



City of Caldwell
Community Development Department
Planning & Zoning Division

Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

Master Land Use Application

I. Application Requests (check all that apply)

Please note that any land use action below marked with an asterisk () will require public hearing. Land use actions below marked with two asterisks (**) may require public hearing depending on the scope of project.*

<input type="checkbox"/> Admin Director Determination	<input type="checkbox"/> Performance Bonding
<input type="checkbox"/> Admin Development Review ²	<input type="checkbox"/> Planned Unit Development (new)*
<input type="checkbox"/> Alternative Method of Compliance	<input type="checkbox"/> Planned Unit Development (modification)**
<input type="checkbox"/> *Annexation w/ Zoning	<input type="checkbox"/> Public Art/Murals
<input type="checkbox"/> Business License (permit)	<input type="checkbox"/> Rezone (zoning map amendment)
<input type="checkbox"/> **Certificate of Appropriateness	<input type="checkbox"/> Signs ¹
<input type="checkbox"/> *Comp Plan (Map) Amendment	<input type="checkbox"/> Special Use Permit (new)*
<input type="checkbox"/> *Comp Plan (Text) Amendment	<input type="checkbox"/> Special Use Permit (modification)**
<input type="checkbox"/> *Deannexation	<input type="checkbox"/> Special Use Permit (time extension)
<input type="checkbox"/> **Design Review	<input type="checkbox"/> Subdivision Plat (prelim plat) *
<input type="checkbox"/> Development Agreement (new) *	<input type="checkbox"/> Subdivision Plat (final plat)
<input type="checkbox"/> Development Agreement (modification)**	<input type="checkbox"/> Subdivision Plat (short plat) ³
<input type="checkbox"/> Development Agreement (termination)*	<input type="checkbox"/> Subdivision Plat (modification)**
<input type="checkbox"/> Home Occupation Permit (new)	<input type="checkbox"/> Subdivision Plat (renewal)
<input type="checkbox"/> Home Occupation Permit (renewal)	<input type="checkbox"/> Subdivision Plat (time extension)
<input type="checkbox"/> Lot Line / Boundary Line Adjustment	<input type="checkbox"/> Temporary Use Permit (new)
<input type="checkbox"/> Lot Split (administrative)	<input type="checkbox"/> Temporary Use Permit (renewal)
<input type="checkbox"/> Lot Split (simple)	<input type="checkbox"/> Traffic Impact Study Review
<input type="checkbox"/> *Manufactured Home Community	<input type="checkbox"/> *Vacation (easement, ROW, plat note)
<input type="checkbox"/> Mobile Food Unit (Individual)	<input type="checkbox"/> *Variance
<input type="checkbox"/> Outdoor Dining Permit	<input type="checkbox"/> Zoning Ordinance (Text) Amendment
<input type="checkbox"/> Parcel Consolidation	

☐ Other, please describe:

¹Freestanding, post/pole, or monument signs less than 6' in height. All other signs must be submitted through the building department.

²Used when not associated with other land use applications, when revisions to an approved (non-subdivision development) is being proposed, or when the land use schedules indicate the requirement for Administrative Development Review.



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II. General Project / Site Information

Project or Development Name:
(for business licensing, use business name)

Site Address(s):
Upload separate attached sheet if more than six (6) site addresses

Suite #s:

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Parcel #s:

Total Acres:

Prior Use of Property:

Proposed Use of Property:

Current Zoning of Subject Parcel(s):
(check all that apply)

- | | | | | | |
|-------------------------------|------------------------------|------------------------------|-------------------------------|------------------------------|---|
| <input type="checkbox"/> RS-1 | <input type="checkbox"/> C-1 | <input type="checkbox"/> M-1 | <input type="checkbox"/> D-CC | <input type="checkbox"/> A-D | <input type="checkbox"/> Property in County |
| <input type="checkbox"/> RS-2 | <input type="checkbox"/> C-2 | <input type="checkbox"/> M-2 | <input type="checkbox"/> C-CB | <input type="checkbox"/> C-D | |
| <input type="checkbox"/> R-1 | <input type="checkbox"/> C-3 | <input type="checkbox"/> I-P | <input type="checkbox"/> T-N | <input type="checkbox"/> H-D | List County Designation: |
| <input type="checkbox"/> R-2 | <input type="checkbox"/> C-4 | | | <input type="checkbox"/> P-D | |
| <input type="checkbox"/> R-3 | <input type="checkbox"/> H-C | | | | |



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Proposed Zoning of Subject Parcel(s): <i>(check all that apply)</i>	<div><input type="checkbox"/> No Change</div> <div><input type="checkbox"/> RS-1</div> <div><input type="checkbox"/> RS-2</div> <div><input type="checkbox"/> R-1</div> <div><input type="checkbox"/> R-2</div> <div><input type="checkbox"/> R-3</div>	<div><input type="checkbox"/> C-1</div> <div><input type="checkbox"/> C-2</div> <div><input type="checkbox"/> C-3</div> <div><input type="checkbox"/> C-4</div> <div><input type="checkbox"/> H-C</div>	<div><input type="checkbox"/> M-1</div> <div><input type="checkbox"/> M-2</div> <div><input type="checkbox"/> I-P</div>	<div><input type="checkbox"/> D-CC</div> <div><input type="checkbox"/> C-CB</div> <div><input type="checkbox"/> T-N</div>	<div><input type="checkbox"/> A-D</div> <div><input type="checkbox"/> C-D</div> <div><input type="checkbox"/> H-D</div> <div><input type="checkbox"/> P-D</div>	
Select the Overlay District for the Subject Parcel(s): <i>(check all that apply)</i>	<div><input type="checkbox"/> Not in Overlay Zone</div> <div><input type="checkbox"/> APO-1</div> <div><input type="checkbox"/> APO-2</div>	<div><input type="checkbox"/> ED-1</div>	<div><input type="checkbox"/> FP-1</div>	<div><input type="checkbox"/> HD-1</div> <div><input type="checkbox"/> HD-2</div> <div><input type="checkbox"/> HD-3</div>	<div><input type="checkbox"/> SO-1</div> <div><input type="checkbox"/> SO-2</div> <div><input type="checkbox"/> SO-3</div>	<div><input type="checkbox"/> UD-1</div> <div><input type="checkbox"/> UD-2</div> <div><input type="checkbox"/> UD-3</div>
City of Caldwell Comprehensive Plan Designation of Subject Parcel(s): <i>(check all that apply)</i>	<div><input type="checkbox"/> Neighborhood 1</div> <div><input type="checkbox"/> Neighborhood 2</div> <div><input type="checkbox"/> Neighborhood 3</div> <div><input type="checkbox"/> Urban Neighborhood</div> <div><input type="checkbox"/> Downtown</div> <div><input type="checkbox"/> Mixed Use Center</div> <div><input type="checkbox"/> Community Center</div> <div><input type="checkbox"/> Special Purpose</div>					
Is/Are Subject Parcel(s) located within an "Area Hub" as indicated within the City of Caldwell Comprehensive Plan?	<div><input type="checkbox"/> Yes <input type="checkbox"/> No</div>					

III. Applicant Information

Note: If applicant is an LLC, proof of authorized signer will be required from the Secretary of State.

Name:	<input style="width: 100%;" type="text"/>		
Company Name: <i>(if applicable)</i>	<input style="width: 100%;" type="text"/>		
Mailing Address:	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
Phone:	<input style="width: 100%;" type="text"/>	Email:	<input style="width: 100%;" type="text"/>
Applicant Relationship to Property Owner:	<div><input type="checkbox"/> Property Owner</div> <div><input type="checkbox"/> Authorized Agent/Representative</div> <div><input type="checkbox"/> Purchaser</div> <div><input type="checkbox"/> Petitioner <i>(vacation requests only)</i></div>		



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IV. Property Owners' Information *(if different from applicant)*

Name:

Mailing Address:

Phone:

Email:

V. Contractor / Developer Information *(fill out, if applicable)*

Name:

Company Name:
(if applicable)

Mailing Address:

Phone:

Email:

VI. Architect Information *(fill out, if applicable)*

Name:

Company Name:
(if applicable)

Mailing Address:

Phone:

Email:



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VII. Civil Engineer / Surveyor Information *(fill out, if applicable)*

Name:			
Company Name: <i>(if applicable)</i>			
Mailing Address:			
Phone:		Email:	

VIII. Landscape Architect Information *(fill out, if applicable)*

Name:			
Company Name: <i>(if applicable)</i>			
Mailing Address:			
Phone:		Email:	

IX. Applicant Acknowledgement

- ☐ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application.
- ☐ I certify that I am the owner of this property, the owner's authorized agent/representative, or the petitioner (if for a vacation). If acting as an authorized agent or representative, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application.



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- ☐ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I certify that I am the:

- ☐ Property Owner ☐ Authorized Agent / Representative ☐ Petitioner (Vacations Only)

Applicant / Applicant's Representative Printed Name

Date

Nicolette Womack
Applicant / Applicant's Representative Signature



REZONE CHECKLIST

The following items shall be included in the application submittal. Additional information may be required upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION 1: Filing Requirements

- ☒ All applications, checklists, plans and supporting documents must be submitted through our [Online Permit Center](#).
- ☒ Filing fees (**see Section 2 below**)
- ☒ PDF Documents shall be formatted in accordance with **Section 5** below.
- ☒ All documents shall follow the [naming conventions as shown here](#).

SECTION 2: Filing Fees

Refer to the Department fee list for most current fees.

- ☒ Application / Permit fees. Fees will be required to be paid once the application has been submitted and received by the department.

SECTION 3: Submittal Documents

The items listed below are considered a minimum. Additional information may be necessary for clarification during the review process.

- ☒ **Master Land Use Application.** Copy of a completed and signed master land use application.
- ☒ **Application Checklist.** Copy of a completed and signed application checklist
- ☒ **Copy of Deeds or Proof of Ownership.** If the owner is a corporation or LLC, proof of the representative or agent for the LLC or corporation will be required.
- ☒ **Property Owner Acknowledgement.** Signed [Property Owner Acknowledgement form](#) (if applicable)
- ☒ **Neighborhood Meeting Information**, including;
 - ☒ A copy of the letter sent to all owners, residents and associations within 500' of the property boundary
 - ☒ A copy of the 500' mailing list
 - ☒ A copy of the sign-in sheet, with your signature for certification



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- ☒ **Legal Description and Exhibit.** Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be stamped and certified by a land surveyor registered to the State of Idaho and shall be accompanied by an exhibit stamped and certified by a land surveyor registered in the State of Idaho. For multiple parcels with different zoning designations, the legal descriptions and exhibit shall indicate the area for each zone, along with the acreage and boundaries.

- ☒ **Location / Vicinity Map.** Showing the boundaries of the subject property with relation to nearby roadways and landmarks.

- ☒ **Project Narrative.** A detailed project narrative addressing the following:
 - ☒ Description of overall proposed rezone and future development plan.
 - ☒ Description of compliance with the City's Comprehensive Plan and Vision and compliance with zoning ordinances.
 - ☒ Description of overall project benefits, the impacts on surrounding properties, and the mitigation of those impacts.

- ☒ **Conceptual Development Plan** (If the rezone request is not associated with a special use permit, planned unit development or subdivision plat request).

SECTION 4: Project Specific Details

Fill in all the information below that is applicable to the project being proposed.

SUBJECT SITE LAND USE AND LAND USE INFORMATION			
Existing Zoning Designation:	M-1		
Proposed Zoning Designation:	H-C		
Existing City Comprehensive Plan Future Land Use Designation:	Mixed-Use Center		
Existing Land Use:	Vacant		
Proposed Land Use:	Multi-family with commerical		



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SURROUNDING LAND USE AND ZONING INFORMATION			
	Existing Zoning Designation	Existing City Comp Plan Designation	Existing Use of Site
North of Subject Site:	M-1	Mixed Use Center	Storage
South of Subject Site:	C-3	Mixed Use Center	Office
East of Subject Site:	C-3	Mixed Use Center	D&B Supply
West of Subject Site:	M-1	Mixed Use Center	Vacant

EXISTING UTILITIES, INFRASTRUCTURE AND PUBLIC SERVICES INFORMATION		
Type of Site Access:	<input checked="" type="checkbox"/>	Street Frontage
	<input type="checkbox"/>	Easement Easement Width: _____ Instrument # _____
Street(s) Providing Access to Site:	Saddle Ave & Haystack Way	
Existing Domestic Water:	<input type="checkbox"/>	Individual Domestic Well – How Many?
	<input type="checkbox"/>	Centralized Public Water System
	<input checked="" type="checkbox"/>	City Municipal Water System
	<input type="checkbox"/>	N/A
	Nearest Water Line Connection:	
Existing Sewer (Wastewater):	<input type="checkbox"/>	Individual Septic
	<input checked="" type="checkbox"/>	City Municipal Sewer
	<input type="checkbox"/>	N/A
	Nearest Sewer Line Connection:	
Existing Irrigation:	<input type="checkbox"/>	Surface
	<input type="checkbox"/>	Irrigation Well
	<input checked="" type="checkbox"/>	Pressurized
	<input type="checkbox"/>	Gravity
	<input type="checkbox"/>	N/A
	Nearest Irrigation Connection:	
	Irrigation District:	
	<input type="checkbox"/>	Caldwell School District



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School Districts Serving this Location:	<input checked="" type="checkbox"/>	Vallivue School District
	<input type="checkbox"/>	Nampa School District

CRITERIA FOR REZONE REQUEST

Please answer all of the questions below.

Please explain how the proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies? Indicate which goals, objectives and policies it meets.

See narrative

Please explain how the proposed map amendment is consistent with the purpose statement of the proposed zoning district as specified in Caldwell City Code.



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See narrative

Please explain how the intensity of development in the new zoning district will not create significant adverse impacts to surrounding properties or the neighborhood or explain the impacts and how the impacts are proposed to be mitigated.

See narrative

Will adequate public facilities exist, or be provided, to serve all uses allowed on this property under the proposed zone? Please explain.

See narrative



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SECTION 5: PDF Formatting Requirements

Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for your project.

Layers: No multiple layers. Layers must be merged or flattened.

Format: Vector-based files are preferred given the ability to scale these files.

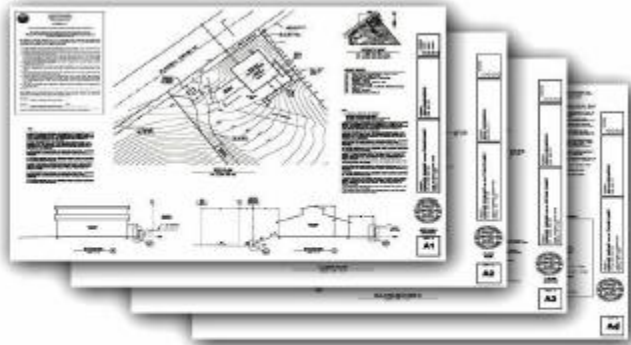
Resolution: Min. of 300 pixels per inch (PPI)

Grouping: Multiple sheet PDF (single file with multiple sheets)



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plans.pdf (multiple sheets)

✓ **Correct**

Labeling: Each sheet of the plans must be labeled with the project name, contractor, and address of the subject site.

SECTION 6: Applicant Acknowledgement

- ☒ I acknowledge that all items on the checklist are included in the submittal package and that all documents have been named accordingly and submitted as single-sided, high-resolution pdf documents; and
- ☒ I acknowledge that I, the applicant, or my representative is responsible to attend all public hearings; and
- ☒ I acknowledge that applications are not deemed complete until the application has been submitted, all fees have been paid, and the application has been deemed accepted after completion of the prescreening process. This could impact neighborhood meeting deadlines and scheduling of public hearing dates.
- ☒ I acknowledge that I have read, understand, and am in compliance with all standards, terms, and requirements listed in Caldwell City Code; and
- ☒ I certify I am the:



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☐ Property Owner as the Applicant ☒ Property Owner's Agent / Representative

Nicolette Womack

Applicant / Applicant's Representative Printed Name

5-23-25

Date

Nicolette Womack

Applicant / Applicant's Representative Signature



DEVELOPMENT AGREEMENT CHECKLIST

The following items shall be included in any development agreement modification submittal. Additional information may be required, as indicated in your roundtable (pre-app) meeting or upon official review of the application and/or plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION I			
SUBMITTAL DOCUMENTS & RELATED PLANS		Applicant	Staff
Master Land Use Application	Copy of completed, signed and dated application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Application Checklist	Copy of completed, signed and dated checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project Narrative	Narrative fully describing the proposed request, including but not limited to the reason for the development agreement modification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proof of Property Ownership	Recorded Warranty Deed for the subject property showing proof of ownership, or evidence of property interest to subject property	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal Description of Property	Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be certified by a land surveyor registered to the State of Idaho.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property Owner Acknowledgement	If the signatory of the application is not the owner of the property, a notarized statement (property owner acknowledgement) must be signed by the legal owner of record and submitted with the application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vicinity Map (Scaled)	Scaled vicinity map showing the location of the subject property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Original Development Agreement	Provide a copy of the original development agreement that was approved and recorded	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Draft of Development Agreement Modifications	Provide a draft of the original development agreement to be modified with all proposed text deletions shown in strike-out format, and all proposed text additions shown in underlined format.	<input checked="" type="checkbox"/> Included <input type="checkbox"/> N/A	<input type="checkbox"/>
ADDITIONAL REQUIREMENTS (Development agreement modifications where a new, standalone development agreement is proposed or required)		Applicant	Staff
Property Owner Information	Include the property owner information, including the mailing address information to be included in the new development agreement.	<input type="checkbox"/> Included <input checked="" type="checkbox"/> N/A	<input type="checkbox"/>
Legal Description of Property	Attach a legal description of the property subject to the new development agreement. Include: <ul style="list-style-type: none"> A metes and bounds description, stamped and signed by a registered professional land surveyor; AND A scaled exhibit map showing the boundaries of the legal description in compliance with the requirements of the Idaho State Tax Commission Property Tax Administrative Rules IDAPA 35.01.03.225.oh.h: OR If property is a lot and block within an existing subdivision, include a description of the lot and block along with an exhibit map/plat depicting the location of said lot and block 	<input type="checkbox"/> Included <input checked="" type="checkbox"/> N/A	<input type="checkbox"/>



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Draft of NEW Development Agreement	Provide a draft of the new development agreement that is being proposed	<input type="checkbox"/> Included <input checked="" type="checkbox"/> N/A	<input type="checkbox"/>
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SECTION II

GENERAL INFORMATION

Original Project Name			
Original Annexation / Rezone Case Number:			
Original Ordinance #, Instrument # and Recording Date:	Ordinance #:	County Instrument #:	County Recording Date:
Original Development Agreement – Date of City Council approval, Instrument # and Recording Date	Date of City Council Approval:	County Instrument #:	County Recording Date:

ACKNOWLEDGEMENT

I acknowledge that all items on the checklist are included in the submittal package and that all documents have been submitted as single-sided, high-resolution copies; and

I acknowledge that additional information may be requested or required in order to have a full understanding of the request; and

I acknowledge that the applicant or the applicant's representative **IS REQUIRED** to attend all public hearings for this application.

I certify this document has been acknowledged, signed and dated by the:

☐ Property Owner as the Applicant

☐ Property Owner's Agent / Representative

Applicant / Applicant's Representative Printed Name


Date

Nicolette Womack
Applicant / Applicant's Representative Signature



INVOICE


Permit #: DEV25-000003
Address: 0 HAYSTACK WAY

Fee	Account Code	Amount
P&Z Fees - Development Agreement (Modification)	10335	1,103.00
TOTAL		1,103.00



INVOICE

Permit #: ZON25-000003
Address: 0 HAYSTACK WAY

Fee	Account Code	Amount
P&Z Fees - Rezone - 2 acres and More	10220	3,080.50
TOTAL		3,080.50

May 27, 2025

City of Caldwell
621 Cleveland Blvd
Caldwell, Idaho, 83605

RE: *Haystack Way Apartments DA Modification and Rezone Request*

On behalf of Ahlquist Development LLC, we are submitting a request for a Development Agreement (DA) Modification and Rezone. The site is located north of the Chinden (HWY 20/26) and Haystack Way intersection within the existing North Ranch Business Park. The subject property is 3.9 acres and identified as parcel numbers R3527612100 & R3527612000. The Future Land Use Map designates the property as "Mixed Use Center" which allows Residential High Density and H-C zoning with up to 40 dwelling units per acre utilizing the density bonus program. This land use area is generally described as hubs of intense commercial activities that attract people from all over the City and beyond, located on major roads like HWY 20/26. The Comprehensive Plan also describes these areas as ideal for the inclusion of denser housing options where commercial areas transition to less dense residential place types. This is consistent with the adjacent variety of uses which include: D&B Supply, Idaho Central Credit Union, Maverick Fuel Station, several restaurants and industrial distribution centers.

The North Ranch Business Park was originally approved in 2020 with a Development Agreement that included a mixture of Commercial (zoned C-3) and Industrial (zoned M-1) uses with flexibility for future site development. This proposal includes a Development Agreement Modification to include H-C zoning for the subject parcels (R3527612100 & R3527612000) in order to permit multi-family and mixed-use buildings as allowed uses within the parcels zoned H-C within the North Ranch Business Park. The subject parcels are currently zoned M-1, as such a request to rezone the parcels to H-C (Highway Corridor) is also included.

The proposal includes a 156-unit multi-family mixed use project with clubhouse for a total density of 40 dwelling units per acre. The units will consist of 24 studio, 12 open style, 72 one-bedroom, 40 two-bedroom, and 8 three-bedroom units. One of the buildings also includes a 5,218 square foot commercial space fronting Saddle Ave. A total of 235 parking spaces will be provided, which include 2 ADA Van spaces, and 8 standard ADA spaces. Amenities will include a central club house with an indoor exercise room and gathering space, patio, tot lot, and pickleball court. The building will be four stories in overall height with an internal elevator. Access will be provided off Haystack Way and Saddle Ave on the east and west sides of the site utilizing the cross-access points with the parcels to the south with 15' landscape buffers along both frontages. The project will be utilizing the recently adopted Density Bonus Program within Section 10-03-18, providing 4-points to qualify for 100% of the available density bonus of 40 du/ac.

The proposal will be consistent with the Comprehensive Plan's land use map which designates the parcels as "Mixed Use Center" which anticipates a mix of commercial and higher density residential uses near major roadways like HWY 20/26. The proposal will also be consistent with several goals, objectives, and policies which include:

- *Connected Community 3.4: Transition the intensity of land uses away from the activity corridor with multifamily housing, landscaping, and through building design.*
- *Quality Neighborhoods to Call Home 1: Diversify housing options to accommodate varying household incomes, lifestyles, and sizes, promoting inclusivity and affordability*
- *Quality Neighborhoods to Call Home 1.3: Support higher density residential development near downtown, commercial centers, mixed-use areas, and along transit corridors.*
- *Quality Neighborhoods to Call Home 3.1: Focus high-density residential development in areas with adequate services and near commercial centers.*

- *Intentional and Distinct Centers 3.1: Promote unique economic development projects that are designed to integrate uses such as housing, recreation, office complexes, restaurants, and shopping areas.*

The proposal will also be consistent with the purpose statement of the H-C zoning district which is:

“To create, preserve and enhance key areas along a highway corridor in accordance with the Caldwell comprehensive plan: A. To provide for a mix of land uses that allow citizens to live, work and shop and businesses to become established and expand; B. To enhance properties along highways which are highly visible or transitional in nature by developing, maintaining and expanding highway oriented commercial uses, limited light industrial uses, educational uses, offices and high density residential uses.”

Lastly, the intensity of development will not create significant adverse impacts to surrounding properties as it will be compliant with the conditions of approval established through the review process. Adequate public facilities exist to serve all uses allowed on this property as this was thoroughly reviewed and constructed with the development of the overall North Ranch Business Park which has been rolled out in several phases.

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 engineering, architectural, and construction practices will be implemented with the professional standard of care.

We greatly appreciate your time and review of our request. In accordance with the submittal checklists, we are submitting electronically with all required information. Should you have any questions, please contact me at Nicolette.Womack@kimley-horn.com.

Sincerely,

Nicolette Womack

Nicolette Womack, AICP
Planner

State	County	Parcel	Primary Owner	Property Address	Property City	Owner Address	Owner City
			Julie Hekking		Boise, ID 83702	1100 W Idaho St	Boise, ID 83702
ID	Canyon	R3527711400	RODRIGUEZ RICARDO	3816 DEPARTURE ST	CALDWELL, ID 83605	3816 DEPARTURE ST	CALDWELL ID 83605
ID	Canyon	R3530700000	HOME DEPOT USA INC	4106 HWY 20 26	CALDWELL, ID 83605	2455 PACES FERRY RD	ATLANTA GA 30339
ID	Canyon	R3530500000	GB CALDWELL LLC	3912 HWY 20 26	CALDWELL, ID	277 STEWART RD SW	PACIFIC WA 98047
ID	Canyon	R3523701400	VALLIVUE SCHOOL DISTRICT	320 SMEED PKWY	CALDWELL, ID 83605	5207 S MONTANA AVE	CALDWELL ID 83607
ID	Canyon	R3527714000	KAUTH RICHARD J 2016 TRUST	315 CONCOURSE AVE	CALDWELL, ID 83605	315 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527711300	BRYANT TREVAUGHN MARQUELL	3812 DEPARTURE ST	CALDWELL, ID 83605	3812 DEPARTURE ST	CALDWELL ID 83605
ID	Canyon	R3527711200	INGEBRETSEN JON	3808 DEPARTURE ST	CALDWELL, ID 83605	3808 DEPARTURE ST	CALDWELL ID 83605
ID	Canyon	R3527711100	BESHEARS CLEMENT L	3804 DEPARTURE ST	CALDWELL, ID 83605	3804 DEPARTURE ST	CALDWELL ID 83605
ID	Canyon	R3527711500	SIDES DEVIN G	3820 DEPARTURE ST	CALDWELL, ID 83605	3820 DEPARTURE ST	CALDWELL ID 83605
ID	Canyon	R3527711600	SIMMONS RAYMOND	513 CONCOURSE AVE	CALDWELL, ID 83605	513 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527711700	HALL SABRINA	509 CONCOURSE AVE	CALDWELL, ID 83605	509 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527713100	LAKEY NICHOLE	508 CONCOURSE AVE	CALDWELL, ID 83605	508 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527711800	DURKIN BRYAN	505 CONCOURSE AVE	CALDWELL, ID 83605	505 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527713200	AARDE RICHARD T	504 CONCOURSE AVE	CALDWELL, ID 83605	504 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527711900	HELLER WENDY SUE	423 CONCOURSE AVE	CALDWELL, ID 83605	423 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527713300	BUCHINSKY MICHAEL	422 CONCOURSE AVE	CALDWELL, ID 83605	422 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527712000	MANTEUFEL ROBERT P	419 CONCOURSE AVE	CALDWELL, ID 83605	419 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527713400	GOMEZ SERGIO	418 CONCOURSE AVE	CALDWELL, ID 83605	418 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527712100	LOUISE CANDICE	415 CONCOURSE AVE	CALDWELL, ID 83605	415 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527713500	BERNDT FAMILY REVOCABLE LIVING TRUST	414 CONCOURSE AVE	CALDWELL, ID 83605	1330 CHATEAU PL	UKIAH CA 95482
ID	Canyon	R3527712200	STEINBERG ELLIOTT	411 CONCOURSE AVE	CALDWELL, ID 83605	411 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527712300	WOODS CLIFTON R	407 CONCOURSE AVE	CALDWELL, ID 83605	407 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527712400	LAO EDWARD WEI HUO	403 CONCOURSE AVE	CALDWELL, ID 83605	12794 S AREZZO WAY	NAMPA ID 83686
ID	Canyon	R3527712500	RODERICK RANDALL	321 CONCOURSE AVE	CALDWELL, ID 83605	27 CAMAS DR	BOISE ID 83716
ID	Canyon	R3527713600	GILBERT ELIZABETH ANN	320 CONCOURSE AVE	CALDWELL, ID 83605	320 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527714100	BOGGAN DUSTIN	311 CONCOURSE AVE	CALDWELL, ID 83605	311 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527714200	LIGHTFOOT DAPHNE	307 CONCOURSE AVE	CALDWELL, ID 83605	307 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527714300	STEINHAUER CHRISTI	303 CONCOURSE AVE	CALDWELL, ID 83605	303 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527714400	MCCALLUM KENNETH	221 CONCOURSE AVE	CALDWELL, ID 83605	221 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527714500	SOTO JESUS	217 CONCOURSE AVE	CALDWELL, ID 83605	13814 ROBIE CREEK ST	NAMPA ID 83651
ID	Canyon	R3527714600	TSIATSOS DEMETRIA B	213 CONCOURSE AVE	CALDWELL, ID 83605	213 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527714700	SMART RICHARD E	214 CONCOURSE AVE	CALDWELL, ID 83605	214 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527715900	MOXLEY MARY L HANDLEY	316 CONCOURSE AVE	CALDWELL, ID 83605	316 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527715800	HERNANDEZ OSTER M	312 CONCOURSE AVE	CALDWELL, ID 83605	312 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527715700	CHENEY WIL T	308 CONCOURSE AVE	CALDWELL, ID 83605	308 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527715600	MARSON 2023 TRUST	304 CONCOURSE AVE	CALDWELL, ID 83605	PO BOX 506	HILMAR CA 95324
ID	Canyon	R3527715500	PRETE DAVID	222 CONCOURSE AVE	CALDWELL, ID 83605	222 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527717400	VOYAGE CROSSING HOMEOWNERS ASSOCIATION	0 CONCOURSE AVE	CALDWELL, ID 83605	3185 E GREENHURST RD	NAMPA ID 83686
ID	Canyon	R3527718200	BAEZA SONIA	210 CONCOURSE AVE	CALDWELL, ID 83605	210 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527718100	RODRIGUEZ ROSA MARIA	206 CONCOURSE AVE	CALDWELL, ID 83605	206 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527718000	GUTIERREZ MIGUEL F AYALA	202 CONCOURSE AVE	CALDWELL, ID 83605	202 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527717900	GREEN MARY JO	122 CONCOURSE AVE	CALDWELL, ID 83605	122 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527717000	PARKHOTYUK NATALYA I	119 CONCOURSE AVE	CALDWELL, ID 83605	119 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527717800	BAZSO REED M	118 CONCOURSE AVE	CALDWELL, ID 83605	118 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527717100	HUNTLEY DUANE A	115 CONCOURSE AVE	CALDWELL, ID 83605	115 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527717700	MARTIN HELEN MARILYN	114 CONCOURSE AVE	CALDWELL, ID 83605	114 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527717200	LYONS YVONNE D	111 CONCOURSE AVE	CALDWELL, ID 83605	848 N RAINBOW BLVD	LAS VEGAS NV 89107
ID	Canyon	R3527717600	WARNER TYLER JEFFERSON	110 CONCOURSE AVE	CALDWELL, ID 83605	110 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527716600	BAEZA PEDRO BAEZA	211 CONCOURSE AVE	CALDWELL, ID 83605	211 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527717500	AYALA SANDRA	106 CONCOURSE AVE	CALDWELL, ID 83605	106 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527717300	MESKENAS RUSLANAS	107 CONCOURSE AVE	CALDWELL, ID 83605	107 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527716700	JASKOWSKI KOSTADINOS	207 CONCOURSE AVE	CALDWELL, ID 83605	207 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527716800	SIDEBOTHAM DEBRA A	203 CONCOURSE AVE	CALDWELL, ID 83605	203 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527716900	AGUNDEZ ANTHONY	123 CONCOURSE AVE	CALDWELL, ID 83605	123 CONCOURSE AVE	CALDWELL ID 83605
ID	Canyon	R3527719900	MEYET BRYCE W	3804 BOBWHITE ST	CALDWELL, ID 83605	304 CLIFF SWALLOW AVE	CALDWELL ID 83605
ID	Canyon	R3527720900	BENNETT RAVEN	3922 BOBWHITE ST	CALDWELL, ID 83605	3922 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527720800	BOSCH EMILY J	3918 BOBWHITE ST	CALDWELL, ID 83605	3918 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527720700	HANCOCK SAMUEL L	3914 BOBWHITE ST	CALDWELL, ID 83605	4910 ROSE GOLD AVE	CALDWELL ID 83605
ID	Canyon	R3527720600	INMAN JORDAN	3910 BOBWHITE ST	CALDWELL, ID 83605	61660 WOODDRIVER DR	BEND OR 97702
ID	Canyon	R3527720500	LOPEZ JOSHUA J	3906 BOBWHITE ST	CALDWELL, ID 83605	3906 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527720400	AH4R PROPERTIES TWO LLC	3824 BOBWHITE ST	CALDWELL, ID 83605	23975 PARK SORRENTO STE 300	CALABASAS CA 91302
ID	Canyon	R3527720300	GUERRERO JESSICA ELLEN	3820 BOBWHITE ST	CALDWELL, ID 83605	3820 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527720200	MARTINEZ SELERINA	3816 BOBWHITE ST	CALDWELL, ID 83605	3816 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527720100	BAYHI MARK G	3812 BOBWHITE ST	CALDWELL, ID 83605	3812 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527720000	TITUS DUNCAN ALEXANDER	3808 BOBWHITE ST	CALDWELL, ID 83605	3808 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527721900	KNIGHT CHRISTOPHER E	3811 BOBWHITE ST	CALDWELL, ID 83605	3811 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527721800	NEWBY JACOB	3807 BOBWHITE ST	CALDWELL, ID 83605	3807 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527722400	GONZALEZ ABRAHAM AGUILAR	3909 BOBWHITE ST	CALDWELL, ID 83605	3909 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527722300	AYALA JOAQUIN GUADARRAMA	3905 BOBWHITE ST	CALDWELL, ID 83605	15880 RIVERSIDE RD	CALDWELL ID 83607
ID	Canyon	R3527722200	ORTEGA KENIA	3823 BOBWHITE ST	CALDWELL, ID 83605	3823 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527722100	VALADEZ BLANCA	3819 BOBWHITE ST	CALDWELL, ID 83605	3819 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527722000	AGUILAR LIZ	3815 BOBWHITE ST	CALDWELL, ID 83605	3815 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527722500	PORTILLO MARIZA SAUCEDO	3908 NANTUCKET ST	CALDWELL, ID 83605	3908 NANTUCKET ST	CALDWELL ID 83605
ID	Canyon	R3527722600	CORTEZ CLAUDETTE A	3904 NANTUCKET ST	CALDWELL, ID 83605	3904 NANTUCKET ST	CALDWELL ID 83605
ID	Canyon	R3527722700	GOICOECHEA CLIFFORD	3822 NANTUCKET ST	CALDWELL, ID 83605	3822 NANTUCKET ST	CALDWELL ID 83605
ID	Canyon	R3527722800	MORRIS RYAN D	3818 NANTUCKET ST	CALDWELL, ID 83605	3818 NANTUCKET ST	CALDWELL ID 83605
ID	Canyon	R3527722900	MORRIS AUSTIN JOHN	3814 NANTUCKET ST	CALDWELL, ID 83605	3814 NANTUCKET ST	CALDWELL ID 83605
ID	Canyon	R3527723500	WHITE NATHANIEL JR	4011 BOBWHITE ST	CALDWELL, ID 83605	4011 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527723600	GARDNER JOSHUA DAVID	4007 BOBWHITE ST	CALDWELL, ID 83605	4007 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527723700	BANWELL VINCENT H	4003 BOBWHITE ST	CALDWELL, ID 83605	4003 BOBWHITE ST	CALDWELL ID 83605

ID	Canyon	R3527723800	CREAGER ELIZABETH	3925 BOBWHITE ST	CALDWELL, ID 83605	3925 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527723900	LA JOCIES ANN MARIE	3921 BOBWHITE ST	CALDWELL, ID 83605	3921 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527724400	WISE JAMES II	4010 NANTUCKET ST	CALDWELL, ID 83605	4010 NANTUCKET ST	CALDWELL ID 83605
ID	Canyon	R3527724300	LACY PAMELA	4006 NANTUCKET ST	CALDWELL, ID 83605	4006 NANTUCKET ST	CALDWELL ID 83605
ID	Canyon	R3527724200	BINGMAN MICHELLE	4002 NANTUCKET ST	CALDWELL, ID 83605	6933 S DONAWAY AVE	MERIDIAN ID 83642
ID	Canyon	R3527724100	GARCIA MICHAEL ANDREW	3924 NANTUCKET ST	CALDWELL, ID 83605	3924 NANTUCKET ST	CALDWELL ID 83605
ID	Canyon	R3527724000	FORESTA ANTHONY M	3920 NANTUCKET ST	CALDWELL, ID 83605	3920 NANTUCKET ST	CALDWELL ID 83605
ID	Canyon	R3527726100	PRITCHETT ALAN L	4012 BOBWHITE ST	CALDWELL, ID 83605	444 S MIDDLE CREEK DR	NAMPA ID 83686
ID	Canyon	R3527726000	REYES ALEXANDRA	4008 BOBWHITE ST	CALDWELL, ID 83605	4008 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527726200	RAINEY LESLIE	4016 BOBWHITE ST	CALDWELL, ID 83605	4016 BOBWHITE ST	CALDWELL ID 83605
ID	Canyon	R3527726300	STUEBNER MARK WILLIAM	108 CLIFF SWALLOW AVE	CALDWELL, ID 83605	108 CLIFF SWALLOW AVE	CALDWELL ID 83605
ID	Canyon	R3527726500	WOODHEAD GRANT A	116 CLIFF SWALLOW AVE	CALDWELL, ID 83605	116 CLIFF SWALLOW AVE	CALDWELL ID 83605
ID	Canyon	R3527726600	ROLAND DANNY C	120 CLIFF SWALLOW AVE	CALDWELL, ID 83605	120 CLIFF SWALLOW AVE	CALDWELL ID 83605
ID	Canyon	R3528100000	PILLAR SOLUTIONS INC	109 SMEED PKWY N	CALDWELL, ID 83605	2394 KEITHLEY CREEK RD	MIDVALE ID 83645
ID	Canyon	R3528101000	STEFFENHAGEN KEITH V	101 SMEED PKWY N	CALDWELL, ID 83607	101 SMEED PKWY N	CALDWELL ID 83605
ID	Canyon	R3526501000	GRAPEVINE 7 INC	615 SMEED PKWY	CALDWELL, ID 83605	10555 HORSESHOE BEND RD	BOISE ID 83714-9684
ID	Canyon	R3527611000	MCLELLAN NORTH RANCH LLC	3902 MULLER DR	CALDWELL, ID 83605	3 TWIN DOLPHIN DR STE 315	REDWOOD CITY CA 94065
ID	Canyon	R3527610900	NORTH RANCH LLC	606 HAYSTACK WAY	CALDWELL, ID 83605	1133 W SHEARWATER LN	EAGLE ID 83616
ID	Canyon	R3527611100	BVA NORTH RANCH RETAIL 1 LLC	620 SMEED PKWY	CALDWELL, ID 83605	1144 S SILVERSTONE WAY STE 500	MERIDIAN ID 83642
ID	Canyon	R3527610600	IDAHO CENTRAL CREDIT UNION	806 SADDLE AVE	CALDWELL, ID 83605	4400 CENTRAL WAY	CHUBBUCK ID 83202
ID	Canyon	R3527611500	BVA NORTH RANCH MOB 1 LLC	713 HAYSTACK WAY	CALDWELL, ID 83605	1144 S SILVERSTONE SUITE 500	MERIDIAN ID 83642
ID	Canyon	R3527610700	CORWIN BROTHERS PROPERTIES LLC	0 HAYSTACK WAY	CALDWELL, ID 83605	201 40TH ST S	FARGO ND 58103
ID	Canyon	R3527611300	KUM AND GO LC	808 SMEED PKWY	CALDWELL, ID 83605	1150 LOCUST ST STE 301	DES MOINES IA 50309
ID	Canyon	R3527611800	DBRE LLC	0 MULLER DR	CALDWELL, ID 83605	3303 E LINDEN ST	CALDWELL ID 83605
ID	Canyon	R3527700000	HFLP LC	3801 HWY 20 26	CALDWELL, ID	26 N STATE ST	SALT LAKE CITY UT 84103
ID	Canyon	R3527610500	DAJGAJID LLC	803 HAYSTACK WAY	CALDWELL, ID 83605	PO BOX 139	SWAN VALLEY ID 83449
ID	Canyon	R3527612100	BVA NORTH RANCH LLC	0 HAYSTACK WAY	CALDWELL, ID 83605	1144 S SILVERSTONE WAY SUITE 500	MERIDIAN ID 83642
ID	Canyon	R3527612200	BVCTR STORAGE NR LLC	4204 MULLER DR	CALDWELL, ID 83605	2194 SNAKE RIVER PKWY STE 300	IDAHO FALLS ID 83402
ID	Canyon	R3527726400	GATEWOOD GEOFFRY S	112 CLIFF SWALLOW AVE	CALDWELL, ID 83605	112 CLIFF SWALLOW AVE	CALDWELL ID 83605
ID	Canyon	R3527910000	TOPAZ RANCH WEST HOMEOWNERS ASSOC INC	0 HILDAGO WAY	CALDWELL, ID 83605	1520 E HERITAGE PARK ST STE 125	MERIDIAN ID 83646
ID	Canyon	R3526510600	CC LOT 2 LLC	0 SMEED PKWY	CALDWELL, ID 83607	3638 HOLL DR	EAGLE ID 83616
ID	Canyon	R3527612300	AT NORTH RANCH A LP	4321 MULLER DR	CALDWELL, ID 83605	12709 E MIRABEAU PKWY STE 10	SPOKANE VALLEY WA 99216
ID	Canyon	R3527900000	OPEN DOOR RENTALS LLC	0 MARBLE FRONT RD	CALDWELL, ID 83605	1977 E OVERLAND RD	MERIDIAN ID 83642-6649
ID	Canyon	R14895130D0	ICI PROPERTIES LLC	0 ENTERPRISE WAY	CALDWELL, ID 83605	615 CASTLEROCK LN	IDAHO FALLS ID 83404

DISCLAIMER: No list of parcel owners or owner addresses may be used as a mailing list except as allowed by Idaho Code 74-120 (<https://legislature.idaho.gov/statutesrules/idstat/title74/t74ch1/sect74-120/>).

March 14, 2025

Dear Neighbor,

This letter is to inform you of a Neighborhood Meeting occurring for a project near your property. The City of Caldwell's development code requires a meeting between the applicant and neighbors prior to the submittal of a development application. A Neighborhood Meeting is intended to allow residents, property owners, businesses, and organizations in the area surrounding a proposed development an early opportunity to learn about the project details and to provide feedback to the applicant before significant resources have been expended on project design and engineering. This is not a public hearing, and public officials will not be present.

When

March 31st, 2025, at 6pm

Where

The Caldwell Public Library– 1010 Dearborn St, Caldwell, ID 83605 – Community Room

Who

If you have questions about the meeting or proposed development project, please contact the representative of the proposed development.

Nicolette Womack – Kimley-Horn

1100 W Idaho St, Suite 210, Boise, ID, 83702

208-207-8477 Nicolette.womack@kimley-horn.com (preferred contact method)

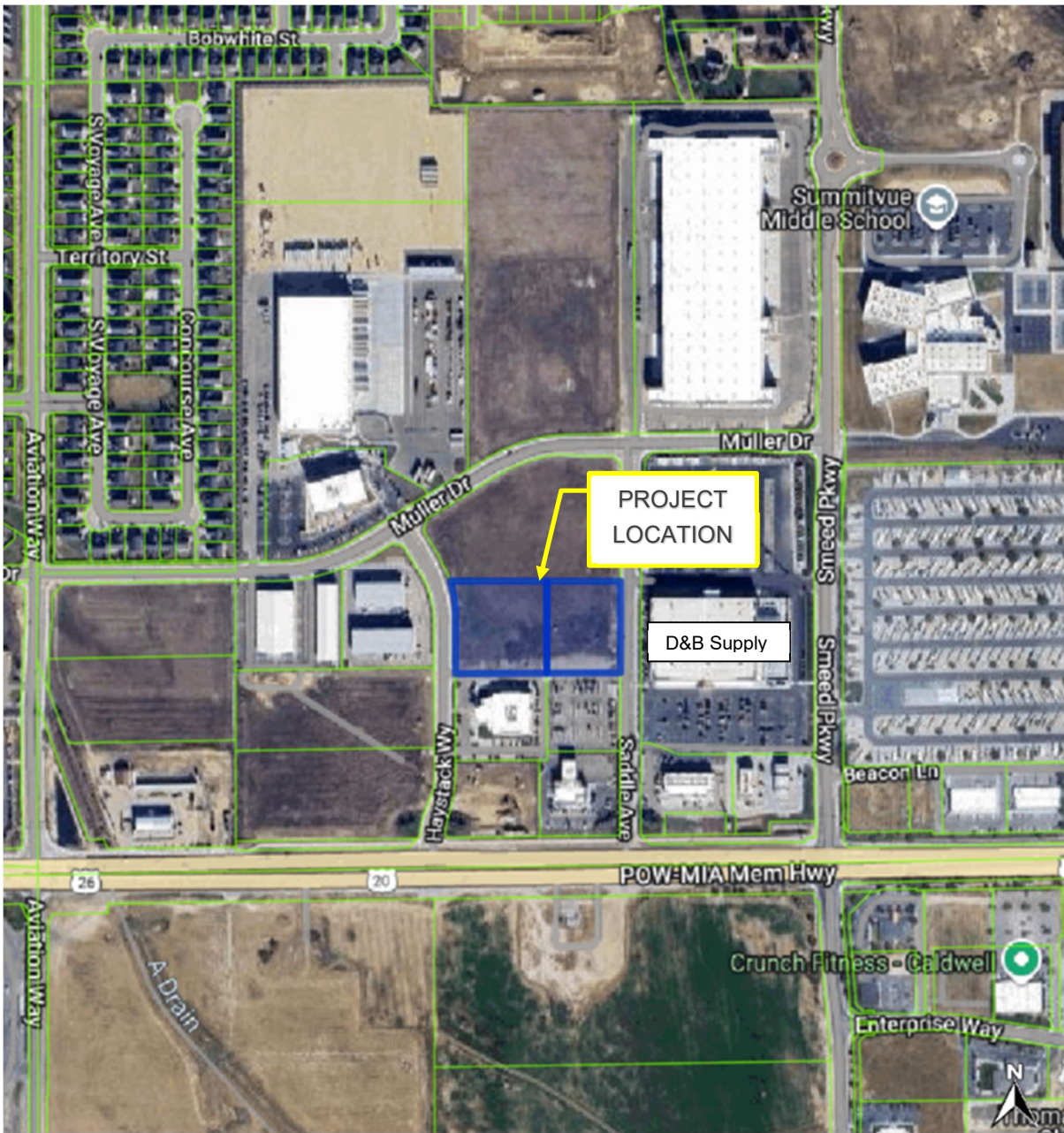
Project Description

The project is located west of the existing D&B Supply, between Haystack Way and Saddle Pkwy (Parcels R3527612100 & R3527612000). **A Development Agreement Modification and Rezone application will be submitted to the city to allow multi-family apartment development.** A vicinity map is also included with this invitation.

Please note: To track attendance and certify that a meeting was held, a sign-in sheet will be present at this meeting. The applicant will submit this sign-in sheet with their application, which will be used to notify attendees when the application is submitted.

To learn more about the planning process, please visit:

<https://www.cityofcaldwell.org/files/assets/city/v/1/planning-amp-zoning/documents/land-use-application-submittal-process-packet.pdf> where you can review information about neighborhood meetings and the planning review process. To view public hearing cases and updates go to: <https://www.cityofcaldwell.org/Departments/Community-Development/Public-Hearing-Cases-Updates>.



SIGN-IN ATTENDANCE FORM
Haystack Way Neighborhood Meeting

Development Agreement Modification & Rezone Applications

March 31st, 2025

6:00 PM

Name	Phone Number	Email Address	Neighboring Address
1. Dale King	360.383.8920	Dale@Faberconstruction.com	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.	Certification:		
19.	Nicolette Womack		
20.			
21.			
22.			
23.			
24.			
25.			

EXHIBIT A
Legal Description of Property

PARCEL I

THE EAST ONE HALF OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

PARCEL II

THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

EXCEPTING FROM PARCEL II A STRIP OF LAND SIX RODS OFF THE NORTH END THEREOF.

ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND PARCEL II THE SOUTHERLY 50 FEET MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FEET WIDE ON THE NORTH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE OF HIGHWAY AS SURVEYED AND SHOWN ON THE PLAT OF THE FRANKLIN LANE FAP 241 B (2) HIGHWAY SURVEY ON FILE IN THE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF IDAHO, AND LYING OVER AND ACROSS THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN.

BEGINNING AT STATION 39+83 OF THE SAID HIGHWAY SURVEY, WHICH STATION IS A POINT ON TANGENT APPROXIMATELY 665 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN; THENCE RUNNING

NORTH 89°19' EAST 1992.0 FEET TO STATION 59+75.0 OF SAID SURVEY, WHICH STATION IS AN ANGLE POINT IDENTICAL WITH THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO.

ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND PARCEL II A STRIP OF LAND 33 FEET OF THE ENTIRE SOUTH SIDE OF THE EAST ONE HALF OF THE WEST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN AND A STRIP OF LAND 33 FEET WIDE OFF THE ENTIRE SOUTH SIDE OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND II A STRIP OF LAND BEING THE NORTHERLY 20 FEET OF THE SOUTHERLY 70 FEET CONVEYED TO CITY OF CALDWELL IN WARRANTY DEED RECORDED DECEMBER 7, 2011, AS INSTRUMENT NO. 2011048441, CANYON COUNTY RECORDS.

ALSO LESS AND EXCEPTING FROM PARCEL II THE PORTION DEEDED TO CITY OF CALDWELL IN QUITCLAIM DEED RECORDED NOVEMBER 20, 2012, AS INSTRUMENT NO. 2012052124, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE

NORTH 00°27'26" EAST A DISTANCE OF 70.00 ALONG THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20/26 AS DESCRIBED IN INSTRUMENT NO. 2008020410 RECORDED IN CANYON COUNTY, IDAHO ON APRIL 15, 2008 SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE

SOUTH 89°36'26" WEST A DISTANCE OF 85.00 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20/26; THENCE

NORTH 00°27'26" EAST A DISTANCE OF 10.00 FEET ALONG A LINE PARALLEL WITH SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE

NORTH 75°10'31" EAST A DISTANCE OF 48.99 FEET; THENCE

NORTH 12°12'45" EAST A DISTANCE OF 185.21 FEET TO A POINT ON SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE

SOUTH 00°27'26" WEST A DISTANCE OF 202.98 FEET, ALONG SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING.



PROPERTY OWNER ACKNOWLEDGEMENT

COMMUNITY DEVELOPMENT - PLANNING & ZONING - 205 S 6TH AVE, CALDWELL ID

I, BUA North Ranch, LLC, the recorded owner for real property addressed as 713 HAYSTACK WAY (ADJACENT PARCEL TO NORTH), Suite # , City Caldwell State ID Zip 83605, am aware of, in agreement with, and give my permission to KIMLEY - HORN, to submit the accompanying application(s) pertaining to this 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 27 day of May, 20 25

(Signature)

Fari Campos, Registered agent

CERTIFICATE OF VERIFICATION

STATE OF IDAHO)
) ss.
Bonneville County)

I, Mikyla Heaps, a Notary Public, do hereby certify that on this 27 day of May, in the year, 2025, personally appeared before me Fari Campos, 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 he/she/they signed the foregoing document, and that the statements therein contained are true.

Mikyla Heaps
NOTARY PUBLIC FOR IDAHO

Residing at Bonneville County

My Commission Expires 02-17-2027

MIKYLA HEAPS
Notary Public - State of Idaho
Commission Number 20210650
My Commission Expires 02-17-2027

EXHIBIT A
Legal Description of Property

PARCEL I

THE EAST ONE HALF OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

PARCEL II

THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

EXCEPTING FROM PARCEL II A STRIP OF LAND SIX RODS OFF THE NORTH END THEREOF.

ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND PARCEL II THE SOUTHERLY 50 FEET MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FEET WIDE ON THE NORTH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE OF HIGHWAY AS SURVEYED AND SHOWN ON THE PLAT OF THE FRANKLIN LANE FAP 241 B (2) HIGHWAY SURVEY ON FILE IN THE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF IDAHO, AND LYING OVER AND ACROSS THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN.

BEGINNING AT STATION 39+83 OF THE SAID HIGHWAY SURVEY, WHICH STATION IS A POINT ON TANGENT APPROXIMATELY 665 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN; THENCE RUNNING

NORTH 89°19' EAST 1992.0 FEET TO STATION 59+75.0 OF SAID SURVEY, WHICH STATION IS AN ANGLE POINT IDENTICAL WITH THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO.

ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND PARCEL II A STRIP OF LAND 33 FEET OF THE ENTIRE SOUTH SIDE OF THE EAST ONE HALF OF THE WEST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN AND A STRIP OF LAND 33 FEET WIDE OFF THE ENTIRE SOUTH SIDE OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND II A STRIP OF LAND BEING THE NORTHERLY 20 FEET OF THE SOUTHERLY 70 FEET CONVEYED TO CITY OF CALDWELL IN WARRANTY DEED RECORDED DECEMBER 7, 2011, AS INSTRUMENT NO. 2011048441, CANYON COUNTY RECORDS.

ALSO LESS AND EXCEPTING FROM PARCEL II THE PORTION DEEDED TO CITY OF CALDWELL IN QUITCLAIM DEED RECORDED NOVEMBER 20, 2012, AS INSTRUMENT NO. 2012052124, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE

NORTH 00°27'26" EAST A DISTANCE OF 70.00 ALONG THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20/26 AS DESCRIBED IN INSTRUMENT NO. 2008020410 RECORDED IN CANYON COUNTY, IDAHO ON APRIL 15, 2008 SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE

SOUTH 89°36'26" WEST A DISTANCE OF 85.00 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20/26; THENCE

NORTH 00°27'26" EAST A DISTANCE OF 10.00 FEET ALONG A LINE PARALLEL WITH SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE

NORTH 75°10'31" EAST A DISTANCE OF 48.99 FEET; THENCE

NORTH 12°12'45" EAST A DISTANCE OF 185.21 FEET TO A POINT ON SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE

SOUTH 00°27'26" WEST A DISTANCE OF 202.98 FEET, ALONG SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING.

2022-014547
RECORDED
03/17/2022 03:45 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=11 JWINSLOW \$15.00
TYPE: DEED
CLARK WARDLE LLP
ELECTRONICALLY RECORDED

2021-062972
RECORDED
09/08/2021 03:11 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=8 MKEYES \$15.00
TYPE: DEED
CLARK WARDLE LLP
ELECTRONICALLY RECORDED

After Recording
Return to:

Clark Wardle LLP
T. Hethe Clark
PO Box 639
Boise, ID 83701

***RE-RECORD TO CORRECT LEGAL DESCRIPTION **

FOR RECORDING INFORMATION

QUITCLAIM DEED

FOR VALUE RECEIVED, IDAHO CENTRAL CREDIT UNION, an Idaho chartered credit union ("Grantor"), does hereby CONVEY, RELEASE, REMISE and FOREVER QUITCLAIM unto BVA NORTH RANCH, LLC, an Idaho limited liability company ("Grantee"), whose current mailing address is 2194 Snake River Parkway, Suite 300, Idaho Falls, Idaho 83402, any and all right, title and interest that the Grantor now has or ever had in and to the following described real property located in Canyon County, State of Idaho, more particularly described on **Exhibit A**, attached hereto and made a part hereof, together with all appurtenances thereto.

DATED this 3 day of September 2021.

GRANTOR:

IDAHO CENTRAL CREDIT UNION,
an Idaho chartered credit union

By: Kent Oram
Kent Oram, CEO

STATE OF IDAHO)
) ss.
County of Bannock)

This document was acknowledged before me on September 3, 2021 (date) by Kent Oram, as CEO of Idaho Central Credit Union.

Angelia M. Palmer
Notary Public for Bannock County
Residing at Pocatello ID
My commission expires 5/4/2027
Angelia M. Palmer
Notary Public
State of Idaho
Commission No. 14276

After Recording
Return to:

Clark Wardle LLP
T. Hethe Clark
PO Box 639
Boise, ID 83701

FOR RECORDING INFORMATION

QUITCLAIM DEED

FOR VALUE RECEIVED, IDAHO CENTRAL CREDIT UNION, an Idaho chartered credit union ("Grantor"), does hereby CONVEY, RELEASE, REMISE and FOREVER QUITCLAIM unto BVA NORTH RANCH, LLC, an Idaho limited liability company ("Grantee"), whose current mailing address is 2194 Snake River Parkway, Suite 300, Idaho Falls, Idaho 83402, any and all right, title and interest that the Grantor now has or ever had in and to the following described real property located in Canyon County, State of Idaho, more particularly described on **Exhibit A**, attached hereto and made a part hereof, together with all appurtenances thereto.

DATED this 3 day of September 2021.

GRANTOR:

IDAHO CENTRAL CREDIT UNION,
an Idaho chartered credit union

By: Kent Oram
Kent Oram, CEO

STATE OF IDAHO)
) ss.
County of Bannock)

This document was acknowledged before me on September 3, 2021 (date) by Kent Oram, as CEO of Idaho Central Credit Union.

Angelia M. Palmer
Notary Public for Bannock County
Residing at Pocatello ID
My commission expires 5/4/2027
Angelia M. Palmer
Notary Public
State of Idaho
Commission No. 14276



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IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 8028 • Boise, ID 83707-2028

(208) 334-8300 • itd.idaho.gov



PROJECT: US 20/26 I 84 TO MIDDLETON RD, CANYON CO

PROJECT #: A022 (165)

KEY #: 22165

DATE: FEBRUARY 3, 2022

PARCEL #: P9

PARCEL ID #: 51269

PARCEL 9(B) DESCRIPTION (FEE-ACQUISITION)

A PARCEL OF LAND SITUATE IN THE SW 1/4, OF SECTION 24, T.4N, R.3W, BOISE MERIDIAN, CANYON COUNTY, IDAHO, 2020, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/4 CORNER OF SECTION 24, A 5/8 INCH REBAR, INSTRUMENT #2016-013841;

- A. THENCE S 89°49'35" W, 2657.637 FEET, ALONG THE SOUTH LINE OF SECTION 24, TO THE SW CORNER OF SAID SECTION 24, A BRASS CAP, INSTRUMENT #2010052584;
- B. THENCE N 85°39'54" E, 1378.098 FEET, ON A RANDOM LINE, TO THE NORTH R-O-W LINE OF US 20/26, PROJECT #A022(165), STATION 150+45.39, 100.00 FEET LEFT, THE **POINT OF BEGINNING**;
1. THENCE N 89°49'35" E, 576.409 FEET, ALONG THE NORTH R-O-W LINE OF SAID US 20/26, PROJECT #A022(165), STATION 156+21.80, 100.00 FEET LEFT;
2. THENCE S 44°49'31" W, 42.425 FEET;
3. THENCE S 89°49'35" W, 516.421 FEET;
4. THENCE N 45°09'48" W, 42.419 FEET, TO THE NORTH R-O-W LINE OF US 20/26, PROJECT #A022(165), STATION 150+64.12, 100.00 FEET LEFT, THE **POINT OF BEGINNING**.

THE ABOVE-DESCRIBED PARCEL CONTAINS ±0.3763 ACRES (±16392.403 SQ. FT.)

NOTES:

PROJECT #A022(165); STATION REFERENCE 150+45.39 TO 156+21.80 ON THE LEFT SIDE. THE BEARINGS SHOWN ARE GRID BEARINGS FROM THE IDAHO STATE COORDINATE SYSTEM, WEST ZONE, NAD 1983/92. DISTANCES SHOWN ARE GROUND DISTANCES IN FEET.

COMBINATION FACTOR = 1.00011956

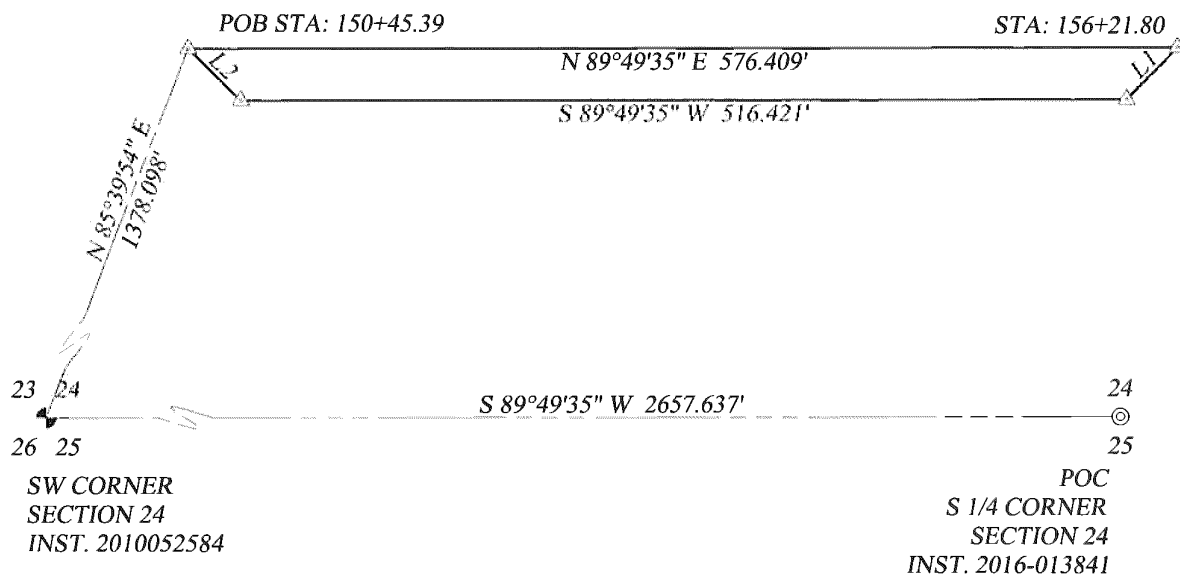
PARCEL 9, PAGE 1 OF 1

T. 4N., R.3W., B.M. SEC 24



1"=100'

LINE	BEARING	DISTANCE
L1	S 44°49'31" W	42.425'
L2	N 45°09'48" W	42.419'



BOUNDARY LINE
SECTIONAL LINE
RANDOM/TIE LINE
FOUND BRASS CAP MONUMENT
FOUND 5/8 INCH REBAR
CALCULATED POINT
RIGHT-OF-WAY MONUMENT

US-26/26
I 84 TO MIDDLETON RD.
CANYON CO.
KEY NO.22165
PROJECT NO. AO22(165)

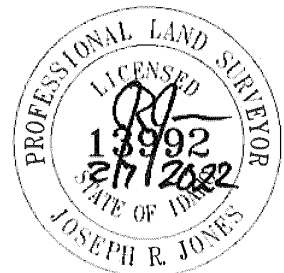
EXHIBIT

PARCEL: P9B
PARCEL ID: 51269
FEE ACQUISITION

CANYON
COUNTY

IDAHO
TRANSPORTATION
DEPARTMENT

RECORD FOR STATE OF IDAHO FEE EXEMPT - I.C. 67-2301





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IDAHO TRANSPORTATION DEPARTMENT
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(208) 334-8300 • itd.idaho.gov

PROJECT: US 20/26 I 84 TO MIDDLETON RD, CANYON CO
PROJECT #: A022 (165)
KEY #: 22165
DATE: NOVEMBER 24, 2020
PARCEL #: P9 (A,B,C)
PARCEL ID #: 51269



PARCEL 9 (A,B,C) DESCRIPTION

PARCEL 9 (A)

A PARCEL OF LAND SITUATE IN THE SW 1/4, OF SECTION 24, T.4N, R.3W, BOISE MERIDIAN, CANYON COUNTY, IDAHO, 2020, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/4 CORNER OF SECTION 24, A 5/8 INCH REBAR, INSTRUMENT #2016-013841;

- A. THENCE S 89°49'35" W, 2657.637 FEET, ALONG THE SOUTH LINE OF SECTION 24, TO THE SW CORNER OF SAID SECTION 24, A BRASS CAP, INSTRUMENT #2010052584;
- B. THENCE N 82°58'16" E, 670.242 FEET, ON A RANDOM LINE, TO THE NORTH R-O-W LINE OF US 20/26, PROJECT #A022(165), AN ITD MONUMENT, STATION 143+36.37, 80.00 FEET LEFT, THE **POINT OF BEGINNING**;
1. THENCE N 00°26'54" E, 20.000 FEET, ALONG THE NORTH R-O-W LINE OF SAID US 20/26, PROJECT #A022(165), AN ITD MONUMENT, STATION 143+36.59, 100.00 FEET LEFT;
2. THENCE N 89°49'35" E, 617.648 FEET, ALONG THE NORTH R-O-W LINE OF SAID US 20/26, PROJECT #A022(165), STATION 149+54.24, 100.00 FEET LEFT;
3. THENCE S 45°21'29" W, 42.824 FEET;
4. THENCE S 89°49'35" W, 587.464 FEET;
5. THENCE N 00°44'42" E, 9.992 FEET, TO THE NORTH R-O-W LINE OF SAID US 20/26, PROJECT #A022(165), AN ITD MONUMENT, STATION 143+36.37, 80.00 FEET LEFT, THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS ± 0.415 ACRES (18073.178 SQ. FT.)

PARCEL 9 (A,B,C), PAGE 1 OF 4



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PROJECT: US 20/26 I 84 TO MIDDLETON RD, CANYON CO
PROJECT #: A022(165)
KEY #: 22165
DATE: NOVEMBER 24, 2020
PARCEL #: P9 (A,B,C)
PARCEL ID #: 51269



PARCEL 9 (A,B,C) DESCRIPTION

NOTES:

PROJECT #A022(165); STATION REFERENCE 143+36.37 TO 149+54.24 ON THE LEFT SIDE. THE BEARINGS SHOWN ARE GRID BEARINGS FROM THE IDAHO STATE COORDINATE SYSTEM, WEST ZONE, NAD 1983/92. DISTANCES SHOWN ARE GROUND DISTANCES IN FEET.

COMBINATION FACTOR = 1.00011956

ALSO INCLUDING: PARCEL 9 (B)

A PARCEL OF LAND SITUATE IN THE SW 1/4, OF SECTION 24, T4.N, R.3W, BOISE MERIDIAN, CANYON COUNTY, IDAHO, 2020, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/4 CORNER OF SECTION 24, A 5/8 INCH REBAR, INSTRUMENT #2016-013841;

- A. THENCE S 89°49'35" W, 2657.637 FEET, ALONG THE SOUTH LINE OF SECTION 24, TO THE SW CORNER OF SAID SECTION 24, A BRASS CAP, INSTRUMENT #2010052584;
- B. THENCE N 85°43'15" E, 1396.780 FEET, ON A RANDOM LINE, TO THE NORTH R-O-W LINE OF US 20/26, PROJECT #A022(165), STATION 150+64.12, 100.00 FEET LEFT, THE **POINT OF BEGINNING**;
1. THENCE N 89°49'35" E, 541.911 FEET, ALONG THE NORTH R-O-W LINE OF SAID US 20/26, PROJECT #A022(165), STATION 156+06.03, 100.00 FEET LEFT;
2. THENCE S 45°13'51" W, 42.729 FEET;
3. THENCE S 89°49'35" W, 481.699 FEET;
4. THENCE N 44°58'05" W, 42.275 FEET, TO THE NORTH R-O-W LINE OF US 20/26, PROJECT #A022(165), STATION 150+64.12, 100.00 FEET LEFT, THE **POINT OF BEGINNING**.

PARCEL 9 (A,B,C), PAGE 2 OF 4



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IDAHO TRANSPORTATION DEPARTMENT

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PROJECT: US 20/26 I 84 TO MIDDLETON RD, CANYON CO
PROJECT #: A022 (165)
KEY #: 22165
DATE: NOVEMBER 24, 2020
PARCEL #: P9 (A,B,C)
PARCEL ID #: 51269



PARCEL 9 (A,B,C) DESCRIPTION

THE ABOVE DESCRIBED PARCEL CONTAINS ± 0.352 ACRES (15354.158 SQ. FT.)

NOTES:

PROJECT #A022(165): STATION REFERENCE 150+64.12 TO 156+06.03 ON THE LEFT SIDE. THE BEARINGS SHOWN ARE GRID BEARINGS FROM THE IDAHO STATE COORDINATE SYSTEM, WEST ZONE, NAD 1983/92. DISTANCES SHOWN ARE GROUND DISTANCES IN FEET.

COMBINATION FACTOR = 1.00011956

ALSO INCLUDING: **PARCEL 9 (C)**

A PARCEL OF LAND SITUATE IN THE SW 1/4, OF SECTION 24, T.4N, R.3W, BOISE MERIDIAN, CANYON COUNTY, IDAHO, 2020, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/4 CORNER OF SECTION 24, A 5/8 INCH REBAR, INSTRUMENT #2016-013841;

- A. THENCE S $89^{\circ}49'35''$ W, 2657.637 FEET, ALONG THE SOUTH LINE OF SECTION 24, TO THE SW CORNER OF SAID SECTION 24, A BRASS CAP, INSTRUMENT #2010052584;
- B. THENCE N $87^{\circ}02'32''$ E, 2058.682 FEET, ON A RANDOM LINE, TO THE NORTH R-O-W LINE OF US 20/26, PROJECT #A022(165), STATION 157+27.17, 100.00 FEET LEFT, THE **POINT OF BEGINNING**;
1. THENCE N $89^{\circ}49'35''$ E, 397.827 FEET, ALONG THE NORTH R-O-W LINE OF SAID US 20/26, PROJECT #A022(165), AN ITD MONUMENT, STATION 161+25.00, 100.00 FEET LEFT;

PARCEL 9 (A,B,C), PAGE 3 OF 4



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PROJECT: US 20/26 I 84 TO MIDDLETON RD, CANYON CO
PROJECT #: A022(165)
KEY #: 22165
DATE: NOVEMBER 24, 2020
PARCEL #: P9 (A,B,C)
PARCEL ID #: 51269



PARCEL 9 (A,B,C) DESCRIPTION

2. THENCE N 00°10'35" W, 40.000 FEET, ALONG THE NORTH R-O-W LINE OF SAID US 20/26, PROJECT #A022(165), AN ITD MONUMENT, STATION 161+25.00, 140.00 FEET LEFT;
3. THENCE N 89°49'35" E, 115.304 FEET, ALONG THE NORTH R-O-W LINE OF SAID US 20/26, PROJECT #A022(165), STATION 162+80.30, 140.00 FEET LEFT;
4. THENCE S 00°27'13" W, 50.930 FEET;
5. THENCE S 75°23'50" W, 36.417 FEET;
6. THENCE S 00°40'45" W, 10.000 FEET;
7. THENCE S 89°49'35" W, 487.472 FEET;
8. THENCE N 44°52'13" W, 42.204 FEET, TO THE NORTH R-O-W LINE OF US 20/26, PROJECT #A022(165), STATION 157+27.17, 100.00 FEET LEFT, THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS ± 0.501 ACRES (21,822.582 SQ. FT.)

NOTES:

PROJECT #A022(165): STATION REFERENCE 157+27.17 TO 162+80.30 ON THE LEFT SIDE. THE BEARINGS SHOWN ARE GRID BEARINGS FROM THE IDAHO STATE COORDINATE SYSTEM, WEST ZONE, NAD 1983/92. DISTANCES SHOWN ARE GROUND DISTANCES IN FEET.

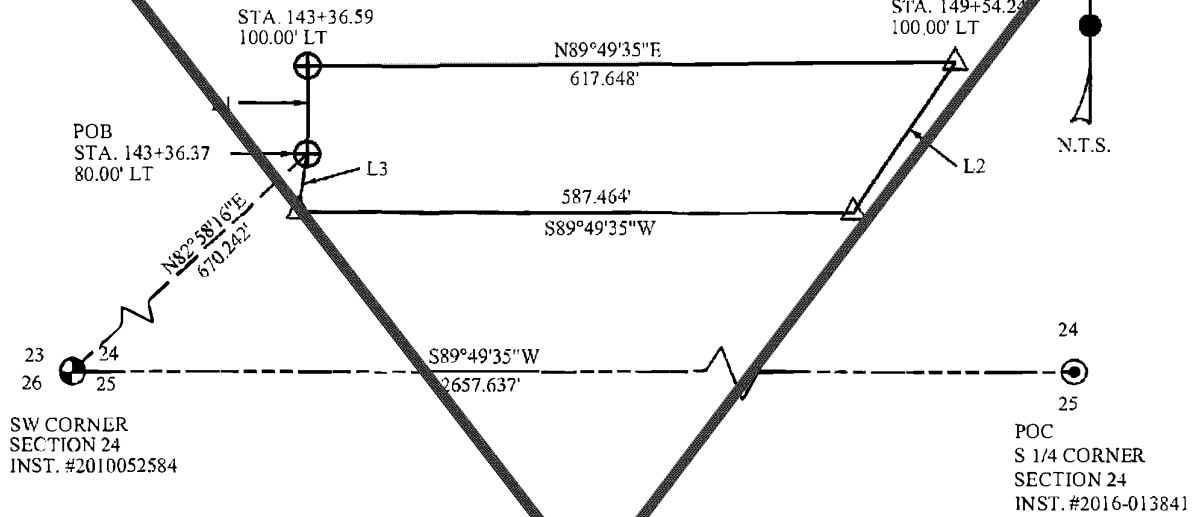
COMBINATION FACTOR = 1.00011956

SEE ATTACHED EXHIBITS: "A", "B", "C"

PARCEL 9 (A,B,C), PAGE 4 OF 4

T. 4N., R. 3W., B.M. SEC 24

BVA NORTH RANCH, LLC



LEGEND

- FOUND 5/8 INCH REBAR
- R-O-W MONUMENT
- FOUND BRASS/ALUMINUM CAP
- CALCULATED POINT
- RANDOM/TIE LINE
- BOUNDARY LINE
- SECTION LINE

LINE TABLE

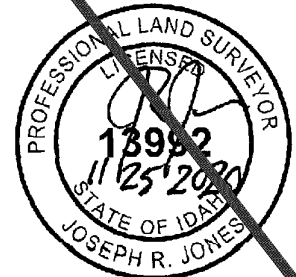
LINE	LENGTH	BEARING
L1	20.000'	N00°26'54\"E
L2	42.324'	S45°21'29\"W
L3	9.992'	N00°44'42\"E

US-20/26
184 TO MIDDLETON RD.
CANYON CO.
KEY NO. 22165
PROJECT NO. A022(165)

EXHIBIT "A"
PARCEL 9(A)
PARCEL ID 51269
FEE ACQUISITION
CANYON
COUNTY

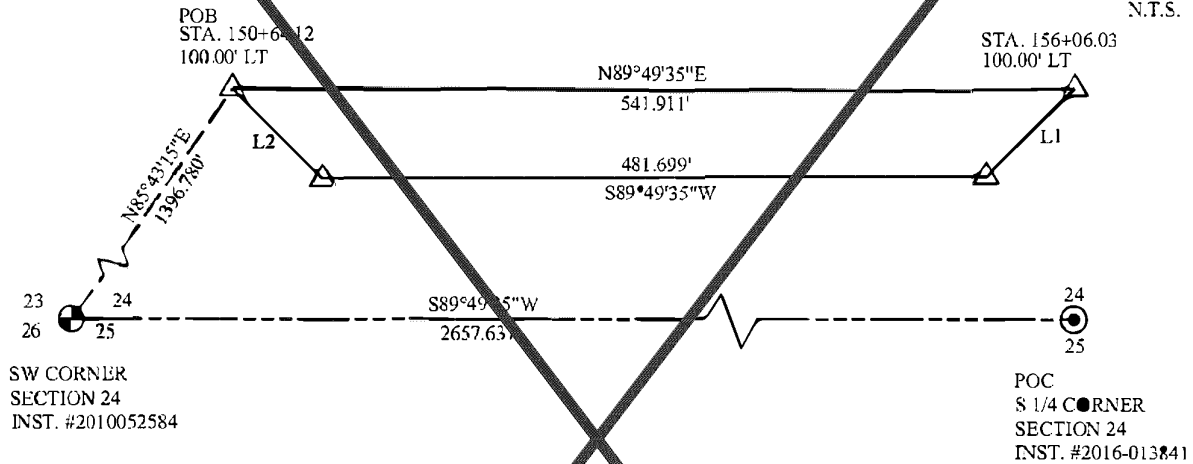
IDAHO
TRANSPORTATION
DEPARTMENT

RECORD FOR STATE OF IDAHO FEE EXEMPT - I.C. 67-2301



T. 4N., R. 3W., B.M. SEC 24

BVA NORTH RANCH, LLC



LEGEND

- FOUND 5/8 INCH REBAR
- FOUND BRASS/ALUMINUM CAP
- CALCULATED POINT
- RANDOM/TIE LINE
- BOUNDARY LINE
- SECTION LINE

LINE TABLE

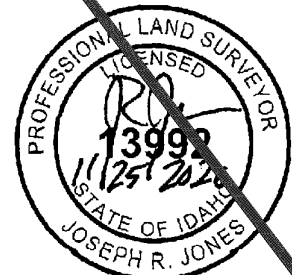
LINE	LENGTH	BEARING
L1	42.729'	S45°13'51\"W
L2	42.75'	N44°58'05\"W

US-20/26
184 TO MIDDLETON RD.
CANYON CO.
KEY NO. 22165
PROJECT NO. A022(165)

EXHIBIT "B"
PARCEL 9(B)
PARCEL ID 51269
FEE ACQUISITION
CANYON
COUNTY

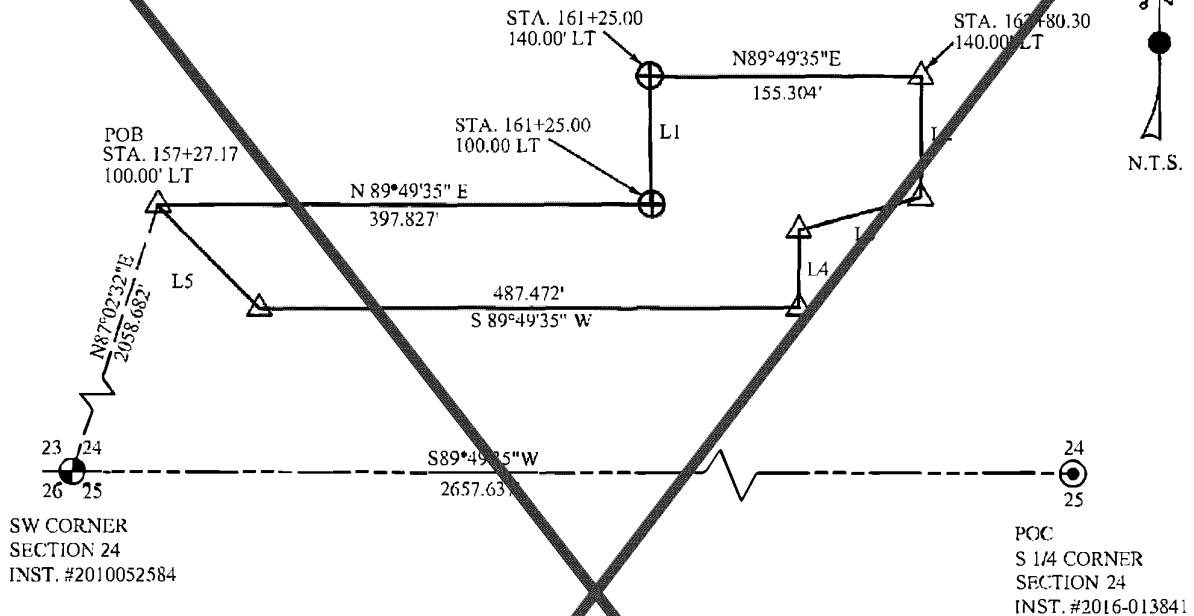
IDAHO
TRANSPORTATION
DEPARTMENT

RECORD FOR STATE OF IDAHO FEE EXEMPT - I.C. 67-2301



T. 4N., R. 3W., B.M. SEC 24

BVA NORTH RANCH, LLC



LEGEND

- FOUND 5/8 INCH REBAR
- R-O-W MONUMENT
- FOUND BRASS/ALUMINUM CAP
- CALCULATED POINT
- RANDOM/TIE LINE
- BOUNDARY LINE
- SECTION LINE

LINE TABLE

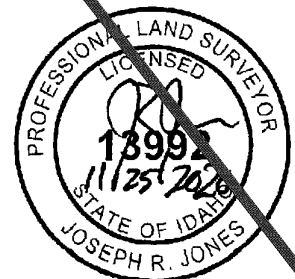
LINE	LENGTH	BEARING
L1	40.000'	N00°10'25\"W
L2	10.930'	S00°27'13\"W
L3	36.447'	S75°23'50\"W
L4	10.000'	S00°40'45\"W
L5	42.204'	N44°52'13\"W

US-20/26
184 TO MIDDLETON RD.
CANYON CO.
KEY NO. 22165
PROJECT NO. A022(165)

EXHIBIT "C"
PARCELS 9(C)
PARCEL ID 51269
FEE ACQUISITION
CANYON
COUNTY

IDAHO
TRANSPORTATION
DEPARTMENT

RECORD FOR STATE OF IDAHO FEE EXEMPT - I.C. 67-2301



AFTER RECORDING, RETURN TO:

Geoffrey M. Wardle
CLARK WARDLE LLP
251 E. FRONT STREET, SUITE 310
Boise, Idaho 83702

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

2020-018527

RECORDED

04/07/2020 10:46 AM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=6 SDUPUIS

\$15.00

TYPE: DEED

FIRST AMERICAN TITLE AND ESCROW

ELECTRONICALLY RECORDED

FOR RECORDING INFORMATION

3212805 TP

WARRANTY DEED

FOR VALUE RECEIVED, ST. LUKE'S REGIONAL MEDICAL CENTER, LTD. an Idaho nonprofit corporation, ("Grantor"), does hereby grant, bargain, sell and convey unto BVA NORTH RANCH, LLC, an Idaho limited liability company, ("Grantee"), whose address is 901 Pier View Drive, Suite 201, Idaho Falls, Idaho 83402, the following described real property located in Canyon County, Idaho, together with all rights, titles, and interests appurtenant thereto (collectively, the "**Property**"):

Legal Description attached hereto as **Exhibit A** and incorporated herein by reference.

This Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in **Exhibit B** hereto, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD said Property, with its appurtenances unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, subject to the Permitted Exceptions.

[signatures to follow]

WARRANTY DEED – 1

C:\Users\schwisk\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\C0INR4P6\Warranty Deed v.5 (3-31-2020).docx

Dated April 1st, 20 20.

GRANTOR:

ST. LUKE'S REGIONAL MEDICAL
CENTER, LTD., an Idaho nonprofit
corporation

By: ST. LUKE'S HEALTH SYSTEM,
LTD., an Idaho nonprofit corporation

Its: Sole Member

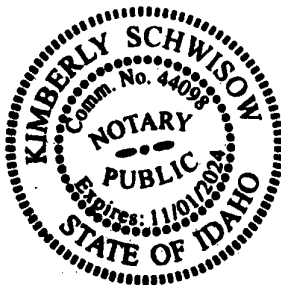
By: Jeff S. Taylor
Jeff S. Taylor

Its: Senior Vice President and Chief
Financial Officer

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of April, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff S. Taylor, known or identified to me to be the Senior Vice President and Chief Financial Officer of St. Luke's Health System, Ltd., an Idaho nonprofit corporation, the Sole Member of St. Luke's Regional Medical Center, Ltd., the Idaho nonprofit corporation that executed the within instrument or the person who executed the instrument on behalf of said nonprofit corporation, and acknowledged to me that such nonprofit corporation executed the same.

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



[Signature]
Notary Public for State of Idaho
Residing at: Nampa, ID
My commission expires: 11/1/2024

WARRANTY DEED – 2

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(3-31-2020).docx

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL I

THE EAST ONE HALF OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

PARCEL II

THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

EXCEPTING FROM PARCEL II A STRIP OF LAND SIX RODS OFF THE NORTH END THEREOF.

ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND PARCEL II THE SOUTHERLY 50 FEET MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FEET WIDE ON THE NORTH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE OF HIGHWAY AS SURVEYED AND SHOWN ON THE PLAT OF THE FRANKLIN LANE FAP 241 B (2) HIGHWAY SURVEY ON FILE IN THE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF IDAHO, AND LYING OVER AND ACROSS THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN.

BEGINNING AT STATION 39+83 OF THE SAID HIGHWAY SURVEY, WHICH STATION IS A POINT ON TANGENT APPROXIMATELY 665 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN; THENCE RUNNING

NORTH 89°19' EAST 1992.0 FEET TO STATION 59+75.0 OF SAID SURVEY, WHICH STATION IS AN ANGLE POINT IDENTICAL WITH THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO.

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ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND II A STRIP OF LAND BEING THE NORTHERLY 20 FEET OF THE SOUTHERLY 70 FEET CONVEYED TO CITY OF CALDWELL IN WARRANTY DEED RECORDED DECEMBER 7, 2011, AS INSTRUMENT NO. 2011048441, CANYON COUNTY RECORDS.

ALSO LESS AND EXCEPTING FROM PARCEL II THE PORTION DEEDED TO CITY OF CALDWELL IN QUITCLAIM DEED RECORDED NOVEMBER 20, 2012, AS INSTRUMENT NO. 2012052124, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE

NORTH $00^{\circ}27'26''$ EAST A DISTANCE OF 70.00 ALONG THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20/26 AS DESCRIBED IN INSTRUMENT NO. 2008020410 RECORDED IN CANYON COUNTY, IDAHO ON APRIL 15, 2008 SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE

SOUTH $89^{\circ}36'26''$ WEST A DISTANCE OF 85.00 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20/26; THENCE

NORTH $00^{\circ}27'26''$ EAST A DISTANCE OF 10.00 FEET ALONG A LINE PARALLEL WITH SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE

NORTH $75^{\circ}10'31''$ EAST A DISTANCE OF 48.99 FEET; THENCE

NORTH $12^{\circ}12'45''$ EAST A DISTANCE OF 185.21 FEET TO A POINT ON SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE

SOUTH $00^{\circ}27'26''$ WEST A DISTANCE OF 202.98 FEET, ALONG SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING.

EXHIBIT B
PERMITTED EXCEPTIONS

1. General and Special Taxes for the year 2020, an accruing lien not due or payable until the fourth Monday in November 2020 when the bills are issued, the first half of which is not delinquent until after December 20, 2020.
2. General taxes which may be assessed and extended on any "subsequent" or "occupancy" tax roll, which may escape assessment of the regular tax roll; which are a lien not yet due or payable.
3. Any tax, fee, assessments or charges as may be levied by City of Caldwell.
4. Any tax, fee, assessments or charges as may be levied by Pioneer Irrigation District.
5. Right of way Smeed Parkway.
6. Reservations in recorded United States Patent, recorded May 26, 1896 in Book 1 of Patents at Page 232, Records of Canyon, County, Idaho.
7. Reservations in recorded United States Patent, recorded May 18, 1905 in Book 3 of Patents at Page 184, Records of Canyon County, Idaho.
8. Negative easements, conditions, restrictions, and access rights contained in the deed to the State of Idaho, Recorded March 28, 1946 as Instrument No. 308728, Records of Canyon County, Idaho.
9. Crossing Agreement and the terms and conditions thereof:
Between: Pioneer Irrigation District
And: Qwest Corporation
Recording Information: 200043581
10. All matters disclosed by a record of survey recorded January 15, 2003 under recording no. 200302602.
11. All matters disclosed by a record of survey recorded March 8, 2006 under recording no. 200616591.
12. Utility License Agreement and the terms and conditions thereof:
Between: Pioneer Irrigation District
And: Cable One, Inc.
Recording Information: 2007016395
13. License Agreement and the terms and conditions thereof:
Between: Pioneer Irrigation District and Vallivue School District #139
And: St. Lukes Regional Medical Center, Ltd.
Recording Information: 2020-013393
14. Declaration of Covenants, recorded 04/07/2020, as Instrument No. 2020-018526, Records of Canyon County, Idaho.

EXHIBIT B – 1

15. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
16. Any off-record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

**After Recording
Return to:**

Jerome Mapp, Director
Caldwell Planning & Zoning Dept.
621 Cleveland Blvd
Caldwell, Idaho 83605

2020-065229

RECORDED

11/04/2020 11:37 AM



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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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NO FEE

AGR

CITY OF CALDWELL

DEVELOPMENT AGREEMENT

(BVA North Ranch, LLC; ANN-20-03)

This Development Agreement (this “**Agreement**”) is entered into effective this _____ day of October, 2020, by and between the City of Caldwell, Idaho, an Idaho municipal corporation of 411 Blaine Street, Caldwell, Idaho 83605 (“**City**”) and BVA North Ranch, LLC, an Idaho limited liability company of 2775 W. Navigator Drive, Suite 220, Meridian, Idaho 83642 (“**Developer**”). The City and the Developer are sometimes referred to herein as the “**Parties**” and individually as a “**Party**.”

WITNESSETH:

WHEREAS, the Developer is the owner of record of that certain real property legally described on **Exhibit A** and depicted on **Exhibit B**, both of which Exhibits are attached hereto and made a part hereof (the “**Property**”);

WHEREAS, the Developer is seeking approval of an annexation and zoning application identified by the City as application number ANN-20-03, which is made in conjunction with an application to modify the comprehensive plan land use map, CMP-20-05, and for a preliminary plat for SUB-20-06.

WHEREAS, the Property is currently outside the Caldwell City limits in Canyon County and zoned AG (Agricultural);

WHEREAS, in compliance with applicable law, the City determined that the Property was appropriate for annexation with the southern portion of the Property adjacent to State Highway 20/26 to be zoned as C-3 Service Commercial and the northern portion of the property to be zoned as M-1 Light Industrial, as such terms and zones are presently defined in Section 10-01-03 of the

DEVELOPMENT AGREEMENT – PAGE 1

CITY OF CALDWELL, IDAHO

I:\PLANNING AND ZONING\STAFF REPORTS\SUBDIVISIONS\2020\NORTH RANCH BUSINESS PARK R35276\DA\NARRATIVE- ANNEX-REZONE-COMP PLAN (003).DOCX

DA 20-01

Caldwell City Code, is appropriate under the conditions and restrictions imposed by this Agreement;

WHEREAS, the City has the authority pursuant to Section 67-6511A of Idaho Code to conditionally apply an initial zoning designation to the Property and to enter into this Agreement for the purpose of allowing, by agreement, the proposed development to proceed;

WHEREAS, the City's Planning & Zoning Hearing Examiner, Bruce Eggleston, and City Council held public hearings as prescribed by law with respect to the development of the Property and this Agreement, including on August 18, 2020 (before the Planning & Zoning Hearing Examiner) and on September 21 and October 5, 2020 (before the City Council);

WHEREAS, all public hearings pursuant to notice as required by law or other action required to be held or taken prior to the adoption and execution of this Agreement have been held and/or taken;

WHEREAS, the Developer desires to be assured that it may proceed with development of the Property in accordance with this Agreement;

WHEREAS, it is the intent and desire of the Parties that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement; and

WHEREAS, the Parties do enter into this Agreement with mutual consideration as reflected in the covenants, duties, and obligations herein set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Development Permitted by this Agreement. This Agreement shall vest the right to develop the Property consistent with those certain conditions of approval identified on **Exhibit C** attached hereto and made a part hereof (the "**Conditions**").

2. Initial Zoning Designation. The City shall, upon approval of this Agreement, enact a valid and binding ordinance annexing the Property into the City and applying the initial zoning designations to the Property of C-3 Service Commercial Property and M-1 Light Industrial in the configuration depicted on Exhibit B.

3. Recordation. It is intended by the Parties that this Agreement shall be recorded by the City on the effective date hereof or as soon thereafter as practicable.

4. Effective Date. In accordance with Idaho Code Section 67-6511A, this Agreement will

be effective upon adoption of the ordinance approving the annexation of the Property and the initial zoning designation for the Property.

5. Development to be Consistent with Approval and this Agreement. Development of any portion of the Property substantially inconsistent with this Agreement, as determined by the City Planning and Zoning Director, without formal modification of the conditions of approvals or this Agreement pursuant to the requirements of the Caldwell City Code, shall result in a default of this Agreement by the Developer in connection with only such specific portion of the Property.

6. Default. In the event the Developer, its heirs, successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, fails to faithfully comply with all of the terms and conditions included in this Agreement in connection with a portion of the Property, this Agreement may be modified or terminated by the Caldwell City Council upon compliance with the requirements of Caldwell City Code. No party shall be in default unless and until provided written notice and an opportunity to cure the purported default pursuant to Section 7(a) below.

7. Remedies. This Agreement shall be enforceable in any court of competent jurisdiction by either the City or the Developer, or by any successor or successors in title or interest or by the assigns of the Parties. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions, and obligations contained herein.

a. In the event of a material breach of this Agreement, the Parties agree that the City and the Developer shall have thirty (30) days after delivery of written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein; provided, however, that in the case of any such default that cannot with diligence be cured within such thirty (30) day period, if the defaulting Party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity (but, in any event, the total time for cure shall not exceed six (6) months).

b. In the event the performance of any covenant to be performed hereunder by either the City or the Developer is delayed for causes which are beyond the reasonable control of the Party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

c. The approval and execution of this Agreement by Developer shall be deemed written consent to de-annex that portion of the Property that is subject to the default pursuant to Section 5 above and revert said Property to its prior zoning designation upon failure of the Developer to cure any breach or default of this Agreement in a timely manner.

8. Notices: Any and all notices, demands, requests, and other communications

required to be given hereunder by either of the Parties shall be in writing and be deemed properly served or delivered, if delivered by hand to the Party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, addressed as follows:

To City:

City of Caldwell
c/o Director, Planning & Zoning Department
621 Cleveland Blvd
Caldwell, Idaho 83605

To the Developer:

BVA North Ranch, LLC
Attn: Tonn Peterson
2775 W. Navigator Drive, Suite 220
Meridian, Idaho 83642

or at such other address, or facsimile number, or to such other Party which any Party entitled to receive notice hereunder designates to the other in writing as provided above.

9. Attorneys' Fees. Should any litigation be commenced between the Parties concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

10. Time is of the Essence. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the Party so failing to perform.

11. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, assigns, and personal representatives, including the City's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefitted and bound by the conditions and restrictions herein expressed.

12. Final Agreement; Modification. This Agreement sets forth all promises, inducements,

agreements, conditions, and understandings between the Developer and the City relative to the subject matter hereof, and there are no promises, agreements, conditions, or understanding, either oral or written, express or implied, between the Developer and the City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of the City.

13. Other Laws. This Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by the City in the exercise of its police powers that do not conflict with the Parties' commitments set forth herein including the City's commitments set forth herein, it being the intention of the Parties that Developer shall have the right to develop the Property consistent with this Agreement. Developer understands that the building codes applicable to its development shall be those in effect at the time when a complete application for a building permit is filed. Nothing in this Agreement shall preclude the application of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, the City and the Developer 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 or amendments to this Agreement.

14. Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

15. No Agency, Joint Venture or Partnership. The City and the Developer hereby agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint venturers or partners.

16. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, or Developer has had adequate opportunity to have the Agreement reviewed and revised by its legal counsel, and the Parties, therefore, 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.

17. 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, Canyon County, State of Idaho.

18. Non-Waiver. Any assent, express or implied, to any waiver of any condition, agreement or covenants herein contained shall not be deemed to apply to any subsequent breach of any term, condition or covenant herein contained.

19. Authority of Signatory. The person executing this Agreement on behalf of Developer warrants his or her authority to do so and to bind Developer.

IN WITNESS WHEREOF, the Parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

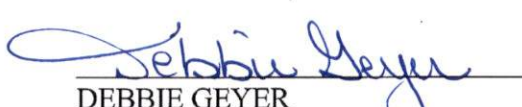
THE CITY:

THE CITY OF CALDWELL


~~GARRETT L. NANCOLAS, Mayor~~

Mike Pollard
City Council President

Attest:

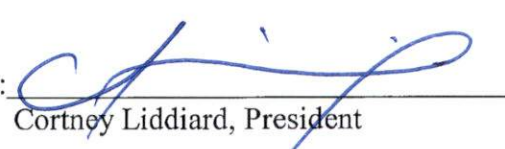

DEBBIE GEYER
City Clerk (or Deputy)

DEVELOPER:

BVA NORTH RANCH, LLC, an Idaho
limited liability company, by its Executive
Manager

BV Management Services, Inc.,
an Idaho corporation

By:


Cortney Liddiard, President

[notary affidavits on following page]



STATE OF IDAHO)
) ss.
County of Canyon)

Council
President

Mike Pollard

On this 4th day of November, 20 20, before me personally appeared GARRETT L. NANCOLAS, and Debbie Geyer, known and identified to me to be the Mayor and City Clerk/Deputy City Clerk, respectively, of the City of Caldwell, Idaho, and the persons that executed the above instrument on behalf of the City of Caldwell, Idaho, and acknowledged to me that such City of Caldwell, Idaho, executed the same.

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

SEAL



Angela K. Point
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission Expires: 12/22/2022

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 2nd day of November, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., the corporation that is the Executive Manager of BVA North Ranch, LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

SEAL



Brandi Love
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: 4-12-2026

EXHIBIT A
Legal Description of Property

PARCEL I

THE EAST ONE HALF OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

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COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE

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NORTH 75°10'31" EAST A DISTANCE OF 48.99 FEET; THENCE

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SOUTH 00°27'26" WEST A DISTANCE OF 202.98 FEET, ALONG SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING.

EXHIBIT C

CONDITIONS OF ZONING APPROVAL

1. Development of the subject property shall be consistent with all requirements, codes, rules, and regulations of the City of Caldwell, unless specifically stated otherwise in the development agreement.

2. Comply with all applicable city codes, ordinances, policies, and standards.

3. The development, design, lot configuration and construction of the project shall be in substantial compliance with the submitted concept development and site plan shown on **Exhibit C-1**. Any substantial deviations, as determined by the Planning & Zoning Director, shall require City Council approval, through a public hearing. Exhibit C-1 includes a conceptual site plan depicting 32 total lots, the inclusion of which will provide flexibility for future site development. The Parties acknowledge and agree that property boundary or lot line adjustments needed to accommodate the construction of future facilities do not constitute a substantial deviation from the submitted plans, but that such property boundary or lot line adjustments shall comply with the requirements of §11-01-03 of the Caldwell City Code.

4. Installation and construction of the development as shown on the submitted conceptual site and landscape plan shall be in substantial compliance with the submitted plan shown on **Exhibit C-1**. The development shall comply with City of Caldwell Landscape Ordinance requirements at the time of development. A detailed site landscape plan including dimensions, easements, showing parking, road names, etc. shall be submitted to the Planning and Zoning Department prior to construction/development on the property.

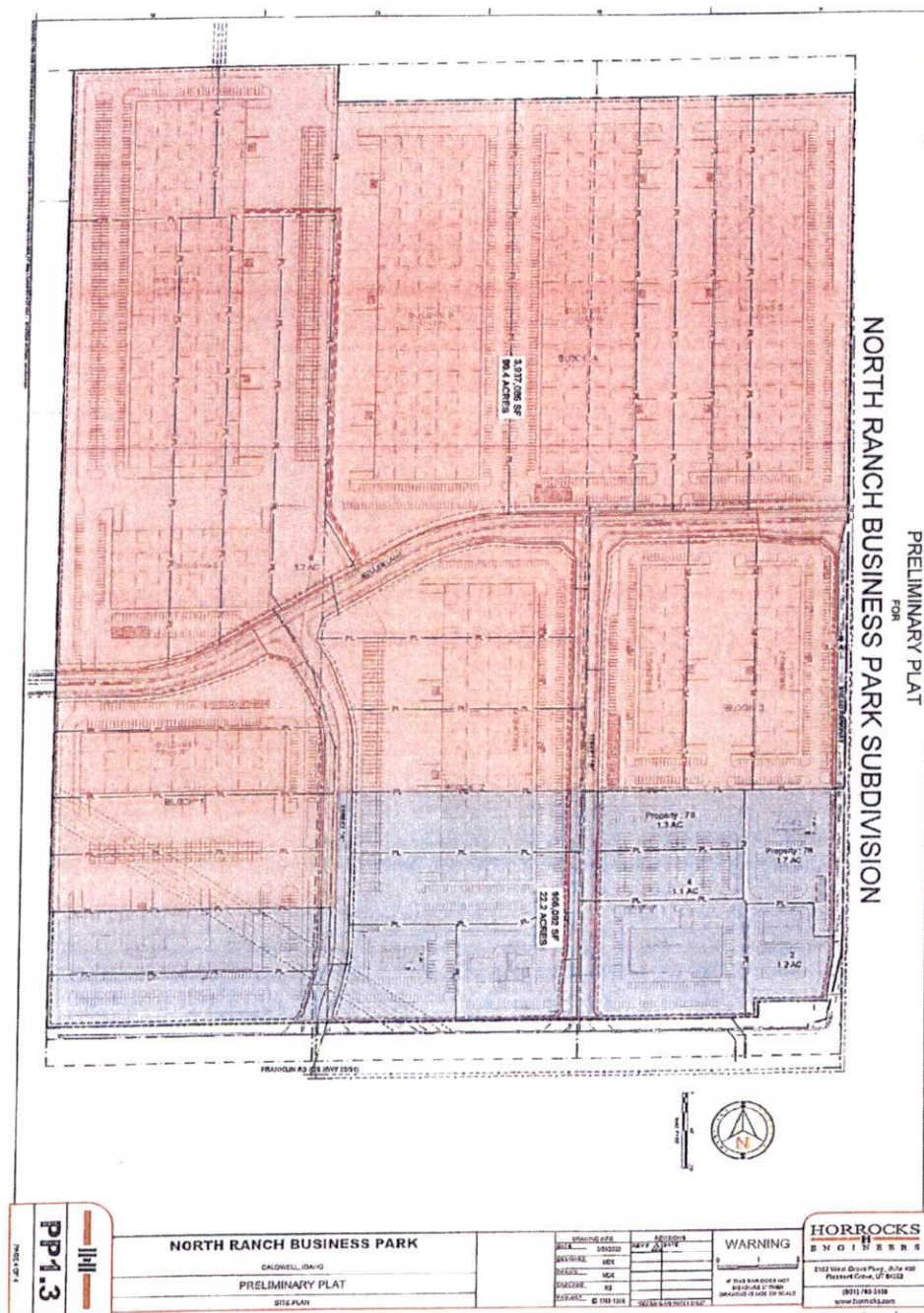
5. The developer shall provide for Electric Vehicle Charging changes in conformance with Zoning Ordinance requirements (§10-02-05 (3) E. or as amended).

6. Comply with the requirements of all applicable agencies, including but not limited to Pioneer Irrigation District, City of Caldwell Engineering Department, City of Caldwell Building Department, and the City of Caldwell Fire Department.

7. Provide a cross-access easement allowing use of approaches and cross-access of the site by both onsite and adjacent development, where applicable. This requirement shall be noted on the final plat.

8. A Traffic Impact Study (TIS) may be required prior to development and shall be completed upon request of the city prior to issuance of a building permit for each phase of development requiring the TIS. The TIS shall comply with all city codes and requirements. Any requirements deemed necessary by the TIS, in the opinion of the City Engineer, shall be completed, proportionate to phasing, prior to City signature on the final plat.

EXHIBIT B **Depiction of Property**



9. Traffic Mitigation: The staff report outlines a standard process for assessing Traffic Mitigation requirements of the developer based on the proposed improvements. The financial calculations are provided as a “general” means to quantify possible fees paid in lieu of upgrades that would be required when vehicle trips to and from the development cause the traffic system to fail within the project influence area (approximately 3.5 miles.) The developer has the opportunity to avoid these fees if the improvements are made to the surrounding system.

- a. The recording of final plat, completion of public infrastructure, and selling of lots do not generate trips that could impact the surrounding traffic system. For this reason, these mitigation requirements will be assessed at the time of building permits granted on any of the lots generated through this development. The traffic mitigation assessment will be tied to the building permit of any use (building or any use generating traffic.) At that time – the required upgrades can be completed by the permittee or fee paid in lieu of improvement as assessed by the standard city calculation in this report. Through this process – the Traffic Mitigation requirements would be gradually assigned as the site develops.
- b. It should be assumed that the fees presented in this report represent the maximum fee required (if fee in lieu of option is preferred by developer.) Updated trip generation numbers can be provided at time of building permit when a “better known” use is established.

10. All requirements from the Fire Department for access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property. Final approval of the location and number of fire hydrants within the development shall be determined by the Fire Marshal and take place by phase at the time of submittal of applicable construction drawings for each phase.

11. Post and maintain a “Rules and Regulations” sign at the entryways to the commercial/industrial 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.

12. Applicant shall comply with all requirements of the City Engineering Department, as specified in **Exhibit C-2** or as amended upon review of construction plans.

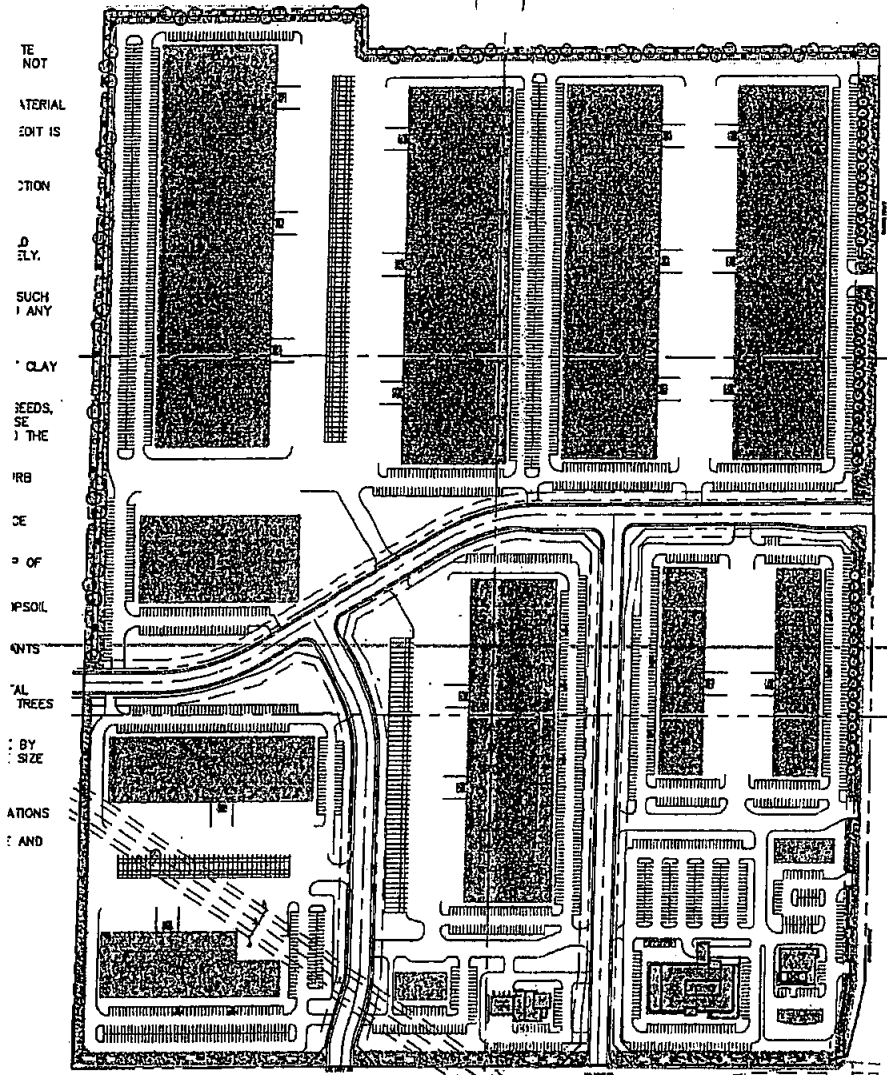
13. A note shall be included on the face of the final plat indicating that all lots within the development lie within the APO-2 Land Use Limitation Zone. A business permit is required

for all occupant uses to be established on the subdivision lots or within existing structures prior to occupancy.

14. Exterior lighting shall not impact neighboring properties.
15. Provide interior bicycle access and bike racks.
16. A plat note shall be included on the face of the final plat indicating that all lots within the development shall be required to meet Caldwell City Landscaping Code at the time of development or establishment of a use on the lot.
17. Develop and enforce truck traffic patterns that will reduce the impact of noise in residential areas and comply with the truck routing schematic shown on **Exhibit C-3**.
18. Design features to consider for commercial properties include:
 - a. Richness of surfaces and texture;
 - b. Use of durable, low maintenance materials;
 - c. Significant wall articulation (insets, canopies, wing-walls, trellises, porches, balconies);
 - d. Pitched roofs and shed roofs;
 - e. Roof overhangs;
 - f. Traditional window rhythm;
 - g. Articulated mass and scale;
 - h. Significant landscape and hardscape elements;
 - i. Landscaped and screened parking;
 - j. Comprehensive and appealing monument signs;
 - k. Clear visibility of entrances and retail signage;

- l. Clustering of buildings to provide pedestrian courtyards and common areas;
 - m. Step-down of buildings scale along pedestrian routes and buildings entrances;
 - n. Exterior lighting shall not impact neighboring properties.
19. Design features to consider for industrial properties include:
- a. Take caution when planning to build new industrial development near residential properties;
 - b. Create design criteria for industrial development, which is adjacent to or near residential development;
 - c. Create landscaped and/or screened parking areas;
 - d. Develop guidelines for landscape and hardscape elements along public right-of-ways;
 - e. Provide pedestrian access on the site;
 - f. Provide employee courtyards;
 - g. Create clear visibility of entrances;
 - h. Create comprehensive and appealing monument signs;
 - i. Exterior lighting shall not impact neighboring properties.
20. Building set back, buffering, orientation and land uses shall comply with **Exhibit C-4**.
21. Buildings shall substantially comply with the style, materials, colors and other design features depicted on **Exhibit C-5**. Any substantial deviation from presented elevations will require a review of the modifications to determine if a public hearing will be required.

SUB



PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	52	Fraxinus americana 'Autumn Purple' Autumn Purple Ash	2" CAL. B&B
	48	Gleditsia triacanthos 'Skyline' Skyline Honey Locust	3" CAL. B&B
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	18	Picea pungens 'Glauca' Colorado Blue Spruce	7'-8' B&B
	16	Pinus nigra Austrian Pine	6'-8' B&B
	18	Cupressocypripis leylandii Leyland Cypress	6'-8' B&B
FLOWERING TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	47	Prunus x cerasifera 'Crispizum' Crimson Pinnate Flowering Plum	2" CAL. B&B
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE
	101	Cornus sericea 'Ivanti' Ribbon Redoster Dogwood	5 GAL
	52	Cotoneaster dammeri 'Strelitzia' Strelitzia Cotoneaster	5 GAL
	63	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	2 GAL
	59	Ligustrum vicaryi Golden Privet	5 GAL
	108	Ligustrum vulgare 'Lodense' Lodense Privet	5 GAL
	30	Physocarpus opulifolius 'Dart's Gold' Dart's Gold Ninebark	5 GAL
	68	Physocarpus opulifolius 'Diablo' Diablo Ninebark	5 GAL
	103	Physocarpus opulifolius 'Summer Wine' Summer Wine Ninebark	5 GAL
	136	Pinus mugo 'Pumilio' Mugo Pine	5 GAL
	30	Spiraea x bumalda 'Goldflame' Goldflame Spirea	2 GAL
	76	Syringa vulgaris 'Sensation' Sensation Lilac	5 GAL
ANNUALS/PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE
	200	Heimeracallis 'Stella de Oro' Stella de Oro Daylily	1 GAL
	76	Salvia nemorosa 'May Night' May Night Sage	1 GAL
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE
	169,501 sq ft	Turf Sod Rhizomatous Rhizomatous Tall Fescue	

OVERALL LANDSCAPE PLAN

Scale 1" = 200'-0"

LANDSCAPE CALCULATIONS TABLE

STREET	L.F. FRONTAGE	BUFFER WIDTH	#OF TREES	#OF SHRUBS
SMEED PKWY. - EAST	2207'	20'	63	315
U.S. HWY. 26 - SOUTH	1580'	30'	31	312

LANDSCAPE REQUIREMENTS:

Per Caldwell City Code; Chapter 10-07 Caldwell Landscaping Ordinance. Landscape Plan complies.

AREA	REQUIREMENT	TREES PROVIDED	SHRUBS PROVIDED
ADJOINING USES BUFFER	1 tree/35 L.F.; shrubs 2'-8" int.		
-WEST (30' WIDE)	1578/35=45	45	210
-NORTH (30' WIDE)	2087/35=60	60	268
STREET BUFFER	1 tree/35 L.F.; 1 shrub/7 L.F.		
-SMEED PKWY.	2207/35=63; 2207/7=315	64	318
	1 tree/50 L.F.; 10 shrub/50 L.F.		
	Periodic berms, 1 boulder/75 L.F.		
-U.S.HWY. 26	1580/50=31; 1560/50=31.2*10=312 1560/75=21 boulders; 21 Provided	32	321
ENTRY SIGNAGE	2 shrubs at each side	0	10

LANDSCAPE MATERIALS

WHITE VINYL FENCE - 6'-0" TALL
SEE DETAIL 3/L1.6

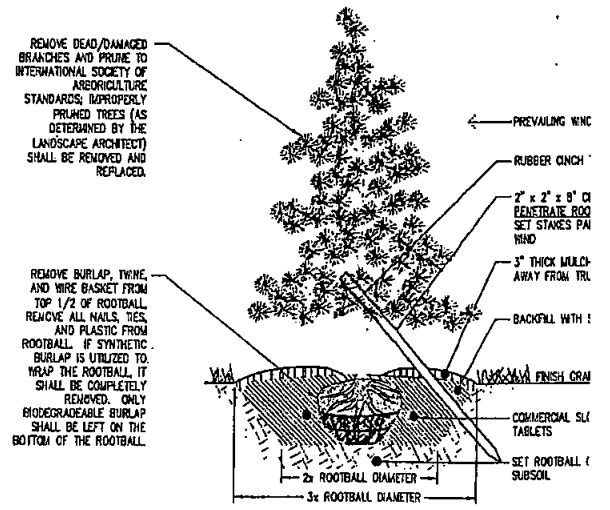
LANDSCAPE BOULDER (2'-4')
SEE DETAIL 4/L1.6

LANDSCAPE LEGEND

FUTURE PROJECT/PAD SITES - NOT A PART OF THIS PROJECT

EXISTING CONDITIONS

- THERE ARE NO EXISTING TREES OR SHRUBS LOCATED ON SITE.
- THERE ARE NO EXISTING STRUCTURES ON SITE.
- THE SITE CONSISTS OF FLAT AGRICULTURAL LAND.



- NOTES:
- THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION. ALL STAKING SHALL BE REMOVED AT THE END WARRANTY PERIOD.
 - WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SUPPAGE.
 - WATER TREE TWICE WITHIN THE FIRST 24 HOURS.

2 CONIFER TREE DETAIL

NIS

PRELIMINARY PLAT
FOR
NORTH RANCH BUSINESS PARK SUBDIVISION

NORTON LATERAL (BLANKETED)

NORTON LATERAL (BLANKETED)

STREET 1A

STREET 2A

STREET 3A

STREET 4A

LOT 1 2.0 AC

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NOTE
VERTICAL DATUM AND TOPOGRAPHY WAS PROVIDED BY
CITY OF CALEDONIA. SUPPLEMENTAL TOPOGRAPHY AND
ANALYSIS THERE PROVIDED BY HOBBOCK'S
ENGINEERS BASED ON THE PROVIDED DATUM

LEGEND

HORROCKS
ENGINEERS

2162 West Quinn Parkway, Suite 400
Pleasant Grove, UT 84063

(801) 313-5100
www.horrocksb.com

WARNING

DATE	10/11/01	TIME	12:00
NAME	U	ROOM	1002331
NAME	YOM	ROOM	10078
NAME	KON	ROOM	1014138
NAME	602214	ROOM	10159
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NORTH RANCH BUSINESS PARK

CALDWELL, IDAHO

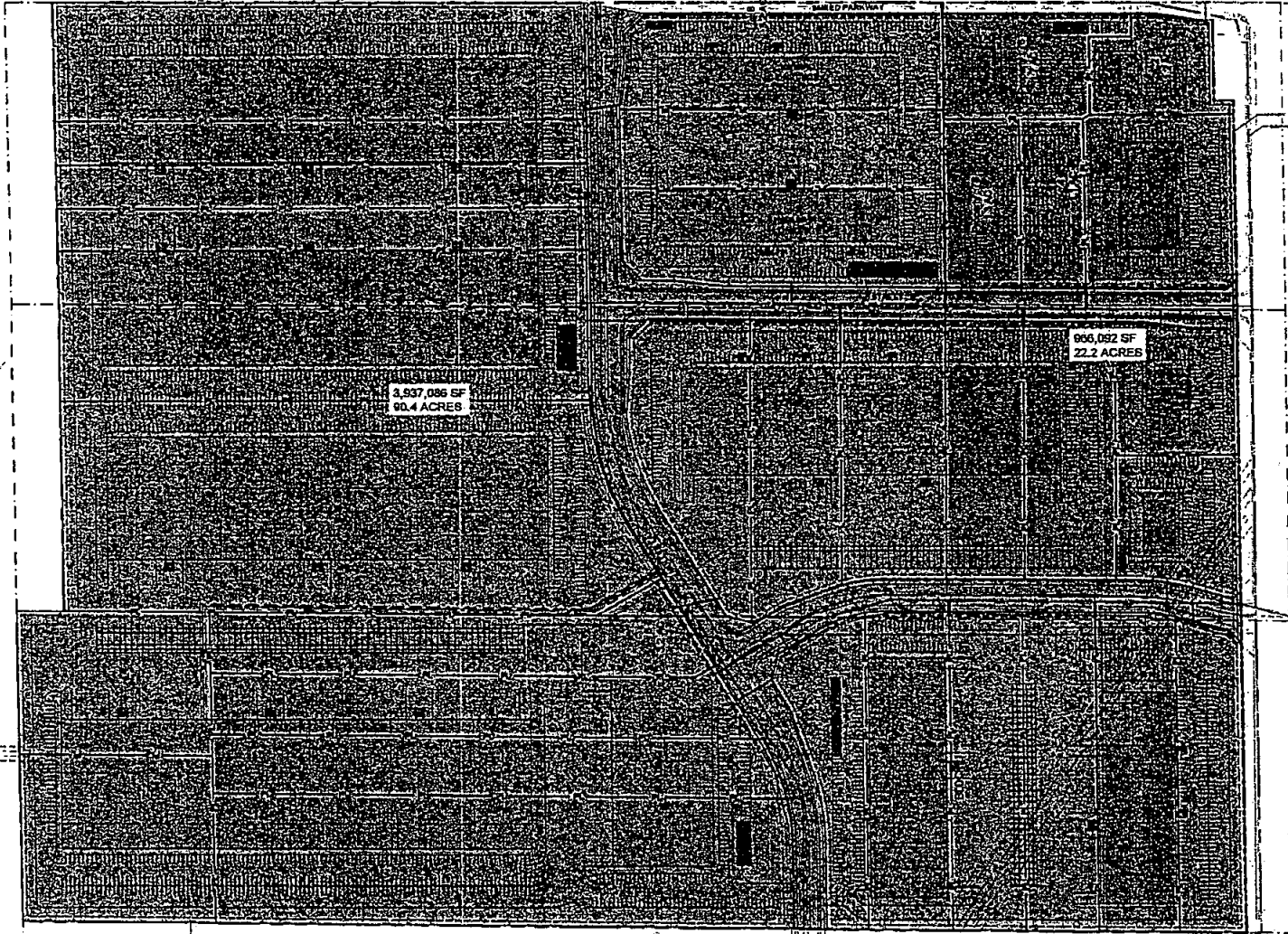
PRELIMINARY PLAT

NATURAL FEATURES AND UTILITIES

PP1.2

PAGE 3 OF 4

PRELIMINARY PLAT
FOR
NORTH RANCH BUSINESS PARK SUBDIVISION



HORROCKS ENGINEERS
2142 First Street, Suite 100
Petaluma, CA 94954
(707) 763-5109
www.horrocksa.com

WARNING
This is a preliminary plat and is not to be used for any other purpose without the written consent of the engineer.

RECORDING	DATE	REMARKS
FILED	01/03/00	FILED
FILED	01/03/00	FILED
FILED	01/03/00	FILED
FILED	01/03/00	FILED
FILED	01/03/00	FILED

NORTH RANCH BUSINESS PARK

CADSWELL, EDWARD

PRELIMINARY PLAT

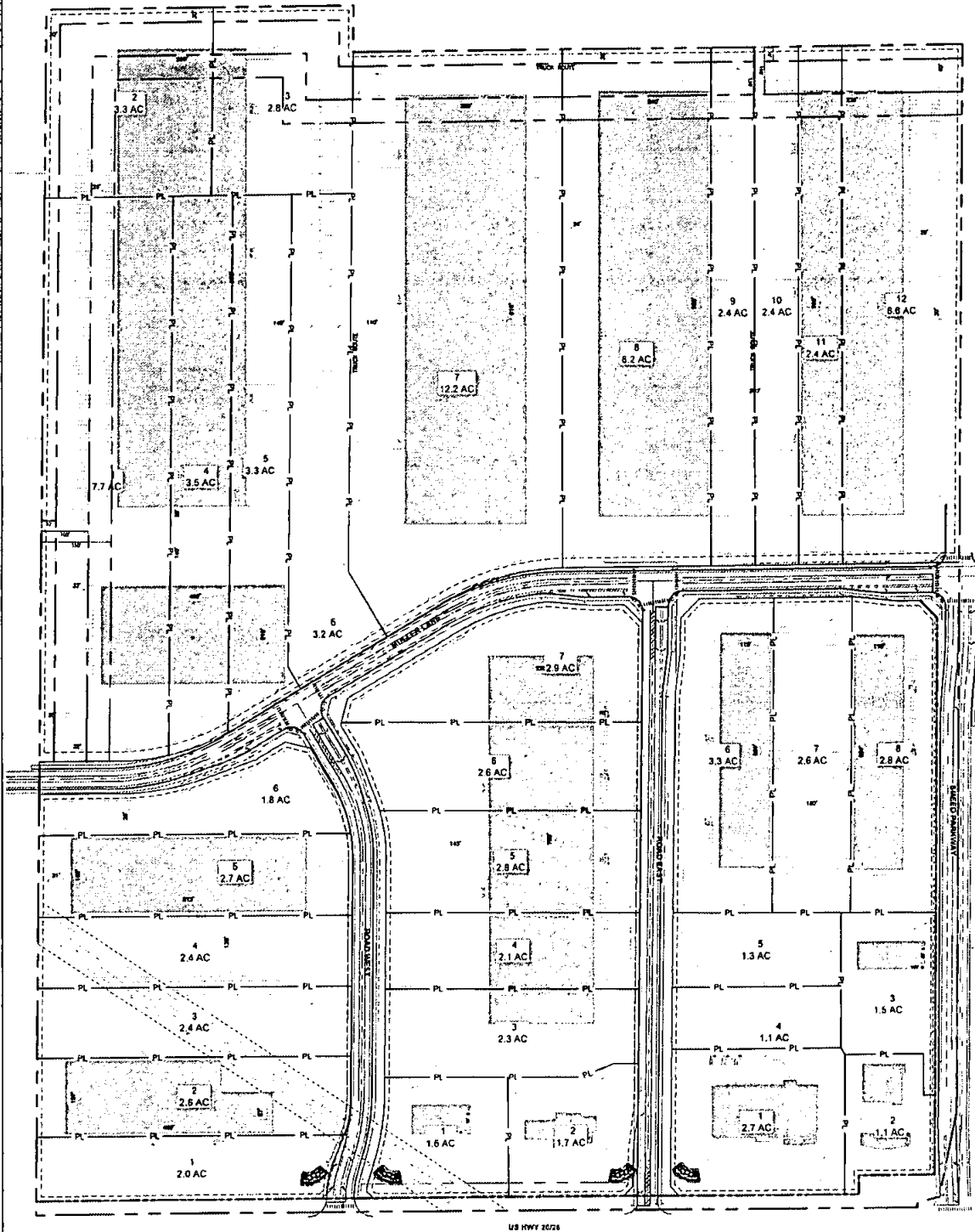
SITE PLAN

PP1.3

PAGE 4 OF 4

02/21/00

NORTH RANCH BUSINESS PARK SUBDIVISION



US HWY 202E

C-3

LEGEND
 30' - LANDSCAPE BUFFER
 150' - TALLER THAN 25
 150' - TALLER THAN 20

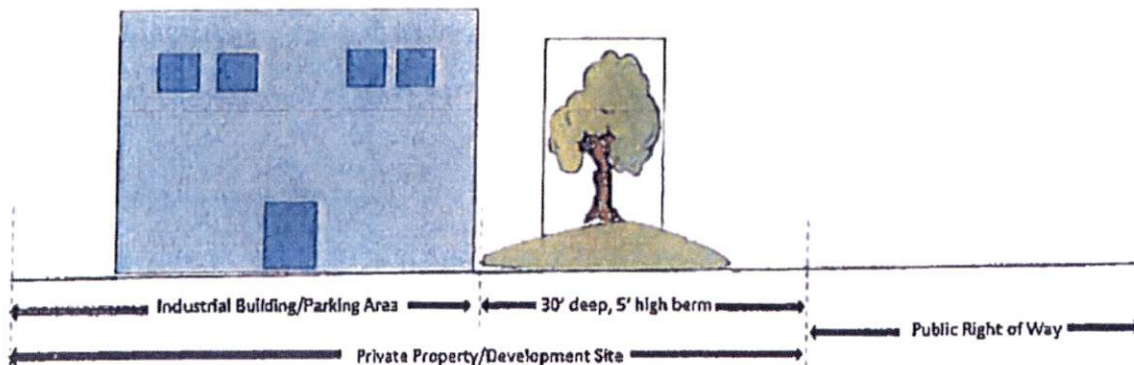


B-1 PAGE 1	NORTH RANCH BUSINESS PARK CALDWELL, IDAHO BUFFER ZONES		DATE: 10/15/2020 DESIGNED: [blank] CHECKED: [blank] PREPARED: [blank]	REVISIONS 1. 10/15/2020 [blank] 2. [blank] 3. [blank]	WARNING IF THIS DRAWING IS NOT DRAWING IS NOT TO SCALE	HORROCKS ENGINEERS 2162 West Grove Pkwy, Suite 400 Pleasant Grove, UT 84062 (801) 763-6100 www.horrocksa.com
	© 1760-1826					

Conditions of Land Use Approval
Exhibit C-4

1. Landscaped Buffer

A landscaped buffer area, a minimum of 30' in width, including a landscaped berm constructed therein, that is 5' high, shall be constructed within the industrially zoned property, along the common boundary between the North Ranch Business Park and the Voyage Crossing North Subdivision adjacent to the northern and western boundaries of the Property, north of Muller Road and west of Smeed Parkway, to provide a buffer between the industrial and the existing residential uses. The dimensions and requirements associated improvements for this buffer exceed, and therefore satisfy, the requirements set forth in Caldwell City Code Section 10-07-07. All other requirements of Caldwell City Code Section 10-07-07 are otherwise applicable. Parking shall not occur within the buffer area. The landscaped buffer shall be constructed within an easement consistent with Caldwell City Code Section 10-07-07 and no structures, except for irrigation or utility facilities, shall be located within the landscaped buffer. The landscaped buffer area shall generally be configured as follows:



2. Use Modifications

The Parties recognize that certain uses that otherwise would be permitted within the M-1 Light Industrial zone may not be appropriate within the portion of the Property zoned M-1 Light Industrial. The parties therefore agree that the Land Use Schedule as set forth in Caldwell City Code Section 10-02-02 and Table 1, as to the M-1 Light Industrial Uses on the Property, are hereby modified per the following designations. Any use that is not specifically designated as a permitted use or as a special use below, shall be a prohibited use within the M-1 Light Industrial Uses on the Property, provided, however that if a proposed use of property is not specifically listed in Caldwell City Code Section 10-02-02 and Table 1, or in the schedule below as a prohibited use, then the use shall be prohibited unless the Planning and Zoning Director, upon the request of the property owner determines that the proposed use is not listed in Caldwell City Code Section 10-02-02 and Table 1, is equivalent to a listed permitted or special use after complying with and making the findings required under Caldwell City Code Section 10-02-02(B).

Permitted Uses

- Agriculture, general
- Farmstand, commercial
- Grain/Crop storage
- Greenhouse, commercial
- Nursery – retail
- Nursery – wholesale
- Food bank/soup kitchen
- Body shop
- Car wash
- Gas/Service station
- Rental lot
- Repair services
- Sales - new or used manufactured home, mobile home, farm implement
- Sales - new or used RV, boat, ATV, trailers, off road, trucks, commercial vehicles
- Sales - used passenger vehicles, motorcycles
- Storage - indoor only
- Tire repair/sales store
- Ambulance service
- Clinic – outpatient only
- Durable medical equipment
- Laboratory/research
- Medical, dental office
- Medical equipment sales/rental
- Therapy, rehabilitation
- Bakery or bakery goods store
- Building supply outlet
- Convenience store
- Convenience store, with gasoline
- Equipment sales, rental and services
- Hardware store
- Cabinet shop
- Commercial kennel
- Corporate office buildings
- Donation trailer/pod
- Electronic service and repair
- Food Stand
- Frozen Food locker
- Funeral Home
- Health club, fitness facility
- Home and business services
- Landscaping business
- Laundry, commercial plant
- Mobile food unit
- Mortuary
- Motel
- Offices – business, professional
- Packaging business
- Pawn shops
- Payday loan and title loan establishments
- Pet grooming facility

- Printing and blueprinting
- Security guard quarters
- Sign shop
- Small engine/equipment repair
- Theater
- Transit station
- Travel services
- Veterinary clinic/hospital
- Temporary use
- Factory/assembly plant
- Industrial park
- Machine shop
- Manufacturing general
- Monument production
- Processing, general
- Research development
- Welding shop
- Winery/brewery
- Woodworking shop
- Contractor's shop/storage yard
- Distribution center
- Refrigerated storage
- Trucking terminal/yard
- Warehouse and storage

Special Use

- Family/group daycare home: preschool/homeschool, 12 or fewer
- Storage – outdoor
- Truck and tractor repair and service
- Truck stop
- Big box retail
- Liquor store
- Ministorage, indoor
- Ministorage, traditional
- Outdoor storage
- Restaurant – no drive through
- Restaurant – with drive through
- Studio – art, dance, music, voice, gymnastics, karate
- Theater, drive-in
- Theater, outdoor
- Amusement centers
- Commercial planned unit development
- Event center
- Industrial planned unit development
- Public utility yard
- Church or place of religious worship
- College and vocational schools
- Community center
- Library
- Museum
- Park or recreational facility

- Public administrative office
- Public facility/building
- School/educational facility, private
- School/educational facility, public
- Wireless communication facility

Prohibited Uses

The Parties agree that the following uses, otherwise allowable in a M-1 District, pursuant to Caldwell City Code 10-02-02 and Table 1 as either permitted uses or special uses will be prohibited uses within the M-1 Light Industrial uses on the Property:

- Single-family dwelling
- Manufactured home
- Mobile home
- Accessory dwelling unit (ADU)
- Home occupation
- Flea market
- Tobacco shop
- Auction
- Bail bond use
- Crematorium
- Railroad yard/shops
- Airport, landing strip
- Aircraft repair and service
- Asphalt plant
- Sand or gravel yard
- Cement, concrete, or clay manufacturing
- Automotive tow yard
- Automotive wrecking/salvage yard
- Junkyard
- BMX, dirt track
- Hanger – airplane, helicopter
- Helipad
- Zoo
- Fuel yard/petroleum storage
- Chemical storage and manufacturing
- Recycling operation
- Wood processing plant

3. Dimensional Limitations

That area of the Property that is within 150' of the northern and western common boundary between the North Ranch Business Park and the Voyage Crossing North Subdivision and Marblefront West Subdivision, which are adjacent to the northern and western boundaries of the property, north of Mueller Road and west of Smeed Parkway where the landscaped buffer is located shall be designated as the "**North and West Buffer Area**" and shall be subject to the additional requirements set forth below.

Within the North and West Buffer Area only, buildings shall be oriented with the front elevation or a side elevation facing the residential uses located to the north or west, so that the building physically screens the residential uses. However, all portions of lots within the North and West

Buffer Area may be utilized for landscaping, parking lots, drive aisles and buildings. Truck loading facilities shall be configured as follows: (a) along the western boundary truck loading and unloading facilities shall be oriented to the east away from residential uses and (b) along the northern boundary, truck loading and unloading facilities shall be oriented to the west, south or east.

For purposes of this Agreement only, in recognition of the expanded landscaped buffer set forth above, and the other limitations set forth herein, the only area deemed to be "immediately adjacent" single family dwelling or a duplex for purposes of Caldwell City Code 10-02-03, Note A.1 is that area within 100 feet of the property boundary in the North and West Buffer Area. Within the North and West Buffer Area improvements shall be subject to the following requirements:

(a) those portion of the property within 30 feet of the existing property boundary shall be improved with the landscaped buffer described above;

(b) those portions of buildings that are within 100 feet of the existing property boundary shall not exceed 25 feet in height, and

(c) those portions of buildings that are within 150 feet of the existing property boundary shall not exceed 50 feet in height, except for to the following structures which may exceed 50 feet in height upon approval of a special use permit: spire; amateur radio antenna; bridge tower; fire and hose tower; observation tower; power line tower; smokestack; water tanks, water towers, or silos; ventilator; windmill; wireless communication facility, or other commercial or personal tower and/or antenna structure, or other appurtenances usually required to be placed above the level of the ground and not intended for human occupancy.

Outside of the North and West Buffer Area no building or portion thereof shall be deemed "immediately adjacent" to residential uses for purposes of the 25-foot maximum height limitation pursuant to Caldwell City Code 10-02-03, Note A.1.

Consistent with Caldwell City Code 10-02-03, Note A.1, the foregoing maximum height restrictions on buildings within the North and West Buffer Area shall be satisfied unless allowed to exceed such maximum height by special use permit approval.

There shall be no limitations upon height or setback for buildings located outside of the North and West Buffer area, except as set forth in the Caldwell City Code.

4. Commercial Design Issues:

Features to consider of commercial properties include:

- a. Richness of surfaces and texture;
- b. Use of durable, low maintenance materials;
- c. Significant wall articulation (insets, canopies, wing-walls, trellises, porches, balconies);
- d. Pitched roofs and shed roofs;
- e. Roof overhangs;
- f. Traditional window rhythm;
- g. Articulated mass and scale;
- h. Significant landscape and hardscape elements;
- i. Landscaped and screened parking;
- j. Comprehensive and appealing monument signs;
- k. Clear visibility of entrances and retail signage;
1. Clustering of buildings to provide pedestrian courtyards and common areas and;

- m. Step-down of buildings scale along pedestrian routes and buildings entrances.
- n. Exterior lighting shall not impact neighboring properties. In furtherance of the foregoing, Developer shall comply with Caldwell City Code Section 10-12-04(13) and shall additionally locate and install lighting so that outside lighting shall be reflected away from adjacent property and streets. The illumination level of all light fixtures shall not exceed two (2) foot candles as measured one (1) foot above the ground at property lines shared with residentially zoned or used parcels.

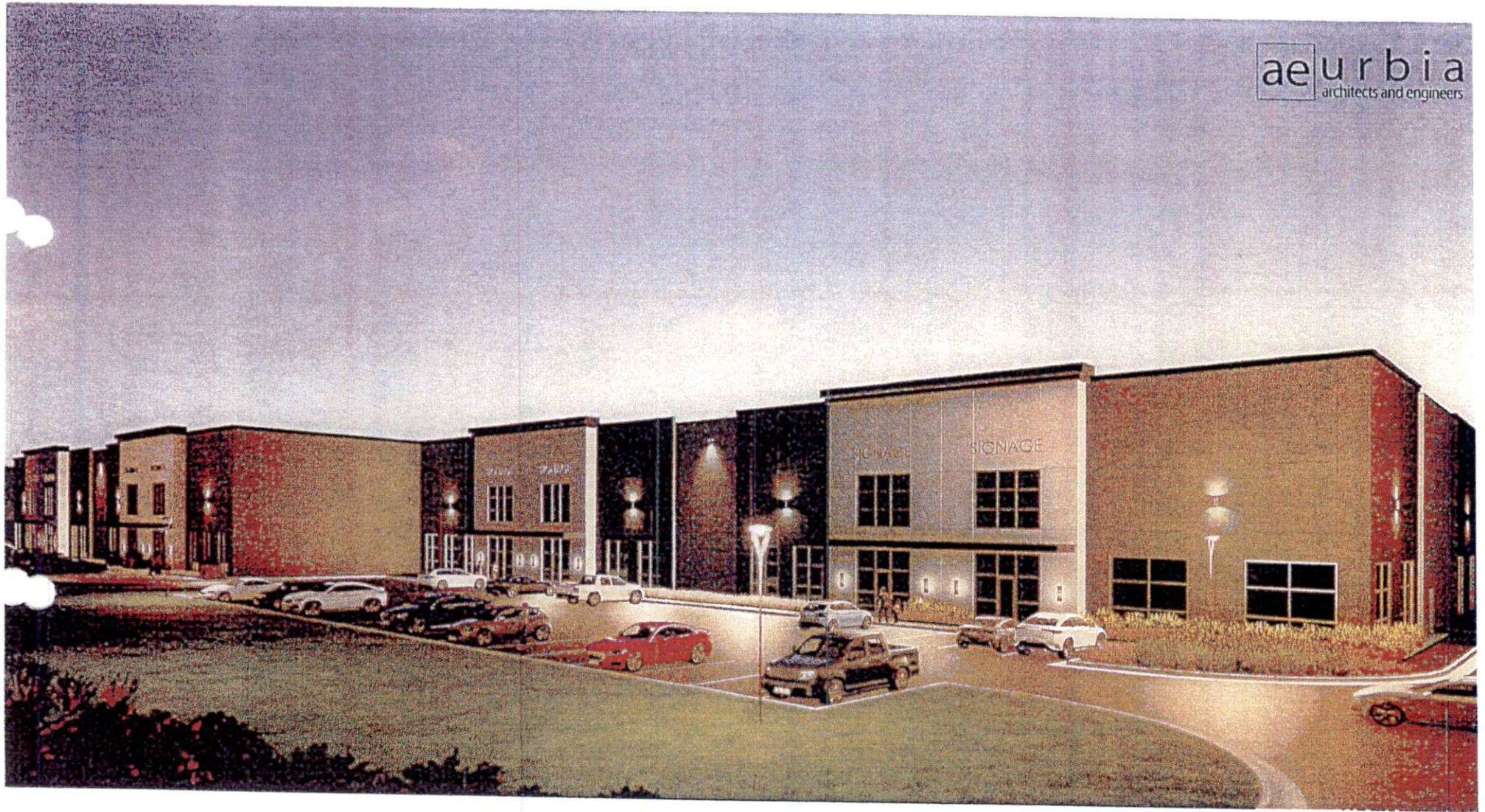
5. Industrial Design Issues

The design issues facing industrial land use may not be based as much on building scale, massing, or entry issues, but more on the visual impacts to adjacent properties and issues such as: noise, vibration and odors. These issues would have a significant impact to adjacent and nearby properties. Features to consider of industrial properties include:

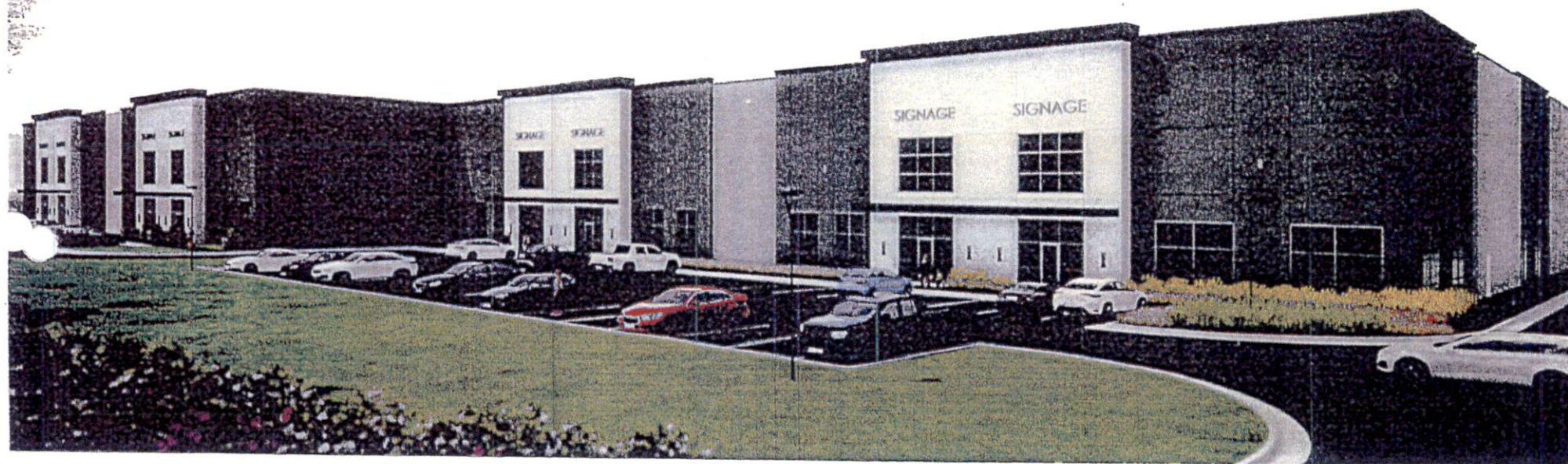
- a. Take caution when planning to build new industrial development near residential properties;
- b. Create design criteria for industrial development, which is adjacent to or near residential development;
- c. Create landscaped and screened parking areas;
- d. Develop guidelines for landscape and hardscape elements along public right-ofways;
- e. Provide pedestrian access on the site;
- f. Provide employee courtyards;
- g. Create clear visibility of entrances; and
- h. Create comprehensive and appealing monument signs.
- i. Exterior lighting shall not impact neighboring properties.

C-5

aeurbia
architects and engineers









**After Recording
Return to:**

Jerome Mapp, Director
Caldwell Planning & Zoning Dept.
621 Cleveland Blvd
Caldwell, Idaho 83605

2020-065229

RECORDED

11/04/2020 11:37 AM



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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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AGR

CITY OF CALDWELL

DEVELOPMENT AGREEMENT

(BVA North Ranch, LLC; ANN-20-03)

This Development Agreement (this “**Agreement**”) is entered into effective this _____ day of October, 2020, by and between the City of Caldwell, Idaho, an Idaho municipal corporation of 411 Blaine Street, Caldwell, Idaho 83605 (“**City**”) and BVA North Ranch, LLC, an Idaho limited liability company of 2775 W. Navigator Drive, Suite 220, Meridian, Idaho 83642 (“**Developer**”). The City and the Developer are sometimes referred to herein as the “**Parties**” and individually as a “**Party**.”

WITNESSETH:

WHEREAS, the Developer is the owner of record of that certain real property legally described on **Exhibit A** and depicted on **Exhibit B**, both of which Exhibits are attached hereto and made a part hereof (the “**Property**”);

WHEREAS, the Developer is seeking approval of an annexation and zoning application identified by the City as application number ANN-20-03, which is made in conjunction with an application to modify the comprehensive plan land use map, CMP-20-05, and for a preliminary plat for SUB-20-06.

WHEREAS, the Property is currently outside the Caldwell City limits in Canyon County and zoned AG (Agricultural);

Parcel No. R3527612100 & R3527612000 to
be zoned as H-C Highway Corridor,

WHEREAS, in compliance with applicable law, the City determined that the Property was appropriate for annexation with the southern portion of the Property adjacent to State Highway 20/26 to be zoned as C-3 Service Commercial and the northern portion of the property to be zoned as M-1 Light Industrial, as such terms and zones are presently defined in Section 10-01-03 of the

DEVELOPMENT AGREEMENT – PAGE 1

CITY OF CALDWELL, IDAHO

I:\PLANNING AND ZONING\STAFF REPORTS\SUBDIVISIONS\2020\NORTH RANCH BUSINESS PARK R35276\DA\NARRATIVE- ANNEX-
REZONE-COMP PLAN (003).DOCX

DA 20-01

Caldwell City Code, is appropriate under the conditions and restrictions imposed by this Agreement;

WHEREAS, the City has the authority pursuant to Section 67-6511A of Idaho Code to conditionally apply an initial zoning designation to the Property and to enter into this Agreement for the purpose of allowing, by agreement, the proposed development to proceed;

WHEREAS, the City's Planning & Zoning Hearing Examiner, Bruce Eggleston, and City Council held public hearings as prescribed by law with respect to the development of the Property and this Agreement, including on August 18, 2020 (before the Planning & Zoning Hearing Examiner) and on September 21 and October 5, 2020 (before the City Council);

WHEREAS, all public hearings pursuant to notice as required by law or other action required to be held or taken prior to the adoption and execution of this Agreement have been held and/or taken;

WHEREAS, the Developer desires to be assured that it may proceed with development of the Property in accordance with this Agreement;

WHEREAS, it is the intent and desire of the Parties that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement; and

WHEREAS, the Parties do enter into this Agreement with mutual consideration as reflected in the covenants, duties, and obligations herein set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Development Permitted by this Agreement. This Agreement shall vest the right to develop the Property consistent with those certain conditions of approval identified on **Exhibit C** attached hereto and made a part hereof (the "**Conditions**").

2. Initial Zoning Designation. The City shall, upon approval of this Agreement, enact a valid and binding ordinance annexing the Property into the City and applying the initial zoning designations to the Property of C-3 Service Commercial Property and M-1 Light Industrial in the configuration depicted on Exhibit B.

3. Recordation. It is intended by the Parties that this Agreement shall be recorded by the City on the effective date hereof or as soon thereafter as practicable.

4. Effective Date. In accordance with Idaho Code Section 67-6511A, this Agreement will

Parcel No.
R3527612100
&
R3527612000
to be zoned
as H-C
Highway
Corridor,

be effective upon adoption of the ordinance approving the annexation of the Property and the initial zoning designation for the Property.

5. Development to be Consistent with Approval and this Agreement. Development of any portion of the Property substantially inconsistent with this Agreement, as determined by the City Planning and Zoning Director, without formal modification of the conditions of approvals or this Agreement pursuant to the requirements of the Caldwell City Code, shall result in a default of this Agreement by the Developer in connection with only such specific portion of the Property.

6. Default. In the event the Developer, its heirs, successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, fails to faithfully comply with all of the terms and conditions included in this Agreement in connection with a portion of the Property, this Agreement may be modified or terminated by the Caldwell City Council upon compliance with the requirements of Caldwell City Code. No party shall be in default unless and until provided written notice and an opportunity to cure the purported default pursuant to Section 7(a) below.

7. Remedies. This Agreement shall be enforceable in any court of competent jurisdiction by either the City or the Developer, or by any successor or successors in title or interest or by the assigns of the Parties. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions, and obligations contained herein.

a. In the event of a material breach of this Agreement, the Parties agree that the City and the Developer shall have thirty (30) days after delivery of written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein; provided, however, that in the case of any such default that cannot with diligence be cured within such thirty (30) day period, if the defaulting Party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity (but, in any event, the total time for cure shall not exceed six (6) months).

b. In the event the performance of any covenant to be performed hereunder by either the City or the Developer is delayed for causes which are beyond the reasonable control of the Party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

c. The approval and execution of this Agreement by Developer shall be deemed written consent to de-annex that portion of the Property that is subject to the default pursuant to Section 5 above and revert said Property to its prior zoning designation upon failure of the Developer to cure any breach or default of this Agreement in a timely manner.

8. Notices: Any and all notices, demands, requests, and other communications

required to be given hereunder by either of the Parties shall be in writing and be deemed properly served or delivered, if delivered by hand to the Party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, addressed as follows:

To City:

City of Caldwell
c/o Director, Planning & Zoning Department
621 Cleveland Blvd
Caldwell, Idaho 83605

To the Developer:

BVA North Ranch, LLC
Attn: Tonn Peterson
2775 W. Navigator Drive, Suite 220
Meridian, Idaho 83642

or at such other address, or facsimile number, or to such other Party which any Party entitled to receive notice hereunder designates to the other in writing as provided above.

9. Attorneys' Fees. Should any litigation be commenced between the Parties concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

10. Time is of the Essence. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the Party so failing to perform.

11. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, assigns, and personal representatives, including the City's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefitted and bound by the conditions and restrictions herein expressed.

12. Final Agreement; Modification. This Agreement sets forth all promises, inducements,

agreements, conditions, and understandings between the Developer and the City relative to the subject matter hereof, and there are no promises, agreements, conditions, or understanding, either oral or written, express or implied, between the Developer and the City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of the City.

13. Other Laws. This Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by the City in the exercise of its police powers that do not conflict with the Parties' commitments set forth herein including the City's commitments set forth herein, it being the intention of the Parties that Developer shall have the right to develop the Property consistent with this Agreement. Developer understands that the building codes applicable to its development shall be those in effect at the time when a complete application for a building permit is filed. Nothing in this Agreement shall preclude the application of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, the City and the Developer 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 or amendments to this Agreement.

14. Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

15. No Agency, Joint Venture or Partnership. The City and the Developer hereby agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint venturers or partners.

16. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, or Developer has had adequate opportunity to have the Agreement reviewed and revised by its legal counsel, and the Parties, therefore, 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.

17. 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, Canyon County, State of Idaho.

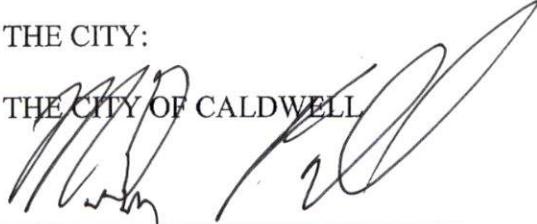
18. Non-Waiver. Any assent, express or implied, to any waiver of any condition, agreement or covenants herein contained shall not be deemed to apply to any subsequent breach of any term, condition or covenant herein contained.

19. Authority of Signatory. The person executing this Agreement on behalf of Developer warrants his or her authority to do so and to bind Developer.


IN WITNESS WHEREOF, the Parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

THE CITY:

THE CITY OF CALDWELL


~~GARRETT L. NANCOLAS, Mayor~~
Mike Pollard
City Council President

Attest:


DEBBIE GEYER
City Clerk (or Deputy)

DEVELOPER:

BVA NORTH RANCH, LLC, an Idaho
limited liability company, by its Executive
Manager

BV Management Services, Inc.,
an Idaho corporation

By: 
Cortney Liddiard, President

[notary affidavits on following page]



STATE OF IDAHO)
) ss.
County of Canyon)

Council
President

Mike Pollard

On this 4th day of November, 20 20, before me personally appeared GARRETT L. NANCOLAS, and Debbie Geyer, known and identified to me to be the Mayor and City Clerk/Deputy City Clerk, respectively, of the City of Caldwell, Idaho, and the persons that executed the above instrument on behalf of the City of Caldwell, Idaho, and acknowledged to me that such City of Caldwell, Idaho, executed the same.

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

SEAL



Angela K. Point
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission Expires: 12/22/2022

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 2nd day of November, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., the corporation that is the Executive Manager of BVA North Ranch, LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

SEAL



Brandi Love
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: 4-12-2026

EXHIBIT A
Legal Description of Property

PARCEL I

THE EAST ONE HALF OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

PARCEL II

THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

EXCEPTING FROM PARCEL II A STRIP OF LAND SIX RODS OFF THE NORTH END THEREOF.

ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND PARCEL II THE SOUTHERLY 50 FEET MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FEET WIDE ON THE NORTH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE OF HIGHWAY AS SURVEYED AND SHOWN ON THE PLAT OF THE FRANKLIN LANE FAP 241 B (2) HIGHWAY SURVEY ON FILE IN THE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF IDAHO, AND LYING OVER AND ACROSS THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN.

BEGINNING AT STATION 39+83 OF THE SAID HIGHWAY SURVEY, WHICH STATION IS A POINT ON TANGENT APPROXIMATELY 665 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN; THENCE RUNNING

NORTH 89°19' EAST 1992.0 FEET TO STATION 59+75.0 OF SAID SURVEY, WHICH STATION IS AN ANGLE POINT IDENTICAL WITH THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO.

ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND PARCEL II A STRIP OF LAND 33 FEET OF THE ENTIRE SOUTH SIDE OF THE EAST ONE HALF OF THE WEST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN AND A STRIP OF LAND 33 FEET WIDE OFF THE ENTIRE SOUTH SIDE OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

ALSO LESS AND EXCEPTING FROM BOTH PARCEL I AND II A STRIP OF LAND BEING THE NORTHERLY 20 FEET OF THE SOUTHERLY 70 FEET CONVEYED TO CITY OF CALDWELL IN WARRANTY DEED RECORDED DECEMBER 7, 2011, AS INSTRUMENT NO. 2011048441, CANYON COUNTY RECORDS.

ALSO LESS AND EXCEPTING FROM PARCEL II THE PORTION DEEDED TO CITY OF CALDWELL IN QUITCLAIM DEED RECORDED NOVEMBER 20, 2012, AS INSTRUMENT NO. 2012052124, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE

NORTH 00°27'26" EAST A DISTANCE OF 70.00 ALONG THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20/26 AS DESCRIBED IN INSTRUMENT NO. 2008020410 RECORDED IN CANYON COUNTY, IDAHO ON APRIL 15, 2008 SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE

SOUTH 89°36'26" WEST A DISTANCE OF 85.00 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20/26; THENCE

NORTH 00°27'26" EAST A DISTANCE OF 10.00 FEET ALONG A LINE PARALLEL WITH SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE

NORTH 75°10'31" EAST A DISTANCE OF 48.99 FEET; THENCE

NORTH 12°12'45" EAST A DISTANCE OF 185.21 FEET TO A POINT ON SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE

SOUTH 00°27'26" WEST A DISTANCE OF 202.98 FEET, ALONG SAID EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING.

EXHIBIT C

CONDITIONS OF ZONING APPROVAL

1. Development of the subject property shall be consistent with all requirements, codes, rules, and regulations of the City of Caldwell, unless specifically stated otherwise in the development agreement.

2. Comply with all applicable city codes, ordinances, policies, and standards.

3. The development, design, lot configuration and construction of the project shall be in substantial compliance with the submitted concept development and site plan shown on **Exhibit C-1**. Any substantial deviations, as determined by the Planning & Zoning Director, shall require City Council approval, through a public hearing. Exhibit C-1 includes a conceptual site plan depicting 32 total lots, the inclusion of which will provide flexibility for future site development. The Parties acknowledge and agree that property boundary or lot line adjustments needed to accommodate the construction of future facilities do not constitute a substantial deviation from the submitted plans, but that such property boundary or lot line adjustments shall comply with the requirements of §11-01-03 of the Caldwell City Code.

4. Installation and construction of the development as shown on the submitted conceptual site and landscape plan shall be in substantial compliance with the submitted plan shown on **Exhibit C-1**. The development shall comply with City of Caldwell Landscape Ordinance requirements at the time of development. A detailed site landscape plan including dimensions, easements, showing parking, road names, etc. shall be submitted to the Planning and Zoning Department prior to construction/development on the property.

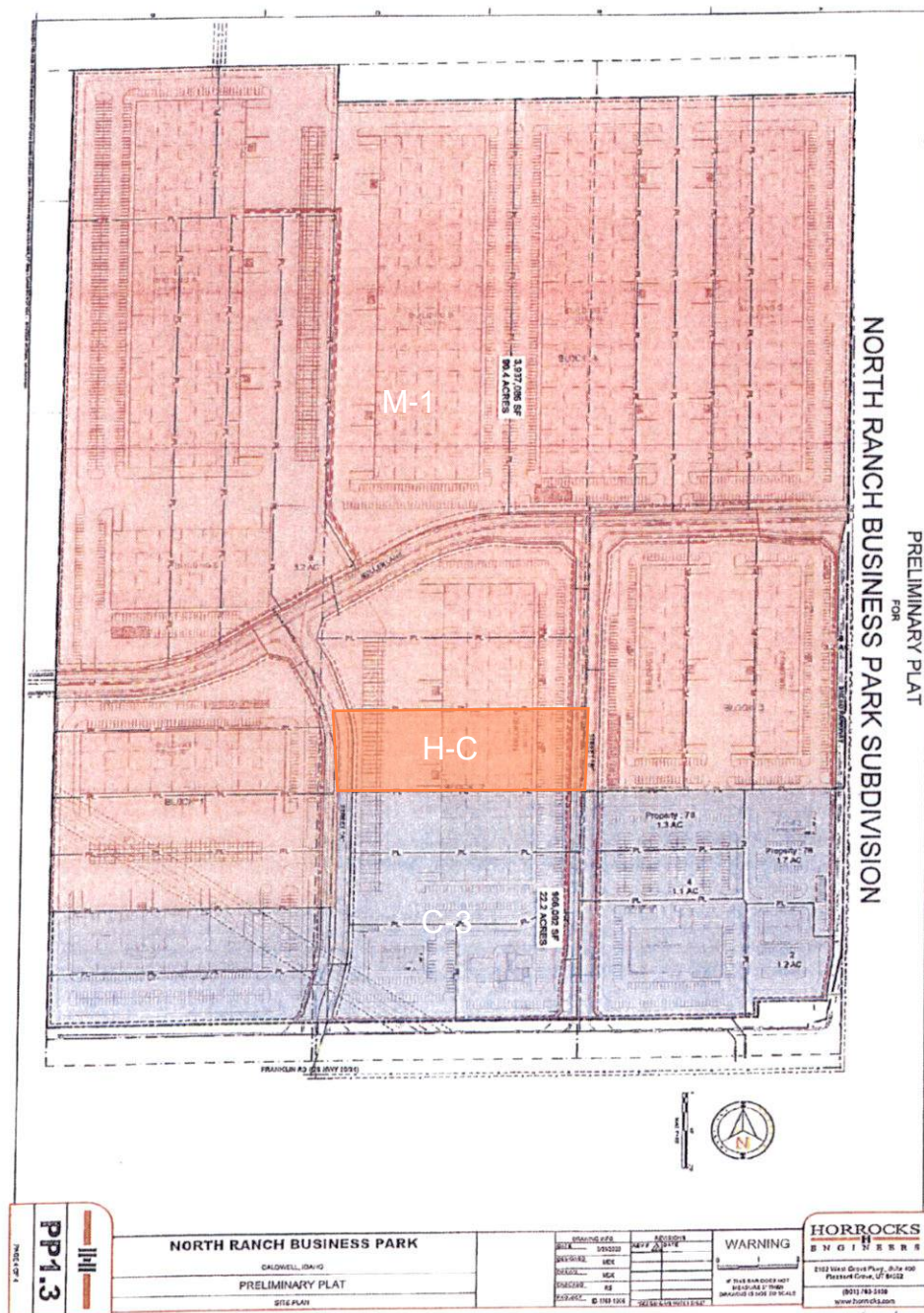
5. The developer shall provide for Electric Vehicle Charging changes in conformance with Zoning Ordinance requirements (§10-02-05 (3) E. or as amended).

6. Comply with the requirements of all applicable agencies, including but not limited to Pioneer Irrigation District, City of Caldwell Engineering Department, City of Caldwell Building Department, and the City of Caldwell Fire Department.

7. Provide a cross-access easement allowing use of approaches and cross-access of the site by both onsite and adjacent development, where applicable. This requirement shall be noted on the final plat.

8. A Traffic Impact Study (TIS) may be required prior to development and shall be completed upon request of the city prior to issuance of a building permit for each phase of development requiring the TIS. The TIS shall comply with all city codes and requirements. Any requirements deemed necessary by the TIS, in the opinion of the City Engineer, shall be completed, proportionate to phasing, prior to City signature on the final plat.

EXHIBIT B **Depiction of Property**



9. Traffic Mitigation: The staff report outlines a standard process for assessing Traffic Mitigation requirements of the developer based on the proposed improvements. The financial calculations are provided as a “general” means to quantify possible fees paid in lieu of upgrades that would be required when vehicle trips to and from the development cause the traffic system to fail within the project influence area (approximately 3.5 miles.) The developer has the opportunity to avoid these fees if the improvements are made to the surrounding system.

- a. The recording of final plat, completion of public infrastructure, and selling of lots do not generate trips that could impact the surrounding traffic system. For this reason, these mitigation requirements will be assessed at the time of building permits granted on any of the lots generated through this development. The traffic mitigation assessment will be tied to the building permit of any use (building or any use generating traffic.) At that time – the required upgrades can be completed by the permittee or fee paid in lieu of improvement as assessed by the standard city calculation in this report. Through this process – the Traffic Mitigation requirements would be gradually assigned as the site develops.
- b. It should be assumed that the fees presented in this report represent the maximum fee required (if fee in lieu of option is preferred by developer.) Updated trip generation numbers can be provided at time of building permit when a “better known” use is established.

10. All requirements from the Fire Department for access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property. Final approval of the location and number of fire hydrants within the development shall be determined by the Fire Marshal and take place by phase at the time of submittal of applicable construction drawings for each phase.

11. Post and maintain a “Rules and Regulations” sign at the entryways to the commercial/industrial 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.

12. Applicant shall comply with all requirements of the City Engineering Department, as specified in **Exhibit C-2** or as amended upon review of construction plans.

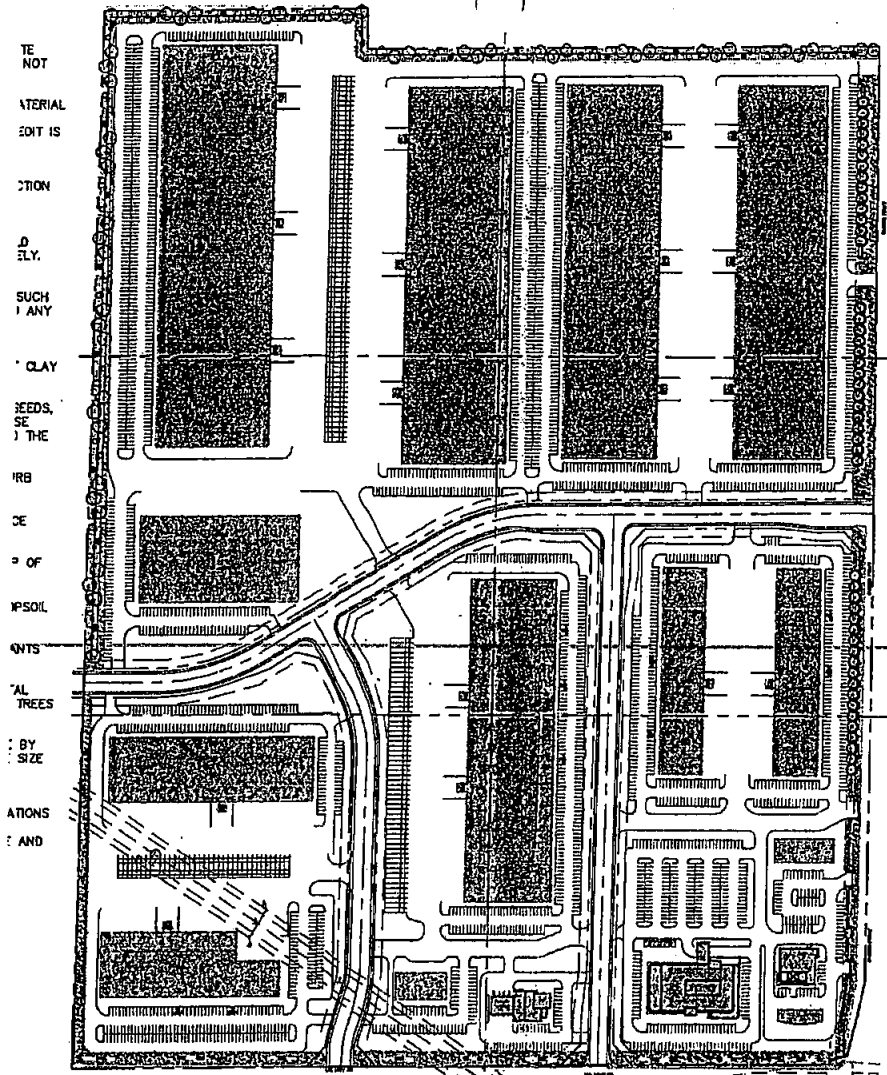
13. A note shall be included on the face of the final plat indicating that all lots within the development lie within the APO-2 Land Use Limitation Zone. A business permit is required

for all occupant uses to be established on the subdivision lots or within existing structures prior to occupancy.

14. Exterior lighting shall not impact neighboring properties.
15. Provide interior bicycle access and bike racks.
16. A plat note shall be included on the face of the final plat indicating that all lots within the development shall be required to meet Caldwell City Landscaping Code at the time of development or establishment of a use on the lot.
17. Develop and enforce truck traffic patterns that will reduce the impact of noise in residential areas and comply with the truck routing schematic shown on **Exhibit C-3**.
18. Design features to consider for commercial properties include:
 - a. Richness of surfaces and texture;
 - b. Use of durable, low maintenance materials;
 - c. Significant wall articulation (insets, canopies, wing-walls, trellises, porches, balconies);
 - d. Pitched roofs and shed roofs;
 - e. Roof overhangs;
 - f. Traditional window rhythm;
 - g. Articulated mass and scale;
 - h. Significant landscape and hardscape elements;
 - i. Landscaped and screened parking;
 - j. Comprehensive and appealing monument signs;
 - k. Clear visibility of entrances and retail signage;

- l. Clustering of buildings to provide pedestrian courtyards and common areas;
 - m. Step-down of buildings scale along pedestrian routes and buildings entrances;
 - n. Exterior lighting shall not impact neighboring properties.
19. Design features to consider for industrial properties include:
- a. Take caution when planning to build new industrial development near residential properties;
 - b. Create design criteria for industrial development, which is adjacent to or near residential development;
 - c. Create landscaped and/or screened parking areas;
 - d. Develop guidelines for landscape and hardscape elements along public right-of-ways;
 - e. Provide pedestrian access on the site;
 - f. Provide employee courtyards;
 - g. Create clear visibility of entrances;
 - h. Create comprehensive and appealing monument signs;
 - i. Exterior lighting shall not impact neighboring properties.
20. Building set back, buffering, orientation and land uses shall comply with **Exhibit C-4**.
21. Buildings shall substantially comply with the style, materials, colors and other design features depicted on **Exhibit C-5**. Any substantial deviation from presented elevations will require a review of the modifications to determine if a public hearing will be required.

SUB



PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	52	Fraxinus americana 'Autumn Purple' Autumn Purple Ash	2" CAL. B&B
	48	Gleditsia triacanthos 'Skyline' Skyline Honey Locust	3" CAL. B&B
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	18	Picea pungens 'Glauca' Colorado Blue Spruce	7'-8' B&B
	16	Pinus nigra Austrian Pine	6'-8' B&B
	18	Cupressocypariss leylandii Leyland Cypress	6'-8' B&B
FLOWERING TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	47	Prunus x cerasifera 'Crispizum' Crimson Pinnate Flowering Plum	2" CAL. B&B
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE
	101	Cornus sericea 'Laniti' Laniti Redosier Dogwood	5 GAL
	52	Cotoneaster dammeri 'Strebis Finding' Strebis Finding Cotoneaster	5 GAL
	63	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	2 GAL
	59	Ligustrum vicaryi Golden Privet	5 GAL
	108	Ligustrum vulgare 'Lodense' Lodense Privet	5 GAL
	30	Physocarpus opulifolius 'Dart's Gold' Dart's Gold Ninebark	5 GAL
	68	Physocarpus opulifolius 'Diablo' Diablo Ninebark	5 GAL
	103	Physocarpus opulifolius 'Summer Wine' Summer Wine Ninebark	5 GAL
	136	Pinus mugo 'Pumilio' Mugo Pine	5 GAL
	30	Spiraea x bumalda 'Goldflame' Goldflame Spiraea	2 GAL
	76	Syringa vulgaris 'Sensation' Sensation Lilac	5 GAL
ANNUALS/PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE
	200	Heimeracallis 'Stella de Oro' Stella de Oro Daylily	1 GAL
	76	Salvia nemorosa 'May Night' May Night Sage	1 GAL
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE
	169,501 sq ft	Turf Sod Rhizomatous Rhizomatous Tall Fescue	

OVERALL LANDSCAPE PLAN

Scale 1" = 200'-0"

LANDSCAPE CALCULATIONS TABLE

STREET	L.F. FRONTAGE	BUFFER WIDTH	#OF TREES	#OF SHRUBS
SMEED PKWY. - EAST	2207'	20'	63	315
U.S. HWY. 26 - SOUTH	1580'	30'	31	312

LANDSCAPE REQUIREMENTS

Per Caldwell City Code; Chapter 10-07 Caldwell Landscaping Ordinance. Landscape Plan complies.

AREA	REQUIREMENT	TREES PROVIDED	SHRUBS PROVIDED
ADJOINING USES BUFFER	1 tree/35 L.F.; shrubs 2'-8" int.		
-WEST (30' WIDE)	1578/35=45	45	210
-NORTH (30' WIDE)	2087/35=60	60	268
STREET BUFFER	1 tree/35 L.F.; 1 shrub/7 L.F.		
-SMEED PKWY.	2207/35=63; 2207/7=315	64	318
	1 tree/50 L.F.; 10 shrub/50 L.F.		
	Periodic berms, 1 boulder/75 L.F.		
-U.S.HWY. 26	1580/50=31; 1560/50=31.2*10=312 1560/75=21 boulders; 21 Provided	32	321
ENTRY SIGNAGE	2 shrubs at each side	0	10

LANDSCAPE MATERIALS

WHITE VINYL FENCE - 6'-0" TALL
SEE DETAIL 3/L1.6

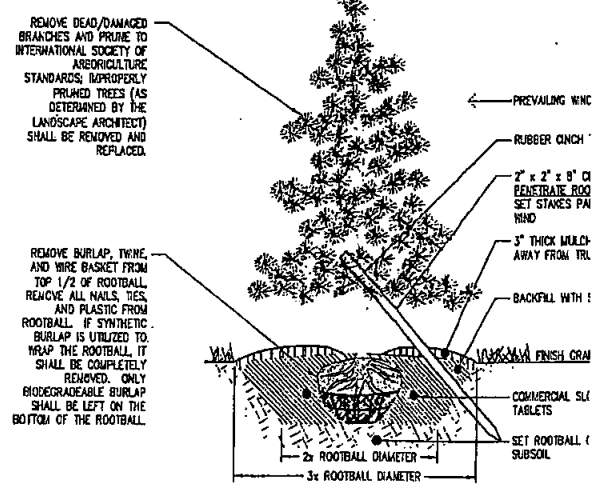
LANDSCAPE BOULDER (2'-4')
SEE DETAIL 4/L1.6

LANDSCAPE LEGEND

FUTURE PROJECT/PAD SITES - NOT A PART OF THIS PROJECT

EXISTING CONDITIONS

- THERE ARE NO EXISTING TREES OR SHRUBS LOCATED ON SITE.
- THERE ARE NO EXISTING STRUCTURES ON SITE.
- THE SITE CONSISTS OF FLAT AGRICULTURAL LAND.



- NOTES:
- THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION. ALL STAKING SHALL BE REMOVED AT THE END WARRANTY PERIOD.
 - WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SUPPAGE.
 - WATER TREE TWICE WITHIN THE FIRST 24 HOURS.

2 CONIFER TREE DETAIL

NIS

NOTE
VERTICAL DATUM AND TOPOGRAPHY WAS PROVIDED BY
CITY OF CALDWELL. SUPPLEMENTAL TOPOGRAPHY AND
RESULTS WERE PREPARED BY HOBROOKS.
ENGINEERS BASED ON THE PROVIDED DATUM.

HORROCKS
BENJOINHERS
2162 Wagon Gate Pkwy., Suite 400
Riverton, UT 84065
(801) 742-5100
www.horrocksbj.com

WARNING

[illegible]

NORTH RANCH BUSINESS PARK

CALDWELL, IDAHO

PRELIMINARY PLAT

NATURAL FEATURES AND UTILITIES

PP1.2

PAGE 3 OF 4



HORROCKS
ENGINEERS

2182 West Grove Park, Suite 400
Preston Canyon, UT #1007

(801) 783-5100
www.horrock.com

WARNING

REMARKS	DATE
...	...

NORTH RANCH BUSINESS PARK

DATE: 11/20/12

CONFIDENTIAL

PRELIMINARY PLAN

Side Play!

PP1.3

PAGE 4 OF 4

02/26/83

C-3

ALL VOLS

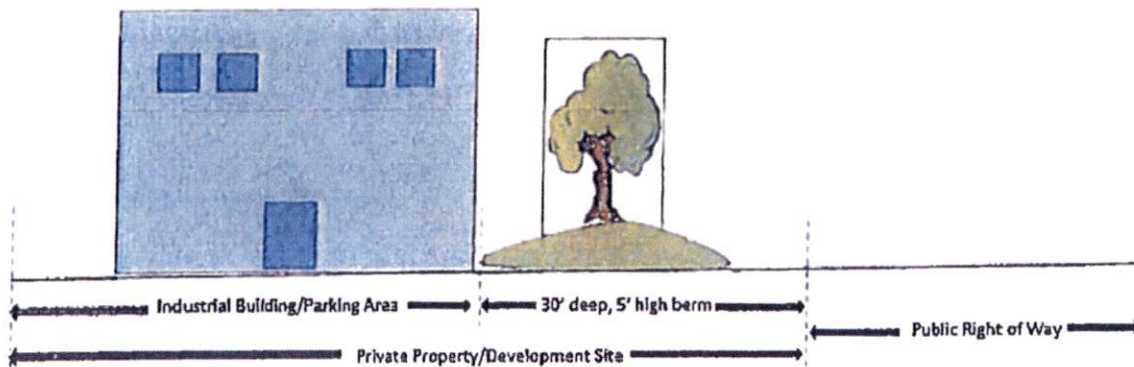


	NORTH RANCH BUSINESS PARK	DRAWING INFO	REVISIONS	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> WARNING </div> <div style="font-size: 0.8em;"> 0 1 2 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE </div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> HORROCKS ENGINEERS </div> <div style="font-size: 0.8em;"> 2162 West Grove Pkwy., Suite 400 Pleasant Grove, UT 84062 (801) 763-6100 www.horrocks.com </div>
	CALDWELL, IDAHO	DATE 10/13/2000	REV# 1 DATE		
	BUFFER ZONES	DESIGNED	CHECKED		
		PROJECT	DATE		
		SHEET NO.	SHEET TOTAL		

Conditions of Land Use Approval
Exhibit C-4

1. Landscaped Buffer

A landscaped buffer area, a minimum of 30' in width, including a landscaped berm constructed therein, that is 5' high, shall be constructed within the industrially zoned property, along the common boundary between the North Ranch Business Park and the Voyage Crossing North Subdivision adjacent to the northern and western boundaries of the Property, north of Muller Road and west of Smeed Parkway, to provide a buffer between the industrial and the existing residential uses. The dimensions and requirements associated improvements for this buffer exceed, and therefore satisfy, the requirements set forth in Caldwell City Code Section 10-07-07. All other requirements of Caldwell City Code Section 10-07-07 are otherwise applicable. Parking shall not occur within the buffer area. The landscaped buffer shall be constructed within an easement consistent with Caldwell City Code Section 10-07-07 and no structures, except for irrigation or utility facilities, shall be located within the landscaped buffer. The landscaped buffer area shall generally be configured as follows:



2. Use Modifications

The Parties recognize that certain uses that otherwise would be permitted within the M-1 Light Industrial zone may not be appropriate within the portion of the Property zoned M-1 Light Industrial. The parties therefore agree that the Land Use Schedule as set forth in Caldwell City Code Section 10-02-02 and Table 1, as to the M-1 Light Industrial Uses on the Property, are hereby modified per the following designations. Any use that is not specifically designated as a permitted use or as a special use below, shall be a prohibited use within the M-1 Light Industrial Uses on the Property, provided, however that if a proposed use of property is not specifically listed in Caldwell City Code Section 10-02-02 and Table 1, or in the schedule below as a prohibited use, then the use shall be prohibited unless the Planning and Zoning Director, upon the request of the property owner determines that the proposed use is not listed in Caldwell City Code Section 10-02-02 and Table 1, is equivalent to a listed permitted or special use after complying with and making the findings required under Caldwell City Code Section 10-02-02(B).

Permitted Uses

- Agriculture, general
- Farmstand, commercial
- Grain/Crop storage
- Greenhouse, commercial
- Nursery – retail
- Nursery – wholesale
- Food bank/soup kitchen
- Body shop
- Car wash
- Gas/Service station
- Rental lot
- Repair services
- Sales - new or used manufactured home, mobile home, farm implement
- Sales - new or used RV, boat, ATV, trailers, off road, trucks, commercial vehicles
- Sales - used passenger vehicles, motorcycles
- Storage - indoor only
- Tire repair/sales store
- Ambulance service
- Clinic – outpatient only
- Durable medical equipment
- Laboratory/research
- Medical, dental office
- Medical equipment sales/rental
- Therapy, rehabilitation
- Bakery or bakery goods store
- Building supply outlet
- Convenience store
- Convenience store, with gasoline
- Equipment sales, rental and services
- Hardware store
- Cabinet shop
- Commercial kennel
- Corporate office buildings
- Donation trailer/pod
- Electronic service and repair
- Food Stand
- Frozen Food locker
- Funeral Home
- Health club, fitness facility
- Home and business services
- Landscaping business
- Laundry, commercial plant
- Mobile food unit
- Mortuary
- Motel
- Offices – business, professional
- Packaging business
- Pawn shops
- Payday loan and title loan establishments
- Pet grooming facility

- Printing and blueprinting
- Security guard quarters
- Sign shop
- Small engine/equipment repair
- Theater
- Transit station
- Travel services
- Veterinary clinic/hospital
- Temporary use
- Factory/assembly plant
- Industrial park
- Machine shop
- Manufacturing general
- Monument production
- Processing, general
- Research development
- Welding shop
- Winery/brewery
- Woodworking shop
- Contractor's shop/storage yard
- Distribution center
- Refrigerated storage
- Trucking terminal/yard
- Warehouse and storage

Special Use

- Family/group daycare home: preschool/homeschool, 12 or fewer
- Storage – outdoor
- Truck and tractor repair and service
- Truck stop
- Big box retail
- Liquor store
- Ministorage, indoor
- Ministorage, traditional
- Outdoor storage
- Restaurant – no drive through
- Restaurant – with drive through
- Studio – art, dance, music, voice, gymnastics, karate
- Theater, drive-in
- Theater, outdoor
- Amusement centers
- Commercial planned unit development
- Event center
- Industrial planned unit development
- Public utility yard
- Church or place of religious worship
- College and vocational schools
- Community center
- Library
- Museum
- Park or recreational facility

- Public administrative office
- Public facility/building
- School/educational facility, private
- School/educational facility, public
- Wireless communication facility

Prohibited Uses

The Parties agree that the following uses, otherwise allowable in a M-1 District, pursuant to Caldwell City Code 10-02-02 and Table 1 as either permitted uses or special uses will be prohibited uses within the M-1 Light Industrial uses on the Property:

- Single-family dwelling
- Manufactured home
- Mobile home
- Accessory dwelling unit (ADU)
- Home occupation
- Flea market
- Tobacco shop
- Auction
- Bail bond use
- Crematorium
- Railroad yard/shops
- Airport, landing strip
- Aircraft repair and service
- Asphalt plant
- Sand or gravel yard
- Cement, concrete, or clay manufacturing
- Automotive tow yard
- Automotive wrecking/salvage yard
- Junkyard
- BMX, dirt track
- Hanger – airplane, helicopter
- Helipad
- Zoo
- Fuel yard/petroleum storage
- Chemical storage and manufacturing
- Recycling operation
- Wood processing plant

The Parties agree that the uses permitted within the H-C zone will be consistent with the Land Use Schedule of Caldwell City Code.

3. **Dimensional Limitations**

That area of the Property that is within 150' of the northern and western common boundary between the North Ranch Business Park and the Voyage Crossing North Subdivision and Marblefront West Subdivision, which are adjacent to the northern and western boundaries of the property, north of Mueller Road and west of Smeed Parkway where the landscaped buffer is located shall be designated as the "**North and West Buffer Area**" and shall be subject to the additional requirements set forth below.

Within the North and West Buffer Area only, buildings shall be oriented with the front elevation or a side elevation facing the residential uses located to the north or west, so that the building physically screens the residential uses. However, all portions of lots within the North and West

Buffer Area may be utilized for landscaping, parking lots, drive aisles and buildings. Truck loading facilities shall be configured as follows: (a) along the western boundary truck loading and unloading facilities shall be oriented to the east away from residential uses and (b) along the northern boundary, truck loading and unloading facilities shall be oriented to the west, south or east.

For purposes of this Agreement only, in recognition of the expanded landscaped buffer set forth above, and the other limitations set forth herein, the only area deemed to be "immediately adjacent" single family dwelling or a duplex for purposes of Caldwell City Code 10-02-03, Note A.1 is that area within 100 feet of the property boundary in the North and West Buffer Area. Within the North and West Buffer Area improvements shall be subject to the following requirements:

(a) those portion of the property within 30 feet of the existing property boundary shall be improved with the landscaped buffer described above;

(b) those portions of buildings that are within 100 feet of the existing property boundary shall not exceed 25 feet in height, and

(c) those portions of buildings that are within 150 feet of the existing property boundary shall not exceed 50 feet in height, except for to the following structures which may exceed 50 feet in height upon approval of a special use permit: spire; amateur radio antenna; bridge tower; fire and hose tower; observation tower; power line tower; smokestack; water tanks, water towers, or silos; ventilator; windmill; wireless communication facility, or other commercial or personal tower and/or antenna structure, or other appurtenances usually required to be placed above the level of the ground and not intended for human occupancy.

Outside of the North and West Buffer Area no building or portion thereof shall be deemed "immediately adjacent" to residential uses for purposes of the 25-foot maximum height limitation pursuant to Caldwell City Code 10-02-03, Note A.1.

Consistent with Caldwell City Code 10-02-03, Note A.1, the foregoing maximum height restrictions on buildings within the North and West Buffer Area shall be satisfied unless allowed to exceed such maximum height by special use permit approval.

There shall be no limitations upon height or setback for buildings located outside of the North and West Buffer area, except as set forth in the Caldwell City Code.

4. Commercial Design Issues:

Features to consider of commercial properties include:

- a. Richness of surfaces and texture;
- b. Use of durable, low maintenance materials;
- c. Significant wall articulation (insets, canopies, wing-walls, trellises, porches, balconies);
- d. Pitched roofs and shed roofs;
- e. Roof overhangs;
- f. Traditional window rhythm;
- g. Articulated mass and scale;
- h. Significant landscape and hardscape elements;
- i. Landscaped and screened parking;
- j. Comprehensive and appealing monument signs;
- k. Clear visibility of entrances and retail signage;
1. Clustering of buildings to provide pedestrian courtyards and common areas and;

- m. Step-down of buildings scale along pedestrian routes and buildings entrances.
- n. Exterior lighting shall not impact neighboring properties. In furtherance of the foregoing, Developer shall comply with Caldwell City Code Section 10-12-04(13) and shall additionally locate and install lighting so that outside lighting shall be reflected away from adjacent property and streets. The illumination level of all light fixtures shall not exceed two (2) foot candles as measured one (1) foot above the ground at property lines shared with residentially zoned or used parcels.

5. Industrial Design Issues

The design issues facing industrial land use may not be based as much on building scale, massing, or entry issues, but more on the visual impacts to adjacent properties and issues such as: noise, vibration and odors. These issues would have a significant impact to adjacent and nearby properties. Features to consider of industrial properties include:

- a. Take caution when planning to build new industrial development near residential properties;
- b. Create design criteria for industrial development, which is adjacent to or near residential development;
- c. Create landscaped and screened parking areas;
- d. Develop guidelines for landscape and hardscape elements along public right-ofways;
- e. Provide pedestrian access on the site;
- f. Provide employee courtyards;
- g. Create clear visibility of entrances; and
- h. Create comprehensive and appealing monument signs.
- i. Exterior lighting shall not impact neighboring properties.

C-5

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architects and engineers

