

MEMO

Date: May 10, 2022

To: Robb MacDonald, Engineering Department
T.J. Frans, Engineering Department
Steve Pendleton, Engineering Department
Alan Perry, Fire Marshal
Chris Bryant, Building Department
Dave Wright, Police Department
Dave Marston, Mapping Department
Angie Hopf, Mapping Department
Baily Barnes, Mapping Department
Vallivue School District
Pioneer Irrigation District
Compass Idaho
Caldwell Transportation
Brown Bus Company
Canyon Highway District #4
Idaho Transportation Department
Valley Regional Transit
Idaho Power
Intermountain Gas
USPS Caldwell

From: Debbie Root, Senior Planner
Caldwell P & Z Department

RE: Case Number SUP22-000004/AMD22-02 Celeste Place

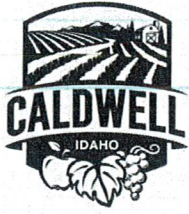
Please review the attached application and information and provide us with your written input. We request that you e-mail any comments as soon as possible but no later than **Friday, June 3, 2022.**

E-mail: **P&Z@cityofcaldwell.org**

Case Number SUP22-000004 AMD-22-02: Nexio Capital is requesting a special use permit for a 72 unit multi-family development on parcel R32746010 west of Celeste Ave., approximately 3.31 acres currently zoned "R3" (High Density Residential). The gross density for the proposed project is 21.8 units per acre. Concurrently the applicant is requesting to amend the existing Development Agreement applicable to the subject property, Dakota Crossing #3 [ANN-136-06 & SUB/PUD-161P-06] recorded as instrument #2007025033. The development agreement amendment will provide for additions/deletions/modifications of conditions specific to the new proposed development plan.

This case is scheduled to be presented before the **Caldwell Planning & Zoning Commission on Tuesday, June 14, 2022 at 7:00 pm.**

We will assume that you have no objections, concerns or comments if you do not reply to this request within the requested timeframe. If you have any questions, you may contact me at 208-455-4662.



CITY OF *Caldwell, Idaho*

Planning & Zoning

HEARING REVIEW APPLICATION

Type of Review Requested (check all that apply)

- Annexation/Deannexation
- Appeal/Amendment
- Comprehensive Plan Map Change
- Design Review
- Ordinance Amendment
- Rezone
- Special Use Permit
- Subdivision- Preliminary Plat
- Subdivision- Final Plat
- Subdivision- Short Plat
- Time Extension
- Variance
- Other Development Agreement Modification

STAFF USE ONLY:

File number(s): _____

Project name: _____

Date filed: _____ Date complete: _____

Related files: _____

Subject Property Information

Address: 12483 Moss St Parcel Number(s): Currently R3276401000, being split

Subdivision: _____ Block: _____ Lot: _____ Acreage: 3.3 Zoning: R-3

Prior Use of the Property: Single-Family Residential

Proposed Use of the Property: Multi-Family Residential

Applicant Information:

Applicant Name: Nicolette Womack - Kimley-Horn Phone: 208-207-8477

Address: 1100 W. Idaho Street, Suite 210 City: Boise State: ID Zip: 83702

Email: nicolette.womack@kimley-horn.com Cell: _____

Owner Name: Tyler Clark Phone: _____

Address: 12483 W Moss St City: Nampa State: ID Zip: 83651

Email: _____ Cell: _____

Agent Name: (e.g., architect, engineer, developer, representative) Justin Christensen - Developer w/ Nexio Capital

Address: 454 West 1600 South City: Springville State: UT Zip: 84663

Email: justin@nexiocapital.com Cell: _____

Authorization

Print applicant name: Nicolette Womack

Applicant Signature: *Nicolette Womack* Date: 3-31-2022



CITY OF Caldwell, Idaho

Planning &
Zoning
Hearing
Review
Application

Type of Review Requested

- Annexation/Deannexation
- Appeal/Amendment
- Comprehensive Plan Map Change
- Design Review
- Ordinance Amendment
- Rezone
- Special Use Permit
- Subdivision- Preliminary Plat
- Subdivision- Final Plat
- Subdivision- Short Plat
- Time Extension
- Variance
- Other _____

STAFF USE ONLY:

File Number(s): _____

Project Name: _____

Date Filed: _____ Date Complete: _____

Related Files: _____

Subject Property Information

Address: 12483 MOSS ST NAMPA, ID 83651 Parcel Number(s): R3276401000

Subdivision: ___ Block: ___ Lot: ___ Acreage: 4.42 Zoning: R3

Prior Use of the Property: _____

Proposed Use of the Property: 72 multi-family units

Applicant Information

Applicant Name: Nicolette Womack Phone: _____

Address: 1100 W. Idaho Street, Suite 210 City: Boise State: ID Zip: 83702

Email: Nicolette.Womack@kimley-horn.com Cell: _____

Owner Name: CLARK TYLER E Phone: _____

Address: 12483 W MOSS ST City: NAMPA State: ID Zip: 83651

Address: NAMPA, ID 83651

Email: _____ Cell: _____

Agent Name: (e.g., architect, engineer, developer, representative) Kimley-Horn

Address: 950 W Bannock Street, Suite 1100 City: Boise State: ID Zip: 83702

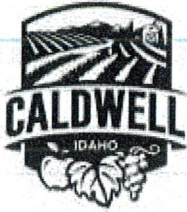
Email: Nicolette.Womack@kimley-horn.com Cell: _____

Authorization

Print Applicant Name: Nicolette Womack

Applicant Signature: _____ Date: 03/31/2022

AI



CITY OF
Caldwell, Idaho

Planning & Zoning
SPECIAL-USE PERMIT

Project Name: Celeste Place	File #:
Applicant/Agent: Nicolette Womack - Kimley-Horn	

Applicant (v)	Please provide the following REQUIRED documentation:	Staff (v)
Done	Completed & signed Hearing Review Master Application	
Done	Narrative fully describing the proposed use/request	
Done	Recorded warranty deed for the subject property	
Done	Signed Property Owner Acknowledgement (if applicable)	
Done	Vicinity map, showing the location of the subject property	
Done	Site Plan The following are suggested items that may be shown on the site plan:	
	• Property boundaries of the site	
	• Existing buildings on the site	
	• Parking stalls and drive aisles	
	• Sidewalks or pathways (proposed and existing)	
	• Fencing (proposed and existing)	
Done	Floor Plan	
Done	Landscape Plan (if applicable)	
Done	Neighborhood Meeting sign-in sheet	
Done	All of the above items shall be submitted in 8 ½ x 11 paper format AND in electronic format (preferably PDF or Word) on either a jump drive or CD. Please be aware the jump drive or CD will become part of the file and will not be returned	
Electronic	Fee	

STAFF USE ONLY:
Date Application Received: _____
Received by: _____
Proposed Hearing Date: _____
Hearing Body: _____

AH



March 31, 2022

Planning & Zoning
City of Caldwell
621 Cleveland Boulevard
Caldwell, ID 83605

RE: Celeste Place Request

On behalf of Nexio Capital, we are submitting the Celeste Place request for review and approval.

The subject property is located at 12483 Moss St (Parcel No. R3276401000) and consists of 4.4 acres. After right-of-way was dedicated for Celeste Ave, the parcels were split into Parcel A and B, new parcel numbers are being assigned. The project is located on the resulting Parcel A (3.3 acres). The existing site is vacant and within the City of Caldwell. The Future Land Use Map designates the site as 'High Density Residential' which allows up to 25 units per gross acre. The property is currently zoned 'R-3 – High Density Residential' within which Caldwell requires a special use permit for multi-family.

The project includes a total of 72 multi-family units which includes 18 one-bedroom, 36 two-bedroom and 18 three-bedroom units. The units are organized into four buildings at three stories in height. The project is required to provide 108 total parking spaces, 1.5 per dwelling unit, with a maximum of 144 parking spaces. The project includes 108 total parking spaces, 2 of which are EV equipped.

Vehicular site access will be consolidated off Celeste Ave, with emergency access off Moss Lane. A 26' wide internal service drive serves the site. The project will be internally connected via 5' wide sidewalks. A 15' wide landscape buffer is provided along Moss Lane and Celeste Ave (collector roadways) adjacent the site with attached sidewalks. Additional right-of-way will be dedicated along Moss Lane. Project amenities include a community playground, picnic shelter, BBQ area and fenced dog park. The project provides 11% open space, exceeding the 10% required open space for multi-family.

A Development Agreement (DA) Modification request is also included. The original Dakota Crossing #3 Subdivision DA included the existing subdivision to the south in addition to this parcel. The agreement will need to be updated to note removing the subject parcel from the standards conditions of the DA which are more specific to the existing single-family subdivision. The DA can then reference this property's compliance with the new conditions associated with this requested Special Use Permit.

A traffic impact study was conducted and found that the addition of site traffic has minimal effect on current or projected future traffic operations. No mitigation improvements are recommended. It is important to note the ITD Project for SH-55, Farmway Road to Middleton Road includes improvements to the Karcher Road/Celeste Ave intersection to be completed in FY 2022-2028 ITIP.

The proposal is consistent with the *Goals, Objective, and Strategies* of the *2040 Comprehensive Plan for the City of Caldwell*. *Policy 2-4* calls for allowing higher density development as a means to support public transportation. *Goal 3* encourages creating communities that are more livable, affordable, connectable and sustainable. *Goal 2* calls for supporting enhanced housing standards that will improve

the visual appearance of residential neighborhoods. Lastly, *Goal 1* calls for supporting adequate housing for a range of income levels and residential needs.

Agency requirements will be fully met and submitted for your review and comment as the project continues. Initial meetings indicate that agencies are in alignment and agreement for the proposed project; however, as additional needs arise, they will be mitigated and incorporated in the project design. The best engineering, architectural, and construction practices will be employed and implemented by the ownership and consultant team.

We greatly appreciate your time and review of our application submittal. In accordance with the submittal checklists, we are submitting electronically with all required information. Please contact me at (208) 207-8477 or Nicolette.Womack@kimley-horn.com should you have any questions.

Sincerely,

Nicolette Womack

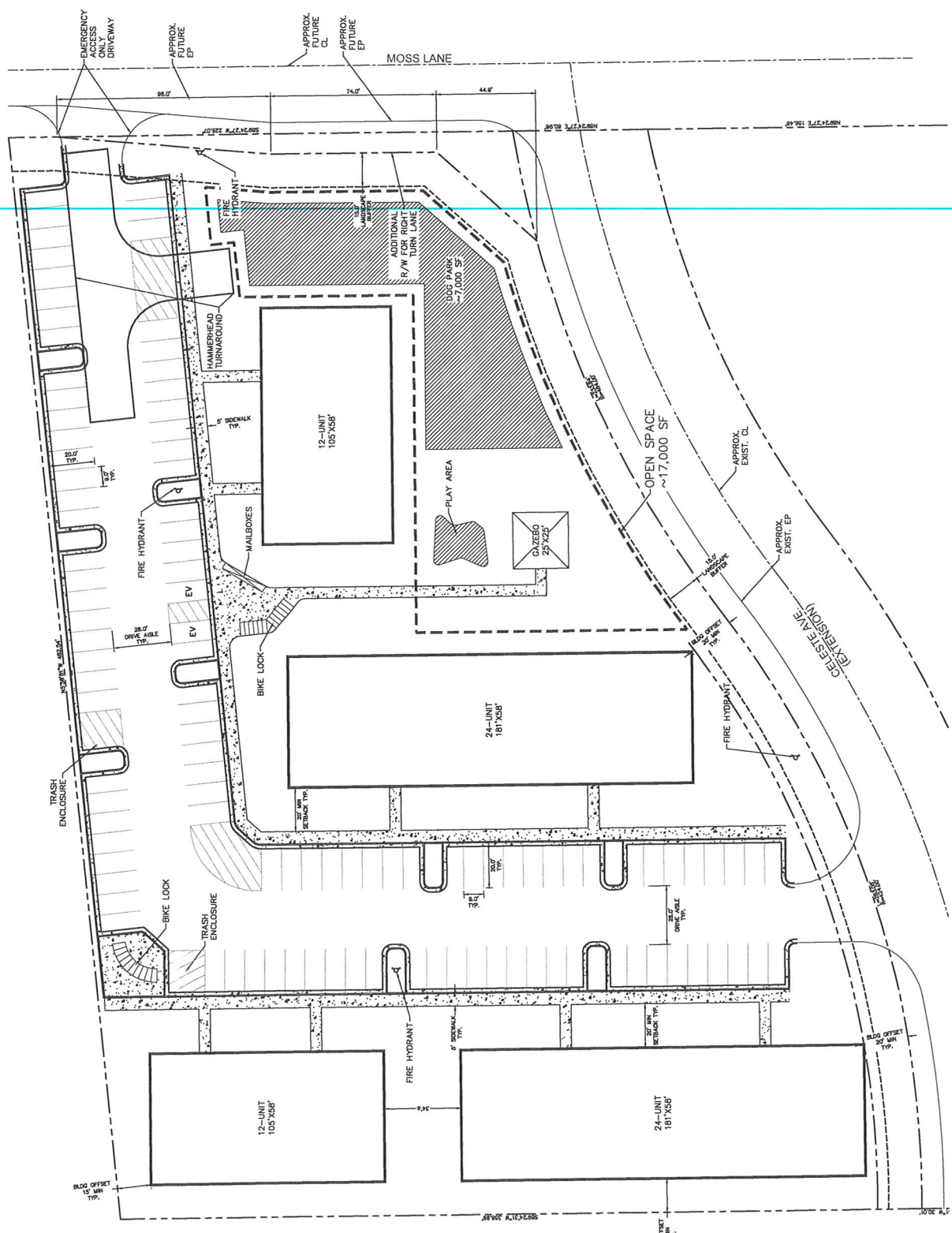
Nicolette Womack, AICP
Planner

NO.	REVISION	BY	DATE	APPR.

SCALE (H) = 1" = 20'
 SCALE (V) = NONE
 DESIGNED BY: AHN
 DRAWN BY: AHN
 CHECKED BY: TPN
 DATE: 3/15/2022
 © 2022 KIMLEY-HORN AND ASSOCIATES, INC.
 950 SERVICE STREET, SUITE 1100
 BOISE, IDAHO 83702 (208) 297-2895

MOSS & CELESTE
 SITE CONCEPT
 CANYON, IDAHO

PROJECT NO.
 03030000
 DRAWING NAME
 Site-Concept
 01 OF 01



A3

K:\V2\03030000\1243 Moss & Celeste\Drawings\Site-Concept.dwg, Nov 15, 2022 Anthony Hovian
 THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC.

NEIGHBORHOOD MEETING FORM
City of Caldwell Planning and Zoning Department
621 E. Cleveland Blvd., Caldwell, ID 83605
Phone: (208) 455-3021

Start Time of Neighborhood Meeting: 5:00 PM - LATE START

End Time of Neighborhood Meeting: 6:45 PM

Those in attendance please print your name and address. If no one attended, Applicant please write across this form "No one attended."

	<u>PRINTED NAME</u>	<u>ADDRESS, CITY, STATE, ZIP</u>
1.	<i>Spice Winker</i>	<i>12498 Moss Ln Nampa 83651</i>
2.	<i>Leslie Halpin</i>	<i>12484 Moss Ln Nampa 83651</i>
3.	<i>Leslie Halpin</i>	<i>" "</i>
4.	<i>Jammie Simmons</i>	<i>12498 Moss Ln, Nampa</i>
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		

- 20. _____
- 21. _____
- 22. _____
- 23. _____
- 24. _____
- 25. _____

Neighborhood Meeting Certification:

Applicants shall conduct a neighborhood meeting for the following: special use permit applications; variance applications; annexation applications; planned unit development applications; preliminary plat applications that will be submitted in conjunction with an annexation, rezone or planned unit development application; and, rezone applications as per City of Caldwell Zoning Ordinance Section 10-03-12.

Description of the proposed project: **72 Unit Multifamily Project**

Date of Round Table meeting: **12/2/21**

Notice sent to neighbors on: **3/16/22**

Date & time of the neighborhood meeting: **3/29/22 - 5:00 PM**

Location of the neighborhood meeting: **Caldwell Library - 1010 Dearborn St, Caldwell, ID 83605**

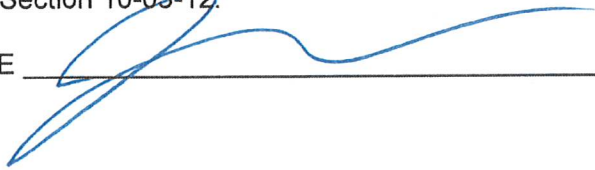
Developer/Applicant:

Name: **Justin Christensen**

Address, City, State, Zip: **454 W 1600 S, Springville, UT 84663**

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with City of Caldwell Zoning Ordinance Section 10-03-12.

DEVELOPER/APPLICANT SIGNATURE _____ DATE **3/29/22**



2011032022

RECORDED

2011 Aug 11 PM 4 54

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY M. Brown

Requestor TitleOne Boise

Type DEED

Fee \$16.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

Recording Requested by:

When recorded mail to:

Tyler E. Clark
1041 Steeple View Dr.
Eagle, ID 83616

WARRANTY DEED

FOR VALUABLE CONSIDERATION in hand paid, the receipt of which is hereby acknowledged, **DAKOTA CROSSING INVESTMENTS, LLC**, an Idaho limited liability company, the **GRANTOR**, does by these presents hereby grant, bargain, sell, CONVEY AND WARRANT unto **TYLER E. CLARK**, a single man, having a mailing address of 12483 W. Moss Lane, Nampa, Idaho 83651, the **GRANTEE**, all that certain tract, lot, piece, and parcel of land (hereinafter referred as the "PREMISES") situated in the County of Canyon, State of Idaho, which is more particularly described as follows:

See Exhibit "A" which is attached hereto and by this reference incorporated herein.

GRANTOR does hereby covenant to and with said GRANTEE, that GRANTOR is the owner in fee simple of said PREMISES; that said PREMISES are free and clear from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by GRANTEE; and that GRANTOR will forever warrant and defend the quiet and peaceable possession of said PREMISES by GRANTEE, their heirs successors and assigns against all lawful claims whatsoever.

SUBJECT TO:

1. All reservations, restrictions, dedications, easements, rights of way and agreements as appear of record or by use upon the PREMISES, including, but not limited to, the development agreement recorded in the office of the County Recorder of Canyon County, Idaho as Instrument Number 2007025033.
2. General taxes and assessments for the current year which constitute a lien but which are not yet due and payable.

TOGETHER, with all and singular, the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining and the reversion and the reversions, remainder and remainders, rents, issues, and profits thereof.

WARRANTY DEED

Page 1

AC

TO HAVE AND TO HOLD the said PREMISES, with its appurtenances unto the said GRANTEE, their heirs and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed by a duly authorized officer of the GRANTOR on the date set forth below.

GRANTOR:

DAKOTA CROSSING INVESTMENTS, LLC

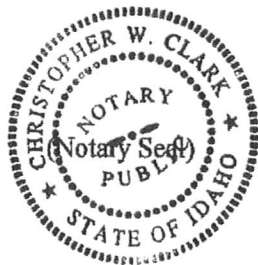
By: Linda L. Yanke
Linda L. Yanke, Manager

Dated: August 11, 2011

STATE OF IDAHO)
)ss
COUNTY OF ADA)

On this 11th day of August, 2011, before me, the undersigned Notary Public for the state of Idaho, personally appeared **Linda L. Yanke**, Manager of **DAKOTA CROSSING INVESTMENTS, LLC**, an Idaho limited liability company, the entity which executed the foregoing document, known to me or identified to me to be the persons whose name is subscribed to the foregoing, and acknowledged to me that he executed the same for and on behalf of the limited liability company and in its name.

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



Christopher W. Clark
Notary Public for the State of Idaho

Residing at 506, Idaho

My Commission Expires: 7-1-2014

Alc

Exhibit "A"

A portion of the Southwest Quarter and the Southeast Quarter of Section 12, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at an iron pipe marking the Northwest corner of the Southeast Quarter of Section 12, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, said iron pipe being the REAL POINT OF BEGINNING; thence along the Northerly boundary of the said Southeast Quarter of Section 12,

North 89°24'31" East a distance of 96.40 feet to a PK nail; thence leaving said Northerly boundary

South 00°09'34" East a distance of 256.59 feet to an iron pin; thence

South 89°46'09" West a distance of 99.21 feet to an iron pin on the Westerly boundary of the said Southeast Quarter of Section 12; thence along said Westerly boundary

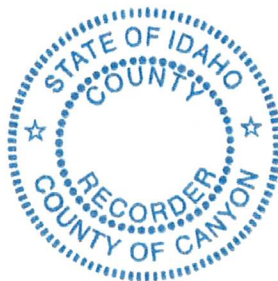
South 00°28'07" West a distance of 254.50 feet to an iron pin; thence leaving said Westerly boundary

South 89°24'31" West a distance of 389 feet to an iron pin; thence

North 05°58'51" West a distance of 482.54 feet to an iron pin; thence

North 89°24'27" East a distance of 443.21 feet to an iron pin; thence

North 00°28'07" East a distance of 30 feet to the POINT OF BEGINNING.



State of Idaho }
County of Canyon } ss.

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.

DATED

11/23/2021

CHRIS YAMAMOTO, Clerk of the District Court
and Ex Officio Recorder

By Lanny Gouren
Deputy

AL

Property Owner Acknowledgement

I, TYLER EUGENE CLARK, the record owner for real property addressed as 12483 W Moss LN - Parcel A see attached legal description, am aware of, in agreement with, and give my permission to Justin Christensen, to submit the accompanying application(s) pertaining to that property.

1. I agree to indemnify, defend and hold the City of Caldwell and its employees harmless from any claim or liability resulting from any dispute as to the statement(s) contained herein or as to the ownership of the property which is the subject of the application.
2. I hereby grant permission to City of Caldwell staff to enter the subject property for the purpose of site inspection(s) related to processing said application(s).


Dated this 29th day of NOVEMBER, 2021


(Signature)

CERTIFICATE OF VERIFICATION

STATE OF IDAHO)
) ss.
County of Canyon)

I, Christopher W. Clark, a Notary Public, do hereby certify that on this 29th day of November, 2020, personally appeared before me Tyler Eugene Clark, known or identified to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that she signed the foregoing document, and that the statements therein contained are true.


NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires 7-9-2026

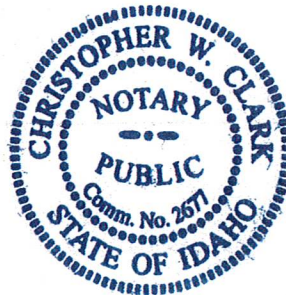


Exhibit "A"
(Parcel A – Field Parcel)

A portion of the Southwest Quarter of Section 12, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at an iron pipe marking the Northwest corner of the Southeast Quarter of Section 12, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence along the Northerly boundary of the said Southeast Quarter of Section 12, North $89^{\circ}24'31''$ East a distance of 96.40 feet to a PK nail; thence leaving said Northerly boundary South $00^{\circ}09'34''$ East a distance of 33.00 feet; thence South $89^{\circ}24'31''$ West a distance of 96.15 feet along a line parallel with and 33.00 feet south of said Northerly boundary of the Southeast Quarter of Section 12; thence South $89^{\circ}24'27''$ West a distance of 217.42 feet along a line parallel with and 33.00 feet south of the Northerly boundary of the Southwest Quarter of said Section 12 to a point at the western boundary of the right-of-way of Celeste Avenue as described in a Quitclaim Deed recorded in Canyon County, Idaho as Instrument No. 2021025226, the **REAL POINT OF BEGINNING**; thence

South $89^{\circ}24'27''$ West a distance of 226.07 feet along a line parallel with and 33.00 feet south of the Northerly boundary of the Southwest Quarter of said Section 12 to a point on the westerly boundary of that certain parcel described in a Warranty Deed recorded in Canyon County, Idaho as Instrument No. 2011032022; thence

South $05^{\circ}58'51''$ East a distance of 482.54 feet to an iron pin; thence along said Westerly boundary; thence

North $89^{\circ}24'31''$ East a distance of 358.99 feet to a point at the western boundary of the right-of-way of Celeste Avenue as established by Quitclaim Deed recorded in Canyon County, Idaho as Instrument No. 2021025226; thence

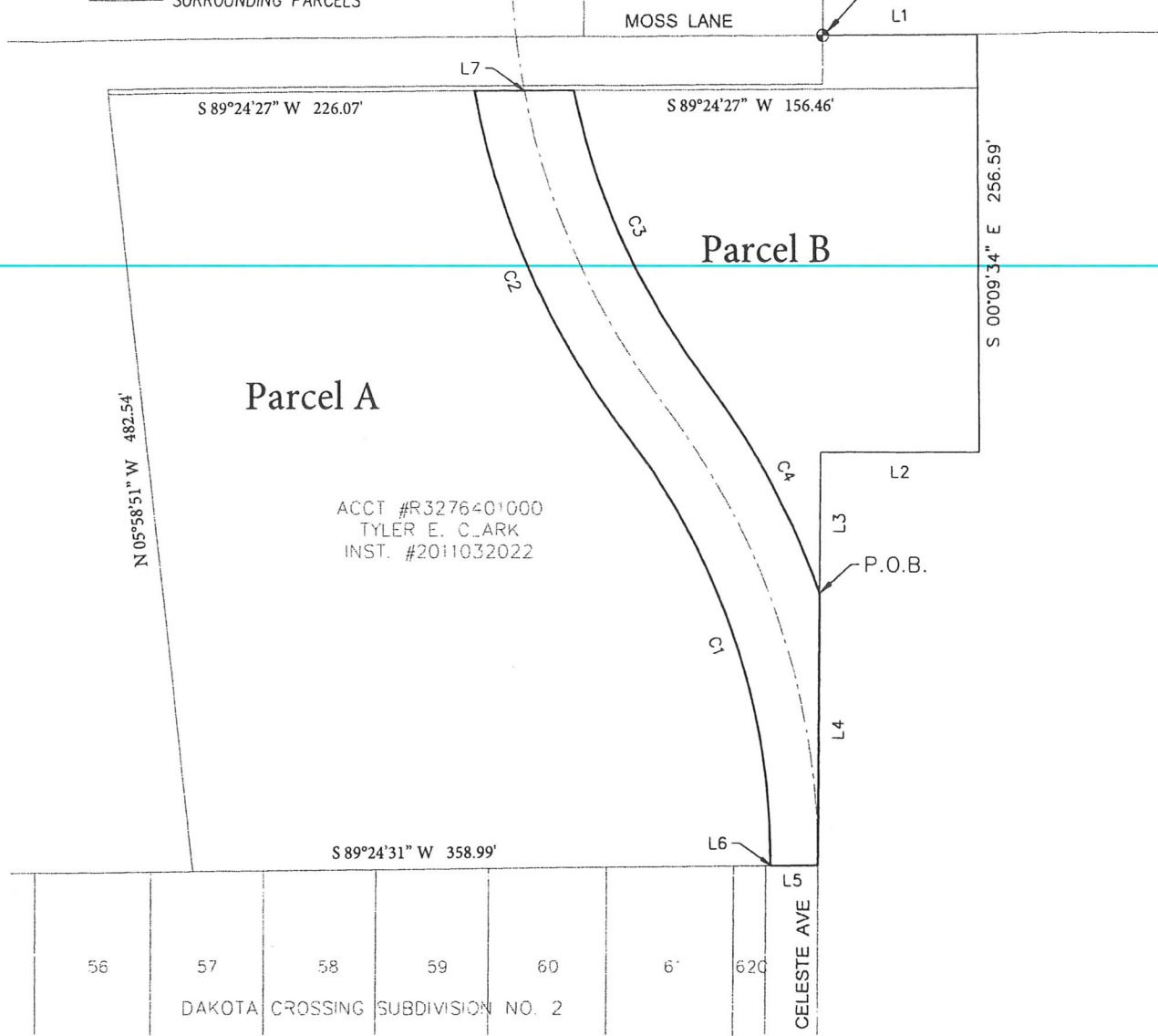
North $00^{\circ}28'07''$ East a distance of 0.56 feet to a point of tangent curvature; thence

Northwesterly 283.08 feet along a curve to the left, having a central angle of $38^{\circ}15'11''$, a radius of 424.00 feet, and a long chord bearing North $18^{\circ}39'29''$ West a distance of 277.85 feet to a point of tangent curvature; thence

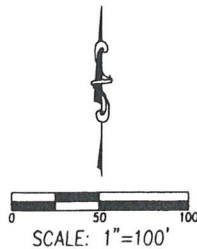
Northwesterly 233.94 feet along a curve to the right, having a central angle of $27^{\circ}41'36''$, a radius of 484.00 feet, and a long chord bearing North $23^{\circ}56'16''$ West a distance of 231.67 feet to a point of non-tangency on the southerly right-of-way boundary for Moss Lane as described in a Corrected Warranty Deed recorded in Canyon County, Idaho as Instrument No. 2011041267, the **POINT OF BEGINNING**.

- LEGEND**
- PARCEL BOUNDARY
 - - - - PROPOSED CENTERLINE
 - SURROUNDING PARCELS

P.O.C
NE CORNER
SW ¼ SECTION 12
T3N, R3W, BM



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°24'31"E	96.40'
L2	S89°46'09"W	99.21'
L3	S00°28'07"W	86.75'
L4	S00°28'07"W	167.75'
L5	S89°24'31"W	30.01'
L6	N00°28'07"E	0.56'
L7	N89°24'27"E	60.96'



CURVE TABLE					
CURVE	LENGTH	ANGLE	RADIUS	CHORD BRG.	CHORD DIST.
C1	283.08'	38°15'11"	424.00'	N18°39'29"W	277.85'
C2	233.94'	27°41'36"	484.00'	N23°56'16"W	231.67'
C3	194.88'	26°20'02"	424.00'	S24°37'03"E	193.17'
C4	151.83'	17°58'27"	484.00'	S28°47'51"E	151.21'

CITY OF CALDWELL
MAPPING DEPARTMENT
621 CLEVELAND BLVD.
CALDWELL, IDAHO 83605
(208) 455-3006
FAX (208) 455-3012



EXHIBIT B
RIGHT-OF-WAY for CELESTE AVENUE
TYLER CLARK to
CITY OF CALDWELL

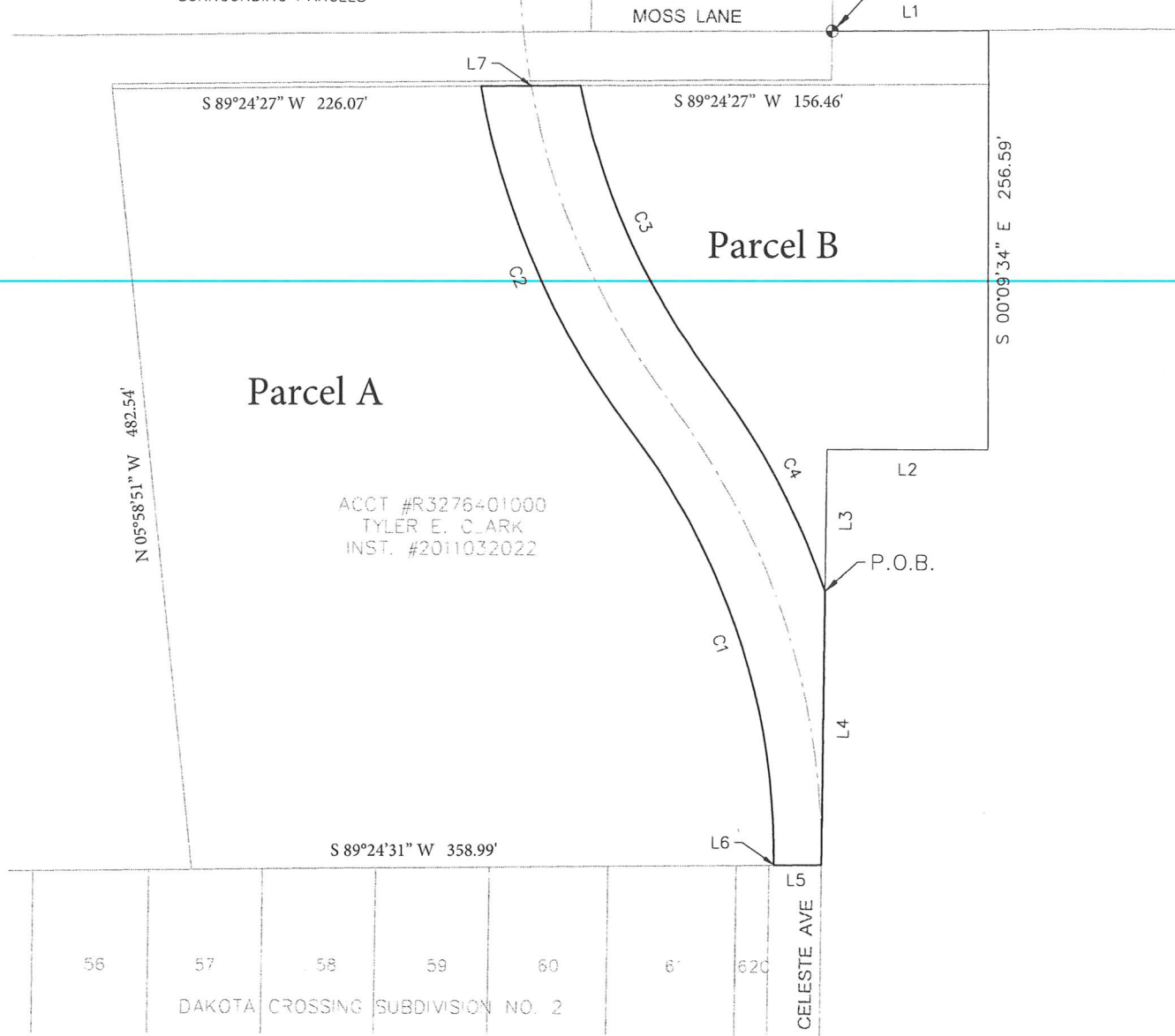
DESIGNED BY: DM
DRAWN BY: DM
CHECKED BY: TK
DATE: 10/15/2020
SCALE: AS SHOWN

1 OF 1

A9

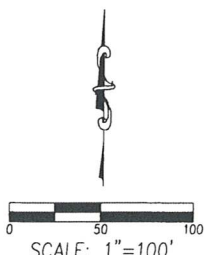
LEGEND
 ——— PARCEL BOUNDARY
 - - - PROPOSED CENTERLINE
 ——— SURROUNDING PARCELS

P.O.C
 NE CORNER
 SW ¼ SECTION 12
 T3N, R3W, BM



LINE	BEARING	LENGTH
L1	N89°24'31"E	96.40'
L2	S89°46'09"W	99.21'
L3	S00°28'07"W	86.75'
L4	S00°28'07"W	167.75'
L5	S89°24'31"W	30.01'
L6	N00°28'07"E	0.56'
L7	N89°24'27"E	60.96'

CURVE	LENGTH	ANGLE	RADIUS	CHORD BRG.	CHORD DIST.
C1	283.08'	38°15'11"	424.00'	N18°39'29"W	277.85'
C2	233.94'	27°41'36"	484.00'	N23°56'16"W	231.67'
C3	194.88'	26°20'02"	424.00'	S24°37'03"E	193.17'
C4	151.83'	17°58'27"	484.00'	S28°47'51"E	151.21'



CITY OF CALDWELL
 MAPPING DEPARTMENT
 621 CLEVELAND BLVD.
 CALDWELL, IDAHO 83605
 (208) 455-3006
 FAX (208) 455-3012



EXHIBIT B
 RIGHT-OF-WAY for CELESTE AVENUE
 TYLER CLARK to
 CITY OF CALDWELL

DESIGNED BY:	DM
DRAWN BY:	DM
CHECKED BY:	TK
DATE:	10/15/2020
SCALE:	AS SHOWN

A10

Exhibit "A"
(Parcel A – Field Parcel)

A portion of the Southwest Quarter of Section 12, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at an iron pipe marking the Northwest corner of the Southeast Quarter of Section 12, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence along the Northerly boundary of the said Southeast Quarter of Section 12, North 89°24'31" East a distance of 96.40 feet to a PK nail; thence leaving said Northerly boundary South 00°09'34" East a distance of 33.00 feet; thence South 89°24'31" West a distance of 96.15 feet along a line parallel with and 33.00 feet south of said Northerly boundary of the Southeast Quarter of Section 12; thence South 89°24'27" West a distance of 217.42 feet along a line parallel with and 33.00 feet south of the Northerly boundary of the Southwest Quarter of said Section 12 to a point at the western boundary of the right-of-way of Celeste Avenue as described in a Quitclaim Deed recorded in Canyon County, Idaho as Instrument No. 2021025226, the **REAL POINT OF BEGINNING**; thence

South 89°24'27" West a distance of 226.07 feet along a line parallel with and 33.00 feet south of the Northerly boundary of the Southwest Quarter of said Section 12 to a point on the westerly boundary of that certain parcel described in a Warranty Deed recorded in Canyon County, Idaho as Instrument No. 2011032022; thence

South 05°58'51" East a distance of 482.54 feet to an iron pin; thence along said Westerly boundary; thence

North 89°24'31" East a distance of 358.99 feet to a point at the western boundary of the right-of-way of Celeste Avenue as established by Quitclaim Deed recorded in Canyon County, Idaho as Instrument No. 2021025226; thence

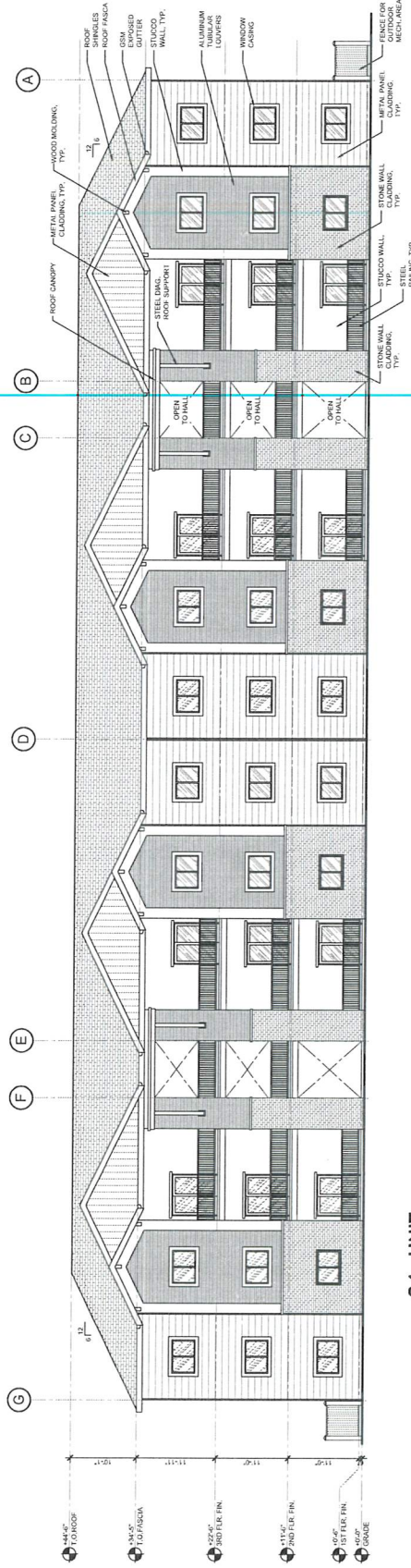
North 00°28'07" East a distance of 0.56 feet to a point of tangent curvature; thence

Northwesterly 283.08 feet along a curve to the left, having a central angle of 38°15'11", a radius of 424.00 feet, and a long chord bearing North 18°39'29" West a distance of 277.85 feet to a point of tangent curvature; thence

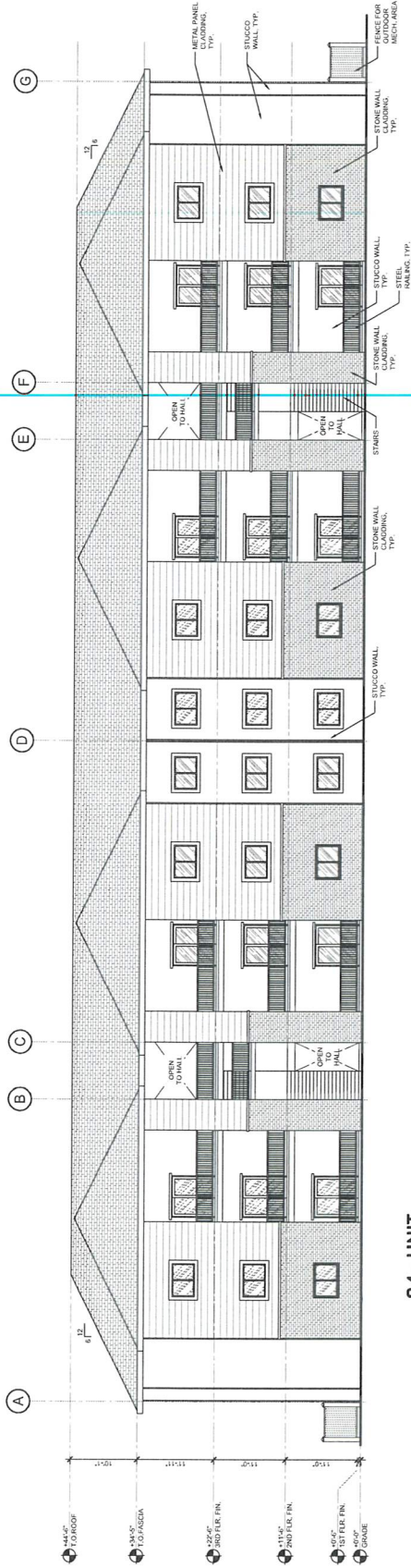
Northwesterly 233.94 feet along a curve to the right, having a central angle of 27°41'36", a radius of 484.00 feet, and a long chord bearing North 23°56'16" West a distance of 231.67 feet to a point of non-tangency on the southerly right-of-way boundary for Moss Lane as described in a Corrected Warranty Deed recorded in Canyon County, Idaho as Instrument No. 2011041267, the **POINT OF BEGINNING**.

A10

PROPOSED 3-STORY 24-UNIT MULTI-FAMILY BUILDING



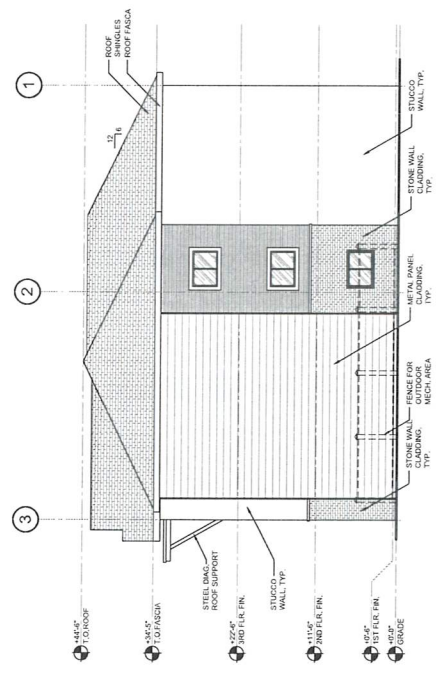
24-UNIT
1 PROPOSED FRONT ELEVATION
 SCALE: 1/8" = 1'-0" (24X36 PAPER)
 1" = 2' - 0"



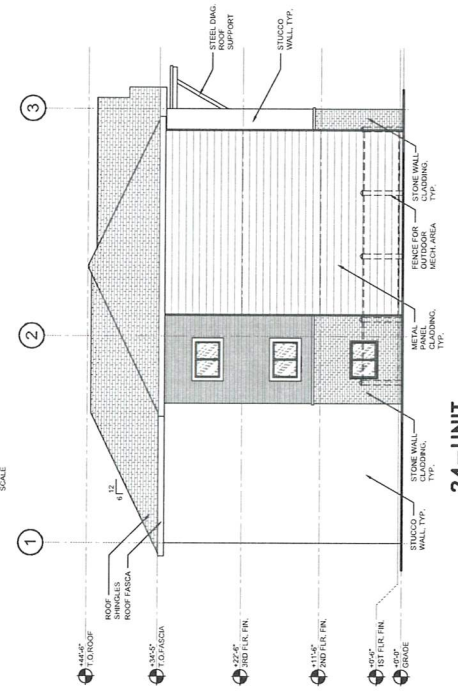
24-UNIT
2 PROPOSED REAR ELEVATION
 SCALE: 1/8" = 1'-0" (24X36 PAPER)
 1" = 2' - 0"

All

PROPOSED 3-STORY 24-UNIT MULTI-FAMILY BUILDING



24-UNIT
1 PROPOSED RIGHT ELEVATION
 SCALE: 1/8" = 1'-0" (24X36 PAPER)
 1/2" = 4' SCALE



24-UNIT
2 PROPOSED LEFT ELEVATION
 SCALE: 1/8" = 1'-0" (24X36 PAPER)
 1/2" = 4' SCALE

A(1)

GENERAL NOTES

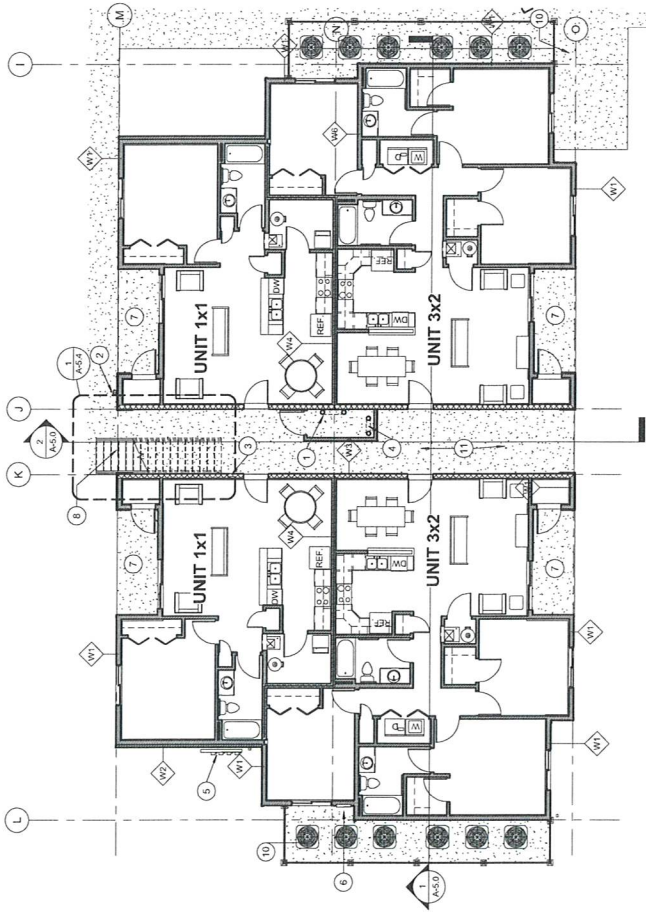
- A. EACH SUB-CONTRACTOR TRADE SHALL VERIFY EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES WITH THE DRAWING TO THE ARCHITECT IMMEDIATELY UPON COMMENCEMENT OF WORK.
- B. ALL EXTERIOR DIMENSIONS ARE TO THE FACE OF FOUNDATION EXTERIOR WALL. SEE WALL SECTION SHEETS FOR TYPICAL EXTERIOR WALL CONSTRUCTION FROM FLOOR TO FLOOR UNLESS OTHERWISE NOTED.
- C. VERIFY ALL EXTERIOR FLOOR PLAN DIMENSIONS WITH FOUNDATION PLAN. OTHERWISE NOTED.
- D. ALL INTERIOR WALL DIMENSIONS ARE TO FACE OF STUD UNLESS OTHERWISE NOTED.
- E. SEE ENLARGED STAIRWAY PLANS AND STAIRWAY SECTIONS FOR ALL STAIRWAY NOTES AND DIMENSIONS.
- F. SEE UNIT TYPE ENLARGED FLOOR PLANS FOR ALL UNIT DIMENSIONS, KEYNOTES AND FOR DOOR AND WINDOW CALLOUTS.
- G. ANY THROUGH OR MEMBRANE PENETRATION OF FIRE-RESISTIVE CONSTRUCTION TO COMPLY WITH 2018 IRC SECTIONS 713. SEE FIRE STOPPING AND PENETRATION DETAIL ASSEMBLIES TO BE PROVIDED TO FIELD INSPECTOR.
- H. ALL FRAMING, FIXTURES AND EQUIPMENT TO BE INSTALLED TO BE IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENT ACCEPTED BY THE INSPECTOR AND CONFORM TO ALL BUILDING CODES.
- I. FOR EXTENTS OF FIRE RATED CONSTRUCTION, SEE FIRE RATED CONSTRUCTION PLANS AND BUILDING CODE SUMMARY.
- J. ALL KEYNOTES, DIMENSIONS, AND NOTES TYPICAL UNLESS OTHERWISE NOTED.
- K. SEE SITE PLANS FOR CONTINUATION OF SIDEWALKS AT BUILDING.
- L. GRADES AT ENTRY DOORS TO BE NO MORE THAN 1.5% IN ALL DIRECTIONS FOR A MINIMUM DISTANCE OF 5'-0" PERPENDICULAR TO DOORS.
- M. ELECTRICAL METERS AND PANELS, VERIFY EXACT LOCATIONS WITH UTILITY AND ELECTRICAL DRAWINGS.
- N. ELECTRICAL PANEL ENCLOSURES PER ELECTRICAL DRAWINGS.

SHEET NOTES

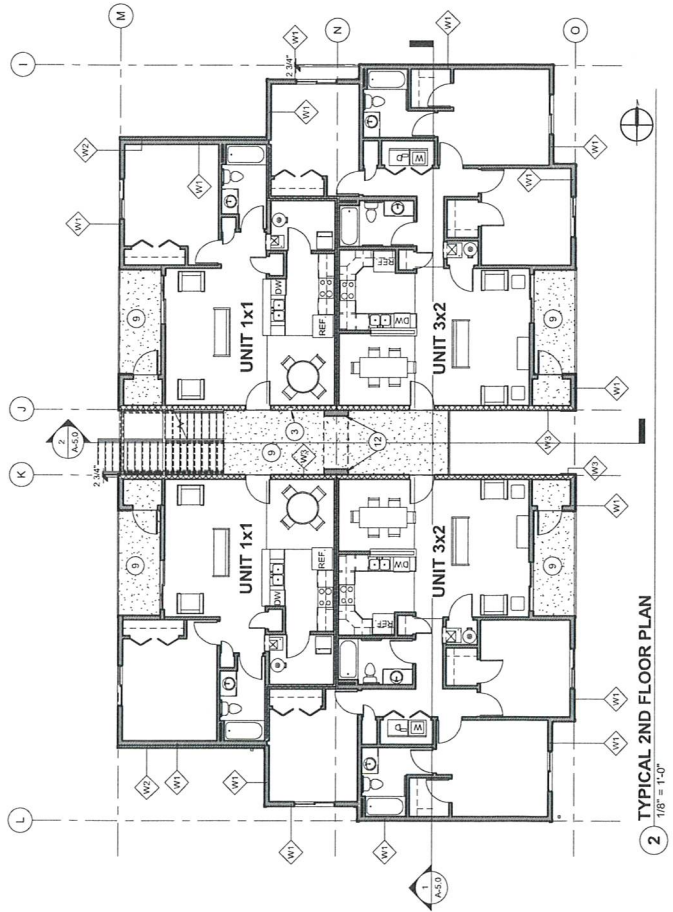
- 1 FIRE SPRINKLER RISER ROOM. PROVIDE SIGN ON EXTERIOR OF THE DOOR IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENT ACCEPTED BY THE INSPECTOR AND CONFORM TO ALL BUILDING CODES. REFER TO SITE PLAN FOR LOCATION OF ROOM FOR EACH BUILDING.
- 2 SPRINKLER SYSTEM FIRE DEPARTMENT CONNECTION LOCATION. DESIGNED BY THE SPRINKLER CONTRACTOR.
- 3 FIRE EXTINGUISHER CABINET, RE: 1 / A-5.3
- 4 DOMESTIC WATER RISER, RE: PLUMBING DRAWINGS.
- 5 ELECTRICAL METERS - REFER TO ELECTRICAL DRAWINGS.
- 6 PHONE/ CABLE REFER TO ELECTRICAL DRAWINGS.
- 7 SLAB ON GRADE CONCRETE PATIO - REFER TO ENLARGED PLANS
- 8 STEEL STRANGERS WITH PRE-CAST CONCRETE STAIR TREADS. REFER TO STRUCTURAL, PROVIDE HANDRAILS WITH REQUIRED EXTENSIONS PER DETAILS ON STAIR SHEET.
- 9 LIGHTWEIGHT CONCRETE DECK AT UPPER LEVEL, PATIO AND BALCONY AREAS - PROVIDE CORONAL PER DETAILS.
- 10 4" CONCRETE SLAB WITH 3 FT. TALL VINYL FENCE SCREEN.
- 11 BREEDWAY WITH CONCRETE WALK - SLOPE PER CIVIL.
- 12 CONSTRUCT CHASE WALLS AS NECESSARY FOR ELECTRICAL, PLUMBING OR FIRE SPRINKLER MAIN TRUNKS. PROVIDE FIRE STOPPING AT EACH FLOOR LINE.

WALL LEGEND

TYPE	DESCRIPTION
W1	EXTERIOR 24" BEARING WALL PER STRUCTURAL. REFER TO WALL CONSTRUCTION DETAIL: W1 / A-5.3
W2	24" ELECTRICAL FURRING WALL. REFER TO WALL CONSTRUCTION DETAIL: W2 / A-5.3
W3	1 HOUR RATED FIRE BARRIER AT STAIRS. REFER TO CONSTRUCTION DETAIL: W3 / A-5.3
W4	1 HOUR RATED 2-6 PARTY WALL WITH REFR. EMT CHANNEL. REFER TO CONSTRUCTION DETAIL: W4 / A-5.3
W5	24" CONCRETE RATED FIREWALL. REFER TO CONSTRUCTION DETAIL: W5 / A-5.3
W6	24" CONCRETE RATED FIREWALL. REFER TO CONSTRUCTION DETAIL: W6 / A-5.3



1 TYPICAL 1ST FLOOR PLAN
1/8" = 1'-0"



2 TYPICAL 2ND FLOOR PLAN
1/8" = 1'-0"

Handwritten signature: A12

GENERAL NOTES

- A. EACH SUB-CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES WITH THE DRAWING TO THE ARCHITECT PRIOR TO THE BEGINNING OF CONSTRUCTION.
- B. ALL EXTERIOR DIMENSIONS ARE TO THE FACE OF FOUNDATION STEM WALL. ALL INTERIOR DIMENSIONS ARE TO THE FACE OF FINISH PARTITION AT FOUNDATION. EXTERIOR WALL FRAMING TO BE ALIGNED VERTICALLY FROM FLOOR TO FLOOR UNLESS OTHERWISE NOTED.
- C. VERIFY ALL EXTERIOR FLOOR PLAN DIMENSIONS WITH FOUNDATION PLAN. OTHERWISE NOTED.
- D. ALL INTERIOR WALL DIMENSIONS ARE TO FACE OF STUD UNLESS OTHERWISE NOTED.
- E. SEE ENLARGED STAIRWAY PLANS AND STAIRWAY SECTIONS FOR ALL STAIRWAY NOTES AND DIMENSIONS.
- F. SIZE UNIT TYPE ENCLASURES TO GOES TO AS PER ALL UNIT DIMENSIONS, KEYNOTES AND FOR DOOR AND WINDOW CALCULUS.
- G. ANY THROUGH OR THROUGH THE PENETRATION OF FIRE RESISTIVE CONSTRUCTION TO COMPLY WITH 2018 IRC SECTION 713. SEE FIRE STOPPING AND PENETRATION DETAIL SHEETS FOR ALL THROUGH PENETRATIONS TO BE PROVIDED TO ALL SUB-CONTRACTORS.
- H. ALL FRAMING, FIXTURES AND EQUIPMENT TO BE INSTALLED TO BE IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENT, ACCEPTED BUILDING STANDARDS AND CONFORM TO ALL BUILDING CODES.
- I. FOR EXTENTS OF FIRE RATED CONSTRUCTION, SEE FIRE RATED CONSTRUCTION PLANS AND BUILDING CODE SUMMARY.
- J. ALL KEYNOTES, DIMENSIONS, AND NOTES TYPICAL UNLESS OTHERWISE NOTED.
- K. SEE SITE PLANS FOR CONTINUATION OF SIDEWALKS AT BUILDING.
- L. GRADES AT ENTRY DOORS TO BE NO MORE THAN 1.5% IN ALL DIRECTIONS FOR A MINIMUM DISTANCE OF 5' 0" PERPENDICULAR TO DOORS.
- M. ELECTRICAL METERS AND PANELS, VERIFY EXACT LOCATIONS WITH UTIL AND ELECTRICAL DRAWINGS.
- N. ELECTRICAL PANEL ENCLOSURES PER ELECTRICAL DRAWINGS.

SHEET NOTES

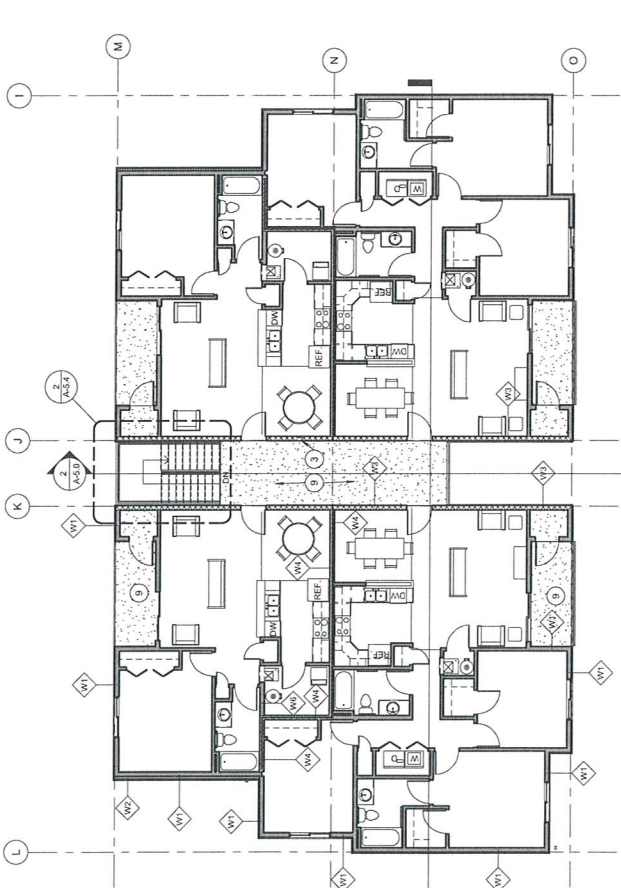
1. FIRE SPRINKLER RISER ROOM, PROVIDE SIGN ON EXTERIOR OF THE DOOR IN ONE-INCH LETTERS STATING "FIRE RISER ROOM IN COMPLIANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 2018 CODE. FOR ADDITIONAL, REFER TO SITE PLAN FOR LOCATION OF ROOM FOR EACH BUILDING.
2. SPRINKLER SYSTEM FIRE DEPARTMENT CONNECTION LOCATION, DESIGNED BY FIRE SPRINKLER CONTRACTOR.
3. FIRE EXTINGUISHER CABINET, RE. 1 / A-5.3
4. DOMESTIC WATER RISER, RE. PLUMBING DRAWINGS.
5. ELECTRICAL METERS - REFER TO ELECTRICAL DRAWINGS.
6. PHONE CABLE REFER TO ELECTRICAL DRAWINGS.
7. SLAB ON GRADE CONCRETE PATIO - REFER TO ENLARGED PLANS
8. STEEL SPRINGERS WITH PRE-CAST CONCRETE STAIR TREADS - REFER TO ENLARGED PLANS AND STAIR SHEETS. PROVIDE ALL REQUIRED EXTENSIONS PER DETAILS ON STAIR SHEETS.
9. LIGHTWEIGHT CONCRETE DECK AT UPPER LEVEL PATIO AND BREEZEWAY AREAS - PROVIDE QUADRANT PER DETAILS.
10. HEAT PUMP UNIT PER MECHANICAL DRAWINGS, ON 4" CONCRETE SLAB, WITH 3 FT. TALL VINT. FENCE SCREEN.
11. BREEZEWAY WITH CONCRETE WALK - SLOPE PER CIVIL.
12. CONSTRUCT CHASE WALLS AS NECESSARY FOR ELECTRICAL PLUMBING, OR FIRE SPRINKLER MAINLINES. PROVIDE FIRE STOPPING AT EACH FLOOR LINE.

WALL LEGEND

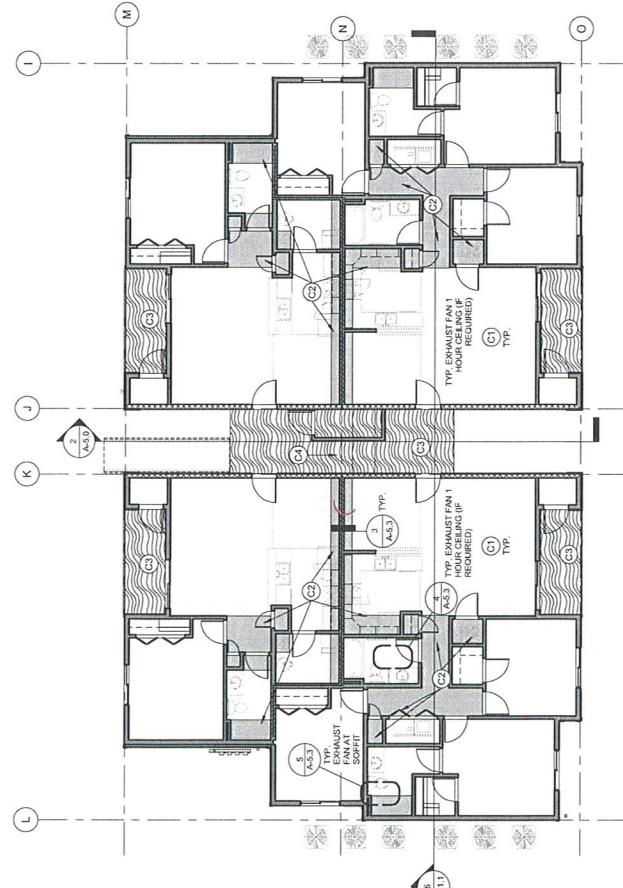
TYPE	DESCRIPTION
W1	EXTERIOR 2x6 BEARING WALL PER STRUCTURAL - REFER TO WALL CONSTRUCTION DETAIL: W1 / A-5.3
W2	2x4 ELECTRICAL FURRING WALL, REFER TO WALL CONSTRUCTION DETAIL: W2 / A-5.3
W3	1 HOUR RATED FIRE BARRIER AT STAIRS, REFER TO CONSTRUCTION DETAIL: W3 / A-5.3
W4	1 HOUR RATED 2x6 PARTY WALL WITH RESILIENT CHANNEL, REFER TO CONSTRUCTION DETAIL: W4 / A-5.3
W5	TYPICAL INTERIOR 2x4 FRAMED WALL, REFER TO CONSTRUCTION DETAIL: W5 / A-5.3
W6	TYPICAL 2x6 PLUMBING WALL, REFER TO CONSTRUCTION DETAIL: W6 / A-5.3 SIM.

CEILING NOTES

- C1. GYP. BD. CEILING AS BOTTOM LAYER OF ONE HOUR ASSEMBLY, REFER TO FLOOR TYPE CONSTRUCTION DETAILS. TYP. AT ALL CEILINGS UNLESS NOTED OTHERWISE.
- C2. DROP CEILING AREA TO CONCEAL PIPE INFRASTRUCTURE AND DUCTWORK - REFER TO CONSTRUCTION DETAILS. TYP. AT ALL CEILING AREAS UNLESS NOTED OTHERWISE.
- C3. HARDBOARD SOFFIT FINISH OVER DECK FRAMING.
- C4. HARDBOARD SOFFIT OVER DROPPED CEILING AREA TO CONCEAL PPES AND CONDUIT AS NECESSARY.
- C5. LINE OF DEEP BEAM PER STRUCTURAL, WRAP BOTTOM OF BEAM TO MAINTAIN CONTINUOUS FIRE RATING OF ASSEMBLY.



1 TYPICAL 3RD FLOOR PLAN
1/8" = 1'-0"



2 TYPICAL CEILING PLAN
1/8" = 1'-0"

A12

GENERAL NOTES

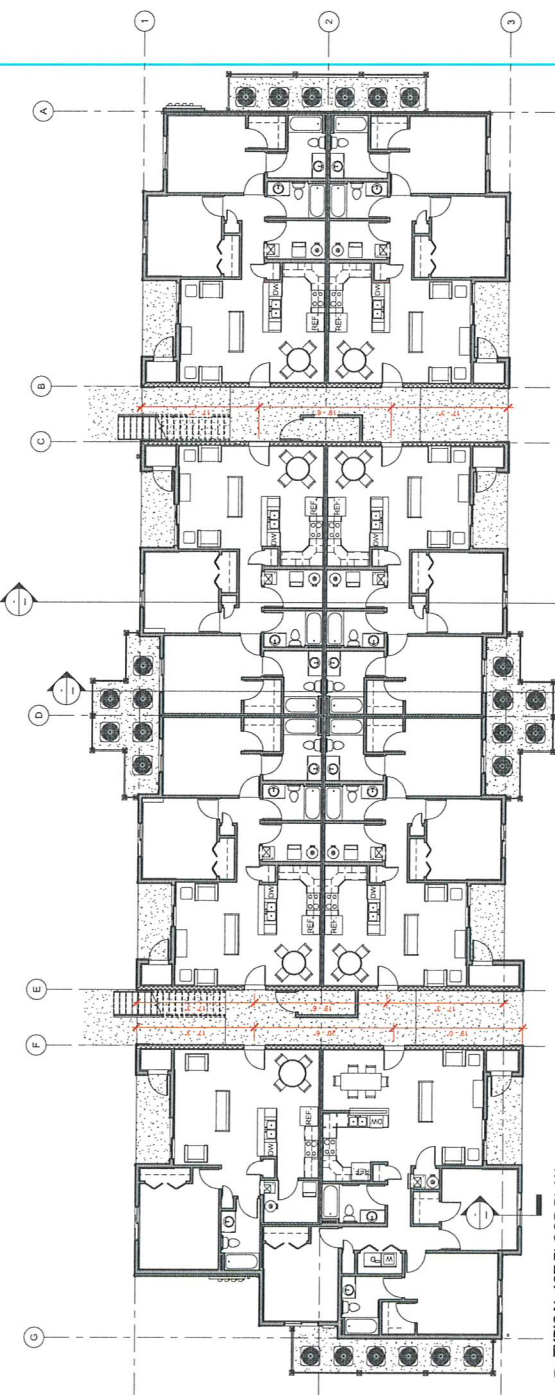
- A. EACH SUBCONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PRIOR TO THE BEGINNING OF CONSTRUCTION.
- B. ALL EXTERIOR DIMENSIONS ARE TO THE FACE OF FOUNDATION STEM WALL AT FOUNDATION EXTERIOR WALL FINISH TO BE ALIGNED VERTICALLY FROM FLOOR TO FLOOR UNLESS OTHERWISE NOTED.
- C. VERIFY ALL EXTERIOR FLOOR PLAN DIMENSIONS WITH FOUNDATION PLAN.
- D. ALL INTERIOR WALL DIMENSIONS ARE TO FACE OF STUD UNLESS OTHERWISE NOTED.
- E. SEE FINISH SCHEDULE AND STAIRWAY SECTIONS FOR ALL STAIRWAY NOTES AND DIMENSIONS.
- F. SEE UNIT TYPE ENLARGED FLOOR PLANS FOR ALL UNIT DIMENSIONS, NET NOTES AND FOR LOGIC AND WINDOW CALLOUTS.
- G. ANY THROUGH OR MEMBRANE PENETRATION OF FIRE RESISTIVE STOPPING DETAIL SHEETS, TESTED AND LISTED ASSEMBLIES TO BE PROVIDED TO FIELD INSPECTOR.
- H. ALL CONSTRUCTION SHALL BE ACCORDING TO THE MANUFACTURER'S RECOMMENDED ACCEPTED BUILDING STANDARDS AND CONFORM TO ALL BUILDING CODES.
- I. FOR EXTENTS OF FIRE RATED CONSTRUCTION, SEE FIRE RATED CONSTRUCTION PLAN AND BUILDING CODE SUMMARY.
- J. ALL NET NOTES, DIMENSIONS, AND NOTES TYPICAL UNLESS OTHERWISE NOTED.
- K. SEE SITE PLANS FOR CONTINUATION OF SIDEWALKS AT BUILDING.
- L. GAPS AT ENTRY DOORS TO BE NO MORE THAN 1/8" IN ALL DIRECTIONS FOR A MINIMUM DISTANCE OF 3'-0" PERPENDICULAR TO DOOR.
- M. ALL ELECTRICAL LOGS AND PANELS, VERIFY EXACT LOCATIONS WITH UTILITY AND ELECTRICAL CONTRACTORS.
- N. ELECTRICAL PANEL ENCLOSURES PER ELECTRICAL DRAWINGS.

SHEET NOTES

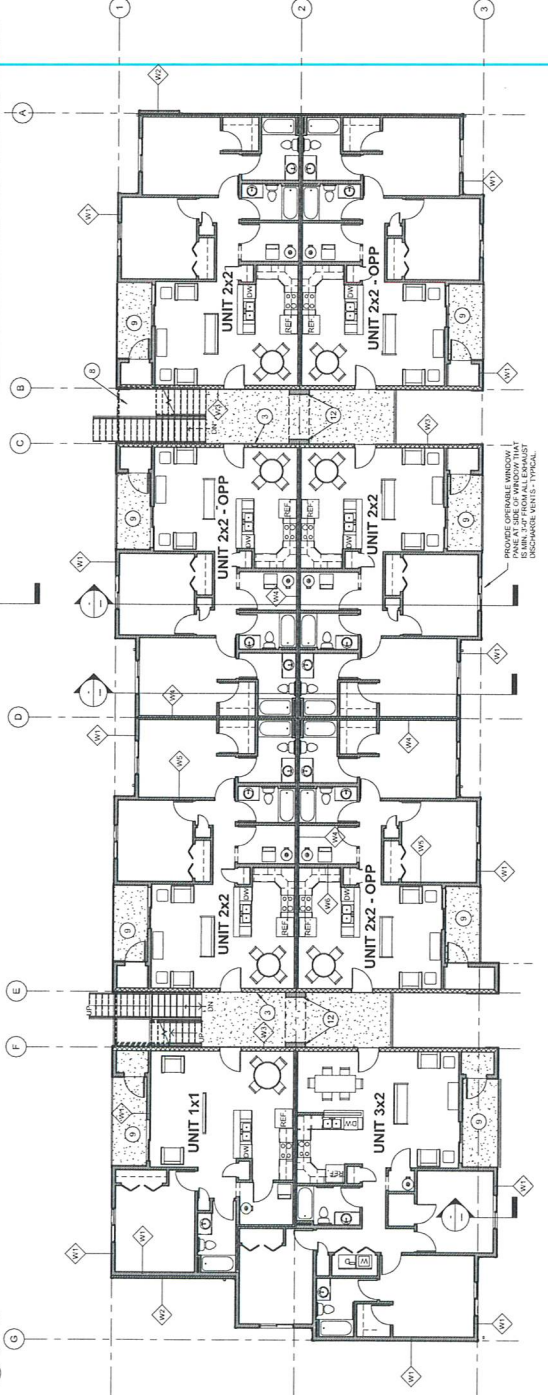
- 1. FIRE SPRINKLER RISER FROM PENETRATION ON EXTERIOR OF THE DOOR WITH FINISH TO THE FACE OF THE DOOR AND WITH THE APPROVAL OF THE FIRE MARSHAL, REFER TO THE FIRE MARSHAL FOR THE LOCATION OF THE SPRINKLER CONNECTION.
- 2. SPRINKLER SYSTEM PER DEPARTMENT CONNECTION LOCATION.
- 3. FIRE EXTINGUISHER CABINET, RE: 1 / A-5-3
- 4. DOMESTIC WATER REFER: PER PLUMBING DRAWINGS.
- 5. ELECTRICAL METERS - REFER TO ELECTRICAL DRAWINGS.
- 6. PHONE CABLE REFER TO ELECTRICAL DRAWINGS.
- 7. SLAB ON GRADE CONCRETE PATIO - REFER TO ENLARGED PLANS.
- 8. REFER TO THE STAIRWAY AND STAIRWAY SECTIONS FOR THE REFER TO STAIRWAY, PROVIDE HANDRAILS WITH ENLARGED EXTENDERS PER DETAIL S ON STAIR SHEET.
- 9. REFER TO THE STAIRWAY AND STAIRWAY SECTIONS FOR THE REFER TO STAIRWAY, PROVIDE HANDRAILS WITH ENLARGED EXTENDERS PER DETAIL S ON STAIR SHEET.
- 10. HEAT PUMP UNIT PER MECHANICAL DRAWINGS, ON 4" CONCRETE SLAB WITH 1'-0" TALL VINYL FENCE SCREEN.
- 11. BREZEWAY WITH CONCRETE WALK-SLOPE PER CIVIL.
- 12. CONSTRUCT CHASE WALLS AS NECESSARY FOR ELECTRICAL, PLUMBING OR FIRE SPRINKLER UTILITIES. PROVIDE FILL STOPPING AT EACH FLOOR FHE.

WALL LEGEND

TYPE	DESCRIPTION
W1	BEARING WALL PER STRUCTURAL, REFER TO WALL CONSTRUCTION DETAIL W1 / A-5-3
W2	24" ELECTRICAL CHASE WALL REFER TO WALL CONSTRUCTION DETAIL W2 / A-5-3
W3	1 1/2" NON-BURNING FIRE RATED WALL PER DETAIL W3 / A-5-3
W4	1 1/2" NON-BURNING 24" PARTY WALL WITH REINFORCED CHANNEL REFER TO CONSTRUCTION DETAIL W4 / A-5-3
W5	TYPICAL INTERIOR 24" FRAMED WALL, REFER TO CONSTRUCTION DETAIL W5 / A-5-3
W6	TYPICAL 24" PLUMBING WALL, REFER TO CONSTRUCTION DETAIL W6 / A-5-3



1 TYPICAL 1ST FLOOR PLAN
1/8" = 1'-0"



2 TYPICAL 2ND FLOOR PLAN
1/8" = 1'-0"

A12



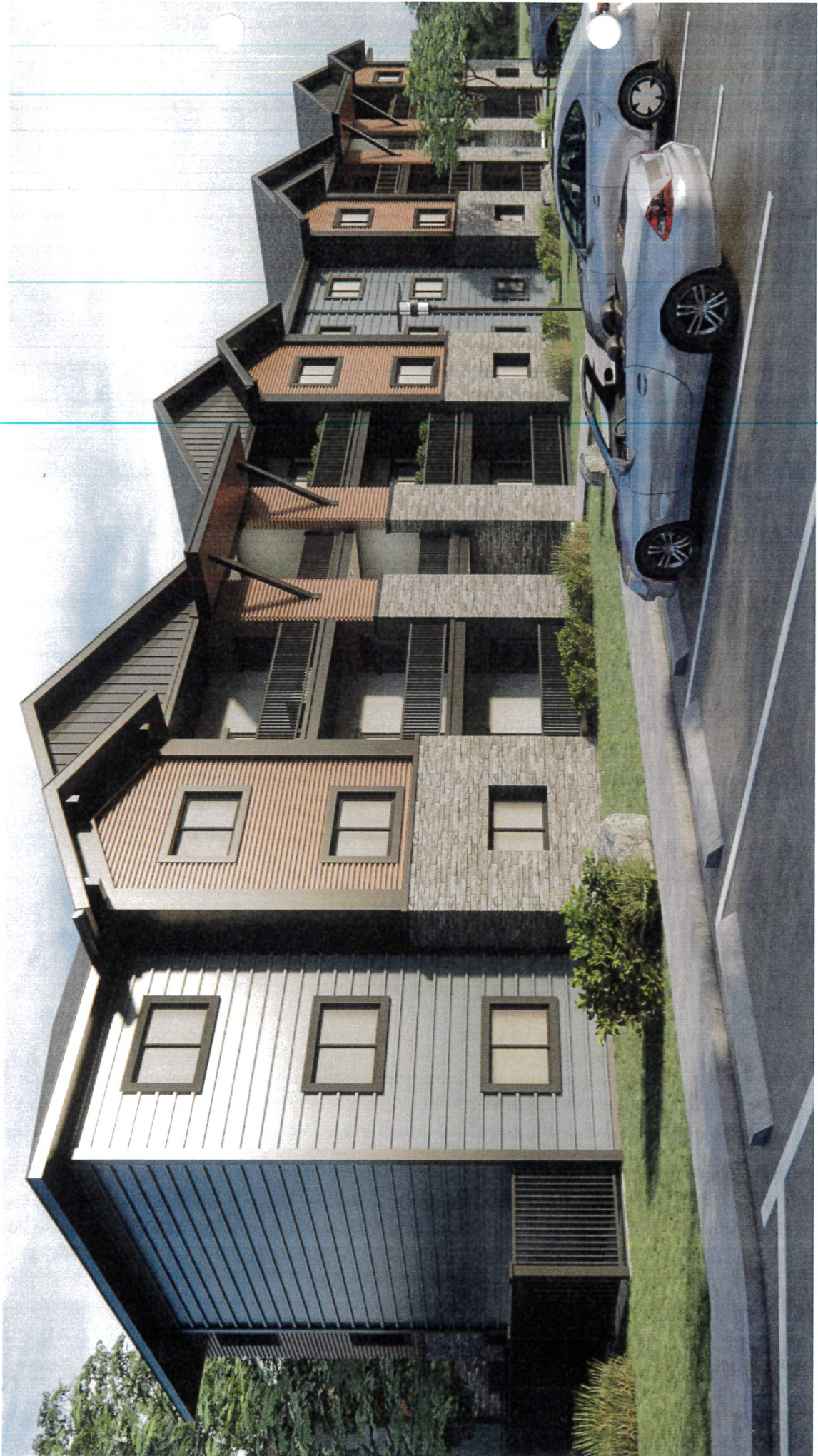
A13



A13

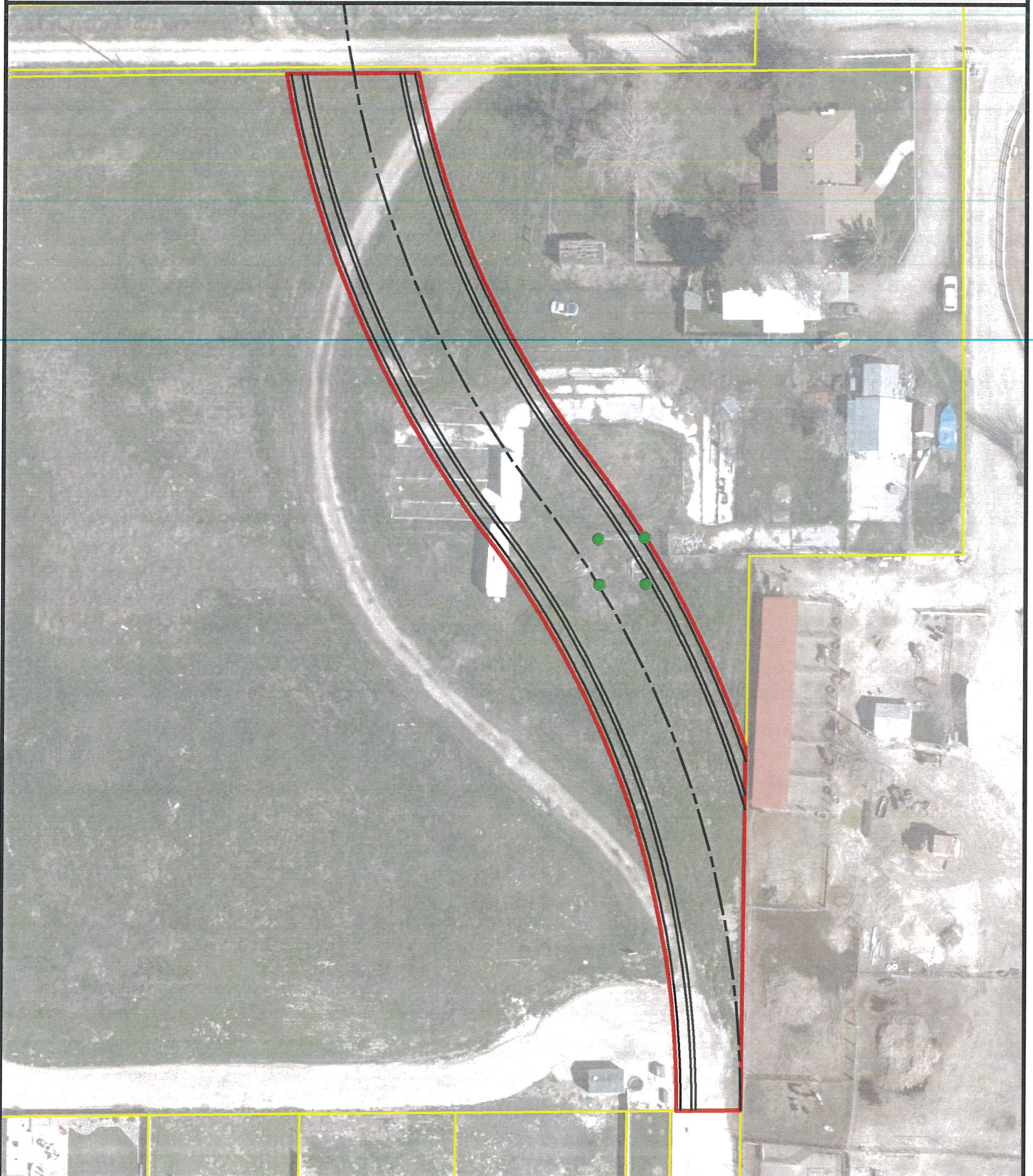


A13



A13

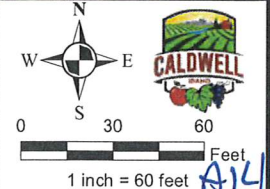
Celeste Avenue Extension



City
of
Caldwell

- Legend**
- Foundation Points
 - ROW Boundary
 - Taxlots
 - CG & Sdwk
 - Centerline

DISCLAIMER
 The information represented on this map results from the compilation of a variety of source materials. Its intended use is as a resource for the City of Caldwell Staff. The City of Caldwell makes no representation or warranty as to the accuracy of this product, and in particular, its accuracy as to labeling, dimensions, property boundaries, or placement or location of any map features thereon. THE CITY OF CALDWELL DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT. Any use of this product accepts the same AS IS, WITH ALL FAULTS, and assumes a responsibility for the use thereof.



5/20/07

**February 21, 2007
Dakota Crossing #3 Subdivision Development Agreement
(ANN-136-06 & SUB/PUD-161P-06)**

RECORDED

Recording requested by:
City of Caldwell
Planning and Zoning
P.O. Box 1177
Caldwell, Idaho 83606

2007 APR 11 AM 11 46

REQUEST **CALDWELL CITY OF** WILLIAM H. HURST
TYPE BGA FEE 0 CANYON COUNTY RECORDER
BY J. Moore

For Recording Purposes Do
Not Write Above This Line

**Development Agreement
Dakota Crossing #3 Subdivision**

This Development Agreement made and entered into this 3rd day of April, 2007, by and between the City of Caldwell, a municipal corporation in the State of Idaho ("Caldwell"), by and through its Mayor, and Brent Carpenter and Donald A. Patterson ("Owners"/"Applicant(s)").

WHEREAS, the Owners of record hold certain real estate ("Property") and hereby authorize Applicants to enter into this agreement with respect to said Property located in the City's area of impact and contiguous to the City of Caldwell and more particularly described as follows:

See Exhibit "A", a legal description, attached hereto and incorporated herein by this reference; and

WHEREAS, the Property is the subject of an application for annexation and zone classification identified as Application Number ANN-136-06; and

WHEREAS, the Property is the subject of an application for preliminary plat approval identified as Application Number SUB/PUD-161P-06; and

WHEREAS, the Applicant intends any development of the subject property will be as an R-3 (Multi-Family High Density Residential) subdivision; and

WHEREAS, the property is currently zoned by Canyon County as "A" (Agriculture); and

WHEREAS, the Applicant is seeking to zone the property to the City of Caldwell's R-3 (Multi-Family High Density Residential) Zoning Classification; and

Dakota Crossing #3 Subdivision Development Agreement
Certified Original [Signature] [Signature]

1 CC-4

A15

WHEREAS, it is the intent of this Development Agreement to protect the rights of the Applicant's use and enjoyment of the Property, while at the same time limiting any adverse impacts resulting from the rezone of this property upon neighboring properties and the community and ensuring that any future development of the property is in a manner consistent with Caldwell's Comprehensive Plan and City Code; and

WHEREAS, Caldwell and Applicant desire to set forth herein limitations and/or conditions upon the use and future development of the Property;

WHEREAS, all capitalized terms in this Development Agreement not herein defined shall have those meanings designated in the Caldwell City Code, the Caldwell Zoning Ordinance, and the Caldwell Comprehensive Plan;

WHEREAS, the annexation and rezone and preliminary plat are subject to a development agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Applicant and Caldwell agree as follows:

ARTICLE I LEGAL AUTHORITY

1.1 Caldwell will adopt an ordinance to rezone the Property subject to the provisions of this Development Agreement. This Development Agreement shall be signed before an affirmative Order of Decision by the Mayor and City Council permitting the rezone will be signed into effect by the Mayor. The ordinance will become effective after its passage, approval, and publication.

ARTICLE II CONDITIONS OF THE REZONE

2.1 The Property shall be utilized in the fashion and according to the terms set forth in the development application ANN-136-06 and SUB/PUD-161P-06 to include the following conditions:

1. All development applications for the Property must meet all requirements of the Caldwell City Code in effect at the date of submittal of any development application.
2. If the City of Caldwell has established a design review process at the time of submittal of development application(s) for the Property, the Applicant will be required to go through the design review process.
3. In the event the Property's legal description is discovered to be in error, the Applicant will be responsible for assuming the measures necessary to provide the City with an accurate legal description.

4. All development shall be consistent with the City of Caldwell's Comprehensive Plan. Any flexibility granted shall be consistent with the interests of the City of Caldwell and in substantial compliance with said Plan.
5. In accordance with City Code, development will require the construction of street side improvements in any public right-of-way adjacent to the subject property to include curb, gutter, sidewalk, sub-base and asphalt paving, storm drainage facilities, street lights and water mains. These street improvement features will be required to be incorporated into the design and construction of all streets located within the development as well.
6. At the time of development or within 90 days of a request by the City of Caldwell, the Applicant shall dedicate a 33-foot one-half width public right-of-way (minus existing) along the entire Moss Lane frontage. Any development shall require the street to be improved to a Collector roadway. The street will be required to be constructed at a width of 20.5 feet from centerline to back-of-curb plus an additional 5.5 feet to provide a two-directional travel surface and shall feature standard vertical curb, 5-foot wide sidewalks, sub-base and asphalt paving, required storm water drainage facilities and street lights. City of Caldwell Specifications for these improvements will be required to be observed.
7. At the time of development or within 90 days of a request by the City of Caldwell, the Applicant shall dedicate a 60-foot full width public right-of-way along the internal Celeste Avenue frontage and a 33-foot half-width along the border frontage. Any development shall require the street to be improved to a Collector roadway. The street will be required to be constructed at a full width of 41.0 feet from back-of-curb to back-of-curb at the interior alignment and a 20.5-foot width centerline to back of curb plus an additional 5.5 feet of asphalt to allow a two-directional travel surface along the border alignment. The street shall feature standard vertical curb and gutter, 5-foot wide sidewalks, sub-base and asphalt paving, required storm water drainage facilities and street lights. City of Caldwell Specifications for these improvements will be required to be observed.
8. All roadways shall be built to Caldwell City standards and dedicated for public purpose. Public roadway improvements shall include curb, gutter, sidewalk, sub-base and asphalt paving, storm drainage facilities, streetlights, and water mains. These street improvement features shall be incorporated into the subdivision as it is developed and shall be constructed by an appropriately licensed public works contractor.
9. If specifications to the current street section schedule requirements have been changed by the time of any development application, the Applicant shall be required to adhere to the more stringent requirements at time of development.

10. All development shall comply with ACHD Intersection and driveway spacing requirements (Sec 7204) adopted by the City of Caldwell.
11. Any development will require the Applicant to comply with Idaho State Statute 49-221 regarding clear sight at intersections within and adjacent to the development and other applicable standards.
12. Any development will require the Applicant to keep the City informed of and comply with transportation system improvements requested by Canyon Highway District No.4.
13. In the course of development, street improvements, traffic mitigation measures or trust investments shall be completed in equitable portions for each phase so that the cost to develop lots given the overall improvements required is as nearly the same for each phase as is practical. In no case shall the Applicant delay a disproportionate share of the cost to later phases.
14. Any development will require the Applicant to meet all requirements set forth in the City of Caldwell Zoning Ordinance.
15. Any development will require the Applicant to meet all requirements set forth in the City's Landscaping Ordinance and Tree Ordinance.
16. The Applicant will need to demonstrate that the common lots included in any development on the site are all connected by pathways in keeping with zoning ordinance provision 10-07-05(8).
17. The Applicant will maintain the site in keeping with the City's nuisance abatement program until such time as the development is complete. This maintenance will include the semi-annual mowing of all weeds within the subdivision boundaries and the removal of noxious weeds when they are identified. The developer will apply all appropriate dust abatement procedures as part of the construction process including watering of roads to prevent excessive dust production.
18. At the time of development the Applicant, will post and maintain a "Rules and Regulations" sign at the entryways to the residential subdivision until it is fully developed. The signs would be intended for subcontractors performing work and should include: 1) no dogs; 2) no loud music; 3) no alcohol or drugs; 4) no abusive language; 5) dispose of personal trash and site debris; 6) clean up any mud and/or dirt that is deposited from the construction parcel onto streets; 7) installation of a temporary construction fence that would keep debris from being blown off site by the wind; 8) no burning of construction or other debris on the Property.

19. The Applicant shall identify and retain all historical drainage discharge points from the property for the purpose of draining on site storm water detention facilities.
20. All development will require compliance with the City of Caldwell Storm Water Management Manual. On site detention facilities shall be required for management of site storm water for all development except as provided for under said Manual.
21. All development will require the applicant to connect to the City of Caldwell Municipal Sewer System and comply with the 2006 Revised Dixie Sewer Study in the construction of adjacent sewer facilities.
22. A public utility easement not less than 20 feet in width shall be provided for any sewer lines not in the public right-of-way and no less than 30 feet for adjacent sewer and water lines.
23. All easements and/or rights-of-way shall be determined and clearly indicated on the Final Plat. A note shall be placed on the Final Plat indicating that all rights-of-way are to be dedicated to the public.
24. In accordance with City requirements, a note shall be placed on the Final Plat stating that no individual lot will be allowed to take direct access to any classified roadway excepting Lot 2 of Block 2 and Lot 4 of Block 3 which shall be allowed direct access to Moss Street (this direct access for these two lots only was granted as a deviation/variance from the ordinance).
25. The proposed cross access easements to Lots 2, 3 and 5 of Block 3 off Celeste Avenue shall be noted on the Final Plat.
26. Lot 4 of Block 3 shall be permitted to take direct access to Moss Street due to its unique position (and separate use as stated to be professional offices unless otherwise allowed under a separate special use permit application).
27. Reduction of minimum lot width to 30 feet shall be granted.
28. Reduction of street frontage to 30 feet shall be granted.
29. Reduction of lot square footage to 3,075 square feet shall be granted.
30. Reduction of side yard setbacks to 0/5 feet shall be granted provided there is a minimum of 10 feet between structures and that all structures are in compliance with fire code.

31. Reduction of street side yard setback in an R-3 zone from 20 feet to 15 feet shall be granted provided that all vision triangles are kept clear and no driveway sight vision is obstructed.
32. Reduction of local road right-of-way to 51 feet shall be granted.
33. Use exception for Lot 2 of Block 2 to use the existing house as a day care facility only shall be granted.
34. Use exception for Lot 4 of Block 3 to use the existing house for professional offices only shall be granted.
35. Playground equipment shall be provided in Block 3.
36. Block 3 shall be designed such that the structures are facing Celeste Avenue with parking in the middle of the block or towards Moss Street.
37. All development shall connect to the City of Caldwell Municipal Water System and comply with the City of Caldwell Water Master Study.
38. Irrigation water for the Property shall be obtained from the appropriate Government Irrigation District and/or groundwater sources, per the Landscape Ordinance Section 10-07-12. Pressure irrigation facilities shall be provided consistent with City and Government Irrigation Provider specifications and dedicated to the applicable government irrigation provider. Said Government Irrigation provider shall operate pressurized irrigation facilities for the site.
39. The face of the subdivision final plat shall bear a note stating that the development shall conform to Idaho Code 22-4503, Right to Farm Act.
40. Any water rights on the property as of the date of this agreement, excepting those held in trust by a government irrigation district, shall not be sold, otherwise transferred to other parties or abandoned, but shall be transferred to the City of Caldwell for both irrigation and domestic water supply for the subject property. The City of Caldwell will be responsible for registering the transfer.
41. The Applicant agrees to participate in any Development Master Plan designed for the area in which the property is located in accordance with the provisions of Caldwell Subdivision Ordinance No. 1758, Article 2, Section 11-02-03, including planning for water and sewer connections for the development as well as accessibility of these utilities to adjacent properties.
42. Open space must be useful and improved and shall exceed the Caldwell Landscape Ordinance 5% requirement, exclusive of required buffers, for a 10% required minimum.

43. A note shall be placed on the final plat indicating that all areas designated as common areas are to be owned, operated and maintained by the homeowners association.
44. School bus stops shall be provided that meet the placement location and design requirements listed in the staff report and shall meet the requirements of the bus company in regards to bus stop locations.
45. Local streets intersecting a collector or arterial roadway shall have a tangent section of centerline not less than 150 feet in length measured from the right-of-way line of a major street, except that no such tangent is required when the local street curve has a radius greater than 400 feet. The proposed Hidalgo Drive at the Celeste Avenue intersection shall comply with this standard.
46. The proposed ingress-egress easement to Lot 2 Block 2 shall be brought to standard to comply with ACHD intersection and driveway spacing and alignment standards as adopted by the City of Caldwell.
47. All development shall be subject to the laws and requirements of State and City Code and any and all City Ordinances in place at the time of development.
48. The Order of Decision for the annexation and rezone and preliminary plat of the Property is hereby made a part of the development agreement. In the event there is a discrepancy or conflict, the strictest condition shall apply unless otherwise specifically stated in this development agreement.
49. A temporary easement for all master-planned sewer on the subject property at a width necessary for construction of the same (not less than 30 feet in width) shall be granted and remain in effect until replaced by right-of-way or a permanent easement.
50. Dedication of rights-of-way shall be required at the time of development or within 90 days of a request by the City of Caldwell. Construction of frontage improvements shall be required at the time of development and shall be built to the most strict specifications in effect at the time of development or as specifically stipulated herein.
51. Any note, item or drawing element on plats, drawings or designs inconsistent with City Codes, Policies and/or Ordinances shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance.
52. The above development agreement conditions are in addition to the regulations provided for in the zoning district, unless stated otherwise in this development agreement as a granted variance.

6.3 This Development Agreement shall be binding on the Applicant and Owners, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that if all or any portion of the development is sold, the sellers shall thereupon be released and discharged from any and all obligations in connection with the property sold arising under this Agreement, and such obligations shall be automatically adopted by the buyer of the same.

6.4 The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect to the Property or portion thereof.

ARTICLE VII GENERAL MATTERS

7.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of the Idaho Code Section 67-6509.

7.2 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine, or neutral gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

7.3 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

7.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage repaid, or by Federal Express or other reputable overnight delivery service to the party to whom the notice is directed at the address of such party set forth below:

Caldwell: Planning and Zoning
P.O. Box 1177
Caldwell, Idaho 83606
Phone: 455 - 3021
Fax: 455 - 3050

Owners: Brent Carpenter
12633 Moss Ln.
Nampa, ID 83651

Donald A. Patterson
12483 Moss Ln.
Nampa, ID 83651

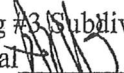

Applicants: Same as Owners

Or such other addresses and to such other persons as the parties may hereafter designate. Any such notice shall be deemed given upon receipt If by personal delivery, forty-eight (48) hours after deposit in the United States mail, if send by mail pursuant to the foregoing, or twenty-four (24) hours after timely deposit with a reputable overnight delivery service.

7.5 Effective Date. This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed original of this Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement.

DATED this 3rd day of April, 2007

Dakota Crossing #3 Subdivision Development Agreement
Certified Original  

CALDWELL:

CITY OF CALDWELL, a municipal corporation organized and existing under the laws of the State of Idaho

By: Garret L. Nancolas, Mayor

ATTEST:

Monica Jones, City Clerk
DATED this 3 day of April, 2007

STATE OF IDAHO)
: ss.
County of Canyon)



On this 3rd day of April, 2007, before the undersigned notary public in and for the said state, personally appeared Garret L. Nancolas, known or identified to me to be the Mayor of the City of Caldwell and the person who executed the foregoing instrument on behalf of said City and Acknowledged to me that said City executed the same.

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

Debra K. Meyer
Notary Public for Idaho
Residing at: Caldwell Idaho
My Commission Expires: 12/22/2011



OWNER and APPLICANT:

Brent Carpenter

By: Brent Carpenter

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 2nd day of March, 2007, before the undersigned notary public in and for the said state, personally appeared Brent Carpenter, known or identified to me to be the property owner referenced herein and the person who executed the foregoing instrument.

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

Diana K. Farrington
Notary Public for Idaho
Residing at: Canyon County
My Commission Expires: 05-23-2008



OWNER and APPLICANT:

Donald A. Patterson

By: *[Signature]*

STATE OF IDAHO)

: ss.

County of Canyon)

On this 1st day of March, 2007, before the undersigned notary public in and for the said state, personally appeared Donald Patterson, known or identified to me to be the property owner referenced herein and the person who executed the foregoing instrument.

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



Lisa Keller
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 7/14/09