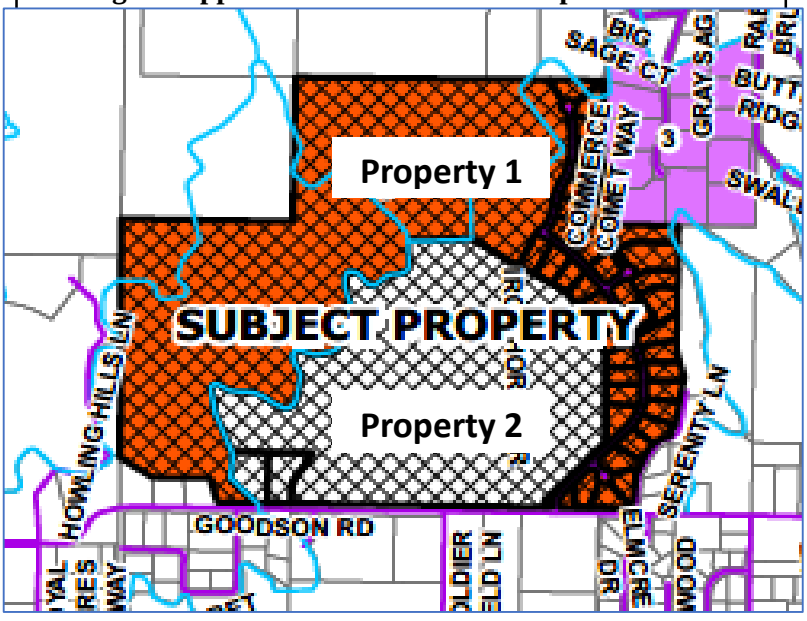
Planning and Zoning Commission
Hearing Date: March 19, 2026
Canyon County Development Services Department

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Property 1 to reduce the maximum number of residential lots from 178 to 138, and No. 3.b for Property 2 to be amended, repealed and replaced to allow for a total of 14 residential lots instead of 3 residential lots with a minimum average lot size of two (2) acres in substantial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 A

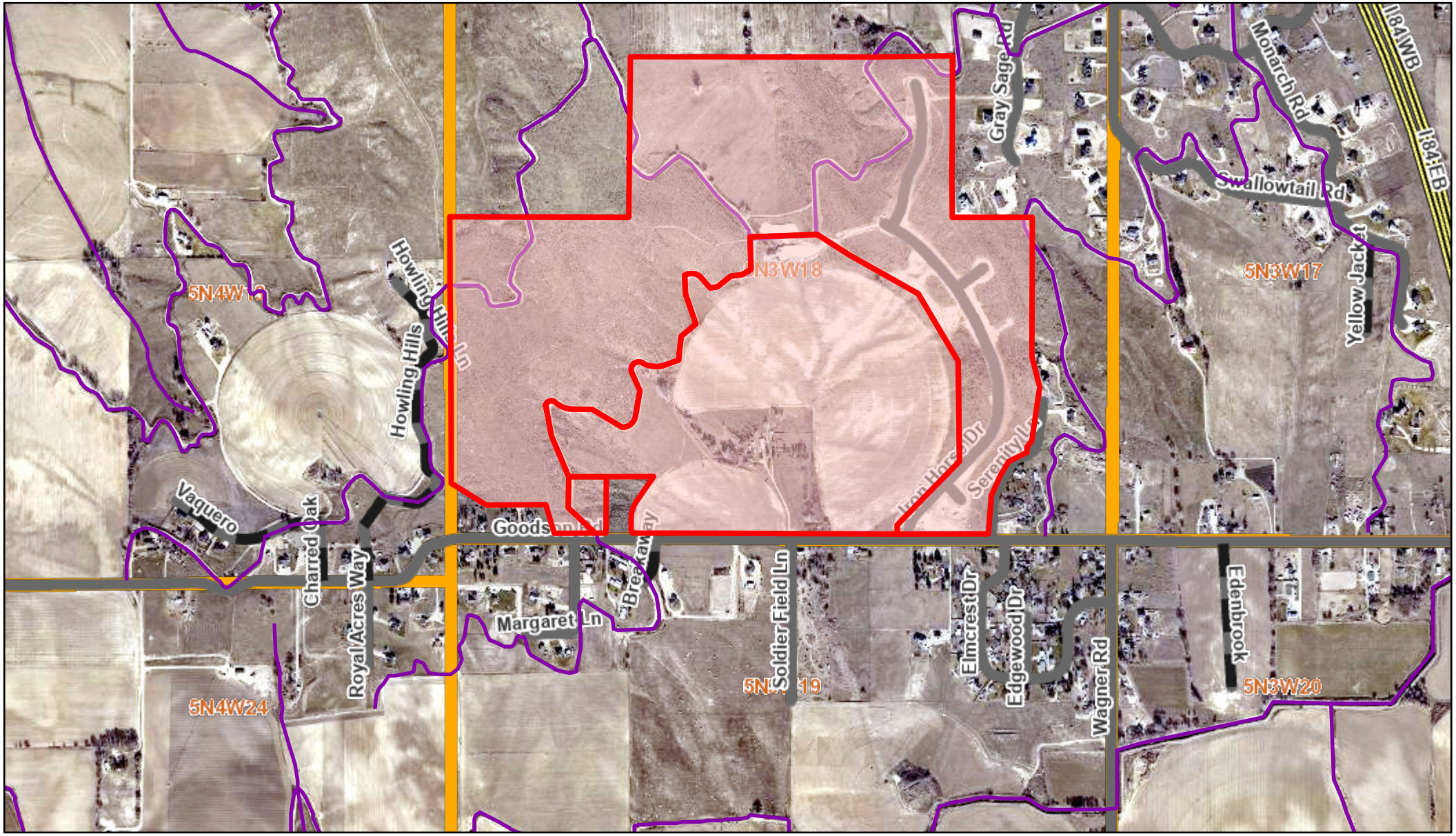
Application Packet & Supporting Materials

Planning & Zoning Commission

Case# PH2016-61-MOD

Hearing date: March 19, 2026

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

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: 208-863-5164	EMAIL: spencer,tradition@gmail.com

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: 208-863-1815	EMAIL: gibb5953@gmail.com

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: 6/25/25 for Review	
RECEIVED BY: dr	APPLICATION FEE: $1150	CK MO CC CASH 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: 208-863-1815	EMAIL: gibb5953@gmail.com

SITE INFO	STREET ADDRESS: 0 and 17506 Goodson, Rd, Caldwell, ID	
	PARCEL NUMBER: R37887100; R37887010; R37881030; R37887020	
	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

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

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


41
1.94 ACRES
36
1.38 ACRES
35
1.83 ACRES
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46
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334.79'
674.60'
256.48'
147.40'
294.27'
388.62'
269.60'
35.00'
170.37'
133.84'
RW

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 <gibb5953@gmail.com>
Date Tue 5/20/2025 7:25 AM
To Alan <millscorealty@msn.com>

Exhibit A.4

From: Lynn Troxel <lynntroxel@nphd.net>
Sent: Tuesday, May 20, 2025 7:21 AM
To: Jay Gibbons <gibb5953@gmail.com>
Cc: Alan <millscorealty@msn.com>
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

From: Jay Gibbons <gibb5953@gmail.com>
Sent: Monday, May 19, 2025 9:43 AM
To: Lynn Troxel <lynntroxel@nphd.net>
Cc: Alan <millscorealty@msn.com>
Subject: Stadium 2 Phase 4

Lynn,

Exhibit A.4

Debbie Root

From: Jay Gibbons <gibb5953@gmail.com>
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

Exhibit A.5

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: 208-863-1815 Cell: Same Fax: —
Email: gibb5953@gmail.com

MEETING INFORMATION

DATE OF MEETING: 4/9/2025 MEETING LOCATION: ~~16~~ 17504 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		17765 Sand Hollow Rd
9. Linda Calkins		17574 Mcmurtrey Rd

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
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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
Caldwell ID 83607

Vernen Vollmer
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Alisa Gulley
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Caldwell ID 83605

Michael Gallagher
17241 Elmcrest Dr
Caldwell ID 83607

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
Caldwell ID 83607

Jack Keithley
PO Box 363
Middleton ID 83644

Troy Grever
27798 Gray Sage Dr
Caldwell ID 83607

Joel Wettstein
27857 Rabbit Brush Rd
Caldwell ID 83607

James Martin
27881 Rabbit Brush Rd
Caldwell ID 83605

Steven Clark
27915 Rabbit Brush Rd
Caldwell ID 83607

Sheina Gurney
27985 Gray Sage Rd
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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 Fenicotlero
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
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Patricia Alvey
27635 Wagner Rd
Caldwell ID 83607

Jeffrey Dominick
27705 Wagner Rd
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Kevin Neal
27713 Wagner Rd
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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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Caldwell ID 83607

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

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8454 Brookhaven Pl
Middleton ID 83644

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27204 Serenity Ln
Caldwell ID 83607

Cody Thomas
17903 Sand Hollow Rd
Caldwell ID 83607

Louis Covey
17373 Goodson Rd
Caldwell ID 83607

Rogelio Duarte
17097 Goodson Rd
Caldwell ID 83607

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Wesley Jennings
.7571 Goodson Rd
Caldwell ID 83607

Myron Kershaw
17530 Galloway Rd
Caldwell ID 83607

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Caldwell ID 83607

Chaney Stotts Jr
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Caldwell ID 83607

Chaney Stotts
19300 Goodson Rd
Caldwell ID 83607

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Caldwell ID 83607

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18056 Goodson Rd
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Jed Yore
18048 Goodson Rd
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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

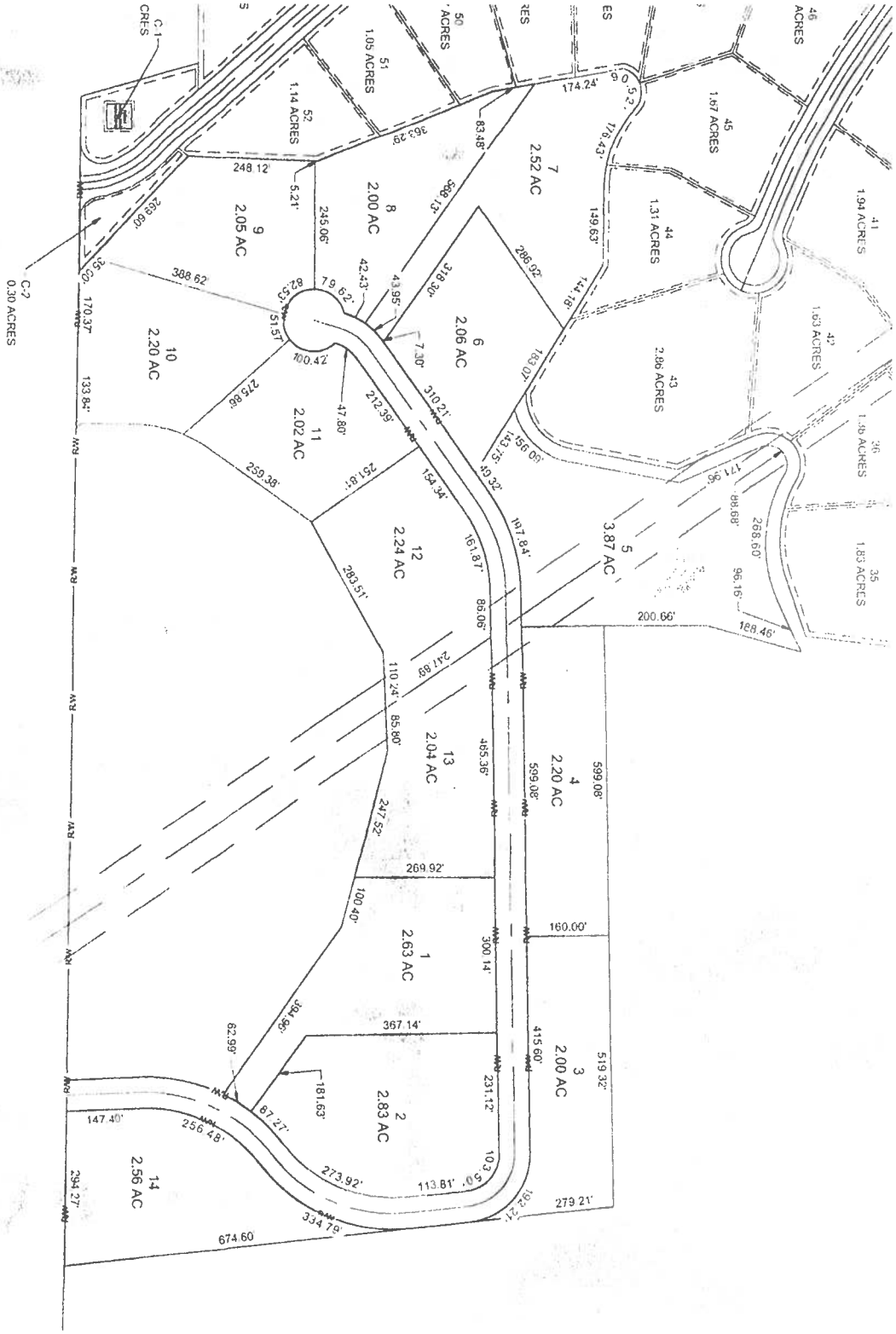
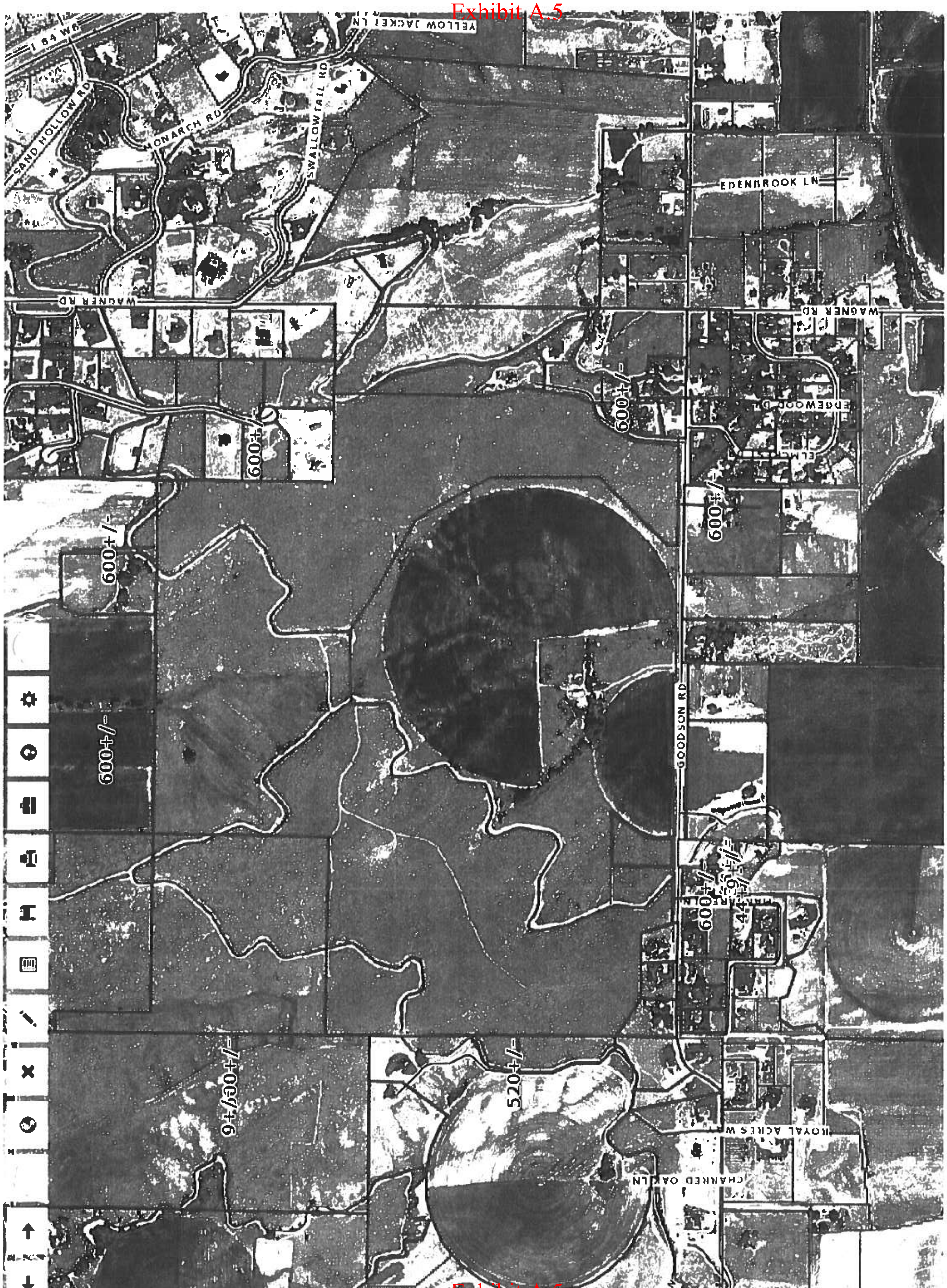
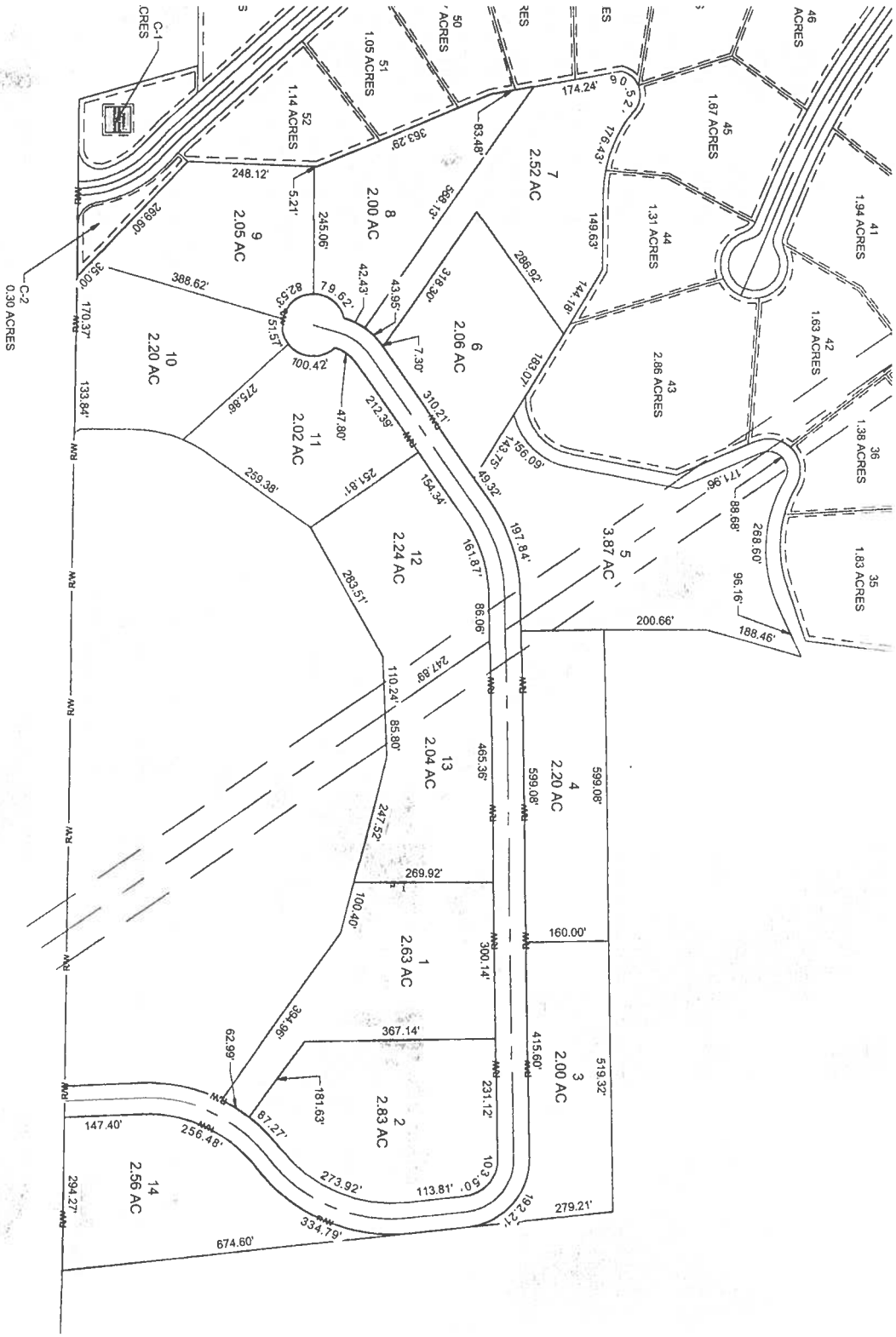

C-1
C-2
0.30 ACRES
1.14 ACRES
1.05 ACRES
1.87 ACRES
1.94 ACRES
1.31 ACRES
1.83 ACRES
1.58 ACRES
1.63 ACRES
2.86 ACRES
1 2.63 AC
2 2.83 AC
3 2.00 AC
4 2.20 AC
5 3.87 AC
6 2.06 AC
7 2.52 AC
8 2.00 AC
9 2.05 AC
10 2.20 AC
11 2.02 AC
12 2.24 AC
13 2.04 AC
14 2.56 AC
248.12'
174.24'
363.29'
83.48'
176.43'
139.63'
286.92'
388.62'
170.37'
133.84'
215.88'
259.39'
310.21'
154.94'
197.84'
200.66'
188.46'
599.08'
160.00'
519.32'
415.60'
279.21'
674.60'
334.79'
256.48'
147.40'
273.92'
113.81'
269.92'
367.14'
300.14'
231.12'
181.63'
87.27'
82.99'
394.27'
247.52'
217.89'
110.24'
85.80'
85.05'
161.87'
283.51'
212.39'
100.42'
82.53'
79.62'
42.43'
43.95'
47.80'
51.57'
7.30'
100.40'
394.96'
103.60'
92.27'
156.00'
143.15'
183.07'
144.18'
139.13'
98.68'
266.60'
96.16'
171.96'
365.36'
599.08'

Exhibit A.5


I 84 WB
SAND HOLLOW RD
MONARCH RD
SWALLOWTAIL RD
YELLOW JACKET LN
WAGNER RD
EDENBROOK LN
WAGNER RD
EDGEWOOD DR
GOODSON RD
ROYAL ACRES W
CHARRED OAK LN


C-1
C-2
0.30 ACRES
1 2.63 AC
2 2.83 AC
3 2.00 AC
4 2.20 AC
5 3.87 AC
6 2.06 AC
7 2.52 AC
8 2.00 AC
9 2.05 AC
10 2.20 AC
11 2.02 AC
12 2.24 AC
13 2.04 AC
14 2.56 AC
41 1.94 ACRES
42 1.63 ACRES
43 2.86 ACRES
44 1.31 ACRES
45 1.87 ACRES
46 ACRES
50 ACRES
51 1.05 ACRES
52 1.14 ACRES
35 1.83 ACRES
36 1.38 ACRES
599.08'
519.32'
415.60'
231.12'
300.14'
160.00'
269.92'
367.14'
200.66'
188.46'
279.21'
674.60'
147.40'
256.48'
294.27'
334.79'
273.92'
113.81'
87.27'
62.99'
181.63'
264.96'
100.40'
247.52'
465.36'
247.89'
110.24'
85.80'
263.51'
161.87'
86.06'
251.87'
154.34'
259.38'
212.39'
47.80'
100.42'
275.86'
133.84'
170.37'
388.62'
82.52'
51.51'
79.62'
43.95'
42.43'
7.30'
310.21'
49.32'
197.84'
171.96'
88.68'
268.60'
96.16'
60.95'
145.75'
381.07'
288.92'
144.18'
149.63'
176.43'
174.24'
83.48'
363.28'
538.13'
318.30'
248.12'
5.21'
245.06'
269.60'
35.00'

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;

Exhibit A.6

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 ***

Exhibit A.6

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: _____

Exhibit A.6

STATE OF IDAHO)
):ss
County of Canyon)

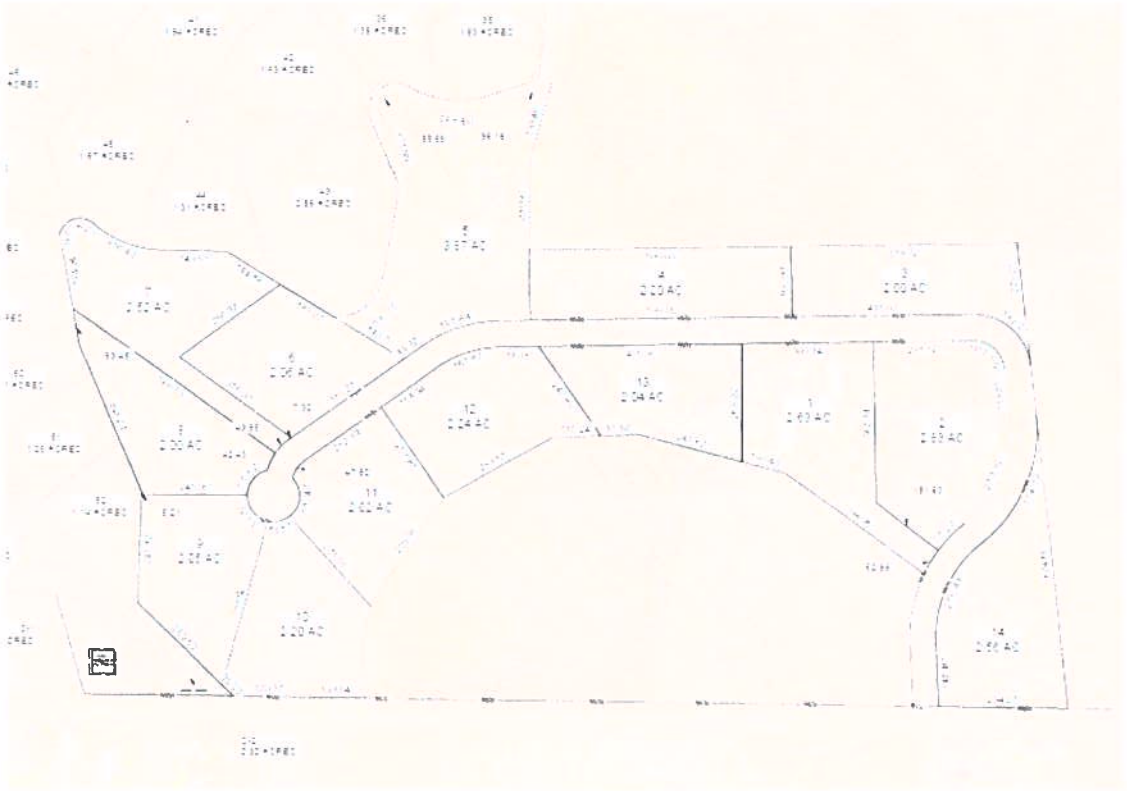
On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Leslie Van Beek known or identified to me to be a Canyon County Commissioner and the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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: _____

Attachment 1 – New Exhibit C to the Agreement

EXHIBIT C – Site Plan Property 2



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.

Exhibit A.7

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

Exhibit A.7

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 – 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

2017-000927
RECORDED
01/06/2017 11:27 AM
00275319201700009270390395
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=39 SDUPUIS
AGR NO FEE
CANYON COUNTY COMMISSIONERS

Canyon County Recorder's Office Document Cover Sheet

Exhibit A.8

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

Exhibit A.8

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,

Exhibit A.8

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

Exhibit A.8

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.

Exhibit A.8

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.8

EXHIBIT A – LEGAL DESCRIPTIONS
PROPERTY 1

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

Exhibit A.8

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~~
13 of 36

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,

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~~DA Mod PH2016-61~~

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:

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~~DA Mod-PH2016-61~~

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.

PROFESSIONAL LAND SURVEYOR
LICENSED
11/14/2012
13765
STATE OF UTAH
ROB O'MALLEY

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

~~Amended and Restated Development Agreement~~
~~Page 16 of 30~~
17 of 36

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Exhibit A.8

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Exhibit A.8

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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

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' 36" East, 149.63 feet; thence,
25) South 58° 33' 10" East, 216.22 feet to the beginning of a non-tangent curve; thence,
26) Northeasterly along said curve to the left, having a radius of 198.60 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 185.78 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, 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.

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

~~Amended and Restated Development Agreement~~
~~Page 19 of 28~~
Page 23 of 36

Exhibit A.8

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;

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

~~Amended and Restated Development Agreement~~
~~Page 28 of 38~~
Page 24 of 36

Exhibit A.8

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

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

~~ELG & Olsen~~ Agreement
~~Packet Prioritization~~

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

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

Exhibit A.8

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 A.8

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Exhibit A.8

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:

Exhibit A.8

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.

Exhibit A.8

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

Exhibit A.8

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.

Exhibit A.8

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.

Exhibit A.8

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.

Exhibit A.8

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

Exhibit A.9

Page 1 of 1

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:	

B0956-3943 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

Exhibit A.9

Page 1 of 1

BORTON - LAKEY
LAW AND POLICY

141 E. CARLTON AVE., MERIDIAN, IDAHO 83642
(208) 908-4415 (OFFICE) (208) 493-4610 (FAX)

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.

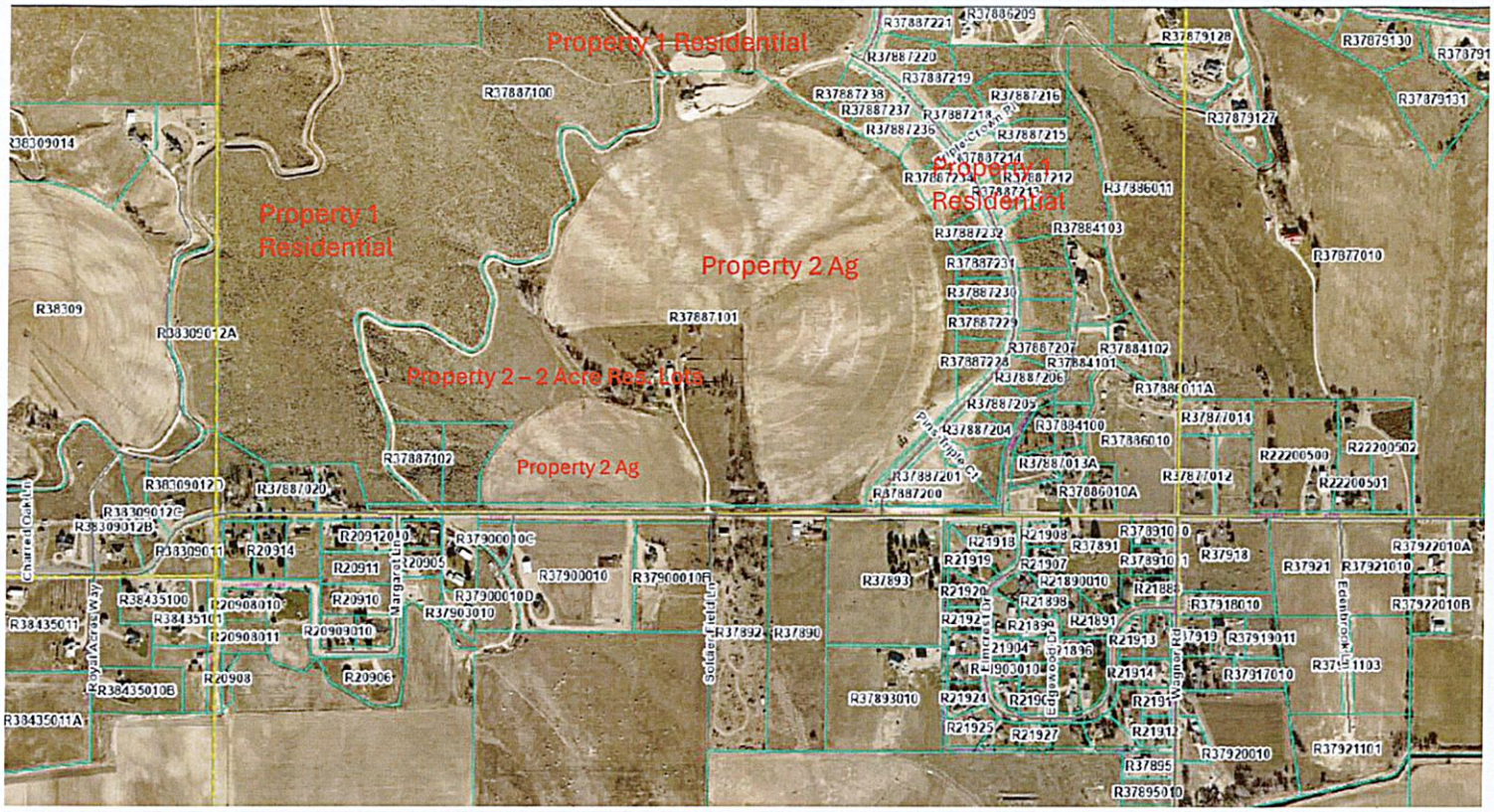
P8.01.02 Consider the cumulative impact of rezones and subdivisions on road capacity and traffic congestion when making land-use decisions.

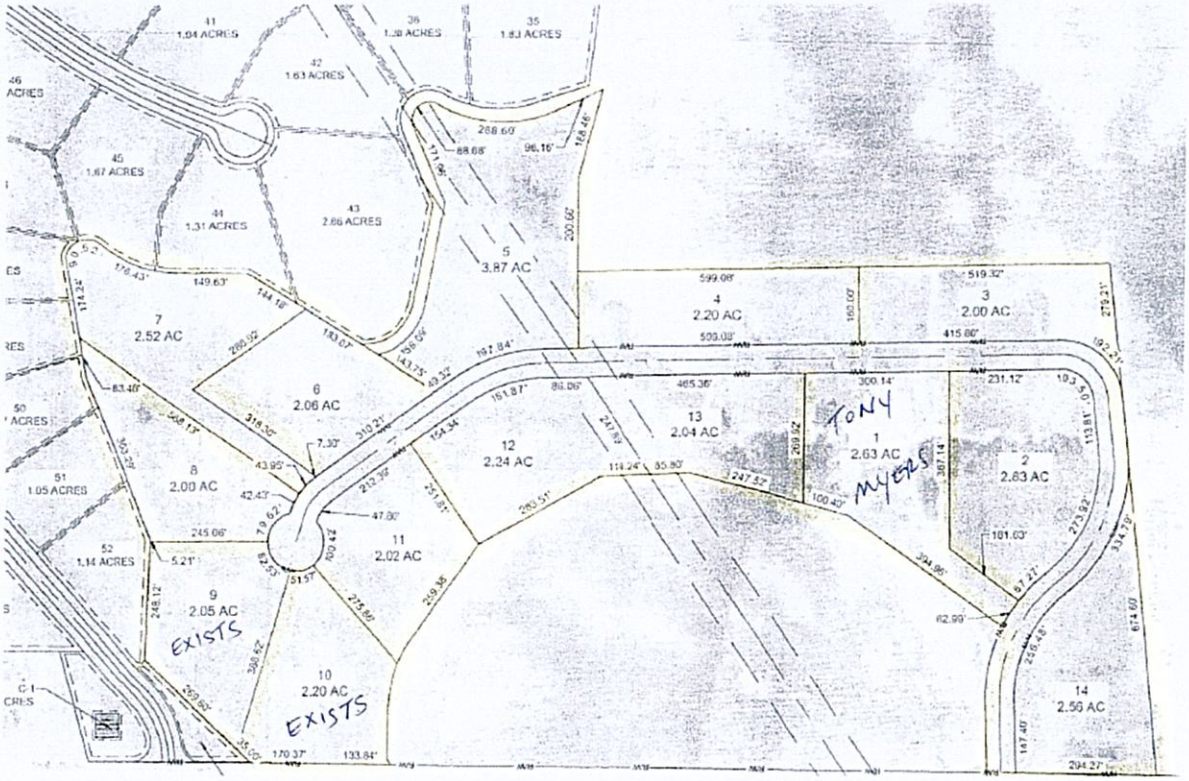
P12.01.05 Direct development to land with lower irrigatable soil classifications as determined by Canyon Soil Conservation District or by the USDA Natural Resources Conservation Service.

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.

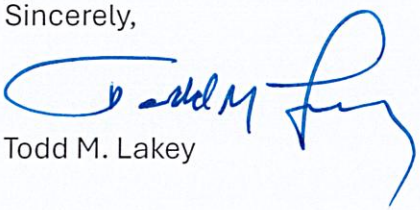

Property 1 Residential
Property 1 Residential
Property 1 Residential
Property 2 Ag
Property 2 – 2 Acre Res. Lots
Property 2 Ag
R37887100
R37887101
R37887107
R38309
R38309014
R38309012A
R38309012C
R38309012B
R38309011
R37887020
R20914
R20911
R20910
R20909010
R20908011
R20908010
R20908
R20906
R20905
R37900010C
R37900010D
R37900010
R37900010B
R37903010
R37892
R37890
R37893
R37893010
R38435100
R38435011
R38435011A
R38435010B
R38435011
Margaret Ln
Royal Acres Way
Charred Oak Ln
Soldier Field Ln
Edgewood Ct
Wagon Jack Rd
Edenbrook Ln
Pine Tree Ct
Prospector Pl
R37887221
R37886209
R37887220
R37887219
R37887238
R37887237
R37887218
R37887216
R37887236
R37887215
R37887214
R37887234
R37887217
R37887213
R37887232
R37887231
R37887230
R37887229
R37887207
R37887228
R37887206
R37887205
R37887204
R37887201
R37887200
R37886011
R37884103
R37884102
R37884101
R37884100
R37886011A
R37886010
R37887013A
R37886010A
R37879128
R37879130
R37879131
R37879127
R37877010
R37877011
R37877012
R22200500
R22200502
R22200501
R21908
R21918
R21919
R21907
R21920
R21898
R21899
R21892
R21904
R21903010
R21924
R21925
R21927
R21910
R21913
R21914
R21912
R21911
R37891
R37890 0
R37890 1
R37918
R37921
R37921010
R37922010A
R37922010B
R37918010
R37919011
R37917010
R37920010
R37921101
R37895
R37895010
R21890010
R21888
R21891
R37919
1103


1
2.63 AC
TONY MYERS
2
2.83 AC
3
2.00 AC
4
2.20 AC
5
3.87 AC
6
2.06 AC
7
2.52 AC
8
2.00 AC
9
2.05 AC
EXISTS
10
2.20 AC
EXISTS
11
2.02 AC
12
2.24 AC
13
2.04 AC
14
2.56 AC

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

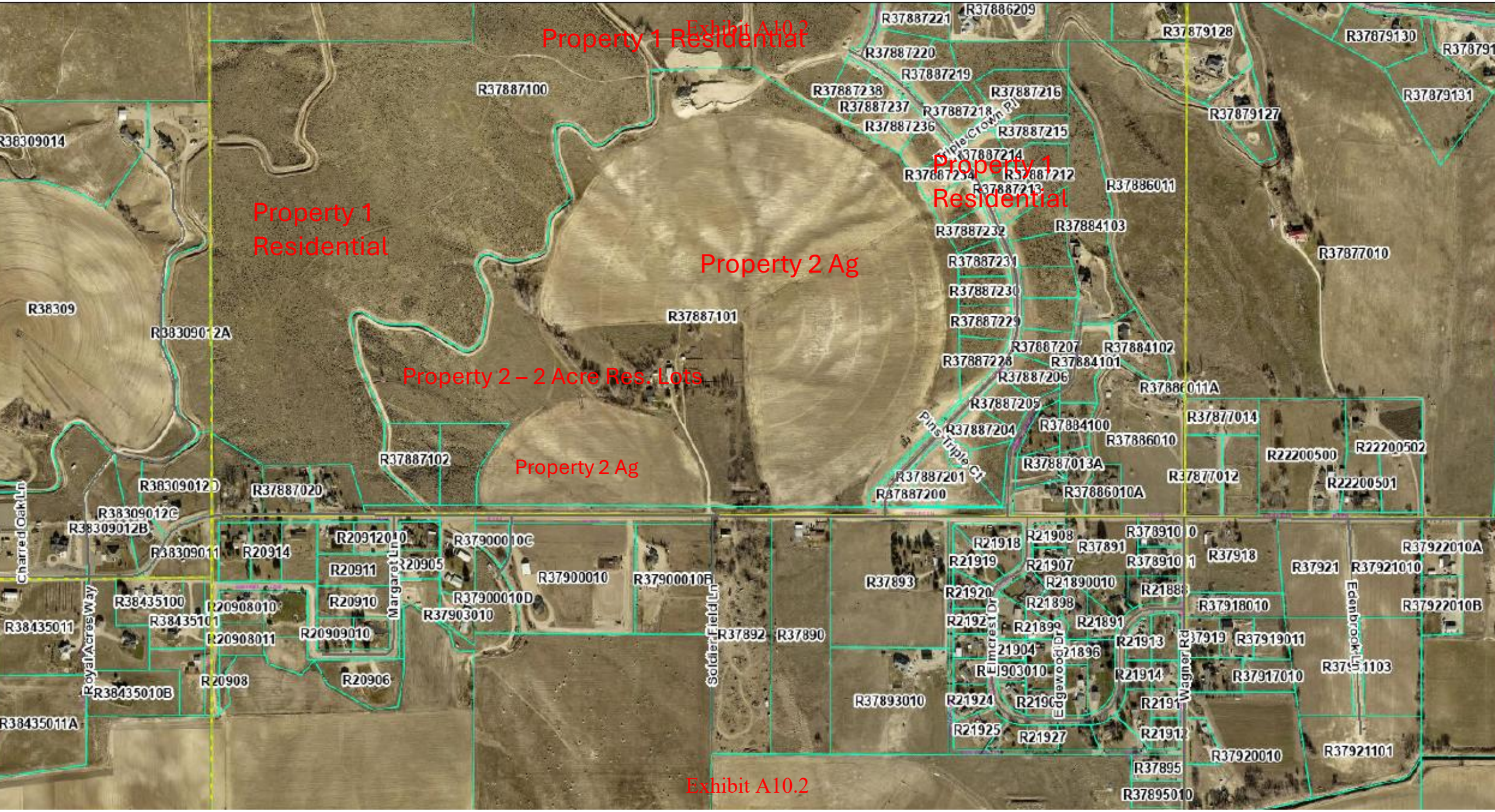

Exhibit A10.2
Property 1 Residential
Property 1 Residential
Property 1 Residential
Property 2 Ag
Property 2 – 2 Acre Res. Lots
Property 2 Ag
R37887100
R37887101
R37887102
R38309014
R38309
R37887221
R37886209
R37887220
R37887219
R37887238
R37887216
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R37884103
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R37887229
R37887207
R37884102
R37887228
R37884101
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R37887201
R37887200
R37886010A
R37879128
R37879130
R37879131
R37879127
R37877010
R37877014
R22200500
R22200502
R37877012
R22200501
Triple Crown Pl
Pins Triple Ct
Charred Oak Ln
Margaret Ln
Soldier Field Ln
Royal Acres Way
Elmcrest Dr
Edgewood Dr
Wagner Rd
Edenbrook Ln
R38309012A
R38309012D
R37887020
R38309012C
R38309012B
R38309011
R20914
R20912010
R20911
R20905
R37900010C
R37900010
R37900010B
R37900010D
R37903010
R20910
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R37922010B
R37918010
R37919
R37919011
R37917010
R37921103
R37920010
R37921101
R37895
R37895010



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

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.

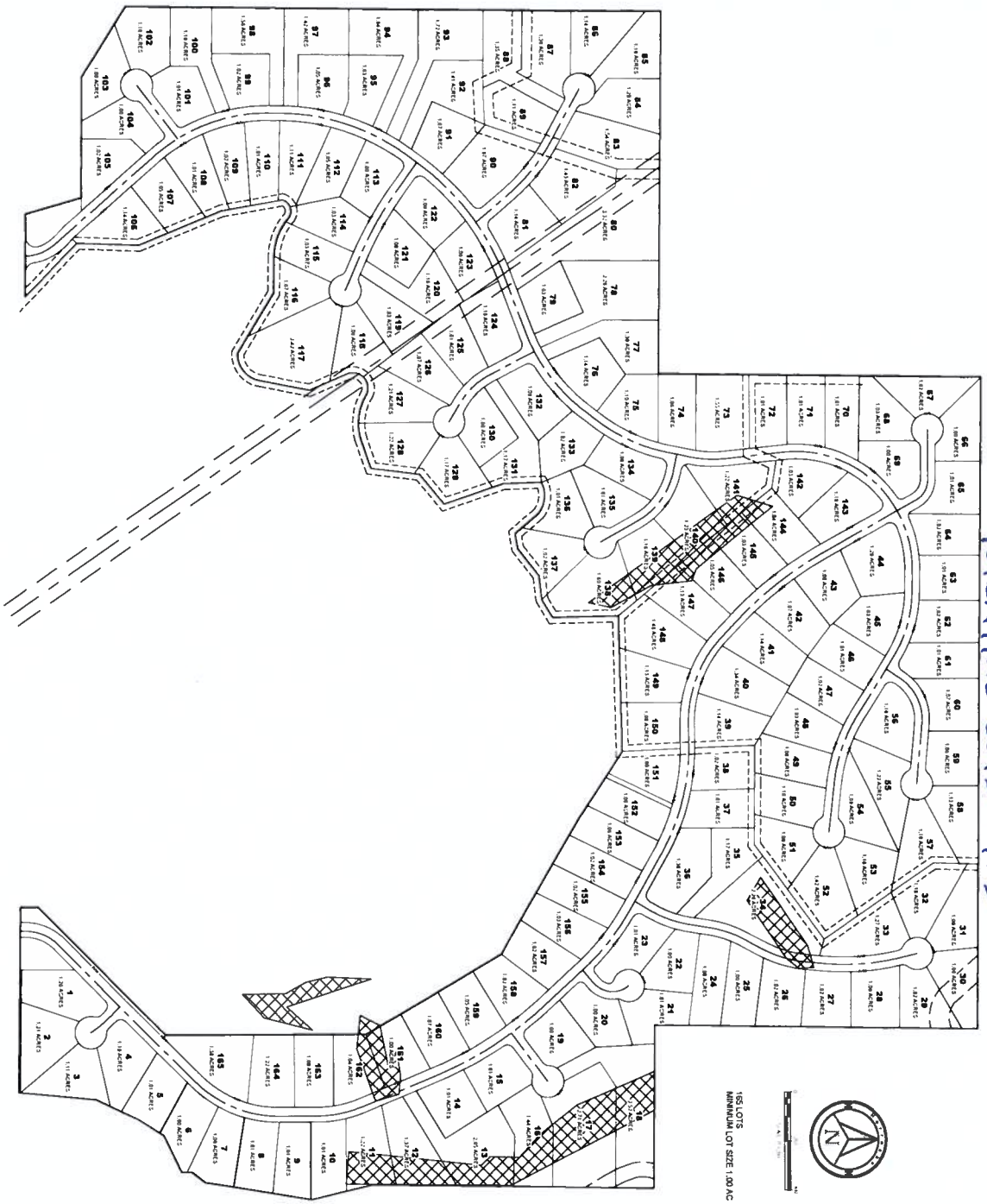
Sincerely,

Spencer Kofoed
President of Tradition
spencer@tcpidaho.com

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**



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

REVISIONS

REV #	DATE

*SEE GENERAL NOTES SHEET

WARNING

0 1 2

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

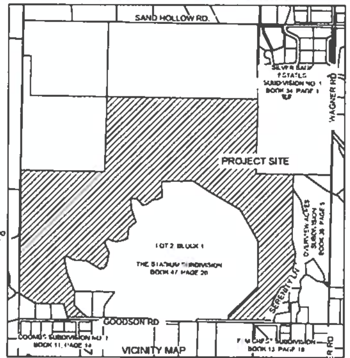
Horrocks.
2775 Harrison Blvd, Suite 210
Boise, ID 83702
(208) 895-2520
www.horrocks.com

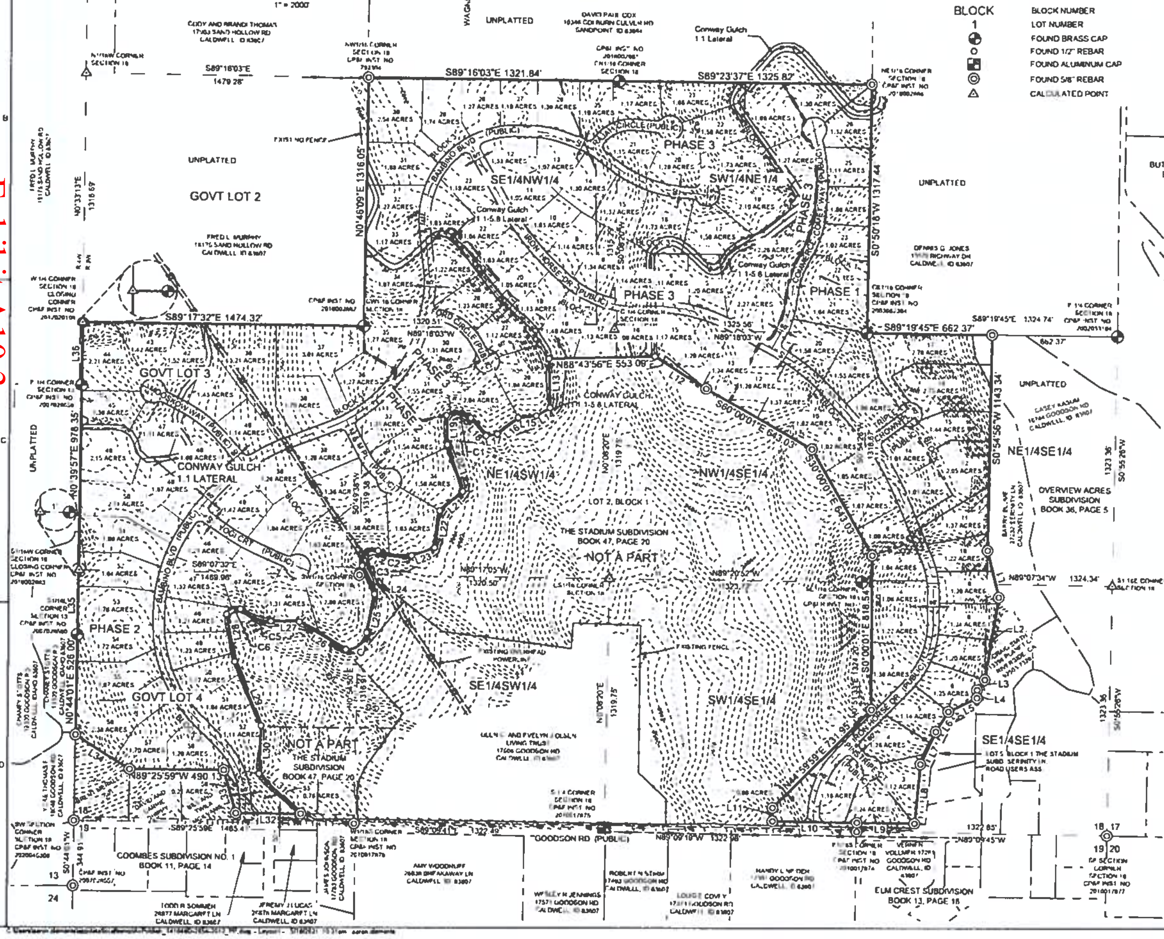
Exhibit A10.3

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

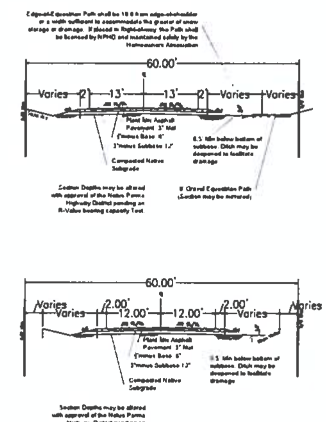

VICINITY MAP
1" = 2000'



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 NUMBER
- LOT NUMBER
- FOUND BRASS CAP
- FOUND 1/2" REBAR
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR
- CALCULATED POINT

Typical Roadway Sections



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 = 136
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 - 221.70 ACRES
RESIDENTIAL LOTS - 197.45 ACRES
COMMON LOTS - 1.85 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, LICENSED, 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
0 1 2
IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

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

REVISIONS: REV # / DATE
*SEE GENERAL NOTES SHEET

PRELIMINARY
NOT FOR CONSTRUCTION

STADIUM SUBDIVISION
CANYON COUNTY, IDAHO
PRELIMINARY PLAT
OVERALL LAYOUT AND NOTES

PP1.0
PAGE 1 OF 5

Exhibit A10.3

	BK/PG	LOT	CENTRAL	REQUESTED
Property 1	DA	178	165	136
Property 2	+	3	3	14
		181	168	150

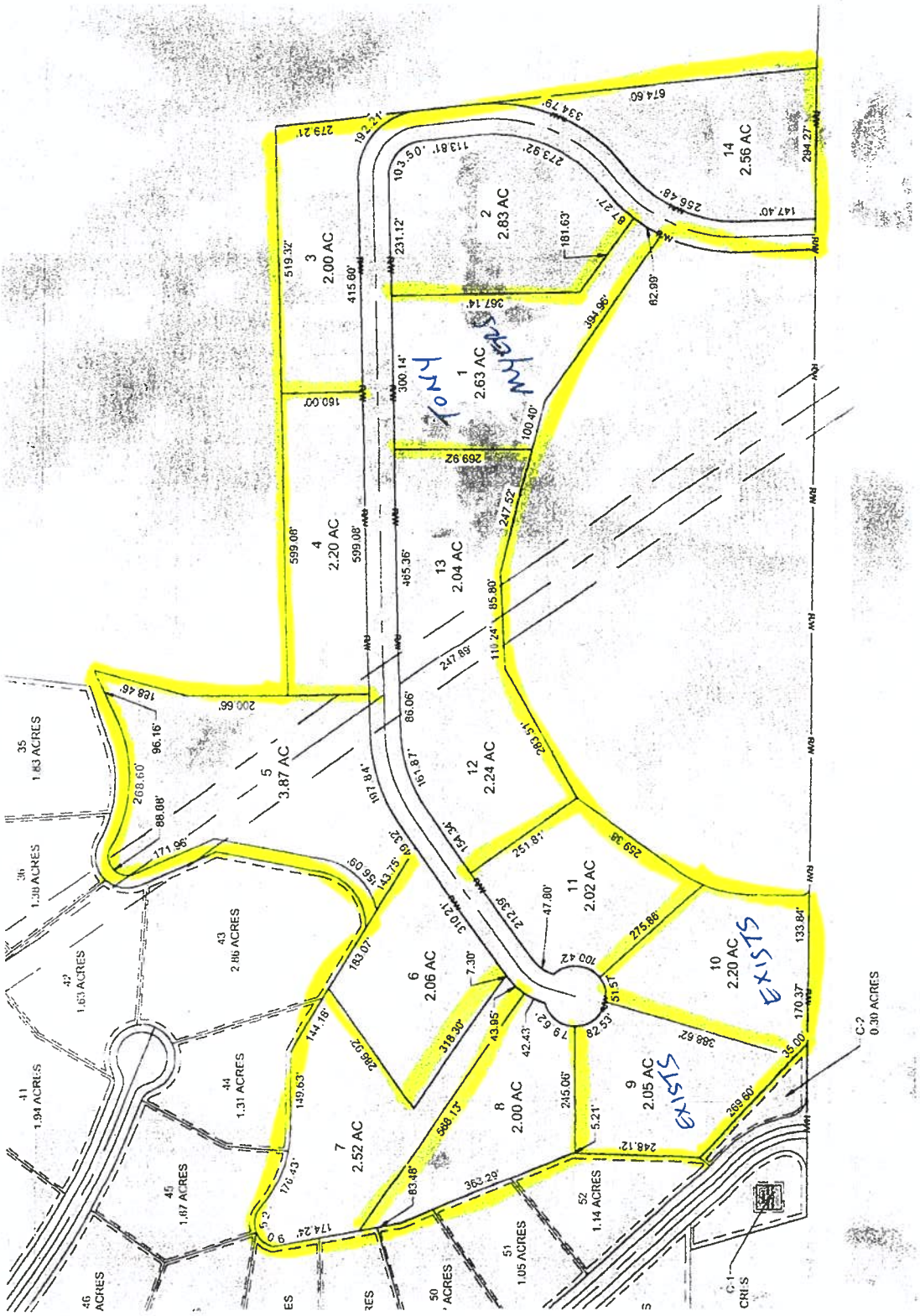


EXHIBIT B

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.
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Exhibit B2.1

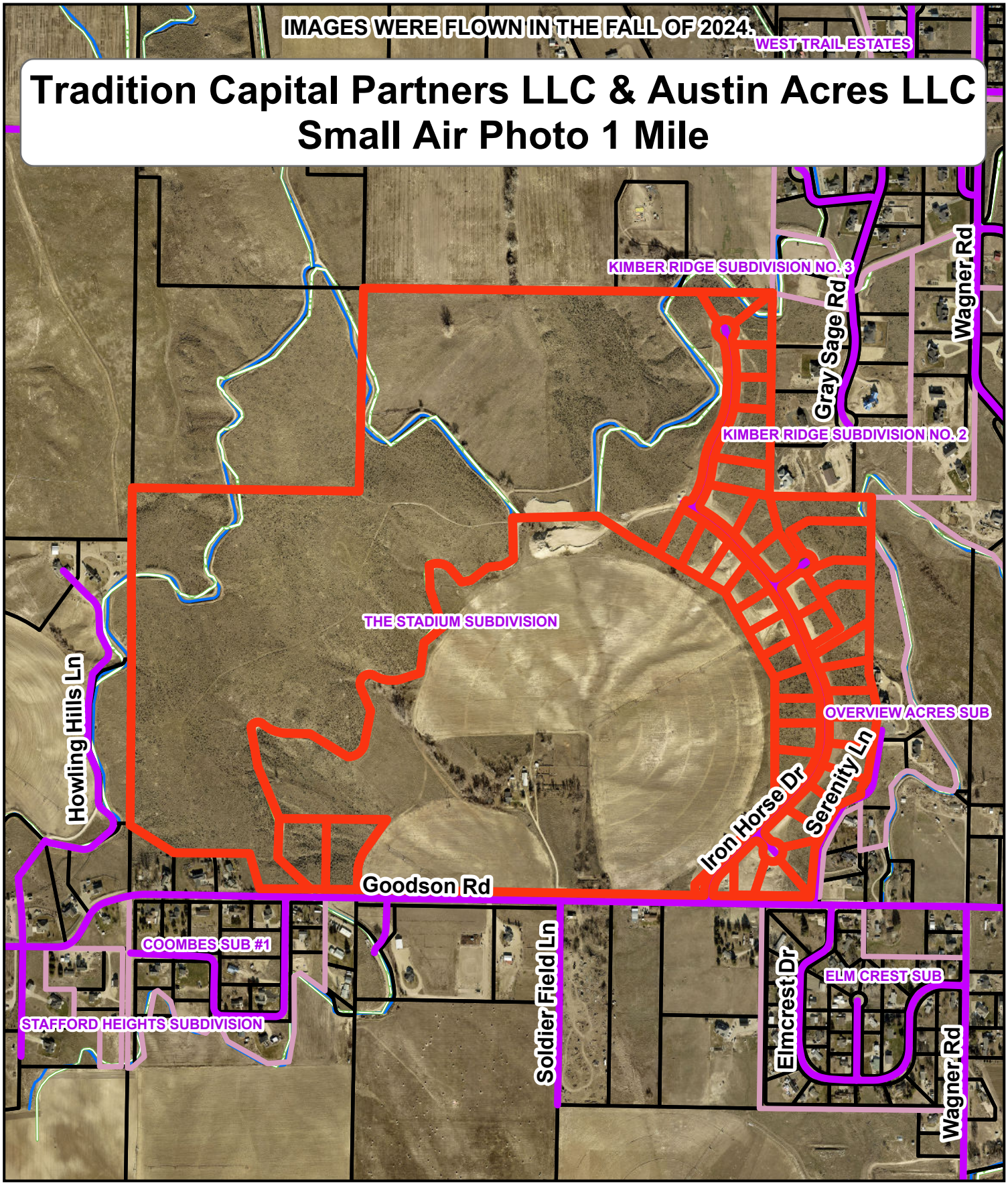
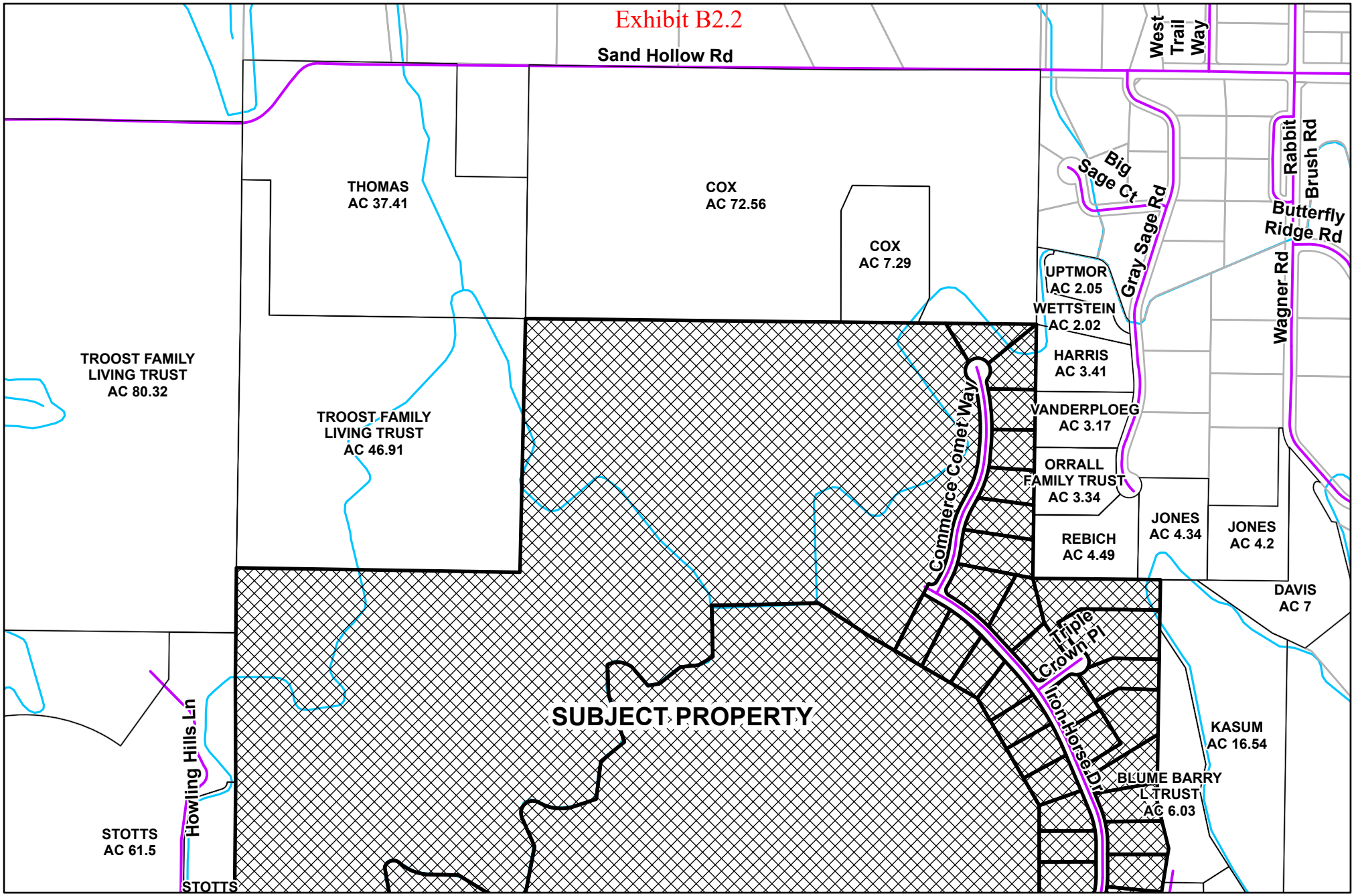


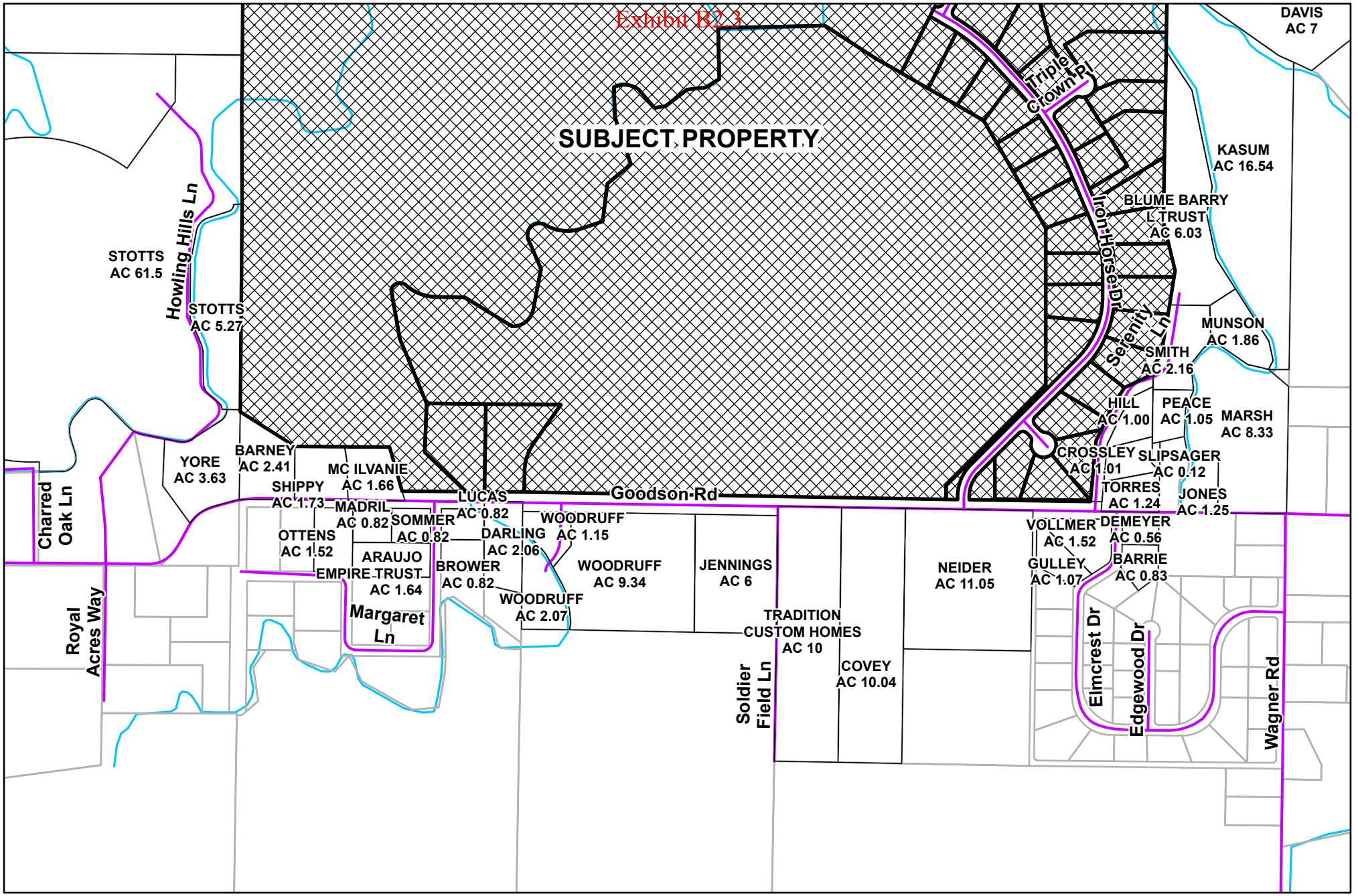
Exhibit B2.1



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

Exhibit B2.2

0 0.1 0.2 Miles



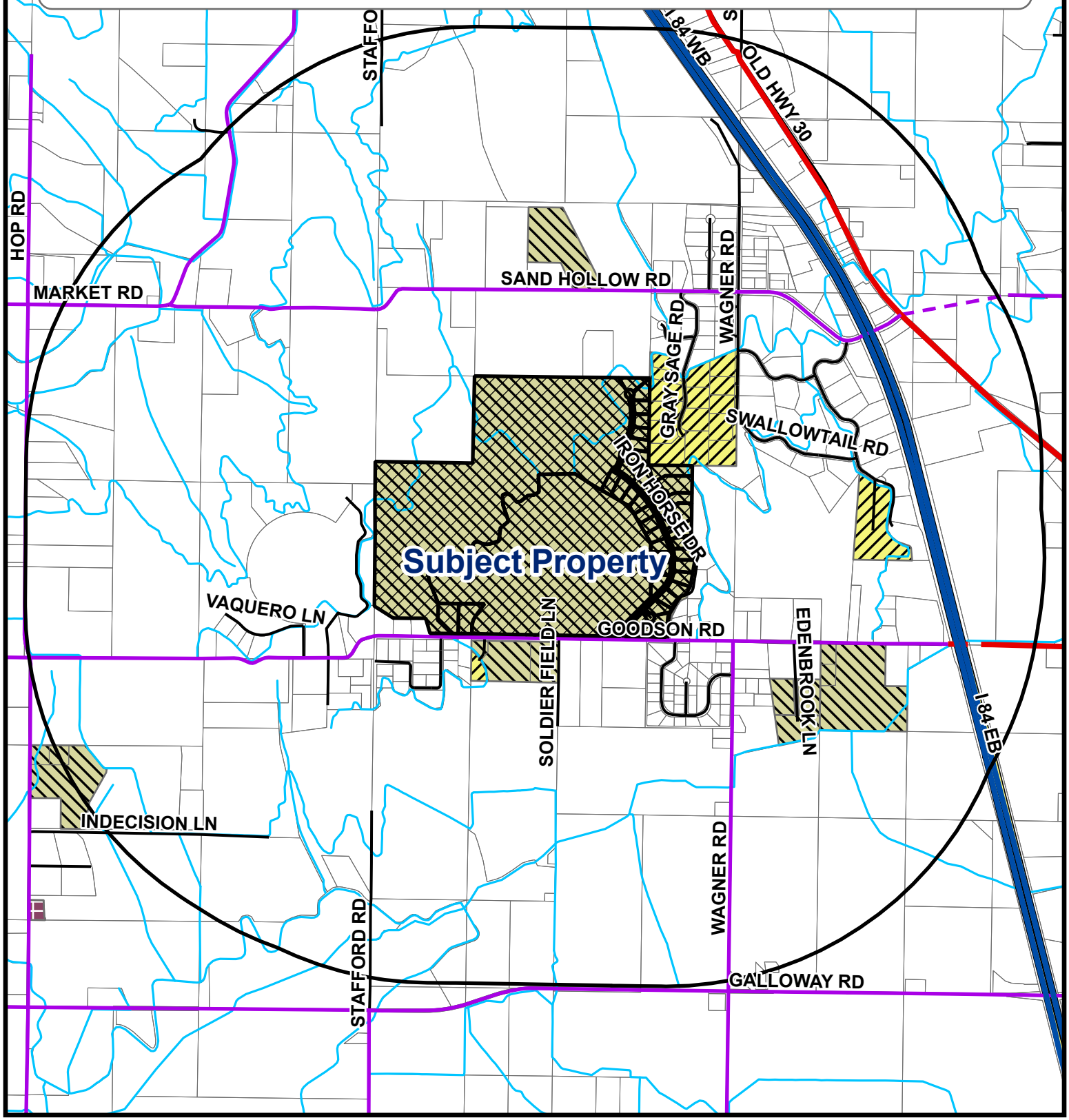
Tradition Capital Partners LLC & Austin Acres LLC
Small Vicinity Map - South

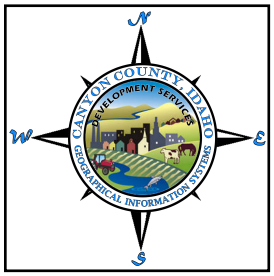
Exhibit B2.3

0 0.1 0.2 Miles

Exhibit B2.4

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

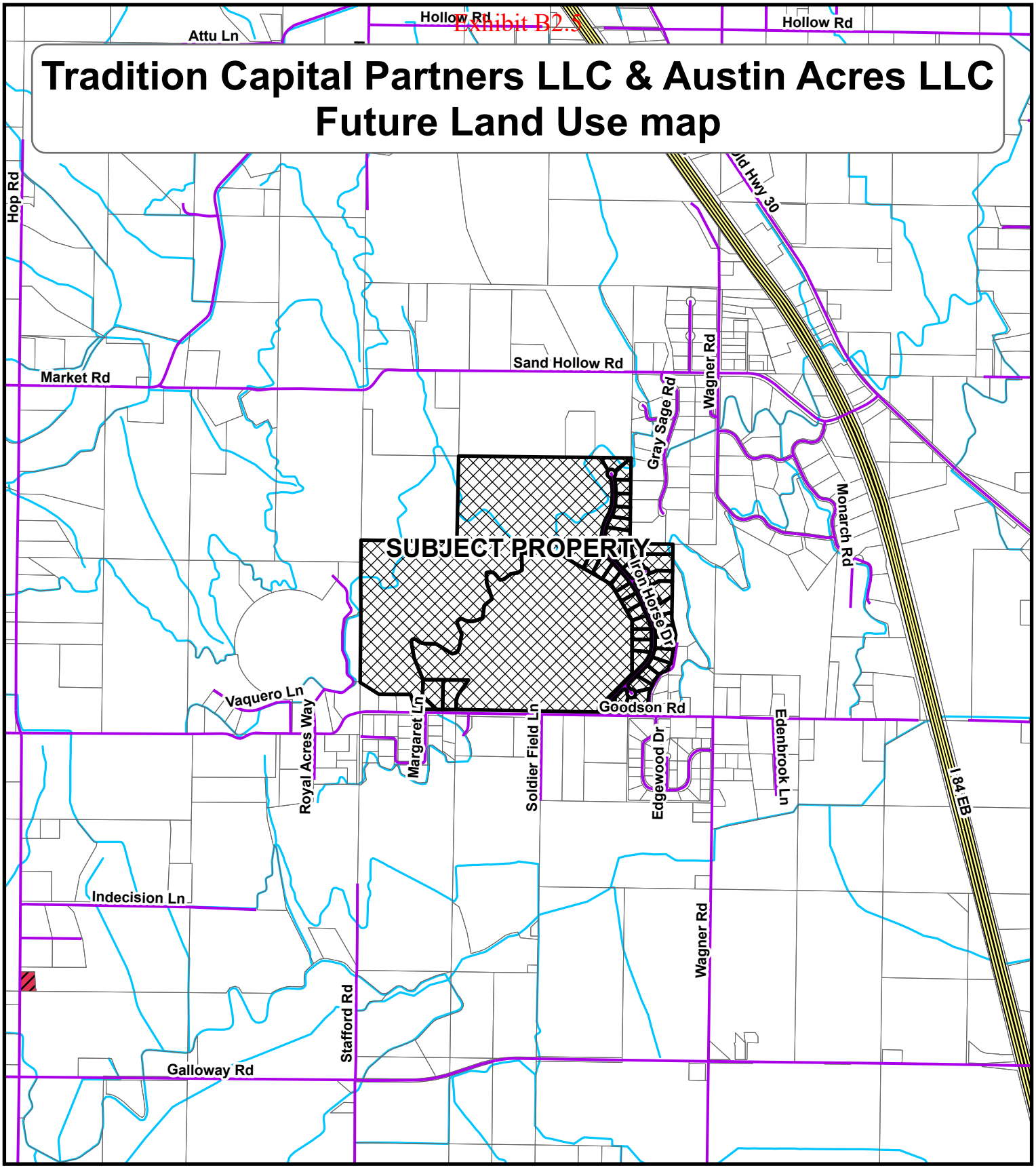




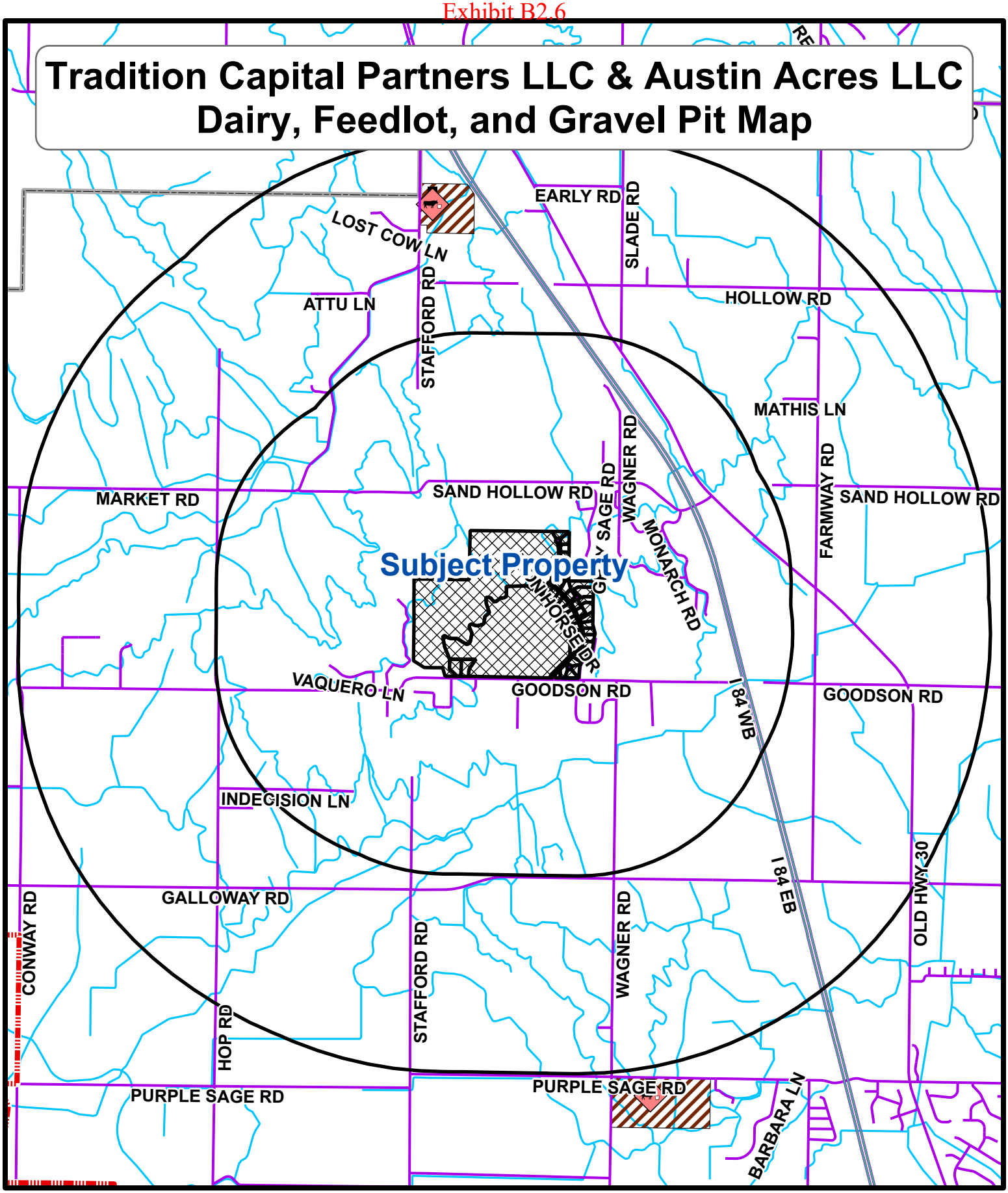
RR
CR-RR
R1
CR-R1
R2
C
C1
CR-C1
C2
CR-C2
M1
CR-M1
M2
AG
INTERSTATE
OTHER FREEWAY/ EXPRESSWAY
PROPOSED OTHER FREEWAY/ EXPRESSWAY
PRINCIPAL ARTERIAL
PROPOSED PRINCIPAL ARTERIAL
MINOR ARTERIAL
PROPOSED MINOR ARTERIAL
COLLECTOR
PROPOSED COLLECTOR

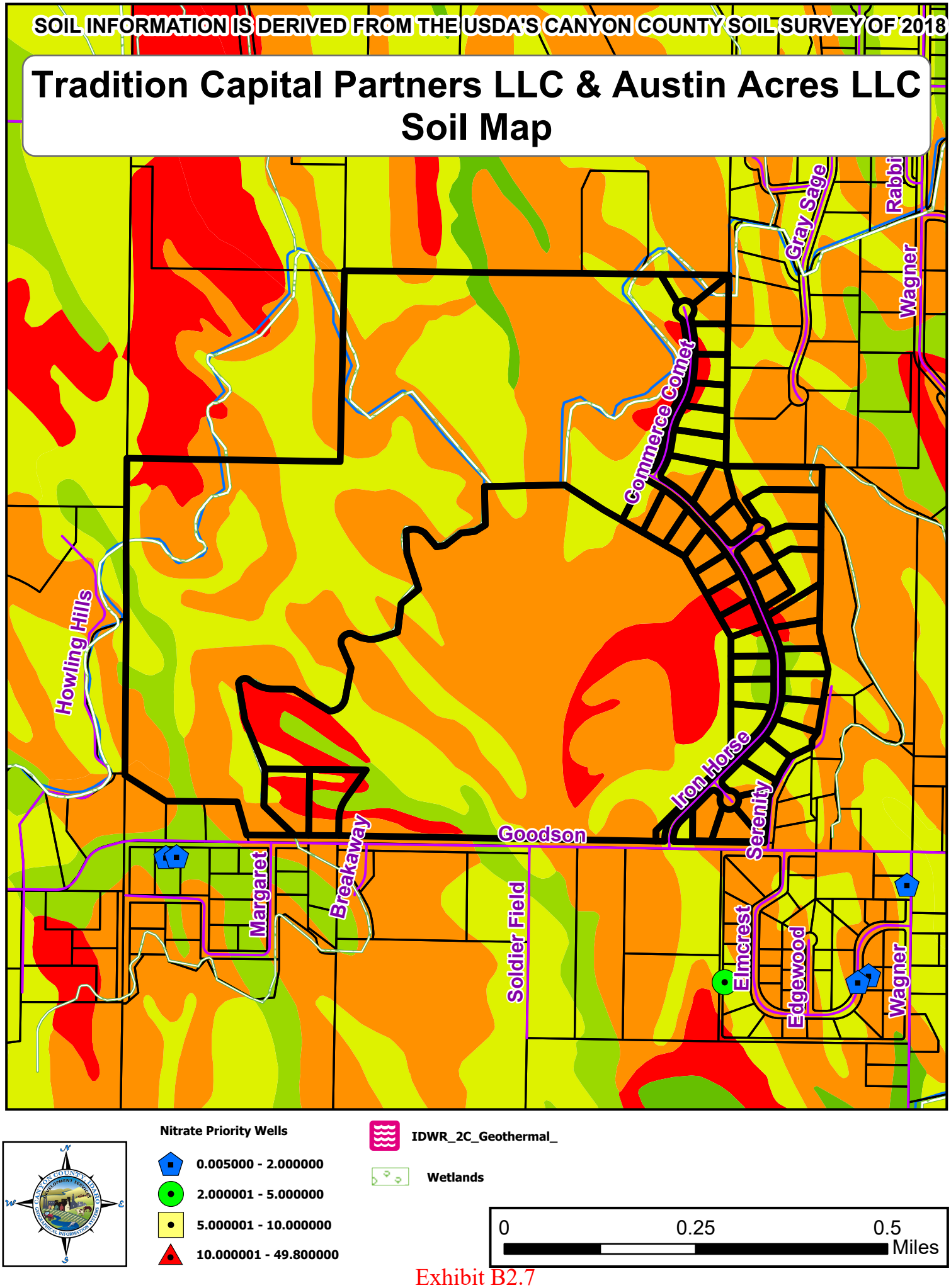
0 0.25 0.5 Miles

Exhibit B2.4


Exhibit B2.5
Tradition Capital Partners LLC & Austin Acres LLC
Future Land Use map
Attu Ln
Hollow Rd
Hollow Rd
Hop Rd
Old Hwy 30
Market Rd
Sand Hollow Rd
Wagner Rd
Gray Sage Rd
Monarch Rd
SUBJECT PROPERTY
Iron Horse Dr
Vaquero Ln
Goodson Rd
Royal Acres Way
Margaret Ln
Soldier Field Ln
Edgewood Dr
Edenbrook Ln
I 84 EB
Indecision Ln
Wagner Rd
Stafford Rd
Galloway Rd
Future Land Use 2030
COMMERCIAL
INDUSTRIAL
RESIDENTIAL
RURAL RESIDENTIAL
Exhibit B2.5
0
0.5
1
Miles

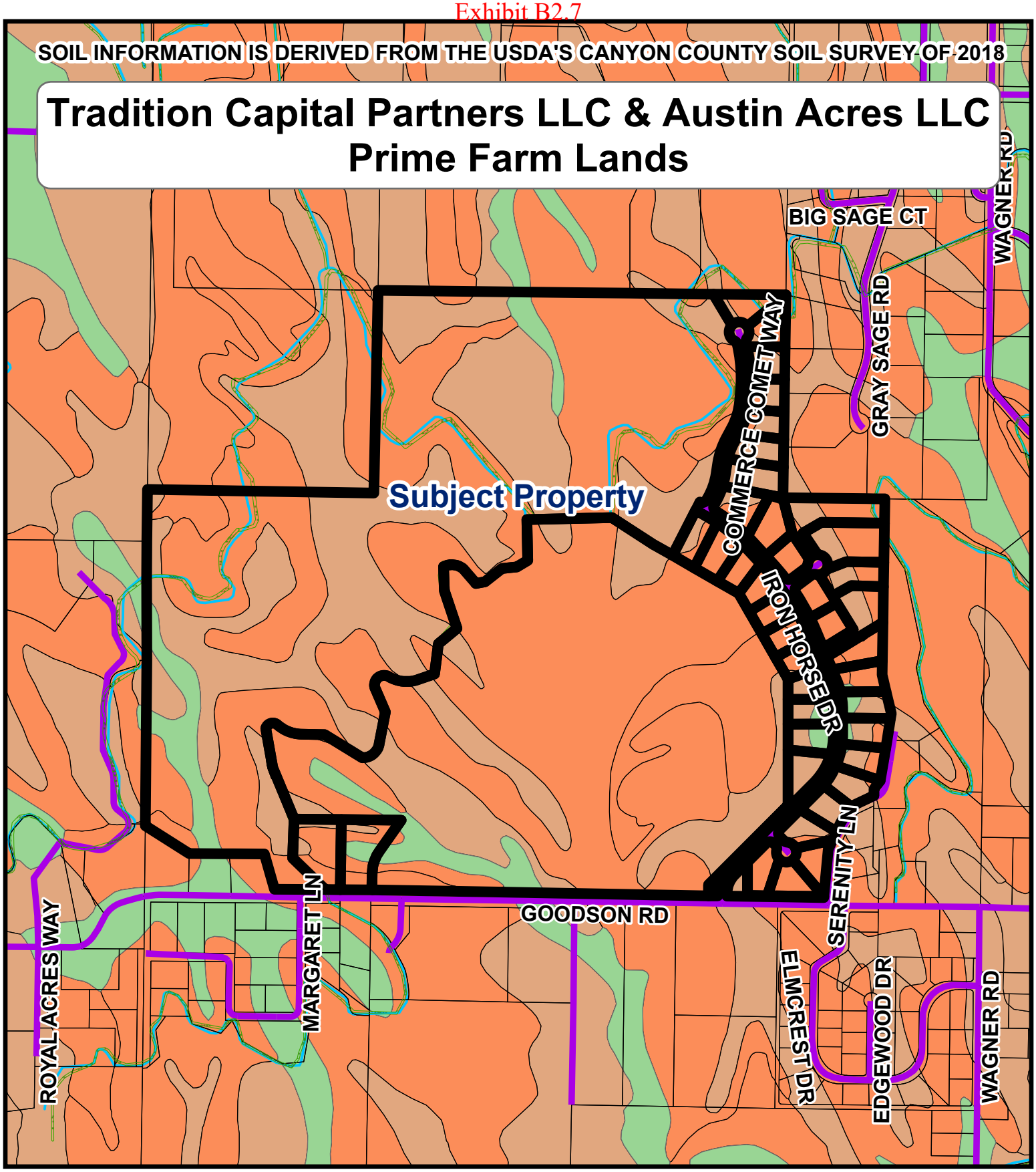
Tradition Capital Partners LLC & Austin Acres LLC
Dairy, Feedlot, and Gravel Pit Map




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

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

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%

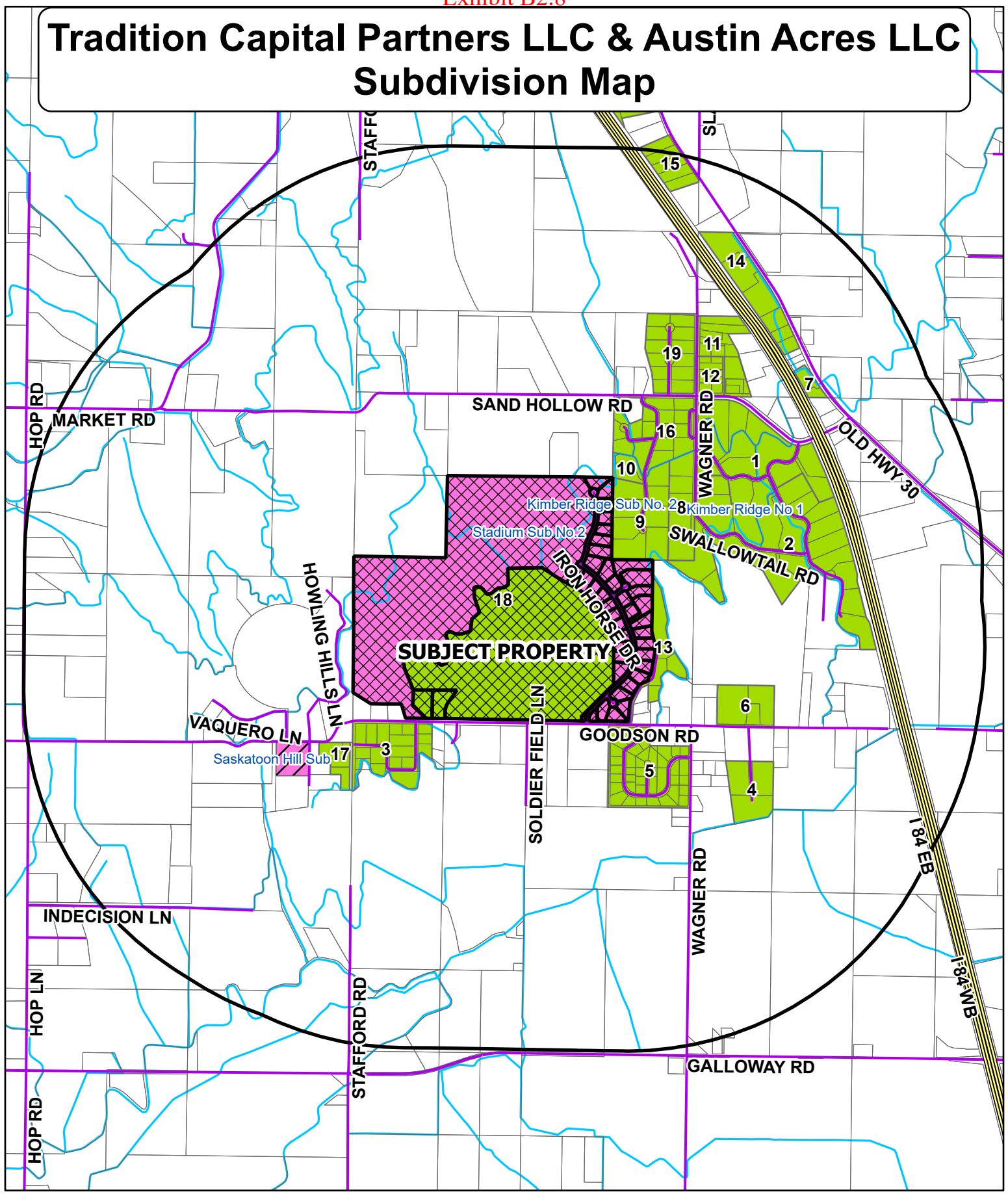
FARMLAND REPORT

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

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 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

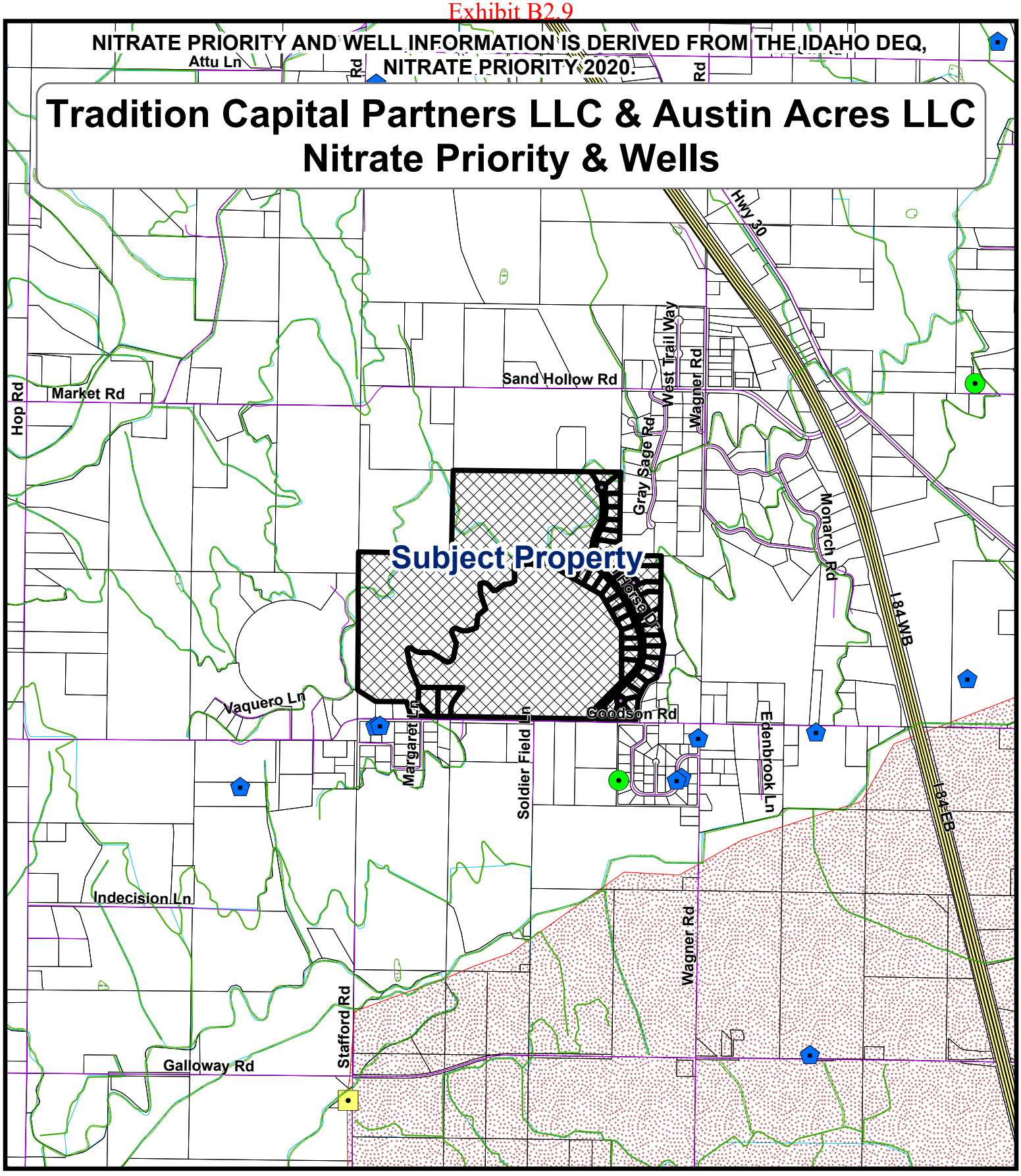
MOBILE HOME & RV PARKS

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

Exhibit 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

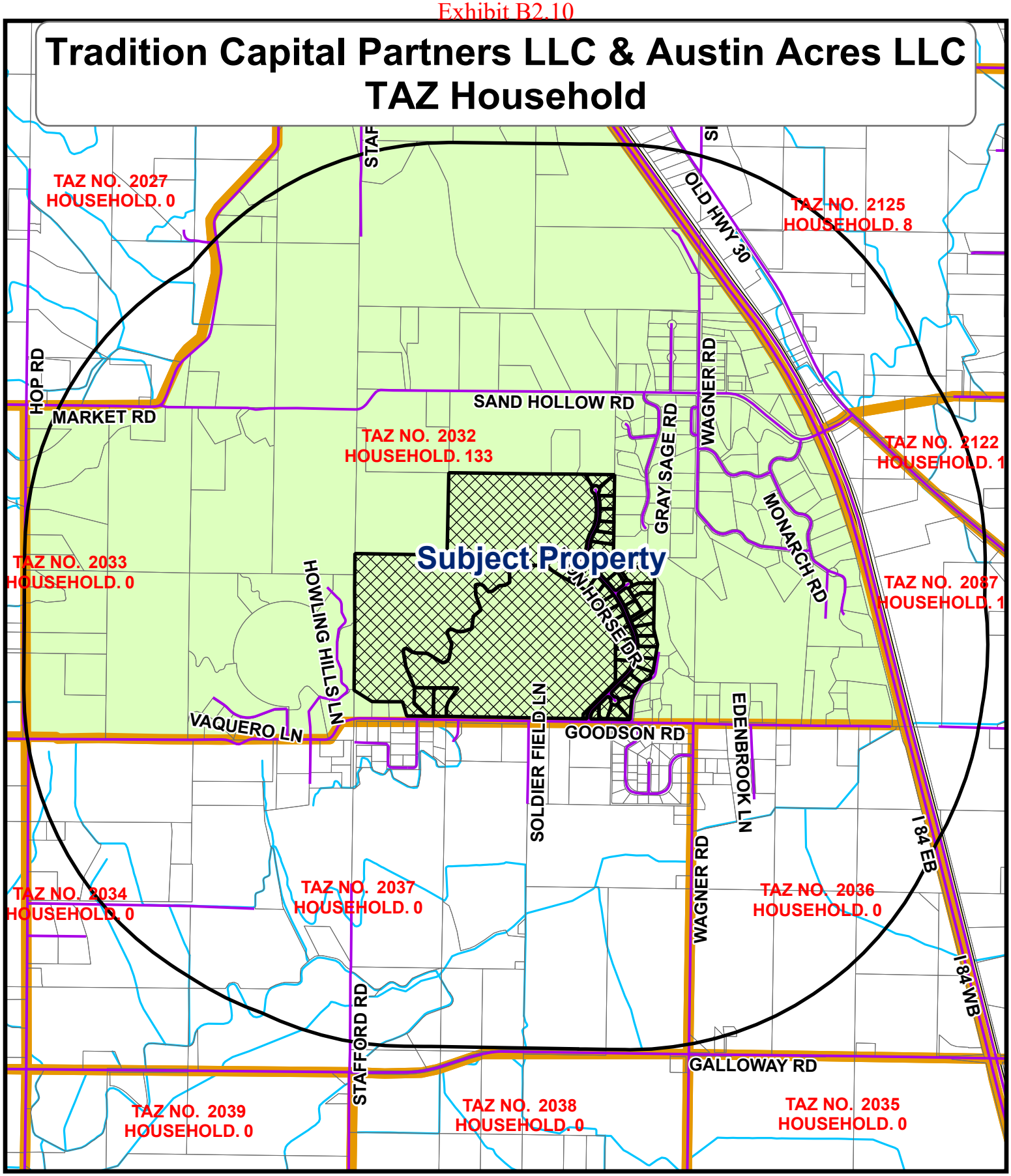
5.0000001 - 10.00

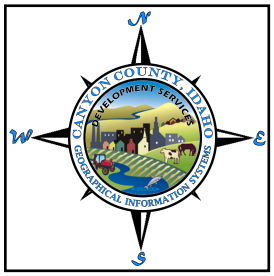
10.000001 - 49.80

0 0.5 1 Miles

Exhibit B2.9

Tradition Capital Partners LLC & Austin Acres LLC
TAZ Household



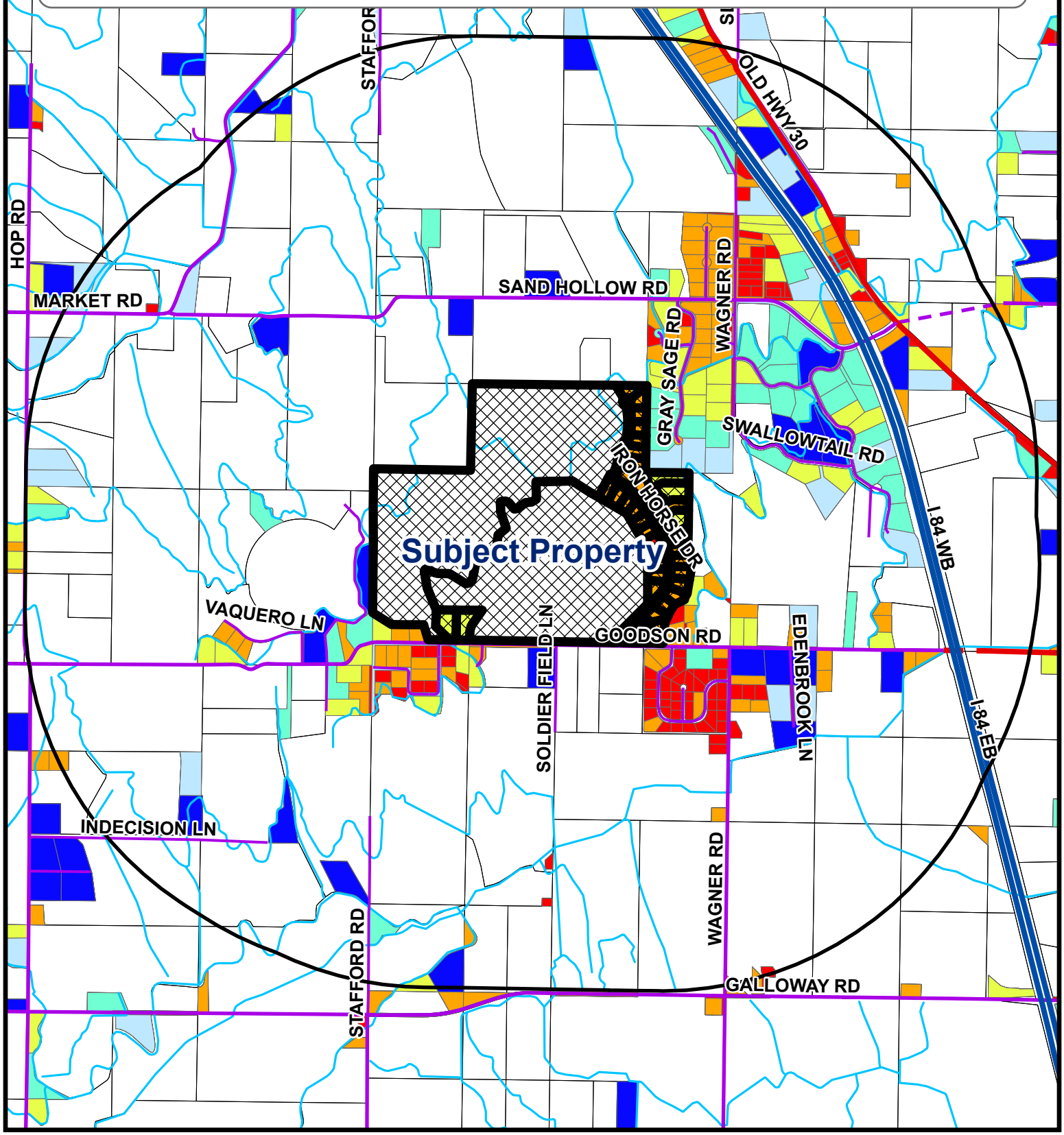


House Hold 2025-2050

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

0 0.5 1 Miles

Tradition Capital Partners LLC & Austin Acres LLC
Lot Classification Map



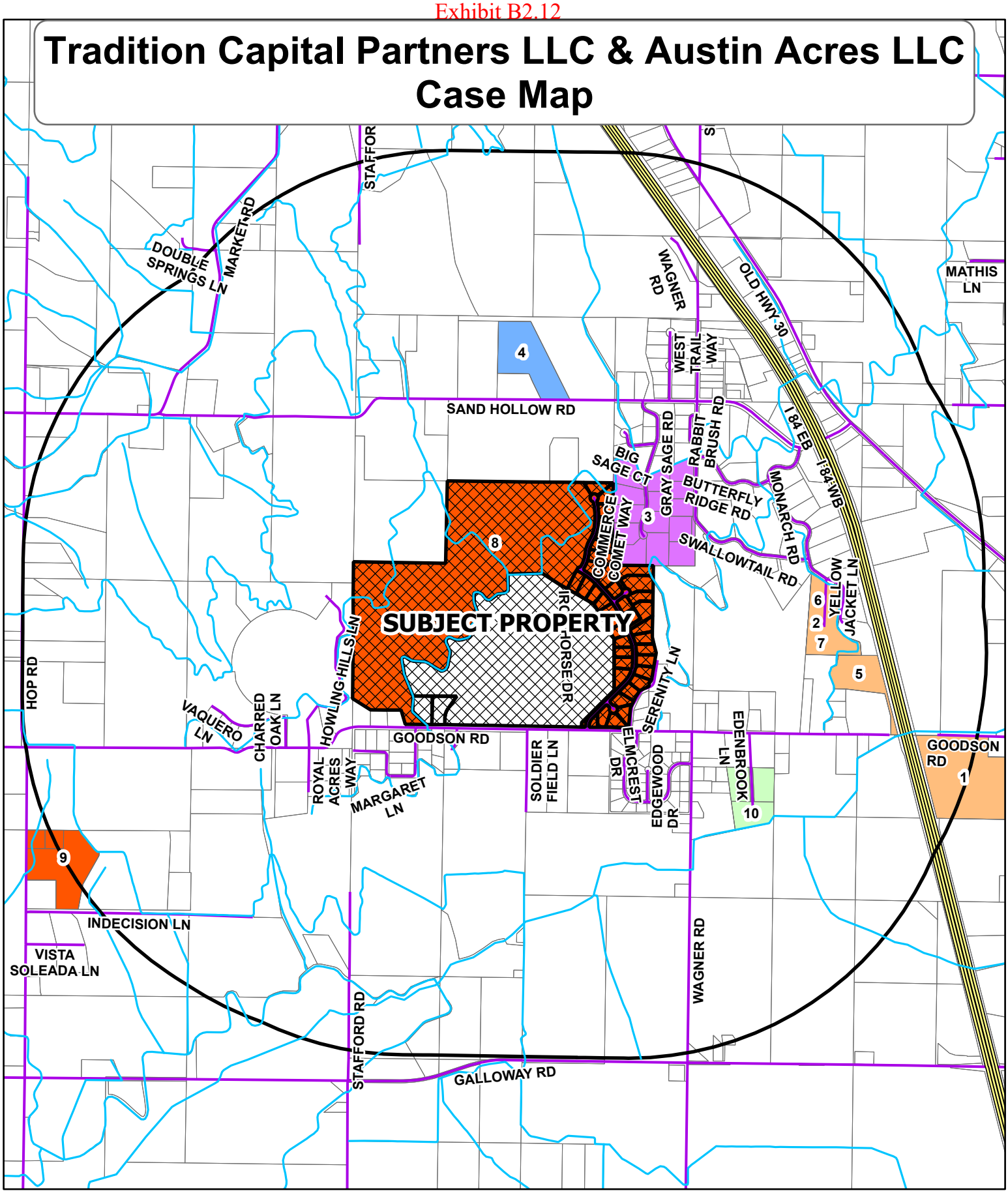
Lot Size

- 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

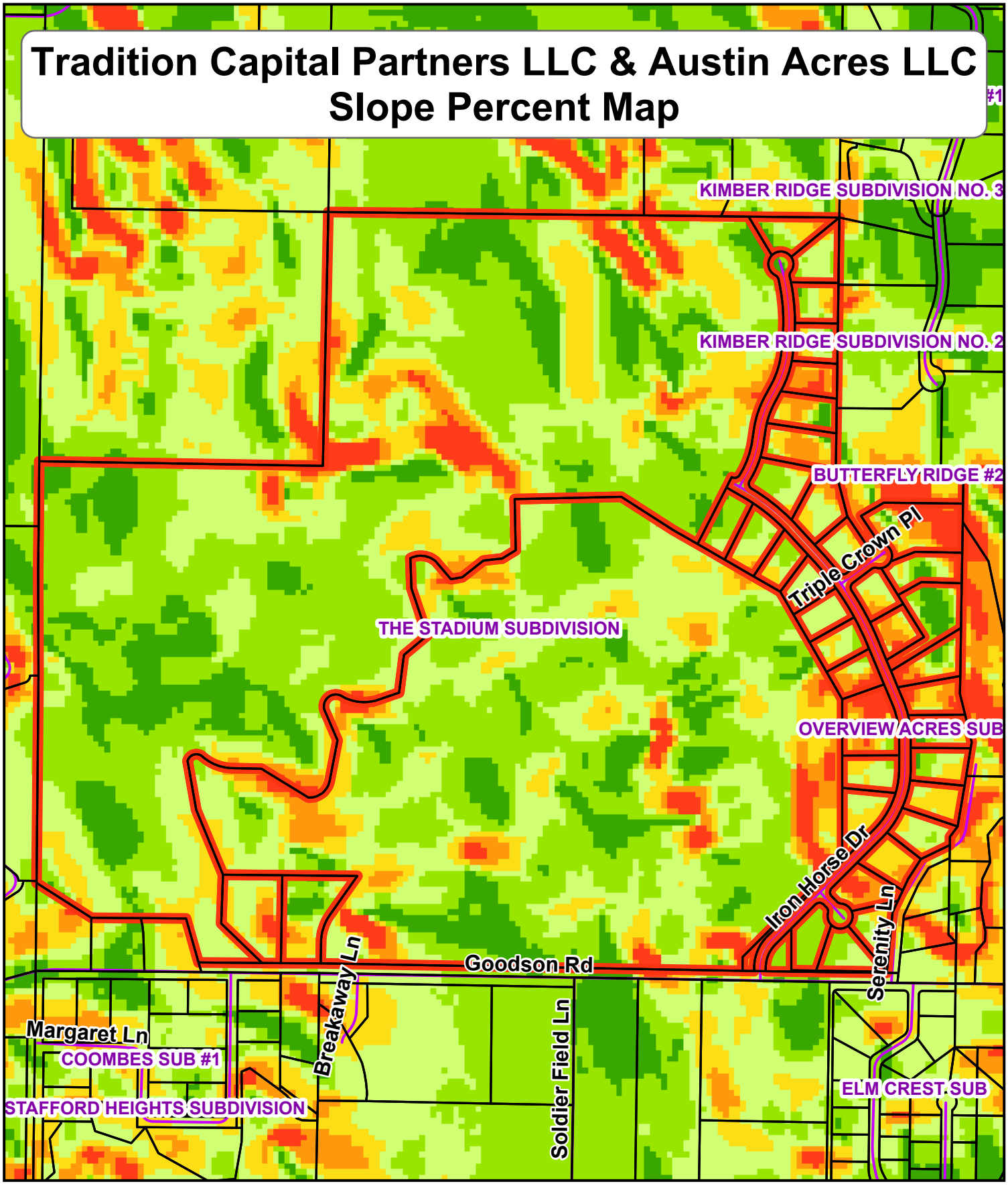


Year	
2020	2023
2021	2024
2022	2025

0 0.5 1 Miles

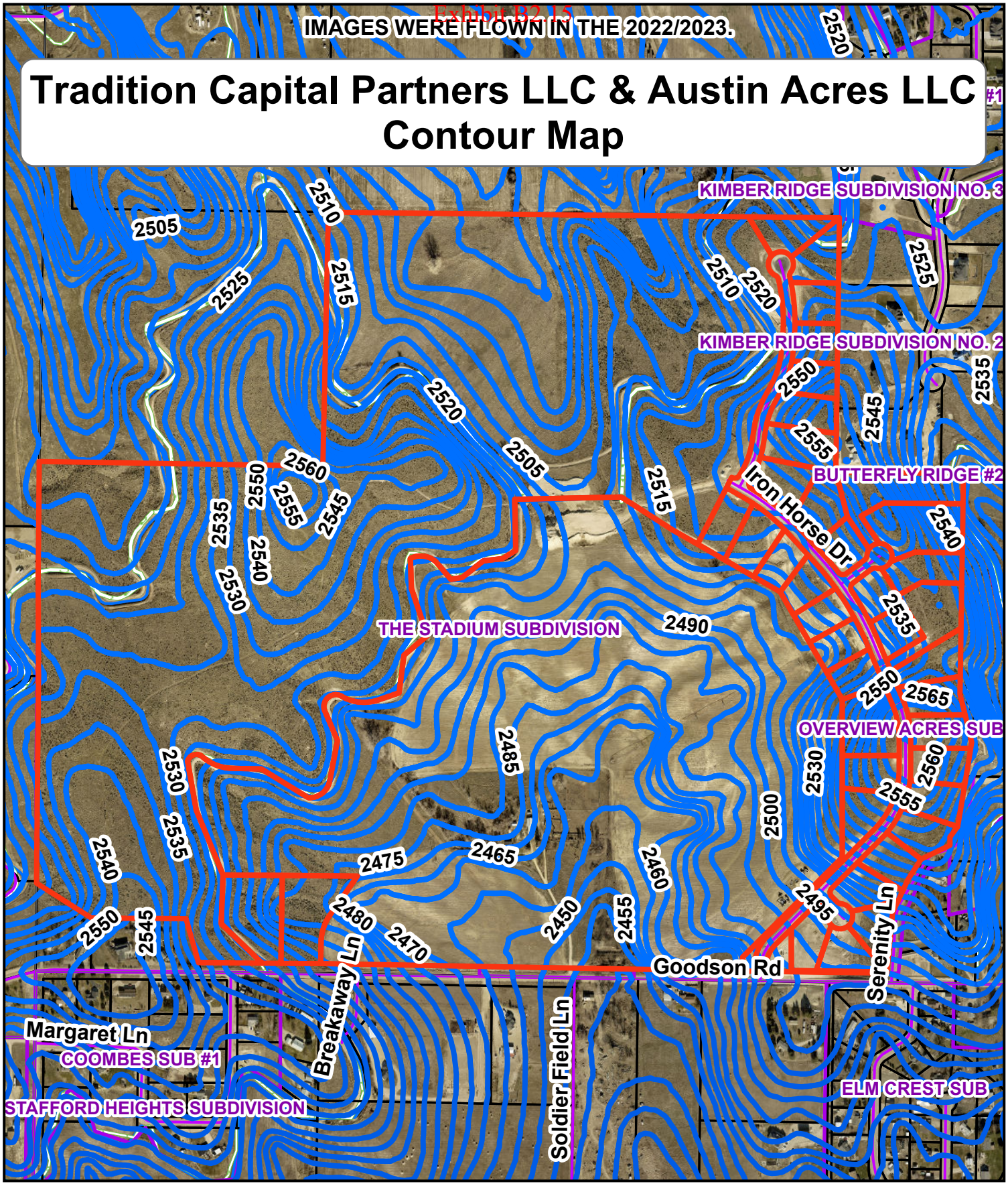
CASE SUMMARY

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


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

IMAGES WERE FLOWN IN THE 2022/2023.

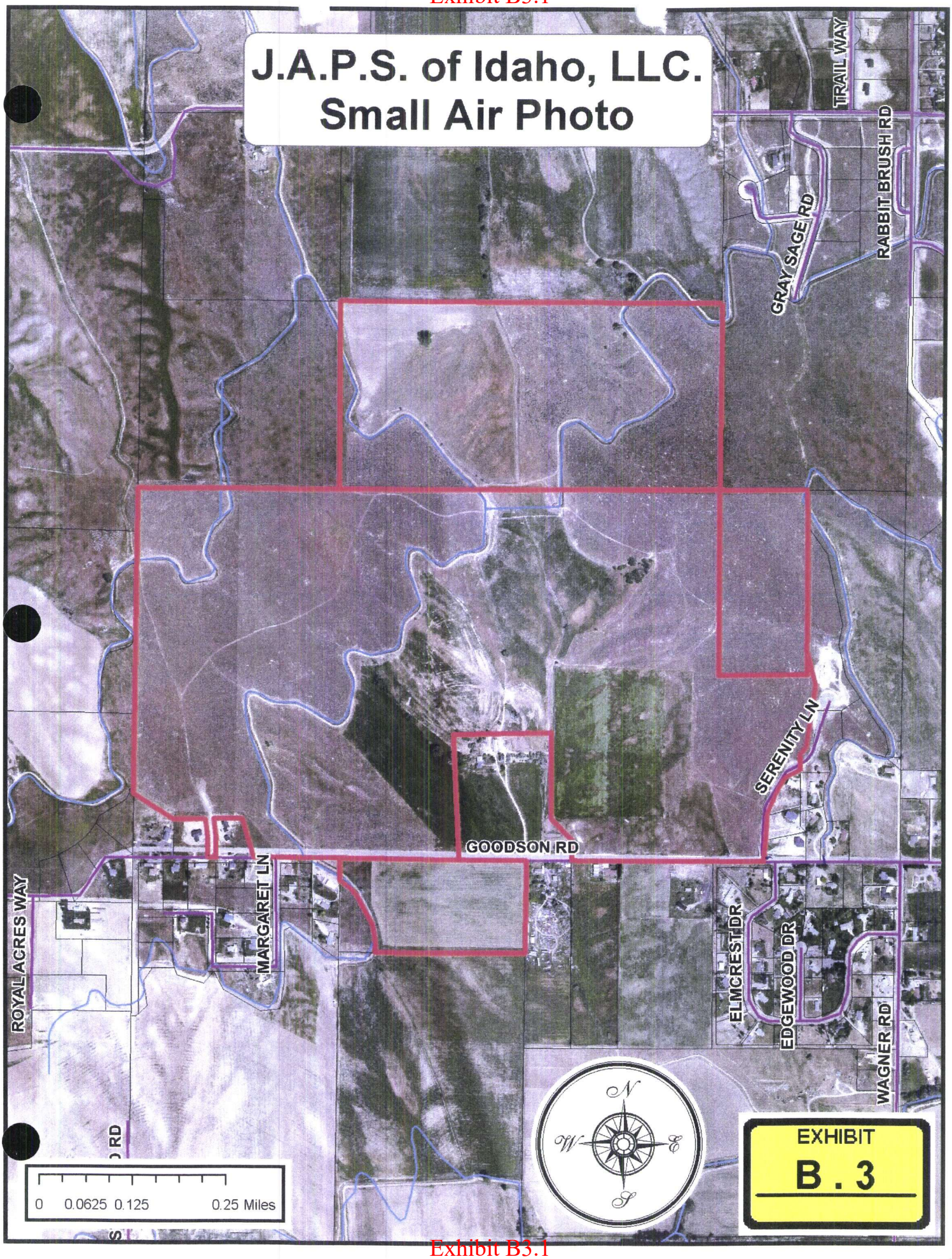
Tradition Capital Partners LLC & Austin Acres LLC Contour Map

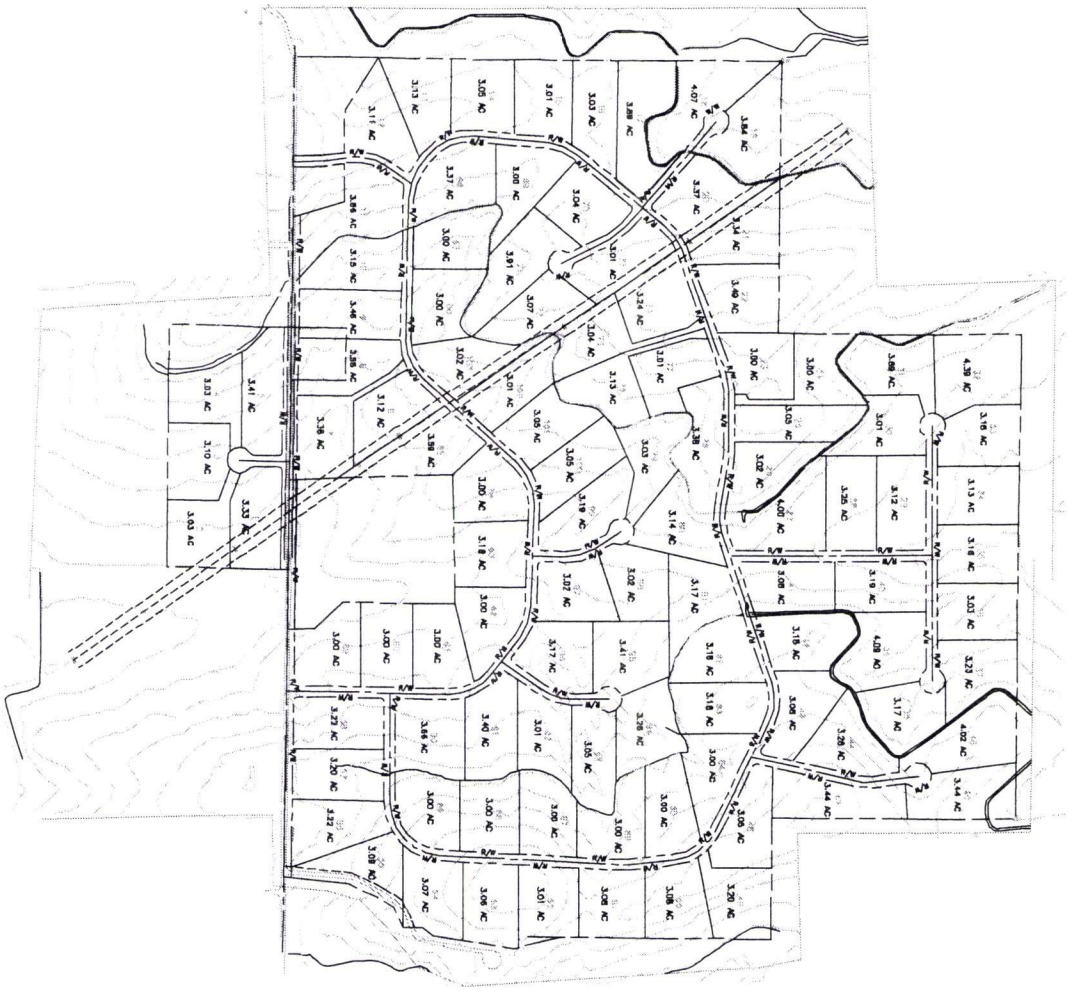


Legend

- SUBJECT_PROPERTY
- TaxParcels
- SectionContours
- Wetlands

0 200 400 600 Feet


J.A.P.S. of Idaho, LLC.
Small Air Photo
TRAIL WAY
RABBIT BRUSH RD
GRAY SAGE RD
SERENITY LN
GOODSON RD
MARGARET LN
ROYAL ACRES WAY
ELMCREST DR
EDGEWOOD DR
WAGNER RD
0 0.0625 0.125 0.25 Miles
N
W
E
S
EXHIBIT
B . 3



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#

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.

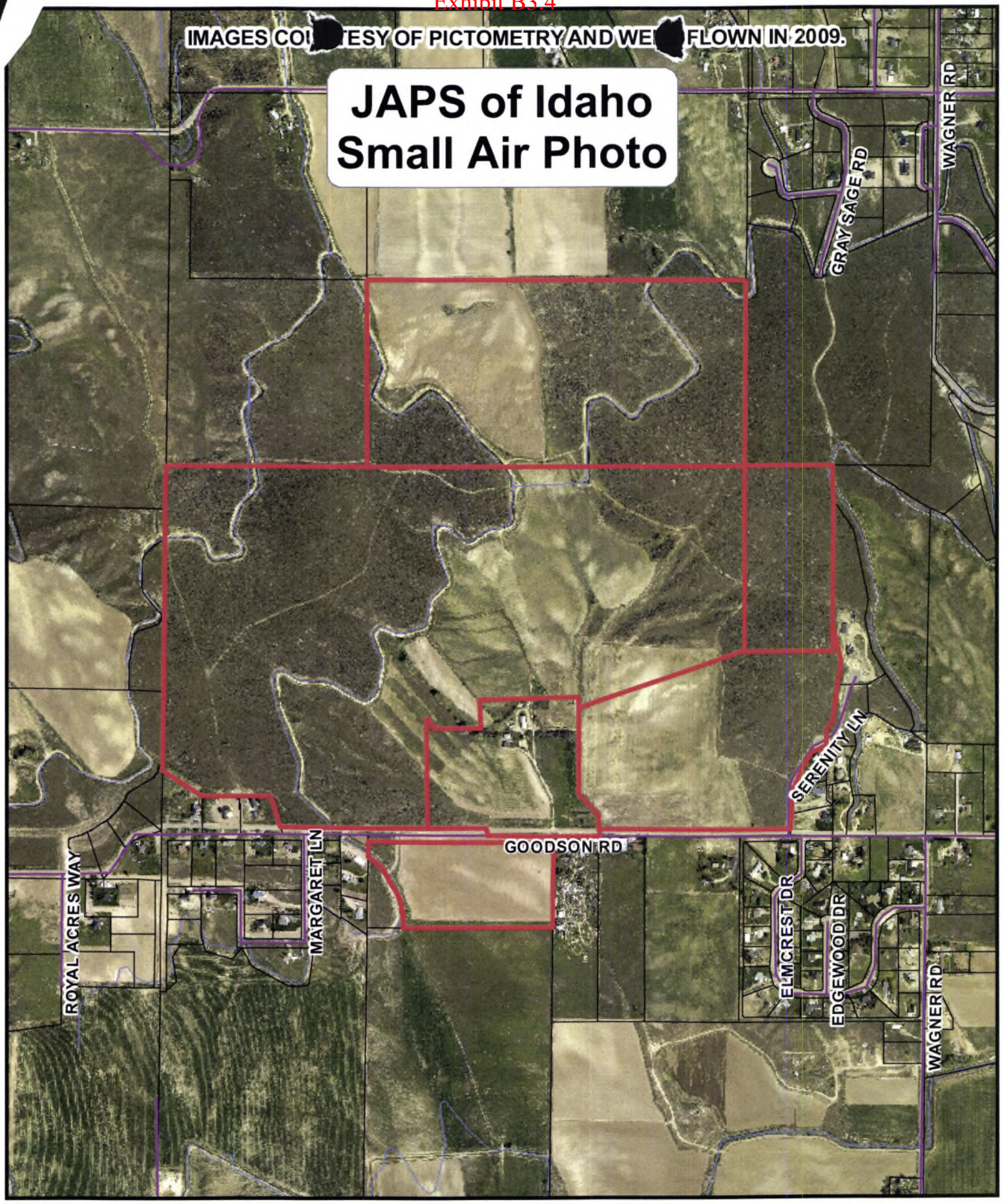

IMAGES COURTESY OF PICTOMETRY AND WERE FLOWN IN 2009.
JAPS of Idaho
Small Air Photo
WAGNER RD
GRAY SAGE RD
SERENITY LN
GOODSON RD
ROYAL ACRES WAY
MARGARET LN
ELMCREST DR
EDGEWOOD DR
WAGNER RD
0
0.125
0.25
Miles
EXHIBIT
B . 3

EXHIBIT
B.37
CPR2009-1

SHEET 1 OF 1

CONCEPT

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
524 CLEVELAND BOULEVARD, SUITE 220
CALDWELL, IDAHO 83605-6080
PHONE: (208) 795-5018
OFFICE ALSO IN:
NAMPA, IDAHO

REVISIONS

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.

Received 3/25/2010

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

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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.

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:



2012-052597
RECORDED
11/26/2012 01:10 PM



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=12 RECORD1 NO FEE
AGR
CANYON COUNTY COMMISSIONERS

Canyon County Recorder's Office

Cover Page

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

Exhibit B3.7

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

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 **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

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

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,

Exhibit B3.7

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.



Exhibit B3.7

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:

Page 2 of 2

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.**

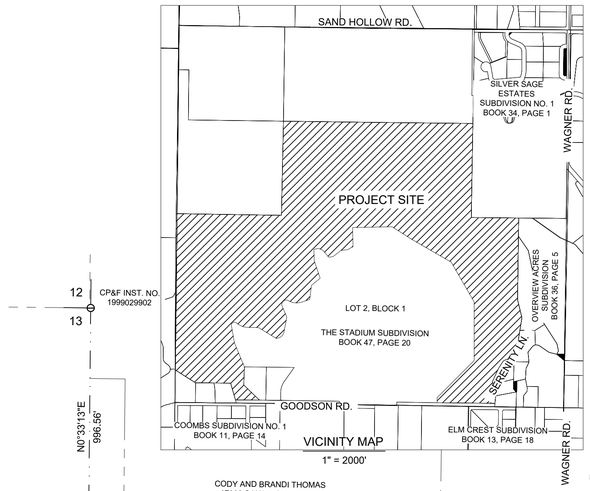
CONTAINING 18.53 acres, more or less.

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

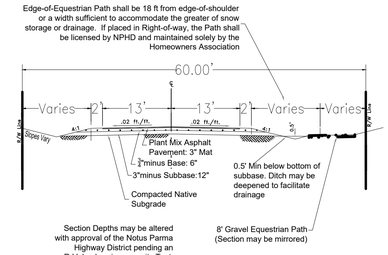


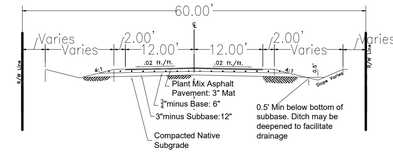
LEGEND

- 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 — Ron Wright — 19630 — 11-23-21 — STATE OF IDAHO — RON WRIGHT

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REV # | DATE

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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

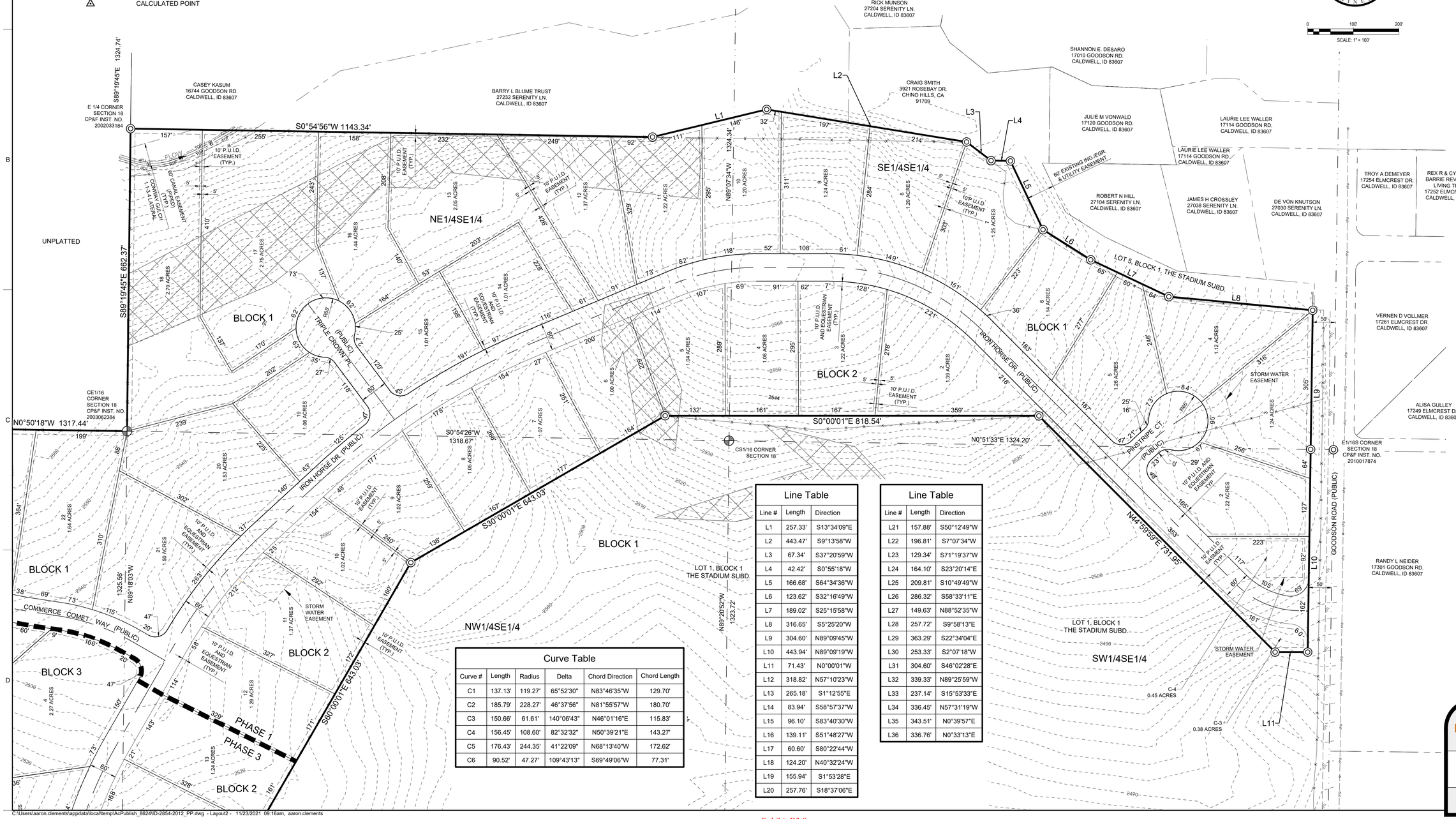
LEGEND

- SUBDIVISION BOUNDARY
- PHASE LINE
- 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 — 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'



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

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'

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PRELIMINARY
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STADIUM SUBDIVISION
CANYON COUNTY, IDAHO

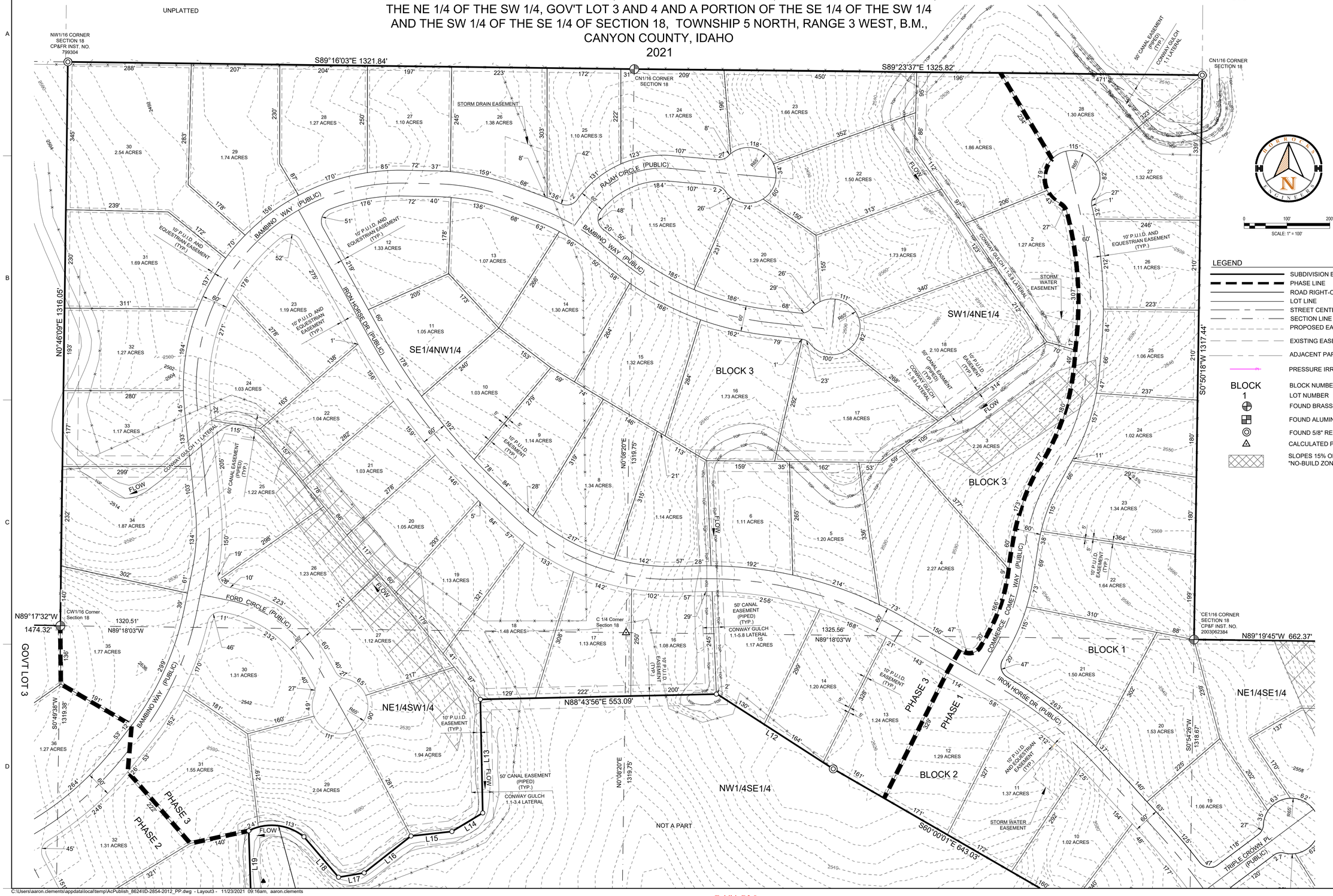
PRELIMINARY PLAT
LOT DIMENSIONS AND EASEMENTS

PP1.1

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PRELIMINARY PLAT
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2021



RON WRIGHT P.L.S. 19630

PROFESSIONAL LAND SURVEYOR — LICENSED — RON WRIGHT — 19630 — 11-23-21 — STATE OF IDAHO

SCALE: 1" = 100'

LEGEND

- SUBDIVISION BOUNDARY
- PHASE LINE
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REVISIONS

REV #	DATE

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PRELIMINARY
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STADIUM SUBDIVISION
CANYON COUNTY, IDAHO

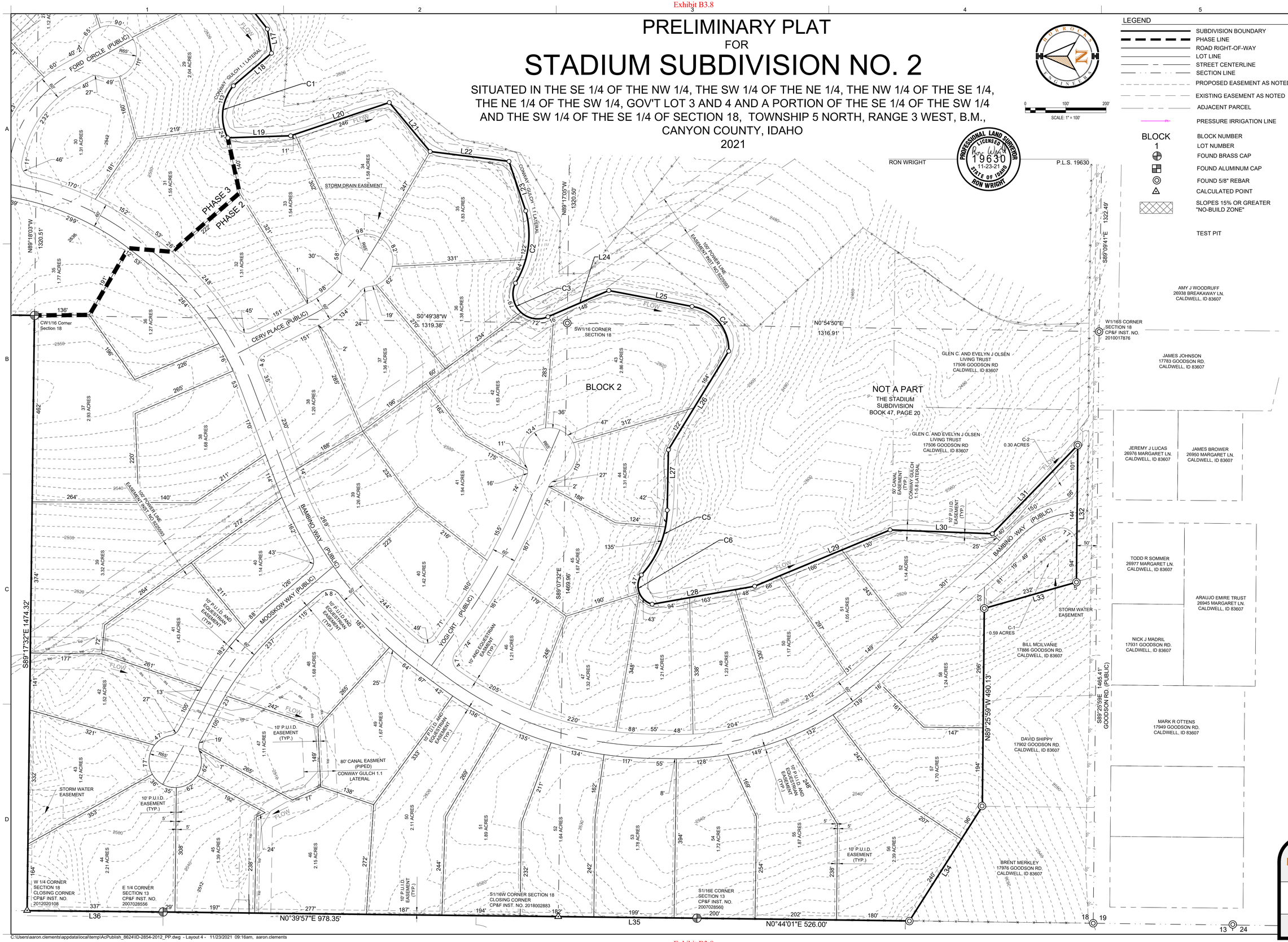
PRELIMINARY PLAT
LOT DIMENSIONS AND EASEMENTS

PP1.2

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PRELIMINARY PLAT
FOR
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2021



LEGEND

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- LOT LINE
- STREET CENTERLINE
- SECTION LINE
- PROPOSED EASEMENT AS NOTED
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- SLOPES 15% OR GREATER "NO-BUILD ZONE"
- TEST PIT

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STADIUM SUBDIVISION
CANYON COUNTY, IDAHO

PRELIMINARY PLAT
LOT DIMENSIONS

PP1.4

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Exhibit B3.8

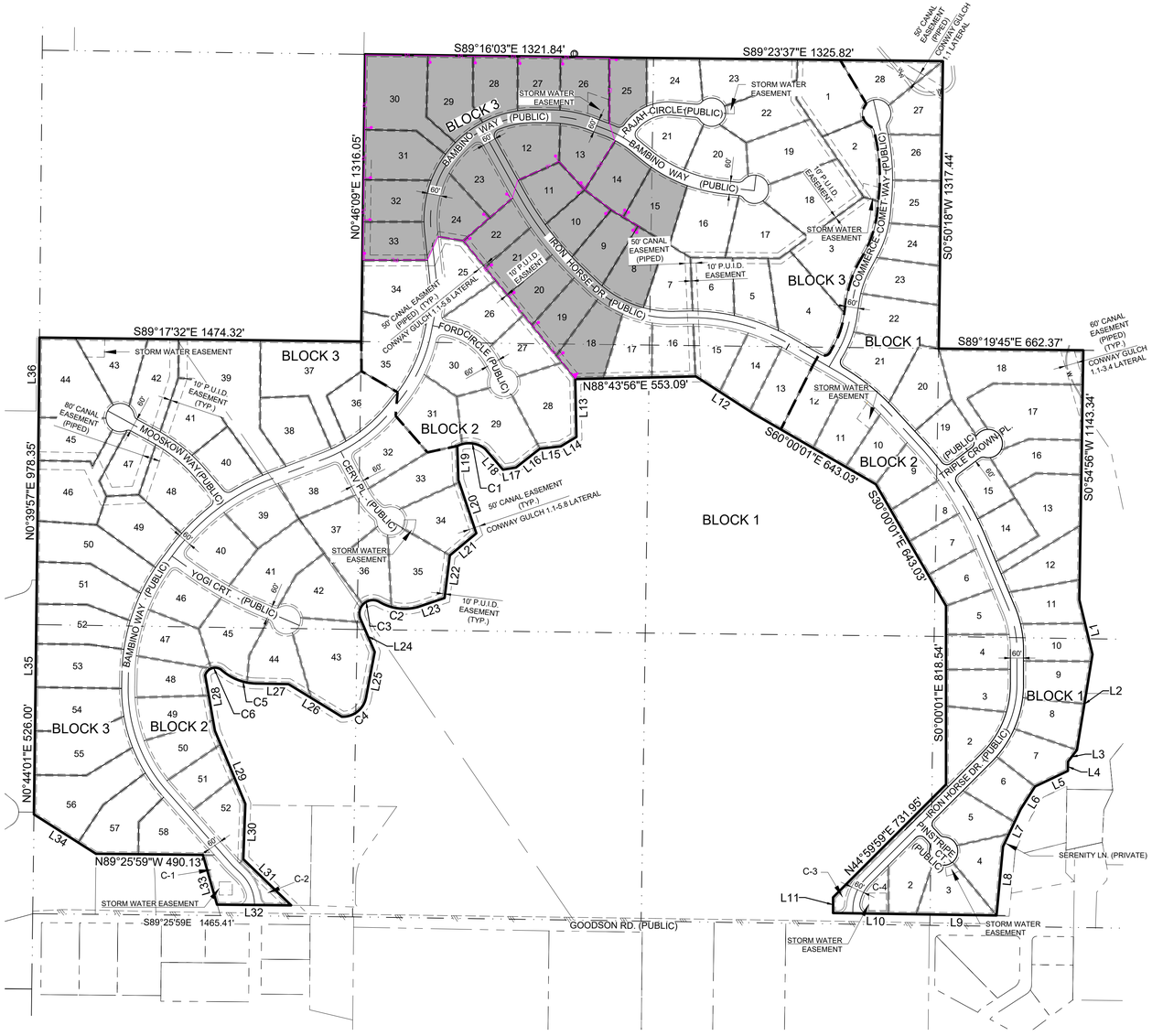
PRELIMINARY PLAT
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2021

PROPOSED PRESSURE IRRIGATION

LEGEND:

- AIR VENT
- DRAIN
- STUB TO LOTS
- PUMP STATION
- PRESSURE IRRIGATION LINE
- LOTS TO BE SERVED WITH PRESSURIZED IRRIGATION
- TEST PIT



0 300' 600'
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.

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REV # | DATE
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DRAWN MAC
CHECKED SD
PROJECT ID-2854-2012

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NOT FOR CONSTRUCTION

STADIUM SUBDIVISION
CANYON COUNTY, IDAHO

PRELIMINARY PLAT
PROPOSED PRESSURE IRRIGATION

PP1.5

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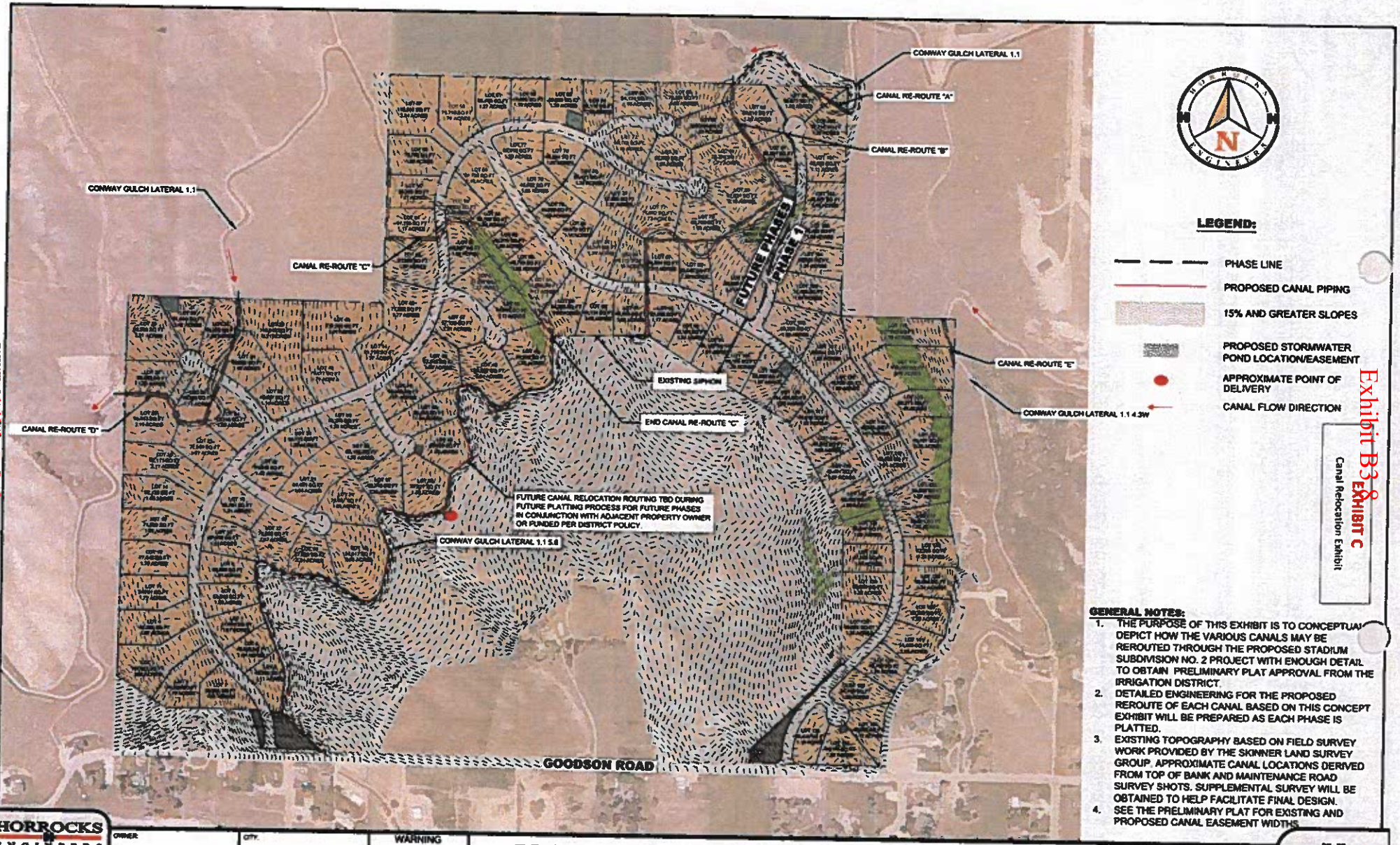


Exhibit B3.8

Exhibit B3.8 EXHIBIT C

Canal Relocation Exhibit

GENERAL NOTES:

1. THE PURPOSE OF THIS EXHIBIT IS TO CONCEPTUALLY DEPICT HOW THE VARIOUS CANALS MAY BE REROUTED THROUGH THE PROPOSED STADIUM SUBDIVISION NO. 2 PROJECT WITH ENOUGH DETAIL TO OBTAIN PRELIMINARY PLAT APPROVAL FROM THE IRRIGATION DISTRICT.
2. DETAILED ENGINEERING FOR THE PROPOSED REROUTE OF EACH CANAL BASED ON THIS CONCEPT EXHIBIT WILL BE PREPARED AS EACH PHASE IS PLATTED.
3. EXISTING TOPOGRAPHY BASED ON FIELD SURVEY WORK PROVIDED BY THE SKINNER LAND SURVEY GROUP. APPROXIMATE CANAL LOCATIONS DERIVED FROM TOP OF BANK AND MAINTENANCE ROAD SURVEY SHOTS. SUPPLEMENTAL SURVEY WILL BE OBTAINED TO HELP FACILITATE FINAL DESIGN.
4. SEE THE PRELIMINARY PLAT FOR EXISTING AND PROPOSED CANAL EASEMENT WIDTHS.

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

OWNER:

CITY:

WARNING
0 1/2 1
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PROPOSED CANAL RELOCATION CONCEPT EXHIBIT

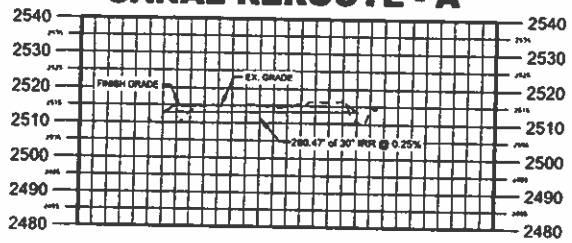
STADIUM SUBDIVISION NO. 2

DRAWING INFO
DATE 03/23/21
SCALE 1" = 500'
REV # DATE
PROJ NO. D-7864-[illegible]

EXHIBIT

PAGE 1

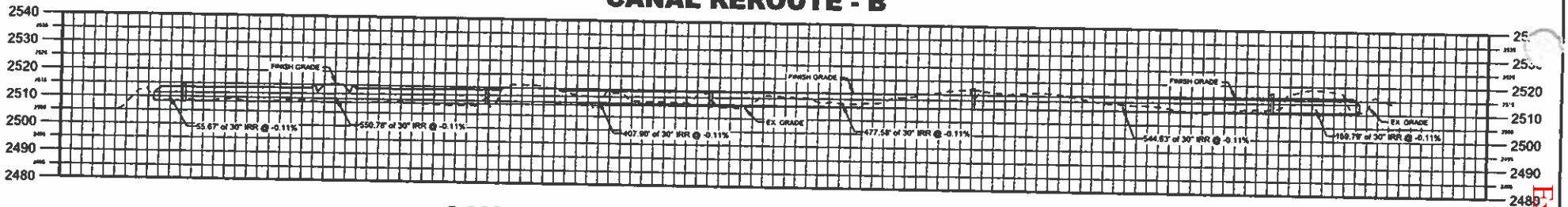
CANAL REROUTE - A



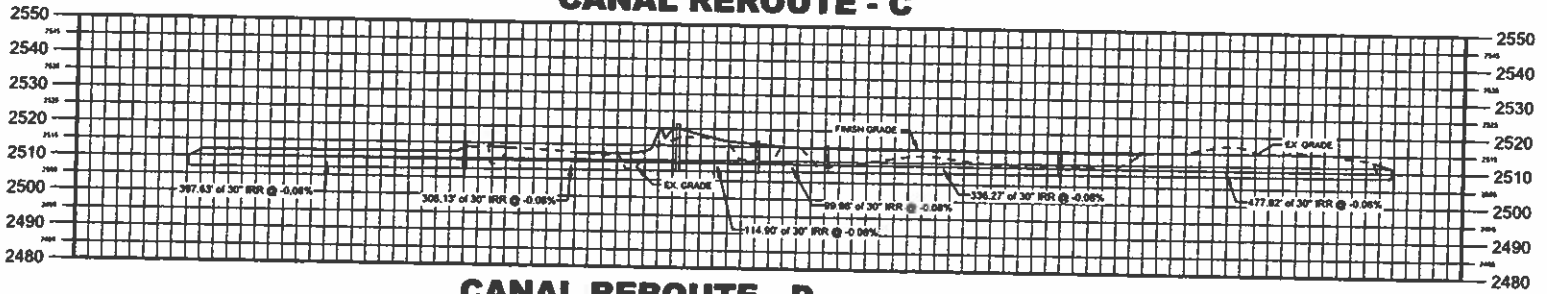
NOTES:

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.

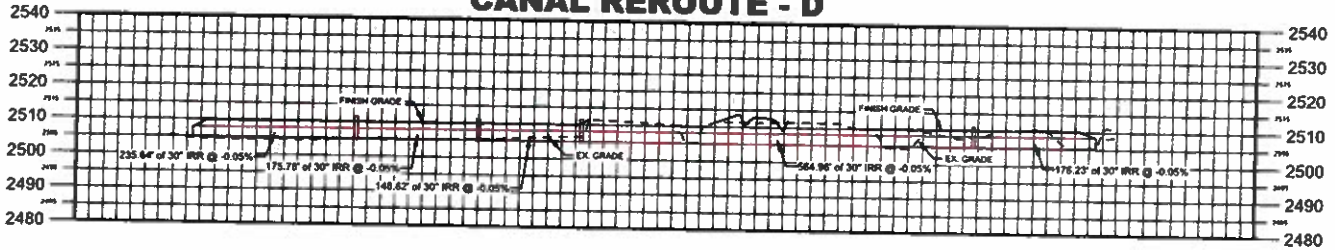
CANAL REROUTE - B



CANAL REROUTE - C



CANAL REROUTE - D



CANAL REROUTE - E

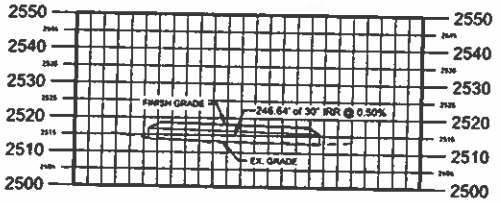


Exhibit B3.8

Exhibit B3.8

EXHIBIT C
Canal Relocation Exhibit

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OWNER:

CITY:

WARNING
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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

PAGE 2

EXHIBIT C

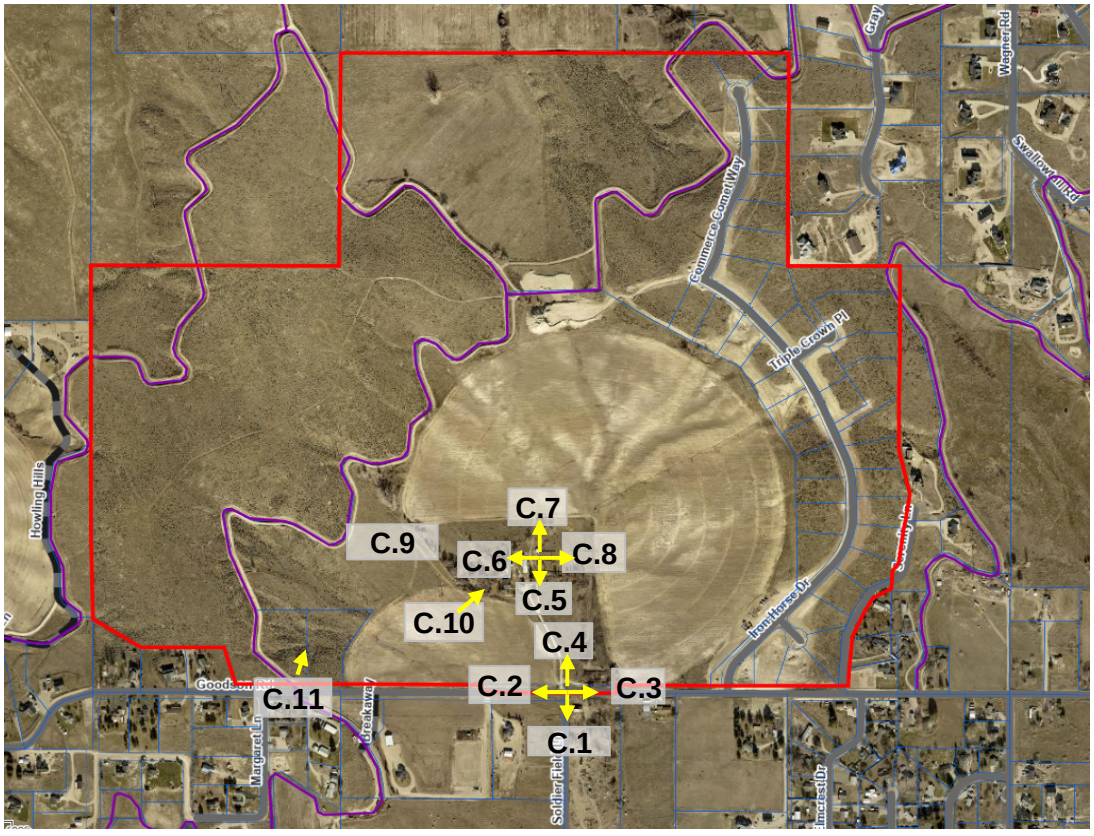
Site Visit Photos: December 3, 2025

Planning & Zoning Commission

Case# PH2016-61-MOD

Hearing date: March 19, 2026

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.1



Driveway & Goodson Rd., Facing South

EXHIBIT: C.2



Subject Property Facing West

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

Exhibit D.2

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.

(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)

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

Exhibit D2.1

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,

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 D.4

SOUTHWEST DISTRICT HEALTH

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 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

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 Williamson	19500 E. Lt. A3, Tr 4 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 Caldwell 83607	Retired Farmer
Richard Kinchelow	RICHARD KINCHELOE	CALDWELL, ID	Retired Farmer

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	Howard VanSlyke	22775 Homedale Rd. Wilder, ID 83676	400
H. David Christensen	H. David Christensen	18250 VanSlyke Rd Wilder	2,250
	Dwayne Fisher	17555 Hwy 95, Wilder, ID	1,350
Jake De Ruyter	Jake De Ruyter	18728 Tucker Road Caldwell, ID	[redacted] 400±
Mark Post	Mark Post	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 Dr. 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: _____