from Kendra Kenyon, the Executive Director at Idaho Foundation for Parks and Lands. Commissioner Sheets confirmed the letter is referencing a conservation easement adjacent to the subject property. The letter was dated March 18, 2026.

Chairman Sturgill asked what could be done to address the expressed concerns. Ms. Grubiak stated the crushing operation is unnecessary. Truck traffic and railroad safety are also concerns. Dust mitigation and noise may help address some of the issues.

Ryan Upson – IN OPPOSITION – 24684 Lemp Ln, Parma, ID 83660

Mr. Upson is a neighbor to the proposed gravel pit and asks for the application to be denied based on safety and testimony from Mr. and Ms. Grubiak. The wetlands next to the gravel pit is a wildlife habitat and is held in a deed of conservation easement that assures the property will be in its natural condition and prevent any use of the property that will impair the ability to carry out the purpose. Mr. Upson agrees with all of the key concerns from the letter read in prior testimony. He believes a gravel pit will affect the water table and surrounding properties. Mr. Upson stated that Canyon County has been on probation with FEMA for not following requirements around the Boise River in recent years, and asked if the Army Corp of Engineers or FEMA weighed in on this project. Mr. Upson asked that a traffic study is completed at Hwy 20/26.

Dusty English – IN OPPOSITION – 997 E Chateau Dr, Meridian, ID 83646

Ms. English stated 4 of the 5 homes around the subject property have children and this will take away from their childhood. Ms. English finished the letter from the Idaho Foundation for Parks and Lands, which express concerns regarding habitat disruption and a biodiversity risk, legal and easement compliance risks, community resilience and equity considerations, and economic considerations and opportunity costs.

Chairman Sturgill asked if the reclamation plan, although it would take time and disruption, would provide the improved habitat that have been expressed as concerns. Ms. English stated she would fall back on the letter from the Idaho Foundation of Parks and Lands recommending it would be detrimental or at least needs further investigation. Chairman Sturgill asked if the Idaho Foundation of Parks and Lands has seen the proposal for the reclamation at the conclusion of this project. Ms. English said they have not.

Brian Burnett – (Applicant) REBUTTAL – 1125 W Two Rivers Lane, Eagle, ID 83616

Mr. Burnett stated that the Idaho Foundation of Parks and Lands is a non-government agency, so they would not normally be noticed. He stated they would be a proponent of this proposal knowing about the pond at the end of the conservation. Mr. Burnett understands the concerns in preserving wetlands, but also understands that the impacts of intersections and roads in Idaho for development. He has found a way to turn these pits into something beautiful where wildlife can live. Mr. Burnett is willing to work with that agency again on this project so they can help maintain the habitat. Referring to the Grubiak's testimonies on gravel pits from Caldwell to Notus, Mr. Burnett stated that there is more of an overburden on top of the gravel closer to the Snake River. The engineers that inspected the property said there is an adequate turning radius. Mr. Burnett is aware of the safety issues, but those are addressed upfront. The crushers would go down into a hole that is dug out to mitigate noise concerns, and there will be water trucks for dust mitigation. Mr. Burnett wanted to point out that there is a law that allows mining out 2-acre sections on each parcel without approval or a CUP, but he wants to do it the right way and create an opportunity for a pond in the end.

Commissioner Mathews asked about the distance from the tracks to the highway, as well as the stop sign. Mr. Burnett said it depends on which side of the tracks this applies to. He admits it is a very short distance, but emphasizes the requirements for the stop sign before the tracks on Lemp Ln, no left turns, and a very extended acceleration lane that can hold 2-3 semis before getting into traffic. Commissioner Mathews asked for clarification on where the stop sign will be located. Mr. Burnett answered it will before the tracks on Lemp Ln before getting to the highway.

Commissioner Sheets asked how deep the pit will be. Mr. Burnett answered 20-30 feet, depending on where the clay layer is at. Commissioner Sheets asked where the water table is at. Mr. Burnett stated the water table usually runs about 3 feet below. Commissioner Sheets confirmed there will be 26 acres and this will be a wet mine. He asked where the water will be pumped into while being mined. Mr. Burnett described the process of settling and screening the sediment before going back into the ditches.

Commissioner Nevill asked about putting in an "only right turns allowed" sign. Mr. Burnett said he will do whatever is required from ITD. He also specified that most of these trucks will be turning right as there would be minimal reasons why they would need to turn left towards Parma.

Commissioner Werhanowicz asked if condition 16 could be modified to reflect requirements and recommendations. Mr. Burnett does not have a problem with that amendment.

Commissioner Johnston asked about traffic turning onto Lemp Ln from Hwy 20/26. Mr. Burnett stated that wasn't a requirement, and there isn't much traffic heading east so there shouldn't be too much backup. Commissioner Johnston inquired on noise mitigation for the crusher. Mr. Burnett said the crusher is operated Monday through Friday 7:00 a.m. to 5:00 p.m. with 2 hours after for maintenance only.

Planner Lewter suggested modifications to condition 2b regarding business hours and crushing hours, condition 10 regarding ITD requirements and adding condition 10a regarding structural analysis and mitigating actions, and condition 16 regarding Union Pacific Railroad requirements and recommendations. Planner Lewter referenced exhibit E6 regarding the diagnostic meeting, stating it was determined a deceleration lane would not be necessary and there was enough space. She also referenced exhibit B9 that showed a distance from the railroad to the highway, and emphasized ITD was not concerned with a traffic impact study, even being aware of the other proposed project up the road.

Planning Supervisor Lister reminded the Commission that they have the ability to add whatever conditions they feel are appropriate and will limit the impacts and mitigate any concerns, such as requiring a TIS now or adding it as a condition for the agency to consider and trusting the agency to review it based on the code that is required. The agency has jurisdiction on whether a condition meets codes and requirements or not. There was further discussion on agency requirements and what the P&Z Commission is able to require.

Commissioner Mathews asked if this property is working land and operations according to the intense agriculture definition. Planner Lewter commented it is in grazing currently.

MOTION: Commissioner Nevill moved to close public testimony on Case No. CU2024-0023, seconded by Commissioner Sheets. Voice vote, motion carried.

Deliberation:
Commissioner Mathews does not believe this application can be properly conditioned because of the intensive agriculture definition and what it's intended to protect.

Commissioner Nevill believes they cannot sufficiently answer the question to criteria 7 regarding traffic, and things the answer is no. He agrees with the concern regarding intensive agriculture as well.

Commissioner Sheets agrees with not having enough information to make a finding for criteria 7 and suggested a continuance of the application to get that information.

Commissioner Mathews proposed denying the application based on the intensive agriculture overlay. Chairman Sturgill asked if there is any information that could be provided to mitigate that concern. Commissioner Mathews answered no.

Commissioner Sheets reiterated that he does not feel like there is enough information to understand if there's undue interference with traffic, which is why he asks for a continuance rather than outright denial.

Commissioner Johnston agrees that a continuance would be helpful to obtain missing information. She also stated that there are soils that are incompatible with watering, and would like to have more information on whether this property is more adapted to having the gravel pit.

Chairman Sturgill is not convinced that the entrance onto Hwy 20/26 can be properly conditioned and constructed based on the proximity of the railroad tracks.

MOTION: Commissioner Nevill moved to **deny** Case No. CU2024-0023, finding that the application does not meet the criteria for approval under article 07-06-05, specifically in regard to criteria 3, 4, and 7. Seconded by Commissioner Mathews.

Commissioner Nevill does not believe there is a way to gain approval based on the intensive agricultural overlay.

Exhibit 2

Commissioner Sheets is still in favor of a continuance.

Discussion on the Motion:
None.

Roll call vote: 4 in favor, 2 opposed, motion passed.

Item 2D:
Case No. CU2024-0024 – Burnett-Arrowhead Springs Ranch: The applicant, Arrowhead Springs Ranch, LLC, requests a conditional use permit to allow long-term mineral extraction on approximately 18 acres of the 120.8 acres for surface mining that would include stockpiling, crushing, screening, sorting, and blending in the "A" (Agricultural) zone. The subject property is located at 21793 Highway 20/26, Parma, also referenced as Parcels R38535 and R38550.

Chairman Sturgill affirmed the applicant to testify.

Natalie Jonsson – (Representative) IN FAVOR – 2205 W Mace Rd, Eagle, ID 83616
Ms. Jonsson shared that there is a different landowner for this application, who is not present but she will be speaking on his behalf. Ms. Jonsson described the site location and commented that the project outline is the same as the prior application. The site plan is different but with the same idea, boundaries, 30-foot easement, staging area and pit to put the crusher in. Ms. Jonsson emphasized that there is nothing growing on this property, which differs from the prior application that had pasture growing on it. There are also no neighbors to consider for this property. Ms. Jonsson empathized with not having enough information, but they are at the mercy of their rules and regulations and will do what they have been guided to do. There will also be no public utilities needed.

Commissioner Werhanowicz asked if there was a difference with the traffic concerns enumerated previously as it is the same road. Ms. Johnsson stated she wasn't sure she could speak to whether there is any real difference. There are going to be the same conditions and approvals from the same government agencies.

Commissioner Nevill pointed out that the agenda reads 18 acres and the presentation shows 14 acres, and asked which one is accurate. Ms. Jonsson stated it is 18 disturbed acres, but the lake will end up being 14. Commissioner Nevill confirmed there are no concerns with the 17 proposed conditions of approval.

Commissioner Sheets asked for clarification on the hours of operation. Ms. Jonsson stated it would be 7:00 a.m. to 7:00 p.m., 6 days a week. Commissioner Sheets asked who will be mining this project. Ms. Jonsson stated Superior Excavation and Construction. Commissioner Sheets asked how many truck trips there will be. Ms. Jonsson stated 50 trips. Commissioner Sheets asked what kind of equipment will be on site. Ms. Jonsson answered semis trucking to and from, a crusher on site in the pit, excavators digging the pit and 2 additional loaders moving gravel around the site. Commissioner Sheets asked how deep the pit will be. Ms. Jonsson stated 25-30 feet. Commissioner Sheets asked what the water table is at. Ms. Jonsson answered 3 feet. Commissioner Sheets confirmed this will be a wet pit and asked where the dewatering water will go. Ms. Jonsson stated there will be a dewatering pond. The water will go into a sediment pond and percolates. Commissioner Sheets asked how many employees there will be. Ms. Jonsson answered 6. Commissioner Sheets asked about the access from and onto Hwy 20/26. Ms. Jonsson stated it is the driveway to the personal residence.

Associate Planner Amber Lewter reviewed the Staff Report for the record.

Commissioner Nevill asked if there will be any digging proposed for the portion parcel R38535 that is in the intensive agriculture zone. Planner Lewter does not believe there is any proposed digging g to the parcel to the west. She clarified that one parcel was intensive agriculture and one was not and it appears the proposal is in the parcel that is not in the intensive agricultural overlay. Commissioner Nevill commented on the concerns about traffic from Notus. Planner Lewter mentioned the correspondence with ITD and their conclusion that a TIS was not warranted.

Commissioner Werhanowicz commented on the exhibits that show site plans for both parcels, and asked if both properties will be dug on. Planner Lewter clarified that the original proposal was a much larger scope and the applicant had since reduced the scope to get out of the FEMA area. The new revised plan is exhibit B4.1 and only encompasses the parcel to the east. Commissioner Werhanowicz reflected on the agencies not being in favor, such as Flood District 11 and the City of Notus, and asked if Planner Lewter was still in favor. Planner Lewter clarified that Flood District 11 was not in favor of the original site plan, but has conditions they've provided in relation to the updated site plan.

Chairman Sturgill asked about proposed condition 4b regarding the 10-foot berm, and asked whether it should be read as immediate construction that mitigates the noise when the residence is built, or delaying construction until the residence is built. Planner Lewter stated the intent for a berm is to protect residences, but since there are currently no residences, the berm should be put in place to protect the residence from noise if one were to be built.

Commissioner Sheets asked about the relation of Purple Sage Road. Planner Lewter said she did receive an email from ITD apologizing that they used the West Purple Sage Road in the comment, but it is not involved in this project.

Chairman Sturgill affirmed the witnesses to testify.

Testimony:

Brian Burnett – IN FAVOR – 1125 W Two Rivers Lane, Eagle, ID 83616

Mr. Burnett stated the landowner came to him presenting a non-viable ground and wants a recreational amenity for habitat. Watering this property would become a major issue. Mr. Burnett reiterated that he will still follow the same process in doing what the experts are telling him what to do, and is stumped on how to approach development in Canyon County when there is no trust in the experts. He confirmed that the work will only be done on the eastern parcel. Mr. Burnett is open to feedback to know how to meet requirements.

Commissioner Sheets asked about the drain going through the middle of the proposed area. Mr. Burnett stated it is just low land that has the water table exposed because the aggregate has been taken off the top. Commissioner Sheets asked for further clarification on how it affects the drainage patterns in the area during extraction. Mr. Burnett clarified that it is not running water, just surface water because it is low. If it is determined to be flowing water, that concern would have to be mitigated or find an alternative. Mr. Burnett confirmed the operations will not impact someone else's drain off their property.

Commissioner Nevill asked if the Commission asked for a right turn acceleration lane to be built, would that be doable. Mr. Burnett answered they would not have a problem with that, but would still have to rely on the final say from ITD.

Mary Wall – IN FAVOR – 5636 N Portsmouth Ave, Boise, ID 83714

Ms. Wall commented on the entry onto Hwy 20/26, stating it has been measured and determined there is enough room between the railroad and the highway for a truck to potentially wait for a train. The current driveway is going to be expanded to allow for 2-way traffic with only 50 trips per day in addition to the owner.

Chairman Sturgill asked about the length in feet from the railroad to the highway. Ms. Wall answered 85 feet.

Planner Lewter clarified that she did receive the revised letter from ITD removing Purple Sage Road, which is exhibit E3.1. She also mentioned exhibit E6 has the requirement for a right acceleration lane, which is reflected in condition 15. Condition 15 can also be modified to reflect requirements and recommendations.

MOTION: Commissioner Sheets moved to close public testimony on Case No. CU2024-0024, seconded by Commissioner Nevill. Voice vote, motion carried.

Deliberation:
Commissioner Nevill believes that this project can be conditioned enough. He recommends modifying condition 2a regarding business hours of operation, condition 15 to reflect requirements and recommendations from the Union Pacific Railroad. He also suggested adding condition 18 to construct a center turn lane if ITD requirements allow that construction.

MOTION: Commissioner Nevill moved to **approve** Case No. CU2024-0024, amending conditions 2a and 15, and adding condition 18. Seconded by Commissioner Mathews.

Discussion on the Motion:
Commissioner Werhanowicz commented on Notus being upset about the trucks and gravel pits, and this will add to the chaos.

Roll call vote: 4 in favor, 2 opposed, motion passed.

3. DIRECTOR, PLANNER, COMMISSION COMMENTS:
Planning Supervisor Dan Lister emphasized the desire to go electronic and wanted input on how to make that feasible. Not only has there been mailing issues, but this will reduce the costs of mailing. There was discussion on the purchasing and usage of iPads and whether or not they would be user friendly.

4. ADJOURNMENT:

MOTION: Commissioner Sheets moved to adjourn, seconded by Commissioner Werhanowicz. Voice vote, motion carried. Hearing adjourned at 11:37 P.M.

An audio recording is on file in the Development Services Departments' office.

Approved this 18th day of June, 2026

Robert Sturgill, Chairman

ATTEST
Caitlin Ross
Caitlin Ross, Hearing Specialist

EXHIBIT 3

Staff Report Packet Dated: March 19, 2026

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Board of County Commissioners

Case# PH2016-61-MOD

Hearing Date: September 2, 2026

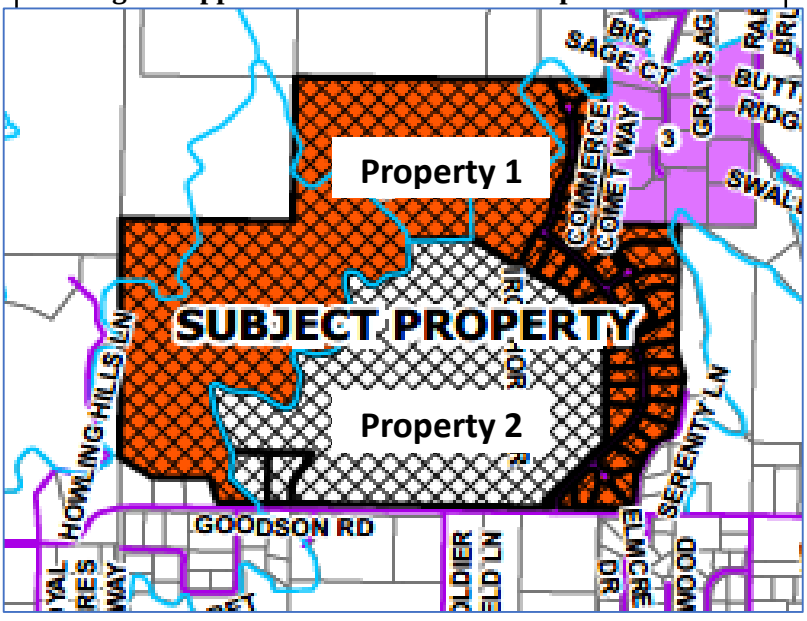
Planning and Zoning Commission
Hearing Date: March 19, 2026
Canyon County Development Services Department

PLANNING DIVISION STAFF REPORT

CASE NUMBER:	**PH2016-61-MOD**
APPLICANT/REPRESENTATIVE:	**Jay Gibbons**
PROPERTY OWNER:	**Tradition Capital Partners, LLC and Austin Acres, LLC**
APPLICATION:	**Development Agreement Modification to amend condition No. 5.b for Property 1 and No. 3.b for Property 2 of DA 17-001 (instrument #2017-000927)**
LOCATION:	**17506 and 0 Goodson Rd., Caldwell** **Also referenced as Stadium Subdivision, including the entirety of Stadium Subdivision No. 2, Phase 1, and Parcels R37887100, R37887101, R37887103, and R37887102, a portion of Section 18, T5N, R3W, BM, Canyon, County, Idaho** **(+/- 355 acres)**
PLANNER:	**Karla Nelson**
STAFF RECOMMENDATION:	**Denial**

REQUEST:
The applicant, Jay Gibbons, representing Tradition Capital Partners, LLC and Austin Acres, LLC, requests an amendment to Development Agreement No. 17-001 (Instrument No. 2017-000927). The request is to amend Condition No. 5.b for Property 1 to reduce the maximum number of residential lots from 178 to 138, and No. 3.b for Property 2 to be amended, repealed and replaced to allow for a total of 14 residential lots instead of 3 residential lots with a minimum average lot size of two (2) acres in substantial conformance with the site plan (**Exhibit A3**).

Image 1: Approximate Locations of Properties 1 and 2



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 §07-06-01 (Initiation of Proceedings), CCCO §07-06-07(7) (Conditional Rezone Development Agreement Provisions), Idaho Code §67-6509 (Recommendation and Adoption, Amendment, and Repeal of the Plan), and §67-6519 (Application Granting Process).

BACKGROUND:
On October 18, 2007, the Planning and Zoning Commission approved a Conditional Use Permit (CUP2007-46) to divide three parcels totaling approximately 364.09 acres into 103 residential lots, with a minimum lot size of three acres, within the Agricultural Zone (**Exhibits B3.1, B3.2, and B3.3**). This decision was appealed to the Board of County Commissioners, which affirmed and approved the Planning and Zoning Commission's action. Under the approval, the applicant was required to submit a preliminary plat by March 11, 2011, and a final plat by March 11, 2013, or the Conditional Use Permit would expire.

Rather than proceeding under the approved Conditional Use Permit, the applicant amended the development proposal. On September 29, 2010, the Board of County Commissioners approved a comprehensive plan map amendment changing the designation from Agricultural to Urban Growth and Impact Areas, along with a conditional rezone of five parcels totaling approximately 373 acres from the Agricultural "A" Zone to the Rural Residential "CR-R-R" Zone (Case No. CPR2009-1). The associated Development Agreement No. 10-104 was recorded on October 13, 2010. It included conditions limiting development north of Goodson Road to a maximum of 103 residential lots, with a minimum average lot size of 3.48 acres based on gross acreage (**Exhibit B3.4, B3.5, and B3.6**). The agreement also required a minimum of 3.3 miles of walking and riding paths within the development (**Exhibit B3.6**).

In 2012, conditions 3a, 5b, and 5c of Development Agreement No. 10-104 were modified through Case No. CR-PH2012-1002. The resulting Development Agreement No. 12-147 introduced clustered development intended to preserve farmland. Under this amendment, only three (3) residential lots were permitted on approximately 133 acres now identified as Property 2, comprising parcels R37887101, R37887103, and R37887102. The remaining land north of Goodson Road (Property 1) could be developed under rural residential standards, and acreage from Property 2 was included in the density calculation. While not outlined in the Development Agreement, this change resulted in a gross maximum of 178 lots for the approximately 357-acre development north of Goodson Road. However, roadway requirements and other improvements would have lowered the amount that could be developed. Development Agreement No. 12-147 also removed the previously required mileage for walking and riding paths, instead requiring such paths along at least one side of the public street serving the project, excluding cul-de-sacs. In addition, the amendment allowed for phased development rather than requiring a single plat (**Exhibit B3.7**).

The Development Agreement was amended again in 2017. The purpose of this amendment was to clarify development entitlements and define the duties and obligations applicable to each property and interest subject to the agreement. Development Agreement No. 17-001 (Instrument No. 2017-000927) contains 18 conditions divided among three properties, each with associated sub-conditions that must be satisfied by the developer (**Exhibit A.8**). The conditions in DA No. 17-001 articulate the specific number of lots allowed on each property rather than relying on calculations and continued the clustered development approach which allowed for a minimum average lot size of 1.25 acres on Property 1 and only three (3) residential lots on Property 2 (**Exhibit A.6**).

On July 15, 2026, the subject Development Agreement modification was submitted with the intent of reducing the maximum number of residential lots allowed on Property 1 from 178 to 138 and increasing the number of residential lots on Property 2 from three (3) to fourteen (14) in substantial conformance with the revised site plan (**Exhibit A.3**).

The preliminary plat for Property 1 was approved on April 17, 2022 (**Exhibit B3.8**). Division of Property 1 began with the approval of the Stadium Subdivision No. 2, Phase 1 Final Plat on June 9, 2025 (**Exhibit B2.1 and B2.2).** Final plats for Stadium Subdivision No. 2, Phases 2 (SD2024-0002) and 3 (SD2025-0014), have been submitted but are not yet approved. The subject property is zoned "CR-R-R" (Conditional Rezone – Rural Residential) with a 2030 Future Land Use Designation of Agriculture (**Exhibits B2.3 and B2.4**).

HEARING CRITERIA:

Development Agreement Modification

<table>
<tr><td colspan="3">Standards of Evaluation – (CCCO §07-06-07(7) F: The presiding party shall review the particular facts and circumstances of the proposed development agreement modification. The presiding party shall apply the following standards when evaluating the proposed development agreement modification:</td></tr>
<tr><td colspan="3">County Ordinance and Review</td></tr>
<tr><td>Criteria Met?</td><td>Code Section</td><td>Criteria</td></tr>
<tr><td>No</td><td>07-06-07(7)F</td><td>A development agreement by a developer concerning the use or development of the subject parcel may be modified only by permission of the board after complying with the notice and hearing provisions of Idaho Code section 67-6509. The modification proposal must be in the form of a revised development agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.</td></tr>
<tr><td>Analysis</td><td colspan="2">Staff finds that the requirements of 07-06-07(7)F have not been fully met.

Notice and Hearing Provisions
The hearing for the proposed amendments was noticed as required under the provisions of Idaho Code 67-6509 and CCZO §07-05-01.

Revised Development Agreement
The applicant provided a revised Development Agreement (Exhibit A.6) with the following proposed amendments:

Condition 5.b (Property 1): The conditions applicable to Property 1, Section 5.b, are proposed to be amended to reduce the maximum number of residential parcels from one hundred seventy-eight (178) to one hundred thirty-eight (138).

Condition 5.b, as currently written in DA No. 17-001: Property 1 shall be permitted a maximum of 178 residential parcels with a minimum average lot size of 1.25 acres. Other than the maximum residential lot count and minimum average lot size as noted above, the Subject Property shall be developed in accordance with the terms of this Development Agreement and the applicable Canyon County Code provisions for Rural Residential zoned land.

Condition 3.b (Property 2): The conditions applicable to Property 2, Section 3.b, are proposed to be amended, repealed, and replaced in their entirety to read as follows: Property 2 shall be limited to up to 14 residential parcels, including the existing home. The minimum average lot size of the residential parcels on Property 2 shall be two acres. The 14 residential parcels on Parcel 2 are to be located on Property 2 in substantial conformance with the Site Plan attached hereto as Exhibit C.

Condition 3.b, as currently written in DA No. 17-001: The Property 2 shall [be] limited to up to two additional residential parcels or lots for a total of three residential parcels or lots, including the existing home.</td></tr>
</table>

Necessity of the Request

A complete application was submitted that includes a revised Development Agreement and a letter of intent outlining the applicant's rationale for the requested amendment (**Exhibits A.2 and A.6**). In the letter, the applicant states that the amendment is consistent with the original agreement because it locates residential lots on dry land and preserves land currently used for agricultural purposes. The applicant further contends that the proposed overall reduction in density is supported by surrounding property owners, as reflected in testimony from prior hearings. According to the applicant, an amendment to the Development Agreement is required for this reduction to be binding (**Exhibit A.2**).

The applicant initially asserted that the requested modifications would result in a net reduction of 29 residential parcels across the entire property compared to Development Agreement No. 17-001 (**Exhibit A.2**). However, while the agreement allows a maximum of 178 residential lots on Property 1, it does not guarantee that this number is feasible. The maximum lot count did not account for roadways or other necessary improvements, such as stormwater drainage, septic systems, wells, irrigation, or pathways. Given that Property 1 consists of approximately 222 acres and has a minimum average lot size of 1.25 acres, developing 178 lots would leave no land available for roads. As a result, construction of 178 lots on Property 1 is not physically feasible under the existing agreement. The maximum lot count also did not account for hillside development requirements (**Exhibit B2.14 and B2.15**). The Preliminary Plat for Stadium Subdivision No. 2 (SD2020-0027), approved by the Board of County Commissioners on April 17, 2022, depicts 136 residential lots on Property 1 (**Exhibit B3.8**). The approved preliminary plat allocates 22.57 acres for street right-of-way, 1.72 acres for common lots, and 197.5 acres for residential lots, resulting in an average lot size of 1.45 acres (**Exhibit B3.8**). Because the preliminary plat includes roadways and other necessary infrastructure, it likely represents a more realistic estimate of buildout capacity under Development Agreement No. 17-001.

Additional comments from the applicant indicate that Horrocks Engineering conducted an analysis and concluded that, considering roads and topography, the property could accommodate 165 residential lots on Property 1 (**Exhibits A10.1 and A10.3**). However, this 165-lot design was never submitted as a preliminary plat, and it is unclear whether the design would meet agency standards for septic systems, public roadways, drainage, required pathways, or other subdivision requirements. In addition, the 165-lot concept does not easily identify the average lot size, making it unclear whether it would meet the 1.25-acre minimum average lot size required by the development agreement on Property 1 (**Exhibit A.8**). If the applicant were to submit a new preliminary plat depicting the 165-lot design and subsequently submit final plats for each phase, perhaps 165 lots could be developed on Property 1. However, until complete plans are reviewed by all applicable agencies, it is difficult to determine if a revised preliminary plat under the current agreement would result in more lots overall than the 152 proposed in the development agreement modification.

The applicant proposes 14 residential lots on Property 2, which was intended to accommodate only three (3) residential lots. Development on Property 2 was intentionally restricted to preserve agricultural land and open space, with additional development capacity instead directed to Property 1. The original proposals in 2007 and 2010 allowed for a maximum of 103 lots across the entire development. Rural Residential standards would allow for Property 1 to be subdivided into 111 residential lots without consideration for roads and other infrastructure. Through clustered development, Development Agreement No. 17-001 allowed approval of a preliminary plat with 136 residential lots on Property 1, resulting in 33 more lots than were originally approved for the entire development. Allowing additional development on Property 2 would diminish the intended benefits of the clustered development.

The applicant has stated that the proposed 14 residential lots on Property 2 would be limited to dryland areas and would preserve the existing irrigation pivots. The farmer currently managing the irrigated pivots and associated crop land has indicated that the proposed modification will not hinder agricultural operations (**Exhibit E.1**). The applicant also notes that the previous owners of Property 2 farmed the land and intended to limit development in this area to three lots for family use (**Exhibit A10.3**). Because those owners have since

	relocated, the applicant contends that the dryland area is better suited for residential development, and the proposed site plan for the modification will consolidate access on Property 2. The proposed modification will also allow the current renter of the farmhouse to purchase the property where they reside (**Exhibit A10.3**). However, staff does not find these circumstances rise to the level of a necessity that would justify modification of the Development Agreement. Additional development rights were granted under the 2012 agreement and carried forward into the 2017 agreement with the understanding that Property 2 would remain primarily farmland and open space (**Exhibits B3.5, B3.6, B3.7, and A.8**). Under the current Development Agreement, the applicant can replat Property 2 to sell off the existing farmhouse on a smaller lot to the current renter while still limiting the total development on Property 2 to no more than three (3) residential lots. Staff finds that the applicant has not demonstrated a compelling need to amend the Development Agreement beyond a desire to increase the extent of land available for residential development.

NOTIFICATION AND COMMENTS:
Notice of the public hearing was provided as per CCCO §07-05-01. Agencies were notified on July 25, 2025, and February 12, 2026. Property owners within 600 feet of the subject property boundaries were notified on February 12, 2026. A newspaper notice was published on February 17, 2026. The subject property was posted with a notice on February 19, 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 verbally provided at the public hearing to 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" (2) total written public comments by the materials deadline of March 9, 2026. The comments received were connected to the applicant and were in favor of the requested development agreement modification. 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 development agreement modification is not compliant with Canyon County Ordinance 07-06-07(7)F. A full analysis is detailed within the staff report.

If the Commission moves to recommend approval, it can choose to change the conditions as proposed by the applicant.

DECISION OPTIONS

- **Approval of the Application**: "I move to approve PH2016-61-MOD, Tradition Capital Partners, LLC and Austin Acres, LLC, finding the application **does** meet the criteria for approval under Article 07-06-07(7)F of Canyon County Zoning Ordinance, **with the amendments listed in staff report exhibit A.6, finding that**: [*Cite reasons for approval & Insert any additional conditions of approval*].
- **Denial of the Application**: "I move to deny PH2016-61-MOD, Tradition Capital Partners, LLC and Austin Acres, LLC, finding the application **does not** meet the criteria for approval under 07-06-07(7)F 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 PH2016-61-MOD, Tradition Capital Partners, LLC and Austin Acres, LLC to a [*date certain or uncertain*]

EXHIBITS:

A. **Materials**
   1. Master Application
   2. Letter of Intent June 20, 2025
   3. Site Plan(s)
   4. Agency Acknowledgments
   5. Neighborhood Meeting
   6. Proposed Development Agreement Amendment
   7. Deeds
   8. Development Agreement No. 17-001 (Instrument No. 2017-000927)
   9. State of Idaho, Office of the Secretary of State, Annual Report
   10. Additional supporting documentation
      10.1. Lakey Additional Comments Received March 7, 2026
      10.2. Lakey PowerPoint Received March 7, 2026
      10.3. Kofoed Statement Received March 9, 2026

B. Supplemental Documents
   1. Parcel Information Report
   2. Cases Maps/Reports
      2.1. Small Air Ortho (1-Mile)
      2.2. Small Vicinity Map North
      2.3. Small Vicinity Map South
      2.4. Zoning and Classification
      2.5. Canyon County 20230 Future Land Use Map
      2.6. Dairy, Feedlot, and Gravel Pit
      2.7. Soil and Prime Farmlands Map with Report
      2.8. Subdivision Map and Report
      2.9. Nitrate Priority Wells
      2.10. TAZ Households
      2.11. Lot Classification Map
      2.12. Case Map (1-Mile)
      2.13. Case Summary Report
      2.14. Slope Percent Map
      2.15. Contour Map
   3. Previous Approvals
      3.1. CUP2007-46: Aerial,
      3.2. CUP2007-46: Site Plan
      3.3. CUP2007-46: Conditions
      3.4. CPR2009-1: Aerial,
      3.5. CPR2009-1: Site Plan
      3.6. CPR2009-1: Development Agreement No. 10.104
      3.7. CR-PH2012-1002: Development Agreement No. 12-147
      3.8. Stadium Subdivision Preliminary Plat (SD2020-0027)

C. Site Visit Photos: December 3, 2025

D. Agency Comments Received by: March 9, 2026
   1. Notus Parma Highway District; Received: September 19, 2025
   2. Middleton School District #134; Received: September 12, 2025
      2.1. Updated Middleton School District #134; Received: February 19, 2026
   3. Idaho Transportation Department; Received: August 4, 2025

3.1. Updated Idaho Transportation Department; Received February 18, 2026
4. Southwest District Health Department; Received: July 28, 2025
4.1. SWDH Pre-Development Notes; Received: July 28, 2025

E. Public Comments Received by: March 9, 2026

1. Wagner Statement Received March 9, 2026
2. Alan Mills Statement Received March 9, 2026
2.1. Development Petition Received March 9, 2026

F. Draft FCO's

Exhibit 3

EXHIBIT A

Application Packet & Supporting Materials

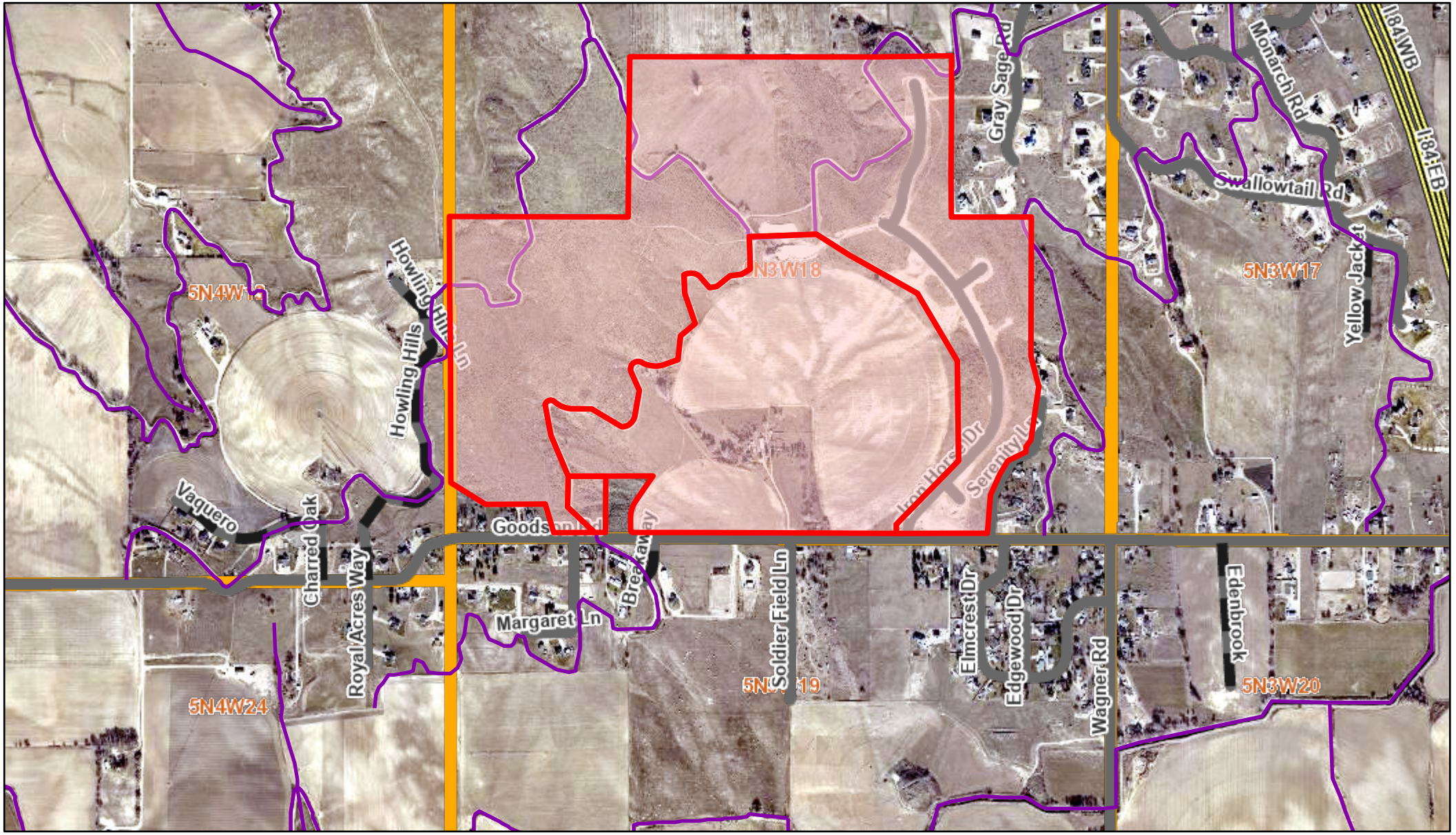
Planning & Zoning Commission

Case# PH2016-61-MOD

Hearing date: March 19, 2026

Exhibit 3

Canyon County, ID Web Map



7/15/2025, 2:19:24 PM

Multiple Parcel Search _Query result

Hydro_NHDFlowline

CanyonCountyRoads

Interstate

Roads

CC_PrivateRoads

County Boundary

Current Impact Area

City Limits

Sections

Imagery_2025_3in

Red: Band_1

1:18,056

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Exhibit 3

Canyon County, ID

Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA | City of Nampa |

DEVELOPMENT AGREEMENT MODIFICATION
PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: Tradition Capital Partners, LLC
	MAILING ADDRESS: 8484 Brookhaven Pl., Middleton, ID 83644
	PHONE: [redacted] EMAIL: [redacted]

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: _____ Date: 6/24/2025

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME: Jay Gibbons
	COMPANY NAME: N/A
	MAILING ADDRESS: 10167 Willis Rd., Middleton, ID 83644
	PHONE: [redacted] EMAIL: [redacted]

SITE INFO	STREET ADDRESS: 0 and 17506 Goodson Rd., Caldwell, ID
	PARCEL NUMBER: R37887100; R37887010; R37881030; R37887102 0
	PARCEL SIZE: 221.97; 127.9; 2.77 and 2.77
	DEVELOPMENT AGREEMENT NO.: Recorded Instr. No. 2017-000927
	FLOOD ZONE (YES/NO): No ZONING DISTRICT: CR-RR

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER	~~DA2025-0001~~	DATE RECEIVED:	6/~~24~~25/25 for Review
RECEIVED BY:	dr	APPLICATION FEE:	CK MO CC CASH

$1150 pd 7-15-25

PH2016-61-MOD P2 & BOCC Hearings

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT
111 North 11th Avenue #310, Caldwell ID 83605
zoninginfo@canyoncounty.id.gov - Phone 208-402-4164
Revised 3/20/23

DEVELOPMENT AGREEMENT MODIFICATION
PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: Austin Acres, LLC	
	MAILING ADDRESS: 10230 Purple Sage Rd., Middleton, ID 83644	
	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: /s/ Joe Austin *Date:* 6/24/2025

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME: Jay Gibbons	
	COMPANY NAME: N/A	
	MAILING ADDRESS: 10167 Willis Rd., Middleton, ID 83644	
	PHONE: [redacted]	EMAIL: [redacted]

SITE INFO	STREET ADDRESS: 0 and 17506 Goodson, Rd, Caldwell, ID	
	PARCEL NUMBER: R37887100; R37887010; R37881030; R37887 1020	
	PARCEL SIZE: 221.97 ; 127.9 ; 2.77 ; 2.77	
	DEVELOPMENT AGREEMENT NO.: Recorded Instr. No. 2017-000927	
	FLOOD ZONE (YES/NO) No	ZONING DISTRICT: CR-RR

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER	DATE RECEIVED:	
RECEIVED BY:	APPLICATION FEE:	CK MO CC CASH

Exhibit A.1

Canyon County Development Services
111 North 11th Avenue, #310
Caldwell, Idaho 83605
www.canyoncounty.id.gov
208-402-4164

AFFIDAVIT OF LEGAL INTEREST

I, Spencer Kofoed (name), 8454 Brookhaven Pl (address)

Middleton (city), ID (state), 83644 (zip code)

being first duly sworn upon oath, depose and say:

1. That I am the owner of record of the property described on the attached application and I grant my permission to

   Jay Gibbons (name), 10167 Willis Rd, Middleton, ID 83644 (address)

   to submit the accompanying application pertaining to the subject property.

2. I agree to indemnify, defend and hold Canyon County and its employees harmless from any claims to liability resulting from any dispute as to the statements contained herein or as to the ownership of the property, which is the subject of the application.

Dated this 14TH day of May, 20 25.

(signature)

STATE OF IDAHO)
ss
COUNTY OF CANYON)

On this 14TH day of MAY, in the year 20 25, before me Jacob Thibault, a notary public, personally appeared Spencer Kofoed, 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.

Jacob Riley Thibault
Notary Public, State of Idaho
My Commission Expires 03/27/2029
Commission # 20231160

Notary:

My Commission Expires: 03/27/2029

Exhibit A.1

Exhibit 3

BORTON - LAKEY

LAW AND POLICY

141 E. CARLTON AVE., MERIDIAN, IDAHO 83642

(208) 908-4415 (OFFICE) (208) 493-4610 (FAX)

June 20, 2025

Brad Holton
Zach Brooks
Leslie Van Beek
Canyon County Commissioners
1115 Albany St.
Caldwell, ID 83605

RE: Cover Letter and Addendum to Letter of Intent – First Amendment to DA 2017-000927

Dear Commissioners,

I represent Tradition Capital Partners and am submitting this cover letter as an addendum to the letter of intent pertaining to my client's application for a Development Agreement (DA) modification in this case. I am submitting our proposed development agreement amendment which is attached hereto and entitled First Amendment to Amended and Restated Development Agreement. The subject property in this case was approved to be rezoned to CR-RR to allow the previous owners to develop residential lots primarily on the land that is non-viable for farming while preserving the ground that had been and was being farmed. The original owners applied for a modification of their development agreement to amend and restate the agreement so that the property owners maintained their cooperative and supportive relationship but the properties and the owners and properties were separated for accountability and control purposes. Property One contained the majority of the non-viable dry ground and most of the development. Property Two has the original home, some dry ground and two areas being farmed under pivots. In total Property One and Two were approved for 182 lots – 178 on Property One and 3 on Property Two.

This amendment to the DA is in conformance with the intent of the agreement in that it maintains the residential parcels on the dry lands that are not viable for farming and preserves the ground that was and has been farmed. Eleven residential parcels that could be developed on Property One are being transferred to Property Two so there is no increase in the total number of parcels approved under the DA. This amendment transfers the 11 residential parcels from Property One to the non-farm dry ground on a portion of Property Two – again maintaining the original purpose and intent of the DA. This portion of Property Two containing the residential parcels is approximately 35 acres in size. The average minimum lot size for residential lots on Property One is 1.25 acres. The proposed minimum average lot size on Property Two after the lots are transferred is greater at 2 acres – so the eleven transferred lots will be larger with less density. The DA amendment requires substantial compliance with the attached site plan (Exhibit C) which shows this proposal is not just a handful of 2.0 acre parcels. The proposed amendment results in a decrease in the overall number of residential parcels approved on the property subject to the DA. As described above this proposed amendment retains the intent of the DA and therefore this amendment conforms with CCZO 07-06-07(4).

The current owners support a reduction in the overall number of residential parcels that are allowed on the property that is subject to the DA. The total number of residential parcels allowed on Property One is 178 and 3 on Property Two. Transferring the 11 lots from Property One to Property Two has no net effect on the number of lots approved under the DA. However, the current property owners are willing to reduce the number of residential parcels allowed on Property One to 138. This results in an overall reduction of 29 lots following the transfer of the 11 lots. Based on testimony at previous hearings over the years, some of those that reside in the area would prefer to see fewer residential lots on the subject property. For the proposed reduction in the total number of lots to be binding on these current willing owners as well as future owners, the DA must be amended to establish a reduction in the maximum number of lots. Since the proposed amendment is necessary to make the proposed reduction binding and effective this amendment conforms with CCZO 07-06-07(7)(A).

I look forward to answering any questions you may have regarding this First Amendment to the DA.

Sincerely,

Todd M. Lakey

Exhibit A.3

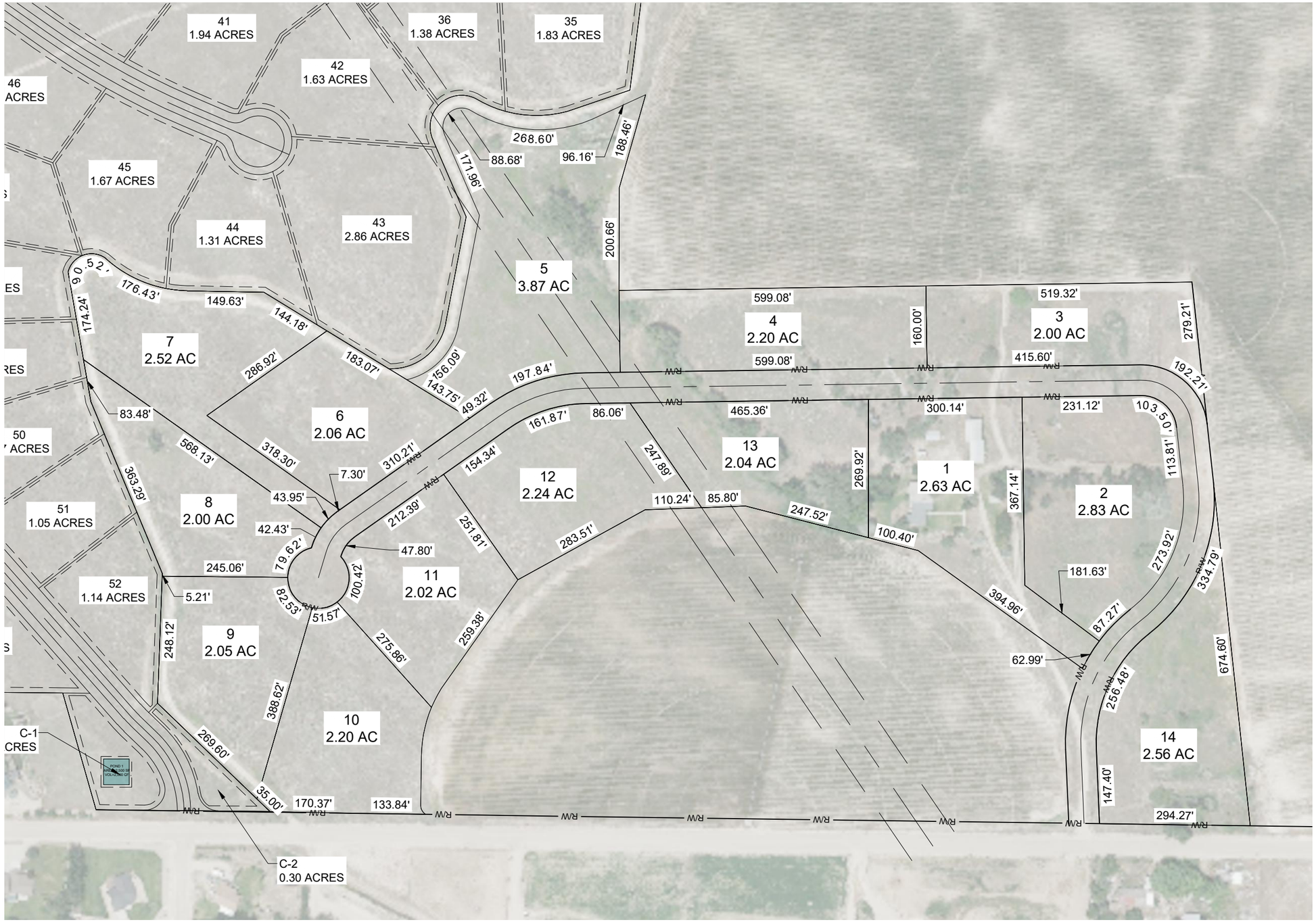


Exhibit A.3

Exhibit 3

AGENCY ACKNOWLEDGMENT

Date: 5-14-2025
Applicant: Jay S. Gibbons
Parcel Number: 37887100, 37887103 00
Site Address: TBD Goodson Rd. Caldwell, Id. 83607

SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.

The purpose of this form is to facilitate communication between applicants and agencies so that relevant requirements, application processes, and other feedback can be provided to applicants early in the planning process. Record of communication with an agency regarding the project can be submitted instead of a signature. After the application is submitted, impacted agencies will be sent a hearing notification by DSD staff and will have the opportunity to submit comments.

Southwest District Health:
☒ Applicant submitted/met for informal review.

Date: 06/18/2025 Signed: Anthony Lee
Authorized Southwest District Health Representative
(This signature does not guarantee project or permit approval)

Fire District: District: Middleton RFD
☒ Applicant submitted/met for informal review.

Date: 5/28/25 Signed:
Authorized Fire District Representative
(This signature does not guarantee project or permit approval)

Highway District: District:
☐ Applicant submitted/met for informal review.

Date: Signed: See ATTACHED EMAIL Acknowledgment
Authorized Highway District Representative
(This signature does not guarantee project or permit approval)

Irrigation District: District: Black Canyon Irrigation District
☒ Applicant submitted/met for informal review.

Date: 6-23-25 Signed:
Authorized Irrigation Representative
(This signature does not guarantee project or permit approval)

Area of City Impact City:
☐ Applicant submitted/met for informal review.

Date: Signed: N/A
Authorized AOCI Representative
(This signature does not guarantee project or permit approval)

DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED

Outlook

Fw: Stadium 2 Phase 4

From Jay Gibbons <[redacted]>
Date Tue 5/20/2025 7:25 AM
To Alan <[redacted]>

Exhibit A.4

From: Lynn Troxel <[redacted]>
Sent: Tuesday, May 20, 2025 7:21 AM
To: Jay Gibbons <[redacted]>
Cc: Alan <[redacted]>
Subject: RE: Stadium 2 Phase 4

Jay,

Good morning, I acknowledge that you have submitted the conceptual layout for our review. As you mentioned, if approved by Canyon County, it will need to be reviewed in detail by our Engineering.

Thanks,

Lynn Troxel
Director of Highways
Notus-Parma Highway District #2

Exhibit 3

From: Jay Gibbons <[redacted]>
Sent: Monday, May 19, 2025 9:43 AM
To: Lynn Troxel <[redacted]>
Cc: Alan <[redacted]>
Subject: Stadium 2 Phase 4

Lynn,

Exhibit A.4

Exhibit 3

Debbie Root

From: Jay Gibbons <[redacted]
ent: Friday, June 27, 2025 11:59 AM
To: Debbie Root
Subject: [External] Re: Stadium phase 4

March 27, 2025
Thanks,
Jay

On Jun 27, 2025, at 8:28 AM, Debbie Root <Debbie.Root@canyoncounty.id.gov> wrote:

Jay,

What date did you actually send out the neighborhood meeting letters?

Respectfully,

Deb Root, MBA
Canyon County Development Services
debbie.root@canyoncounty.id.gov
208-455-6034

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT
111 North 11th Avenue, #310, Caldwell, ID 83605
zoninginfo@canyoncounty.id.gov Phone: 208-454-7458 Fax: 208-454-6633

NEIGHBORHOOD MEETING SIGN UP SHEET

CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

SITE INFORMATION

Site Address: TBD Goodson Rd. Parcel Number: 37887101DD, 37887103DD

City: Caldwell State: Id ZIP Code: 83607

Notices Mailed Date: April 9, 2025 Number of Acres: ~35 Current Zoning: CRR

Description of the Request: Replat of Lots 2, 3, 4 of Stadium Subdivision

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Jay Gibbons

Company Name: ~~Tradition Homes~~ TEA Engineering

Current address: 10147 Willis Road

City: Middleton State: Id ZIP Code: 83644

Phone: [redacted] Cell: Same Fax: —

Email: [redacted]

MEETING INFORMATION

DATE OF MEETING: 4/9/2025 MEETING LOCATION: ~~16~~ 17506 Goodson Rd

MEETING START TIME: 6:00 PM MEETING END TIME: 7:00 PM

ATTENDEES:

NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. Rob Hancock		16991 Swallowtail RD Caldwell
2. Twylie McIlvanie	Twylie McIlvanie	17886 Goodson
3. Spencer Koford		8454 Brookhaven Pl Middleton
4. Alan Mills		Box 206 Middleton Rd.
5. Tony Myers		17506 Goodson Rd Caldwell
6. Jay Gibbons		10167 Willis Rd. Middleton
7. Steve Clark		27975 Rabbit Brush Rd.
8. Jason L. Cox		12165 Sand Hollow Rd
9. Linda Calkins		17674 Melody Ln

Revised 6/9/22

10.	Terry Vollmer [illegible] 17074 Elm Crest Dr
11.	John CALKINS 17074 Elm Crest Dr
12.	Debbie Hancock [illegible] mail@icloud.com
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

NEIGHBORHOOD MEETING CERTIFICATION

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print): Jay S. Gibbons

APPLICANT/REPRESENTATIVE (Signature): [signature]

DATE: ~~05~~ 04 / 09 / 2025

Fulmer Trust
26985 Margaret Ln
Caldwell ID 83607

Silvia Felix
26837 Margaret Ln
Caldwell ID 83607

Silvia Henderson
26915 Margaret Ln
Caldwell ID 83607

Nick Madril
17931 Goodson Rd
Caldwell ID 83607

Mark Ottens
17949 Goodson Rd
Caldwell ID 83607

Raybar Trust
17975 Goodson Rd
Caldwell ID 83607

Cheryl Bell
17993 Goodson Rd
Caldwell ID 83607

Halle Stutting
17030 Elmcrest Dr
Caldwell ID 83607

Mark Gregorio
17052 Elmcrest Dr
Caldwell ID 83607

Dennis Rino
17056 Elmcrest Dr
Caldwell ID 83607

Anthony Lee
26900 Edgewood Dr
Caldwell ID 83607

John Calkins
17074 Elmcrest Dr
Caldwell ID 83607

Michael Barta
17092 Elmcrest Dr
Caldwell ID 83607

Blake Milburn
26880 Edgewood Dr
Caldwell ID 83607

Anthony Lee
26900 Edgewood Dr
Caldwell ID 83607

Steve Logan
26901 Edgewood Dr
Caldwell ID 83607

Russell MacKiewicz
26891 Edgewood Dr
Caldwell ID 83607

Jackie Stills
17240 Elmcrest Dr
Caldwell ID 83607

Shiloh Brown
17250 E Elmcrest Dr
Caldwell ID 83607

Barrie Rex R And Barrie Cindy L
Rev Living Trust
17252 Elmcrest Dr
Caldwell ID 83607

Troy Demeyer
17254 Elmcrest Dr
Caldwell ID 83607

Kimberly Stumbaugh
26895 Wagner Rd
Caldwell ID 83607

William Travis
17081 Elmcrest Dr
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Vernen Vollmer
17261 Elmcrest Dr
Caldwell ID 83607

Alisa Gulley
17249 Elmcrest Dr
Caldwell ID 83605

Michael Gallagher
17241 Elmcrest Dr
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James Batchelor
17229 Elmcrest Dr
Caldwell ID 83607

Timothy Vetterick
17221 Elmcrest Dr
Caldwell ID 83607

Casey Kasum
16744 Goodson Rd
Caldwell ID 83607

Robert Hancock
16991 Swallowtail Rd
Caldwell ID 83607

Jeff Davis
16995 Swallowtail Rd
Caldwell ID 83607

Scott Slipsager
17114 Goodson Rd
Caldwell ID 83607

Christine Ann Peace
17120 Goodson Rd
Caldwell ID 83607

Craig Smith
13396 Planet Ct
Riverside CA 92503

Rick Munson
27204 Serenity Ln
Caldwell ID 83607

Barry Blume
30492 N Stampede Rd
Athol ID 83801

David Cox
10346 Colburn Culver Rd
Sandpoint ID 83864

Jason Cox
17265 Sand Hollow Rd
Caldwell ID 83607

The Office Of Residing Elder Judith Ann Glasse And Her Successor A Rel.Corp Sole Of For Unveled Chri
PO Box 577
Caldwell ID 83606

Gregory Sergienko
70 S 2nd St Apt 104
Eagle ID 83616

Jason Jones
17102 Goodson Rd
Caldwell ID 83607

Casey Kasum
16744 Goodson Rd
Caldwell ID 83607

Gregory Sergienko
70 S 2nd St Apt 104
Eagle ID 83616

Dartanyon Burrows
27942 Gray Sage Rd
Caldwell ID 83607

Mann Travis And Jenny Family
27894 Gray Sage Rd
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Jack Keithley
PO Box 363
Middleton ID 83644

Troy Grever
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Joel Wettstein
27857 Rabbit Brush Rd
Caldwell ID 83607

James Martin
27881 Rabbit Brush Rd
Caldwell ID 83605

Steven Clark
27915 Rabbit Brush Rd
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Sheina Gurney
27985 Gray Sage Rd
Caldwell ID 83607

Jason Peters
17134 Big Sage Ct
Caldwell ID 83607

Sage Silver
17188 Big Sage Ct
Caldwell ID 83607

Robert Combes
17234 Big Sage Ct
Caldwell ID 83607

Anthony Fenicottero
17227 Big Sage Ct
Caldwell ID 83607

Glenn Schukei
30 Amber Way
Chico CA 95926

Thomas Armstrong
27825 Gray Sage Rd
Caldwell ID 83607

Dennis Jones
27629 Wagner Rd
Caldwell ID 83607

Patricia Alvey
27635 Wagner Rd
Caldwell ID 83607

Jeffrey Dominick
27705 Wagner Rd
Caldwell ID 83607

Kevin Neal
27713 Wagner Rd
Caldwell ID 83607

David Frederick
27755 Wagner Rd
Caldwell ID 83607

Dennis Jones
27629 Wagner Rd
Caldwell ID 83607

Dawni Farnworth
27720 Gray Sage Dr
Caldwell ID 83607

William Lappin
27705 Wagner Rd
Caldwell ID 83607

Dennis Jones
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Jimmie Rebich
27639 Gray Sage Rd
Caldwell ID 83607

Orrall Family Trust
27675 Gray Sage Dr
Caldwell ID 83607

Wesley Tankersley
27705 Gray Sage Rd
Caldwell ID 83607

Bobby Harris
PO Box 983
Fruitland ID 83619

Jerry Uptmor
27751 Gray Sage Rd
Caldwell ID 83607

Jerry Uptmor
27751 Gray Sage Rd
Caldwell ID 83607

Jay William Barney
17976 Goodson Rd
Caldwell ID 83607

James Crossley
27038 Serenity Ln
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Robert Hill
27104 Serenity Ln
Caldwell ID 83607

Scott Slipsager
17114 Goodson Rd
Caldwell ID 83607

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David Shippy
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Bill Mc Ilvanie
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8454 Brookhaven Pl
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Caldwell ID 83607

Millard Yorgensen
26953 Wagner Rd
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Caldwell ID 83607

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Caldwell ID 83607

Wesley Jennings
.7571 Goodson Rd
Caldwell ID 83607

Myron Kershaw
17530 Galloway Rd
Caldwell ID 83607

Sft Family Trust
26522 Stafford Rd
Caldwell ID 83607

Chaney Stotts Jr
27486 Howling Hills Ln
Caldwell ID 83607

Fred Murphey
18175 Sand Hollow Rd
Caldwell ID 83607

Chaney Stotts
19300 Goodson Rd
Caldwell ID 83607

McMorris L And J Trust
18116 Goodson Rd
Caldwell ID 83607

Christian Baker
18056 Goodson Rd
Caldwell ID 83607

Jed Yore
18048 Goodson Rd
Caldwell ID 83607

Ryan McMorris
27494 Howling Hills Ln
Caldwell ID 83607

Exhibit A.5

Fulmer Trust
26985 Margaret Ln
Caldwell ID 83607

Silvia Felix
26837 Margaret Ln
Caldwell ID 83607

Silvia Henderson
26915 Margaret Ln
Caldwell ID 83607

Nick Madril
17931 Goodson Rd
Caldwell ID 83607

Mark Ottens
17949 Goodson Rd
Caldwell ID 83607

Raybar Trust
17975 Goodson Rd
Caldwell ID 83607

Cheryl Bell
17993 Goodson Rd
Caldwell ID 83607

Halle Stutting
17030 Elmcrest Dr
Caldwell ID 83607

Mark Gregorio
17052 Elmcrest Dr
Caldwell ID 83607

Dennis Rino
17056 Elmcrest Dr
Caldwell ID 83607

Anthony Lee
26900 Edgewood Dr
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John Calkins
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Exhibit A.5

Kevin Neal
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Jed Yore
18048 Goodson Rd
Caldwell ID 83607

Ryan McMorris
27494 Howling Hills Ln
Caldwell ID 83607

NEIGHBORHOOD MEETING NOTICE

To Whom it May Concern:

There will be a neighborhood meeting held:

Date: April 9, 2025

Time: 6:00 PM

Location: 17506 Goodson Road, Caldwell, Idaho

This notice has been sent to all residents within 600 feet of the subject property. It is to inform you that Tradition Homes is requesting a modification to the existing Development Agreement for The Stadium Development.

It is proposed that 14 previously approved lots be transferred to property within the development now known as Stadium Phase 4.

A proposed layout of the 14 lots is enclosed with this notice. It will also be discussed at the neighborhood meeting. This will be your opportunity to review the proposed plat and make comments to the owners' representatives. There will be no representatives from Canyon County Development Services at the meeting.

At a future date there will be a public meeting held where anyone will be able to make comment on the proposed modifications to the Development Agreement and Plat.

Thank you,

Jay S Gibbons

Representative of Tradition Homes, Stadium Development

208-863-1815

Exhibit 3

Exhibit A.5

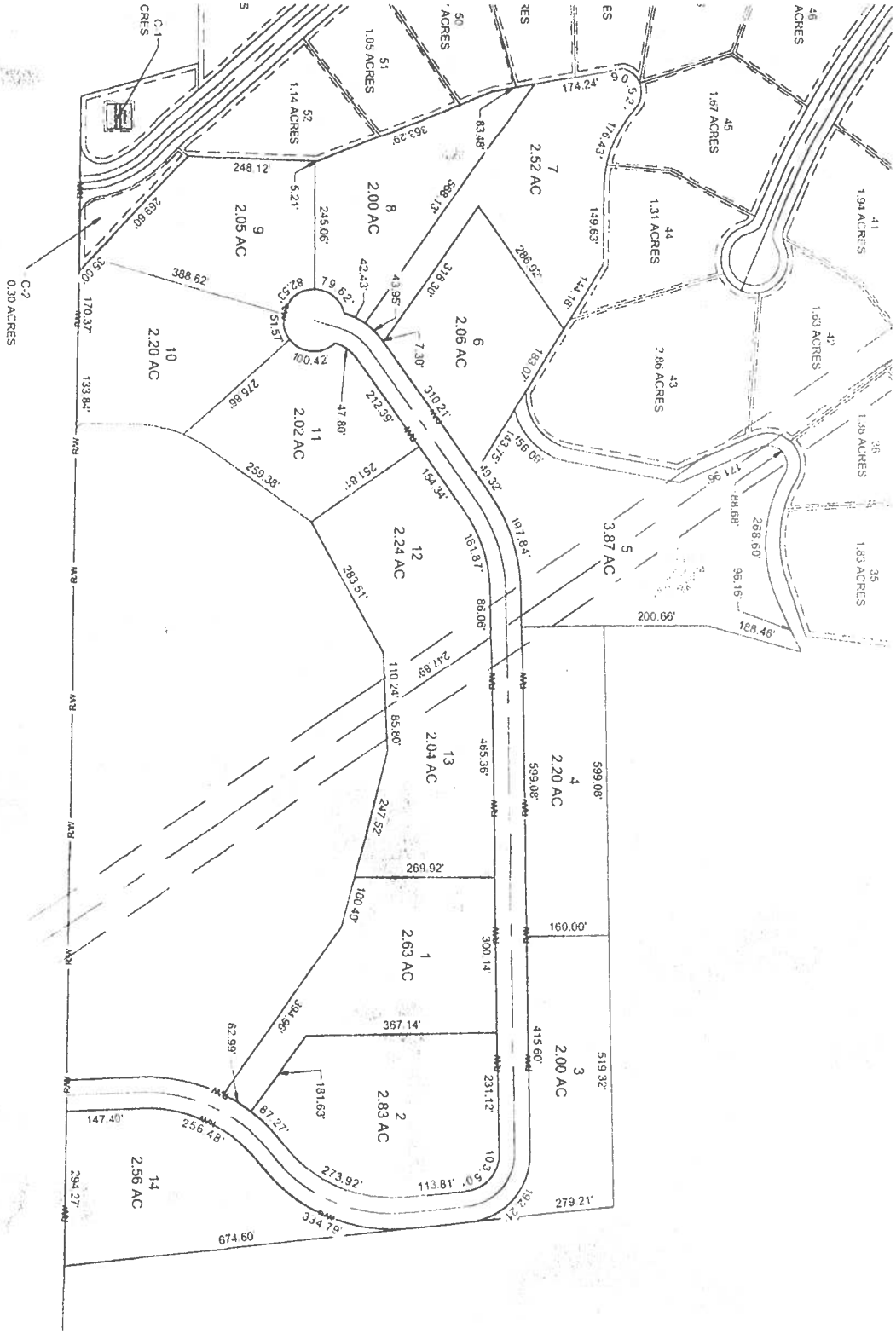


Exhibit A.5

Exhibit 3

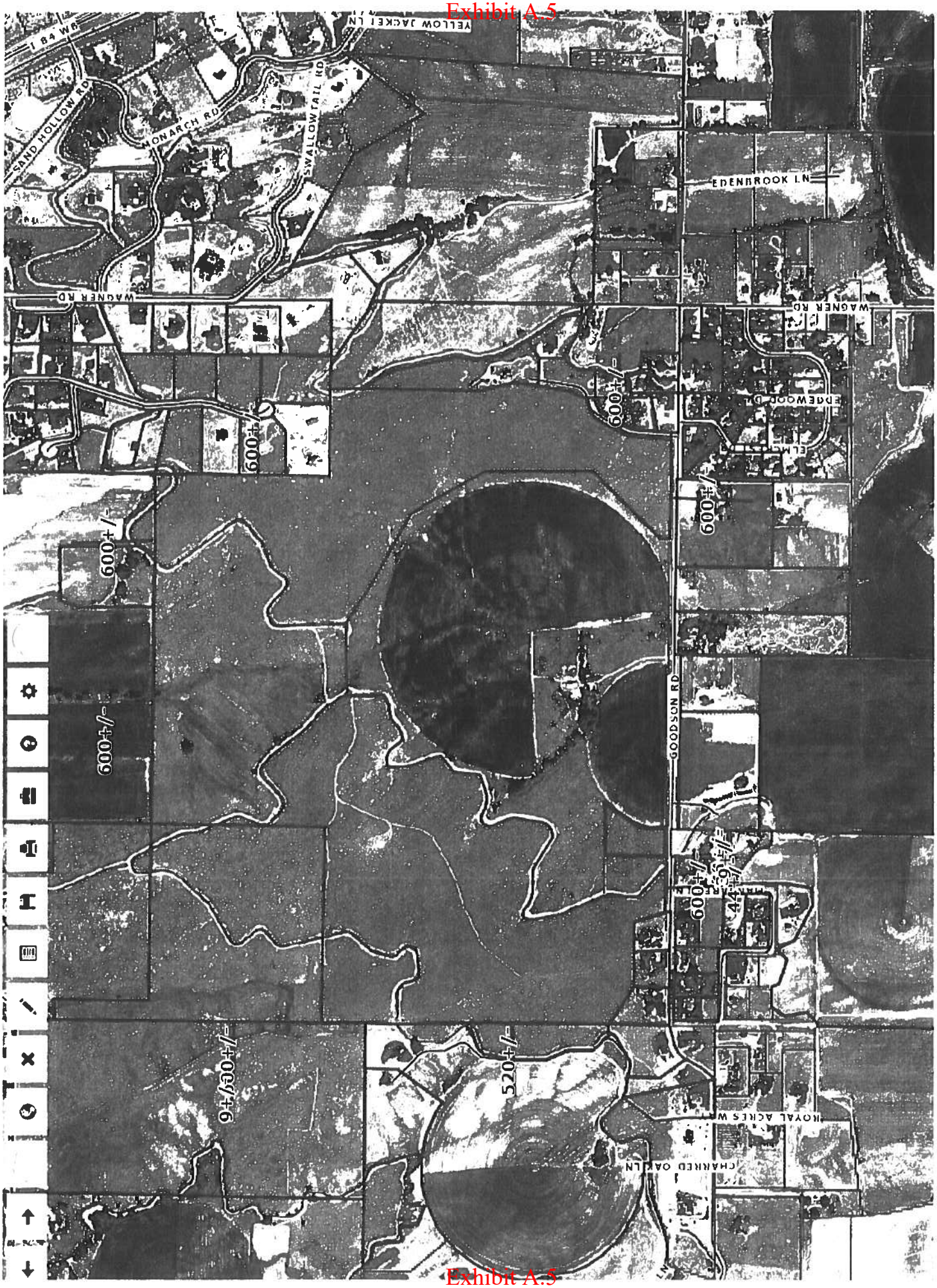

YELLOW JACKET LN
SAND HOLLOW RD
MONARCH RD
SWALLOWTAIL RD
EDENBROOK LN
WAGNER RD
EDGEWOOD DR
ELM
GOODSON RD
CHARRED OAK LN
600+/-
9+/-
520+/-

Exhibit A.5

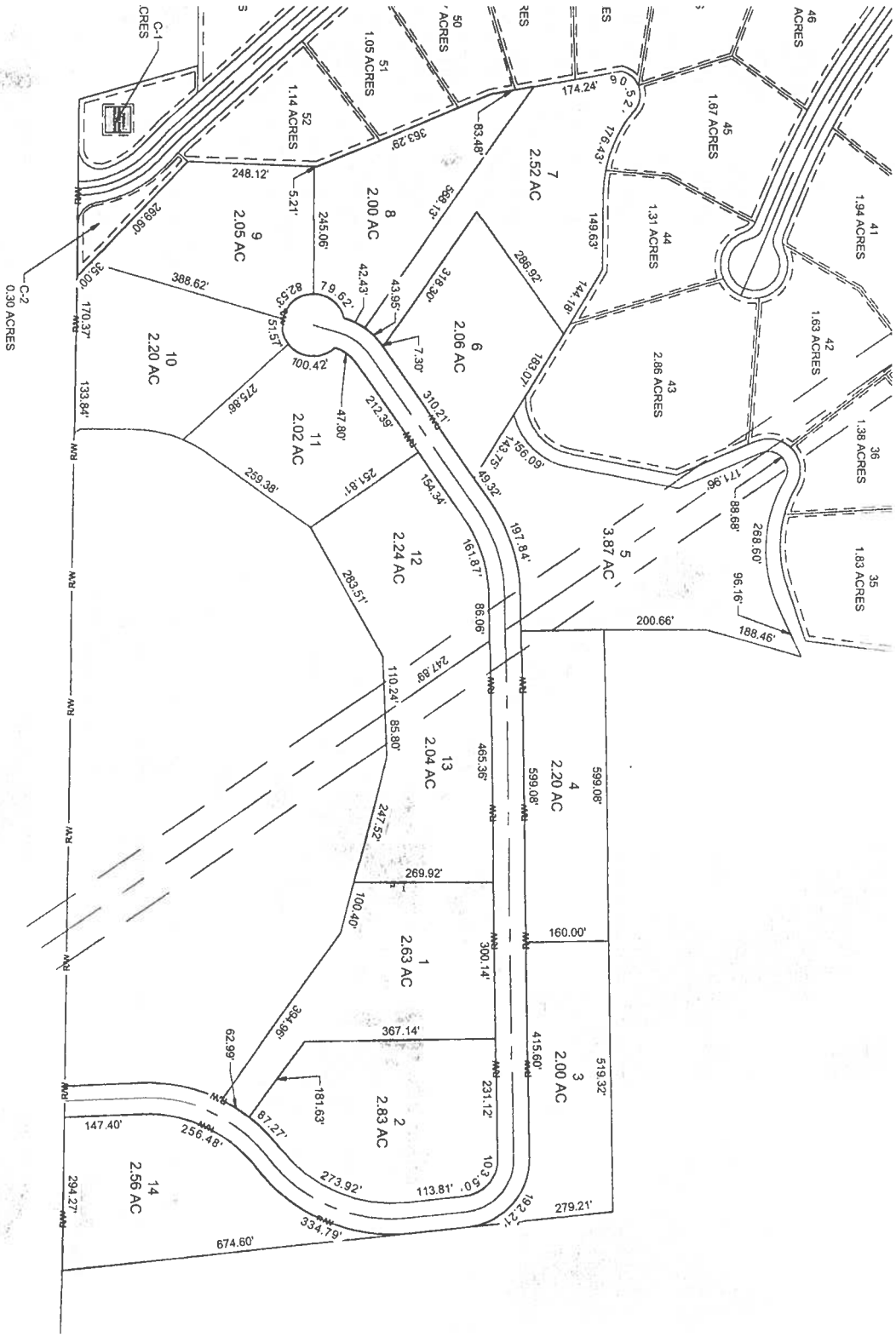


Exhibit A.5

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT ("Amendment") TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT dated January 5, 2025 ("Agreement") is made by and between Canyon County, a political subdivision of the State of Idaho ("County") and Tradition Capital Partners, LLC, an Idaho limited liability company ("Tradition"), as the owner of Property 1, and Tradition and Austin Acres, LLC, an Idaho limited liability company, as tenants in common and owners of Property 2 ("TIC Owners"), and is entered into and effective this ____ day of _____, 2025. Tradition and TIC Owners may jointly and collectively be referred to herein as "Owners". The County, Tradition and TIC Owners may be collectively referred to herein as "Parties" and individually as "Party."

RECITALS

WHEREAS, the County, J.A.P.S. of Idaho, LLC ("LLC") and the Glen C. Olsen and Evelyn J. Olsen Living trust ("Olsen") entered into the Agreement which is being amended by this Amendment;

WHEREAS, since the execution of the Agreement Tradition has acquired and now owns Property One and Property Three which are two of the three properties noted in and subject to the Agreement;

WHEREAS, TIC Owners have acquired and own Property Two which is the other property noted in and subject to the Agreement.

WHEREAS, Owners acknowledge and agree that they possess and are subject to the rights, terms and obligations contained in the Agreement;

WHEREAS, in the Agreement, Property One was approved for 178 residential parcels and Property Two was approved for 3 residential parcels;

WHEREAS, the Owners desire to reduce the number total number of residential parcels available on Property One and transfer some of the residential parcels from the approved total for Property One to Property Two;

WHEREAS, Owners are proposing to transfer 11 of the 178 residential parcels from Property One to the non-farm ground on Property Two which means that the new total number of residential parcels available on Property Two would be 14;

WHEREAS, The Owners are proposing to reduce the 178 residential parcels allowed on Property One by 40 which means that the new total of residential parcels allowed on Parcel One would be 138;

WHEREAS, The proposed reduction on Property One and the transfer to Property Two results in a net reduction of 29 residential parcels from the total number of residential parcels on the entire property subject to the Agreement;

WHEREAS, The Parties are reducing the total amount of residential parcels approved under the Agreement and the new residential parcels on Property Two would be located primarily on the dry non-farm ground on Property Two in substantial compliance with the attached site plan;

WHEREAS, Owners and County desire to amend the Agreement with this Amendment as provided herein; and

WHEREAS, Section 14.1 of the Agreement provides that the Agreement may be amended following notice and public hearing in accordance with Canyon County Code, and following said notice and hearing the County found that this First Amendment to the Agreement is the public interest and in accordance with the intent of the Agreement and therefore the Parties desire to amend the Agreement as provided herein.

NOW THEREFORE, based upon good and valuable consideration, the receipt and sufficiency of which is hereby recognized, the Parties agree as follows:

1. The Parties hereby amend Exhibit B "Conditions" to the Agreement as follows:

a. The Conditions Applicable to Property 1, Section 5.b. is hereby amended to reduce the maximum number of residential parcels from one hundred seventy eight (178) to one hundred thirty eight (138).

b. The Conditions Applicable to Property 2, Section 3.b. is amended, repealed and replaced in its entirety so that it now reads as follows: "The Property 2 shall be limited to up to 14 residential parcels, including the existing home. The minimum average lot size of the residential parcels on Property 2 shall be two acres. The 14 residential parcels on Property 2 are to be located on Property 2 in substantial conformance with the Site Plan attached hereto as Exhibit C."

2. The new Exhibit C to be attached to and incorporated into the Agreement is attached to this Amendment as Attachment 1.

3. The other terms and conditions of the Agreement are to remain the same.

4. The Owners individually and collectively acknowledge and agree that they are subject to the rights, terms, obligations and conditions contained in the Agreement, as amended.

*** SIGNATURES ON THE FOLLOWING PAGE ***

IN WITNESS WHEREOF, the undersigned as Parties to the Development Agreement and this First Amendment to the Development Agreement have affixed their signatures as of the day and year first hereinabove written.

Tradition Capital Partners, LLC
Individually and as a TIC Owner

Spencer Kofoed, Member

Austin Acres, LLC
TIC Owner

Name:
Its:

CANYON COUNTY

Brad Holton, Commissioner

Zach Brooks, Commissioner

Leslie Van Beek, Commissioner

Attest:

Clerk

STATE OF IDAHO)
):ss
County of Canyon)

On this 24 day of June, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Spencer Kofoed, known or identified to me to be a member/manager of Tradition Capital Partners, LLC and the person who executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of the said company.

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

Jacob Riley Thibault
Notary Public, State of Idaho
My Commission Expires 03/27/2029
Commission # 20231160

NOTARY PUBLIC FOR IDAHO
Residing at: Caldwell, ID
My commission expires: 03/27/2029

STATE OF IDAHO)
):ss
County of Canyon)

On this 24 day of June, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Joe Austin, known or identified to me to be a member/manager of Austin Acres, LLC and the person who executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of the said company.

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

Jacob Riley Thibault
Notary Public, State of Idaho
My Commission Expires 03/27/2029
Commission # 20231160

NOTARY PUBLIC FOR IDAHO
Residing at: Caldwell, ID
My commission expires: 03/27/2029

STATE OF IDAHO)
):ss
County of Canyon)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Brad Holton known or identified to me to be a Canyon County Commissioner and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
):ss
County of Canyon)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Zach Brooks known or identified to me to be a Canyon County Commissioner and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
):ss
County of Canyon)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Leslie Van Beek known or identified to me to be a Canyon County Commissioner and the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

Exhibit A.6

Attachment 1 – New Exhibit C to the Agreement

EXHIBIT C – Site Plan Property 2

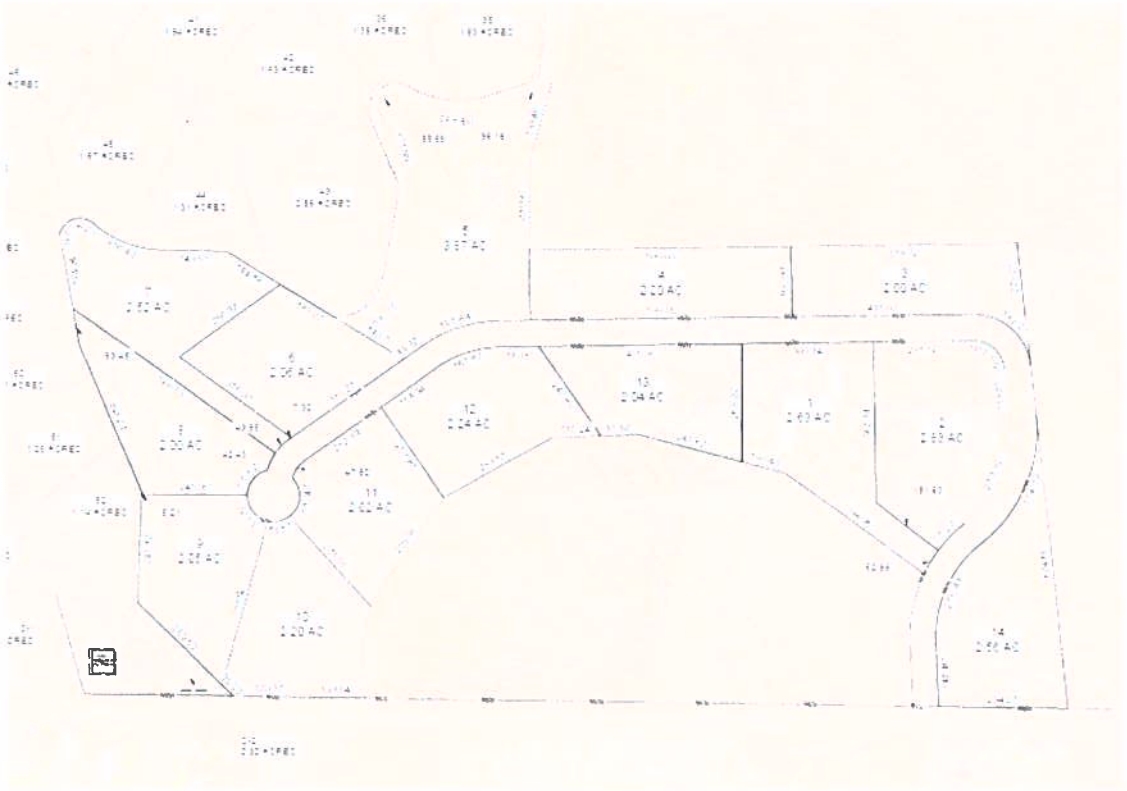


Exhibit A.6

Exhibit 3

2024-042275
RECORDED
12/30/2024 04:15 PM
RICK HOGABOAM
CANYON COUNTY RECORDER
Pgs=3 MBROWN $15.00
TYPE: DEED
FIDELITY NATIONAL TITLE BOISE
ELECTRONICALLY RECORDED

Fidelity National Title

Escrow No.: 34602442433-TK

THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

WARRANTY DEED

FOR VALUE RECEIVED

Traditions Capital Partners, LLC, an Idaho limited liability company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Traditions Capital Partners, LLC, an Idaho limited liability company and Austin Acres, LLC an Idaho limited liability company as Tenants in Common

GRANTEE(S), whose current address is: **10230 Purple Sage Rd., Middleton, ID 83644**

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

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 30th day of December, 2024.

Traditions Capital Partners, LLC, an Idaho limited liability company

BY:
Spencer Kofoed
Manager

WARRANTY DEED
(continued)

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 26 day of Dec., 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Spencer Kofoed, known or identified to me to be the person whose name is subscribed to the within instrument, as the Manager of Traditions Capital Partners, LLC, an Idaho limited liability company, a LimitedLiabilityCompany and acknowledged to me that he executed the same as such Manager.

Signature: Tammie K
Name: _____
Residing at: Star, ID
My Commission Expires: 1-11-2030

(SEAL)

TAMMIE K KNOBLOCH
COMMISSION #20180043
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/11/2030

Exhibit "A"

Lots 2, 3 and 4 in Block 1 of The Stadium Subdivision, according to the official plat thereof, filed in Book 47 of Plats at Page(s) 20, records of Canyon County, Idaho.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Todd M. Lakey
Borton-Lakey Law & Policy
141 E. Carlton Avenue
Meridian, Idaho 83642
todd@borton-lakey.com
208-908-4415

2024-027305
RECORDED
08/28/2024 02:11 PM
RICK HOGABOAM
CANYON COUNTY RECORDER
Pgs=3 TYOUREN $15.00
TYPE. DEED
BORTON-LAKEY LAW OFFICES
ELECTRONICALLY RECORDED

(Space Above For Recorder's Use)

QUITCLAIM DEED

THIS DEED is made and executed by J.A.P.S. of Idaho, LLC, an Idaho limited liability company, hereinafter referred to as the "Grantor", to Tradition Capital Partners, LLC, an Idaho limited liability company, herein after referred to as the "Grantee", whose address is 8454 Brookhaven Place, Middleton, Idaho 83644 quitclaiming all of the Grantor's right, title and interest in and to that certain real property lying in Canyon County, Idaho, as more particularly described as follows:

See Exhibit A attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD, all and singular the said real property, together with all appurtenances, tenements, hereditaments, reversions, remainders, rents, issues, profits, rights-of-way, and water rights in anywise appertaining to the real property herein described, as well in law as in equity, unto Grantees, and their heirs and assigns forever.

WITNESS the hand of said Grantor this 7th day of August 2024.

Jay Gibbons

Jay Gibbons, Manager

STATE OF IDAHO)
) ss.
County of Canyon)

On this 7th day of August, 2024, before me a Notary Public, personally appeared Jay Gibbons known or identified to me to be the Manager of J.A.P.S. of Idaho, LLC and the person that executed the instrument, and acknowledged to me that he executed the same on behalf of said Company.

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

KATE SCHOUMAN
COMMISSION #20231462
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 03/27/2029

NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires 3/27/29

Exhibit A.7

EXHIBIT A – Legal Description

Lot 1, Block 1 of The Stadium Subdivision recorded on July 27, 2018 as Instrument No. 2018-033112 in the Canyon County Recorder's Office Book 47 Page 20.

Exhibit A.7

Exhibit 3

2017-000927
RECORDED
01/06/2017 11:27 AM

00275319201700009270390395

CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=39 SDUPUIS NO FEE
AGR
CANYON COUNTY COMMISSIONERS

Canyon County Recorder's Office Document Cover Sheet

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (Agreement") by and between Canyon County, a political subdivision of the State of Idaho ("County"), the Glen C. Olsen and Evelyn J. Olsen Living Trust ("Olsen") and J.A.P.S. of Idaho, LLC, an Idaho Limited Liability Company ("LLC") (collectively referred to as "Parties" and individually as "Party") is entered into and effective this ____ day of January 5, 2017 and hereby amends and restates the Development Agreement entered into by the Parties October 13, 2010 and the First Amended Development Agreement dated November 21, 2012 (jointly referred to as "Previous Agreement") as set forth herein.

RECITALS

WHEREAS, the Parties entered into the Previous Agreement as part of the mutual effort by LLC and Olsen to conditionally rezone their properties;

WHEREAS, LLC and Olsen continue to have a cooperative relationship however they recognize that that relationship may not be the same in the future when dealing with heirs, an estate and/or with different entities; and

WHEREAS, Olsen and LLC continue to support one another's respective plans for their properties however they recognize that those plans are distinct and different; and

WHEREAS, LLC owns Canyon County tax parcels R37887024, R37887022 and R37887024A which when combined consists of approximately 222.6 acres and which are cumulatively referred to hereafter as "Property 1" which is more specifically described in Exhibit A attached hereto and incorporated by reference herein;

WHEREAS, Olsen owns Canyon County tax parcels R37887, R37887024B which when combined consists of approximately 134.3 acres and which are cumulatively referred to hereafter as "Property 2" and which is more specifically described in Exhibit A attached hereto and incorporated by reference herein;

WHEREAS, Olsen owns Canyon County tax parcels R3790001000 which consists of approximately 18.5 acres which is referred to hereafter as "Property 3" and is more specifically described in Exhibit A attached hereto and incorporated by reference herein;

WHEREAS, LLC and Olsen desire to articulate the specific number of lots allowed under the previous approval by the County rather than describe how the maximum number of lots allowed on the respective properties is to be calculated;

WHEREAS, LLC and Olsen recognize that it makes sense and will be more efficient to specify the duties and obligations applicable to the respective Properties that are the subject of this Agreement; and

WHEREAS, LLC and Olsen desire to amend, replace and restate the Previous Agreement via this Agreement; and

WHEREAS, following notice and public hearing in accordance with Canyon County Code the Canyon County Commissioners found that this Amended and restated Development Agreement is in the best interest of the public and the Parties desire to amend, replace and restate the Development Agreement.

NOW THEREFORE, based upon good and valuable consideration, the receipt and sufficiency of which is hereby recognized, the Parties agree as follows:

1. **PROPERTY**

LLC owns Property 1 which is more specifically described in Exhibit A, attached hereto and incorporated by reference herein. Olsen owns Property 2 and Property 3 which are more specifically described in Exhibit A, attached hereto and incorporated by reference herein. The terms and conditions of this Agreement shall run with Property 1, Property 2 and Property 3 and remain in effect respectively until terminated in accordance with the terms contained herein and Idaho Code. Property 1, Property 2 and Property 3 may jointly be referred to herein as the "Subject Properties" and individually as "Property." LLC and Olsen represent that they each have a legal or equitable interest in their respective properties and that all other persons/entities holding legal or equitable interests in the Subject Properties are to be bound by this Agreement. The use of the term "owner" and "development" refers to the owner and the development of Property 1, Property 2 or Property 3 respectively in accordance with the context of the use of those terms.

2. **AUTHORIZATION**

2.1 This Agreement is authorized by Idaho Code §67-6511A; Canyon County Code of Ordinances 07-06-07 (Conditional Rezoning); and Canyon County Amended Resolution Number 95-232.

2.2 This Agreement shall vest the right to develop the Property 1, Property 2 and Property 3 as described and restricted in Exhibit B, attached hereto and incorporated by reference herein. The failure of a Party to comply with the terms and conditions of this Agreement applicable to Property 1, Property 2 or Property 3, as applicable, constitutes a default of this Agreement as to that Party and the applicable Property.

3 **STRUCTURE**

Titles and subtitles of this Agreement are only used for organization and structure and the language in each paragraph of this Agreement should control with regard to determining the intent and meaning of the parties.

4 **LAWS AND REGULATIONS**

Olsen and LLC shall comply with applicable state and federal laws and regulations. LLC and Olsen shall comply with applicable county ordinances and the terms of this Agreement. This Agreement shall not prevent the County in subsequent actions applicable to the respective Property from applying new ordinances and regulations that do not conflict with the commitments applicable to each Property as set forth in this Agreement and from applying

the requirements imposed by Canyon County Amended Resolution Number 95-232. This Agreement shall not preclude the application of any law or regulation, specifically mandated and required by changes in state or federal laws or regulations, to the Subject Properties. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, the County and the LLC and/or Olsen, as applicable, shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended in order to comply with the law and shall prepare and process the necessary amendment(s) to this Agreement or the parties may mutually elect to terminate this Agreement. Nothing in this Agreement shall be construed to be in derogation of the County's police power to protect the health, safety, and general welfare of the public. Any reference to laws, ordinances, rules, regulations, or resolutions shall include such laws, ordinances, rules, regulations, or resolutions as they have been, or as they may hereafter be amended and to the extent they are not in conflict with the provisions of this Agreement. Further, LLC and Olsen agree to respectively indemnify, defend and hold harmless County for any loss, expense, or damage of any type experienced by County as a result of their violation of the guarantee requirements of this paragraph.

5 LIABILITY, INDEMNITY AND COOPERATION

5.1 LLC and Olsen shall defend, indemnify and hold County, its officers, agents, employees, contractors and subcontractors harmless for injuries to persons or property resulting from the negligence or willful conduct of their respective officers, agents, employees, contractors and subcontractors in performing the duties described in this Agreement.

In the event County is alleged to be liable in any manner, as a result of acts, omissions, willful conduct and/or negligence of LLC or Olsen, LLC or Olsen shall respectively indemnify and hold County, its officers, agents, employees, contractors and subcontractors harmless from and against all liability, claims, loss, costs, and expenses arising out of this Agreement. LLC or Owner shall defend against such allegations through counsel chosen by County and LLC or Owner shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

5.2 LLC and Olsen acknowledge that notices, meetings, and hearings have been lawfully and properly given and held by the County with respect to LLC's and Olsen's conditional rezone application in Development Services Department Case Number CPR2009-1 and any related or resulting development agreements, ordinances, rules and regulations, resolutions or orders of the Board of County Commissioners. LLC and Olsen agree not to challenge the lawfulness, procedures, proceedings, correctness or validity of any of such notices, meetings, hearings, development agreements, ordinances, rules, regulations, resolutions or orders.

6. ZONING REVERSION CONSENT

The execution of this Agreement shall be deemed written consent by LLC and Olsen to change the zoning of Property 1, Property 2 and Property 3, as applicable, to its prior designation upon default of the terms and conditions of this Agreement as to Property 1,

Property 2 or Property 3. Any reversion shall only be applicable to respective Property to which the default applies. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code §67-6511A. Upon notice and hearing, as provided in this Agreement and in Idaho Code §67-6509, if the County finds that the LLC or Olsen has not substantially complied with this Agreement, the Board of County Commissioners may order that the Property owned by Olsen or LLC which is the subject to the default will revert to the zoning designation (and land uses allowed by that zoning designation) existing immediately prior to the rezone action, i.e., the property conditionally rezoned from "A" (Agricultural) Zone designation to "RR" (Rural Residential) Zone designation shall revert back to the "A" (Agricultural) Zone designation.

7. **ANNUAL REVIEW**

County may, while this Agreement is in effect, annually review the extent of good faith substantial compliance with the terms of this Agreement. LLC and/or Olsen shall have the duty to demonstrate good faith compliance with the terms of this Agreement during such review.

8. **DEFAULT AND TERMINATION**

8.1 Failure or unreasonable delay by the owner of Property 1, Property 2 or Property 3 to perform any term or provision of this Agreement applicable to that Property shall constitute a violation under this Agreement and may result in termination of this agreement and reversion of the zoning as to that Property. Prior to termination as set forth herein, the County shall provide written notice of such violation. Said notice shall specify the nature of the alleged violation and the manner in which said violation may be satisfactorily cured. If the nature of the alleged violation is such that it cannot reasonably be cured within 90 days after written notice, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Subject to the foregoing, after notice and expiration of the 90-day period without cure, the violation may be deemed by the County to be a default under this Agreement and the County, solely as its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the agreement as to the Property in question, and, in either event, the owner of the applicable Property shall not be entitled to any additional time to cure such violation.

8.2 In the event the County violates the terms of this Agreement, the owner of each of the Subject Properties shall have all rights and remedies provided herein or under applicable law, including without limitation the right to seek specific performance by the County, injunctive relief and/or other damages.

8.3 In addition to specific provisions of this Agreement, performance by either the County or the owner of each of the Subject Properties shall not be deemed to be in default where delays or defaults are due to war, insurrection, strike, walk-out, riot, flood, earthquake, fire, casualty, or act of God. As long as a Party has provided governmental agencies all necessary information in a timely manner, performance hereunder shall not be deemed in default where delays or defaults are due to governmental agencies. An

extension of time necessary to gain approval of another independent governmental agency as required in the conditions of approval will be granted upon written request. The grant of a time extension shall be in writing and shall specify the period of excused delay.

8.4 This Agreement automatically terminates as to each of the Subject Properties upon completion of conditions of the Conditional Rezone and/or this Agreement applicable to that Property (Property 1, Property 2 or Property 3).

9. **RELATIONSHIP OF PARTIES**

It is understood that this Agreement between the Parties is such that LLC and Olsen are independent parties and are not agents of the County.

10. **NOTICE**

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

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

If to County, to:

Canyon County Development Services Dept.
111 N. 11th Avenue, #140
Caldwell, Idaho 83605
Attention: Director
Telephone: 208-454-7458
Facsimile: 208-454-6633

With copy to:

Canyon County
Attn: Chief Civil Deputy Prosecuting Attorney
1115 Albany Street
Caldwell, Idaho 83605
Telephone: 208-454-7391
Facsimile: 208-455-5955

If to LLC, to:

JAPS of Idaho, LLC
Manager Jay Gibbons
10167 Willis Road
Middleton, Idaho 83644

If to Olsen, to

Glen C. Olsen, Trustee
17506 Goodson Road
Caldwell, Idaho 83607

11. **ASSIGNMENT**

Olsen and LLC shall each continue to be responsible for performing their respective obligations under this Agreement as to a transferred parcel until such time as there is delivered to the County a legally binding instrument, in a form reasonably acceptable to the County, whereby Transferee agrees to be subject to this Agreement and perform and comply with all terms and conditions and/or other obligations of this Agreement applicable to the transferred parcel as set forth in Idaho Code § 67-6511A.

12. **ENTIRE AGREEMENT, COUNTERPARTS AND RECORDING**

12.1 This writing embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded and replaced by this Agreement.

12.2 The recitals to this Agreement are incorporated into this Agreement by this reference as if fully set forth herein.

12.3 The County shall record an executed original of this Agreement at the Canyon County Recorder's Office. Olsen and LLC agree that they may be required by the County pay any recording fees necessary to record this Agreement with the Canyon County Recorder's Office.

13. **COVENANTS APPURTENANT**

The covenants and conditions applicable to Property 1, Property 2 and Property 3 as set forth herein shall be appurtenant to and run with the land and shall be binding upon Olsen and LLC, as applicable, and their heirs, successors, and assigns.

14. **MISCELLANEOUS**

14. 1 Amendment. Modifications to this Agreement may be made only by the written permission of the Board of Canyon County Commissioners after complying with the

notice and hearing provisions of Idaho Code, § 67-6511A. Any amendment(s) to this Agreement shall be recorded by the Party seeking the amendment.

14.2 Interpretation. Unless otherwise specifically defined herein, capitalized terms used herein shall have the same meaning as ascribed to such terms either in the Local Land Use Planning Act, Idaho Code §§ 67-6501 et seq. or Chapter 7 of the Canyon County Code, as the case may be. In the event of any conflict between terms in the state statute and terms in the County Code, the terms in the state statute shall prevail. Any term contained in this Agreement not so defined shall be given general common understanding.

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

14.4 Severability. If any provision of this agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded and the remaining portions of this Agreement shall continue in effect. However, if such provision is not severable from the balance of the Agreement so that the mutually dependent rights and obligations of the County and the owner of the applicable Property remain materially unaffected, this Agreement shall become void as to the County and the owner of Property 1, 2 and/or 3, as applicable.

14.5 Construction. This Agreement has been reviewed by the Parties and each has had the opportunity to have its legal counsel review and revise the Agreement; therefore, the Parties agree that no presumption or rule that ambiguities shall be construed against a particular Party shall apply to the interpretation or enforcement of this Agreement.

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

14.7 Waivers. No provision or condition of this Agreement shall be considered waived unless duly amended as provided in Section 14.1. The failure of a Party to require strict performance of any term or condition of this Agreement or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the Party.

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

14.9 Previous Agreement. The Previous Agreement entered into by the Parties is superseded and replaced with this restated Agreement and the rights and obligations of the County, Olsen and LLC are contained in this Agreement.

14.10 Subsequent Development. Any subsequent development of Property 1, Property 2 or Property 3 does not require the consent of the owner of the either of the other aforementioned properties. Any increase in the number of lots allowed on any of the aforementioned properties is only permitted by amendment to this Agreement as to that Property.

IN WITNESS WHEREOF, the undersigned as Parties to this Amended and Restated Development Agreement have affixed their signatures as of the day and year first hereinabove written.

J.A.P.S. OF IDAHO LLC:

_____
Jay Gibbons,
J.A.P.S., LLC

_____
Mike Conklin

_____
Glen C. Olsen

IN WITNESS WHEREOF, the undersigned as Parties to this Amended and Restated Development Agreement have affixed their signatures as of the day and year first hereinabove written.

J.A.P.S. OF IDAHO, LLC

Jay Gibbons, Manager
J.A.P.S. of Idaho, LLC

GLEN C. OLSEN AND EVELYN J. OLSEN LIVING TRUST

Glen C. Olsen, Trustee

BOARD OF CANYON COUNTY COMMISSIONERS:

Steven J. Rule, Chairman

Commissioner Craig L. Hanson

Commissioner Tom Dale

Attest:

STATE OF IDAHO)
):ss
County of Canyon)

On this 3rd day of JANUARY, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared **Jay Gibbons,** known or identified to me to be the Manager of J.A.P.S. of Idaho, LLC and the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that he executed the same.

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

ALAN D. MILLS
Notary Public
State of Idaho

NOTARY PUBLIC FOR IDAHO
Residing at: MIDDLETON
My commission expires: SEPT. 9, 2017

STATE OF IDAHO)
):ss
County of Canyon)

On this 4th day of JANUARY, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared **Glen C. Olsen** known or identified to me to be the Trustee of the Glen C. Olsen and Evelyn J Olsen Living Trust and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of said Trust.

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

ALAN D. MILLS
Notary Public
State of Idaho

ALAN D. MILLS
Notary Public
State of Idaho

NOTARY PUBLIC FOR IDAHO
Residing at: MIDDLETON
My commission expires: SEPT. 9, 2017

Canyon County Commissioner

Canyon County Commissioner

Canyon County Commissioner

Attest: Chris Yamamoto by Reeves Deputy

STATE OF IDAHO)
):ss
County of Canyon)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared **Jay Gibbons**, known or identified to me to be the Manager of J.A.P.S., LLC and the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that he executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
):ss
County of Canyon)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared **Glen C. Olsen** known or identified to me to be the Trustee of the Glen C. Olsen and Evelyn J Olsen Living Trust and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of said Trust.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

EXHIBIT A – LEGAL DESCRIPTIONS
PROPERTY 1

Consisting of the property described in the attached Special Warranty Deed and Quitclaim Deed totaling nine (9) Pages

R37887022

File No.: 200607445

This parcel consists of the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter and the West Half of the Northeast Quarter of the Southeast Quarter of Section 18, Township 5 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southwest corner of said West Half of the Northeast Quarter of the Southeast Quarter of said Section 18, a found G.L.O brass cap monument; thence

North 0° 13' 09" East along the West boundary of said West Half of the Northeast Quarter of the Southeast Quarter a distance of 1,318.67 feet to the Northwest corner of said West Half of the Northeast Quarter of the Southeast Quarter, a found G.L.O. brass cap monument; thence

North 89° 59' 20" West along the South boundary of said Southwest Quarter of the Northeast Quarter and said Southeast Quarter of the Northwest Quarter a distance of 2,646.06 feet to the Southwest corner of said Southeast Quarter of the Northwest Quarter, a found G.L.O. brass cap monument; thence

North 0° 04' 52" East along the West boundary of said Southeast Quarter of the Northwest Quarter a distance of 1,316.05 feet to the Northwest corner of said Southeast Quarter of the Northwest Quarter, a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

South 89° 57' 21" East along the North boundary of said Southeast Quarter of the Northwest Quarter a distance of 1,321.84 feet to the Northwest corner of said Southwest Quarter of the Northeast Quarter, a found G.L.O. brass cap monument; thence

North 89° 55' 05" East along the North boundary of said Southwest Quarter of the Northeast Quarter a distance of 1,325.82 feet to the Northeast corner of said Southwest Quarter of the Northeast Quarter, a found 5/8 inch diameter rebar; thence

South 0° 09' 00" West along the East boundary of said Southwest Quarter of the Northeast Quarter a distance of 1,317.44 feet to the Southeast corner of said Southwest Quarter of the Northeast Quarter, a found G.L.O. brass cap monument; thence

North 89° 58' 58" East along the North boundary of the West Half of the Northeast Quarter of the Southeast Quarter a distance of 662.37 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

South 0° 13' 38" West along the East boundary of said West Half of the Northeast Quarter of the Southeast Quarter a distance of 1,321.02 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

North 89° 48' 51" West along the South boundary of said West Quarter of the Northeast Quarter of the Southeast Quarter a distance of 662.17 feet to the POINT OF BEGINNING.

R37887024

Project No. 06145
Date: November 13, 2012
Page 1 of 3

A portion of the NW1/4 of the SE1/4, the NE1/4 of the SW1/4, the SE1/4 of the SW1/4, Government Lot 3 and Government Lot 4, all in Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and being a portion of Parcel 4, as shown on Record of Survey No. 200656701, Records of Canyon County, Idaho, described as follows:

BEGINNING at the west one-quarter corner of said Section 18; thence, along the north line of said Government Lot 3,

1) S.89°17'33"E., 1473.57 feet to the northeast corner of said Government Lot 3; thence, along the north line of said NE1/4 of the SW1/4 and the NW1/4 of the SE1/4,
2) S.89°18'00"E., 2646.16 feet to the northeast corner of said NW1/4 of the SE1/4; thence, along the east line thereof,
3) S.00°54'19"W., 1090.65 feet to the exterior boundary of Warranty Deed Instrument No. 2012018177; thence, along said boundary the following courses:
4) N.30°00'00"W., 541.31 feet; thence,
5) N.60°00'00"W., 643.03 feet; thence,
6) N.57°10'22"W., 318.82 feet more or less, to the prolongation and the centerline of an underground irrigation siphon; thence along the prolongation and centerline of said siphon,
7) S.88°43'57"W., 553.09 feet to the centerline of an irrigation ditch; thence, continuing along said boundary, along said centerline the following courses:
8) S.01°12'54"E., 265.18 feet; thence,
9) S.58°57'38"W., 83.94 feet; thence,
10) S.83°40'31"W., 96.10 feet; thence,
11) S.51°48'28"W., 139.11 feet; thence,
12) S.80°22'45"W., 60.60 feet; thence,
13) N.40°32'23"W., 124.20 feet to the beginning of a non-tangent curve; thence,
14) Westerly along said curve to the left, having a radius of 119.27 feet, an arc length of 137.13 feet, through a central angle of 65°52'28", and a long chord which bears N.83°46'34"W., 129.70 feet; thence, non-tangent from said curve,
15) S.01°53'27"E., 155.94 feet; thence,
16) S.18°37'05"E., 257.76 feet; thence,
17) S.50°12'50"W., 157.88 feet; thence,
18) S.07°07'35"W., 196.81 feet; thence,

~~LLC & Olsen~~ Agreement
~~DA Mod PH2016-01~~

~~Amended and Restated Development Agreement~~
~~Page 12 of 36~~
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19) S.71°19'38"W., 129.34 feet to the beginning of a non-tangent curve; thence,
20) Westerly along said curve to the right, having a radius of 228.27 feet, an arc length of 185.78 feet, through a central angle of 46°37'54", and a long chord which bears N.81°55'56"W., 180.70 feet to a non-tangent point of reverse curvature; thence,
21) Southwesterly along said curve to the left, having a radius of 61.61 feet, an arc length of 150.68 feet, through a central angle of 140°07'27", and a long chord which bears S.46°01'17"W., 115.83 feet; thence, non-tangent from said curve,
22) S.23°20'13"E., 164.10 feet; thence,
23) S.10°49'50"W., 209.81 feet to the beginning of a non-tangent curve; thence,
24) Southwesterly along said curve to the right, having a radius of 108.60 feet, an arc length of 156.46 feet, through a central angle of 82°32'43", and a long chord which bears S.50°39'22"W., 143.27 feet; thence, non-tangent from said curve,
25) N.58°33'10"W., 286.32 feet; thence,
26) N.88°52'34"W., 149.63 feet to the beginning of a non-tangent curve; thence,
27) Northwesterly along said curve to the right, having a radius of 244.35 feet, an arc length of 176.43 feet, through a central angle of 41°22'12", and a long chord which bears N.68°13'39"W., 172.62 feet to a non-tangent point of reverse curvature; thence,
28) Southwesterly along said curve to the left, having a radius of 47.27 feet, an arc length of 90.51 feet, through a central angle of 109°42'16", and a long chord which bears, S.69°49'07"W., 77.31 feet; thence,
29) S.09°58'12"E., 257.72 feet; thence,
30) S.22°34'03"E., 363.29 feet; thence,
31) S.02°07'19"W., 253.33 feet; thence,
32) S.46°02'27"E., 304.59 feet; thence, leaving said centerline and the exterior boundary of said Warranty Deed, along a line parallel with and 50.00 feet north of the south boundary of said Government Lot 4,
33) N.89°25'41"W., 339.32 feet to the east boundary of Parcel 2, as shown on Record of Survey Instrument No.200509686, Records of Canyon County, Idaho; thence, along said boundary,
34) N.15°53'39"W., 237.20 feet to the north boundary of said Parcel 2; thence, along said north boundary, and the north boundary of Parcel 3 as shown on said Record of Survey Instrument No.200509686, Records of Canyon County, Idaho,
35) N.89°26'06"W., 490.13 feet; thence,

36) N.57°31'23"W., 336.27 feet to the west boundary of said Government Lot 4; thence, along said boundary
37) N.00°43'14"E., 526.15 feet to the south 1/16 corner of Section 13, Township 5 North, Range 4 West, thence continuing along the west boundary of said Government Lot 4,
38) N.00°47'34"E., 343.41 feet to the northwest corner of said Government Lot 4 and the southwest corner of said Government Lot 3; thence, along the west boundary of said Government Lot 3
39) N.00°38'04"E., 1315.21 feet to the **POINT OF BEGINNING.**

This survey was prepared from record documents, no field survey was performed. T-O Engineers, Inc. assumes no liability for accuracy of the record documents and present or future compliance with governing agencies pertaining to restrictions on building, access, or septic permitting.

PROFESSIONAL LAND SURVEYOR
LICENSED
11/14/2012
18765
STATE OF IDAHO
ROB O'MALLEY

~~LLC & Olsen~~ Agreement
~~PA Mod PH2016-61~~

~~Amended and Restated Development Agreement~~
~~Page 15 of 36~~
15 of 36

R37887024A

Project No. 06145
Date: November 13, 2012
Page 1 of 2

A portion of the NE1/4 of the SE1/4, the SE1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and being a portion of Parcel 4, as shown on Record of Survey No. 200656701, Records of Canyon County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 18; thence, along the south boundary of said SE1/4 of the SE1/4,

A) N.89°09'48"W., 958.08 feet; thence,
B) N.00°50'12"E., 50.00 feet to the **POINT OF BEGINNING**; thence, along a line 50.00 feet north and parallel with said south boundary of the SE1/4 of the SE1/4,

1) N.89°09'48"W., 364.74 feet to the west boundary of said SE1/4 of the SE1/4; thence continuing along said parallel line, along the south boundary of said SW1/4 of the SE1/4,
2) N.89°09'14"W., 443.93 feet to the exterior boundary of Warranty Deed Instrument No. 2012018177, Records of Canyon County, Idaho; thence, along said exterior boundary the following courses:
3) N.00°00'00"E., 71.30 feet; thence,
4) N.45°00'00"E., 731.95 feet; thence,
5) N.00°00'00"E., 677.42 feet to the north boundary of said SE1/4 of the SE1/4; thence, leaving the exterior boundary of said Warranty Deed, along said north boundary,
6) S.89°07'14"E., 607.54 feet; thence,
7) N.00°54'49"E., 178.22 feet more or less to the west boundary of Overview Acres Subdivision, Recorded in Book 36 of Plats at Page 5, Instrument No. 200522864, Records of Canyon County, Idaho; thence, along the exterior boundary of said Subdivision the following courses:
8) S.13°34'15"E., 257.33 feet; thence,
9) S.09°13'53"W., 443.47 feet; thence,
10) S.37°20'54"W., 67.34 feet; thence,
11) S.00°55'13"W., 109.38 feet to the east boundary of an existing 60.00 foot wide Ingress, Egress and Utility Easement as shown on said Subdivision Plat, Recorded as Instrument No. 9935524, Records of Canyon County, Idaho; thence, leaving the exterior boundary of said Subdivision, along the east boundary of said Easement the following courses:

~~LLC & Olsen~~ Agreement
~~DA Mod-PH2016-61~~

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16 of 36

Project No. 06145
Date: November 13, 2012
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12) S.64°34'30"W., 119.59 feet; thence,
13) S.32°16'43"W., 102.58 feet; thence,
14) S.25°16'33"W., 174.86 feet; thence,
15) S.05°25'14"W., 301.43 feet to the **POINT OF BEGINNING.**

This survey was prepared from record documents, no field survey was performed. T-O Engineers, Inc. assumes no liability for accuracy of the record documents and present or future compliance with governing agencies pertaining to restrictions on building, access, or septic permitting.



~~LLC & Olsen~~ Agreement
~~DA Mod PH2016-04~~

~~Amended and Restated Development Agreement~~
~~Page 16 of 39~~
17 of 36

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Exhibit A.8
Exhibit 3

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Exhibit A.8

PROPERTY 2

Consisting of the property described in the attached Quitclaim Deed totaling four (4) Pages

Exhibit A.8

Exhibit 3

R37887024B

A portion of the Northeast Quarter of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter and Government Lot 4, all in Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and being a portion of Parcel 4, as shown on Record of Survey No. 200656701, Records of Canyon County, Idaho, described as follows:

COMMENCING at the South One-Quarter corner of said Section 18; thence, along the South line of said Section 18,

A) South 89° 08' 15" East, 322.84 feet; thence, along a portion of the boundary of said Parcel 4, as shown on Record of Survey Instrument No. 200656701,
B) North 1° 41' 48" West, 50.05 feet to the POINT OF BEGINNING; thence, continuing along said boundary,

1) North 1° 41' 48" West, 95.80 feet; thence,
2) North 42° 40' 54" West, 207.46 feet; thence,
3) North 0° 26' 16" East, 611.52 feet; thence, leaving said boundary line,
4) North 0° 26' 16" East, 80.02 feet; thence,
5) South 89° 15' 09" West, 706.71 feet; thence,
6) South 2° 04' 07" East, 200.05 feet; thence,
7) North 89° 59' 51" West, 319.98 feet; thence,
8) North 54° 22' 23" West, 89.37 feet; thence,
9) South 42° 24' 30" West, 13.27 feet to the most Northerly boundary of that certain parcel of land described in Deed Instrument No. 2009040422, Records of Canyon County, Idaho; thence, along the Westerly boundary line of said parcel, the following courses:
10) South 42° 23' 35" West, 2.17 feet to the beginning of a tangent curve; thence,
11) Southwesterly along said curve to the left, having a radius of 235.00 feet, an arc length of 31.87 feet, through a central angle of 7° 09' 42", and a long chord which bears South 38° 48' 44" West, 31.85 feet; thence, tangent from said curve,
12) South 35° 13' 53" West, 592.57 feet to the beginning of a tangent curve; thence,
13) Southwesterly along said curve to the left, having a radius of 233.00 feet, an arc length of 153.26 feet, through a central angle of 34° 26' 09", and a long chord which bears South 18° 00' 48" West, 150.96 feet; thence, tangent from said curve,
14) South 0° 47' 44" West, 96.82 feet to the beginning of a tangent curve; thence,
15) Southeasterly along said curve to the left, having a radius of 20.00 feet, an arc length of 31.40 feet, through a central angle of 89° 57' 49", and a long chord which bears South 44° 11' 11" East, 28.28 feet to a line that is parallel with and 50.00 feet Northerly from the Southerly line of the Southeast Quarter of the Southwest Quarter of said Section 18; thence, along said parallel line,
16) North 89° 10' 05" West, 34.21 feet; thence, along a line that is parallel with and 50.00 feet Northerly from the Southerly line of Government Lot 4,
17) North 89° 25' 41" West, 282.13 feet, more or less, to the center of an irrigation ditch; thence, along the approximate centerline of said ditch, the following courses:
18) North 46° 02' 27" West, 304.59 feet; thence,
19) North 2° 07' 19" East, 253.33 feet; thence,
20) North 22° 34' 03" West, 363.29 feet; thence,
21) North 5° 58' 12" West, 257.72 feet to the beginning of a non-tangent curve; thence,
22) Northeasterly along said curve to the right, having a radius of 47.27 feet, an arc length of 90.51 feet, through a central angle of 109° 42' 16", and a long chord which bears, North 69° 49' 07" East, 77.31 feet to the beginning of a non-tangent reverse curve; thence,
23) Southeasterly along said curve to the left, having a radius of 244.35 feet, an arc length of 176.43 feet, through a central angle of 41° 22' 13", and a long chord which bears South 68° 13' 39" East, 172.61 feet; thence, non-tangent from said curve,
24) South 88° 52' 34" East, 149.63 feet; thence,
25) South 58° 33' 10" East, 216.32 feet to the beginning of a non-tangent curve; thence,
26) Northeasterly along said curve to the left, having a radius of 108.60 feet, an arc length of 156.46 feet, through a central angle of 82° 32' 45", and a long chord which bears North 50° 39' 22" East, 143.27 feet; thence, non-tangent from said curve,
27) North 10° 49' 50" East 209.81 feet; thence,
28) North 23° 20' 13" West, 164.10 feet to the beginning of a non-tangent curve; thence,
29) Northeasterly along said curve to the right, having a radius of 61.61 feet, an arc length of 150.68 feet, through a central angle of 140° 07' 27", and a long chord which bears North 46° 01' 17" East, 115.83 feet to the beginning of a non-tangent reverse curve; thence,
30) Southeasterly along said curve to the left, having a radius of 228.27 feet, an arc length of 185.75 feet, through a central angle of 46° 37' 54", and a long chord which bears South 81° 55' 56" East, 180.70 feet; thence, non-tangent from said curve,
31) North 71° 19' 38" East, 129.34 feet; thence,
32) North 7° 07' 35" East, 196.81 feet; thence,
33) North 50° 12' 50" East, 157.88 feet; thence,
34) North 18° 37' 05" West, 257.76 feet; thence,
35) North 1° 53' 27" West, 153.94 feet to the beginning of a non-tangent curve; thence,
36) Southeasterly along said curve to the right, having a radius of 119.27 feet, an arc length of 137.13 feet, through a central angle of 65° 52' 28", and a long chord which bears South 83° 46' 34" East, 129.70 feet; thence, non-tangent from said curve,
37) South 40° 32' 23" East, 124.20 feet; thence,
38) North 80° 22' 45" East, 60.60 feet; thence,
39) North 51° 48' 28" East, 139.11 feet; thence,
40) North 83° 40' 31" East, 96.10 feet; thence,
41) North 58° 57' 38" East, 83.94 feet; thence.

~~EBC & Olsen~~ Agreement
~~DA Mod-PH2016-01~~

42) North 1° 12' 54" West, 265.18 feet, more or less, to the Westerly prolongation of the top of the North bank of an irrigation ditch; thence, along said Westerly prolongation and the top of the North bank of said ditch and the Easterly prolongation thereof,
43) North 88° 43' 57" East, 553.09 feet, more or less, to the centerline of an irrigation ditch; thence, leaving said centerline,
44) South 57° 10' 22" East, 318.82 feet; thence,
45) South 60° 00' 00" East, 643.03 feet; thence,
46) South 30° 00' 00" East, 643.03 feet; thence,
47) South 0° 00' 00" East, 818.54 feet; thence,
48) South 45° 00' 00" West, 731.95 feet; thence,
49) South 0° 00' 00" East, 71.54 feet to a line parallel with and 50.00 feet Northerly from the Southerly line of the Southwest Quarter of the Southeast Quarter of said Section 18; thence along said parallel line,
50) North 89° 08' 15" West, 558.44 feet to the POINT OF BEGINNING.

R378870000

Skinner
Land Survey
Precision Land Surveyors, P.C.
21851 Upper Pleasant Ridge Rd.
Caldwell, Idaho 83607
(208)454-0933
WWW.SKINNERLANDSURVEY.COM
surveys@skinnerlandsurvey.com

Thomas J. Wellard, PLS
Rodney Clark, PE

December 20, 2016

Legal Description for
Glen Olsen
Job No. DE1416

Parcel 1

This parcel is a portion of the SE ¼ SW ¼ and the SW ¼ SE ¼ of Section 18 in Township 5 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southeast corner of the SE ¼ SW ¼, (S ¼ Corner, Section 18);

thence North 89° 09' 43" West along the South boundary of the SE ¼ SW ¼ a distance of 478.55 feet;

thence North 02° 04' 20" West a distance of 50.07 feet;

thence North 89° 09' 43" West a distance of 807.07 feet;

thence along a curve to the right having a radius of 20.00 feet and a central angle of 89° 57' 28" for an arc length of 31.40 feet, said curve having a chord bearing of North 44° 10' 59" West a distance of 28.27 feet;

thence North 00° 47' 45" East a distance of 96.69 feet;

thence along a curve to the right having a radius of 255.00 feet and a central angle of 34° 26' 06" for an arc length of 153.26 feet, said curve having a chord bearing of North 18° 00' 48" East a distance of 150.96 feet;

thence North 35° 13' 53" East a distance of 592.57 feet;

thence along a curve to the right having a radius of 255.00 feet and a central angle of 07° 09' 40" for an arc length of 31.87 feet, said curve having a chord bearing of North 38° 48' 44" East a distance of 31.85 feet;

thence North 42° 23' 35" East a distance of 2.17 feet;

thence North 42° 24' 50" East a distance of 13.27 feet;

Skinner
Land Survey
Precision Land Surveyors, P.C.
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Caldwell, Idaho 83607
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surveys@skinnerlandsurvey.com

Thomas J. Wellard, PLS
Rodney Clark, PE

Olsen Legal Description
Parcel 1, Page 2 of 2

thence South 34° 22' 23" East a distance of 89.37 feet;

thence South 89° 59' 51" East a distance of 319.98 feet;

thence North 02° 04' 07" West a distance of 200.05 feet;

thence North 89° 15' 09" East a distance of 706.71 feet;

thence South 00° 26' 16" West a distance of 691.54 feet;

thence South 42° 40' 54" East a distance of 207.46 feet;

thence South 01° 41' 48" East a distance of 145.77 feet to a point on the South boundary of the SW ¼ SE ¼;

thence North 89° 09' 14" West a distance of 322.82 feet, to the **POINT OF BEGINNING**, containing 27.18 acres, more or less, and subject to any and all easements and rights-of-way of record or implied.

THIS DESCRIPTION WAS WRITTEN FROM RECORD DATA FOUND ON RECORD OF SURVEY INSTRUMENT NUMBER 2012020109. NO FIELD WORK WAS PERFORMED TO VERIFY MONUMENT OR THEIR POSITIONS.

PROFESSIONAL LAND SURVEYOR LICENSED 15352 12/20/16 STATE OF IDAHO THOMAS J. WELLARD

Page 2 of 2

~~LLC & Olsen~~ Agreement
~~Pre-Mod PH2Portfolio~~

~~Amended and Restated Development Agreement~~
~~Page 31 of 38~~
Page 25 of 36

Exhibit A.8

PROPERTY 3

Consisting of the property described in the attached Quitclaim Deed totaling three (3) Pages

Exhibit A.8

Exhibit 3

R37900010

A parcel of land located in the North-half of the Northeast Quarter of the Northwest Quarter of Section 19, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being a portion of Parcel 4 and all of Parcel 2, lying on the south side of Goodson Road, as shown on a Record of Survey, filed as Instrument No's 200656696 and 200656701, Records of Canyon County, Idaho, described as follows:

COMMENCING at the North quarter corner of said Section 19, from which the West one-sixteenth corner bears N.89°50'58"W., 1322.49 feet; thence, along the easterly line of the North-half of the Northeast Quarter of the Northwest Quarter of said Section 19,

A) S.00°08'31"W., 50.00 feet to the **POINT OF BEGINNING**; thence, continuing along said easterly line,

1) S.00°08'31"W., 611.49 feet to the southeasterly corner of the North-half of the Northeast Quarter of the Northwest Quarter of said Section 19; thence, along southerly line of the North-half of the Northeast Quarter of the Northwest Quarter of said Section 19,
2) N.89°50'36"W., 1323.90 feet to the southwesterly corner of the North-half of the Northeast Quarter of the Northwest Quarter of said Section 19; thence along the westerly line of the North-half of the Northeast Quarter of the Northwest Quarter of said Section 19,
3) N.00°15'51"E., 611.35 feet; thence, parallel with and 50.00 feet southerly from the northerly line of said Section 19,
4) S.89°50'58"E., 1322.60 feet to the **POINT OF BEGINNING**.

CONTAINING: 18.57 acres, more or less.
SUBJECT TO: All Covenants, Rights, Rights-of-Way, Easements and any Encumbrances.

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EXHIBIT B - CONDITIONS

CONDITIONS APPLICABLE to PROPERTY 1

1. The development shall comply with all applicable federal, state and county laws, ordinances, rules and regulations that pertain to the property including but not limited to,
    a. Notus Parma Highway District #2
    b. Department of Environmental Quality (DEQ)
    c. Southwest District Health
    d. Middleton Rural Fire District
    e. Black Canyon Irrigation District
2. The development shall comply with the following conditions related to irrigation water:
    a. An irrigation water delivery system shall be installed to each lot that has allocated Black Canyon Irrigation District water via underground piping to provide adequate water supply.
    b. Any Black Canyon Irrigation District ditch. lateral, or drain in the development shall be piped in accordance with the Black Canyon Irrigation District's requirements at time of submittal of the Irrigation Plan.
    c. Run off from the development shall either be contained on site or a sediment pond or something like a sand, oil or sediment trap, shall be installed before waste water will be allowed to discharge into the Black Canyon Irrigation District system.
    d. Discharge pipes, if installed to address waste water, shall meet Black Canyon Irrigation District specifications.
    e. There shall be no new construction, fences, gates, materials, structures etc. placed within Black Canyon's irrigation District's right of way without their written approval.
    f. Notice shall be posted throughout the development that the Black Canyon Irrigation District's right of way is not to be used for any public access or use.
    g. The pressurized irrigation system utilizing Black Canyon Irrigation District water shall be built to the standards of the irrigation district and shall either be offered to the irrigation district for operation and maintenance, or the developer shall record a Water User's Maintenance Agreement. Said agreement shall be recorded with the Canyon County Recorder's office and a copy shall be provided to the Development Services Department prior to the BOCC's signature on the final plat.
    h. Free and open access shall be maintained throughout the development for the Black Canyon Irrigation District to operate and maintain all of the district's ditches, laterals and drains.
    i. The preliminary and final plats shall be submitted to Black Canyon Irrigation District for written approval in regards to adequate easements being shown on the plats. Preliminary approval of the easements on the Phasing plan shall be submitted to the Development Services Department with the application for preliminary plat. Final approval of the easements for each phase shall be submitted with each phase's application for final plat.
3. The development shall comply with the following conditions related to the public trail systems throughout the development:

a. The owner shall install riding/running trails and pathways through the development that are open and accessible to the public along at least one side of the public streets that run through the project, excluding the bulb of the cul-de-sacs.
b. The trail width shall be 6-8' wide; the material to be used for bedding the trail should be course sand or road mix consistency which would be for the ease of walking and would be conducive for horse and rider use.
c. The riding and running trails shall be maintained by the Home LLC's Association. The maintenance plan for the trails shall be incorporated into the subdivision covenants, conditions and restrictions (CC&R's).
d. Any of the proposed walking and riding paths may be located within the public right of way with the consent of and in compliance with the requirements of the Highway District. LLC shall submit a trail plan with the Master Site Plan and LLC may develop the trails in phases with each phase.

4. The development shall comply with the weed and gopher plan submitted on August 22, 2007.
5. The development shall comply with the following conditions related to platting of the development:
   a. The "Right to Farm" statement shall be affixed to the plat relating to such development, as per Idaho Code 22-4501 through 22-4504 et. al.
   b. Property 1 shall be permitted a maximum of 178 residential parcels with a minimum average lot size of 1.25 acres. Other than the maximum residential lot count and minimum average lot size as noted above, the Subject Property shall be developed in accordance with the terms of this Development Agreement and the applicable Canyon County Code provisions for Rural Residential zoned land.
   c. The Subject Property may be developed in phases. Platting of the various phases of the Subject Property or any portion thereof shall be in accordance with Article 17, as amended, of the Canyon County Code.
   d. As phases are developed within the subdivision, they shall be developed in accordance with the current adopted zoning and subdivision ordinances at the time of submittal of any new application; however, the specific terms and provisions of this Agreement will control over conflicting terms or provisions contained in future zoning or subdivision ordinances.
   e. Approval of an operable fire suppression system or measures meeting the fire district standards shall be submitted to Development Services Department by the developer prior to the Board of County Commissioners signature of the final plat in the first phase. If the initial approval or measures submitted do not cover the entire development, the applicable approval or measures shall be submitted with each phase.
6. The developer shall comply with the following conditions related to access and roads for the development:
   a. Crossing agreements from the Bureau of Reclamation shall be submitted to Development Services Department prior to construction of any road crossing a District facility.
   b. All internal roads shall be paved and built to Highway District Standards, and dedicated to the public.
   c. LLC shall meet the requirements of the Notus Parma Highway District concerning the developer's reasonable and proportional share of the costs

related to the impact of this development. Proof that this condition has been met shall be submitted to the Development Services Department with each phase's application for final plat.

7. The developer shall submit a Master Site Plan for review and approval of the County with the submission of the first preliminary plat after an initial preliminary and final plat which plats Property 1 and Property 2 for separation purposes.

CONDITIONS APPLICABLE TO PROPERTY TWO

1. The development of any additional lots shall comply with all applicable federal, state and county laws, ordinances, rules and regulations that pertain to the property including but not limited to,
    a. Notus Parma Highway District #2
    b. Department of Environmental Quality (DEQ)
    c. Southwest District Health
    d. Middleton Rural Fire District
    e. Black Canyon Irrigation District

2. The development of any additional lots shall comply with the following conditions related to irrigation water:
    a. Delivery of irrigation water shall meet the requirements of Idaho Code Section 31-3805, as amended, if applicable.
    b. If required by the Black Canyon Irrigation District, any district ditch. lateral, or drain within a newly created lot in the development shall be piped in accordance with Black Canyon Irrigation District's requirements at time of submittal of the Irrigation Plan.
    c. Run off from a lot shall be contained on site.
    d. There shall be no new construction, fences, gates, materials, structures etc. placed within Black Canyon's irrigation District's right of way without their written approval.
    e. Notice shall be posted on district rights of way adjacent to a newly created lot that the Black Canyon Irrigation District's right of way is not to be used for any public access or use.
    f. Free and open access shall be maintained as applicable on any newly created lot for the Black Canyon Irrigation District to operate and maintain all of the district's ditches, laterals and drains.
    g. If applicable, preliminary and final plats shall be submitted to Black Canyon Irrigation District for written approval in regards to adequate easements being shown on the plats. Final approval of the easements shall be submitted with an application for final plat.

3. Creation of additional lots shall comply with the following conditions related to platting:
    a. The "Right to Farm" statement shall be affixed to the plat, if applicable, relating to such development, as per Idaho Code 22-4501 through 22-4504 et. al.
    b. The Property 2 shall limited to up to two additional residential parcels or lots for a total of three residential parcels or lots including the existing home.
    c. If applicable, platting of the parcels shall be in accordance with Article 17, as amended, of the Canyon County Code.
    d. The property shall be developed in accordance with the current adopted zoning and subdivision ordinances at the time of submittal of any new application; however, the specific terms and provisions of this Agreement will control over conflicting terms or provisions contained in future zoning or subdivision ordinances.
    e. If required by the district, approval of an operable fire suppression system or measures meeting the fire district standards shall be submitted to Development

Services Department prior to the Board of County Commissioners signature on a final plat.

4. The owner shall comply with the following conditions related to access and roads for the development:
   a. Crossing agreements from the Bureau of Reclamation shall be submitted to Development Services Department prior to construction of any road crossing a District facility.
   b. Driveways and roads shall comply with the applicable provisions of the Canyon County code.
5. The owner shall comply with applicable highway district requirements.

CONDITIONS APPLICABLE TO PROPERTY THREE

1. The development of any additional lots shall comply with all applicable federal, state and county laws, ordinances, rules and regulations that pertain to the property including but not limited to,
    a. Notus Parma Highway District #2
    b. Department of Environmental Quality (DEQ)
    c. Southwest District Health
    d. Middleton Rural Fire District
    e. Black Canyon Irrigation District

2. The development of any lots shall comply with the following conditions related to irrigation water:
    a. Delivery of irrigation water shall meet the requirements of Idaho Code Section 31-3805, as amended, if applicable.
    b. If required by the Black Canyon Irrigation District, any district ditch. lateral, or drain within a newly created lot in the development shall be piped in accordance with Black Canyon Irrigation District's requirements at time of submittal of the Irrigation Plan.
    c. Run off from a lot shall be contained on site.
    d. There shall be no new construction, fences, gates, materials, structures etc. placed within Black Canyon's irrigation District's right of way without their written approval.
    e. Notice shall be posted on district rights of way adjacent to a newly created lot that the Black Canyon Irrigation District's right of way is not to be used for any public access or use.
    f. Free and open access shall be maintained as applicable on any newly created lot for the Black Canyon Irrigation District to operate and maintain all of the district's ditches, laterals and drains.
    g. If applicable, preliminary and final plats shall be submitted to Black Canyon Irrigation District for written approval in regards to adequate easements being shown on the plats. Final approval of the easements shall be submitted with an application for final plat.

3. Creation of additional lots shall comply with the following conditions related to platting if applicable:
    a. The "Right to Farm" statement shall be affixed to the plat, if applicable, relating to such development, as per Idaho Code 22-4501 through 22-4504 et. al.
    c. If applicable, platting of the parcels shall be in accordance with Article 17, as amended, of the Canyon County Code.
    d. The property shall be developed in accordance with the current adopted zoning and subdivision ordinances at the time of submittal of any new application; however, the specific terms and provisions of this Agreement will control over conflicting terms or provisions contained in future zoning or subdivision ordinances.
    e. If required by the district, approval of an operable fire suppression system or measures meeting the fire district standards shall be submitted to Development Services Department prior to the Board of County Commissioners signature on a final plat.

4. The owner shall comply with the following conditions related to access and roads for the development:

   a. Crossing agreements from the Bureau of Reclamation shall be submitted to Development Services Department prior to construction of any road crossing a District facility.

   b. Driveways and roads shall comply with the applicable provisions of the Canyon County code.

5. The owner shall comply with applicable highway District requirements.

6. Property 3 is limited to a maximum of four (4) residential lots or parcels. However, Olsen owns two parcels south of Goodson Road currently under Canyon County Assessor's account number R3790001000. The approximately 16.26-acre parcel is subject to this Agreement, zoned CRR and has the limitation of four (4) residential parcels available to it under this Agreement. The approximately 2.23-acre parcel in the southwest corner of the Olsen property is zoned RR, is not subject to this Agreement and has one residential parcel available to it. Olsen will have flexibility to develop a total of five lots between the two parcels and may adjust lot lines between the parcels in creating the parcels in accordance with this Agreement and applicable county ordinances in place at the time such parcels are to be created.

0006202317

STATE OF IDAHO
Office of the secretary of state, Phil McGrane
ANNUAL REPORT
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $0.00

For Office Use Only
-FILED-
File #: 0006202317
Date Filed: 4/9/2025 1:57:06 PM

Entity Name and Mailing Address:

Entity Name:	TRADITION CAPITAL PARTNERS, LLC
The file number of this entity on the records of the Idaho Secretary of State is:	0000463117
Address	8454 BROOKHAVEN PL MIDDLETON, ID 83644-5276

Entity Details:

Entity Status	Active-Existing
This entity is organized under the laws of:	IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	W152297

The registered agent on record is:

Registered Agent	SPENCER KOFOED Registered Agent Physical Address 8454 BROOKHAVEN PL MIDDLETON, ID 83644 Mailing Address

Limited Liability Company Managers and Members

Name	Title	Business Address
SPENCER KOFOED	Manager	8454 BROOKHAVEN PL MIDDLETON, ID 83644
SPENCER W KOFOED	Manager	8454 BROOKHAVEN PL. MIDDLETON, ID 83644

The annual report must be signed by an authorized signer of the entity.
Job Title: President

Spencer Kofoed — Sign Here
04/09/2025 — Date

BIUU5-9384 04/09/2025 1:57 PM Received by Office of the Idaho Secretary of State

0005947087

STATE OF IDAHO
Office of the secretary of state, Phil McGrane
CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $100.00

For Office Use Only
-FILED-
File #: 0005947087
Date Filed: 10/22/2024 5:57:14 AM

Certificate of Organization Limited Liability Company Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee $100)
1. Limited Liability Company Name Type of Limited Liability Company	Limited Liability Company
Entity name	Austin Acres LLC
2. The complete street address of the principal office is:	

BU956-3943 10/22/2024 5:59 AM Re

0005947087

STATE OF IDAHO
Office of the secretary of state, Phil McGrane
CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $100.00

For Office Use Only
-FILED-
File #: 0005947087
Date Filed: 10/22/2024 5:57:14 AM

Certificate of Organization Limited Liability Company Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee $100)
1. Limited Liability Company Name Type of Limited Liability Company	Limited Liability Company
Entity name	Austin Acres LLC
2. The complete street address of the principal office is: Principal Office Address	10230 PURPLE SAGE RD MIDDLETON, ID 83644
3. The mailing address of the principal office is: Mailing Address	10230 PURPLE SAGE RD MIDDLETON, ID 83644-5200
4. Registered Agent Name and Address Registered Agent	Joseph Austin Registered Agent Physical Address 10230 PURPLE SAGE RD MIDDLETON, ID 83644 Mailing Address 10230 PURPLE SAGE RD MIDDLETON, ID 83644

☒ I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

5. Governors

Name	Address
Joseph Austin	10230 PURPLE SAGE RD MIDDLETON, ID 83644

Signature of Organizer:

Joseph Austin — Sign Here

10/22/2024 — Date

BU956-3943 10/22/2024 5:59 AM Received by Office of the Idaho Secretary of State

BORTON - LAKEY

LAW AND POLICY

141 E. CARLTON AVE., MERIDIAN, IDAHO 83642

[redacted]

March 7, 2026

Brad Holton
Zach Brooks
Leslie Van Beek
Canyon County Commissioners
Planning and Zoning Commissioners
1115 Albany St.
Caldwell, ID 83605

RE: Additional Comments – Amendment to DA 2017-000927

Dear Commissioners,

I represent Tradition Capital Partners and am submitting these additional comments pertaining to my client's application for a Development Agreement (DA) modification in this case. These comments focus primarily on CCC Section 07-06-07 8.F. which states "A development agreement by a developer concerning the use or development of the subject parcel may be modified only by permission of the board after complying with the notice and hearing provisions of Idaho Code section 67-6509. The modification proposal must be in the form of a revised development agreement and must be accompanied by a statement demonstrating the necessity for the requested modification."

A Development Agreement is a contract, and any amendments require the agreement of both the County Commissioners and the property owner. The code requires a demonstration of the "necessity" of the amendments. However, the code does not specify the basis of the necessity or in other words it leaves open the questions - what is it the parties want to accomplish and why are the amendments necessary to accomplish those things? These are questions for the County

Commissioners and the property owner. Examples of reasons for proposed DA amendments include situations where the mutually acceptable amendments may be necessary to better reflect the current circumstances, to better represent the intent of the parties, to align the agreement more closely with the current comprehensive plan and/or to correct errors or ambiguously or poorly worded conditions etc. This list of potential reasons why amendments may be necessary is certainly not all inclusive but are just some examples of what the parties may determine to be the necessary basis for the mutually agreeable amendments. I would like to address the basis for the proposed amendments and how those amendments are necessary to accomplish beneficial goals and objectives of the parties within the confines of the overall project approval.

1. This project was approved a number of years ago and the residential use in the project was located on land that is non-viable for farming. The property was previously designated as residential in the county comprehensive plan. This project has other rural residential uses near it and in the area but much of the larger area remains in agricultural uses. The conditional rezone and development agreement ("DA") allowed for 181 lots – 178 lots on Property 1 and 3 lots on Property 2. My client's Engineer, Horrocks Engineering, performed the analysis on the property in light of the roads and topography and Property 1 will accommodate 165 residential lots (See the submission from my client Spencer Kofoed). That analysis results in 12 fewer lots than the permitted 178 in the DA and results in total of 168 lots being feasible and allowed on Property 1 and Property 2. My client prefers to develop fewer and larger lots on Property 1 and move some of the lots from Property 1 and develop 2 plus acre lots on the dry non-farm ground on Property 2. That has been his plan and is the reason for the proposed DA amendment.

His request reduces the total number of lots that can be developed on Property 1 and Property 2 by 18 lots. That means larger lots, less traffic and less potential conflicts with existing agricultural operations in the overall area. To accomplish this it is necessary to amend the DA to reduce the number of lots and specify their location on Property 2. My client's project needs to work financially, and he could certainly make more money by developing the property to the full number of allowed and feasible lots. Not granting this amendment to the DA, which is currently acceptable to my client, means that my client would need to adjust the platting approach on Property 1 to increase the number of lots. If he is doing that he just as well pursue the full extent of what he is allowed to do on Property 1. This amendment is necessary to achieve the goal of reducing the potential impact on the area by reducing the number of residential lots in the project overall.

2. I understand and fully agree that the current comprehensive plan does not control the lot count and location in this conditional rezone and DA. However, achieving some of

the goals and objectives under the current comprehensive plan can be a mutually agreeable basis for these proposed amendments and thus provide a reason why these proposed amendments are necessary – to better align the project with the goals and objectives of the current comprehensive plan. The goals and policies in the current comprehensive plan support the proposed reduction in the number of lots and the relocation of those lots under the DA as follows:

G12.04.00 Minimize conflicts between agricultural uses and operations and adjacent nonagricultural uses.

P12.04.01 Encourage new development adjacent to agricultural areas to be designed to minimize conflicts with adjacent agricultural uses.

P4.01.01 Maintain a balance between residential growth and agriculture that protects the rural character.

P4.02.01 Consider site capability and characteristics when determining the appropriate locations and intensities of various land uses.

P4.03.03 Recognize that each land use application is unique and that agricultural and nonagricultural uses may be compatible and co-exist in the same area and in some instances may require conditions of approval to promote compatibility.

P4.05.02 Consider development on poor soils (Class 4 or higher) that will not interfere with viable agricultural operations in the area.

G4.06.00 Development design should improve the area's character and be compatible with the community's visual appearance and the natural environment.

P4.06.01 Incorporate community design features that promote public health, safety, and welfare.

P4.06.02 Encourage development design that accommodates topography and promotes conservation of agricultural land.

G4.07.00 Protect rural qualities that make the County distinct and conserve and enhance the elements contributing to a good quality of life.

P4.07.01 Plan land uses that are compatible with the surrounding community.

G5.05.00 Protect Canyon County inhabitants' health, safety, and welfare by reducing the risk and effects of natural and human-made hazards.

P8.01.02 Consider the cumulative impact of rezones and subdivisions on road capacity and traffic congestion when making land-use decisions.

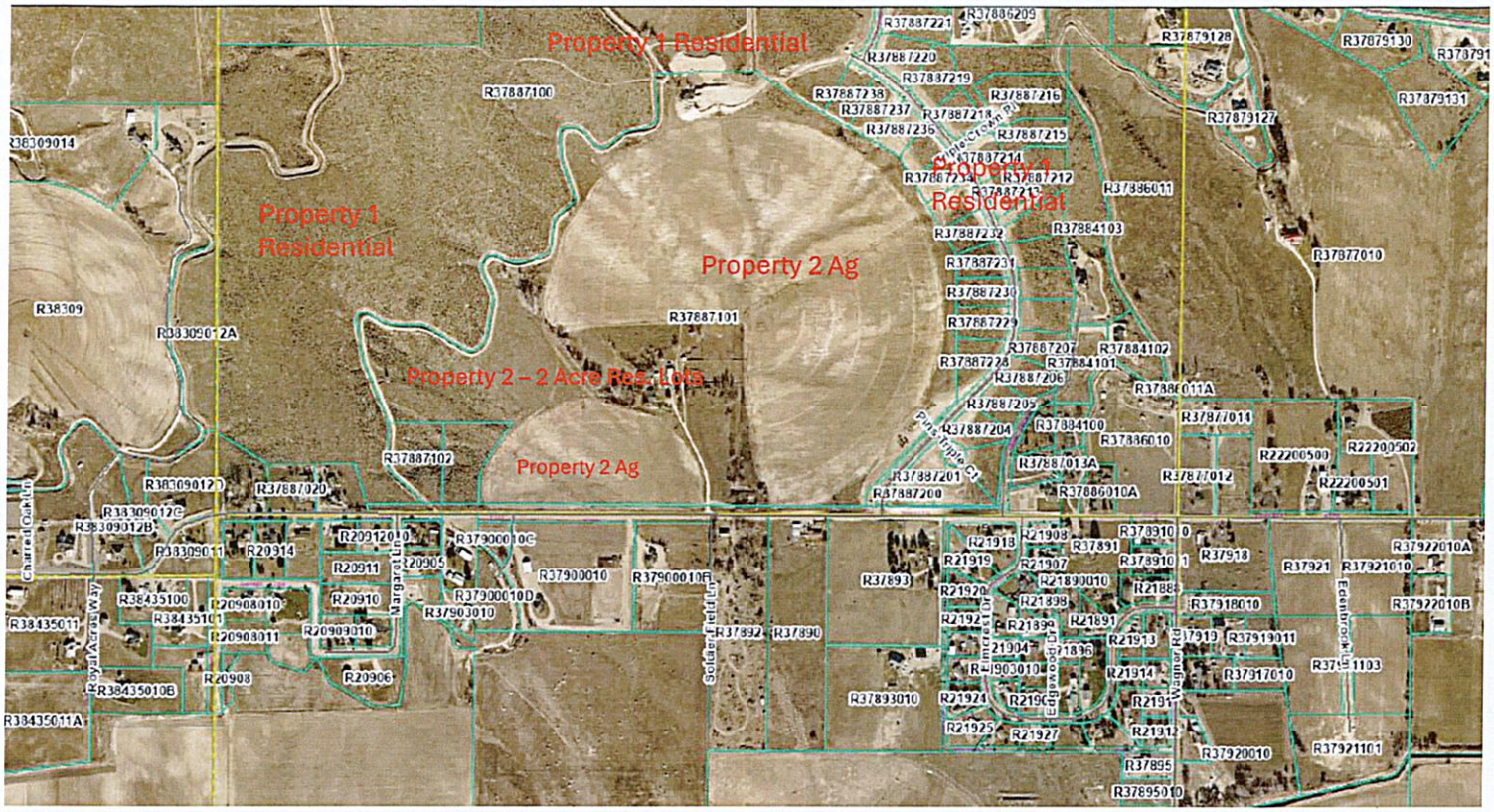
P12.01.05 Direct development to land with lower irrigatable soil classifications as determined by Canyon Soil Conservation District or by the USDA Natural Resources Conservation Service.

Ultimately amending this DA is necessary to achieve the mutually acceptable objective of better aligning the project with the current comprehensive plan by reducing the number of lots and thus reducing the potential impacts on the surrounding agricultural operations.

3. The circumstances have changed since the DA was established. These proposed amendments are necessary to reflect the current circumstances and still maintain the original development intent of the county and the property owner. I have been involved in this project since the beginning. The intent of the property owners and the county commissioners was to locate the residential lots on the non-viable farm ground. The Development Agreement applied to the two property owners involved, Glen Olsen and JAPS. The development was based on the concept that the residential lots and corresponding homes would be focused primarily on the non-viable or dry land. The entire property had been owned by Mr. Glen Olsen and he was the one that sold Property 1 to JAPS. At the time Olsen wanted to keep farming his ground that had been farmed and also have a couple lots for his children. Mr. Olsen passed away and his children did not want to live on the property. Property 1 and Property 2 were sold to Tradition. A portion of Property 1 and Mr. Olsen's Property 2, including the dry non-farm ground and the ag. portions are shown on the Map on the following page.

As you can see on the following Map, my client proposes moving 11 lots from Property 1 to the dry ground on Property 2 and then reconfiguring the lots on that portion of Property 2 into 2 plus acre lots. The proposed two plus acre parcels are located on the dry non-farm ground. This dry non-farm ground is within the confines of my client's property – Property 1 and Property 2. Therefore, the dry ground proposed for the two acre lots on Property 2 is bordered by similar residential development on Property 1. This dry non-farm ground on Property 2 does not provide any buffer whatsoever to agricultural uses outside my client's property. My client owns the agricultural parcels on Property 2 and these two plus acre lots will not have a negative impact on the existing ag operations on my client's property. He intends to provide similar separation and buffering to what exists or will exist between the residential uses on Property 1 and the Ag. uses on Property 2. I would also point out the comments from Mike Wagner who currently farms the agricultural land on Property 2 stating these proposed two plus acre lots will not negatively impact his operations. My client is best indicator of how the uses on his property will interact with one another.

Exhibit A10.1



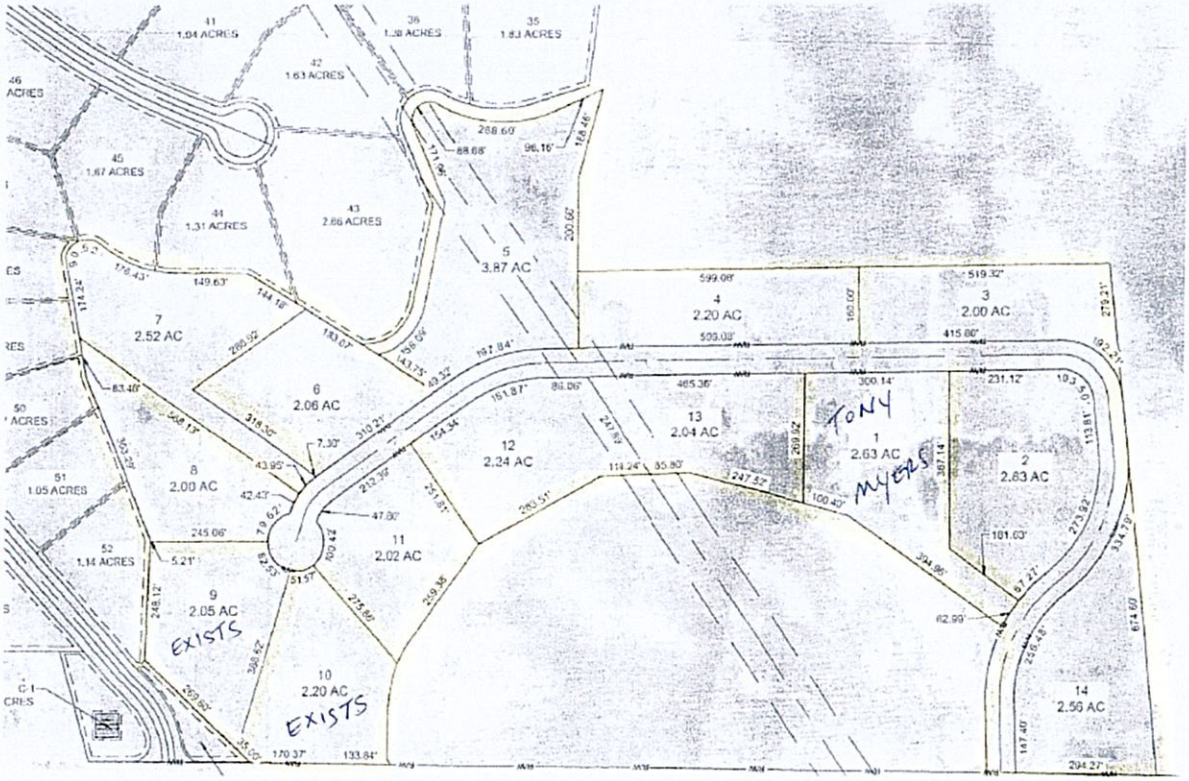


Exhibit A10.1

As demonstrated above, the proposed amendments are necessary to reflect the change in circumstances while still preserving the original intent of the parties to locate the residential lots on the dry non-viable farm ground with the project.

These proposed amendments are necessary to reduce the overall potential impact of the project on the area, to align with the current comprehensive plan and better represent the current circumstances while preserving the overall purpose of the original development and development agreement. We respectfully request approval of the proposed development agreement. I look forward to answering any questions you may have.

Sincerely,

Todd M. Lakey

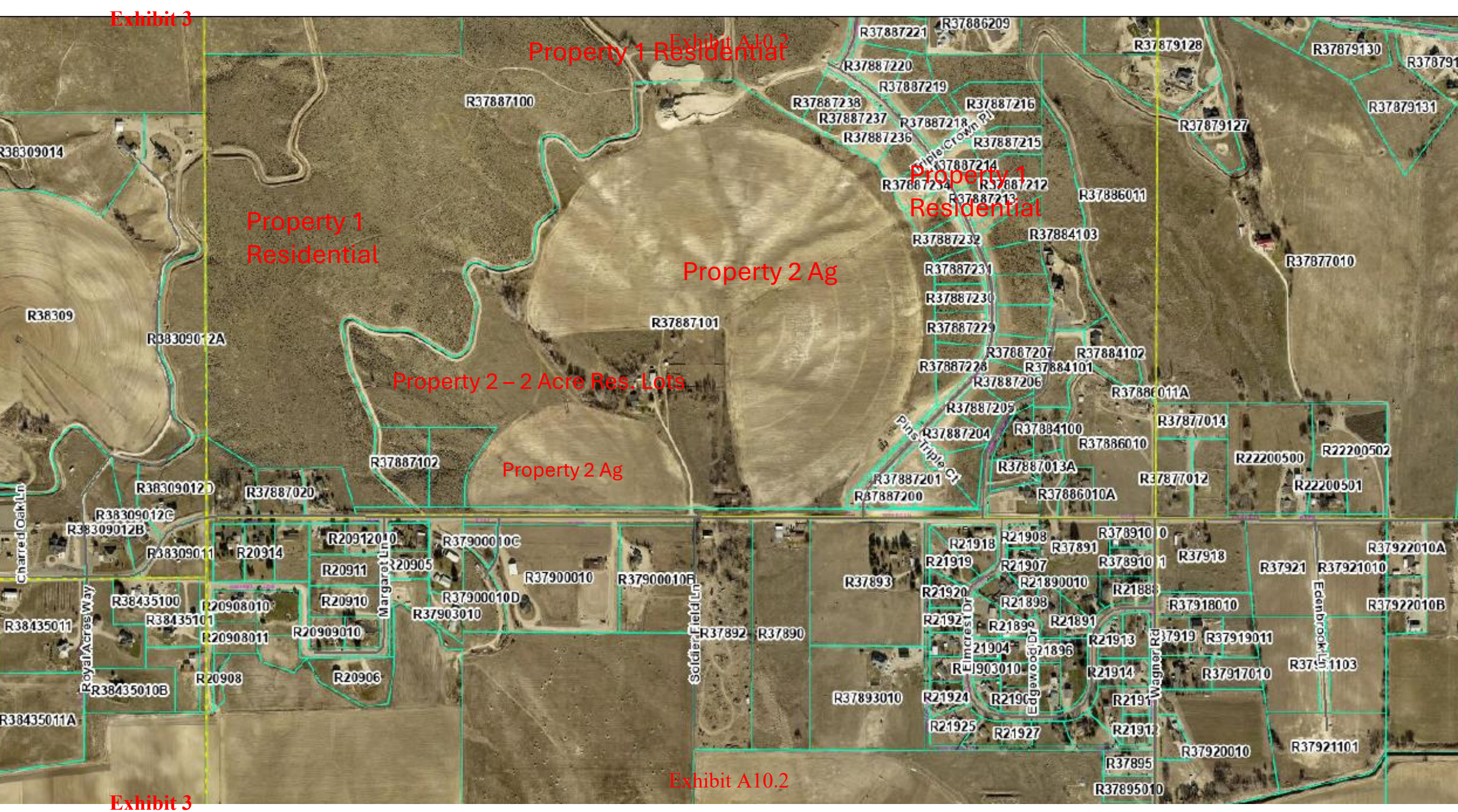

Exhibit 3
Exhibit A10.2
Property 1 Residential
Property 1 Residential
Property 1 Residential
Property 2 Ag
Property 2 – 2 Acre Res. Lots
Property 2 Ag
Exhibit A10.2
Exhibit 3

Exhibit 3

Exhibit A10.2



Exhibit A10.2

Exhibit 3

Exhibit A10.2

LOT COUNT OVERVIEW

	TOTAL LOTS ALLOWED PER DA	POTENTIAL LOTS PER ENGINEERING	REQUESTED LOTS W/DA MODIFICATION
PROPERTY ONE	178	165	136
PROPERTY TWO	3	3	14
TOTAL LOT COUNT	**181**	**168**	**150**

Exhibit A10.2

Exhibit 3

Date: 3/6/2026

Canyon County Development Services
111 N. 11th Avenue
Caldwell, Idaho 83605

Re: Request for Modification of Development Agreement DA 2017-000927

Dear Canyon County Development Services,

Tradition respectfully submits this letter in support of our request to modify Development Agreement (DA) 2017-000927.

HISTORY/BACKGROUND

The original Development Agreement was executed by the prior owner, Glen Olsen, and it permitted a total of 178 lots on Property One (Phases 1, 2, and 3 of Stadium Subdivision). Only 136 lots were ultimately platted, leaving 32 lots unused under the original entitlement. Property Two was limited to three (3) lots at Mr. Olsen's request, as he desired privacy around his residence and intended to reserve additional space for his children. Since that time, circumstances have changed significantly. Mr. Olsen has passed away, and his children have relocated out of the area. We respectfully request approval to add eleven (11) additional 2+ acre lots on Property One for the reasons below.

COMPELLING EVIDENCE AND REASONING FOR THE DA MODIFICATION

1- A PARCEL FOR THE MYERS FAMILY: The old Olsen residence is currently being rented by Tony Myers and his family. Mr. Myers is a schoolteacher in Middleton and has invested substantial effort into improving, remodeling, and maintaining the home. We have agreed to sell the residence to Mr. Myers and need the DA modified to create a parcel for him and his family. We would also like to create additional lots surrounding his property to accommodate his children and similarly situated families. They are friends with the Kershaw family who farms land nearby and they'd like to have their children living close by to family and friends who love farming.

2- NON-FARMABLE GROUND: The land where we want additional lots has historically been non-farmable. This ground was never farmed by the Olsen family due to its unsuitable agricultural condition and there is no present or future intent to farm it. We believe the highest and best use of this otherwise barren acreage is to allow small-acreage residential lots where families like the Myers can raise animals, maintain gardens, and establish small, self-sustaining homesteads.

3- WE WILL CONTINUE ALL CURRENT FARMING OPERATIONS: Property Two has two existing pivot systems currently farmed by Mike Wagner and we plan to continue all of these farming operations into the future as they have been for decades. Appropriate buffering will be maintained consistently with surrounding developments in the area to ensure compatibility between agricultural and residential uses.

4- NOT ALL LOTS ALLOWED BY THE DA WERE USED FOR PROPERTY ONE: Please note that the originally approved lot count for Property One was never fully utilized. 178 lots were allowed in the DA. 165 could have been platted – see Exhibit B. 136 were ultimately platted – See Exhibit C. With 32 fewer lots developed than allowed under the DA and 19 less than the potential with roads being removed, we believe it is reasonable to reallocate 11 of those unused lots to Property Two to benefit the Myers family and other families seeking small acreage properties in this area on unfarmable land. There is still an option to add lots back to the subdivision phases on Property One, but we would prefer larger lots around the Myers house. See the summary table in Exhibit A of lot counts.

5- REMOVING AN ADDITIONAL ACCESS POINT OFF OF GOODSON ROAD: Two parcels that were part of Property Two have direct access onto Goodson Road. Our modification of the lot layout on Property Two would eliminate this additional access.

Finally, the current owner and applicant has recently cleaned up the approximately 10-acre parcel across the road, commonly known as the old Stirm property, which had been an eyesore in the community for decades. This effort reflects our commitment to improving and beautifying the area. We hope to continue that positive momentum by creating well-maintained, attractive properties that provide opportunities for young families to establish homes with space for animals, gardens, and pasture.

We respectfully request that Canyon County Development Services consider this modification considering the changed circumstances, the underutilized lot allocation under the original agreement, and our commitment to responsible development and continued agricultural operations.

Thank you for your time and consideration. We look forward to working with you through the review process.

Sincerely,



Spencer Kofoed
President of Tradition
[redacted]

Exhibit A10.3

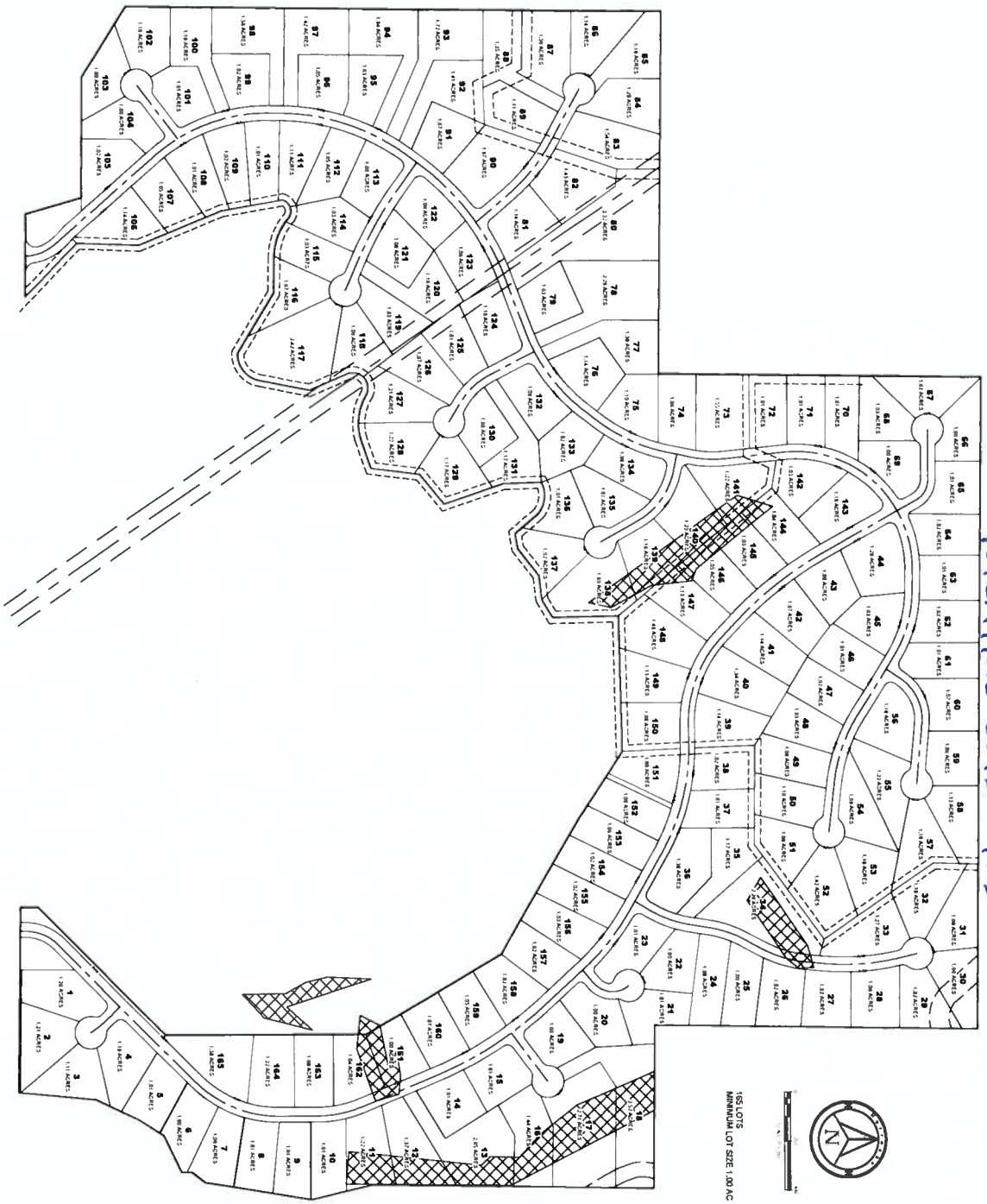
EXHIBIT "A"

LOT COUNT OVERVIEW

	TOTAL LOTS ALLOWED PER DA	POTENTIAL LOTS PER ENGINEERING	REQUESTED LOTS W/DA MODIFICATION
PROPERTY ONE	178	165	136
PROPERTY TWO	3	3	14
TOTAL LOT COUNT	**181**	**168**	**150**

Exhibit A10.3

Exhibit A10.3



SHEET 1	**STADIUM SUBDIVISION** CANYON COUNTY, ID CONCEPTUAL LAYOUT	PRELIMINARY NOT FOR CONSTRUCTION	DRAWING INFO DATE 03/05/2026 DESIGNED MDK DRAWN MDK CHECKED MG PROJECT ID-2854-2012 SEE GENERAL NOTES SHEET	REVISIONS REV # / DATE	WARNING 0 1 2 IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE	Horrocks. (208) 895-2520 www.horrocks.com

Exhibit A10.3

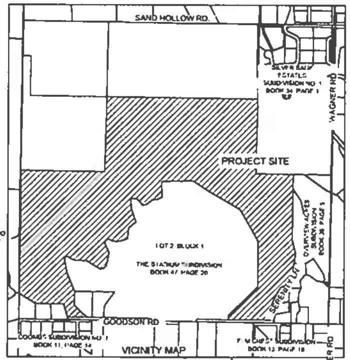
Exhibit 3

Exhibit 3

EXHIBIT "C"
CURRENT

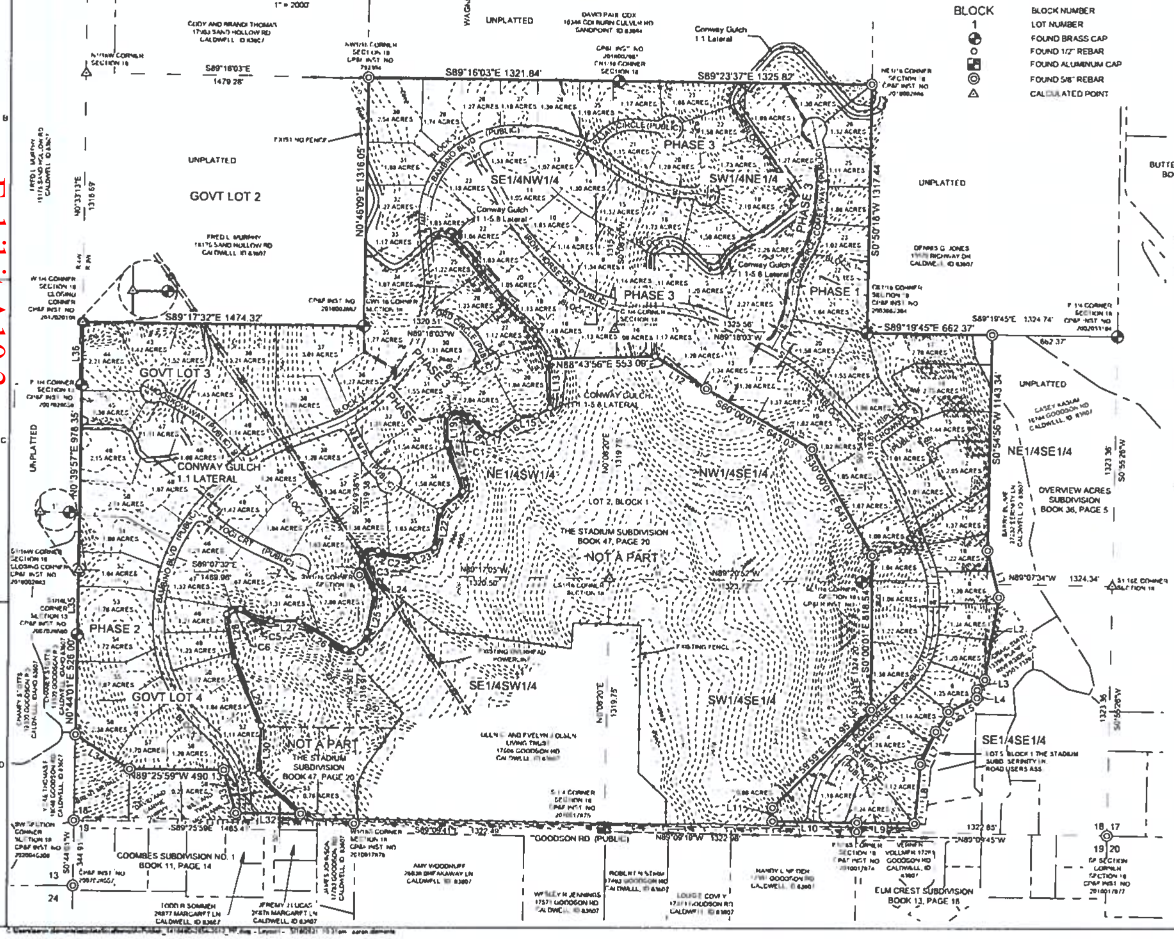
PRELIMINARY PLAT
FOR
STADIUM SUBDIVISION NO. 2

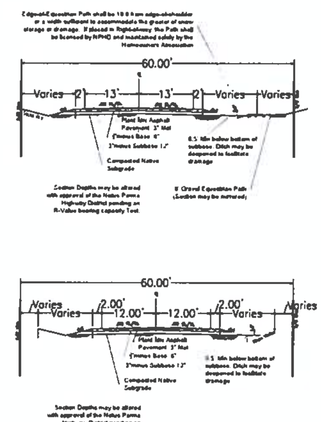
SITUATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, GOV'T LOT 3 AND 4 AND A PORTION OF THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 3 WEST, B.M., CANYON COUNTY, IDAHO
2021



LEGEND

- SUBDIVISION BOUNDARY
- PHASE LINE
- ROAD RIGHT-OF-WAY
- LOT LINE
- STREET CENTERLINE
- SECTION LINE
- PROPOSED EASEMENT AS NOTED
- EXISTING EASEMENT AS NOTED
- ADJACENT PARCEL
- PRESSURE IRRIGATION LINE
- SLOPES 15% OR GREATER "NO-BUILD ZONE"
- BLOCK 1: BLOCK NUMBER, LOT NUMBER
- FOUND BRASS CAP
- FOUND 1/2" REBAR
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR
- CALCULATED POINT





NOTES (SEE SHEET PP 1.5 FOR CONTINUATION OF NOTES)

1. COMMON LOTS C-1, C-2 AND C-3 ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. SAID COMMON LOTS HAVE A BLANKET PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT.
2. PUBLIC UTILITY, IRRIGATION & DRAINAGE EASEMENTS (P.U.I.D.) WILL BE AS FOLLOWS
   - 10 FEET WIDE ADJACENT TO THE SUBDIVISION BOUNDARY
   - 5 FEET WIDE ON EACH SIDE OF INTERIOR LOT LINES (DRAINAGE ONLY)
   - ALL OTHER EASEMENTS ARE AS SHOWN
3. STORM WATER RUNOFF CALCULATIONS TO BE BASED UPON THE RATIONAL METHOD AND IN ACCORDANCE WITH CANYON COUNTY STORM WATER ORDINANCE AND POLICY. STORM RUNOFF SHALL BE MAINTAINED ON SUBDIVISION PROPERTY. POST DEVELOPMENT STORM WATER RUN-OFF FROM EACH LOT IS TO BE MANAGED BY LANDSCAPING MEASURES, SWALES, DITCHES AND SIMILAR RETENTION METHODS, WHOLLY ON THE LOT GENERATING THE RUN-OFF. THE DESIGN, CONSTRUCTION AND MAINTENANCE OF THESE FACILITIES IS TO BE TO RESPONSIBILITY OF EACH LOT OWNER.
4. CURRENT ZONING IS CR-RR (CONDITIONAL REZONE-RURAL RESIDENTIAL).
5. LOTS TO BE SERVED WITH A PRESSURE IRRIGATION SYSTEM ARE SHOWN ON SHEET PP 1.4 (PROPOSED IRRIGATION PLAN). PRESSURE IRRIGATION SYSTEM TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
6. SITE FIELD SURVEY WAS CONDUCTED OCTOBER OF 2017 BY SKINNER LAND SURVEY.
7. TOPOGRAPHIC SURVEY PERFORMED WITH ASSUMED HORIZONTAL COORDINATES & NAVD88 VERTICAL COORDINATES.
8. ALL FENCES OR ANY OTHER STRUCTURES THAT FALL WITHIN PUBLIC RIGHT OF WAY TO BE DEDICATED SHALL BE RELOCATED OR REMOVED.
9. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES OUTSIDE OF THE PUBLIC RIGHT OF WAY INCLUDING ALL ROUTINE AND HEAVY MAINTENANCE.
10. HATCHED AREAS ON LOTS DESIGNATE "NO-BUILD" ZONES. IF A SPECIFIC LOT OWNER PROPOSES TO DISTURB A "NO-BUILD" ZONE, THEN AN INDIVIDUAL LOT GRADING PLAN WILL BE REQUIRED.
11. SEE SHEET PP 1.1 FOR LINE AND CURVE TABLES.
12. SEE SHEETS PP 1.1 - PP 1.3 FOR REMAINING ADJACENT PARCELS OWNER INFORMATION.
13. ALL ROADWAYS SHOWN HEREON ARE PUBLIC ROADWAYS AND WILL BE DEDICATED TO, AND MAINTAINED BY NOTUS-PARMA HIGHWAY DISTRICT.
14. ALL 8' EQUESTRIAN PATHWAYS CONTAINED WITHIN THE DEVELOPMENT ARE FOR PRIVATE USE BY RESIDENTS OF THE DEVELOPMENT. PATHS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
15. HISTORIC IRRIGATION LATERAL, DRAIN AND DITCH FLOW PATTERNS WILL BE MAINTAINED.
16. FINISH GRADES AT SUBDIVISION BOUNDARIES SHALL MATCH EXISTING FINISH GRADES.

ZONING
EXISTING - RR-CR

BENCHMARK
CP#1= SITE BENCH
N. 768186.41'
E. 2361646.13'
NAVD88 (GEOID 18US)
ELEVATION 2512.02'

LOT SUMMARY
RESIDENTIAL = 138
ROW = 1
COMMON = 3
DENSITY = 1.82 AC/LOT
TOTAL = 139

FIRE DISTRICT
MIDDLETON FIRE

SEWER PROVIDER
INDIVIDUAL SEPTIC SYSTEM

WATER PROVIDER
INDIVIDUAL WELLS

ROADWAY JURISDICTION
NOTUS-PARMA HIGHWAY DISTRICT

IRRIGATION DISTRICT
BLACK CANYON IRRIGATION DISTRICT

ACREAGE SUMMARY
TOTAL - 221.79 ACRES
RESIDENTIAL LOTS - 197.45 ACRES
COMMON LOTS - 1.95 ACRES
STREET RIGHT-OF-WAY - 22.40 ACRES

PHASING
PHASE 1 = BLOCK 1, LOT'S 1-27 & BLOCK 2, LOT'S 1-12
PHASE 2 = BLOCK 2, LOT'S 32-53 & BLOCK 3, LOT'S 36-59
PHASE 3 = BLOCK 2, LOT'S 13-31 & BLOCK 3, LOT'S 1-35

OWNER/DEVELOPER
J.A.P.S. OF IDAHO L.L.C.
10167 WILLIS ROAD
MIDDLETON, IDAHO 83644
208-863-1815

ENGINEER / SURVEYOR
HORROCKS ENGINEERS
2775 W. NAVIGATOR DR., SUITE 210
MERIDIAN, ID 83642
208-895-2520

SHEET INDEX

PP1.0	OVERALL LAYOUT AND NOTES
PP1.1	LOT DIMENSIONS AND EASEMENTS
PP1.2	LOT DIMENSIONS AND EASEMENTS
PP1.3	LOT DIMENSIONS AND EASEMENTS
PP1.4	PROPOSED PRESSURE IRRIGATION

RON WRIGHT
PROFESSIONAL LAND SURVEYOR 19630 05-19-21 STATE OF IDAHO RON WRIGHT
P.L.S. 19630

HORROCKS ENGINEERS
2162 West Grove Pkwy., Suite 400
Pleasant Grove, UT 84062
(801) 763-5100
www.horrocks.com

WARNING
IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING INFO	
DATE	04/13/2021
DESIGNED	HH
DRAWN	MAC
CHECKED	SD
PROJECT	ID-2854-2012

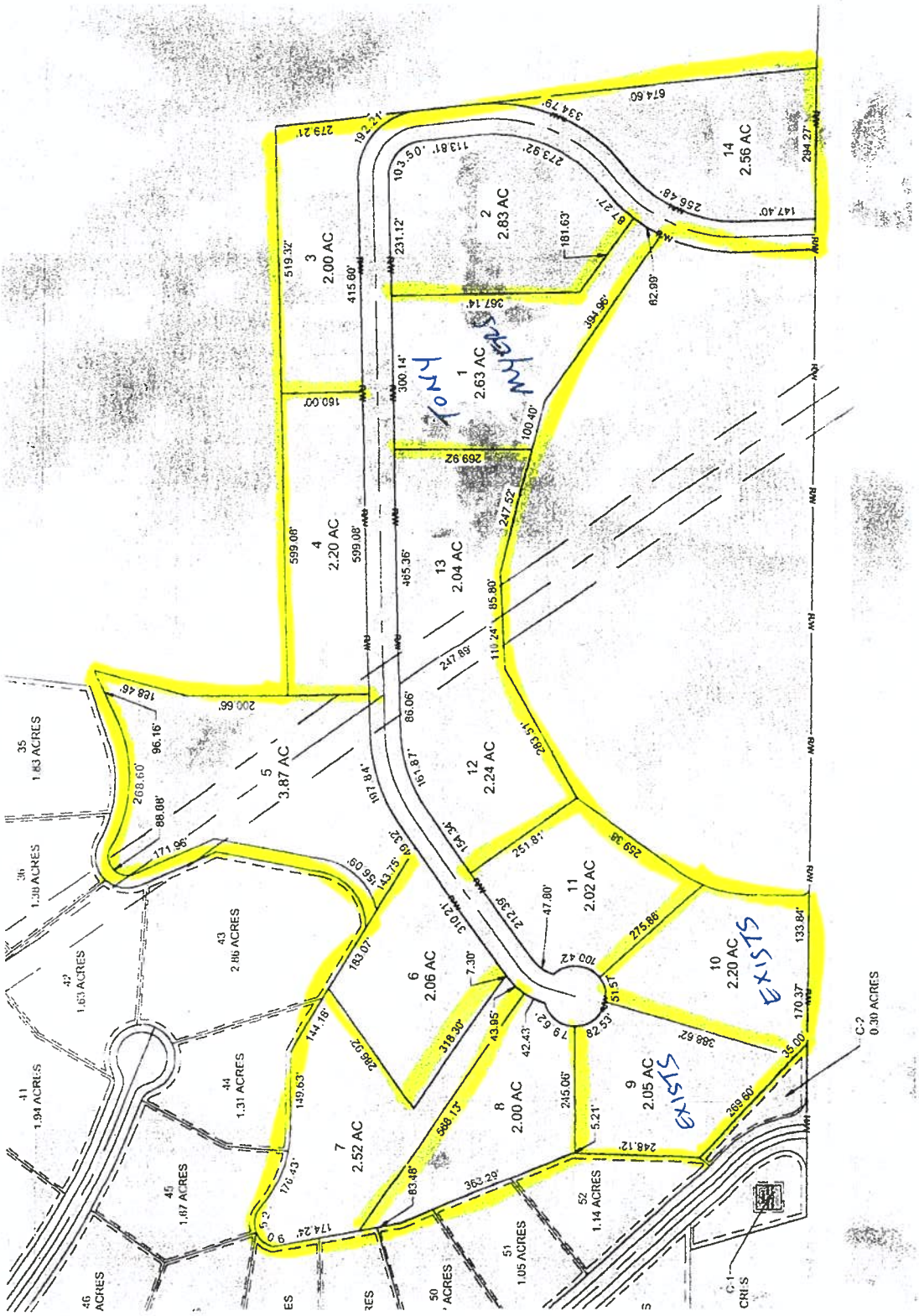
STADIUM SUBDIVISION
CANYON COUNTY, IDAHO

PRELIMINARY PLAT
OVERALL LAYOUT AND NOTES

PP1.0
PAGE 1 OF 5

Exhibit A10.3

Exhibit A10.3



Property 1 DA 178 165 136
Property 2 + 3 181 168 150

Exhibit A10.3

Exhibit 3

EXHIBIT B

Supplemental Documents

Planning & Zoning Commission

Case# PH2016-61-MOD

Hearing date: March 19, 2026

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

R37887100 PARCEL INFORMATION REPORT

3/10/2026 1:43:16 PM

PARCEL NUMBER:	R37887100
OWNER NAME:	TRADITION CAPITAL PARTNERS LLC
CO-OWNER:	
MAILING ADDRESS:	PO BOX 448 STAR ID 83669
SITE ADDRESS:	0 GOODSON RD
TAX CODE:	0330000
TWP:	5N **RNG:** 3W **SEC:** 18 **QUARTER:** SW
ACRES:	164.31
HOME OWNERS EXEMPTION:	No
AG-EXEMPT:	No
DRAIN DISTRICT:	NOT In Drain Dist
ZONING DESCRIPTION:	CR-RR / CONDITIONAL REZONE - RURAL RESIDENTIAL
HIGHWAY DISTRICT:	NOTUS-PARMA HWY #2
FIRE DISTRICT:	MIDDLETON FIRE
SCHOOL DISTRICT:	MIDDLETON SCHOOL DIST #134
IMPACT AREA:	NOT In Impact Area
FUTURE LAND USE 2011-2022 :	AG / RES
FLU Overlay Zone Desc 2030:	
FLU RR Zone Desc 2030:	
FUTURE LAND USE 2030:	AGRICULTURE
IRRIGATION DISTRICT:	BLACK CANYON IRRIGATION DIST
FEMA FLOOD ZONE:	X **FLOODWAY:** NOT In FLOODWAY **FIRM PANEL:** 16027C0125F
WETLAND:	NOT In WETLAND
NITRATE PRIORITY:	NO Nitrate Prio
FUNCTIONAL Classification:	COLLECTOR
INSTRUMENT NO. :	2025019863
SCENIC BYWAY:	NOT In Scenic Byway
LEGAL DESCRIPTION:	18-5N-3W SW STADIUM SUB LT 1 BLK 1 LS SUB
PLATTED SUBDIVISION:	STADIUM SUB
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.

R37887101 PARCEL INFORMATION REPORT

3/10/2026 1:44:49 PM

PARCEL NUMBER:	R37887101
OWNER NAME:	TRADITION CAPITAL PARTNERS LLC
CO-OWNER:	AUSTIN ACRES LLC
MAILING ADDRESS:	PO BOX 448 STAR ID 83669
SITE ADDRESS:	17506 GOODSON RD
TAX CODE:	0330000
TWP:	5N RNG: 3W SEC: 18 QUARTER: SW
ACRES:	127.60
HOME OWNERS EXEMPTION:	No
AG-EXEMPT:	Yes
DRAIN DISTRICT:	NOT In Drain Dist
ZONING DESCRIPTION:	CR-RR / CONDITIONAL REZONE - RURAL RESIDENTIAL
HIGHWAY DISTRICT:	NOTUS-PARMA HWY #2
FIRE DISTRICT:	MIDDLETON FIRE
SCHOOL DISTRICT:	MIDDLETON SCHOOL DIST #134
IMPACT AREA:	NOT In Impact Area
FUTURE LAND USE 2011-2022 :	AG / RES
FLU Overlay Zone Desc 2030:	
FLU RR Zone Desc 2030:	
FUTURE LAND USE 2030:	AGRICULTURE
IRRIGATION DISTRICT:	BLACK CANYON IRRIGATION DIST
FEMA FLOOD ZONE:	X FLOODWAY: NOT In FLOODWAY FIRM PANEL: 16027C0125F
WETLAND:	NOT In WETLAND
NITRATE PRIORITY:	NO Nitrate Prio
FUNCTIONAL Classification:	COLLECTOR
INSTRUMENT NO. :	2024042275
SCENIC BYWAY:	NOT In Scenic Byway
LEGAL DESCRIPTION:	18-5N-3W SW STADIUM SUB LT 2 BLK 1
PLATTED SUBDIVISION:	STADIUM SUB
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.

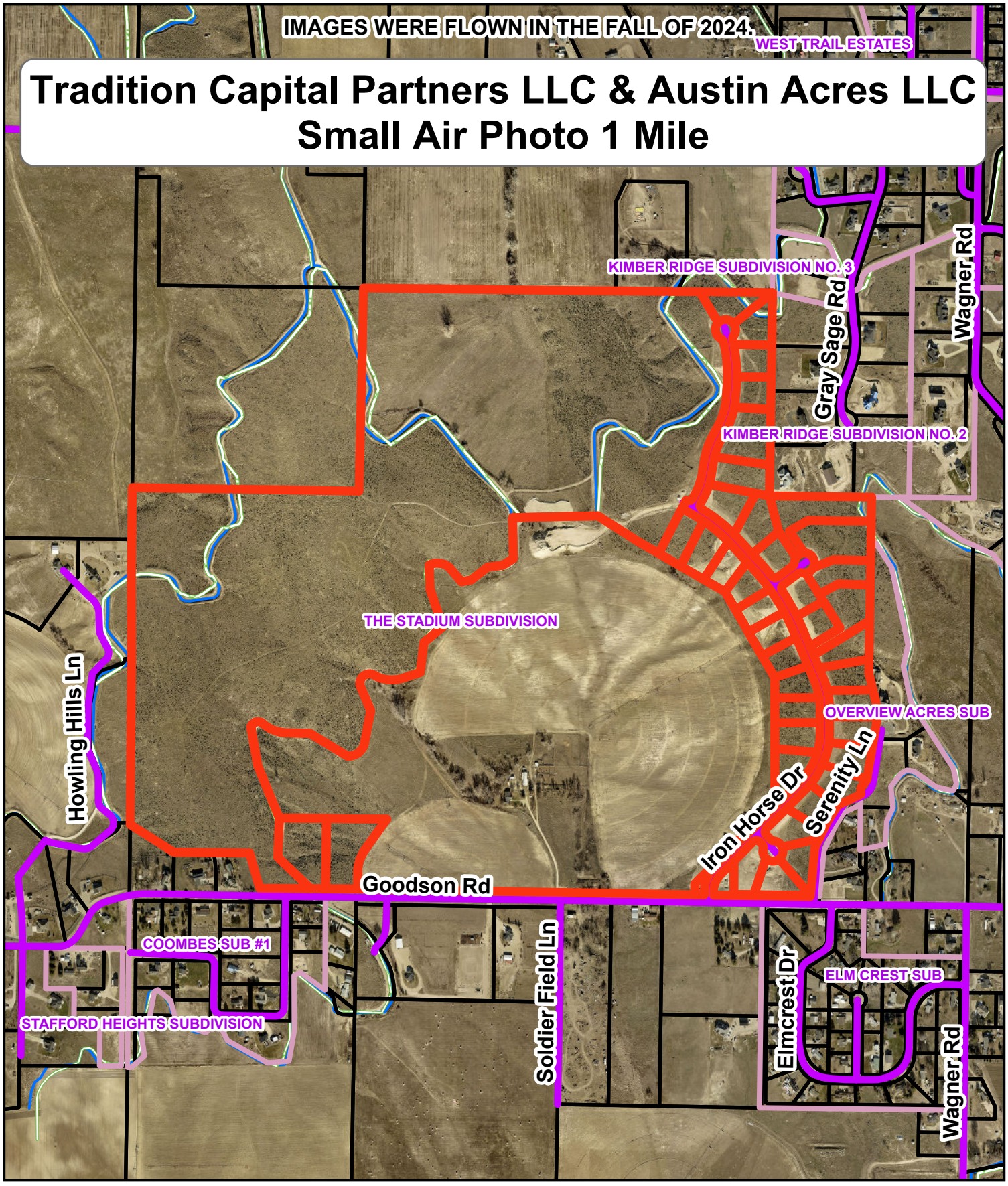
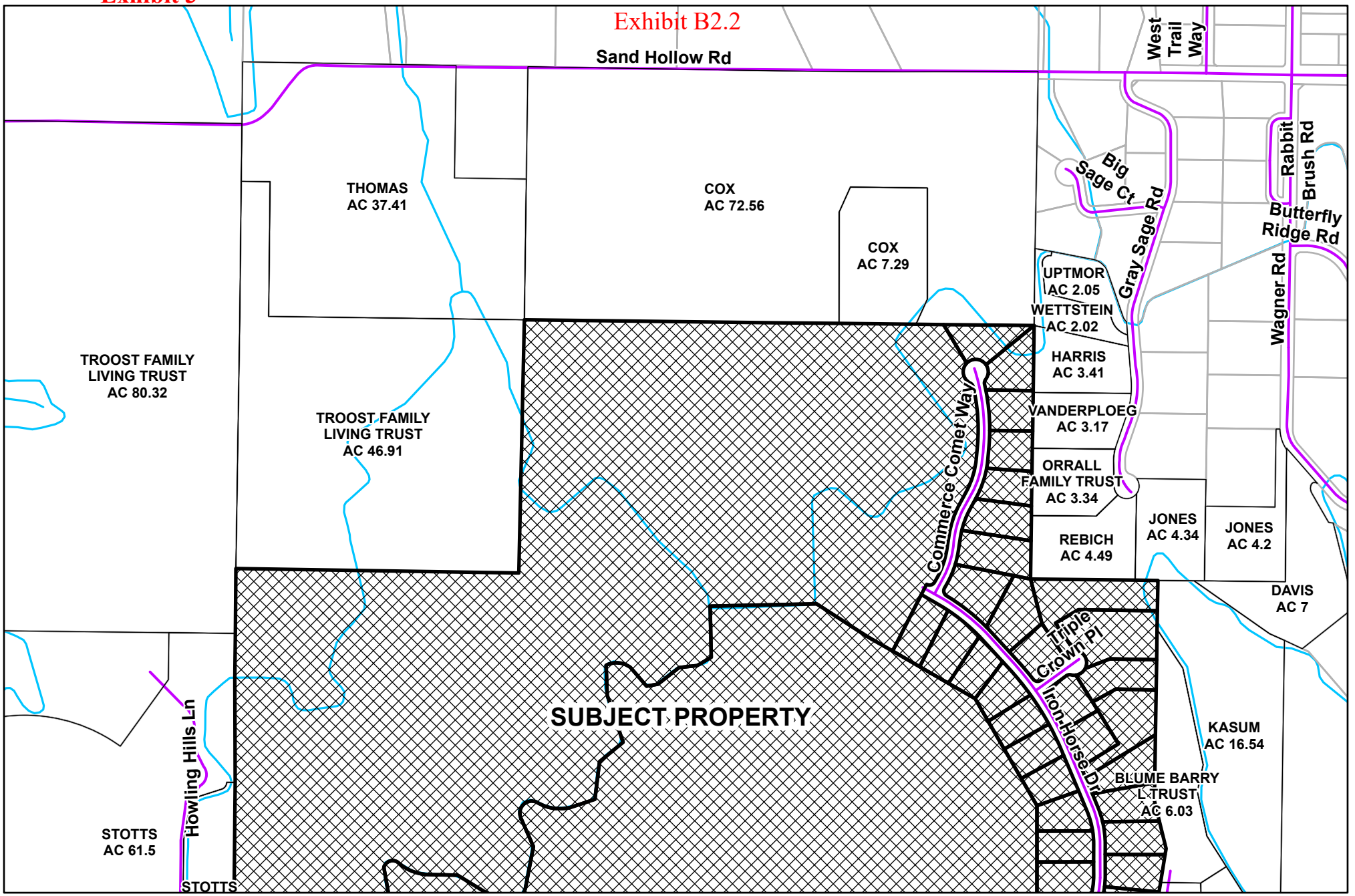

IMAGES WERE FLOWN IN THE FALL OF 2024.
WEST TRAIL ESTATES
Tradition Capital Partners LLC & Austin Acres LLC
Small Air Photo 1 Mile
KIMBER RIDGE SUBDIVISION NO. 3
Gray Sage Rd
Wagner Rd
KIMBER RIDGE SUBDIVISION NO. 2
THE STADIUM SUBDIVISION
Howling Hills Ln
OVERVIEW ACRES SUB
Iron Horse Dr
Serenity Ln
Goodson Rd
COOMBES SUB #1
STAFFORD HEIGHTS SUBDIVISION
Soldier Field Ln
Elmcrest Dr
ELM CREST SUB
Wagner Rd
City_Limits
Wetlands
0
0.25
0.5
Miles

Exhibit 3

Exhibit B2.2



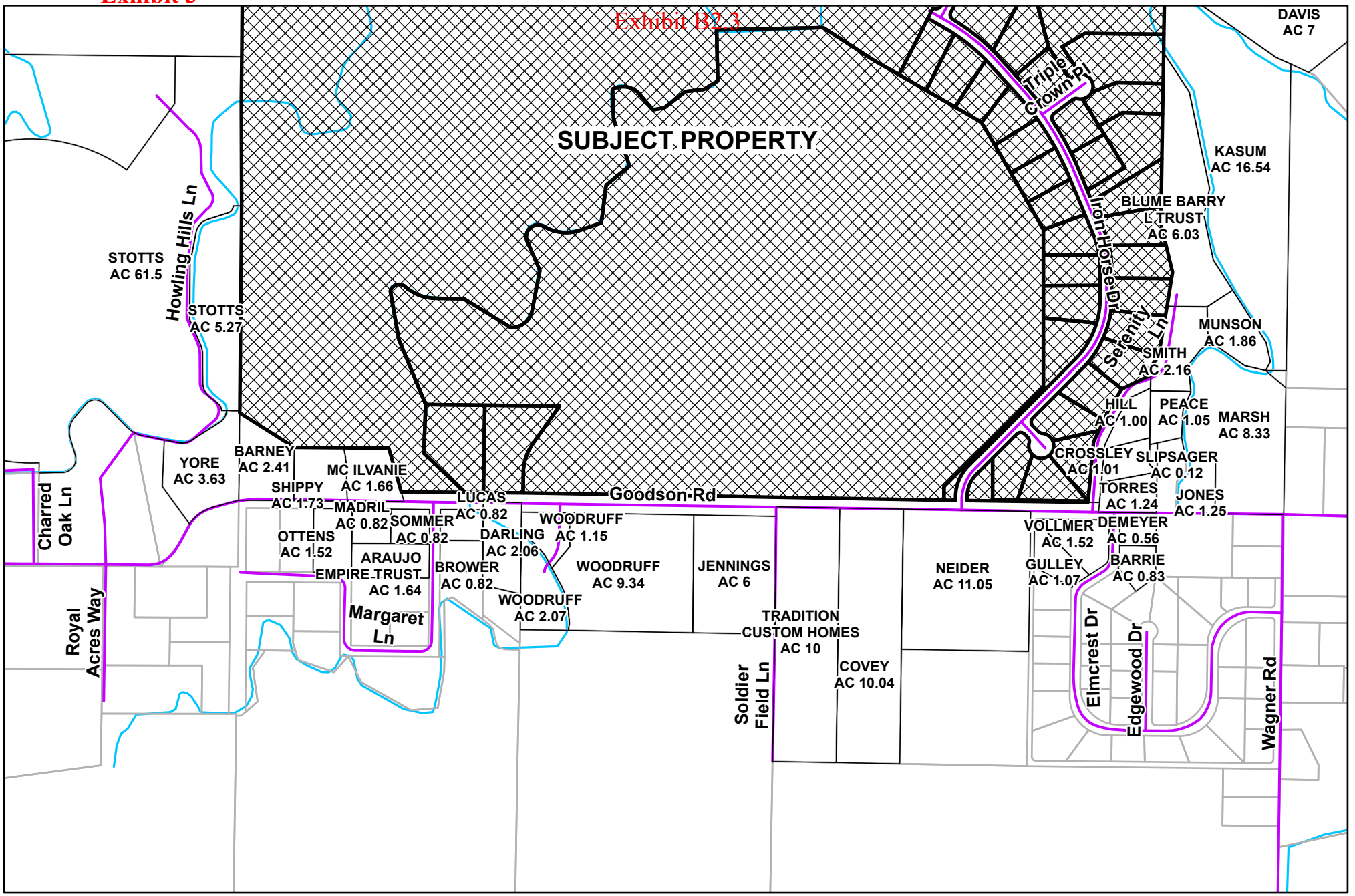
Tradition Capital Partners LLC & Austin Acres LLC
Small Vicinity Map - North

Exhibit B2.2

0 0.1 0.2 Miles

Exhibit 3

Exhibit 3



Tradition Capital Partners LLC & Austin Acres LLC
Small Vicinity Map - South

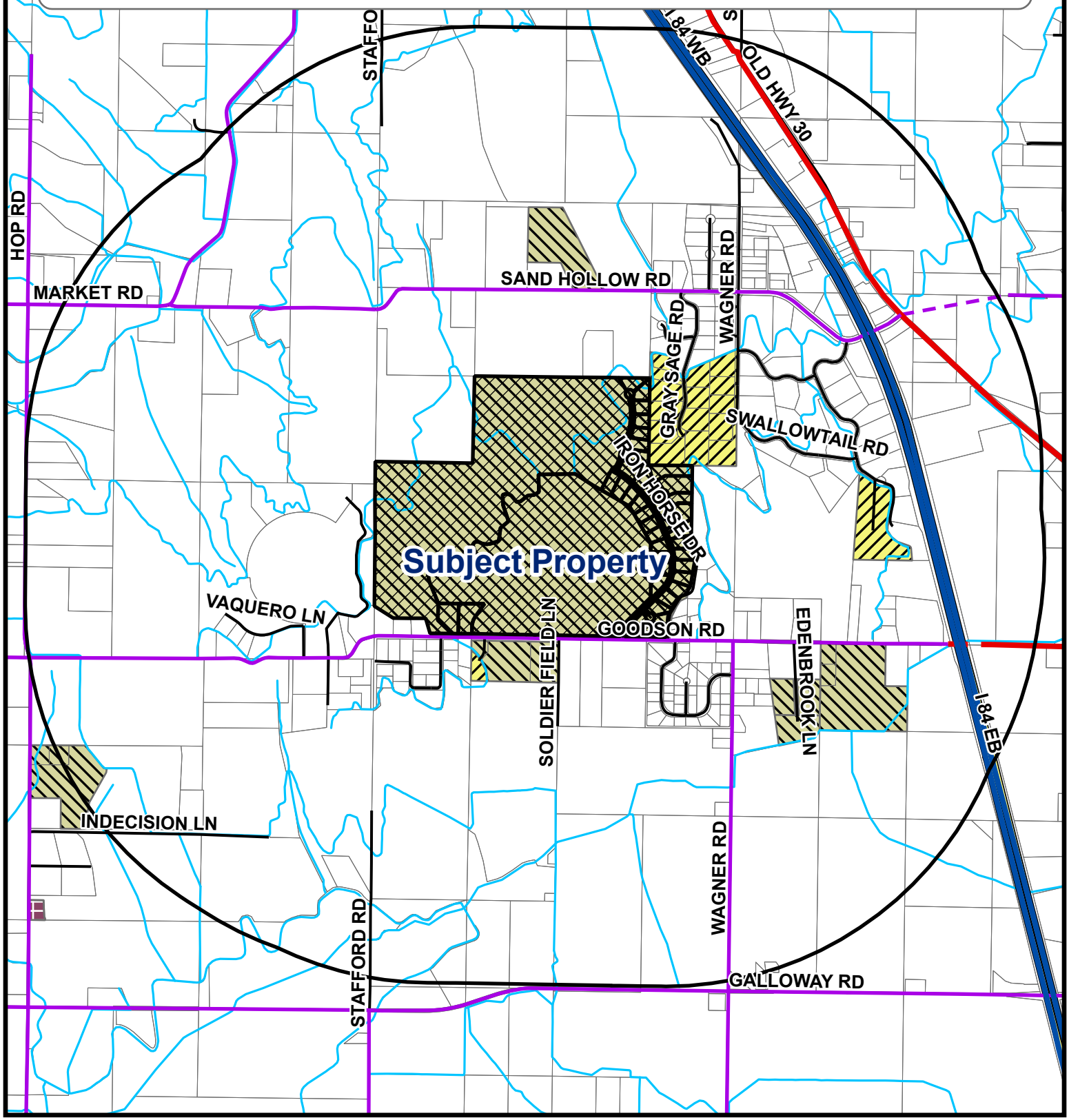
Exhibit B2.3

0 0.1 0.2 Miles

Exhibit 3

Exhibit 3 Exhibit B2.4

Tradition Capital Partners LLC & Austin Acres LLC
Zoning & Classification Map



RR
CR-RR
R1
CR-R1
R2
C
C1
CR-C1
C2
CR-C2
M1
CR-M1
M2
AG
INTERSTATE
OTHER FREEWAY/ EXPRESSWAY
PROPOSED OTHER FREEWAY/ EXPRESSWAY
PRINCIPAL ARTERIAL
PROPOSED PRINCIPAL ARTERIAL
MINOR ARTERIAL
PROPOSED MINOR ARTERIAL
COLLECTOR
PROPOSED COLLECTOR

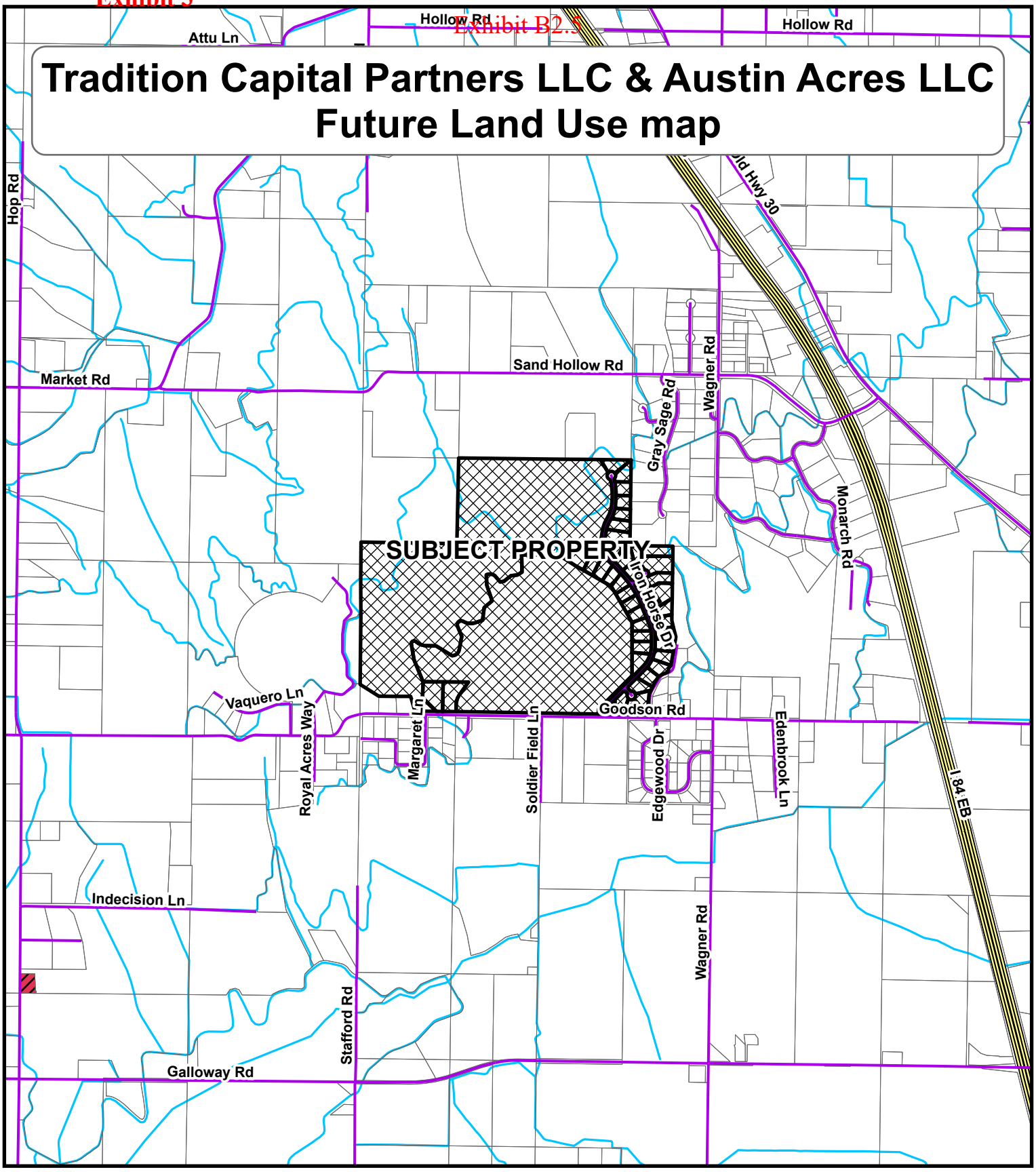
0 0.25 0.5 Miles

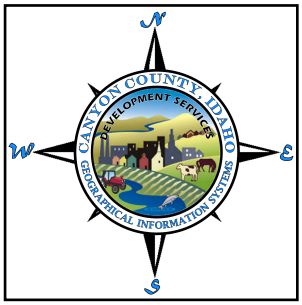
Exhibit 3 Exhibit B2.4

Exhibit 3

Exhibit B2.5

Tradition Capital Partners LLC & Austin Acres LLC
Future Land Use map





Future Land Use 2030

- COMMERCIAL
- INDUSTRIAL
- RESIDENTIAL
- RURAL RESIDENTIAL

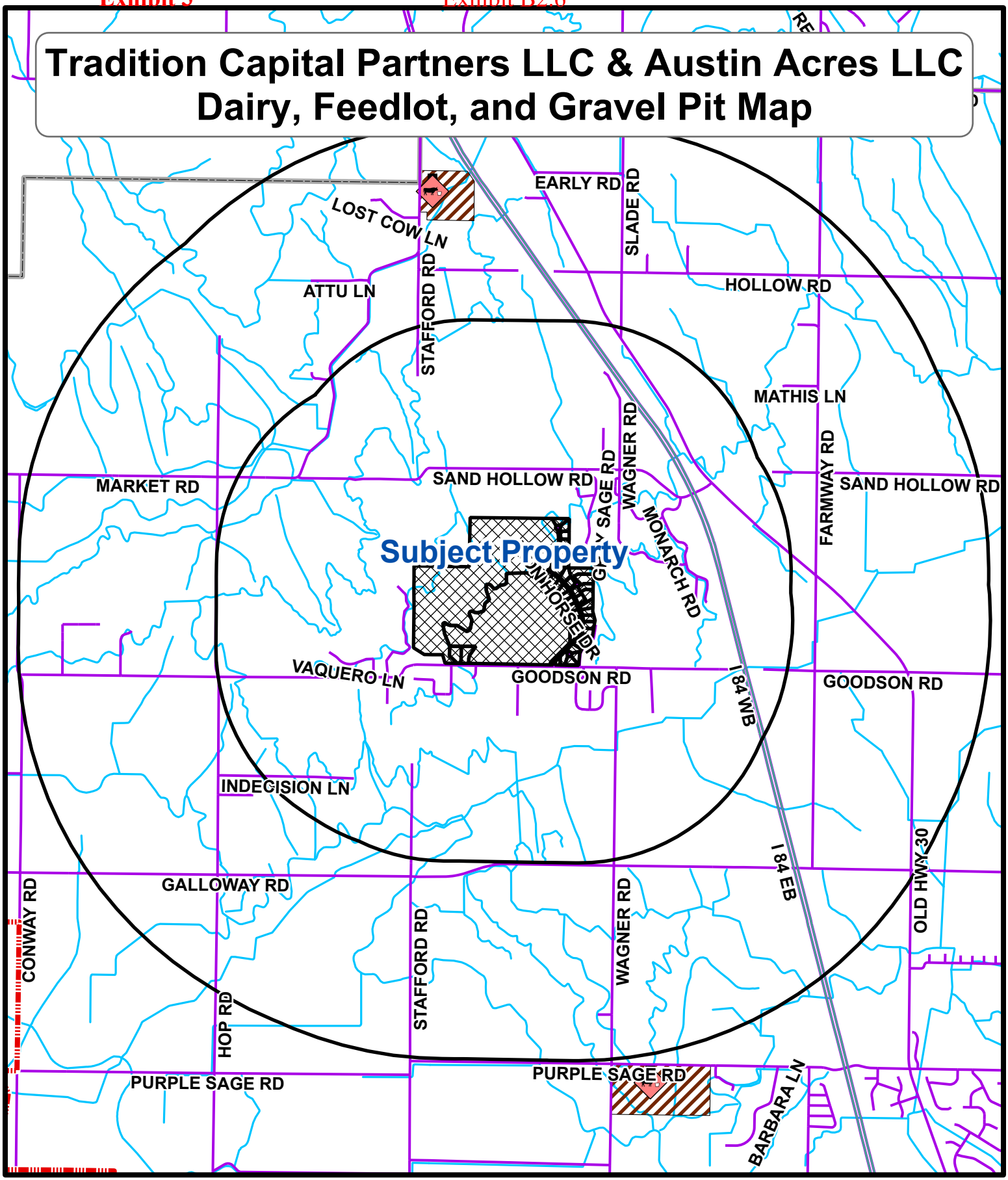
Exhibit B2.5

0 0.5 1 Miles

Exhibit 3

Exhibit 3 Exhibit B2.6

Tradition Capital Partners LLC & Austin Acres LLC
Dairy, Feedlot, and Gravel Pit Map



FEEDLOTS
DAIRIES
GRAVELPITS

0 1 2 Miles

Exhibit 3 Exhibit B2.6

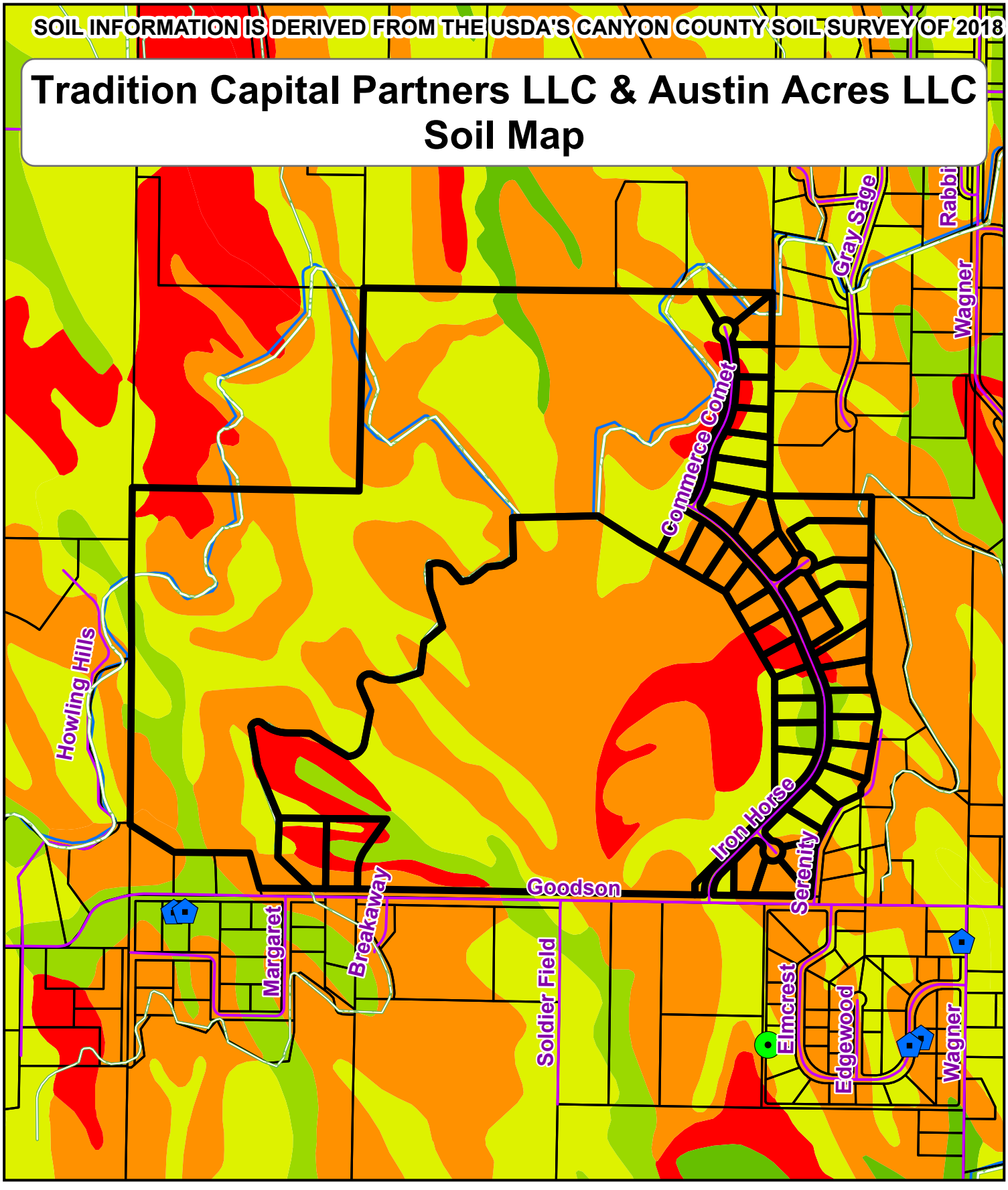
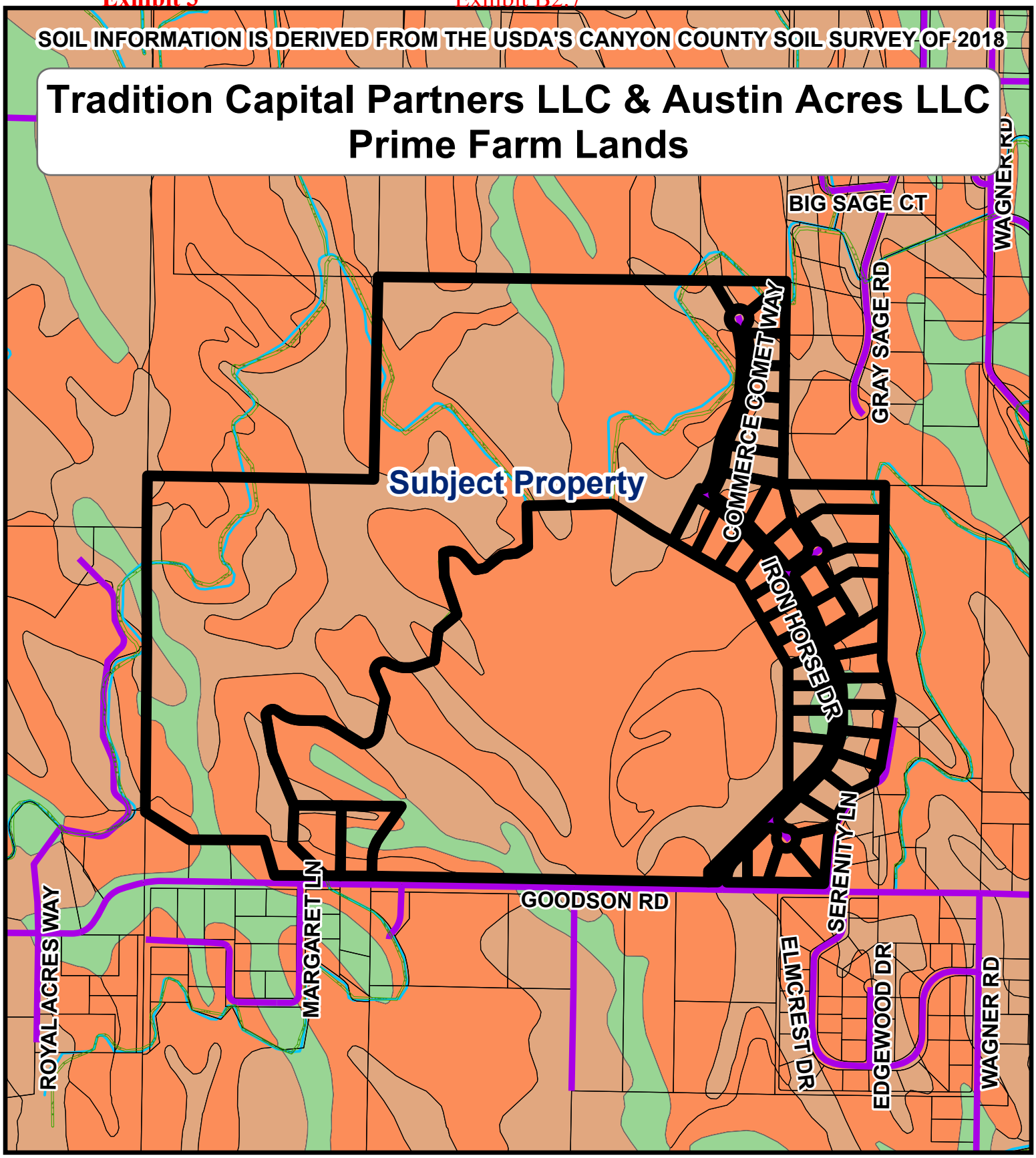

SOIL INFORMATION IS DERIVED FROM THE USDA'S CANYON COUNTY SOIL SURVEY OF 2018
Tradition Capital Partners LLC & Austin Acres LLC
Soil Map
Rabbi
Gray Sage
Wagner
Commerce Comet
Howling Hills
Iron Horse
Serenity
Goodson
Breakaway
Margaret
Soldier Field
Elmcrest
Edgewood
Wagner
Nitrate Priority Wells
0.005000 - 2.000000
2.000001 - 5.000000
5.000001 - 10.000000
10.000001 - 49.800000
IDWR_2C_Geothermal_
Wetlands
0
0.25
0.5
Miles

Exhibit 3 Exhibit B2.7

SOIL INFORMATION IS DERIVED FROM THE USDA'S CANYON COUNTY SOIL SURVEY OF 2018

Tradition Capital Partners LLC & Austin Acres LLC
Prime Farm Lands



TAXLOTS
City_Limits
WETLANDS
2C_Hydro

FARMLAND
- Farmland of statewide importance
- Farmland of statewide importance, if irrigated
- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Not prime farmland
- Water/Gravel Pit/ Rock outcrop/ Riverwash/ Terrace Escarpments
- Prime farmland if irrigated
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and reclaimed of excess salts and sodium

0 0.125 0.25 Miles

Exhibit 3 Exhibit B2.7

SOIL REPORT

SOIL CAPABILITY CLASS	SOIL CAPABILITY	SQUARE FOOTAGE	ACREAGE	PERCENTAGE
6	LEAST SUITED SOIL	8121396.71	186.44	53.56%
4	MODERATELY SUITED SOIL	3155782.36	72.45	20.81%
4	MODERATELY SUITED SOIL	1811798.15	41.59	11.95%
8	LEAST SUITED SOIL	1323232.04	30.38	8.73%
3	MODERATELY SUITED SOIL	345723.16	7.94	2.28%
3	MODERATELY SUITED SOIL	276272.89	6.34	1.82%
2	BEST SUITED SOIL	83269.60	1.91	0.55%
6	LEAST SUITED SOIL	45917.65	1.05	0.30%
		15163392.55	348.10	100%

FARMLAND REPORT

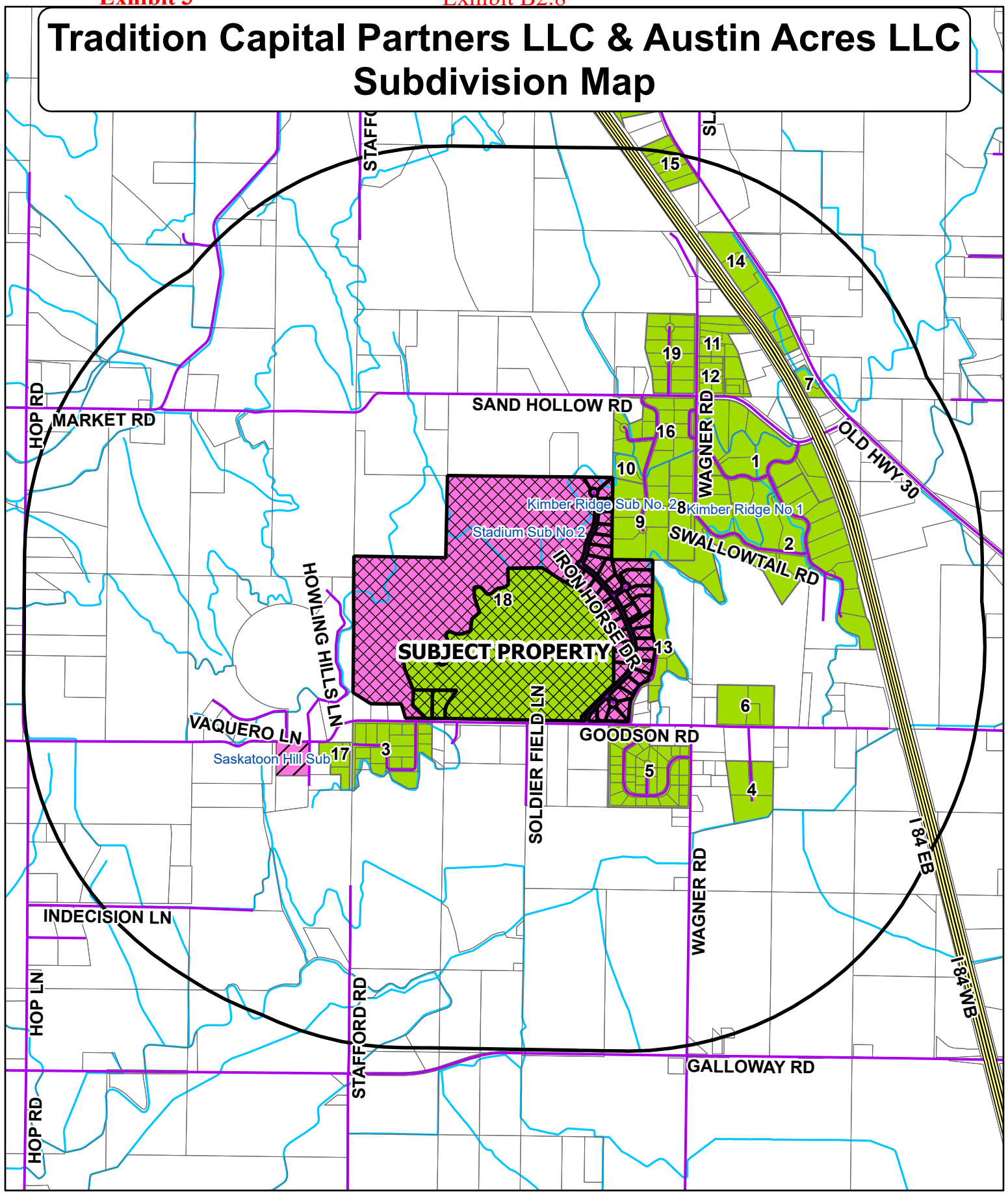
SOIL NAME	FARMLAND TYPE	SQUARE FOOTAGE	ACREAGE	PERCENTAGE
LkD	Not prime farmland	8121396.71	186.44	53.56%
LkC	Farmland of statewide importance, if irrigated	3155782.36	72.45	20.81%
EvC	Farmland of statewide importance, if irrigated	1811798.15	41.59	11.95%
LhE	Not prime farmland	1323232.04	30.38	8.73%
EsB	Prime farmland if irrigated	345723.16	7.94	2.28%
PhB	Prime farmland if irrigated	276272.89	6.34	1.82%
JeB	Prime farmland if irrigated	83269.60	1.91	0.55%
PlD	Not prime farmland	45917.65	1.05	0.30%
		15163392.55	348.10	100%

SOIL INFORMATION IS DERIVED FROM THE USDA's CANYON COUNTY SOIL SURVEY OF 2018

GRADE	SOILTYPE
1	BEST SUITED SOIL
2	BEST SUITED SOIL
3	MODERATELY SUITED SOIL
4	MODERATELY SUITED SOIL
5	LEAST SUITED SOIL
6	LEAST SUITED SOIL
7	LEAST SUITED SOIL
8	LEAST SUITED SOIL
9	LEAST SUITED SOIL

Exhibit 3 Exhibit B2.8

Tradition Capital Partners LLC & Austin Acres LLC Subdivision Map



SUBDIVISIONS
Plat Type,Plat Status
Preliminary,Approved
Preliminary,Pending
MOBILE HOME PARKS

0 0.5 1 Miles

Exhibit 3 Exhibit B2.8

SUBDIVISION & LOT REPORT

NUMBER OF SUBS	ACRES IN SUB	NUMBER OF LOTS	AVERAGE LOT SIZE
19	773.13	201	3.85

NUMBER OF SUBS IN PLATTING	ACRES IN SUB	NUMBER OF LOTS	AVERAGE LOT SIZE
4	228.29	153	1.49

NUMBER OF LOTS NOTIFIED	AVERAGE	MEDIAN	MINIMUM	MAXIMUM
126	8.35	1.41	0.11	164.31

NUMBER OF MOBILE HOME PARKS	ACRES IN MHP	NUMBER OF SITES	AVG HOMES PER ACRE	MAXIMUM
0				

PLATTED SUBDIVISIONS

SUBDIVISION NAME	Label	LOCATION	ACRES	NO. OF LOTS	AVERAGE LOT SIZE	CITY OF...	Year
BUTTERFLY RIDGE #1	1	5N3W17	52.32	13	4.02	COUNTY (Canyon)	2002
BUTTERFLY RIDGE #2	2	5N3W17	87.12	20	4.36	COUNTY (Canyon)	2006
COOMBES SUB #1	3	5N3W19	25.10	16	1.57	COUNTY (Canyon)	1972
EDENBROOK ESTATES SUBDIVISION	4	5N3W20	14.91	4	3.73	COUNTY (Canyon)	2024
ELM CREST SUB	5	5N3W19	35.23	41	0.86	COUNTY (Canyon)	1973
GOODSON SUB	6	5N3W17	13.79	3	4.60	COUNTY (Canyon)	1996
JAMIE SUBDIVISION	7	5N3W08	2.96	2	1.48	COUNTY (Canyon)	1999
KIMBER RIDGE SUBDIVISION NO. 1	8	5N3W18	16.17	5	3.23	COUNTY (Canyon)	2021
KIMBER RIDGE SUBDIVISION NO. 2	9	5N3W18	28.39	9	3.15	COUNTY (Canyon)	2022
KIMBER RIDGE SUBDIVISION NO. 3	10	5N3W18	4.05	2	2.02	COUNTY (Canyon)	2024
MELANIE SUB	11	5N3W08	14.87	18	0.83	COUNTY (Canyon)	1977
MELANIE SUB #2	12	5N3W08	6.42	6	1.07	COUNTY (Canyon)	1991
OVERVIEW ACRES SUB	13	5N3W18	11.09	4	2.77	COUNTY (Canyon)	2005
PANNELL SUB	14	5N3W08	20.37	6	3.39	COUNTY (Canyon)	1995
SAGE ACRES SUBD	15	5N3W07	26.64	11	2.42	COUNTY (Canyon)	1974
SILVER SAGE ESTATES #1	16	5N3W18	28.79	20	1.44	COUNTY (Canyon)	2006
STAFFORD HEIGHTS SUBDIVISION	17	5N4W24	5.60	3	1.87	COUNTY (Canyon)	2008
THE STADIUM SUBDIVISION	18	5N3W18	357.73	5	71.55	COUNTY (CANYON)	2018
WEST TRAIL ESTATES	19	5N3W07	21.60	13	1.66	COUNTY (Canyon)	2003

SUBDIVISIONS IN PLATTING

SUBDIVISION NAME	ACRES	NO. OF LOTS	AVERAGE LOT SIZE
Stadium Sub No.2	221.86	136	1.63
Saskatoon Hill Sub	6.43	3	2.14
Kimber Ridge Sub No. 2	0.00	9	0.00
Kimber Ridge No 1	0.00	5	0.00

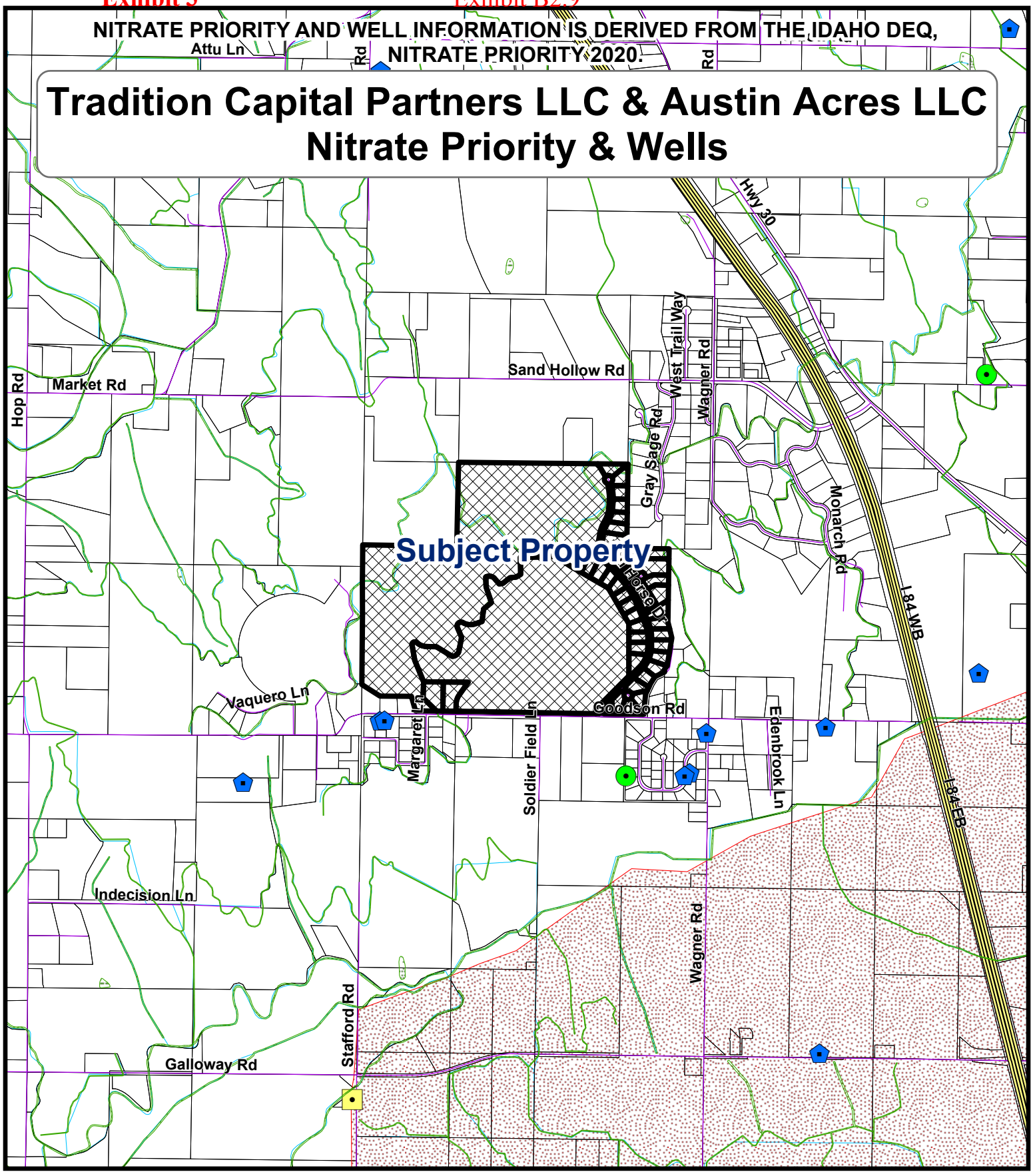
MOBILE HOME & RV PARKS

SUBDIVISION NAME	SITE ADDRESS	ACRES	NO. OF SPACES	UNITS PER ACRE	CITY OF...

Exhibit 3 Exhibit B2.9

NITRATE PRIORITY AND WELL INFORMATION IS DERIVED FROM THE IDAHO DEQ, NITRATE PRIORITY 2020.

Tradition Capital Partners LLC & Austin Acres LLC
Nitrate Priority & Wells



GEO-THERMAL LOCATIONS

WETLANDS

NITRATE_PRIORITY

DEQ WELLS
N03_MGL

0.005 - 2.00

2.000001 - 5.00

5.0000001 - 10.00

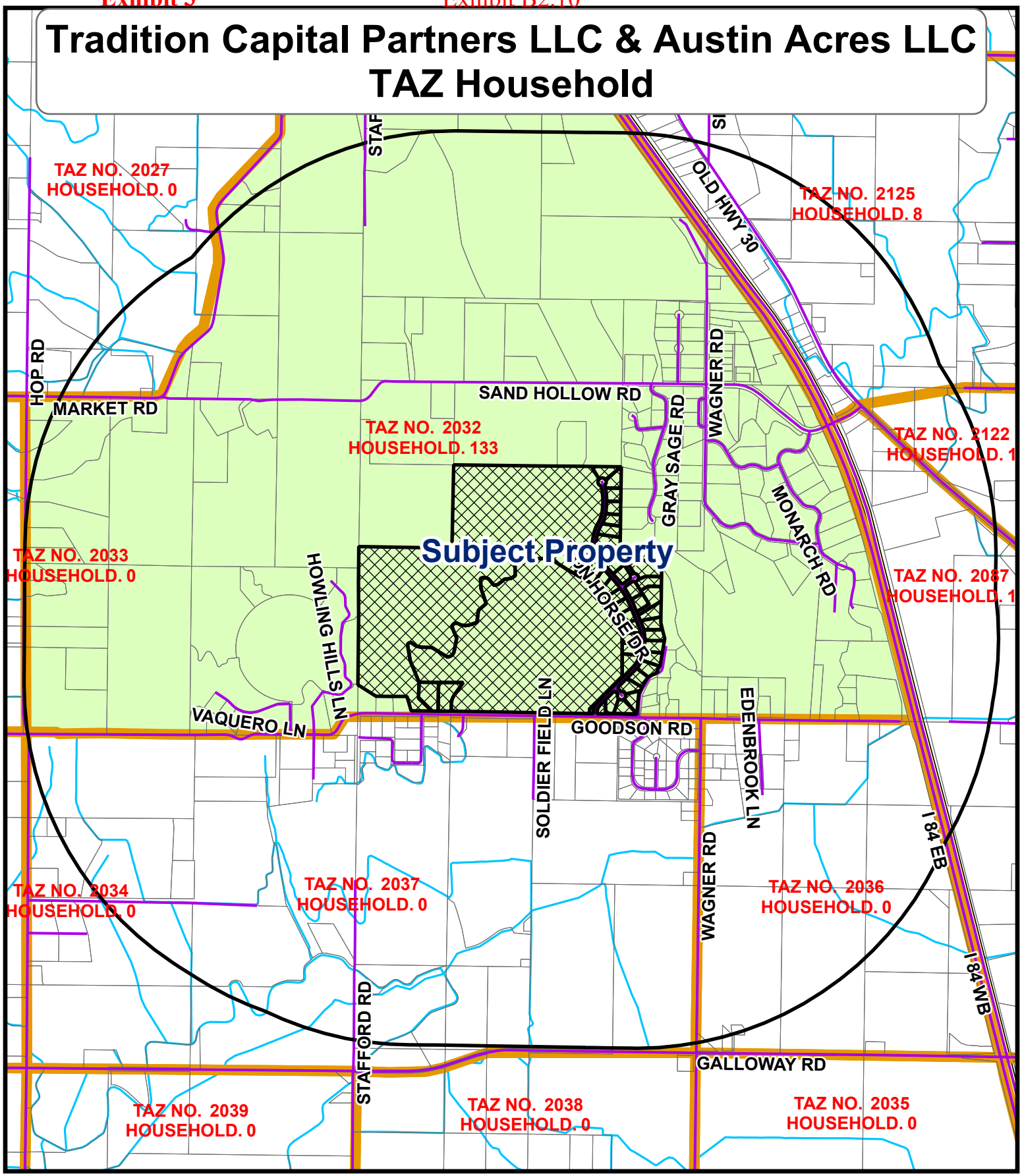
10.000001 - 49.80

0 0.5 1 Miles

Exhibit 3 Exhibit B2.9

Exhibit 3 Exhibit B2.10

Tradition Capital Partners LLC & Austin Acres LLC
TAZ Household



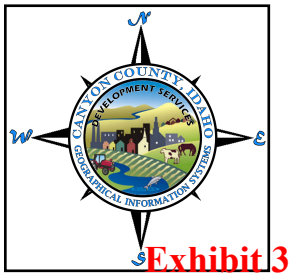


Exhibit 3

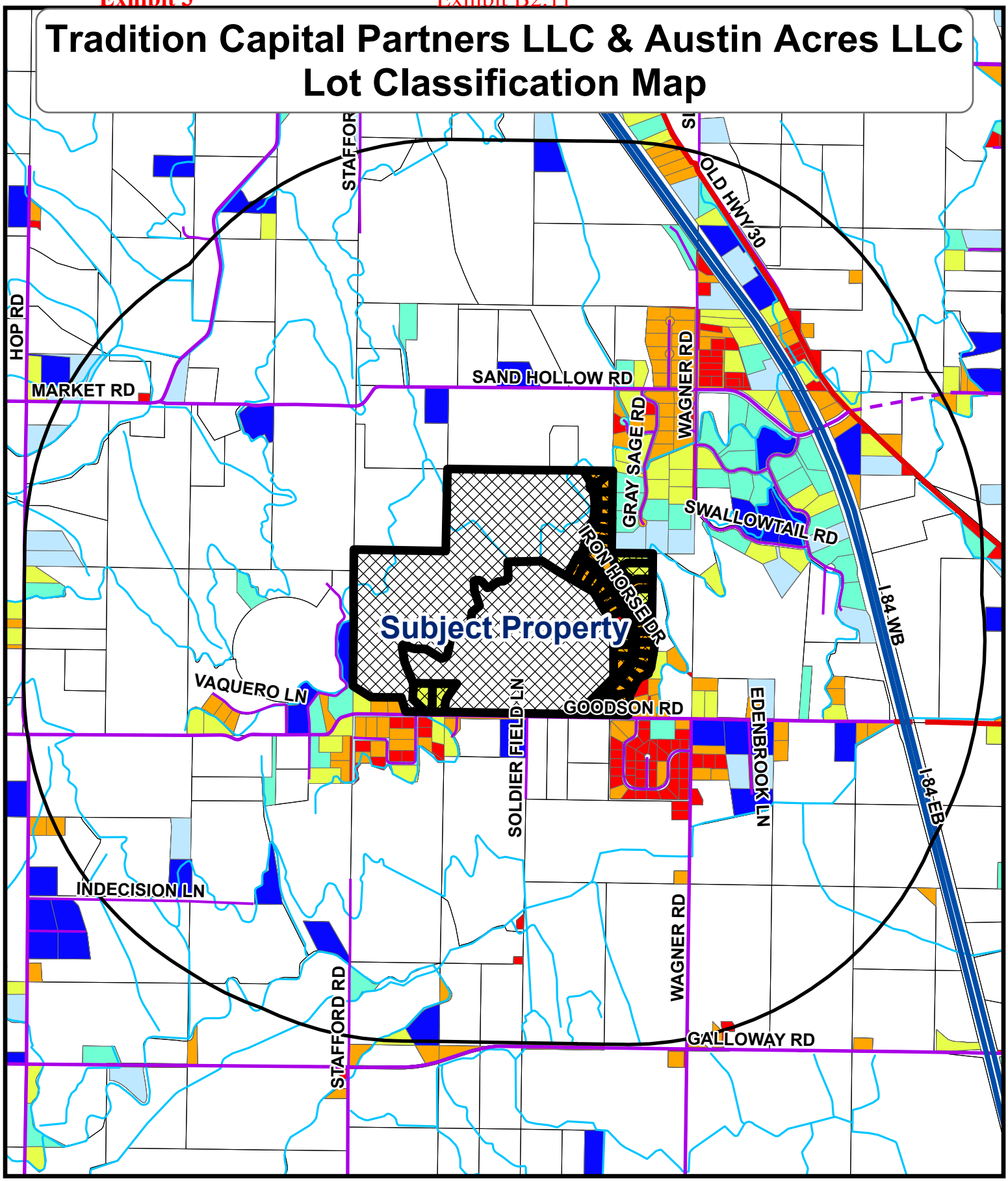
House Hold 2025-2050

- -4 - 50
- 51 - 150
- 151 - 250
- 251 - 500
- 501 - 750
- 751 - 1263

Exhibit B2.10

0 0.5 1 Miles

Tradition Capital Partners LLC & Austin Acres LLC
Lot Classification Map



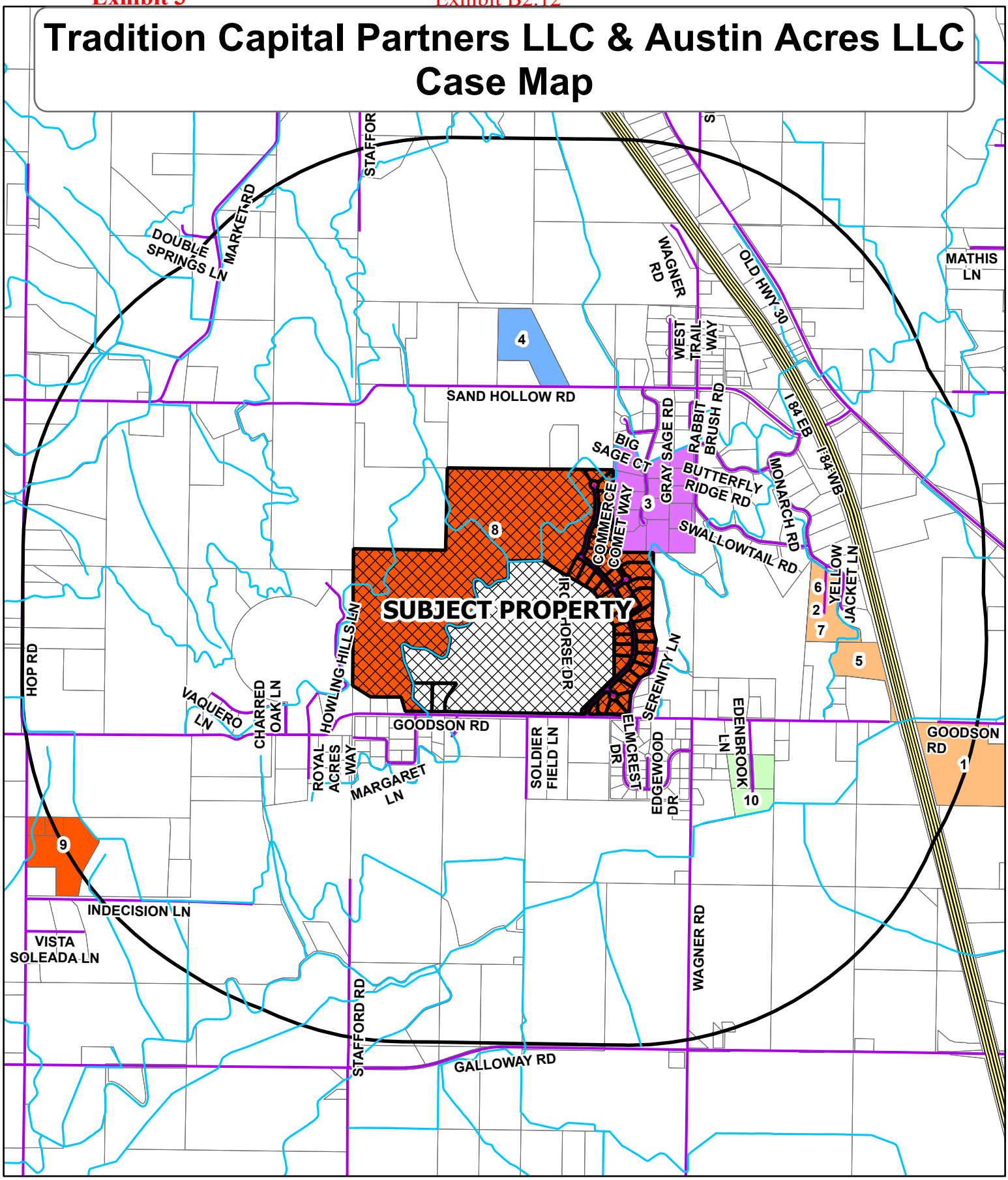
Lot Size

- 0.0 - 1.0
- 1.1 - 2.0
- 2.1 - 3.0
- 3.1 - 4.0
- 4.1 - 5.0
- 5.1 - 6.0

- INTERSTATE
- OTHER FREEWAY/ EXPRESSWAY
- PROPOSED OTHER FREEWAY/ EXPRESSWAY
- PRINCIPAL ARTERIAL
- PROPOSED PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- PROPOSED MINOR ARTERIAL
- COLLECTOR
- PROPOSED COLLECTOR

0 0.25 0.5 Miles

Tradition Capital Partners LLC & Austin Acres LLC Case Map



CASE SUMMARY

ID	CASENUM	REQUEST	CASENAME	FINALDECIS
1	CU2023-0024	CUP for Contractor Shop & Staging Area	Erlebach	DENIED
2	SD2022-0024	Preliminary plat	Hornet Cove	DENIED
3	SD2019-0042	Kimber Ridge Sub	Kimber Ridge Sub	APPROVED
4	CR2021-0005	Amend of Development Agreement #18-173	Lee	APPFOVED
5	CU2021-0016	Special Events Facility	Ransom	DENIED
6	RZ2020-0007	Rezone AG to RR	Rumsey	APPROVED
7	SD2022-0024	7 lot subdivision	SD2022-0024	DENIED
8	SD2020-0027	Prelim Plat - Stadium Sub 2	Stadium Sub 2	APPROVED
9	CR2021-0013	Rezone AG to CR-RR	Stark	APPROVED
10	CR2021-0012	Conditional Rezone from Ag to CR-RR	Walker	APPROVED

Exhibit B2.13

Exhibit 3

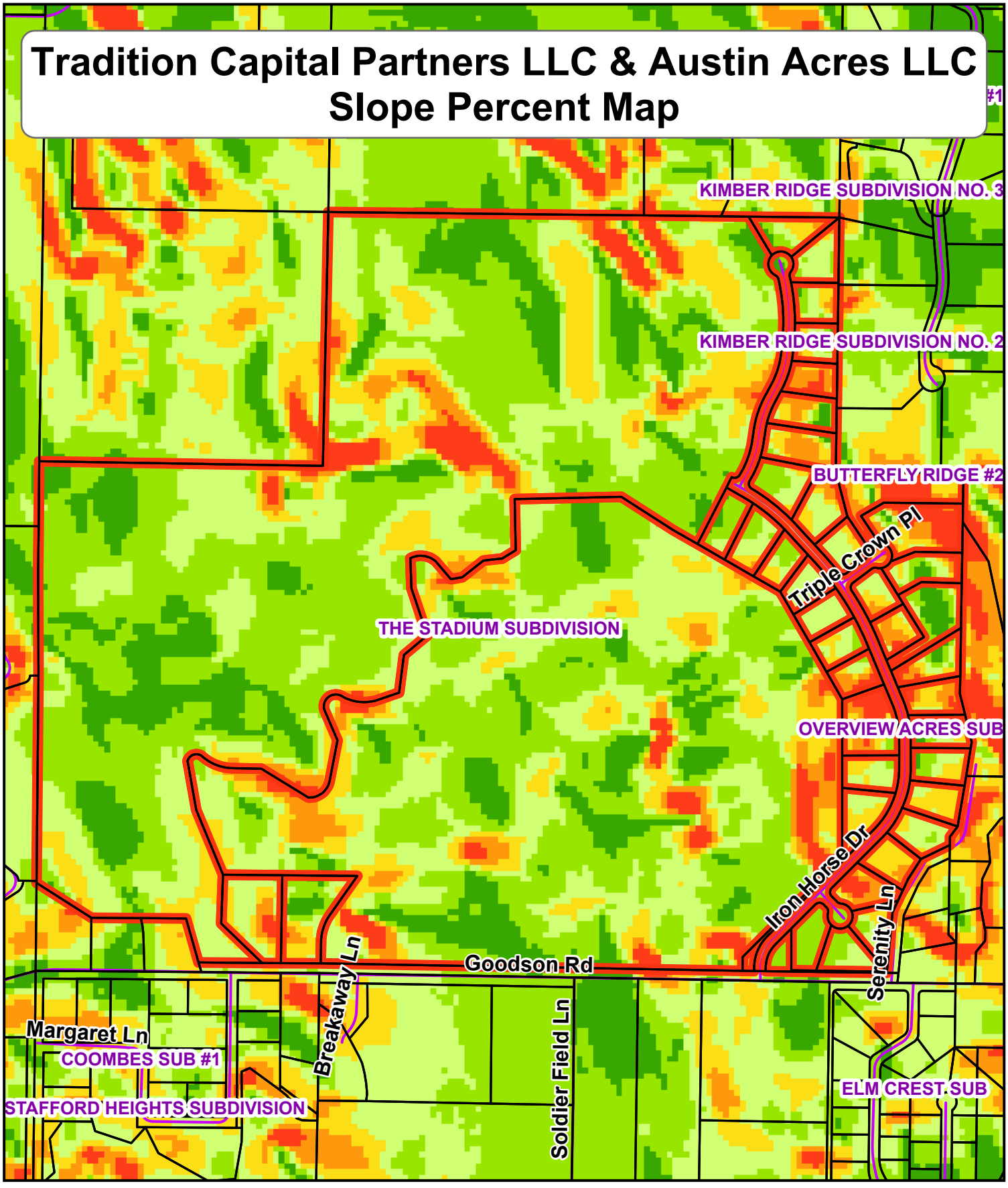
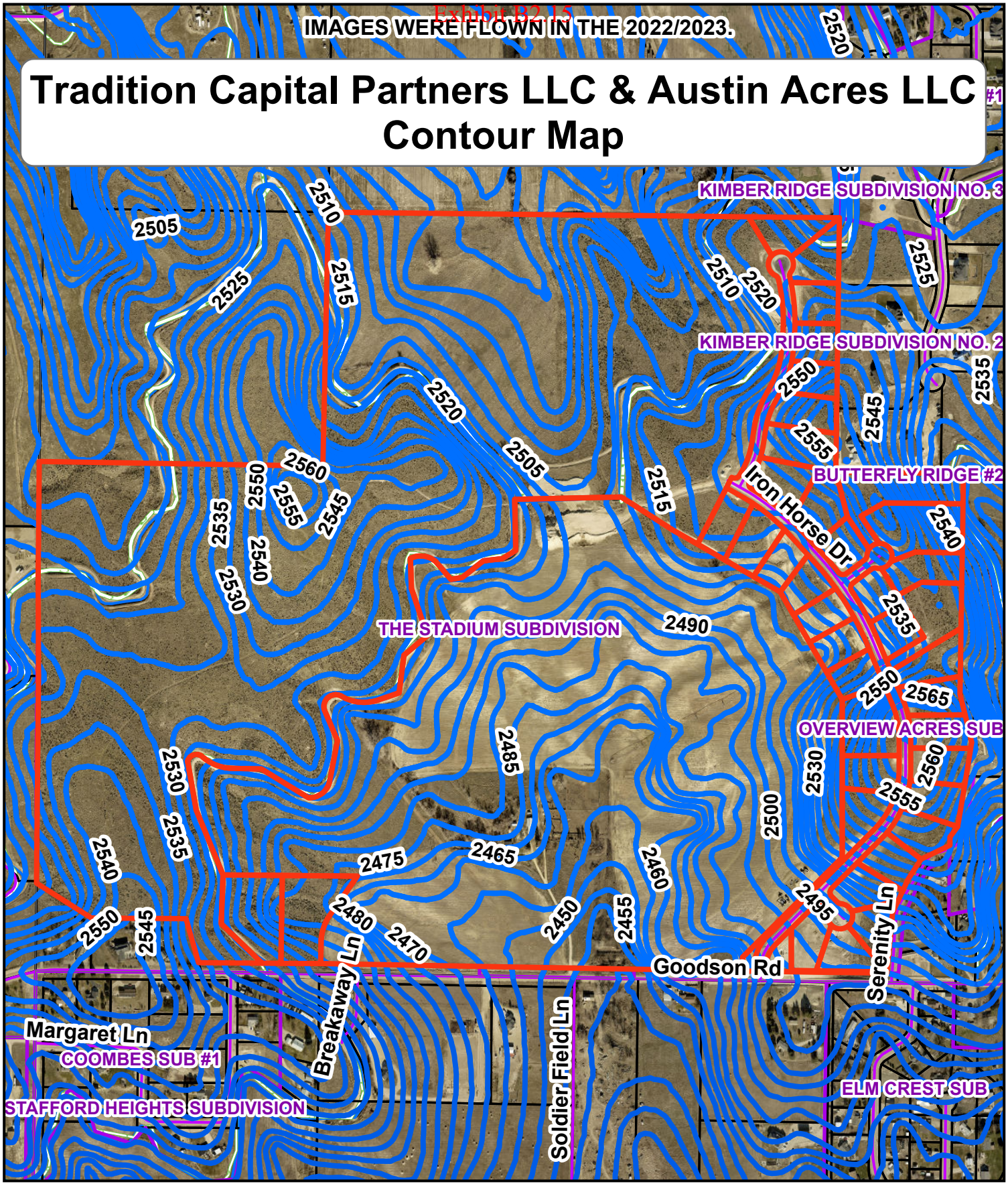

Tradition Capital Partners LLC & Austin Acres LLC
Slope Percent Map
KIMBER RIDGE SUBDIVISION NO. 3
KIMBER RIDGE SUBDIVISION NO. 2
BUTTERFLY RIDGE #2
Triple Crown Pl
THE STADIUM SUBDIVISION
OVERVIEW ACRES SUB
Iron Horse Dr
Serenity Ln
Goodson Rd
Breakaway Ln
Soldier Field Ln
Margaret Ln
COOMBES SUB #1
STAFFORD HEIGHTS SUBDIVISION
ELM CREST SUB
Slope Percent
0.001 - 3
3.001 - 6
6.001 - 9
9.001 - 12
12.001 - 14.999
15 - 202.718
0 200 400 600
Feet

Exhibit 3

Exhibit B2.15



Legend

- SUBJECT_PROPERTY
- TaxParcels
- SectionContours
- Wetlands

0 200 400 600 Feet

Exhibit B2.15

Exhibit 3

Exhibit B3.1

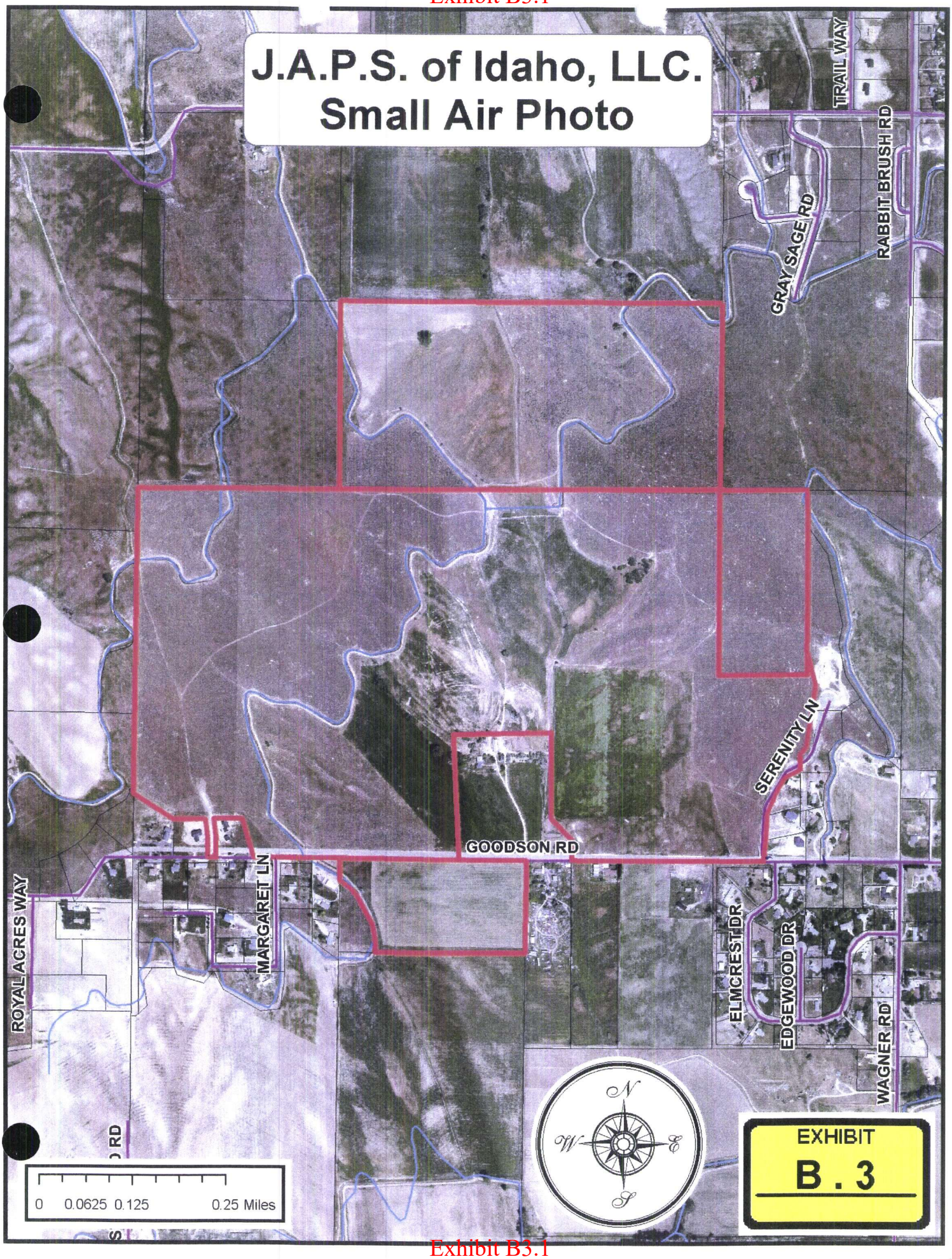
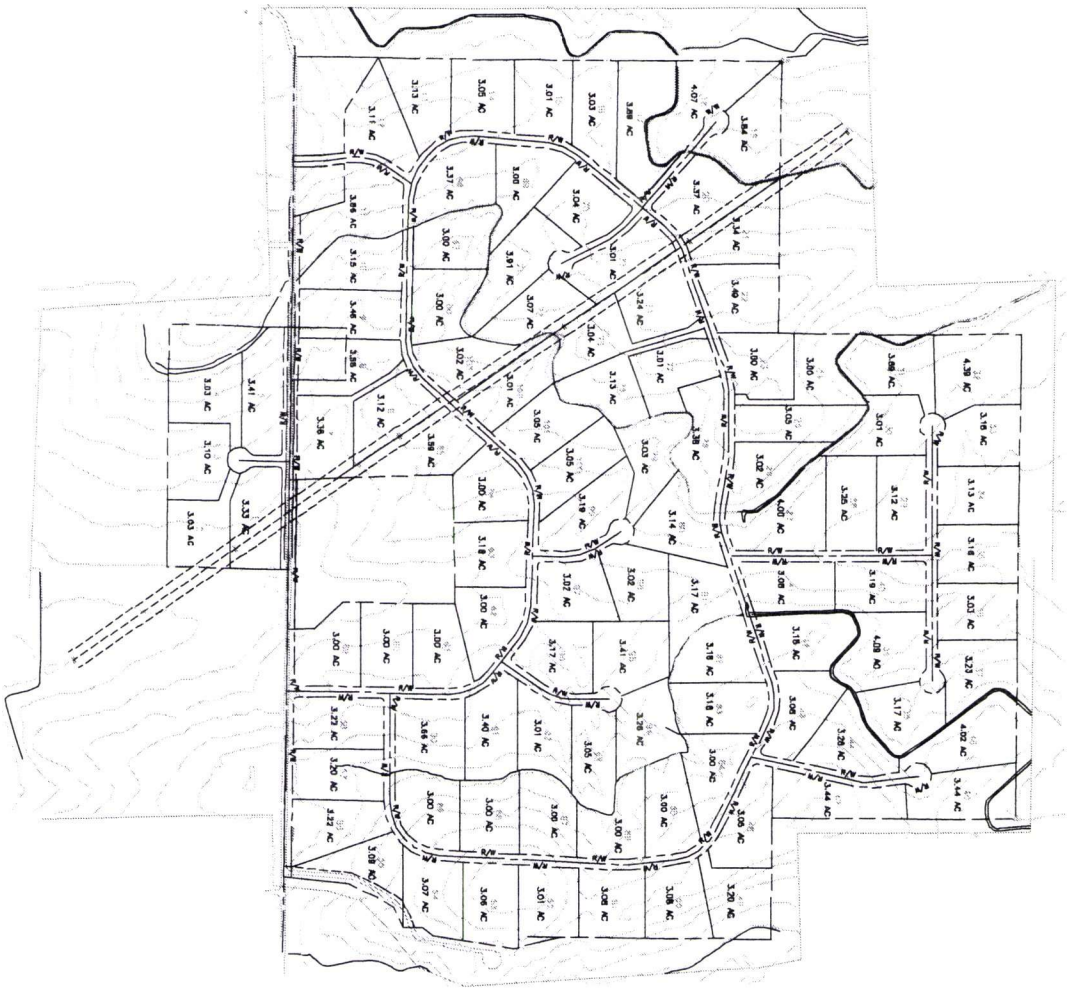


Exhibit B3.1

Exhibit B3.2



LOT COUNT: 103 RESIDENTIAL LOTS

SCALE: 1"=200'

CONCEPT

TOOTHMAN-ORTON ENGINEERING COMPANY

CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

524 CLEVELAND BOULEVARD, SUITE 227
CALDWELL, IDAHO 83605-4080
PHONE: (208) 795-5056
FAX: (208) 795-5081

OFFICES IN:
BOISE, IDAHO
COEUR d'ALENE, IDAHO

REVISIONS

NO.	ITEM	DATE

E-FILE NAME

DESIGNED

DRAWN

CHECKED

APPROVED

SHEET 1 OF 1

DATE

PROJECT#

DETAIL

Exhibit B3.2

ORDER

Based upon the Findings of Fact and Conclusions of Law, reviewed above, the Board hereby **affirms** the decision of the Canyon County Planning and Zoning Commission and hereby **APPROVES** J.A.P.S. of Idaho, LLC's request for a Conditional Use Permit to divide 3 parcels totaling approximately 364.09 acres into 103 residential lots in an "A" (Agricultural) Zone, subject to the Conditions of Approval, affixed hereto as "Attachment A."

IT IS SO ORDERED this 11 day of MARCH, 2008.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO

Commissioner David J. Ferdinand, II

Commissioner Matt Beebe, Chairman

Commissioner Steven J. Rule

ATTEST: William H. Hurst, CLERK

By: _____
Deputy

APPLICANT'S RIGHT TO REQUEST A REGULATORY TAKING ANALYSIS

According to Idaho Code § 67-6535 (c), the Applicant/Landowner has a right to request from the Canyon County Board of Commissioners a regulatory taking analysis pursuant to Idaho Code § 67-8003. The written request of the Applicant/Landowner for a regulatory taking analysis shall be filed with the Clerk of the Board of County Commissioners not more than twenty-eight (28) days after the date of this decision. Upon the timely written request of the Applicant/Landowner for a regulatory taking analysis, Canyon County shall prepare a written taking analysis concerning this case and shall provide to the Applicant/Landowner a regulatory taking analysis no longer than forty-two (42) days after the date of filing of the Applicant/Landowner's request for regulatory taking analysis. Pursuant to Idaho Code § 67-8003(4), the twenty-eight (28) day time limitation described below in the "NOTICE OF APPELLATE PROCEDURE", shall be temporarily suspended during the preparation of the regulatory takings analysis. For more information, please consult an attorney.

NOTICE OF APPELLATE PROCEDURE

An affected person aggrieved by this decision may within twenty-eight (28) days after the date of this decision, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

ATTACHMENT "A"

CONDITIONS OF APPROVAL

The following conditions of approval are hereby made a part of, and hereby incorporated into the Findings of Fact, Conclusions of Law and Order in CASE NO. CU2007-46; J.A.P.S. of Idaho, LLC.

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property.
2. The development shall be platted in accordance with CCZO 05-002; Article 17;
3. The development shall comply with the rules and recommendations of:
   - Canyon County Ambulance District (Exhibit C.1)
   - Southwest District Health Department (Exhibit C.2)
   - Canyon County Weed and Gopher Control (Exhibit C.4 and C.10)
   - Notus-Parma Highway District (Exhibit C.5 and D.11)
   - Department of Environmental Quality (Exhibit C.6)
   - Idaho Power (Exhibit C.9)
   - Middleton Fire District (Exhibit C.11)
   - Middleton School District (Exhibit C.12)
4. The "Right to Farm" statement shall be affixed to the plat relating to such development, as per CCZO 07-17-19 (3); Idaho Code § 22-4501 through § 22-4504 et. al;
5. Proof of operable fire suppression system or measures meeting the fire district standards shall be submitted to Development Services Department by the developer prior to the Board of

County Commissioners signature on the final plat;

6. The developer shall install riding/running trails and pathways through the development, to be in substantial compliance to the plat layout as shown in Exhibit D.12;

7. Individual lots will use advanced septic treatment systems;

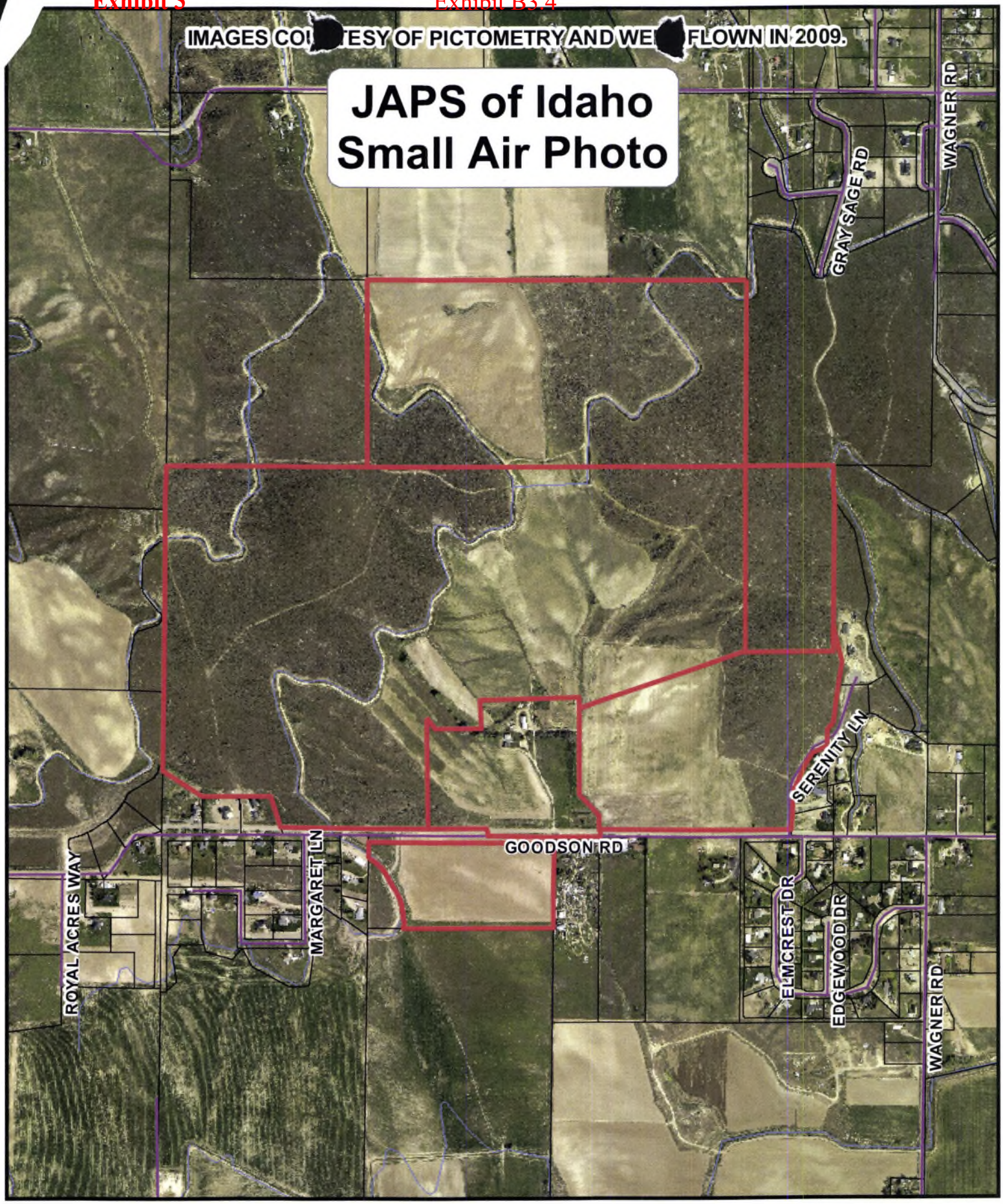
8. All internal roads shall be paved and built to Highway District standards, and be dedicated to the public;

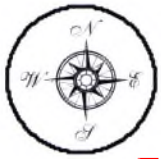
9. The developer shall work with the appropriate Highway District and contribute its reasonable and proportional share of the costs related to the impact of this development. See Exhibit D.11);

10. All exterior illuminations shall be downward facing and retained on site to the extent possible to minimize light pollution;

11. The project will be developed in phases [Exhibits D.11 and App.8] and commence within 3 years and be completed within 5 years.

12. This project shall be developed in phases and in substantial compliance and conformance with all representations made on record by Applicant, as well as all representatives and consultants appearing on behalf of Applicant, at the hearing before the Canyon County Board of Commissioners.


IMAGES COURTESY OF PICTOMETRY AND WERE FLOWN IN 2009.
JAPS of Idaho
Small Air Photo
WAGNER RD
GRAY SAGE RD
SERENITY LN
GOODSON RD
ROYAL ACRES WAY
MARGARET LN
ELMCREST DR
EDGEWOOD DR
WAGNER RD



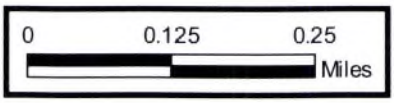

0
0.125
0.25
Miles

EXHIBIT
B . 3

Exhibit B3.5

EXHIBIT

CONCEPT

T-O ENGINEERS

CONSULTING ENGINEERS, SURVEYORS & PLANNERS
524 CLEVELAND BOULEVARD, SUITE 220
CALDWELL, IDAHO 83605-6080
PHONE: (208) 795-5018 FAX: (208) 795-5021
OFFICE ALSO IN
BOISE, IDAHO COEUR D'ALENE, IDAHO

REVISIONS

NO.	ITEM	DATE

E-FILE NAME	
DRAWN	HF
CHECKED	
APPD	

DATE: February 24, 2010
PROJECT: 09-145

SHEET 1 OF 1

Received 3/25/2010

NOTES:
1. LOT COUNT: 107 RESIDENTIAL LOTS
2. AVERAGE LOT SIZE IS 3.21 AC.
3. RIDING/WALKING PATHS ALONG PUBLIC ROADS ARE APPROXIMATELY 3.1 MILES.

SCALE: 1"=300'



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- PROPERTY LINE
- EASEMENT LINE
- RIDING/WALKING PATHS

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Exhibit B3.5

Exhibit 3

Development Agreement # 10-104

DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY KNOWN AS J.A.P.S. OF IDAHO, LLC

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into as of 10-13, 2010, the date of publication of Ordinance No. 10-007, approving the rezone for the Parcel, by and between CANYON COUNTY, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, party of the first part, (hereinafter "County"), and J.A.P.S. of Idaho, LLC, Michael & Jill Conklin, and Glen & Evelyn Olsen, party of the second part (hereinafter "Owner(s)"), pursuant to the authority of Idaho Code § 67-6511A.

RECITALS

WHEREAS, the Owner(s) is the sole owner, in law and/or equity, of a certain tract of land in Canyon County, State of Idaho, which property (hereinafter "Parcel") is more particularly described in Exhibit A attached hereto; and,

WHEREAS, the County has authority to rezone a Parcel pursuant to Chapter 7 of the Canyon County Code and § 67-6511 of the Idaho Code; and,

WHEREAS, the County has authority to enter into development agreements to condition the rezone of a Parcel pursuant to Idaho Code § 67-6511A; and,

WHEREAS, the Owner's(s) plans, promises made during presentations, and other portions of the application are an essential inducement to the County to enter into this Agreement; and

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

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the County and the Owner(s) agree as follows:

Section 1: Development of the Project

1.1 Effective Date. In accordance with Idaho Code, § 67-6511A, this Agreement will be effective upon the publication of Ordinance # 10-007, approving the conditional rezone of the Parcel.

1.2 Permitted Use, Density, and Intensity of Use. This Agreement shall vest the right to develop the parcel as described and restricted by Exhibit's A and B that are attached to this Agreement. Failure to comply or bond for completion of the development of the Parcel within the timeframe established in the Conditions of Approval, Chapter 7 of the Canyon County Code, or the terms of this Agreement shall result in a default of this Agreement by the Owners.

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

1.4 Police Power. Nothing in this Agreement shall be construed to be in derogation of the County's police power to protect the health, safety, and general welfare of the public.

Section 2: Cooperation in the Event of Legal Action

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

Section 3: Violation; Annual Review; Remedies; Termination

3.1 General Provisions. Failure or unreasonable delay by the Owner(s) to perform any term or provision of this Agreement shall constitute a violation under this Agreement and may result in termination of this agreement. Prior to termination as set forth in Section 3.5 below, the County shall provide written notice of such violation. Said notice shall specify the nature of the alleged violation and the manner in which said violation ay be satisfactorily cured. If the nature of the alleged violation is such that it cannot reasonably be cured within 90 days after written notice, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the 90-day period without cure, the violation will be deemed a default under this Agreement and the County, solely as its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the agreement, and, in either event, the Owner shall not be entitled to any additional time to cure such violation.

3.2 Annual Review. Each year during the term of this Agreement, the Director may require that the Owner(s) submit a status report detailing the status of each condition of approval to the Director of Development Services. The reasonable costs incurred by the County in connection with the annual review process shall be borne by the Owner(s). If the Director finds and determines that Owner(s) has not complied with such terms and conditions, the Director shall schedule this Agreement for hearing in front of the Board of Canyon County Commissioners, following the notice and hearing procedures as outlined in Idaho Code § 67-6511A. Such violation shall be subject to the provisions of Section 3.1.

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

3.4 Excused Delay; Extension of Time of Performance.

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

b) As long as Owner(s) have provided governmental agencies all necessary information in a timely manner, performance hereunder shall not be deemed in default where delays or defaults are due to governmental agencies. An extension of time necessary to gain approval of

another independent governmental agency as required in the conditions of approval may be granted upon written request. The grant of a time extension shall be in writing and shall specify the period of excused delay.

3.5 Termination.

a) This Agreement may be terminated, and the zoning designation upon which the use is based reverted to the previously designated District, upon the failure by the Owner(s) to comply with the terms and conditions contained in this Agreement, after notice by the County to the Owner(s) pursuant to Section 3.1 above.

b) This Agreement terminates upon completion of conditions.

3.6 Expiration of Time. In the event the Owner(s) fails to comply with any time limits for completing the obligations required herein, this Agreement shall be terminated and the zoning designation upon which the use is based shall be reverted to the previously designated zoning district after the Board has complied with the notice and hearing provisions of Chapter 7 of the Canyon County Code and Idaho Code, § 67-6511A.

Section 4: Indemnification; Compliance with Law

4.1 Owner Indemnification. The Owner(s) shall defend, indemnify, and hold the County, its officers, agents, employees, contractors and subcontractors harmless for injuries to persons or property resulting from the negligence or willful conduct of the Owner(s), its officers, agents, employees, contractors and subcontractors in performing the duties described in this Agreement.

In the event the County is alleged to be liable in any manner, as a result of acts, omissions, willful conduct and/or negligence of the Owner(s), the Owner(s) shall indemnify and hold the County, its officers, agents, employees, contractors and subcontractors harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of the Owner(s). The Owner(s) shall defend against such allegations through counsel chosen by the County and the Owner(s) shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

4.2 County Indemnification. The County shall defend, indemnify, and hold the Owner(s), its officers, agents, employees, contractors and subcontractors harmless for injuries to persons or property resulting from the negligence or willful conduct of the County, its officers, agents, employees, contractors and subcontractors in performing the duties described in this Agreement.

4.3 Compliance with Law; Indemnification. The Owner(s) guarantees to the County that all services, programs, or activities provided by the Owner(s), its officers, agents, employees, contractors and subcontractors under this Agreement will be in accordance with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (CANYON). Further, the Owner(s) agrees to indemnify, defend, and hold harmless the County for any loss, expense, or damage of any type experienced by the County as a result of Owner(s)'s violation of the guarantee requirements of this paragraph.

Development Agreement #10-104

Section 5: Notices

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

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

If to County, to:

Canyon County Development Services Dept.
1115 Albany Street
Caldwell, Idaho 83605
Attention: Director
Telephone: 208-454-7458
Facsimile: 208-454-6633

With copy to:

Canyon County
Attn: Chief Civil Deputy Prosecuting Attorney
1115 Albany Street
Caldwell, Idaho 83605
Telephone: 208-454-7391
Facsimile: 208-455-5955

If to Owner(s), to R37887-0240, R37887-022, & R37900-010:

J.A.P.S. of Idaho, LLC
10167 Willis Road
Middleton, Idaho 83644

Manager of J.A.P.S. of Idaho, LLC
Jay S. Gibbons & Marilyn H. Gibbons
10167 Willis Road
Middleton, Idaho 83644

If to Owner(s), to R37887-024A:

Michael Conklin
Jill Conklin
9551 Chadwick
Boise, Idaho 83704

If to Owner(s), to R37887:

Glen C. Olsen
Evelyn J. Olsen
17506 Goodson Road
Caldwell, Idaho 83607

Section 6: Assignment

6.1 If all or any portion of the Parcel is transferred by the Owner(s) to any person or entity (hereinafter "Transferee"), the Owner(s) may assign or transfer to Transferee all or any portion of its interests, rights, or obligations under this Agreement with respect to the transferred Parcel. No fewer than thirty (30) days prior to entering into an Assignment for all or any portion of the Parcel, the Owner(s) shall submit to the Director of Development Services a draft of the Assignment, Conditions of Approval(s) and any other obligations detailing the obligations to be assumed by Transferee pursuant to the Assignment.

6.2 Review. Prior to accepting an Assignment, the County shall determine whether the Transferee has the financial capacity to perform the obligations of the Owner(s) as contained in this Agreement. The Owner(s) and Transferee shall cooperate with the County by providing the documents and information the County may deem necessary to review the financial capacity of the Transferee.

6.3 The Owner(s) shall continue to be responsible for performing the obligations under this Agreement as to the transferred Parcel until such time as there is delivered to the County a legally binding instrument, in a form approved by the County, whereby Transferee agrees to perform all Conditions of Approval(s), and/or other obligations of this Agreement applicable to the transferred Parcel as set forth in Idaho Code § 67-6511A.

Section 7: Entire Agreement, Counterparts, Exhibits, Recording

7.1 Merger and Integration. This writing embodies the whole Agreement. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the County and the Owner(s) are superseded by this Agreement.

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

Exhibit A – Legal Descriptions for parcels to be conditionally rezoned (___ pages)

Exhibit B – Conditions of Approval (3 pages)

7.3 Incorporation of Recitals. The Recitals to this Agreement are incorporated into this Agreement by this reference as if fully set forth herein.

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

Section 8: Covenants Appurtenant to the Project

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

Section 9: Miscellaneous

9.1 Amendment. Modifications to this Agreement may be made only by the written permission of the Board of Canyon County Commissioners after complying with the notice and hearing provisions of Idaho Code, § 67-6511A. Any amendment(s) to this Agreement shall be recorded at the Owner(s) expense.

9.2 Interpretation: Unless otherwise specifically defined herein, capitalized terms used herein shall have the same meaning as ascribed to such terms either in the Local Land Use Planning Act, Idaho Code §§ 67-6501*et seq*. or Chapter 7 of the Canyon County Code, as the case may be. In the event of any conflict between terms in the state statute and terms in the County Code, the terms in the state statute shall prevail. Any term contained in this Agreement not so defined shall be given general common understanding.

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

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

9.5 Construction. This Agreement has been reviewed by the Owner(s) and the Owner(s) has had the opportunity to have its legal counsel review and revise the Agreement; therefore, the County and Owner(s) agree that no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

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

9.7 Waivers. No provision or condition of this Agreement shall be considered waived unless duly amended as provided for in Section 9.1. The failure of the County to require strict performance of any term or condition of this Agreement or to exercise any option herein conferred in anyone or all instances shall not be construed to be a waiver or relinquishment of any such term or condition, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the County.

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

Development Agreement # 10-104

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on this 13th day of October, 2010.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO

Commissioner David J. Ferdinand, II, Chairman

Commissioner Steven J. Rule

Opposed to decision to approve
Commissioner Kathryn Alder

ATTEST: WILLIAM H. HURST

By: Claudia Arnaud
Deputy

Date: 10-13-10

Development Agreement # 10-104

Owner(s) to R37887-0240, R37887-022, & R37900-010:
J.A.P.S. of Idaho, LLC

Manager of J.A.P.S. of Idaho, LLC
Jay S. Gibbons & Marilyn H. Gibbons

By: _____ For J.A.P.S. of Idaho, LLC
Jay S. Gibbons for J.A.P.S. of Idaho, LLC

STATE OF IDAHO)
) ss.
COUNTY OF Canyon County)

On this 8th day of OCTOBER, 2010, before me, a Notary Public, personally appeared Jay S. Gibbons, known or identified to me as the owner and stated he has the authority to execute this instrument on behalf of J.A.P.S. of Idaho, LLC and did execute the instrument as the Owner of the Parcel.

ALAN D. MILLS
Notary Public
State of Idaho

_____
Notary Public for Idaho
Commission Expires AUG. 30, 2011

Owner(s) to R37887-024A:
Michael Conklin
Jill Conklin

By: _____
Michael Conklin

STATE OF IDAHO)
) ss.
COUNTY OF Canyon County)

On this 9th day of OCTOBER, 2010, before me, a Notary Public, personally appeared Michael Conklin, known or identified to me as the owner and stated he has the authority to execute this instrument on behalf of Michael & Jill Conklin and did execute the instrument as the Owner of the Parcel.

ALAN D. MILLS
Notary Public
State of Idaho

_____
Notary Public for Idaho
Commission Expires AUG. 30, 2010

Development Agreement # 10-104

Owner(s) to R37887:
Glen C. Olsen
Evelyn J. Olsen

By: Glen Olsen

STATE OF IDAHO)
) ss.
COUNTY OF Canyon County)

On this 9th day of OCTOBER, 2010, before me, a Notary Public, personally appeared Glen Olsen, known or identified to me as the owner and stated he has the authority to execute this instrument on behalf of Glen & Evelyn Olsen and did execute the instrument as the Owner of the Parcel.

ALAN D. MILLS
Notary Public
State of Idaho

Notary Public for Idaho
Commission Expires AUG. 30, 2011

EXHIBIT "A"

Legal Descriptions for Parcels to be Conditionally Rezoned to "CR R-R" (Rural-Residential) Zone

Parcel Number: R37887-022

This parcel consists of the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter and the West Half of the Northeast Quarter of the Southeast Quarter of Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southwest corner of said West Half of the Northeast Quarter of the Southeast Quarter of said Section 18, a found G.L.O brass cap monument; thence

North 0°13'09" East along the West boundary of said West Half of the NE ¼ of the SE ¼ a distance of 1,318.67 feet to the Northwest corner of said West Half of the NE ¼ of the SE ¼, a found G.L.O brass cap monument; thence

North 89°59'20" West along the South boundary of said SW ¼ of the NE ¼ and said SE ¼ of the NW ¼ a distance of 2,646.06 feet to the SW corner of said SE ¼ of the NW ¼, a found G.L.O brass cap monument; thence

North 0°04'52" East along the West boundary of said SE ¼ of the NW ¼ a distance of 1,316.05 feet to the NW corner of said SE ¼ of the NW ¼, a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

South 89°57'21" East along the North boundary of said SE ¼ of the NW ¼ a distance of 1,321.84 feet to the NW corner of said SW ¼ of the NE ¼, a found G.L.O brass cap monument; thence

North 89°55'05" East along the North boundary of said SW ¼ of the NE ¼ a distance of 1,325.82 feet to the NE corner of said SW ¼ of the NE ¼, a found 5.8 inch diameter rebar; thence

South 0°09'00" West along the East boundary of said SW ¼ of the NE ¼ a distance of 1,317.44 feet to the SE corner of said SW ¼ of the NE ¼, a found G.L.O brass cap monument; thence

North 89°58'58" East along the North boundary of said West half of the NE ¼ of the SE ¼ a distance of 662.31 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

South 0°13'38" West along the East boundary of said West Half of the NE ¼ of the SE ¼ a distance of 1,321.02 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

North 89°48'51" West along the South boundary of said West ¼ of the NE ¼ of the SE ¼ a distance of 662.17 feet to the POINT OF BEGINNING.

Parcel Number: R37887

All of Parcel 1 and a 40 feet wide strip of land south of said Parcel 1 shown on Record of Survey Instrument NO. 200656696, Records of Canyon County, Idaho, more generally situated in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

BEGINNING at the Southeast corner of the SE ¼ of the SW ¼ (South ¼ Corner) of said Section 18, from which the E 1/16 corner of said Section 18 bears S.89°50'36"E., 1322.98 feet; thence, along the southerly line of said SW ¼ of Section 18,

1) N.89°50'58"W., 478.54 feet; thence,
2) N.02°45'35"W., 889.89 feet; thence,
3) S.88°35'40"E., 693.21 feet; thence,
4) S.00°15'03"E., 611.52 feet; thence,
5) S.43°22'13"E., 207.46 feet; thence,
6) S.02°23'07"E., 145.80 feet to the southerly line of said SE ¼ of Section 18; thence along said line,
7) N.89°50'36"W., 322.83 feet to the POINT OF BEGINNING.

Parcel Numbers: R37887-024, R37887-024A, & R37900-010

This parcel consists of the Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, Government Lot 3 and a portion of Government Lot 4, the Southeast Quarter of the Southeast Quarter, the Northeast Quarter of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter of Section 18 and also a portion of the North Half of the Northeast Quarter of the Northwest Quarter of Section 19 all in Township 5 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 18, a found pk nail and washer (said point being the South Quarter corner of said Section 18 and the North Quarter of said Section 19); thence

South 00° 08' 31" West along the East boundary of the North Half of the Northeast Quarter of the Northwest Quarter of said Section 19 a distance of 661.49 feet to the Southeast corner of said North Half of the Northeast Quarter of the Northwest Quarter, a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

North 89° 50' 36" West along the South boundary of said North Half of the Northeast Quarter of the Northwest Quarter a distance of 1,073.56 feet to a point in the centerline of an existing irrigation canal witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627 bearing

North 89° 50' 36" West a distance of 22.34 feet; thence traversing said centerline as follows;

North 07° 33' 19" East a distance of 35.30 feet; Northwesterly 165.32 feet along the arc of a curve to the left having a central angle of 13° 31' 55", a radius of 700.00 feet and a long chord which bears

North 09° 28' 56" West a distance of 164.94 feet;

North 24° 54' 23" West a distance of 38.10 feet;

North 28° 49' 08" West a distance of 176.13 feet; Northwesterly 169.89 feet along the arc of a curve to the left having a central angle of 24° 20' 03", a radius of 400.00 feet and a long chord which bears

North 47° 37' 19" West a distance of 168.61 feet to a point on the West boundary of said North Half of the Northeast Quarter of the Northwest Quarter witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627 bearing

South 00° 15' 51" West a distance of 28.17 feet; thence leaving said centerline bearing

North 00° 15' 51" East along said West boundary a distance of 161.83 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter, a found 5/8 inch diameter rebar (also being the Southeast corner of said Government Lot 4); thence

South 89° 52' 45" West along the South boundary of Government Lot 4 a distance of 606.39 feet to a point on the East boundary of the parcel shown on the Record of Survey filed as Instrument No. 200509686, a found 5/8 inch diameter rebar; thence traversing said boundary as follows;

North 16° 34' 51" West a distance of 289.27 feet to a found 5/8 inch diameter rebar;

Parcel Numbers: R37887-024, R37887-024A, & R37900-010 continued...

South 89° 52' 43" West a distance of 490.13 feet to the Northeast corner of the parcel shown as Parcel 4 in the Record of Survey filed as Instrument No. 9741785, a found ½ inch diameter rebar; thence

North 58° 12' 36" West along the boundary of said parcel a distance of 336.45 feet to a point on the West boundary of said Government Lot 4, a found ½ inch diameter rebar; thence

North 00° 02' 43" East along the West boundary of Government Lot 4 a distance of 526.00 feet to a found G.L.O. brass cap marking the South 1/16 East corner of Section 13, Township 5 North, Range 4 West; thence

North 00° 01 21" West along said West boundary a distance of 343.51 feet to the Northwest corner of said Government Lot 4; thence continuing

North 00° 01' 21" West along the West boundary of Government Lot 3 a distance of 978.35 feet to a found G.L.O. brass cap marking the East Quarter corner of said Section 13; thence

North 00° 08' 04" West a distance of 336.76 feet to the Northwest corner of said Government Lot 3; thence

South 89° 58' 49" East along the North boundary of said Government Lot 3 a distance of 1,474.32 feet to the Northeast corner of said Government Lot 3, a found G.L.O. brass cap marking the CW 1/16 corner of Section 18; thence

South 89° 59' 20" East along the North boundary of the Northeast Quarter of the Southwest Quarter and Northwest Quarter of the Southeast Quarter a distance of 2,646.07 feet to the Northwest corner of said Northeast Quarter of the Southeast Quarter a found G.L.O. brass cap monument; thence

South 0° 13' 09" West along the West boundary of said Northeast Quarter of the Southeast Quarter a distance of 1,318.67 feet to the Southwest corner of said Northeast Quarter of the Southeast Quarter, a found G.L.O. monument; thence

South 89° 48' 51" East along the South boundary of said Northeast Quarter of the Southeast Quarter a distance of 662.17 feet to the Southeast corner of the West Half of said Northeast Quarter of the Southeast Quarter; thence

North 0° 13' 37" East along the East boundary of said West Half of the Northeast Quarter of the Southeast Quarter a distance of 177.68 feet to a point on the boundary of the parcel shown as Parcel 2 on the Record of Survey filed as Instrument No. 200034665; thence traversing said boundary

South 14° 15' 27" East a distance of 257.33 feet to a found 5/8 inch diameter rebar;

South 08 32' 41" West a distance of 443.47 feet to a found 5/8 inch diameter rebar;

South 36° 39' 42" West a distance of 67.34 feet to a found 5/8 inch diameter rebar;

South 00° 14' 01" West a distance of 109.38 feet to a point on the Northwest boundary of Record of Survey Instrument No. 9918679, a found 5/8 inch diameter rebar; thence traversing said boundary as follows;

South 63° 53' 18" West a distance of 119.59 feet to a found ½ inch diameter rebar;

South 31° 35' 31" West a distance of 102.58 feet to a found 5/8 inch diameter rebar;

South 24° 35' 21" West a distance of 174.86 feet to a found 5/8 inch diameter rebar;

South 04° 44' 02" West a distance of 351.50 feet to a point on the South boundary of the Southeast Quarter of the Southeast Quarter, a found 5/8 inch diameter rebar; thence

"Exhibit B"

Conditions of Approval

Recommended Conditions of Approval for Parcels North of Goodson Rd.
(R37887-022, R37887, R37887-024, and R37887-024A, approximately 357 acres)

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property including but not limited to:
    a. Notus Parma Highway District #2
    b. Department of Environmental Quality (DEQ)
    c. Southwest District Health
    d. Middleton Rural Fire District
    e. Black Canyon Irrigation District
2. The development shall comply with the following conditions related to irrigation water delivery:
    a. An irrigation water delivery system shall be installed to each lot that has allocated Black Canyon water via underground piping to provide an adequate water supply.
    b. Any Black Canyon Irrigation District ditch, lateral, or drain in the development shall be piped in accordance with Black Canyon Irrigation District's requirements at time of submittal of the Irrigation Plan.
    c. Run off from the development shall be either contained on site or a sediment pond constructed, or something like a sand, oil, or sediment trap, shall be installed before waste water will be allowed to discharge into the Black Canyon Irrigation District system.
    d. Discharge pipes, if installed to address waste water, shall meet Black Canyon Irrigation Districts specifications.
    e. There shall be no new construction, fences, gates, materials, structures, etc. placed within Black Canyon Irrigation District's right of way without their written approval.
    f. Notice shall be posted throughout the development that the Black Canyon Irrigation District's right of way is not to be used for any public access or use.
    g. The pressurized irrigation system shall be built to the standards of the irrigation district and shall either be offered to the irrigation district for operation and maintenance, or the developer shall record a Water Users' Maintenance Agreement. Said agreement shall be recorded with the Canyon County Recorder's Office and a copy shall be provided to the Development Services Department prior to the BOCC's signature on the final plat.
    h. Free and open access shall be maintained throughout the development for the Black Canyon Irrigation District to operate and maintain all of the districts ditches, laterals, or drains.
    i. The preliminary and final plats shall be submitted to Black Canyon Irrigation District for written approval in regards to adequate easements being shown on the plats. Preliminary approval of the easements on the Phasing plan shall be submitted to Development Services Department with the application for the preliminary plat. Final approval of the easements for each phase shall be submitted within each phase's application for final plat.
3. The development shall comply with the following conditions related to a public trail system throughout the development:
    a. The developer shall install riding/running trails and pathways through the development that are open and accessible to the public with a minimum distance of 3.3 miles of trails.

b. The trail width shall be 6-8' wide; the material to be used for bedding the trail should be course sand or road mix consistency which would be for the ease of walking and would be conducive for horse and rider use.

c. The riding and running trails shall be maintained by the Home Owners' Association. The maintenance plan for the trails shall be incorporated into the subdivisions covenants, conditions and restrictions (CC&R's).

d. All proposed walking and riding paths shall be located outside of any public right of way.

4. A weed and gopher plan for the entire development shall be submitted to Canyon County Weed and Gopher Control. An approved plan shall be submitted to Development Services within two months of approval of the conditional rezone. The development shall comply with the approved plan in perpetuity.

5. The development shall comply with the following conditions related to platting of the development:

   a. The "Right to Farm" statement shall be affixed to the plat relating to such development, as per Idaho Code 22-4501 through 22-4504 et. al.

   b. There shall be a maximum of 103 residential lots. The minimum average lot size of the development shall be 3.48 acres based on the gross acreage of the development.

   c. The preliminary plat shall be submitted for the development north of Goodson Rd, which includes approximately 357 acres, and shall include a master plan of the proposed phasing.

   d. As phases are developed within the subdivision, they shall be developed in accordance with current adopted zoning and subdivision ordinances at the time of submittal of any new application.

   e. Approval of operable fire suppression system or measures meeting the fire district standards shall be submitted to Development Services Department by the developer prior to the Board of County Commissioners signature of the final plat of the first phase. If the approval does not approve the entire development a new approval shall be submitted with each phase.

6. The development shall comply with the following conditions related to access and roads for the development:

   a. Crossing agreements from the Bureau of Reclamation shall be submitted to Development Services Department prior to construction of the road.

   b. All internal roads shall be paved and built to Highway District standards, and be dedicated to the public.

   c. The developer shall secure agreements with the Notus Parma Highway District, Black Canyon Irrigation District, and affected property owners for the realignment of both the existing canal and improvements of the "S" curve on a portion of Goodson Road west of the development. If the developer is unsuccessful in procuring the needed agreements from land owners and public agencies, then the developer shall work with Notus Parma Highway District and contribute its reasonable and proportional share of the costs related to the impact of this development. Proof that this condition has been met shall be submitted to the Development Services Department with each phase's application for final plat.

RECOMMENDED CONDITIONS OF APPROVAL FOR PARCELS SOUTH OF GOODSON RD. (R37900-010, 15.64 ACRES)

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property including but not limited to:
   a. Notus Parma Highway District #2
   b. Department of Environmental Quality (DEQ)
   c. Southwest District Health
   d. Middleton Rural Fire District
   e. Black Canyon Irrigation District
2. The development shall comply with the following conditions related to irrigation water delivery:
   a. A pressurized irrigation system shall be utilized for the four (4) residential parcels. The pressurized irrigation system shall be built to the standards of the irrigation district and shall either be offered to the irrigation district for operation and maintenance, or the developer shall record a Water Users' Maintenance Agreement. Said agreement shall be recorded with the Canyon County Recorder's Office and a copy shall be provided to the Development Services Department prior to the BOCC's signature on the final plat.
   b. The preliminary and final plats shall be submitted to Black Canyon Irrigation District for written approval in regards to adequate easements being shown on the plats. Preliminary approval of the easements on the Phasing plan shall be submitted to Development Services Department with the application for the preliminary plat. Final approval of the easements for each phase shall be submitted within each phase's application for final plat.
3. A weed and gopher plan for the entire development shall be submitted to Canyon County Weed and Gopher Control. An approved plan shall be submitted to Development Services within two months of approval of the conditional rezone. The development shall comply with the approved plan in perpetuity.
4. The development shall comply with the following conditions related to platting of the development:
   a. The "Right to Farm" statement shall be affixed to the plat relating to such development, as per Idaho Code 22-4501 through 22-4504 et. al.
   b. A maximum of four (4) residential parcels may be developed on the approximately 15.64 acres.
   c. Approval of operable fire suppression system or measures meeting the fire district standards shall be submitted to Development Services Department by the developer prior to the Board of County Commissioners signature of the final plat.
   d. The subdivision shall be platted in accordance with current adopted zoning and subdivision ordinances at the time of submittal of any new application.
5. The development shall comply with the following conditions related to access and roads for the development:
   a. The four (4) residential lots shall be accessed by a public right of way built to highway district standards and dedicated or a single private road in accordance with the Canyon County Zoning Ordinance standards for a private road.
   b. The developer shall work with Notus Parma Highway District and contribute its reasonable and proportional share of the costs related to the impact of this development. Proof that this condition has been met shall be submitted to the Development Services Department with each phase's application for Final Plat.

Findings of Fact, Conclusions of Law and Order
CR-PH2012-1002 – J.A.P.S. of Idaho, LLC – Development Agreement #10-104 Modification

Findings of Fact

1. The applicant is requesting to modify the development agreement that was part of a conditional rezone request, CPR2009-1.

2. The affected subject properties are located north of Goodson Road and include parcels R37887, R37887-022, R37887-024, R37887-024A, R37887-024B.

3. The developers are requesting to modify three conditions of Development Agreement #10-104 Exhibit B including 3a, 5b, and 5c. (Exhibit 17)

4. The property is located within the Middleton Fire District, Notus-Parma Highway District, Middleton School District, and Black Canyon Irrigation District.

5. The subject property is not located within an area of city impact.

6. The 2020 Canyon County Comprehensive Plan Future Land Use Map designates the subject properties as residential.

Conclusions of Law
For case file CR-PH2012-1002 the Board of County Commissioners finds and concludes the following regarding the modification of a development agreement CCZO 12-008 § (07-06-07 (7) F:

A. **Was the hearing and notice provisions of Idaho Code 67-6509 adhered to?**

Conclusion: The hearing was noticed under the provisions of Idaho Code 67-6509 and CCZO §07-05-01.

Finding: The hearing was noticed under the provisions of Idaho Code 67-6509 and CCZO §07-05-01.

B. **Has a revised development agreement and a statement demonstrating the necessity for the requested modification been received?**

Conclusion: A revised development agreement titled "First Amended Development Agreement" and a statement has been received.

Finding: A revised development agreement has been proposed and a statement requesting the modification has been received.

Order

Based upon the Findings of Fact, Conclusions of Law contained herein the Board of County Commissioners **approve** Case # CR-PH2012-1002, modification of development agreement #10-104 Exhibit B, properties north of Goodson Road, conditions 3a., 5b., and 5c., as proposed or amended.

APPROVED this 21st day of November, 2012.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY

David J. Ferdinand, II, Chairman

Commissioner Steven J. Rule

OPPOSED
Commissioner Kathryn Alder

ATTEST: CHRIS YAMAMOTO, CLERK

BY:

Exhibit B3.7



2012-052597
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CHRIS YAMAMOTO
CANYON COUNTY RECORDER
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AGR
CANYON COUNTY COMMISSIONERS

Canyon County Recorder's Office

Cover Page

Exhibit B3.7

FIRST AMENDED DEVELOPMENT AGREEMENT

THIS AGREEMENT by and between Canyon County, a political subdivision of the State of Idaho ("County"), Glen C. Olsen ("Olsen") and J.A.P.S. of Idaho, LLC, an Idaho Limited Liability Company ("JAPS") (collectively referred to as "Parties") is entered into and effective this 21 day of November, 2012 and amends the development agreement entered into by the Parties October 13, 2010 ("Development Agreement") as set forth herein.

RECITALS

WHEREAS, Canyon County, J.A.P.S. of Idaho, LLC, and Glen C. Olsen entered into a Development Agreement effective October 13, 2010; and

WHEREAS, the Canyon County Comprehensive Plan Map has been updated and modified since the original Development Agreement was executed by the Parties and said map currently designates the subject property and the surrounding area as Rural Residential; and

WHEREAS, Olsen and JAPS as the owners of the property subject to the Development agreement desire to continue farming portions of the subject property and allow Rural Residential use of the remainder of the property in accordance with Canyon County Code; and

WHEREAS, following notice and public hearing in accordance with Canyon County Code Olsen the Canyon County Commissioners found that this First Amendment to the Development Agreement is in the best interest of the public and the Parties desire to amend the Development Agreement.

NOW THEREFORE the Development Agreement between the Parties dated effective October 13, 2010 is hereby amended as follows:

1. Condition 3 a. of the Conditions of Approval for Parcels North of Goodson Road attached as Exhibit B to the Development Agreement shall be amended so the previous language in Condition 3.a. shall be deleted in its entirety and is replaced with the following language so the new condition reads as follows: "The developer shall install riding/running trails and pathways through the development that are open and accessible to public along at least one side of the public streets that run through the project, excluding the bulb of cul-de-sacs."

2. Condition 5 b. of the Conditions of Approval for Parcels North of Goodson Road attached as Exhibit B to the Development Agreement shall be amended so the previous language in Condition 5.b. shall be deleted in its entirety and is replaced with the following language so the new condition reads as follows: "The portion of the property owned by Olsen consisting of approximately 133 acres, more particularly described in Exhibit A attached to this First Amendment shall only be granted up to two additional residential parcels or lots for a total of three residential parcels or lots including the existing home. Subject to the terms of this Development Agreement, the remainder of the property may be developed in accordance with applicable Canyon County Code provisions for Rural Residential zoned land."

3. Condition 5 c. of the Conditions of Approval for Parcels North of Goodson Road attached as Exhibit B to the Development Agreement shall be amended so the previous language in Condition 5 c. shall be deleted in its entirety and is replaced with the following language so the new condition reads as

#12-147

follows: "The subject property will be developed in phases. Platting of the various phases of the subject property or any portion(s) thereof shall be in accordance with Article 17, as amended, of the Canyon County Code."

IN WITNESS WHEREOF, the undersigned as Parties to the Development Agreement and this First Amendment to the Development Agreement have affixed their signatures as of the day and year first hereinabove written.

J.A.P.S. OF IDAHO LLC:

Mike Conklin,
J.A.P.S., LLC

Mike Conklin

Glen C. Olsen

Canyon County Commissioner

Canyon County Commissioner

Commissioner Kathy Alder was opposed
Canyon County Commissioner

Attest: Chris Yamamoto, Clerk
M Reeves, Deputy 11-21-12

STATE OF IDAHO)
):ss
County of Canyon)

On this 21 day of Nov, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared **Mike Conklin**, known or identified to me to be the person who executed the foregoing instrument on behalf of **J.A.P.S. of Idaho LLC**, and acknowledged to me that he executed the same.

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

Claudia Amaral
NOTARY PUBLIC FOR IDAHO
Residing at: Caldwell, Id
My commission expires: 3-15-14

CLAUDIA AMARAL NOTARY PUBLIC STATE OF IDAHO

STATE OF IDAHO)
):ss
County of Canyon)

On this 21 day of Nov, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared **Mike Conklin** known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Claudia Amaral
NOTARY PUBLIC FOR IDAHO
Residing at: Caldwell, Id
My commission expires: 3-15-14

CLAUDIA AMARAL NOTARY PUBLIC STATE OF IDAHO

Exhibit B3.7

STATE OF IDAHO)
):ss
County of Canyon)

On this 21 day of Nov, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared **Glen C. Olsen** known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Claudia Amaral

NOTARY PUBLIC FOR IDAHO
Residing at: Caldwell, Id
My commission expires: 3-15-14

CLAUDIA AMARAL NOTARY PUBLIC STATE OF IDAHO

Exhibit B3.7

Exhibit 3

Legal Descriptions for Affected Properties:

"First Amended Development Agreement"

Parcel Number: R37887-022

This parcel consists of the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter and the West Half of the Northeast Quarter of the Southeast Quarter of Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southwest corner of said West Half of the Northeast Quarter of the Southeast Quarter of said Section 18, a found G.L.O brass cap monument; thence

North 0°13'09" East along the West boundary of said West Half of the NE ¼ of the SE ¼ a distance of 1,318.67 feet to the Northwest corner of said West Half of the NE ¼ of the SE ¼, a found G.L.O brass cap monument; thence

North 89°59'20" West along the South boundary of said SW ¼ of the NE ¼ and said SE ¼ of the NW ¼ a distance of 2,646.06 feet to the SW corner of said SE ¼ of the NW ¼, a found G.L.O brass cap monument; thence

North 0°04'52" East along the West boundary of said SE ¼ of the NW ¼ a distance of 1,316.05 feet to the NW corner of said SE ¼ of the NW ¼, a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

South 89°57'21" East along the North boundary of said SE ¼ of the NW ¼ a distance of 1,321.84 feet to the NW corner of said SW ¼ of the NE ¼, a found G.L.O brass cap monument; thence

North 89°55'05" East along the North boundary of said SW ¼ of the NE ¼ a distance of 1,325.82 feet to the NE corner of said SW ¼ of the NE ¼, a found 5.8 inch diameter rebar; thence

South 0°09'00" West along the East boundary of said SW ¼ of the NE ¼ a distance of 1,317.44 feet to the SE corner of said SW ¼ of the NE ¼, a found G.L.O brass cap monument; thence

North 89°58'58" East along the North boundary of said West half of the NE ¼ of the SE ¼ a distance of 662.31 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

South 0°13'38" West along the East boundary of said West Half of the NE ¼ of the SE ¼ a distance of 1,321.02 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

North 89°48'51" West along the South boundary of said West ¼ of the NE ¼ of the SE ¼ a distance of 662.17 feet to the POINT OF BEGINNING.

Parcel Number: R37887

All of Parcel 1 and a 40 feet wide strip of land south of said Parcel 1 shown on Record of Survey Instrument NO. 200656696, Records of Canyon County, Idaho, more generally situated in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

BEGINNING at the Southeast corner of the SE ¼ of the SW ¼ (South ¼ Corner) of said Section 18, from which the E 1/16 corner of said Section 18 bears S.89°50'36"E., 1322.98 feet; thence, along the southerly line of said SW ¼ of Section 18,

1) N.89°50'58"W., 478.54 feet; thence,
2) N.02°45'35"W., 889.89 feet; thence,
3) S.88°35'40"E., 693.21 feet; thence,
4) S.00°15'03"E., 611.52 feet; thence,
5) S.43°22'13"E., 207.46 feet; thence,
6) S.02°23'07"E., 145.80 feet to the southerly line of said SE ¼ of Section 18; thence along said line,
7) N.89°50'36"W., 322.83 feet to the POINT OF BEGINNING.

Parcel Number: R37887-024B

A portion of the Northeast Quarter of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter and Government Lot 4, all in Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and being a portion of Parcel 4, as shown on Record of Survey No. 200656701, Records of Canyon County, Idaho, described as follows:

COMMENCING at the South One-Quarter corner of said Section 18; thence, along the South line of said Section 18,

A) South 89° 08' 15" East, 322.84 feet; thence, along a portion of the boundary of said Parcel 4, as shown on Record of Survey Instrument No. 200656701,
B) North 1° 41' 48" West, 50.05 feet to the POINT OF BEGINNING; thence, continuing along said boundary,

1) North 1° 41' 48" West, 95.80 feet; thence,
2) North 42° 40' 54" West, 207.46 feet; thence,
3) North 0° 26' 16" East, 611.52 feet; thence, leaving said boundary line,
4) North 0° 26' 16" East, 80.02 feet; thence,
5) South 89° 15' 09" West, 706.71 feet; thence,
6) South 2° 04' 07" East, 200.05 feet; thence,
7) North 89° 59' 51" West, 319.98 feet; thence,
8) North 34° 22' 23" West, 89.37 feet; thence,
9) South 42° 24' 50" West, 13.27 feet to the most Northerly boundary of that certain parcel of land described in Deed Instrument No. 2009040422, Records of Canyon County, Idaho; thence, along the Westerly boundary line of said parcel, the following courses:
10) South 42° 23' 35" West, 2.17 feet to the beginning of a tangent curve; thence,
11) Southwesterly along said curve to the left, having a radius of 255.00 feet, an arc length of 31.87 feet, through a central angle of 7° 09' 42", and a long chord which bears South 38° 48' 44" West, 31.85 feet; thence, tangent from said curve,
12) South 35° 13' 53" West, 592.57 feet to the beginning of a tangent curve; thence,
13) Southwesterly along said curve to the left, having a radius of 255.00 feet, an arc length of 153.26 feet, through a central angle of 34° 26' 09", and a long chord which bears South 18° 00' 48" West, 150.96 feet; thence, tangent from said curve,
14) South 0° 47' 44" West, 96.82 feet to the beginning of a tangent curve; thence,
15) Southeasterly along said curve to the left, having a radius of 20.00 feet, an arc length of 31.40 feet, through a central angle of 89° 57' 49", and a long chord which bears South 44° 11' 11" East, 28.28 feet to a line that is parallel with and 50.00 feet Northerly from the Southerly line of the Southeast Quarter of the Southwest Quarter of said Section 18; thence, along said parallel line,
16) North 89° 10' 05" West, 34.28 feet; thence, along a line that is parallel with and 50.00 feet Northerly from the Southerly line of Government Lot 4,
17) North 89° 25' 41" West, 282.13 feet, more or less, to the center of an irrigation ditch; thence, along the approximate centerline of said ditch, the following courses:
18) North 46° 02' 27" West, 304.59 feet; thence,
19) North 2° 07' 19" East, 253.33 feet; thence,
20) North 22° 34' 03" West, 363.29 feet; thence,
21) North 9° 58' 12" West, 257.72 feet to the beginning of a non-tangent curve; thence,
22) Northeasterly along said curve to the right, having a radius of 47.27 feet, an arc length of 90.51 feet, through a central angle of 109° 42' 16", and a long chord which bears, North 69° 49' 07" East, 77.31 feet to the beginning of a non-tangent reverse curve; thence,
23) Southeasterly along said curve to the left, having a radius of 244.35 feet, an arc length of 176.43 feet, through a central angle of 41° 22' 13", and a long chord which bears South 68° 13' 39" East, 172.62 feet; thence, non-tangent from said curve,
24) South 88° 52' 34" East, 149.63 feet; thence,
25) South 58° 33' 10" East, 286.32 feet to the beginning of a non-tangent curve; thence,
26) Northeasterly along said curve to the left, having a radius of 108.60 feet, an arc length of 156.46 feet, through a central angle of 82° 32' 43", and a long chord which bears North 50° 39' 22" East, 143.27 feet; thence, non-tangent from said curve,
27) North 10° 49' 50" East 209.81 feet; thence,
28) North 23° 20' 13" West, 164.10 feet to the beginning of a non-tangent curve; thence,
29) Northeasterly along said curve to the right, having a radius of 61.61 feet, an arc length of 150.68 feet, through a central angle of 140° 07' 27", and a long chord which bears North 46° 01' 17" East, 115.83 feet to the beginning of a non-tangent reverse curve; thence,
30) Southeasterly along said curve to the left, having a radius of 228.27 feet, an arc length of 185.78 feet, through a central angle of 46° 37' 54", and a long chord which bears South 81° 55' 56" East, 180.70 feet; thence, non-tangent from said curve,
31) North 71° 19' 38" East, 129.34 feet; thence,
32) North 7° 07' 35" East, 196.81 feet; thence,
33) North 50° 12' 50" East, 157.88 feet; thence,
34) North 18° 37' 05" West, 257.76 feet; thence,
35) North 1° 53' 27" West, 155.94 feet to the beginning of a non-tangent curve; thence,
36) Southeasterly along said curve to the right, having a radius of 119.27 feet, an arc length of 137.13 feet, through a central angle of 65° 52' 28", and a long chord which bears South 83° 46' 34" East, 129.70 feet; thence, non-tangent from said curve,
37) South 40° 32' 23" East, 124.20 feet; thence,
38) North 80° 22' 45" East, 60.60 feet; thence,
39) North 51° 48' 28" East, 139.11 feet; thence,
40) North 83° 40' 31" East, 96.10 feet; thence,
41) North 58° 57' 38" East, 83.94 feet; thence,

Parcel Number: R37887-024B continue:.

42) North 1° 12' 54" West, 265.18 feet, more or less, to the Westerly prolongation of the top of the North bank of an irrigation ditch; thence, along said Westerly prolongation and the top of the North bank of said ditch and the Easterly prolongation thereof,
43) North 88° 43' 57" East, 553.09 feet, more or less, to the centerline of an irrigation ditch; thence, leaving said centerline,
44) South 57° 10' 22" East, 318.82 feet; thence,
45) South 60° 00' 00" East, 643.03 feet; thence,
46) South 30° 00' 00" East, 643.03 feet; thence,
47) South 0° 00' 00" East, 818.54 feet; thence,
48) South 45° 00' 00" West, 731.95 feet; thence,
49) South 0° 00' 00" East, 71.54 feet to a line parallel with and 50.00 feet Northerly from the Southerly line of the Southwest Quarter of the Southeast Quarter of said Section 18; thence along said parallel line,
50) North 89° 08' 15" West, 558.44 feet to the POINT OF BEGINNING.

Parcel Number: R37887-024

A portion of the NW1/4 of the SE1/4, the NE1/4 of the SW1/4, the SE1/4 of the SW1/4, Government Lot 3 and Government Lot 4, all in Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and being a portion of Parcel 4, as shown on Record of Survey No. 200656701, Records of Canyon County, Idaho, described as follows:

BEGINNING at the west one-quarter corner of said Section 18; thence, along the north line of said Government Lot 3,

1) S.89°17'33"E., 1473.57 feet to the northeast corner of said Government Lot 3; thence, along the north line of said NE1/4 of the SW1/4 and the NW1/4 of the SE1/4,
2) S.89°18'00"E., 2646.16 feet to the northeast corner of said NW1/4 of the SE1/4; thence, along the east line thereof,
3) S.00°54'19"W., 1090.65 feet to the exterior boundary of Warranty Deed Instrument No. 2012018177; thence, along said boundary the following courses:
4) N.30°00'00"W., 541.31 feet; thence,
5) N.60°00'00"W., 643.03 feet; thence,
6) N.57°10'22"W., 318.82 feet more or less, to the prolongation and the centerline of an underground irrigation siphon; thence along the prolongation and centerline of said siphon,
7) S.88°43'57"W., 553.09 feet to the centerline of an irrigation ditch; thence, continuing along said boundary, along said centerline the following courses:
8) S.01°12'54"E., 265.18 feet; thence,
9) S.58°57'38"W., 83.94 feet; thence,
10) S.83°40'31"W., 96.10 feet; thence,
11) S.51°48'28"W., 139.11 feet; thence,
12) S.80°22'45"W., 60.60 feet; thence,
13) N.40°32'23"W., 124.20 feet to the beginning of a non-tangent curve; thence,
14) Westerly along said curve to the left, having a radius of 119.27 feet, an arc length of 137.13 feet, through a central angle of 65°52'28", and a long chord which bears N.83°46'34"W., 129.70 feet; thence, non-tangent from said curve,
15) S.01°53'27"E., 155.94 feet; thence,
16) S.18°37'05"E., 257.76 feet; thence,
17) S.50°12'50"W., 157.88 feet; thence,
18) S.07°07'35"W., 196.81 feet; thence,

Parcel Number: R37887-024 continued:

19) S.71°19'38"W., 129.34 feet to the beginning of a non-tangent curve; thence,
20) Westerly along said curve to the right, having a radius of 228.27 feet, an arc length of 185.78 feet, through a central angle of 46°37'54", and a long chord which bears N.81°55'56"W., 180.70 feet to a non-tangent point of reverse curvature; thence,
21) Southwesterly along said curve to the left, having a radius of 61.61 feet, an arc length of 150.68 feet, through a central angle of 140°07'27", and a long chord which bears S.46°01'17"W., 115.83 feet; thence, non-tangent from said curve,
22) S.23°20'13"E., 164.10 feet; thence,
23) S.10°49'50"W., 209.81 feet to the beginning of a non-tangent curve; thence,
24) Southwesterly along said curve to the right, having a radius of 108.60 feet, an arc length of 156.46 feet, through a central angle of 82°32'43", and a long chord which bears S.50°39'22"W., 143.27 feet; thence, non-tangent from said curve,
25) N.58°33'10"W., 286.32 feet; thence,
26) N.88°52'34"W., 149.63 feet to the beginning of a non-tangent curve; thence,
27) Northwesterly along said curve to the right, having a radius of 244.35 feet, an arc length of 176.43 feet, through a central angle of 41°22'12", and a long chord which bears N.68°13'39"W., 172.62 feet to a non-tangent point of reverse curvature; thence,
28) Southwesterly along said curve to the left, having a radius of 47.27 feet, an arc length of 90.51 feet, through a central angle of 109°42'16", and a long chord which bears, S.69°49'07"W., 77.31 feet; thence,
29) S.09°58'12"E., 257.72 feet; thence,
30) S.22°34'03"E., 363.29 feet; thence,
31) S.02°07'19"W., 253.33 feet; thence,
32) S.46°02'27"E., 304.59 feet; thence, leaving said centerline and the exterior boundary of said Warranty Deed, along a line parallel with and 50.00 feet north of the south boundary of said Government Lot 4,
33) N.89°25'41"W., 339.32 feet to the east boundary of Parcel 2, as shown on Record of Survey Instrument No.200509686, Records of Canyon County, Idaho; thence, along said boundary,
34) N.15°53'39"W., 237.20 feet to the north boundary of said Parcel 2; thence, along said north boundary, and the north boundary of Parcel 3 as shown on said Record of Survey Instrument No.200509686, Records of Canyon County, Idaho,
35) N.89°26'06"W., 490.13 feet; thence,

Parcel Number: R37887-024 continued:

Page 3 of 3

36) N.57°31'23"W., 336.27 feet to the west boundary of said Government Lot 4; thence, along said boundary
37) N.00°43'14"E., 526.15 feet to the south 1/16 corner of Section 13, Township 5 North, Range 4 West, thence continuing along the west boundary of said Government Lot 4,
38) N.00°47'34"E., 343.41 feet to the northwest corner of said Government Lot 4 and the southwest corner of said Government Lot 3; thence, along the west boundary of said Government Lot 3
39) N.00°38'04"E., 1315.21 feet to the **POINT OF BEGINNING.**

CONTAINING 104.47 acres, more or less.

This survey was prepared from record documents, no field survey was performed. T-O Engineers, Inc. assumes no liability for accuracy of the record documents and present or future compliance with governing agencies pertaining to restrictions on building, access, or septic permitting.



Parcel Number: R37887-024A

A portion of the NE1/4 of the SE1/4, the SE1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and being a portion of Parcel 4, as shown on Record of Survey No. 200656701, Records of Canyon County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 18; thence, along the south boundary of said SE1/4 of the SE1/4,

A) N.89°09'48"W., 958.08 feet; thence,
B) N.00°50'12"E., 50.00 feet to the **POINT OF BEGINNING**; thence, along a line 50.00 feet north and parallel with said south boundary of the SE1/4 of the SE1/4,

1) N.89°09'48"W., 364.74 feet to the west boundary of said SE1/4 of the SE1/4; thence continuing along said parallel line, along the south boundary of said SW1/4 of the SE1/4,
2) N.89°09'14"W., 443.93 feet to the exterior boundary of Warranty Deed Instrument No. 2012018177, Records of Canyon County, Idaho; thence, along said exterior boundary the following courses:
3) N.00°00'00"E., 71.30 feet; thence,
4) N.45°00'00"E., 731.95 feet; thence,
5) N.00°00'00"E., 677.42 feet to the north boundary of said SE1/4 of the SE1/4; thence, leaving the exterior boundary of said Warranty Deed, along said north boundary,
6) S.89°07'14"E., 607.54 feet; thence,
7) N.00°54'49"E., 178.22 feet more or less to the west boundary of Overview Acres Subdivision, Recorded in Book 36 of Plats at Page 5, Instrument No. 200522864, Records of Canyon County, Idaho; thence, along the exterior boundary of said Subdivision the following courses:
8) S.13°34'15"E., 257.33 feet; thence,
9) S.09°13'53"W., 443.47 feet; thence,
10) S.37°20'54"W., 67.34 feet; thence,
11) S.00°55'13"W., 109.38 feet to the east boundary of an existing 60.00 foot wide Ingress, Egress and Utility Easement as shown on said Subdivision Plat, Recorded as Instrument No. 9935524, Records of Canyon County, Idaho; thence, leaving the exterior boundary of said Subdivision, along the east boundary of said Easement the following courses:

Parcel Number: R37887-024A continued:

12) S.64°34'30"W., 119.59 feet; thence,
13) S.32°16'43"W., 102.58 feet; thence,
14) S.25°16'33"W., 174.86 feet; thence,
15) S.05°25'14"W., 301.43 feet to the **POINT OF BEGINNING.**

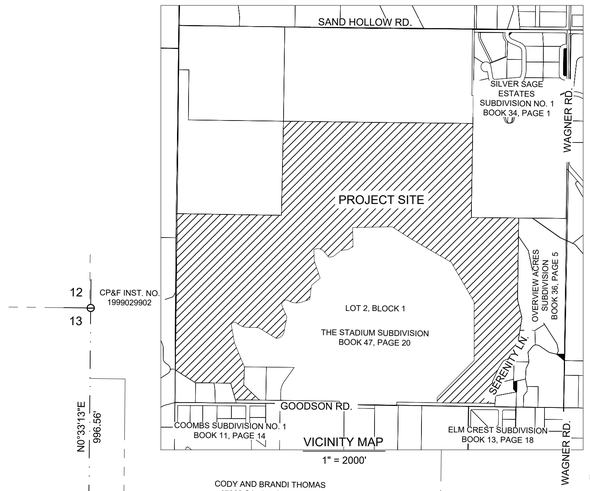
CONTAINING 18.53 acres, more or less.

This survey was prepared from record documents, no field survey was performed. T-O Engineers, Inc. assumes no liability for accuracy of the record documents and present or future compliance with governing agencies pertaining to restrictions on building, access, or septic permitting.



PRELIMINARY PLAT
FOR
STADIUM SUBDIVISION NO. 2

SITUATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, GOV'T LOT 3 AND 4 AND A PORTION OF THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 3 WEST, B.M., CANYON COUNTY, IDAHO
2021

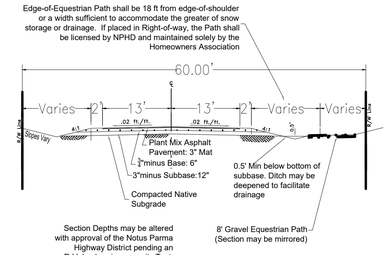


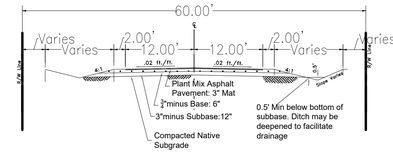
LEGEND

- SUBDIVISION BOUNDARY
- PHASE LINE
- ROAD RIGHT-OF-WAY
- LOT LINE
- STREET CENTERLINE
- SECTION LINE
- PROPOSED EASEMENT AS NOTED
- EXISTING EASEMENT AS NOTED
- ADJACENT PARCEL
- PRESSURE IRRIGATION LINE
- BLOCK NUMBER
- LOT NUMBER
- FOUND BRASS CAP
- FOUND 1/2" REBAR
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR
- CALCULATED POINT
- SLOPES 15% OR GREATER "NO-BUILD ZONE"

0 300' 600'
SCALE: 1" = 300'

Typical Roadway Sections





NOTES: (SEE SHEET PP 1.5 FOR CONTINUATION OF NOTES)

1. COMMON LOTS C-1, C-2, C-3 AND C-4 ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. SAID COMMON LOTS HAVE A BLANKET PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT.
2. PUBLIC UTILITY, IRRIGATION & DRAINAGE EASEMENTS (P.U.I.D.) WILL BE AS FOLLOWS:
   - 10 FEET WIDE ADJACENT TO THE SUBDIVISION BOUNDARY
   - 5 FEET WIDE ON EACH SIDE OF INTERIOR LOT LINES (DRAINAGE ONLY)
   - ALL OTHER EASEMENTS ARE AS SHOWN
3. STORM WATER RUNOFF CALCULATIONS TO BE BASED UPON THE RATIONAL METHOD AND IN ACCORDANCE WITH CANYON COUNTY STORM WATER ORDINANCE AND POLICY. STORM RUNOFF SHALL BE MAINTAINED ON SUBDIVISION PROPERTY. POST DEVELOPMENT STORM WATER RUN-OFF FROM EACH LOT IS TO BE MANAGED BY LANDSCAPING MEASURES, SWALES, DITCHES AND SIMILAR RETENTION METHODS, WHOLLY ON THE LOT GENERATING THE RUN-OFF. THE DESIGN, CONSTRUCTION AND MAINTENANCE OF THESE FACILITIES IS TO BE TO RESPONSIBILITY OF EACH LOT OWNER.
4. CURRENT ZONING IS CR-RR (CONDITIONAL REZONE-RURAL RESIDENTIAL).
5. LOTS TO BE SERVED WITH A PRESSURE IRRIGATION SYSTEM ARE SHOWN ON SHEET PP 1.4 (PROPOSED IRRIGATION PLAN). PRESSURE IRRIGATION SYSTEM TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
6. SITE FIELD SURVEY WAS CONDUCTED OCTOBER OF 2017 BY SKINNER LAND SURVEY.
7. TOPOGRAPHIC SURVEY PERFORMED WITH ASSUMED HORIZONTAL COORDINATES & NAVD88 VERTICAL COORDINATES.
8. ALL FENCES OR ANY OTHER STRUCTURES THAT FALL WITHIN PUBLIC RIGHT OF WAY TO BE DEDICATED SHALL BE RELOCATED OR REMOVED.
9. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES OUTSIDE OF THE PUBLIC RIGHT OF WAY INCLUDING ALL ROUTINE AND HEAVY MAINTENANCE.
10. HATCHED AREAS ON LOTS DESIGNATE "NO-BUILD" ZONES. IF A SPECIFIC LOT OWNER PROPOSES TO DISTURB A "NO-BUILD" ZONE, THEN AN INDIVIDUAL LOT GRADING PLAN WILL BE REQUIRED.
11. SEE SHEET PP 1.1 FOR LINE AND CURVE TABLES.
12. SEE SHEETS PP 1.1 - PP 1.3 FOR REMAINING ADJACENT PARCELS OWNER INFORMATION.
13. ALL ROADWAYS, SHOWN HEREON ARE PUBLIC ROADWAYS AND WILL BE DEDICATED TO, AND MAINTAINED BY NOTUS-PARMA HIGHWAY DISTRICT.
14. ALL 8' EQUESTRIAN PATHWAYS CONTAINED WITHIN THE DEVELOPMENT ARE FOR PRIVATE USE BY RESIDENTS OF THE DEVELOPMENT. PATHS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
15. HISTORIC IRRIGATION LATERAL, DRAIN AND DITCH FLOW PATTERNS WILL BE MAINTAINED.
16. FINISH GRADES AT SUBDIVISION BOUNDARIES SHALL MATCH EXISTING FINISH GRADES

ZONING
EXISTING - RR-CR

BENCHMARK
CP#1= SITE BENCH
N: 768188.41'
E: 2361646.13'
NAVD88 (GEOID 18US)
ELEVATION: 2512.02'

LOT SUMMARY
RESIDENTIAL = 136
ROW = 1
COMMON = 4
DENSITY = 0.64 LOT/AC
TOTAL = 140

FIRE DISTRICT
MIDDLETON FIRE

SEWER PROVIDER
INDIVIDUAL SEPTIC SYSTEM

WATER PROVIDER
INDIVIDUAL WELLS

ROADWAY JURISDICTION
NOTUS-PARMA HIGHWAY DISTRICT

IRRIGATION DISTRICT
BLACK CANYON IRRIGATION DISTRICT

ACREAGE SUMMARY
TOTAL - 221.79 ACRES
RESIDENTIAL LOTS - 197.50 ACRES
COMMON LOTS - 1.72 ACRES
STREET RIGHT-OF-WAY - 22.57 ACRES

PHASING
PHASE 1 = BLOCK 1, LOT'S 1-28 & BLOCK 2, LOT'S 1-12
PHASE 2 = BLOCK 2, LOT'S 32- 53 & BLOCK 3, LOT'S 36-59
PHASE 3 = BLOCK 2, LOT'S 13-31 & BLOCK 3, LOT'S 1-35

OWNER/DEVELOPER
J.A.P.S. OF IDAHO L.L.C.
10167 WILLIS ROAD
MIDDLETON, IDAHO 83644
208-863-1815

ENGINEER / SURVEYOR
HORROCKS ENGINEERS
2775 W. NAVIGATOR DR., SUITE 210
MERIDIAN, ID 83642
208-895-2520

SHEET INDEX

PP1.0	OVERALL LAYOUT AND NOTES
PP1.1	LOT DIMENSIONS AND EASEMENTS
PP1.2	LOT DIMENSIONS AND EASEMENTS
PP1.3	LOT DIMENSIONS AND EASEMENTS
PP1.4	PROPOSED PRESSURE IRRIGATION

RON WRIGHT — P.L.S. 19630

PROFESSIONAL LAND SURVEYOR LICENSED IN IDAHO 19630 11-23-21 STATE OF IDAHO RON WRIGHT

HORROCKS ENGINEERS
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Meridian, ID 83642
(208) 895-2520
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REV # | DATE
*SEE GENERAL NOTES SHEET

DRAWING INFO
DATE 11/23/2021
DESIGNED HH
DRAWN MAC
CHECKED SD
PROJECT ID-2854-2012

PRELIMINARY
NOT FOR CONSTRUCTION

STADIUM SUBDIVISION
CANYON COUNTY, IDAHO
PRELIMINARY PLAT
OVERALL LAYOUT AND NOTES

PP1.0

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PRELIMINARY PLAT
FOR
STADIUM SUBDIVISION NO. 2

SITUATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, GOV'T LOT 3 AND 4 AND A PORTION OF THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 3 WEST, B.M., CANYON COUNTY, IDAHO
2021

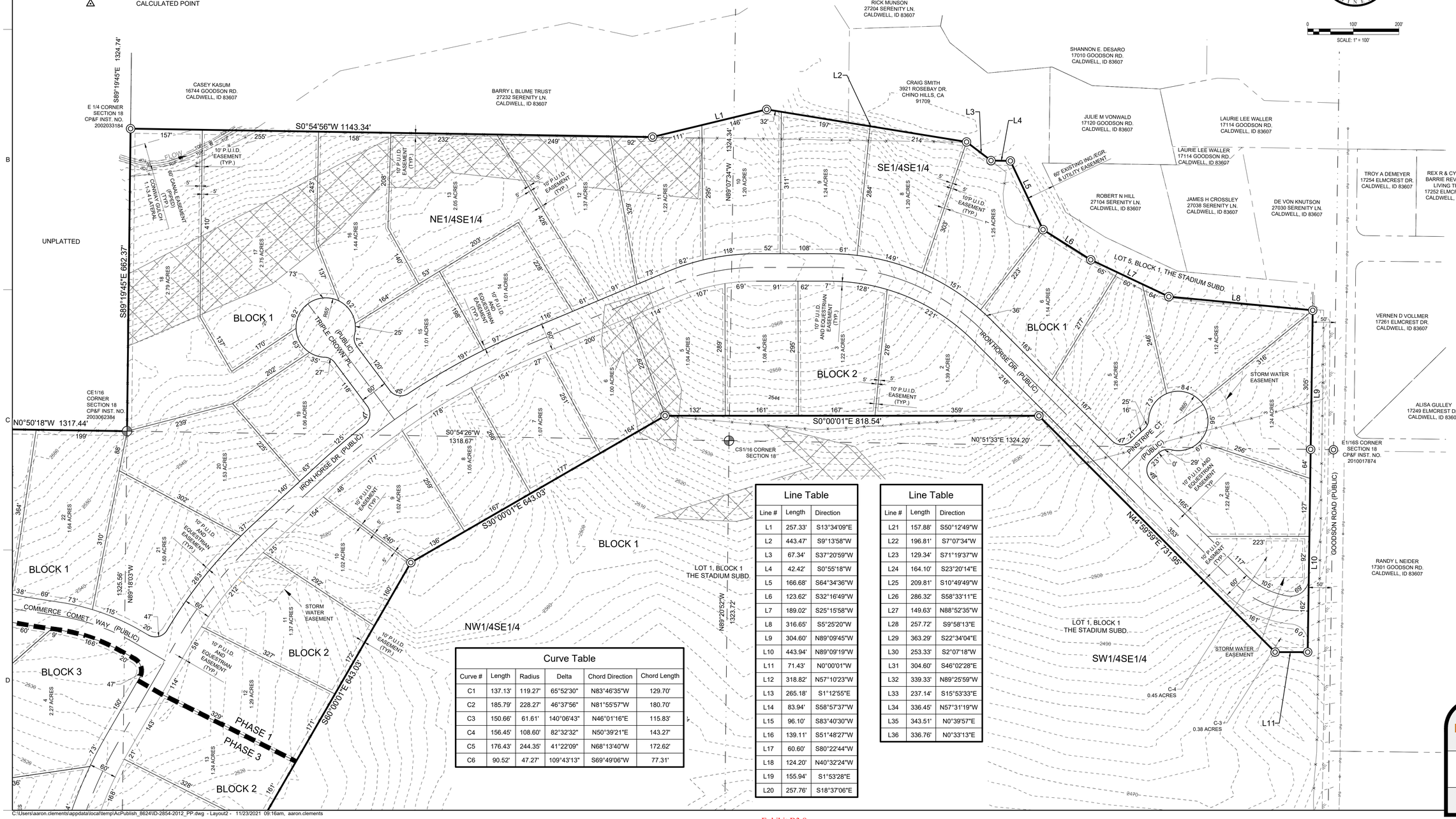
LEGEND

- SUBDIVISION BOUNDARY
- PHASE LINE
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- PRESSURE IRRIGATION LINE
- SLOPES 15% OR GREATER "NO-BUILD ZONE"
- BLOCK — BLOCK NUMBER
- 1 — LOT NUMBER
- FOUND BRASS CAP
- FOUND 1/2" REBAR
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR
- CALCULATED POINT

RON WRIGHT — P.L.S. 19630

PROFESSIONAL LAND SURVEYOR — LICENSED — 19630 — 11-23-21 — STATE OF IDAHO — RON WRIGHT

SCALE: 1" = 100'



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	137.13'	119.27'	65°52'30"	N83°46'35"W	129.70'
C2	185.79'	228.27'	46°37'56"	N81°55'57"W	180.70'
C3	150.66'	61.61'	140°06'43"	N46°01'16"E	115.83'
C4	156.45'	108.60'	82°32'32"	N50°39'21"E	143.27'
C5	176.43'	244.35'	41°22'09"	N68°13'40"W	172.62'
C6	90.52'	47.27'	109°43'13"	S69°49'06"W	77.31'

Line Table		
Line #	Length	Direction
L1	257.33'	S13°34'09"E
L2	443.47'	S9°13'58"W
L3	67.34'	S37°20'59"W
L4	42.42'	S0°55'18"W
L5	166.68'	S64°34'36"W
L6	123.62'	S32°16'49"W
L7	189.02'	S25°15'58"W
L8	316.65'	S5°25'20"W
L9	304.60'	N89°09'45"W
L10	443.94'	N89°09'19"W
L11	71.43'	N0°00'01"W
L12	318.82'	N57°10'23"W
L13	265.18'	S1°12'55"E
L14	83.94'	S58°57'37"W
L15	96.10'	S83°40'30"W
L16	139.11'	S51°48'27"W
L17	60.60'	S80°22'44"W
L18	124.20'	N40°32'24"W
L19	155.94'	S1°53'28"E
L20	257.76'	S18°37'06"E

Line Table		
Line #	Length	Direction
L21	157.88'	S50°12'49"W
L22	196.81'	S7°07'34"W
L23	129.34'	S71°19'37"W
L24	164.10'	S23°20'14"E
L25	209.81'	S10°49'49"W
L26	286.32'	S58°33'11"E
L27	149.63'	N88°52'35"W
L28	257.72'	S9°58'13"E
L29	363.29'	S22°34'04"E
L30	253.33'	S2°07'18"W
L31	304.60'	S46°02'28"E
L32	339.33'	N89°25'59"W
L33	237.14'	S15°53'33"E
L34	336.45'	N57°31'19"W
L35	343.51'	N0°39'57"E
L36	336.76'	N0°33'13"E

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DRAWN	MAC
CHECKED	SD
PROJECT	ID-2854-2012

PRELIMINARY — NOT FOR CONSTRUCTION

STADIUM SUBDIVISION
CANYON COUNTY, IDAHO

PRELIMINARY PLAT
LOT DIMENSIONS AND EASEMENTS

PP1.1

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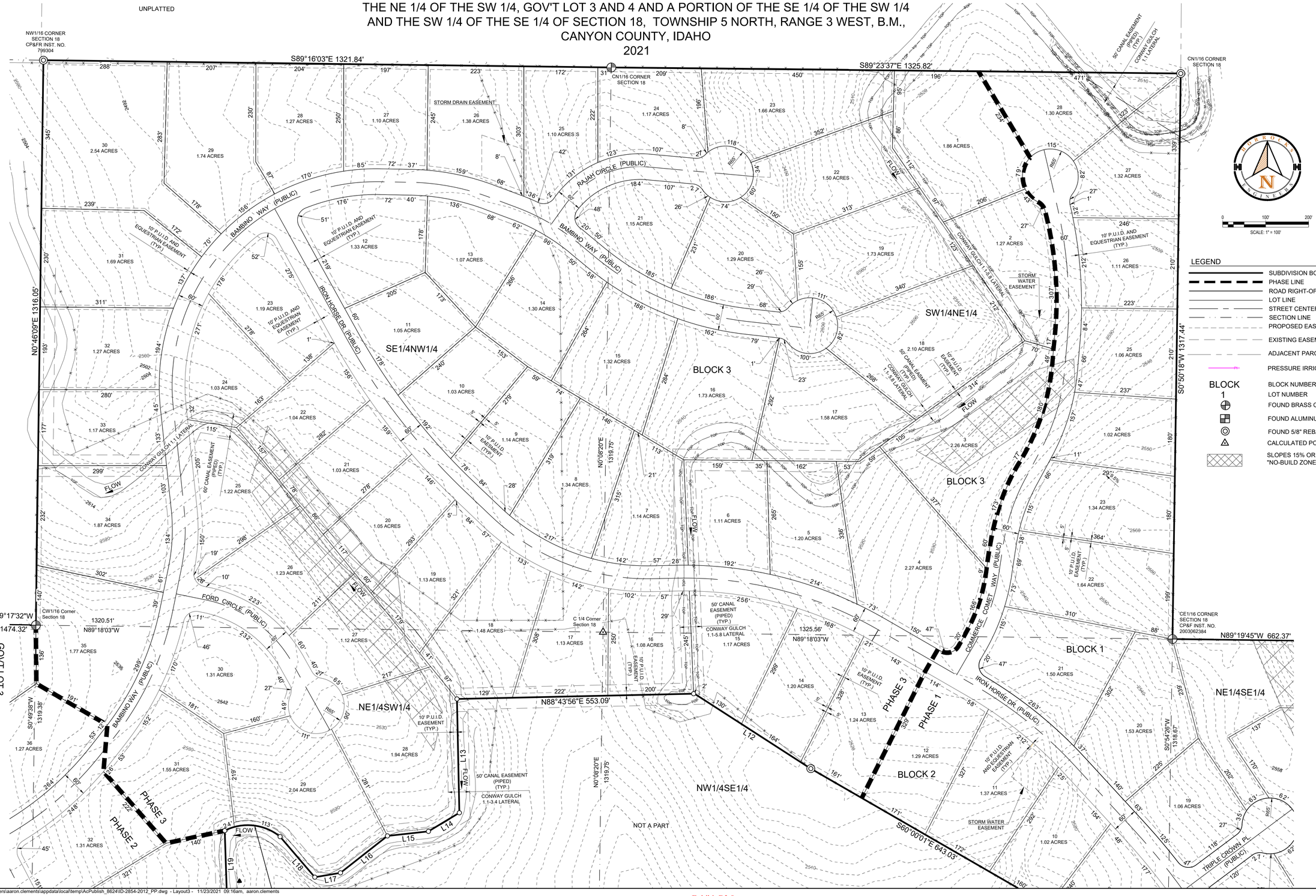
PRELIMINARY PLAT
FOR
STADIUM SUBDIVISION NO. 2

SITUATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, GOV'T LOT 3 AND 4 AND A PORTION OF THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 3 WEST, B.M., CANYON COUNTY, IDAHO
2021

RON WRIGHT P.L.S. 19630

PROFESSIONAL LAND SURVEYOR — LICENSED — RON WRIGHT — 19630 — 11-23-21 — STATE OF IDAHO

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CANYON COUNTY, IDAHO

PRELIMINARY PLAT
LOT DIMENSIONS AND EASEMENTS

PP1.2

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PRELIMINARY PLAT
FOR
STADIUM SUBDIVISION NO. 2

SITUATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, GOV'T LOT 3 AND 4 AND A PORTION OF THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 3 WEST, B.M., CANYON COUNTY, IDAHO
2021

LEGEND
- SUBDIVISION BOUNDARY
- PHASE LINE
- ROAD RIGHT-OF-WAY
- LOT LINE
- STREET CENTERLINE
- SECTION LINE
- PROPOSED EASEMENT AS NOTED
- EXISTING EASEMENT AS NOTED
- ADJACENT PARCEL
- PRESSURE IRRIGATION LINE

BLOCK NUMBER
1 LOT NUMBER
FOUND BRASS CAP
FOUND ALUMINUM CAP
FOUND 5/8" REBAR
CALCULATED POINT
SLOPES 15% OR GREATER "NO-BUILD ZONE"
TEST PIT

SCALE: 1" = 100'

PROFESSIONAL LAND SURVEYOR LICENSED 19630 11-23-21 STATE OF IDAHO RON WRIGHT

RON WRIGHT P.L.S. 19630

BLOCK 2

NOT A PART
THE STADIUM SUBDIVISION
BOOK 47, PAGE 20

PHASE 2
PHASE 3
STORM DRAIN EASEMENT
CERV PLACE (PUBLIC)
FORD CIRCLE (PUBLIC)
BAMBINO WAY (PUBLIC)
MOOSKOW WAY (PUBLIC)
YOGI CRT. (PUBLIC)
GOODSON RD. (PUBLIC)
CONWAY GULCH 1.1 LATERAL
CONWAY GULCH 1.1-5.8 LATERAL
80' CANAL EASMENT (PIPED)
50' CANAL EASEMENT (TYP.)
10' P.U.I.D. EASEMENT (TYP.)
10' P.U.I.D AND EQUESTRIAN EASEMENT (TYP.)
100' POWER LINE EASEMENT INST. NO. 9225693
STORM WATER EASEMENT

CW1/16 Corner Section 18
SW1/16 CORNER SECTION 18
W1/16S CORNER SECTION 18 CP&F INST. NO. 2010017876
W 1/4 CORNER SECTION 18 CLOSING CORNER CP&F INST. NO. 2012020108
E 1/4 CORNER SECTION 13 CP&F INST. NO. 2007028556
S1/16W CORNER SECTION 18 CLOSING CORNER CP&F INST. NO. 2018002883
S1/16E CORNER SECTION 13 CP&F INST. NO. 2007028560

S89°17'32"E 1474.32'
N89°18'03"W 1320.51'
S0°49'38"W 1319.38'
N89°17'05"W 1320.50'
N0°54'50"E 1316.91'
S89°09'41"E 1322.49'
N89°25'59"W 490.13'
S89°25'59"E 1465.41'
N0°39'57"E 978.35'
N0°44'01"E 526.00'

AMY J WOODRUFF 26938 BREAKAWAY LN. CALDWELL, ID 83607
GLEN C. AND EVELYN J OLSEN LIVING TRUST 17506 GOODSON RD CALDWELL, ID 83607
JAMES JOHNSON 17783 GOODSON RD. CALDWELL, ID 83607
JEREMY J LUCAS 26976 MARGARET LN. CALDWELL, ID 83607
JAMES BROWER 26950 MARGARET LN. CALDWELL, ID 83607
TODD R SOMMER 26977 MARGARET LN. CALDWELL, ID 83607
ARAUJO EMIRE TRUST 26945 MARGARET LN. CALDWELL, ID 83607
NICK J MADRIL 17931 GOODSON RD. CALDWELL, ID 83607
MARK R OTTENS 17949 GOODSON RD. CALDWELL, ID 83607
BILL MCILVANIE 17886 GOODSON RD. CALDWELL, ID 83607
DAVID SHIPPY 17962 GOODSON RD. CALDWELL, ID 83607
BRENT MERKLEY 17976 GOODSON RD. CALDWELL, ID 83607

C-1 0.59 ACRES
C-2 0.30 ACRES

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CHECKED	SD
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PRELIMINARY
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STADIUM SUBDIVISION
CANYON COUNTY, IDAHO
PRELIMINARY PLAT
LOT DIMENSIONS

PP1.4
PAGE 4 OF 5

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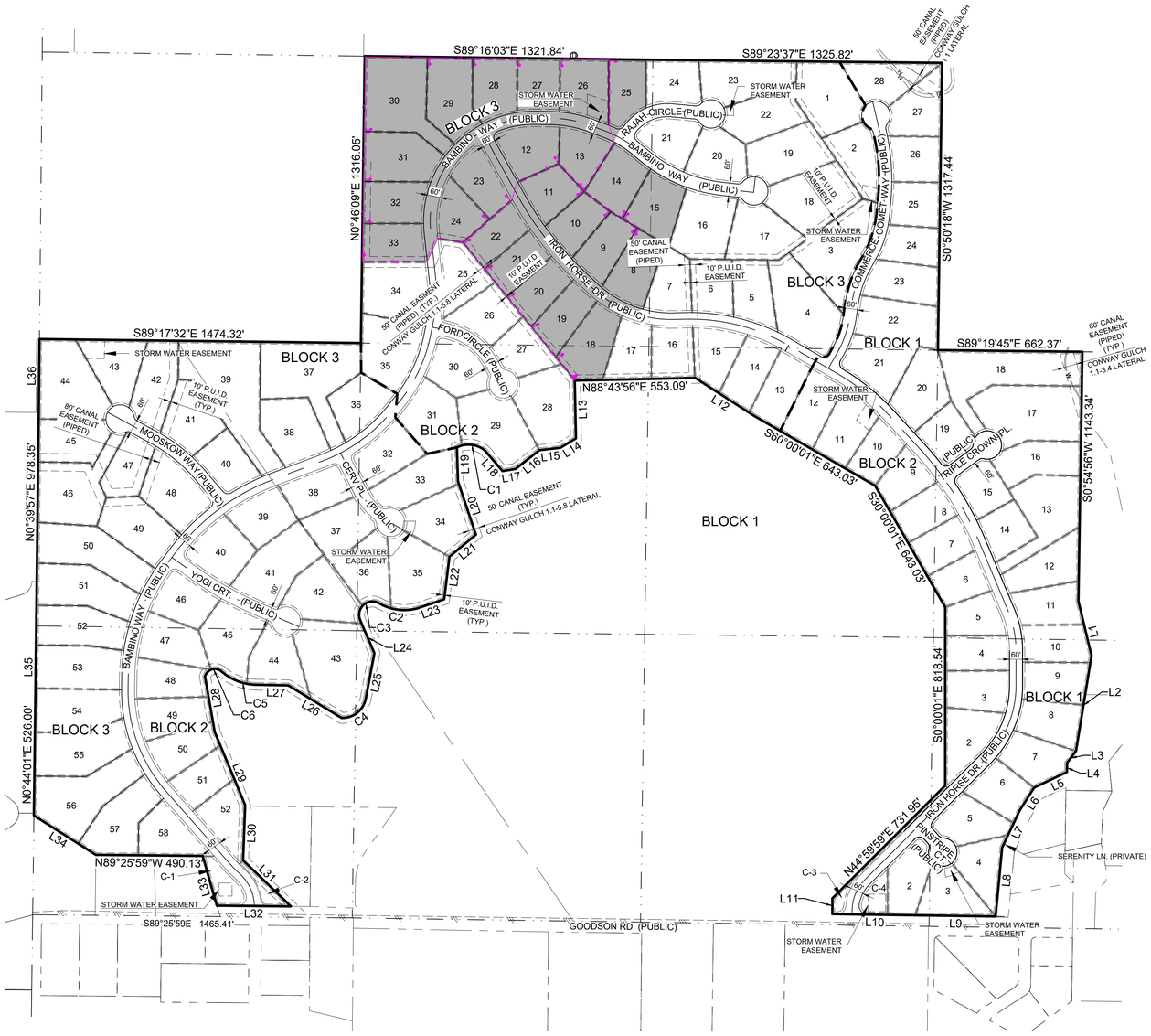
PRELIMINARY PLAT
FOR
STADIUM SUBDIVISION NO. 2

SITUATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, GOV'T LOT 3 AND 4 AND A PORTION OF THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 3 WEST, B.M., CANYON COUNTY, IDAHO
2021

PROPOSED PRESSURE IRRIGATION

LEGEND:

- AIR VENT
- DRAIN
- STUB TO LOTS
- PUMP STATION
- PRESSURE IRRIGATION LINE
- LOTS TO BE SERVED WITH PRESSURIZED IRRIGATION
- TEST PIT



SCALE: 1" = 300'

RON WRIGHT — P.L.S. 19630

NOTES: (CONTINUED)

17. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (I.S.P.W.C.).
18. SEWAGE DISPOSAL SHALL BE PROVIDED BY INDIVIDUAL SEPTIC SYSTEMS. ALL SEPTIC SYSTEMS SHALL BE APPROVED BY THE SOUTHWEST DISTRICT HEALTH DEPARTMENT AND MUST BE SIZED IN ACCORDANCE WITH SWDHD RULES AND REGULATIONS.
19. WATER SUPPLY SHALL BE PROVIDED BY INDIVIDUAL WELLS.
20. THIS SUBDIVISION RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT WHICH STATES: NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
21. NO LOT SHALL HAVE DIRECT ACCESS TO GOODSON ROAD.

IRRIGATION NOTES:

22. PRESSURE IRRIGATION SHALL BE PROVIDED ONLY TO THE LOTS WITH DESIGNATED WATER RIGHTS AS ILLUSTRATED ON THIS PLAN.
23. EXISTING CONWAY GULCH LATERAL THAT FALLS WITHIN LOTS, WILL BE RELOCATED AND PIPED.
24. PLEASE SEE THE PROPOSED CANAL RELOCATION CONCEPT EXHIBIT, DATED 02/19/2021 FOR DETAILS REGARDING THE CANAL RELOCATIONS.
25. ALL IRRIGATION SERVICES SHALL BE INSTALLED PER THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (I.S.P.W.C.).
26. IRRIGATION CANAL EASEMENT WIDTHS PER INFORMATION PROVIDED BY THE IRRIGATION DISTRICT. WHERE CANAL RE-LOCATIONS ARE SHOWN THE ORIGINAL CANAL EASEMENT WIDTHS HAVE BEEN MAINTAINED AS REQUIRED BY THE IRRIGATION DISTRICT.
27. LOTS OUTSIDE THE WATER RIGHTS AREA WILL BE IRRIGATED BY INDIVIDUAL LOT WELLS. LOT WELL IRRIGATION IS LIMITED TO AN AREA OF 1/2 ACRE.

HORROCKS ENGINEERS
2775 Navigator Dr., Suite 210
Meridian, ID 83642
(208) 895-2520
www.horrocks.com

WARNING
IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

REVISIONS
REV # | DATE
*SEE GENERAL NOTES SHEET

DRAWING INFO
DATE 11/23/2021
DESIGNED HH
DRAWN MAC
CHECKED SD
PROJECT ID-2854-2012

PRELIMINARY
NOT FOR CONSTRUCTION

STADIUM SUBDIVISION
CANYON COUNTY, IDAHO

PRELIMINARY PLAT
PROPOSED PRESSURE IRRIGATION

PP1.5

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Exhibit B3.8

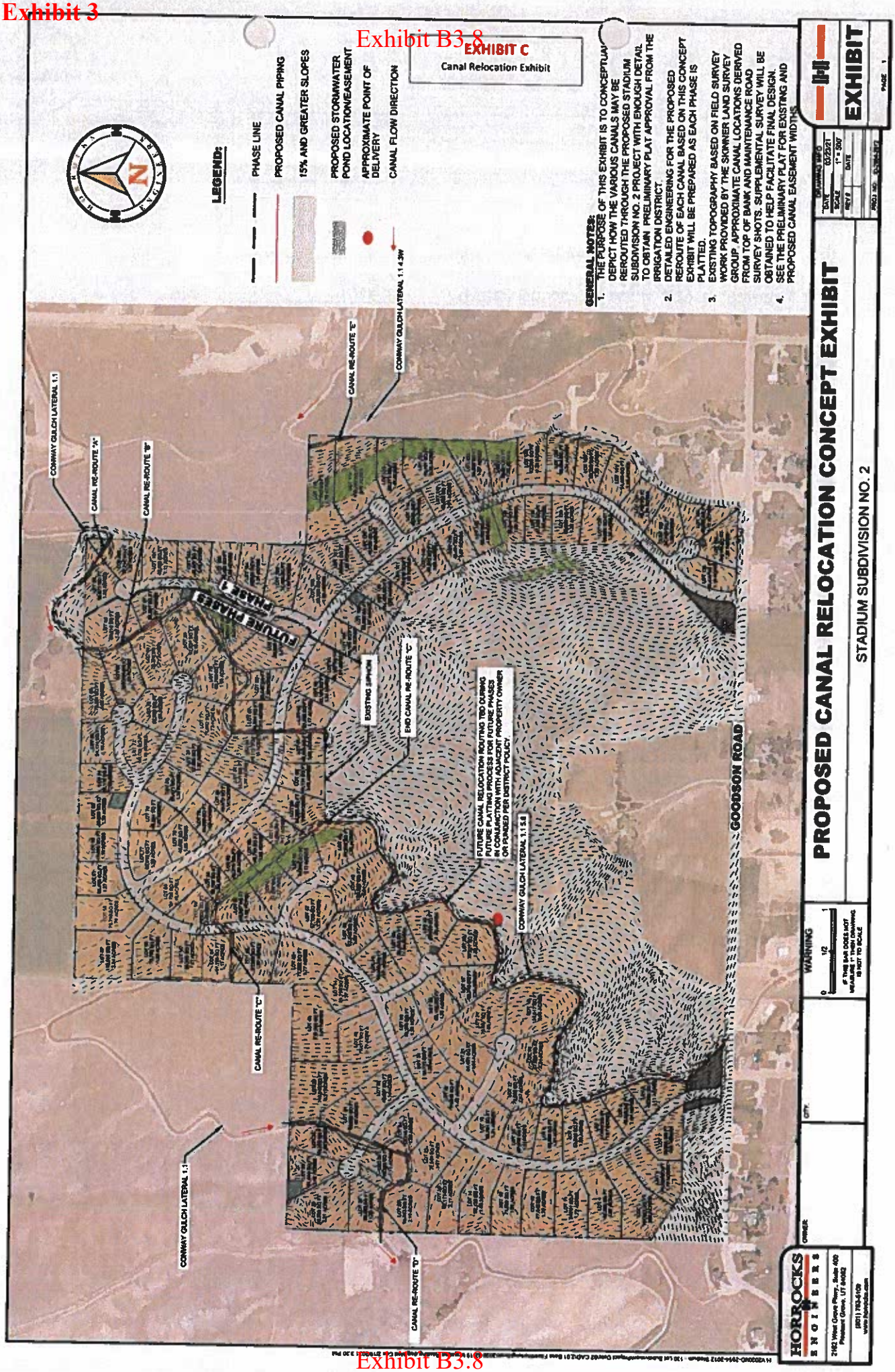


Exhibit B3.8

Exhibit 3

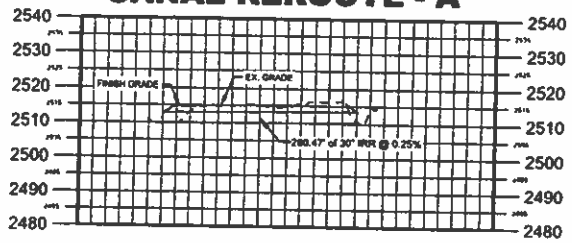
Exhibit 3

Exhibit 3

Exhibit B3.8

Exhibit B3.8

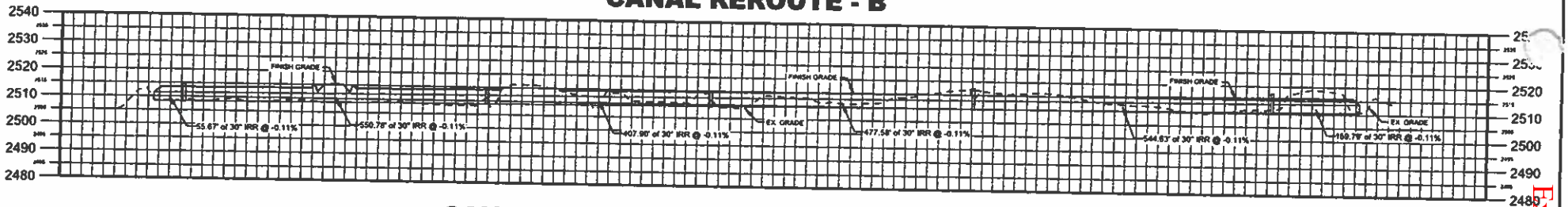
CANAL REROUTE - A



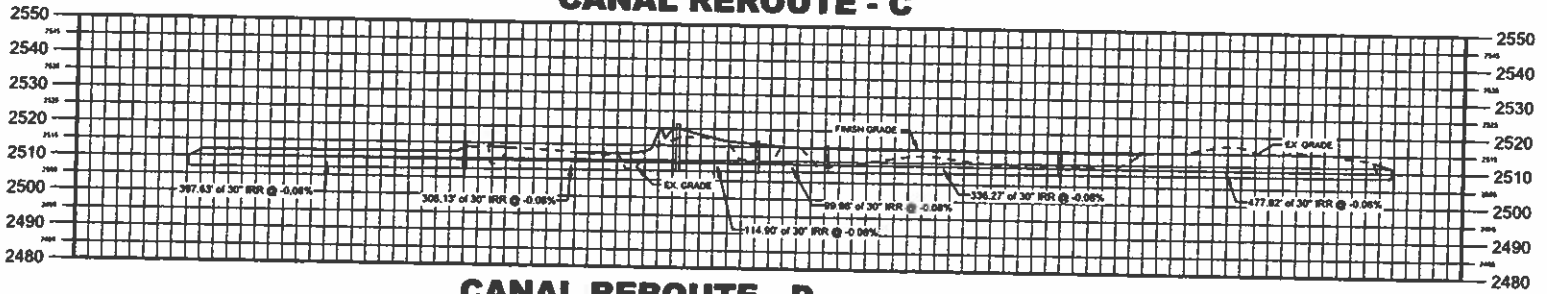
NOTES:

1. PIPE SIZING SHOWN IS PRELIMINARY. FINAL PIPE SIZING TO BE DESIGNED BASED ON ACTUAL FLOWS PROVIDED BY THE DISTRICT AND IN ACCORDANCE WITH DESIGN STANDARDS OF THE DISTRICT.
2. DEPICTED PIPE SLOPES ARE PRELIMINARY AND WILL BE VERIFIED WITH ADDITIONAL SURVEY AT FINAL DESIGN.

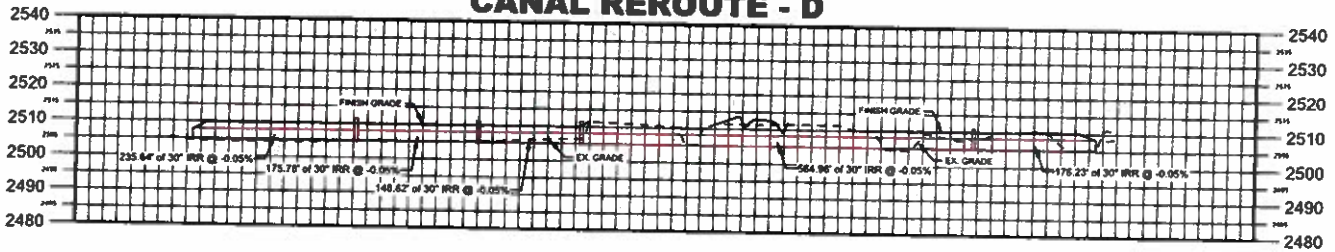
CANAL REROUTE - B



CANAL REROUTE - C



CANAL REROUTE - D



CANAL REROUTE - E

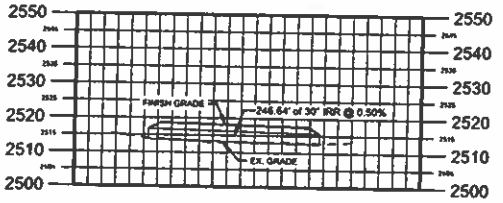


EXHIBIT C
Canal Relocation Exhibit

HORROCKS ENGINEERS
2162 West Grove Pkwy., Suite 400
Pleasant Grove, UT 84062
(801) 763-5100
www.horrocks.com

OWNER:

CITY:

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

PROPOSED CANAL RELOCATION CONCEPT EXHIBIT

STADIUM SUBDIVISION NO. 2

DRAWING INFO
DATE 02/19/21
SCALE N/A
REV # DATE
PROJ NO. 10-2654-2012

EXHIBIT

EXHIBIT C

Site Visit Photos: December 3, 2025

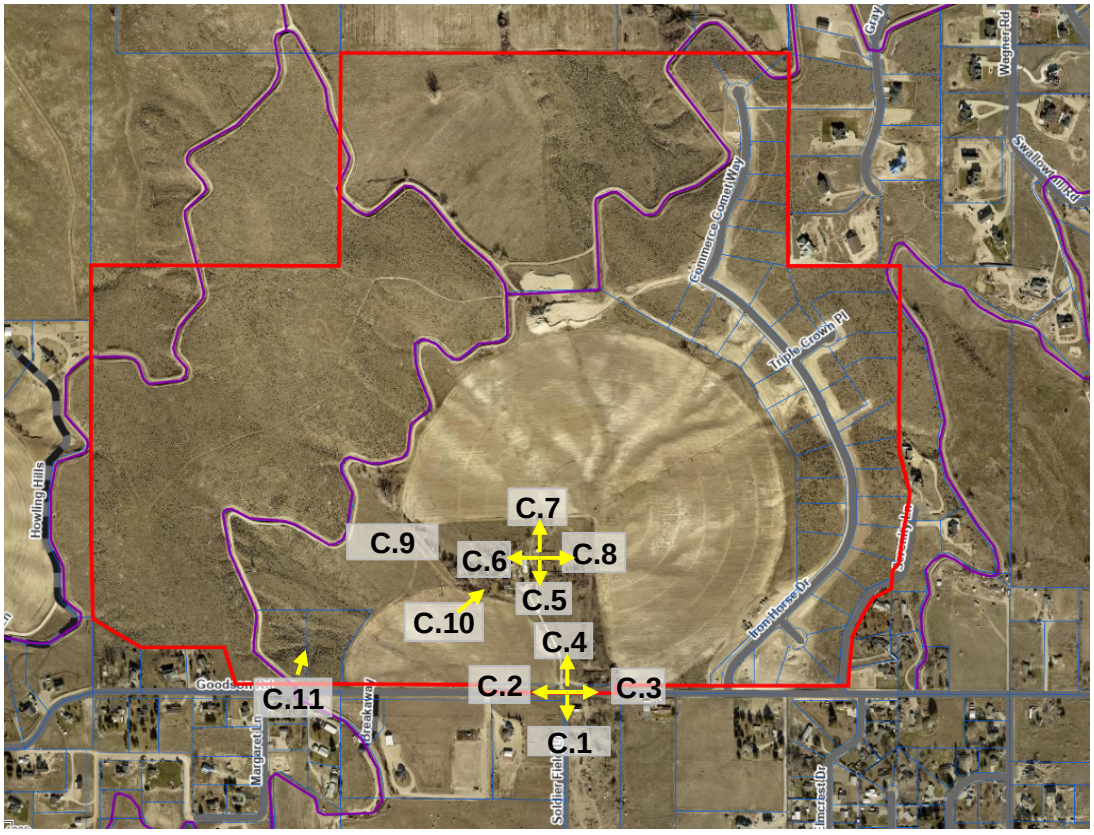
Planning & Zoning Commission

Case# PH2016-61-MOD

Hearing date: March 19, 2026

Exhibit C

KEY	NAME: Tradition Capital Partners, LLC and Austin Acres , LLC	CASE #: PH2016-61-MOD



N

Exhibit: C
PH2016-61-MOD
Site Visit Photos:
December 3, 2025

Exhibit C

EXHIBIT: C.1



EXHIBIT: C.2



EXHIBIT: C.3



EXHIBIT: C.4



EXHIBIT: C.5



Driveway by Existing Home. Facing South

EXHIBIT: C.6



Existing Home, Facing West

EXHIBIT: C.7



EXHIBIT: C.8



EXHIBIT: C.9



EXHIBIT: C.10



Exhibit C.11



EXHIBIT D

Agency Comments Received by: March 9, 2026

Planning & Zoning Commission

Case# PH2016-61-MOD

Hearing date: March 19, 2026

J·U·B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

September 19, 2025

Canyon County Development Services Department
Attn: Karla Nelson
Karla.Nelson@canyoncounty.id.gov
111 North 11th Ave., Ste. 140
Caldwell, ID 83605

RE: **CASE NO. PH2016-61-MOD**

To whom it may concern:

On behalf of the Notus Parma Highway District No. 2 (NPHD), I have reviewed the application for PH2016-61-MOD dated July 25, 2025, for the parcels R37887100, R37887101, R37887102, R37887103, a portion of the SW¼ of Section 18, T5N, R3W, BM, Canyon County, located on the north side of Goodson Road.

Goodson Road along this segment is under the jurisdiction of the NPHD. The functional classification for Goodson Road per NPHD's 2017 Transportation Plan is "Major Collector". Existing prescriptive right-of-way (R/W) along the centerline of Goodson Road is 50-ft wide (25-ft each side of roadway centerline).

At this time and based upon said information provided within the application, the following conditions of approval apply:

1. Application requirements shall meet 2022 ACCHD Standards.
2. NPHD requires a minimum of 80-ft width (40-ft half width) R/W dedicated from the centerline of a collector road or the Section/Quarter Section Line, whichever is greater, from the applicant per ACCHD Section 3030 Right-of-Way.
    a. 80 to 100-ft of R/W may be required in extreme cut and fill locations and is subject to catch limits.
    b. Local Road intersections shall have a minimum 30-foot radius curve connecting intersection right-of-way lines.
    c. Local Roads at cul-de-sac bulbs shall have a minimum 20-foot radius curve.
    d. Maximum length of a cul-de-sac on a rural roadway is 1,320-feet, servicing no more than 20 lots.
3. Roadway design shall meet ACCHD Section 3040 Alignment.
    a. The following roadway information will need to be provide in order to verify compliance with the AASHTO green book:
        i. Horizontal Alignments
            1. Stationing
            2. PC/PT's
            3. Tangent Lengths & Bearings
            4. Curve Information
        ii. Vertical Alignments (Profiles)

1. Grades
2. Vertical Curves
3. Intersection Stations

b. Intersection Site Distance shall meet Standard Drawing ACCHD-107A & 107B.

c. Local Road intersections shall have a minimum 30-foot radius curve connecting intersection right-of-way lines.

d. Local Roads at cul-de-sac bulbs shall have a minimum 20-foot radius curve.

e. Maximum length of a cul-de-sac on a rural roadway is 1,320-feet, servicing no more than 20 lots.

4. Rural Roadway Spacing shall be per ACCHD Section 3061 Intersection and Approach Policy per the intended use.

   a. Minimum rural roadway spacing for a major collector on same side of the through roadway is 1/8-mile (660-ft). Minimum rural roadway spacing for a major collector on opposite side of the through roadway is 1/16-mile (330-ft).

5. Cul-de-sac at the terminal ends of all public streets designed in accordance with Standard Drawing ACCHD-104.

6. Two Lane Rural Road Section shall meet Standard Drawing ACCHD-101.

7. Drainage design will be required per ACCHD Section 3070.

   a. All drainage features for the development shall be designed by an Idaho Registered Professional Engineer and approved by the NPHD in conjunction with the roadway plans.

   b. Drainage easements shall be sized in accordance with an approved drainage report. The drainage report will need to address the following:

      i. Design Storm
      ii. Conveyance Systems (Ditches, Pipes, Inlets, Curb & Gutter, and other facilities)
      iii. Secondary Conveyance Systems
      iv. Detention Basins
      v. Retention Basins / Subsurface Disposal Systems

   c. The Homeowner's Association, underlying property owner or adjacent property owner is responsible for all storm drainage facilities outside the public right-of-way, including all routine and heavy maintenance.

8. Detention/Retention Facilities shall be sized in accordance with ACCHD Section 3070.

   a. Design infiltration rates shall be based on percolation tests conducted by the Applicant's Engineer at the location of the proposed subsurface drainage facility, but in no case shall a rate exceeding eight (8) inches/hour be used.

NPHD reserves the right to provide amended comments/conditions of approval in the event of application revision or when additional information becomes available.

NPHD requests Canyon County Development Services incorporate these comments into proposed Conditions of Approval for consideration/approval by the Planning & Zoning Commission and the Canyon County Commissioners in the event the CUP is approved.

Sincerely,

J-U-B ENGINEERS, Inc.

Timothy Blair, PE
Area Manager

CC:

- Lynn Troxel, NPHD#2 Director of Highways

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 years. Currently, Middleton School District has 2 of our 3 elementary schools over capacity. Heights Elementary is at 117% of capacity with five portable units totaling 10 classrooms. Mill Creek Elementary is at 113% of capacity with 6 portable classroom units totaling 12 classrooms. Purple Sage Elementary is at 96% of capacity with 4 of the six grade levels over capacity. Middleton High School is at 102% of capacity and middle school is at 100% of capacity. 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.

Case No. PH2016-61-MOD (Tradition Capital Partners, LLC)

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 162 proposed lots, we anticipate that approximately 81 to 113 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 all 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.

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.

_____ September 12th, 2025 .

Marc C. Gee, Superintendent Date

Middleton School District Office: 5 S. Viking Ave, Middleton, ID 83644 Phone: 208-585-3027

Marc C. Gee, Superintendent mgee@msd134.org

Lisa Pennington, Asst. Superintendent lpennington@msd134.org

Alicia Krantz, Business Manager akrantz@msd134.org

Middleton School District #134

Every Child Learning Every Day

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

General Response for New Development

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(UPDATE 2-19-2026)

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. PH2016-61-MOD (Tradition Capital Partners, LLC)

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_____ September 12th, 2025 .

Marc C. Gee, Superintendent Date

Middleton School District Office: 5 S. Viking Ave, Middleton, ID 83644 Phone: 208-585-3027

Marc C. Gee, Superintendent mgee@msd134.org

Lisa Pennington, Asst. Superintendent lpennington@msd134.org

Alicia Krantz, Business Manager akrantz@msd134.org

Karla Nelson

From: Niki Benyakhlef <Niki.Benyakhlef@itd.idaho.gov>
Sent: Monday, August 4, 2025 8:21 AM
To: Karla Nelson
Cc: Caitlin Ross
Subject: [External] RE: Agency Notice PH2016-61-MOD

After careful review of the transmittal submitted to ITD on July 25, 2025, regarding Agency Notice PH2016-61-MOD, the Department has no comments or concerns to make at this time. This proposed development is greater that 4 miles north of US-20/26 and is not near an I-84 Interchange, therefore minor impact can be anticipated to the state highway system.

Please let me know if you have any questions.

Thank you,

Niki Benyakhlef
Development Services Coordinator

District 3 Development Services
O: 208.334.8337 | C: 208.296.9750
Email: niki.benyakhlef@itd.idaho.gov
Website: itd.idaho.gov

Book a Meeting with Me!

From: Caitlin Ross <Caitlin.Ross@canyoncounty.id.gov>
Sent: Friday, July 25, 2025 9:06 AM
To: 'lgrooms@msd134.org' <lgrooms@msd134.org>; 'mgee@msd134.org' <mgee@msd134.org>; 'permits@starfirerescue.org' <permits@starfirerescue.org>; 'knute.sandahl@doi.idaho.gov' <knute.sandahl@doi.idaho.gov>; 'gwatkins@nphd.net' <gwatkins@nphd.net>; 'brandy.walker@centurylink.com' <brandy.walker@centurylink.com>; 'eingram@idahopower.com' <eingram@idahopower.com>; 'easements@idahopower.com' <easements@idahopower.com>; 'arobins@idahopower.com' <arobins@idahopower.com>; 'jessica.mansell@intgas.com' <jessica.mansell@intgas.com>; 'monica.taylor@intgas.com' <monica.taylor@intgas.com>; 'Contract.Administration.Bid.Box@ziply.com' <Contract.Administration.Bid.Box@ziply.com>; 'developmentreview@blackcanyonirrigation.com' <developmentreview@blackcanyonirrigation.com>; 'mitch.kiester@phd3.idaho.gov' <mitch.kiester@phd3.idaho.gov>; 'anthony.lee@phd3.idaho.gov' <anthony.lee@phd3.idaho.gov>; D3 Development Services <D3Development.Services@itd.idaho.gov>; Niki Benyakhlef <Niki.Benyakhlef@itd.idaho.gov>; Assessor Website <2cAsr@canyoncounty.id.gov>; 'middletown.rich@gmail.com' <middletown.rich@gmail.com>; Dalia Alnajjar <Dalia.Alnajjar@canyoncounty.id.gov>; Lucy Ostyn <lucy.ostyn@canyoncounty.id.gov>; Tom Crosby <Tom.Crosby@canyoncounty.id.gov>; Code Enforcement <CodeEnforcement@canyoncounty.id.gov>; GIS and Addressing Division <GISAddressing@canyoncounty.id.gov>; 'makline2@marathonpetroleum.com' <makline2@marathonpetroleum.com>
Subject: Agency Notice PH2016-61-MOD

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Karla Nelson

From: D3 Development Services <D3Development.Services@itd.idaho.gov>
Sent: Wednesday, February 18, 2026 9:08 AM
To: Karla Nelson
Subject: [External] RE: Agency Notice PH2016-61-MOD / Gibbons

Hello,

After careful review of the transmittal submitted to ITD on February 12, 2026, regarding, PH2016-61-MOD/Gibbons, the Department has no comments or concerns to make at this time. This application does not meet thresholds for a Traffic Impact Study, nor does it pose any safety concerns. If you have any questions, please contact Kendra Conder at 208-334-8377 /Kendra.Conder@itd.idaho.gov

Thank you
Mila Kinakh
D3 Planning and Development

From: Caitlin Ross <Caitlin.Ross@canyoncounty.id.gov>
Sent: Thursday, February 12, 2026 11:29 AM
To: lpennington@msd134.org; mgee@msd134.org; permits@starfirerescue.org; 'knute.sandahl@doi.idaho.gov' <knute.sandahl@doi.idaho.gov>; 'gwatkins@nphd.net' <gwatkins@nphd.net>; 'brandy.walker@ForgedFiber37.com' <brandy.walker@ForgedFiber37.com>; 'eingram@idahopower.com' <eingram@idahopower.com>; 'easements@idahopower.com' <easements@idahopower.com>; 'arobins@idahopower.com' <arobins@idahopower.com>; 'monica.taylor@intgas.com' <monica.taylor@intgas.com>; 'jessica.mansell@intgas.com' <jessica.mansell@intgas.com>; 'Contract.Administration.Bid.Box@ziply.com' <Contract.Administration.Bid.Box@ziply.com>; aflavel.bkirrdist@gmail.com; mitch.kiester@phd3.idaho.gov; anthony.lee@phd3.idaho.gov; D3 Development Services <D3Development.Services@itd.idaho.gov>; Kendra Conder <Kendra.Conder@itd.idaho.gov>; Assessor Website <2cAsr@canyoncounty.id.gov>; 'middletown.rich@gmail.com' <middletown.rich@gmail.com>; Dalia Alnajjar <Dalia.Alnajjar@canyoncounty.id.gov>; Lucy Ostyn <lucy.ostyn@canyoncounty.id.gov>; Tom Crosby <Tom.Crosby@canyoncounty.id.gov>; Code Enforcement <CodeEnforcement@canyoncounty.id.gov>; GIS and Addressing Division <GISAddressing@canyoncounty.id.gov>; 'makline2@marathonpetroleum.com' <makline2@marathonpetroleum.com>
Subject: Agency Notice PH2016-61-MOD / Gibbons

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Dear Agencies,

Please see the attached agency notice regarding the scheduled Planning and Zoning Commission hearing on this project. We had previously requested your agency provide comments for the noticed land use application and if any agency comments were received, they were included in the Staff report. A copy of the application can be found on our Land Hearings website at Land Hearings | Canyon County. No response is required unless there is an update to your original comments.

Karla Nelson

From: Anthony Lee <Anthony.Lee@swdh.id.gov>
Sent: Monday, July 28, 2025 6:59 AM
To: Karla Nelson
Cc: Mitch Kiester
Subject: [External] RE: Agency Notice PH2016-61-MOD
Attachments: Pre.Development.Notes.Signed.06.18.2025.pdf

Hi Karla,

1.) Will a Nutrient Pathogen Study be required? **This project does not require a Nutrient Pathogen Study.**
2.) Will adequate sanitary systems be provided to accommodate the use? **Subsurface sewage disposal systems were not proposed for his project.**
3.) Any concerns about the use or request for rezoning? If so, are there any conditions or mitigation measures recommended to ensure the use or requested rezone minimizes potential impacts to the surrounding area and the nearby city? **There are no concerns with the use or request for rezoning if the applicant meets all SWDH requirements.**

See the attached pre-development notes.

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

o 208.455.5384 | c 208.899.1285 | f 208.455.5300

anthony.lee@swdh.id.gov | SWDH.org

13307 Miami Ln., Caldwell, ID 83607

From: Caitlin Ross <Caitlin.Ross@canyoncounty.id.gov>
Sent: Friday, July 25, 2025 9:06 AM
To: 'lgrooms@msd134.org' <lgrooms@msd134.org>; 'mgee@msd134.org' <mgee@msd134.org>; 'permits@starfirerescue.org' <permits@starfirerescue.org>; 'knute.sandahl@doi.idaho.gov' <knute.sandahl@doi.idaho.gov>; 'gwatkins@nphd.net' <gwatkins@nphd.net>; 'brandy.walker@centurylink.com' <brandy.walker@centurylink.com>; 'eingram@idahopower.com' <eingram@idahopower.com>;

Exhibit D4.1

Pre-Development Meeting

Name of Development: Amendment to Phase 4 of Stadium Subdivision
Applicant: Allen Mills
P.E./P.G.:
All others in Attendance:

EHS#035 Date 06/18/2025

Number of Lots or Flow: Unknown Acreage of Proposed Development: 127.91
Location of Development: TBD Goodson Rd
Caldwell, ID 83607
R37887101 0

Project in Area of Concern: No Groundwater/Rock <10' >10' GW
Level 1 NP Necessary for N: No

LSAS/CSS Proposed: No
BRO meeting for P or above: No
Proposed Drinking Water: Individual ■, City ☐, Community ☐, Public Water Supply ☐
BRO meeting for PWS, Com: No

Information Distributed: SER ☐, NP Guidance ☐, Non-Domestic WW ap. ☐

Additional Comments: The applicant discussed with SWDH the proposed amendment to phase 4 of Stadium Subdivision to increase or decrease the number of lots on 127.91 acres. The applicant will need to schedule an additional pre-development meeting once the priliminary plat has been approved by Canyon County and may move forward with the conditional use approvals. Anthony Lee

Attach conceptual plan, if provided, or any other correspondence, and create a file for this information. The information will be helpful when responding to the county about permitting requirements and should be maintained with the subdivision file or commercial permit file when completed, for a complete written history of the project and SWDH involvement.

Exhibit D4.1

EXHIBIT E

Public Comments Received by: March 9, 2026

Planning & Zoning Commission

Case# PH2016-61-MOD

Hearing date: March 19, 2026

My name is Mike Wagner and I have farmed the irrigated portion of Lot 2 Block 1 of the Stadium Subdivision for many years as well as now and the foreseeable future. It consists of a large pivot and a small pivot.

The owners request to rearrange the lot configuration to utilize the high and dry ground around the pivots and reduce the total number of lots seems to be a common sense request and will not negatively impact my ability to continue my operation. Reducing the number of lots is actually a positive.

Thank you for your consideration,

Mike Wagner

To Whom it May Concern,

I am writing to give some background on the history of the property under consideration for a Development Agreement modification shown as D A 2017-000927.

I am in favor of said modification and offer the following:

The first owner of the subject property was Glen Olsen.
I represented Glen for a number of years as he tried to organize his affairs for his families benefit.

Glen drew a lot in the opening of Black Canyon Irrigation's project in 1951. He cleared the sagebrush with fire, and as many at that time, would have lost the farm if he and his wife did not seek employment away from the farm. He kept at it and around 2012 he decided to sell some of the farm to be able to provide for his children. He entered into the current D.A. along with the owners of the property he had sold. He intended to perfect a couple lots for some of the kids and hoped some of them would carry on at the old homestead.

It turned out that none of the kids took an interest and after Glen passed away they sold the remainder of the property, which is the subject of the requested modification.

Now there is interest by others to separate the old homestead and develop some additional homesites on the dry, unirrigated portion of the current land. There will be no impact to the irrigated portion of the property as evidenced by the letter from the farm operator.

By utilizing the high and dry ground it will open opportunities for others to actually utilize the lots for production of garden produce and F.F.A. and 4H projects, whereas it now produces weeds and fire danger.

I have heard that there is an opinion out there that dry graze, like the subject property is viable agriculture. This could not be further from the truth for too many reasons to articulate, whereas it could produce viable gardens which can generate substantial dollar values, and benefits to homeowners.

This request will reduce the total number of allowable lots by 18, which should be supported by everyone.

To not approve this request would be to me like cutting off one's nose to spite ones face.

Having known Glen and his daughter that was his trustee, I can confidently say that he would have been in favor of this request. His first choice was to have family carry on but that did not work out, so I believe he would favor this option.

Sincerely,

Alan D. Mills

Exhibit E2.1

We are property owners, farmers and farm operators in Canyon County. We understand and except that growth is coming.
We believe that development should be allowed on the higher view property that is rolling, has sandy or calcarious soil or hardpan. These less productive soils are more expensive to farm requiring more fertilizer with lower returns. It is our contention that farmers are much less likely to want to develop land they are making money on. With lofty well drilling costs it is not feasible to drill deep irrigation wells when commodity prices are so low. This approach helps meet development demand and reduce demand on the beautiful productive land that is being developed in the cities.

By signing below, we acknowledge that we have read and agree with the above statement.

Signature.	Printed Name	Address	# of acres farmed
John Williamson	John Williamsan	19500 E+ A3,Tr Ln. Caldwell 83607	425 acres
Tim Kristovich	Tim Kristovich	6211 Cleveland Caldwell 83607	76 acres
Tony Weitz	Tony Weitz	614 E Elm 83605 Caldwell ID.	1200 acres
Richard McIntyre	Richard McIntyre	908 Quail PL 83607 Caldwell	Retired Farmer
Richard Kinchelow	RICHARD KINCHELOE	CALDWELL, ID	Retired Farmer

Exhibit E2.1

We are farmers and agricultural operators in Canyon County. We understand and accept that growth is coming to Canyon County. Development in the county outside cities should be allowed on the higher, rolling, and/or dry ground that is less productive and more expensive to farm. This approach helps meet demand and reduce development pressure on the viable best suited land, much of which is being consumed by the cities.

By signing below, we acknowledge that we have read and agreed with the above.

Signature	Printed Name	Address	Acres Farmed
Howard VanSlyke	[illegible]	22775 Homedale Rd. Wilder ID 83676	400
[illegible]	H. David Christensen	18250 VanSlyke Rd Wilder	2,250
[illegible]	Dwayne Fisher	17555 Hwy 95, Wilder, ID	1,350
[illegible]	Jake De Ruyter	18728 Tucker Road Caldwell, ID	[redacted] 400±
[illegible]	Mark De	21140 Notus Rd Greenleaf Id	1000+

We are farmers and agricultural operators in Canyon County. We understand and accept that growth is coming to Canyon County. Development in the county outside cities should be allowed on the higher, rolling, and/or dry ground that is less productive and more expensive to farm. This approach helps meet demand and reduce development pressure on the viable best suited land, much of which is being consumed by the cities.

By signing below, we acknowledge that we have read and agreed with the above.

Signature	Printed Name	Address	Acres Farmed
Mike Wagner	MIKE WAGNER	25838 N. Middleton Rd. Mid	5,000
Greg Payne	Greg Payne	24295 Farmway Rd Caldwell, ID	900
Jerry Payne	Jerry Payne	27333 Fountain Rd. Parma ID	800
[signature]	SPENCER KOFOED	8454 BROOKHAVEN PL, MIDDLETON	120
[signature]	DAVID L. PALFREYMAN	2001 N FIFESHIRE PLACE, BOISE	500

EXHIBIT F

DRAFT – Findings of Fact, Conclusions of Law & Order (FCOs)

Planning & Zoning Commission

Case# PH2016-61-MOD

Hearing date: March 19, 2026

PLANNING AND ZONING COMMISSION

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

In the matter of the application of:
Tradition Capital Partners, LLC and Austin Acres, LLC – PH2016-61-MOD

The Canyon County Planning and Zoning Commission considers the following:

1) Development Agreement Modification to amend condition No. 5.b for Property 1 and No. 3.b for Property 2 of DA 17-001 (Instrument No. 2017-000927).

2) The subject property is located at 17506 and 0 Goodson Rd., Caldwell, ID 83607, also referenced as Stadium Subdivision, including the entirety of Stadium Subdivision No. 2, Phase 1, and Parcels R37887100, R37887101, R37887103, and R37887102, a portion of Section 18, T5N, R3W, BM, 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 PH2016-61-MOD.

      1. All exhibits can be found in the case staff report dated March 19, 2026.

   B. DA No. 17-001 was recorded January 6, 2017, in conjunction with rezone application CPR2009-1 (**Staff Report Exhibit A.8**).

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 §07-06-01 (Initiation of Proceedings), CCCO §07-06-07(7) (Conditional Rezone Development Agreement Provisions), Idaho Code §67-6509 (Recommendation and Adoption, Amendment, and Repeal of the Plan), and §67-6519 (Application Granting Process).

   a. Notice of the public hearing was provided per CCCO §07-05-01 and Idaho Code §67-6509.

   b. **CCCO §07-06-07(7)F:** The presiding party shall review the particular facts and circumstances of the proposed development agreement modification. The presiding party shall apply the following standards when evaluating the proposed development agreement modification:

      A development agreement by a developer concerning the use or development of the subject parcel may be modified only by permission of the board after complying with the notice and hearing provisions of Idaho Code section 67-6509. The modification proposal must be in the form of a revised development agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

2. The commission has the authority to exercise powers granted to it by the Idaho Local Land Use and Planning Act ("LLUPA") and can establish its own ordinances regarding land use, including subdivision permits. *See* I.C. §67-6504, §67-6511.

3. The commission shall have those powers and perform those duties assigned by the board that are provided for in the local land use planning act, Idaho Code, title 67, chapter 65, and county ordinances. CCCO §07-03-01, 07-06-05.

4. The burden of persuasion is upon the applicant to prove that all criteria are satisfied. CCCO §07-05-03.

5. Idaho Code §67-6535(2) requires the following: The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record. The County's hearing procedures adopted per Idaho Code §67-6534 require that final decisions be in the form of written findings, conclusions, and orders. CCCO 07-05-03(1)(I).

The application, PH2016-61-MOD, was presented at a public hearing before the Canyon County Planning and Zoning Commission on March 19, 2016. 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:

Development Agreement Modification

Standards of Evaluation – (CCCO §07-06-07(7) F: The presiding party shall review the particular facts and circumstances of the proposed development agreement modification. The presiding party shall apply the following standards when evaluating the proposed development agreement modification:		
County Ordinance and Review		
Criteria Met?	**Code Section**	**Criteria**
No	**07-06-07(7)F**	**A development agreement by a developer concerning the use or development of the subject parcel may be modified only by permission of the board after complying with the notice and hearing provisions of Idaho Code section 67-6509. The modification proposal must be in the form of a revised development agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.**
Analysis	Staff finds that the requirements of 07-06-07(7)F have not been fully met. **Notice and Hearing Provisions** The hearing for the proposed amendments was noticed as required under the provisions of Idaho Code 67-6509 and CCZO §07-05-01. **Revised Development Agreement** The applicant provided a revised Development Agreement (**Exhibit A.6**) with the following proposed amendments: **Condition 5.b (Property 1)**: The conditions applicable to Property 1, Section 5.b, are proposed to be amended to reduce the maximum number of residential parcels from one hundred seventy-eight (178) to one hundred thirty-eight (138). Condition 5.b, as currently written in DA No. 17-001: *Property 1 shall be permitted a maximum of 178 residential parcels with a minimum average lot size of 1.25 acres. Other than the maximum residential lot count and minimum average lot size as noted above, the Subject Property shall be developed in accordance with the terms of this Development Agreement and the applicable Canyon County Code provisions for Rural Residential zoned land.* **Condition 3.b (Property 2):** The conditions applicable to Property 2, Section 3.b, are proposed to be amended, repealed, and replaced in their entirety to read as follows: *Property 2 shall be limited to up to 14 residential parcels, including the existing home. The minimum average lot size of the residential*	

parcels on Property 2 shall be two acres. The 14 residential parcels on Parcel 2 are to be located on Property 2 in substantial conformance with the Site Plan attached hereto as Exhibit C.

Condition 3.b, as currently written in DA No. 17-001: *The Property 2 shall [be] limited to up to two additional residential parcels or lots for a total of three residential parcels or lots, including the existing home.*

Necessity of the Request

A complete application was submitted that includes a revised Development Agreement and a letter of intent outlining the applicant's rationale for the requested amendment (**Exhibits A.2 and A.6**). In the letter, the applicant states that the amendment is consistent with the original agreement because it locates residential lots on dry land and preserves land currently used for agricultural purposes. The applicant further contends that the proposed overall reduction in density is supported by surrounding property owners, as reflected in testimony from prior hearings. According to the applicant, an amendment to the Development Agreement is required for this reduction to be binding (**Exhibit A.2**).

The applicant initially asserted that the requested modifications would result in a net reduction of 29 residential parcels across the entire property compared to Development Agreement No. 17-001 (**Exhibit A.2**). However, while the agreement allows a maximum of 178 residential lots on Property 1, it does not guarantee that this number is feasible. The maximum lot count did not account for roadways or other necessary improvements, such as stormwater drainage, septic systems, wells, irrigation, or pathways. Given that Property 1 consists of approximately 222 acres with a minimum average lot size of 1.25 acres, the development of 178 lots would leave no land available for roads. As a result, construction of 178 lots on Property 1 is not physically feasible under the existing agreement. The maximum lot count also did not account for hillside development requirements (**Exhibit B2.14 and B2.15**). The Preliminary Plat for Stadium Subdivision No. 2 (SD2020-0027), approved by the Board of County Commissioners on April 17, 2022, depicts 136 residential lots on Property 1 (**Exhibit B3.8**). The approved preliminary plat allocates 22.57 acres for street right-of-way, 1.72 acres for common lots, and 197.5 acres for residential lots, resulting in an average lot size of 1.45 acres (**Exhibit B3.8**). Because the preliminary plat includes roadways and other necessary infrastructure, it likely represents a more realistic estimate of buildout capacity under Development Agreement No. 17-001.

Additional comments from the applicant indicate that Horrocks Engineering conducted an analysis and concluded that, considering roads and topography, the property could accommodate 165 residential lots on Property 1 (**Exhibits A10.1 and A10.3**). However, this 165-lot design was never submitted as a preliminary plat, and it is unclear whether the design would meet agency standards for septic systems, public roadways, drainage, required pathways, or other subdivision requirements. In addition, the 165-lot concept does not easily identify the average lot size, making it unclear whether it would meet the 1.25-acre minimum average lot size required by the development agreement on Property 1 (**Exhibit A.8**). If the applicant were to submit a new preliminary plat depicting the 165-lot design and subsequently submit final plats for each phase, perhaps 165 lots could be developed on Property 1. However, until complete plans are reviewed by all applicable agencies, it is difficult to determine if a revised preliminary plat under the current agreement would result in more lots overall than the 152 proposed in the development agreement modification.

The applicant proposes 14 residential lots on Property 2, which was intended to accommodate only three (3) residential lots. Development on Property 2 was intentionally restricted to preserve agricultural land and open space, with additional development capacity instead directed to Property 1. The original proposals in 2007 and 2010 allowed for a maximum of 103 lots across the entire development. Without the Development Agreement, Rural Residential standards would allow for Property 1 to be subdivided into 111 residential lots without consideration for roads and other infrastructure. Through clustered development, Development Agreement No. 17-001 allowed approval of a preliminary plat containing 33 more lots on Property 1 than were originally approved for the entire development. Allowing additional development on Property 2 would diminish the intended benefits of the clustered development.

The applicant has stated that the proposed 14 residential lots on Property 2 would be limited to dryland areas and would preserve the existing irrigation pivots. The farmer currently managing the irrigated pivots and associated crop land has indicated that the proposed modification will not hinder agricultural operations

	(**Exhibit E.1**). The applicant also notes that the previous owners of Property 2 farmed the land and intended to limit development in this area to three lots for family use (**Exhibit A10.3**). Because those owners have since relocated, the applicant contends that the dryland area is better suited for residential development, and the proposed site plan for the modification will consolidate access on Property 2. The proposed modification will also allow the current renter of the farmhouse to purchase the property where they reside (**Exhibit A10.3**). However, staff does not find these circumstances rise to the level of a necessity that would justify modification of the Development Agreement. Additional development rights were granted under the 2012 agreement and carried forward into the 2017 agreement with the understanding that Property 2 would remain primarily farmland and open space (**Exhibits B3.5, B3.6, B3.7, and A.8**). Under the current Development Agreement, the applicant can replat Property 2 to sell off the existing farmhouse on a smaller lot to the current renter while still limiting the total development on Property 2 to no more than three (3) residential lots. Staff finds that the applicant has not demonstrated a compelling need to amend the Development Agreement beyond a desire to increase the extent of land available for residential development.

Order

Based upon the Findings of Fact, Conclusions of Law and Order contained herein, the Planning and Zoning Commission recommends **denial** of Case # PH2016-61-MOD, a development agreement modification.

Pursuant to Idaho Code Section 67-6519, the following actions may be taken to obtain approval:

1. The applicant can wait until conditions necessitate a modification of the Development Agreement.

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 4

Planning and Zoning Commission Staff Presentation

-

Board of County Commissioners

Case# PH2016-61-MOD

Hearing Date: September 2, 2026

DA Modification DA17-001 PH2016-61-MOD

APPLICANT: JAY GIBBONS

OWNER: TRADITION CAPITAL PARTNERS, LLC & AUSTIN ACRES, LLC

Exhibit 4

REQUEST: THE APPLICANT IS REQUESTING A MODIFICATION TO DA17-001

Condition 5.b (Property 1)

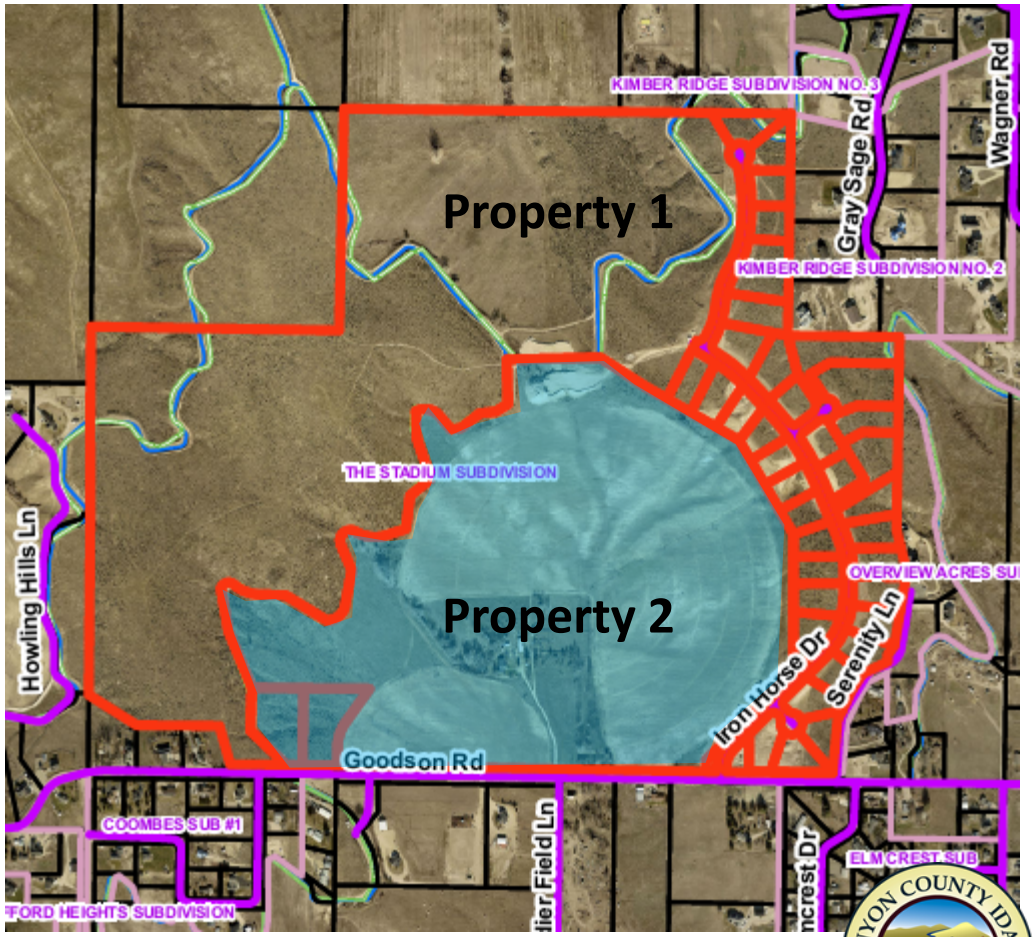
Reduce the **maximum number of residential parcels from 178 to 138.**

Current (DA 17-001): *Property 1 shall be permitted a maximum of 178 residential parcels with a minimum average lot size of 1.25 acres. Other than the maximum residential lot count and minimum average lot size as noted above, the Subject Property shall be developed in accordance with the terms of this Development Agreement and the applicable Canyon County Code provisions for Rural Residential zoned land.*

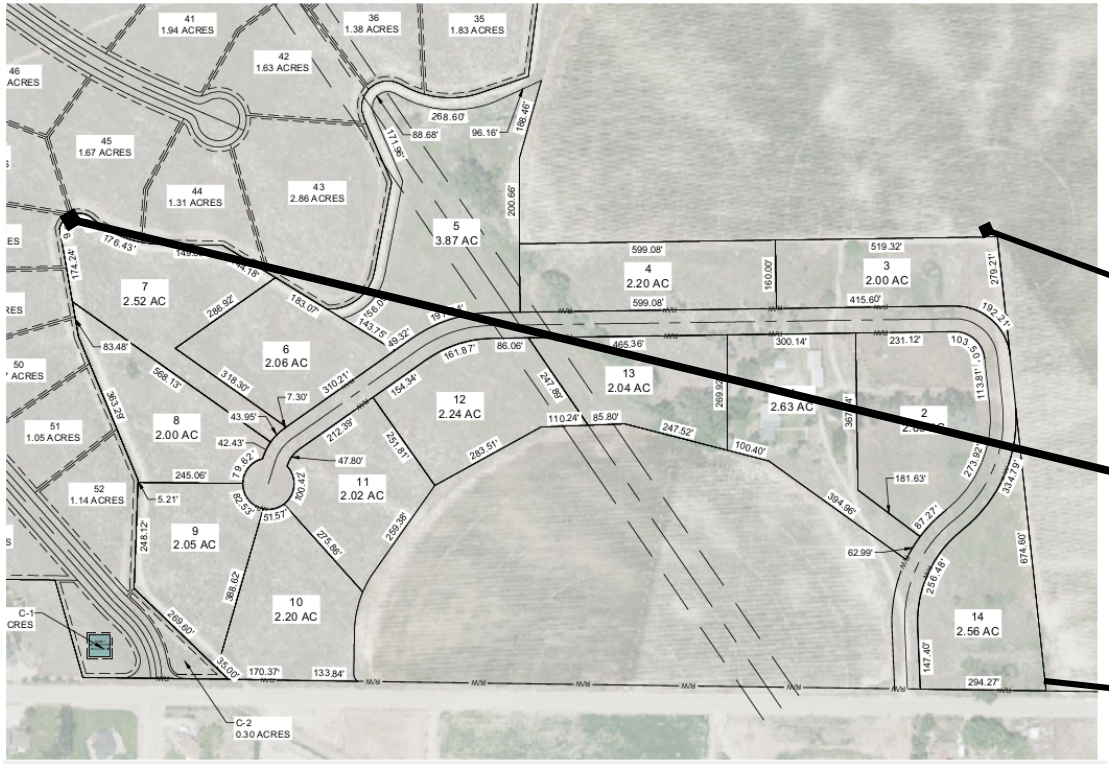
Condition 3.b (Property 2)

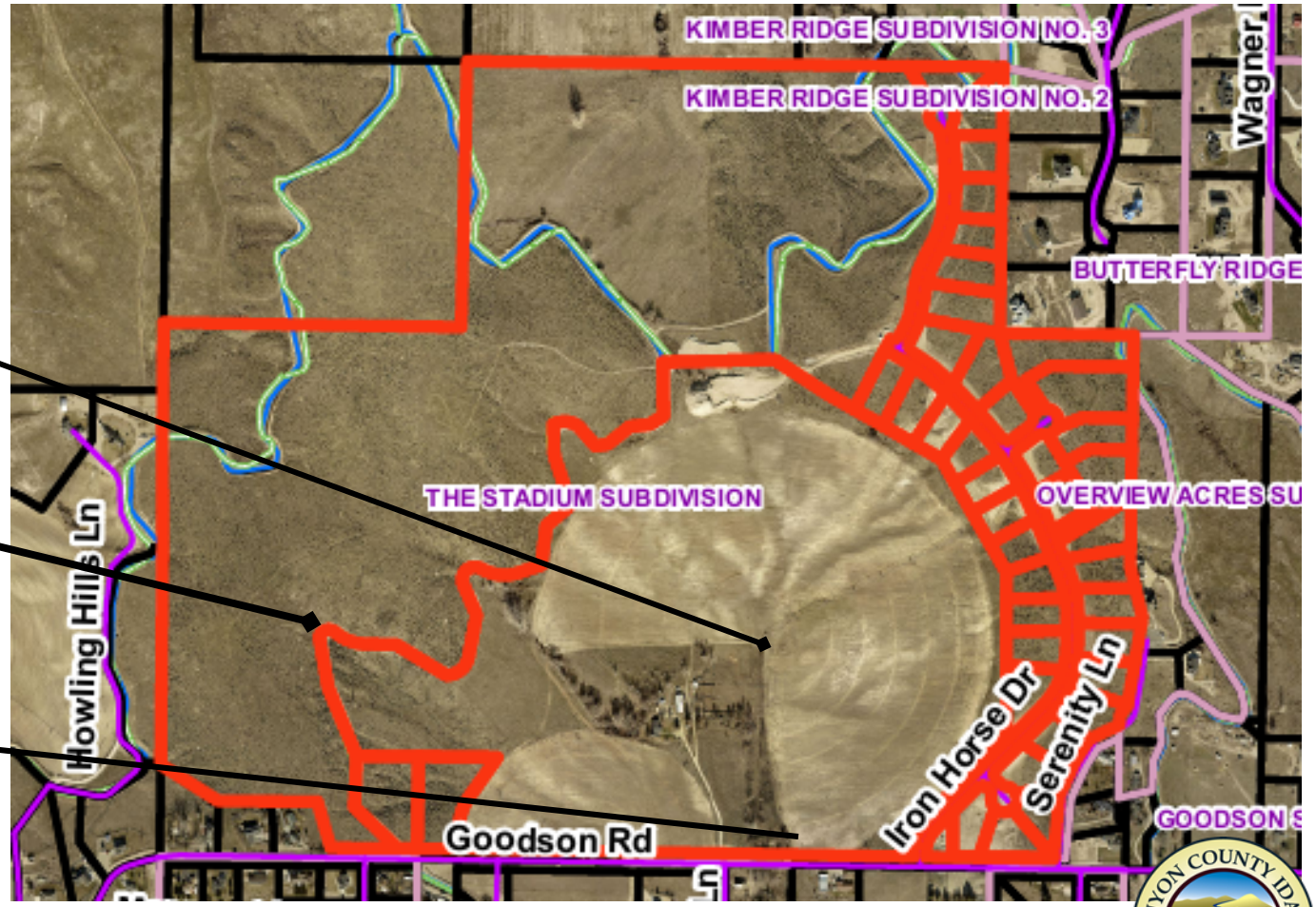
Amend, repeal, and replace to **allow for a total of 14 residential lots instead of 3**, with a minimum average lot size of two (2) acres in substantial conformance with the site plan.

Current (DA 17-001): *The Property 2 shall [be] limited to up to two additional residential parcels or lots for a total of three residential parcels or lots, including the existing home.*



REQUEST: THE APPLICANT IS REQUESTING A MODIFICATION TO DA17-001





GENERAL BACKGROUND

October 18, 2007 – Conditional Use Permit (CUP2007-46) was approved to divide 364 acres into **103 residential lots** with a minimum lot size of 3 acres.

September 29, 2010 – BOCC approved comprehensive plan map amendment and conditional rezone of 373 acres from "A" Agricultural Zone to the "CR-R-R" Rural Residential Zone (CPR2009-1).

October 13, 2010 – DA No. 10-104 recorded – limiting development north of Goodson Rd. to a **maximum of 103** residential lots, with a minimum average lot size of 3.48 acres based on gross acreage.

November 21, 2012- Conditions 3a, 5b, and 5c of DA No. 10-104 were modified (CR-PH2012-1002) – DA No. 12-147 clustered development, allowed for more lots, and preserved farmland. Three (**3) residential lots** permitted on 133 acres (Property 2), the remainder (Property 1) allowed to develop to the "R-R" standards (entire property north of Goodson was included in the calculation – **approx. 178 lots**).

January 5, 2017 – DA No. 17-001, contains 18 conditions and sub-conditions divided among three properties. Including conditions 5.b permitting a maximum of **178 residential lots** with a minimum average lot size 1.25 acres on **Property 1**, and condition 3.b limiting **Property 2 to a total of three (3) residential lot**s.

April 17, 2022 – Stadium Subdivision No. 2 Preliminary Plat approved by BOCC with **136 residential lots** on Property 1.

July 15, 2025 – Applicant applied for a development agreement modification.

EVALUATION CRITERIA (07-06-07(7)F):

A development agreement by a developer concerning the use or development of the subject parcel may be modified only by permission of the board after **complying with the notice and hearing provisions of Idaho Code section 67-6509**. The modification proposal must be in the form of a **revised development agreement** and must be accompanied by a **statement demonstrating the necessity for the requested modification**.

EVALUATION CRITERIA: NECESSITY OF REQUEST

DA No. 17-001- Condition 5.B for Property 1 establishes a maximum number of 178 lots

- (Does not account for roads, drainage, hillside, septic systems, well placements, irrigation, or pathways.
- 222 acres of property 1 with 1.25 acres minimum lot size would leave no room for roads if 178 lots were developed.

Stadium Subdivision No. 2 Preliminary Plat approved in 2022 with 136 residential lots on Property 1

Stadium Subdivision No. 2 Preliminary Plat

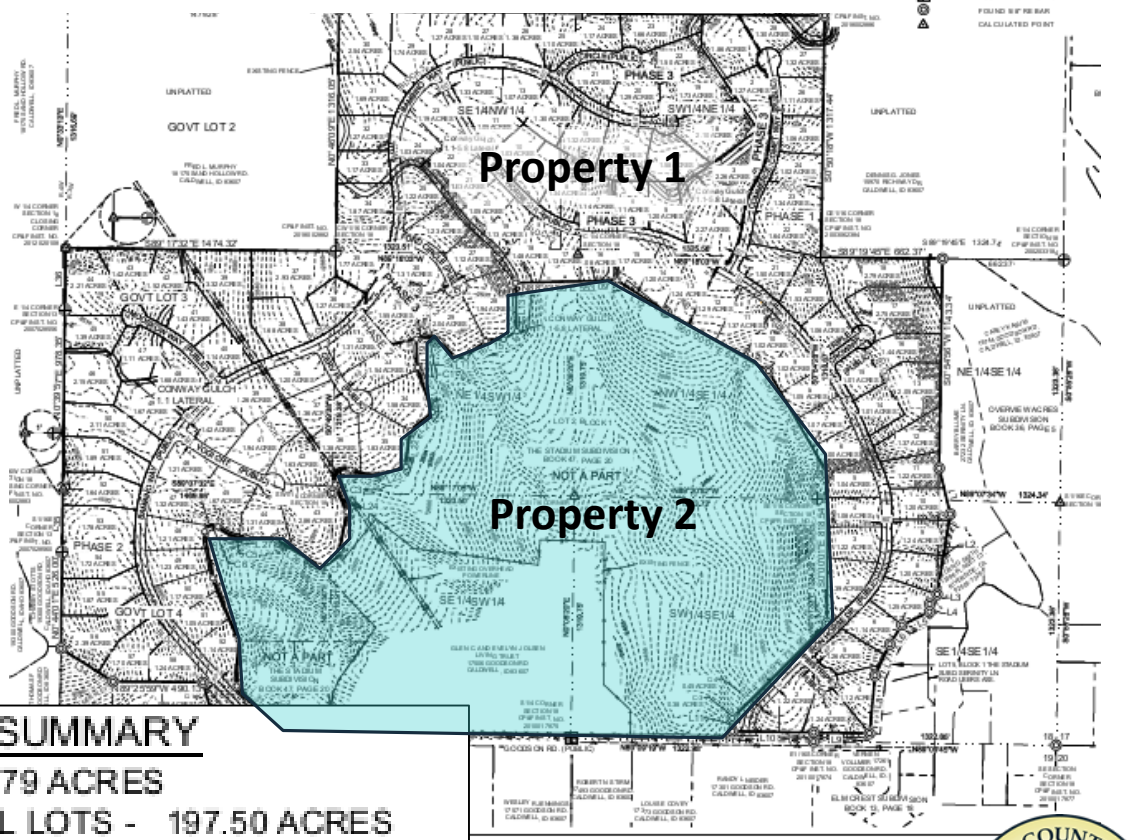


Exhibit 4

EVALUATION CRITERIA: NECESSITY OF REQUEST

- DA No. 12-147 and No. 17-001 allowed for approval of a preliminary plat with 33 more lots on Property 1 than what was originally approved for the entire development.

- The proposed modification will erode the intended clustering of development.

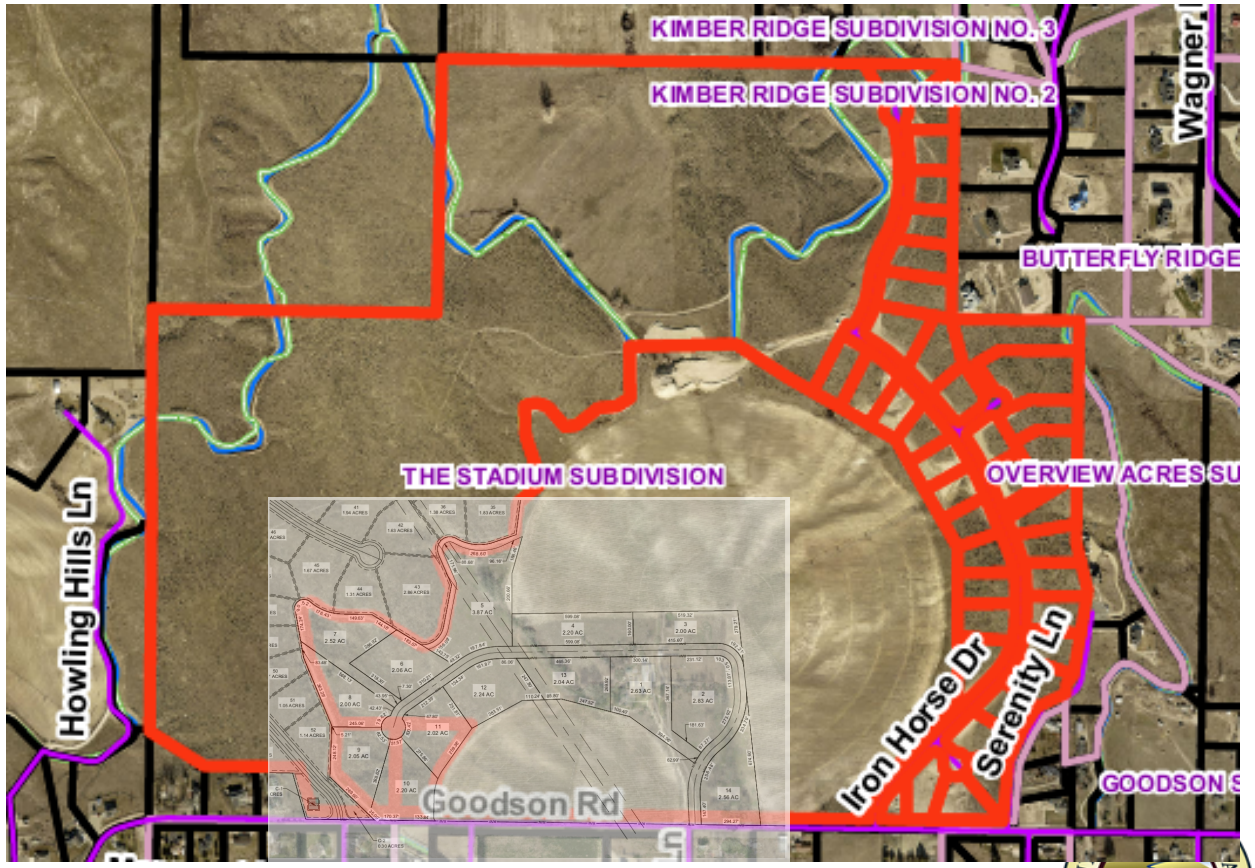






Exhibit 4





Exhibit 4

NOTIFICATION (07-05-01) & COMMENTS:

Neighbors within 600’ were notified on February 12, 2026:

- Two (2) public comments connected to the applicant were received

Agency notice was sent on July 25, 2025, and February 12, 2026, with a materials deadline of March 9, 2026, for the Planning and Zoning Commission Hearing. Staff received comments from the following agencies:

- Notus Parma Highway District, Middleton School District, Idaho Transportation Department, and Southwest District Health

RECOMMENDATION & CONDITIONS:

In consideration of the application, staff concludes that the proposed development agreement modification ***is not compliant*** with Canyon County Ordinance Section 07-06-07(7)F. A full analysis is detailed within this staff report.

Staff recommends maintaining the development agreement as currently written.

Questions?

Exhibit 4

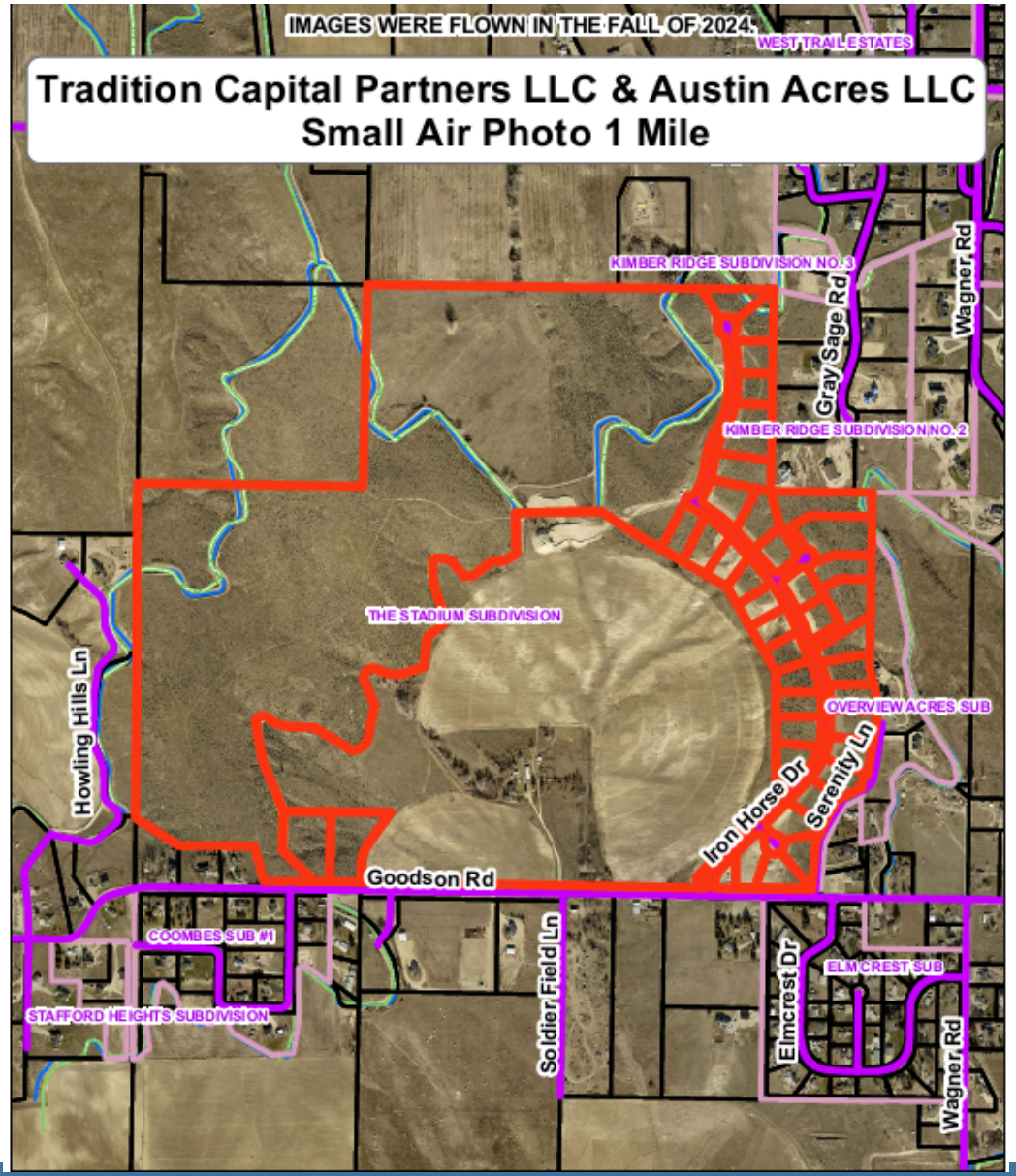


Exhibit 4

	2007-2010 DA 10-104	2012 DA 12-147	2017 DA 17-001	Approved Preliminary Plat	Requested DA Mod	Horrocks 2026 Concept
Property 1		178 max	178 max	136	138	165
Property 2		3	3	3	14	3
Total Res Lots	**103**	**181 max**	**181 max**	**139**	**152**	**168**

EXHIBIT 5

Additional Applicant Supporting Materials: August 24, 2026

-

Board of County Commissioners

Case# PH2016-61-MOD

Hearing Date: September 2, 2026

Karla Nelson

From: Jay Gibbons <[redacted]
Sent: Monday, August 24, 2026 9:28 AM
To: Karla Nelson
Subject: Re: [External] RE: PH2016-61-MOD

Karla, please remove me from the mailing list.
Thanks,
Jay

On Aug 24, 2026, at 8:48 AM, Karla Nelson <Karla.Nelson@canyoncounty.id.gov> wrote:

Thanks Spencer,
This looks good. I'll look forward to your letter before the end of the day.

<image001.png>
Karla Nelson, AICP
Principal Planner
Canyon County Development Services Department
111 N. 11th Ave., #310, Caldwell, ID 83605
Direct Line: 208-455-6036
Email: Karla.Nelson@canyoncounty.id.gov
Website: www.canyoncounty.id.gov

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.

From: Spencer Kofoed <[redacted]>
Sent: Friday, August 21, 2026 4:40 PM
To: Karla Nelson <Karla.Nelson@canyoncounty.id.gov>; '[redacted]
Subject: RE: [External] RE: PH2016-61-MOD

Karla-

Attached is the PowerPoint presentation I'd like to present at the September 2nd hearing.

Please let me know if it makes sense to you and if you have any feedback or questions, please feel free to reach out.

My updated letter will be to you by Monday.

Thanks,
Spencer

From: Karla Nelson <Karla.Nelson@canyoncounty.id.gov>
Sent: Monday, August 17, 2026 2:56 PM
To: Spencer Kofoed [redacted]; '[redacted]
Subject: RE: [External] RE: PH2016-61-MOD

That sounds good. Please email me the letter and/or PowerPoint before end of day on Monday.

<image001.png>
Karla Nelson, AICP
Principal Planner
Canyon County Development Services Department
111 N. 11th Ave., #310, Caldwell, ID 83605
Direct Line: 208-455-6036
Email: Karla.Nelson@canyoncounty.id.gov
Website: www.canyoncounty.id.gov

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.

From: Spencer Kofoed <[redacted]>
Sent: Monday, August 17, 2026 2:54 PM
To: Karla Nelson <Karla.Nelson@canyoncounty.id.gov>; '[redacted]
Subject: RE: [External] RE: PH2016-61-MOD

Understood and I misspoke by saying a new "application". I'm not changing my request, so I just plan to supplement with an additional letter and updated Power Point slide. I am amendable to adjustments by the commissioners and that's what I'll discuss.

Thanks,
Spencer

From: Karla Nelson <Karla.Nelson@canyoncounty.id.gov>
Sent: Monday, August 17, 2026 2:40 PM
To: Spencer Kofoed [redacted]
Subject: RE: [External] RE: PH2016-61-MOD

Hi Spencer,
If you are planning on changing your request, it might have to go back through the public hearing process with the Planning and Zoning Commission. Monday is the material deadline, so I can't accept anything after that date for the hearing. You can supplement your request with an additional letter explaining your situation and an updated PowerPoint. You can state that you would be amenable to adjustments to the request, but if you submit a whole new application, we could be looking at going back through the hearing process with the Planning and Zoning Commission.

Thanks,

<image001.png>
Karla Nelson, AICP
Principal Planner
Canyon County Development Services Department
111 N. 11th Ave., #310, Caldwell, ID 83605
Direct Line: 208-455-6036
Email: Karla.Nelson@canyoncounty.id.gov
Website: www.canyoncounty.id.gov

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From: Spencer Kofoed <[redacted]>
Sent: Monday, August 17, 2026 2:34 PM
To: Karla Nelson <Karla.Nelson@canyoncounty.id.gov>; [redacted]
Subject: [External] RE: PH2016-61-MOD

Thanks for the reminder Karla.
Jay moved to Utah and Alan will be out of town. Not sure about Mr. Lakey. I plan on representing myself this go around.
I plan on creating a new, concise application for the commissioners.
I'll do that this week and then I'd love to run over it with you if you have time.
Do you have time next Monday to meet?
Thanks,
Spencer Kofoed

From: Karla Nelson <Karla.Nelson@canyoncounty.id.gov>
Sent: Friday, August 14, 2026 2:54 PM
To: [redacted]
Subject: RE: PH2016-61-MOD

Spencer and Jay,

Just a reminder that your Board hearing is coming up on September 2, 2026, at 1:30 pm. The materials deadline is Monday, August 24, 2026, end of business day. If you want to provide any additional materials, including a PowerPoint presentation, I will need that material by August 24. You two are the only names actually listed on the application. If Mr. Lakey or others are representing you in the case, please ensure that they are aware of the deadline.

Thank you,

<image001.png>
Karla Nelson, AICP
Principal Planner

Exhibit 5.b

DEVELOPMENT AGREEMENT MODIFICATION

PH2016-61-MOD

Canyon County Board of Commissioners • September 2

Spencer Kofoed
President, Tradition
spencer@tcpidaho.com

Exhibit 5.b

01 Background

In July 2022, Tradition purchased 133 acres from the Glen & Evelyn Olsen Living Trust, relying on the property's RR zoning and the Development Agreement already in place.

Because Tradition planned to add more 2+ acre lots to the non-farmable ground, Spencer Kofoed made an agreement with Tony Myers, a Middleton School District teacher who planned to move out of the school district in search of more affordable land.

The Myers family has fixed up the original farmhouse and helped clean up the old Stirm property across the road, an eyesore in the County for decades.

Before



After



Exhibit 5.b

02 Net Reduction in Buildable Lots

The original Development Agreement allows 181 (178 in Stadium Subdivision [240 acres] and 3 for the Olsen Property [133 acres]) buildable lots across 373 acres. Due to topography and layout constraints, Stadium Sub platted 136 building lots. In conjunction with the existing 3 permits for the Olsen property, the requested modification totals 149 – a net reduction of 32 building lots from the approved 181.

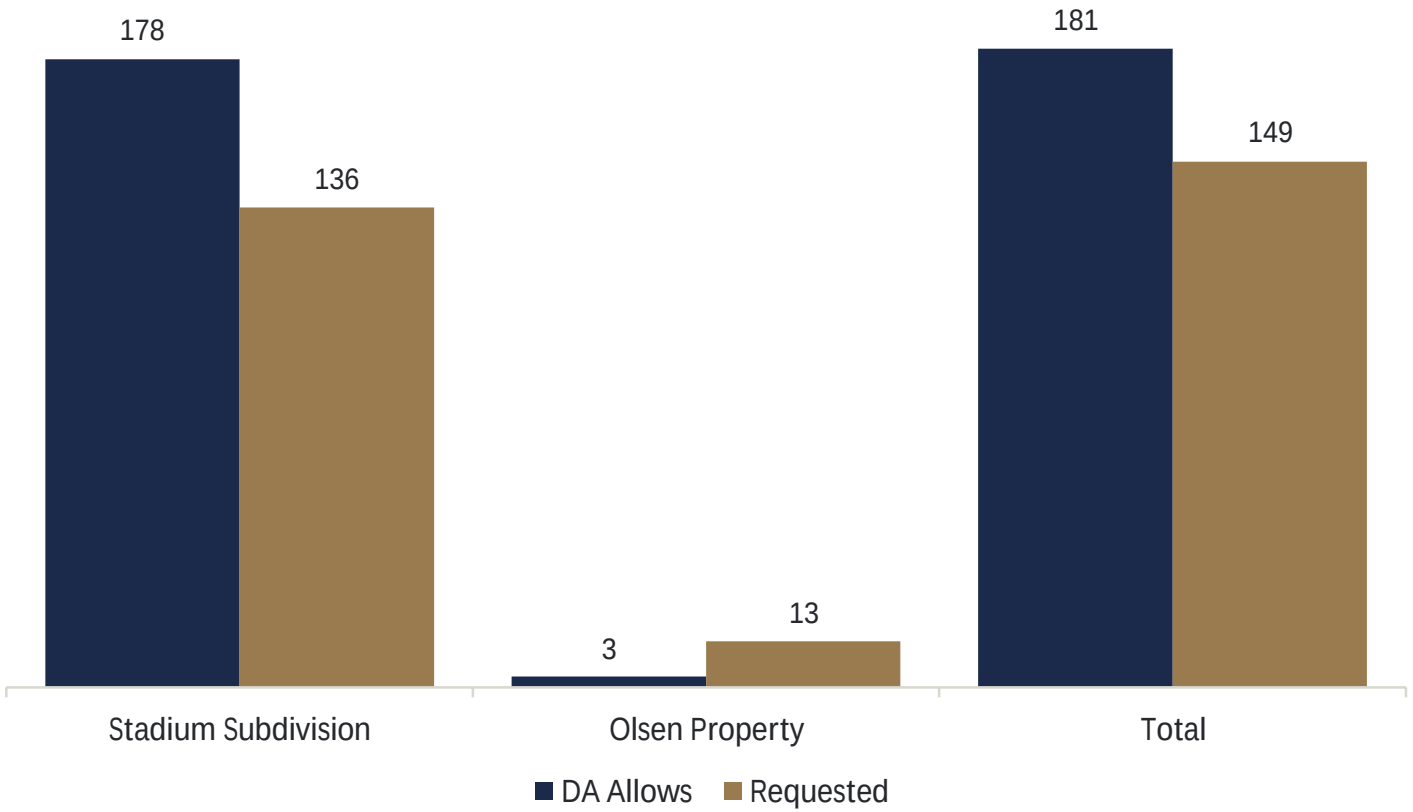


Exhibit 5.b

03

Best Use of Non-Farmable Ground

1

Small Acreage Farms

The non-farmable ground is best suited to families like the Myers — space for gardens, animals, and room to grow.

2

Houses on Less Desirable Land

New lots sit on ground already unsuited to row-crop farming, keeping the disturbance footprint small.

3

Productive Land Stays Productive

Concentrating development on non-farmable acreage preserves the County's more valuable farmland for actual farming and gives room for staging farm equipment.

Exhibit 5.b

Proposed modification area



Proposed modification area

- Lot 14 – non-buildable lot used for Farm Equipment Staging



04 Keeping Productive Farming Operations Going

~84

ACRES

in two productive pivots, committed to remain active farmland long-term.

Long-term farm commitment offered as part of this modification.

Two Active Pivots

The two productive center-pivot fields on the property continue as working farmland under the proposed layout — not converted to lots.

Lot 14 — Farm Staging Area

Lot 14 of the proposed amendment is offered as a dedicated staging area so equipment can move easily between the two pivots.

Exhibit 5.b

05 A Safer, Simpler Access Point

The proposed layout removes an access point off Goodson Road, consolidating traffic onto the historical entrance to the old Olsen home.

BEFORE

Two access points

A Goodson Road access point serves the two 2.7-acre lots on the old Olsen property, in addition to the historical entrance.

AFTER

One consolidated access point

All traffic for the 13 lots on non-farmable ground routes through the historical access point to the old Olsen home — the Goodson Road access point is eliminated.

Exhibit 5.b

06

A New Community Amenity

Community Riding Arena

Stadium Subdivision already features a riding path that loops the entire property for the community's use.

This proposal adds a community riding arena on non-farmable ground — a new amenity that augments the existing horse path, benefiting Stadium Subdivision, the old Olsen property, and the surrounding community alike.



Exhibit 5.b

07

Honoring the Spirit of the Original Agreement

The Olsen Family

Wanted to keep farming and provide building pads for their two children — hence the original 3 building lots.

Circumstances Changed

The parents passed away and their children moved away from the farm, leaving the original intent unmet.

Tradition & the Myers

We want to keep the farming going and add a few additional lots for the Myers family and their children.

Retains original DA intent of clustering the development

All developed land will be on pre-established, non-farmable land.

We've beautified this area — including the old Stirm property, an eyesore for decades — and want to keep creating attractive properties where young families can raise animals, tend gardens, and grow and the community can enjoy added amenities.

Exhibit 5.b

Our Request

We respectfully ask Canyon County Development Services to approve this modification.

- ✓ Reflects changed circumstances since the original agreement
- ✓ Remains under the lot allocation of the current DA
- ✓ Add's a new community amenity and increases accessibility of farming activity
- ✓ Commits to continued agricultural operations on ~84 acres
- ✓ Applicant is **amendable to adjustments** to this request from the Commissioners. Applicant's main goal is to fulfill commitments made to the Myers family allowing them to get an affordable loan on the home they improved and live in.

Thank you for your time and consideration. We look forward to working with you through the review process.

Spencer Kofoed • President, Tradition • spencer@tcpidaho.com

Exhibit 5.b

Letter re: PH2016-61-MOD: Sept 2, 1:30 pm, with Canyon County Commissioners

Canyon County Commissioners-

I purchased 133 acres from the Glen & Evelyn Olsen Living Trust in July of 2022. I paid a premium for the land based on it being zoned RR. I relied on my realtor's understanding of the land and the Development Agreement in place and believed that it would be a simple process to add more 2+ acre lots to the non-farmable ground on the old Olsen property.

Based on that understanding, I made an agreement with a Middleton school teacher who was considering leaving our area to find more affordable land elsewhere. We negotiated a deal so he was able to stay here in the Middleton School District by moving his family to old Olsen farmstead. Tony and Sara Myers moved out to the farm in 2022 with their six children. They have fixed up the original farmhouse and helped clean up the Stirm property across the road that has been an eyesore in the County for many decades. We love having them there.

Staff's presentation for the P&Z hearing gave me a new understanding of the property and its history and the Development Agreement in place. Based on this new understanding, I would like to clarify my requests in this application:

1) TOTAL NUMBER OF BUILDABLE LOTS:
   - The current Development Agreement allows for 178 buildable lots in Stadium Subdivision (240 acres) and 3 building permits for the Olsen property (133 acres). That is a total of 181 building lots on 373 acres.
   - Stadium Subdivision ended up only platting 136 building lots because of topography and layout constraints.
   - The Olsen property still has just 3 building lots.
   - TOTAL BUILDABLE LOTS ALLOWED BY THE DA = 181 (Stadium – 178; Olsen – 3)
   - TOTAL REQUESTED LOTS WITH DA MODIFICATION = 149 (Stadium – 136; Olsen 13)

2) BEST USE OF NON-FARMABLE GROUND
   - We believe the best use of the non-farmable land would be for families like the Myers and their children to have small acreage farms for gardens and animals.
   - This theoretically puts houses on less desirable land and saves more productive land for farming.

3) KEEPING PRODUCTIVE FARMING OPERATIONS GOING
   - We plan to keep the two productive pivots on approximately 84 as active farms and are willing to agree to keep these as active-farms for the long-term.
   - We are also willing to keep Lot 14 of the proposed amendment as a farm staging area for equipment to easily move between the two productive pivots.

4) ELIMINATE AN ACCESS POINT OFF OF GOODSON ROAD
   - The proposed new lot layout would eliminate an access point off of Goodson road that serves the two 2.7 acre lots on the old Olsen Property. We would feed all traffic for the lots (13) on the non-farmable ground to the historical access point going to the old Olsen home.

5) ADD A RIDING ARENA FOR THE COMMUNITY
   - Stadium Subdivision has a riding path around the whole property for the community. We are proposing to add a community riding arena on a non-farmable area to augment the horse path amenity. This would benefit both the Stadium Subdivision, old Olsen property, and the surrounding community.

6) TRYING TO KEEP THE SPIRIT OF THE CURRENT DEVELOPMENT AGREEMENT
   - The Olsen family wanted to continue to farm and have building pads for their 2 children, hence the 3 building lots. The parents died and the children moved away from the farm.
   - We would like to keep the farming going and add a few additional lots for the Myers and their children.

The applicant has beautified this area and recently cleaned up the 10-acre parcel across the road, commonly known as the old Stirm property, which had been an eyesore in the community for decades. This effort reflects our commitment to improving and beautifying the area. We hope to continue that positive momentum by creating well-maintained, attractive properties that provide opportunities for young families to establish homes with space for animals, gardens, and pasture.

We respectfully request that Canyon County Development Services consider this modification in light of the changed circumstances, the underutilized lot allocation under the original agreement, and our commitment to responsible development and continued agricultural operations.

Thank you for your time and consideration. We look forward to working with you through the review process and we are willing to discuss alternative solutions the Commissioners may have that would be best for everyone.

Sincerely,

Spencer Kofoed
President of Tradition
spencer@tcpidaho.com